



COLUMBIA CITY COUNCIL MEETING AGENDA TUESDAY, SEPTEMBER 19, 2023

The Columbia City Council will conduct a Council Meeting on Tuesday, September 19, 2023 at 4:00 p.m. at City Hall (Council Chambers), 1737 Main Street, 3rd Floor, Columbia, SC 29201. Members of the public may view the meeting online at www.columbiasc.gov. Please contact the City Clerk's Office at (803)545-3045 or cityclerk@columbiasc.gov if you have questions regarding the meeting.

The Honorable Daniel J. Rickenmann, Mayor

The Honorable Howard E. Duvall, Jr., At-Large ▪ The Honorable Edward H. McDowell, Jr., District II
The Honorable William Brennan, District III ▪ The Honorable Aditi Bussells, At-Large
The Honorable Tina N. Herbert, District I ▪ The Honorable Peter M. Brown, 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

1. Discussion of compensation of an employee pursuant to S.C. Code §30-4-70(a)(1)

- City Council

PLEDGE OF ALLEGIANCE

INVOCATION

PUBLIC INPUT RELATED TO ITEMS ON THE AGENDA

APPROVAL OF MINUTES

2. Council is asked to approve the September 5, 2023 Council Meeting Minutes.
3. Council is asked to approve the February 14 Work Session and February 28, 2023 Budget Workshop Minutes.

PRESENTATIONS

4. Constitution Week Proclamation - The Honorable Daniel J. Rickenmann, Mayor



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5. Toms Creek Family Farms Mobile Market Update - Ms. Ayesha Driggers, Director of the Office of Business Opportunities

CONSENT AGENDA ITEMS 6 THROUGH 13

6. Council is asked to approve a Fiscal Year 2023/2024 Professional Services Agreement for the Director of External Affairs, as requested by Administration. Award to Laddie Howard in an amount not to exceed \$85,000.00. This firm is located in Columbia, SC.

Funding Source: Governmental Affairs - Professional Services (1011103-636600). The original budget amount is \$85,000.00.

7. Council is asked to approve the Purchase of Globe Bunker Gear for annual replacement needs and new recruits, as requested by the Columbia Fire Department on August 25, 2023. Award to Newton's Fire and Safety Equipment, Inc. using the HGACBuy Cooperative Contract in the amount of \$286,848.00. This vendor is located in Graham, NC.

Funding Source: Fire Suppression - Safety Clothing and Supplies (1012303-625900) \$143,424.00 and Fire Administration-County - Safety Clothing and Supplies (2082301-625900) \$143,424.00. The original budget amount is \$286,848.00.

8. Council is asked to approve the Purchase of Vehicles for various City Departments, as requested by the Fleet Services Division. Award to multiple vendors using the SC State Contract in the amount of \$753,985.60.

Item	Vendor	Vehicle	Department	Amount
a.	Alan Jay Automotive Management dba Alan Jay Fleet Sales Sebring, FL	2024 F-250 Super Duty SRW XL 2WD Crew Cab	Forestry & Beautification Division	\$51,111.00
<i>Funding Source: Capital Replacement - Auto, Trucks, Heavy Equipment-Capital (6308972-658500). The original budget amount is \$51,111.00.</i>				
b.	Alan Jay Automotive Management dba Alan Jay Fleet Sales Sebring, FL	2024 Ford Transit Passenger Wagon (X2X) T-350 XL	Parking Buildings/Lots	\$54,817.00
<i>Funding Source: Capital Replacement - Auto, Trucks, Heavy Equipment-Capital (5312413-658500). The original budget amount is \$54,817.00.</i>				



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c.	Alan Jay Automotive Management dba Alan Jay Fleet Sales Sebring, FL	2024 Ford Transit Cargo Van (E1Y) T-150 RWD	Traffic Engineering	\$51,674.00
<i>Funding Source: Customer Service - Auto, Trucks, Heavy Equipment - Capital (6238961-658500). The original budget amount is \$51,674.00.</i>				
d.	Alan Jay Automotive Management dba Alan Jay Fleet Sales Sebring, FL	(5) 2024 Nissan Frontier King Cab 4x2 S Auto	Water Distribution	\$165,440.00
<i>Funding Source: Customer Service - Auto, Trucks, Heavy Equipment - Capital (5516203-658500). The original budget amount is \$165,440.00.</i>				
e.	Love Chevrolet Columbia, SC	2023 Chevrolet Silverado 2500 Crew Cab 4x4	Water Distribution	\$60,983.00
<i>Funding Source: Customer Service - Auto, Trucks, Heavy Equipment - Capital (5516203-658500). The original budget amount is \$60,983.00.</i>				
f.	Love Chevrolet Columbia, SC	(2) 2024 Chevrolet Silverado 1500 Short Crew Cab 4x4 (3) 2024 Chevrolet Equinox LS	Engineering	\$193,401.12
<i>Funding Source: Customer Service - Auto, Trucks, Heavy Equipment - Capital (5516221-658500). The original budget amount is \$193,401.12.</i>				
g.	Blanchard Machinery Company West Columbia, SC	CS44B Vibratory Compactor	Street Division	\$176,559.48
<i>Funding Source: Customer Service - Auto, Trucks, Heavy Equipment - Capital (5534203-658500). The original budget amount is \$176,559.48.</i>				
Total				\$753,985.60

9. Council is asked to approve a new Contract for Calhoun Street Resurfacing Project, as requested by the Public Works Department on March 10, 2023. Award to Eurovia Atlantic Coast, LLC, doing business as Blythe, in an amount not to exceed \$1,124,235.73, which includes contingency. This contractor is located in West Columbia, SC.

Funding Source: Public Works - Street Division (4079999-SR911320-658650). Reimbursement funding for paving is coming from the County Transportation Commission in the amount of \$871,643.10. Reimbursement for pavement markings is coming from the Richland Penny Sales Tax in the amount of \$88,292.00. The original budget amount is \$1,124,235.73.



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Eurovia Atlantic Coast LLC DBA Blythe, is the prime contractor and will provide services at 82.85% (\$930,360.73) of the total contract amount.

The following subcontractors/suppliers will provide additional services/supplies:

J. Moore Electrical Contractors, Inc., located in Swansea, SC, will provide traffic loops at 7.92% (\$89,000.00) of the total contract amount.

Peek Pavement Markings, located in Columbia, SC, will provide striping at 9.23% (\$103,625.00) of the total contract amount.

10. ZONING MAP AMENDMENT for 34.4 Acres S/S of I-20 at Spears Creek Church Road; TMS#28800-06-05 (portion)

Ordinance No.: 2023-094 - Amending the Official Zoning Map to modify the zoning for 34.4 Acres S/S of I-20 at Spears Creek Church Road, Richland County TMS# 28800-06-05 (portion)

Council District: 4

Proposal: Request to rezone the property from General Commercial District (GC) to Residential Mixed District (RM-1).

Applicant: Madison Pickrel, HVP3 Development, LLC

Staff Recommendation: Approval

PC Recommendation: 07/13/2023; Approval (5-0)

First reading approval was given on August 15, 2023.

11. Ordinance No.: 2023-102 - Granting an encroachment to Five Points Association for the use of the right of way areas of the 700 block of Harden Street and the 700 block of Saluda Avenue for the installation and maintenance of a steel statue adjacent to 727 Harden Street and 751 Saluda Avenue, Richland County TMS# 11308-07-04 and 11308-06-03

First reading approval was given on September 5, 2023.



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12. Ordinance No.: 2023-109 - A Sixteenth 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 \$155,000,000, in order to refinance certain outstanding indebtedness and to finance various capital projects and improvements to the system, any necessary debt service reserves, capitalized interest and issuance costs; authorizing the Mayor, the City Manager and the Assistant City Manager for Finance and Economic Services, or any two of them acting together, to determine certain matters with respect to the bonds; prescribing the form and details of such bonds; and other matters relating thereto.

Attorney Estimated Cost of Issuance		
Service	Provider	Cost
Co-Bond Counsel, Tax Counsel	Burr Forman	\$197,500
Co-Bond Counsel	Johnson, Toal, Battiste	\$80,000
Co-Underwriter's Counsel	Parker Poe	\$89,000
Co-Underwriter's Counsel	Starkes Law	\$40,000

First reading approval was given on September 5, 2023.

13. Ordinance No.: 2023-111 - Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 5, Buildings and Buildings Regulations, Article IX, Short Term Rentals, Sec. 5-402, Short-term rental regulations, Sec. 5-404, Short-term rental permit application and fees and Sec. 5-410, Enforcement and penalties

Short-Term Rentals Ad-hoc Committee Recommendation: 08/15/2023; Approval (3-0)

First reading approval was given on September 5, 2023.

ORDINANCES - SECOND READING

14. Ordinance No.: 2023-097 - Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 24, Vehicles for Hire, Article IV, Wrecker and Towing Services, Section 24-215, Towing and storage charges

First reading approval was given on September 5, 2023.



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PUBLIC HEARING & FIRST READING FOR ZONING / PLANNING MATTERS

15. ANNEXATION, FUTURE LAND USE MAP AMENDMENT, AND ZONING MAP AMENDMENT for 5706 and 5710 Fairfield Road, 602 Oakland Avenue, 721 and 731 Prescott Road, and NX809 and NX815 Woodside Avenue; TMS#11707-02-01,11707-02-02,11707-02-03,11707-02-44,11708-06-02,11708-06-06 and 11708-06-07

Ordinance No.: 2023-107 - Annexing 5706 and 5710 Fairfield Road, 602 Oakland Avenue, 721 and 731 Prescott Road, and NX809 and NX815 Woodside Avenue, Richland County TMS #11707-02-01, 11707-02-02, 11707-02-03, 11707-02-44, 11708-06-02, 11708-06-06, and 11708-06-07 into the City of Columbia, South Carolina, and Incorporating said property into Columbia Compass: Envision 2036 and the Official Zoning Map

Council District: 1

Proposal: Request to annex the property and assign the land use classifications of Community Activity Corridor (AC-2) and Urban Edge Residential Small Lot (UER-1) and assign General Commercial District (GC) and Mixed Use District (MU-1). The property is currently classified as Mixed Residential (High Density) in a Community Activity Center and a Priority Investment Area and zoned General Commercial (GC) and Residential Single Family - Medium Density (RS-MD) by Richland County.

Applicant: Camp Cola, LLC

Staff Recommendation: Approval

PC Recommendation: 08/10/2023; Approval (5-0)

16. ANNEXATION, FUTURE LAND USE MAP AMENDMENT, AND ZONING MAP AMENDMENT for 110 Jacobs Mill Pond Road, TMS#25810-03-08

Ordinance No.: 2023-105 Annexing 110 Jacobs Mill Pond Road, Richland County TMS #25810-03-08 into the City of Columbia, South Carolina, and Incorporating said property into Columbia Compass: Envision 2036 and the Official Zoning Map

Council District: 4

Proposal: Request to annex the property, assign land use classification of Urban Edge Residential Large Lot (UER-2) and assign zoning of Residential Single Family - Large Lot District (RSF-1). The property is currently classified as Neighborhood (Medium Density) and zoned RS-LD by Richland County.

Applicant: James H. Stembridge, Jr. and Brenda J. Stembridge

Staff Recommendation: Approval

PC Recommendation: 08/10/2023; Approval (5-0)



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17. ANNEXATION, FUTURE LAND USE MAP AMENDMENT, AND ZONING MAP AMENDMENT for 7716 Garners Ferry Road; TMS#19102-01-01

Ordinance No.: 2023-106 - Annexing 7716 Garners Ferry Road, Richland County TMS #19102-01-01 into the City of Columbia, South Carolina, and Incorporating said property into Columbia Compass: Envision 2036 and the Official Zoning Map

Council District: 3

Proposal: Request to annex the property and assign the land use classification of Community Activity Corridor (AC-2) and assign zoning of General Commercial District (GC). The property is currently classified as Neighborhood (Medium Density) and zoned GC by Richland County.

Applicant: C & B Real Estate Investments, LLC

Staff Recommendation: Approval

PC Recommendation: 08/10/2023; Approval (5-0)

18. ZONING MAP AMENDMENT for 1507 Mt. Vernon Street; TMS# 09214-09-12

Ordinance No.: 2023-084 - Amending the Official Zoning Map to modify the zoning for 1507 Mt. Vernon Street, Richland County TMS# 09214-09-12

Council District: 1

Proposal: Request to rezone the property from Residential Single Family (RSF-2) to Residential Mixed District (RM-1).

Applicant: DaVant S. Jenkins

Staff Recommendation: Denial

PC Recommendation: 06/08/2023; Denial (7-0)



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19. **AMENDMENT TO THE UNIFIED DEVELOPMENT ORDINANCE UPDATE
PRINCIPAL USE TABLE**

Ordinance No.: 2023-113 - Amending the Unified Ordinance of the City of Columbia, South Carolina, Article 4: Use Regulations, Sec. 17-4.2, Principal Uses, (b), Principal Use Table, (4) Principal Use Table for Base Zoning Districts

Proposal: Request to amend the Unified Development Ordinance, Chapter 17, Article 4: Use Regulations to add additional uses to the Permitted Use Table for the EC (Employment Campus) Zoning District.

Applicant: Hope Hasty, Zoning Administrator

Staff Recommendation: Approval

PC Recommendation: 08/10/23; Approval (6-0)

ORDINANCES - FIRST READING

20. Ordinance No.: 2023-108 - Granting an encroachment to Southeast Restaurants Corp., for the use of the right of way areas of the 2400 block of Forest Drive, the 1500 block of N. Millwood Avenue and the 1400 block of Lyon Street for the installation and maintenance of landscaping and irrigation adjacent to 2400 Forest Drive, Richland County TMS# 11411-02-01
21. Ordinance No.: 2023-110 - Authorizing the City Manager to execute the Sixth Amendment to ATM Site Lease with Truist Bank f/k/a Branch Banking and Trust Company (BB&T) for use of 3905 Ensor Avenue (Lutheran Survey Building)
22. Ordinance No.: 2023-114 - Adopting the Commercial Revolving Loan Fund ("CRLF") Code, revised August 29, 2023
23. Ordinance No.: 2023-116 - Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 2, Administration, Article II, Mayor, Council and City Manager, Division 1. Generally, Sec. 2-31, Compensation

RESOLUTIONS

24. Resolution No.: 2023-081 - Authorizing Condemnation for Easement Acquisition for Water Main Extension along Chapin Road to Serve 518 Smokehouse; Lexington County TMS#000700-04-004 (105 Snapdragon Ct); CF# DPO-2022-0038



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EVENT RESOLUTIONS

25. Resolution No.: 2023-064 - Authorizing consumption of beer, wine and liquor within Boyd Plaza at McQueen Opening on Friday, October 6, 2023
26. Resolution No.: 2023-067 - Authorizing consumption of beer and wine only at Paint the Town Garnet and Black – USC Homecoming Event at 747 Saluda Avenue, perimeter around the Fountain Plaza and 727 Harden Street Parking Lot and 2000 block of Greene Street on Friday, October 13, 2023
27. Resolution No.: 2023-068 - Authorizing consumption of beer, wine and liquor at JerryFest at the Five Points Fountain on Sunday, October 1, 2023
28. Resolution No.: 2023-073 - Authorizing consumption of beer and wine only within Boyd Plaza adjacent to the Columbia Museum of Art for the Contemporaries October Membership Event on Thursday, October 12, 2023
29. Resolution No.: 2023-082 - Authorizing consumption of beer, wine and liquor at the Gervais Street Bridge Dinner at the Gervais Street Bridge on Sunday, October 8, 2023

APPOINTMENTS

30. Municipal Election Commission

CITY COUNCIL COMMITTEE REFERRALS, REPORTS AND NEW BUSINESS

PUBLIC INPUT

EXECUTIVE SESSION

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

EdVenture

ADJOURNMENT



We Are Columbia

MEETING DATE: September 19, 2023

DEPARTMENT: City Clerk

FROM: *Erika Hammond, City Clerk*

SUBJECT: Discussion of compensation of an employee pursuant to S.C. Code §30-4-70(a)(1)

FUNDING SOURCE & ORIGINAL BUDGET:

PURPOSE:
City Council



We Are Columbia

MEETING DATE: September 19, 2023

DEPARTMENT: City Clerk

FROM: *Erika Hammond, City Clerk*

SUBJECT: Council is asked to approve the September 5, 2023 Council Meeting Minutes.

FUNDING SOURCE & ORIGINAL BUDGET:

ATTACHMENTS:

- **#a:** MN_09052023 (PDF)

Draft

09/13/2023



**COLUMBIA CITY COUNCIL MEETING MINUTES
TUESDAY, SEPTEMBER 5, 2023**

CALL TO ORDER

The Columbia City Council conducted a regular meeting on Tuesday, September 5, 2023 at City Hall, 1737 Main Street, Columbia, South Carolina. The Honorable Daniel J. Rickenmann, Mayor called the meeting to order at 4:03 p.m. and the following members of Council were present: The Honorable Howard E. Duvall, Jr., The Honorable Edward H. McDowell, Jr., The Honorable William Brennan, The Honorable Aditi Bussells, The Honorable Tina N. Herbert, and The Honorable Peter M. Brown. Also present were Ms. Teresa Wilson, City Manager and Ms. Erika D. Moore Hammond, City Clerk. This meeting was advertised in accordance with the South Carolina Freedom of Information Act.

PLEDGE OF ALLEGIANCE

INVOCATION

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

ADOPTION OF THE AGENDA

Upon a motion made by Mr. McDowell and seconded by Mr. Duvall, Council voted unanimously to adopt the agenda as presented.

PUBLIC INPUT RELATED TO AGENDA ITEMS

No one appeared at this time.

APPROVAL OF MINUTES

1. Council is asked to approve the August 15, 2023 Council Meeting Minutes.

Upon a motion made by Mr. McDowell and seconded by Dr. Bussells, Council voted unanimously to approve the August 15, 2023 Council Meeting Minutes.

PRESENTATIONS

2. Sick Cell Disease Awareness Month Proclamation - The Honorable Daniel J. Rickenmann, Mayor



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Mayor Rickenmann and the members of City Council proclaimed September 2023 as Sickie Cell Disease Awareness Month in the city of Columbia.

Ms. Yvonne E. Donald, M.A., CSCEC, Deputy Director of the James R. Clark Memorial Sickie Cell Foundation announced the theme for this month's awareness campaign: *Choices Not Chances*, emphasizing the importance of knowing your sickie cell trait status. The 17th Annual Walk will be held on Saturday, September 30, 2023 at Martin Luther King, Jr. Park. Onsite registration begins at 7:30 a.m. and the opening ceremony will begin at 8:00 a.m.

Mr. Don Frierson, host of "The Urban Scene" said it's an honor to be selected as this year's Walk Ambassador and it's an honor to appear before the City Council. I know it's going to be a big success on behalf of those who have sickie cell anemia.

3. Junior League of Columbia 100 Acts of Service Week Proclamation - The Honorable Daniel J. Rickenmann, Mayor

Mayor Rickenmann and the members of City Council proclaimed October 2, - October 12, 2023 as Junior League of Columbia 100 Acts of Service Week in the City of Columbia.

Ms. Emily Bedenbaugh, President of Junior League of Columbia thanked the Mayor and City Council for their kind words and for promoting the Year of Celebration and Service. We began 100 years ago with one very instrumental woman, Katharine Heath Manning, who helped start all of this work. 100 years and 1,500 members later we are delighted to continue making an impact.

CONSENT AGENDA ITEMS 4 THROUGH 19

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

4. Council is asked to approve a Fiscal Year 2023/2024 Professional Services Agreement for computer training and job skills training for our most vulnerable populations, as requested by the Community Development Department. Award to Fast Forward in an amount not to exceed \$100,000.00. This firm is located in Columbia, SC. - *Approved*

Funding Source: Community Development General Funds (1014320-638300) \$50,000 and Water & Sewer Special Projects (5518415-636600) \$50,000. The original budget amount is \$100,000.00.



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5. Council is asked to approve the Purchase of Vehicles for various City Departments, as requested by the Fleet Services Division on August 23, 2023. Award to Alan Jay Automotive Management dba Alan Jay Fleet Sales, using the SC State Contract in the amount of \$159,744.32. This vendor is located in Sebring, FL. - *Approved*

Item	Vehicle	Department	Price
a.	Ford F-350 SRW 8' Box	Forestry & Beautification Division	\$50,772.00
<i>Funding Source: Capital Replacement - Auto, Trucks, Heavy Equipment-Capital (6308972-658500). The original budget amount is \$50,772.00.</i>			
b.	Ford F-350 DRW Crew Cab	Forestry & Beautification Division	\$56,920.32
<i>Funding Source: Capital Replacement - Auto, Trucks, Heavy Equipment-Capital (6308972-658500). The original budget amount is \$56,920.32.</i>			
c.	2024 Nissan Altima Sedan	Columbia Water (Customer Care)	\$26,026.00
<i>Funding Source: Customer Service - Auto, Trucks, Heavy Equipment - Capital (5511407-658500). The original budget amount is \$26,026.00.</i>			
d.	2024 Nissan Altima Sedan	Columbia Water (Customer Care)	\$26,026.00
<i>Funding Source: Customer Service - Auto, Trucks, Heavy Equipment - Capital (5511407-658500). The original budget amount is \$26,026.00.</i>			
Total Amount:			\$159,744.32

6. Council is asked to approve the Purchase of a LogRhythm XDR Stack Subscription for the Security Information and Event Management System, as requested by the Information Technology Department on July 27, 2023. Award to SHI International, using the Sourcwell Cooperative Contract in the amount of \$99,875.76. This vendor is located in Piscataway, NJ. - *Approved*

Funding Source: Information Technology - Cloud Based Software Solutions (1011120-632170). The original budget amount is \$99,875.76.

7. Council is asked to approve the Purchase of Uniform Services, as requested by the Columbia Police Department on July 28, 2023. Award to Galls, LLC using the SC State Contract in the amount of \$243,000.00. This firm is located in Columbia, SC. - *Approved*

Funding Source: Police Administrative Services - Uniforms & Clothing (1012402-624100). The original budget amount is \$243,000.00.

8. Council is asked to approve new Sole Source Agreements, as requested by various City Departments. Award to the following vendors in the total amount of \$954,500.00. - *Approved*



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Item	Vendor and Location	Description	Term	Amount
a.	Sound Thinking, Inc. (ShotSpotter) Fremont, CA	Gunshot Detection System, as requested by the Columbia Police Department on July 21, 2023.	(7/1/23 - 6/30/24) The initial term is for one year with the option to renew for two additional one-year periods.	\$499,500.00
<i>Funding Source: Police Administrative Services - Cloud Based Software Solutions (1012402-632170). The original budget amount is \$499,500.00.</i>				
b.	Water Solutions West Haven, CT	Chemical Purate, as requested by Columbia Water on July 26, 2023.	(7/1/2023 - 6/30/2024) The initial term is for one year with the option to renew for one additional one-year period.	\$300,000.00
<i>Funding Source: Utilities Lake Murray Water Plant - Chemicals (5516207-624800). The original budget amount is \$300,000.00.</i>				
c.	Kimley Horn Raleigh, NC	Condition Assessment Update on eight (8) Parking Garages, as requested by the Support Services Division on August 25, 2023.	(9/5/2023 - 6/30/2024) The initial term is for one year with the option to renew for one additional one-year period.	\$155,000.00
<i>Funding Source: Parking Improvement Project Control - Capital Project Costs (5329999-658650). The original budget amount is \$155,000.00.</i>				
Total Amount:				\$954,500.00

9. Council is asked to approve a Memorandum of Understanding for Indigent Defense in the Municipal Court, as requested by the Legal Department. Award to the Richland County Fifth Circuit Public Defender's Office in the amount of \$225,000.00. - *Approved*

Funding Source: Legal Department Public Defender (1018404-638522). The original budget amount is \$225,000.00.



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10. Council is asked to approve a new Professional Services Agreement for Entrance and Wayfinding Sign Design, Fabrication, and Installation, as requested by the Public Works Department on March 9, 2023. Award to Rite Lite Signs, Inc. in an amount not to exceed \$499,500.00. The term of the agreement is three years with two additional one-year renewal periods. This contractor is located in Concord, NC. - *Approved*

Funding Source: General Capital Projects - Gateway Signage - Professional Services (4039999-99050000023-636600). The original budget amount is \$499,500.00.

11. Council is asked to approve an Encroachment Permit Agreement for Project SS7560; Lower Crane Creek Storage Facility, as requested by Columbia Water. Award to Norfolk Southern Railway Company in the amount of \$138,940.00. - *Approved*

Funding Source: Water and Sewer Capital Projects - Unforeseen and Miscellaneous Projects - Capital Project Costs (5529999-658650). The original budget amount is \$138,940.00.

12. Council is asked to approve Fiscal Year 2023/2024 Miscellaneous Contract Renewals, as requested by various departments. Award to the following vendors in the total amount of \$515,405.36. - *Approved*

Item	Vendor and Location	Description	Term	Amount
a.	Wright Johnston Uniforms, Inc. Columbia, SC	Class A/B Fire Uniforms, as requested by the Columbia Fire Department on August 3, 2023.	2nd Year of 3 year initial term (9/13/2023 - 9/12/2024)	\$64,800.00
<i>Funding Source: Fire Administration County - Uniforms & Clothing (208301-624100); Fire Suppression - Uniforms & Clothing (1012303-624100). The original budget amount is \$64,800.00.</i>				
b.	Kronos Incorporated, a UKG Company Lowell, MA	Support Services Renewal, as requested by the Budget, Program Management and Grants Office on August 11, 2023.	Annual Renewal (9/25/2023 - 9/24/2024)	\$123,554.96
<i>Funding Source: Program Management Office - Cloud Based Software Solutions (6218950-632170). The original budget amount is \$123,554.96.</i>				



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c.	Kronos Incorporated, a UKG Company Lowell, MA	Workforce Subscription, as requested by the Budget, Program Management and Grants Office on August 11, 2023.	Annual Renewal (9/28/2023 - 9/27/2024)	\$58,808.27
<i>Funding Source: Program Management Office - Cloud Based Software Solutions (6218950-632170). The original budget amount is \$58,808.27.</i>				
d.	Kronos Incorporated, a UKG Company Lowell, MA	Telestaff, as requested by the Budget, Program Management and Grants Office on August 21, 2023.	Annual Renewal (10/26//2023 - 10/25/2024)	\$88,108.26
<i>Funding Source: Program Management Office - Cloud Based Software Solutions (6218950-632170). The original budget amount is \$88,108.26.</i>				
e.	CentralSquare Technologies, LLC Lake Murray, FL	Records Management System Workstation Software Annual Maintenance, as requested by the Columbia Police Department on July 17, 2023.	Annual Renewal (7/1/2023 - 6/30/2024)	\$180,133.87
<i>Funding Source: Police Administrative Services - Maintenance & Service Contract (1012402-638200). The original budget amount is \$180,133.87.</i>				
Total Amount:				\$515,405.36

13. Council is asked to approve Contract Amendment #4 for Municipal Separate Storm Sewer System Support Services, as requested by Columbia Water on August 2, 2023. Award to Woolpert, Inc., in the amount of \$574,480.00. This firm is located in Columbia, SC. - *Approved*

Funding Source: Engineering Stormwater Improvements - Special Contracts Water/Sewer, Stormwater (5534202-638305). The current budget amount is \$1,065,998.00. The budget amount for this amendment is \$574,480.00. The total revised budget amount is \$1,640,478.00.

Woolpert, Inc. is the prime and will provide Municipal Separate Storm Sewer System (MS4) Support Services at 85.39% (\$490,555.00) of the amendment amount.

The following firms will provide additional services:



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Rogers and Callcott Engineers, Inc., located in Columbia, SC, will provide lab services at 6.61% (\$38,000.00) of the amendment amount.

Xylem/YSI Integrated Systems and Services, Inc., located in Yellow Springs, OH, will provide monitoring equipment at 0.91% (\$5,245.00) of the amendment amount.

In-Situ, located in Fort Collins, CO, will provide monitoring equipment at 3.37% (\$19,330.00) of the amendment amount.

Turner Designs, located in San Jose, CA, will provide monitoring equipment at 2.30% (\$13,200.00) of the amendment amount.

Campbell Scientific, located in Logan, UT, will provide monitoring equipment at 0.61% (\$3,500.00) of the amendment amount.

Fondriest Environmental, Inc., located in Fairborn, OH, will provide monitoring equipment at 0.81% (\$4,650.00) of the amendment amount.

14. Council is asked to approve Contract Amendment #3 for Project SS7568; Saluda River Force Main Extension, as requested by Columbia Water on July 21, 2023. Award to Stantec Consulting Services, Inc. in the amount of \$1,269,031.00. This firm is located in Columbia, SC. - *Approved*

Funding Source: Water and Sewer Capital Projects - Capital Project Costs (5529999-SS756801-658650). The current budget amount is \$538,945.00. The budget amount for this amendment is \$1,269,031.00. The total revised budget amount is \$1,807,976.00.

This is a Mentor Protégé Program project. Stantec Consulting Services, Inc. is the mentor and will provide bridge alternative analysis and design, force main design, and permitting services at 81.02% (\$1,028,181.00) of the amendment amount. Chao & Associates, a Minority Business Enterprise located in Columbia, SC, is the protégé and will provide surveying, geotechnical, and lighting design services at 18.98% (\$240,850.00) of the amendment amount.

15. Council is asked to approve a new Contract for Screening, Grit and Sludge Hauling, and Container Rental for the Metro Wastewater Treatment Plant, as requested by Columbia Water on July 3, 2023. Award to Waste Management of South Carolina, Inc. in the amount of \$1,305,360.00. This contractor is located in Elgin, SC. - *Approved*

Funding Source: Utilities Metro Wastewater Plant-Special Contracts (5516208-638300). The original budget amount is \$1,305,360.00.



**COLUMBIA CITY COUNCIL MEETING MINUTES
TUESDAY, SEPTEMBER 5, 2023**

16. Ordinance No.: 2023-098 - Granting an encroachment to Ryan Maltba for the use of the right of way area of the 1900 block of Pendleton Street for the installation and maintenance of brick pavers adjacent to 1927 Pendleton Street, Richland County TMS# 11405-14-10 – *Approved on second reading.*

First reading approval was given on August 15, 2023.

17. AMENDMENT TO THE UNIFIED DEVELOPMENT ORDINANCE - Personal Services Uses – *Approved on second reading.*

Ordinance No.: 2023-096 - Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 17 (Unified Development Ordinance), Article 4: Use Regulations, Sec. 17-4.2, Principal Uses, d. Personal Services Uses

Proposal: Amendment to the text of Chapter 17 of the Columbia Code of Ordinances entitled “Unified Development Ordinance of the City of Columbia, South Carolina”

Applicant: Peter Brown, City Council District IV Representative

Staff Recommendation: Approval

PC Recommendation: 7/13/23; Approval (5-0)

First reading approval was given on August 15, 2023.

18. ANNEXATION, FUTURE LAND USE MAP AMENDMENT, AND ZONING MAP AMENDMENT for 408 Piney Woods Road and 418 Piney Woods Road; TMS#04910-01-06 – *Approved on second reading.*

Ordinance No.: 2023-092 - Annexing 408 and 418 Piney Woods Road, Richland County TMS #04910-01-06 into the City of Columbia, South Carolina, and Incorporating said property into Columbia Compass: Envision 2036 and the Official Zoning Map

Council District: 1

Proposal: Request to annex the property, assign land use classification of Transportation and Utilities (TU) and assign zoning of Light Industrial District (LI). The property is currently classified as Mixed Residential (High Density) and zoned Light Industrial (M-1) by Richland County.

Staff Recommendation: Approval

PC Recommendation: 07/13/2023; Approval (5-0)

First reading approval was given on August 15, 2023.



**COLUMBIA CITY COUNCIL MEETING MINUTES
TUESDAY, SEPTEMBER 5, 2023**

19. ANNEXATION, FUTURE LAND USE MAP AMENDMENT, AND ZONING MAP AMENDMENT for 68 Riverview Court; TMS# 09106-21-13 (portion) – *Approved on second reading.*

Ordinance No.: 2023-091 - Annexing a portion of 68 Riverview Court, Richland County TMS #09106-21-13 (portion) into the City of Columbia, South Carolina, and Incorporating said property into Columbia Compass: Envision 2036 and the Official Zoning Map

Council District: 1

Proposal: Request to annex the property, assign land use classification of Urban Core Residential Small lot (UCR-1) and assign zoning of Residential Single Family Small Lot District (RSF-3) in a Historic Preservation Overlay District (OV-HP; Earlewood Protection Area B). The property is currently classified as Mixed Residential (High Density) and zoned Residential Multifamily High Density (RM-HD) by Richland County.

Applicant: David Charles Miller and Gwenevere Garris Miller

Staff Recommendation: Approval

PC Recommendation: 07/13/2023; Approval (5-0)

First reading approval was given on August 15, 2023.

ZONING / PLANNING MATTERS - SECOND READING

20. ANNEXATION, FUTURE LAND USE MAP AMENDMENT, AND ZONING MAP AMENDMENT for ± 9.1 acre portion, ± 15.4 acre portion, and ± 1.0 acre portion of 300 Clemson Road; and ±3.9 acre portion of 200 Clemson Road; TMS#25700-02-03 (portion) and 25700-02-05 (portion) – *Approved on second reading.*

Ordinance No.: 2023-089 - Annexing a 9.1 acre portion, a 15.4 acre portion and a 1 acre portion of 300 Clemson Road and a 3.9 acre portion of 200 Clemson Road, Richland County TMS #25700-02-03 (portion) and TMS #25700-02-05 (portion) into the City of Columbia, South Carolina, and Incorporating said property into Columbia Compass: Envision 2036 and the Official Zoning Map – Approved on second reading

Council District: 4

Proposal: Request to annex the property and assign land use classifications of Community Activity Corridor (AC-2) and Neighborhood Activity Corridor (AC-1) and assignment of zoning of General Commercial District (GC). The property is currently classified as Mixed Use Corridor and zoned Rural (RU) and Residential Single Family Low Density (RS-LD) by Richland County.



**COLUMBIA CITY COUNCIL MEETING MINUTES
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Applicant: Lee Lorick Prina II, Successor Trustee

Staff Recommendation: Denial

PC Recommendation: 07/13/2023; Approval (5-0)

First reading approval was given on August 15, 2023.

Upon a motion made by Mr. Brown and seconded by Mr. McDowell, Council voted six to one [6 to 1] to give second reading approval to the Annexation, Future Land Use Map Amendment, and Zoning Map Amendment for $\pm$ 9.1 acre portion, $\pm$ 15.4 acre portion, and $\pm$ 1.0 acre portion of 300 Clemson Road; and $\pm$ 3.9 acre portion of 200 Clemson Road; TMS#25700-02-03 (portion) and 25700-02-05 (portion) **and** Ordinance No.: 2023-089 - Annexing a 9.1 acre portion, a 15.4 acre portion and a 1 acre portion of 300 Clemson Road and a 3.9 acre portion of 200 Clemson Road, Richland County TMS #25700-02-03 (portion) and TMS #25700-02-05 (portion) into the City of Columbia, South Carolina, and Incorporating said property into Columbia Compass: Envision 2036 and the Official Zoning Map. Mr. Brown, Ms. Herbert, Dr. Bussells, Mr. Brennan, Mr. McDowell, and Mr. Duvall voted aye. Mayor Rickenmann voted nay.

21. ZONING MAP AMENDMENT CONFIRMATION for 800 Dutch Square Boulevard; TMS# 07401-07-21 – *Approved on second reading.*

Ordinance No.: 2023-095 - Amending the Official Zoning Map to confirm the zoning for 800 Dutch Square Boulevard, Richland County TMS# 07401-07-21; annexed by Ordinance No.: 2023-050 enacted May 16, 2023 – Approved on second reading.

Council District: 2

Proposal: Request to confirm the zoning of Community Activity Center/Corridor (CAC). The property currently has interim zoning of Community Activity Center/Corridor (CAC).

Applicant: The Midlands Housing Alliance, Inc.

Staff Recommendation: Approval

Annexation

PC Recommendation: 04/13/2023; Approval (5-0)

First Reading: 05/02/2023; Approved

Second Reading: 05/16/2023; Approved

FLU, ZMA Confirmation

PC Recommendation: 07/13/2023; Approval (5-0)



COLUMBIA CITY COUNCIL MEETING MINUTES TUESDAY, SEPTEMBER 5, 2023

First reading approval was given on August 15, 2023.

Mayor Rickenmann asked if we were able to provide information for Mr. Cotton.

Ms. Krista Hampton, Director of Planning and Development Services said we have clarified the information.

Upon a motion made by Mr. Duvall and seconded by Mr. McDowell, Council voted six to one [6 to 1] to give second reading approval to the Zoning Map Amendment Confirmation for 800 Dutch Square Boulevard; TMS# 07401-07-21 **and** Ordinance No.: 2023-095 - Amending the Official Zoning Map to confirm the zoning for 800 Dutch Square Boulevard, Richland County TMS# 07401-07-21; annexed by Ordinance No.: 2023-050 enacted May 16, 2023. Mr. Brown, Ms. Herbert, Mr. Brennan, Mr. McDowell, Mr. Duvall and Mayor Rickenmann voted aye. Dr. Bussells voted nay.

22. FUTURE LAND USE MAP AMENDMENT CONFIRMATION for 800 Dutch Square Boulevard; TMS#07401-07-21 – *Approved on second reading.*

Ordinance No.: 2023-090 - Amending the Columbia Compass: Envision 2036 Map to confirm the future land use classification for 800 Dutch Square Boulevard; Richland County TMS# 07401-07-21; annexed by Ordinance No 2023-050 enacted May 16, 2023 – Approved on second reading.

Council District: 2

Proposal: Request confirmation of the future land use classification of Urban Core Community Activity Center (UCAC-2). The property is currently assigned an interim future land use classification of Urban Core Community Activity Center (UCAC-2).

Applicant: The Midlands Housing Alliance, Inc.

Staff Recommendation: Approval

Annexation

PC Recommendation: 04/13/2023; Approval (5-0)

First Reading: 05/02/2023; Approved

Second Reading: 05/16/2023; Approved

FLU, ZMA Confirmation

PC Recommendation: 07/13/2023; Approval (5-0)

First reading approval was given on August 15, 2023.



**COLUMBIA CITY COUNCIL MEETING MINUTES
TUESDAY, SEPTEMBER 5, 2023**

Upon a motion made by Mr. Duvall and seconded by Mr. McDowell, Council voted six to one [6 to 1] to give second reading approval to the Future Land Use Map Amendment Confirmation for 800 Dutch Square Boulevard; TMS#07401-07-21 **and** Ordinance No.: 2023-090 - Amending the Columbia Compass: Envision 2036 Map to confirm the future land use classification for 800 Dutch Square Boulevard; Richland County TMS# 07401-07-21; annexed by Ordinance No 2023-050 enacted May 16, 2023. Mr. Brown, Ms. Herbert, Mr. Brennan, Mr. McDowell, Mr. Duvall, and Mayor Rickenmann voted aye. Dr. Bussells voted nay.

ORDINANCES - FIRST READING

23. Ordinance No.: 2023-102 - Granting an encroachment to Five Points Association for the use of the right of way areas of the 700 block of Harden Street and the 700 block of Saluda Avenue for the installation and maintenance of a steel statue adjacent to 727 Harden Street and 751 Saluda Avenue, Richland County TMS# 11308-07-04 and 11308-06-03 – *Approved on first reading.*

Upon a motion made by Mr. Brennan and seconded by Ms. Herbert, Council voted unanimously to give first reading approval to Ordinance No.: 2023-102 - Granting an encroachment to Five Points Association for the use of the right of way areas of the 700 block of Harden Street and the 700 block of Saluda Avenue for the installation and maintenance of a steel statue adjacent to 727 Harden Street and 751 Saluda Avenue, Richland County TMS# 11308-07-04 and 11308-06-03.

24. Ordinance No.: 2023-103 - Granting an encroachment to Jay's Bar and Grill for the use of the right of way area of the 900 block of Gervais Street for the installation and maintenance of an accessory building for the adjoining business adjacent to 902 Gervais Street, Suite F, Richland County TMS# 08916-02-01 – *Denied*

Upon a motion made by Mr. Duvall and seconded by Mr. McDowell, Council voted unanimously to deny Ordinance No.: 2023-103 - Granting an encroachment to Jay's Bar and Grill for the use of the right of way area of the 900 block of Gervais Street for the installation and maintenance of an accessory building for the adjoining business adjacent to 902 Gervais Street, Suite F, Richland County TMS# 08916-02-01.



**COLUMBIA CITY COUNCIL MEETING MINUTES
TUESDAY, SEPTEMBER 5, 2023**

25. Ordinance No.: 2023-109 - A Sixteenth 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 \$155,000,000, in order to refinance certain outstanding indebtedness and to finance various capital projects and improvements to the system, any necessary debt service reserves, capitalized interest and issuance costs; authorizing the Mayor, the City Manager and the Assistant City Manager for Finance and Economic Services, or any two of them acting together, to determine certain matters with respect to the bonds; prescribing the form and details of such bonds; and other matters relating thereto – *Approved on first reading.*

Attorney Estimated Cost of Issuance		
Service	Provider	Cost
Co-Bond Counsel, Tax Counsel	Burr Forman	\$197,500
Co-Bond Counsel	Johnson, Toal, Battiste	\$80,000
Co-Underwriter's Counsel	Parker Poe	\$89,000
Co-Underwriter's Counsel	Starkes Law	\$40,000

Upon a motion made by Mr. McDowell and seconded by Mr. Duvall, Council voted unanimously to give first reading approval to Ordinance No.: 2023-109 - A Sixteenth 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 \$155,000,000, in order to refinance certain outstanding indebtedness and to finance various capital projects and improvements to the system, any necessary debt service reserves, capitalized interest and issuance costs; authorizing the Mayor, the City Manager and the Assistant City Manager for Finance and Economic Services, or any two of them acting together, to determine certain matters with respect to the bonds; prescribing the form and details of such bonds; and other matters relating thereto.

26. Ordinance No.: 2023-111 - Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 5, Buildings and Buildings Regulations, Article IX, Short Term Rentals, Sec. 5-402, Short-term rental regulations, Sec. 5-404, Short-term rental permit application and fees and Sec. 5-410, Enforcement and penalties – *Approved on first reading.*

Short-Term Rentals Ad-hoc Committee Recommendation: 08/15/2023; Approval (3-0)

Councilor Duvall said we have 200 registered units.



**COLUMBIA CITY COUNCIL MEETING MINUTES
TUESDAY, SEPTEMBER 5, 2023**

Upon a motion made by Mr. Duvall and seconded by Mr. Brennan, Council voted unanimously to give first reading approval to Ordinance No.: 2023-111 - Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 5, Buildings and Buildings Regulations, Article IX, Short Term Rentals, Sec. 5-402, Short-term rental regulations, Sec. 5-404, Short-term rental permit application and fees and Sec. 5-410, Enforcement and penalties.

PUBLIC HEARING & ORDINANCE FIRST READING

27. Ordinance No.: 2023-097 - Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 24, Vehicles for Hire, Article IV, Wrecker and Towing Services, Section 24-215, Towing and storage charges – *Approved on first reading.*

Mr. Robert Anderson, Director of Public Works said we have not had a rate increase in the last 12 years. The accident rate was \$160 and we are proposing \$225. The parking tow rate is \$125 and we are proposing \$175. The parking drop rate is when a person has a parking ticket and they pay on the spot. It is \$50 and we are proposing \$100. Storage charges are \$25 per day and we are proposing \$35 per day.

Mayor Rickenmann suggested staggering the charges over a two year period. We created the rotating tow system, but a lot of debris is left on the roadside and medians. What can we do to work with tow operators to make sure that material is being picked up?

Mr. Robert Anderson, Director of Public Works said I sent a letter to these companies. We will work with Chief Holbrook and the Columbia Police Department to make sure their officers are aware that the wrecker company is required to clean 100% of it.

Councilor Brown recommended that the towing service document the accident in compliance with their contract.

Mayor Rickenmann suggested that the proposed rate increase over a two year period by 50%. That is fair to the public.

Councilor Herbert asked if we need to add specific language to the cleanup requirement. If the amount has changed, do we need to defer this and have it come back with those numbers for the public hearing?



COLUMBIA CITY COUNCIL MEETING MINUTES TUESDAY, SEPTEMBER 5, 2023

Mayor Rickenmann said we can have the public hearing tonight and talk about the numbers. We can redo the documents and have our first vote at our next meeting. That will keep us in compliance.

Ms. Teresa Wilson, City Manager said if we're including that type of language, is the intention to have something punitive attached to not cleaning it up.

Mayor Rickenmann said we may need to update the franchise agreement because I don't believe it calls for a penalty. When it's not picked up, it's an added cost for us.

Councilor Duvall said prior to COVID, we were looking at remodeling the towing ordinance for the city of Columbia. Would you like to have a public hearing tonight and refer it to the Public Safety Committee?

Mayor Rickenmann said since this is just a fee ordinance, we should have the public hearing. We will move this forward, bring it to the committee to make the changes, update it and bring it back.

Councilor McDowell asked if that is all inclusive of fees and cleanup.

Mr. Robert Anderson, Director of Public Works said the cleanup document is already included in the city ordinance, section 24. If the towing company tows the car away, they're required to clean 100% of the debris. That includes sweeping up glass out of the street.

Ms. Teresa Wilson, City Manager said that doesn't address penalties.

Council opened the public hearing at 4:42 p.m.

No one appeared at this time.

Council closed the public hearing at 4:42 p.m.

Upon a motion made by Mayor Rickenmann and seconded by Mr. Duvall, Council voted unanimously to give first reading approval to Ordinance No.: 2023-097 - Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 24, Vehicles for Hire, Article IV, Wrecker and Towing Services, Section 24-215, Towing and storage charges as amended to implement the fee increases for accident towing, parking towing, and parking drops over a two-year period.



**COLUMBIA CITY COUNCIL MEETING MINUTES
TUESDAY, SEPTEMBER 5, 2023**

RESOLUTIONS

28. Resolution No.: R-2023-062 - Authorizing the City Manager to execute a Memorandum of Understanding between the City of Columbia and City of West Columbia (New pedestrian bridge over the Saluda River and a new 30" sewer force main for the Saluda River Force Main Extension Project SS7568) – *Approved*

Councilor Duvall said I'm voting no on this particular ordinance because it is a scenic part of the Saluda River. I have had a good conversation with Mr. Shealy and I'm hoping that we can come up with a better location for this bridge.

Dr. Bussells said I just wanted to reiterate that conversations would continue to identify an appropriate location that Council is comfortable with. This is just authorizing an agreement with West Columbia.

Upon a motion made by Mr. Brown and seconded by Dr. Bussells, Council voted six to one [6 to 1] to approve Resolution No.: R-2023-062 - Authorizing the City Manager to execute a Memorandum of Understanding between the City of Columbia and City of West Columbia (New pedestrian bridge over the Saluda River and a new 30" sewer force main for the Saluda River Force Main Extension Project SS7568). Mr. Brown, Ms. Herbert, Dr. Bussells, Mr. Brennan, Mr. McDowell, and Mayor Rickenmann voted aye. Mr. Duvall voted nay.

29. Resolution No.: R-2023-065 - Authorizing change of signatures on financial accounts - *Approved*

Upon a motion made by Mr. McDowell and seconded by Mr. Duvall, Council voted unanimously to approve Resolution No.: R-2023-065 - Authorizing change of signatures on financial accounts.

30. Resolution No.: R-2023-074 - Authorizing the City Manager to execute an Agreement between the City of Columbia and The Midlands Housing Alliance, Inc. for 2025 Main Street for Fiscal Year 2023-2024 - *Approved*

Health, Social, and Environmental Affairs Committee Recommendation: 08/22/2023; Approval (3-0)

Upon a motion made by Dr. Bussells and seconded by Mr. Duvall, Council voted unanimously to approve Resolution No.: R-2023-074 - Authorizing the City Manager to execute an Agreement between the City of Columbia and The Midlands Housing Alliance, Inc. for 2025 Main Street for Fiscal Year 2023-2024.



**COLUMBIA CITY COUNCIL MEETING MINUTES
TUESDAY, SEPTEMBER 5, 2023**

31. Resolution No.: R-2023-075 - Authorizing the City Manager to execute a Contract for Professional Services between the City of Columbia and Lexington/Richland Alcohol and Drug Abuse Council LRADAC - *Approved*

Health, Social, and Environmental Affairs Committee Recommendation: 08/22/2023; Approval (3-0)

Upon a motion made by Dr. Bussells and seconded by Mr. Duvall, Council voted unanimously to approve Resolution No.: R-2023-075 - Authorizing the City Manager to execute a Contract for Professional Services between the City of Columbia and Lexington/Richland Alcohol and Drug Abuse Council LRADAC.

32. Resolution No.: 2023-076 - Authorizing the City Manager to execute a Contract for Professional Services between the City of Columbia and Salvation Army – *Approved*

Health, Social, and Environmental Affairs Committee Recommendation: 08/22/2023; Approval (3-0)

Upon a motion made by Dr. Bussells and seconded by Mr. Duvall, Council voted unanimously to approve Resolution No.: 2023-076 - Authorizing the City Manager to execute a Contract for Professional Services between the City of Columbia and Salvation Army.

33. Resolution No.: R-2023-077 - Ratifying and Authorizing the City Manager to execute a Contract for Professional Services between the City of Columbia and The Midlands Housing Alliance, Inc. for Rapid Shelter Columbia and Rapid Shelter Columbia Overflow for Fiscal Year 2023-2024 – *Approved*

Health, Social, and Environmental Affairs Committee Recommendation: 08/22/2023; Approval (3-0)

Upon a motion made by Mr. McDowell and seconded by Dr. Bussells, Council voted unanimously to approve Resolution No.: R-2023-077 - Ratifying and Authorizing the City Manager to execute a Contract for Professional Services between the City of Columbia and The Midlands Housing Alliance, Inc. for Rapid Shelter Columbia and Rapid Shelter Columbia Overflow for Fiscal Year 2023-2024.

34. Resolution No.: R-2023-078 - Authorizing the City Manager to execute a Contract for Professional Services between the City of Columbia and Rainey Day Fund for Fiscal Year 2023-2024 - *Approved*

Health, Social, and Environmental Affairs Committee Recommendation: 08/22/2023; Approval (3-0)



**COLUMBIA CITY COUNCIL MEETING MINUTES
TUESDAY, SEPTEMBER 5, 2023**

Upon a motion made by Dr. Bussells and seconded by Mr. Duvall, Council voted unanimously to approve Resolution No.: R-2023-078 - Authorizing the City Manager to execute a Contract for Professional Services between the City of Columbia and Rainey Day Fund for Fiscal Year 2023-2024.

35. Resolution No.: R-2023-080 -Authorizing the City Manager to execute Professional Services Agreement for the Housing First Program between the City of Columbia and the University of South Carolina for Fiscal Year 2023-2024 - *Approved*

Health, Social, and Environmental Affairs Committee Recommendation: 08/22/2023; Approval (3-0)

Upon a motion made by Dr. Bussells and seconded by Mr. Duvall, Council voted unanimously to approve Resolution No.: R-2023-080 -Authorizing the City Manager to execute Professional Services Agreement for the Housing First Program between the City of Columbia and the University of South Carolina for Fiscal Year 2023-2024.

EVENT RESOLUTIONS

36. Resolution No.: R-2023-066 - Authorizing consumption of beer and wine only at Opening Season Party in the 1000 block of Sumter Street between Senate Street and Pendleton Street on Friday, September 8, 2023 - *Approved*

Upon a motion made by Mr. Duvall and seconded by Dr. Bussells, Council voted unanimously to approve Resolution No.: R-2023-066 - Authorizing consumption of beer and wine only at Opening Season Party in the 1000 block of Sumter Street between Senate Street and Pendleton Street on Friday, September 8, 2023.

37. Resolution No.: R-2023-071 - Authorizing consumption of beer and wine only within Boyd Plaza adjacent to the Columbia Museum of Art for Arts and Draughts on Friday, November 10, 2023 - *Approved*

Upon a motion made by Mr. Duvall and seconded by Dr. Bussells, Council voted unanimously to approve Resolution No.: R-2023-071 - Authorizing consumption of beer and wine only within Boyd Plaza adjacent to the Columbia Museum of Art for Arts and Draughts on Friday, November 10, 2023.



**COLUMBIA CITY COUNCIL MEETING MINUTES
TUESDAY, SEPTEMBER 5, 2023**

CITY COUNCIL COMMITTEE REFERRALS, REPORTS AND NEW BUSINESS

38. Council is asked to refer proposed revisions to Chapter 14, Article IV, Sec. 14-108, Discharge of Fireworks to the Public Safety Committee, as requested by The Honorable William Brennan.

Councilor Brennan asked that the city's fireworks ordinance be amended to mirror the hours when fireworks can be discharged in Richland County.

Dr. Bussells asked that the city's fireworks ordinance be amended to mirror the holidays included in Lexington County's ordinance.

Upon a motion made by Mr. Brennan and seconded by Dr. Bussells, Council voted unanimously to refer proposed revisions to Chapter 14, Article IV, Sec. 14-108, Discharge of Fireworks to the Public Safety Committee.

Upon a motion by Mayor Rickenmann and seconded by Mr. Duvall, Council voted unanimously to refer a review of the city's wrecker and towing ordinance as it relates to the removal of debris and possible penalties for repeat offenders to the Public Safety Committee.

Upon a motion by Mr. Duvall and seconded by Dr. Bussells, Council voted unanimously to refer a review of the city's policy related to the ownership and maintenance of boundary trees to the Health Social and Environmental Affairs Committee.

Upon a motion made by Dr. Bussells and seconded by Mr. Brown, Council voted unanimously to refer any subsequent updates and public information around the Gateway Project to the Economic Development and Infrastructure Committee.

PUBLIC INPUT

Mr. Chase Oliver of Atlanta, Georgia spoke in support of Be Kind Be Great and expressed concerns over the inability to serve the unhoused.

Mayor Rickenmann said we don't have an ordinance that prevents Ms. Brown from serving the homeless. We've offered a spot that has bathrooms and everything else to help. We also just voted on over a million dollars' worth of services to help shelters and we propped up the Rapid Shelter. I would encourage you to see what we've done.



**COLUMBIA CITY COUNCIL MEETING MINUTES
TUESDAY, SEPTEMBER 5, 2023**

Councilor Herbert said we just approved a ton of money for homeless services tonight and for those who have not recognized it, you will want to look at Items 30-35. If you would like the dollar amounts, we can give you those.

Mr. Jason Lyon of Greenville, South Carolina spoke in support of Be Kind Be Great and expressed concerns for the residents and businesses of the Cottontown area. He said they feel like they are being neglected by City Council. and they weren't bringing in the metrics to garner them services. He also expressed concerns about the potential increase of residents in the city and requirements about serving food only at Christ Central.

Mr. Thomas Hill of North Carolina spoke in support of Be Kind Be Great and expressed concerns over the treatment of Ms. Brown while serving the unhoused.

Pastor Moses Colbert, Chairman of Faith, Hope, and Love Community Enrichment Ministries, Inc. spoke in support of Be Kind Be Great and similar organizations. He suggested collaborative efforts as one of the solutions in helping the unhoused population.

Ms. Jacklyn Sobotowicz, Columbia People's Program expressed concerns with the treatment of her organization while serving, the lack of individuals who have experienced homelessness on the Homelessness Task Force, and the placement of the collaboration with Christ Central.

Ms. Teresa Wilson, City Manager said placing people in the right environment has begun to work little by little. Meal sharing is an example of us trying to come up with something new that might also work. Finlay Park is about to have construction, so that is a security matter and a safety issue. It's not meant to not be uncompassionate. Addressing this week after week without us sitting down and having real discussions so we can work through solutions is not the most productive thing either. In order to strike that balance, let's figure out something together.

Mr. Regi Solis expressed concerns about the closing of Finlay Park and the lack of an alternative location for meal sharing. He requested designated areas for the homeless to sleep.

Ms. Ericka Brown spoke in support of Be Kind Be Great and expressed concerns over the lack of communication between herself, city staff and the Mayor's Office.

Mayor Rickenmann said you've been here for the last five meetings. You have brought up issues around feedings, the costs, and how can we make people feel comfortable. We have been listening to you and addressing it. I don't know why we haven't connected. I want to apologize and we will have a meeting.



**COLUMBIA CITY COUNCIL MEETING MINUTES
TUESDAY, SEPTEMBER 5, 2023**

EXECUTIVE SESSION

Upon a motion made by Mr. Duvall and seconded by Mr. Brennan, Council voted unanimously to enter into Executive Session at 5:45 p.m. for the discussion of **Items 39** and **40**.

39. Receipt of legal advice relating to matters covered by attorney-client privilege pursuant to S.C. Code §30-4-70(a)(2)
- *Per- and Polyfluoroalkyl Substances (PFAS)*
40. Discussion of compensation of an employee pursuant to S.C. Code §30-4-70(a)(1)
- *City Council*

ADJOURNMENT

The meeting was adjourned at 6:20 p.m.

Respectfully submitted:

Erika D. Moore Hammond, CMC
City Clerk



We Are Columbia

MEETING DATE: September 19, 2023

DEPARTMENT: City Clerk

FROM: *Erika Hammond, City Clerk*

SUBJECT: Council is asked to approve the February 14 Work Session and February 28, 2023 Budget Workshop Minutes.

**FUNDING SOURCE &
ORIGINAL BUDGET:**

ATTACHMENTS:

- **#a:** MN_02142023_WS (PDF)
- **#b:** MN_02282023_BWS (PDF)



COLUMBIA CITY COUNCIL MEETING MINUTES TUESDAY, FEBRUARY 14, 2023

CALL TO ORDER

The Columbia City Council conducted a work session on Tuesday, February 14, 2023 at City Hall (Mayor's Conference Room), 1737 Main Street, Columbia, South Carolina. The Honorable Daniel J. Rickenmann, Mayor called the meeting to order at 3:03 p.m. The following members of Council were present: The Honorable Howard E. Duvall, Jr., The Honorable Edward H. McDowell, Jr., The Honorable William Brennan, The Honorable Aditi Bussells, and The Honorable Tina N. Herbert. Also present were Ms. Teresa Wilson, City Manager and Ms. Erika D. Moore Hammond, City Clerk. The meeting was advertised in accordance with the South Carolina Freedom of Information Act.

INVOCATION

The Honorable Edward H. McDowell offered the invocation.

CITY COUNCIL DISCUSSION

1. Climate Protection Action Committee (CPAC) Update - Mr. Bob Petrulius, CPAC Chair

Mr. Bob Petrulis, CPAC Chair said CPAC is composed of seven voting members and eight appointed non-voting members representing a range of organizations and concerns. The main purposes are to inform the city about climate related issues, public outreach and education, and build partnerships with the city and interested organizations. Current projects include addressing climate impacts on low and moderate residents and the transition to renewable energy. In 2006, the mayor signed the U.S. Conference of Mayors Climate Protection Agreement. CPAC was established a year later to work on this issue. In 2017, City Council adopted the Ready for 100 Resolution. It established the goal of transitioning to 100% clean and renewable energy by 2036. The original resolution lacked benchmarks and an implementation plan. In the last year, we developed a new resolution. Resolution 2.0 establishes benchmarks; creates a road map for the transition of city properties and operations to clean and renewable energy; it will also save money and improve capacity at the city; and it sets a goal of 75 MW of new solar to meet the city's projected operational needs.

Mayor Rickenmann said we need a plan that we can achieve. Solar is one part of it. We want to reconstitute the Hydro Plant; that could get us five to ten megawatts. We need to look at alternatives. I am on the Mayors Climate Committee and the U.S. Conference of Mayors Energy Committee. We had a lot of discussions about projects that can realistically get us there. How do we build a plan with all those pieces? We want to achieve this goal without putting our city at risk. We hope to add solar at the Wastewater Treatment Plant. We are talking to Dominion about what they can do to help us achieve these goals.



**COLUMBIA CITY COUNCIL MEETING MINUTES
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Mr. Bob Petrulis, CPAC Chair said we hope to leave enough flexibility in the plan for the city to take advantage of improved technology and new ideas.

Councilor Brennan asked if other municipalities in the state have an organization like CPAC. Are we comparing notes to see if their initiatives are on par with ours? We could have a stronger voice at the State House.

Mr. Bob Petrulis, CPAC Chair said there are advisory groups that work with cities in the rest of the state. Resolution 2.0 looks specifically at city operations as opposed to the wider community. We will bring in energy audits. Resources are becoming available through the Infrastructure Bill and the Inflation Reduction Act (IRA). We are part of the Communities Local Energy Action Program and we receive technical assistance from the U.S. Department of Energy. We are looking at helping low and moderate income families retrofit their homes and improve energy efficiency. Over 50% of the households in Columbia are rented and this makes it more difficult. Last summer, we undertook a Heat Study. We mapped the city's heat islands and we have a better idea of the areas that are subject to increased heat. Two years ago, we commissioned a report on the clean energy transition for the city of Columbia. That report was shared with city departments and others. It gives us ideas on methods for approaching this problem. Several programs are available through IRA funding. We stand ready to provide assistance with meeting these goals. We hope to continue conversations as we move forward.

Councilor Bussells said we talked about reducing litter in our city. There are conversations about working with the state to increase fines around littering. It would be interesting to talk to CPAC about the environmental perspective and impact of looking at some of those pieces.

Mr. Bob Petrulis, CPAC Chair said there may be some things that shade into fossil fuel use. For example, if we could encourage restaurants that provide take out to look at using biodegradable or compostable clamshells. There may be things that are beneficial to businesses.

Councilor Herbert suggested that Resolution 2.0 go to the Health Social and Environmental Affairs Committee.

2. Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 5, Buildings and Building Regulations, to add Article IX, Short Term Rentals - The Honorable Howard E. Duvall, Jr.



COLUMBIA CITY COUNCIL MEETING MINUTES TUESDAY, FEBRUARY 14, 2023

Councilor Duvall explained that we have studied this topic for over a year now and I hope we will come up with a document that we can send to the council meeting. There is nothing in section 2-51 of the city code that prevents us from voting in a work session. Today, we will go through questions that several of us have about specific sections of the proposed ordinance. The only way to move this forward is to decide if there are four councilmembers that want the provision changed. If we can't come to general consensus on changing or including an item, I hope we can vote on it this afternoon.

Councilor McDowell sought legal advice on voting in a work session.

Ms. Teresa Knox, Esq., City Attorney said the practice has been that Council would not vote in work sessions or subcommittees. Council recently decided to start voting in subcommittees. It is not a final vote of an issue but to send a matter out of subcommittee and back to Council. I assume that Councilman Duvall is talking about voting an issue out of here but not taking a vote on the final matter.

Councilor Duvall said not taking a final vote, but the consensus of the work session is that this needs to be included in the ordinance. The ordinance would then go to the February 21 meeting for a public hearing on the fee and first reading of the ordinance. Anybody would reserve the right to make an amendment at the full Council session. We need a mechanism for deciding whether the majority of us think something should be included.

Councilor McDowell asked about the disposition of the committee.

Councilor Duvall said the committee met several times and we had at least three public hearings. We have referred it back to the Council. Council had a work session on it a few weeks ago and came up with a list of nine suggested changes. We made the suggested changes in the redline version that you have. Substantial changes were made after the work session. The mayor has sent me several questions that need to be decided. If there is not obvious consensus, we need to vote.

There was an in-depth discussion related to the formality of voting in this session. There was consensus to begin reviewing the ordinance.

Councilor Duvall said we may need a 30 day buffer to allow for implementation of the hardware and software necessary to receive the permits. We will add 30 days to the 120 days.



We Are Columbia

**COLUMBIA CITY COUNCIL MEETING MINUTES
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Mr. David Hatcher, Housing Official / Code Enforcement said we use Energov for the current rental permits. We are capable of doing the STR permits through the same software. It would take more time if you all decided to hire a third party for data collection. If we do it in house, 30 days is enough time.

Councilor Duvall said Madam City Manager, is 150 days enough time if we go through a third party. We need a third party to help administer this and monitor where the STRs are.

Ms. Teresa Wilson, City Manager said we already started discussing this in the context of a contract we already have because they potentially have the capacity to do this. We need to talk to legal and procurement about this. Yes, I think we can figure that out.

Councilor Duvall asked if Council is comfortable with adding a buffer period of 30 days after the passage of the ordinance before we start the 120 day clock.

Councilor Bussells asked if the goal of the moratorium is to be able to collect accurate data.

Councilor Duvall said the moratorium gives us to July 2024 to collect data. If Council does not act by July 2024, the restriction comes off. It forces the neighborhoods and STR industry to work with the Council to come up with something they can live with.

Mayor Rickenmann asked Mr. Duvall to go through the data being collected.

Councilor Duvall said that is where the third party can help us. This gives us until July 2024 to use the data that is being collected to determine whether we need to move forward. If you don't move forward, it takes away any restrictions on the non-owner occupied STRs.

Councilor Herbert said I could support a temporary moratorium that specifically states the reason for it, which is to collect data to come up with a specific strategy or recommendation.

Mayor Rickenmann said I believe we need to get all of these registered. We need to be collecting fees that are owed to us. We need to tread lightly over a period of time to make sure we don't alienate ourselves and get caught up in something that effects a lot of other things that benefit this community.

Councilor Duvall said this ordinance is moderate. We have a year to look at the data. We should not put specific language in there. Section 5-406 talks about the moratorium.



**COLUMBIA CITY COUNCIL MEETING MINUTES
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Councilor Bussells said we want more information to understand the scope of the problem. I am supportive of us doing whatever we need to do to explicitly make the case for treating our STRs like many other businesses where they have to get a business license. I am supportive of making our policies consistent with VRBO and Airbnb. We need to be clear that our goal is to have more information and data about where these rentals are positively or adversely affecting communities and districts within Columbia. We can be more explicit about that.

Councilor Duvall suggested adding explicit language to whereas clauses. You are comfortable adding the 30 day buffer before starting the 120 days. Staff is comfortable that they can administer this and get the proper support for it. We are putting the moratorium on and that will give STRs plenty of time to get registered. If Council doesn't take the data that will be gathered by the third party or own resources by July 1, 2024, that moratorium is relieved and the non-owner occupied STRs can get permits anywhere in the city.

Councilor Herbert asked if it is simple to notify STR owners.

Councilor Duvall said we can use the platforms to notify owners. If a third party provides the addresses, we can send them notices. We will be proactive in making sure they know.

Councilor Brennan asked if owner-occupied STRs are required to have a business license.

Councilor Duvall said we have to include both of them.

Ms. Teresa Knox, Esq., City Attorney recalled that we are in litigation against Airbnb and our main cause is for business licenses and accommodation fees because they are not remitting now.

Mayor Rickenmann suggested that owner occupied short-term rentals be added to section 5-406.

Councilor Duvall said I am willing to apply the moratorium to everyone until July 1, 2024.

Councilor Herbert inquired about the fees for non-owner occupied and owner occupied. Why isn't it the same number?

Councilor Bussells asked if it is a consistent practice to have two different application rates.

Councilor Duvall said yes. I agree to remove the million dollar general liability policy requirement.



**COLUMBIA CITY COUNCIL MEETING MINUTES
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Ms. Teresa Knox, Esq., City Attorney asked if we are removing all of section 5-402(d) or the amount.

Mayor Rickenmann asked if we have inspections with the long-term rentals.

Councilor Duvall said yes. David has the authority to inspect them. Take (d) out.

Mr. David Hatcher, Housing Official / Code Enforcement Division said it is similar to how we do long-term inspections. They have to provide a checklist certifying that everything meets minimum code or they can ask us to do inspections. If it is a problem property, we will require an inspection.

Mayor Rickenmann said we need to have a deeper discussion on that, especially with the long-term rentals. We need to figure out how to fund more inspectors. Long-term rentals in Columbia are a huge issue. We have people beating the system and using tax shelters to hide. The way some people are living in our community is not acceptable. We are spending a lot of time on this when we need to be figuring out how to take care of that issue.

Councilor Brennan said a better reporting portal would help to.

Councilor Duvall said this will allow us to get more code enforcement officers that can help with that issue and the short-term. The Mayor had the parking requirements on his list. The ordinance [section 5-402(m)] requires that one parking space for every two bedrooms in a dwelling unit must be made available and designated for a STR. Guests must be notified of the parking plan and the maximum number of vehicles allowed, which shall not exceed six between sunset and sunrise.

Mayor Rickenmann asked about parking on a public street.

Councilor Duvall said the city of Columbia requires two parking spaces per residential house and you can only use 40% of your front yard to park vehicles. This is essentially the same requirement.

Councilor Brennan said I don't want to see property owners throwing down gravel on half of their front yard and calling it parking.

Councilor Duvall reviewed section 5-408(c)(1)b. We don't need to say that in the long-term or short-term rentals.



**COLUMBIA CITY COUNCIL MEETING MINUTES
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Mr. David Hatcher, Housing Official / Code Enforcement Division said the intent of the ordinance is that if they violate any city ordinance that is a first offense. The next time we go out there for another violation of whatever city ordinance, whether it is the same offense or not, that is the second offense.

There was an in-depth discussion related to violations and the assessment of points.

Mayor Rickenmann inquired about ADA compliant parking.

Councilor Duvall suggested amending section 5-408(c)(1)b to read: Five points will be assessed for a second occurrence and each occurrence thereafter within the last 12 months. Do you have any particular questions? According to the list, the only question we haven't solved is parking.

Ms. Elle Matney, Director of Parking Services said for our current residential permitted neighborhoods, homeowner residents may receive two homeowner permits and three visitor permits. If you are the homeowner non-resident, you only get one visitor permit and the tenant may be permitted for two. It varies slightly depending on the residential area. We may be challenged moving forward about the visitor permits because they are not assigned to a specific license plate versus a block. We may want to consider that non-resident homeowner who wants to lease their home would only be entitled to one visitor permit. How will we account for their parking? We were talking about how to move forward with a short-term rental that obsessively abuses parking. There are four permitted neighborhoods.

Councilor Duvall said we are not going to solve that in the next ten minutes. Why don't we agree to send this up to the full Council 4:00 p.m. session, have a public hearing on the fees and potentially first reading on the ordinance? Maybe the Mayor can help us with parking.

Mayor Rickenmann said I am struggling with the moratorium.

Councilor Duvall said we can't shirk our duty because the General Assembly is thinking about doing something. I want to move it up. Are there four of you who want to do that?

Councilor McDowell said I am not ready.

Councilor Bussells said I prefer that this be passed in a way that is very focused on us wanting to have fair policies for short-term and long-term rentals and our desire to collect accurate data. As it is currently written, I think we need more time.



**COLUMBIA CITY COUNCIL MEETING MINUTES
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Councilor Herbert said it is important for us to have the next draft ahead of time.

Councilor Bussells asked if we can do the public hearing and not do first reading.

Mayor Rickenmann said we all agree that we want them to get registered, we want to have agents and we want a way to collect the data.

Ms. Teresa Knox, Esq., City Attorney said we need to have something to put on the agenda. Do you want these changes you talked about today to be drafted? We have to put the fees in the ordinance. It is 15-days' notice to do the public hearing.

Councilor Herbert suggested the following additional language: temporary moratorium to allow city and the council we are creating to establish a registration system and gather data to determine the impact of STRs on housing stock, neighborhoods, etc. City Council should make a final recommendation or changes to such ordinance no later than July 1, 2024.

Councilor Duvall said the moratorium automatically comes off unless the Council acts. We will clean it up to get it as close to what I think the majority of the opinion is here and get it back to you to read before you come to the next meeting. Maybe the first meeting in March we can have the public hearing.

Ms. Teresa Wilson, City Manager said you have to put it out there in such a way that the community response will be such that everyone understands what you are doing.

Councilor Herbert said the ad-hoc committee had several sessions. I think we heard from the core people who are interested in this issue. We had a lot of public input.

Mayor Rickenmann said it is best to make March 21 the date for the public hearing and first reading. Tina share your language with Teresa Knox. We need to figure out the parameters with parking and how to include something that is universally enforced.

ADJOURNMENT

The meeting was adjourned at 4:55 p.m.



We Are Columbia

**COLUMBIA CITY COUNCIL MEETING MINUTES
TUESDAY, FEBRUARY 14, 2023**

Respectfully submitted:

Erika D. Moore Hammond, CMC
City Clerk



COLUMBIA CITY COUNCIL MEETING MINUTES TUESDAY, FEBRUARY 28, 2023

The Columbia City Council conducted a Budget Workshop on Tuesday, February 28, 2023 at City Hall, (Mayor's Conference Room) 1737 Main Street, Columbia, South Carolina. The Honorable Daniel J. Rickenmann, Mayor called the meeting to order at 1:05 p.m. The following members of Council were present: The Honorable Howard E. Duvall, Jr., The Honorable William Brennan, The Honorable Aditi Bussells, and The Honorable Tina N. Herbert. The Honorable Edward H. McDowell, Jr. was absent. Also present were Ms. Teresa Wilson, City Manager and Ms. Erika D. Moore Hammond, City Clerk. The meeting was advertised in accordance with the South Carolina Freedom of Information Act.

INVOCATION

The Honorable Howard E. Duvall, Jr. offered the invocation.

CITY COUNCIL DISCUSSION

1. City Council Strategic Outcomes - Ms. Teresa Wilson, City Manager

Ms. Teresa Wilson, City Manager distributed copies of the Columbia City Council Strategic Outcomes that are being used to frame this year's budgetary requests.

2. Fiscal Year 2022 / 2023 Budget Recap - Ms. Missy Caughman, Budget, Program Management and Grants Director

Ms. Missy Caughman, Budget, Program Management and Grants Director recalled that fiscal years 2021/2022 and 2022/2023 budgets were developed with uncertainty due to the pandemic. The budget was balanced with savings from vacant positions and funds from the American Rescue Plan. During this time, City Council made significant investments in general capital projects and other strategic initiatives. The fiscal year 2022/2023 total operating budget is \$391,651,319 and the capital improvement program is \$73,908,780.

3. Fiscal Year 2023 / 2024 Overview and Priority Projects - Ms. Missy Caughman, Budget, Program Management and Grants Director

Ms. Missy Caughman, Budget, Program Management and Grants Director reviewed the city manager's guidelines for budget development that support City Council's strategic outcomes. The budget drivers include revenue collections and expenditures. The current budget schedule began this month and a public hearing and first reading of the budget ordinance is slated for June 6, 2023. Priority projects in progress, planned and pending total more than \$200,000,000.



**COLUMBIA CITY COUNCIL MEETING MINUTES
TUESDAY, FEBRUARY 28, 2023**

Mr. Robert Anderson, Director of Public Works provided an overview of beautification and gateway signage. We are redoing many of the beds and addressing diseased vegetation. We are issuing a request for proposals (RFP) for welcome signage. We completed the Assembly Street fence rebuild and the North Main fencing project is in progress. The Midlands Business Leadership Group is moving forward with the Highway 302 and Forest Drive beautification projects. We are completing concrete work around 1800 Laurel Street. Planters will be added to City Hall and 1800 Laurel Street. Public works is collaborating with the Code Enforcement Division on the City Detect pilot program. Site renovations are underway in the medians at East Gervais. The bid for our mowing contract opened last week. We will use a contractor to mow our larger areas. We have a pilot partnership with SCDOT to remove debris and paint medians. We have completed this work at Gervais Street and Huger Street.

Ms. Teresa Wilson, City Manager recalled the Mayor's citywide beautification effort.

Mr. Clint Shealy, P.E., Assistant City Manager for Columbia Water provided an update on the Canal reconstruction projects. The initial scope of work for the Canal Embankment breach repair was \$42 million and the project will be bid during the first quarter of 2024. The estimate for the Canal Headgate replacement project is over \$10 million and the project is set to bid during the fourth quarter of 2023 with 12 to 18 months of construction. Design has been completed for the Resilient Water Supply. The project is set to bid during the fourth quarter of 2023.

4. Resilient Columbia Fund - Ms. Missy Caughman, Budget, Program Management and Grants Director

Ms. Teresa Wilson, City Manager said there were items on the table that we could use the Resilient Columbia Fund for. Currently, there is one request that is being discussed.

Mayor Rickenmann suggested that the remaining balance of \$214,000 be moved from the Resilient Columbia Fund and back to the general fund. The manager can decide where it goes. Is everybody good with using \$60,000 for community feedback on the equity study?

There was consensus of Council to transfer the remaining \$214,000 from the Resilient Columbia Fund to fund balance.



**COLUMBIA CITY COUNCIL MEETING MINUTES
TUESDAY, FEBRUARY 28, 2023**

EXECUTIVE SESSION

Upon a motion made by Mr. Duvall and seconded by Ms. Herbert, Council voted unanimously to enter into Executive Session at 1:55 p.m. for the discussion of **Items 5** through **7**.

5. Discussion of matters relating to the proposed location, expansion, or provision of services encouraging location or expansion of industries or other businesses in the area served by the public body pursuant to §30-4-70(a)(5)
 - *Olympia Fire Station*
 - *The Canal Reconstruction*
 - *Columbia Riverfront Gateway/Williams Street Extension*
 - *1601 Assembly Street*
 - *2221 Devine Street Redevelopment*
 - *1401 Main Street Upfit/Washington Square*
 - *CPD Headquarters*

6. Discussion of compensation of an employee pursuant to S.C. Code §30-4-70(a)(1)
 - *Compensation and Classification Market Analysis*
 - *Citywide Compensation Recommendations*
 - *Fire Pay Plan*

7. Receipt of legal advice relating to matters covered by attorney-client privilege pursuant to S.C. Code §30-4-70(a)(2)
 - *Municipal Court*

ADJOURNMENT

The meeting was adjourned at 5:30 p.m.

Respectfully submitted:

Erika D. Moore Hammond, CMC
City Clerk



We Are Columbia

MEETING DATE: September 19, 2023

DEPARTMENT: City Clerk

FROM: *Erika Hammond, City Clerk*

SUBJECT: Constitution Week Proclamation - The Honorable Daniel J. Rickenmann, Mayor

**FUNDING SOURCE &
ORIGINAL BUDGET:**

ATTACHMENTS:

- **#a:** Constitution Week Proclamation 2023 (DOCX)



**City of Columbia
A Proclamation**

WHEREAS, The Constitution of the United States of America, the guardian of our liberties, embodies the principles of limited government in a Republic dedicated to rule by law; and,

WHEREAS, September 17, 2023, marks the 236th anniversary of the framing of the Constitution of the United States of America by the Constitutional Convention; and,

WHEREAS, It is fitting and proper to accord official recognition to this magnificent document and its memorable anniversary, and to the patriotic celebrations which will commemorate it; and,

WHEREAS, Public Law 915 guarantees the issuing of a proclamation each year by the President of the United States of America designating September 17-23 as Constitution Week; and,

WHEREAS, The Constitution of the United States of America is one of the most important documents in history.

THEREFORE, I, Daniel J. Rickman, Mayor of the City of Columbia, South Carolina, along with my fellow members of Columbia City Council do hereby proclaim the week of September 17-23, 2023 as “Constitution Week” and ask our citizens to reaffirm the ideals that the Framers of the Constitution had in 1787 by vigilantly protecting the freedoms guaranteed to us through this guardian of our liberties.

“CONSTITUTION WEEK”

In the great City of Columbia and urge my fellow citizens to recognize and participate in its observance.

Daniel J. Rickenmann
Mayor

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

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

William Brennan
District III, Council Member

Aditi Bussells
At-Large, Council Member

Tina N. Herbert
District I, Council Member

Peter Brown
District IV, Council Member



We Are Columbia

MEETING DATE: September 19, 2023

DEPARTMENT: Office of Business Opportunities

FROM: *Ayesha Driggers, Interim Director*

SUBJECT: Toms Creek Family Farms Mobile Market Update - Ms. Ayesha Driggers, Director of the Office of Business Opportunities

FUNDING SOURCE & ORIGINAL BUDGET:

CLEAN WATER 2020?: No

ATTACHMENTS:

- **#a:** MT Memo Item Toms Creek Family Farms (PDF)
- **#b:** UpdatedTearSheet for Mobile Market (PDF)
- **#c:** Mobile Market Presentation (PDF)



We Are Columbia

TO: Honorable Daniel J. Rickenmann, Mayor & Members of City Council
Ms. Teresa Wilson, City Manager

FROM: Ayesha Driggers, Director Office of Business Opportunities
Missy Gentry, Assistant City Manager

DATE: September 5, 2023

SUBJECT: Toms Creek Family Farms Mobile Market

City Council approved the award for a mobile market under the Food Insecurity Solutions Initiative Request for Proposal at the July 18, 2023 council meeting. This project was awarded to Toms Creek Family Farm. Larry Schneeberger and Neset Hikmet will provide a brief presentation of the business and next steps for the project. A tearsheet has been attached to this agenda item with additional information.

If you have questions or concerns, please do not hesitate to contact our office.



Food Insecurity Solutions Initiative

Toms Creek Family Farms Mobile Market

Background

According to a December 2019 report from the Food Equity Subcommittee for the Columbia Food Policy Committee, multiple challenges were identified in terms of food access for residents of Columbia. These challenges include the quality of the food provided at nearby grocery stores in underserved areas, the accessibility of local grocery stores offering healthy food items, the affordability of healthy foods, and lack of transportation options for residents to go to markets and grocery stores. In response to these findings, the city requested proposals from organizations whose mission is to provide healthy affordable food directly in neighborhoods with limited food access.



Project Summary

Four proposals were received and evaluated based on a variety of criteria including, but not limited to, the approach, availability, schedule, experience, cost, and expected deliverables. The project was awarded to Toms Creek Family Farms, LLC (TCFF), a small business located in Hopkins, SC. TCFF is a commercial vertically integrated agroecological farming company owned and operated by Mrs. Hatice Hikmet and her family. TCFF has consistently participated in the Soda City Farmers Market, Sumter Farmers Market, and similar venues for the past three years. They have also provided their services to assisted living facilities in the local area.

This project will serve areas in Columbia with a priority for the targeted zip codes of 29203 and 29204. A trailer will be built out to accommodate fresh produce (vegetables, fruits, greens), protein (beef, poultry, lamb, goat, and pork), dairy (milk, butter, cheese, yogurt, and eggs), and fresh baked goods. The project will customize and design a trailer that is outfitted with freezers, coolers, produce rack space, and grocery item shelves.

Location

The City of Columbia's Office of Business Opportunities and Parks and Recreation Department will coordinate with TCFF to set up the market at City of Columbia parks. The date and times of the market will be advertised to the public and shared on social media. The market will be available a minimum of 3 days a week and 6 hours per day.

Sourcing

The market will offer at least 85% South Carolina grown produce from the farm and other local farmers, when available.

Payment Forms

The market will be equipped to accept a variety of payment methods, including cash, all major credit cards, SNAP benefits, and DSS Senior Voucher Program (when offered). TCFF also participates in the "Healthy Bucks" program. This program allows SNAP recipients to obtain additional fresh fruits and vegetables when they use their SNAP benefits to purchase fresh produce at participating farmer's markets.

Next Steps

The trailer has been ordered and delivery is expected in mid-October. Once delivered it will take about three weeks to complete. Due to the holidays, we anticipate a start date of mid-January for the market.

The OASIS: Mobile Farmers Market

Food Insecurity Solutions Initiative
City of Columbia, South Carolina

Presented by
Larry Schneeberger, Toms Creek Family Farms LLC

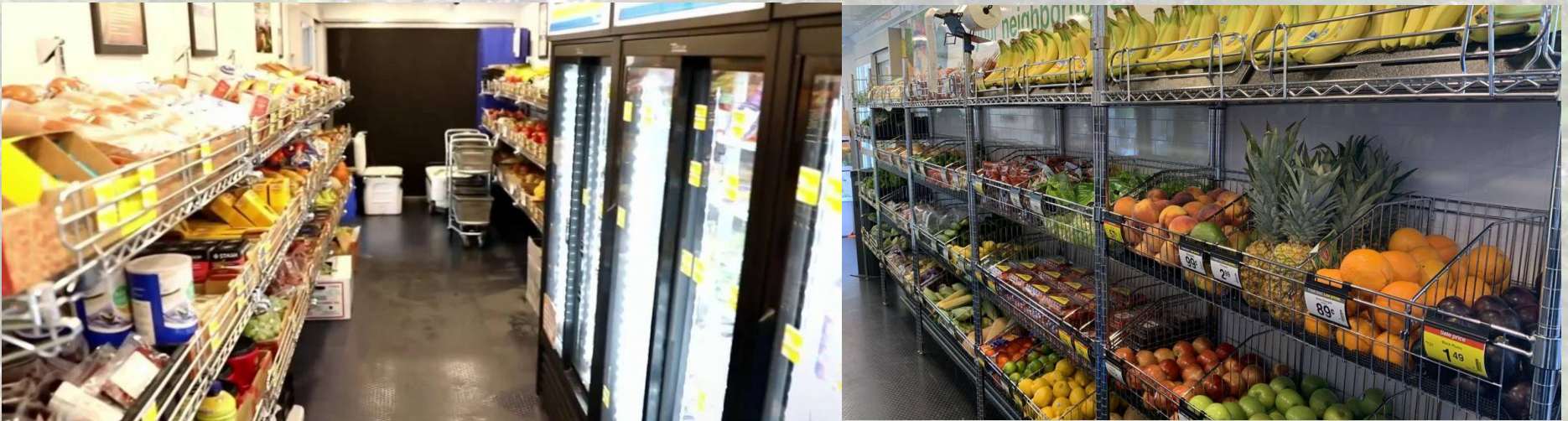
OASIS: Mobile Farmers Market

Concept



OASIS: Mobile Farmers Market

Interior Layout Concept



OASIS: Mobile Farmers Market

Interior
Layout
Design

Retractable Awning Outdoor Market Area

Check
Out

Pantry Staples

Bakery Items

Reach-in
Coolers

Reach-in
Freezer

Generator

ADA
Compliant
Entrance

Farm Fresh Produce

A photograph of a forest stream with the text "Thank you" overlaid. The stream flows through a lush, green forest, surrounded by tall grasses and trees. The water is clear, reflecting the surrounding foliage. The text "Thank you" is centered in the middle of the image in a large, black, sans-serif font.

Thank you



We Are Columbia

MEETING DATE: September 19, 2023

DEPARTMENT: City Clerk

FROM: *Erika Hammond, City Clerk*

SUBJECT: Council is asked to approve a Fiscal Year 2023/2024 Professional Services Agreement for the Director of External Affairs, as requested by Administration. Award to Laddie Howard in an amount not to exceed \$85,000.00. This firm is located in Columbia, SC.

FUNDING SOURCE & ORIGINAL BUDGET: Funding Source: Governmental Affairs - Professional Services (1011103-636600). The original budget amount is \$85,000.00.

CLEAN WATER 2020?: No

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

ATTACHMENTS:

- **#a:** Professional Services Agreement Laddie Howard (PDF)

STATE OF SOUTH CAROLINA)
)
 COUNTY OF RICHLAND) **CONTRACT FOR PROFESSIONAL SERVICES**

THIS AGREEMENT is entered into as of the date of the last signature affixed hereto, by and between the City of Columbia (hereinafter called the "City") and Laddie Howard (hereinafter called the "Consultant"), to provide the services herein described.

WITNESSETH:

WHEREAS, the City desires to retain the services of the Consultant.

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

1. CONTRACT FOR SERVICES

The City hereby engages the Consultant and the Consultant hereby agrees to perform the services hereafter set forth.

2. SCOPE OF SERVICES AND TIME OF PERFORMANCE

The Consultant shall in a satisfactory and proper manner as determined by the City perform tasks necessary to complete the projects as outlined in Appendix A, attached hereto. The Consultant has specialized knowledge to complete the projects without any training from the City and shall perform the tasks in the order and in the manner that Consultant determines is most effective and efficient without any City control over the details of Consultant's performance.

3. METHOD OF PAYMENT

_____ A. It is agreed that in no event will the total compensation to be paid hereunder exceed the maximum sum as specified in Appendix B, Budget, attached hereto.

_____ B. Payment shall be made for work performed every four weeks and no later than by Thursday of the following week after the fourth week.

4. FINDINGS CONFIDENTIAL

All of the reports, information, data, records or documents of any kind, prepared or assembled by the Consultant under this Contract are confidential and the Consultant agrees that they shall not be made available to any individual or organization without the prior written approval of the City.

5. ACCESS TO RECORDS

The Consultant shall make available for examination all of its records with respect to all matters covered by this contract and shall maintain such records for a period not less than three (3) years after receipt of final payment under this Contract.

6. COPYRIGHT

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

7. AMENDMENTS

The parties may amend this Contract at any time provided that such amendments are executed in writing, signed by a duly authorized representative of both organizations, and approved, where applicable, by the City's governing body.

The City may, in its discretion, amend this Contract to conform with federal, state, or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the funding, Appendix A, Scope of Services, Appendix B, Budget or schedule of, the activities to be undertaken as part of the Contract, such modifications will be incorporated only by written amendment signed by both parties.

8. ASSIGNABILITY/SUBCONTRACTING

The Consultant shall not assign or subcontract any interest in this Contract and shall not transfer any interest in the same without the prior written consent of the City. The Consultant shall be as fully responsible to the City for the acts and omission of its sub-Consultants, as it is for the acts and omissions of persons directly employed by the Consultant.

The Consultant shall furnish and cause each of its sub-Consultants to furnish all information and reports required hereunder.

9. INDEPENDENT CONSULTANT

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

10. TERMINATION OF CONTRACT FOR CAUSE

If, through any cause, the Consultant shall fail to fulfill in a timely and proper manner these obligations under this Contract, or if the Consultant shall violate any of the covenants, agreements, or stipulations of this Contract, the City shall thereupon have the right to terminate this Contract by giving written notice to the Consultant of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. In such event, all finished or unfinished documents, data studies, surveys and reports prepared under this Contract shall become the possession of the City.

Notwithstanding the above, the Consultant shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of the Contract by the Consultant and the City may withhold any payments to the Consultant until such time as the exact amount of damages due to the City from the Consultant is determined.

11. TERMINATION FOR CONVENIENCE OF THE CITY

The City may terminate this Contract at any time by giving written notice to the Consultant of such termination and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. In that event, all finished or unfinished documents and other material as described in Paragraph 5 above shall, at the option of the City, become its property.

12. INTEREST OF CONSULTANT

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

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

13. EQUAL EMPLOYMENT OPPORTUNITY

In carrying out the program, the Consultant shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Consultant shall take affirmative action to insure that applicants for employment, without regard to their race, creed, color, religion, ancestry, sex, national origin, disability or other handicap, age, marital status, or status with regard to public assistance. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment

advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Consultant shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the government setting forth the provisions of this nondiscrimination clause. The Consultant shall state that it will receive consideration for employment without regard to race, color, creed, religion, ancestry, sex, national origin, disability or other handicap, age, marital status, or status with regard to public assistance. The Consultant will incorporate requirements in all subcontracts for program work.

14. SEVERABILITY

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

15. COMPLIANCE WITH LOCAL LAWS

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

16. PERSONNEL

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

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

WHEREFORE, THE City and the Consultant have entered into this Agreement as of the date of the last signature below.

WITNESSES AS TO CITY:

CITY OF COLUMBIA

BY: _____

TITLE: _____

WITNESSES AS TO CONSULTANT:

CONSULTANT

BY: _____

TITLE: Consultant

**Contract for Professional Services
City of Columbia – Laddie Howard
Appendix A**

Scope of Services

Consultant will work at the direction of the City Manager and under the supervision of the Assistant City Manager for Administration, and will serve as a City of Columbia liaison for external affairs and point of contact for certain matters concerning city government before regional city, town, and county partners. The Consultant will build strategic alliances with other organizations and assist with community relations efforts pertaining to specific initiatives. **Specific work items include but are not limited to policy initiatives concerning homeless services; economic development opportunities and projects (some of which may be sensitive in nature or covered by nondisclosure provisions); housing opportunities and projects; and tax modernization.** Consultant will complete these work items by implementing the following:

1. Establishes and maintains cooperative relationships with local, state, federal and agency officials, to include but not limited to attending the meetings of Midlands area elected Councils, Councils of Governments, Transit Authority, business chambers, etc.
2. Develop and maintain cooperative relationships with councilmembers of regional city, town and county councils and staff, stakeholders, partner organizations and other officials to provide information and foster positive interactions with the City of Columbia.
3. Attend relevant regional city, town or county committee meetings, as well as Columbia City Council and staff meetings upon request; help prepare the City Management or other staff by preparing briefings, memos, and correspondence and assist with follow up as needed.
4. Coordinate with external groups and agencies, to ensure regulatory consistency and to meet all external requirements.
5. Ensure the City of Columbia complies with or exceeds all necessary provisions for public involvement in the regulatory process. Develop and employ effective public involvement strategies with the public and key stakeholders on regulatory issues.
6. Help coordinate the development of comprehensive regional policy agenda items (City, Towns and Counties) and ensure compliance with associated implementation plans.
7. Assist with facilitating engagement opportunities, public work sessions, advisory committee meetings, and other forums with stakeholders or the public, as needed.
8. Identify, evaluate, and pursue opportunities to coordinate the City of Columbia planning efforts with other local, statewide, or national planning efforts.
9. Assist with identifying future planning needs and make recommendations to the City of Columbia leadership accordingly.
10. Advise City of Columbia personnel on if, how, and when public involvement efforts should be incorporated into policy and decision making, as well as program and project planning and execution; develop, coordinate, and implement public involvement strategies and processes.

11. Evaluate public involvement outcomes and advise on the integration of those outcomes into decision-making.

Time of Performance

This Agreement covers work performed by Consultant for the City between September 1, 2023 and June 30, 2024.

**Contract for Professional Services
City of Columbia – Laddie Howard
Appendix B**

The Budget for the performance of services described in the Agreement will be eighty five thousand dollars (\$85,000), payable in monthly increments of eight thousand five hundred dollars (\$8,500.00).

Consultant's Current Clients

The following is a list of Consultant's current clients.



We Are Columbia

MEETING DATE: September 19, 2023

DEPARTMENT: Procurement and Contracts

FROM: Shannon Lizewski, Director

SUBJECT: Council is asked to approve the Purchase of Globe Bunker Gear for annual replacement needs and new recruits, as requested by the Columbia Fire Department on August 25, 2023. Award to Newton's Fire and Safety Equipment, Inc. using the HGACBuy Cooperative Contract in the amount of \$286,848.00. This vendor is located in Graham, NC.

REQUISITION NO.: R224338

FUNDING SOURCE & ORIGINAL BUDGET: Funding Source: Fire Suppression - Safety Clothing and Supplies (1012303-625900) \$143,424.00 and Fire Administration-County - Safety Clothing and Supplies (2082301-625900) \$143,424.00. The original budget amount is \$286,848.00.

CLEAN WATER 2020?: No

We respectfully request Council's approval for this purchase using the HGACBuy Contract #EE08-19 Vendor, Newton's Fire & Safety Equipment Inc., at the following cost:

Qty	Description	Unit Price	Extended Amount	Request Total
80	Globe G-XL Coat	\$1,875.00	\$162,000.00	
80	Globe GPS Pants	\$1,445.00	\$124,848.00	
1	Sales Tax		\$21,248.00	
				\$286,848.00

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

ATTACHMENTS:

- **#a:** R224338 Newton's Fire Quote (PDF)

Quote



Newton's Fire & Safety Equipment

Newton's Fire & Safety Equipment, Inc.
2724 Darrell Newton Drive
Graham, NC 27253

Order #	Date
S200519	08/25/2023



Bill To:	Ship To:
City of Columbia P.O. Box 147 Columbia, SC 29217	City of Columbia Fire Department 1901 Harden St Columbia, SC 29204
Customer: City of Columbia	Contact: City of Columbia

Notes: Pricing per HGAC Contract EE08-19

Sales Rep	Payment Terms	FOB Point	Carrier	Ship Service	Date Scheduled
Seth	NET 30	Origin	Best Way Ground		08/22/2023

Item #	Type	Number	Description	Unit Price	Qty Ordered	Total Price
1	Drop Ship	GXL-C	Globe GXL Coat per Customer Spec	\$1,875.00	80 ea	\$ 150,000.00
2	Drop Ship	GPS	Globe GPS Pant per Customer Spec	\$1,445.00	80 ea	\$ 115,600.00
3	Shipping	FF	Free Freight	\$0.00	1 ea	\$ 0.00

Subtotal:	\$265,600.00
Sales Tax:	\$21,248.00
Total:	\$286,848.00

Approval: _____ Date: _____

August 25, 2023 9:50:39 AM EDT



We Are Columbia

MEETING DATE: September 19, 2023

DEPARTMENT: Procurement and Contracts

FROM: Shannon Lizewski, Director

SUBJECT: Council is asked to approve the Purchase of Vehicles for various City Departments, as requested by the Fleet Services Division. Award to multiple vendors using the SC State Contract in the amount of \$753,985.60.

REQUISITION NO.: R224108, R224298, R224242, R224040, R224190, R223982, R224232, R224620, R224524

FUNDING SOURCE & ORIGINAL BUDGET:

CLEAN WATER 2020?: No

PURPOSE:

Item	Vendor	Vehicle	Department	Amount
a.	Alan Jay Automotive Management dba Alan Jay Fleet Sales Sebring, FL	2024 F-250 Super Duty SRW XL 2WD Crew Cab	Forestry & Beautification Division	\$51,111.00
<i>Funding Source: Capital Replacement - Auto, Trucks, Heavy Equipment-Capital (6308972-658500). The original budget amount is \$51,111.00.</i>				
b.	Alan Jay Automotive Management dba Alan Jay Fleet Sales Sebring, FL	2024 Ford Transit Passenger Wagon (X2X) T-350 XL	Parking Buildings/Lots	\$54,817.00
<i>Funding Source: Capital Replacement - Auto, Trucks, Heavy Equipment-Capital (5312413-658500). The original budget amount is \$59,202.36.</i>				
c.	Alan Jay Automotive Management dba Alan Jay Fleet Sales Sebring, FL	2024 Ford Transit Cargo Van (E1Y) T-150 RWD	Traffic Engineering	\$51,674.00
<i>Funding Source: Customer Service - Auto, Trucks, Heavy Equipment - Capital (6238961-658500). The original budget amount is \$55,807.92.</i>				
d.	Alan Jay Automotive Management dba Alan Jay Fleet Sales Sebring, FL	(5) 2024 Nissan Frontier King Cab 4x2 S Auto	Water Distribution	\$165,440.00
<i>Funding Source: Customer Service - Auto, Trucks, Heavy Equipment - Capital (5516203-</i>				

<i>658500). The original budget amount is \$165,440.00.</i>				
e.	Love Chevrolet Columbia, SC	2023 Chevrolet Silverado 2500 Crew Cab 4x4	Water Distribution	\$60,983.00
<i>Funding Source: Customer Service - Auto, Trucks, Heavy Equipment - Capital (5516203-658500). The original budget amount is \$60,983.00.</i>				
f.	Love Chevrolet Columbia, SC	(2) 2024 Chevrolet Silverado 1500 Short Crew Cab 4x4 (3) 2024 Chevrolet Equinox LS	Engineering	\$193,401.12
<i>Funding Source: Customer Service - Auto, Trucks, Heavy Equipment - Capital (5516221-658500). The original budget amount is \$193,401.12.</i>				
g.	Blanchard Machinery Company West Columbia, SC	CS44B Vibratory Compactor	Street Division	\$176,559.48
<i>Funding Source: Customer Service - Auto, Trucks, Heavy Equipment - Capital (5534203-658500). The original budget amount is \$176,559.48.</i>				
Total				\$753,985.60

We respectfully request Council's approval for this purchase using the SC State Contract #440031134 #4400029875, and # 4400031291.

Sec. 2-204.-Item (9) - Competitive sealed bidding required; exceptions.

All city contracts shall be awarded by competitive sealed bidding except the following as determined pursuant to definitions and standards set by regulations, or except as otherwise provided in this article: When purchasing through state contracts

ATTACHMENTS:

- **#a:** September 19 Council Memo- Fleet Requests (DOCX)
- **#d:** Alan Jay Sales - Forestry & Beautification Division (PDF)
- **#e:** Alan Jay Fleet - Parking Buildings/Lots (PDF)
- **#f:** Alan Jay Sales Quote - Traffic Engineering (PDF)
- **#g:** Alan Jay Fleet Sales Quote - Water Distribution (PDF)
- **#h:** Love Chevrolet quote - Water Distribution (PDF)
- **#i:** Love Chevrolet Company - Engineering (PDF)
- **#j:** Blanchard Quote - Street Division (PDF)



We Are Columbia

TO: Honorable Daniel J. Rickenmann, Mayor & Members of City Council
Ms. Teresa Wilson, City Manager

FROM: Mr. Henry Simons, Assistant City Manager, Operations
Mr. Jeff Palen, Assistant City Manager/Chief Financial Officer
ACM for the Department of Procurement and Contracts

DATE: September 19, 2023

Subject: Recommendation for Approval for Purchase of Vehicles for Forestry & Beautification, Parking Buildings/Lots, Traffic Engineering, Water Distribution, Engineering, and the Public Works Department/Street Division, as requested by the Fleet Services Division

The Department of Procurement of Contracts, in coordination with the General Services Department, respectfully requests your review and approval of the purchase of Vehicles for Forestry & Beautification and Customer Care.

Item	Vehicle	Department	Price	Funding Source
a.	Ford F-250 SRW 2WD 6.75' Box Replacement for vehicle 18939	Forestry & Beautification Division	\$51,111.00	Capital Replacement Program FY 2022-2023 (carry over)
b.	Ford Transit Passenger Wagon (X2X) T-350 Replacement for vehicle 21713	Parking Buildings/ Lots	\$54,817.00	Department Capital Parking Operations FY - 2023-2024
c.	Ford Transit Cargo Van (E1Y) T-150 Replacement for vehicle 21486	Traffic Engineering	\$51,674.00	Department Capital Traffic Engineering Division FY - 2023-2024
d.	5 – Nissan Frontier King Cab 4x2 Replacement for vehicles 22756, 22755, 22889, 22888, and 22754	Water Distribution	\$165,440.00	Department Capital Columbia Water Water Distribution FY - 2023-2024
e.	Chevrolet Silverado 2500 Crew Cab 4x4 with 8' service body Replacement for vehicle 22304	Water Distribution	\$60,983.00	Department Capital Columbia Water Water Distribution FY - 2023-2024
f.	2 – Chevrolet Silverado 1500 Short Crew Cab 4x4 and 3 – Chevrolet Equinox SUV's Replacement for vehicles 19542, 21981, 20713, 22449, and 22433	Engineering	\$193,401.12	Department Capital Columbia Water Engineering FY - 2023-2024
g.	CS44B Vibratory Compactor Construction Roller Replacement for vehicle 12638	Street Division	\$176,559.48	Department Capital Street Division FY - 2023-2024



We Are Columbia

Total Amount: \$753,985.60

This purchase utilizes the SC State Contract for vehicle purchases. Alan Jay Fleet Sales, Love Chevrolet, and Blanchard Machinery are approved vendors under the SC State Contract. The vehicles are capital replacements funded from the FY-22/23 Capital Replacement Program (item A) and the operating budget capital FY-23/24 (items B, C, D, E, and F).

If you have questions or concerns, please do not hesitate to contact our office.



8.d

Call Us first, for all of your Fleet Automotive, & Light Truck needs.

Quote

PHONE (800) ALANJAY (252-6529)		DIRECT 863-402-4216	WWW.ALANJAY.COM	46998-1
Corporate Office	2003 U.S. 27 South Sebring, FL 33870	MOBILE 904-505-9682	Mailing Address	P.O. BOX 9200 Sebring, FL 33871-9200
		FAX 863-402-4221		

ORIGINAL QUOTE DATE
8/1/2023

PRICE QUOTE FORM

REVISED QUOTE DATE
8/1/2023

REQUESTING AGENCY	COLUMBIA, CITY OF (SC)			
CONTACT PERSON	BILLY BOWERS		EMAIL	WILLIAM.BOWERS@COLUMBIASC.GOV
PHONE	803-545-3811	MOBILE	FAX	

PRICED IN ACCORDANCE STATE OF SOUTH CAROLINA CONTRACT #: 4400029875

MODEL	W2A	MSRP	\$51,255.00
2024 Ford Super Duty F-250 SRW (W2A) XL 2WD Crew Cab 6.75' Box			
CUSTOMER ID	GOVERNMENT PRICE		\$49,773.00
BED LENGTH	6.75'		

** All vehicles will be ordered white w/ darkest interior unless clearly stated otherwise on purchase order.

FACTORY OPTIONS

DESCRIPTION

99A	Engine: 6.8L 2V DEVCT NA PFI V8 Gas	\$0.00
44F	Transmission: TorqShift-G 10-Speed Automatic	\$0.00
Z1	Oxford White	\$0.00
AS	Medium Dark Slate, HD Vinyl 40/20/40 Split Bench Seat	\$0.00
153	OPTIONS Front License Plate Bracket	\$0.00
600A	Order Code 600A	\$0.00
TD8	Tires: LT245/75R17E BSW A/S	\$0.00
X37	3.73 Axle Ratio	\$0.00
GPC SC	GOVERNMENT PRICE CONCESSION	(\$300.00)

FACTORY OPTIONS

(\$300.00)

AFTERMARKET OPTIONS

DESCRIPTION

CD FEE	COURTESY DELIVERY -DROP SHIP- TO LOCAL VENDOR FOR PDI	\$636.00
CAB STEPS	Tubular nerf bar running boards to state contract specifications.	\$371.00
LT SPRAY	Kevlar spray in liner installed in cargo area.	\$631.00

AFTERMARKET OPTIONS

\$1,638.00

TRADE IN

TOTAL COST

\$51,111.00

YES WE TAKE TRADE INS ~~~ ASK ABOUT MUNICIPAL FINANCING ~~~

\$0.00

TOTAL COST LESS TRADE IN(S)

QTY

1

\$51,111.00

Estimated Annual payments for 60 months paid in advance: \$11,446.76

Municipal finance for any essential use vehicle, requires lender approval, WAC.

Comments

QUOTE SUBJECT TO FACTORY ORDER ACCEPTANCE or 30 DAYS

VEHICLE QUOTED BY

MATT FORTE

GOVERNMENT ACCOUNT MANAGER matt.forte@alanjay.com

"I Want to be Your Fleet Provider"

I appreciate the opportunity to submit this quotation. Please review it carefully. If there are any errors or changes, please feel free to contact me at any time.
I am always happy to be of assistance.



Vehicle: [Fleet] 2023 Ford Super Duty F-250 SRW (W2A) XL 2WD Crew Cab 6.75' Box (✔ Complete)



Note:Photo may not represent exact vehicle or selected equipment.

Window Sticker

SUMMARY

[Fleet] 2023 Ford Super Duty F-250 SRW (W2A) XL 2WD Crew Cab 6.75' BoxMSRP:\$47,760.00

Interior:Medium Dark Slate, HD Vinyl 40/20/40 Split Bench Seat

Exterior 1:Oxford White

Exterior 2:No color has been selected.

Engine: 6.8L 2V DEVCT NA PFI V8 Gas

Transmission: TorqShift-G 10-Speed Automatic

OPTIONS

CODE	MODEL	MSRP
W2A	[Fleet] 2023 Ford Super Duty F-250 SRW (W2A) XL 2WD Crew Cab 6.75' Box	\$47,760.00
	OPTIONS	
153	Front License Plate Bracket	\$0.00
44F	Transmission: TorqShift-G 10-Speed Automatic	\$0.00
600A	Order Code 600A	\$0.00
99A	Engine: 6.8L 2V DEVCT NA PFI V8 Gas	\$0.00
AS	Medium Dark Slate, HD Vinyl 40/20/40 Split Bench Seat	\$0.00
TD8	Tires: LT245/75Rx17E BSW A/S	\$0.00

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Data Version: 20074. Data Updated: Jul 31, 2023 6:39:00 PM PDT.



Vehicle: [Fleet] 2023 Ford Super Duty F-250 SRW (W2A) XL 2WD Crew Cab 6.75' Box ( Complete)

X37	3.73 Axle Ratio	\$0.00
Z1	Oxford White	\$0.00
SUBTOTAL		\$47,760.00
Adjustments Total		\$0.00
Destination Charge		\$1,995.00
TOTAL PRICE		\$49,755.00

FUEL ECONOMY		
Est City:N/A		
Est Highway:N/A		
Est Highway Cruising Range:N/A		



Vehicle: [Fleet] 2023 Ford Super Duty F-250 SRW (W2A) XL 2WD Crew Cab 6.75' Box (✔ Complete)

Standard Equipment

Mechanical

Engine: 6.8L 2V DEVCT NA PFI V8 Gas (STD)
Transmission: TorqShift-G 10-Speed Automatic -inc: SelectShift and selectable drive modes: normal, eco, slippery roads, tow/haul and trail (STD)
3.73 Axle Ratio (STD)
GVWR: 10,000 lb Payload Package
50-State Emissions System
Transmission w/Oil Cooler
Rear-Wheel Drive
78-Amp/Hr 750CCA Maintenance-Free Battery w/Run Down Protection
160 Amp Alternator
Class V Towing Equipment -inc: Hitch, Brake Controller and Trailer Sway Control
Trailer Wiring Harness
3922# Maximum Payload
HD Shock Absorbers
Front Anti-Roll Bar
Firm Suspension
Hydraulic Power-Assist Steering
34 Gal. Fuel Tank
Single Stainless Steel Exhaust
Front Suspension w/Coil Springs
Solid Axle Rear Suspension w/Leaf Springs
4-Wheel Disc Brakes w/4-Wheel ABS, Front And Rear Vented Discs, Brake Assist and Hill Hold Control

Exterior

Wheels: 17" Argent Painted Steel -inc: painted hub covers/center ornaments
Tires: LT245/75Rx17E BSW A/S -inc: Spare may not be the same as road tire (STD)
Regular Box Style
Steel Spare Wheel
Full-Size Spare Tire Stored Underbody w/Crankdown
Clearcoat Paint
Black Front Bumper w/Black Rub Strip/Fascia Accent and 2 Tow Hooks

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Data Version: 20074. Data Updated: Jul 31, 2023 6:39:00 PM PDT.



Vehicle: [Fleet] 2023 Ford Super Duty F-250 SRW (W2A) XL 2WD Crew Cab 6.75' Box (✔ Complete)

Exterior

- Black Rear Step Bumper
- Black Side Windows Trim and Black Front Windshield Trim
- Black Door Handles
- Black Power Heated Side Mirrors w/Convex Spotter, Manual Folding and Turn Signal Indicator
- Manual Extendable Trailer Style Mirrors
- Fixed Rear Window
- Light Tinted Glass
- Variable Intermittent Wipers
- Aluminum Panels
- Black Grille
- Tailgate Rear Cargo Access
- Tailgate/Rear Door Lock Included w/Power Door Locks
- Boxside Steps
- Autolamp Auto On/Off Aero-Composite Halogen Daytime Running Lights Preference Setting Headlamps w/Delay-Off
- Cargo Lamp w/High Mount Stop Light
- Perimeter/Approach Lights

Entertainment

- Radio w/Seek-Scan, Clock and Speed Compensated Volume Control
- Radio: AM/FM Stereo w/MP3 Player -inc: 4 speakers
- Fixed Antenna
- SYNC 4 -inc: 8" LCD capacitive touchscreen w/swipe capability, wireless phone connection, cloud connected, AppLink w/app catalog, 911 Assist, Apple CarPlay and Android Auto compatibility and digital owner's manual
- 2 LCD Monitors In The Front

Interior

- 4-Way Driver Seat -inc: Manual Recline and Fore/Aft Movement
- 4-Way Passenger Seat -inc: Manual Recline and Fore/Aft Movement
- 60-40 Folding Split-Bench Front Facing Fold-Up Cushion Rear Seat
- Manual Tilt/Telescoping Steering Column
- Gauges -inc: Speedometer, Odometer, Oil Pressure, Engine Coolant Temp, Tachometer, Transmission Fluid Temp, Engine Hour Meter, Trip Odometer and Trip Computer
- Power Rear Windows

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Vehicle: [Fleet] 2023 Ford Super Duty F-250 SRW (W2A) XL 2WD Crew Cab 6.75' Box (✔ Complete)

Interior	
	FordPass Connect 5G Mobile Hotspot Internet Access
	Rear Cupholder
	Remote Keyless Entry w/Integrated Key Transmitter, Illuminated Entry and Panic Button
	Cruise Control w/Steering Wheel Controls
	Manual Air Conditioning
	HVAC -inc: Underseat Ducts
	Illuminated Locking Glove Box
	Interior Trim -inc: Chrome Interior Accents
	Full Cloth Headliner
	Urethane Gear Shifter Material
	HD Vinyl 40/20/40 Split Bench Seat -inc: center armrest, cupholder, storage and driver's side manual lumbar
	Day-Night Rearview Mirror
	Passenger Visor Vanity Mirror
	Full Overhead Console w/Storage and 2 12V DC Power Outlets
	Fade-To-Off Interior Lighting
	Front And Rear Map Lights
	Full Vinyl/Rubber Floor Covering
	Pickup Cargo Box Lights
	Smart Device Remote Engine Start
	Instrument Panel Covered Bin and Dashboard Storage
	Power 1st Row Windows w/Driver And Passenger 1-Touch Up/Down
	Delayed Accessory Power
	Power Door Locks
	Driver Information Center
	Trip Computer
	Outside Temp Gauge
	Digital/Analog Appearance
	Seats w/Vinyl Back Material
	Manual Adjustable Front Head Restraints and Manual Adjustable Rear Head Restraints
	Securilock Anti-Theft Ignition (pats) Immobilizer
	2 12V DC Power Outlets

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Vehicle: [Fleet] 2023 Ford Super Duty F-250 SRW (W2A) XL 2WD Crew Cab 6.75' Box (✔ Complete)

Interior

Air Filtration

Safety-Mechanical

AdvanceTrac w/Roll Stability Control Electronic Stability Control (ESC) And Roll Stability Control (RSC)
ABS And Driveline Traction Control

Safety-Exterior

Side Impact Beams

Safety-Interior

Dual Stage Driver And Passenger Seat-Mounted Side Airbags
Tire Specific Low Tire Pressure Warning
Safety Canopy System Curtain 1st And 2nd Row Airbags
Outboard Front Lap And Shoulder Safety Belts -inc: Rear Center 3 Point and Height Adjusters
Dual Stage Driver And Passenger Front Airbags
Rear Child Safety Locks
Back-Up Camera

WARRANTY

Basic Years: 3
Basic Miles/km: 36,000
Drivetrain Years: 5
Drivetrain Miles/km: 60,000
Corrosion Years: 5
Corrosion Miles/km: Unlimited
Roadside Assistance Years: 5
Roadside Assistance Miles/km: 60,000

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Data Version: 20074. Data Updated: Jul 31, 2023 6:39:00 PM PDT.



8.e

Call Us first, for all of your Fleet Automotive, & Light Truck needs.

Quote

PHONE (800) ALANJAY (252-6529)		DIRECT 863-402-4216	WWW.ALANJAY.COM	46881-1
Corporate Office	2003 U.S. 27 South Sebring, FL 33870	MOBILE 904-505-9682	Mailing Address	P.O. BOX 9200 Sebring, FL 33871-9200
		FAX 863-402-4221		

ORIGINAL QUOTE DATE
7/27/2023

PRICE QUOTE FORM

REVISED QUOTE DATE
7/27/2023

REQUESTING AGENCY	COLUMBIA, CITY OF (SC)			
CONTACT PERSON	BILLY BOWERS	EMAIL	WILLIAM.BOWERS@COLUMBIASC.GOV	
PHONE	803-545-3811	MOBILE	FAX	

PRICED IN ACCORDANCE STATE OF SOUTH CAROLINA CONTRACT #: 4400029875

MODEL	X2X	MSRP	\$56,955.00
2024 Ford Transit Passenger Wagon (X2X) T-350 148" High Roof XL RWD			
CUSTOMER ID	GOVERNMENT PRICE		\$55,181.00

BED LENGTH

** All vehicles will be ordered white w/ darkest interior unless clearly stated otherwise on purchase order.

FACTORY OPTIONS

DESCRIPTION

998	Engine: 3.5L PFDi V6 Flex-Fuel	\$0.00
44U	Transmission: 10-Spd Automatic w/OD & SelectShift	\$0.00
YZ	Oxford White	\$0.00
VK	Dark Palazzo Gray, Vinyl Front Bucket Seats	\$0.00
21G	OPTIONS Dark Palazzo Gray Vinyl Bucket Seats	\$0.00
301A	Order Code 301A	\$0.00
43R	Reverse Sensing System	\$0.00
53B	Heavy-Duty Trailer Tow Package	\$0.00
86F	2 Additional Keys (4 Total)	\$0.00
X4L	4.10 Limited-Slip Axle Ratio	\$0.00
GPC SC	GOVERNMENT PRICE CONCESSION	(\$1,000.00)

FACTORY OPTIONS

(\$1,000.00)

AFTERMARKET OPTIONS

DESCRIPTION

CD FEE	COURTESY DELIVERY -DROP SHIP- TO LOCAL VENDOR FOR PDI	\$636.00
--------	---	----------

AFTERMARKET OPTIONS

\$636.00

TRADE IN

TOTAL COST

\$54,817.00

YES WE TAKE TRADE INS ~~~ ASK ABOUT MUNICIPAL FINANCING ~~~

\$0.00

TOTAL COST LESS TRADE IN(S)

QTY

1

\$54,817.00

Estimated Annual payments for 60 months paid in advance: \$12,276.75

Municipal finance for any essential use vehicle, requires lender approval, WAC.

Comments

QUOTE SUBJECT TO FACTORY ORDER ACCEPTANCE or 30 DAYS

VEHICLE QUOTED BY

MATT FORTE

GOVERNMENT ACCOUNT MANAGER matt.forte@alanjay.com

"I Want to be Your Fleet Provider"

I appreciate the opportunity to submit this quotation. Please review it carefully. If there are any errors or changes, please feel free to contact me at any time.
I am always happy to be of assistance.



Vehicle: [Fleet] 2023 Ford Transit Passenger Wagon (X2X) T-350 148" High Roof XL RWD (✔ Complete)



Note:Photo may not represent exact vehicle or selected equipment.

Window Sticker

SUMMARY

[Fleet] 2023 Ford Transit Passenger Wagon (X2X) T-350 148" High Roof XL RWDMSRP:\$53,205.00

Interior:Dark Palazzo Gray, Vinyl Front Bucket Seats

Exterior 1:Oxford White

Exterior 2:No color has been selected.

Engine: 3.5L PFDi V6 Flex-Fuel

Transmission: 10-Spd Automatic w/OD & SelectShift

OPTIONS

CODE	MODEL	MSRP
X2X	[Fleet] 2023 Ford Transit Passenger Wagon (X2X) T-350 148" High Roof XL RWD	\$53,205.00
	OPTIONS	
21G	Dark Palazzo Gray Vinyl Bucket Seats	\$0.00
301A	Order Code 301A	\$0.00
43R	Reverse Sensing System	\$295.00
44U	Transmission: 10-Spd Automatic w/OD & SelectShift	\$0.00
53B	Heavy-Duty Trailer Tow Package	\$485.00
86F	2 Additional Keys (4 Total)	\$75.00

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Data Version: 20034. Data Updated: Jul 26, 2023 6:41:00 PM PDT.



Vehicle: [Fleet] 2023 Ford Transit Passenger Wagon (X2X) T-350 148" High Roof XL RWD (Complete)

998	Engine: 3.5L PFDi V6 Flex-Fuel	\$0.00
VK	Dark Palazzo Gray, Vinyl Front Bucket Seats	\$0.00
X4L	4.10 Limited-Slip Axle Ratio	\$0.00
YZ	Oxford White	\$0.00
SUBTOTAL		\$54,060.00
Adjustments Total		\$0.00
Destination Charge		\$1,895.00
TOTAL PRICE		\$55,955.00

FUEL ECONOMY	
Est City:N/A	
Est Highway:N/A	
Est Highway Cruising Range:N/A	



Vehicle: [Fleet] 2023 Ford Transit Passenger Wagon (X2X) T-350 148" High Roof XL RWD (Complete)

Standard Equipment

Mechanical

Engine: 3.5L PFDi V6 Flex-Fuel -inc: port injection and auto start-stop technology (STD)
Transmission: 10-Spd Automatic w/OD & SelectShift -inc: auxiliary transmission oil cooler (STD)
4.10 Limited-Slip Axle Ratio (STD)
50-State Emissions System
Engine Auto Stop-Start Feature
Rear-Wheel Drive
70-Amp/Hr Maintenance-Free Battery w/Run Down Protection
HD 250 Amp Alternator
2951# Maximum Payload
GVWR: 9,250 lbs
Gas-Pressurized Front Shock Absorbers and HD Rear Shock Absorbers
Front Anti-Roll Bar
Electric Power-Assist Steering
25.1 Gal. Fuel Tank
Single Stainless Steel Exhaust
Strut Front Suspension w/Coil Springs
Solid Axle Rear Suspension w/Leaf Springs
4-Wheel Disc Brakes w/4-Wheel ABS, Front Vented Discs, Brake Assist, Hill Hold Control and Electric Parking Brake

Exterior

Wheels: 16" Silver Steel w/Black Hubcap
Tires: 235/65R16C 121/119 R AS BSW
Steel Spare Wheel
Full-Size Spare Tire Stored Underbody w/Crankdown
Clearcoat Paint
Black Front Bumper
Black Rear Bumper w/1 Tow Hook
Black Bodyside Cladding and Black Wheel Well Trim
Black Side Windows Trim and Black Front Windshield Trim
Black Door Handles

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Data Version: 20034. Data Updated: Jul 26, 2023 6:41:00 PM PDT.



Vehicle: [Fleet] 2023 Ford Transit Passenger Wagon (X2X) T-350 148" High Roof XL RWD ( Complete)

Exterior

- Black Power Side Mirrors w/Convex Spotter and Manual Folding
- Fixed Rear Window w/Defroster
- Light Tinted Glass
- Rain Detecting Variable Intermittent Wipers
- Fully Galvanized Steel Panels
- Black Grille
- Sliding Rear Passenger Side Door
- Split Swing-Out Rear Cargo Access
- Tailgate/Rear Door Lock Included w/Power Door Locks
- Ford Co-Pilot360 - Autolamp Auto On/Off Aero-Composite Halogen Auto High-Beam Headlamps w/Delay-Off
- Headlights-Automatic Highbeams

Entertainment

- Radio w/Seek-Scan, Clock, Aux Audio Input Jack, Steering Wheel Controls and SYNC 3 External Memory Control
- Radio: AM/FM Stereo -inc: 4.0" multi-function display, Bluetooth and dual USB ports
- Streaming Audio
- Fixed Antenna
- 8 Speakers (4 Front/4 Rear)
- Bluetooth Wireless Phone Connectivity
- 1 LCD Monitor In The Front

Interior

- Ebony Cloth Bucket Seats -inc: 2-way manual driver seat w/lumbar, 2-way manual passenger seat and driver and passenger armrest (STD)
- 4-Way Driver Seat
- 4-Way Passenger Seat
- Removable Bench Front Facing Rear Seat
- Manual Tilt/Telescoping Steering Column
- Gauges -inc: Speedometer, Odometer, Engine Coolant Temp, Tachometer and Trip Odometer
- Fixed Rear Windows and Fixed 3rd Row Windows
- FordPass Connect 4G Mobile Hotspot Internet Access
- Removable Split-Bench 3rd Row Seat Front, 3 Manual and Adjustable Head Restraints

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Data Version: 20034. Data Updated: Jul 26, 2023 6:41:00 PM PDT.



Vehicle: [Fleet] 2023 Ford Transit Passenger Wagon (X2X) T-350 148" High Roof XL RWD (Complete)

Interior	
	Removable Split-Bench Front Facing 4th Row Seat Number, Control and Type Head Restraint
	Front Cupholder
	Rear Cupholder
	Remote Keyless Entry w/Integrated Key Transmitter, Illuminated Entry and Panic Button
	Manual Air Conditioning
	Rear HVAC
	HVAC -inc: Underseat Ducts
	Locking Glove Box
	Driver Foot Rest
	Interior Trim -inc: Metal-Look Instrument Panel Insert
	Full Cloth Headliner
	Urethane Gear Shifter Material
	Cloth Front Bucket Seats
	Day-Night Rearview Mirror
	Driver And Passenger Visor Vanity Mirrors w/Driver And Passenger Illumination
	Partial Floor Console w/Storage and 2 12V DC Power Outlets
	Front Map Lights
	Fade-To-Off Interior Lighting
	Full Vinyl/Rubber Floor Covering
	Vinyl/Rubber Floor Trim
	Cargo Space Lights
	Pre-Collision Assist w/Automatic Emergency Braking
	Instrument Panel Bin, Driver / Passenger And Rear Door Bins
	Power 1st Row Windows w/Driver 1-Touch Down
	Power Door Locks w/Autolock Feature
	Driver Information Center
	Analog Appearance
	Seats w/Cloth Back Material
	Manual Adjustable Front Head Restraints and Manual Adjustable Rear Head Restraints
	Securilock Anti-Theft Ignition (pats) Immobilizer
	2 12V DC Power Outlets

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Data Version: 20034. Data Updated: Jul 26, 2023 6:41:00 PM PDT.



Vehicle: [Fleet] 2023 Ford Transit Passenger Wagon (X2X) T-350 148" High Roof XL RWD ( Complete)

Safety-Mechanical

Ford Co-Pilot360 w/Side Wind Stabilization Electronic Stability Control (ESC) And Roll Stability Control (RSC)

ABS And Driveline Traction Control

Safety-Exterior

Side Impact Beams

Safety-Interior

Dual Stage Driver And Passenger Seat-Mounted Side Airbags

Lane-Keeping System Lane Departure Warning

Driver Monitoring-Alert

Low Tire Pressure Warning

Dual Stage Driver And Passenger Front Airbags

Safety Canopy System Curtain 1st, 2nd And 3rd Row Airbags

Airbag Occupancy Sensor

Outboard Front Lap And Shoulder Safety Belts -inc: Rear Center 3 Point, Height Adjusters and Pretensioners

Back-Up Camera

WARRANTY

Basic Years: 3

Basic Miles/km: 36,000

Drivetrain Years: 5

Drivetrain Miles/km: 60,000

Corrosion Years: 5

Corrosion Miles/km: Unlimited

Roadside Assistance Years: 5

Roadside Assistance Miles/km: 60,000

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Data Version: 20034. Data Updated: Jul 26, 2023 6:41:00 PM PDT.

ALAN JAY

FLEET SALES

Call Us first, for all of your Fleet Automotive, & Light Truck needs.

R 224046
Vendor# V017417

PHONE (800) ALANJAY (252-6529)		DIRECT 863-402-4216	WWW.ALANJAY.COM	Quote 47051-2
Corporate Office	2003 U.S. 27 South Sebring, FL 33870	MOBILE 904-505-9682	Mailing Address P.O. BOX 9200 Sebring, FL 33871-9200	
		FAX 863-402-4221		

ORIGINAL QUOTE DATE
8/2/2023

PRICE QUOTE FORM

REVISED QUOTE DATE
8/7/2023

REQUESTING AGENCY	COLUMBIA, CITY OF (SC)			
CONTACT PERSON	BILLY BOWERS	EMAIL	WILLIAM.BOWERS@COLUMBIASC.GOV	
PHONE	803-545-3811	MOBILE	FAX	

PRICED IN ACCORDANCE STATE OF SOUTH CAROLINA CONTRACT #: 4400029875

MODEL	E1Y	MSRP	\$49,680.00
2024 Ford Transit Cargo Van (E1Y) T-150 148" Low Rf 8670 GVWR RWD			
CUSTOMER ID	GOVERNMENT PRICE		\$48,155.00

BED LENGTH VAN

** All vehicles will be ordered white w/ darkest interior unless clearly stated otherwise on purchase order.

FACTORY OPTIONS

DESCRIPTION

998	Engine: 3.5L PFDi V6 Flex-Fuel	\$0.00
44U	Transmission: 10-Spd Automatic w/OD & SelectShift	\$0.00
YZ	Oxford White	\$0.00
VK	Dark Palazzo Gray, Vinyl Front Bucket Seats	\$0.00
101A	OPTIONS Order Code 101A	\$0.00
153	Front License Plate Bracket	\$0.00
16E	Front & Rear Vinyl Floor Covering	\$0.00
17A	Fixed Rear Cargo Door Glass	\$0.00
21G	Dark Palazzo Gray Vinyl Bucket Seats	\$0.00
53B	Heavy-Duty Trailer Tow Package	\$0.00
86F	2 Additional Keys (4 Total)	\$0.00
X73	3.73 Axle Ratio	\$0.00
GPC SC	GOVERNMENT PRICE CONCESSION	(\$1,000.00)

FACTORY OPTIONS (\$1,000.00)

AFTERMARKET OPTIONS

DESCRIPTION

CD FEE	COURTESY DELIVERY -DROP SHIP- TO LOCAL VENDOR FOR PDI	\$636.00
CJD20230807_C	ITEMS PROVIDED FROM THE ATTACHED LEE TRANSPORT QUOTE	\$3,883.00

AFTERMARKET OPTIONS \$4,519.00

TRADE IN

TOTAL COST \$51,674.00

YES WE TAKE TRADE INS ~~~ ASK ABOUT MUNICIPAL FINANCING ~~~ \$0.00

TOTAL COST LESS TRADE IN(S) QTY 1 \$51,674.00

Estimated Annual payments for 60 months paid in advance: \$11,572.85
Municipal finance for any essential use vehicle, requires lender approval, WAC.

Comments

QUOTE SUBJECT TO FACTORY ORDER ACCEPTANCE or 30 DAYS

VEHICLE QUOTED BY

MATT FORTE

GOVERNMENT ACCOUNT MANAGER matt.forte@alanjay.com

"I Want to be Your Fleet Provider"

I appreciate the opportunity to submit this quotation. Please review it carefully. If there are any errors or changes, please feel free to contact me at any time.
I am always happy to be of assistance.

LEE TRANSPORT EQUIPMENT INC.

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

COLUMBIA, SOUTH CAROLINA 29202

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

TRUCK BODIES AND TRUCK EQUIPMENT

Quote # CJD20230807_C

Date: 8/7/2023

Phone #

Fax#

Personal Contact:

BILLY BOWERS

PRICING:

2023 FORD TRANSIT 148 LR

FURNISH AND INSTALL ADRIAN STEEL CUSTOM VAN PACKAGE

S1M2C2FSV/WKC1FTS/PDK1 - Three Panel Partition w/ hinge kit (swinging center door)

MD506 - Cabinet & Drawer Module, 42w x 46.5h x 14d, Gray

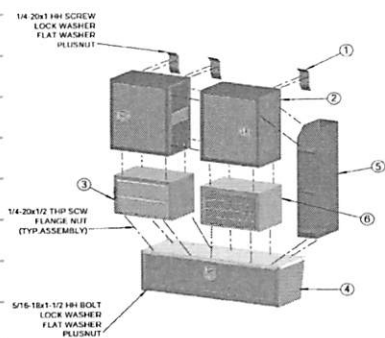
4442 - Welded 3-Shelf Unit, 42w x 46h x 14d, Gray

19 - 2-Drawer Unit w/ Lock, 18w x 12h x 12d, Gray @\$225.00 EA X 2 UNITS

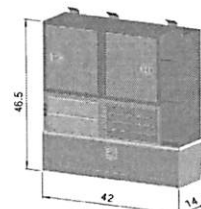
DK544 - Door Kit, 10" x 42", Gray

MD506

partition



ITEM	QTY	DESCRIPTION	QTY
1	1	BOLT, M10, W/AS	1
2	12	CABINET #12-1202X18	2
3	19	2 DRAWER MEDIUM	1
4	40	WHEELCHAIR SW. KIT	1
5	43	CATAL. DSG. P.B. 34"	1
6	9	4 DRAWER SHALLOW	1



PRINTED DOCUMENT IS UNCONTROLLED

DRAWER/CABINET
MODULEBOS
03/09/2016
0071CAUTION: FILL PARTS WITH CARE!
WATER FOR GAS TANK, CONTROL
PANELS & ELECTRICAL WIRING.
11/2023 1/1
135.26 21.00 23.00 1 of 1

14 X 46.5 X 42

Price good for 30 days.

Tax not included in quote.

Insurance: Customers chassis covered with primary coverage insurance while
in the care and the custody of L.T.E. Product Liability insurance carried.

Chassis: C/A Paint:

Other Data:

Tax Exempt No

Terms:

Delivery Date:

Accepted By

Date:

By:

Lee Transport Equipment, Inc.

C.J. Driggers

Price:

Special Discount:

Net Price:

Local Option Tax:

State Sales Tax:

Total Price:



Alan Jay Automotive Management

Matt Forte | 904-505-9682 | matt.forte@alanjay.com

Vehicle: [Fleet] 2023 Ford Transit Cargo Van (E1Y) T-150 148" Low Rf 8670 GVWR RWD (/ Complete)



Note: Photo may not represent exact vehicle or selected equipment.

Window Sticker

SUMMARY

[Fleet] 2023 Ford Transit Cargo Van (E1Y) T-150 148" Low Rf 8670 GVWR RWD

MSRP: \$45,730.00

Interior: Dark Palazzo Gray, Vinyl Front Bucket Seats

Exterior 1: Oxford White

Exterior 2: No color has been selected.

Engine: 3.5L PFDi V6 Flex-Fuel

Transmission: 10-Spd Automatic w/OD & SelectShift

OPTIONS

CODE	MODEL	MSRP
E1Y	[Fleet] 2023 Ford Transit Cargo Van (E1Y) T-150 148" Low Rf 8670 GVWR RWD	\$45,730.00
OPTIONS		
101A	Order Code 101A	\$0.00
153	Front License Plate Bracket	\$0.00
16E	Front & Rear Vinyl Floor Covering	\$245.00
17A	Fixed Rear Cargo Door Glass	\$250.00
21G	Dark Palazzo Gray Vinyl Bucket Seats	\$0.00

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Data Version: 20085. Data Updated: Aug 1, 2023 6:53:00 PM PDT.



Alan Jay Automotive Management

Matt Forte | 904-505-9682 | matt.forte@alanjay.com

Vehicle: [Fleet] 2023 Ford Transit Cargo Van (E1Y) T-150 148" Low Rf 8670 GVWR RWD (/ Complete)

44U	Transmission: 10-Spd Automatic w/OD & SelectShift	\$0.00
53B	Heavy-Duty Trailer Tow Package	\$485.00
86F	2 Additional Keys (4 Total)	\$75.00
998	Engine: 3.5L PFDi V6 Flex-Fuel	\$0.00
VK	Dark Palazzo Gray, Vinyl Front Bucket Seats	\$0.00
X73	3.73 Axle Ratio	\$0.00
YZ	Oxford White	\$0.00
SUBTOTAL		\$46,785.00
Adjustments Total		\$0.00
Destination Charge		\$1,895.00
TOTAL PRICE		\$48,680.00

FUEL ECONOMY

Est City:N/A

Est Highway:N/A

Est Highway Cruising Range:N/A

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Data Version: 20085. Data Updated: Aug 1, 2023 6:53:00 PM PDT.



Alan Jay Automotive Management

Matt Forte | 904-505-9682 | matt.forte@alanjay.com

Vehicle: [Fleet] 2023 Ford Transit Cargo Van (E1Y) T-150 148" Low Rf 8670 GVWR RWD (/ Complete)

Standard Equipment

Mechanical

Engine: 3.5L PFDi V6 Flex-Fuel -inc: port injection and auto start-stop technology (STD)
 Transmission: 10-Spd Automatic w/OD & SelectShift -inc: auxiliary transmission oil cooler (STD)
 3.73 Axle Ratio (STD)
 50-State Emissions System
 Engine Auto Stop-Start Feature
 Rear-Wheel Drive
 70-Amp/Hr Maintenance-Free Battery w/Run Down Protection
 250 Amp Alternator
 3582# Maximum Payload
 GVWR: 8,670 lbs
 Front Anti-Roll Bar
 Electric Power-Assist Steering
 25.1 Gal. Fuel Tank
 Single Stainless Steel Exhaust
 Strut Front Suspension w/Coil Springs
 Solid Axle Rear Suspension w/Leaf Springs
 4-Wheel Disc Brakes w/4-Wheel ABS, Front Vented Discs, Hill Hold Control and Electric Parking Brake

Exterior

Wheels: 16" Silver Steel w/Black Hubcap
 Tires: 235/65R16C 121/119 R AS BSW
 Steel Spare Wheel
 Full-Size Spare Tire Stored Underbody w/Crankdown
 Clearcoat Paint
 Black Front Bumper
 Black Rear Bumper w/1 Tow Hook
 Black Bodyside Cladding and Black Wheel Well Trim
 Black Side Windows Trim and Black Front Windshield Trim
 Black Door Handles
 Black Side Mirrors w/Convex Spotter

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Data Version: 20085. Data Updated: Aug 1, 2023 6:53:00 PM PDT.



Alan Jay Automotive Management

Matt Forte | 904-505-9682 | matt.forte@alanjay.com

Vehicle: [Fleet] 2023 Ford Transit Cargo Van (E1Y) T-150 148" Low Rf 8670 GVWR RWD (/ Complete)

Exterior

Short-Arm Manual-Folding Power Adjust Mirrors
 Light Tinted Glass
 Variable Intermittent Wipers
 Fully Galvanized Steel Panels
 Black Grille
 Front License Plate Bracket
 Sliding Rear Passenger Side Door
 Split Swing-Out Rear Cargo Access
 Tailgate/Rear Door Lock Included w/Power Door Locks
 Ford Co-Pilot360 - Autolamp Auto On/Off Aero-Composite Halogen Auto High-Beam Headlamps w/Delay-Off
 Headlights-Automatic Highbeams
 Laminated Glass

Entertainment

Radio w/Seek-Scan, Clock, Aux Audio Input Jack, Steering Wheel Controls and External Memory Control
 Radio: AM/FM Stereo -inc: 4.0" multi-function display, Bluetooth, dual USB ports and 4 speakers (front)
 Streaming Audio
 Fixed Antenna
 Bluetooth Wireless Phone Connectivity
 1 LCD Monitor In The Front

Interior

Dark Palazzo Gray Vinyl Bucket Seats -inc: 2-way manual driver seat, 2-way manual passenger seat and driver armrest only (STD)
 4-Way Driver Seat
 4-Way Passenger Seat
 Manual Tilt/Telescoping Steering Column
 Gauges -inc: Speedometer, Odometer, Engine Coolant Temp, Tachometer and Trip Odometer
 FordPass Connect 4G Mobile Hotspot Internet Access
 Front Cupholder
 Remote Keyless Entry w/Integrated Key Transmitter, Illuminated Entry and Panic Button
 Manual Air Conditioning

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Data Version: 20085. Data Updated: Aug 1, 2023 6:53:00 PM PDT.



Alan Jay Automotive Management

Matt Forte | 904-505-9682 | matt.forte@alanjay.com

Vehicle: [Fleet] 2023 Ford Transit Cargo Van (E1Y) T-150 148" Low Rf 8670 GVWR RWD (/ Complete)

Interior

Locking Glove Box
 Driver Foot Rest
 Interior Trim -inc: Metal-Look Instrument Panel Insert
 Front Cloth Headliner
 Urethane Gear Shifter Material
 Vinyl Front Bucket Seats
 Partial Floor Console w/Storage and 2 12V DC Power Outlets
 Front Map Lights
 Fade-To-Off Interior Lighting
 Front Only Vinyl/Rubber Floor Covering
 Cargo Space Lights
 Driver Alert
 Pre-Collision Assist w/Automatic Emergency Braking
 Passenger-Side B-Pillar Assist Handle
 Instrument Panel Bin, Driver And Passenger Door Bins
 Power 1st Row Windows w/Driver 1-Touch Down
 Power Door Locks w/Autolock Feature
 Driver Information Center
 Analog Appearance
 Manual Adjustable Front Head Restraints
 Securilock Anti-Theft Ignition (pats) Immobilizer
 2 12V DC Power Outlets

Safety-Mechanical

Ford Co-Pilot360 w/Side Wind Stabilization Electronic Stability Control (ESC) And Roll Stability Control (RSC)
 ABS And Driveline Traction Control

Safety-Exterior

Side Impact Beams

Safety-Interior

Dual Stage Driver And Passenger Seat-Mounted Side Airbags
 Lane-Keeping System Lane Departure Warning

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 Data Version: 20085. Data Updated: Aug 1, 2023 6:53:00 PM PDT.



Alan Jay Automotive Management

Matt Forte | 904-505-9682 | matt.forte@alanjay.com

Vehicle: [Fleet] 2023 Ford Transit Cargo Van (E1Y) T-150 148" Low Rf 8670 GVWR RWD (/ Complete)

Safety-Interior

Low Tire Pressure Warning

Dual Stage Driver And Passenger Front Airbags w/Passenger Off Switch

Safety Canopy System Curtain 1st Row Airbags

Airbag Occupancy Sensor

Outboard Front Lap And Shoulder Safety Belts -inc: Height Adjusters and Pretensioners

Back-Up Camera

WARRANTY

Basic Years: 3

Basic Miles/km: 36,000

Drivetrain Years: 5

Drivetrain Miles/km: 60,000

Corrosion Years: 5

Corrosion Miles/km: Unlimited

Roadside Assistance Years: 5

Roadside Assistance Miles/km: 60,000

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Data Version: 20085. Data Updated: Aug 1, 2023 6:53:00 PM PDT.



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Call Us first, for all of your Fleet Automotive, & Light Truck needs.

Quote

PHONE (800) ALANJAY (252-6529)		DIRECT 863-402-4216	WWW.ALANJAY.COM	47321-2
Corporate Office	2003 U.S. 27 South Sebring, FL 33870	MOBILE 904-505-9682	Mailing Address	P.O. BOX 9200 Sebring, FL 33871-9200
		FAX 863-402-4221		

ORIGINAL QUOTE DATE
8/10/2023

PRICE QUOTE FORM

REVISED QUOTE DATE
8/10/2023

REQUESTING AGENCY	COLUMBIA, CITY OF (SC)			
CONTACT PERSON	BILLY BOWERS	EMAIL	WILLIAM.BOWERS@COLUMBIASC.GOV	
PHONE	803-545-3811	MOBILE	FAX	

PRICED IN ACCORDANCE STATE OF SOUTH CAROLINA CONTRACT #: 4400029875

MODEL	31114	MSRP	\$32,100.00
2024 Nissan Frontier (31113) King Cab 4x2 S Auto			
CUSTOMER ID		GOVERNMENT PRICE	\$32,766.00
BED LENGTH	6'		

** All vehicles will be ordered white w/ darkest interior unless clearly stated otherwise on purchase order.

FACTORY OPTIONS

DESCRIPTION

QAK	Glacier White	\$0.00
G	OPTIONS Charcoal, Cloth Seat Trim	\$0.00
TOW	[T92] Tow Package	\$0.00
GPC SC	GOVERNMENT PRICE CONCESSION	(\$950.00)

FACTORY OPTIONS (\$950.00)

AFTERMARKET OPTIONS

DESCRIPTION

CD FEE	COURTESY DELIVERY -DROP SHIP- TO LOCAL VENDOR FOR PDI	\$636.00
--------	---	----------

AFTERMARKET OPTIONS \$636.00

TRADE IN

TOTAL COST \$32,452.00

YES WE TAKE TRADE INS ~~~ ASK ABOUT MUNICIPAL FINANCING ~~~ \$0.00

TOTAL COST LESS TRADE IN(S) QTY 1 \$32,452.00

Estimated Annual payments for 60 months paid in advance: \$7,267.91
Municipal finance for any essential use vehicle, requires lender approval, WAC.

Comments

QUOTE SUBJECT TO FACTORY ORDER ACCEPTANCE or 30 DAYS

VEHICLE QUOTED BY MATT FORTE GOVERNMENT ACCOUNT MANAGER matt.forte@alanjay.com

"I Want to be Your Fleet Provider"

I appreciate the opportunity to submit this quotation. Please review it carefully. If there are any errors or changes, please feel free to contact me at any time.
I am always happy to be of assistance.



Alan Jay Automotive Management

Matt Forte | 904-505-9682 | matt.forte@alanjay.com

Vehicle: [Fleet] 2023 Nissan Frontier (31113) King Cab 4x2 S Auto *Ltd Avail* (✔ Complete)



Note:Photo may not represent exact vehicle or selected equipment.

Window Sticker

SUMMARY

[Fleet] 2023 Nissan Frontier (31113) King Cab 4x2 S Auto *Ltd Avail*

MSRP:\$29,190.00

Interior:Charcoal, Cloth Seat Trim

Exterior 1:Glacier White

Exterior 2:No color has been selected.

OPTIONS

CODE	MODEL	MSRP
31113	[Fleet] 2023 Nissan Frontier (31113) King Cab 4x2 S Auto *Ltd Avail*	\$29,190.00
OPTIONS		
G	Charcoal, Cloth Seat Trim	\$0.00
QAK	Glacier White	\$0.00
TOW	[T92] Tow Package	\$505.00
SUBTOTAL		\$29,695.00
Adjustments Total		\$0.00
Destination Charge		\$1,335.00
TOTAL PRICE		\$31,030.00

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Data Version: 20144. Data Updated: Aug 8, 2023 6:42:00 PM PDT.



Vehicle: [Fleet] 2023 Nissan Frontier (31113) King Cab 4x2 S Auto *Ltd Avail* ( Complete)

FUEL ECONOMY

Est City:18 MPG

Est Highway:24 MPG

Est Highway Cruising Range:506.40 mi

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Alan Jay Automotive Management

Matt Forte | 904-505-9682 | matt.forte@alanjay.com

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Vehicle: [Fleet] 2023 Nissan Frontier (31113) King Cab 4x2 S Auto *Ltd Avail* ( Complete)

Standard Equipment

Mechanical

Engine: 3.8L DI DOHC 24-Valve V6

Engine Auto Stop-Start Feature

Transmission w/Oil Cooler

Transmission: 9-Speed Automatic

Rear-Wheel Drive

3.692 Axle Ratio

Battery w/Run Down Protection

185 Amp Alternator

Towing Equipment -inc: Trailer Sway Control

1610# Maximum Payload

GVWR: 6,012 lbs

Gas-Pressurized Shock Absorbers

Front Anti-Roll Bar

Hydraulic Power-Assist Speed-Sensing Steering

21.1 Gal. Fuel Tank

Single Stainless Steel Exhaust

Double Wishbone Front Suspension w/Coil Springs

Solid Axle Rear Suspension w/Leaf Springs

4-Wheel Disc Brakes w/4-Wheel ABS, Front And Rear Vented Discs, Brake Assist and Hill Hold Control

Brake Actuated Limited Slip Differential

Exterior

Regular Box Style

Wheels: 16" Styled Steel

Tires: P265/70R16 All Season

Steel Spare Wheel

Full-Size Spare Tire Stored Underbody w/Crankdown

Clearcoat Paint

Body-Colored Front Bumper w/Black Rub Strip/Fascia Accent

Black Rear Step Bumper

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Alan Jay Automotive Management

Matt Forte | 904-505-9682 | matt.forte@alanjay.com

Vehicle: [Fleet] 2023 Nissan Frontier (31113) King Cab 4x2 S Auto *Ltd Avail* (Complete)

Exterior

Black Side Windows Trim, Black Front Windshield Trim and Black Rear Window Trim
Black Door Handles
Black Manual Side Mirrors w/Manual Folding
Fixed Rear Window
Deep Tinted Glass
Variable Intermittent Wipers
Fully Galvanized Steel Panels
Front Splash Guards
Black Grille
Reverse Opening Rear Doors
Tailgate Rear Cargo Access
Manual Tailgate/Rear Door Lock
Intelligent Auto Headlights (i-Ah) Auto On/Off Aero-Composite Halogen Headlamps w/Delay-Off
Cargo Lamp w/High Mount Stop Light
LED Brakelights

Entertainment

Radio w/Seek-Scan, Clock and Radio Data System
Radio: SXM/AM/FM/AUX/USB Audio System w/4 Speakers -inc: 8.0" color touch-screen display, Apple CarPlay, Android Auto, Bluetooth hands-free phone system and streaming (audio or text message), voice recognition for audio features, Siri Eyes Free, 1 USB-A and 1 USB-C front ports and steering wheel audio controls
Integrated Roof Antenna
2 LCD Monitors In The Front

Interior

Driver Seat
Passenger Seat
50-50 Folding Jump Front Facing Fold-Up Cushion Rear Seat
Manual Tilt Steering Column
Gauges -inc: Speedometer, Odometer, Engine Coolant Temp, Tachometer, Trip Odometer and Trip Computer
Fixed Rear Windows
Front Bucket Seats -inc: 6-way manual driver's seat and 4-way manual front passenger's seat
Front Cupholder

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Data Version: 20144. Data Updated: Aug 8, 2023 6:42:00 PM PDT.



Vehicle: [Fleet] 2023 Nissan Frontier (31113) King Cab 4x2 S Auto *Ltd Avail* ( Complete)

Interior

Proximity Key For Push Button Start Only
Remote Keyless Entry w/Integrated Key Transmitter, Illuminated Entry and Panic Button
Cruise Control w/Steering Wheel Controls
Manual Air Conditioning
HVAC -inc: Underseat Ducts
Glove Box
Driver Foot Rest
Interior Trim -inc: Metal-Look Instrument Panel Insert and Chrome Interior Accents
Full Cloth Headliner
Leatherette Door Trim Insert
Urethane Gear Shifter Material
Cloth Seat Trim
Day-Night Rearview Mirror
Full Floor Console w/Covered Storage and 1 12V DC Power Outlet
Front Map Lights
Fade-To-Off Interior Lighting
Full Carpet Floor Covering
Pickup Cargo Box Lights
Instrument Panel Covered Bin, Dashboard Storage, Driver / Passenger And Rear Door Bins
Power 1st Row Windows w/Driver 1-Touch Down
Delayed Accessory Power
Power Door Locks w/Autolock Feature
Driver Information Center
Trip Computer
Digital/Analog Appearance
Manual Anti-Whiplash Adjustable Front Head Restraints and Manual Adjustable Rear Head Restraints
Front Center Armrest
1 Seatback Storage Pocket
Immobilizer
1 12V DC Power Outlet

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Alan Jay Automotive Management

Matt Forte | 904-505-9682 | matt.forte@alanjay.com

Vehicle: [Fleet] 2023 Nissan Frontier (31113) King Cab 4x2 S Auto *Ltd Avail* ( Complete)

Interior

Air Filtration

Safety-Mechanical

Electronic Stability Control (ESC)

ABS And Driveline Traction Control

Safety-Exterior

Side Impact Beams

Safety-Interior

Dual Stage Driver And Passenger Seat-Mounted Side Airbags

Automatic Emergency Braking with Pedestrian Detection

Collision Mitigation-Front

Driver Monitoring-Alert

Low Tire Pressure Warning

Dual Stage Driver And Passenger Front Airbags

Curtain 1st And 2nd Row Airbags

Airbag Occupancy Sensor

Driver And Passenger Knee Airbag

Outboard Front Lap And Shoulder Safety Belts -inc: Height Adjusters and Pretensioners

RearView Monitor Back-Up Camera

WARRANTY

Basic Years: 3
Basic Miles/km: 36,000
Drivetrain Years: 5
Drivetrain Miles/km: 60,000
Corrosion Years: 5
Corrosion Miles/km: Unlimited
Roadside Assistance Years: 3
Roadside Assistance Miles/km: 36,000

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LOVE CHEVROLET COMPANY

100 PARKRIDGE DR

Columbia, South Carolina 29212

DON LOCKHART 803-513-5905

dlockhart@loveauto.co

STATE CONTRACT REF#4400031134

\$60983.00

2023 CHEVROLET SILVERADO 2500 CREW CAB 4X4

WITH 8FT MONROE SERVICE BODY ADD

INCLUDES S.C. IMF FEE AND DMV TEMP TAGS

INCLUDES:

EXTERIOR WHITE

INTERIOR EBONY CLOTH

6.6L V8 GAS ENGINE

6 SPEED HD AUTOMATIC TRANSMISSION

FRONT BENCH SEAT WITH FOLD DOWWN ARMREST

VINYL FLOOR COVERING

KEYLESS REMOTE ENTRY-TWO

POWER WINDOWS,LOCK

CRUISE CONTROL

VERTICAL TRAILERING MIRRORS

7" COLOR SCREEN AM/FM STEREO

BLUETOOTH CAPABLE

ELECTRIC REAR WINDOW DEFOGGER

3:73 REAR AXLE RATIO

LOCKING DIFFERENTIAL

INTEGRATED TRAILER BRAKE CONTROLLER

ENGINE OIL COOLER

TRANSMISSION COOLING SYSTEM

TRANSFER CASE WITH ROTARY DIAL

17" STEEL WHEELS

LT265/70 R17 ALL TERRAIN TIRES

FRONT BUMPER CHROME

UPFITTER ELECTRICAL SWITCHES

DEEP TINTED GLASS

HD AIR FILTER

220 AMP ALTERNATOR

SKID PLATES

8FT MONROE SERVICE BODY WITH STEP BUMPER

TRAILER HITCH AND WIRING

REAR VISION CAMERA



LOVE CHEVROLET COMPANY

100 PARKRIDGE DR

Columbia, South Carolina 29212

DON LOCKHART 803-513-5905

dlockhart@loveauto.co

STATE CONTRACT REF#4400031134

\$28588.00

2024 CHEVROLET EQUINOX LS FRONT WHEEL DRIVE

INCLUDES S.C. IMF FEE AND DMV TEMP TAGS

INCLUDES:

EXTERIOR WHITE

INTERIOR MEDIUM ASH GRAY CLOTH

1.5L 4CYLGAS ENGINE

6 SPEED AUTOMATIC TRANSMISSION

FRONT BUCKET SEATS WITH CONSOLE

POWER SEAT ON DRIVERS SIDE

CARPET FLOOR COVERING

FLOOR LINER PACKAGE

REAR CARGO AREA LINER

KEYLESS REMOTE ENTRY-TWO

PUSH BUTTON START

POWER WINDOWS, LOCKS AND MIRRORS

STANDARD A/C

MANUAL REAR LIFTGATE

CRUISE CONTROL

7" COLOR SCREEN AM/FM STEREO

BLUETOOTH CAPABLE

17" ALUMINUM WHEELS

ALL SEASON TIRES

TINTED GLASS

FOLLOWING DISTANCE INDICATOR

REAR CROSS TRAFFIC ALERT

REAR VISION CAMERA

AUTOMATIC EMERGENCY BRAKING

FRONT SENSOR FOR PEDESTRIAN BRAKING

FORWARD COLLISION ALERT

LANE KEEP ASSIST

SIDE BLIND ZONE ALERT

ONLY WHITE IN SYSTEM FOR NOW APP. 45 DAYS OUT

Blanchard

Quotation

DATE 8/2/2023

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

Quotation For:
 City of Columbia
 Mr. Robert Sweatt

Prepared by: Brian Smith

Reference Number	Description	Amount
386-5361	CS44B VIBRATORY COMPACTOR	\$189,340.00
386-5571	ENGINE, TIER/STAGE 4 CERTIFIED	\$0.00
417-9445	PLATFORM, ROPS/FOPS	\$7,640.00
426-2675	SEAT, DELUXE CONTROL	\$645.00
454-5454	PRODUCT LINK, CELLULAR PL641	\$0.00
467-7329	INSTALLATION, ROPS/FOPS	\$0.00
186-2340	TIRES, 14,9-24 BS 6PR	(\$55.00)
386-5324	FREQUENCY, FIXED	\$0.00
386-5603	SCRAPER, STEEL, FRONT	\$0.00
386-5602	NO BLADE	\$0.00
0P-4505	ROLL ON-ROLL OFF	\$1,145.00
	Total Caterpillar List Price	\$198,715.00
	State Contract 4400031291 discount from list (25%)	\$ (49,679.00)
	PADFOOT SHELL KIT	\$ 13,945.00
	12 MONTH FACTORY WARRANTY	\$ -
	SC STATE CONTRACT 4400031291 PRICE	
	SC Sales Tax	\$ 500.00
	TOTAL PRICE	\$163,481.00

Thank you for the opportunity to earn your business



We Are Columbia

MEETING DATE: September 19, 2023

DEPARTMENT: Procurement and Contracts

FROM: *Shannon Lizewski, Director*

SUBJECT: Council is asked to approve a new Contract for Calhoun Street Resurfacing Project, as requested by the Public Works Department on March 10, 2023. Award to Eurovia Atlantic Coast, LLC, doing business as Blythe, in an amount not to exceed \$1,124,235.73, which includes contingency. This contractor is located in West Columbia, SC.

REQUISITION NO.: R221187

FUNDING SOURCE & ORIGINAL BUDGET: Funding Source: Public Works - Street Division (4079999-SR911320-658650). Reimbursement funding for paving is coming from the County Transportation Commission in the amount of \$871,643.10. Reimbursement for pavement markings is coming from the Richland Penny Sales Tax in the amount of \$88,292.00. The original budget amount is \$1,124,235.73.

CLEAN WATER 2020?: No

PURPOSE:

Eurovia Atlantic Coast LLC DBA Blythe, is the prime contractor and will provide services at 82.85% (\$930,360.73) of the total contract amount.

The following subcontractors/suppliers will provide additional services/supplies:

J. Moore Electrical Contractors, Inc., located in Swansea, SC, will provide traffic loops at 7.92% (\$89,000.00) of the total contract amount.

Peek Pavement Markings, located in Columbia, SC, will provide striping at 9.23% (\$103,625.00) of the total contract amount.

There was one (1) responsive and responsible bid received for this project under BID030-22-23-LB.

The total construction time allocated for this project is sixty (60) consecutive calendar days from the commencement date as defined in the Notice to Proceed (NTP) to fully complete the amount of work herein contemplated.

Base Bid	\$1,122,985.73
Contingency	\$ 1,250.00
Total	\$1,124,235.73

ATTACHMENTS:

- **#a:** MEMO Calhoun Street (PDF)
- **#b:** Contract approved by Legal (PDF)
- **#c:** Bid030-22-23-LB Bid Tabulation (PDF)
- **#d:** BIR form (PDF)



CITY OF COLUMBIA
PUBLIC WORKS DEPARTMENT

INTEROFFICE MEMORANDUM

TO: ERIKA HAMMOND, CITY CLERK
FROM: ROBERT A ANDERSON, PUBLIC WORKS DIRECTOR
SUBJECT: CALHOUN STREET PAVING
DATE: 09/15/2023

Calhoun Street Paving

Calhoun Street paving has been in the works for several years. We are glad to finally move this forward to City Council for approval. The project consists of lane reductions and additions of bike lanes/sharrows. During the process we have had multiple public meeting with businesses on the Calhoun Street route and have developed our plans accordingly. This project is getting later into the paving season and if approved will need to be completed this calendar year for the costing to remain in place.

The current bid for the project is \$1,124,253.73 with funding coming from multiple sources. The milling and resurfacing funding is coming from CTC reimbursable in the amount of \$871,643.10. We also have an additional request from CTC in the amount of \$200,000 that is scheduled to be voted on in October. If this is not approved we will use our 407-9999 paving account which has funds to cover the remainder of the milling and resurfacing. Both options have a small contingency for any unforeseen circumstances. The \$104,145.73 stripping bid was separate using the Penny Reimbursable of \$88,292.00 with the remaining funding coming from the City's 407-9999 paving account.

Contract

City of Columbia, South Carolina

Calhoun Street Resurfacing Project

Bid030-22-23-LB

This Contract is made by and between City of Columbia, South Carolina, hereinafter called Owner, and **Eurovia Atlantic Coast LLC, dba Blythe** with legal address and principal place of business at **3176 Charleston Hwy., West Columbia, SC 29172**, 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 the **City of Columbia**.

ARTICLE 3. CONTRACT TIME.

3.1 The Contract Time shall be **sixty (60)** consecutive calendar days from the commencement date as defined in the Notice to Proceed (NTP) to fully complete the amount of work herein contemplated.

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 at the contract price agreed upon on the Contractor's Bid Form attached to this Contract which establishes the contract value as **One Million One Hundred Twenty-Two Thousand Nine Hundred Eighty-Five Dollars and Seventy-Three Cents (\$1,122,985.73)**. This Contract also provides for an additional contingency in the amount of **One Thousand Two Hundred Fifty Dollars and Zero Cents (\$1,250.00)** to be administered, if necessary, at the discretion of the City for unforeseen costs that are within the pre-determined Scope of Work for this Contract.

ARTICLE 5. APPLICATIONS FOR PAYMENT.

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

ARTICLE 6. PROGRESS AND FINAL PAYMENTS.

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

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

ARTICLE 7. LIQUIDATED DAMAGES.

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

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

ARTICLE 8. ASSURANCE.

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

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

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

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

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

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

ARTICLE 9. CONTRACT DOCUMENTS.

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

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

9.2.1 Invitation For Bid.

9.2.2 Instructions To Bidders.

9.2.3 Bidder's Response including Bid Form.

9.2.4 This Contract.

9.2.5 Performance and Payment Bond.

9.2.6 Part 15 "General Specifications", Part 18 "Specifications for Roadway Improvement, Materials and Construction", Part 20 "Specifications for Sodding, Fertilizing and Seeding", all of the City of Columbia's Engineering Regulations.

9.2.7 Calhoun Street Bike Lane Drawings (Pages 1-15).

9.2.8 Specifications.

9.2.9 South Carolina Department of Transportation (SCDOT) 2007 Standard Specifications For Highway Construction.

9.2.10 Addenda number 1 to 2, inclusive.

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

ARTICLE 10. TERMINATION.

The City shall, at its sole option and discretion, have the right to terminate this contract for any reason whatsoever by providing the Contractor with a notice of termination to be sent by registered mail, return receipt requested. Whenever the Contractor is terminated for convenience under this clause or is wrongfully terminated under any other clause of this contract, the Contractor shall only be entitled to the actual direct costs of all labor and material expended on the job prior to the effective date of the termination plus 15% or the Contractor shall be entitled to be paid a pro-rate percentage of the total contract price which is equal to its percent of completion, whichever of the two methods provides the lowest sum to be paid to the Contractor. In no event shall the Contractor be entitled to anticipatory profit or damages for any termination under this clause. In no event shall the Contractor be entitled to assert a claim in quantum meruit or any other measure of damages other than that stated herein.

ARTICLE 11. MISCELLANEOUS.

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

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

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

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

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

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

Space Intentionally Left Blank

Contractor

BY

(CORPORATE SEAL)

Attest

Address for giving notices:

Date: _____

Owner

City of Columbia, SC

BY

Teresa Wilson, City Manager

Attest

Address for giving notices:

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

Date: _____

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

APPROVED AS TO FORM



Legal Department City of Columbia, SC

Event Number	Bid030-22-23-LB Addendum 2	Organization	City of Columbia, SC
Event Title	Calhoun Street Resurfacing Project	Workgroup	Purchasing
Event Description	Pre-Bid Meeting (non-mandatory but highly	Event Owner	LaTrelle Bowdry
Event Type	IFBs	Email	vasthi.bowdry@columbiasc.gov
Issue Date	4/13/2023 01:30:00 PM (ET)	Phone	
Close Date	5/25/2023 10:00:00 AM (ET)	Fax	OFFICIAL BID TABULATION

Responding Supplier	City	State	Response Submitted	Lines Responded	Response Total
Eurovia Atlantic Coast LLC dba B West Columbia		SC	5/25/2023 09:47:26 AM (ET)	1	\$1,122,985.73

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

*Project Manager increased the quantity 9,300 to 35,800 (On line Item 3 which states Variable mill from center line 1" to 2" below base of curb) which resulted

I in a higher extended price.*

Business Information Record for Subconsultants/Subcontractors

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

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

Business Name (as shown on W9 or SAM.gov) / Unique Entity ID (UEID)	City of Columbia Vendor Number (REQUIRED)	Services and/or Materials Provided	Cost of Services and/or Material (\$ Value)	Percentage of Total Contract	MBE, WBE, SBE, DBE, LBE, CDBE (indicate all that apply)	Minority Association Code (If applicable - Use 2 letter Code See Key Below)
J.Moore Electrical Contractors, Inc.	BL015410 042018	Traffic Loops	\$89,000	7.92 %		
Peek Pavement Markings	60297	Striping	\$103,625	9.23 %		
				%		
				%		
				%		
				%		

Key: Minority/Women Owned Business Enterprise Association Code

AF – Asian American Female
BM – African American Male
HM – Hispanic American Male

AM – Asian American Male
FB – Non-Minority Female Owned
NF – Native American Female

BF – African American Female
HF – Hispanic American Female
NM – Native American Male

COMBINED TOTAL SUB AMOUNT: \$ 192,625

TOTAL CONTRACT AMOUNT: \$ 1,122,985.73

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

Business Name: Eurovia Atlantic Coast LLC dba Blythe

Representative Name/Title: Ronald Van Vlakte / SC Division Manager

Date: 5/16/23



We Are Columbia

MEETING DATE: September 19, 2023

DEPARTMENT: Planning and Development Services

FROM: *Krista Hampton, Director*

SUBJECT: ZONING MAP AMENDMENT for 34.4 Acres S/S of I-20 at Spears Creek Church Road; TMS#28800-06-05 (portion)

**FUNDING SOURCE &
ORIGINAL BUDGET:**

CLEAN WATER 2020?: No

PURPOSE:

Ordinance No.: 2023-094 - Amending the Official Zoning Map to modify the zoning for 34.4 Acres S/S of I-20 at Spears Creek Church Road, Richland County TMS# 28800-06-05 (portion)

Council District: 4

Proposal: Request to rezone the property from General Commercial District (GC) to Residential Mixed District (RM-1).

Applicant: Madison Pickrel, HVP3 Development, LLC

Staff Recommendation: Approval

PC Recommendation: 07/13/2023; Approval (5-0)

First reading approval was given on August 15, 2023.

ATTACHMENTS:

- **#a:** ZMA_2023-0012_SpearsCreek_ZPH(PDF)
- **#b:** 2023-094 - Zoning Map Amendment to Rezone 34.4 Acres I-20 at Spears Creek Church Road (PDF)
- **#c:** SS I-20 at Spears Creek Church - Zoning Map (PDF)

HISTORY:

08/15/23

Columbia City Council

APPROVED ON FIRST READING.



CITY COUNCIL

August 15, 2023 at 4:00pm

City Hall, 3rd floor Council Chambers, 1737 Main Street, Columbia, SC 29202

Zoning Map Amendment Case Summary **34.4 Acres S/S of I-20 @ Spears Creek Church Road, p/o** **TMS# 28800-06-05**

Council District:	4
Proposal:	Request to rezone the property from General Commercial District (GC) to Residential Mixed District (RM-1).
Applicant:	Madison Pickrel, HVP3 Development, LLC
Staff Recommendation:	Approval
PC Recommendation:	07/13/2023; Approval (5-0)
ZPH, 1st Reading:	08/15/2023; Pending
2nd Reading:	09/05/2023; Pending

CURRENT PARCEL CHARACTERISTICS/CONDITIONS

Acreage: 34.4 Ac
Current Use: Agricultural
Proposed Use: Commercial/Residential
Land Use Classification: Community Activity Corridor (AC-2)
Current Zoning: General Commercial (GC)
Proposed Zoning: Residential Mixed (RM-1)

PLANS, POLICIES, AND LAND USE

Comprehensive Plan Land Use Classification

The future land use classification for the subject property is Community Activity Corridor (AC-2) in the *Columbia Compass: Envision 2036* Future Land Use Map.

Refer to attached land use classification description.

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

The subject property is not located within the study area of an existing neighborhood, small area, community, or corridor plan adopted by the City of Columbia or Richland County.

PROPOSED ZONING DISTRICT SUMMARY

The subject property currently has base zoning of General Commercial District (GC). The nearby properties in the City of Columbia have base zoning of Light Industrial (LI) to the North across I-20, Residential Mixed District (RM-1) to the West, and Institutional-Fort Jackson District (INS-FJ) to the South.

The proposed zoning district is Residential Mixed District (RM-1).

Refer to attached zoning district classification descriptions.

STAFF RECOMMENDATION

Staff finds that the proposed zoning is consistent with the future land use classifications in the Columbia Compass plan and that a recommendation to approve is appropriate.



Future Land Use

S/S of I-20 at Spears Creek Church Road (portion), TMS# 28800-06-05
Future Land Use: Community Activity Corridor (AC-2)

10.a

Legend

- UCMR-1 - Urban Core Mixed Residential - 1
- UCMR-2 - Urban Core Mixed Residential - 2
- UCMR-3 - Urban Core Mixed Residential - 3
- UEMR - Urban Edge Mixed Residential
- UCMF - Urban Core Multi-family
- UEMF - Urban Edge Multi-family
- UCR-1 - Urban Core Residential Small Lot
- UCR-2 - Urban Core Residential Large Lot
- UER-1 - Urban Edge Residential Small Lot
- UER-2 - Urban Edge Residential Large Lot
- UCAC-1 - Urban Core Neighborhood Activity Center
- UCAC-2 - Urban Core Community Activity Center
- UCAC-3 - Urban Core Regional Activity Center
- UEAC-1 - Urban Edge Community 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
- S/A - Sports/Amusement
- C/I - Civic/Institutional
- CBA - Central Business Area
- ZOO - Riverbanks Zoo & Garden
- U/C - Universities/Colleges
- FJ - Fort Jackson
- T/S - Transitional/Sensitive Lands
- Parcels
- City Limits

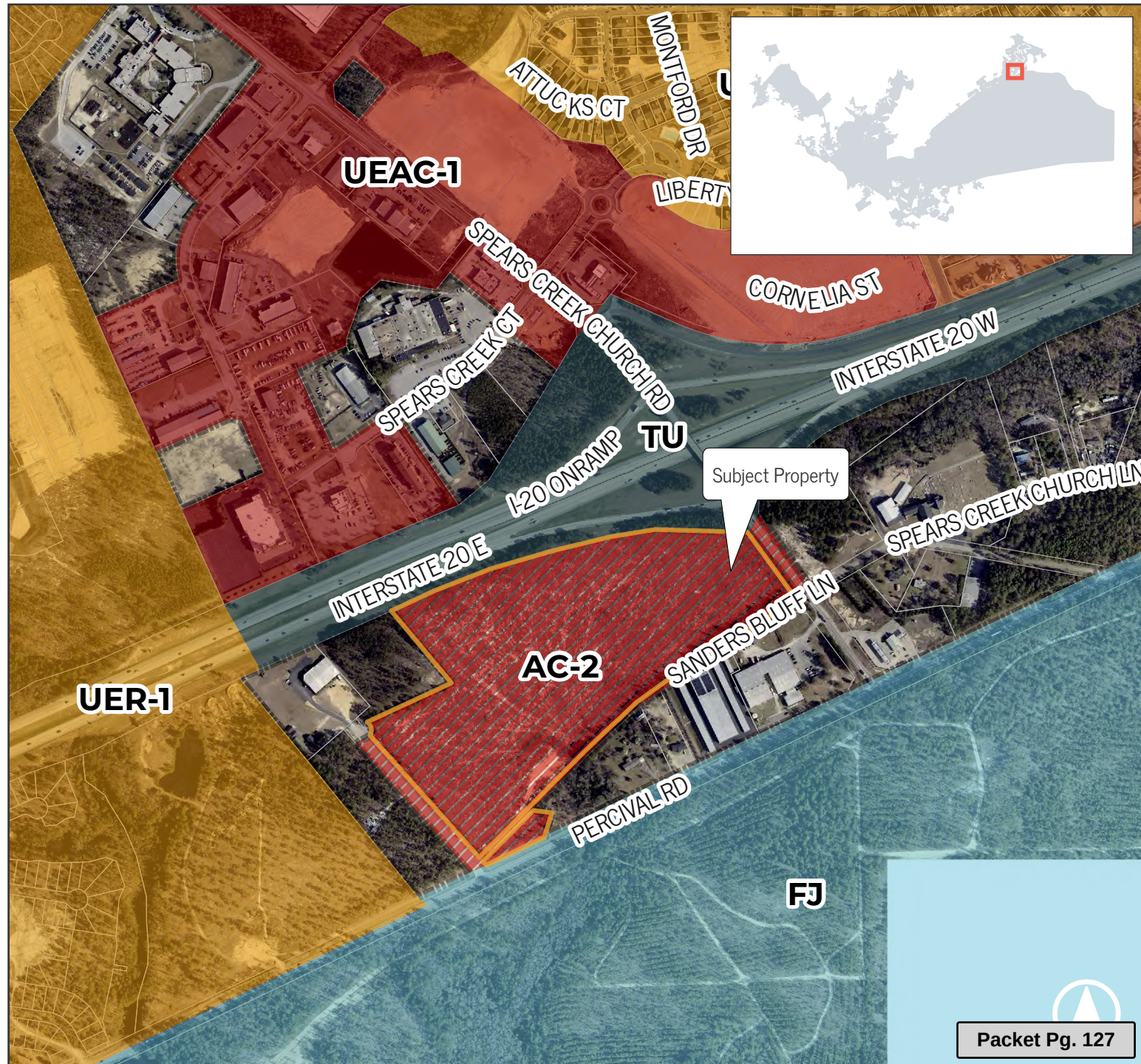
0 400 800 Feet

Planning & Development Services Department

Created by: ladeforth Date: 6/16/2023



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Zoning

S/S of I-20 at Spears Creek Church Road (portion), TMS# 28800-06-05 (p)

Current Zoning: General Commercial (GC)

Proposed Zoning: Residential Mixed District (RM-1)

10.a

Legend

- GC: General Commercial District
- RM-1: Residential Mixed
- LI: Light Industrial District
- PD: Planned Development
- INS-FJ: Institutional - Fort Jackson District
- Parcels
- City Limits



0 200 400 Feet

Planning & Development
Services Department

Created by: ladeforth Date: 6/21/2023



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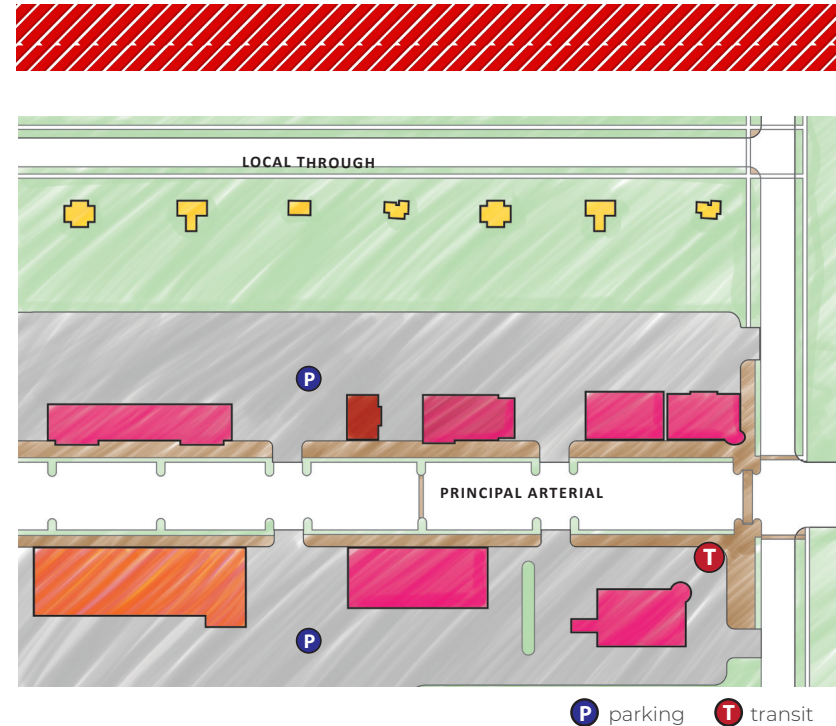
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Existing Future Land Use Classification

Development Types

COMMUNITY ACTIVITY CORRIDOR (AC-2)

Community Activity Corridors are a linear extension of a Community Activity Center. They contain nearly identical building types and uses to a Community Activity Center; the primary difference is the configuration of the lots and the lack of an internal subdivision or street network. Uses are built on frontage lots along principal and minor arterial roadways. They serve surrounding neighborhoods within a three-mile to five-mile drive and typically consist of a variety of commercial and service issues.



AC-2 BUILDING TYPES/LAND USES

PRIMARY TYPES

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

SECONDARY TYPES

- Multi-family Small & Medium

TERTIARY TYPES

- Single-family Attached
- Civic/Institutional Small to Large
- Business/Employment Large (excl. Flex)
- Cemeteries & Mausoleums
- Parking Structures & Lots

See matrix for appropriate park/open space types.

Development Types

AC-2 DEVELOPMENT PATTERN/CONTEXT

- Streets are principal or minor arterial roads carrying high traffic volumes,
- Blocks are not the base component for this development type.
- Lots are large and adequately deep and wide to accommodate groups of smaller businesses or medium to larger format buildings with sufficient parking. Floor area ratios (FARs) are usually in the range of 0.2 to 0.25 for these corridors, but FARs of 3.0 or greater may be appropriate as infill and redevelopment occur.
- Buildings are oriented toward the street and may be located at the front of the lot, right behind the sidewalk, or setback with parking lots in front of the buildings. In new or redevelopment projects, setting the buildings close to the street is preferred with side or rear lots. Access to businesses should be provided from the sidewalk. Buildings may be out-lot, freestanding structures, or in attached strip mall-type structures.
- Designated off-street parking areas are typically located in front of or behind each building; corridors may also have on-street parking.
- These corridors are often located along transit routes, and sidewalks and bike lanes should be incorporated to allow safe access to businesses in corridors. An access management plan should be prepared for each activity corridor to promote safety for pedestrians, bicyclists, transit users, and motorists, as well as accessibility for all businesses.



- Open spaces are provided on individual lots in the form of perimeter plantings and buffer yards are typical.
- Consolidated architectural details and finishes are encouraged to create a cohesive appearance along corridors. Buildings are typically one to two stories.

Existing Zoning District



GC: General Commercial District

Purpose

The purpose of the General Commercial (GC) District is to provide lands that accommodate a broad range of nonresidential uses characterized primarily by retail, office, and service establishments. Development is primarily auto-oriented, serving isolated commercial areas outside of the activity centers.

Allowed uses include personal services, retail sales, recreation/entertainment, commercial services, eating and drinking establishments, visitor accommodation, and vehicle sales and services.

Intensity and Dimensional Standards

(1) Intensity and Dimensional Standards

Standard	All Uses
Lot Area, min. (sf.)	N/A
Lot Width, min. (ft.)	N/A
Lot Coverage, max. (% of site area)	N/A
Density, max. (du/acre)	N/A
Front Yard Setback, min. (ft.)	20
Side Yard Setback, min. (ft.)	N/A
Rear Yard Setback, min. (ft.)	10
Building Height, max. (ft.)	75

Notes: ft. = feet sf. = square feet du. = dwelling unit

Use Standards

Uses are presented below for convenience. Please refer to 17-4.2 through 17-4.4 for complete regulations for principal, accessory, and temporary uses. ¹ Conditional Use ² Special Exception

PRINCIPAL USES PERMITTED

	Community recreation center ²	Elementary, middle, or high school
Dwelling, mixed-use ²	Cultural facility	School, business or trade
Dwelling, multifamily ²	Day care facility ¹	Hospital
Dwelling, single-family detached ²	Government office	Laboratory, medical or dental
Dwelling, two-family ²	Library	Medical or dental clinic/office
Continuing care retirement community (CCRC) ¹	Membership organization facility	Nursing care facility
Residential care facility ²	Place of worship ¹	Arboretum or botanical garden
Broadcasting studio	Public safety facility	Cemetery
Newspaper or periodical publishing establishment	Social services facility	Park or greenway ¹
	College or university	Park and ride

Disclaimer: Zoning district handouts are provided for general informational purposes and may not reflect recent updates made to the City Unified Development Ordinance. Please confirm all zoning information with the City of Columbia Zoning Department prior to making investment decisions.

GC: GENERAL COMMERCIAL

Parking lot ¹	Non-depository personal credit institution ¹	Community garden ²
Parking structure ²	Repair of personal goods	Crop production and processing
Passenger terminal, surface transportation	Car wash	Warehouse distribution and storage ²
Utility facility, major ²	Amusement park	Wholesale sales, not elsewhere listed ²
Utility facility, minor	Arena, stadium, or outdoor theater	Manufacturing, assembly, or fabrication, light
Animal shelter ²	Banquet hall	
Kennel ¹	Performing arts center	
Veterinary hospital or clinic ¹	Recreation facility, indoor, not elsewhere listed	
Equipment rental	Recreation facility, outdoor, not elsewhere listed	
Laboratory, testing or research	Building supplies and equipment store ²	
Lawn, tree, or pest control services	Consumer goods store	
Linen or uniform supply	Convenience store ²	
Self-service storage ¹	Farmers' market	
Eating establishment only ¹	Fuel sales (bulk) ²	
Eating and drinking establishment, Type 1 ¹	Grocery store or food market ¹	
Eating and drinking establishment, Type 2 ²	Liquor store ²	
Funeral home or mortuary	Pawn shop ²	
Business/Professional office	Commercial vehicle sales and rentals ¹	
Contractor's office	Gasoline sales and service station ¹	
Bank, retail	Personal vehicle repair and maintenance ²	
Beauty salon or barbershop	Personal vehicle sales and rentals ¹	
Body piercing or tattoo establishment ¹	Vehicle equipment supplies sales and rentals	
Dry cleaning pick-up ¹	Bed and breakfast ¹	
Laundry, coin-operated	Hotel or motel	
Nail salon		

Disclaimer: Zoning district handouts are provided for general informational purposes and may not reflect recent updates made to the City Unified Development Ordinance. Please confirm all zoning information with the City of Columbia Zoning Department prior to making investment decisions.

Proposed Zoning District



RM-1: Residential Mixed District

Purpose

The purpose of the Residential Mixed (RM-1) District is to provide lands that accommodate a walkable, moderate-density mix of residential development that allows single-family, two-family, townhouse, and multi-family dwellings.

Intensity and Dimensional Standards

Standard	Townhouse	All Other Uses
Lot Area, min. (sf.)	8,000[1]/1,500[2]	5,000
Lot Width, min. (ft.)	75[1]/18[2]	50
Lot Depth, min. (ft.)	70	70
Lot Coverage, max. (% of site area)	50	50
Density, max. (du/acre)	N/A	8.7
Front Yard Setback, min. (ft.)	15	15
Side Yard Setback, min. (ft.)	[3]	5
Rear Yard Setback, min. (ft.)	10	10
Building Height, max. (ft.)	40	40

Notes: ft. = feet sf. = square feet du. = dwelling unit

[1] Applies to the development lot as a whole rather than individual lots under individual units.

[2] Applies to individual lots under individual units.

[3] A minimum of five feet required between end units and side yard and ten feet between end units and any secondary front yard.

Use Standards

Uses are presented below for convenience. Please refer to 17-4.2 through 17-4.4 for complete regulations for principal, accessory, and temporary uses. ¹ Conditional Use ² Special Exception

PRINCIPAL USES PERMITTED

	Library	Grocery store or food market ²
Cottage neighborhood development	Place of worship ²	Community garden ¹
Dwelling, live-work ¹	Public safety facility	Crop production and processing ²
Dwelling, multifamily	Elementary, middle, or high school ²	
Dwelling, single-family detached	Arboretum or botanical garden ²	
Dwelling, townhouse	Cemetery ²	
Dwelling, two-family	Park or greenway ¹	
Community recreation center	Utility facility, major ²	
Cultural facility ²	Utility facility, minor	
Day care facility ¹	Dry cleaning pick-up ¹	

Disclaimer: Zoning district handouts are provided for general informational purposes and may not reflect recent updates made to the City Unified Development Ordinance. Please confirm all zoning information with the City of Columbia Zoning Department prior to making investment decisions.

ORDINANCE NO.: 2023-094

Amending the Official Zoning Map to modify the zoning for 34.4 Acres S/S of I-20 at Spears Creek Church Road, Richland County TMS# 28800-06-05 (portion)

WHEREAS, an application has been made to amend the Official Zoning Map of the City of Columbia, S.C. to modify the zoning for 34.4 Acres S/S of I-20 at Spears Creek Church Road, Richland County TMS# 28800-06-05 (Portion); and,

WHEREAS, City Council adopted *Columbia Compass: Envision 2036* as the City of Columbia Comprehensive Plan by Ordinance No.: 2020-028 along with all the maps and policies contained therein, and amended from time to time, in accordance with the South Carolina Comprehensive Planning Act of 1994 (§6-29 of the SC Code); and,

WHEREAS, the City of Columbia has adopted the Unified Development Ordinance (UDO) by Ordinance No.: 2019-013 and Official Zoning Map of the City of Columbia, S.C. by Ordinance No.: 2021-001, both amended from time to time, in accordance with the authority in Title VI of the SC Code; and

WHEREAS, the City of Columbia Planning Commission has reviewed the application and made a recommendation to City Council regarding the application in accordance with §17-2.5(c)(3)(f) of the UDO; and

WHEREAS, the Columbia City Council has held a public hearing in accordance with §17-2.4(f) of the UDO and §6-29-760 of the SC Code; and

WHEREAS, the Columbia City Council has determined that the proposed rezoning meets one or more of the criteria set forth by §17-2.5(c)(4), Zoning Map Amendment Decision Standards, of the UDO; NOW THEREFORE,

BE IT ORDAINED by the Mayor and City Council of the City of Columbia this ___ day of _____, 2023, that:

1. The above recitals and findings are incorporated herein by reference and made a part of this Ordinance.
2. The property identified as 34.4 Acres S/S of I-20 at Spears Creek Church Road, Richland County TMS# 28800-06-05 (portion) and as shown in Attachment A, is hereby rezoned from General Commercial District (GC) to Residential Mixed District (RM-1). The Official Zoning Map of the City of Columbia, S.C. is hereby amended to conform to this change.

Requested by:

Assistant City Manager Gentry _____

Mayor _____

Approved by:

City Manager _____

Approved as to form:

Deputy City Attorney _____

ATTEST:

City Clerk _____

Introduced:

Final Reading:

Zoning

S/S of I-20 at Spears Creek Church Road (portion), TMS# 28800-06-05 (p)

Current Zoning: General Commercial (GC)

Proposed Zoning: Residential Mixed District (RM-1)

10.c

Legend

- GC: General Commercial District
- RM-1: Residential Mixed
- LI: Light Industrial District
- PD: Planned Development
- INS-FJ: Institutional - Fort Jackson District
- Parcels
- City Limits



0 200 400 Feet

**Planning & Development
Services Department**

Created by: ladeforth Date: 6/21/2023



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We Are Columbia

MEETING DATE: September 19, 2023

DEPARTMENT: Legal Department

FROM: *Teresa Knox, City Attorney*

SUBJECT: Ordinance No.: 2023-102 - Granting an encroachment to Five Points Association for the use of the right of way areas of the 700 block of Harden Street and the 700 block of Saluda Avenue for the installation and maintenance of a steel statue adjacent to 727 Harden Street and 751 Saluda Avenue, Richland County TMS# 11308-07-04 and 11308-06-03

FUNDING SOURCE & ORIGINAL BUDGET:

FOCUS AREAS: Planning Together

PURPOSE:

First reading approval was given on September 5, 2023.

ATTACHMENTS:

- **#a:** 2023-102 - Five Points Robot art installation Encroachment (PDF)
- **#b:** Five Points robot art Encroachment Case packet (PDF)

HISTORY:

09/05/23

Columbia City Council

APPROVED ON FIRST READING.

ORDINANCE NO.: 2023-102

Granting an encroachment to Five Points Association for the use of the right of way areas of the 700 block of Harden Street and the 700 block of Saluda Avenue for the installation and maintenance of a steel statue adjacent to 727 Harden Street and 751 Saluda Avenue, Richland County TMS# 11308-07-04 and 11308-06-03

WHEREAS, Five Points Association, (hereinafter "Grantee") desires to utilize a portion of the right of way areas of the 700 block of Harden Street and the 700 block of Saluda Avenue for the installation and maintenance of a steel statue measuring approximately ten (10') feet in height thirty seven (37") inches in diameter, adjacent to 727 Harden Street and 751 Saluda Avenue, as shown on the attached drawings; 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 _____, 2023, that Grantee is hereby granted the right to use the right of way areas of the 700 block of Harden Street and the 700 block of Saluda Avenue adjacent to 727 Harden Street and 751 Saluda Avenue, Richland County TMS# 11308-07-04 and 11308-06-03, for the installation and maintenance of a steel statue measuring approximately ten (10') feet in height thirty seven (37") inches in diameter, as shown on the attached drawings.

PROVIDED FURTHER that all work shall comply with the requirements of The City of Columbia, South Carolina Department of Transportation (SCDOT) and Federal Emergency Management Agency (FEMA) 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 Grantee's 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; and,

PROVIDED further that in the event the City has to make repairs or maintain utility lines located within the encroachment area the City will replace any items removed for the utility repair or maintenance with like items to those removed; and,

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

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.

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. Grantee is responsible for maintaining landscaping and improvements.

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.

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

Requested by:

Assistant City Manager Gentry

Mayor

Approved by:

City Manager

Approved as to form:


Deputy City Attorney

ATTEST:

City Clerk

Introduced:

Final Reading:

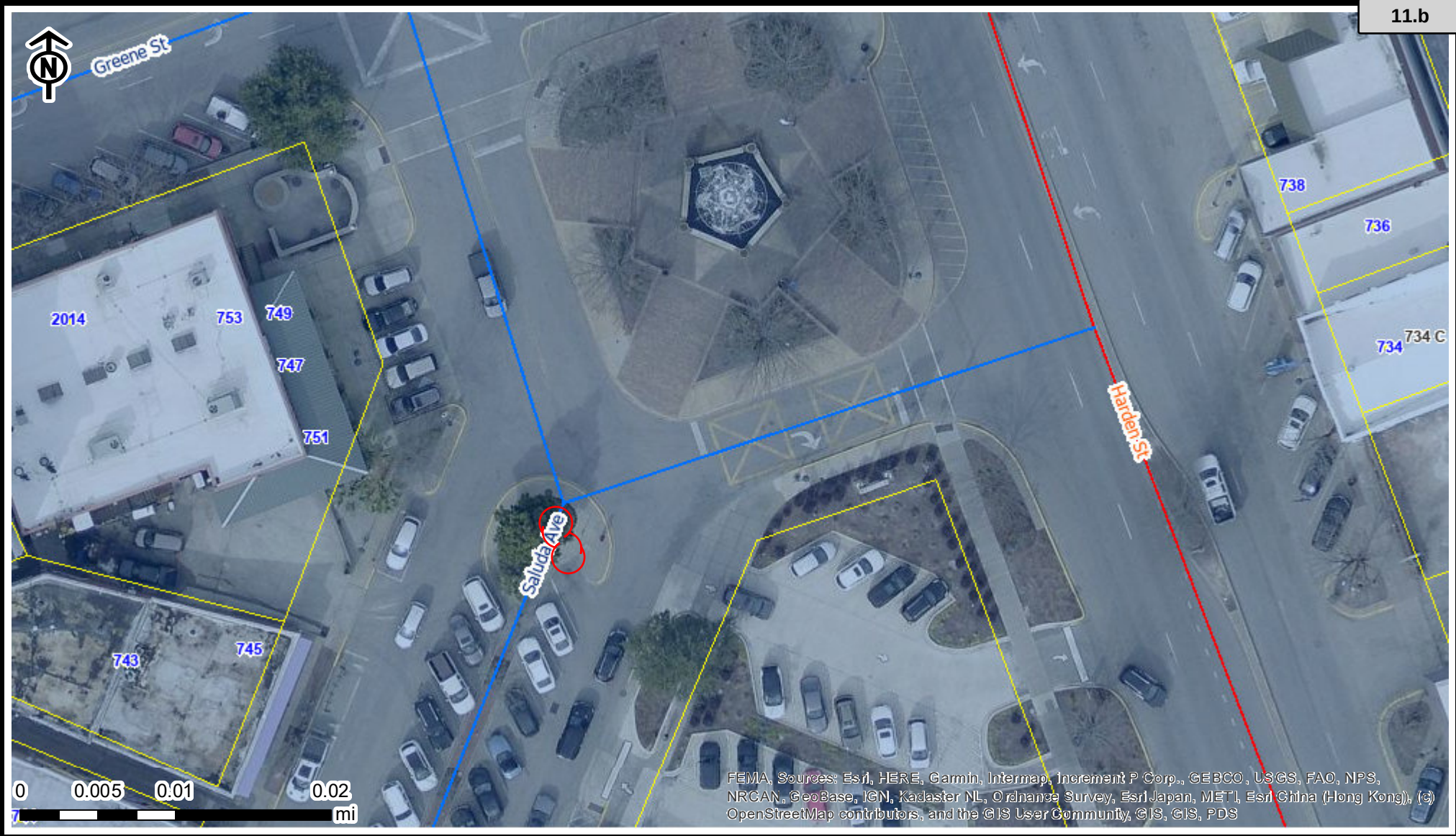
**CITY COUNCIL
ENCROACHMENT SUMMARY
2023-102**



**700 BLOCK OF HARDEN STREET AND 700 BLOCK OF SALUDA AVENUE
ADJACENT TO 727 HARDEN STREET AND 751 SALUDA AVENUE
STEEL STATUE**

Subject Property:	Right-of-way adjacent to 727 Harden Street and 751 Saluda Avenue
Council District:	3
Proposal:	The applicant is requesting an encroachment for installation and maintenance of a steel statue.
Applicant:	Five Points Association
Staff Recommendation:	Approval.

Detail:	The applicant is requesting an encroachment for installation and maintenance of a steel statue measuring approximately ten (10') feet in height thirty seven (37") inches in diameter adjacent to 727 Harden Street and 751 Saluda Avenue, as shown on the attached drawings; and, Conditions of the proposed encroachment are as follows: 1. No item, including landscaping, shall be placed, planted or allowed to grow such that it creates a visual impediment to persons safely entering or exiting the driveway or to persons safely walking along the sidewalk. The City reserves the right to remove or cut any item located within the right of way which it deems to be a safety hazard. 2. Grantee is responsible for all maintenance and assuring that all accessibility and ADA requirements are met and maintained. 3. Grantee is responsible for maintaining landscaping and improvements. 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.
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City of Columbia

This map was prepared using
the City GIS Viewer:

City of Columbia - GIS Division
Wednesday, August 2, 2023



Address Point

- Active
- Vacant

- Tax Parcel

Street & Ownership

- Interstate

- Highway
- City Maintained
- State Maintained
- Private
- Others

Columbia City Limits

FEMA Flood Hazard Area

- AE - Floodway
- AE - 100yr Flood Plain
- A - No Base Flood Elevation

X - 500yr Flood Plain

CITY OF COLUMBIA GIS DATA DISCLAIMER:

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



Permanent Encroachment

Application and Checklist

1. Applicant Information

Name Five Points Association	
Company (if applicable)	
Address (street, city, state, zip) 532 Congaree Avenue Columbia, SC 29205	
Phone 803.748.7373	Email heather@fivepointscolumbia.com

2. Property Information

Address See attached	
Tax Map Reference Number(s) N/A	
Current use Plantings	Proposed use Public Art

3. Property Ownership

Does the applicant own the adjacent property? ☐ Yes ☒ No

If the applicant does not own the adjacent property, complete the **Letter of Agency** for each property owner that authorizes the applicant to submit this application on the property owner's behalf.



Permanent Encroachment

Application and Checklist

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.

Permittee understands and agrees that the privilege granted may be modified or terminated by the City of Columbia at any time without notice and that the privilege granted hereby is subject to applicant's compliance with the following conditions, restrictions or limitations:

Permittee must comply with all existing City of Columbia and any other state or federal codes, rules and regulations, as applicable including the Americans with Disabilities Act, now in existence or hereafter enacted.

7. Signature

Signature of Applicant

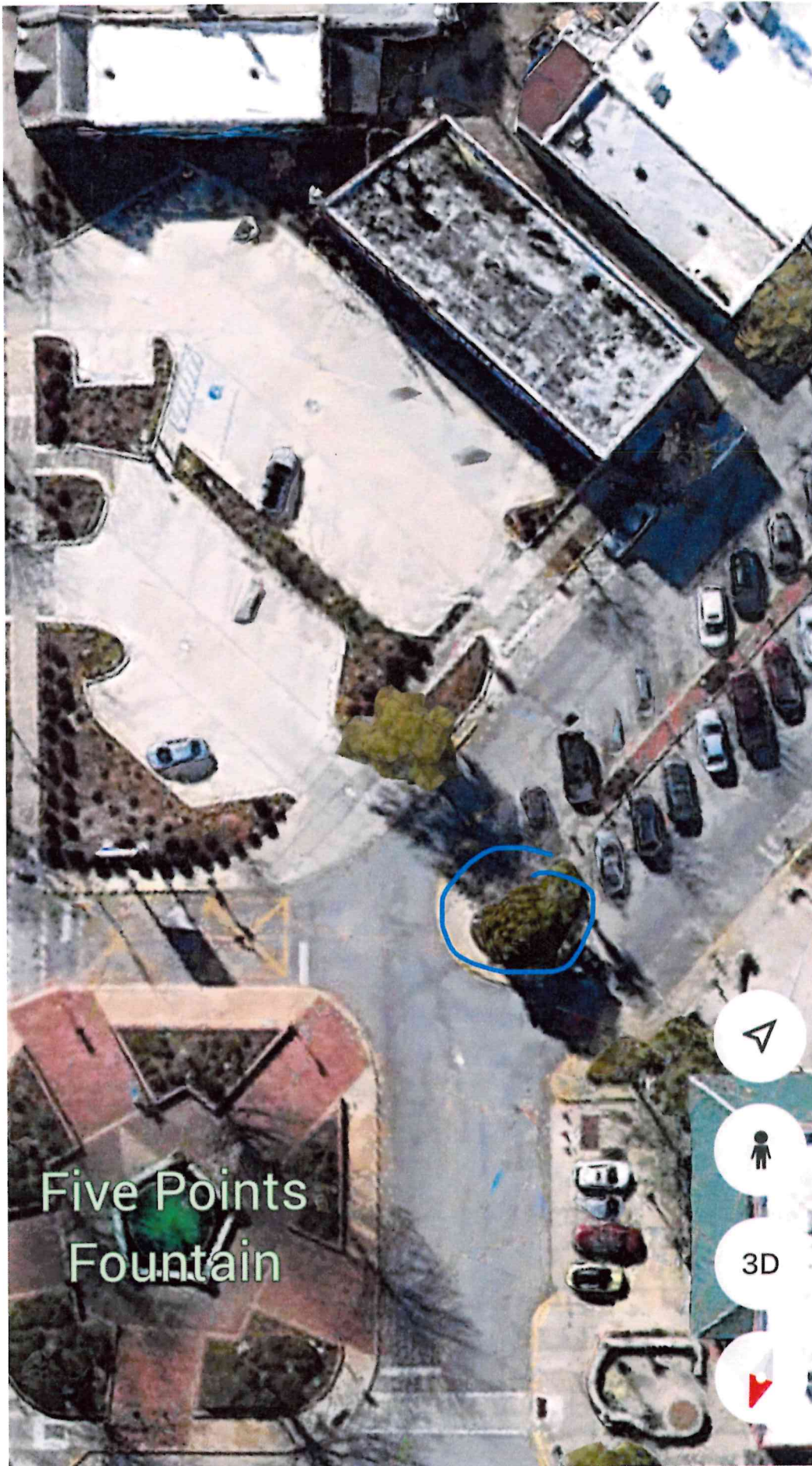
Print Name

Heather McDonald

Date

07/25/2023







We Are Columbia

MEETING DATE: September 19, 2023

DEPARTMENT: Legal Department

FROM: *Teresa Knox, City Attorney*

SUBJECT: **Ordinance No.: 2023-109 - A Sixteenth 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 \$155,000,000, in order to refinance certain outstanding indebtedness and to finance various capital projects and improvements to the system, any necessary debt service reserves, capitalized interest and issuance costs; authorizing the Mayor, the City Manager and the Assistant City Manager for Finance and Economic Services, or any two of them acting together, to determine certain matters with respect to the bonds; prescribing the form and details of such bonds; and other matters relating thereto.**

**FUNDING SOURCE &
ORIGINAL BUDGET:**

FOCUS AREAS: Planning Together

PURPOSE:

Attorney Estimated Cost of Issuance		
Service	Provider	Cost
Co-Bond Counsel, Tax Counsel	Burr Forman	\$197,500
Co-Bond Counsel	Johnson, Toal, Battiste	\$80,000
Co-Underwriter's Counsel	Parker Poe	\$89,000
Co-Underwriter's Counsel	Starkes Law	\$40,000

First reading approval was given on September 5, 2023.

ATTACHMENTS:

- **#a:** Memo - 2023 Water and Sewer Bond Issuance (PDF)
- **#b:** 2023-109 - Doc#_51182124_v_5_Sixteenth Supplemental Ordinance (2023 Water and Sewer Bonds) (PDF)

HISTORY:

09/05/23

Columbia City Council

APPROVED ON FIRST READING.



CITY OF COLUMBIA

Finance Department
1336 Main St. Columbia, SC

12.a

TO: Jeff Palen, ACM/CFO

FROM: Kristine Githara, Finance Director
Jessica Barlow, Treasurer

RE: Ordinance No.: 2023-109 Waterworks and Sewer System Revenue Bonds

DATE: 8/29/2023

The Waterworks and Sewer System Revenue Bond issuance under consideration contemplates \$49,000,000 of funding for CIP projects approved in the Fiscal Year 2024 budget and \$80,600,000 to refinance the 2009 series debt.

CITY OF COLUMBIA, SOUTH CAROLINA

ORDINANCE NO.: 2023-109

A SIXTEENTH 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 \$155,000,000, IN ORDER TO REFINANCE CERTAIN OUTSTANDING INDEBTEDNESS AND TO FINANCE VARIOUS CAPITAL PROJECTS AND IMPROVEMENTS TO THE SYSTEM, ANY NECESSARY DEBT SERVICE RESERVES, CAPITALIZED INTEREST AND ISSUANCE COSTS; AUTHORIZING THE MAYOR, THE CITY MANAGER AND THE ASSISTANT CITY MANAGER FOR FINANCE AND ECONOMIC SERVICES, OR ANY TWO OF THEM ACTING TOGETHER, TO DETERMINE CERTAIN MATTERS WITH RESPECT TO THE BONDS; PRESCRIBING THE FORM AND DETAILS OF SUCH BONDS; AND OTHER MATTERS RELATING THERETO.

Enacted: _____, 2023

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 Sixteenth Supplemental Ordinance have the respective meanings given to them in the Ordinance and in Section 1 hereof.

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

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

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

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

“Bonds of 2009” shall mean the original principal amount \$81,860,000 City of Columbia, South Carolina, Waterworks and Sewer System Revenue Bonds, Series 2009, dated September 2, 2009, of which \$80,785,000 is outstanding as of the date of this Sixteenth 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 \$28,750,000 is outstanding as of the date of this Sixteenth 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 \$139,715,000 is outstanding as of the date of this Sixteenth Supplemental Ordinance.

“Bonds of 2018” shall mean the original principal amount \$87,340,000 City of Columbia, South Carolina, Waterworks and Sewer System Revenue Bonds, Series 2018, dated

June 21, 2018, of which \$48,795,000 is outstanding as of the date of this Sixteenth Supplemental Ordinance.

“Bonds of 2019A” shall mean the original principal amount \$131,085,000 Waterworks and Sewer System Revenue Bonds, Series 2019A, dated December 5, 2019, of which \$90,260,000 is outstanding as of the date of this Sixteenth Supplemental Ordinance.

“Bonds of 2019B” shall mean the original principal amount \$143,855,000 City of Columbia, South Carolina, Waterworks and Sewer System Refunding Revenue Bonds, Taxable Series 2019B, dated December 5, 2019, of which \$127,960,000 is outstanding as of the date of this Sixteenth Supplemental Ordinance.

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

“Bonds of 2021A” shall mean the original principal amount \$18,935,000 Waterworks and Sewer System Revenue Bonds, Series 2021A, dated March 17, 2021, of which \$18,565,000 is outstanding as of the date of this Sixteenth Supplemental Ordinance.

“Bonds of 2021B” shall mean the original principal amount \$116,600,000 City of Columbia, South Carolina, Waterworks and Sewer System Refunding Revenue Bonds, Taxable Series 2021B, dated March 17, 2021, of which \$115,505,000 is outstanding as of the date of this Sixteenth Supplemental Ordinance.

“Bonds of 2022” shall mean the original principal amount \$73,815,000 City of Columbia, South Carolina, Waterworks and Sewer System Revenue Bonds, Series 2022, dated December 8, 2022, all of which are outstanding as of the date of this Sixteenth Supplemental Ordinance.

“Bonds to be Refunded” shall mean the Outstanding Bonds of 2009 (or any portion thereof) to be refunded with a portion of the proceeds of the New Bonds, as determined by the City Representatives pursuant to Section 11.

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

“Business Day” shall mean, with respect to the New Bonds issued pursuant to this Sixteenth 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 Representatives” shall mean the Mayor, the City Manager and the Assistant City Manager for Finance and Economic Services, or any two of them acting together.

“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.

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

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

“Fifteenth Supplemental Ordinance” shall mean Fifteenth Supplemental Ordinance No. 2022-012 of the Council of the City enacted on October 4, 2022.

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

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

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

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

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

“Interest Payment Date” shall mean February 1 and August 1 of each year commencing August 1, 2024, or as otherwise determined by the City Representatives 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 \$155,000,000, in order to refinance the Bonds to be Refunded and to finance the Costs of Acquisition and Construction of the New Projects (including interest coming due on a portion of the New Bonds), to fund deposits to the Series Debt Service Reserve Funds, if any, or otherwise satisfy the Series Reserve Fund Requirements, if any, applicable thereto as provided herein and to finance Costs of Issuance (including, for the avoidance of doubt, the payment, if any, of terminating the Swap), authorized to be issued hereunder.

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

“Outstanding Parity Bonds” shall mean, as of the date of this Sixteenth Supplemental Ordinance, the Bonds of 2009, the Bonds of 2016A, the Bonds of 2016B, the Bonds of 2018, the Bonds of 2019A, the Bonds of 2019B, the Bonds of 2019C, the Bonds of 2021A, the Bonds of 2021B and the Bonds of 2022.

“Paying Agent” shall mean the bank, trust company or other financial institution selected by the City Representatives to act as Paying Agent for the New Bonds.

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

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

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

“Registrar” shall mean the bank, trust company or other financial institution selected by the City Representatives to act as Registrar for the New Bonds.

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

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

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

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

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

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

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

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

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

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

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

“Underwriters” shall mean the firm or firms designated to serve as underwriter for the New Bonds, as selected by the City Representatives pursuant to Section 11 hereof.

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

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

Section 2. Certain Findings and Determinations.

The City hereby finds and determines:

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

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

(c) Subject to the following sentence, the Net Revenues pledged under the Ordinance are not encumbered by any lien and charge thereon or pledge thereof, other than (i) the lien and charge thereon and pledge thereof created by the General Bond Ordinance, the Fifth Supplemental Ordinance and the Seventh Supplemental Ordinance for the payment and security of the Bonds of 2009; (ii) the lien and charge thereon and pledge thereof created by the General Bond Ordinance and the Eleventh Supplemental Ordinance for the payment and security of the Bonds of 2016A and the Bonds of 2016B; (iii) the lien and charge thereon and pledge thereof created by the General Bond Ordinance and the Twelfth Supplemental Ordinance for the payment and security of the Bonds of 2018; (iv) the lien and charge thereon and pledge thereof created by the General Bond Ordinance and the Thirteenth Supplemental Ordinance for the payment and security of the Bonds of 2019A, the Bonds of 2019B and the Bonds of 2019C; (v) the lien and charge thereon and pledge thereof created by the General Bond Ordinance and the Fourteenth Supplemental Ordinance for the payment and security of the Bonds of 2021A and the Bonds of 2021B; (vi) the lien and charge thereon and pledge thereof created by the General Bond Ordinance and the Fifteenth Supplemental Ordinance for the payment and security of the Bonds of 2022 and (vii) the lien and charge thereon and pledge thereof created by the General Bond Ordinance and this Sixteenth Supplemental Ordinance for the payment and security of the New Bonds. The City has heretofore entered into (1) the Swap which is secured by a pledge of and lien and charge upon the Net Revenues of the System, which lien and charge is subordinate and inferior to the lien and charge thereof securing the Outstanding Parity Bonds and any other Bonds issued pursuant to the General Bond Ordinance on a

parity with the Outstanding Parity Bonds and (2) the 2009 Letter of Credit, the City's payment obligations under each of which are limited to Net Revenues of the System available "to meet any obligations of the City which are or which shall become charges, liens or encumbrances upon the Revenues of the System" as provided in Section 6.7 of the General Bond Ordinance.

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

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

(f) The estimated Costs of Acquisition and Construction of the New Projects (excluding Costs of Issuance and interest coming due on any New Bonds) are approximately \$49,000,000 to be financed in part with the proceeds of the New Bonds. The estimated cost of refunding the Bonds to be Refunded (excluding Costs of Issuance and, for the avoidance of doubt, the payment, if any, of terminating the Swap) is approximately \$81,600,000.

(g) Article III of the General Bond Ordinance provides that one or more Series of Bonds may be issued for such purposes as may be permitted by the Act upon compliance with certain provisions of the General Bond Ordinance for the purposes of paying the Costs of Acquisition and Construction of one or more Projects authorized to be financed under the Act. Further, Section 3.4(B) of the General Bond Ordinance provides that Bonds may be issued at any time for the purpose of refunding (including by purchase) other Bonds, including amounts to pay principal, redemption premium and interest to the date of redemption (or purchase) of the refunded Bonds and the Cost of Issuance. Bonds issued upon compliance with Section 3.2, Section 3.3 and Section 3.4 of the General Bond Ordinance shall be issued on a parity as to the Net Revenues of the System in all respects *inter sese*.

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

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

(j) The New Bonds are being issued hereunder in an aggregate principal amount of not exceeding \$155,000,000, for one or more of the following purposes: (1) to refinance the Bonds to be Refunded (the “Refunding”); (2) to improve and enlarge the System (i.e., the New Projects); (3) to pay interest coming due on the New Bonds; (4) to fund the Series Debt Service Reserve Fund (if any) in an amount equal to the Series Reserve Fund Requirement (if funded upon the initial delivery of the Bonds) through the deposit of cash, the purchase of a Surety Bond, the provision of a Letter of Credit or any combination thereof, and (5) to pay the Cost of Issuance of the New Bonds including costs and fees incurred in connection with termination of the Swap.

(k) It is necessary and in the best interest of the City to undertake the Refunding and/or the New Projects and to issue the New Bonds in the aggregate principal amount of not exceeding \$155,000,000 in accordance with the Ordinance, the Act, and this Sixteenth Supplemental Ordinance for the purposes and subject to the limitations set forth above, which New Bonds shall be issued on a parity with the Outstanding Parity Bonds.

Section 3. Authorization of New Bonds.

(a) There is hereby authorized to be issued one or more Series of Bonds designated “City of Columbia, South Carolina, Waterworks and Sewer System Revenue Bonds, Series (year) [including such further words, numbers or letters as may be necessary or desirable to identify individual series, purpose for issuance and taxable status, if applicable]” (collectively, the “New Bonds”), in the aggregate principal amount of not exceeding \$155,000,000. The proceeds of the New Bonds shall be used for one or more of the purposes set forth in Section 2(j) hereof.

The New Bonds shall mature on February 1 in each of the years (the “Principal Payment Dates”) and in the principal amounts, and bear interest at the rates per annum (calculated on the basis of a 360-day year composed of twelve 30-day months), as determined by the City Representatives pursuant to Section 11 hereof.

(b) Such of the New Bonds as the City Representatives 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 City Representatives 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 City Representatives 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 City Representatives 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 Sixteenth Supplemental Ordinance.

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

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

CITY OF COLUMBIA, SOUTH CAROLINA

By: _____
Clerk

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

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

The Initial Bonds will be issued in fully-registered form, as a single Bond representing the entire principal amount of each Series of the New Bonds or one New Bond for each of the maturities of each Series of the New Bonds, in the name of Cede & Co., as the nominee of the Depository. When any principal of, premium, if any, or interest on the Initial Bonds becomes due, the City shall transmit or cause the Paying Agent to transmit to the Depository an amount equal to such installment of principal, premium, if any, and interest. Such payments will be made to Cede & Co. or other nominee of the Depository as long as it is owner of record on the applicable Record Date. Cede & Co. or other nominee of the Depository shall be considered to be the owner of the Initial Bonds so registered for all purposes of this Sixteenth 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 Sixteenth 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 City Representatives 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 City Representatives 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 Sixteenth 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 constitutional provision (other than Article X, Section 14, Paragraph 10, of the South Carolina constitutional provision authorizing obligations payable solely from special sources not involving revenues from any tax or license) or statutory limitation.

Section 7. Establishment of Series Debt Service Fund.

In accordance with Section 6.5 of the General Bond Ordinance, the Series Debt Service Fund is hereby established on the date of the original delivery of the New Bonds and held by the City for the benefit of the Holders of the New Bonds; provided, however, that upon the issuance of one or more Series of New Bonds, separate funds or accounts may be established for the payment of debt service on such Series of New Bonds, with such additional numbers or letters to identify its relevance, but each such separate fund or account will be considered the "Series Debt Service Fund" with respect to the related Series of New Bonds. Notwithstanding the provisions of this Sixteenth Supplemental Ordinance, the City may elect to establish a capitalized interest account within the Series Debt Service Fund for the payment of interest coming due on the New Bonds as described in Section 6.5 of the General Bond Ordinance, into which account a portion of the proceeds of the New Bonds will be deposited and used as provided for in Sections 12 and 13 hereof; provided, that any amounts on deposit in such capitalized interest account may be transferred to the Series Construction Fund at the City's direction and used as provided for in Sections 12 and 13 hereof.

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

In accordance with Section 6.6 of the General Bond Ordinance, the City Representatives 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 General Bond 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 City Representatives pursuant to Section 11 hereof, be funded from the proceeds of the New Bonds on the date of delivery thereof or from System Revenues thereafter), with the purchase of a Surety Bond, the provision of a Letter of Credit or any combination of the foregoing, in each case for the benefit of the Holders of the New Bonds.

Section 9. Authorization to Effect Refunding; Redemption of the Bonds to be Refunded. The City Representatives are hereby authorized and directed for and on behalf of the City to take such actions, including but not limited to the execution by the Mayor and the City Manager, or either of them acting alone, of the Refunding Trust Agreement or other agreements, and give such directions as shall be necessary to carry out the provisions of this Sixteenth Supplemental Ordinance, including directions to the paying agent and/or registrar of the Bonds to be Refunded calling all or a portion of the Bonds to be Refunded for redemption on one or more dates. If executed, the Refunding Trust Agreement shall be dated the date of delivery of the related Series of the New Bonds to the initial purchaser thereof, and substantially in the form approved by the Mayor and the City Manager, or either of them acting alone, upon the advice of counsel to the City. The execution thereof shall be evidence of the approval of any such form of agreement.

Upon delivery of the New Bonds, a portion of the principal proceeds thereof, together with amounts (if any) deposited in the Debt Service Fund(s) with respect to the Bonds to be Refunded and other funds of the City (including moneys drawn on the 2009 Letter of Credit), shall be used to refinance the Bonds to be Refunded or, if applicable, be deposited with the Escrow Agent and held by it in the Refunding Trust Fund under the Refunding Trust Agreement. Subject to the terms of the Refunding Trust Agreement, it shall be the duty of the Escrow Agent to keep such proceeds invested and reinvested to the extent that it shall be practical in Government Obligations, if applicable, and to apply the principal and interest of the trust so established in the manner prescribed in such Refunding Trust Agreement and the General Bond Ordinance.

The City Representatives are hereby authorized to take such actions as may be necessary or desirable, upon the advice of counsel to the City, to secure the Government Obligations, if applicable, to be purchased under the Refunding Trust Agreement, including but not limited to the preparation and dissemination of bid specifications, subscription forms and the execution of directions to purchase such Government Obligations.

Section 10. Designation of Registrar and Paying Agent.

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

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

Mayor and the City Manager, or either of them acting alone, to execute the Bond Purchase Agreements, as so modified and amended, and deliver such executed Bond Purchase Agreements to the Underwriters, such person's execution and delivery of the Bond Purchase Agreements constituting conclusive evidence of his approval of the matters therein contained.

(c) The Council hereby ratifies and approves the form of Preliminary Official Statement relating to the New Bonds, in substantially the form attached hereto as Exhibit C, together with such amendments and modifications to the form thereof (the "Preliminary Official Statement") as the Mayor and the City Manager, or either of them acting alone, shall negotiate and approve. The Mayor and the City Manager, or either of them acting alone, is hereby authorized to "deem final" one or more Preliminary Official Statements related to the New Bonds for purposes of complying with the requirements set forth in Rule 15c2-12 of the Securities and Exchange Commission, promulgated under the Securities Exchange Act of 1934, as amended.

(d) The Council hereby authorizes one or more Final Official Statements of the City to be dated of even date with the execution and delivery of the applicable Bond Purchase Agreements 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 Sixteenth 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 Sixteenth Supplemental Ordinance shall be filed with the minutes of the meeting at which this Sixteenth Supplemental Ordinance was enacted.

(f) The Council hereby authorizes the City Representatives 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 Sixteenth Supplemental Ordinance as if fully set forth herein.

(j) With respect to the Swap, the City Representatives are authorized and empowered to take such actions and execute any agreements or other documents to terminate the Swap, if determined it to be in the City's best interest to do so, upon advice of counsel and the City's financial advisor.

Section 12. Disposition of Proceeds of New Bonds and Certain Other Moneys.

The proceeds derived from the sale of any Series of the New Bonds, net of the original issue discount or original discount premium or both, and any Underwriters' discount or fees payable to the purchasers thereof and the premium, if any, on the Surety Bonds, shall be deposited with the City and used for one or more of the following purposes:

(a) There shall be paid over to the paying agent for the Bonds to be Refunded or the Escrow Agent (as applicable), an amount which the City Representatives determine to be required, together with amounts (if any) transferred from the Debt Service Fund and/or Debt Service Reserve Fund for the Bonds to be Refunded and other moneys of the City (including moneys drawn on the 2009 Letter of Credit), to provide for the payment of principal of, redemption premium, if any, and interest on the Bonds to be Refunded upon the redemption thereof.

(b) If the City Representatives determine that a Series Debt Service Reserve Fund shall be established for a Series of New Bonds and the Series Reserve Fund Requirement

shall be funded with a portion of the proceeds of a Series of the New Bonds, there shall be deposited with the City for deposit into such Series Debt Service Reserve Fund an amount equal to the Series Reserve Fund Requirement.

(c) The remainder of the proceeds of any Series of the New Bonds shall be deposited into the Series Construction Fund established in Section 13 hereof (or, at the election of the City, a capitalized interest account established under the Series Debt Service Fund pursuant to Section 7 hereof) to pay Costs of Acquisition and Construction for the New Projects (including interest coming due on such Series of the New Bonds) and Costs of Issuance (including, for the avoidance of doubt, the payment, if any, of terminating the Swap) for such Series of New Bonds.

The respective amounts specified in this Section 12 shall be determined by the City upon delivery of any Series of the New Bonds.

Section 13. Series Construction Fund.

There is hereby created and established the Series Construction Fund, which fund shall be held by the Custodian; provided, however, that upon the issuance of one or more Series of New Bonds, separate funds or accounts may be established for such Series of New Bonds, with such additional numbers or letters to identify its relevance, but each such separate fund or account will be considered the "Series Construction Fund" with respect to the related Series of New Bonds. The Series Construction Fund established for a particular Series of New Bonds shall be accounted for as a single fund, however the moneys on deposit therein may be held by one or more banks or other financial institutions designated by the City. The moneys on deposit in the Series Construction Fund shall be used and applied to pay the Costs of Acquisition and Construction of the New Projects (including interest coming due on the New Bonds, subject to Section 7 hereof) and all Costs of Issuance (including, for the avoidance of doubt, the payment, if any of terminating the Swap) incidental to the issuance and sale of the New Bonds.

Moneys held for the credit of the Series Construction Fund shall be invested to the fullest extent practicable and reasonable, in Permitted Investments, maturing at such times and in such amounts as shall be required to provide moneys to make the payments required to be made from such Fund.

Withdrawals from the Series Construction Fund shall be made in the manner withdrawals from other funds of the City are made.

If after the payment in full of all costs of the New Projects and Costs of Issuance or after adequate provision has been made for such payment any moneys remain in the Series Construction Fund, such excess shall be paid into the related Series Debt Service Fund and shall be used only for the payment of the principal of and interest on the related Series of New Bonds or, in the alternative, to acquire Outstanding New Bonds at a price (exclusive of accrued interest) not exceeding the face amount thereof.

Section 14. Federal Tax Covenant.

The City hereby covenants and agrees with the Holders of the New Bonds issued as tax-exempt obligations for federal income tax purposes (the “Tax-Exempt Bonds”) that it will not take any action which will, or fail to take any action which failure will, cause interest on the Tax-Exempt Bonds to become includable in the gross income of the Holders for federal income tax purposes pursuant to the provisions of the Code and regulations promulgated thereunder in effect on the date of original issuance of the Tax-Exempt Bonds. The City further covenants and agrees with the Holders of the Tax-Exempt Bonds that no use of the proceeds of the Tax-Exempt Bonds shall be made which, if such use had been reasonably expected on the date of issue of the Tax-Exempt Bonds would have caused the Tax-Exempt Bonds to be “arbitrage bonds,” as defined in the Code; and to that end the City hereby shall:

- (a) comply with the applicable provisions of Sections 103 and Sections 141 through 150 of the Code and any regulations promulgated thereunder so long as any of the Tax-Exempt Bonds are Outstanding;
- (b) establish such funds, make such calculations and pay such amounts, if necessary, in the manner and at the times required in order to comply with the requirements of the Code relating to required rebate of certain amounts to the United States; and
- (c) make such reports of such information at the times and places required by the Code.

This Ordinance shall constitute the City’s declaration of official intent pursuant to Regulation §1.150-2 of the Code to reimburse the City from a portion of the proceeds of the Tax-Exempt Bonds or other tax-exempt bonds issued by the City for such purposes (the “Reimbursement Bonds”) for expenditures it anticipates incurring (the “Expenditures”) with respect to the New Projects prior to the issuance of the Reimbursement Bonds. The Expenditures which are reimbursed are limited to Expenditures which are: (1) properly chargeable to a capital account (or would be so chargeable with a proper election or with the application of the definition of placed in service under Regulation §1.150-2 of the Code) under general federal income tax principles; or (2) certain *de minimis* or preliminary expenditures satisfying the requirements of Regulation §1.150-2(f) of the Code. The source of funds for the Expenditures with respect to the acquisition of the New Projects will be the City’s water and sewer fund. To be eligible for reimbursement of the Expenditures, the reimbursement allocation must be made not later than 18 months after the later of (a) the date on which the Expenditures were paid; or (b) the date such project was placed in service, but in no event more than three (3) years after the original Expenditures.

Section 15. Continuing Disclosure.

- (a) The City hereby covenants and agrees that it will comply with and carry out all of the provisions of the Disclosure Dissemination Agent Agreement in the form attached hereto as Exhibit D (the “Continuing Disclosure Agreement”) with such changes as may be approved by the Mayor and the City Manager, or either of them acting alone, upon advice of counsel. Notwithstanding any other provision of the Ordinance or this Sixteenth 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 Sixteenth 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 Sixteenth Supplemental Ordinance. The Registrar and the Paying Agent shall have no responsibility to monitor the City's compliance with the Continuing Disclosure Agreement or the covenants included in paragraph (b) of this Section 15, and the City specifically reserves the right to amend or delete its covenants in the Continuing Disclosure Agreement or in paragraph (b) of this Section 15 to reflect any change in Section 11-1-85 of the Code of Laws of South Carolina 1976, as amended, or federal law, as applicable, without the consent of the Registrar and the Paying Agent or the Registered Holders of any New Bond.

Section 16. Modification of Ordinance.

The Holders of the Bonds of 2018, the Bonds of 2019A, the Bonds of 2019B, the Bonds of 2019C, the Bonds of 2021A, the Bonds of 2021B, the Bonds of 2022 and the New Bonds, by their acceptance thereof, have or are deemed to have consented to the amendments set forth in the Twelfth Supplemental Ordinance.

Section 17. Further Actions.

The Mayor, the City Manager, the Assistant City Manager for Finance and Economic Services, the City Clerk and the City Attorney are hereby authorized and directed to take any and all such further actions as shall be deemed necessary or desirable in order to effectuate issuance and sale of the New Bonds pursuant to the Bond Purchase Agreement, to elect to purchase the Surety Bonds and to carry out the intentions of this Sixteenth 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 Sixteenth 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, the Custodian and the Insurer (if any) may, by notice given to the other parties, designate any further or different addresses to which subsequent notices, certificates or other communications shall be sent.

Section 20. Repeal of Inconsistent Ordinances and Resolutions.

All ordinances and resolutions of the City, and any part of any ordinance or resolution, inconsistent with this Sixteenth Supplemental Ordinance are hereby repealed to the extent of such inconsistency.

Section 21. Effective Date.

This Sixteenth 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 _____, 2023.

CITY COUNCIL OF THE CITY OF COLUMBIA,
SOUTH CAROLINA

By: _____
Mayor

(SEAL)

ATTEST:

Clerk

Date of First Reading: _____
Date of Second Reading: _____

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 [REFUNDING] REVENUE BOND
[TAXABLE] SERIES (YEAR)

REGISTERED

No. R- _____

Original
Issue Date

Maturity
Date

Interest
Rate

CUSIP

_____ 1, 2023

(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 [refinancing the Bonds to be Refunded (as defined in the hereinafter defined Sixteenth Supplemental Ordinance), and] financing certain improvements, enlargements and extensions to the City's Water and Sewer System (the "System"), [interest coming due on this Bond and the series of Bonds of which it is one and] and Costs of Issuance (as defined in the Bond Ordinance), including, for the avoidance of doubt, the payment, if any, of terminating the Swap. This Bond and the series of Bonds of which it is one are authorized to be issued and are issued under, pursuant to and in full compliance with the Constitution and statutes of the State of South Carolina (the "State"), including particularly Article X, Section 14(10) of the South Carolina Constitution and Title 6, Chapter 17 of the Code of Laws of South Carolina 1976, as amended (collectively the "Act"). This Bond and the series of Bonds of which it is one are also authorized to be issued and are issued under and pursuant to General Bond Ordinance No. 93-43 of the City Council of the City (the "Council") enacted on May 21, 1993, as amended (as so amended, the "General Bond Ordinance"), and as supplemented

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by the Sixteenth Supplemental Ordinance No. 2023-____ of the Council enacted on _____, 2023 (the “Sixteenth 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 hereon and 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 2016A, the Bonds of 2016B, the Bonds of 2018, the Bonds of 2019A, the Bonds of 2019B, the Bonds of 2019C, the Bonds of 2021A, the Bonds of 2021B, the Bonds of 2022 (as such terms are defined in the Sixteenth Supplemental Ordinance) and any Series of Bonds (as defined in the General Bond Ordinance) which are presently [or shall remain] Outstanding (as defined in the General Bond Ordinance) [after the issuance of this Bonds and the series of Bonds of which it is one] or which may be hereafter issued under the General Bond Ordinance payable from such Net Revenues on a parity and equally and ratably secured therewith.

This Bond and the series of Bonds of which it is one maturing on or prior to February 1, _____, shall not be subject to redemption prior to their stated maturities. This Bond and the series of Bonds of which it is one maturing on or after February 1, _____, shall be subject to redemption prior to maturity, at the option of the City, on and after February 1, _____, in whole or in part at any time in such order of their maturities as the City shall determine and by lot within a maturity, at the

redemption prices with respect to each Bond, expressed as a percentage of the principal amount to be redeemed, as set forth below, together, in each such case, with the interest accrued on such principal amount to the date fixed for redemption:

<u>Period During Which</u> <u>Redeemed (both dates inclusive)</u>	<u>Redemption</u> <u>Prices</u>
--	------------------------------------

If less than all the Bonds of the series of which this Bond is one of any maturity are called for redemption, the Bonds of such maturity to be redeemed shall be selected by lot by the Registrar. In the event this Bond is redeemable, as aforesaid, and shall be called for redemption, notice of the redemption hereof, describing this Bond and specifying the redemption date and the premium payable upon such redemption, shall be given by the Registrar by first class mail, postage prepaid, to the registered owner thereof not less than thirty (30) days and not more than sixty (60) days prior to the redemption date at the last address appearing upon the registration books of the City. If this Bond be redeemable and shall have been duly called for redemption and notice of the redemption hereof mailed as aforesaid, and if on or before the date fixed for such redemption, payment hereof shall be duly made or provided for, interest hereon shall cease to accrue from and after the redemption date hereof.

The Bonds of the series of which this Bond is one maturing in the year ____ shall be retired by sinking fund installments which shall be accumulated in the Series Debt Service Fund (as defined in the Sixteenth Supplemental Ordinance) in amounts sufficient to redeem on February 1 of each year, at a redemption price equal to the principal amount of the Bond or Bonds to be redeemed, together with interest accrued thereon to the date fixed for redemption, the principal amount of such Bonds specified for each of the years shown below:

<u>Year</u>	<u>Principal Amount</u>
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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

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the principal amount thereof, to the obligation of the City on those respective mandatory redemption obligations in chronological order or in such order as may be directed by the City, and the principal amount of the Bonds to be redeemed by operation of the mandatory redemption requirement shall be accordingly reduced.

This Bond is transferable, as provided in the Bond Ordinance, only upon the books of the City kept for that purpose at the principal office of the Registrar by the registered owner in person or by his duly authorized attorney upon surrender of this Bond together with a written instrument of transfer satisfactory to the Registrar duly executed by the registered owner or his duly authorized attorney. Thereupon a new fully registered Bond or Bonds of the same aggregate principal amount, rate of interest and maturity shall be issued to the transferee in exchange therefor as provided in the Bond Ordinance. The City, the Registrar and the Paying Agent may deem and treat the person in whose name this Bond is registered as the absolute owner hereof for the purpose of receiving payment of or on account of the principal or redemption premium, if any, hereof and interest due hereon and for all other purposes.

To the extent and in the manner permitted by the terms of the Bond Ordinance, the provisions of this Bond or of the Bond Ordinance, or any ordinance amendatory thereof or supplemental thereto, may be amended or modified by the City with the written consent of the holders of at least sixty-six and two-thirds percent (66-2/3%) in principal amount of the Bonds of the series of which this Bond is one then outstanding under the Bond Ordinance (including the Bonds of the series of which this Bond is one); provided, that no such amendment or modification shall permit a change in the date of maturity of any installment of principal hereof or date of optional or mandatory redemption of any Bond or the date of payment of interest thereon or a reduction in the principal amount or redemption price thereof or rate of interest thereon without the consent of the holder of each such Bond affected thereby, or shall reduce the percentage of the principal amount of Bonds, the consent of the holders of which is required by the Bond Ordinance to effect such an amendment or modification.

Under the laws of the State, this Bond and the interest hereon are exempt from all State, county, municipal, school district and all other taxes or assessments, except estate or other transfer taxes, direct or indirect, general or special, whether imposed for the purpose of general revenue or otherwise.

It is hereby certified, recited and declared that all acts, conditions and things required by the Constitution and statutes of the State to exist, to happen and to be performed precedent to and in the issuance of this Bond, do exist, have happened and have been performed in due time, form and manner as required by law; that the series of which this Bond is a part does not exceed any constitutional or statutory limitation of indebtedness; and that provision has been made for the payment of the principal of and interest on this Bond and the series of which it is a part, as provided in the Bond Ordinance.

IN WITNESS WHEREOF, the City of Columbia, South Carolina, has caused this Bond to be executed in its name by the manual/facsimile signature of the Mayor of the City and attested by the manual/facsimile signature of the Clerk of the City under the seal of the City impressed, imprinted or reproduced hereon.

CITY OF COLUMBIA, SOUTH CAROLINA

By: _____
Mayor

(SEAL)

ATTEST:

Clerk

(FORM OF REGISTRAR'S CERTIFICATE OF AUTHENTICATION)

This Bond is one of the Bonds described in the within-mentioned Bond Ordinance of City of Columbia, South Carolina.

_____,
Registrar

Dated: _____

By: _____
Authorized Officer

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(FORM OF ASSIGNMENT)

FOR VALUE RECEIVED, the undersigned sells, assigns and transfers unto

(Name and Address of Transferee)

the within Bond and does hereby irrevocably constitute and appoint _____ attorney to transfer the within Bond on the books kept for registration thereof, with full power of substitution in the premises.

Dated: _____

Signature Guaranteed

(Authorized Officer)

Notice: Signature must be guaranteed by an institution which is a participant in the Securities Transfer Agents Medallion Program ("STAMP") or similar program.

Notice: The signature to the assignment must correspond with the name of the registered holder as it appears upon the face of the within Bond in every particular, without alteration or enlargement or any change whatever.

The following abbreviations, when used in the inscription on the face of this Bond, shall be construed as though they were written out in full according to applicable laws or regulations.

TEN COM - as tenants in common

UNIF GIFT MIN ACT -

TEN ENT - as tenants by the
entireties

Custodian _____
(Cust) (Minor)
under Uniform Gifts to
Minors Act _____
(State)

JT TEN - as joint tenants with
right of survivorship
and not as tenants in common

Additional abbreviations may also be used though not in above list.

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CERTIFICATE

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

CITY OF COLUMBIA, SOUTH CAROLINA

By: _____
Clerk

LEGAL DEPARTMENT DRAFT

SCHEDULE A

\$ _____
City of Columbia, South Carolina
Waterworks and Sewer System [Refunding] Revenue Bonds,
[Taxable] Series (year)

Maturity (February 1)	Principal <u>Amount</u>	Interest <u>Rate</u>	CUSIP <u>Number</u>
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LEGAL DEPARTMENT DRAFT

EXHIBIT B

FORM OF BOND PURCHASE AGREEMENT

PURCHASE CONTRACT

\$[Bond Amount] CITY OF COLUMBIA, SOUTH CAROLINA WATERWORKS AND SEWER SYSTEM [REFUNDING] REVENUE BONDS SERIES 2023

[Pricing Date], 2023

The Honorable Mayor and Members of City Council
 City of Columbia
 1737 Main Street
 Columbia, South Carolina 29201

The undersigned, _____ and _____, on behalf of themselves and as representatives of _____, as Underwriters (collectively, “**Underwriter**”), offers to enter into this Purchase Contract (“**Purchase Contract**”) with the City of Columbia, South Carolina (“**City**”), which, upon the acceptance of this offer and the execution of this Purchase Contract by the City, shall be in full force and effect in accordance with its terms and shall be binding upon the City and the Underwriter. This offer is made subject to your acceptance of this Purchase Contract on or before 3:00 p.m. local (City of Columbia) time, on [Pricing Date], 2023, and, if not so accepted, will be subject to withdrawal by the Underwriter upon notice delivered to your office at any time prior to the acceptance hereof by you. All terms used herein and not otherwise defined herein shall have the meanings ascribed to them in the Preliminary Official Statement (defined below) or the Ordinance (defined below).

1. **Offer and Sale of Bonds.** Upon the terms and conditions and upon the basis of the representations and warranties hereinafter set forth, the Underwriter hereby agrees to purchase from the City aggregate principal amount \$[Bond Amount] City’s Waterworks and Sewer System Revenue Bonds, Series 2023 (“**Bonds**”), and the City hereby agrees to sell to the Underwriter all (but not less than all) of the Bonds.

The purchase price for the Bonds shall be \$[] (representing the par amount of the Bonds less an Underwriter’s discount of \$[], [plus] [minus] aggregate net original issue [premium] [discount] of \$[]). The Underwriter may change the offering prices of the Bonds at any time and from time to time.

2. **Authorization and Purpose.** The Bonds shall be authorized and issued pursuant to the following: (i) Title 6, Chapter 17 of the Code of Laws of South Carolina 1976, as amended (“**Enabling Act**”); (ii) the General Bond Ordinance No. 93-43 enacted by the City Council of the City (“City Council”) on May 21, 1993 (“**Bond Ordinance**”), as amended and supplemented, including as amended and supplemented by the Sixteenth Supplemental Ordinance No. 2023-____, enacted by the City Council on [Ordinance Date], 2023 (together with “**Bond Ordinance**,” as so amended and supplemented, “**Ordinance**”).

Proceeds of the Bonds will be used to (i) fund the improvements, extensions and enlargements to the Waterworks and Sewer System of the City (“**System**”), (ii) refund the [list Bonds to be Refunded], (iii) pay interest coming due on a portion of the Bonds, and (iv) pay the costs incurred in connection with the issuance of the Bonds including costs and fees incurred in connection with termination of the Swap. The Bonds shall mature on such dates and in such principal amounts, shall bear interest at such rates,

shall be reoffered at the prices and yields and shall be subject to optional redemption, all as set forth in Exhibit A attached hereto and made a part hereof. The Depository Trust Company (“**DTC**”) shall act as securities depository for the Bonds, which shall be issued in book-entry form.

The Bonds, including the interest thereon, are payable solely from the Net Revenues of the Waterworks and the System and are secured by a pledge of and lien on the Net Revenues thereof. There will be no debt service reserve fund established for or funded with the proceeds of the Bonds.

3. **Official Statement.** The City has previously provided to the Underwriter copies of the Preliminary Official Statement with respect to the Bonds, dated [], 2023 (“**Preliminary Official Statement**”). As of its date, the Preliminary Official Statement has been “deemed final” by the City for purposes of Rule 15c2-12(b)(1) (“**Rule**”) under the Securities Exchange Act of 1934, as amended (“**1934 Act**”) except for the offering prices, interest rates, selling commissions, principal amount per maturity, optional and mandatory redemption provisions, sources and uses of funds and delivery dates of the Bonds. Within seven business days of the date hereof and, in any event, in sufficient time to accompany confirmations requesting payment from customers, the City agrees to supply to the Underwriter a final Official Statement executed by the City (“**Official Statement**”) and in a sufficient quantity to comply with Rule and the rules of the Municipal Securities Rulemaking Board (“MSRB”) and to ensure a copy of the Official Statement is placed on <http://emma.msrb.org/> in such a way as to assist the Underwriter in complying with MSRB Rule G-32. The City hereby consents to and ratifies the use by the Underwriter of the Preliminary Official Statement and the Official Statement in connection with the public offering of the Bonds.

4. **Offering.** The Underwriter intends to make an initial bona fide public offering of all the Bonds at not in excess of the public offering price or prices (nor lower than the yield or yields) set forth in Exhibit A hereto and may subsequently change such offering price or prices (or yield or yields) without any requirement of prior notice to the City. The Underwriter may offer and sell Bonds to certain dealers (including dealers depositing Bonds into investment trusts) and others, as stated in Paragraph 1 above, at prices lower than the public offering price or prices stated.

5. **Representations and Warranties of the City.** The City hereby represents and warrants to the Underwriter that:

(a) The City is a municipal corporation existing under the laws of the State of South Carolina.

(b) The City is authorized by the laws of the State of South Carolina, including particularly the Enabling Act, to enact the Ordinance, to issue the Bonds, to enter into this Purchase Contract and to secure the Bonds in the manner contemplated by the Ordinance.

(c) The City has full power and authority to consummate the transactions contemplated by this Purchase Contract, the Bonds, the Ordinance, the Official Statement and as otherwise set forth herein.

(d) The Official Statement, as of its date, will be a final official statement as such term is defined in the Rule.

(e) The City has duly approved and authorized the distribution and use of the Preliminary Official Statement and the execution, delivery and distribution of the Official Statement; the City has delivered the Preliminary Official Statement to the Underwriter, and, as of its date, the City deemed the

Preliminary Official Statement to be final for the purpose of the Rule except for the offering prices, interest rates, selling commissions, aggregate principal amounts, principal amount per maturity, optional and mandatory redemption provisions, sources and uses of funds and delivery dates of the Bonds; the City has reviewed the Preliminary Official Statement and, except for the offering prices, interest rates, selling commissions, principal amount per maturity, optional and mandatory redemption provisions, sources and uses of funds, delivery date of the Bonds, and the information relating to DTC and its affiliates and the book-entry only system of registration and transfer and related information in Appendix F, the over-allotment or stabilizing language on the inside front cover and the information relating to or provided by the Underwriter under the caption “UNDERWRITING” (collectively, “**Excluded Information**”), nothing has come to the City’s attention that would cause the City to believe the information contained in the Preliminary Official Statement is not true and correct in all material respects or contains any untrue statement of a material fact or omits to state a material fact necessary in order to make the statements made in the Preliminary Official Statement, in light of the circumstances under which they were made, misleading; and as of its date and the Closing Date, the information to be contained in the Official Statement, except for the Excluded Information, will be true and correct in all material respects and will not contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements made in the Official Statement, in light of the circumstances under which they are to be made, misleading.

(f) The City has duly enacted the Ordinance and duly authorized all necessary action to be taken by it for: (i) the issuance and sale of the Bonds upon the terms set forth herein, in the Ordinance and in the Official Statement; (ii) the approval of the Official Statement and the execution of the Official Statement by a duly authorized official; (iii) the application of the proceeds of the Bonds for the purposes described in the Official Statement; and (iv) the execution, delivery and receipt of this Purchase Contract, the Bonds and any and all such other agreements and documents as may be required to be executed, delivered, and received by the City in order to carry out, give effect to, and consummate the transactions contemplated hereby and by the Official Statement.

(g) The Bonds, when issued, delivered and paid for as herein and in the Ordinance provided, will have been duly authorized, executed, issued and delivered and will constitute limited obligations of the City entitled to the benefits and security of the Ordinance. The Bonds and the interest thereon do not constitute an indebtedness of the City within the meaning of any provision, limitation or restriction of the South Carolina Constitution (other than Article X, Section 14, Paragraph 10 of the South Carolina Constitution authorizing indebtedness payable solely from a revenue-producing project not involving revenues from any tax or license) or the laws of the State of South Carolina and are payable by the City solely from the Net Revenues of the System.

(h) The City, immediately after the Closing, will apply the proceeds from the sale of the Bonds as described in the Ordinance and the Preliminary Official Statement, and as more fully described in the certificates delivered at the Closing. The City will not knowingly take or omit to take any action, which action or omission will, in any way, cause the proceeds from the sale of the Bonds to be applied in a manner other than as provided in the Ordinance or would cause the interest on the Bonds to be includable in gross income for federal income tax purposes.

(i) Except as stated in the Preliminary Official Statement or the Official Statement, there is no action, suit, hearing, proceeding, inquiry or investigation at law or in equity or before or by any court, public board, agency or body pending or, to the best of the City’s knowledge, threatened in writing against or directly affecting the City contesting the due organization and valid existence of the City or wherein an unfavorable decision, ruling or finding would, in any way, adversely affect (i) the transactions contemplated hereby or by the Official Statement or the validity or due enactment of the

Ordinance or the validity, due authorization and execution of the Bonds, this Purchase Contract or any agreement or instrument related to the Bonds or the System to which the City is a party and which is used or contemplated hereby or by the Official Statement, (ii) the federal tax-exempt status of the interest on the Bonds, (iii) the exemption of interest on the Bonds from taxation in South Carolina as described in Paragraph 5(j) below, (iv) the organization, existence or powers of the City or the title of the Mayor or any of the members of the City Council or any officers of the City, or (v) the business, properties or assets or the condition, financial or otherwise, of the City.

(j) The execution and delivery by the City of the Official Statement, this Purchase Contract and the other documents related to the Bonds or the System contemplated hereby and by the Official Statement, and the enactment of the Ordinance and compliance with the provisions thereof do not and will not conflict with or constitute on the part of the City a breach of or a default under any existing law, court or administrative regulation, decree, order or any agreement, indenture, mortgage or lease by which it is or, on the date of Closing, will be bound, and this Purchase Contract constitutes a legally binding obligation of the City enforceable in accordance with its terms, except as enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting creditors' rights generally and by equitable principles, whether considered at law or in equity.

(k) There is no legislation enacted or, to the best of the City's knowledge, pending, the effect of which would be to remove the exemption of the interest on the Bonds from any taxation under the laws of South Carolina, except inheritance or other transfer taxes and certain franchise taxes.

(l) The City has not been notified of any listing or proposed listing of disqualification by the Internal Revenue Service to the effect that the City is a bond issuer that may not certify its bonds.

(m) If, between the date of this Purchase Contract and the End of the Underwriting Period (hereinafter defined), any event shall occur to the knowledge of the undersigned which could reasonably cause or would cause the Official Statement, as then supplemented or amended, to contain any untrue statement of a material fact or to omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading (other than the Excluded Information), the City shall notify the Underwriter thereof, and, if in the opinion of the Underwriter such event requires the preparation and publication of a supplement or amendment to the Official Statement, the City will at its own expense forthwith prepare and furnish to the Underwriter (1) a sufficient number of copies of an amendment of or supplement to the Official Statement (in form and substance satisfactory to the Underwriter) which will supplement or amend the Official Statement so that it will not contain an untrue statement of a material fact or omit to state a material fact necessary in order to make the statements therein, in light of the circumstances existing at such time, not misleading, and (2) if such notification shall be subsequent to the Closing, such legal opinion, certification, instruments and other documents as the Underwriter may reasonably deem necessary to evidence the truth and accuracy of such supplement or amendment to the Official Statement.

For purposes of this Purchase Contract: the "End of the Underwriting Period" shall mean the later of (1) the close of business on the 25th calendar day (unless that day is a Saturday, Sunday, or banking holiday, in which case, it shall be close of business on the next business day) following the Closing Date, unless the City has been notified in writing by the Underwriter on or prior to the Closing Date that the "End of the Underwriting Period" (for purposes of the Rule) will not occur on the Closing Date and (2) the date on which notice is given to the City by the Underwriter in accordance with the following sentence. In the event that the Underwriter has given notice to the City pursuant to clause (1) that the "End of the Underwriting Period" (for purposes of the Rule) will not occur on the Closing Date,

the Underwriter agrees to notify the City in writing as soon as practicable of the “End of the Underwriting Period” (for purposes of the Rule).

(m) Between the time of the City’s acceptance hereof and the Closing, the City will not have executed or issued any bonds or notes or incurred any other obligations for borrowed money, in each case, which are payable from, or secured by a pledge of, the Net Revenues of the System on a parity with the pledge thereof securing the Bonds, and there will not have been any adverse change of a material nature in the financial position, method of operation, or personnel of the System.

(n) Except as otherwise disclosed in the Preliminary Official Statement, the City is in material compliance with the City’s undertakings, as provided under the Rule.

6. **Closing.** At 10:00 a.m., local (City of Columbia) time, on [Closing Date], 2023, or at such other time or such other date as shall have been agreed upon by the City and Underwriter, the City will deliver, or cause to be delivered, to the Underwriter the Bonds, in fully registered form, together with the other documents hereinafter mentioned; and the Underwriter will accept such delivery and pay the purchase price of the Bonds to the City in Federal or other immediately available funds. Time shall be of the essence, and delivery at the time and place specified pursuant to this Purchase Contract is a further condition to the obligations of the Underwriter hereunder.

Payment and delivery of the Bonds as aforesaid shall be made at the offices of the City, or at such other place as the City and the Underwriter agree upon, provided, however, that the Bonds will be physically delivered to DTC in New York, New York, or pursuant to arrangements with DTC, to Regions Bank, as registrar (“**Registrar**”) under the terms of a “FAST” closing. Such payment and delivery is herein called the “Closing.” The Bonds will be delivered as fully registered Bonds in book-entry form, in the form of one certificate per maturity and registered in the name of “Cede & Co.” At the direction of the City, the Registrar shall release or authorize the release of the Bonds at the Closing to the Underwriter upon receipt of payment for the Bonds as aforesaid. In addition, the City and the Underwriter agree that there shall be a preliminary closing on _____, 2023, or on such other date agreed upon by the City and the Underwriter.

7. **Closing Conditions.** The Underwriter’s obligation to purchase the Bonds at the Closing is subject to the following conditions which must be performed in a timely fashion as set forth herein: (i) the performance by the City of its obligations to be performed hereunder and (ii) the following conditions, including the delivery by the City of such documents as are enumerated herein in form and substance reasonably satisfactory to the Underwriter:

(a) At the time of Closing, (i) the Official Statement shall not have been amended, modified or supplemented except as may be agreed to by the Underwriter, and the Ordinance shall be in full force and effect and shall not have been amended, modified or supplemented except as may have been agreed to in writing by the Underwriter, (ii) the proceeds of the sale of the Bonds shall be applied as described in the Official Statement, (iii) all official action of the City related to the Bonds shall be in full force and effect and shall not have been amended, modified or supplemented except as may have been agreed to in writing by the Underwriter, and (iv) the City shall have duly enacted and there shall be in full force and effect such proceedings as, in the opinion of Burr & Forman LLP and Johnson, Toal & Battiste, P.A., as co-bond counsel (“**Bond Counsel**”), shall be necessary in connection with the transactions contemplated hereby.

(b) The Underwriter shall have the right to cancel its obligation to purchase the Bonds (and such cancellation shall not constitute a default hereunder by the Underwriter) if between the date hereof and the Closing:

(i) legislation shall be enacted or be actively considered for enactment by the Congress, or recommended to the Congress for passage by the President of the United States, or favorably reported for passage to either House of the Congress by a committee of such House to which such legislation has been referred for consideration, a decision by a court of the United States or the United States Tax Court shall be rendered, or a ruling, regulation or official statement by or on behalf of the Treasury Department of the United States, the IRS or other governmental agency shall be made or proposed to be made with respect to federal taxation upon revenues or other income of the general character to be derived by the City or by any similar body, or upon interest on obligations of the general character of the Bonds, or other action or events shall have transpired that have the purpose or effect, directly or indirectly, of changing the federal income tax consequences of any of the transactions contemplated in connection herewith, that, in the opinion of the Underwriter, materially and adversely affects the market price of the Bonds or the market price generally of obligations of the general character of the Bonds;

(ii) any legislation, ordinance or regulation shall be enacted or be actively considered for enactment by any governmental body, department or agency of the State, or a decision by any court of competent jurisdiction within the State shall be rendered that, in the opinion of the Underwriter, materially and adversely affects the market price of the Bonds;

(iii) any action shall have been taken by the 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, Inc.; or

(xii) there shall have occurred any event other than those listed above, the effect of which is, in the reasonable and exclusive judgment of the Underwriter, material and adverse to make it impractical or inadvisable to proceed with the offering of the Bonds on the terms and in the manner contemplated by the Official Statement.

(c) At the time of Closing, the City shall have duly adopted all proceedings required by the Enabling Act and all other applicable laws and regulations, State or federal, necessary to enable Bond Counsel to deliver an unqualified opinion with respect to due authorization, execution and delivery of the Bonds.

(d) The Underwriter shall have received, within a sufficient time period for such Official Statements to accompany confirmations delivered by the Underwriter to potential investors in accordance with the Rules of the MSRB but in no event later than seven business days following the date hereof, a quantity of Official Statements adequate to enable the Underwriter to meet the continuing obligations imposed on it by the Rule.

(e) At or prior to the Closing, the Underwriter shall receive one executed original of the following documents, unless otherwise indicated:

(i)(A) the unqualified approving opinions of Co-Bond Counsel each dated the date of Closing, addressed to the City in substantially the forms of Appendix “D” of the Official Statement, and (B) supplemental opinions of Bond Counsel, each dated the date of Closing and addressed to the Underwriter, in substantially the forms set forth in Exhibit B attached hereto;

(ii) a certificate of the City, dated the date of Closing signed by an official of the City, in substantially the form attached hereto as Exhibit C;

(iii) a specimen of the Bonds;

(iv) an opinion of Teresa A. Knox, Esquire, City Attorney, addressed to the City and the Underwriter, dated the date of Closing in substantially the form attached hereto as Exhibit D;

(v) evidence satisfactory to the Underwriter that the Bonds have been rated “[Aa1]” by Moody’s Investors Service, Inc. (“Moody’s”) and “[AA+]” by S&P Global Ratings (“S&P”);

(vi) a certified copy of the Ordinance;

(vii) a copy of the Official Statement executed on behalf of the City by a duly authorized official of the City;

(viii) an executed copy of the Disclosure Dissemination Agent Agreement dated the date of Closing, between the City and Digital Assurance Certification, L.L.C.;

(ix) the opinions of Parker Poe Adams & Bernstein LLP and the Starkes Law Firm, LLC, Co-Counsel to the Underwriter, addressed to the Underwriter and dated the date of Closing in substantially the forms attached hereto as Exhibit E; 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 Bond Counsel may reasonably request to evidence (A) compliance by the City with legal requirements, (B) the truth and accuracy, as of the time of Closing, of the respective representations of the City contained herein and (C) the due performance or satisfaction by the City at or prior to such time, of all agreements then to be performed and of all conditions then to be satisfied by the City.

If the City shall be unable to satisfy the conditions or the obligations contained in this Purchase Contract, or if the obligation of the Underwriter to purchase and accept delivery of the Bonds shall be terminated for any reason permitted by this Purchase Contract or, at the election of the City, if the Closing shall not occur by the end of business on [Closing Date], 2023, or such alternative date as the parties may mutually establish, this Purchase Contract shall terminate and neither the Underwriter nor the City shall be under further obligation hereunder; except that the respective obligations to pay expenses to the extent applicable, as provided in Paragraph 13 hereof, shall continue in full force and effect.

The delivery of any certificate that is required to be delivered in accordance with this Purchase Contract shall be deemed to have been made if the terms of that certificate are included to the satisfaction of the Underwriter within any one certificate or any number of other certificates delivered or caused to be delivered by the party responsible for delivery.

8. ***Issue Price Certificate.*** At the Closing, contemporaneously with the receipt of the Bonds, the Underwriter will deliver to the City a receipt therefor and a certificate as to issue price of the Bonds confirming their reasonable expectations regarding the representations set forth in Paragraph number 4 hereof and as to such other matters reasonable required in order to enable Burr & Forman LLP, as Bond Counsel, to render an opinion as to the exclusion from gross income for federal income tax purposes of interest on the Bonds.

9. ***Opinions of Bond Counsel.*** The City will furnish to the Underwriter a reasonable supply of copies of the opinions of Bond Counsel to accompany delivery of the Bonds.

10. ***Annual Audits.*** The City agrees to furnish to the Underwriter, upon reasonable request during the life of the outstanding Bonds, a copy of each annual audit report for the System issued by the City from time to time.

11. ***Mutual Performance.*** The obligations of the City hereunder are subject to the performance by the Underwriter of its obligations hereunder.

12. ***Survival of City's Representations, Warranties and Agreements.*** All representations, warranties and agreements of the City hereunder shall remain operative and in full force and effect, regardless of any investigations made by or on behalf of the Underwriter and shall survive delivery and payment of the Bonds.

13. ***Payment of Expenses.*** If the Bonds are sold to the Underwriter by the City, the City shall pay, out of the proceeds of the Bonds, any expenses incident to the performance of its obligations hereunder including but not limited to: (a) the costs of the preparation of the Preliminary Official Statement and Official Statement for the Bonds, including the costs of all proofs and production of final proof, together with the number of copies which the Underwriter deems reasonable and the costs of delivery of the Preliminary Official Statement and Official Statement; (b) the cost of the preparation, printing and delivery of the Bonds in fully-registered form; (c) the fees and disbursements of Bond Counsel, Co-Counsel to the Underwriter and any other experts or consultants retained by the City, including the City's Attorney, financial advisor, independent engineers, accountants, consultants and the charges of Moody's and S&P; and (d) fees and costs of the Registrar/Paying Agent and Escrow Agent.

The Underwriter shall pay (a) all advertising expenses in connection with the public offering of the Bonds; (b) all expenses incurred by it in connection with its public offering and distribution of the Bonds, including, but not limited to, the fees and disbursements of any counsel retained by them (other than fees and disbursements of Co-Counsel to the Underwriter described in paragraph 13); and (c) the cost of preparing and printing the blue sky and legal investment memoranda and the disbursements for filing fees in connection with the aforesaid blue sky and legal investment memoranda.

14. ***Covenants of the City.*** The City agrees:

(a) To deliver promptly to the Underwriter such number of conformed copies of the Official Statement (and any amended or supplemented Official Statement) and the Ordinance as the Underwriter may reasonably request;

(b) Not to supplement or amend, or cause to be supplemented or amended, the Official Statement or the Ordinance from the date of this Purchase Contract through the End of the Underwriting Period, without the prior written consent of the Underwriter;

(c) Through the End of the Underwriting Period, to prepare any amendment or supplement to the Official Statement that may, in the judgment of the City or the Underwriter, be required so that the Official Statement as amended or supplemented will not contain any untrue statement of a material fact or omit to state any material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading;

(d) To advise the Underwriter immediately of receipt by the City of any notification with respect to the suspension of the qualification of the Bonds for sale in any jurisdiction or the initiation or threat of any proceeding for that purpose;

(e) To cooperate with the Underwriter including furnishing such information, executing such instruments and taking such other action in cooperation with the Underwriter as may be required to qualify the Bonds for offering and sale under the “blue sky” or other laws of such jurisdictions as the Underwriter may designate; provided that in connection with such qualification the City shall not be obligated to take any action that would subject it to the general service of process in any state where it is not now subject;

(f) Not to take or omit to take any action, which action or omission will adversely affect the exemption from federal income taxation of interest on the Bonds under the Internal Revenue Code of 1986, as amended; and

(g) Not to take or omit to take any action which action or omission will in any way cause the proceeds of the Bonds to be applied in a manner contrary to that described in the Ordinance or the Official Statement.

15. **Notices.** Any notice or other communication to be given to the City under this Purchase Contract may be given by delivering the same in writing at its address set forth above, and any notice or other communication to be given to the Underwriter under this Purchase Contract may be given by delivering the same in writing to _____, _____, _____, _____, _____, _____, Attention: _____.

16. **Establishment of Issue Price.** The Underwriter agrees to assist the City in establishing the issue price of the Bonds and shall execute and deliver to the City at Closing an “issue price” or similar certificate, together with the supporting pricing wires or equivalent communications, substantially in the form attached as Exhibit F, with modifications as may be appropriate or necessary, in the reasonable judgment of the Underwriter, the City and Burr & Forman LLP, as Bond Counsel, to accurately reflect, as applicable, the sales price or prices or the initial offering price or prices to the public of the Bonds.

The City will treat the first price at which 10% of each maturity of the Bonds (“10% test”) is sold, on the sale date, to the public as the issue price of that maturity (if different interest rates apply within a maturity, each separate CUSIP number within that maturity will be subject to the 10% test). At or promptly after the execution of this Purchase Contract, the Underwriter shall report to the City the price or prices at which the Underwriter has sold, on the sale date, to the public each maturity of Bonds. If at that time the 10% test has not been satisfied as to any maturity of the Bonds, the Underwriter agrees to promptly report to the City the prices at which Bonds of that maturity have been sold by the

Underwriter to the public. That reporting obligation shall continue, whether or not the Closing has occurred, until the 10% test has been satisfied as to the Bonds of that maturity or until all Bonds of that maturity have been sold to the public.

The Underwriter acknowledges that sales of any Bonds to any person that is a related party to an underwriter shall not constitute sales to the public for purposes of this section. Further, for purposes of this section:

(i) “public” means any person other than an underwriter or a related party,

(ii) “underwriter” means (A) any person that agrees pursuant to a written contract with the City (or with the Underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the public and (B) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (A) to participate in the initial sale of the Bonds to the public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Bonds to the public),

(iii) a purchaser of any of the Bonds is a “related party” to an underwriter if the underwriter and the purchaser are subject, directly or indirectly, to (i) at least 50% common ownership of the voting power or the total value of their stock, if both entities are corporations (including direct ownership by one corporation of another), (ii) more than 50% common ownership of their capital interests or profits interests, if both entities are partnerships (including direct ownership by one partnership of another), or (iii) more than 50% common ownership of the value of the outstanding stock of the corporation or the capital interests or profit interests of the partnership, as applicable, if one entity is a corporation and the other entity is a partnership (including direct ownership of the applicable stock or interests by one entity of the other), and

(iv) “sale date” means the date of execution of this Purchase Contract by all parties.

17. ***Arm’s-Length Transaction.*** The City acknowledges and agrees that (i) the purchase and sale of the Bonds pursuant to this Purchase Contract is an arm’s-length commercial transaction between the City and the Underwriter, (ii) in connection therewith and with the discussions, undertakings, and procedures leading up to the consummation of this transaction, the Underwriter is and has been acting solely as a principal and is not acting as the agent or fiduciary of the City, (iii) the Underwriter has not assumed an advisory or fiduciary responsibility in favor of the City with respect to the offering contemplated hereby or the discussions, undertakings, and procedures leading thereto (regardless of whether the Underwriter has provided other services or is currently providing other services to the City on other matters) and the Underwriter has no obligation to the City with respect to the offering contemplated hereby except the obligations expressly set forth in this Purchase Contract, (iv) the Underwriter has financial and other interests that differ from those of the City, and (v) the City has consulted its own legal, financial, and other advisors to the extent it has deemed appropriate.

18. ***Parties in Interest.*** This Purchase Contract is made solely for the benefit of the City and the Underwriter (including any successors or assigns of the Underwriter) and no other person shall acquire or have any right hereunder or by virtue hereof, except that the representation, warranties, and agreements of the City contained in this Purchase Contract shall also be deemed to be for the benefit of the person or persons, if any, who control the Underwriter within the meaning of Section 15 of the 1933 Act or Section 20 of the 1934 Act. Nothing in this Purchase Contract is intended or shall be construed to give any person, other than the persons referred to in this paragraph, any legal or equitable right, remedy or claim under or in respect of this Purchase Contract or any provision contained herein. All of the

representations, warranties and agreements of the City contained herein shall remain in full force and effect, regardless of (a) any investigation made by or on behalf of any Underwriter, (b) delivery of the Bonds and payment of amounts required hereunder by or for the City or (c) any termination of this Purchase Contract.

19. ***Governing Law.*** This Purchase Contract shall be governed by and construed in accordance with the laws of the State of South Carolina.

20. ***Effectiveness; Counterpart Execution.*** This Purchase Contract shall become effective upon your acceptance and execution hereof and may be executed in counterparts and such counterparts shall constitute one and the same instrument.

21. ***No Liability.*** Neither the Mayor or members of the City Council, nor any officer, agent, attorney or employee as such, in his or her individual capacity, past, present or future of the City, either directly or through the City, shall be charged personally by the Underwriter with any liability, or held liable to such Underwriter under any term or provision of this Purchase Contract or because of its execution or contemplated execution, or because of any breach or attempted or alleged breach thereof. It is expressly agreed and understood that the obligations of the City under this Purchase Contract are solely corporate obligations and that no personal liability whatsoever shall attach to, or be incurred by, any past, present or future officer, agent, attorney or employee thereof. All personal liability of any character against every such past, present or future officer, agent, attorney and employee of the City is, by the execution of this Purchase Contract and as a condition of, and as part of the consideration for, the execution of this Purchase Contract, expressly waived and released. The immunity of the past, present or future officers, agents, attorneys and employees of the City under the provision contained in this Section shall survive the termination of this Purchase Contract.

[ONE SIGNATURE PAGE FOLLOWS]
[REMAINDER OF PAGE INTENTIONALLY BLANK]

Very truly yours,

By: _____ and _____
_____, on behalf of themselves and as representatives
of _____

By: _____
Its: _____

Accepted and Agreed to as
of the date first above written.

CITY OF COLUMBIA, SOUTH CAROLINA

By: _____
Its: _____

[SIGNATURE PAGE TO PURCHASE CONTRACT - REVENUE BONDS 2023]

EXHIBIT A

The Bonds shall mature on the dates and bear interest at the rates and shall be reoffered at the prices as set forth below:

MATURITY SCHEDULE

<u>MATURITY</u> <u>(FEB. 1)</u>	<u>AMOUNT(\$)</u>	<u>INTEREST</u> <u>RATE(%)</u>	<u>YIELD(%)</u>	<u>PRICE(%)</u>	<u>CUSIP</u>
------------------------------------	-------------------	-----------------------------------	-----------------	-----------------	--------------

\$[] []% Term Bond, Due [] [], 20[]; Yield: []^C; Price []%^C; CUSIP: []

^CPriced to the call date of February 1, _____

Redemption

Optional Redemption

[The Bonds maturing on or after February 1, 20[], are subject to redemption prior to maturity on or after February 1, 20[], at the option of the City, as a whole or in part at any time in such order of their maturities as the City shall determine at the redemption price equal to 100% of the principal amount of the Bonds being redeemed together with accrued interest to the date fixed for redemption.]

Mandatory Redemption

[The Bonds maturing on February 1, 20[] ("**Term Bonds**"), shall be subject to mandatory sinking fund redemption commencing February 1, 20[], [respectively], and will be redeemed (to the extent not previously redeemed) at 100% of the principal amount of the principal amount thereof to be redeemed, plus interest accrued to the redemption date, on February 1 of each of the following years in the respective principal amounts for each year specified below:]

B-14

<u>Year</u>	<u>Amount</u>
	\$
[†]	

[†]Final Maturity for \$ % Term Bond

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

EXHIBIT B

Form of Supplemental Bond Counsel Opinion

[Closing Date], 2023

Re: \$[Bond Amount] Waterworks and Sewer System Revenue Bonds, Series 2023, of the City of Columbia, South Carolina

We have acted as bond counsel in connection with the issuance by the City of Columbia, South Carolina (“City”) of its \$[Bond Amount] original principal amount Waterworks and Sewer System Revenue Bonds, Series 2023 (“Bonds”). This opinion is being delivered to you pursuant to paragraph 7(e)(i)(B) of the Purchase Contract dated [Pricing Date], 2023 (“Purchase Contract”) between the City and you as the underwriter (“Underwriter”). Capitalized terms not otherwise defined herein shall have the meanings assigned such terms in the Purchase Contract.

Reference is made to our approving opinion (“Opinion”) of even date herewith as bond counsel addressed to the City delivered in connection with the issuance of the Bonds. You are hereby authorized to rely upon the Opinion to the same extent as if the Opinion were specifically addressed to you, subject to the qualifications and considerations set forth in the Opinion.

In connection therewith, we have examined:

1. Title 6, Chapter 17 of the Code of Laws of South Carolina 1976, as amended.
2. The Purchase Contract.
3. The Official Statement dated [Pricing Date], 2023 (“Official Statement”), relating to the Bonds; provided, however, that we have not reviewed any electronic version of the Official Statement and assume that any such version is identical in all respects to the printed version.
4. The General Bond Ordinance No. 93-43 enacted by City Council (“City Council”) of the City on May 21, 1993 (“General Ordinance”), as amended and supplemented, including as amended and supplemented particularly by the Sixteenth Supplemental Ordinance No. 2023-[Ordinance Number], enacted by the City Council on [Ordinance Date], 2023 (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 “THE SERIES 2023 BONDS” and “SECURITY FOR THE SERIES 2023 BONDS”; in APPENDIX C of the Official Statement entitled “SUMMARY OF CERTAIN PROVISIONS OF THE ORDINANCE” and in APPENDIX F of the Official Statement entitled “BOOK-ENTRY SYSTEM”, based upon our review, we are of the opinion that the statements or summaries of the Ordinance and the Bonds 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 in “APPENDIX F - BOOK-ENTRY SYSTEM,” as to which we express no opinion) are, to the extent indicated therein, accurate statements or summaries of the matters set forth or documents referred to therein, and fairly present the information purported to be shown, and the information under the heading “TAX EXEMPTION AND OTHER TAX MATTERS” is true and correct in all material respects.

4. The Ordinance and the Bonds conform as the form and tenor with the terms and provisions thereof as set out in the Official Statement.

5. All conditions precedent to the delivery of the Bonds contained in the Ordinance have been fulfilled.

6. The Bonds are presently exempt from registration under the Securities Act of 1933, as amended, and the Ordinance is presently exempt from qualification as an indenture under the Trust Indenture Act of 1939, as amended.

This opinion is rendered to and may be relied upon solely by the Underwriter and may not be relied upon by any other persons, firms or corporations.

This opinion is given as of the date hereof, and we assume no obligation to revise or supplement this opinion to reflect any facts or circumstances that may hereafter come to our attention, or any changes in law that may hereafter occur.

Yours very truly,

Burr & Forman LLP

[Closing Date], 2023

Re: \$[Bond Amount] Waterworks and Sewer System Revenue Bonds, Series 2023, of the City of Columbia, South Carolina

We have acted as bond counsel in connection with the issuance by the City of Columbia, South Carolina (“City”) of its \$[Bond Amount] original principal amount Waterworks and Sewer System Revenue Bonds, Series 2023 (“Bonds”). This opinion is being delivered to you pursuant to paragraph 7(e)(i)(B) of the Purchase Contract dated [Pricing Date], 2023 (“Purchase Contract”) between the City and you as the underwriter (“Underwriter”). Capitalized terms not otherwise defined herein shall have the meanings assigned such terms in the Purchase Contract.

Reference is made to our approving opinion (“Opinion”) of even date herewith as bond counsel addressed to the City delivered in connection with the issuance of the Bonds. You are hereby authorized to rely upon the Opinion to the same extent as if the Opinion were specifically addressed to you, subject to the qualifications and considerations set forth in the Opinion.

In connection therewith, we have examined:

1. Title 6, Chapter 17 of the Code of Laws of South Carolina 1976, as amended.
2. The Purchase Contract.
3. The Official Statement dated [Pricing Date], 2023 (“Official Statement”), relating to the Bonds; provided, however, that we have not reviewed any electronic version of the Official Statement and assume that any such version is identical in all respects to the printed version.
4. The General Bond Ordinance No. 93-43 enacted by City Council (“City Council”) of the City on May 21, 1993 (“General Ordinance”), as amended and supplemented, including as amended and supplemented particularly by the Sixteenth Supplemental Ordinance No. 2023-[Ordinance Number], enacted by the City Council on [Ordinance Date], 2023 (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 “THE SERIES 2023 BONDS” and “SECURITY FOR THE SERIES 2023 BONDS”; in

APPENDIX C of the Official Statement entitled “SUMMARY OF CERTAIN PROVISIONS OF THE ORDINANCE” and in APPENDIX F of the Official Statement entitled “BOOK-ENTRY SYSTEM”, based upon our review, we are of the opinion that the statements or summaries of the Ordinance and the Bonds 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 in “APPENDIX F - BOOK-ENTRY SYSTEM,” as to which we express no opinion) are, to the extent indicated therein, accurate statements or summaries of the matters set forth or documents referred to therein, and fairly present the information purported to be shown.

4. The Ordinance and the Bonds conform as the form and tenor with the terms and provisions thereof as set out in the Official Statement.

5. All conditions precedent to the delivery of the Bonds contained in the Ordinance have been fulfilled.

6. The Bonds are presently exempt from registration under the Securities Act of 1933, as amended, and the Ordinance is presently exempt from qualification as an indenture under the Trust Indenture Act of 1939, as amended.

This opinion is rendered to and may be relied upon solely by the Underwriter and may not be relied upon by any other persons, firms or corporations.

This opinion is given as of the date hereof, and we assume no obligation to revise or supplement this opinion to reflect any facts or circumstances that may hereafter come to our attention, or any changes in law that may hereafter occur.

Yours very truly,

Johnson, Toal & Battiste, P.A.

EXHIBIT C

**GENERAL CERTIFICATE OF THE CITY OF COLUMBIA
REQUIRED BY SECTION 7(e)(ii) OF THE PURCHASE CONTRACT**

Pursuant to Section 7(e)(ii) of the Purchase Contract dated [Pricing Date], 2023 ("Purchase Contract"), between the City of Columbia, South Carolina ("City") and _____ and _____, on behalf of themselves and as representatives of _____, as underwriters (collectively "Underwriter"), the undersigned authorized representative of the City hereby certifies as follows:

1. The representations and warranties of the City in the Purchase Contract are true and correct in all material respects as of the date hereof.

2. There is no action, suit, hearing, proceeding, inquiry or investigation at law or in equity or before or by any court, public board, agency or body pending or, to the best of the City's knowledge, threatened in writing against or directly affecting the City contesting the due organization and valid existence of the City or wherein an unfavorable decision, ruling or finding would, in any way, materially adversely affect (A) the transactions contemplated by the Purchase Contract or the Official Statement dated [Pricing Date], 2023 ("Official Statement"), relating to the aggregate principal amount \$[Bond Amount] City of Columbia, South Carolina Waterworks and Sewer System Revenue Bonds, Series 2023 ("Bonds"), or the validity, due authorization and execution of the Purchase Contract, the Disclosure Dissemination Agent Agreement dated [Closing Date], 2023, between the City and Digital Assurance Certification, L.L.C., or any agreement or instrument related to the Bonds to which the City is a party and which is used or contemplated for use in the consummation of the transactions contemplated by the Purchase Contract or by the Official Statement, (B) the federal tax-exempt status of the interest component on the Bonds, (C) the exemption of the interest component on the Bonds from taxation as described in Paragraph 5(j) of the Purchase Contract, (D) the organization, existence or powers of the City or the title of the Mayor or any of the members of the City Council or any officers of the City except as set forth in the Official Statement, or (E) the business, properties or assets or the condition, financial or otherwise, of the City.

3. The information with respect to the City contained in the Official Statement, relating to the Bonds, is, as of its date, true and correct in all material respects. The information with respect to the City contained in the Official Statement does not contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements made therein, in light of the circumstances under which they were made, not misleading, and there has not been any material adverse change in the financial condition or operations of the City since the date of the Official Statement which has not been brought to the attention of the Underwriter in writing prior to the date hereof.

4. To the best of the knowledge and belief of the City, the City reasonably expects as of the date hereof that the proceeds of the Bonds will be used as provided in the Official Statement.

IN WITNESS WHEREOF, the undersigned has executed this Certificate in the name and on behalf of the City as of [Closing Date], 2023.

CITY OF COLUMBIA, SOUTH CAROLINA

By: _____
City Manager

EXHIBIT D

Form of Opinion of the City Attorney

[Closing Date], 2023

City of Columbia
Columbia, South Carolina

***\$/Bond Amount/
City of Columbia, South Carolina
Waterworks and Sewer System Revenue Bonds
Series 2023***

As City Attorney to the City of Columbia, South Carolina, a municipal corporation and political subdivision created pursuant to the laws of the State of South Carolina (“City”), I have considered the validity of the City’s \$[Bond Amount] original principal amount Waterworks and Sewer System Revenue Bonds, Series 2023 (“Bonds”). This opinion is being delivered to you pursuant to paragraph 7(e)(iv) of the Purchase Contract dated [Pricing Date], 2023 (“Purchase Contract”) between the City and you as the underwriter (“Underwriter”). Capitalized terms not otherwise defined herein shall have the meanings assigned such terms in the Purchase Contract.

In connection therewith, I have examined:

1. Title 6, Chapter 17 of the Code of Laws of South Carolina 1976, as amended;
2. The Purchase Contract;
3. The Official Statement dated [Pricing Date], 2023 (“Official Statement”), relating to the Bonds, provided, however, that I have not reviewed any electronic version of the Official Statement and assume that any such version is identical in all respects to the printed version;
4. The General Bond Ordinance No. 93-43 enacted by City Council (“City Council”) of the City on May 21, 1993 (“General Ordinance”), as amended and supplemented, including as amended and supplemented particularly by the Sixteenth Supplemental Ordinance No. 2023-[Ordinance Number], enacted by the City Council on [Ordinance Date], 2023 (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. I have also reviewed the contents of the Official Statement, contained under the heading “THE CITY

AND THE SYSTEM - Environmental Matters.”

Based on the foregoing, I am of the opinion that as of this date:

1. The City is a political subdivision validly existing under the Constitution and laws of the State of South Carolina, and has all requisite power and authority (i) to enact and implement the Ordinance and to issue, sell and deliver the Bonds and (ii) to conduct its business as currently being conducted and as proposed to be conducted and as described in the Official Statement and to carry out the transactions contemplated by the Purchase Contract and the Official Statement.

2. Each of the City Agreements has been duly authorized, executed and delivered by the City and, assuming due authorization, execution and delivery by the applicable parties thereto, constitutes a legal, valid and binding agreement enforceable against the City in accordance with its terms (except that the enforceability thereof may be subject to the exercise of judicial discretion in accordance with general principles of equity and to bankruptcy, insolvency, reorganization, fraudulent conveyance, moratorium and other similar laws affecting creditors’ rights heretofore or hereafter enacted to the extent constitutionally applicable); provided, however, that no opinion is expressed as to the enforceability of the indemnity or choice of law provisions thereof.

3. The City has taken all action legally required of it to enact and to implement the Ordinance and to authorize the issuance, sale and delivery of the Bonds. The Ordinance has been duly enacted by the City Council.

4. To the best of my knowledge and after due inquiry, the City is not in default in any material respect under any material agreement or other instrument related to the Bonds or the System to which it is a party or by which it may be bound.

5. There are no consents, approvals or authorizations of the State of South Carolina or any local governmental authority required on the part of the City in connection with the enactment and implementation of the Ordinance and the execution and delivery of the Purchase Contract, provided, however, that there is no opinion given with respect to compliance with any state securities laws or “blue sky” laws of any jurisdiction.

6. To the best of my knowledge and after due inquiry and except as disclosed in the Official Statement, there are no proceedings or investigations pending or threatened in writing against the City in any court or before any governmental authority or arbitration board or tribunal, wherein an unfavorable decision, ruling or finding would in any way materially and adversely affect the transactions contemplated by the Purchase Contract and the Official Statement or which, in any way, would adversely affect the validity and enforceability of the Bonds, or any agreement or instrument related to the Bonds or the System to which the City is a party and which is used or contemplated by the foregoing.

7. To the best of my knowledge and after due inquiry, the City in all material respects has good and proper title to the System as described in the Official Statement.

8. None of the proceedings held or actions taken by the City with respect to the Ordinance, the City Agreements or the Bonds have been repealed, rescinded or revoked.

During my representation of the City in connection with the issuance of the Bonds, no information came to my attention that caused me to believe that the information in the Official Statement contained under the heading “THE CITY AND THE SYSTEM - Environmental Matters” (except for the subheading entitled “Conclusion”), as of its date and as of the date of this letter contained or contains any

untrue statement of a material fact or omitted or omits to state any material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading

Very truly yours,

Teresa A. Knox
City Attorney

EXHIBIT E

Form of Underwriter's Counsel Opinion

[Closing Date], 2023

***\$/Bond Amount/
 City of Columbia, South Carolina
 Waterworks and Sewer System Revenue Bonds
 Series 2023***

Ladies and Gentlemen:

We have acted as counsel to _____ and _____, on behalf of themselves and as representatives of _____, as underwriters (collectively "Underwriter") in connection with the purchase of the referenced bonds ("Bonds") pursuant to a Purchase Contract, dated [Pricing Date], 2023 ("Purchase Contract"), between the Underwriter and the City of Columbia, South Carolina ("City"). This opinion is delivered to you pursuant to Section 7(e)(ix) of the Purchase Contract. Each capitalized term not otherwise defined in this letter has the meaning assigned to that term in the Purchase Contract.

We have, as your counsel, examined and relied on originals or copies, certified or otherwise identified to our satisfaction, of such other documents, legal opinions, instruments or records, and have made such investigation of law, as we have deemed appropriate as a basis for the conclusions hereinafter expressed for the purpose of this opinion.

In arriving at the conclusions expressed below, we are not expressing any opinion or view on, and are assuming and relying on, the validity, accuracy and sufficiency of the records, documents, certificates and opinions referred to above, including the accuracy of all factual matters represented and legal conclusions contained therein. We have assumed that all records, documents, certificates and opinions that we have reviewed, and the signatures thereto, are genuine.

We are not passing on and do not assume any responsibility for the accuracy, completeness or fairness of any of the statements contained in the Official Statement, dated [Pricing Date], 2023 ("Official Statement"), and make no representation that we have independently verified the accuracy, completeness or fairness of any such statements. However, in our capacity as your counsel, we met in conferences with your representatives and representatives of the City, counsel to the City, Burr & Forman LLP and Johnson Toal & Battiste, P.A, as co-bond counsel, during which conferences the contents of the Official Statement and related matters were discussed. Based on our participation in these conferences, and in reliance on these conferences and on the records, documents, certificates and opinions referenced above, we advise you that, during the course of our representation of you as the Underwriter on this matter, no information came to the attention of the attorneys in our firm rendering legal services in connection with your representation that caused us to believe that the Official Statement as of its date and as of the date of this letter (except for any financial and statistical data and forecasts,

numbers, estimates, assumptions and expressions of opinion, and information concerning The Depository Trust Company and the book-entry system for the Bonds contained or incorporated by reference in the Official Statement and its Appendices, which we expressly exclude from the scope of this sentence) contained or contains any untrue statement of a material fact or omitted or omits to state any material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading.

Furthermore, we are of the opinion that in connection with the offering and sale of the Bonds, the Bonds are exempt from registration pursuant to the Securities Act of 1933, as amended, and no indenture with respect to the Bonds is required to be qualified pursuant to the Trust Indenture Act of 1939, as amended.

Except as set forth above, we express no opinion in connection with the issuance and sale of the Bonds. The opinions expressed above are rendered solely for your benefit in connection with the issuance of the Bonds. These opinions may neither be relied on by you for any other purpose nor be furnished to, used, circulated, quoted or relied on by any other person or entity for any other purpose, without our prior written consent in each instance. We disclaim any obligation to update the opinions expressed above for events occurring or coming to our attention after the date of this letter.

Very truly yours,

PARKER POE ADAMS & BERNSTEIN LLP

[Closing Date], 2023

***\$/Bond Amount/
 City of Columbia, South Carolina
 Waterworks and Sewer System Revenue Bonds
 Series 2023***

Ladies and Gentlemen:

We have acted as co-counsel to _____ and _____, on behalf of themselves and as representatives of _____, as underwriters (collectively “Underwriter”) in connection with the purchase of the above referenced bonds (“Bonds”) pursuant to a Purchase Contract, dated [Pricing Date], 2023 (“Purchase Contract”), between the Underwriter and the City of Columbia, South Carolina (“City”). This opinion is delivered to you pursuant to Section 7(e)(ix) of the Purchase Contract. Each capitalized term not otherwise defined in this Letter has the meaning assigned to that term in the Purchase Contract.

We have, as your counsel, examined and relied on originals or copies, certified or otherwise identified to our satisfaction, of such other documents, legal opinions, instruments or records, and have made such investigation of law, as we have deemed appropriate as a basis for the conclusions hereinafter expressed for the purpose of this opinion.

In arriving at the conclusions expressed below, we are not expressing any opinion or view on, and are assuming and relying on, the validity, accuracy and sufficiency of the records, documents, certificates and opinions referred to above, including the accuracy of all factual matters represented and legal conclusions contained therein. We have assumed that all records, documents, certificates and opinions that we have reviewed, and the signatures thereto, are genuine.

We are not passing on and do not assume any responsibility for the accuracy, completeness or fairness of any of the statements contained in the Official Statement, dated [Pricing Date], 2023 (“Official Statement”), and make no representation that we have independently verified the accuracy, completeness or fairness of any such statements. However, in our capacity as your counsel, we met in conferences with your representatives and representatives of the City, counsel to the City, Burr & Forman LLP and Johnson, Toal & Battiste, P.A., as co-bond counsel, during which conferences the contents of the Official Statement and related matters were discussed. Based on our participation in these conferences, and in reliance on these conferences and on the records, documents, certificates and opinions referenced above, we advise you that, during the course of our representation of you as the Underwriter on this matter, no information came to the attention of the attorneys in our firm rendering legal services in connection with your representation that caused us to believe that the Official Statement as of its date and as of the date of this letter (except for any financial and statistical data and forecasts, numbers, estimates, assumptions and expressions of opinion, and information concerning The Depository Trust Company and the book-entry system for the Bonds contained or incorporated by reference in the Official Statement and its Appendices, which we expressly exclude from the scope of this sentence) contained or contains any untrue statement of a material fact or omitted or omits to state any material fact necessary to make the

statements therein, in the light of the circumstances under which they were made, not misleading.

Furthermore, we are of the opinion that in connection with the offering and sale of the Bonds, the Bonds are exempt from registration pursuant to the Securities Act of 1933, as amended, and no indenture with respect to the Bonds is required to be qualified pursuant to the Trust Indenture Act of 1939, as amended.

Except as set forth above, we express no opinion in connection with the issuance and sale of the Bonds. The opinions expressed above are rendered solely for your benefit in connection with the issuance of the Bonds. These opinions may neither be relied on by you for any other purpose nor be furnished to, used, circulated, quoted or relied on by any other person or entity for any other purpose, without our prior written consent in each instance. We disclaim any obligation to update the opinions expressed above for events occurring or coming to our attention after the date of this letter.

Very truly yours,

STARKES LAW FIRM, LLC

EXHIBIT F

Form of Underwriter's Certificate

ISSUE PRICE CERTIFICATE

The undersigned, on behalf of _____ (“_____”), on behalf of itself and as representative of and _____ (“_____”) and _____ (“_____”), as underwriters (collectively “Underwriter”), hereby certify as set forth below with respect to the sale and issuance of the above-captioned obligations (“Bonds”).

1. ***Sale of the Bonds.*** As of the date of this certificate, for each Maturity of the Bonds, the first price at which at least 10% of such Maturity of the Bonds was sold to the Public is the respective price listed in Schedule A.

2. ***Defined Terms.***

(a) *City* means City of Columbia, South Carolina.

(b) *Maturity* means Bonds with the same credit and payment terms. Bonds with different maturity dates, or Bonds with the same maturity date but different stated interest rates, are treated as separate Maturities.

(c) *Public* means any person (including an individual, trust, estate, partnership, association, company, or corporation) other than an Underwriter or a related party to an Underwriter. The term “related party” for purposes of this certificate generally means any two or more persons who have greater than 50 percent common ownership, directly or indirectly.

(d) *Underwriter* means (i) any person that agrees pursuant to a written contract with the City (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the Public, and (ii) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (i) of this paragraph to participate in the initial sale of the Bonds to the Public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Bonds to the Public).

The representations set forth in this certificate are limited to factual matters only. Nothing in this certificate represents the Underwriter's interpretation of any laws, including specifically Sections 103 and 148 of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations thereunder. The undersigned understands that the foregoing information will be relied upon by the City with respect to certain of the representations set forth in the Federal Tax Certificate of the City dated of even date herewith and with respect to compliance with the federal income tax rules affecting the Bonds, and by Burr & Forman LLP, as Bond Counsel, in connection with rendering its opinion that the interest on the Bonds is excluded from gross income for federal income tax purposes, the preparation of the Internal Revenue Service Form 8038-G, and other federal income tax advice that it may give to the City from time to time relating to the Bonds.

By: _____
Name: _____

Dated: [Closing Date], 2023

SCHEDULE A
SALE PRICES
(Attached)
MATURITY SCHEDULE

EXHIBIT C

FORM OF PRELIMINARY OFFICIAL STATEMENT

PRELIMINARY OFFICIAL STATEMENT DATED [], 2023

NEW ISSUE
BOOK-ENTRY-ONLYRATINGS:
Moody's: []
S&P: []

In the opinion of Burr & Forman LLP, 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 Series 2023 Bonds (as such term is defined below) is excludable from gross income for federal income tax purposes under existing laws, regulations, rulings and judicial decisions. Interest on the Series 2023 Bonds is not a specific preference for purposes of the federal individual alternative minimum tax. For tax years beginning after December 31, 2022, interest on the Series 2023 Bonds included in adjusted financial statement income of certain corporations is not excluded from the federal alternative minimum tax. The Series 2023 Bonds and the interest thereon will also be exempt from all State, county, municipal, school district and other taxes or assessments within the State of South Carolina. See "TAX EXEMPTION AND OTHER TAX MATTERS" herein.



CITY OF COLUMBIA, SOUTH CAROLINA
\$[PAR]*
WATERWORKS AND SEWER SYSTEM REVENUE BONDS
SERIES 2023

Dated: Delivery Date

Due: February 1, as shown on inside cover

The City of Columbia, South Carolina (the "City") Waterworks and Sewer System Revenue Bonds, Series 2023 (the "Series 2023 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 Series 2023 Bonds will be made. Individual purchases will be made in book-entry form only, in denominations of \$5,000 or any whole multiple thereof. So long as Cede & Co., as partnership nominee of DTC, is the registered owner of the Series 2023 Bonds, references herein to holders or registered owners of the Series 2023 Bonds means Cede & Co., and shall not mean the beneficial owners of the Series 2023 Bonds. Interest on the Series 2023 Bonds shall be payable on each February 1 and August 1, commencing August 1, 2024, until maturity or prior redemption. Principal on the Series 2023 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 Series 2023 Bonds are being issued under the authority of the Constitution of the State of South Carolina 1895, as amended (the "South Carolina Constitution") and laws of the State of South Carolina, including Title 6, Chapter 17, Code of Laws of South Carolina 1976, as amended, and the General Bond Ordinance No. 93-43, enacted by the City Council, the governing body of the City (the "City Council"), on May 21, 1993, as amended and supplemented, including as amended and supplemented particularly by the Sixteenth Supplemental Ordinance No. 2023-[], enacted by the City Council on [Approval Date], 2023 (as amended and supplemented, the "Ordinance").

The Series 2023 Bonds are being issued for the purposes of (i) funding certain improvements, extensions and enlargements (the "2023 Projects") to the Waterworks and Sewer System of the City (the "System") and (ii) paying the costs incurred in connection with the issuance of the Series 2023 Bonds.

The Series 2023 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 SERIES 2023 BONDS.**

THE SERIES 2023 BONDS WILL BE SUBJECT TO OPTIONAL AND MANDATORY REDEMPTION PRIOR TO MATURITY AS DESCRIBED HEREIN.

THE SERIES 2023 BONDS DO 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. THE SERIES 2023 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 SERIES 2023 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 SERIES 2023 BONDS.

PNC CAPITAL MARKETS LLC

RAYMOND JAMES

SIEBERT WILLIAMS SHANK & CO., LLC

The Series 2023 Bonds are offered when, as and if issued and delivered by the City, subject to the final approving opinions of Burr & Forman LLP, 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 Starkes Law Firm, LLC, Columbia, South Carolina. Stifel, Nicolaus & Company, Inc., Columbia, South Carolina, has served as Financial Advisor to the City in connection with the issuance of the Series 2023 Bonds. It is expected that the Series 2023 Bonds will be available for delivery on or about November [], 2023, through the facilities of DTC against payment therefor.

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 this Preliminary Official Statement to be final as of its date for purposes of Rule 15c2-12 promulgated by the U.S. Securities and Exchange Commission, except for information which may be omitted pursuant to such rule.*

This Official Statement is dated [Pricing Date], 2023.

* Throughout this Preliminary Official Statement, the presence of an asterisk indicates that information is preliminary and subject to change.

SERIES 2023 BONDS MATURITY SCHEDULE**\$[]* SERIAL BONDS**

<u>MATURITY</u> <u>(FEBRUARY 1)</u>	<u>AMOUNT</u> *	<u>INTEREST</u> <u>RATE</u>	<u>YIELD</u>	<u>PRICE</u>	<u>CUSIP</u> ¹
2025					
2026					
2027					
2028					
2029					
2030					
2031					
2032					
2033					
2034					
2035					
2036					
2037					
2038					
2039					
2040					
2041					
2042					
2043					

TERM BONDS

\$[]* []% Term Bond, Due February 1, 20[]; Yield: []%; Price []%; CUSIP¹: []

\$[]* []% Term Bond, Due February 1, 20[]; Yield: []%; Price []%; CUSIP¹: []

^c Priced to the call date of February 1, 20[]

¹ CUSIP® is a registered trademark of the American Bankers Association. CUSIP Global Services (CGS) is managed on behalf of the American Bankers Association by FactSet Research Systems Inc. Copyright © 2023 CUSIP Global Services. All rights reserved. CUSIP® numbers are set forth herein for the convenience of reference only. CUSIP data herein is provided by CUSIP Global Services. This data is not intended to create a database and does not serve in any way as a substitute for the CGS database. CUSIP numbers are provided for convenience of reference only. Neither the City nor the Underwriters or their agents or counsel assume responsibility for the accuracy of such numbers.

REGARDING USE OF THIS OFFICIAL STATEMENT

This Official Statement does not constitute an offering of any security other than the original offering of the Series 2023 Bonds. 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 Series 2023 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 THIS DOCUMENT SHALL CREATE ANY IMPLICATION THAT THERE HAS BEEN NO CHANGE IN THE AFFAIRS OF THE CITY OR THE SYSTEM SINCE THE DATE HEREOF.

Information in this Official Statement has been obtained by PNC Capital Markets LLC, Raymond James & Associates, Inc., and Siebert Williams Shank & Co., LLC, as underwriters (the "Underwriters"), from the City and other sources believed to be reliable.

The Underwriters have provided the following sentence for inclusion in this Official Statement. The Underwriters have reviewed the information in this Official Statement in accordance with, and as part of their responsibility to investors under the federal securities laws applied to the facts and circumstances of this transaction, but the Underwriters do not guarantee the accuracy or completeness of such information.

Regions Bank, as Registrar and Paying Agent, has not provided, or undertaken to determine the accuracy of, any of the information contained in this Official Statement and makes no representation or warranty, express or implied, as to (i) the accuracy or completeness of such information, (ii) the validity of the Series 2023 Bonds, or (iii) the tax-exempt status of the interest on the Series 2023 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 in this Official Statement. Where full texts have not been included as Appendices to this 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 Securities Act of 1933, as amended (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 reader is cautioned that forward-looking statements are subject to a variety of uncertainties that could cause actual results to differ from the projected results. Those risks and uncertainties include general economic and business conditions, conditions in the financial markets and real estate market, and various other factors which may be beyond the City's control. 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 SERIES 2023 BONDS AT OR ABOVE THAT WHICH MIGHT OTHERWISE PREVAIL IN THE OPEN MARKET, AND SUCH STABILIZING MAY BE DISCONTINUED AT ANY TIME.

THE SERIES 2023 BONDS WILL NOT BE REGISTERED UNDER THE 1933 ACT, AND THE ORDINANCE HAS NOT BEEN REGISTERED UNDER THE TRUST INDENTURE ACT OF 1939, AS AMENDED. THE REGISTRATION OR QUALIFICATION OF THE SERIES 2023 BONDS IN ACCORDANCE WITH APPLICABLE PROVISIONS OF SECURITIES LAWS OF THE STATES IN WHICH THE SERIES 2023 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 U.S. SECURITIES AND EXCHANGE COMMISSION 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 SERIES 2023 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**

Daniel J. Rickenmann, Mayor

COUNCIL MEMBERS

Edward H. McDowell, Jr., Mayor Pro Tem
Will Brennan
Peter M. Brown
Dr. Aditi S. Bussells
Howard E. Duvall, Jr.
Tina N. Herbert

CITY MANAGER

Teresa B. Wilson

**ASSISTANT CITY MANAGER
FOR FINANCE AND ECONOMIC SERVICES**

Jeffery M. Palen

CITY ATTORNEY

Teresa A. Knox, Esquire

FINANCIAL ADVISOR

Stifel, Nicolaus & Company, Inc.
Columbia, South Carolina

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FOR FISCAL YEAR ENDED JUNE 30, 2022

APPENDIX B – SELECTED INFORMATION REGARDING THE CITY OF COLUMBIA, LEXINGTON COUNTY,
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APPENDIX C – SUMMARY OF CERTAIN PROVISIONS OF THE ORDINANCE

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APPENDIX F – BOOK-ENTRY SYSTEM

OFFICIAL STATEMENT

§[PAR]* CITY OF COLUMBIA, SOUTH CAROLINA WATERWORKS AND SEWER SYSTEM REVENUE BONDS SERIES 2023

INTRODUCTION

This Official Statement of the City of Columbia, South Carolina (the “City” or “City of Columbia”), which includes the cover page hereof and the appendices hereto, provides information relating to the City along with its Waterworks and Sewer System Revenue Bonds, Series 2023 (the “Series 2023 Bonds”). The information furnished herein includes a brief description of the Series 2023 Bonds, and the security therefor, the City, and its indebtedness, tax information, economic data, financial information, investment considerations and other matters. Also included are certain information and data pertaining to Richland County, South Carolina (“Richland County” or the “County”), Lexington County, South Carolina (“Lexington County”) and the State of South Carolina (“South Carolina” or the “State”). All information included herein has been provided by the City except where attributed to other sources. The summaries and references to all of the 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.

The Series 2023 Bonds, the 2022 Bonds the 2021 Bonds, the 2019 Bonds, the 2018 Bonds, the 2016 Bonds, the 2009 Bonds and any Additional Bonds (as such terms are defined herein) are referred to herein, collectively, as the “Bonds.” Included in this Official Statement is a brief description of the City’s Waterworks and Sewer System (the “System”) and the Ordinance (as defined herein), pursuant to which the Series 2023 Bonds are authorized and issued by the City. Capitalized terms used herein without specific definition are used as defined in “APPENDIX C – SUMMARY OF CERTAIN PROVISIONS OF THE ORDINANCE.”

Authorization

The Series 2023 Bonds are being issued under the Constitution of the State of South Carolina 1895, as amended (the “South Carolina Constitution”) and laws of the State, including Title 6, Chapter 17, Code of Laws of South Carolina 1976, as amended, General Bond Ordinance No. 93-43, enacted by the City Council of the City of Columbia, the governing body of the City (the “City Council”), on May 21, 1993, as amended and supplemented (the “General Ordinance”), including as amended and supplemented particularly by the Sixteenth Supplemental Ordinance No. 2023-[], enacted by the City Council on [Approval Date], 2023 (the “Supplemental Ordinance,” and together with the General Ordinance, the “Ordinance”).

Purpose

The Series 2023 Bonds are being issued for the purposes of (i) funding certain improvements, extensions and enlargements (the “2023 Projects”) to the Waterworks and Sewer System of the City (the “System”) and (ii) paying the costs incurred in connection with the issuance of the Series 2023 Bonds. See “SOURCES AND USES OF FUNDS” and “PLAN OF FINANCE.”

THE SERIES 2023 BONDS

General

The Series 2023 Bonds will be dated their date of delivery, will mature on February 1 in the years and in the principal amounts set forth on the inside cover page hereto, and will bear interest at the rates per annum (calculated on the basis of a 360-day year comprised of twelve 30-day months) set forth on the inside cover page hereto, payable on August 1, 2024 and semiannually thereafter on February 1 and August 1 of each year (each, an “Interest Payment Date”). The Series 2023 Bonds are issuable initially in book-entry form only, in denominations of \$5,000 or any whole multiple thereof. So long as the Series 2023 Bonds are in book-entry form and are registered in the name of Cede & Co., as the nominee of The Depository Trust Company, New York, New York (“DTC”), payments on the Series 2023 Bonds will be made as set forth

in “APPENDIX F - BOOK-ENTRY SYSTEM,” attached hereto. Should the Series 2023 Bonds no longer be held in book-entry form, principal of the Series 2023 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, Atlanta, Georgia, as registrar and paying agent (the “Registrar/Paying Agent”), and interest on the Series 2023 Bonds will be payable by check or draft of the Registrar/Paying Agent mailed to the person in whose name each Series 2023 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 any series of the Series 2023 Bonds not held in book-entry form may be made by wire transfer to an account within the continental United States of America (“U.S.” or “United States”) on timely receipt of a written request of such holder.

The Series 2023 Bonds are subject to optional and mandatory redemption prior to their maturity.

Optional Redemption

The Series 2023 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 Series 2023 Bonds being redeemed together with accrued interest to the date fixed for redemption.

Mandatory Redemption

The Series 2023 Bonds maturing on February 1, 20[] and February 1, 20[] (collectively, the “Series 2023 Term Bonds”) shall each be subject to mandatory sinking fund redemption commencing February 1, 20[] and February 1, 20[], respectively, and will be redeemed (to the extent not previously redeemed) at 100% 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:

SERIES 2023 TERM BOND MATURING FEBRUARY 1, 20[]

<u>Year</u>	<u>Amount</u>
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[†]Final Maturity

SERIES 2023 TERM BOND MATURING FEBRUARY 1, 20[]

<u>Year</u>	<u>Amount</u>
-------------	---------------

[†]Final Maturity

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/Paying Agent for cancellation any Series 2023 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 Series 2023 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/Paying Agent and not theretofore applied as a credit against any mandatory redemption obligation. Each Series 2023 Term Bond so delivered or previously purchased or redeemed shall be credited by the Registrar/Paying Agent, at one hundred percent (100%) of the principal amount thereof, to the obligation of the City on those mandatory redemption obligations in such order as the City may direct the Registrar/Paying Agent in writing, and the principal amount of the Series 2023 Term Bonds to be redeemed by operation of the mandatory redemption requirement shall be accordingly reduced.

General Redemption Provisions; Notice

In the event the Series 2023 Bonds or any portion thereof shall be called for redemption, notice of the redemption, describing (among other things) the Series 2023 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 (as defined herein) not less than 30 days and not more than 60 days prior to the redemption date. So long as the Series 2023 Bonds are in book-entry form and are registered in the name of Cede & Co., as the nominee of DTC, notices of redemption with respect to the Series 2023 Bonds will be given to Cede & Co., and will be distributed by Cede & Co. See "APPENDIX F - BOOK-ENTRY SYSTEM," attached hereto.

If less than all of the Series 2023 Bonds of any series and maturity are called for redemption, the Series 2023 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 Series 2023 Bonds are held in book-entry form.

If a Series 2023 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 Series 2023 Bond at the then applicable redemption price and the interest to accrue to the redemption date on such Series 2023 Bond are held for the purpose of such payment by the Registrar/Paying Agent, then such Series 2023 Bond so called for redemption shall, on the redemption date designated in such notice, become due and payable, and interest on the Series 2023 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 Series 2023 Bond based on certain conditions being met at or prior to redemption, including, but not limited to, the availability of amounts for such purposes.

SECURITY FOR THE SERIES 2023 BONDS

Pledged Revenues

The Series 2023 Bonds are payable solely from and are secured equally and ratably with the 2022 Bonds, 2021 Bonds, 2019 Bonds, the 2018 Bonds, the 2016 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 (as 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, amounts deemed to be payments in lieu of taxes or other equity transfers and certain non-cash expenses (including, but not limited to, any pension-related or other post-employment benefit-related expenses (other than such amount actually paid) of the System).

The term "2009 Bonds" used herein means the outstanding principal amount of \$80,785,000 of the City's \$81,860,000 original principal amount Waterworks and Sewer System Revenue Bonds, Series 2009. The term "2016 Bonds" used herein means, collectively, the outstanding principal amounts of \$28,750,000 of the City's \$63,325,000 original principal amount Waterworks and Sewer System Revenue Bonds, Series 2016A (the "2016A Bonds") and \$139,715,000 of the City's \$146,710,000 original principal amount Waterworks and Sewer System Refunding Revenue Bonds, Series 2016B (the "2016B Bonds"). The term "2018 Bonds" used herein means the outstanding principal amount of \$48,795,000 of the City's \$87,340,000 original principal amount Waterworks and Sewer System Revenue Bonds, Series 2018. The term "2019 Bonds" used herein means, collectively, the outstanding principal amounts of \$90,260,000 of the City's \$131,085,000 original principal amount Waterworks and Sewer System Revenue Bonds, Series 2019A (the "2019A Bonds"), \$127,960,000 of the City's \$143,855,000 original principal amount Waterworks and Sewer System Refunding Revenue Bonds, Taxable Series 2019B (the "2019B Bonds"), and \$4,980,000 of the City's \$6,875,000 original principal amount

Waterworks and Sewer System Refunding Revenue Bonds, Series 2019C (the “2019C Bonds”). The term “2021 Bonds” used herein means, collectively, the outstanding principal amounts of \$18,565,000 of the City’s \$18,935,000 original principal amount Waterworks and Sewer System Revenue Bonds, Series 2021A (the “2021A Bonds”), and \$115,505,000 of the City’s \$116,600,000 original principal amount Waterworks and Sewer System Refunding Revenue Bonds, Taxable Series 2021B (the “2021B Bonds”). The term “2022 Bonds” used herein means the outstanding principal amount of \$73,815,000 of the City’s \$73,815,000 original principal amount Waterworks and Sewer System Revenue Bonds, Series 2022.

Limited Obligations

THE SERIES 2023 BONDS DO 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. THE SERIES 2023 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 SERIES 2023 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 SERIES 2023 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 allowances for contingencies and for a margin of error in estimates, to provide in each July 1 through June 30 fiscal year of the City, an amount equal to:

- (a) 100 percent of the amounts required to pay Expenses of Operating and Maintaining the System for the then current fiscal year;
- (b) 110 percent of the amounts required to be deposited into each Debt Service Fund (as defined in APPENDIX C), for the Bonds for the then current fiscal year;
- (c) 100 percent of the amounts required to be deposited to each Debt Service Reserve Fund (as defined herein), if any, for the Bonds for the then current fiscal year;
- (d) 100 percent of the amounts required to provide for payment of any Junior Bonds (as defined herein) in the then current fiscal year; and
- (e) any amounts necessary to comply in all respects with the terms of the Ordinance or any other contract or agreement with the holder of a Bond.

Disposition of Revenues and Funds Established by the Ordinance

The following are the additional funds and accounts created and established by the Ordinance:

- (a) Debt Service Fund to be held by the City, including an Interest Account and Principal Account (as such terms are defined in APPENDIX C);
- (b) Debt Service Reserve Fund, if any, to be held by the City; and
- (c) Contingent Fund and Depreciation Fund, each to be held by the City subject to the provisions of the Ordinance described in APPENDIX C hereto under the heading “SUMMARY OF ORDINANCE – Creation and Flow of Funds” and “– Funds Created Under General Bond Ordinance.”

The Revenues of the System shall be applied at the times, in the amounts and for the purposes as provided or permitted by the Ordinance, and in the following order of priority:

First, for the payment of Expenses of Operating and Maintaining the System;

Second, into the respective Debt Service Funds, the amounts required by the Ordinance or any supplemental ordinance; and

Third, into the respective Debt Service Reserve Funds, if any, the amounts required by the Ordinance or any supplemental ordinance.

If, after applying Revenues of the System as set forth above, there are Revenues remaining, such Revenues shall then be used, first, for the payment of Junior Bonds or to meet any other obligations of the City which are or which shall become charges, liens or encumbrances on the Revenues of the System, junior and subordinate to the lien on the Net Revenues securing the Bonds (including, but not limited to, termination payments under the Series 2009 Swap (as defined herein) and the payment of interest on amounts advanced by the provider of any surety bond, insurance policy or letter of credit as contemplated by the Ordinance; second, to make such deposits to the Contingent Fund as required by the Ordinance to provide for adequate funds for improvements to the System and build up a proper reserve against contingencies and to the Depreciation Fund as required by the Ordinance to build up a proper reserve for depreciation of the System 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 SERIES 2023 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 Series 2023 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 will be delivered a report, which report is not required to be based on the latest audit of the City, from the City Manager or Finance Director of the City, an Accountant or a Consulting Engineer (as such terms are defined in APPENDIX C), stating that the amount of the Net Revenues of the System for any consecutive 12-month period out of the last 24-month period (“Test Period”) is not less than 130 percent of the sum of the highest combined interest and principal requirements in any fiscal year (“Maximum Debt Service,” as more particularly defined in APPENDIX C) 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 have been revised and such revised rates and charges have gone into effect prior to the delivery of the Additional Bonds proposed to be issued, the additional amount of Net Revenues which would have been realized during the Test Period if such rates and charges had been in effect during such Test Period as determined by a Consulting Engineer or an Accountant; and

(b) in case an existing sewer system, existing water system or any other public utility system is to be acquired and combined or made a part of the System from the proceeds of the Additional Bonds proposed to be issued, the additional amount of Net Revenues which would have been realized during the Test Period if such existing system or systems to be acquired had been a part of the System during such Test Period (which computation of the additional amount of Net Revenues will be based on the method of computing Net Revenues under the Ordinance and approved by a Consulting Engineer or an Accountant).

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 must 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 and is subject to additional adjustments or assumptions as further described in APPENDIX C.

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 Series 2023 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 Series 2023 Bonds (“Junior Bonds”), in such amount as it may from time to time determine. The pledge of Net Revenues securing Junior Bonds must at all times be and remain subordinate and inferior in all respects to the pledge of Net Revenues securing the Series 2023 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 Series 2023 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 into 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 Series 2023 Bonds are expected to be used substantially as follows.

Estimated Sources of Funds

Principal Amount of Series 2023 Bonds	\$[]
[Less/Plus: Net Original Issue Discount/Premium]	[]
TOTAL SOURCES OF FUNDS	\$[]

Estimated Uses of Funds

2023 Projects	\$[]
Costs of Issuance ⁽¹⁾	[]
TOTAL USES OF FUNDS	\$[]

⁽¹⁾ Includes Underwriters’ discount, rounding, and certain legal, accounting and other financing expenses incurred by the City.

PLAN OF FINANCE

The proceeds of the Series 2023 Bonds will be deposited into the Construction Fund of 2023 established pursuant to the Supplemental Ordinance. Moneys on deposit in the Construction Fund of 2023 will be used, as needed, to finance the costs of the 2023 Projects, including without limitation payment of engineering, legal and all other expenses incidental to the 2023 Projects and issuance costs of the Series 2023 Bonds.

The 2023 Projects involve ongoing capital improvements to the System. These capital improvements include upgrades, 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 for water quality 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, (f) Sanitary Sewer System-wide expansions, (g) upgrades to the Metropolitan Wastewater Treatment Plant (“Metro WWTP”), and (h) 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 202[], and scheduled to be substantially completed by or before December 31, 202[].

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FINANCIAL FACTORS

Five-Year Summary

The following table sets forth a summary of the operating revenues, operating expenses, non-operating revenues and non-operating expenses and changes in net position of the System for the fiscal years ended June 30, 2019 (“Fiscal Year 2019”) through June 30, 2023 (unaudited) (“Fiscal Year 2023”). 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 Annual Comprehensive Financial Report (“ACFR”) of the City for the fiscal year ended June 30, 2022 (“Fiscal Year 2022”). Copies of the City’s ACFRs for prior fiscal years are available on the City’s website at <https://finance.columbiasc.gov/cafrs/>, which is not intended to be an active hyperlink and is not incorporated by reference herein. The City’s independent public accounting firm did not review this Official Statement, nor did it perform any procedures related to any of the information contained in this Official Statement.

	<u>2019</u>	<u>2020</u>	<u>2021</u>	<u>2022</u>	(unaudited) 2023
Operating Revenues					
Charges for Services	\$147,624,943	\$158,320,026	\$157,941,466	\$177,389,548	
Other Operating Revenue	<u>—</u>	<u>—</u>	<u>1,200</u>	<u>47,878</u>	
Total Operating Revenues	\$147,624,943	\$158,320,026	\$157,942,666	\$177,437,426	
Operating Expenses					
Personnel Services	\$39,849,139	\$42,218,565	\$46,687,801	\$39,603,592	
Materials and Supplies	10,932,937	12,609,345	13,062,687	14,135,459	
Other Services and Charges	37,026,045	28,562,870	33,242,407	36,079,825	
Federal and State Grant Expenses ^(a)	208,363	1,317,244	871,541	—	
Heat, Light and Power	5,789,471	6,263,599	5,961,557	6,344,556	
Depreciation	41,786,221	40,316,022	39,492,667	41,283,322	
Amortization	—	—	—	57,418	
Claims and Premiums	<u>41,000</u>	<u>25,830</u>	<u>23,484</u>	<u>—</u>	
Total Operating Expenses	\$135,633,176	\$131,313,475	\$139,342,144	\$137,504,172	
Operating Income	\$11,991,767	\$27,006,551	\$18,600,522	\$39,933,254	
Non-Operating Revenues/ (Expenses)					
Investment Income (Loss)	\$7,381,337	\$6,495,347	\$611,346	^(c) \$(1,890,494)	
Other Non-Operating Revenue	288,206	336,820	262,490	291,735	
Federal and State Grant Revenue	^(b) 70,628	^(b) 807,946	^(b) 1,930,701	589,449	
Gain (Loss) from Sale of Assets	79,916	(189,869)	(965,903)	301,374	
Interest Expense	(22,961,387)	(5,539,418)	^(c) (22,973,323)	(22,622,215)	
Amortization of Bond Costs-Deferred Charges ^(d)	<u>(1,394,160)</u>	<u>(4,684,375)</u>	<u>(4,173,583)</u>	<u>(3,062,212)</u>	
Total Non-Operating Revenues/(Expenses)	\$(16,535,460)	\$(2,773,549)	\$(25,308,272)	\$(26,392,363)	
Income (Loss) Before Contributions and Transfers	\$(4,543,693)	\$24,233,002	\$(6,707,750)	\$13,540,891	
Capital Contributions and Transfers					
Transfers In	—	—	259,166	—	
Transfers Out	(7,181,315)	(13,381,553)	(10,158,252)	(8,743,771)	
Capital Grants	—	18,380	—	—	
Development Contributions	<u>5,785,610</u>	<u>6,958,105</u>	<u>10,901,680</u>	<u>7,147,240</u>	
Total Capital Contributions and Transfers	\$(1,395,705)	\$(6,405,068)	\$1,002,594	\$(1,596,531)	
Change in Net Position	\$(5,939,398)	\$17,827,934	\$(5,705,156)	\$11,944,360	
Net Position – Beginning	<u>505,562,157</u>	<u>499,622,759</u>	<u>517,450,693</u>	<u>511,745,537</u>	
Net Position – Ending	<u>\$499,622,759</u>	<u>\$517,450,693</u>	<u>\$511,745,537</u>	<u>\$523,689,897</u>	

(a) This line item includes expenditures primarily related to the Rain Event, as defined and more particularly described under “THE CITY AND THE SYSTEM – Impact of Weather Event” herein.

(b) Represents amounts received by the City from federal and state sources for reimbursement of expenses primarily related to the Rain Event.

(c) Increases in Interest Expense in the fiscal year ended June 30, 2021 (“Fiscal Year 2021”), are attributable to the issuance of additional revenue bonds.

(d) The “Amortization of Bond Costs-Deferred Charges,” represents a combination of two ACFR line items: “Bond Related Costs,” and “Amortization of Deferred Charges.” The separation of the two items in the ACFR reflects that, pursuant to GASB Statement No. 65, bond issuance costs are no longer amortized.

(e) Total unrealized losses during Fiscal Year 2022 of \$4,120,845.59 on certain fixed income investments of the System were offset by \$2,167,136.90 in total investment income resulting in the net loss reflected here.

NOTE: Totals may not sum due to rounding.

[Management's Discussion and Analysis]

[TO BE UPDATED]

Historical Debt Service Coverage of the System

The following table sets forth the Revenues, Expenses of Operating and Maintaining the System, Net Revenues, debt service requirements and debt service coverage of the System for Fiscal Year 2019 through Fiscal Year 2023.

<u>Fiscal Year</u> ¹	<u>Revenues</u> ⁵	<u>Expenses of Operating and Maintaining the System</u>	<u>Net Revenues</u>	<u>Debt Service Requirements</u>	<u>Debt Service Coverage</u>
2019	\$155,445,030	\$92,846,955	\$62,598,075	\$35,408,526	1.77x
2020 ^{2,3}	165,960,139	88,732,763	77,227,376	36,416,905	2.12x
2021 ²	160,747,203	96,047,152	64,700,051	41,892,588	1.54x
2022 ⁴	176,147,216	101,430,117	74,717,099	43,424,754	1.72x
2023				45,361,113	

¹ Revenues in Fiscal Year 2019 through Fiscal Year 2021 [Federal/State sources related to Rain Event rec'd in 2023?] include amounts received from federal and state sources primarily for reimbursement of Rain Event-related expenses. Expenses of Operating and Maintaining the System for Fiscal Year 2019 through Fiscal Year 2021 [Rain Event related expenses in 2023?] include expenses related primarily to the Rain Event. See "FINANCIAL FACTORS – Five-Year Summary" herein.

² Debt service on the 2019 Bonds does not include any reduction related to the application of capitalized interest.

³ The City made certain amendments to the General Ordinance which took effect upon issuance of the 2019 Bonds. The financial impact of these amendments is included in the calculations of Expenses of Operating and Maintaining the System, Net Revenues, and debt service coverage beginning with the fiscal year ended June 30, 2020 ("Fiscal Year 2020"), to the extent such information is available.

⁴ Debt service on the 2021 Bonds does not include any reduction related to the application of capitalized interest.

⁵ The City incurred bad debt expense in Fiscal Year 2019 of \$2,089,004, in Fiscal Year 2020 of \$4,974,107, in Fiscal Year 2021 of \$9,711,122, [and] in Fiscal Year 2022 of \$616,961[and in Fiscal Year 2023 of []]. All amounts written off due to bad debt expense cause a corresponding decrease to Revenues, Net Revenues and debt service coverage. The increases in bad debt expense in Fiscal Year 2020 and Fiscal Year 2021 were driven by pandemic-related economic factors. Based on the decrease in bad debt expense in Fiscal Year 2022, the City expects bad debt expense is returning to pre-pandemic levels going forward [FY23 impacts wording?]. See "THE CITY AND THE SYSTEM – Water and Sewer Billing and Collection Policies" herein.

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Projected Debt Service Requirements of the System

The following table sets forth the aggregate debt service requirements of the System, beginning with the fiscal year ending June 30, 2024 ("Fiscal Year 2024"), for the 2009 Bonds, the 2016 Bonds, the 2018 Bonds, the 2019 Bonds, the 2021 Bonds, the Series 2022 and the Series 2023 Bonds.

Fiscal Year	Existing Debt Service [†]	Series 2023 Bonds			Aggregate Debt Service
		Principal	Interest	Total	
2024	\$ 50,234,658				
2025	50,230,651				
2026	50,230,495				
2027	50,224,675				
2028	50,232,981				
2029	50,227,141				
2030	50,228,687				
2031	50,231,147				
2032	50,226,803				
2033	50,232,728				
2034	50,225,546				
2035	50,231,596				
2036	50,231,115				
2037	50,233,712				
2038	50,232,807				
2039	50,229,926				
2040	50,227,173				
2041	50,228,146				
2042	27,117,441				
2043	27,216,229				
2044	22,859,254				
2045	22,895,823				
2046	22,921,384				
2047	19,141,284				
2048	19,140,702				
2049	13,825,194				
2050	5,822,106				
2051	5,826,163				
2052	4,873,075				
2053	—				
TOTAL	\$1,095,778,642				

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 August 2025.

Projected Debt Service Coverage of the System

Debt service coverage as projected and prepared by the City for Fiscal Year 2024 through the fiscal year ending June 30, 2028, is as set forth below.

Fiscal Year	Net Revenues [†]	Existing Debt Service Requirements ^{††}	Estimated Series 2023 Bonds Debt Service ^{†††}	Total Debt Service Requirements	Coverage
2024		\$50,234,658			
2025		50,230,651			
2026		50,230,495			
2027		50,224,675			
2028		50,232,981			

[†] Net revenues for Fiscal Year 2024 have been calculated utilizing the System's most recent rate study which reflects [].

^{††} Includes debt service after giving effect to the issuance of the 2023 Bonds [on the 2009 Bonds, the 2016 Bonds, the 2018 Bonds, the 2019 Bonds, the 2021 Bonds, and the 2022 Bonds].

^{†††} Debt service on the 2023 Bonds assumes (i) a project fund deposit of \$49 million, (ii) approximately level annual debt service and a final maturity of February 1, 2053, (iii) no debt service reserve fund, (iv) no capitalized interest, and (v) a true interest cost of [].

The figures set forth in the table above are projections. The actual results of operations of the System will be dependent on the amounts by which revenues and expenses increase or decrease. Revenues will be dependent on the actual number of System customers, levels of customer usage, the rates charged by the City and other factors. Expenses will be dependent on the actual levels of customer usage, the number of customers, rates, the cost of treating water and wastewater, future maintenance requirements, financing needs, health care, retirement and post-employment requirements, and other factors. Further, debt service takes into account solely the bonds described above, and does not take into account future indebtedness or future water and sewer rate increases or decreases that have been or may be approved by City Council. City Council approved Ordinance No. 2023-059, effective July 1, 2023, that generally approved five rate increases of 5% each, effective on the following dates: July 1, 2023, July 1, 2024, July 1, 2025, July 1, 2026, and July 1, 2027. 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, and the Seventh Supplemental Ordinance enacted by the City Council on August 19, 2009, the City issued the 2009 Bonds in the original principal amount of \$81,860,000 to defray the costs of improvements to the System. The 2009 Bonds are currently outstanding in the principal amount of \$80,785,000.

2016A Bonds

Pursuant to the General Ordinance and the Eleventh Supplemental Ordinance enacted by the City Council on September 6, 2016 (the "Eleventh Supplemental Ordinance"), the City issued the 2016A Bonds in the original principal amount \$63,325,000 to defray the costs of improvements to the System. The 2016A Bonds are currently outstanding in the principal amount of \$28,750,000.

2016B Bonds

Pursuant to the General Ordinance and the Eleventh Supplemental Ordinance, the City issued the 2016B Bonds in the original principal amount \$146,710,000 to advance refund portions of several prior bond issues of the City. The 2016B Bonds are currently outstanding in the principal amount of \$139,715,000.

2018 Bonds

Pursuant to the General Ordinance and the Twelfth Supplemental Ordinance enacted by the City Council on May 1, 2018, the City issued the 2018 Bonds in the original principal amount \$87,340,000 to defray the costs of improvements to the System. The 2018 Bonds are currently outstanding in the principal amount of \$48,795,000.

2019A Bonds

Pursuant to the General Ordinance and the Thirteenth Supplemental Ordinance enacted by the City Council on September 17, 2019 (the “Thirteenth Supplemental Ordinance”), the City issued the 2019A Bonds in the original principal amount \$131,085,000 to defray the costs of improvements to the System. The 2019A Bonds are currently outstanding in the principal amount of \$90,260,000.

2019B Bonds

Pursuant to the General Ordinance and the Thirteenth Supplemental Ordinance, the City issued the 2019B Bonds in the original principal amount \$143,855,000 to advance refund certain outstanding indebtedness of the City. The 2019B Bonds are currently outstanding in the principal amount of \$127,960,000.

2019C Bonds

Pursuant to the General Ordinance and the Thirteenth Supplemental Ordinance, the City issued the 2019C Bonds in the original principal amount \$6,875,000 to currently refund certain outstanding indebtedness of the City. The 2019C Bonds are currently outstanding in the principal amount of \$4,980,000.

2021A Bonds

Pursuant to the General Ordinance and the Fourteenth Supplemental Ordinance enacted by the City Council on November 10, 2021 (the “Fourteenth Supplemental Ordinance”), the City issued the 2021A Bonds in the original principal amount \$18,935,000 to defray the costs of improvements to the System. The 2021A Bonds are currently outstanding in the principal amount of \$18,565,000.

2021B Bonds

Pursuant to the General Ordinance and the Fourteenth Supplemental Ordinance, the City issued the 2021B Bonds in the original principal amount \$116,600,000 to advance refund certain outstanding indebtedness of the City. The 2021B Bonds are currently outstanding in the principal amount of \$115,505,000.

2022 Bonds

Pursuant to the General Ordinance and the Fifteenth Supplemental Ordinance enacted by the City Council on October 4, 2022, the City issued the 2022 Bonds in the original principal amount \$73,815,000 to defray the costs of improvements to the System. The 2022 Bonds are currently outstanding in the principal amount of \$73,815,000.

Series 2009 Swap (Junior Lien Pledge)

The City’s payment obligations under the Series 2009 Swap, including any termination payment, if any, are secured by a pledge of Net Revenues junior and subordinate in all respects to the pledge hereof securing the Bonds. The Series 2009 Swap is secured by a pledge of Net Revenues of the System junior and subordinate in all respects to the pledge thereof securing the Bonds.

THE CITY AND THE SYSTEM

General Description

The City, located at the geographic center of the State, was formed in 1786. It is the county seat of the County and the capital of the State. In addition to being the governmental center of the State, the City is also the business, finance, education and transportation center of the State. The System provides water treatment and distribution services through its waterworks system (the “Waterworks System”) to approximately [] billed water accounts in the Columbia Metropolitan Statistical Area (the “Columbia MSA”), including approximately [] In-City customers and [] Out-of-City customers, as of the end of Fiscal Year 2023. The System provides sewer treatment and collection services through its Sanitary Sewer System to approximately [] billed sewer customers in the Columbia MSA, including approximately [] In-City customers and [] Out-of-City customers, as of the end of Fiscal Year 2023.

For further information regarding the City and the Columbia MSA, see APPENDIX B attached hereto.

Administration of the City

The City is governed by a council-manager form of government. The Mayor and City Council, who are elected for four-year staggered terms, are vested with the legislative and policy-making powers of the City. Day-to-day activities are administered by a council-appointed City Manager who serves as the chief executive officer of the City and is responsible to the City Council for proper administration of all affairs of the City. The City Manager serves an indefinite term and is subject to removal by a majority vote of the City Council. Financial affairs are under the supervision of the Assistant City Manager for Finance and Economic Services who is appointed by the City Manager. The Finance Director reports to the Assistant City Manager for Finance and Economic Services and is responsible for debt administration, investments and appropriation expenditures and is custodian of all City funds.

The present members of the City Council, their occupations, and the dates which their current terms end are as follows:

<u>Name</u>	<u>Occupation</u>	<u>Term Ends</u>
Daniel J. Rickenmann, Mayor	Business Consultant	December 31, 2025
Edward H. McDowell, Jr., Mayor Pro Tem	Retired	December 31, 2023
Peter M. Brown	Business Owner	December 31, 2025
Will Brennan	Business Owner	December 31, 2023
Dr. Aditi S. Bussells	Public Health Researcher	December 31, 2025
Howard E. Duvall, Jr.	Retired	December 31, 2023
Tina N. Herbert	Attorney	December 31, 2025

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.

Kristine Githara has served as the City's Finance Director since March 21, 2022. Prior to joining the City, Ms. Githara was most recently the Deputy Finance Director at the City of Littleton in Colorado. Prior to her time in Littleton, Ms. Githara worked in finance with a public school system for 15 years and earned her CPA while working as an auditor for an accounting firm that provided services to cities, counties and school districts. Ms. Githara is a graduate of Marquette University.

The System operates under the name "Columbia Water," and is administered by the City through the City Manager. Under the City Manager's direction, the financial operations of the System are administered by the Assistant City Manager for Finance and Economic Services. The Utilities Department operates the System's two water treatment plants, water storage and pumping stations, and the wastewater plant and sewer lift stations, and maintains all water distribution and treatment sewer collection mains. A total of approximately 500 persons are employed in managerial, clerical, maintenance and other capacities relating to the System.

The Assistant City Manager of Columbia Water is Clint Shealy, P.E., who has served in this capacity since July 2017. Mr. Shealy is a licensed Water Treatment Plant Operator and Professional Engineer. Prior to being named Assistant City Manager of Columbia Water, Mr. Shealy served as the City's Director of Utilities and Water Works Superintendent. Prior to coming to Columbia Water, Mr. Shealy worked for the South Carolina Department of Health and Environmental Control and engineering firms BP Barber & Associates, Inc. and Black and Veatch Corporation. Mr. Shealy is a registered Professional Engineer in the State. He earned his Bachelor of Science degree in Engineering from Clemson University.

Initial recommendations for expansion or renovation of the System are made by the Assistant City Manager of Columbia Water. The recommendations are then reviewed by the City Manager and submitted to the City Council for

review and approval as part of the budget process. Increases in rates for the System must be reviewed and adopted by the City Council prior to going into effect.

Service Area

The service area of the Waterworks System includes all of the City of Columbia, portions of the County and Lexington County, as well as the City of Forest Acres, the Towns of Arcadia Lakes, Chapin and Irmo, and the Fort Jackson Military Reservation (“Fort Jackson”). The service area of the Sanitary Sewer System includes all of the City of Columbia and portions of the County, including Fort Jackson, and portions of Lexington County and the City of West Columbia. The entire System covers approximately 320 square miles with a population of approximately 410,000 persons living within that area. The population in the overall service area of the System has generally been increasing since the 1950s due in large measure to the growth of the service area of the System outside of the City.

The City has exclusive rights to provide water and sewer services within the City limits and non-exclusive rights outside of the City limits. Both the County and Lexington County have the legal authority to provide water and sewer service within the unincorporated areas of those counties not presently served by municipalities or special purpose districts, but each has only provided services on a limited basis. The County currently provides water or sewer services only in small, isolated areas. Lexington County and several municipalities in Lexington County formed the Joint Municipal Water and Sewer Commission (“JMWSC”) for the purpose of providing water and sewer services on an integrated, county-wide basis, but it is the City’s understanding that neither JMWSC nor Lexington County intend to provide water or sewer services in unincorporated areas of Lexington County already being served by the City. Several municipalities in the County and Lexington County currently provide water and/or sewer services to residents within those municipalities. One large special purpose district, East Richland County Public Service District, provides sewer services to a portion of the County (including certain of the incorporated municipalities therein, e.g., the City of Forest Acres and the Town of Arcadia Lakes).

Service to areas outside of the City limits currently accounts for approximately 76% of the revenues of the Waterworks System and 57% of the revenues of the Sanitary Sewer System of the City. The average water rates for customers outside the City are approximately 1.7 times higher than the average rates for customers inside the City and the average sewer rates for customers outside the City are approximately 1.7 times higher than the average rates for customers inside the City. Because the City already has an extensive water and sewer system in place in large areas of both Richland and Lexington Counties, and because it can offer services to prospective new customers at competitive rates, the City believes that it can continue enlarging the size of its service area in the unincorporated areas of Richland and Lexington Counties.

Ten Largest Customers

The following table sets forth the ten largest water and sewer customers for Fiscal Year 2023 by total revenue.

<u>Company</u>	<u>No. of Meters</u>	<u>Consumption (100 gallons)</u>	<u>Water Revenue</u>	<u>Sewer Revenue</u>	<u>Total Revenue</u>
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TOTAL

† Aggregate customers (accounts grouped by name)

Impact of Weather Event

In early October of 2015, the City experienced an unprecedented rain event involving 20-24 inches of rainfall (“Rain Event”), which resulted in significant flooding throughout the City. Multiple sewer and water lines ruptured or broke and the City experienced a 60-foot wide breach in the Columbia Canal, which the City uses to provide water for one of its water treatment facilities. Federal disaster aid was made available to the State to supplement State, County, and local recovery efforts in the City and surrounding areas affected by the severe storms and flooding.

Following the Rain Event, the City identified 189 repair projects (175 of which were specifically related to the System), not inclusive of the Columbia Canal repairs. The City has materially completed substantially all of the repair projects, except for a few minor projects, pending permitting. The City expended \$19,651,532 from cash on hand on the non-Columbia Canal related repair projects. The City has received approximately \$15,908,705 in reimbursements for non-Columbia Canal related repair projects and other requests for reimbursement are under review by FEMA. The City cannot guarantee whether all expenditures on the non-Columbia Canal related repair projects will qualify for FEMA reimbursement.

The City estimates that the cost of repairs and mitigation to the Columbia Canal could be up to \$100,000,000. Such repairs and mitigation efforts are presently anticipated to include restoration, replacement or rehabilitation of the embankment, head gates, and hydro-electric plant, and the construction of a secondary water supply which the City believes is necessary to provide a more stable water supply and reduce the hazard level of the Columbia Canal.

The City reached an agreement with FEMA to receive approximately \$42 million from FEMA related to the repair to the Columbia Canal. The City has sought and is continuing to seek separate federal funding sources for repair and mitigation projects not covered under the scope of the agreement with FEMA. The City has received approval for an approximately \$8 million Community Development Block Grant-Mitigation Action Plan to fund construction for the replacement of the head gates and was awarded a Building Resilient Infrastructure and Communities FEMA grant to pay for approximately 75% of the \$45 million in estimated costs of constructing a secondary water supply. The City expects that it will complete all repairs and mitigation efforts stemming from the Rain Event by 2025.

Without regard to other potential long-term mitigation improvements, and assuming all relevant levels of reimbursement, the City estimates the impact of the Rain Event on the City’s net position 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.

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 from Dominion Energy South Carolina, Inc. (“Dominion South Carolina”) to draw up to 100 million gallons per day (“MGD”) of raw water from Lake Murray. The term of this contract is coterminous with Dominion South Carolina’s license to operate a hydro station on Lake Murray.

The City owns the Columbia Hydro Station and the Columbia Canal. The water treatment plant located on the Columbia Canal (the “Canal Plant”) generally serves the area south of Interstate 20 and east of the Broad River. The Canal Plant was originally constructed in 1906 and has undergone multiple expansions. Those expansions include a major building renovation and filter upgrade completed in 1998 and raw water and finished water pumping expansions completed in 2013. Additionally, improvements and modernization of the finished water pumping and storage at the Canal Plant was completed in 2021 and rehabilitation of existing filters is ongoing.

The Canal Plant has a total raw water pumping capacity of 125 MGD with a sustained raw water pumping capacity of 85 MGD. 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 water treatment plant on Lake Murray (the “Lake Murray Plant”), constructed in 1983, has a raw water pumping capacity of 105 MGD. The Lake Murray Plant was expanded in 2006 to increase finished water pumping capacity from 40 MGD to 105 MGD and water treatment capacity from 30 MGD to 75 MGD. Additionally, improvements and modernization of pumping and solids handling equipment was completed in 2017 and rehabilitation of existing filters at the Lake Murray

Plant is ongoing. 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 with a maximum demand of 55 MGD.

The City believes that the water sources provided by the Broad River and Lake Murray are adequate to provide ample water to meet the current and foreseeable needs of the System, and that the Canal 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 30 years.

Approximately 2,400 miles of predominantly ductile iron and PVC pipelines, ranging in size from 4-inch to 64-inch diameters, comprise the Waterworks System's distribution network. The City places considerable emphasis on replacing smaller and deteriorated water mains and installing additional fire hydrants for optimal fire protection, the costs of which are paid from System Revenues and from the proceeds of revenue bonds of the System. The City maintains two 3-MG storage reservoirs for finished water at the Canal Plant, two 5-MG storage reservoirs at the Lake Murray Plant and 22 other storage tanks with an aggregate storage capacity of 44 MG.

The City owns all of the pipes, storage tanks, pumping stations and water treatment facilities that it uses to distribute water to customers. The pipes and all other parts of the water delivery system are expected to have at least a 75-year useful life. Existing pipes are typically installed in rights-of-way owned by the City, the County or Lexington County or the State, with new lines being placed in exclusive easements when possible. The City owns in fee simple the land on which the Canal 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 11% 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 Ended			
<u>June 30</u>	<u>In-City</u>	<u>Out-of-City</u>	<u>Total</u>
2014	40,896	99,113	140,009
2015	40,530	99,506	140,036
2016	41,133	99,837	140,970
2017	41,741	101,576	143,317
2018	42,279	103,025	145,304
2019	42,262	102,839	145,465
2020	44,261	106,762	151,023
2021	45,963	113,261	159,224
2022	46,875	112,328	159,203
2023			

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 first 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, an approximately 15% rate increase went into effect for water service provided to Fort Jackson. The rates provided under the February 2011 contract, which had an effective date through June 2021, will continue until the City and Fort Jackson renegotiate a new rate agreement. The City plans to initiate negotiations with Fort Jackson to reset the rates under the February 2011 contract.

Under the City's contract with Chapin, which was first entered into in 1988, the City acquired a portion of Chapin's water system and received exclusive rights to furnish bulk water to Chapin. Chapin customers are charged the standard Out-of-City rates. The City's current wholesale supply agreement with Chapin was entered into in 1999 and had a 15-year term.

Pursuant to the terms of the contract, the City will supply water to Chapin on a month to month basis until a new agreement is renegotiated.

The City's contract with Winnsboro is also a bulk water supply agreement, pursuant to which Winnsboro customers pay the City's standard Out-of-City rate. The term of the City's agreement with Winnsboro expired in 2018. The agreement includes a five (5) year extension for which the City plans to initiate negotiations in the near future.

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 (the "Sanitary Sewer System") consists of over 1,000 miles of sewer lines ranging in diameter from 4 inches to 60 inches, 55 sewage lift stations and a central treatment facility known as the Metro WWTP. The Metro WWTP, a biological oxidation extended aeration treatment facility located on the Congaree River three miles south of the City, was originally constructed in 1970 and expanded in 1982 to 40 MGD and again in 1998 to 60 MGD. Currently the average daily flow to the Metro WWTP is about 34 MGD. Nearly five percent of the flow to the Metro WWTP is industrial. The City expects that the Metro WWTP, as expanded and upgraded, will be adequate to provide sewage treatment for the Sanitary Sewer System through the year 2060.

The City owns all of the sewer lines, lift stations and treatment facilities of the Sanitary Sewer System. The sewer lines are expected to have at least a 50-75 year useful life, with proper maintenance. The sewage lift stations are being rehabilitated as needed and are on a maintenance schedule, and most stations are expected to have a useful life of at least 15 years at construction or after rehabilitation is completed. Sewer lines are typically installed in easements or in rights-of-way owned by the City, Richland or Lexington County or the State, with new lines being placed in exclusive easements when possible. The City owns in fee simple the land on which the Metro WWTP and many of the sewage lift station sites are located.

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 table below shows the number of customers of the Sanitary Sewer System over the past ten fiscal years.

Number of Billed Customers on Sanitary Sewer System

<u>Fiscal Year Ended June 30</u>	<u>In-City</u>	<u>Out-of-City</u>	<u>Total</u>
2014	33,182	27,057	60,239
2015	32,704	26,972	59,676
2016	33,508	27,269	60,777
2017	33,803	27,549	61,352
2018	34,105	28,012	62,117
2019	34,279	28,406	62,685
2020	34,511	28,047	62,558
2021	35,480	27,903	63,383
2022	36,646	28,450	65,097
2023			

Special Contracts

The City entered into an agreement with the City of West Columbia (“West Columbia”) in 1975 and with Fort Jackson in 1967 relating to the provision of sewer services and the maintenance of components of the Sanitary Sewer System. 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. The Amended and Restated Agreement has a 30 year term with optional 5 year extensions.

The current agreement with Fort Jackson was entered into in 1987 and does not have a termination date.

The City entered into an agreement with Blue Granite (formerly Carolina Water Service) regarding sanitary sewer service for their Friarsgate system. The City provides treatment of their sanitary sewer at a monthly fee based on the metered sewer discharged to the Sanitary Sewer System. This agreement was signed in 2018 and has a 25-year term with the option for two 10-year renewals.

The City entered into an agreement with Richland County regarding sanitary sewer service for the Lower Richland area sewer system. The City provides treatment of the sanitary sewer at a monthly fee per Equivalent Residential Unit served. This agreement was signed in 2019 with a four (4) year term and may be extended for additional terms.

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, 2023.

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*” and “– *Permits and Ordinances*.”

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 current rates, effective July 1, 2023, 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 \$[] and for a residential Out-of-City user with similar water usage is \$[]. 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.” The City works with a rate consultant which provides recommendations to the City with respect to the timing and amount of rate increases. Administration considers the recommendation from the rate consultant along with the annual budget of the System and other anticipated capital expenditures before presenting a rate recommendation to City Council for its consideration.

Water RatesMonthly Water Service Rates

<u>Meter Size</u>	<u>In-City</u>	<u>Out-of-City</u>
5/8"	\$ 8.96	\$ 15.23
1"	14.95	25.42
1 ½"	22.40	38.08
2"	35.83	60.92
3"	71.68	121.84
4"	111.98	190.38
6"	224.25	381.21
8"	358.35	609.20
10"	711.51	1,209.57

Additional Water Rates(per 100 cubic feet after first 300 cubic feet used)

	<u>Residential</u>		<u>Commercial</u>		<u>Irrigation</u>	
	<u>In-City</u>	<u>Out-of-City</u>	<u>In-City</u>	<u>Out-of-City</u>	<u>In-City</u>	<u>Out-of-City</u>
Next 9,700	\$ 3.21	\$ 5.47	\$ 3.06	\$ 5.20	\$ 5.47	\$ 9.29
Next 90,000	3.06	5.20	2.89	4.90	5.20	8.84
Over 100,000	2.90	4.90	2.70	4.61	4.90	8.36

Base Sewer ChargesMonthly Sewer Service Charges

<u>Meter Size</u>	<u>In-City</u>	<u>Out-of-City</u>
5/8"	\$ 8.96	\$ 15.23
1"	8.96	15.23
1 ½"	8.96	15.23
2"	14.33	24.36
3"	28.67	48.72
4"	44.79	76.14
6"	89.59	152.30
8"	143.61	243.67
10"	223.98	380.75

Sewer Service Rates(per 100 cubic feet of water used)

<u>In-City</u>	<u>Out-of-City</u>
\$4.65	\$7.92

Maximum sewer service rates on single-family residences during the months of April through October are based on an assumed usage 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

In addition to the City, the following entities provide water service in the Columbia MSA: JMWSC, Blue Granite Water Company, Midlands Utility Company, the City of West Columbia, the City of Cayce, and the Town of Lexington. The chart below compares current average monthly water bills for each of the three largest providers of water service.

<u>Provider</u>	<u>Average Monthly Water Bill[†]</u>	
	(In-City)	(Out-of-City)
City of Columbia	\$ []	\$ []
City of West Columbia	[]	[]
City of Cayce	[]	[]

[†] 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 for a ¾-inch meter to \$8,490.00 for a 2-inch meter and a connection fee that ranges from \$3,161.00 to \$8,279.00 for meters that are 4 inches and above. The City charges new customers to the Sanitary Sewer System a tap fee of \$300 (Developer Install) or \$1,300.00 (City Install) for each tap. Water and sewer tap fees generated a total of \$[] (unaudited) in revenues for the System in Fiscal Year 2023.

Sewer Capacity Fee

The City began charging new customers of the Sanitary Sewer System a sewer capacity fee on October 1, 1987. The fee is intended to provide an additional source of moneys for upgrading and expansion of the Metro WWTP. The current standard sewer capacity fee is \$2,640 per new or expanding capacity customer. However, special reduced fees are available for customers utilizing greater than 300,000 gallons per day or for redeveloped properties accompanying a change in use. Sanitary Sewer System sewer capacity fees generated a total of \$[] (unaudited) in revenues in Fiscal Year 2023.

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. Customers must pay a \$40 fee to have services reconnected.

Capital Expenditures

The City has historically expanded and improved the System primarily with proceeds of revenue bonds and Revenues of the System. During Fiscal Year 2019 through Fiscal Year 2023, the City expended approximately \$[] for System expansion and improvement, including approximately \$[] expended in Fiscal Year 2023. The following table shows the amounts expended from proceeds of revenue bonds and System Revenues for capital improvements to the System, including cash-funded projects that fall outside the City's Capital Improvements Program, undertaken during Fiscal Year 2019 through Fiscal Year 2023.

Capital Improvements Undertaken

<u>Fiscal Year</u> <u>Ended June 30</u>	<u>Capital Improvements</u> <u>Financed with Bond Proceeds</u>	<u>Capital Improvements</u> <u>Financed with System Revenues</u>	<u>Total Capital Improvements</u>
2019	\$ 73,584,430	\$ 5,520,004	\$ 79,104,434
2020	68,480,783	3,274,366	71,755,149
2021	70,077,777	4,565,554	74,643,331
2022	55,197,270	17,209,816	72,407,086
2023	[]	[]	[]
TOTAL	\$[]	\$[]	\$[]

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 five-year period from Fiscal Year 2024 through Fiscal Year 2028. Under the current Capital Improvement Program, the City anticipates capital expenditures of approximately \$93 million in Fiscal Year 2024 and \$[] million in each subsequent fiscal year through Fiscal Year 2028. As the City nears

completion of the issues identified in the Consent Decree, anticipated capital expenditures will move from approximately two-thirds devoted to the Sanitary Sewer System and the remaining one-third devoted to the Waterworks System to a more even split between the two System components. The improvements made to the System under the Capital Improvements Program are expected to include engineering, storage tanks, water plant additions, increased sewer capacity, lines, pump stations, easements and land.

The City expects to fund the Capital Improvements Program with, among other sources, Revenues of the System (including capital payments from 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 100% of the Fiscal Year 2023 and 47% of the Fiscal Year 2024 annual capital expenditures for the Capital Improvements Program are estimated to be funded from System Revenues (including capital payments from West Columbia) and State and Federal grants, but in subsequent fiscal years are anticipated be in the range of 25-30%. Proceeds of the Series 2023 Bonds will be used [to fund new capital expenditures originally budgeted for Fiscal Year 2023 of the Capital Improvements Program and will not be funded from System Revenues.]

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 (the “EPA”) and DHEC, and the requirements and conditions of all permits required to operate the System are in order. The City currently has the following permits in effect:

<u>Permit</u>	<u>Effective Date</u>	<u>Expiration Date</u>	<u>Description</u>
DHEC Wastewater NPDES Permit #SC0020940 (“NPDES Permit”)	June 1, 2018	May 31, 2023 [†]	Authorization to discharge treated effluent in accordance with the National Pollutant Discharge Elimination System (the “NPDES”) into the Congaree River
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)

[†] Pursuant to applicable regulations, the NPDES Permit will remain in effect beyond May 31, 2023, upon the submittal of an application for renewal of the NPDES Permit on or before December 2, 2022.

The City has had a Wastewater Services Ordinance in place since March 19, 1974. Revisions to this ordinance are periodically made to reflect changes in federal, State and local standards. The City has operated an Industrial Pretreatment Program pursuant to the Federal General Pretreatment Regulations and approved by DHEC since October 1, 1984. The City

includes West Columbia under this program pursuant to an inter-jurisdictional agreement executed January 8, 1986. Nine categorical and eight 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 May 26, 2022.

EPA and DHEC Actions

On September 9, 2013, after a lengthy period of negotiations among the City, the EPA, the U.S. Department of Justice (the “DOJ”) and DHEC, the EPA, the DOJ and DHEC lodged a Consent Decree (the “Consent Decree”) with the U.S. District Court for the District of South Carolina (the “District Court”), in which the City agreed to settle allegations by the EPA, the DOJ and DHEC regarding the numerous alleged violations by the City of the Clean Water Act, including the frequent occurrence of sanitary sewer overflows from the Sanitary Sewer System over a specified time period (the “CWA 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 (the “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, Smith Branch, and Gills Creek. The City has completed the SEP required under the Consent Decree. With respect to capital improvements to be implemented under the Consent Decree, the City anticipates total remaining expenditures of approximately \$500,000,000 will be required over a period of approximately eight years in order to complete 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 the Rain 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.

On April 7, 2020, the City notified the DOJ, the EPA and DHEC of another *force majeure* event having occurred as a result of the COVID-19 pandemic. The City provided an interim report on February 2, 2021, providing additional details and identifying certain deadlines in the Consent Decree for which additional time may be needed.

As a result of the final Consent Decree, the City may be liable for 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, as modified, 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.

On May 2, 2018, DHEC reissued the NPDES Permit, effective June 1, 2018, with an expiration date of May 31, 2023. As required by the terms of the NPDES Permit and applicable regulations, the City submitted its application for renewal of the NPDES Permit on [].

Pension Obligations

Retirement Plan

The South Carolina Retirement Systems (the “Systems”), as administered by the South Carolina Public Employees Benefit Authority (the “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 (the “SCRS”) or the Police Officers Retirement System (the “PORS”) plans, unless the employee has elected to participate in the Optional Retirement Program (the “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 2023, the City made contributions to the SCRS of \$[] and to the PORS of \$[], which amounts equaled the statutorily required contributions to SCRS and PORS.

City employees eligible for participation in the SCRS may choose to participate in the ORP, which is a defined contribution plan in which participants direct the investments of their funds in a plan administered by one of four investment providers. The Systems assume no liability for the ORP benefits and for this reason the ORP is not considered part of the retirement systems for financial statement purposes. Contributions to the ORP are set at the same rates as the SCRS. To participate in the ORP, participants must irrevocably waive participation in the SCRS.

Additionally, the Authority issues its own Annual Comprehensive Financial Report for the Systems (the “Report”). A copy of the Report for Fiscal Year 2022, may be found at https://www.peba.sc.gov/sites/default/files/acfr_2022.pdf (which is not intended to be an active hyperlink and is not incorporated by reference herein). Information for the Systems is also included in the Annual Comprehensive Financial Report for the State (the “State Report”). A copy of the State Report may be found at <https://cg.sc.gov/financial-reports/annual-comprehensive-financial-reports-acfrs/fy-2021-2022> (which is not intended to be an active hyperlink and is not incorporated by reference herein).

Plan Contributions

Contributions to the SCRS and PORS for both employers and employees are statutorily determined through fiscal year ending June 30, 2027. Contribution rates through fiscal year ending June 30, 2027 are as follows:

	SCRS		PORS	
<u>Fiscal Year</u>	<u>Employer Contribution</u>	<u>Employee Contribution</u>	<u>Employer Contribution</u>	<u>Employee Contribution</u>
2022-2023	17.56%	9.00%	20.24%	9.75%
2023-2027	18.56	9.00	21.24	9.75

NOTE: Act 135 of 2020 of the General Assembly suspended the annual increase in the employer contribution rate for the SCRS and PORS for Fiscal Year 2021 as required by statute. Instead, the employer contribution percentages for Fiscal Year 2021, previously set by statute at 16.56% for the SCRS and 19.24% for the PORS, remained at the same rates imposed for Fiscal Year 2020 (i.e. 15.56% for SCRS and 18.24% for PORS). In each year since, including for employer contributions for Fiscal Year 2023, the General Assembly has suspended the statutory increase in the employer contributions for SCRS and PORS and instead increased the employer contribution by one percent over the prior fiscal year. It is unknown whether the General Assembly will continue to suspend the increase in employer contribution as set forth in the statute in future fiscal years.

Following fiscal year ending June 30, 2027, the Board of Directors of the Authority (the “Authority Board”) may set the contribution rates of participating employers; however, 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 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 if an actuarial valuation of the SCRS and PORS shows a funded ratio of at least 85% and any decrease would not decrease the funded ratio below 85%. Any decrease by the Authority Board to employer and employee contributions must be made in equal amounts.

Employer contribution rates may 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 amortization schedule for the unfunded actuarial accrued liabilities of the SCRS and PORS as set forth below. Increases to employer contribution rates to meet the funding period set forth below may be made without limitation.

The unfunded actuarial accrued liability of the SCRS and PORS are determined by an annual actuarial valuation:

<u>Fiscal Year</u>	<u>Funding Period</u>
2023-2024	24 years
2024-2025	23 years
2025-2026	22 years
2026-2027	21 years
2027 and after	20 years

Reporting Plan Liability

In accordance with the GASB Statement No. 68, the City reports its proportionate share of the overall Net Pension Liability of the Systems – which represents the difference between the total cost of the Systems’ expected future benefits to be paid and the value of assets on hand to cover the benefits – in its financial statements. For Fiscal Year 2023, the City reported its proportionate share of SCRS and PORS Net Pension Liability as \$[] and \$[], respectively, or []% and [] % of the total net pension liability.

Other Post-Employment Benefits

The City provides other post-employment benefits (“OPEB”) through its single-employer defined dollar benefit plan, The City of Columbia Post-retirement Healthcare Benefit Program. The City administers the plan and provides healthcare benefits for eligible retirees and their spouses. By ordinance, City Council is vested with the authority to establish and amend benefit terms and financing requirements.

The City budgets and pays for OPEB related expenses on a pay-as-you-go basis. In addition, the City maintains an unrestricted account (the “OPEB Account”) that is intended, but is not limited, as a reserve for OPEB expenses. Pursuant to an Ordinance enacted by the City Council on December 1, 2020, the City authorized the use of funds in the OPEB Account to finance the acquisition, construction and equipping of two City-owned parking structures (including land acquisition costs, if any) (collectively, Garage 1), with a total cost of \$[]. The City intends to repay the OPEB Account, including an annual return of 1.5%, in the fiscal year ending June 30, 2030, from either the proceeds of an issuance of parking system revenue bonds or the available net revenues of the City’s parking system.

Pursuant to an Ordinance enacted by the City Council on July 20, 2021, the City authorized the use of funds in the OPEB Account to finance the acquisition, construction and equipping of a City-owned parking garage (including land acquisition costs, if any) (Garage 2), with a total cost of \$[]. The City intends to repay the OPEB Account, including an annual return of 1.5%, in the fiscal year ending June 30, 2031, from either the proceeds of an issuance of parking system revenue bonds or the available net revenues of the City’s parking system.

In accordance with GASB Statement No. 75, the City’s OPEB liability is now calculated based on the City’s total unfunded OPEB liability. As of June 30, 2023, the estimated total OPEB liability of the City was \$[]. The City anticipates the unfunded OPEB liability to increase, but is unable to provide an estimated increase.

Liability Insurance

Subject to specific immunity set forth in the South Carolina Tort Claims Act, the City, like other local governments, is liable for damages not to exceed \$300,000 per incident/person and \$600,000 per occurrence/aggregate for torts. There are no limits in actual damages for recoveries under 42 U.S.C. § 1983. No punitive or exemplary damages are permitted under the South Carolina Tort Claims Act or the Federal Civil Rights Act. The City currently self-insures against tort liability under the South Carolina Tort Claims Act.

CERTAIN INVESTMENT CONSIDERATIONS

The following discussion is intended only as a summary of certain pertinent risk factors relating to an investment in the Series 2023 Bonds. This summary is not intended to be an exclusive summary of factors to be considered in connection with making an investment in the Series 2023 Bonds. *In order for potential investors to identify risk factors and make an informed investment decision, they should thoroughly review this entire Official Statement and the appendices hereto and confer with their own tax and financial advisors when considering a purchase of the Series 2023 Bonds.*

Global Pandemics

The COVID-19 pandemic has altered the behavior of businesses, government and people. The resulting and continued impact of any past or future pandemic on the City, the System, its operations, and the local, regional, national and international economies cannot be quantified or forecasted due to the uncertainties relating to its continued duration and severity, as well as what further actions may be taken by governmental authorities, businesses and institutions to respond to the impact.

Global Pandemics may have an impact on the financial performance of the System in the future, and the sources of revenues utilized by the System, but the extent of those impacts cannot be predicted. Data presented in this Official Statement regarding revenues received by the System in prior fiscal years should not be relied upon as a projection of

revenues to be received by the System in the present and future fiscal years. This Official Statement presents historical data, which may not be indicative of near-term trends. Investors should exercise caution when relying on such information.

Cyber Security

The City, like many other large public and private entities, relies on a large and complex technology environment to conduct its operations and faces multiple cybersecurity threats including, but not limited to, hacking, phishing, viruses, malware and other attacks on its computing and other digital networks and systems (collectively, “Systems Technology”). As a recipient and provider of personal, private, or sensitive information, the City may be the target of cybersecurity incidents that could result in adverse consequences to the City and its Systems Technology, requiring a response action to mitigate the consequences.

Cybersecurity incidents could result from unintentional events, or from deliberate attacks by unauthorized entities or individuals attempting to gain access to the City’s Systems Technology for the purposes of misappropriating assets or information or causing operational disruption and damage. To mitigate the risk of business operations impact and/or damage from cybersecurity incidents or cyber-attacks, the City invests in multiple forms of cybersecurity and operational safeguards. In particular, the City maintains a firewall between the City’s network and the network that supports the System.

The City employs a full time employee dedicated to network security. While the City’s cybersecurity and operational safeguards are periodically tested, no assurances can be given by the City that such measures will ensure against other cybersecurity threats and attacks. Cybersecurity breaches could cause material disruption to the City’s finances or operations. The costs of remedying any such damage or obtaining insurance related thereto, or protecting against future attacks could be substantial, and insurance (if any can be obtained) may not be adequate to cover such losses or other resultant City costs and expenses. Further, cybersecurity breaches could expose the City to material litigation, liability under laws that protect the privacy of personal information, regulatory penalties and other legal risks, which could cause the City to incur material costs in connection therewith.

Climate Change

The State is susceptible to the effects of extreme weather events and natural disasters, including floods, droughts and hurricanes, which could result in negative economic impacts on communities like the City. These effects may be amplified by a prolonged global temperature increase over the next several decades (commonly referred to as “climate change”). The City continues to monitor the impact of climate change on the City and the System. The City has been impacted by one or more extreme weather events within the past five fiscal years. As a result of the impact of such extreme weather events, the City has implemented and is implementing improvements to provide a more stable water supply and potentially reduce the impact of a future extreme weather event. See “THE CITY AND THE SYSTEM - Impact of Weather Event” above. However, no assurances can be given that a future extreme weather event driven by climate change will not adversely affect the operations of the City or the System.

INTEREST RATE SWAPS AND OTHER OBLIGATIONS

In September 2007, the City entered into an ISDA Master Agreement and an accompanying schedule (collectively, the “Master Agreement”) with JPMorgan Chase Bank, N.A. (in such capacity, the “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 (the “Series 2009 Swap”) to enable the City to synthetically hedge 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 such 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 2009 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 the 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 S&P Global Ratings ("S&P") or "Baa2" by Moody's Investors Service, Inc. ("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 S&P 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 [], 2023, 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 2009 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 Series 2023 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 Series 2023 Bonds may not be readily available or may be limited. The various legal opinions to be delivered concurrently with the delivery of the Series 2023 Bonds (including Co-Bond Counsel's approving opinions) will be qualified, as to the enforceability of the various legal instruments, by limitations imposed by bankruptcy, reorganization, insolvency or other similar laws affecting the rights of credits enacted before or after such delivery.

LEGAL MATTERS

Litigation

No litigation is pending or, to the knowledge of the City, threatened in writing in any court to restrain or enjoin the issuance or delivery of the Series 2023 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 Series 2023 Bonds or, in any way contesting or affecting the

validity of the Series 2023 Bonds, the General Ordinance or the Supplemental Ordinance, the power to collect, pay or receive the moneys with which to pay the Series 2023 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 Series 2023 Bonds are subject to the approval of the legality of issuance thereof by Burr & Forman LLP, Columbia, South Carolina, and Johnson, Toal & Battiste, P.A., Columbia, South Carolina, as Co-Bond Counsel. The proposed forms of the opinions of Co-Bond Counsel to be delivered when the Series 2023 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 Starkes Law Firm, LLC, 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, Starkes Law Firm, LLC, and Burr & Forman LLP have represented one or more of the Underwriters or Stifel, Nicolaus & Company, Inc., as counsel in financing transactions unrelated to the sale of the Series 2023 Bonds. Neither the City nor any of the Underwriters nor Stifel, Nicolaus & Company, Inc., 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 Series 2023 Bonds.

TAX EXEMPTION AND OTHER TAX MATTERS

Federal Tax Matters

Generally. In the opinion of Burr & Forman LLP, to be delivered on the date of issuance of the Series 2023 Bonds, under existing laws, regulations, rulings and judicial decisions and assuming the City’s continued compliance with certain covenants described below, interest on the Series 2023 Bonds is excludable from gross income of the recipients thereof for federal income tax purposes.

The Internal Revenue Code of 1986, as amended (the “Code”), including the Treasury Regulations promulgated thereunder, includes provisions that relate to tax-exempt obligations, such as the Series 2023 Bonds, including, among other things, permitted uses and investment of the proceeds of the Series 2023 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 Series 2023 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 Series 2023 Bonds from gross income for federal tax purposes. Failure of the City

to comply with the covenant could cause the interest on the Series 2023 Bonds to be taxable retroactively to the date of issuance.

Interest on the Series 2023 Bonds is not a specific preference item for purposes of the federal individual alternative minimum tax. The Inflation Reduction Act of 2022, H.R. 5376, includes an alternative minimum tax to be imposed on the “adjusted financial statement income” of “applicable corporations,” as each is defined therein, for tax years beginning after December 31, 2022. The interest on the Series 2023 Bonds may be included in the adjusted financial statement income of such applicable corporations for purposes of computing such alternative minimum tax.

Although Burr & Forman LLP is of the opinion that interest on the Series 2023 Bonds is excludable from gross income for federal income tax purposes, the accrual or receipt of interest on the Series 2023 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 Series 2023 Bonds should be aware that ownership of the Series 2023 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, taxpayers otherwise entitled to claim the earned income credit, taxpayers entitled to claim the refundable credit in Section 36B of the Code for coverage under a qualified health plan 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 Series 2023 Bonds. Burr & Forman LLP will not express any opinion as to such collateral tax consequences. Prospective purchasers of the Series 2023 Bonds should consult their tax advisors as to collateral federal income tax consequences.

Burr & Forman LLP 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 Series 2023 Bonds may affect the tax status of interest on the Series 2023 Bonds. In rendering its opinion, Burr & Forman LLP 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 Series 2023 Bonds and compliance by the City with certain covenants.

The opinion of Burr & Forman LLP is based on current legal authority, covers certain matters not directly addressed by such authorities, and represents Burr & Forman LLP’s judgment as to the proper treatment of the Series 2023 Bonds for federal income tax purposes. It is not binding on the Internal Revenue Service (the “IRS”) or the courts.

Current and future legislative proposals, if enacted into law, clarification of the Code or court decisions may cause interest on the Series 2023 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 Series 2023 Bonds and could also affect, perhaps significantly, the market price for, or marketability of, the Series 2023 Bonds. Prospective purchasers of the Series 2023 Bonds should consult their own tax advisors regarding any pending or proposed federal or state tax legislation, regulations or litigation, and regarding the impact of future legislation, regulations or litigation, as to which Burr & Forman LLP expresses no opinion.

The IRS has established an ongoing program to audit tax-exempt obligations to determine whether interest on such obligations is includable in gross income for federal income tax purposes. Burr & Forman LLP cannot predict whether the IRS will commence an audit of the Series 2023 Bonds. Burr & Forman LLP’s engagement with respect to the Series 2023 Bonds ends with the issuance of the Series 2023 Bonds, and, unless separately engaged, Burr & Forman LLP is not obligated to defend the City or owners of the Series 2023 Bonds regarding the tax-exempt status of the Series 2023 Bonds in the event of an audit by the IRS. Under current procedures, parties other than the City and its appointed counsel, including the Series 2023 Bond owners, would have little, if any, right to participate in the audit process. Moreover, because achieving judicial review in connection with an audit of tax-exempt bonds is difficult, obtaining an independent review of IRS positions with which the City legitimately disagrees, may not be practicable. Any action of the IRS, including but not limited to selection of the Series 2023 Bonds for audit, or the course or result of such audit, or an audit of bonds presenting similar tax issues may affect the market price for, or the marketability of, the Series 2023 Bonds, and may cause the City or the Series 2023 Bond owners to incur significant expense, regardless of the ultimate outcome.

[Original Issue Discount. Certain of the Series 2023 Bonds have been sold at initial public offering prices which are less than the amount payable at maturity (the “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 Series 2023 Bonds.

For this purpose, the issue price of a particular maturity of the Series 2023 Bonds is the first price at which a substantial amount of such maturity is sold to the public (excluding bond houses, brokers, or other similar persons or organizations acting in the capacity of underwriters, placement agents or wholesalers). The original issue discount with respect to any maturity of the Series 2023 Bonds accrues daily over the term to maturity of such Series 2023 Bonds on the basis of a constant interest rate compounded semi-annually (with straight-line interpolations between compounding dates). The accruing original issue discount is added to the adjusted basis of such Series 2023 Bonds to determine taxable gain or loss upon disposition (including sale, redemption, or payment on maturity) of such Series 2023 Bonds.

Owners who may acquire Series 2023 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 Series 2023 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 Series 2023 Bonds have been sold at initial public offering prices which are greater than the amount payable at maturity (the “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 Series 2023 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 Series 2023 Bonds.]

Information Reporting and Backup Withholding. Interest paid on the Series 2023 Bonds is subject to information reporting in a manner similar to interest paid on taxable obligations. Backup withholding may be imposed on payments to any owner of the Series 2023 Bonds who fails to provide certain required information and who is not an exempt person. The reporting requirement does not in and of itself affect or alter the excludability of interest on the Series 2023 Bonds from gross income for federal income tax purposes or any other federal tax consequence of purchasing, holding or selling federally tax-exempt obligations.

Backup withholding is not an additional tax. Any amounts withheld under the backup withholding rules will be allowed as a refund or credit against a holder’s U.S. federal income tax liability provided the required information is furnished by such holder to the IRS in a timely manner.

State Tax Law Matters

Burr & Forman LLP is of the opinion that under present laws of the State, interest on the Series 2023 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 Series 2023 Bonds will be included in such computations.

FINANCIAL ADVISOR

Stifel, Nicolaus & Company, Inc., Columbia, South Carolina, has served as Financial Advisor to the City in connection with the offer and sale of the Series 2023 Bonds. As such, it has participated in the preparation of and review of the various financing documents related to the Series 2023 Bonds. The Financial Advisor will be paid from the proceeds of the Series 2023 Bonds.

CONTINUING DISCLOSURE

To the extent required by Rule 15c2-12 promulgated by the SEC (the “Rule”), the City, through a written agreement or contract for the benefit of registered owners and the Beneficial Owners of the Series 2023 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 Fiscal Year 2023 (the “Annual Report”). The form of that written agreement, the Disclosure Dissemination Agent Agreement (the “Continuing Disclosure Agreement”), entered into by the City with Digital Assurance Certification, L.L.C. (“DAC”) in connection with the issuance of the Series 2023 Bonds, 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. These covenants have been made in order to assist the original purchasers of the Series 2023 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 Series 2023 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 Series 2023 Bonds (including persons holding Series 2023 Bonds through nominees, depositories or other intermediaries), or (b) is treated as the owner of any Series 2023 Bonds for federal income tax purposes. If any person seeks to cause the City to comply with its continuing disclosure obligations under the Continuing Disclosure Agreement, it is the responsibility of such person to demonstrate that it is a “Holder” within the meaning of the Continuing Disclosure Agreement.

For Fiscal Year 2018, the City timely filed its Annual Report on January 25, 2019. For Fiscal Year 2019, the City timely filed its Annual Report on January 24, 2020, which initially included the City’s unaudited financial statements but was updated on February 26, 2020, once the City’s audit became available. For Fiscal Year 2020, the City timely filed its Annual Report on January 25, 2021. For Fiscal Year 2021, the City timely filed its Annual Report on January 25, 2022, which initially included the City’s unaudited financial statements but was updated on February 3, 2022, once the City’s audit became available. For Fiscal Year 2022, the City timely filed its Annual Report on January 26, 2023.

In recent years there have been numerous rating actions reported by Moody’s and 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’s policy when it learns of incomplete or late filings is to take remedial action and provide this information immediately. In addition, the City has taken and is continuing to take certain steps to help identify and report events which may trigger continuing disclosure obligations pursuant to the Rule, including but not limited to, (1) increased education (including periodic training) and awareness by the City’s finance staff of the importance of the Rule and continuing disclosure requirements provided thereby; (2) adoption of written policies and procedures related to continuing disclosure and the assignment by the City of its most senior finance staff member with responsibility for continuing disclosure; and (3) the City’s review of potential market changes that might relate to the City’s continuing disclosure requirements and engagement of advisors to help alert the City and its disclosure dissemination agent, DAC, to the same.

The City may modify from time to time, consistent with the Rule, the information provided to the extent necessary or appropriate in the judgment of the City, but: (1) any such modification may only be made in connection with a change in circumstances that arises from a change in legal requirements, change in law or change in the identity, nature or status of the City; (2) the information to be provided, as modified, would have complied with the requirements of the Rule as of the date of this Official Statement, after taking into account any amendments or interpretations of the Rule, as well as any changes in circumstances; and (3) any such modification does not materially impair the interest of the Holders or the beneficial owners, as determined by the nationally recognized bond counsel or by the approving vote of the Holders of a majority in principal amount of the Series 2023 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 Series 2023 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 when requested, 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.

RATINGS

Moody's and S&P have assigned the Series 2023 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: S&P Global Ratings, 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 Series 2023 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 Series 2023 Bonds.

UNDERWRITING

PNC Capital Markets LLC ("PNC") and Raymond James & Associates, Inc. ("Raymond James"), are acting as co-senior managing underwriters for the Series 2023 Bonds. Siebert Williams Shank & Co., LLC ("Siebert"), serves as co-manager on the Series 2023 Bonds.

PNC and PNC Bank, National Association are both wholly owned subsidiaries of PNC Financial Services Group, Inc. PNC is not a bank, but is a distinct legal entity from PNC Bank, National Association. PNC Bank, National Association has banking and financial relationships with the City.

The Series 2023 Bonds are being purchased for reoffering by PNC and Raymond James on behalf of themselves and as representative of Siebert, as underwriters (the "Underwriters").

The Underwriters have agreed, subject to certain conditions, to purchase the Series 2023 Bonds at a purchase price of \$[] (representing the par amount of the Series 2023 Bonds less an underwriter's discount of \$[], [plus][less][net] aggregate original issue [premium][discount] of \$[]).

The Underwriters may offer and sell the Series 2023 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 Series 2023 Bonds and the determinations of the City Council relating thereto are qualified in their entirety by reference to the definitive forms of the Series 2023 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, 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 Series 2023 Bonds is fully set forth in the Ordinance and neither any advertisement for the Series 2023 Bonds nor this Official Statement is to be construed as constituting an agreement with the holders of the Series 2023 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.

The delivery of this Official Statement and its use in connection with the sale of the Series 2023 Bonds has been duly authorized by the City.

CITY OF COLUMBIA, SOUTH CAROLINA

By: _____
Daniel J. Rickenmann
Mayor

APPENDIX A**A PORTION OF THE ANNUAL COMPREHENSIVE FINANCIAL REPORT
OF THE CITY FOR FISCAL YEAR ENDED JUNE 30, 2022**

APPENDIX B**SELECTED INFORMATION REGARDING THE CITY,
LEXINGTON COUNTY, RICHLAND COUNTY AND THE COLUMBIA MSA**

Population

The population estimates of the City, Lexington County, Richland County and the Columbia Metropolitan Statistical Area (the “Columbia MSA”) for the preceding three decades and the most current available year are set forth in the following table:

<u>Year</u>	<u>City</u>	<u>Lexington County</u>	<u>Richland County</u>	<u>Columbia MSA</u>
2000	116,278	216,014	320,677	647,158
2010	129,272	262,391	384,504	767,598
2020	136,632	293,991	416,147	829,472
2022 [†]	139,698	304,797	421,566	847,686

Source: U.S. Department of Commerce, Bureau of the Census

[†] Estimate as of July 1, 2022.

Per Capita Personal Income

The following table shows the per capita income in Lexington County, Richland County and the State for the past five calendar years for which information is available:

<u>Calendar Year</u>	<u>Lexington County</u>	<u>Richland County</u>	<u>State</u>
2017	\$47,040	\$44,064	\$42,758
2018	47,695	45,052	44,155
2019	49,874	47,123	46,681
2020	51,900	49,808	49,105
2021	55,304	52,980	52,467

Source: U.S. Department of Commerce; Bureau of Economic Analysis

Median Family Income

Estimated median family income statistics are available only as combined figures for the Columbia MSA made up of Lexington, Richland, Fairfield, Kershaw, Calhoun and Saluda counties. The median family income for the Columbia MSA for the last five fiscal years, for which information is available, are shown in the following table. Median family income figures for the State and United States are shown for comparison purposes.

<u>Fiscal Year Ended June 30</u>	<u>Columbia MSA</u>	<u>State</u>	<u>United States</u>
2018	\$69,900	\$62,500	\$71,900
2019	68,900	65,400	75,500
2020	72,600	66,300	78,500
2021	72,100	68,700	79,900
2022	83,300		

Source: U.S. Department of Housing and Urban Development, Office of Policy Development and Research

Retail Sales

The following table shows retail sales of businesses located in Lexington County, Richland County and the City for the last five fiscal years, for which information is available:

<u>Fiscal Year</u> <u>Ended June 30</u>	<u>Lexington</u> <u>County</u>	<u>Richland</u> <u>County</u>	<u>City</u>
2019	\$14,590,044,748	\$11,838,516,781	\$5,639,948,748
2020	14,323,325,617	11,847,239,102	5,719,209,775
2021	16,424,802,867	12,795,614,754	6,175,099,048
2022	18,798,111,717	13,780,784,000	6,931,960,613
2023	18,967,822,101	14,720,294,816	7,454,724,502

Source: South Carolina Department of Revenue

Unemployment Rates

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, are set forth in the following table:

<u>Calendar</u> <u>Year</u>	<u>City</u>	<u>Lexington</u> <u>County</u>	<u>Richland</u> <u>County</u>	<u>State</u>	<u>United</u> <u>States</u>
2018	3.8%	2.8%	3.4%	3.4%	3.9%
2019	3.1	2.3	2.7	2.8	3.7
2020	6.0	4.2	5.7	6.0	8.1
2021	4.3	3.0	4.1	3.9	5.3
2022	3.7	2.7	3.3	3.2	3.6

Source: U.S. Bureau of Labor Statistics

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, are set forth in the following table:

<u>Month</u>	<u>City</u>	<u>Lexington</u> <u>County</u>	<u>Richland</u> <u>County</u>	<u>State</u>	<u>United</u> <u>States</u>
October 2022	3.9%	2.6%	3.3%	3.3%	3.4%
November 2022	3.5	2.5	2.9	2.8	3.4
December 2022	3.2	2.5	2.9	3.0	3.3
January 2023	4.1	2.9	3.5	3.5	3.9
February 2023	4.2	3.2	3.6	3.7	3.9
March 2023	3.8	2.8	3.4	3.4	3.6
April 2023	2.9	2.0	2.5	2.4	3.1
May 2023	3.6	2.4	2.9	2.8	3.4
June 2023	4.2	3.0	3.6	3.5	3.8
July 2023					
August 2023					
September 2023 ^P					

^P Preliminary.

Source: U.S. Bureau of Labor Statistics

Construction Activity

The growth of the City is reflected in the following table showing the number of new commercial and residential units constructed in the City and the approximate cost of those units in the last five fiscal years, for which information is available:

Fiscal Year Ended <u>June 30</u>	<u>Commercial</u>		<u>Residential</u>	
	Number of <u>Units</u>	Estimated <u>Commercial Costs</u>	Number of <u>Units</u>	Estimated <u>Residential Costs</u>
2019	42	\$132,467,454	392	\$71,623,594
2020	42	117,310,047	457	81,301,467
2021 [†]	32	61,393,082	0	0
2022	38	56,037,385	1,949	313,207,085
2023				

[†] There were no new residential units in 2021 due to the COVID-19 pandemic. Once statewide and national restrictions were lifted and some regularity returned to the construction market, demand for residential units returned and is reflected in the number of permits issued in Fiscal Year 2022.

Source: City of Columbia, Planning and Development Services, Permits

Commerce and Industry

The City has a diverse economy driven by private-sector employers, State and federal government presence, and higher-educational institutions, the largest of which is the University of South Carolina.

Major Industrial Employers

The following table shows the ten largest industrial employers, located within the Columbia MSA, the type of business and their approximate number of employees:

<u>Name</u>	<u>Type of Business</u>	<u>Approximate Number of Employees</u>
Dominion Energy	Utility	3,066
Michelin North America Inc.	Tire manufacturing	2,240
Nephron Pharmaceuticals	Pharmaceuticals	2,014
Trane	Air conditioning	1,345
Westinghouse Electric Corp.	Nuclear fuel assemblies	1,093
Square D/Schneider Electric	Industrial electrical controls	800
Sylvamo	Wood and Paper Products	700
V.C. Summer Nuclear Plant	Alternative Energy	700
Harsco Track Technologies	Construction/energy	567
The State Media Co.	Newspaper	560

Source: Central SC Alliance

Major Non-Industrial Employers

The following table shows the ten largest non-industrial employers (other than the governmental entities described under “Government Employers” below), located within the Columbia MSA, the type of business and their approximate number of employees:

<u>Name</u>	<u>Type of Business</u>	<u>Approximate Number of Employees</u>
Prisma Health	Health Care	15,000
Blue Cross & Blue Shield of SC	Insurance	10,998
Lexington Medical Center	Healthcare	6,557
Walmart	Retail	5,800
Amazon	Distribution Center	2,684
AT&T	Telecommunications	2,100
MUSC Health Columbia	Healthcare	1,625
DORN VA Medical Center	Healthcare	1,457
UPS	Logistics, Distribution	1,329
Palmetto GBA	Finance & Insurance	1,300

Source: Central SC Alliance

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:

<u>Name</u>	<u>Approximate Number of Employees</u>
State of South Carolina	32,085
University of South Carolina	6,456
S.C. Department of Corrections	4,478
S.C. Department of Social Services	4,272
Richland County School District 1	4,265
S.C. Department of Mental Health	4,069
S.C. Department of Transportation	4,004
Lexington County School District 1	3,750
Richland County School District 2	3,654
S.C. Department of Health and Environmental Control	3,023

Source: Central SC Alliance

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. In addition, the Fort hosts a number of schools and training institutions that provided advance training to approximately 22,000 students on an annual basis. More than 3,500 active duty soldiers and their family members are assigned to the Fort.

The Fort, annexed into the City in October 1968, has a significant economic impact on the midlands area, contributing approximately \$2.4 billion to the local economy. In addition, approximately 250,000 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 over 1,000 buildings.

Commercial Development

The City has a number of vibrant corridors to include Downtown, the Vista and the Bull Street District. These areas are notable for attracting new businesses and residents, while offering a mix of commercial space, residential options, retail shops and a wide array of restaurants and nightlife.

Facilities and Infrastructure

Transportation

Interstate highways I-20, I-26 and I-77 and a network of U.S. and State highways traverse the Columbia MSA. Rail freight service is provided by CSX Transportation and Norfolk Southern Corporation. Rail passenger service is available through Amtrak. Nationwide freight service is available through approximately 50 motor freight lines regularly serving the area. Intercity bus service is provided by Greyhound Lines, Inc.

The Columbia Metropolitan Airport (the “Airport”) 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 airlines currently serving the Airport include American Airlines, Delta Air Lines and United Airlines. The major air cargo companies serving the Airport include Mountain Air Cargo, Martinaire, Air Cargo Carriers, Federal Express, United Parcel Service (“UPS”) and contracted carriers. The Airport is the site of UPS’s southeastern region Air/Ground Hub and Sortation Station for both its Next Day Air and Second Day Air package delivery services. The Jim Hamilton-L.B. Owens Airport, with a 5,011-foot x 75-foot runway and 400-foot stopway, is located in the southeast section of the City and is used by private and other small aircraft.

Medical and Health Services

Richland County is a regional health center with two federal facilities (Wm. Jennings Bryan Dorn VA Medical Center and Moncrief) and six primary acute care hospitals: Prisma Health Richland, Prisma Health Baptist, Prisma Health Baptist Parkridge, MUSC Health Columbia Medical Center Downtown, MUSC Health Columbia Medical Center Northeast, and Lexington Medical Center Northeast. In addition, there are five psychiatric hospitals and approximately 100 licensed nursing homes and community residential care facilities in the Columbia MSA.

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, 2023, there were [] branches of commercial banks and savings institutions in the Columbia MSA, with deposits at all financial institutions totaling \$[].

Utilities

Electricity for industrial, residential and commercial consumption is provided by Dominion Energy South Carolina, Tri-County Cooperative, Inc., and Mid-Carolina Electric Cooperative, Inc. Natural gas is provided by Dominion Energy South Carolina. Water and sewer service is provided by the City inside the City limits, as well as to portions of Richland and Lexington Counties.

Recreation

The City offers many opportunities for recreation and leisure activities, including Columbia Museum of Art, South Carolina State Museum, and EdVenture Children’s Museum. Local theatres include Koger Center for the Arts, Trustus Theatre and Town Theatre. Riverbanks Zoo & Garden, ranked among the top ten zoos in the nation.

Lake Murray, a 50,000-acre man-made lake with more than 500 miles of shoreline in Richland, Lexington, Saluda and Newberry counties, includes opportunities for fishing, camping, boating, sailing and skiing, as well as residential sites for single-family and multi-family development. Congaree National Park, offers more than 20,000 federally designated wilderness acres that visitors can explore by foot, kayak, or canoe.

Public Schools

The Columbia MSA is home to several large school districts, including School District No. 1 of Richland County, School District No. 2 of Richland County, and School District No. 5 of Lexington County and Richland County. The enrollment in these districts is approximately 68,000 students. All public schools are fully accredited and all teachers fully certified by the South Carolina Department of Education.

Higher Education

There are eight institutions of higher education in the Columbia MSA, the largest being the main campus of the University of South Carolina (“USC”) in the City. The table below lists these institutions and their Fall 2022 enrollments:

<u>College/University</u>	<u>Enrollment</u>
University of South Carolina (Columbia Campus)	35,485
Midlands Technical College	9,089
Columbia International University	2,478
Benedict College	1,789
Columbia College	1,494
Southern Wesleyan University	1,156
Allen University	657
South University	520

Source: South Carolina Commission on Higher Education

USC is the State’s flagship research university. The main campus is located centrally in the City and serves as an economic driver for the surrounding area through direct investments by USC and its Development Foundation. USC’s campus is home to the Colonial Life Arena – the largest arena in the State with 18,000 seats, the Strom Thurmond Wellness and Fitness Center, the Greek Village, the Alumni Center, and School of Law, and Innovista, a research campus comprised of the Arnold School of Public Health, the Darla Moore School of Business and two research complexes: Horizon Center and Discovery Plaza.

APPENDIX C

SUMMARY OF CERTAIN PROVISIONS OF THE ORDINANCE

SUMMARY OF CERTAIN PROVISIONS OF THE ORDINANCE

The following statements are brief summaries of certain provisions of the General Ordinance, the Eleventh Supplemental Ordinance and the Sixteenth Supplemental Ordinance (as such terms are defined in the front part of this Official Statement or herein, as the context would allow; such General Ordinance, Eleventh Supplemental Ordinance and Sixteenth Supplemental Ordinance are referenced herein as the “Ordinance”). These summaries do not purport to be complete, and reference is made to the Ordinance for a full and complete statement of such provisions. All capitalized terms not defined herein have the meanings ascribed thereto in the front part of this Official Statement or the Ordinance.

CERTAIN DEFINITIONS

“2009 Bonds” means the \$81,860,000 original principal amount Waterworks and Sewer System Revenue Bonds, Series 2009, dated September 2, 2009, of which \$80,785,000 principal amount is presently outstanding.

“2016 Bonds” means, collectively, the 2016A Bonds and the 2016B Bonds.

“2016A Bonds” means the \$63,325,000 original principal amount Waterworks and Sewer System Revenue Bonds, Series 2016A, dated December 8, 2016, of which \$28,750,000 principal amount is presently outstanding.

“2016B Bonds” means the \$146,710,000 original principal amount Waterworks and Sewer System Refunding Revenue Bonds, Series 2016B, dated December 8, 2016, of which \$139,715,000 principal amount is presently outstanding.

“2018 Bonds” means the \$87,340,000 original principal amount Waterworks and Sewer System Revenue Bonds, Series 2018, dated June 21, 2018, of which \$48,795,000 principal amount is presently outstanding.

“2019 Bonds” means, collectively, the 2019A Bonds, the 2019B Bonds and the 2019C Bonds.

“2019A Bonds” means the \$131,085,000 original principal amount Waterworks and Sewer System Revenue Bonds, Series 2019A, dated December 5, 2019, of which \$90,260,000 principal amount is presently outstanding.

“2019B Bonds” means the \$143,855,000 original principal amount Waterworks and Sewer System Refunding Revenue Bonds, Taxable Series 2019B, dated December 5, 2019, of which \$127,960,000 principal amount is presently outstanding.

“2019C Bonds” means the \$6,875,000 original principal amount Waterworks and Sewer System Refunding Revenue Bonds, Series 2019C, dated December 5, 2019, of which \$4,980,000 principal amount is presently outstanding.

“2021 Bonds” means, collectively, the 2021A Bonds and the 2021B Bonds.

“2021A Bonds” means the \$18,935,000 original principal amount Waterworks and Sewer System Revenue Bonds, Series 2021A, dated March 17, 2021, of which \$18,565,000 principal amount is presently outstanding.

“2021B Bonds” means the \$116,600,000 original principal amount Waterworks and Sewer System Refunding Revenue Bonds, Taxable Series 2021B, dated March 17, 2021, of which \$115,505,000 principal amount is presently outstanding.

“2022 Bonds” means the \$73,815,000 original principal amount Waterworks and Sewer System Revenue Bonds, Series 2023, dated December 8, 2022, all of which is presently outstanding.

“2023 Bonds” means the \$[PAR]* original principal amount Waterworks and Sewer System Revenue Bonds, Series 2023

“2023 Debt Service Fund” means the fund of that name established pursuant to the Sixteenth Supplemental Ordinance to provide for the payment of the principal and interest on the 2023 Bonds.

“2023 Projects” means, collectively, the improvements, extensions and enlargements to the System, including any one or more of the projects described in the Sixteenth Supplemental Ordinance, and such other improvements as the City may deem necessary or incidental to the System.

“Accountant” means a firm of independent certified public accountants selected by the City.

“Act” means Title 6, Chapter 17, Code of Laws of South Carolina 1976, as amended, and all other statutory authorizations, now or hereinafter enacted, authorizing and enabling the City to provide for the issuance of the Bonds, including, if applicable, with respect to any Series of refunding Bonds, Title 11, Chapter 21, Code of Laws of South Carolina 1976, as amended.

“Additional Bonds” means any Bonds issued under the provisions of the General Bond Ordinance described under the heading “SUMMARY OF ORDINANCE—Additional Bonds—*Parity Obligations*” herein.

“Annual Budget” means the annual budget required by the provisions of the General Bond Ordinance described in Paragraph G under the heading “SUMMARY OF ORDINANCE—General Covenants” herein.

“Beneficial Owner” means any purchaser who acquires beneficial ownership interest in any 2023 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 2023 Bond held by the Depository or its Participants in which a beneficial ownership interest is claimed.

“Bondholders” or the term “Holders” or any similar term means the registered owner or owners of any Outstanding Bond or Bonds.

“Bond Counsel” means any attorney or firm of attorneys of nationally recognized standing in the matters pertaining to the federal tax exemption of interest on bonds issued by states and political subdivisions, and duly admitted to practice law before the highest court of any state of the United States.

“Bonds” means, collectively, the 2009 Bonds, the 2016 Bonds, the 2018 Bonds, the 2019 Bonds, the 2021 Bonds, the 2022 Bonds, the 2023 Bonds and any Bonds issued under and pursuant to the General Bond Ordinance, except Junior Bonds and Special Facilities Bonds.

“Book-Entry Form” or “Book-Entry System” means with respect to the 2023 Bonds, a form or system, as applicable, under which (a) the ownership of beneficial interests in the 2023 Bonds may be transferred only through a book-entry and (b) physical 2023 Bond certificates in fully registered form are registered only in the name of a Depository or its nominee as Holder, with the physical 2023 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 2023 Bonds, when subject to the Book-Entry System.

“Books of Registry” means the registration books maintained by the Registrar in accordance with the General Bond Ordinance.

“Business Day” means any day other than a Saturday, a Sunday or a day which is in the State or the state in which the respective office of the Paying Agent and the Registrar is located a legal holiday or a day on which banking institutions are authorized by law or executive order to close.

“City” means the City of Columbia, South Carolina.

“Construction Fund” means any fund established with and maintained by the custodian named by ordinance or resolution of the City, and derived from certain of the proceeds of the sale of Bonds of a Series and intended to defray the cost of all or a portion of any Project and to pay all Costs of Acquisition and Construction in connection therewith, as established in a supplemental ordinance authorizing the issuance of such Series of Bonds.

“Construction Fund of 2023” means the fund established pursuant to the Sixteenth Supplemental Ordinance into which a portion of the proceeds of the 2023 Bonds will be deposited.

“Consulting Engineer” means the engineer or engineering firm or corporation registered and qualified to practice the profession of engineering under the laws of the State and having a favorable reputation for skill and experience in the construction and operation of water treatment systems, sewage disposal and treatment systems employed by the City to perform and carry out the duties imposed by the General Bond Ordinance, and who or which is not a full-time employee of the City.

“Contingent Fund” means the fund of that name established pursuant to the General Bond Ordinance.

“Cost of Acquisition and Construction” means, to the extent permitted by the Act, all costs of acquisition and construction of any Project, including the Costs of Issuance with respect to and capitalized interest on Bonds issued for such purpose. Cost of Acquisition and Construction include the payment of amounts due on bond anticipation notes, the proceeds of which were used for Cost of Acquisition and Construction.

“Cost of Issuance” means all items of expense, directly or indirectly payable or reimbursable by or to the City and related to the authorization, sale and issuance of Bonds including, but not limited to, printing costs, costs of preparation and reproduction of documents, filing and recording fees, initial fees and charges of any Registrar or Paying Agent, legal fees and charges, auditing and accounting fees and charges, fees and disbursements of consultants and professionals, costs of credit ratings, fees and charges for preparation, execution, transportation and safekeeping of Bonds, costs and expenses of refunding, premiums for insurance of the payment of Bonds, financing charges, accrued interest with respect to the initial investment of proceeds of Bonds and any other costs, charges or fees in connection with the original issuance of Bonds.

“Council” means the City Council of the City of Columbia, South Carolina.

“Debt Service” means, with respect to each Series of Bonds and with respect to any particular Fiscal Year, the aggregate of the amounts to be paid or set aside (or estimated to be required to be paid or set aside) in the applicable Debt Service Fund in such Fiscal Year for the payment of the principal of, redemption premium, if any, and interest (to the extent not capitalized) on such Series of Bonds; provided, that the interest on Variable Rate Indebtedness then Outstanding will be calculated at the actual average rate of interest on the Variable Rate Indebtedness during the twelve (12) months immediately preceding the date of calculation; provided further, that for purposes of the provisions of the General Bond Ordinance described under the heading “SUMMARY OF ORDINANCE—Additional Bonds—*Parity Obligations*” herein, interest on Variable Rate Indebtedness then proposed to be issued will be calculated at the initial interest rate on such Variable Rate Indebtedness as of the date of such calculation; provided, further, that in the case of Bonds which have been or will be issued as taxable obligations, for which the City has or will be entitled to receive a payment that effectively reduces the City’s debt service payment obligation therefore (including but not limited to Build America Bonds (“BABs”) issuable pursuant to the authority of the American Recovery and Reinvestment Act of 2009 (“ARRA”)), the amount to be paid or set aside in the applicable Debt Service Fund in each Fiscal Year for such payment of Debt Service will be reduced by the payment that the City has or will be entitled to receive for such purpose.

“Debt Service Fund” means the funds of that name established pursuant to the General Bond Ordinance and so designated pursuant to a supplemental ordinance to provide for the payment of the principal of and interest on the respective Series of Bonds issued pursuant to the General Bond Ordinance as the same respectively become due and payable.

“Debt Service Reserve Fund” means the funds, if any, of that name established pursuant to the General Bond Ordinance and so designated pursuant to a supplemental ordinance.

“Default” or “Event of Default” means any of those defaults specified in and defined as such under the General Bond Ordinance, as summarized under the heading “SUMMARY OF ORDINANCE—Events of Default and Remedies—*Events of Default*” herein.

“Depository” means any securities depository that is a “clearing corporation” within the meaning of the New York Uniform Commercial Code and a “clearing agency” registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934, as amended, operating and maintaining, with its Participants or otherwise, a book-entry system to record ownership of beneficial interests in the 2023 Bonds, and to effect transfers of the 2023 Bonds, in book-entry only form, and includes and means initially The Depository Trust Company (a limited purpose trust

company), New York, New York.

“Depreciation Fund” means the fund of that name established pursuant to the General Bond Ordinance.

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

“Expenses of Operating and Maintaining the System” means the costs and expenses of operating and maintaining the System in good repair and working order including wages, salaries, costs of materials and supplies, costs of routine repairs, renewals, replacements or alterations occurring in the normal course of business, the reasonable fees and charges of any Paying Agents and Registrars of any Bonds issued pursuant to the General Bond Ordinance or any supplemental ordinance thereto, the costs of any audit required by the General Bond Ordinance and the premium for all insurance required with respect to the System. Expenses of Operating and Maintaining the System do not include (i) any allowance for depreciation, (ii) any renewals or replacements of capital assets of the System, (iii) any amounts deemed to be payments in lieu of taxes or other equity transfers, (iv) any pension-related and other post-employment benefit-related expenses (other than such amounts actually paid) of the System, (v) any payment or amortization of financing expenses, underwriting discounts, call premiums, losses on the extinguishment of debt due to refinancing of the same, and other related and non-recurring expenses resulting from the issuance or refinancing of long term indebtedness, or (vi) any losses on the sale or other disposition of investments or fixed or capital assets.

“Fiscal Year” means the fiscal year for the System as determined by the Council, initially being the period from July 1 in any year to and including June 30 in the following year.

“General Bond Ordinance” means Ordinance No. 93-43 of the Council of the City authorizing the issuance of Bonds enacted on May 21, 1993, as from time to time amended or supplemented by one or more supplemental ordinances.

“Government Obligations” means any of the following:

- (a) non-callable bonds, notes or direct obligations and general obligations of the United States;
- (b) non-callable, U.S. Treasury Certificates, Notes and Bonds (including State and Local Government Series – “SLGS”);
- (c) non-callable, direct obligations of the U.S. Treasury which have been stripped by the U.S. Treasury;
- (d) non-callable, obligations issued by any agency or instrumentality of the United States of America which are backed by the full faith and credit of the United States of America; and
- (e) pre-refunded municipal bonds which are rated “Aaa” by Moody's or “AAA” by S&P.

“Interest Account” means the account by that name created within each respective Debt Service Fund.

“Junior Bonds” means either (a) bonds secured by a pledge of Net Revenues junior and subordinate in all respects to the pledge securing the Bonds or (b) any other obligation or form of indebtedness, including lease purchase obligations secured by Net Revenues after provision has been made for all payments required to be made with respect to the Bonds which obligation or indebtedness may be authorized by an ordinance of Council which is not supplemental to the General Bond Ordinance.

“Maximum Debt Service” means, the highest aggregate principal and interest requirements (to the extent not capitalized) on the Bonds then Outstanding during any Fiscal Year. With respect to any Series of Variable Rate Indebtedness, for purposes of determining Maximum Debt Service the following methods will determine the interest rate to be used:

- (a) in case of determining the Reserve Fund Requirement, the interest rate will be equal to the lesser of (i) the 25-Bond Revenue Index published by *The Bond Buyer* no more than two (2) weeks prior to, but in no event after, the

sale of the series of Bonds to which the Reserve Fund Requirement in question applies, or (ii) the maximum interest rate allowable on such Variable Rate Indebtedness; and

(b) in the case of determining the Maximum Debt Service for purposes of the provisions of the Ordinance described in paragraph (C) under the heading “SUMMARY OF ORDINANCE—Additional Bonds—*Parity Obligations*” herein, the interest rate on Variable Rate Indebtedness will be equal to the interest rate as established or in effect with respect thereto on the date thereof;

provided, however, that if the 25-Bond Revenue Index referred to in (a) above is no longer published, any reasonably equivalent nationally recognized index published for the periods in question may be selected by the City for use in its stead; provided, further, that in the case of Bonds which have been or will be issued as taxable obligations, for which the City has or will be entitled to receive a payment that effectively reduces the City’s debt service payment obligation therefore (including but not limited to BABs issuable pursuant to the authority of the ARRA), the highest aggregate principal and interest requirements for such Bonds during any Fiscal Year will be reduced by the payment that the City has or will be entitled to receive therefor.

“Moody’s” means Moody’s Investors Service, Inc., and its successors.

“Net Revenues” means the Revenues of the System after deducting the Expenses of Operating and Maintaining the System.

“Ordinance” means the General Bond Ordinance and the Sixteenth Supplemental Ordinance.

“Outstanding,” when used with respect to any Bond, have the construction given to such word pursuant to the defeasance provisions of the General Bond Ordinance; i.e., a Bond is not Outstanding if such Bond is not, or would not be, at the time, deemed to be Outstanding by reason of the operation and effect of such provisions.

“Parity Bonds” means the 2009 Bonds, the 2016 Bonds, the 2018 Bonds, the 2019 Bonds, the 2021 Bonds and the 2022 Bonds.

“Participant” means any bank, brokerage house or other financial institution for which, from time to time, the Depository effects book-entry transfers and pledges of securities deposited with the Depository.

“Paying Agent” means for each Series of Bonds the respective paying agent or paying agents appointed pursuant to the supplemental ordinance authorizing such Bonds. With respect to the 2023 Bonds, the initial Paying Agent is Regions Bank, which also serves as the custodian of the 2023 Debt Service Fund.

“Permitted Investments” means (a) any one or more of the investments now or hereafter permitted by Section 6-5-10, Code of Laws of South Carolina 1976, as amended and in effect from time to time, or any authorization relating to the investment of City funds; and (b) the South Carolina Pooled Investment Fund or similar State administered pool investment fund.

“Principal Account” means the account by that name created within each respective Debt Service Fund.

“Project” means any and all replacements, enlargements, improvements, extensions, additions and betterments to the System, and all appurtenances, facilities, lands, rights in land, water rights, franchises and structures in connection therewith or incidental thereto, and any other project which may be financed through the issuance of bonds under the Act, including the acquisition of any system which is combined with or consolidated into the System pursuant to law.

“Record Date” means with respect to any Series of Bonds the fifteenth (15th) day (whether or not a business day) of the calendar month immediately preceding an interest payment date or such other day as may be provided in the supplemental ordinance authorizing the issuance of such Series of Bonds.

“Registrar” means for any Series of Bonds, the respective bank, trust company, depository or transfer agent appointed as registrar pursuant to the supplemental ordinance authorizing such Series of Bonds. With respect to the 2023 Bonds, the initial Registrar is Regions Bank.

“Reserve Fund Requirement” means, as of the date of calculation, the debt service reserve fund requirement, if any, established pursuant to a supplemental ordinance authorizing the issuance of a Series of Bonds.

“Revenues” means all fees, tolls, rates, rentals and other charges to be levied and collected in connection with and all other income and receipts of whatever kind or character derived by the City from the operation of the System or arising from the System excluding the receipts, income, revenues, fees and other charges derived from the operation of Special Facilities.

“S&P” means S&P Global Ratings and its successors.

“Series” or “Series of Bonds” or “Bonds of Series” means all Bonds designated as being of the same series issued and delivered on original issuance in a simultaneous transaction, and any Bonds thereafter delivered in lieu thereof or in substitution therefore pursuant to the General Bond Ordinance.

“Series 2009 Swap” means the interest rate swap transaction entered into between the City and the Swap Counterparty, related to the 2009 Bonds.

“Sixteenth Supplemental Ordinance” means the Sixteenth Supplemental Ordinance No. 2023-[] of the Council enacted on [], 2023.

“Special Facilities” means any Project, the revenues and expenses resulting from the operation of which can be segregated from the revenues and expenses of the System and which the City designates as such pursuant to ordinance of Council.

“State” means the State of South Carolina.

“Swap Counterparty” means JPMorgan Chase Bank, N.A., as the provider of the Series 2009 Swap.

“System” means the existing Waterworks and Sewer System of the City, as the same is now constituted, all properties, real and personal, and matters and things used or useful in the maintenance, operation or functioning thereof, all apparatus and equipment used in connection therewith, and all replacements, enlargements, improvements, extensions, additions, and betterments thereto that may be made thereto at any time hereafter, including any Project, and any other public utility system with which the System may hereafter be combined pursuant to ordinance of Council.

“Underwriters” means PNC Capital Markets LLC and Raymond James & Associates Inc., on behalf of themselves and as representatives of Siebert Williams Shank & Co., LLC.

“Variable Rate Indebtedness” means indebtedness in the form of Bonds the interest rate on which is not established at a fixed or constant rate at the time such indebtedness is incurred.

SUMMARY OF ORDINANCE

Operation and Maintenance

The City has covenanted that adequate provision will be made for the Expenses of Operating and Maintaining the System, and that the Revenues derived from the System will be first used to make provision for the Expenses of Operating and Maintaining the System to keep the System in good repair and working order. The City has further covenanted and agreed it will at all times operate the System properly and in an efficient and economical manner and will maintain, preserve and keep the same with the appurtenances and every part and parcel thereof in good repair, working order and condition, and will from time to time make all necessary and proper repairs and replacements so that at all times the operation of the System may be properly and advantageously conducted.

Security for and Payment of the Bonds

The Bonds, together with the interest thereon, are payable solely from and secured equally and ratably by a lien upon the Net Revenues of the System. The Net Revenues are irrevocably pledged in the General Bond Ordinance to the payment of the principal of, premium, if any, and interest on the Bonds.

The Bonds will be on a parity with respect to the pledge and lien on the Net Revenues of the System inter sese, but not with respect to the particular Debt Service Fund or Debt Service Reserve Fund created for the benefit of the Holders of the Bonds of a Series, notwithstanding, that they may be in different form, and bear different dates, interest rates, number, date of issuance or date of execution; and in all such instances, the pledge of Net Revenues made under the General Bond Ordinance, and the covenants and remedies thereby granted will be applicable and available to the Holders of such Bonds. The pledge of and lien upon Net Revenues securing the 2023 Bonds (and any other Bonds) is senior to the pledge and lien on Net Revenues securing the City's obligations under the Series 2009 Swap or any Junior Bonds or any other charges, liens or encumbrances on the Net Revenues of the System, as contemplated by the provisions of the General Bond Ordinance described under the subheading "Funds Created Under General Bond Ordinance—*Application of Remaining Revenues*" herein.

The Bonds do not constitute an indebtedness of the City within any State Constitutional provision (other than Article X, Section 14, Paragraph 10 of the South Carolina Constitution authorizing obligations payable solely from special sources not involving revenues from any tax or license) or statutory limitation and will never constitute or give rise to a pecuniary liability of the City or a charge against its general credit or taxing power. The full faith, credit and taxing powers of the City are not pledged to the payment of the principal of and interest on the Bonds.

The covenants and agreements set forth in the General Bond Ordinance to be performed by the City are for the equal and proportionate benefit, security and protection of all Holders of the Bonds without preference, priority or distinction as to payment or security or otherwise (except as to maturity) of any of the Bonds for any reason or cause whatsoever, except as expressly provided in the General Bond Ordinance or in the Bonds, and, except as aforesaid, all Bonds will rank pari passu and will be secured equally and ratably thereunder without discrimination or preference whatsoever.

Creation and Flow of Funds

Creation of Funds and Order of Payment

The following are the funds and accounts created and established by the General Bond Ordinance:

- (i) Debt Service Fund to be held by the City, including an Interest Account and Principal Account.
- (ii) Debt Service Reserve Fund, if any, to be held by the City.
- (iii) Contingent Fund and Depreciation Fund, to be held by the City.
- (iv) Construction Fund, to be held by the City.

For the avoidance of doubt, (a) the designation of the Contingent Fund and the Depreciation Fund in and by the General Bond Ordinance will not be construed to require the establishment of any completely independent, self-balancing fund as such term is commonly defined and used in governmental accounting, but rather is intended solely to constitute an earmarking of the Revenues and assets of the System for certain purposes and to establish certain priorities for application of such Revenues and assets as provided in the General Bond Ordinance, and (b) the cash required to be accounted for in each of the foregoing funds established pursuant to the General Bond Ordinance may be deposited in a single bank account, provided that adequate accounting records are maintained to reflect and control the restricted allocation of the cash in and deposited therein for the various purposes of such funds as provided in the General Bond Ordinance.

One or more accounts may, by direction of the City or by the terms of a supplemental ordinance, be established within any of the above funds. It is intended by the General Bond Ordinance that the funds created thereby (other than the Construction Fund) will remain in existence for so long a time as any sum remains due and payable by way of principal of and interest on the Bonds, and that deposits and withdrawals therefrom be made in the manner prescribed by the General Bond Ordinance and in the order of priority therein set forth.

So long as any of the Bonds are Outstanding, the Revenues of the System will be applied at the times, in the amounts and for the purposes as provided or permitted by the General Bond Ordinance, and in the following order of priority:

First, provision will be made for the payment of Expenses of Operating and Maintaining the System;

Second, there will be transferred into the respective Debt Service Funds, the amounts required by the General Bond Ordinance or any supplemental ordinance thereto;

Third, there will be transferred into the respective Debt Service Reserve Funds, if any, the amounts required by the General Bond Ordinance or any supplemental ordinance thereto;

Fourth, provision will be made for the payment of any Junior Bonds or to meet any other obligations of the City which are charges, liens or encumbrances upon the Revenues of the System junior and subordinate to the lien on Net Revenues securing the Bonds (including but not limited to termination payments under the Series 2009 Swap and the payment of interest on amounts advanced by the provider of any surety bond, insurance policy or letter of credit), as described in the General Bond Ordinance;

Fifth, there will be transferred into the Contingent Fund and the Depreciation Fund the amounts required by the General Bond Ordinance; and

Sixth, the remaining Revenues will be disposed of as provided in the General Bond Ordinance.

The Debt Service Fund, the Debt Service Reserve Fund and the Construction Fund or any one or more of such funds, may at the option of the City be held by a bank, a trust company, a national banking association or a national association as Custodian under the General Bond Ordinance or a supplemental ordinance thereto.

Funds Created Under General Bond Ordinance

Debt Service Fund

The respective Debt Service Funds are intended to provide for the payment of the principal of, redemption premium, if any, and interest on each Series of Bonds as the same respectively fall due. Payments into such Funds will be made in the manner prescribed by the General Bond Ordinance and all moneys in the respective Debt Service Funds will be used solely to pay the principal of, redemption premium, if any, and interest on the respective Series of Bonds, and for no other purpose, and withdrawals therefrom will be made only to effect payment of the principal of, redemption premium, if any, and interest on the respective Series of Bonds. Earnings on investments in the Debt Service Fund, including the accounts therein, will be added to and become a part of such respective Funds and the accounts therein.

There will be transferred from the Revenues of the System into the Debt Service Fund sufficient moneys so as to comply with the provisions described below for the payment of the Bonds then Outstanding.

(a) There will be established and maintained, for the purpose of paying the interest on the respective Series of Bonds as the same becomes due and payable, an Interest Account in the respective Debt Service Funds. Not later than the fifth day preceding an interest payment date (or if such fifth preceding day is not a business day, then on the next preceding business day), the City will transfer for deposit into the respective Debt Service Funds for credit to the Interest Account an amount which will, together with any other funds on deposit from whatever source in the Interest Account of the respective Debt Service Fund, on such date be equal to the installment of interest then falling due on the respective Series of Bonds then Outstanding. In making any of the deposits to the Interest Account described in this paragraph, consideration will be given to and allowance made for accrued interest received upon delivery of each Series of Bonds to the initial purchasers and for any other credits otherwise made to the Interest Account.

(b) There will be established and maintained, for the purpose of paying the principal of the Bonds as it becomes due, whether at maturity or by mandatory sinking fund redemption, a Principal Account in the respective Debt Service Funds. Not later than the fifth day preceding any principal payment date or mandatory sinking fund redemption date on any Bond (or if such fifth preceding day is not a business day, then on the next preceding business day), the City will transfer into the respective Debt Service Funds to the credit of the Principal Account an amount which will, together with any other funds on deposit from whatever source in the Principal Account of the Debt Service Fund, provide sufficient funds to pay the aggregate amount of the principal of Bonds coming due on

such principal payment date or mandatory sinking fund redemption date. In making any of the deposits to the Principal Account described in this paragraph, consideration will be given to and allowance made for any other credits otherwise made to the Principal Account.

(c) If, on the dates when the payments required by paragraphs (a) and (b) above are to be made, the payments required by said paragraphs (a) and (b) will be less than the sum required to be transferred to a Debt Service Fund to effect the payment of succeeding installment of principal or interest, or both, as the case may be, moneys in the applicable Debt Service Reserve Fund, if any, equal to such deficiency will be added to the payment to be made pursuant to said paragraphs (a) and (b).

Moneys in the respective Debt Service Funds will be used and applied solely to the payment of the interest on and the retirement of principal of and redemption premium, if any, on the respective Series of Bonds and will be used and applied in accordance with the provisions of the General Bond Ordinance. The moneys paid into the respective Debt Service Funds will be held by the City in trust solely for the purpose of paying the interest on and the retirement of the principal of and redemption premium, if any, on the respective Series of Bonds and withdrawals from such Funds will be made in order to transfer such moneys to the Paying Agent for the respective Series of Bonds. Such withdrawals will be made so that the necessary moneys will be available to the Paying Agent not later than one (1) business day prior to the day on which principal or interest or both, and redemption premium, if any, as the case may be, are payable on the Bonds.

Moneys held for the credit of the respective Debt Service Funds will be invested, to the fullest extent practicable and reasonable, in Permitted Investments which will mature prior to the respective dates when the moneys held for the credit of such Fund will be required for the purpose intended.

Debt Service Reserve Fund

A supplemental ordinance to the General Bond Ordinance may, but is not required to, provide for the establishment of a Debt Service Reserve Fund for any Series of Bonds. Each Debt Service Reserve Fund will, subject to certain provisions of the General Bond Ordinance, be maintained in an amount equal to the applicable Reserve Fund Requirement, as determined pursuant to a supplemental ordinance, and in the manner determined pursuant to such supplemental ordinance, so long as the applicable Series of Bonds is Outstanding. Each such Debt Service Reserve Fund is intended to insure the timely payment of the principal of and interest on the applicable Series of Bonds and to provide for the redemption of such Series of Bonds prior to their stated maturities. The respective Debt Service Reserve Funds will be kept on deposit with the City, and withdrawals therefrom will be made for the purposes provided in the General Bond Ordinance. **No Debt Service Reserve Fund will be established for or funded with the proceeds of the 2023 Bonds.**

Moneys in each Debt Service Reserve Fund will be used for the following purposes, and for no other:

(a) to prevent a Default in the payment of the principal of or interest on the applicable Series of Bonds, by reason of the fact that moneys in the applicable Debt Service Fund are insufficient for such purposes;

(b) to pay the principal of, interest on, and redemption premium, if any, of the applicable Series of Bonds in the event that all Outstanding Bonds of such Series be redeemed as a whole;

(c) to effect partial redemption of the applicable Series of Bonds, provided that such redemption be undertaken in accordance with the provisions of the General Bond Ordinance permitting a partial redemption of the applicable Series of Bonds and the balance remaining in the applicable Debt Service Reserve Fund following such partial redemption will not be less than the Reserve Fund Requirement; and

(d) to effect the retirement of a Series of Bonds through purchase under the conditions prescribed in the General Bond Ordinance.

Whenever the market value (determined as of the evaluation date specified in the General Bond Ordinance) of the cash and securities in the applicable Debt Service Reserve Fund exceeds the applicable Reserve Fund Requirement, such excess may at the direction of the City (i) be used to repurchase and retire the applicable Series of Bonds at prices not exceeding the call price first to become available or then prevailing, (ii) be considered Revenues

or (iii) be transferred to the Construction Fund during the period of construction or acquisition of a Project. Purchases of Bonds will be effected by the City through the Paying Agent, and whenever Bonds have been purchased pursuant to this authorization, it will be the duty of the Paying Agent to cancel and destroy such Bonds and to deliver certificates evidencing such act to the City.

Whenever the aggregate value of cash and securities in a Debt Service Reserve Fund is less than the applicable Reserve Fund Requirement, there will be deposited in such Debt Service Reserve Fund that amount which, together with equal, successive, monthly deposits in the same amount, will restore the value of cash and securities in such Debt Service Reserve Fund to the applicable Reserve Fund Requirement during the succeeding 12 months.

If the City obtains a surety bond, insurance policy or letter of credit in substitution for moneys deposited to the applicable Debt Service Reserve Fund as may be permitted under the applicable supplemental ordinance, excess moneys will be transferred to the applicable Construction Fund, or if one does not exist, be considered Revenues.

Moneys in the respective Debt Service Reserve Funds established by the General Bond Ordinance will be invested, to the fullest extent practicable, in Permitted Investments, maturing at such times and in such amounts as are required to provide moneys to make the payments required to be made from such funds.

Contingent Fund and Depreciation Fund

The General Bond Ordinance establishes a Contingent Fund and a Depreciation Fund.

The City will deposit from time to time (at least on a monthly basis) into the Contingent Fund and the Depreciation Fund the amounts determined in the Annual Budget prepared for the System. Moneys in the Contingent Fund will be used to build up a reasonable reserve for improvements, betterments, and extensions to the System, other than those necessary to maintain the System in good repair and working order, and moneys in the Depreciation Fund will be used to build up a reserve for the depreciation of the System and used for the purpose of restoring or replacing depreciated or obsolete items of the System.

Moneys in the Contingent Fund and the Depreciation Fund will be held by the City in accordance with the General Bond Ordinance, and may be invested in Permitted Investments. Withdrawals from the Contingent Fund and the Depreciation Fund may be made by an authorized representative of the City.

Application of Remaining Revenues

After making payment for the Expenses of Operating and Maintaining the System, and after making payments on the Bonds, the Revenues of the System will then be used first for the payment of Junior Bonds or to meet any other obligations of the City which are or which will become charges, liens or encumbrances upon the Revenues of the System; second to make such deposits to the Contingent Fund as required by the General Bond Ordinance to provide for adequate funds for improvements to the System and build up a proper reserve against contingencies and to the Depreciation Fund as required by the General Bond Ordinance to build up a proper reserve for depreciation of the System; and third as the Council will from time to time determines to be in the best interest of the City.

Rates and Charges

The City has covenanted and agreed in the General Bond Ordinance to operate the System in an efficient and economical manner and establish, levy, maintain, revise and collect such fees, rates and other charges for the use of the services and facilities furnished by the System as may be necessary or proper, which fees, rates, and other charges, together with other Revenues and other available moneys, will at all times be at least sufficient after making due and reasonable allowances for contingencies and for a margin of error in estimates to provide an amount equal to (a) 100% of the amounts required to pay Expenses of Operating and Maintaining the System for the then current Fiscal Year; (b) 110% of the amounts required to be deposited into each Debt Service Fund for the then current Fiscal Year; (c) 100% of the amounts required to be deposited into each Debt Service Reserve Fund for the then current Fiscal Year; (d) 100% of the amounts required to provide for payment of any Junior Bonds for the then current Fiscal Year; and (e) the amounts necessary to comply in all respects with the terms of the General Bond Ordinance or any other contract or agreement with the Holder of a Bond; provided, further, that for purposes of determining the amounts required to be deposited into a Debt Service Fund pursuant to clause (b), to provide for

payment of Junior Bonds pursuant to clause (d) or otherwise as provided in clause (e) described above, in the case of Bonds or Junior Bonds which have been or will be issued as taxable obligations, for which the City has or will be entitled to receive a payment that effectively reduces the City's debt service payment obligation therefor (including but not limited to BABs issuable pursuant to the authority of the ARRA), the debt service requirements for such Bonds or Junior Bonds will be reduced by the payment that the City has or will be entitled to receive therefor.

Additional Bonds

Parity Obligations

Anytime and from time to time, one or more Series of Additional Bonds (exclusive of bonds issued to refund Bonds) may be issued by a supplemental ordinance for such purposes as may be permitted by the Act upon compliance with the provisions of the General Bond Ordinance in such principal amounts as may be determined by the Council for the purpose of paying all or part of the Costs of Acquisition and Construction of one or more Projects, upon compliance with the following conditions:

- A. There will be executed a certificate of the Finance Director, City Manager or chief administrative official of the City stating (i) either (a) that no default exists in the payment of the principal of, premium, if any, or interest on the Junior Bonds and no Default exists in the payment of the principal of, premium, if any or interest on the Bonds, and all mandatory sinking fund redemptions, if any, required to have been made have been made, or (b) that the application of the proceeds of sale of the Series of Additional Bonds to be issued as required by the supplemental ordinance authorizing their issuance will cure any such default or Default or permit such redemptions; and (ii) either (a) that to the best of his or her knowledge, the City is not in Default in the performance of any other of its covenants and agreements contained in the General Bond Ordinance, or (b) setting forth the circumstances of each such Default known to him or her.
- B. If a certificate executed pursuant to the provisions of the General Bond Ordinance described in part (A) above should disclose a default or Default, there will be filed with the City an opinion of Bond Counsel that, in the case of any default or Default disclosed in a certificate filed pursuant thereto, each such default or Default does not deprive the Bondholders of the security afforded by the General Bond Ordinance, as amended and supplemented, in any material aspect.
- C. For the issuance of Additional Bonds to finance the Cost of Acquisition and Construction, or a portion thereof, of any Project, there will be delivered a report, which report is not required to be based upon the latest audit of the City, from the City Manager or Finance Director of the City, an Accountant or a Consulting Engineer stating that the amount of Net Revenues of the System for any consecutive twelve (12) month period out of the last twenty-four (24) month period ("Test Period") is not less than one hundred thirty percent (130%) of the sum of the Maximum Debt Service on the Bonds to be Outstanding after the issuance of such Additional Bonds for any succeeding Fiscal Year, provided the amount of Net Revenues for any such twelve (12) month period may be adjusted by adding the following:
 - (1) in case the rates and charges for the services furnished by the System will have been revised and such revised rates and charges will have gone into effect prior to the delivery of the Additional Bonds proposed to be issued, the additional amount of Net Revenues which would have been realized during the Test Period if such rates and charges had been in effect during such Test Period as determined by a Consulting Engineer or an Accountant, and
 - (2) in case an existing sewer system, existing water system or any other public utility system is to be acquired and combined or made a part of the System from the proceeds of the Additional Bonds proposed to be issued, the additional amount of Net Revenues which would have been realized during the Test Period if such existing system or systems to be acquired had been a part of the System during such Test Period (which computation of the additional amount of Net Revenues will be based upon the method of computing Net

Revenues under the General Bond Ordinance and approved by a Consulting Engineer or an Accountant).

- D. Such Additional Bonds will be issued to secure funds to defray the Cost of Acquisition and Construction of a Project; or to refund Junior Bonds, or any notes, bonds or other obligations issued to finance or to aid in financing the acquisition, construction, improvement, enlargement or repair of the System or another enterprise combined with the System.
- E. The supplemental ordinance to the General Bond Ordinance authorizing such Additional Bonds may provide for the funding of the Debt Service Reserve Fund with respect to such Series of Bonds in the amount of the Reserve Fund Requirement, if any, with respect to such Series of Bonds.

Without complying with the provisions of the General Bond Ordinance described in the first paragraph under this subheading “*Parity Obligations*” except as otherwise provided in the General Bond Ordinance, the City by means of a supplemental ordinance to the General Bond Ordinance enacted in compliance with the provisions of the Act and any other statutory provisions authorizing the issuance of revenue refunding bonds, including advance refunding bonds, may issue refunding Bonds under the provisions of the General Bond Ordinance as follows:

- A. Additional Bonds may be issued for the purpose of refunding (including by purchase) at any time within one year prior to maturity or prior to any sinking fund installment due date, the Bonds maturing on such date (or an amount of Bonds subject to redemption from such sinking fund installments not in excess of the amount of Bonds required to be redeemed on such due date) for the payment of which sufficient Revenues are not available. Any Additional Bonds issued for such purpose will mature (or sinking fund installments therefor will commence) not earlier than the latest stated maturity of any Bond not then refunded to be Outstanding after such refunding.
- B. Additional Bonds may be issued at any time for the purpose of refunding (including by purchase) Bonds, including amounts to pay principal, redemption premium and interest to the date of redemption (or purchase) of the Bonds and the Costs of Issuance; provided that (i) the Debt Service on all Bonds to be Outstanding after the issuance of the proposed Series of refunding Bonds will not be greater than would have been the Debt Service on all Bonds not then refunded and the Bonds to be refunded or (ii) the requirements of the provisions of the General Bond Ordinance described in parts (A), (B), (C) and (E) of the preceding paragraph are met with respect to the refunding Bonds.

Junior Bonds

The City may at any time issue Junior Bonds in such amount as it may from time to time determine, payable from the Revenues, provided that such Junior Bonds are issued to secure funds to defray the cost of improving, extending, enlarging, or repairing the System, some part thereof, including the acquisition of any system which may be combined with or consolidated into the System pursuant to law, or to refund Bonds, Junior Bonds, or any notes, bonds or other obligations issued to finance or to aid in financing the acquisition, construction or improvement of the System, and provided further that the pledge of Net Revenues securing Junior Bonds is at all times subordinate and inferior to the pledge securing the Bonds.

Special Facilities Bonds

The City also has the right to issue, from time to time, Special Facilities Bonds to defray the costs of acquiring or constructing Special Facilities subject to the following conditions:

- A. The City must determine that the receipts, income, revenues, fees and other charges to be levied and collected in connection with the Special Facilities are at least equal to: (1) the estimated costs of operating and maintaining such Special Facilities; (2) the principal and interest requirements of the Special Facilities Bonds; (3) the amounts to be deposited in any reserve funds with respect thereto; and (4) any other costs and expenses relating to such Special Facilities.

- B. The receipts, income, revenues, fees and other charges derived from the operation of the Special Facilities will be segregated from the Revenues of the System.
- C. The debt service payments and other costs and expenses related to such Special Facilities will not be paid from Revenues of the System.

General Covenants

The City has made several covenants in the General Bond Ordinance (which covenants are also made a part of the supplemental ordinances thereto) including, without limitation, the following:

- A. The City will keep proper books of records and accounts (separate from all other records and accounts) in which complete and correct entries will be made of all transactions relating to the System. A complete financial statement of the System will be prepared within 180 days after the end of each Fiscal Year and will be prepared in accordance with generally accepted accounting principles and audited by an Accountant. The City will cause to be furnished to any Holder of any of the Bonds, who makes written request therefor, a copy of such statement. Such records will be kept in accordance with the standards from time to time prescribed by the Governmental Accounting Standards Board or its successor. The City will cause to be furnished to any Holder of any of the Bonds, who make written request therefor, copies of financial statements certified by an accountant.
- B. The City will not issue any bonds, notes, certificates or other obligations or evidences of indebtedness other than the Bonds or obligations authorized or permitted by the General Bond Ordinance secured by a pledge of the Net Revenues, and it will not create or cause to be created any lien or charge on the Revenues other than the liens and charges created or permitted to be created pursuant to the General Bond Ordinance, and no part of the System will be sold, mortgaged, leased or otherwise disposed of or encumbered; provided, however, the City may from time to time permanently abandon the use of, sell, trade or lease any property forming a part of the System, but only if there is filed with the Clerk of the City prior to such abandonment, sale or lease a certificate, signed by the City Manager, stating:
 - (1) that the City is not then in Default in the performance of any of the covenants, conditions, agreements or provisions contained in the General Bond Ordinance, and
 - (2) that the Net Revenues for the preceding Fiscal Year, after giving effect to such abandonment, sale or lease and any replacement and after adjustment to reflect the moneys which would have been received if the rate schedule in effect on the date of such certificate had been in effect throughout such Fiscal Year, are not less than 100% of the Debt Service for any Fiscal Year thereafter. Amounts received from any such sale or disposition will be considered Revenues of the System.
- C. The City will make provision to maintain adequate insurance (including self-insurance) on the works, plants, facilities and properties comprising the System against the risks, accidents or casualties, of the kinds and in at least the amounts which are usually and customarily carried on similar plants, properties and systems which are owned and operated by a public or municipal corporation, including without limiting the generality of the foregoing, fire, extended coverage, general liability and workmen's compensation, and also all additional insurance covering such risks as may be deemed necessary or desirable by the City or recommended by a competent independent engineer or other advisor employed for the purpose of making such recommendations.
- D. The City will not furnish free service by the System to the City or to any agency, instrumentality or person. The reasonable costs and value of any services of the System rendered to the City through the operation of the System will be charged against the City and will be paid as the service accrues from the current funds and such funds, when so paid, will be accounted for in the same manner as other Revenues of the System.

- E. Prior to the beginning of each Fiscal Year, the City will prepare an annual budget for the ensuing Fiscal Year which will set forth in reasonable detail the estimated Revenues and operation and maintenance expenses. The City also may at any time adopt an amended annual budget for the remainder of the then current Fiscal Year.

The City has made several covenants in the Sixteenth Supplemental Ordinance including, without limitation, the following:

- A. The City will not take any action which will, or fail to take any action which failure will, cause interest on the 2023 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 2023 Bonds. No use of the proceeds of the 2023 Bonds will be made which, if such use had been reasonably expected on the date of issue of the 2023 Bonds would have caused the 2023 Bonds to be “arbitrage bonds,” as defined in the Code; and to that end the City will:
 - (1) comply with the applicable provisions of Section 103 and Sections 141 through 150 of the Code and any regulations promulgated thereunder so long as any of the 2023 Bonds are Outstanding;
 - (2) establish such funds, make such calculations and pay such amounts, if necessary, in the manner and at the times required in order to comply with the requirements of the Code relating to required rebate of certain amounts to the United States; and
 - (3) make such reports of such information at the times and places required by the Code.
- B. The City will comply with and carry out all of the provisions of the Disclosure Dissemination Agent Agreement in the form attached to this Official Statement as Appendix E (“Continuing Disclosure Agreement”) with such changes as may be approved by the Mayor and the City Manager, or either of them acting alone, upon advice of counsel. Notwithstanding any other provision of the General Bond Ordinance or the Sixteenth Supplemental Ordinance, failure of the City to comply with the provisions of the Continuing Disclosure Agreement will not be considered an Event of Default under the General Bond Ordinance or the Sixteenth Supplemental Ordinance.
- C. The City, so long as and to the extent required pursuant to Section 11-1-85, Code of Laws of South Carolina 1976, as amended, will file with a central repository for availability in the secondary bond market when requested:
 - (1) an annual independent audit, within thirty (30) days of the City’s receipt of the audit; and
 - (2) event specific information within thirty (30) days of an event adversely affecting more than five percent (5%) of the Revenues or the City’s tax base.
- D. The only remedy for failure by the City to comply with the Continuing Disclosure Agreement or the covenants of the Sixteenth Supplemental Ordinance described in paragraph C above will be an action for specific performance of the covenant; and failure to comply will not constitute a default or an “Event of Default” under the General Bond Ordinance or the Sixteenth Supplemental Ordinance. The Registrar and the Paying Agent will have no responsibility to monitor the City’s compliance with the Continuing Disclosure Agreement or the covenants included in the provisions of the Sixteenth Supplemental Ordinance described in paragraph C above, and the City has specifically reserved the right to amend or delete its covenants in the Continuing Disclosure Agreement or in the provisions of the Sixteenth Supplemental Ordinance described in paragraph C above to reflect any change in Section 11-1-85 of the Code of Laws of South Carolina 1976, as amended, or federal law, as applicable, without the consent of the Registrar and the Paying Agent or the Registered Holders of any 2023 Bond.

Pursuant to the Eleventh Supplemental Ordinance, the Council adopted the following procedures relating to
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continuing disclosure for all publicly-traded debt including but not limited to the 2023 Bonds:

- A. The Assistant City Manager for Finance and Economic Services or the equivalent thereto (“Disclosure Representative”) of the City will be responsible for compliance with these written procedures and for compliance with any continuing disclosure obligations undertaken by the City or imposed upon the City by state or federal law or regulations. The Disclosure Representative is permitted to obtain the assistance of his or her staff and authorized to obtain professional assistance to cause this information to be compiled and provided, but the ultimate responsibility for the dissemination of the information will remain with the Disclosure Representative.
- B. The Disclosure Representative will acquire a clear understanding regarding the City’s continuing disclosure obligations. Through participation in professional groups such as the South Carolina Government Finance Officers Association or the South Carolina Financial Concepts and Strategies Institute, the Disclosure Representative will participate in continuing education programs regarding continuing disclosure.
- C. For each issuance of bonds that involves a continuing disclosure obligation, the Disclosure Representative will review such continuing disclosure undertaking and discuss with the City’s bond counsel, financial advisor and underwriter, if any, prior to the execution of such continuing disclosure undertaking.

Amendments or Supplements to the Ordinance

The City may, from time to time and without the consent of any Holder of the Bonds enact an ordinance amendatory or supplemental to the General Bond Ordinance (1) to provide for the issuance of Bonds, or (2) (a) to make any amendments or modifications thereto which may be required to permit the General Bond Ordinance to be qualified under the Trust Indenture Act of 1939, as amended; (b) to make any modification or amendment to the General Bond Ordinance not inconsistent therewith required for the correction of language or to cure any ambiguity or defective provisions, omission, mistake or manifest error therein contained; (c) to make any amendments or supplements thereto to grant to or confer upon the Holders additional rights, remedies, power and authority, or to grant to or confer upon any Holders, committee or trustee for the Holders any additional rights, power or authority; or (d) to add to the security of the Holders of the Bonds.

From time to time the Holders of 66-2/3% in principal amount of the Bonds then Outstanding, by an instrument or instruments in writing signed by such Holders and filed with the City, have the power to assent to and authorize any modification or amendment to the provisions of the General Bond Ordinance that may be proposed by the City or of the rights and obligations of the City and of the Holders of Bonds issued under the General Bond Ordinance; and any action authorized to be taken with the assent and authority given as aforesaid of the Holders of 66-2/3% in principal amount of the Bonds at the time Outstanding will be effective and binding upon all of the Holders of Bonds Outstanding and upon the City as fully as though such action were specifically and expressly authorized by the terms of the General Bond Ordinance; provided always, that without the consent of the Holder of each Bond affected thereby, no such modification will be made which will (1) extend the time of payment of principal of or the interest on any Bond, or reduce the principal amount thereof or the rate of interest thereon or the premium payable upon the redemption thereof, or (2) give to any Bond or Bonds any preference over any other Bond or Bonds, or (3) authorize the creation of any pledge prior to or, except as provided in the General Bond Ordinance for the issuance of Series of Bonds, on a parity with the pledge afforded by the General Bond Ordinance, or (4) reduce the percentage in principal amount of the Bonds required to assent to or authorize any such modification to the General Bond Ordinance. For the purpose of computations described by this paragraph, Bonds directly or indirectly owned or controlled by the City will be disregarded.

Any modification or amendment or supplement to the provisions of the General Bond Ordinance or of any ordinance supplemental thereto will be set forth in an ordinance to be enacted by the City.

The City expressly authorizes the underwriter or purchaser of any Series of Bonds, or provider of bond insurance for any Series of Bonds, to assent to and consent to such amendments to the General Bond Ordinance as contemplated by the provisions thereof described under this heading “Amendments or Supplements to the

Ordinance” in the same manner as the Holders of the Bonds.

Events of Default and Remedies

Events of Default

With respect to the Bonds, the following will constitute “Defaults” or “Events of Default:”

- A. If payment of the principal of any Bond, whether at maturity or by proceedings for redemption, by declaration or otherwise, is not made by the City after the same has become due and payable; or
- B. If payment of any installment of interest on any Bond is not made by the City as the same becomes due and payable; or
- C. If the City fails or refuses to comply with the essential provisions of the Act, or fails in the due and punctual performance of any of the covenants, conditions, agreements and provisions contained in the Bonds or in the General Bond Ordinance or in any supplemental ordinance thereto on the part of the City to be performed, and such failure continues for 30 days after written notice specifying such failure and requiring the same to be remedied has been given to the City by the Holders of not less than 20% in principal amount of the Bonds then Outstanding or any trustee or committee therefore; or
- D. If any proceedings are instituted, with the consent or acquiescence of the City, for the purpose of effecting a composition between the City and its creditors and if the claim of such creditors is in any circumstance payable from any of the Revenues or any other moneys pledged and charged in the General Bond Ordinance or any supplemental ordinance thereto for the payment of the Bonds, or any such proceedings are instituted for the purpose of adjusting the claims of such creditors, pursuant to any federal or State statute now or hereafter enacted; or
- E. If an order or decree is entered (1) with the consent or acquiescence of the City, appointing a receiver or receivers of the System or any of the facilities thereof, or (2) without the consent or acquiescence of the City, appointing a receiver or receivers of the System or any of the facilities thereof and if, in either case, such order or decree having been entered is not vacated or discharged or stayed on appeal within 60 days after the entry thereof; or
- F. If, under the provisions of any law for the relief or aid of debtors, any court of competent jurisdiction assumes custody or control of the System or any of the facilities thereof, and such custody or control is not terminated within 90 days from the date of assumption of such custody or control; or
- G. If the City is for any reason rendered incapable of fulfilling its obligations under the General Bond Ordinance in any material respect.

Subject to the provisions, limitations and conditions of the General Bond Ordinance, insofar as the remedies provided in said provisions are concerned, nothing will prohibit or limit, or be construed as prohibiting or limiting any Holder of a Bond from enforcing the duties of the City, or any of the officers thereof, under any provisions of the General Bond Ordinance by mandamus or other appropriate suit, action or proceeding in any court of competent jurisdiction, even though the failure of the City or any of the officers thereof to perform any such duty may not then constitute an “Event of Default” as defined in the General Bond Ordinance.

Declaration of Principal and Interest as Due

Upon the occurrence of an Event of Default, and at any time thereafter while such Event of Default continues, then and in each and every case the Holders of not less than 25% in principal amount of the Bonds then Outstanding may, by written notice to the City filed in the office of the Clerk of the City, declare the principal of all Bonds then Outstanding, together with all accrued and unpaid interest thereon, if not already due, to be due and payable immediately, and upon any such declaration the same will become and be due and payable immediately, anything contained in the General Bond Ordinance or any supplemental ordinance thereto or in any of the Bonds to the contrary notwithstanding. This provision is also subject, however, to the condition that, if at any time after the principal of the Bonds, together with the accrued and unpaid interest thereon and other moneys secured in the General Bond Ordinance, have been so declared due and payable and before any further action has been taken (other than the making of the above declaration), the principal amount of all Bonds which have matured either according to the maturity date or dates otherwise specified therein (except as a result of such declaration) and all arrears of interest upon all Bonds, except interest accrued but not yet due on said Bonds, have been paid or caused to be paid, and all other Events of Default, if any, which have occurred have been remedied, cured or secured, then and in each and every such case the Holders of 25% in principal amount of the Bonds then Outstanding, by notice in writing delivered to the City, may waive such Default and its consequences and rescind and annul such declaration. No such waiver or rescission or annulment will extend to or affect any subsequent default or impair or exhaust any right or power related to such subsequent Default.

Appointment of a Receiver

Upon the occurrence of an Event of Default described in paragraphs A and B under the sub-caption "Events of Default" above, and at any time thereafter while such default continues, any court of competent jurisdiction may appoint a receiver; provided, however, if application is made by the Holders of not less than 25% in principal amount of the Bonds then Outstanding or any trustee therefore, such court will appoint a receiver. Any receiver so appointed will (a) enter into and upon and take possession of the System, to the exclusion of the City if such court so directs; (b) have, hold, use, operate, manage and control the System as such receiver may deem best; and (c) exercise all rights and powers of the City with respect to the System as the City itself may do. In addition, the receiver will (a) maintain, restore and insure the System and from time to time make all necessary and proper repairs to the System as such receiver may deem expedient; (b) establish, levy, maintain and collect such fees, rentals and other charges in connection with the System as such receiver may deem necessary or proper and reasonable; and (c) collect and receive all Revenues, deposit such Revenues in a separate account and apply such Revenues so collected and received in such manner as the court directs.

Notwithstanding anything contained in the General Bond Ordinance or the Act, such receiver has no power to sell, assign, mortgage or otherwise dispose of any assets of whatever kind or character of the City and useful to the System.

Suits at Law or in Equity and Mandamus

In case any one or more of the Events of Default happens and is continuing, then and in every such case, but subject to the provisions, limitations and conditions of the General Bond Ordinance so far as the remedies provided in said provisions are concerned, the Holder of any Bond at the time Outstanding, or trustee therefore, may, for the equal benefit and protection of all Holders of the Bonds similarly situated,

- (a) by mandamus or other suit, action or proceedings at law or in the equity, enforce such Holder's right against the City and require and compel the City to perform and carry out its duties and obligations under the Act and the General Bond Ordinance, and to perform and carry out its covenants and agreements with the Bondholders;
- (b) by action or suit in equity require the City to account as if such City were the trustee of an express trust;
- (c) by action or suit in equity enjoin any acts or things which may be unlawful or in violation of the rights of the Bondholders; or
- (d) bring suit upon the Bonds.

Remedies Not Exclusive; Effect of Waiver of Default, Effect of Abandonment of Proceedings or Adverse Determination

The Holders from time to time of the Bonds are entitled to all the remedies and benefits of the General Bond Ordinance as are and as will be provided by law, and, subject to the provisions of the General Bond Ordinance, nothing therein will be construed to limit the rights or remedies of any such Holders under any applicable statute that may now exist or be enacted thereafter. No remedy conferred by the Act and the General Bond Ordinance upon any Holder of any Bond is intended to be exclusive of any other remedy, and each and every such remedy will be cumulative and will be in addition to every other remedy and may be exercised without exhausting and without regard to any other remedy conferred by the Act and the General Bond Ordinance or by any other law now or hereafter existing. Every substantive right and remedy conferred upon the Holders of the Bonds may be enforced and exercised from time to time and as often as may be deemed expedient.

No waiver of any default or breach of duty or contract by any Holder of any Bond will extend to or affect any subsequent default or breach of duty or contract, or will impair any rights or remedies thereon. No delay or omission of any Holder of a Bond to exercise any right or power accruing upon any default will impair any such right or power or will be construed to be a waiver of any such default or acquiescence therein.

In case any suit, action or proceeding to enforce any right or exercise any remedy will be brought or taken and then discontinued or abandoned, or will be determined adversely to Holders of the Bonds then and in every such case, the City and such Holders will be restored to their former positions and rights and remedies as if no suit, action or proceeding had been brought or taken.

Restrictions on Bondholder's Action

No Holder of any Bond will have any right to institute any suit, action or proceeding at law or in equity for the enforcement of any provision of the General Bond Ordinance or the execution of any trust under the General Bond Ordinance or for any remedy under the General Bond Ordinance unless such Holder has previously given to the City written notice of the happening of an Event of Default and the Holders of at least 25% in principal amount of the Bonds then Outstanding has filed a written request with the City and has offered the City reasonable opportunity, either to exercise the powers granted in the General Bond Ordinance or by the laws of the State or to institute such action, suit or proceeding in its own name, and unless such Holders has offered to the City adequate security and indemnity against the costs, fees (including reasonable attorneys' fees), expenses and liabilities to be incurred therein or thereby, and the City has refused to comply with such request for a period of 60 days after receipt by it of such notice, request an offer of indemnity, it being understood and intended that no one or more Holders of Bonds has any right in any manner whatever by his or their action to affect, disturb or prejudice the pledge created by the General Bond Ordinance, or to enforce any right under the General Bond Ordinance, except in the manner therein provided; and that all proceedings at law or in equity to enforce any provision of the General Bond Ordinance will be instituted, had and maintained in the manner provided in the General Bond Ordinance and for the equal benefit of all Holders of the Outstanding Bonds.

Nothing in the General Bond Ordinance or in the Bonds contained will affect or impair the obligation of the City, which is absolute and unconditional, to pay at the respective dates of maturity and places therein expressed the principal of (and redemption premium, if any) and interest on the Bonds to the respective Holders thereof, or affect or impair the right of action, which is also absolute and unconditional, of any Holder to enforce such payment of his Bond.

Application of Revenues and Other Moneys After Default

During the continuance of an Event of Default, all moneys received by the City or any receiver pursuant to any right given or action taken under the provisions of the General Bond Ordinance described in this heading "Events of Default" will, after payment of the costs and expenses of the proceedings resulting in the collection of such moneys and of the fees, expenses and advances incurred or made by the City or any receiver with respect thereto, be deposited in the Debt Service Fund, and all amounts held by the City or any receiver will be applied as follows:

- (a) Unless the principal of all Outstanding Bonds has become or has been declared due and payable:

First: To the payment to the persons entitled thereto of all installments of interest then due on the Bonds in the order of maturity of such installments, and, if the amount available are not sufficient to pay in full any installment or installments maturing on the same date, then to the payment thereof ratably, according to the amounts due thereon to the person entitled thereto, without any discrimination or preference; and

Second: To the payment to the persons entitled thereto of the unpaid principal amounts or redemption premium, if any, of any Bonds which have become due (other than Bonds previously called for redemption in accordance with the provisions hereof), whether at maturity or by call for redemption, in the order of their due dates, and if the amounts available are not sufficient to pay in full all the Bonds due on any date, then to the payment thereof ratably, according to the principal amounts or redemption premium, if any, due on such date, to the persons entitled thereto, without any discrimination or preference.

- (b) If the principal amounts of all Outstanding Bonds have become or have been declared due and payable, to the payment of the principal amounts and interest then due and unpaid upon the Bonds without preference or priority of principal over interest or of interest over principal, of any installment of interest over any other installment of interest, or of any Bond over any other Bond, ratably, according to the amounts due respectively for principal amounts and interest, to the persons entitled thereto without any discrimination or preference.
- (c) If the principal amounts of all Outstanding Bonds have been declared due and payable, and if such declaration thereafter has been rescinded and annulled under the provisions of the General Bond Ordinance, then, subject to the provisions of the General Bond Ordinance described in paragraph (b) herein in the event that the principal amounts of all Outstanding Bonds later becomes due or is declared due and payable, the moneys will be applied in accordance with the provisions of the General Bond Ordinance described in paragraph (a) above.

Whenever moneys are to be applied by the City or any receiver pursuant to the provisions of the Ordinance described under this caption "Application of Revenues and Other Moneys After Default," such moneys will be applied by it at such times, and from time to time, as the City or any receiver determines, having due regard for the amount of such moneys available for application and the likelihood of additional moneys becoming available for such application in the future. Whenever the City or any receiver applies such moneys, it will fix the date (which will be a Bond payment date unless it deems another date more suitable) upon which such application is to be made and upon such date interest on the principal amounts to be paid on such dates ceases to accrue. The City or any receiver will give such notice as it may deem appropriate of the deposit with it of any such moneys and of the fixing of any such date, and will not be required to make payment to the Holder of any Bond until such Bond is presented to the City or any receiver for appropriate endorsement of any partial payment or for cancellation if fully paid.

Whenever all Bonds and interest thereon have been paid under the provisions of the General Bond Ordinance described under this caption "Application of Revenues and Other Moneys After Default" and all expenses and charges of any receiver have been paid, any balance remaining will be paid to the person entitled to receive the same; if no other person is entitled thereto, then the balance will be paid to the City or as a court of competent jurisdiction may direct.

Defeasance

The obligations of the City under the General Bond Ordinance and the liens, pledges, charges, trusts and the covenants and agreements of the City therein made or provided for, will be fully discharged and satisfied as to any Bond; and, unless or except as otherwise provided in the supplemental ordinance to the General Bond Ordinance providing for the issuance of any Series of Bonds, such Bond or Series of Bonds will no longer be deemed to be Outstanding thereunder when:

- (a) such Bond or Series of Bonds has been purchased by the City and surrendered to the City for cancellation or otherwise surrendered to the City or the Registrar, and is canceled or subject to cancellation by the City or Registrar, or
- (b) payment of the principal of, redemption premium, if any, and interest on such Bond or Series of Bonds,

either (i) has been made or caused to be made in accordance with the terms thereof, or (ii) has been provided for by irrevocably depositing with the Paying Agent or such other depository as the City may designate in trust and irrevocably set aside exclusively for such payment, (1) moneys sufficient to make such payment, or (2) Government Obligations maturing as to principal and interest in such amounts and at such times as will ensure the availability of sufficient moneys to make such payment, and all necessary and proper fees, compensation and expenses of the Paying Agent and the Registrar. At such time as a Bond or Series of Bonds is no longer deemed to be Outstanding under the General Bond Ordinance, as aforesaid, such Bond or Series of Bonds will cease to draw interest from the redemption date thereof, and, except for the purposes of any such payment from such moneys or Government Obligations, will no longer be secured by or entitled to the benefits of the General Bond Ordinance.

APPENDIX D
FORMS OF OPINIONS OF CO-BOND COUNSEL

FORM OF OPINION OF CO-BOND COUNSEL

[BURR & FORMAN LLP]

TO BE INSERTED

FORM OF OPINION OF CO-BOND COUNSEL

[JOHNSON, TOAL, & BATTISTE, P.A.]

TO BE INSERTED

APPENDIX E
FORM OF DISCLOSURE DISSEMINATION AGENT AGREEMENT

FORM OF DISCLOSURE DISSEMINATION AGENT AGREEMENT

This Disclosure Dissemination Agent Agreement (“Disclosure Agreement”), dated November [], 2023, is executed and delivered by the City of Columbia, South Carolina (“Issuer” or “Obligated Person”) and Digital Assurance Certification, L.L.C., as exclusive Disclosure Dissemination Agent (“Disclosure Dissemination Agent” or “DAC”) for the benefit of the Holders (defined below) of the Bonds (defined below) and in order to provide certain continuing disclosure with respect to the Bonds in accordance with Rule 15c2-12 of the United States Securities and Exchange Commission under the Securities Exchange Act of 1934, as the same may be amended from time to time (“Rule”).

The services provided under this Disclosure Agreement solely relate to the execution of instructions received from the Issuer through use of the DAC system and do not constitute “advice” within the meaning of the Dodd-Frank Wall Street Reform and Consumer Protection Act (“Act”). DAC will not provide any advice or recommendation to the Issuer or anyone on the Issuer’s behalf regarding the “issuance of municipal securities” or any “municipal financial product” as defined in the Act and nothing in this Disclosure Agreement shall be interpreted to the contrary. DAC is not a “Municipal Advisor” as such term is defined in Section 15B of the Securities Exchange Act of 1934, as amended, and related rules.

SECTION 1. Definitions. Capitalized terms not otherwise defined in this Disclosure Agreement shall have the meaning assigned in the Rule or, to the extent not in conflict with the Rule, in the Official Statement (defined below). The capitalized terms shall have the following meanings:

“Annual Filing Date” means the date, set in Sections 2(a) and 2(f), by which the Annual Report is to be filed with the MSRB.

“Annual Financial Information” means annual financial information as such term is used in paragraph (b)(5)(i) of the Rule and specified in Section 3 of this Disclosure Agreement.

“Annual Report” means an Annual Report described in and consistent with Section 3 of this Disclosure Agreement.

“Audited Financial Statements” means the annual 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, Notice Event notice, Failure to File Event notice, Voluntary Event Disclosure or Voluntary Financial Disclosure delivered to the Disclosure Dissemination Agent is the Annual Report, Audited Financial Statements, Notice Event notice, Failure to File Event notice, Voluntary Event Disclosure or Voluntary Financial Disclosure required to be submitted to the MSRB under this Disclosure Agreement. A Certification shall accompany each such document submitted to the Disclosure Dissemination Agent by the Issuer and include the full name of the Bonds and the 9-digit CUSIP numbers for all Bonds to which the document applies.

“Disclosure 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.

“Financial Obligation” as used in this Disclosure Agreement is defined in the Rule, as may be amended, as (i) a debt obligation; (ii) derivative instrument entered into in connection with, or pledged as a security or a source of payment for, an existing or planned debt obligation; or (iii) guarantee of (i) or (ii). The term “Financial Obligation” shall not include municipal securities as to which a final official statement has been provided to the MSRB consistent with the Rule.

“Force Majeure Event” means: (i) acts of God, war, or terrorist action; (ii) failure or shut-down of the Electronic Municipal Market Access system maintained by the MSRB; or (iii) to the extent beyond the Disclosure Dissemination Agent’s reasonable control, interruptions in telecommunications or utilities services, failure, malfunction or error of any telecommunications, computer or other electrical, mechanical or technological application, service or system, computer virus, interruptions in Internet service or telephone service (including due to a virus, electrical delivery problem or similar occurrence) that affect Internet users generally, or in the local area in which the Disclosure Dissemination Agent or the MSRB is located, or acts of any government, regulatory or any other competent authority the effect of which is to prohibit the Disclosure Dissemination Agent from performance of its obligations under this Disclosure Agreement.

“Holder” means any person (a) having the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any Bonds (including persons holding Bonds through nominees, depositories or other intermediaries) or (b) treated as the owner of any Bonds for federal income tax purposes.

“Information” means, collectively, the Annual Reports, the Audited Financial Statements (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, or any successor thereto, established pursuant to Section 15B(b)(1) of the Securities Exchange Act of 1934, as amended.

“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 \$[PAR]* Waterworks and Sewer System Revenue Bonds Series 2023, 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, 2023. 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 to immediately send a Failure to File Event notice to the MSRB in substantially the form attached as Exhibit B, which may be accompanied by a cover sheet completed by the Disclosure Dissemination Agent in the form set forth in Exhibit C-1.

(c) If the Disclosure Dissemination Agent has not received an Annual Report and Certification by 6:00 p.m. Eastern time on Annual Filing Date (or, if such Annual Filing Date falls on a Saturday, Sunday or holiday, then the first business day thereafter) for the Annual Report, a Failure to File Event shall have occurred and the Issuer irrevocably directs the Disclosure Dissemination Agent to immediately send a Failure to File Event notice to the MSRB in substantially the form attached as Exhibit B without reference to the anticipated filing date for the Annual Report, which may be 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 Certification, 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;
 14. Appointment of a successor or additional trustee, or the change of name of a trustee, if material;
 15. Incurrence of a Financial Obligation of the Obligated Person, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the Obligated Person, any of which affect security holders, if material; and
 16. Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the Obligated Person, any of which reflect financial difficulties.
- (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 the 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.

Each Annual Report shall contain the following Annual Financial Information with respect to the Issuer, as of and for the fiscal year then completed, as provided in the Official Statement as follows; provided, however, that in the event the following information is collected and prepared by a party other than the Issuer, the Issuer shall be excused from compliance for failure to timely provide such information in the event such information is not available to the Issuer:

- (a) The financial statements of the Issuer for the preceding fiscal year prepared in accordance with generally accepted accounting principles as promulgated to apply to governmental entities from time to time by the GASB (or if not in conformity, to be accompanied by a qualitative discussion of the differences in the accounting principles and the impact of the change in the accounting principles on the presentation of the financial information). If the Issuer's audited financial statements are not available by the time the Annual Report is required to be filed pursuant to Section 3(a), the Annual Report shall contain unaudited financial statements in a format similar to the financial statements contained in the final Official Statement, and the audited financial statements shall be filed in the same manner as the Annual Report when they become available.
- (b) The financial and operating data contained in the following tables in the Official Statement:
 - (1) Under the caption, "FINANCIAL FACTORS": (i) Five-Year Summary and (ii) Historical Debt Service Coverage of the System; and
 - (2) 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.

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 the 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;
14. Appointment of a successor or additional trustee or the change of name of a trustee, if material; and
15. Incurrence of a Financial Obligation of the Obligated Person, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the Obligated Person, any of which affect security holders, if material; and
16. Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the Obligated Person, any of which reflect financial difficulties.

The Issuer shall, in a timely manner not in excess of ten (10) business days after its occurrence, notify the Disclosure Dissemination Agent in writing of the occurrence of a Notice Event. Such notice shall instruct the Disclosure Dissemination Agent to report the occurrence pursuant to subsection (c) and shall be accompanied by a Certification. Such notice or Certification shall identify the Notice Event that has occurred (which shall be any of the categories set forth in Section 2(e)(iv) of this Disclosure Agreement), include the text of the disclosure that the Issuer desires to make, contain the written authorization of the Issuer for the Disclosure Dissemination Agent to disseminate such information, and identify the date the Issuer desires for the Disclosure Dissemination Agent to disseminate the information (provided that such date is not later than the tenth business day after the occurrence of the Notice Event).

(b) The Disclosure Dissemination Agent is under no obligation to notify the Issuer or the Disclosure Representative of an event that may constitute a Notice Event. In the event the Disclosure Dissemination Agent so notifies the Disclosure Representative, the Disclosure Representative will within two business days of receipt of such notice (but in any event not later than the tenth business day after the occurrence of the Notice Event, if the Issuer determines that a Notice Event has occurred), instruct the Disclosure Dissemination Agent that (i) a Notice Event has not occurred and no filing is to be made or (ii) a Notice Event has occurred and the Disclosure Dissemination Agent is to report the occurrence pursuant to subsection (c) of this Section 4, together with a Certification. Such Certification shall identify the Notice Event that has occurred (which shall be any of the categories set forth in Section 2(e)(iv) of this Disclosure Agreement), include the text of the disclosure that the Issuer desires to make, contain the written authorization of the Issuer for the Disclosure Dissemination Agent to disseminate such information, and identify the date the Issuer desires for the Disclosure Dissemination Agent to disseminate the information (provided that such date is not later than the tenth business day after the occurrence of the Notice Event).

(c) If the Disclosure Dissemination Agent has been instructed by the Issuer as prescribed in subsection (a) or

(b)(ii) of this Section 4 to report the occurrence of a Notice Event, the Disclosure Dissemination Agent shall promptly file a notice of such occurrence with MSRB in accordance with Section 2 (e)(iv) hereof. This notice will be filed with a cover sheet completed by the Disclosure Dissemination Agent in the form set forth in Exhibit C-1.

SECTION 5. CUSIP Numbers. Whenever providing information to the Disclosure Dissemination Agent, including but not limited to Annual Reports, documents incorporated by reference to the Annual Reports, Audited Financial Statements, Notice Event notices, Failure to File Event notices, Voluntary Event Disclosures and Voluntary Financial Disclosures, the Issuer shall indicate the full name of the Bonds and the 9-digit CUSIP numbers for the Bonds as to which the provided information relates.

SECTION 6. Additional Disclosure Obligations. The Issuer acknowledges and understands that other state and federal laws, including but not limited to the Securities Act of 1933 and Rule 10b-5 promulgated under the Securities Exchange Act of 1934, may apply to the Issuer, and that the failure of the Disclosure Dissemination Agent to so advise the Issuer shall not constitute a breach by the Disclosure Dissemination Agent of any of its duties and responsibilities under this Disclosure Agreement. The Issuer acknowledges and understands that the duties of the Disclosure Dissemination Agent relate exclusively to execution of the mechanical tasks of disseminating information as described in this Disclosure Agreement.

SECTION 7. Voluntary Reports.

(a) The Issuer may instruct the Disclosure Dissemination Agent to file a Voluntary Event Disclosure with the MSRB from time to time pursuant to a Certification of the Disclosure Representative. Such Certification shall identify the Voluntary Event Disclosure (which shall be any of the categories set forth in Section 2(e)(vi) of this Disclosure Agreement), include the text of the disclosure that the Issuer desires to make, contain the written authorization of the Issuer for the Disclosure Dissemination Agent to disseminate such information, and identify the date the Issuer desires for the Disclosure Dissemination Agent to disseminate the information. If the Disclosure Dissemination Agent has been instructed by the Issuer as prescribed in this Section 7(a) to file a Voluntary Event Disclosure, the Disclosure Dissemination Agent shall promptly file such Voluntary Event Disclosure with the MSRB in accordance with Section 2(e)(vi) hereof. This notice will be filed with a cover sheet completed by the Disclosure Dissemination Agent in the form set forth in Exhibit C-2.

(b) The Issuer may instruct the Disclosure Dissemination Agent to file a Voluntary Financial Disclosure with the MSRB from time to time pursuant to a Certification of the Disclosure Representative. Such Certification shall identify the Voluntary Financial Disclosure (which shall be any of the categories set forth in Section 2(e)(vii) of this Disclosure Agreement), include the text of the disclosure that the Issuer desires to make, contain the written authorization of the Issuer for the Disclosure Dissemination Agent to disseminate such information, and identify the date the Issuer desires for the Disclosure Dissemination Agent to disseminate the information. If the Disclosure Dissemination Agent has been instructed by the Issuer as prescribed in this Section 7(b) to file a Voluntary Financial Disclosure, the Disclosure Dissemination Agent shall promptly file such Voluntary Financial Disclosure with the MSRB in accordance with Section 2(e)(vii) hereof. This notice will be filed with a cover sheet completed by the Disclosure Dissemination Agent in the form set forth in Exhibit C-3.

(c) The parties hereto acknowledge that the Issuer is not obligated pursuant to the terms of this Disclosure Agreement to file any Voluntary Event Disclosure pursuant to Section 7(a) hereof or any Voluntary Financial Disclosure pursuant to Section 7(b) hereof.

(d) Nothing in this Disclosure Agreement shall be deemed to prevent the Issuer from disseminating any other information through the Disclosure Dissemination Agent using the means of dissemination set forth in this Disclosure Agreement or including any other information in any Annual Report, Audited Financial Statements, Notice Event notice, Failure to File Event notice, Voluntary Event Disclosure or Voluntary Financial Disclosure, in addition to that required by this Disclosure Agreement. If the Issuer chooses to include any information in any Annual Report, Audited Financial Statements, Notice Event notice, Failure to File Event notice, Voluntary Event Disclosure or Voluntary Financial Disclosure in addition to that which is specifically required by this Disclosure Agreement, the Issuer shall have no obligation under this Disclosure Agreement to update such information or

include it in any future Annual Report, Audited Financial Statements, Notice Event notice, Failure to File Event notice, Voluntary Event Disclosure or Voluntary Financial Disclosure.

SECTION 8. Termination of Reporting Obligation. The obligations of the Issuer and the Disclosure Dissemination Agent under this Disclosure Agreement shall terminate with respect to the Bonds on the legal defeasance, prior redemption or payment in full of all of the Bonds, when the Issuer is no longer an obligated person with respect to the Bonds, or on delivery by the Disclosure Representative to the Disclosure Dissemination Agent of an opinion of nationally recognized bond counsel to the effect that continuing disclosure is no longer required.

SECTION 9. Disclosure Dissemination Agent. The Issuer has appointed Digital Assurance Certification, L.L.C. as exclusive Disclosure Dissemination Agent under this Disclosure Agreement. The Issuer may, on thirty days written notice to the Disclosure Dissemination Agent and the Trustee, replace or appoint a successor Disclosure Dissemination Agent. On termination of DAC's services as Disclosure Dissemination Agent, whether by notice of the Issuer or DAC, the Issuer agrees to appoint a successor Disclosure Dissemination Agent or, alternately, agrees to assume all responsibilities of Disclosure Dissemination Agent under this Disclosure Agreement for the benefit of the Holders of the Bonds. Notwithstanding any replacement or appointment of a successor, the Issuer shall remain liable until payment in full for any and all sums owed and payable to the Disclosure Dissemination Agent. The Disclosure Dissemination Agent may resign at any time by providing thirty days' prior written notice to the Issuer.

SECTION 10. Remedies in Event of Default. In the event of a failure of the Issuer or the Disclosure Dissemination Agent to comply with any provision of this Disclosure Agreement, the Holders' rights to enforce the provisions of this Agreement shall be limited solely to a right, by action in mandamus or for specific performance, to compel performance of the parties' obligation under this Disclosure Agreement. Any failure by a party to perform in accordance with this Disclosure Agreement shall not constitute a default on the Bonds or under any other document relating to the Bonds, and all rights and remedies shall be limited to those expressly stated in this Disclosure Agreement.

SECTION 11. Duties, Immunities and Liabilities of Disclosure Dissemination Agent.

(a) The Disclosure Dissemination Agent shall have only such duties as are specifically set forth in this Disclosure Agreement. The Disclosure Dissemination Agent's obligation to deliver the information at the times and with the contents described herein shall be limited to the extent the Issuer has provided such information to the Disclosure Dissemination Agent as required by this Disclosure Agreement. The Disclosure Dissemination Agent shall have no duty with respect to the content of any disclosures or notice made pursuant to the terms hereof. The Disclosure Dissemination Agent shall have no duty or obligation to review or verify any Information or any other information, disclosures or notices provided to it by the Issuer and shall not be deemed to be acting in any fiduciary capacity for the Issuer, the Holders of the Bonds or any other party. The Disclosure Dissemination Agent shall have no responsibility for the Issuer's failure to report to the Disclosure Dissemination Agent a Notice Event or a duty to determine the materiality thereof. The Disclosure Dissemination Agent shall have no duty to determine, or liability for failing to determine, whether the Issuer has complied with this Disclosure Agreement. The Disclosure Dissemination Agent may conclusively rely on Certifications of the Issuer at all times.

The obligations of the Issuer under this Section shall survive resignation or removal of the Disclosure Dissemination Agent and defeasance, redemption or payment of the Bonds.

(b) The Disclosure Dissemination Agent may, from time to time, consult with legal counsel (either in-house or external) of its own choosing in the event of any disagreement or controversy, or question or doubt as to the construction of any of the provisions hereof or its respective duties hereunder, and shall not incur any liability and shall be fully protected in acting in good faith on the advice of such legal counsel. The reasonable fees and expenses of such counsel shall be payable by the Issuer.

(c) All documents, reports, notices, statements, information and other materials provided to the MSRB under this Agreement shall be provided in an electronic format and accompanied by identifying information as prescribed by the MSRB.

SECTION 12. Amendment; Waiver. Notwithstanding any other provision of this Disclosure Agreement, the Issuer and the Disclosure Dissemination Agent may amend this Disclosure Agreement and any provision of this Disclosure Agreement may be waived, if such amendment or waiver is supported by an opinion of counsel expert in federal securities laws acceptable to both the Issuer and the Disclosure Dissemination Agent to the effect that such amendment or waiver does not materially impair the interests of Holders of the Bonds and would not, in and of itself, cause the undertakings herein to violate the Rule if such amendment or waiver had been effective on the date hereof but taking into account any subsequent change in or official interpretation of the Rule; provided neither the Issuer or the Disclosure Dissemination Agent shall be obligated to agree to any amendment modifying their respective duties or obligations without their consent thereto.

Notwithstanding the preceding paragraph, the Disclosure Dissemination Agent shall have the right to adopt amendments to this Disclosure Agreement necessary to comply with modifications to and interpretations of the provisions of the Rule as announced by the Securities and Exchange Commission from time to time by giving not less than 20 days written notice of the intent to do so together with a copy of the proposed amendment to the Issuer. No such amendment shall become effective if the Issuer shall, within 10 days following the giving of such notice, send a notice to the Disclosure Dissemination Agent in writing that it objects to such amendment.

SECTION 13. Beneficiaries. This Disclosure Agreement shall inure solely to the benefit of the Issuer, the Disclosure Dissemination Agent, the underwriter, and the Holders from time to time of the Bonds, and shall create no rights in any other person or entity.

SECTION 14. Governing Law. This Disclosure Agreement shall be governed by the laws of the State of South Carolina (other than with respect to conflicts of laws).

SECTION 15. Counterparts. This Disclosure Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

The Disclosure Dissemination Agent and the Issuer have caused this Disclosure Dissemination Agent 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 Issues:	\$(PAR)* Waterworks and Sewer System Revenue Bonds, Series 2023
Date of Issuance:	November [], 2023
Date of Official Statement:	[], 2023
CUSIP Numbers:	

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 Issues:	\$[PAR]* Waterworks and Sewer System Revenue Bonds, Series 2023
Date of Issuance:	November [], 2023
Date of Official Statement:	[], 2023

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 November [], 2023, 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 pursuant to Securities and Exchange Commission Rule 15c2-12(b)(5)(i)(C) and (D).

Issuer's and/or Other Obligated Person's Name: City of Columbia, South Carolina

Issuer's Six-Digit CUSIP Number: 198504

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. ____ Tender offers
10. ____ Defeasances;
11. ____ Release, substitution, or sale of property securing repayment of the securities, if material;
12. ____ Rating changes;
13. ____ Bankruptcy, insolvency, receivership or similar event of the Obligated Person;
14. ____ Merger, consolidation, or acquisition of the Obligated Person, if material;
15. ____ Appointment of a successor or additional trustee, or the change of name of a trustee, if material;
16. ____ Incurrence of a Financial Obligation of the Obligated Person, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the Obligated Person, any of which affect security holders, if material; and
17. ____ Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the Obligated Person, any of which reflect financial difficulties.

I hereby represent that I am authorized by the issuer or its agent to distribute this information publicly:

Signature: _____

Name: _____ Title: _____

Employer: Digital Assurance Certification, L.L.C.
315 E. Robinson Street, Suite 300
Orlando, Florida 32801
407-515-1100

Date: _____

EXHIBIT C-2
VOLUNTARY EVENT DISCLOSURE COVER SHEET

This cover sheet and notice should be sent to the Municipal Securities Rulemaking Board pursuant to Securities and Exchange Commission Rule 15c2-12(b)(5)(i)(C) and (D).

Issuer's and/or Other Obligated Person's Name: City of Columbia, South Carolina

Issuer's Six-Digit CUSIP Number: 198504

or Nine-Digit CUSIP Number(s) of the bonds to which this notice relates: _____

Number of pages of attached 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; and
10. ____ other event-based disclosures.

I hereby represent that I am authorized by the issuer or its agent to distribute this information publicly:

Signature: _____

Name: _____ Title: _____

Employer: Digital Assurance Certification, L.L.C.
 315 E. Robinson Street, Suite 300
 Orlando, Florida 32801
 407-515-1100

Date: _____

EXHIBIT C-3
VOLUNTARY FINANCIAL DISCLOSURE COVER SHEET

This cover sheet and notice should be sent to the Municipal Securities Rulemaking Board pursuant to Securities and Exchange Commission Rule 15c2-12(b)(5)(i)(C) and (D).

Issuer's and/or Other Obligated Person's Name: City of Columbia, South Carolina

Issuer's Six-Digit CUSIP Number: 198504

or Nine-Digit CUSIP Number(s) of the bonds to which this notice relates: _____

Number of pages of attached notice: _____

____ Description of Voluntary Financial Disclosure (Check One):

1. ☐ quarterly/monthly financial information;
2. ☐ change in fiscal year/timing of annual disclosure;
3. ☐ change in accounting standard;
4. ☐ interim/additional financial information/operating data;
5. ☐ budget;
6. ☐ investment/debt/financial policy;
7. ☐ information provided to rating agency, credit/liquidity provider or other third party;
8. ☐ consultant reports; and
9. ☐ other financial/operating data.

I hereby represent that I am authorized by the issuer or its agent to distribute this information publicly:

Signature: _____

Name: _____ Title: _____

Employer: Digital Assurance Certification, L.L.C.
 315 E. Robinson Street, Suite 300
 Orlando, Florida 32801
 407-515-1100

Date: _____

APPENDIX F

BOOK-ENTRY SYSTEM

Book-Entry System

THE DESCRIPTION WHICH FOLLOWS OF THE PROCEDURES AND RECORDKEEPING WITH RESPECT TO BENEFICIAL OWNERSHIP INTERESTS IN THE SERIES 2023 BONDS, PAYMENT OF INTEREST AND PRINCIPAL ON THE SERIES 2023 BONDS TO DIRECT AND INDIRECT PARTICIPANTS (AS DEFINED HEREIN) OR BENEFICIAL OWNERS (AS DEFINED HEREIN) OF THE SERIES 2023 BONDS, CONFIRMATION AND TRANSFER OF BENEFICIAL OWNERSHIP INTERESTS IN THE SERIES 2023 BONDS, AND OTHER RELATED TRANSACTIONS BY AND BETWEEN DTC, THE DIRECT AND INDIRECT PARTICIPANTS AND BENEFICIAL OWNERS OF THE Series 2023 Bonds IS BASED SOLELY ON INFORMATION FURNISHED BY DTC. ACCORDINGLY, THE CITY NEITHER MAKES NOR CAN MAKE ANY REPRESENTATION CONCERNING THESE MATTERS.

Beneficial ownership interests in the Series 2023 Bonds will be available only in book-entry form. Each beneficial owner of the Series 2023 Bonds (“Beneficial Owner”) will not receive a physical bond certificate representing its interests in the Series 2023 Bonds purchased. So long as Cede & Co., as nominee for DTC, or its nominee is the registered owner of the Series 2023 Bonds, references in this Official Statement to the Bondholders or registered owners of the Series 2023 Bonds, as applicable (other than under the caption “TAX EXEMPTION AND OTHER TAX MATTERS” herein), shall mean DTC or its nominee and shall not mean the Beneficial Owners. Unless and until the book-entry system has been discontinued, the Series 2023 Bonds will be available only in book-entry form in denominations of \$5,000 or any whole multiple thereof.

DTC will initially act as securities depository for the Series 2023 Bonds. The Series 2023 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 series and maturity of the Series 2023 Bonds, as set forth on the front cover page hereof, and will be deposited with DTC.

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 Series 2023 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 U.S. Securities and Exchange Commission (“SEC”). More information about DTC can be found at www.dtcc.com.

Purchases of the Series 2023 Bonds under the DTC system must be made by or through Direct Participants, which will receive a credit for the Series 2023 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 Series 2023 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 Series 2023 Bonds, except in the event that use of the book-entry system for the Series 2023 Bonds is discontinued.

To facilitate subsequent transfers, the Series 2023 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 Series 2023 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 Series 2023 Bonds; DTC's records reflect only the identity of the Direct Participants to whose accounts the Series 2023 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 Series 2023 Bonds may wish to take certain steps to augment the transmission to them of notices of significant events with respect to the Series 2023 Bonds, such as redemptions, tenders, defaults, and proposed amendments to the Ordinance. For example, Beneficial Owners of the Series 2023 Bonds may wish to ascertain that the nominee holding the Series 2023 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 a series of the Series 2023 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 Series 2023 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 Series 2023 Bonds are credited on the record date (identified in a listing attached to the Omnibus Proxy).

Principal, redemption premium, if any, and interest payments on the Series 2023 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 upon 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 Series 2023 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, Series 2023 Bond certificates are required to be printed and delivered.

The City may decide to discontinue use of the system of book-entry transfers through DTC (or a successor securities depository). In that event, Series 2023 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 Series 2023 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 Series 2023 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 SERIES 2023 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 SERIES 2023 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 SERIES 2023 BONDS; (V) ANY CONSENT GIVEN OR OTHER ACTION TAKEN BY DTC AS THE OWNER OF THE SERIES 2023 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 Series 2023 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 Series 2023 Bonds, together with an assignment duly executed by DTC, the City will execute and deliver to the successor depository, the Series 2023 Bonds of the same principal amount, interest rate, and maturity. If the City is unable to retain a qualified successor to DTC, or the City has determined that it is in its best interest not to continue the book-entry system of transfer or that interests of the Beneficial Owners of the Series 2023 Bonds might be adversely affected if the book-entry system of transfer is continued (the City has undertaken no obligation to make any investigation to determine the occurrence of any events that would permit it to make any such determination), and has made provision to so notify Beneficial Owners of the Series 2023 Bonds by mailing an appropriate notice to DTC, on receipt by the City of the Series 2023 Bonds together with an assignment duly executed by DTC, the City will execute, authenticate and deliver to the Direct Participants the Series 2023 Bonds in fully-registered form, in authorized denominations; provided, however, that the discontinuation of the book-entry system of registration and transfer or the replacement of DTC or any successor depository is subject to the applicable rules of DTC or such successor depository on file or otherwise approved by the SEC.

Because DTC is treated as the Owner of the Series 2023 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 City, 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 Series 2023 Bonds that may be transmitted by or through DTC.

Registration, Transfers and Exchanges

Series 2023 Bonds Held in Book-Entry Form

So long as the Series 2023 Bonds are in book-entry form and are registered in the name of Cede & Co., as the nominee of DTC, the Series 2023 Bonds may be registered, transferred and exchanged as set forth under "Book-Entry System" herein.

Series 2023 Bonds Not Held in Book-Entry Form

Each Series 2023 Bond not held in book-entry form shall be transferable only on the 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 Series 2023 Bond, the Registrar/Paying Agent shall cause to be issued in the name of the transferee a new fully registered Series 2023 Bond, of the same aggregate principal amount, interest rate, series and maturity as the surrendered Series 2023 Bond. Any registered owner requesting a transfer shall pay any tax or other governmental charge

required to be paid with respect thereto. Any Series 2023 Bond surrendered in exchange for a new registered Series 2023 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 Series 2023 Bond not held in book-entry form shall be registered as the absolute owner of such Series 2023 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 Series 2023 Bond with respect thereto.

In the event any Series 2023 Bond not held in book-entry form becomes mutilated in whole or in part, or is lost, stolen or destroyed, or becomes so defaced as to impair the value thereof to the holder thereof, the City shall execute and the Registrar/Paying Agent shall authenticate and deliver a new Series 2023 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 Series 2023 Bond; provided that, in the case of any mutilated Series 2023 Bond, such Series 2023 Bond shall be surrendered to the Registrar/Paying Agent, and in the case of any lost, stolen or destroyed Series 2023 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 Series 2023 Bond shall have matured, instead of issuing a duplicate Series 2023 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 Series 2023 Bond with their reasonable fees and expenses in connection therewith.

EXHIBIT D

FORM OF CONTINUING DISCLOSURE AGREEMENT

DISCLOSURE DISSEMINATION AGENT AGREEMENT

This Disclosure Dissemination Agent Agreement (“Disclosure Agreement”), dated [Closing Date], 2023, is executed and delivered by the City of Columbia, South Carolina (“Issuer” or “Obligated Person”) and Digital Assurance Certification, L.L.C., as exclusive Disclosure Dissemination Agent (“Disclosure Dissemination Agent” or “DAC”) for the benefit of the Holders (defined below) of the Bonds (defined below) and in order to provide certain continuing disclosure with respect to the Bonds in accordance with Rule 15c2-12 of the United States Securities and Exchange Commission under the Securities Exchange Act of 1934, as the same may be amended from time to time (“Rule”).

The services provided under this Disclosure Agreement solely relate to the execution of instructions received from the Issuer through use of the DAC system and do not constitute “advice” within the meaning of the Dodd-Frank Wall Street Reform and Consumer Protection Act (“Act”). DAC will not provide any advice or recommendation to the Issuer or anyone on the Issuer’s behalf regarding the “issuance of municipal securities” or any “municipal financial product” as defined in the Act and nothing in this Disclosure Agreement shall be interpreted to the contrary. DAC is not a “Municipal Advisor” as such term is defined in Section 15B of the Securities Exchange Act of 1934, as amended, and related rules.

SECTION 1. Definitions. Capitalized terms not otherwise defined in this Disclosure Agreement shall have the meaning assigned in the Rule or, to the extent not in conflict with the Rule, in the Official Statement (defined below). The capitalized terms shall have the following meanings:

“Annual Filing Date” means the date, set in Sections 2(a) and 2(f), by which the Annual Report is to be filed with the MSRB.

“Annual Financial Information” means annual financial information as such term is used in paragraph (b)(5)(i) of the Rule and specified in Section 3 of this Disclosure Agreement.

“Annual Report” means an Annual Report described in and consistent with Section 3 of this Disclosure Agreement.

“Audited Financial Statements” means the annual 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, Notice Event notice, Failure to File Event notice, Voluntary Event Disclosure or Voluntary Financial Disclosure delivered to the Disclosure Dissemination Agent is the Annual Report, Audited Financial Statements, Notice Event notice, Failure to File Event notice, Voluntary Event Disclosure or Voluntary Financial Disclosure required to be submitted to the MSRB under this Disclosure Agreement. A Certification shall accompany each such document submitted to the Disclosure Dissemination Agent by the Issuer and include the full name of the Bonds and the 9-digit CUSIP numbers for all Bonds to which the document applies.

“Disclosure 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.

“Financial Obligation” as used in this Disclosure Agreement is defined in the Rule, as may be amended, as (i) a debt obligation; (ii) derivative instrument entered into in connection with, or pledged as a security or a source of payment for, an existing or planned debt obligation; or (iii) guarantee of (i) or (ii). The term “Financial Obligation” shall not include municipal securities as to which a final official statement has been provided to the MSRB consistent with the Rule.

“Force Majeure Event” means: (i) acts of God, war, or terrorist action; (ii) failure or shut-down of the Electronic Municipal Market Access system maintained by the MSRB; or (iii) to the extent beyond the Disclosure Dissemination Agent’s reasonable control, interruptions in telecommunications or utilities services, failure, malfunction or error of any telecommunications, computer or other electrical, mechanical or technological application, service or system, computer virus, interruptions in Internet service or telephone service (including due to a virus, electrical delivery problem or similar occurrence) that affect Internet users generally, or in the local area in which the Disclosure Dissemination Agent or the MSRB is located, or acts of any government, regulatory or any other competent authority the effect of which is to prohibit the Disclosure Dissemination Agent from performance of its obligations under this Disclosure Agreement.

“Holder” means any person (a) having the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any Bonds (including persons holding Bonds through nominees, depositories or other intermediaries) or (b) treated as the owner of any Bonds for federal income tax purposes.

“Information” means, collectively, the Annual Reports, the Audited Financial Statements (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, or any successor thereto, established pursuant to Section 15B(b)(1) of the Securities Exchange Act of 1934, as amended.

“Notice Event” means an event listed in Sections 4(a) of this Disclosure Agreement.

“Official Statement” means that Official Statement prepared by the Issuer in connection with its \$[]* Waterworks and Sewer System Revenue Bonds, Series 2023, 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, 2023. 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 to immediately send a Failure to File Event notice to the MSRB in substantially the form attached as Exhibit B, which may be accompanied by a cover sheet completed by the Disclosure Dissemination Agent in the form set forth in Exhibit C-1.

(c) If the Disclosure Dissemination Agent has not received an Annual Report and Certification by 6:00 p.m. Eastern time on Annual Filing Date (or, if such Annual Filing Date falls on a Saturday, Sunday or holiday, then the first business day thereafter) for the Annual Report, a Failure to File Event shall have occurred and the Issuer irrevocably directs the Disclosure Dissemination Agent to immediately send a Failure to File Event notice to the MSRB in substantially the form attached as Exhibit B without reference to the anticipated filing date for the Annual Report, which may be 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 Certification, 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;
 14. Appointment of a successor or additional trustee, or the change of name of a trustee, if material;
 15. Incurrence of a Financial Obligation of the Obligated Person, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the Obligated Person, any of which affect security holders, if material; and
 16. Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the Obligated Person, any of which reflect financial difficulties.
- (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 the 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.

Each Annual Report shall contain the following Annual Financial Information with respect to the Issuer, as of and for the fiscal year then completed, as provided in the Official Statement as follows; provided, however, that in the event the following information is collected and prepared by a party other than the Issuer, the Issuer shall be excused from compliance for failure to timely provide such information in the event such information is not available to the Issuer:

- (a) The financial statements of the Issuer for the preceding fiscal year prepared in accordance with generally accepted accounting principles as promulgated to apply to governmental entities from time to time by the GASB (or if not in conformity, to be accompanied by a qualitative discussion of the differences in the accounting principles and the impact of the change in the accounting principles on the presentation of the financial information). If the Issuer's audited financial statements are not available by the time the Annual Report is required to be filed pursuant to Section 3(a), the Annual Report shall contain unaudited financial statements in a format similar to the financial statements contained in the final Official Statement, and the audited financial statements shall be filed in the same manner as the Annual Report when they become available.
- (b) The financial and operating data contained in the following tables in the Official Statement:
 - (1) Under the caption, "FINANCIAL FACTORS": (i) Five-Year Summary and (ii) Historical Debt Service Coverage of the System; and
 - (2) 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.

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 the 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;
14. Appointment of a successor or additional trustee or the change of name of a trustee, if material; and
15. Incurrence of a Financial Obligation of the Obligated Person, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the Obligated Person, any of which affect security holders, if material; and
16. Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the Obligated Person, any of which reflect financial difficulties.

The Issuer shall, in a timely manner not in excess of ten (10) business days after its occurrence, notify the Disclosure Dissemination Agent in writing of the occurrence of a Notice Event. Such notice shall instruct the Disclosure Dissemination Agent to report the occurrence pursuant to subsection (c) and shall be accompanied by a Certification. Such notice or Certification shall identify the Notice Event that has occurred (which shall be any of the categories set forth in Section 2(e)(iv) of this Disclosure Agreement), include the text of the disclosure that the Issuer desires to make, contain the written authorization of the Issuer for the Disclosure Dissemination Agent to disseminate such information, and identify the date the Issuer desires for the Disclosure Dissemination Agent to disseminate the information (provided that such date is not later than the tenth business day after the occurrence of the Notice Event).

(b) The Disclosure Dissemination Agent is under no obligation to notify the Issuer or the Disclosure Representative of an event that may constitute a Notice Event. In the event the Disclosure Dissemination Agent so notifies the Disclosure Representative, the Disclosure Representative will within two business days of receipt of such notice (but in any event not later than the tenth business day after the occurrence of the Notice Event, if the Issuer determines that a Notice Event has occurred), instruct the Disclosure Dissemination Agent that (i) a Notice Event has not occurred and no filing is to be made or (ii) a Notice Event has occurred and the Disclosure Dissemination Agent is to report the occurrence pursuant to subsection (c) of this Section 4, together with a Certification. Such Certification shall identify the Notice Event that has occurred (which shall be any of the categories set forth in Section 2(e)(iv) of this Disclosure Agreement), include the text of the disclosure that the Issuer desires to make, contain the written authorization of the Issuer for the Disclosure Dissemination Agent to disseminate such information, and identify the date the Issuer desires for the Disclosure Dissemination Agent to disseminate the information (provided that such date is not later than the tenth business day after the occurrence of the Notice Event).

(c) If the Disclosure Dissemination Agent has been instructed by the Issuer as prescribed in subsection (a) or

(b)(ii) of this Section 4 to report the occurrence of a Notice Event, the Disclosure Dissemination Agent shall promptly file a notice of such occurrence with MSRB in accordance with Section 2 (e)(iv) hereof. This notice will be filed with a cover sheet completed by the Disclosure Dissemination Agent in the form set forth in Exhibit C-1.

SECTION 5. CUSIP Numbers. Whenever providing information to the Disclosure Dissemination Agent, including but not limited to Annual Reports, documents incorporated by reference to the Annual Reports, Audited Financial Statements, Notice Event notices, Failure to File Event notices, Voluntary Event Disclosures and Voluntary Financial Disclosures, the Issuer shall indicate the full name of the Bonds and the 9-digit CUSIP numbers for the Bonds as to which the provided information relates.

SECTION 6. Additional Disclosure Obligations. The Issuer acknowledges and understands that other state and federal laws, including but not limited to the Securities Act of 1933 and Rule 10b-5 promulgated under the Securities Exchange Act of 1934, may apply to the Issuer, and that the failure of the Disclosure Dissemination Agent to so advise the Issuer shall not constitute a breach by the Disclosure Dissemination Agent of any of its duties and responsibilities under this Disclosure Agreement. The Issuer acknowledges and understands that the duties of the Disclosure Dissemination Agent relate exclusively to execution of the mechanical tasks of disseminating information as described in this Disclosure Agreement.

SECTION 7. Voluntary Reports.

(a) The Issuer may instruct the Disclosure Dissemination Agent to file a Voluntary Event Disclosure with the MSRB from time to time pursuant to a Certification of the Disclosure Representative. Such Certification shall identify the Voluntary Event Disclosure (which shall be any of the categories set forth in Section 2(e)(vi) of this Disclosure Agreement), include the text of the disclosure that the Issuer desires to make, contain the written authorization of the Issuer for the Disclosure Dissemination Agent to disseminate such information, and identify the date the Issuer desires for the Disclosure Dissemination Agent to disseminate the information. If the Disclosure Dissemination Agent has been instructed by the Issuer as prescribed in this Section 7(a) to file a Voluntary Event Disclosure, the Disclosure Dissemination Agent shall promptly file such Voluntary Event Disclosure with the MSRB in accordance with Section 2(e)(vi) hereof. This notice will be filed with a cover sheet completed by the Disclosure Dissemination Agent in the form set forth in Exhibit C-2.

(b) The Issuer may instruct the Disclosure Dissemination Agent to file a Voluntary Financial Disclosure with the MSRB from time to time pursuant to a Certification of the Disclosure Representative. Such Certification shall identify the Voluntary Financial Disclosure (which shall be any of the categories set forth in Section 2(e)(vii) of this Disclosure Agreement), include the text of the disclosure that the Issuer desires to make, contain the written authorization of the Issuer for the Disclosure Dissemination Agent to disseminate such information, and identify the date the Issuer desires for the Disclosure Dissemination Agent to disseminate the information. If the Disclosure Dissemination Agent has been instructed by the Issuer as prescribed in this Section 7(b) to file a Voluntary Financial Disclosure, the Disclosure Dissemination Agent shall promptly file such Voluntary Financial Disclosure with the MSRB in accordance with Section 2(e)(vii) hereof. This notice will be filed with a cover sheet completed by the Disclosure Dissemination Agent in the form set forth in Exhibit C-3.

(c) The parties hereto acknowledge that the Issuer is not obligated pursuant to the terms of this Disclosure Agreement to file any Voluntary Event Disclosure pursuant to Section 7(a) hereof or any Voluntary Financial Disclosure pursuant to Section 7(b) hereof.

(d) Nothing in this Disclosure Agreement shall be deemed to prevent the Issuer from disseminating any other information through the Disclosure Dissemination Agent using the means of dissemination set forth in this Disclosure Agreement or including any other information in any Annual Report, Audited Financial Statements, Notice Event notice, Failure to File Event notice, Voluntary Event Disclosure or Voluntary Financial Disclosure, in addition to that required by this Disclosure Agreement. If the Issuer chooses to include any information in any Annual Report, Audited Financial Statements, Notice Event notice, Failure to File Event notice, Voluntary Event Disclosure or Voluntary Financial Disclosure in addition to that which is specifically required by this Disclosure Agreement, the Issuer shall have no obligation under this Disclosure Agreement to update such information or

include it in any future Annual Report, Audited Financial Statements, Notice Event notice, Failure to File Event notice, Voluntary Event Disclosure or Voluntary Financial Disclosure.

SECTION 8. Termination of Reporting Obligation. The obligations of the Issuer and the Disclosure Dissemination Agent under this Disclosure Agreement shall terminate with respect to the Bonds on the legal defeasance, prior redemption or payment in full of all of the Bonds, when the Issuer is no longer an obligated person with respect to the Bonds, or on delivery by the Disclosure Representative to the Disclosure Dissemination Agent of an opinion of nationally recognized bond counsel to the effect that continuing disclosure is no longer required.

SECTION 9. Disclosure Dissemination Agent. The Issuer has appointed Digital Assurance Certification, L.L.C. as exclusive Disclosure Dissemination Agent under this Disclosure Agreement. The Issuer may, on thirty days written notice to the Disclosure Dissemination Agent and the Trustee, replace or appoint a successor Disclosure Dissemination Agent. On termination of DAC's services as Disclosure Dissemination Agent, whether by notice of the Issuer or DAC, the Issuer agrees to appoint a successor Disclosure Dissemination Agent or, alternately, agrees to assume all responsibilities of Disclosure Dissemination Agent under this Disclosure Agreement for the benefit of the Holders of the Bonds. Notwithstanding any replacement or appointment of a successor, the Issuer shall remain liable until payment in full for any and all sums owed and payable to the Disclosure Dissemination Agent. The Disclosure Dissemination Agent may resign at any time by providing thirty days' prior written notice to the Issuer.

SECTION 10. Remedies in Event of Default. In the event of a failure of the Issuer or the Disclosure Dissemination Agent to comply with any provision of this Disclosure Agreement, the Holders' rights to enforce the provisions of this Agreement shall be limited solely to a right, by action in mandamus or for specific performance, to compel performance of the parties' obligation under this Disclosure Agreement. Any failure by a party to perform in accordance with this Disclosure Agreement shall not constitute a default on the Bonds or under any other document relating to the Bonds, and all rights and remedies shall be limited to those expressly stated in this Disclosure Agreement.

SECTION 11. Duties, Immunities and Liabilities of Disclosure Dissemination Agent.

(a) The Disclosure Dissemination Agent shall have only such duties as are specifically set forth in this Disclosure Agreement. The Disclosure Dissemination Agent's obligation to deliver the information at the times and with the contents described herein shall be limited to the extent the Issuer has provided such information to the Disclosure Dissemination Agent as required by this Disclosure Agreement. The Disclosure Dissemination Agent shall have no duty with respect to the content of any disclosures or notice made pursuant to the terms hereof. The Disclosure Dissemination Agent shall have no duty or obligation to review or verify any Information or any other information, disclosures or notices provided to it by the Issuer and shall not be deemed to be acting in any fiduciary capacity for the Issuer, the Holders of the Bonds or any other party. The Disclosure Dissemination Agent shall have no responsibility for the Issuer's failure to report to the Disclosure Dissemination Agent a Notice Event or a duty to determine the materiality thereof. The Disclosure Dissemination Agent shall have no duty to determine, or liability for failing to determine, whether the Issuer has complied with this Disclosure Agreement. The Disclosure Dissemination Agent may conclusively rely on Certifications of the Issuer at all times.

The obligations of the Issuer under this Section shall survive resignation or removal of the Disclosure Dissemination Agent and defeasance, redemption or payment of the Bonds.

(b) The Disclosure Dissemination Agent may, from time to time, consult with legal counsel (either in-house or external) of its own choosing in the event of any disagreement or controversy, or question or doubt as to the construction of any of the provisions hereof or its respective duties hereunder, and shall not incur any liability and shall be fully protected in acting in good faith on the advice of such legal counsel. The reasonable fees and expenses of such counsel shall be payable by the Issuer.

(c) All documents, reports, notices, statements, information and other materials provided to the MSRB under this Agreement shall be provided in an electronic format and accompanied by identifying information as prescribed by the MSRB.

SECTION 12. Amendment; Waiver. Notwithstanding any other provision of this Disclosure Agreement, the Issuer and the Disclosure Dissemination Agent may amend this Disclosure Agreement and any provision of this Disclosure Agreement may be waived, if such amendment or waiver is supported by an opinion of counsel expert in federal securities laws acceptable to both the Issuer and the Disclosure Dissemination Agent to the effect that such amendment or waiver does not materially impair the interests of Holders of the Bonds and would not, in and of itself, cause the undertakings herein to violate the Rule if such amendment or waiver had been effective on the date hereof but taking into account any subsequent change in or official interpretation of the Rule; provided neither the Issuer or the Disclosure Dissemination Agent shall be obligated to agree to any amendment modifying their respective duties or obligations without their consent thereto.

Notwithstanding the preceding paragraph, the Disclosure Dissemination Agent shall have the right to adopt amendments to this Disclosure Agreement necessary to comply with modifications to and interpretations of the provisions of the Rule as announced by the Securities and Exchange Commission from time to time by giving not less than 20 days written notice of the intent to do so together with a copy of the proposed amendment to the Issuer. No such amendment shall become effective if the Issuer shall, within 10 days following the giving of such notice, send a notice to the Disclosure Dissemination Agent in writing that it objects to such amendment.

SECTION 13. Beneficiaries. This Disclosure Agreement shall inure solely to the benefit of the Issuer, the Disclosure Dissemination Agent, the underwriter, and the Holders from time to time of the Bonds, and shall create no rights in any other person or entity.

SECTION 14. Governing Law. This Disclosure Agreement shall be governed by the laws of the State of South Carolina (other than with respect to conflicts of laws).

SECTION 15. Counterparts. This Disclosure Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

The Disclosure Dissemination Agent and the Issuer have caused this Disclosure Dissemination Agent 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 Issues:	\$[]* Waterworks and Sewer System [Refunding] Revenue Bonds, [Taxable] Series 2023
Date of Issuance:	[Closing Date], 2023
Date of Official Statement:	[Sale Date], 2023
CUSIP Numbers:	

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 Issues:	\$[]* Waterworks and Sewer System [Refunding] Revenue Bonds, [Taxable] Series 2023
Date of Issuance:	[Closing Date], 2023
Date of Official Statement:	[Sale Date], 2023

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 [Closing Date], 2023, 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 pursuant to Securities and Exchange Commission Rule 15c2-12(b)(5)(i)(C) and (D).

Issuer's and/or Other Obligated Person's Name: City of Columbia, South Carolina

Issuer's Six-Digit CUSIP Number: 198504

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. ____ Tender offers
10. ____ Defeasances;
11. ____ Release, substitution, or sale of property securing repayment of the securities, if material;
12. ____ Rating changes;
13. ____ Bankruptcy, insolvency, receivership or similar event of the Obligated Person;
14. ____ Merger, consolidation, or acquisition of the Obligated Person, if material;
15. ____ Appointment of a successor or additional trustee, or the change of name of a trustee, if material;
16. ____ Incurrence of a Financial Obligation of the Obligated Person, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the Obligated Person, any of which affect security holders, if material; and
17. ____ Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the Obligated Person, any of which reflect financial difficulties.

I hereby represent that I am authorized by the issuer or its agent to distribute this information publicly:

Signature: _____

Name: _____ Title: _____

Employer: Digital Assurance Certification, L.L.C.
315 E. Robinson Street, Suite 300
Orlando, FL 32801
407-515-1100

Date: _____

EXHIBIT C-2
VOLUNTARY EVENT DISCLOSURE COVER SHEET

This cover sheet and notice should be sent to the Municipal Securities Rulemaking Board pursuant to Securities and Exchange Commission Rule 15c2-12(b)(5)(i)(C) and (D).

Issuer's and/or Other Obligated Person's Name: City of Columbia, South Carolina

Issuer's Six-Digit CUSIP Number: 198504

or Nine-Digit CUSIP Number(s) of the bonds to which this notice relates: _____

Number of pages of attached 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; and
10. ____ other event-based disclosures.

I hereby represent that I am authorized by the issuer or its agent to distribute this information publicly:

Signature: _____

Name: _____ Title: _____

Employer: Digital Assurance Certification, L.L.C.
 315 E. Robinson Street, Suite 300
 Orlando, FL 32801
 407-515-1100

Date: _____

EXHIBIT C-3
VOLUNTARY FINANCIAL DISCLOSURE COVER SHEET

This cover sheet and notice should be sent to the Municipal Securities Rulemaking Board pursuant to Securities and Exchange Commission Rule 15c2-12(b)(5)(i)(C) and (D).

Issuer's and/or Other Obligated Person's Name: City of Columbia, South Carolina

Issuer's Six-Digit CUSIP Number: 198504

or Nine-Digit CUSIP Number(s) of the bonds to which this notice relates: _____

Number of pages of attached notice: _____

____ Description of Voluntary Financial Disclosure (Check One):

1. ☐ quarterly/monthly financial information;
2. ☐ change in fiscal year/timing of annual disclosure;
3. ☐ change in accounting standard;
4. ☐ interim/additional financial information/operating data;
5. ☐ budget;
6. ☐ investment/debt/financial policy;
7. ☐ information provided to rating agency, credit/liquidity provider or other third party;
8. ☐ consultant reports; and
9. ☐ other financial/operating data.

I hereby represent that I am authorized by the issuer or its agent to distribute this information publicly:

Signature: _____

Name: _____ Title: _____

Employer: Digital Assurance Certification, L.L.C.
 315 E. Robinson Street, Suite 300
 Orlando, FL 32801
 407-515-1100

Date: _____



We Are Columbia

MEETING DATE: September 19, 2023

DEPARTMENT: Legal Department

FROM: *Teresa Knox, City Attorney*

SUBJECT: Ordinance No.: 2023-111 - Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 5, Buildings and Buildings Regulations, Article IX, Short Term Rentals, Sec. 5-402, Short-term rental regulations, Sec. 5-404, Short-term rental permit application and fees and Sec. 5-410, Enforcement and penalties

**FUNDING SOURCE &
ORIGINAL BUDGET:**

FOCUS AREAS: Planning Together

PURPOSE:

Short-Term Rentals Ad-hoc Committee Recommendation: 08/15/2023; Approval (3-0)

First reading approval was given on September 5, 2023.

ATTACHMENTS:

- **#a:** 2023-111 - Short Term Rental (PDF)
- **#b:** STR_MN_081523 (PDF)

HISTORY:

09/05/23

Columbia City Council

APPROVED ON FIRST READING.

ORDINANCE NO.: 2023-111

Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 5, Buildings and Buildings Regulations, Article IX, Short Term Rentals, Sec. 5-402, Short-term rental regulations, Sec. 5-404, Short-term rental permit application and fees and Sec. 5-410, Enforcement and penalties

BE IT ORDAINED by the Mayor and Council this _____ day of _____, 2023, that the 1998 Code of Ordinances of the City of Columbia, Chapter 5, Buildings and Buildings Regulations, Article IX, Short Term Rentals, Sec. 5-402, Short-term rental regulations, Sec. 5-404, Short-term rental permit application and fees and Sec. 5-410, Enforcement and penalties is amended to read as follows:

Sec. 5-401. Definitions.

Unless otherwise expressly stated, the following terms shall, for the purposes of this article, have the meanings shown in this section. Where terms are not defined, through the methods authorized by this section or Code, such terms shall have ordinarily accepted meaning such as the context implies.

Citation means a charge or formal written accusation of violation of a city, state or federal law, regulation or ordinance.

Dwelling unit means any structure or portion of a structure arranged or designed to provide independent living facilities for living, sleeping, and personal hygiene and that may legally be used for habitation by humans.

Guest means any person who occupies a short-term rental.

Owner-occupied means a dwelling unit that is lawfully classified as owner-occupied by Richland County and is receiving the four percent special assessment ratio.

Non-owner-occupied means a dwelling unit that is not owner-occupied and is used and/or advertised for rent for transient occupancy by guests.

Residential district means residential base zoning district as defined by section 17-3.2 of the Unified Development Ordinance.

Responsible local representative means a person having his or her place of residence or business office within 45 miles of the short-term rental property and designated by the property owner as the agent responsible for operating such property in compliance with the city's ordinances and having been authorized by appointment to accept service of process on behalf of the owner pursuant to Rule 4(d)(1) of the South Carolina Rules of Civil Procedure.

Short-term rental (STR) means the use and enjoyment of a dwelling unit, or portion thereof, for a duration of less than 30 consecutive days in exchange for valuable consideration. Hotels, motels, bed and breakfast establishments, and inns are excluded from this definition.

(Ord. No. 2023-037 , 4-4-23)

Sec. 5-402. Short-term rental regulations.

The following regulations apply to all dwelling units being used as a short-term rental in the city:

- (1) *Determination of short-term rental offering.* Any advertisement for an STR by the owner or responsible local representative is sufficient to determine that a dwelling unit is being offered as a short-term rental.
- (2) *Business license required.* The owner or responsible local representative offering a dwelling unit as a short-term rental shall obtain a business license and comply with all business license and revenue collection laws of the City of Columbia, Richland County, and State of South Carolina.
- (3) *Code compliance required.* The owner of a permitted STR shall ensure the STR property and dwelling unit is in compliance with all city ordinances at all times, which include, but are not limited to:
 - a. Animal Control, Chapter 4;
 - b. Building and Building Regulations, Chapter 5;
 - c. Environmental Health and Sanitation, Chapter 8;

- d. Fire Prevention and Protection, Chapter 9;
 - e. Unified Development Ordinance, Chapter 17; and
 - f. Solid Waste Management, Chapter 19.
- (4) *Safety inspection.* A safety inspection to ensure compliance with the regulations in this article may be performed by the city if deemed necessary and with 24-hour notice to the permit holder.
- (5) *Records required.* The property owner shall maintain the following which shall be made available to the city upon request:
- a. For a period of two years, records demonstrating compliance with these provisions, including but not limited to, information demonstrating residency, if required; the number of days per calendar year the residential unit has been rented as an STR; and compliance with the insurance requirement in this section; and
 - b. The name and phone number of each short-term guest that booked the STR for the previous two years.
- (6) *Contact.* The property owner must be willing to take phone calls at all times to address issues with the short-term rental; or the owner must provide the name, mailing address, and telephone number of a designated responsible local representative who is willing to take phone calls at all times if needed to address issues with the short-term rental use, and who is authorized to accept service of process on behalf of the owner.
- (7) *Permits are non-transferrable.* If ownership of a permitted dwelling unit changes, the new owner must obtain a new permit before operating any part of the dwelling unit as an STR.
- (8) *Minimum guest's age.* The guest making the booking or reservation for an STR shall be at least 18 years of age.
- (9) *Minimum stay duration.* The short-term rental shall not be available for occupancy for a period of less than one night.
- (10) *Permit number in advertisement.* Any online advertisement for an STR must include the current STR permit number, as issued by the city, within the description section of the advertisement.
- (11) *House manual.* At a minimum, the following shall be made available to each short-term guest:
- a. Emergency contact numbers;
 - b. The name and contact information for the owner or responsible local representative;
 - c. Instructions or a diagram of the designated parking space(s); and
 - d. The house rules imposed on guests by the owner.
- (12) *Parking spaces required.* Two parking spaces per dwelling unit must be made available and designated on an STR property, within residential districts, as defined in Sec. 17-3.2. Guests must be notified of the parking plan and the maximum number of vehicles allowed
- a. Exemption. The Police Chief or his/her designee may make an administrative adjustment to the parking requirement if it is determined that the minimum parking requirement cannot be met because of conditions on the lot in which the STR is requested.
 - b. Appeal. Whenever the Police Chief or his/her designee shall disapprove an application for an exemption, the applicant may appeal the decision to the Property Maintenance Board of Appeals.
- (13) *Maximum occupancy.* The maximum overnight occupancy of an STR shall not exceed two persons, excluding minor children, per bedroom, plus two additional people per dwelling unit.
- (14) *Identity verification.* The owner or responsible local representative shall be responsible for determining that any guest occupying the STR is listed in the booking or reservation for the STR.
- (15) *Neighbor notification.* The owner or responsible local representative of an STR shall notify each household immediately adjacent to the STR and any neighborhood association, if the STR is located in a neighborhood with such an association, that the property is being operated as an STR and must provide such households

and association with the address of the STR and the phone number of the owner or responsible local representative.

(Ord. No. 2023-037 , 4-4-23)

Sec. 5-403. Short-term rental permit required.

- (a) No dwelling unit in the city shall be operated as a short-term rental without a current STR permit issued by the City of Columbia. The permitting process shall begin 30 days after enactment of this article. Current owners of a STR must obtain a permit within 120 days of the beginning of the permitting process. Permits are to be issued and renewed on an annual basis and will only be issued or renewed to an owner or responsible local representative having his or her place of residence or business office within 45 miles of the STR property. If residing outside of 45 miles of the STR property, the owner may only obtain a permit if he or she has a responsible local representative.
- (b) An STR permit authorizes the permit holder to operate one dwelling unit as an STR. Any person seeking to operate multiple STRs shall be required to obtain a separate STR permit for each dwelling unit address sought to be operated as an STR.
- (c) Applications for renewals of STR permits must be submitted by July 1, of each year, except that any holder of a permit issued before July 1, 2023, will have until July 1, 2024, to submit an application for renewal. Beginning in 2024, any application for a permit renewal not submitted by July 31, will result in the loss of the permit.
- (d) STR permits are non-transferable. A new owner or responsible local representative of a permitted STR shall be required to obtain a new and separate permit for the dwelling unit by submitting a new STR permit application.
- (e) The permits required by this article are regulated privileges, not rights, and can be revoked by the city in accordance with the provisions provided in this article.

(Ord. No. 2023-037 , 4-4-23)

Sec. 5-404. Short-term rental permit application and fees.

- (a) An application is required for initial permit issuance and permit renewal and must be submitted on a form provided by the city. A separate application is required for each permit or renewal being sought. The STR application shall contain, at a minimum, the following information:
 - (1) The address of the dwelling unit;
 - (2) The number of bedrooms in the dwelling unit;
 - (3) The names, mailing addresses, and phone numbers, of the owner(s) and any responsible local representative;
 - (4) The address where the owner or responsible local representative will accept notices and orders;
 - ~~(5) An affidavit signed by the property owner certifying the property complies with all fire and building code ordinances;~~
 - ~~(6) (5) Certification that the owner has read applicable city regulations, including, but not limited to, those found in section 5-402(c) of this article;~~
 - ~~(7) (6) Certification that the owner is aware that penalties may be assessed for violations by guests; and~~
 - ~~(8) Copy of general liability insurance.~~
- (b) The permit fees shall be paid at the time of application submission. These fees are established by city council and may be changed from time to time. These fees include the following:
 - (1) A non-refundable application fee of \$50.00; and
 - (2) For an owner-occupied STR, a non-refundable STR permit registration fee of \$100.00; or
 - (3) For a non-owner-occupied STR, a non-refundable STR permit registration fee of \$250.00 per dwelling unit.
 - (4) Any permit renewal application and associated fees submitted after July 1, will incur a late fee of \$100.00.
- (c) An STR permit holder shall notify the city of any changes to the information submitted in the application within 30 days after any such change occurs.

(Ord. No. 2023-037 , 4-4-23)

Sec. 5-405. Criteria for permit issuance.

- (a) Unless otherwise provided for by this article, the city shall issue an STR permit, within 30 days from application submission, to an applicant if the following criteria are met:
 - (1) The city has determined that the STR application is complete and all permit fees have been paid;
 - (2) The dwelling unit listed in the application has been certified by the applicant that the dwelling unit complies with all applicable fire and building codes. If, however, the city has reason to believe a safety inspection is deemed necessary, the dwelling unit must pass a safety inspection;
 - (3) The city has determined that all requirements of this article are satisfied; and
 - (4) Issuance of the permit will not violate any other provision of this article.

(Ord. No. 2023-037 , 4-4-23)

Sec. 5-406. Short-term rental permit equivalency.

An STR permit issued pursuant to this article shall be considered the equivalent of a rental permit for the purposes of section 5-326. A holder of a current and valid STR permit may rent the dwelling unit for periods of 30 days or greater without obtaining a separate rental permit as required under section 5-326 so long as all requirements of Chapter 5, article VIII are satisfied and the permit holder notifies the city that the dwelling unit is being rented for periods of 30 days or greater.

(Ord. No. 2023-037 , 4-4-23)

Sec. 5-407. Violations.

- (a) STR owners or their responsible local representative are ultimately responsible for the conduct of their occupants and guests, regardless of whether the owners are present at the dwelling unit. Violations include, but are not limited to:
 - (1) Intentionally providing false or inaccurate information about a dwelling unit or short-term rental to the city;
 - (2) Failure to have a valid STR permit for any dwelling unit at a time when it is used in whole or in part as a short-term rental;
 - (3) Violation of any part of this article;
 - (4) Violation of any City or Richland County ordinance or state or federal law by owners, responsible local representatives, operators, lessors, agents, occupants, or guests of short-term rentals but any such violation must have a nexus to the dwelling unit subject to the violation.
- (b) Violations shall apply as points towards revocation of the permit for as follows:
 - (1) Single-household dwellings and townhouses. Violations that occur anywhere on the premises shall apply to the permitted dwelling unit.
 - (2) Multi-unit structures.
 - a. Violations that occur within an individual unit shall apply to that unit.
 - b. Violations occurring outside of the units shall be assigned to the unit responsible as determined by the investigating party for the offense.
- (c) In the event a citation or violation takes place at an STR or dwelling unit regulated by this article, such violation shall be grounds for the accumulation of points as follows:
 - (1) For one or more written warnings given in any 24-hour period for one or more of the violations listed above, points will be assessed on the permit for that STR or dwelling unit in accordance with following:
 - a. First offense. One point will be assessed for the first occurrence of a citation, violation, or offense.

- b. Second offense and each offense thereafter. Five points will be assessed for a second occurrence and each occurrence thereafter of a citation, violation, or offense within the last 12 months.
 - c. Serious offense. Ten points will be assessed for any serious violation or offense that could result in serious bodily injury or death to occupants as determined by the chief of police. A serious offense includes failure to comply with any emergency order issued by the City of Columbia, any executive order issued by the governor of the State of South Carolina, or any local, state or federal law, regulation or mandate to address a health or safety concern including but not limited to a public health outbreak (including a pandemic or wide-spread and/or infectious disease outbreak), natural disasters, war, terrorist act, strike, fire, release of nuclear material or dangerous substance into the environment or other catastrophic event.
- (2) After points are assessed on a permit for a dwelling unit, the police chief or designee will send a written warning to the owner or responsible local representative. Each warning will specify which ordinance or law has been violated and will state that further warnings or violations could lead to a revocation of the permit. Each warning will be sent by regular mail to the address of the owner or responsible local representative, as identified on the permit application, as well as a copy of the warning mailed to the property address of the subject property.
 - (3) A fee of \$100.00 will be assessed per point for each point accumulated due within 30 days of assessment and no later than any renewal of the permit.
 - (4) If a person is found not guilty, or the case against them for a violation is dismissed, then the point shall be removed from the permit as if it had not been assessed.

(Ord. No. 2023-037 , 4-4-23)

Sec. 5-408. Revocation of permit.

- (a) Accumulation of 15 or more points on a STR permit within a 12-month period shall subject the owner to proceedings to revoke the permit and the following procedure shall be followed:
 - (1) The police chief or designee shall cause to be served written notice to show cause why the permit should not be revoked. Service shall be deemed complete if personally delivered upon the owner or responsible local representative by any officer authorized by law to serve process or a duly appointed law enforcement officer of the city police department. The person serving process shall make proof of service within the time during which the person served must respond to the process. If service cannot be personally made within the city, then service may be made by notice posted on the property and mailed certified return receipt to the last known address of record.
 - (2) The owner or responsible local representative shall have 15 days from the date of service to request a hearing to appeal the revocation of the permit. The request shall be sent to the police chief by certified mail, return receipt requested. If such request is not timely made, the revocation shall take effect on the 21st day after the date of service to show cause.
 - (3) Upon request for a hearing, the police chief or designee is authorized to schedule the appeal with the property maintenance board of appeals (PMBoA) at the next regularly scheduled meeting or special called meeting by the board.
 - (4) Once the hearing is scheduled, the property should be posted to announce the hearing date to the general public.
 - (5) In conducting the hearing, the PMBoA shall have the power to administer oaths, issue subpoenas, compel the production of books, paper, and other documents, and receive evidence. All parties shall have an opportunity to respond, to present evidence and argument on all issues involved, to conduct cross-examination and submit rebuttal evidence, to submit proposed findings of facts and orders, to file exceptions to the PMBoA's recommended order, and to be represented by counsel or other qualified representative. Hearsay evidence may be used for the purpose of supplementing or explaining other evidence, but it shall not be sufficient in itself to support a finding unless it would be admissible over objection in civil actions. The lack of actual knowledge of, acquiescence to, participation in, or responsibility for, a public nuisance at

common law or a noxious use of private property on the part of the owner or responsible local representative shall not be a defense by such owner or responsible local representative.

- (6) If the PMBoA finds that the violations resulting in the accumulation of 15 or more points did in fact occur and that 15 or more points have accumulated on the permit within a 12-month period, then PMBoA shall prepare a recommended order.
- (7) If the PMBoA finds 15 or more points have not accumulated on the permit within a 12-month period, the PMBoA will prepare a recommended order to dismiss the revocation action and recommend which points, if any, should be rescinded from the permit based upon the actions taken by the owner to seek compliance with the city's ordinances.
- (8) The PMBoA's recommended order shall consist of findings of fact, conclusions of law and recommended relief. The police chief or designee shall transmit the recommended order to the city manager and the owner or responsible local representative. The owner or responsible local representative shall have 15 days from the date of the hearing officer's order to submit written exceptions to the PMBoA's recommended order. The city manager shall review such order and any written exceptions by the owner and may set forth any deficiencies he/she finds with respect to the order. Said deficiencies shall be limited to determinations that the findings were not based upon competent, substantial evidence, or that the proceedings on which the findings were based did not comply with the essential requirements of law. In reviewing such recommended order, the city manager shall not have the power to receive or consider additional evidence and shall not have the power to reject or modify the findings of fact or conclusions of law contained in the recommended order. The city manager may remand the recommended order along with the delineated deficiencies back to the PMBoA for consideration of the deficiencies. The PMBoA shall address the deficiencies in an addendum to the recommended order. The city manager shall then either: (a) adopt the recommended order and addendum, if applicable, in its entirety; or (b) adopt the findings of fact and conclusions of law in the recommended order and addendum, if applicable, and reject or modify the recommended relief. The action of the city manager shall be the final order of the city.
- (9) The city manager or designee shall provide notice of the final order within five days of the date of the final order.
- (10) In addition to the above-described procedures, the city attorney is authorized to file for injunctive relief to abate the public nuisance at common law or noxious use of private property pursuant to law.
- (11) The final order of the city is subject to certiorari review in a court of competent jurisdiction in Richland or Lexington County, South Carolina.

(Ord. No. 2023-037 , 4-4-23)

Sec. 5-409. Permit application after revocation.

Upon revocation of an STR permit of a dwelling unit, the owner or responsible local representative of the dwelling unit will not be eligible to apply for a new permit for the dwelling unit subject to permit revocation until six months have passed from the date of revocation. The city shall not issue an STR permit for a dwelling unit that has been subject to a permit revocation more than once.

(Ord. No. 2023-037 , 4-4-23)

Sec. 5-410. Enforcement and penalties.

- (a) The failure of a STR owner to obtain a permit in accordance to the provisions of this section, within 15 days after notice of noncompliance, shall result in an administrative penalty of \$500.00

Requested by:

Councilman Duvall _____

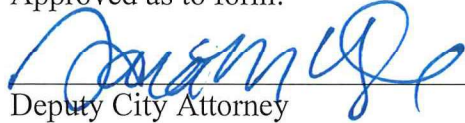
Mayor

Approved by:

City Manager

Approved as to form:

ATTEST:



Deputy City Attorney

City Clerk

Introduced:

Final Reading:

LEGAL DEPARTMENT DRAFT



COLUMBIA SHORT-TERM RENTALS AD HOC COMMITTEE MEETING MINUTES TUESDAY, AUGUST 15, 2023

CALL TO ORDER

The Columbia Short-Term Rentals Ad-hoc Committee conducted a meeting on Tuesday, August 15, 2023 at City Hall, 1737 Main Street, Columbia, South Carolina 29203. The meeting was called to order at 12:31 p.m.

Attendee Name	Title	Status	Arrived
Will Brennan	Member	Present	
Howard E. Duvall	Member	Present	
Tina N. Herbert	Member	Present	

COMMITTEE DISCUSSION

- Ordinance No.: 2023-104 - Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 5, Buildings and Building Regulations, Article IX, Short Term Rentals, Sec. 5-402, Short-term rental regulations, Sec. 5-404, Short-term rental permit application and fees and Sec. 5-410, Enforcement and Penalties

Proposed amendments to Chapter 5, Buildings and Building Regulations, Article IX, Short Term Rentals.

- Sec. 5-402 - Remove the requirement for parking spaces to be designated in commercial areas. We will retain the requirement for two parking spaces designated for short-term rentals in residential areas.
- Sec. 5-404 - Remove requirement for an affidavit.
- Sec. 5-404 - Remove requirement for a copy of general liability insurance policy.
- Sec. 5-410 - Add enforcement and penalties related to noncompliance.

Other considerations:

- Monitor enforcement and penalties.
- Consider withholding license(s) for three months as a penalty.
- We received 103 applications: 87 non-owner occupied, 11 owner-occupied and five pending.
- Use a layered approach to communicating with current owners.



COLUMBIA SHORT-TERM RENTALS AD HOC COMMITTEE MEETING MINUTES TUESDAY, AUGUST 15, 2023

Mr. Earl Utsey, South Meadowfield Neighborhood Association said we are concerned about the composition of properties in our neighborhood. The more rentals we have, the less healthy our neighborhood is. Is there a cap to the number of properties that can be registered in city limits? I would have liked to have seen more public discussion on this.

Councilor Duvall acknowledged that there were several forums. This is a start to the regulation of short-term rentals. It gives us the ability to capture data. We will look at the data and I hope the Council will take the issue up again if there appears to be an imbalance.

Councilor Herbert said we were considering caps without the information. No one can make an informed decision without the data.

Mr. David Hatcher, Housing Official for the Code Enforcement Division said the registration deadline is September 4, 2023. There are currently 500 to 600 short-term rentals in the city of Columbia.

There was consensus of the committee to endorse the amended ordinance for City Council consideration and advertisement for a public hearing.

ADJOURNMENT

The meeting was adjourned at 12:48 p.m.

Respectfully submitted:

Erika D. Moore Hammond, CMC
City Clerk



We Are Columbia

MEETING DATE: September 19, 2023

DEPARTMENT: Legal Department

FROM: *Teresa Knox, City Attorney*

SUBJECT: Ordinance No.: 2023-097 - Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 24, Vehicles for Hire, Article IV, Wrecker and Towing Services, Section 24-215, Towing and storage charges

FUNDING SOURCE & ORIGINAL BUDGET:

FOCUS AREAS: Planning Together

PURPOSE:
First reading approval was given on September 5, 2023.

ATTACHMENTS:

- **#a:** Memo_Proposed_Wrecker_Rate_Changes (PDF)
- **#b:** 2023-097 - Amending Sec. 24-215 (Towing and storage charges)(Thye) (PDF)

HISTORY:

09/05/23 Columbia City Council APPROVED ON FIRST READING.

No one appeared at this time.

ORDINANCE NO.: 2023-097

Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 24, Vehicles for Hire, Article IV, Wrecker and Towing Services, Section 24-215, Towing and storage charges

BE IT ORDAINED by the Mayor and Council this _____ day of _____, 2023, that the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 24, Vehicles for Hire, Article IV, Wrecker and Towing Services, Section 24-215, Towing and storage charges is amended to read as follows:

Sec. 24-215. - Towing and storage charges.

In all cases in which a vehicle is towed at the direction of city personnel or without the prior authorization or consent of the owner or operator of the vehicle, the following shall apply:

(1) *Towing.* A maximum charge of ~~\$160.00~~ \$195.00 beginning on the effective date of this ordinance for one year and then \$225.00 beginning on the 366th day following the effective date shall be made for the use of a wrecker when a vehicle is disabled as the result of an accident. A corresponding additional charge may be made if the automobile flipped over and must be righted or is on a bank or sloping terrain. If the vehicle is being towed for a parking violation or abandonment, a maximum charge of ~~\$125.00~~ \$150.00 beginning on the effective date of this ordinance for one year and then \$175.00 beginning on the 366th day following the effective date shall be made for the use of the wrecker. If the owner of such vehicle appears before his vehicle is towed away and makes claim to his vehicle after the wrecker has been ordered to remove such vehicle, the vehicle may be released to the owner upon payment of ~~\$50.00~~ \$75.00 beginning on the effective date of this ordinance for one year and then \$100.00 beginning on the 366th day following the effective date to the wrecker service, provided the owner shall satisfy all charges against the vehicle at police headquarters. A maximum charge of ~~\$125.00~~ \$175.00 per hour shall be made for each heavy duty wrecker.

(2) *Storage.* Maximum storage charges on stored or impounded vehicles shall be ~~\$25.00~~ \$35.00 per day;

(3) *Release of impounded vehicles.* No stored or impounded vehicle shall be released until proper evidence of ownership is exhibited and all towing and storage charges have been paid. The towing and storage charges shall be collected by the wrecker service as provided by law.

(4) *Posting of rates; additional charges.* All rates approved by the city shall be posted in a conspicuous place in each office of the wrecker service. All towing and storage charges will be itemized on an invoice or receipt when charges are paid. No charges other than towing and storage charges will be made on any vehicle without prior written approval from the owner or his agent.

(5) *Payment methods.* Every firm providing zone services shall accept major credit cards in addition to cash for towing and storage charges. There shall be no additional fee charged for the use of credit cards.

(Code 1979, § 2-4015; 2002-057, 3-5-03; Ord. No. 2011-058, 10-18-11)

Requested by:

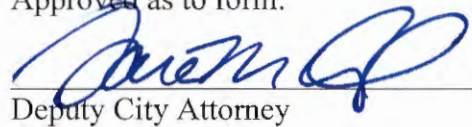
Assistant City Manager Shealy

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: September 19, 2023

DEPARTMENT: Planning and Development Services

FROM: *Krista Hampton, Director*

SUBJECT: ANNEXATION, FUTURE LAND USE MAP AMENDMENT, AND ZONING MAP AMENDMENT for 5706 and 5710 Fairfield Road, 602 Oakland Avenue, 721 and 731 Prescott Road, and NX809 and NX815 Woodside Avenue; TMS#11707-02-01,11707-02-02,11707-02-03,11707-02-44,11708-06-02,11708-06-06 and 11708-06-07

**FUNDING SOURCE &
ORIGINAL BUDGET:**

CLEAN WATER 2020?: No

PURPOSE:

Ordinance No.: 2023-107 - Annexing 5706 and 5710 Fairfield Road, 602 Oakland Avenue, 721 and 731 Prescott Road, and NX809 and NX815 Woodside Avenue, Richland County TMS #11707-02-01, 11707-02-02, 11707-02-03, 11707-02-44, 11708-06-02, 11708-06-06, and 11708-06-07 into the City of Columbia, South Carolina, and Incorporating said property into Columbia Compass: Envision 2036 and the Official Zoning Map

Council District: 1

Proposal: Request to annex the property and assign the land use classifications of Community Activity Corridor (AC-2) and Urban Edge Residential Small Lot (UER-1) and assign General Commercial District (GC) and Mixed Use District (MU-1). The property is currently classified as Mixed Residential (High Density) in a Community Activity Center and a Priority Investment Area and zoned General Commercial (GC) and Residential Single Family - Medium Density (RS-MD) by Richland County.

Applicant: Camp Cola, LLC

Staff Recommendation: Approval

PC Recommendation: 08/10/2023; Approval (5-0)

ATTACHMENTS:

- **#a:** ANNEX-2023-0017_Fairfield_Etc_ZPH_Packet (PDF)

- #b: 2023-107 - Annex and Incorporate 5706 and 5710 Fairfield Road (PDF)
- #c: Fairfield5706_Prescott731_Woodside_petition (PDF)
- #d: FairfieldPrescottOakland_Offer_Notice - July 2023 (PDF)



CITY OF COLUMBIA

September 19th, 2023 at 4:00pm

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

ANNEXATION, FUTURE LAND USE MAP AMENDMENT, AND ZONING MAP AMENDMENT CASE SUMMARY

**5706 and 5710 Fairfield Road, 602 Oakland Avenue, 721 and 731 Prescott Road, and
NX809 and NX815 Woodside Avenue;**

**TMS# 11707-02-01, 11707-02-02, 11707-02-03, 11707-02-44, 11708-06-02, 11708-06-06, and
11708-06-07**

Council District:	1
Proposal:	Request to annex the property and assign the land use classifications of Community Activity Corridor (AC-2) and Urban Edge Residential Small Lot (UER-1) and assign General Commercial District (GC) and Mixed Use District (MU-1). The property is currently classified as Mixed Residential (High Density) in a Community Activity Center and a Priority Investment Area and zoned General Commercial (GC) and Residential Single Family - Medium Density (RS-MD) by Richland County.
Applicant:	Camp Cola LLC
Staff Recommendation:	Approval
PC Recommendation:	08/10/2023; Approval (5-0)
ZPH, 1 st Reading:	09/19/2023; Pending
2 nd Reading:	10/03/2023; Pending

CURRENT PARCEL CHARACTERISTICS/CONDITIONS

Acreage: 5.13 acres

Current Use: Undeveloped and Residential

Proposed Use: Commercial

Reason for Annexation: Zoning Map Amendment

Urban Service Area: Secondary

Current County Land Use Classification: Mixed Residential (High Density) in a Community Activity Center and a Priority Investment Area

Proposed City Land Use Classifications: Community Activity Corridor (AC-2) and Urban Edge Residential Small Lot (UER-1)

Current County Zoning: General Commercial (GC) and Residential Single Family - Medium Density (RS-MD)

Proposed City Zoning: General Commercial District (GC) and Mixed Use District (MU-1)

Census Tract: 106

DETERMINATION FOR CITY SERVICES

The following determination is an estimate of the benefits and costs associated with the annexation of the subject property:

Police

As with most annexations, we find that the proposed annexation may result in an increased number of calls for service. The type of commercial development that may occur on this property is not yet known, and the specific commercial use can have a significant impact on the cost to serve. With that caveat, a rough estimate of cost to serve this property – if redeveloped – would be **approximately \$11,000 per year**, based on calls to nearby commercial properties within the City limits.

Fire

The proposed annexation will not result in significant 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 Solid Waste Division does not typically provide service to larger commercial developments; however, Solid Waste does provide service to nearby residential areas. There are currently three residences on the site and if the property is not redeveloped, the annual cost to serve is approximately \$225 per residence.

Engineering

City water is available to the site; sanitary sewer will need to be extended at the developer's expense and deeded to the City.

Water Customer Care

Customers on the site will pay water and sewer rates approximately **40% lower** than out-of-city customers and will be responsible for stormwater utility fees.

Planning & Development Services

We recommend approval of the annexation of this property, which is located within an area classified as a Secondary Area within the Urban Service Area plan. The property is proposed for future commercial development, however the specific use(s) are not yet known. Not knowing the type of commercial development that may end up on the property, it is difficult to pinpoint a post-development value, however an estimate based on nearby commercial properties would result in **approximately \$15,000 per year** of real estate tax revenue generated for the City.

* Estimated City Tax Revenue is based on **2022 millage** for real property and calculated as: ((Taxable Value × Tax Rate) × City Millage Rate (.0938)). The actual additional taxes paid by the property owner will generally be substantially lower as some millage items do not apply to in-City properties, and an increased Local Option Sales Tax credit factor applies to in-City properties (an additional .002321 for the 2022 tax year).

PLANS, POLICIES, AND LAND USE

Urban Service Area

Subject property is in a “Secondary Area” as identified in the Urban Service Area Map, though is immediately adjacent to a Primary Area.

Principles and Goals of the Urban Service Area

The Urban Service Area plan provides a prioritization tool for City Council, staff, and the public to consider about the areas that present the best opportunities for the City's long-term growth, while minimizing both short-term and long-term challenges. A review of existing infrastructure as well as the reach of our community facilities and services helps define how we classify areas within the Urban Service Area plan. Areas have been classified as Primary, Secondary, and Long Range areas - or as Donut Holes – in order to represent the general level of priority based on this review.

Importantly, this Urban Service Area plan is a policy guide, and not a determination about annexation on any individual property.

Secondary Areas

Secondary Areas are those areas where it may be logical or advantageous to provide City services, but where the ability to provide all services and/or the condition of existing infrastructure may not be at optimal levels for annexation. 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. These areas may include “higher value” properties where annexation could prove beneficial to revenues.

Annexation within *Secondary Areas* should be considered, but an assessment of the impact on the City’s revenue and ability to serve the property/area in question should occur prior to consideration of and action upon annexation petitions.

Comprehensive Plan Land Use Classification

The proposed future land use classification for the subject property is split between Community Activity Corridor (AC-2) for the four westernmost parcels and Urban Edge Residential Small Lot (UER-1) for the three easternmost parcels in the *Columbia Compass: Envision 2036 Future Land Use Map*. The property is currently assigned a future land use of Mixed Residential (High Density) in a Community Activity Center and a Priority Investment Area (#5, I-20 Fairfield Road Interchange).

Refer to attached land use classification descriptions for existing Richland County land use and proposed City of Columbia land use.

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

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

The subject property is located within the study area of *The Master Plan for the Villages of North Columbia* (2005), more specifically within Cluster Three (Section 2, Page 49) and the proposed College Village (Section 3, Page 85) set forth by the plan. The College Village plan does not recommend a future land use for the subject property, as it was not located within the City limits at the time of the plan (Section 3, Page 97), however the future land use for the property fronting the southwestern side of Fairfield Road and west of Oakland Avenue is identified as Medium Density Residential (Townhomes, Duplex, Live Work Units).

The plan’s recommendations for the Fairfield Road Corridor note that façade improvements and street trees are desirable, as is the redevelopment of commercial uses with lower-tier tenants into medium density homes, such as townhomes or live/work units. The plan further notes that “to create a more pedestrian friendly environment, larger sidewalks with street trees and lighting should be developed along Fairfield Road.” (Section 3, Page 103) The subject property is not identified as the location for a catalyst project by the plan.

The *Walkable 29203 Pedestrian Master Plan* (2017) was the result of a joint planning effort between SCDHEC, Richland County, and the City of Columbia. The plan makes broad policy recommendations for the entire 29203 zip code, as well as specific policy and infrastructure recommendations within and adjacent to the North Main and Crane Creek planning areas. The plan recommended a road diet of Fairfield Road adjacent to the subject property. A priority project was identified along Fairfield Road from Sharpe Road to Crane Creek Church Road, which incorporated a road diet and streetscaping to convert the oversupply of lanes to bicycle/pedestrian facilities (pg. 73). Area-wide, the Plan recommends improving the streetscape for pedestrian use to combat perceptions of crime and encourage pedestrian use (pg. 117).

PROPOSED ZONING DISTRICT SUMMARY

The parcel is currently zoned General Commercial (GC) and Residential Single Family - Medium Density (RS-MD) by Richland County. Property to the South and East of the subject property in the City is zoned Residential Single Family – Small Lot District (RSF-3) and property to the north and west of the subject property in the City, which fronts along Fairfield Road, is zoned General Commercial District (GC).

Unincorporated properties to the west and north of the subject property are zoned GC by Richland County, and properties to the east and south are zoned RS-MD.

The requested City of Columbia zoning district for the four westernmost parcels is General Commercial District (GC), and the requested City of Columbia zoning district for the three easternmost parcels is Mixed Use District (MU-1).

Refer to attached zoning district descriptions for proposed City of Columbia zoning.

STAFF RECOMMENDATION

Staff recommends the assignment of the future land use classifications of Community Activity Corridor (AC-2) for the four westernmost parcels, and Urban Edge Residential Small Lot (UER-1) for the three easternmost parcels at the time of annexation. Likewise, staff recommend the assignment of General Commercial District (GC) zoning for the four westernmost parcels and Mixed Use District (MU-1) zoning for the three easternmost parcels at the time of annexation. Please refer to the maps that follow for more information.



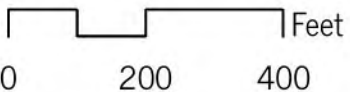
Future Land Use

5706 and 5710 Fairfield Road, 602 Oakland Avenue, 721 and 731 Prescott Road, and NX809 and NX815 Woodside Avenue;
TMS#s 11707-02-01, 11707-02-02, 11707-02-03, 11707-02-44, 11708-06-02, 11708-06-06, and 11708-06-07
Current Richland Co. Future Land Use: Community Activity Center, Mixed Residential, and Priority Investment Area
Proposed City Future Land Use: Community Activity Corridor (AC-2) and Urban Edge Residential Small Lot (UER-1)

15.a

Legend

- UCMR-1 - Urban Core Mixed Residential - 1
- UCMR-2 - Urban Core Mixed Residential - 2
- UCMR-3 - Urban Core Mixed Residential - 3
- UEMR - Urban Edge Mixed Residential
- UCMF - Urban Core Multi-family
- UEMF - Urban Edge Multi-family
- UCR-1 - Urban Core Residential Small Lot
- UCR-2 - Urban Core Residential Large Lot
- UER-1 - Urban Edge Residential Small Lot
- UER-2 - Urban Edge Residential Large Lot
- UCAC-1 - Urban Core Neighborhood Activity Center
- UCAC-2 - Urban Core Community Activity Center
- UCAC-3 - Urban Core Regional Activity Center
- UEAC-1 - Urban Edge Community 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
- S/A - Sports/Amusement
- C/I - Civic/Institutional
- CBA - Central Business Area
- ZOO - Riverbanks Zoo & Garden
- U/C - Universities/Colleges
- FJ - Fort Jackson
- T/S - Transitional/Sensitive Lands
- Parcels
- City Limits

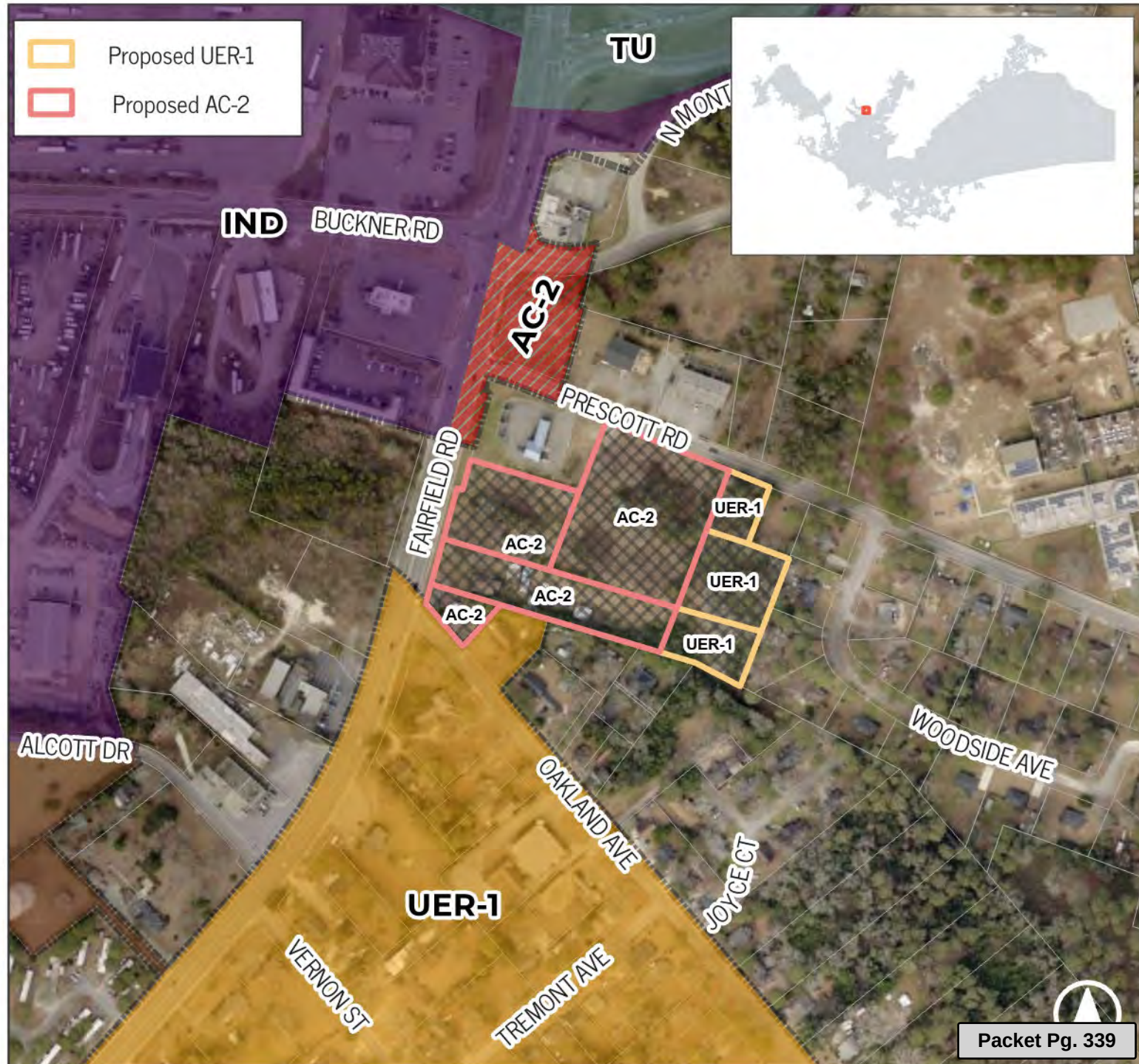


Planning & Development Services Department

Created by: sw Hudson Date: 7/17/2023



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 at the sole risk of the user. Data source: City of Columbia



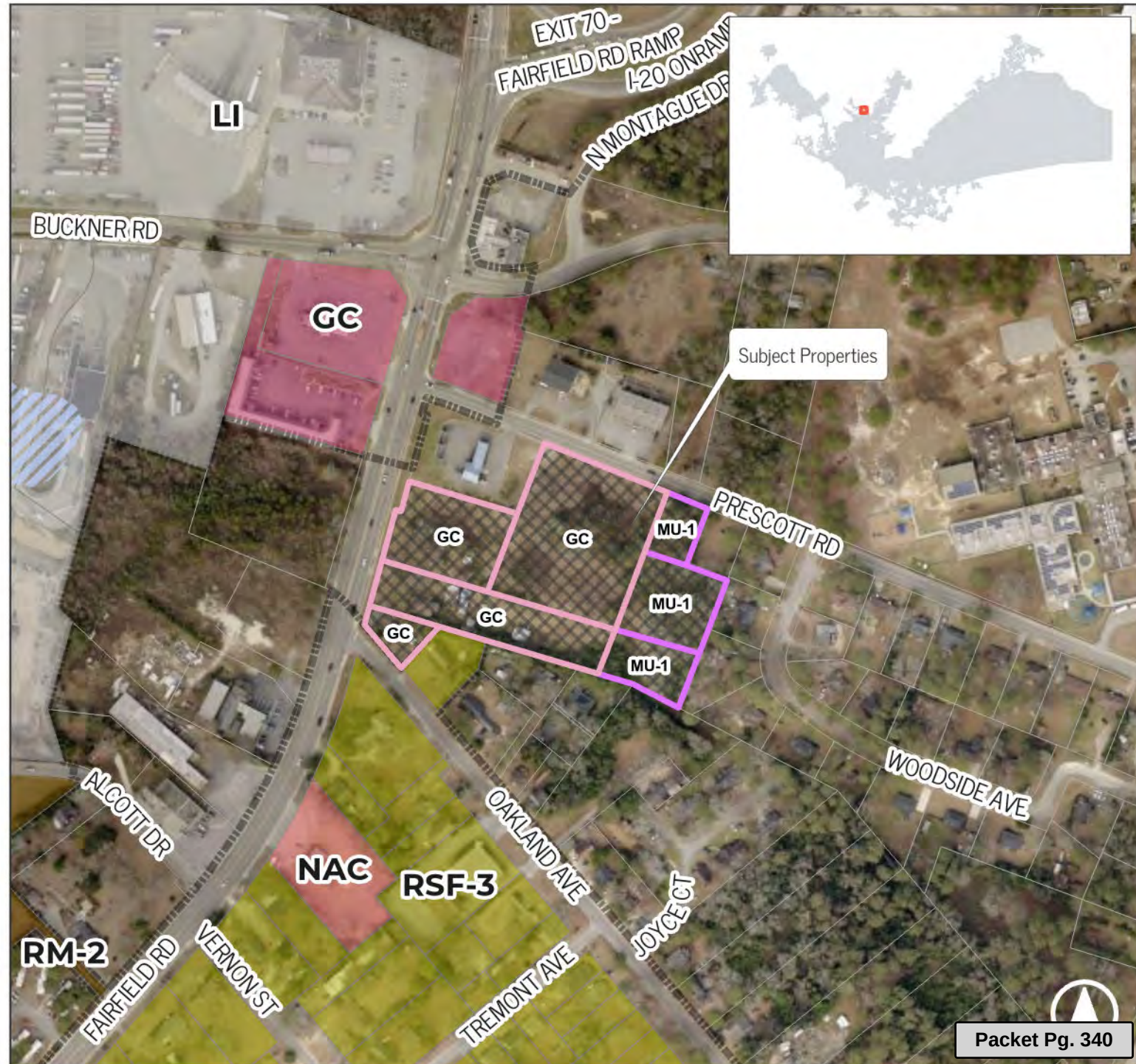
Zoning

5706 and 5710 Fairfield Road, 602 Oakland Avenue, 721 and 731 Prescott Road, and NX809 and NX815 Woodside
 TMS#s 11707-02-01, 11707-02-02, 11707-02-03, 11707-02-44, 11708-06-02, 11708-06-06, and 11708-06-07
 Current Richland Co. Zoning: General Commercial (GC) and Residential, Medium Density (RS-MD)
 Proposed City Zoning: General Commercial (GC) and Mixed-Use (MU-1)

15.a

Legend

- NAC: Neighborhood Center/Corridor
- GC: General Commercial District
- RSF-3: Residential Single Family - Small Lot District
- RM-2: Residential Mixed
- LI: Light Industrial District
- OV-FP: Floodplain Overlay District
- Parcels
- City Limits



Current Future Land Use Classification

MIXED RESIDENTIAL

Land Use and Character

Areas include much of the urban and suburban developed areas in the County as well as edge areas adjacent to other jurisdictions in the County. These are densely developed urban and suburban areas, or opportunities for dense suburban development. Mixed residential areas include the full range of uses supportive of neighborhood, community, and regional commercial and employment needs. Residential single-family, multi-family, office and institutional, general and neighborhood commercial, and recreational uses are appropriate for this area. Some light industrial uses are also found today in these areas, but additional industrial development with significant community impacts (i.e., noise, exhaust, odor, heavy truck traffic) is discouraged, unless the area is identified specifically for these uses. Schools, churches, parks, and other institutional uses help support the full service nature of Mixed Residential areas. **See Appendix B for more detailed guidance for this category.**



Desired Development Pattern

Developments should reinforce the guiding principle of making neighborhoods and communities in Richland County more livable. Mixed Residential areas should provide a mix of housing opportunities within individual developments, preferably organized around a neighborhood center or public space. To the extent possible, commercial and office development should be located in Activity Centers and in Mixed Use Corridors. High density residential uses should be located proximate to or incorporated within Activity Centers, increasing existing and future opportunities for transit service to these locations. Grid and modified grid development patterns are preferred over curvilinear and cul-de-sac designs to support connectivity.



Transportation

Upgrades to roads should include the full range of transportation options – driving, transit, walking, and biking. Connectivity between adjacent developments is encouraged. New neighborhoods should include the full range of transportation options, including recreational sidewalks, trails and greenways, as possible.

Recommended Land Uses

Primary, Secondary, and Tertiary Land Uses: See Appendix B for the map and Handbook that identify recommended Development Types and Primary, Secondary, and Tertiary Uses that are encouraged for these areas.

Policy Guidance

1. See Appendix B for the map that identifies the recommended Development Types for Mixed Residential areas, and references specific design guidance for each Development Type.

Relevant Plans

Broad River Neighborhood Master Plan, Broad River Corridor and Community Master Plan, Lower Richland Community Strategic Master Plan, Trenholm Acres/Newcastle Master Plan, Arcadia Lakes Comprehensive Plan, Blythewood Comprehensive Plan, Cayce Comprehensive Plan, Columbia Comprehensive Plan, Forest Acres Comprehensive Plan

Priority Investment Areas

1 I-26 Broad River Road interchange (south), Portion of #5 I-20 Fairfield Interchange, Most of #9 Decker Boulevard and Two Notch Road, Portion of #10 I-77 Bluff Road Interchange (Bluff Road Exit)

Areas of Common Interest

Proposed projects in the Northwest, North Central, Northeast, Beltway, and Southeast Planning areas should be coordinated with adjacent municipalities when located in areas of common interest near jurisdictional lines.

Community Activity Center

Land Use and Design

Community Activity Centers provide the goods, services, and facilities which are possible only with the critical mass of population provided by a larger community-scale marketshed. These centers supply anchor and junior retailers, smaller retail establishments, office space, and high-density residential uses. Mixed-use developments that integrate higher-density residential uses with nonresidential uses, such as developments that place dwellings over shops, are encouraged. The integration of public spaces within these centers is encouraged. A Community Activity Center may also include uses typical of both neighborhood and community centers, since it may also serve these functions for the surrounding neighborhood or community. Centers should be master-planned and designed in a manner that provides a vertical (multi-story) or horizontal (multiple-uses on a site) mix of uses.



Transportation

Developments are encouraged to be planned as larger master planned developments to increase access management opportunities, reduce the number of driveways on serving roads, and support use of bus transit. Internal connectivity between commercial, office, and residential developments is encouraged. As feasible, new road improvements and suburban commercial centers should use the “complete streets” approach to provide safe and easy access to travelers riding the bus and walking from adjacent developments. Long term strategies should be developed to assess necessary adjustments to accommodate future rail transit.

Recommended Land Uses

Primary Land Uses: Large and small format retail centers and shops, grocery stores, restaurants, bars, personal services, multifamily housing located above non-residential uses on ground floor, and public gathering spaces such as plazas.

Secondary Land Uses: Stand-alone multi-family housing, professional offices, and other commercial uses such as drive-through restaurants, convenience stores and gasoline stations.

Policy Guidance

1. Development or redevelopment of existing commercial corridors should promote the modern “centers” based pattern of development to make them accessible by car, bike, and foot, to make them more visually appealing from the road, and to make corridors safer and less stressful to navigate.
2. Access management techniques that consolidate methods of ingress and egress as a means to preserve transportation system capacity are encouraged.
3. To increase the vitality of Community Activity Centers, these developments should be sited with fronts facing the major road corridor or other site orientations to create more of a “main street” form of development.
4. New development and redevelopment within aging commercial corridors should improve visual character along the corridor through site orientation, tree plantings and landscaping, architectural features, location of parking, and signage.
5. Larger master-planned developments are encouraged to use consistent design themes throughout, including architectural features and signage.
6. The location of parking to the side or rear of developments, or through structured parking, is encouraged.
7. Density bonuses and reduced development standards, such as parking, should be considered to encourage focused development within Community Activity Centers.
8. Internal circulation for vehicles and pedestrians should be provided between uses, and connectivity with adjacent developments is preferred.
9. Public-private partnerships should be undertaken on catalyst projects to trigger the redevelopment process in underutilized commercial corridors. Public investments may include the sale or conveyance of lands and public infrastructure improvements.
10. Centers should use context sensitive designs that locate more intensive uses away from adjacent residential neighborhoods and protect adjacent residential properties from negative impacts such as light, sound, and traffic.

Relevant Plans

Broad River Road Corridor Master Plan, The Renaissance Plan: Decker Boulevard/Woodfield Park Area, Trenholm Acres Master Plan

Priority Investment Areas

#4 at Broad River and Bush River and #9 at Decker Boulevard and Two Notch Road

Existing Zoning Districts of Similar Character

OI, NC, GC, RS-HS, RM-MD, RM-HD, PDD

- Apply for the status of a Certified Local Government (CLG), which is a partnership of local, state, and federal promoting historic preservation as part of local planning and policies.
- Create a community land trust program, providing a mechanism for mitigating the increasing cost and its impact on the cost of affordable housing.
- Develop an Infill Housing program including the compilation of a comprehensive list of all vacant lots within Priority Investment Areas.
- Inventory all key natural and scenic resources in the County.
- Create (or assist existing) civic volunteer programs maintaining current parks and greenways.

Richland County has addressed this aspect of the Act by designating 11 priority investment areas in the Future Land Use Map (see Land Use Element). These areas indicate where priority public investments should be focused in future years, and where private investments are encouraged. The map and table on the following pages provide more information on these priority investment areas.

The Planning Department should coordinate with other County departments ensuring these plans, programs, and studies are completed in a timely manner.

Priority Investment Areas

The Priority Investment Act (ACT) allows local governments to develop market-based incentives and to reduce unnecessary housing regulatory requirements to encourage development of traditional neighborhood designs and affordable housing in priority investment areas. Priority investment areas in Richland County also include priorities for community redevelopment and future economic development targets.



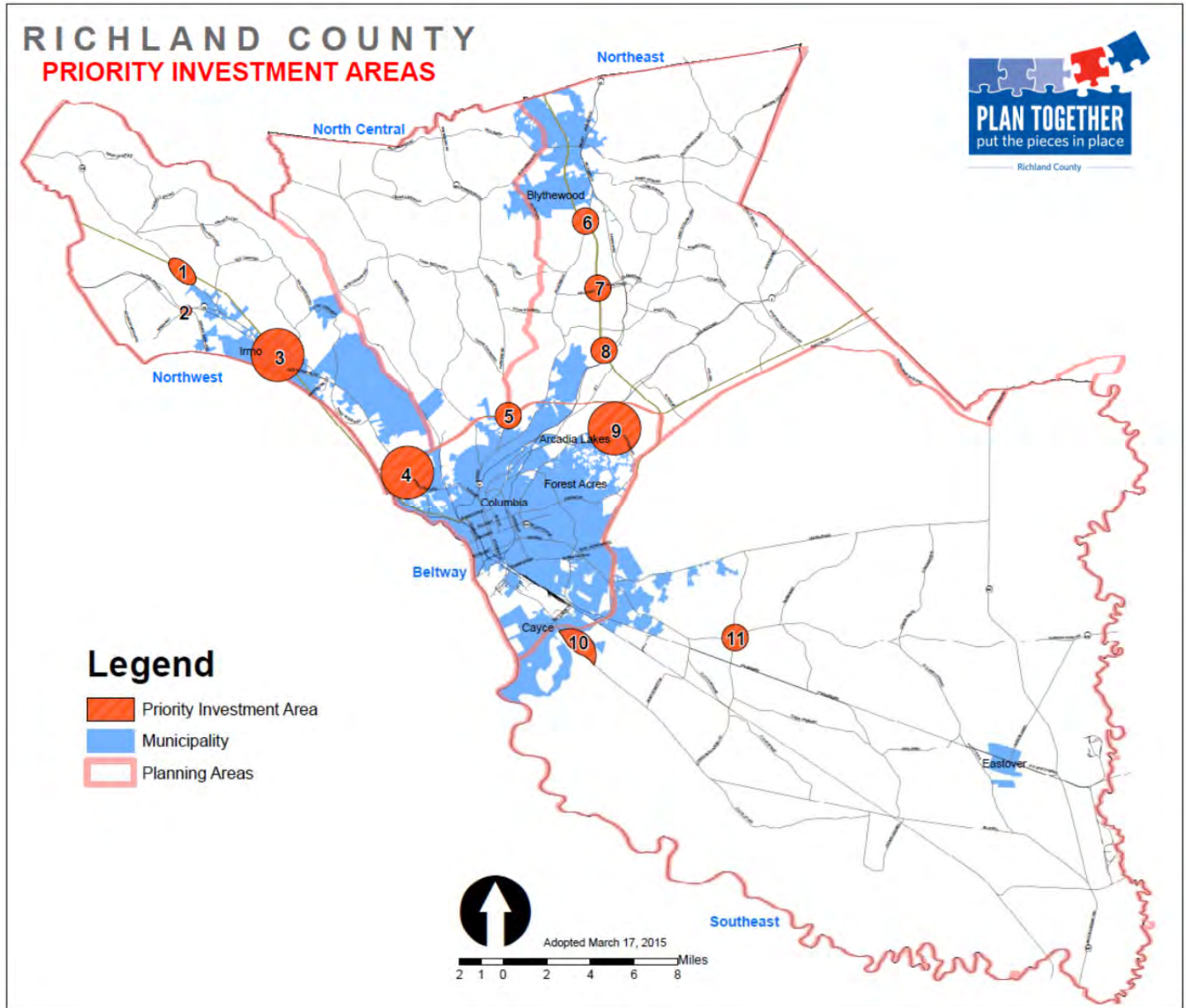


Table 1. Priority Investment Areas

PIA Number Shown on Previous Map	Name and Description	PIA Intent
1	I-26 Broad River Road (north) Interchange. Small commercial node in Northwestern Richland County.	This area presents opportunities to provide neighborhood scale commercial for surrounding residences to reduce vehicle miles traveled and provide convenient access to daily needed goods and services. A Neighborhood Activity Center is located in this area. Investments could include necessary infrastructure, streetscape improvements, signage, and lighting.
2	Ballentine at Dutch Fork Road, Marina Road, and Broad River Road. Commercial node in Northwestern Richland County.	Area has existing commercial development, and is identified as a Neighborhood Activity Center. The intent is to provide neighborhood serving commercial uses, but to limit development to neighborhood serving uses to ensure safe and efficient traffic flow from surrounding neighborhoods. Investments could include necessary infrastructure, streetscape improvements, signage, and lighting.
3	I-26 Broad River Road (south) Interchange. Commercial node that is planned to be the location of a future regional transit station.	This area has been identified as the potential location for a future transit station. Opportunities to create transit-oriented developments through the redevelopment of aging commercial centers is encouraged. Investment opportunities include partnering with the City of Irmo to foster redevelopment within the corridor, and to develop master plans for future transit station development.
4	Broad River and Bush River. Larger commercial corridor with opportunities for redevelopment. Future regional transit station planned for just south of PIA.	This is a high activity area with many opportunities to redevelop aging commercial centers and revitalize surrounding neighborhoods. It is identified as a Community Activity Center. The Broad River Neighborhood and Corridor Master Plans should help guide these efforts in the future. Investments include partnerships with the City of Columbia to plan for redevelopment of Dutch Square Mall and St. Andrews areas, and to provide necessary infrastructure investments to foster redevelopment.

PIA Number Shown on Previous Map	Name and Description	PIA Intent
5	I-20 Fairfield Road Interchange. Commercial and industrial node.	This interchange is identified as a Community Activity Center. The area is currently a mix of commercial and industrial uses, and could be redeveloped to include a broader array of uses within a mixed use environment. Investments opportunities include partnering with the City of Columbia to plan for redevelopment of this area, with a focus on the Community Activity Center, and to provide necessary infrastructure to foster redevelopment.
6	I-77 Wilson Boulevard Interchange. Industrial node located within an Economic Development Corridor.	The I-77 corridor is a regional corridor that offers a prime location for future industrial and business park users. Investments include ensuring that adequate infrastructure is in place to support employment development.
7	I-77 Killian Road Interchange. Commercial and industrial node located within an Economic Development Corridor.	The I-77 corridor is a regional corridor that offers a prime location for future industrial and business park users, as well as for visiting tourists. This is the location of the planned Richland County water park. Investments include ensuring that adequate infrastructure is in place to support future economic development efforts.
8	I-77 Farrow Road Interchange. Commercial node and located within an Economic Development Corridor with opportunities for redevelopment.	This area is currently developed with a broad range of commercial and industrial uses. Opportunities existing for redeveloping this node to take advantage of the I-77 regional corridor. Investments include ensuring that adequate infrastructure is in place to support employment development, and to develop redevelopment strategies specific to the area.
9	Decker Boulevard and Two Notch Road. Regional commercial node with significant redevelopment opportunities. Future regional transit station planned within this area.	This is a high activity area with many opportunities to redevelop aging commercial centers and revitalize surrounding neighborhoods. It is identified as a Community Activity Center. The Renaissance Plan: Decker Boulevard /Woodfield Park Area Master Plan should help guide these efforts in the future. Investments include partnerships with the City of Columbia to plan for redevelopment of Columbia Place and surrounding commercial areas, and to provide necessary infrastructure investments to foster redevelopment.

PIA Number Shown on Previous Map	Name and Description	PIA Intent
10	I-77 Bluff Road Near Interchange. Industrial node located within an Economic Development Corridor.	Located at the southern border of the City of Columbia and Cayce, this area is identified as strategic economic opportunity. Current activities include planning for development of a Richland County Sports Arena. Investments include ensuring that adequate infrastructure is in place to support future economic development efforts.
11	Lower Richland Boulevard and Garners Ferry Road. Southeast Richland Neighborhood Master Plan area carried forward in recently adopted Lower Richland Community Strategic Master Plan.	Located within Lower Richland County, this site is an important crossroads in the community. Prior planning efforts identified opportunities to redevelop this area using a Village Center approach. County investments include ensuring that adequate infrastructure is in place to support future redevelopment efforts.

Additional Priority Investment Opportunities

Beyond the Priority Investment Areas listed on the map, there are other strategic investment opportunities that the County should consider when developing annual Capital Improvement Plans. These include:

Farm to Market Facility in Lower Richland

Identification of an appropriate area in Lower Richland for developing a “Farm to Market” center that can assist local farmers in preparing and selling their products to the residents of the County is an important opportunity. This is a business investment and a workforce development opportunity that could bring much exposure and focus on the benefits of farming in the community.

Redevelopment of Downtown Eastover

The heart of Lower Richland County is the small

town of Eastover. This community struggles to maintain vibrancy as the focus for new development occurs several miles away to the north. However the community is rich with opportunities for economic development. This community is the closest town to the Congaree National Park that serves thousands of visitors annually. Richland County has an opportunity to partner with leaders in Lower Richland and Eastover to identify opportunities to assist with efforts to redevelop and revitalize downtown Eastover. A unique opportunity underway is redevelopment of an original bank building, shown in the image below. Investment opportunities could include façade grants, infrastructure and streetscape improvements, and signage.

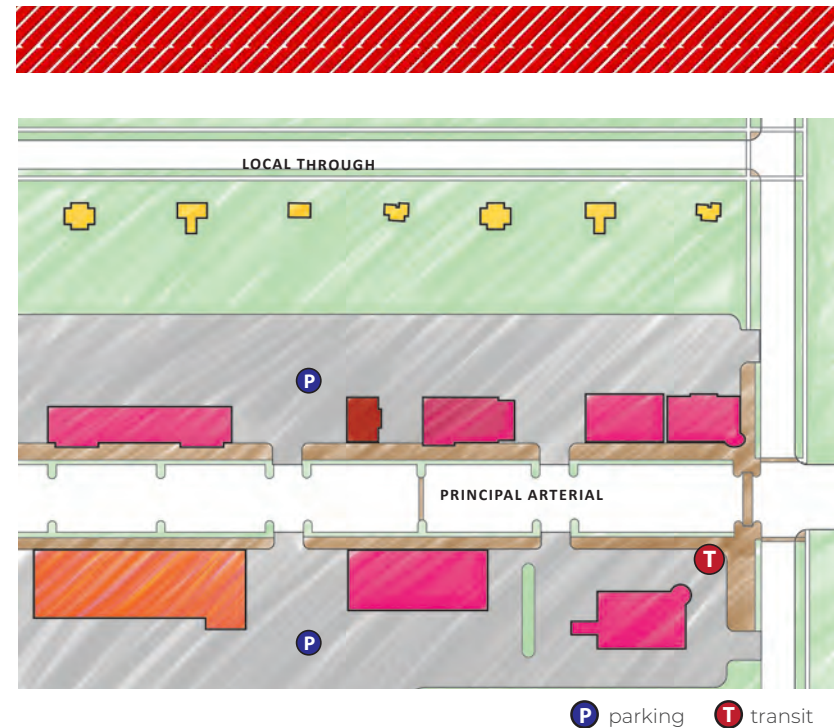


Proposed Future Land Use Classification

Development Types

COMMUNITY ACTIVITY CORRIDOR (AC-2)

Community Activity Corridors are a linear extension of a Community Activity Center. They contain nearly identical building types and uses to a Community Activity Center; the primary difference is the configuration of the lots and the lack of an internal subdivision or street network. Uses are built on frontage lots along principal and minor arterial roadways. They serve surrounding neighborhoods within a three-mile to five-mile drive and typically consist of a variety of commercial and service issues.



AC-2 BUILDING TYPES/LAND USES

PRIMARY TYPES

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

SECONDARY TYPES

- Multi-family Small & Medium

TERTIARY TYPES

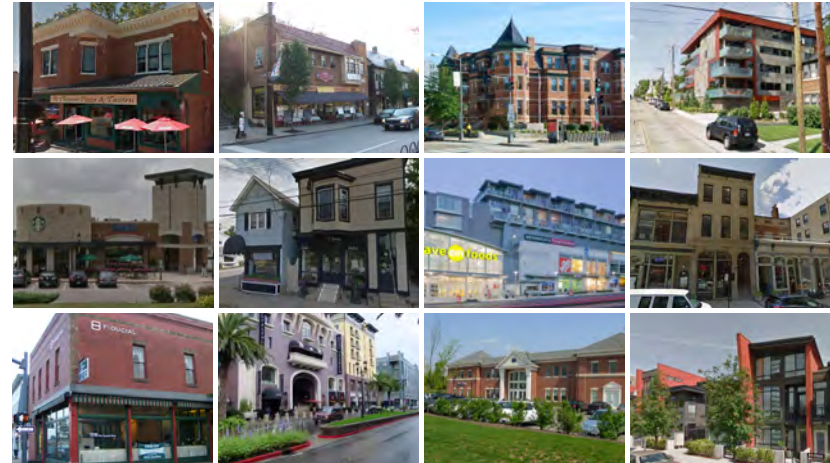
- Single-family Attached
- Civic/Institutional Small to Large
- Business/Employment Large (excl. Flex)
- Cemeteries & Mausoleums
- Parking Structures & Lots

See matrix for appropriate park/open space types.

Development Types

AC-2 DEVELOPMENT PATTERN/CONTEXT

- Streets are principal or minor arterial roads carrying high traffic volumes,
- Blocks are not the base component for this development type.
- Lots are large and adequately deep and wide to accommodate groups of smaller businesses or medium to larger format buildings with sufficient parking. Floor area ratios (FARs) are usually in the range of 0.2 to 0.25 for these corridors, but FARs of 3.0 or greater may be appropriate as infill and redevelopment occur.
- Buildings are oriented toward the street and may be located at the front of the lot, right behind the sidewalk, or setback with parking lots in front of the buildings. In new or redevelopment projects, setting the buildings close to the street is preferred with side or rear lots. Access to businesses should be provided from the sidewalk. Buildings may be out-lot, freestanding structures, or in attached strip mall-type structures.
- Designated off-street parking areas are typically located in front of or behind each building; corridors may also have on-street parking.
- These corridors are often located along transit routes, and sidewalks and bike lanes should be incorporated to allow safe access to businesses in corridors. An access management plan should be prepared for each activity corridor to promote safety for pedestrians, bicyclists, transit users, and motorists, as well as accessibility for all businesses.

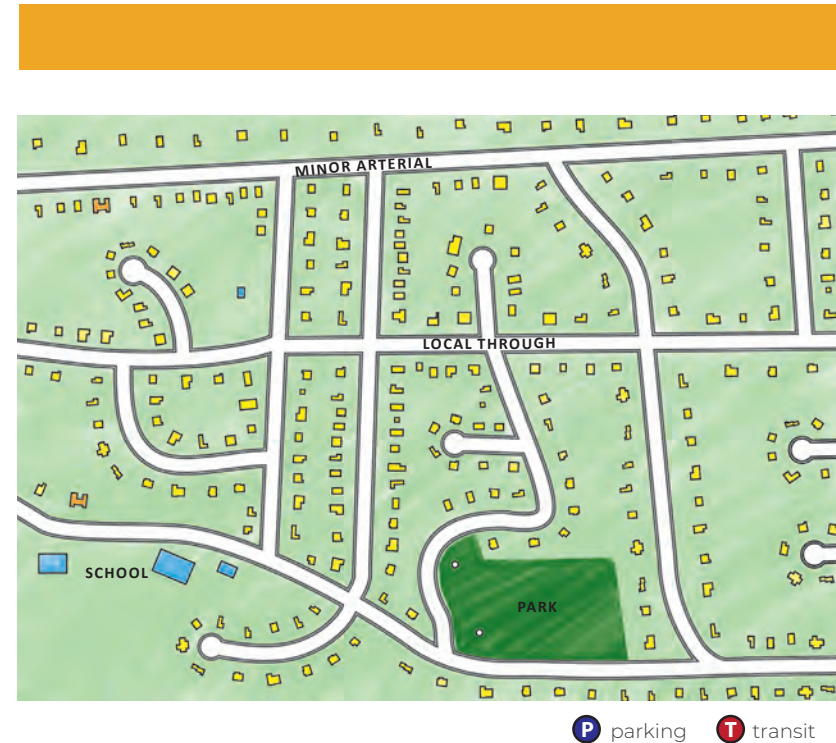


- Open spaces are provided on individual lots in the form of perimeter plantings and buffer yards are typical.
- Consolidated architectural details and finishes are encouraged to create a cohesive appearance along corridors. Buildings are typically one to two stories.

Development Types

URBAN EDGE RESIDENTIAL SMALL LOT (UER-1)

Urban Edge Residential Small lot neighborhoods account for a significant portion of the City's existing residential neighborhoods. This development type is appropriate as development on remaining large lots or as redevelopment in the outer areas of Columbia. Most of these developments are relatively modern and occurred after 1970. Urban Edge Residential Small Lot developments generally do not continue the grid and block pattern found in the urban core neighborhoods, but do tend to have a consistently organized internal street network with loops and interconnections. Culs-de-sac are most prominent in this development type.



UER-1 BUILDING TYPES/LAND USES

PRIMARY TYPES

- Single-family Detached

TERTIARY TYPES

- Single-family Attached
- Two-family
- Three-family
- Multi-family Small
- Civic/Institutional Small
- Business/Employment Small (excl. Flex)
- Cemeteries & Mausoleums

See matrix for appropriate park/open space types.

Development Types

UER-1 DEVELOPMENT PATTERN/CONTEXT

- The street network is typically curvilinear with irregular block structure and limited points of connection to the main road network. Street widths may be narrow or wide. Sidewalks may or may not be present in existing neighborhoods but should be provided in new developments. On-street parking is uncommon in these neighborhoods when street widths are narrow.
- Blocks are slightly irregular and may display a range of sizes and shapes determined by the parent lot shape and the internal street network.
- Blocks are subdivided into regular sized lots ranging between 2,500 square feet and 10,000 square feet.
- Buildings are typically set back from the street with deep front yards; buildings sit parallel to the street.
- Building sizes vary slightly within a block, but most are one to two stories in height with less than 2,000 square feet of livable space. Exceptions in the number of stories would be for neighborhoods with many split-level homes.
- Most homes have dedicated parking areas in front or side yards. Attached garages or carports are common.
- Open or green spaces are included in individual properties, retention or detention areas, or neighborhood parks. Passive green spaces should be included in new developments.
- Within a single development, building architecture, density, scale, and design will typically be fairly consistent along with front yard setbacks and driveway and garage arrangements.



Proposed Zoning District



GC: General Commercial District

Purpose

The purpose of the General Commercial (GC) District is to provide lands that accommodate a broad range of nonresidential uses characterized primarily by retail, office, and service establishments. Development is primarily auto-oriented, serving isolated commercial areas outside of the activity centers.

Allowed uses include personal services, retail sales, recreation/entertainment, commercial services, eating and drinking establishments, visitor accommodation, and vehicle sales and services.

Intensity and Dimensional Standards

(1) Intensity and Dimensional Standards

Standard	All Uses
Lot Area, min. (sf.)	N/A
Lot Width, min. (ft.)	N/A
Lot Coverage, max. (% of site area)	N/A
Density, max. (du/acre)	N/A
Front Yard Setback, min. (ft.)	20
Side Yard Setback, min. (ft.)	N/A
Rear Yard Setback, min. (ft.)	10
Building Height, max. (ft.)	75

Notes: ft. = feet sf. = square feet du. = dwelling unit

Use Standards

Uses are presented below for convenience. Please refer to 17-4.2 through 17-4.4 for complete regulations for principal, accessory, and temporary uses. ¹ Conditional Use ² Special Exception

PRINCIPAL USES PERMITTED

	Community recreation center ²	Elementary, middle, or high school
Dwelling, mixed-use ²	Cultural facility	School, business or trade
Dwelling, multifamily ²	Day care facility ¹	Hospital
Dwelling, single-family detached ²	Government office	Laboratory, medical or dental
Dwelling, two-family ²	Library	Medical or dental clinic/office
Continuing care retirement community (CCRC) ¹	Membership organization facility	Nursing care facility
Residential care facility ²	Place of worship ¹	Arboretum or botanical garden
Broadcasting studio	Public safety facility	Cemetery
Newspaper or periodical publishing establishment	Social services facility	Park or greenway ¹
	College or university	Park and ride

Disclaimer: Zoning district handouts are provided for general informational purposes and may not reflect recent updates made to the City Unified Development Ordinance. Please confirm all zoning information with the City of Columbia Zoning Department prior to making investment decisions.

GC: GENERAL COMMERCIAL

Parking lot ¹	Non-depository personal credit institution ¹	Community garden ²
Parking structure ²	Repair of personal goods	Crop production and processing
Passenger terminal, surface transportation	Car wash	Warehouse distribution and storage ²
Utility facility, major ²	Amusement park	Wholesale sales, not elsewhere listed ²
Utility facility, minor	Arena, stadium, or outdoor theater	Manufacturing, assembly, or fabrication, light
Animal shelter ²	Banquet hall	
Kennel ¹	Performing arts center	
Veterinary hospital or clinic ¹	Recreation facility, indoor, not elsewhere listed	
Equipment rental	Recreation facility, outdoor, not elsewhere listed	
Laboratory, testing or research	Building supplies and equipment store ²	
Lawn, tree, or pest control services	Consumer goods store	
Linen or uniform supply	Convenience store ²	
Self-service storage ¹	Farmers' market	
Eating establishment only ¹	Fuel sales (bulk) ²	
Eating and drinking establishment, Type 1 ¹	Grocery store or food market ¹	
Eating and drinking establishment, Type 2 ²	Liquor store ²	
Funeral home or mortuary	Pawn shop ²	
Business/Professional office	Commercial vehicle sales and rentals ¹	
Contractor's office	Gasoline sales and service station ¹	
Bank, retail	Personal vehicle repair and maintenance ²	
Beauty salon or barbershop	Personal vehicle sales and rentals ¹	
Body piercing or tattoo establishment ¹	Vehicle equipment supplies sales and rentals	
Dry cleaning pick-up ¹	Bed and breakfast ¹	
Laundry, coin-operated	Hotel or motel	
Nail salon		

Disclaimer: Zoning district handouts are provided for general informational purposes and may not reflect recent updates made to the City Unified Development Ordinance. Please confirm all zoning information with the City of Columbia Zoning Department prior to making investment decisions.



MU-1: Mixed-Use District

Purpose

The purpose of the Mixed-Use (MU-1) District is to provide lands that accommodate low-density, walkable, mixed-use development in a gridded street pattern with varied lot sizes.

Allowed uses include single-family, two-family, townhouse, and multi-family dwellings, as well as neighborhood-serving, small-scale mixed-use retail, office, personal services, and institutional development. *No minimum parking.

Intensity and Dimensional Standards

Standard		Townhouse	Single-Family and Two-Family	Multi-Family and Mixed Use	All Other Uses
Lot Area, min. (sf.)		8,000[1]/1,500[2]	5,000	10,000	5,000
Lot Width, min. (ft.)		75[1]/18[2]	50	75	50
Lot Depth, min. (ft.)		[3]			
Lot Coverage, max. (% of site area)		50	N/A		
Density, max. (du/acre)		N/A			
Front Yard Setback. (ft.)	Min.	15	0		
	Max.	20			
Side Yard Setback, min. (ft.)		[4]	5		
Rear Yard Setback, min. (ft.)		10			
Building Height, max. (ft.)		40			

Notes: ft. = feet sf. = square feet du. = dwelling unit

[1] Applies to the development lot as whole rather than individual lots under individual units.

[2] Applies to individual lots under individual units.

[3] Lot depth for residential uses shall be a minimum of 60 feet.

[4] A minimum of five feet required between end units and side yard and ten feet between end units and any secondary front yard.

Use Standards

Uses are presented below for convenience. Please refer to 17-4.2 through 17-4.4 for complete regulations for principal, accessory, and temporary uses. ¹ Conditional Use ² Special Exception

PRINCIPAL USES PERMITTED

	Dwelling, two-family	Government office
Cottage neighborhood development	Continuing care retirement community (CCRC) ²	Library
Dwelling, live-work ¹	Fraternity or sorority house ²	Place of worship ¹
Dwelling, mixed-use	Residential care facility ²	Public safety facility
Dwelling, multifamily	Community recreation center	Social services facility
Dwelling, single-family detached	Cultural facility ²	Elementary, middle, or high school ²
Dwelling, townhouse	Day care facility ¹	Medical or dental clinic/office

Disclaimer: Zoning district handouts are provided for general informational purposes and may not reflect recent updates made to the City Unified Development Ordinance. Please confirm all zoning information with the City of Columbia Zoning Department prior to making investment decisions.

MU-1: MIXED-USE

Nursing care facility

Arboretum or botanical garden²

Cemetery²

Park or greenway¹

Parking lot¹

Utility facility, major²

Utility facility, minor

Eating establishment only¹

Eating and drinking establishment,
Type 1¹

Eating and drinking establishment,
Type 2²

Business/Professional office

Beauty salon or barbershop

Dry cleaning pick-up¹

Laundry, coin-operated

Nail salon

Recreation facility, outdoor, not
elsewhere listed

Consumer goods store

Farmers' market

Grocery store or food market

Bed and breakfast¹

Community garden¹

Crop production and processing

Manufacturing, assembly, or
fabrication, light

Disclaimer: Zoning district handouts are provided for general informational purposes and may not reflect recent updates made to the City Unified Development Ordinance. Please confirm all zoning information with the City of Columbia Zoning Department prior to making investment decisions.

ORDINANCE NO.: 2023-107

Annexing 5706 and 5710 Fairfield Road, 602 Oakland Avenue, 721 and 731 Prescott Road, and NX809 and NX815 Woodside Avenue, Richland County TMS #11707-02-01, 11707-02-02, 11707-02-03, 11707-02-44, 11708-06-02, 11708-06-06, and 11708-06-07 into the City of Columbia, South Carolina, and Incorporating said property into Columbia Compass: Envision 2036 and the Official Zoning Map

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 Code Ann. § 5-3-150; and,

WHEREAS, it appears to City Council that the annexation of the property would be in the best interest of the property owners and the City of Columbia; and,

WHEREAS, City Council adopted Columbia Compass: Envision 2036 as the City of Columbia Comprehensive Plan by Ordinance No.: 2020-028 along with all the maps and policies contained therein, and amended from time to time, in accordance with the South Carolina Comprehensive Planning Act of 1994 (§6-29 of the SC Code); and,

WHEREAS, the City of Columbia has adopted the Unified Development Ordinance (UDO) by Ordinance No.: 2019-013 and Official Zoning Map of the City of Columbia, S.C. by Ordinance No.: 2021-001, both amended from time to time, in accordance with the authority in Title VI of the SC Code; and

WHEREAS, pursuant to Sec. 17-1.7(c) of the UDO, annexation may be considered concurrent with amendments to the Comprehensive Plan and the Zoning Map; and

WHEREAS, the City of Columbia Planning Commission has reviewed the proposed future land use and zoning classifications of the property, and made a recommendation to City Council in accordance with §6-29 of the SC Code and §17-2.5 of the UDO; and

WHEREAS, the Columbia City Council has held a public hearing in accordance with §17-2.4(f) of the UDO and §6-29-760 of the SC Code; and

WHEREAS, the Columbia City Council has determined that the proposed land use classification is appropriate for the property, and the proposed zoning district meets one or more of the criteria set forth by §17-2.5(c)(4), Zoning Map Amendment Decision Standards, of the UDO; NOW THEREFORE,

BE IT ORDAINED by the Mayor and City Council of the City of Columbia, South Carolina this _____ day of _____, 2023, that:

1. The above recitals and findings are incorporated herein by reference and made a part of this Ordinance.
2. The property identified as *5706 and 5710 Fairfield Road, 602 Oakland Avenue, 721 and 731 Prescott Road, and NX809 and NX815 Woodside Avenue, Richland County TMS #11707-02-01, 11707-02-02, 11707-02-03, 11707-02-44, 11708-06-02, 11708-06-06, and 11708-06-07* containing 5.13 acres, further identified in Exhibit A, is hereby annexed to and becomes a part of the City of Columbia, and is incorporated into Columbia Compass:

Envision 2036 and the Official Zoning Map, effective immediately.

3. This property shall be apportioned to City Council District #1, Census Tract 106, and assigned future land use classifications of Community Activity Corridor (AC-2) and Urban Edge Residential Small Lot (UER-1), as shown in Exhibit B, and zoning of General Commercial District (GC) and Mixed Use District (MU-1), as shown in Exhibit C.

PROPERTY DESCRIPTION: See Attached Exhibit "A"

Richland County TMS NOS.: 11707-02-01, 11707-02-02, 11707-02-03, 11707-02-44, 11708-06-02, 11708-06-06, and 11708-06-07

Also included in the territory hereby annexed are all contiguous portions of all public rights of way, streets and highways.

Requested by:

Assistant City Manager Gentry _____

Mayor _____

Approved by:

City Manager

Approved as to form:

ATTEST:


Deputy City Attorney

City Clerk

Introduced:

Final Reading:

ORDINANCE NO.: 2023-107
EXHIBIT "A"
PROPERTY DESCRIPTION

ALL that certain piece, parcel or lot of land, together with any improvements thereon, situate, lying and being on the Eastern Side of Fairfield Road, near the City of Columbia, in the County of Richland, State of South Carolina, containing 0.20 acre, more or less, and being shown and delineated on a survey prepared for Camp Cola LLC by Baxter Land Surveying Co., Inc., dated March 13, 2023 and recorded in the Office of the ROD for Richland County in Book 2824 at Page 1758. Reference to said plat is hereby made for a more complete and accurate description. All measurements are a little more or less.

ALSO:

ALL that certain, piece, parcel or lot of land, situate, lying and being near the City of Columbia, in the County of Richland, State of South Carolina, containing 0.83 acres more or less situate, lying and being shown on a plat prepared for Bruce Jackson Oswald, by Carl W. Bostick, P.L.S. Reg. No. 4786 dated April 5, 2007, revised September 9, 2008 and being recorded in the Richland County ROD in Book 1464 at Page 2808. Be all said measurements a little more or less.

ALSO:

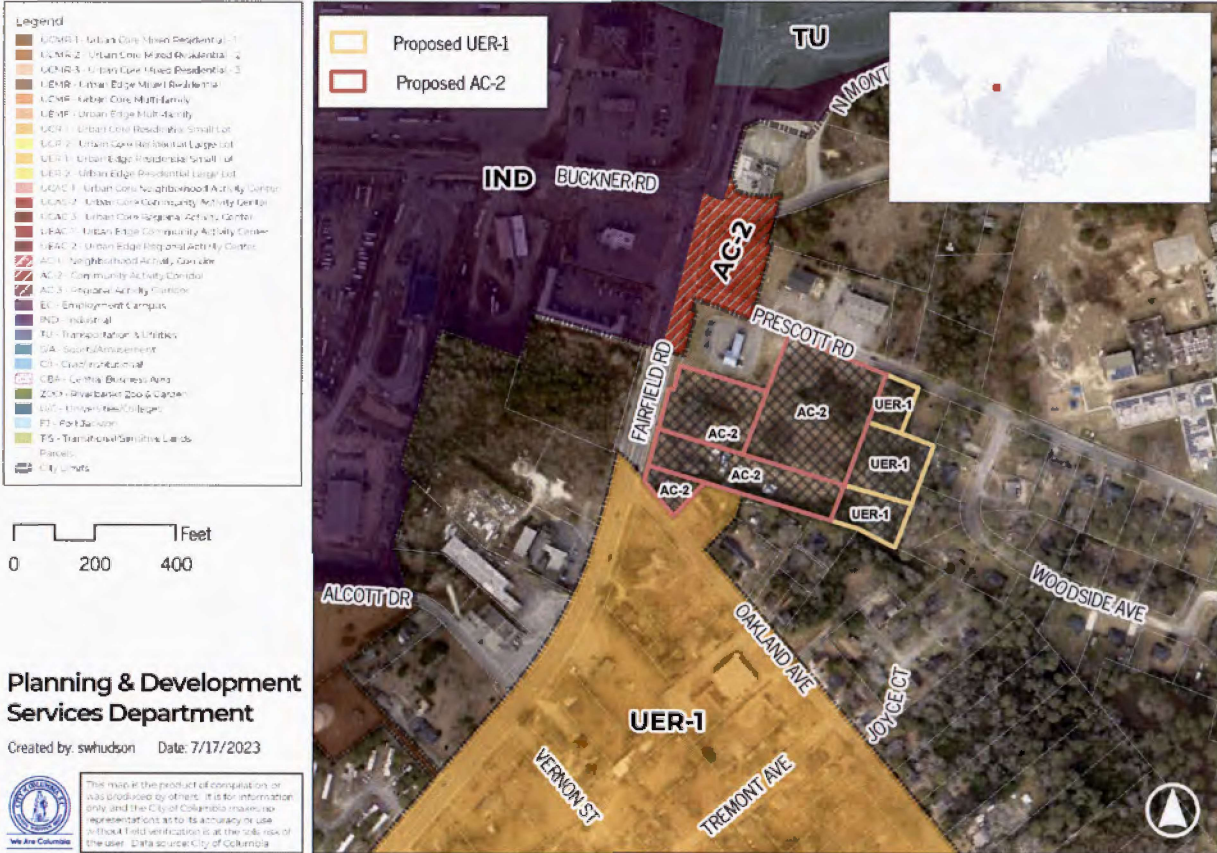
ALL that certain piece, parcel or lot of land, together with improvements thereon, situate, lying and being near the City of Columbia, in the County of Richland, State of South Carolina, being shown and delineated as "Parcel B", containing 1.81 acres, more or less, on a Boundary Plat prepared for Tammy O. Brackett by Bostik Surveying, dated April 5, 2007 and August 21, 2007 (revised September 9, 2008 and May 7, 2009) and recorded May 13, 2009 in the Office of the Register of Deeds for Richland County in Record/Plat Book 1521, Page 272. Said plat is hereby adopted and incorporated herein by reference for a more complete and accurate description; all measurements being a little more or less.

LEGAL DEPARTMENT DRAFT

ORDINANCE NO.: 2023-107
EXHIBIT "B"
FUTURE LAND USE CLASSIFICATIONS

Future Land Use

5706 and 5710 Fairfield Road, 602 Oakland Avenue, 721 and 731 Prescott Road, and NX809 and NX915 Woodside Avenue; TMSs 11707-02-01, 11707-02-02, 11707-02-03, 11707-02-44, 11708-06-02, 11708-06-06, and 11708-06-07
Current: Richland Co. Future Land Use: Community Activity Center, Mixed Residential, and Priority Investment Area
Proposed City Future Land Use: Community Activity Corridor (AC-2) and Urban Edge Residential Small Lot (UER-1)



LEGAL DEPARTMENT DRAFT

ORDINANCE NO.: 2023-107
EXHIBIT "C"
ZONING DISTRICTS

Zoning

Legend

- NAC: Neighborhood Center/Corridor
- GC: General Commercial District
- RSF-3: Residential Single Family - Small Lot District
- RM-2: Residential Mixed
- LI: Light Industrial District
- OV-FR: Floodplain Overlay District
- Parcels
- City Limits

0 200 400 Feet

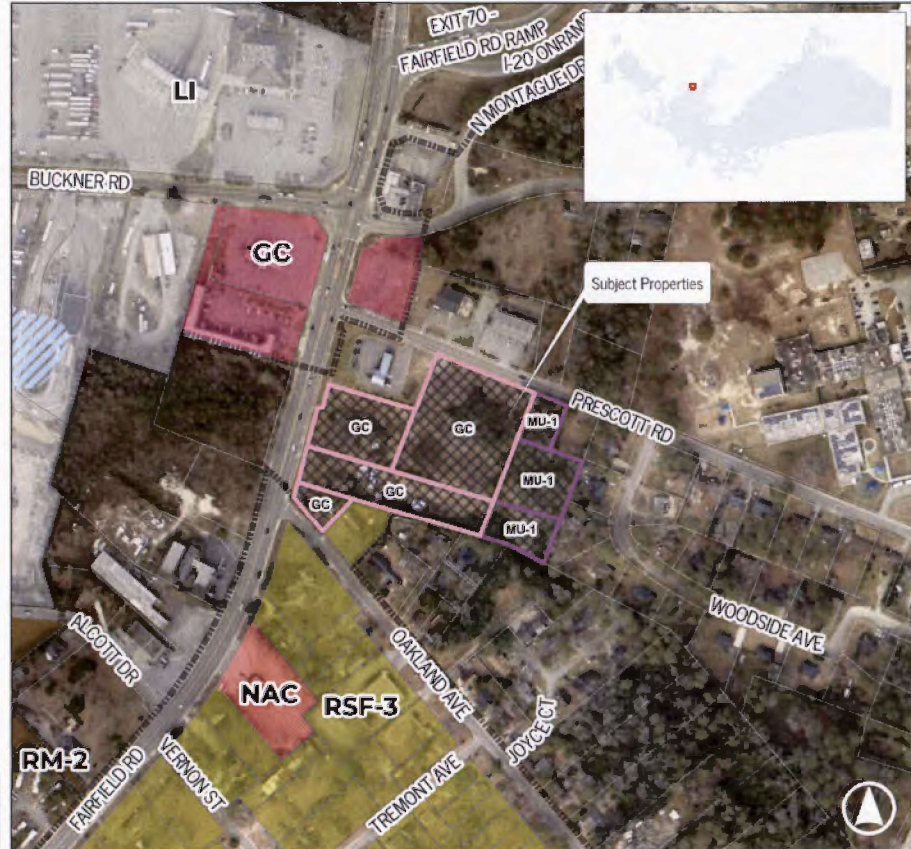
**Planning & Development
Services Department**

Created by: swludson Date: 7/17/2023



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5706 and 5710 Fairfield Road, 602 Oakland Avenue, 721 and 731 Prescott Road, and NX809 and NX815 Woodside Avenue, TMS#s 11707-02-01, 11707-02-02, 11707-02-03, 11707-02-44, 11708-06-02, 11708-06-06, and 11708-06-07
 Current Richland Co. Zoning: General Commercial (GC) and Residential, Medium Density (RS-MD)
 Proposed City Zoning: General Commercial (GC) and Mixed-Use (MU-1)



LEGAL DEPARTMENT DRAFT

Property Description: All those certain pieces, parcels, or lots of land, together with any improvements thereon, situate, lying and being near the City of Columbia, in the County of Richland, State of South Carolina, together containing 2.3 acres, more or less, and shown and designated as lots 01, 02, and 03, block 02 of Richland County Tax Map 11707; and lot 02, block 06 of Richland County Tax Map 11708. Said parcels having approximately such boundaries and measurements as are shown on said tax maps.

Property Addresses: 5706 Fairfield Road, NX815 Woodside Avenue, NX809 Woodside Avenue, 731 Prescott Road

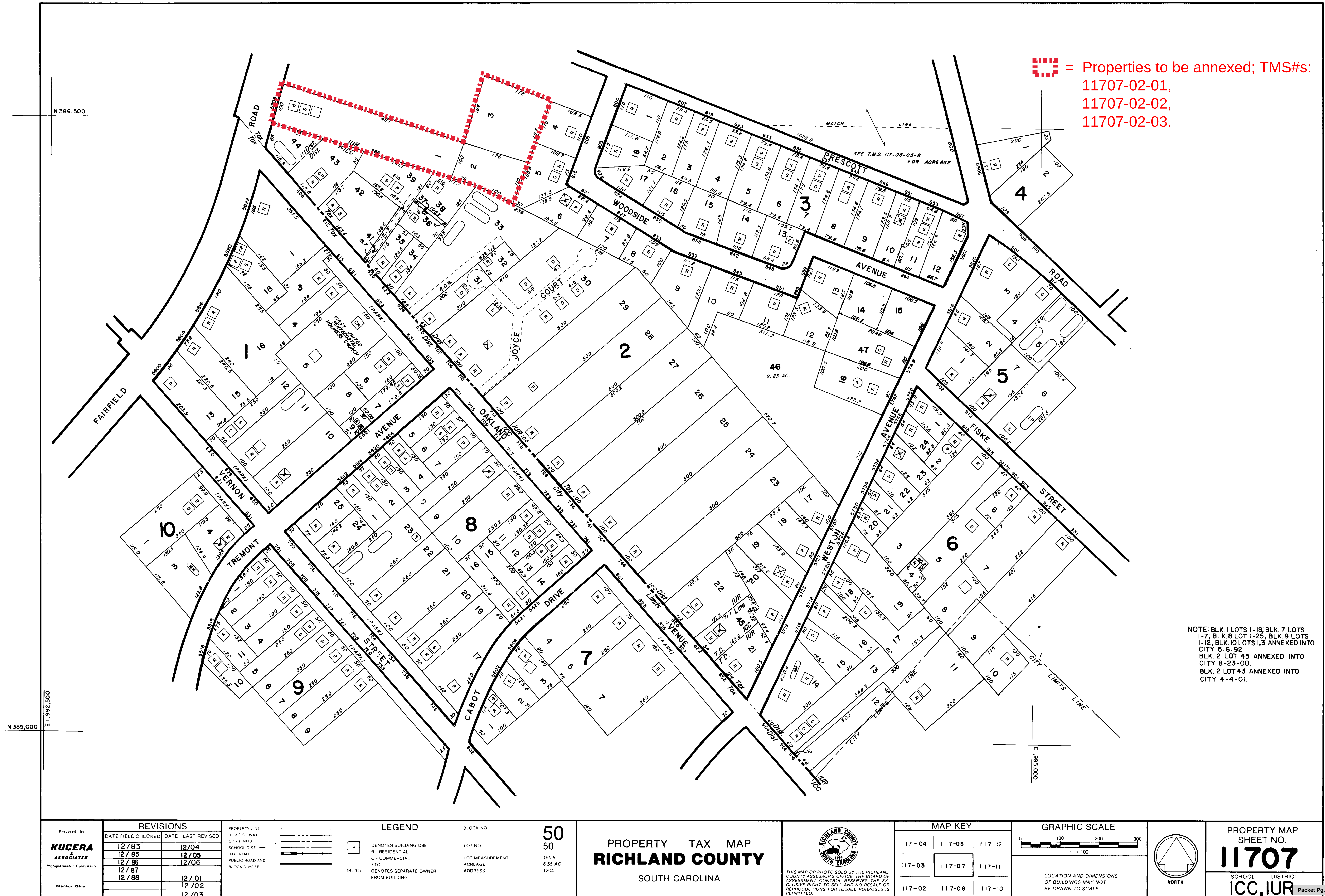
BY: Ronald Campbell
(Signature)

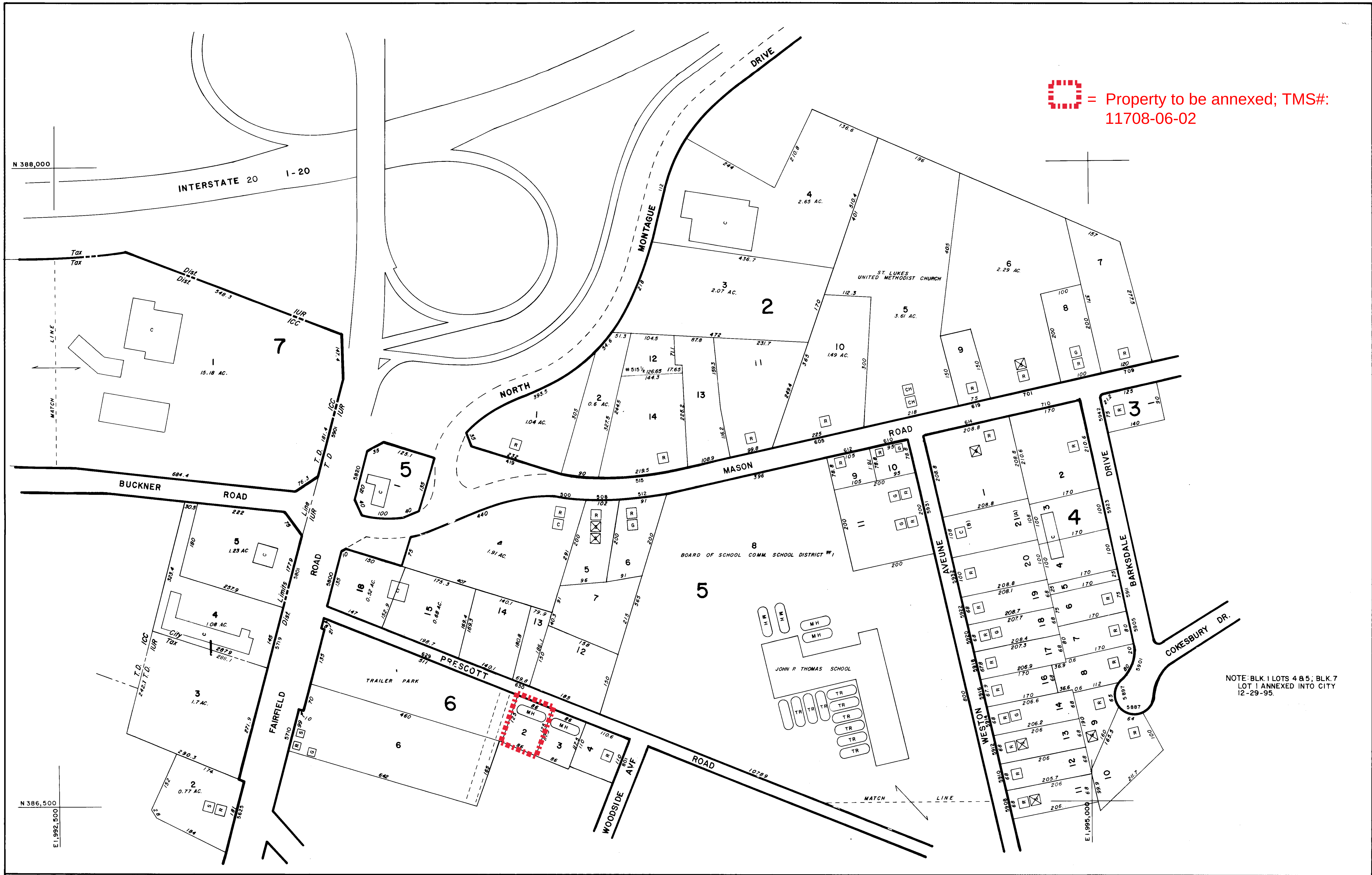
Date: 6/2/23

Ronald Campbell
(Print or Type Name)

ITS: Member
(Print or Type Title)

11707





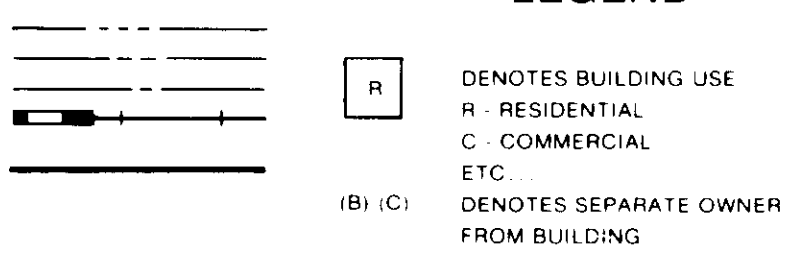
 = Property to be annexed; TMS#: 11708-06-02

NOTE: BLK. 1 LOTS 4 & 5; BLK. 7 LOT 1 ANNEXED INTO CITY 12-29-95.

Prepared by
KUCERA ASSOCIATES
Photogrammetric Consultants
Mentor, Ohio

REVISIONS	
DATE FIELD CHECKED	DATE LAST REVISED
12/83	12/04
12/84	12/05
12/85	12/06
12/86	
12/88	12/01
	12/02
	12/03

PROPERTY LINE
RIGHT-OF-WAY
CITY LIMITS
SCHOOL DIST
RAILROAD
PUBLIC ROAD AND
BLOCK DIVIDER



LEGEND

 DENOTES BUILDING USE
R - RESIDENTIAL
C - COMMERCIAL
ETC.
 DENOTES SEPARATE OWNER FROM BUILDING

BLOCK NO
LOT NO
LOT MEASUREMENT
ACREAGE
ADDRESS

50
50
150.5
6.55 AC
1204

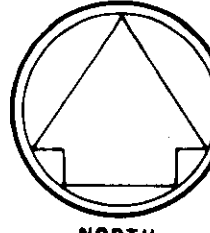
PROPERTY TAX MAP
RICHLAND COUNTY
SOUTH CAROLINA



THIS MAP OR PHOTO SOLD BY THE RICHLAND COUNTY ASSESSOR'S OFFICE. THE BOARD OF ASSESSMENT CONTROL RESERVES THE EXCLUSIVE RIGHT TO SELL AND NO RESALE OR REPRODUCTIONS FOR RESALE PURPOSES IS PERMITTED.

MAP KEY		
118-01	118-05	118-09
117-04	117-08	117-12
117-03	117-07	117-11

GRAPHIC SCALE
0 100 200 300
1" = 100'



NORTH

PROPERTY MAP
SHEET NO.
11708
SCHOOL DISTRICT
ICC, IUR

Packet Pg. 366

MEMORANDUM

Office of the City Manager

TO: Department Heads

FROM: Teresa Wilson, City Manager

DATE: July 18, 2023

RE: **Property Address:** 5706 and 5710 Fairfield Road, 602 Oakland Avenue, 721 and 731 Prescott Road, and NX809 and NX815 Woodside Avenue
Richland County TMS#: 11707-02-01, 11707-02-02, 11707-02-03, 11707-02-44, 11708-06-02, 11708-06-06, and 11708-06-07
Owner(s): Camp Cola LLC
Current Use: Undeveloped, Residential, and Residential on Commercial Land
Proposed Use: Commercial
Current County Land Use: Mixed Residential (High Density) in a Community Activity Center and a Priority Investment Area
Proposed City Land Use: Community Activity Corridor (AC-2) and Urban Edge Residential Small Lot (UER-1)
Current County Zoning: General Commercial (GC) and Residential Single Family - Medium Density (RS-MD)
Proposed City Zoning: General Commercial District (GC) and Mixed Use District (MU-1)
Reason for Annexation: Zoning Map Amendment; Secondary Area
City Council District: 1
Census Tract: 106

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 **August 10, 2023** Planning Commission agenda. Planning & Development Services staff will notify the City Attorney of the Planning Commission's zoning recommendation by forwarding a copy of this form, completed, as soon as the Planning Commission has met.

/atl

Attachments

cc:

Clint Shealy, Assistant City Manager
 Jeff Palen, Assistant City Manager/CFO
 Dana Higgins, Director, Engineering
 Frank Eskridge, Director, Utilities
 Robert Anderson, Public Works Director
 Krista Hampton, Planning & Development Services
 Kelly Smith, Business License Administrator
 Greg Williams, Business Liaison
 Tiffany Latimer, Customer Care Administrator
 Todd Beiers, Building Official
 Michelle Brazell, Engineering
 Police Planning & Research
 Alfreda Tindal, Richland Co. 911 Addressing Coordinator

Missy Gentry, Assistant City Manager
 Henry M. Simons, Assistant City Manager
 Teresa Knox, City Attorney
 William Holbrook, Police Chief
 Aubrey Jenkins, Fire Chief
 Dollie Herron, Community Development
 George Adams, Fire Marshal
 Hope Hasty, Zoning Administrator
 Jacquelyn Richburg, Columbia-Richland 911
 David Hatcher, Housing Official
 Richland County Solid Waste Collection
 Lucinda Statler, Planning Administrator
 Brandon Burnette, Development Center Administrator

Planning Commission Land Use Recommendation: AC2/UER-1 (Land Use classification) by 50
 on 8/10/23 (mm/dd/yyyy).

Planning Commission Zoning Recommendation: GC/MU-1 (Zoning classification) by 50
 on 8/10/23 (mm/dd/yyyy).


 (Signature of Annexation Coordinator)



Subject Properties

Future Land Use

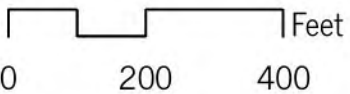
5706 and 5710 Fairfield Road, 602 Oakland Avenue, 721 and 731 Prescott Road, and NX809 and NX815 Woodside Avenue; TMS#s 11707-02-01, 11707-02-02, 11707-02-03, 11707-02-44, 11708-06-02, 11708-06-06, and 11708-06-07

15.d

Current Richland Co. Future Land Use: Community Activity Center, Mixed Residential, and Priority Investment Area
Proposed City Future Land Use: Community Activity Corridor (AC-2) and Urban Edge Residential Small Lot (UER-1)

Legend

- UCMR-1 - Urban Core Mixed Residential - 1
- UCMR-2 - Urban Core Mixed Residential - 2
- UCMR-3 - Urban Core Mixed Residential - 3
- UEMR - Urban Edge Mixed Residential
- UCMF - Urban Core Multi-family
- UEMF - Urban Edge Multi-family
- UCR-1 - Urban Core Residential Small Lot
- UCR-2 - Urban Core Residential Large Lot
- UER-1 - Urban Edge Residential Small Lot
- UER-2 - Urban Edge Residential Large Lot
- UCAC-1 - Urban Core Neighborhood Activity Center
- UCAC-2 - Urban Core Community Activity Center
- UCAC-3 - Urban Core Regional Activity Center
- UEAC-1 - Urban Edge Community 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
- S/A - Sports/Amusement
- C/I - Civic/Institutional
- CBA - Central Business Area
- ZOO - Riverbanks Zoo & Garden
- U/C - Universities/Colleges
- FJ - Fort Jackson
- T/S - Transitional/Sensitive Lands
- Parcels
- City Limits

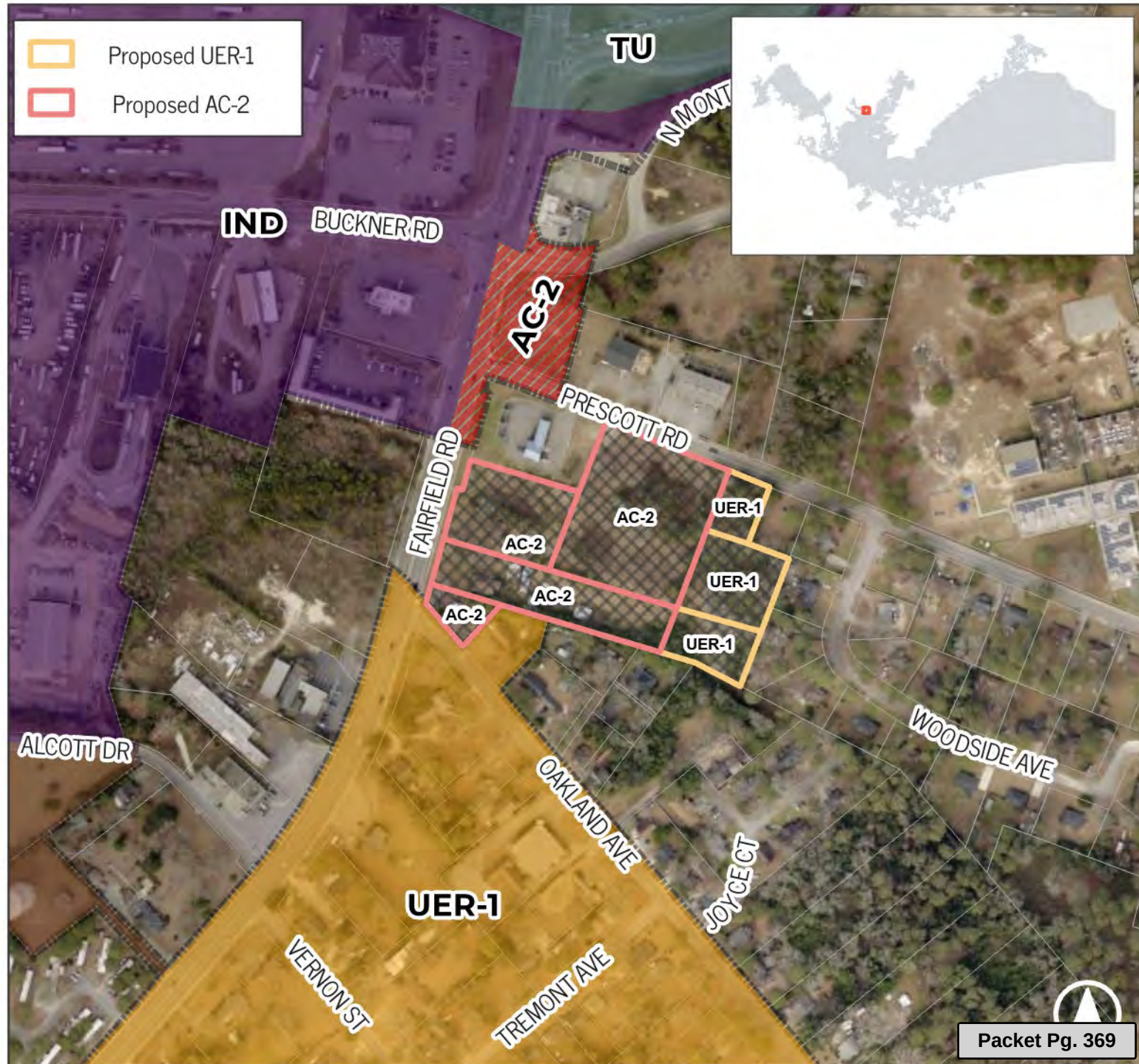


Planning & Development Services Department

Created by: sw Hudson Date: 7/17/2023



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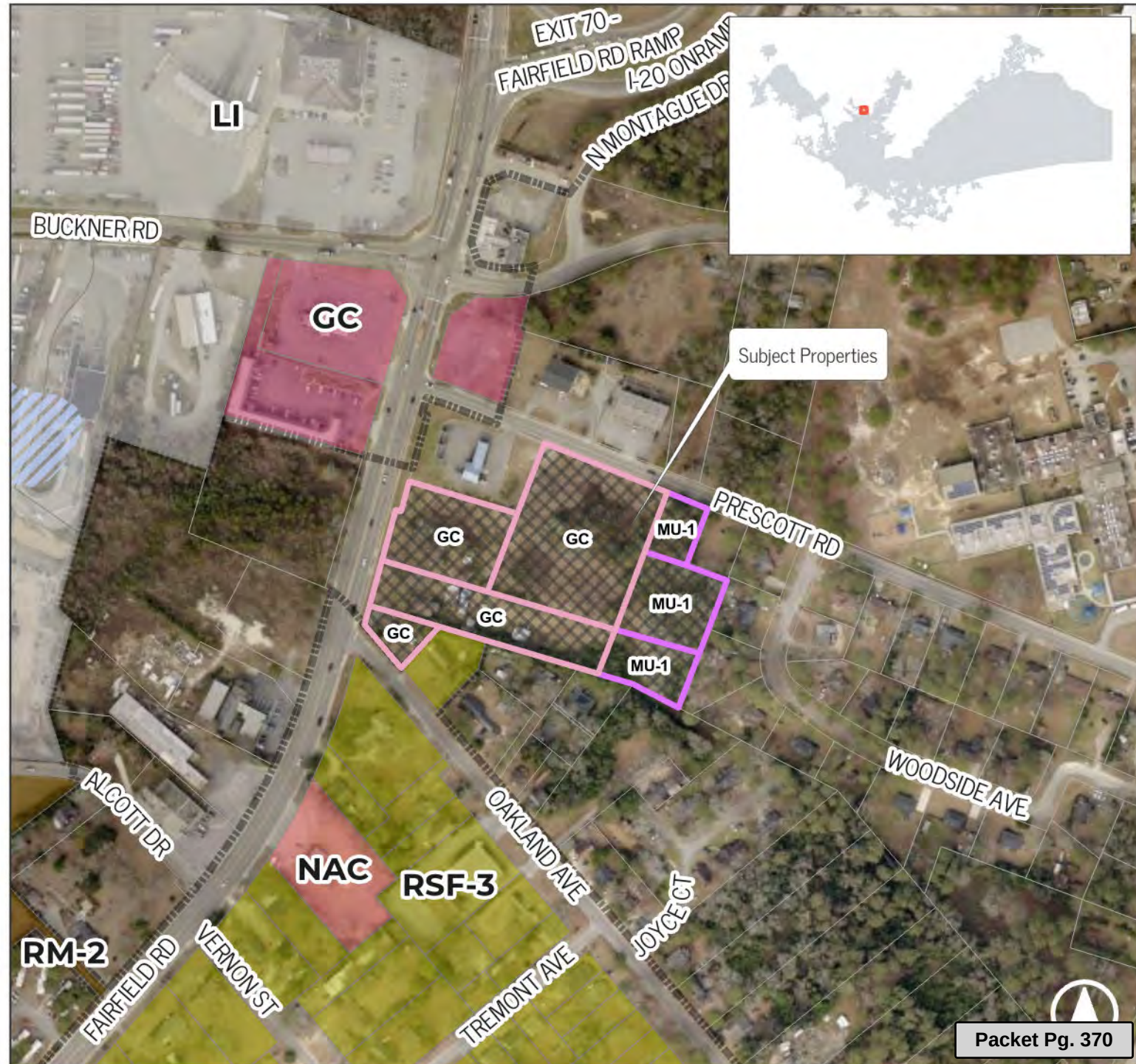
Zoning

5706 and 5710 Fairfield Road, 602 Oakland Avenue, 721 and 731 Prescott Road, and NX809 and NX815 Woodside
 TMS#s 11707-02-01, 11707-02-02, 11707-02-03, 11707-02-44, 11708-06-02, 11708-06-06, and 11708-06-07
 Current Richland Co. Zoning: General Commercial (GC) and Residential, Medium Density (RS-MD)
 Proposed City Zoning: General Commercial (GC) and Mixed-Use (MU-1)

15.d

Legend

- NAC: Neighborhood Center/Corridor
- GC: General Commercial District
- RSF-3: Residential Single Family - Small Lot District
- RM-2: Residential Mixed
- LI: Light Industrial District
- OV-FP: Floodplain Overlay District
- Parcels
- City Limits



Subject Properties

0 200 400 Feet

Planning & Development Services Department

Created by: swhudson Date: 7/17/2023



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We Are Columbia

MEETING DATE: September 19, 2023

DEPARTMENT: Planning and Development Services

FROM: *Krista Hampton, Director*

SUBJECT: ANNEXATION, FUTURE LAND USE MAP AMENDMENT,
AND ZONING MAP AMENDMENT for 110 Jacobs Mill Pond
Road, TMS#25810-03-08

**FUNDING SOURCE &
ORIGINAL BUDGET:**

CLEAN WATER 2020?: No

PURPOSE:

Ordinance No.: 2023-105 Annexing 110 Jacobs Mill Pond Road, Richland County TMS #25810-03-08 into the City of Columbia, South Carolina, and Incorporating said property into Columbia Compass: Envision 2036 and the Official Zoning Map

Council District: 4

Proposal: Request to annex the property, assign land use classification of Urban Edge Residential Large Lot (UER-2) and assign zoning of Residential Single Family - Large Lot District (RSF-1). The property is currently classified as Neighborhood (Medium Density) and zoned RS-LD by Richland County.

Applicant: James H. Stembridge, Jr. and Brenda J. Stembridge

Staff Recommendation: Approval

PC Recommendation: 08/10/2023; Approval (5-0)

ATTACHMENTS:

- **#a:** ANNEX-2023-0015_JacobsMillPond110_ZPH_Packet (PDF)
- **#b:** 2023-105 - Annex and Incorporate 110 Jacobs Mill Pond Road (PDF)
- **#c:** JacobsMillPond110_Offer_Notice (PDF)
- **#d:** JacobsMillPond110_Petition (PDF)



CITY OF COLUMBIA

September 19, 2023 at 4:00pm

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

ANNEXATION, FUTURE LAND USE MAP AMENDMENT, AND ZONING MAP AMENDMENT CASE SUMMARY 110 Jacobs Mill Pond Road, TMS# 25810-03-08

Council District:	4
Proposal:	Request to annex the property, assign land use classification of Urban Edge Residential Large Lot (UER-2) and assign zoning of Residential Single Family – Large Lot District (RSF-1). The property is currently classified as Neighborhood (Medium Density) and zoned RS-LD by Richland County.
Applicant:	James H. Stembridge, Jr. and Brenda J. Stembridge
Staff Recommendation:	Approval
PC Recommendation:	08/10/2023; Approval (5-0)
ZPH, 1 st Reading:	09/19/2023; Pending
2 nd Reading:	10/03/2023; Pending

CURRENT PARCEL CHARACTERISTICS/CONDITIONS

Acreage: 4.0 acres
Current Use: Undeveloped; Single-Family Residence under construction
Proposed Use: Residential
Reason for Annexation: Municipal Services
Urban Service Area: Primary
Current County Land Use Classification: Neighborhood (Medium Density)
Proposed City Land Use Classifications: Urban Edge Residential Large Lot (UER-2)
Current County Zoning: Residential Single Family Low Density (RS-LD)
Proposed City Zoning: Residential Single Family – Large Lot District (RSF-1)
Census Tract: 114.07

DETERMINATION FOR CITY SERVICES

The following determination is an estimate of the benefits and costs associated with the annexation of the subject property:

Police

As with most annexations, we find that the proposed annexation may result in an increased number of calls for service. The estimated cost to serve this existing single family residence would be **approximately \$340 per year**, based on calls to nearby residential areas within the City limits.

Fire

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

Solid Waste

This single-family residence is approximately 8/10 of a mile from the nearest served single-family residence. Recent growth in this part of town has put a strain on the capacity of the routes on this collection day. New trucks are on order; however, it will be at least 12-18 months before they are delivered and put into service. The cost associated with solid waste service is approximately **\$225 annually per household**.

Engineering

Because water lines currently exist in this area, Utilities and Engineering **will not incur any costs** associated with this annexation. Sewer service is provided by Palmetto Utilities. The owner will need to submit plans for connection or construction of water to Columbia Water.

Water Customer Care

This will be a new water customer, who will pay water rates approximately **40% lower** than out-of-city customers.

Planning & Development Services

We recommend approval of the annexation of this single-family residence, which is located within a Primary Area as designated in the Urban Service Area plan. The real estate tax revenue generated for the City would be **approximately \$2,300 per year** based on the estimated future taxable value of this property.

* Estimated City Tax Revenue is based on **2022 millage** for real property and calculated as: ((Taxable Value × Tax Rate) × City Millage Rate (.0938)). The actual additional taxes paid by the property owner will generally be substantially lower as some millage items do not apply to in-City properties, and an increased Local Option Sales Tax credit factor applies to in-City properties (an additional .002321 for the 2022 tax year).

PLANS, POLICIES, AND LAND USE

Urban Service Area

Subject property is in a “Primary Area” as identified in the Urban Service Area Map

Principles and Goals of the Urban Service Area

The Urban Service Area plan provides a prioritization tool for City Council, staff, and the public to consider about the areas that present the best opportunities for the City’s long-term growth, while minimizing both short-term and long-term challenges. A review of existing infrastructure as well as the reach of our community facilities and services helps define how we classify areas within the Urban Service Area plan. Areas have been classified as Primary, Secondary, and Long Range areas - or as Donut Holes – in order to represent the general level of priority based on this review.

Importantly, this Urban Service Area plan is a policy guide, and not a determination about annexation on any individual property.

Primary Areas

Primary Areas are made up of land contiguous to the City where services are readily available and the infrastructure is generally good. These services include fire, police, sanitation, and utilities.

Annexations within *Primary Areas* are the second highest priority, after areas classified as *Donut Hole - Primary*. Barring unanticipated circumstances, annexation is recommended, and staff should work with individual property owners or neighborhoods/developments to encourage and expedite annexation.

Comprehensive Plan Land Use Classification

The proposed future land use classification for the subject property in the *Columbia Compass: Envision 2036* Future Land Use Map is Urban Edge Residential Large Lot (UER-2). The property is currently designated as Neighborhood (Medium Density) by Richland County.

Refer to attached land use classification descriptions for existing Richland County land use and proposed City of Columbia land use.

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

The subject property is not located within the study area of a neighborhood, small area, community, or corridor plan recently adopted by the City of Columbia or Richland County.

PROPOSED ZONING DISTRICT SUMMARY

The parcel is currently zoned Residential Single Family Low Density (RS-LD) by Richland County. Surrounding parcels within the City of Columbia are currently zoned Mixed Use District (MU-2) to the south. Surrounding Richland County zoning is RS-LD to the northwest, north, and east; and Residential Multifamily High Density (RM-HD) to the southwest.

The proposed City of Columbia zoning district is Residential Single Family – Large Lot District (RSF-1).

Refer to attached zoning district description for proposed City of Columbia zoning.

STAFF RECOMMENDATION

Staff recommends the assignment of a future land use classification of Urban Edge Residential Large Lot (UER-2) and zoning of Residential Single Family – Large Lot District (RSF-1) at the time of annexation.



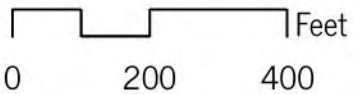
Future Land Use

110 Jacobs Mill Pond Road, TMS# 25810-03-08
Current Richland Co. Future Land Use: Neighborhood (Medium Density)
Proposed City Future Land Use: Urban Edge Residential Large Lot (UER-2)

16.a

Legend

- UCMR-1 - Urban Core Mixed Residential - 1
- UCMR-2 - Urban Core Mixed Residential - 2
- UCMR-3 - Urban Core Mixed Residential - 3
- UEMR - Urban Edge Mixed Residential
- UCMF - Urban Core Multi-family
- UEMF - Urban Edge Multi-family
- UCR-1 - Urban Core Residential Small Lot
- UCR-2 - Urban Core Residential Large Lot
- UER-1 - Urban Edge Residential Small Lot
- UER-2 - Urban Edge Residential Large Lot
- UCAC-1 - Urban Core Neighborhood Activity Center
- UCAC-2 - Urban Core Community Activity Center
- UCAC-3 - Urban Core Regional Activity Center
- UEAC-1 - Urban Edge Community Activity Center
- UEAC-2 - Urban Edge Regional Activity Center
- AC-1 - Neighborhood Activity Corridor
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- IND - Industrial
- TU - Transportation & Utilities
- S/A - Sports/Amusement
- C/I - Civic/Institutional
- CBA - Central Business Area
- ZOO - Riverbanks Zoo & Garden
- U/C - Universities/Colleges
- FJ - Fort Jackson
- T/S - Transitional/Sensitive Lands
- Parcels
- City Limits



Planning & Development Services Department

Created by: sw Hudson Date: 7/13/2023



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Zoning

110 Jacobs Mill Pond Road, TMS# 25810-03-08
 Current Richland Co. Zoning: Residential Single Family - Low Density (RS-LD)
 Proposed City Zoning: Residential Single Family - Large Lot (RSF-1)

16.a

Legend

-  MU-2: Mixed-Use
-  OV-FW: Floodway Overlay District
-  OV-FP: Floodplain Overlay District
-  Parcels
-  City Limits



0 200 400 Feet

Planning & Development Services Department

Created by: swhudson Date: 7/13/2023



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Current Future Land Use Classification

NEIGHBORHOOD (MEDIUM-DENSITY)

Land Use and Character

Areas include medium-density residential neighborhoods and supporting neighborhood commercial scale development designed in a traditional neighborhood format. These neighborhoods provide a transition from Neighborhood (Low-Density) to more intense Mixed Residential (High-Density) urban environments. Multi-family development should occur near activity centers and within Priority Investment Areas with access to roadways with adequate capacity and multimodal transportation options. Non-residential development may be considered for location along main road corridors and within a contextually-appropriate distance from the intersection of a primary arterial.



Desired Development Pattern

The primary use within this area is medium density residential neighborhoods designed to provide a mix of residential uses and densities within neighborhoods. Neighborhoods should be connected and be designed using traditional grid or modified grid designs. Non-residential uses should be designed to be easily accessible to surrounding neighborhoods via multiple transportation modes.



Transportation

Upgrades to arterial and collector roads should include the full range of transportation options – driving, transit, walking, and biking. Connectivity between adjacent developments is encouraged. Subdivisions should be designed to provide vehicular, bicycle, and pedestrian access and connectivity throughout, either through conventional sidewalks or through greenway and trail access.

Recommended Land Uses

Primary Land Uses: Single-family detached houses, duplexes, townhomes

Secondary Land Uses: Multi-family development, neighborhood serving services, such as small scale drycleaners, professional offices, coffee shops, bakeries and restaurants, drug-stores, and convenience stores should be located within Neighborhood Activity Centers or may be considered for location along main road corridors and within a contextually-appropriate distance from the intersection of a primary arterial. These land uses should not result in strip commercial development or fragmented “leapfrog” development patterns along corridors. Places of worship, public or private parks, and public recreation facilities are also appropriate uses. These uses should be integrated to better serve surrounding residential properties through pedestrian access, and mitigation of any noise, light, or traffic impacts on neighborhoods.

Policy Guidance

1. Neighborhood densities should be based on allowing higher densities that include single-family attached housing near major corridors and activity centers and lower densities that include only single-family detached housing near open space developments, low-density residential, and rural areas.
2. Master planning of neighborhoods is encouraged and should include neighborhood parks and open spaces as part of the development program. A mix of housing types is encouraged within individual developments. Neighborhood scale commercial centers are also an appropriate amenity to include in master planned developments.
3. Traditional neighborhood designs should be facilitated by development of a new zoning district that allows for a mix of housing types and lot sizes within a single development.
4. Developments should connect to adjacent neighborhoods and commercial/employment areas, and be supported by multiple modes of transportation.
5. The protection of mature tree canopy is encouraged for areas surrounding developments and on private residential lots, as feasible.

6. Environmentally sensitive areas, such as floodplains, wetlands, and lands along creeks and surface waters should be protected or developed using best management practices to maintain the areas green infrastructure system, and to ensure long-term water quality. Providing public recreational access to these features, as feasible, is preferred.

Relevant Plans

Broad River Road Corridor and Neighborhood Master Plan, Candlewood Master Plan, Crane Creek Master Plan, Lower Richland Community Strategic Master Plan, The Renaissance Plan: Decker Boulevard/Woodfield Park Area

Priority Investment Areas

#2 Ballentine at Dutch Fork Road, Marina, and Broad River Road, Portion of #5 I-20 Fairfield Interchange, Portion of #9 Decker Boulevard and Two Notch Road, Portion of #8 I-77 Farrow Road Interchange

Areas of Common Interest

Proposed projects in the Northwest, North Central, Northeast, and Southeast Planning areas should be coordinated with adjacent municipalities when located in areas of common interest near jurisdictional lines.

Existing Zoning Districts of Similar Character

RS-LD, RS-MD, MH, PDD

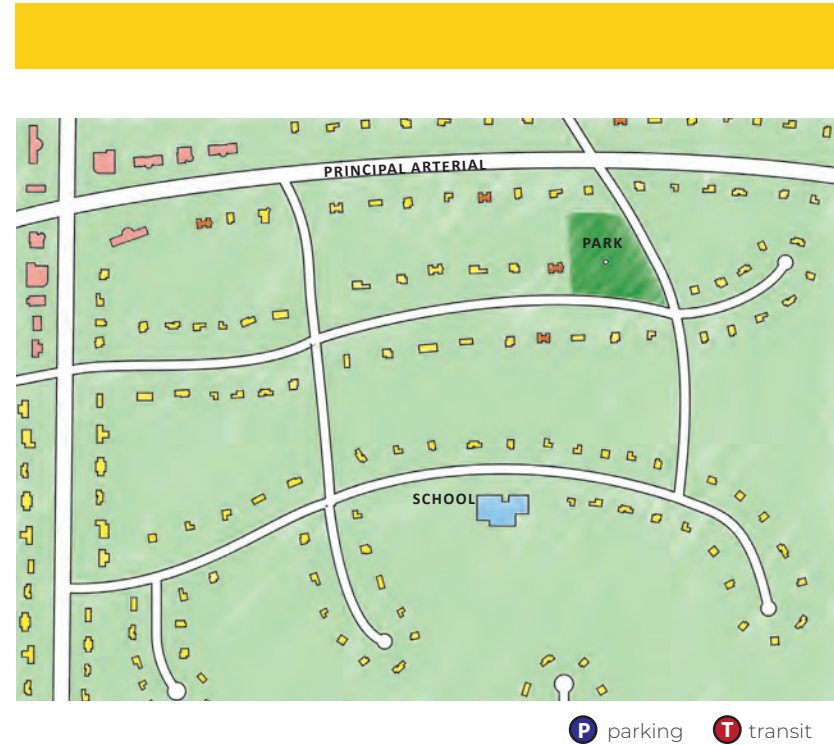


Proposed Future Land Use Classification

Development Types

URBAN EDGE RESIDENTIAL LARGE LOT (UER-2)

Urban Edge Residential Large Lot neighborhoods represent many of the older residential neighborhoods in the outer areas of the City. This development type is appropriate as development on remaining large lots or as redevelopment in the outer areas of Columbia. Most of the existing developments occurred after 1950. Urban Edge Residential Large Lot developments generally do not continue the grid and block pattern found in the urban neighborhoods, but do tend to have a consistently organized internal street network with loops and interconnections.



UER-2 BUILDING TYPES/LAND USES

PRIMARY TYPES

- Single-family Detached
- *Accessory dwelling units

TERTIARY TYPES

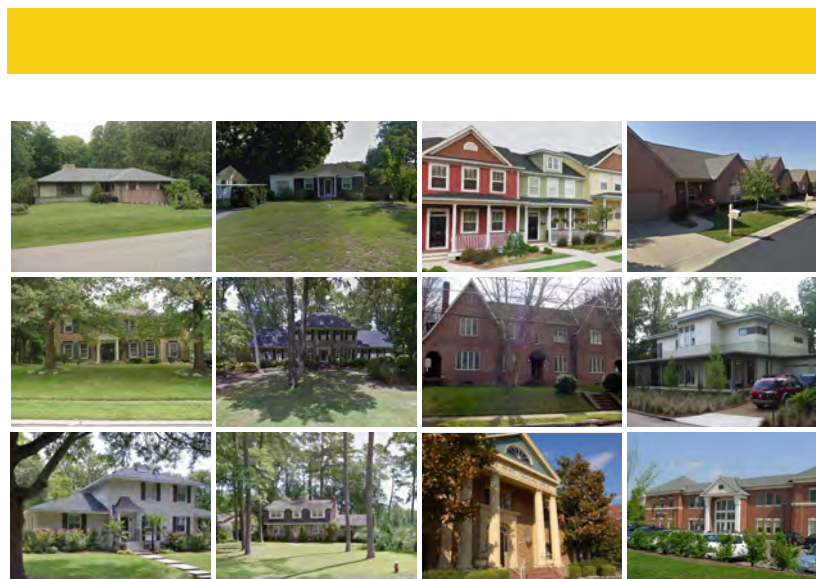
- Single-family Attached
- Two-family
- Three-family
- Civic/Institutional Small
- Business/Employment Small (excl. Flex)
- Cemeteries & Mausoleums

See matrix for appropriate park/open space types.

Development Types

UER-2 DEVELOPMENT PATTERN/CONTEXT

- The street network is typically curvilinear with irregular block structure and limited points of connection to the main road network. Street widths may be narrow or wide. Sidewalks may or may not be present in existing neighborhoods but should be provided in new developments. On-street parking is uncommon in these neighborhoods when street widths are narrow.
- Blocks are slightly irregular and may display a range of sizes and shapes determined by the parent lot shape and the internal street network.
- Blocks are subdivided into regular sized lots over 10,000 square feet.
- Buildings are typically set back from the street with deep front yards; buildings sit parallel to the street.
- Building sizes vary slightly within a block, but most are one to two stories in height with more than 2,000 square feet of livable space. Exceptions in the number of stories would be for neighborhoods with many split-level homes.
- Most homes have dedicated parking areas in front or side yards. Attached garages or carports are common.
- Open or green spaces are included in individual properties, retention or detention areas, or neighborhood parks. Passive green spaces should be included in new developments.
- Within a single development, building architecture, density, scale, and design will typically be fairly consistent along with front yard setbacks and driveway and garage arrangements. Side loading garages may be more common in a large lot neighborhood than in small lot neighborhoods.



Proposed Zoning District



RSF-1: Residential Single Family – Large Lot District

Purpose

The purpose of the Residential Single-Family - Large Lot (RSF-1) District is to provide lands that accommodate primarily single-family detached dwellings at very low densities. The district also accommodates parks and recreation centers, government offices, and minor utility facilities. District regulations discourage development that substantially interferes with the quiet residential nature of the district.

Intensity and Dimensional Standards

Standard	All Uses
Lot Area, min. (sf.)	15,000
Lot Width, min. (ft.)	90
Lot Depth, min. (ft.)	70
Lot Coverage, max. (% of site area)	40
Density, max. (du/acre)	N/A
Front Yard Setback, min. (ft.)	25
Side Yard Setback, min. (ft.)	8
Rear Yard Setback, min. (ft.)	15
Building Height, max. (ft.)	40

Notes: ft. = feet sf. = square feet du. = dwelling unit

Use Standards

Uses are presented below for convenience. Please refer to 17-4.2 through 17-4.4 for complete regulations for principal, accessory, and temporary uses. ¹ Conditional Use ² Special Exception

PRINCIPAL USES PERMITTED

	Cemetery ²
Dwelling, single-family detached	Park or greenway ¹
Community recreation center	Utility facility, major ²
Cultural facility ²	Utility facility, minor
Day care facility ²	Community garden ¹
Library	Crop production and processing ²
Place of worship ²	
Public safety facility	
Elementary, middle, or high school ²	
Arboretum or botanical garden ²	

Disclaimer: Zoning district handouts are provided for general informational purposes and may not reflect recent updates made to the City Unified Development Ordinance. Please confirm all zoning information with the City of Columbia Zoning Department prior to making investment decisions.

ORDINANCE NO.: 2023-105

Annexing 110 Jacobs Mill Pond Road, Richland County TMS #25810-03-08 into the City of Columbia, South Carolina, and Incorporating said property into Columbia Compass: Envision 2036 and the Official Zoning Map

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 Code Ann. § 5-3-150; and,

WHEREAS, it appears to City Council that the annexation of the property would be in the best interest of the property owners and the City of Columbia; and,

WHEREAS, City Council adopted Columbia Compass: Envision 2036 as the City of Columbia Comprehensive Plan by Ordinance No.: 2020-028 along with all the maps and policies contained therein, and amended from time to time, in accordance with the South Carolina Comprehensive Planning Act of 1994 (§6-29 of the SC Code); and,

WHEREAS, the City of Columbia has adopted the Unified Development Ordinance (UDO) by Ordinance No.: 2019-013 and Official Zoning Map of the City of Columbia, S.C. by Ordinance No.: 2021-001, both amended from time to time, in accordance with the authority in Title VI of the SC Code; and

WHEREAS, pursuant to Sec. 17-1.7(c) of the UDO, annexation may be considered concurrent with amendments to the Comprehensive Plan and the Zoning Map; and

WHEREAS, the City of Columbia Planning Commission has reviewed the proposed future land use and zoning classifications of the property, and made a recommendation to City Council in accordance with §6-29 of the SC Code and §17-2.5 of the UDO; and

WHEREAS, the Columbia City Council has held a public hearing in accordance with §17-2.4(f) of the UDO and §6-29-760 of the SC Code; and

WHEREAS, the Columbia City Council has determined that the proposed land use classification is appropriate for the property, and the proposed zoning district meets one or more of the criteria set forth by §17-2.5(c)(4), Zoning Map Amendment Decision Standards, of the UDO; NOW THEREFORE,

BE IT ORDAINED by the Mayor and City Council of the City of Columbia, South Carolina this day of _____, 2023, that:

1. The above recitals and findings are incorporated herein by reference and made a part of this Ordinance.
2. The property identified as 110 Jacobs Mill Pond Road and TMS# 25810-03-08 containing 4.0 acres, further identified in Attachment A, is hereby annexed to and becomes a part of the City of Columbia, and is incorporated into Columbia Compass: Envision 2036 and the Official Zoning Map, effective immediately.
3. This property shall be apportioned to City Council District #4, Census Tract 114.07, and

assigned a future land use classification of Urban Edge Residential Large Lot (UER-2) and zoning of Residential Single Family Large Lot (RSF-1).

PROPERTY DESCRIPTION: See Attached Exhibit "A"

Richland County TMS NO.: 25810-03-08

Also included in the territory hereby annexed are all contiguous portions of all public rights of way, streets and highways.

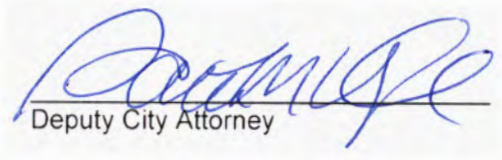
Requested by:

Assistant City Manager Gentry

Approved by:

City Manager

Approved as to form:


Deputy City Attorney

Introduced:
Final Reading.

Mayor

ATTEST:

City Clerk

LEGAL DEPARTMENT DRAFT

ORDINANCE NO.: 2023-105
EXHIBIT "A"
PROPERTY DESCRIPTION

All that certain piece, parcel or tract of land, with all improvements thereon, situate, lying and being near the City of Columbia, in the County of Richland, State of South Carolina, containing 4.00 acres and being more particularly shown and delineated on a general property survey of 110 Jacobs Mill Pond Road prepared for James H. Stembridge, Jr. and Brenda J. Stembridge by Morgan Surveys, Michael F. Morgan, PLS, dated May 22, 2023. Reference is made to said survey for a more accurate and complete description; be all measurements a little more or less.

LEGAL DEPARTMENT DRAFT

Last revised: 8/16/2023
23018027

MEMORANDUM

Office of the City Manager

TO: Department Heads

FROM: Teresa Wilson, City Manager

DATE: July 18, 2023

RE: **Property Address:** 110 Jacobs Mill Pond Road
Richland County TMS#: 25810-03-08
Owner(s): James H. Stembridge, Jr. and Brenda J. Stembridge
Current Use: Undeveloped
Proposed Use: Residential
Current County Land Use: Neighborhood (Medium Density)
Proposed City Land Use: Urban Edge Residential Large Lot (UER-2)
Current County Zoning: Residential Single Family Low Density (RS-LD)
Proposed City Zoning: Residential Single Family – Large Lot District (RSF-1)
Reason for Annexation: Municipal Services; Primary Area
City Council District: 4
Census Tract: 114.07

The Planning & Development Services advises that the above referenced property has been offered for annexation. Attached, please find a map or drawing reflecting the property. You are directed to forward your comments and/or recommendations regarding the issue of whether to annex or not to Planning & Development Services. Planning & Development Services will compile your comments for City Council consideration.

Planning & Development Services staff will see to it that this matter is placed on the **August 10, 2023** Planning Commission agenda. Planning & Development Services staff will notify the City Attorney of the Planning Commission's zoning recommendation by forwarding a copy of this form, completed, as soon as the Planning Commission has met.

/atl

Attachments

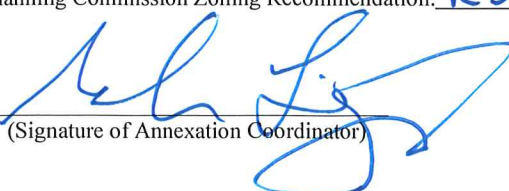
cc:

Clint Shealy, Assistant City Manager
 Jeff Palen, Assistant City Manager/CFO
 Dana Higgins, Director, Engineering
 Frank Eskridge, Director, Utilities
 Robert Anderson, Public Works Director
 Krista Hampton, Planning & Development Services
 Kelly Smith, Business License Administrator
 Greg Williams, Business Liaison
 Tiffany Latimer, Customer Care Administrator
 Todd Beiers, Building Official
 Michelle Brazell, Engineering
 Police Planning & Research
 Alfreda Tindal, Richland Co. 911 Addressing Coordinator

Missy Gentry, Assistant City Manager
 Henry M. Simons, Assistant City Manager
 Teresa Knox, City Attorney
 William Holbrook, Police Chief
 Aubrey Jenkins, Fire Chief
 Dollie Herron, Community Development
 George Adams, Fire Marshal
 Hope Hasty, Zoning Administrator
 Jacquelyn Richburg, Columbia-Richland 911
 David Hatcher, Housing Official
 Richland County Solid Waste Collection
 Lucinda Statler, Planning Administrator
 Brandon Burnette, Development Center Administrator

Planning Commission Land Use Recommendation: UER-2 (Land Use classification) by 5 - 0
 on 8/10/23 (mm/dd/yyyy).

Planning Commission Zoning Recommendation: RSF-1 (Zoning classification) by 5 - 0
 on 8/10/23 (mm/dd/yyyy).


 (Signature of Annexation Coordinator)



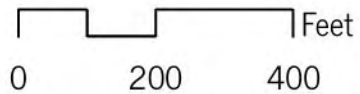
Future Land Use

110 Jacobs Mill Pond Road, TMS# 25810-03-08
 Current Richland Co. Future Land Use: Neighborhood (Medium Density)
 Proposed City Future Land Use: Urban Edge Residential Large Lot (UER-2)

16.c

Legend

- UCMR-1 - Urban Core Mixed Residential - 1
- UCMR-2 - Urban Core Mixed Residential - 2
- UCMR-3 - Urban Core Mixed Residential - 3
- UEMR - Urban Edge Mixed Residential
- UCMF - Urban Core Multi-family
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- Parcels
- City Limits



Planning & Development Services Department

Created by: sw Hudson Date: 7/13/2023



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Zoning

110 Jacobs Mill Pond Road, TMS# 25810-03-08
Current Richland Co. Zoning: Residential Single Family - Low Density (RS-LD)
Proposed City Zoning: Residential Single Family - Large Lot (RSF-1)

16.c

Legend

- MU-2: Mixed-Use
- OV-FW: Floodway Overlay District
- OV-FP: Floodplain Overlay District
- Parcels
- City Limits



0 200 400 Feet

Planning & Development Services Department

Created by: swhudson Date: 7/13/2023



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Packet Pg. 392

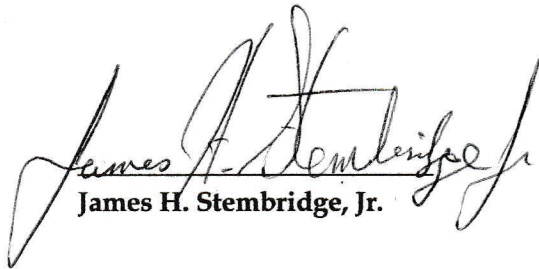
STATE OF SOUTH CAROLINA)
)
 COUNTY OF RICHLAND) PETITION FOR ANNEXATION

The undersigned, being the owner(s) of the property described below hereby petition(s) the Mayor and City Council for annexation to the City of Columbia, South Carolina pursuant to S.C. Code Ann. Section 5-3-150, 1976, as amended.

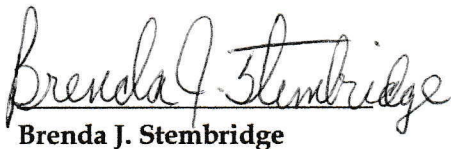
Property Description: All that certain piece, parcel or tract of land, with all improvements thereon, situate, lying and being near the City of Columbia, in the County of Richland, State of South Carolina, containing 4.00 acres and being more particularly shown and delineated on a general property survey of 110 Jacobs Mill Pond Road prepared for James H. Stembridge, Jr. and Brenda J. Stembridge by Morgan Surveys, Michael F. Morgan, PLS, dated May 22, 2023. Reference is made to said survey for a more accurate and complete description; be all measurements a little more or less.

Richland County TMS: 25810-03-08

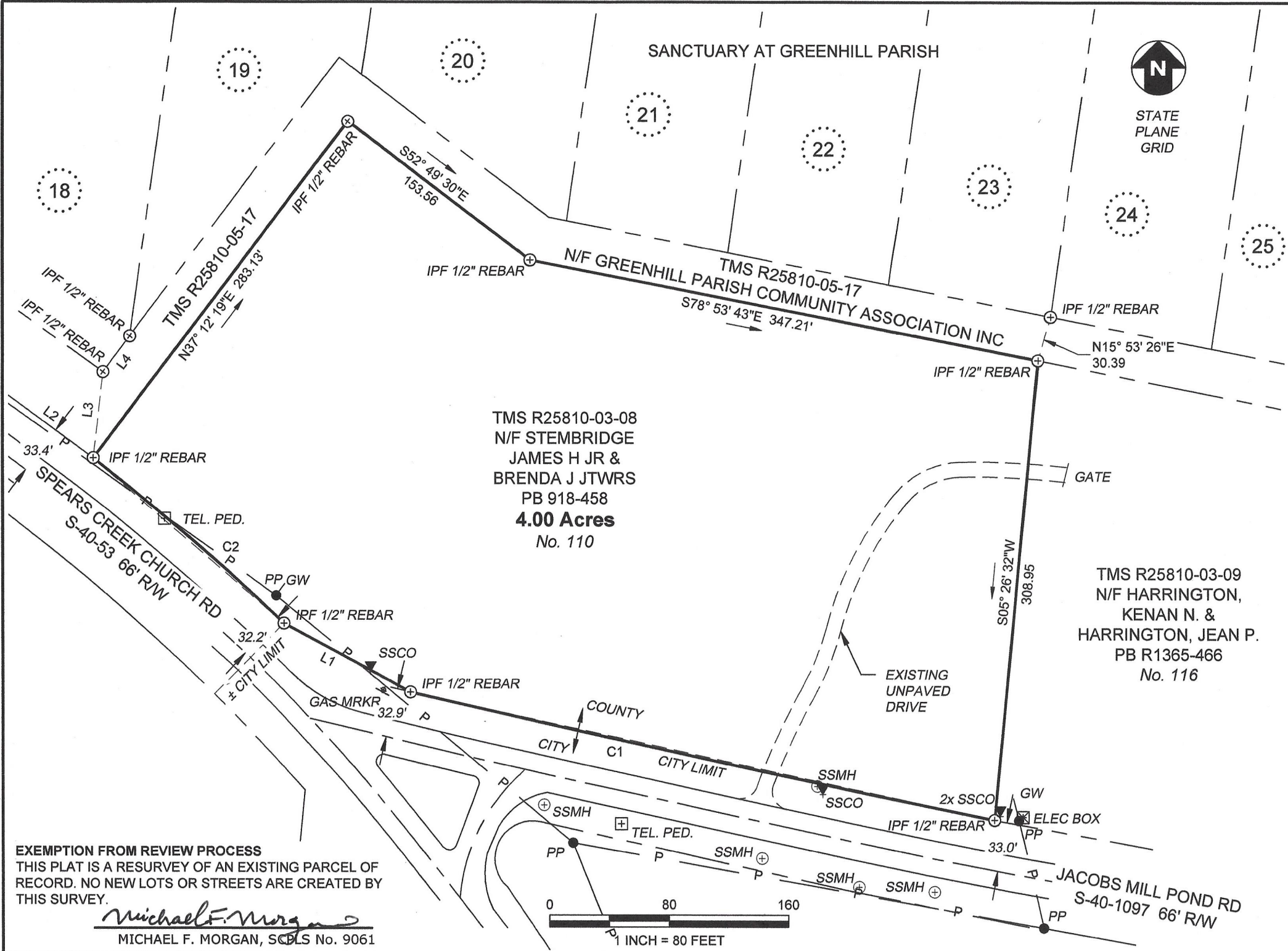
Property Address: 110 Jacobs Mill Pond Road


 James H. Stembridge, Jr.

Date: 7-6-2023

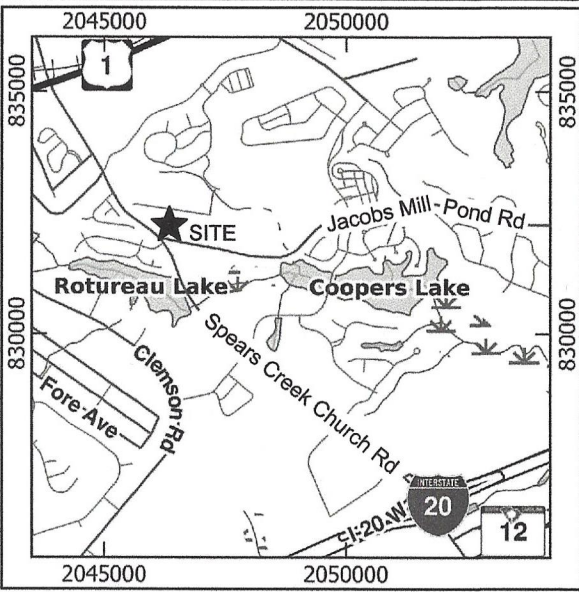

 Brenda J. Stembridge

Date: 7-6-2023



3 DAYS BEFORE DIGGING
IN SOUTH CAROLINA
CALL 811
OR CALL (888) 721-7877
OR VISIT [HTTPS://SC811.COM/](https://SC811.COM/)

LINE TABLE		
No.	BEARING	DIST.
L1	N61° 30' 32"W	96.35
L2	N53° 40' 01"W	87.67
L3	N06° 33' 57"E	57.96
L4	S37° 02' 55"W	30.07



REFERENCES

- 1) "PLAT PREPARED FOR MISSION INVESTMENT FUND OF THE EVANGELICAL LUTHERAN CHURCH IN AMERICA" BY UNITED DESIGN SERVICES, INC., DATED DEC. 12, 2003, AND RECORDED IN PLAT BOOK 918 AT PAGE 458.
- 2) "SUBDIVISION PLAT FOR SANCTUARY AT GREENHILL PARISH" BY UNITED DESIGN SERVICES, INC., DATED APRIL 24, 2007, LAST REVISED 3/30/15, AND RECORDED IN PLAT BOOK 2017 AT PAGE 1798.
- 3) SCDOT HIGHWAY PLANS FOR ROAD S-53, SHEET 14 OF 60, DATED 8/25/1948; ALSO PLANS FOR ROAD S-1067, SHEET 6 OF 27, DATED 6/6/1957; ALL PROVIDED BY SCDOT ONLINE.
- 4) FEMA FLOOD INSURANCE RATE MAP (F.I.R.M.) MAP No. 45079C0276L, PANEL 276 OF 650, REVISED DECEMBER 21, 2017, PROVIDED BY THE FEMA MAP SERVICE CENTER.

NOTES

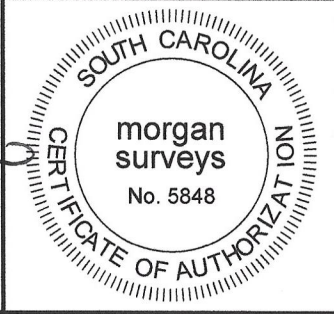
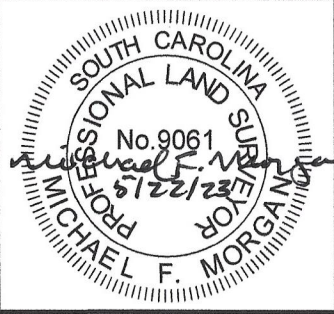
- 1) UTILITY EASEMENT LOCATIONS AND WIDTHS ARE UNKNOWN UNLESS OTHERWISE INDICATED.
- 2) ACCORDING TO THE REFERENCED F.I.R.M., THE SUBJECT PARCEL LIES IN AN UNSHADED ZONE 'X', "AREAS DETERMINED TO BE OUTSIDE THE 0.2% CHANCE FLOODPLAIN". THIS INFORMATION IS BASED ON CURRENT MAPS WHICH MAY CHANGE OR BE UPDATED FROM TIME TO TIME AND IS NOT INTENDED AS A STATEMENT OF FACT AS TO THE LIKELIHOOD THAT THIS PROPERTY MAY, OR MAY NOT, FLOOD.

CURVE TABLE					
No.	LEN.	RAD.	DELTA	CH. BRG.	CH. DIST.
C1	401.33	14311.91	001°36'24"	N77° 43' 30"W	401.31
C2	169.24	1645.52	005°53'35"	N49° 14' 48"W	169.17

EXEMPTION FROM REVIEW PROCESS
THIS PLAT IS A RESURVEY OF AN EXISTING PARCEL OF RECORD. NO NEW LOTS OR STREETS ARE CREATED BY THIS SURVEY.
Michael F. Morgan
MICHAEL F. MORGAN, SCPLS No. 9061

morgan surveys
Michael F. Morgan, PLS
2024 Shadowood Ct.
Columbia, SC 29212
803.732.7906

I HEREBY STATE THAT TO THE BEST OF MY PROFESSIONAL KNOWLEDGE, INFORMATION, AND BELIEF, THE SURVEY SHOWN HEREIN WAS MADE IN ACCORDANCE WITH THE REQUIREMENTS OF THE STANDARDS OF PRACTICE MANUAL FOR SURVEYING IN SOUTH CAROLINA, AND MEETS OR EXCEEDS THE REQUIREMENTS FOR A CLASS 'B' SURVEY AS SPECIFIED THEREIN.
Michael F. Morgan
MICHAEL F. MORGAN, SCPLS No. 9061



GENERAL PROPERTY SURVEY OF 110 JACOBS MILL POND RD.
PREPARED FOR
**JAMES H. STEMBRIDGE, JR.
and BRENDA J. STEMBRIDGE**
ADJACENT TO THE CITY OF COLUMBIA
IN NORTHEASTERN RICHLAND COUNTY, SOUTH CAROLINA
SCALE 1" = 80'
DATE 5/22/2023
DRAWING No. 23109-01



We Are Columbia

MEETING DATE: September 19, 2023

DEPARTMENT: Planning and Development Services

FROM: *Krista Hampton, Director*

SUBJECT: ANNEXATION, FUTURE LAND USE MAP AMENDMENT,
AND ZONING MAP AMENDMENT for 7716 Garners Ferry
Road; TMS#19102-01-01

**FUNDING SOURCE &
ORIGINAL BUDGET:**

CLEAN WATER 2020?: No

PURPOSE:

Ordinance No.: 2023-106 - Annexing 7716 Garners Ferry Road, Richland County TMS #19102-01-01 into the City of Columbia, South Carolina, and Incorporating said property into Columbia Compass: Envision 2036 and the Official Zoning Map

Council District: 3

Proposal: Request to annex the property and assign the land use classification of Community Activity Corridor (AC-2) and assign zoning of General Commercial District (GC). The property is currently classified as Neighborhood (Medium Density) and zoned GC by Richland County.

Applicant: C & B Real Estate Investments, LLC

Staff Recommendation: Approval

PC Recommendation: 08/10/2023; Approval (5-0)

ATTACHMENTS:

- **#a:** ANNEX-2023-0016_GarnersFerry7716_ZPH_Packet (PDF)
- **#b:** 2023-106 - Annex and Incorporate 7716 Garners Ferry Road (PDF)
- **#c:** GarnersFerry7716_Offer_Notice - July 2023(PDF)
- **#d:** GarnersFerry7716_Petition (PDF)



CITY OF COLUMBIA

September 19, 2023 at 4:00pm

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

ANNEXATION, FUTURE LAND USE MAP AMENDMENT, AND ZONING MAP AMENDMENT CASE SUMMARY 7716 Garners Ferry Road; TMS# 19102-01-01

Council District:	3
Proposal:	Request to annex the property and assign the land use classification of Community Activity Corridor (AC-2) and assign zoning of General Commercial District (GC). The property is currently classified as Neighborhood (Medium Density) and zoned GC by Richland County.
Applicant:	C & B Real Estate Investments, LLC
Staff Recommendation:	Approval
PC Recommendation:	08/10/2023; Approval (5-0)
ZPH, 1 st Reading:	09/19/2023; Pending
2 nd Reading:	10/03/2023; Pending

CURRENT PARCEL CHARACTERISTICS/CONDITIONS

Acreage: 1.80 acres
Current Use: Undeveloped
Proposed Use: Commercial
Reason for Annexation: Municipal Services
Urban Service Area: Donut Hole- Primary
Current County Land Use Classification: Neighborhood (Medium Density)
Proposed City Land Use Classification: Community Activity Corridor (AC-2)
Current County Zoning: General Commercial (GC)
Proposed City Zoning: General Commercial District (GC)
Census Tract: 116.08

DETERMINATION FOR CITY SERVICES

The following determination is an estimate of the benefits and costs associated with the annexation of the subject property:

Police

As with most annexations, we find that the proposed annexation may result in an increased number of calls for service. The estimated cost to serve this proposed business would be **approximately \$1,000 per year**, based on calls to similar commercial properties within the City limits.

Fire

The proposed annexation will not result in significant 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 Solid Waste Division does not typically provide service to this type of development.

Engineering

City water is available to the site; sanitary sewer will need to be extended at the developer's expense and deeded to the City.

Water Customer Care

This will be a new customer, who will pay water and sewer rates approximately **40% lower** than out-of-city customers.

Planning & Development Services

We recommend approval of the annexation of this property, which is located within an area classified as Donut Hole – Primary within the Urban Service Area plan. The property is proposed for development, with a potential car wash to be located upon the site. The real estate tax revenue generated for the City would be **approximately \$4,700 per year** based on the estimated taxable value of this property after development.

* Estimated City Tax Revenue is based on **2022 millage** for real property and calculated as: ((Taxable Value × Tax Rate) × City Millage Rate (.0938)). The actual additional taxes paid by the property owner will generally be substantially lower as some millage items do not apply to in-City properties, and an increased Local Option Sales Tax credit factor applies to in-City properties (an additional .002321 for the 2022 tax year).

PLANS, POLICIES, AND LAND USE

Urban Service Area

Subject property is identified as a “Donut Hole - Primary” in the Urban Service Area Plan.

Principles and Goals of the Urban Service Area

The Urban Service Area plan provides a prioritization tool for City Council, staff, and the public to consider about the areas that present the best opportunities for the City's long-term growth, while minimizing both short-term and long-term challenges. A review of existing infrastructure as well as the reach of our community facilities and services helps define how we classify areas within the Urban Service Area plan. Areas have been classified as Primary, Secondary, and Long Range areas - or as Donut Holes – in order to represent the general level of priority based on this review.

Importantly, this Urban Service Area plan is a policy guide, and not a determination about annexation on any individual property.

Donut Holes - Primary

Donut Holes - Primary are the donut holes where services are readily available and the infrastructure is generally good. These services include fire, police, sanitation, and utilities. Annexation within an area classified as *Donut Hole - Primary* is the highest priority. Barring unanticipated circumstances, annexation of these areas is recommended, and staff should work with individual property owners or neighborhoods/developments to encourage and expedite annexation.

Donut Holes are unincorporated areas that are completely surrounded by the City of Columbia and/or another municipality, or areas surrounded by the City of Columbia and a major geographical feature, such as a river. These areas pose a number of challenges to the City that can be addressed through annexation. Often, these are areas that were developed before the City or any municipality became adjacent, and may lack easy access to City utilities or other services.

Donut Holes can often cause inefficiencies in the delivery of services due to confusion about jurisdiction, and if the land is in a jurisdiction with a different approach to code enforcement, these areas can negatively impact the quality of life for adjacent City residents. Such inefficiencies can impact property owners and residents. *both*

within and outside of the municipal boundaries, through confusion over services as well as added operational costs to local government. This results in a greater financial impact to City residents, who pay both City and County taxes.

Comprehensive Plan Land Use Classification

The proposed future land use classification for the subject property in the *Columbia Compass: Envision 2036* Future Land Use Map is Community Activity Corridor (AC-2). The property is currently designated as Neighborhood (Medium Density) by Richland County.

Refer to attached land use classification descriptions for existing Richland County land use and proposed City of Columbia land use.

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

The subject property is not located within the study area of a neighborhood, small area, community, or corridor plan recently adopted by the City of Columbia or Richland County.

PROPOSED ZONING DISTRICT SUMMARY

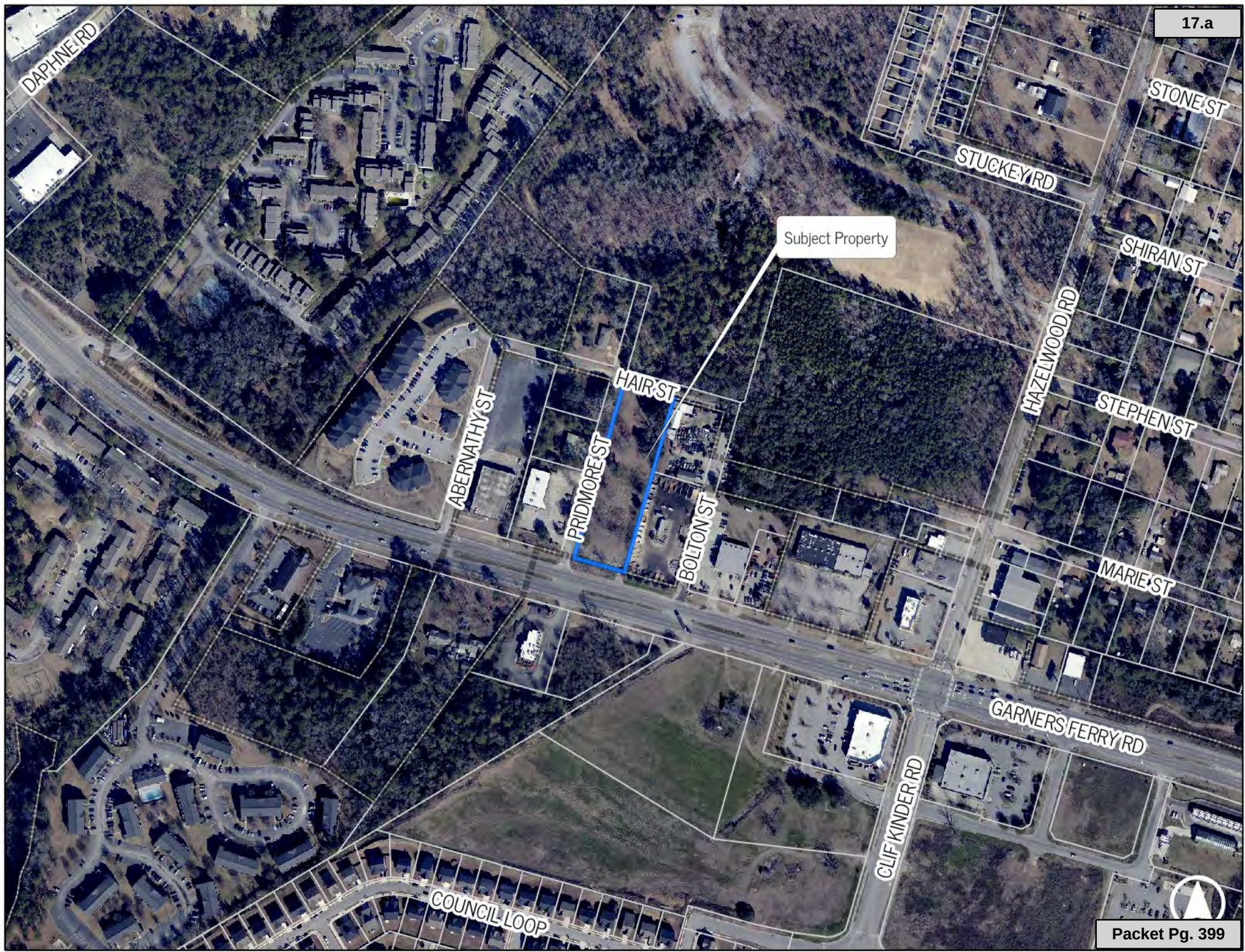
The parcel is currently zoned GC by Richland County. Adjacent parcels within the City of Columbia are currently zoned Residential Single Family – Small Lot District (RSF-3) across Hair Street to the north, and General Commercial District (GC) across Garners Ferry Road to the south. Adjacent parcels in unincorporated Richland County are currently zoned GC to the east and across Pridmore Street to the west.

The proposed City of Columbia zoning district is General Commercial District (GC).

Refer to attached zoning district description for proposed City of Columbia zoning.

STAFF RECOMMENDATION

Staff recommends the assignment of a future land use classification of Community Activity Corridor (AC-2) and zoning of General Commercial District (GC) at the time of annexation.



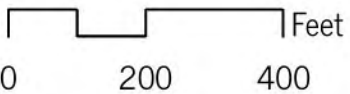
Future Land Use

7716 Garners Ferry Road, TMS# 19102-01-01
 Current Richland Co. Future Land Use: Neighborhood (Medium Density)
 Proposed City Future Land Use: Community Activity Corridor (AC-2)

17.a

Legend

- UCMR-1 - Urban Core Mixed Residential - 1
- UCMR-2 - Urban Core Mixed Residential - 2
- UCMR-3 - Urban Core Mixed Residential - 3
- UEMR - Urban Edge Mixed Residential
- UCMF - Urban Core Multi-family
- UEMF - Urban Edge Multi-family
- UCR-1 - Urban Core Residential Small Lot
- UCR-2 - Urban Core Residential Large Lot
- UER-1 - Urban Edge Residential Small Lot
- UER-2 - Urban Edge Residential Large Lot
- UCAC-1 - Urban Core Neighborhood Activity Center
- UCAC-2 - Urban Core Community Activity Center
- UCAC-3 - Urban Core Regional Activity Center
- UEAC-1 - Urban Edge Community 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
- S/A - Sports/Amusement
- C/I - Civic/Institutional
- CBA - Central Business Area
- ZOO - Riverbanks Zoo & Garden
- U/C - Universities/Colleges
- FJ - Fort Jackson
- T/S - Transitional/Sensitive Lands
- Parcels
- City Limits

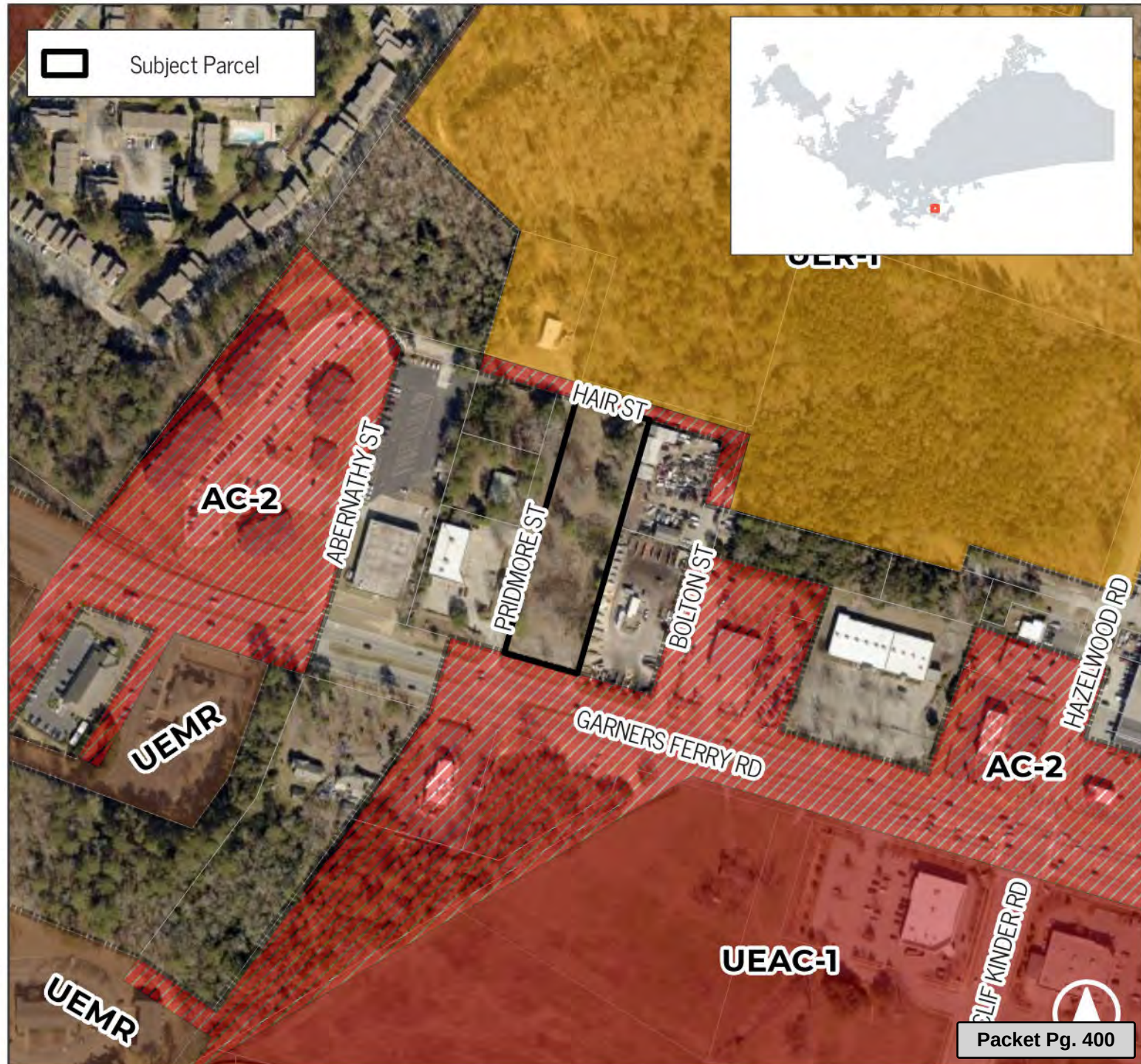


Planning & Development Services Department

Created by: sw Hudson Date: 7/17/2023



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 at the sole risk of the user. Data source: City of Columbia



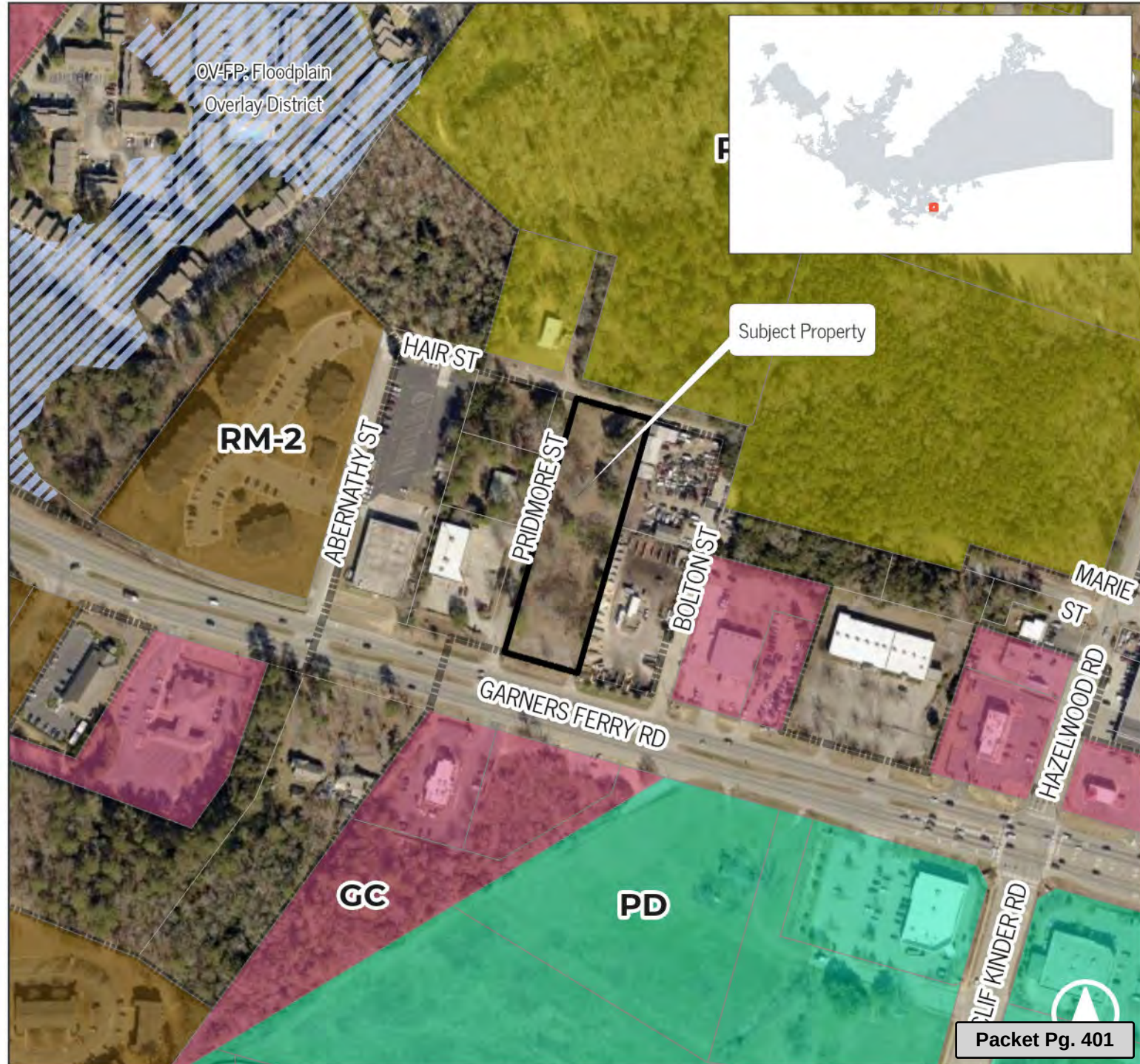
Zoning

7716 Garners Ferry Road, TMS# 19102-01-01
 Current Richland Co. Zoning: General Commercial (GC)
 Proposed City Zoning: General Commercial (GC)

17.a

Legend

- GC: General Commercial District
- RSF-3: Residential Single Family - Small Lot District
- RM-2: Residential Mixed
- PD: Planned Development
- OV-FP: Floodplain Overlay District
- Parcels
- City Limits



0 200 400 Feet

Planning & Development Services Department

Created by: swhudson Date: 7/17/2023



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Current Future Land Use Classification

NEIGHBORHOOD (MEDIUM-DENSITY)

Land Use and Character

Areas include medium-density residential neighborhoods and supporting neighborhood commercial scale development designed in a traditional neighborhood format. These neighborhoods provide a transition from Neighborhood (Low-Density) to more intense Mixed Residential (High-Density) urban environments. Multi-family development should occur near activity centers and within Priority Investment Areas with access to roadways with adequate capacity and multimodal transportation options. Non-residential development may be considered for location along main road corridors and within a contextually-appropriate distance from the intersection of a primary arterial.



Desired Development Pattern

The primary use within this area is medium density residential neighborhoods designed to provide a mix of residential uses and densities within neighborhoods. Neighborhoods should be connected and be designed using traditional grid or modified grid designs. Non-residential uses should be designed to be easily accessible to surrounding neighborhoods via multiple transportation modes.



Transportation

Upgrades to arterial and collector roads should include the full range of transportation options – driving, transit, walking, and biking. Connectivity between adjacent developments is encouraged. Subdivisions should be designed to provide vehicular, bicycle, and pedestrian access and connectivity throughout, either through conventional sidewalks or through greenway and trail access.

Recommended Land Uses

Primary Land Uses: Single-family detached houses, duplexes, townhomes

Secondary Land Uses: Multi-family development, neighborhood serving services, such as small scale drycleaners, professional offices, coffee shops, bakeries and restaurants, drug-stores, and convenience stores should be located within Neighborhood Activity Centers or may be considered for location along main road corridors and within a contextually-appropriate distance from the intersection of a primary arterial. These land uses should not result in strip commercial development or fragmented “leapfrog” development patterns along corridors. Places of worship, public or private parks, and public recreation facilities are also appropriate uses. These uses should be integrated to better serve surrounding residential properties through pedestrian access, and mitigation of any noise, light, or traffic impacts on neighborhoods.

Policy Guidance

1. Neighborhood densities should be based on allowing higher densities that include single-family attached housing near major corridors and activity centers and lower densities that include only single-family detached housing near open space developments, low-density residential, and rural areas.
2. Master planning of neighborhoods is encouraged and should include neighborhood parks and open spaces as part of the development program. A mix of housing types is encouraged within individual developments. Neighborhood scale commercial centers are also an appropriate amenity to include in master planned developments.
3. Traditional neighborhood designs should be facilitated by development of a new zoning district that allows for a mix of housing types and lot sizes within a single development.
4. Developments should connect to adjacent neighborhoods and commercial/employment areas, and be supported by multiple modes of transportation.
5. The protection of mature tree canopy is encouraged for areas surrounding developments and on private residential lots, as feasible.

6. Environmentally sensitive areas, such as floodplains, wetlands, and lands along creeks and surface waters should be protected or developed using best management practices to maintain the areas green infrastructure system, and to ensure long-term water quality. Providing public recreational access to these features, as feasible, is preferred.

Relevant Plans

Broad River Road Corridor and Neighborhood Master Plan, Candlewood Master Plan, Crane Creek Master Plan, Lower Richland Community Strategic Master Plan, The Renaissance Plan: Decker Boulevard/Woodfield Park Area

Priority Investment Areas

#2 Ballentine at Dutch Fork Road, Marina, and Broad River Road, Portion of #5 I-20 Fairfield Interchange, Portion of #9 Decker Boulevard and Two Notch Road, Portion of #8 I-77 Farrow Road Interchange

Areas of Common Interest

Proposed projects in the Northwest, North Central, Northeast, and Southeast Planning areas should be coordinated with adjacent municipalities when located in areas of common interest near jurisdictional lines.

Existing Zoning Districts of Similar Character

RS-LD, RS-MD, MH, PDD

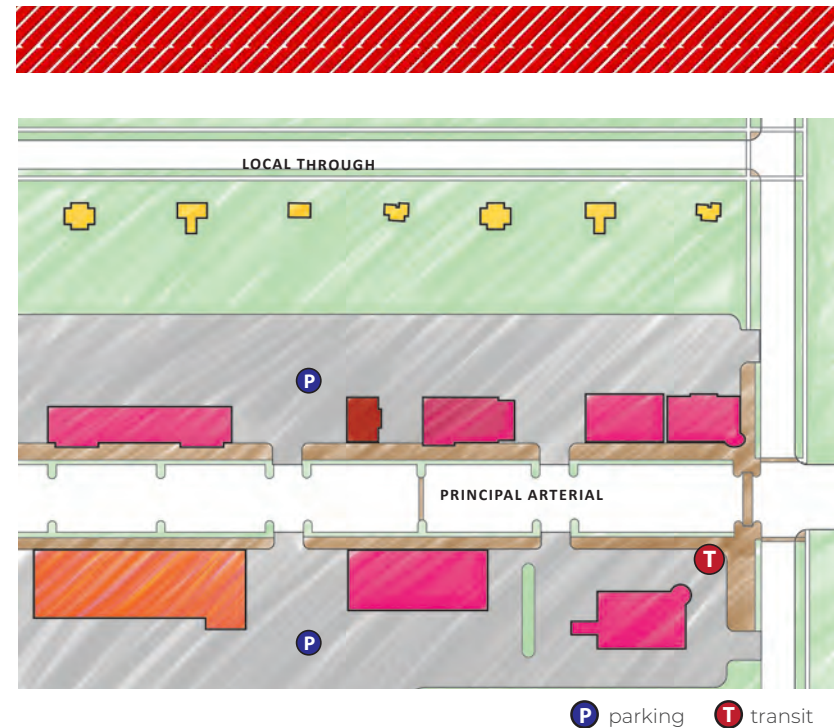


Proposed Future Land Use Classification

Development Types

COMMUNITY ACTIVITY CORRIDOR (AC-2)

Community Activity Corridors are a linear extension of a Community Activity Center. They contain nearly identical building types and uses to a Community Activity Center; the primary difference is the configuration of the lots and the lack of an internal subdivision or street network. Uses are built on frontage lots along principal and minor arterial roadways. They serve surrounding neighborhoods within a three-mile to five-mile drive and typically consist of a variety of commercial and service issues.



AC-2 BUILDING TYPES/LAND USES

PRIMARY TYPES

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

SECONDARY TYPES

- Multi-family Small & Medium

TERTIARY TYPES

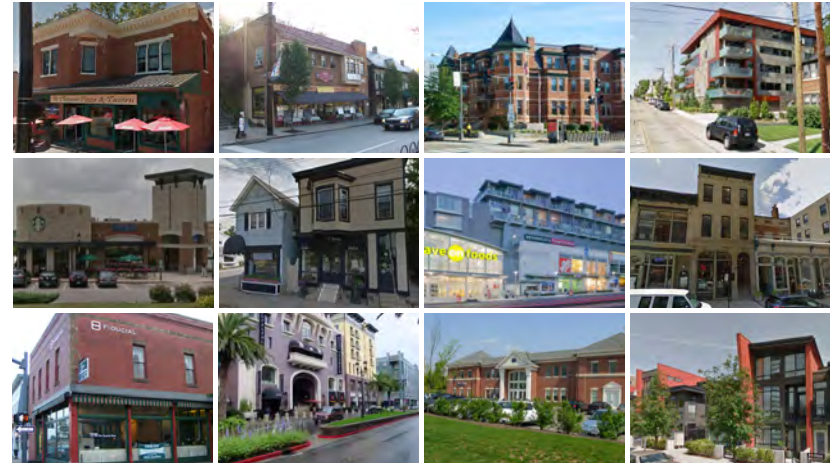
- Single-family Attached
- Civic/Institutional Small to Large
- Business/Employment Large (excl. Flex)
- Cemeteries & Mausoleums
- Parking Structures & Lots

See matrix for appropriate park/open space types.

Development Types

AC-2 DEVELOPMENT PATTERN/CONTEXT

- Streets are principal or minor arterial roads carrying high traffic volumes,
- Blocks are not the base component for this development type.
- Lots are large and adequately deep and wide to accommodate groups of smaller businesses or medium to larger format buildings with sufficient parking. Floor area ratios (FARs) are usually in the range of 0.2 to 0.25 for these corridors, but FARs of 3.0 or greater may be appropriate as infill and redevelopment occur.
- Buildings are oriented toward the street and may be located at the front of the lot, right behind the sidewalk, or setback with parking lots in front of the buildings. In new or redevelopment projects, setting the buildings close to the street is preferred with side or rear lots. Access to businesses should be provided from the sidewalk. Buildings may be out-lot, freestanding structures, or in attached strip mall-type structures.
- Designated off-street parking areas are typically located in front of or behind each building; corridors may also have on-street parking.
- These corridors are often located along transit routes, and sidewalks and bike lanes should be incorporated to allow safe access to businesses in corridors. An access management plan should be prepared for each activity corridor to promote safety for pedestrians, bicyclists, transit users, and motorists, as well as accessibility for all businesses.



- Open spaces are provided on individual lots in the form of perimeter plantings and buffer yards are typical.
- Consolidated architectural details and finishes are encouraged to create a cohesive appearance along corridors. Buildings are typically one to two stories.

Proposed Zoning District



GC: General Commercial District

Purpose

The purpose of the General Commercial (GC) District is to provide lands that accommodate a broad range of nonresidential uses characterized primarily by retail, office, and service establishments. Development is primarily auto-oriented, serving isolated commercial areas outside of the activity centers.

Allowed uses include personal services, retail sales, recreation/entertainment, commercial services, eating and drinking establishments, visitor accommodation, and vehicle sales and services.

Intensity and Dimensional Standards

(1) Intensity and Dimensional Standards

Standard	All Uses
Lot Area, min. (sf.)	N/A
Lot Width, min. (ft.)	N/A
Lot Coverage, max. (% of site area)	N/A
Density, max. (du/acre)	N/A
Front Yard Setback, min. (ft.)	20
Side Yard Setback, min. (ft.)	N/A
Rear Yard Setback, min. (ft.)	10
Building Height, max. (ft.)	75

Notes: ft. = feet sf. = square feet du. = dwelling unit

Use Standards

Uses are presented below for convenience. Please refer to 17-4.2 through 17-4.4 for complete regulations for principal, accessory, and temporary uses. ¹ Conditional Use ² Special Exception

PRINCIPAL USES PERMITTED

Dwelling, mixed-use ²	Community recreation center ²	Elementary, middle, or high school
Dwelling, multifamily ²	Cultural facility	School, business or trade
Dwelling, single-family detached ²	Day care facility ¹	Hospital
Dwelling, two-family ²	Government office	Laboratory, medical or dental
Continuing care retirement community (CCRC) ¹	Library	Medical or dental clinic/office
Residential care facility ²	Membership organization facility	Nursing care facility
Broadcasting studio	Place of worship ¹	Arboretum or botanical garden
Newspaper or periodical publishing establishment	Public safety facility	Cemetery
	Social services facility	Park or greenway ¹
	College or university	Park and ride

Disclaimer: Zoning district handouts are provided for general informational purposes and may not reflect recent updates made to the City Unified Development Ordinance. Please confirm all zoning information with the City of Columbia Zoning Department prior to making investment decisions.

GC: GENERAL COMMERCIAL

Parking lot ¹	Non-depository personal credit institution ¹	Community garden ²
Parking structure ²	Repair of personal goods	Crop production and processing
Passenger terminal, surface transportation	Car wash	Warehouse distribution and storage ²
Utility facility, major ²	Amusement park	Wholesale sales, not elsewhere listed ²
Utility facility, minor	Arena, stadium, or outdoor theater	Manufacturing, assembly, or fabrication, light
Animal shelter ²	Banquet hall	
Kennel ¹	Performing arts center	
Veterinary hospital or clinic ¹	Recreation facility, indoor, not elsewhere listed	
Equipment rental	Recreation facility, outdoor, not elsewhere listed	
Laboratory, testing or research	Building supplies and equipment store ²	
Lawn, tree, or pest control services	Consumer goods store	
Linen or uniform supply	Convenience store ²	
Self-service storage ¹	Farmers' market	
Eating establishment only ¹	Fuel sales (bulk) ²	
Eating and drinking establishment, Type 1 ¹	Grocery store or food market ¹	
Eating and drinking establishment, Type 2 ²	Liquor store ²	
Funeral home or mortuary	Pawn shop ²	
Business/Professional office	Commercial vehicle sales and rentals ¹	
Contractor's office	Gasoline sales and service station ¹	
Bank, retail	Personal vehicle repair and maintenance ²	
Beauty salon or barbershop	Personal vehicle sales and rentals ¹	
Body piercing or tattoo establishment ¹	Vehicle equipment supplies sales and rentals	
Dry cleaning pick-up ¹	Bed and breakfast ¹	
Laundry, coin-operated	Hotel or motel	
Nail salon		

Disclaimer: Zoning district handouts are provided for general informational purposes and may not reflect recent updates made to the City Unified Development Ordinance. Please confirm all zoning information with the City of Columbia Zoning Department prior to making investment decisions.

ORDINANCE NO.: 2023-106

Annexing 7716 Garners Ferry Road, Richland County TMS #19102-01-01 into the City of Columbia, South Carolina, and Incorporating said property into Columbia Compass: Envision 2036 and the Official Zoning Map

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 Code Ann. § 5-3-150; and,

WHEREAS, it appears to City Council that the annexation of the property would be in the best interest of the property owners and the City of Columbia; and,

WHEREAS, City Council adopted Columbia Compass: Envision 2036 as the City of Columbia Comprehensive Plan by Ordinance No.: 2020-028 along with all the maps and policies contained therein, and amended from time to time, in accordance with the South Carolina Comprehensive Planning Act of 1994 (§6-29 of the SC Code); and,

WHEREAS, the City of Columbia has adopted the Unified Development Ordinance (UDO) by Ordinance No.: 2019-013 and Official Zoning Map of the City of Columbia, S.C. by Ordinance No.: 2021-001, both amended from time to time, in accordance with the authority in Title VI of the SC Code; and

WHEREAS, pursuant to Sec. 17-1.7(c) of the UDO, annexation may be considered concurrent with amendments to the Comprehensive Plan and the Zoning Map; and

WHEREAS, the City of Columbia Planning Commission has reviewed the proposed future land use and zoning classifications of the property, and made a recommendation to City Council in accordance with §6-29 of the SC Code and §17-2.5 of the UDO; and

WHEREAS, the Columbia City Council has held a public hearing in accordance with §17-2.4(f) of the UDO and §6-29-760 of the SC Code; and

WHEREAS, the Columbia City Council has determined that the proposed land use classification is appropriate for the property, and the proposed zoning district meets one or more of the criteria set forth by §17-2.5(c)(4), Zoning Map Amendment Decision Standards, of the UDO; **NOW THEREFORE,**

BE IT ORDAINED by the Mayor and City Council of the City of Columbia, South Carolina this _____ day of _____, 2023, that:

1. The above recitals and findings are incorporated herein by reference and made a part of this Ordinance.
2. The property identified as 7716 Garners Ferry Road and TMS# 19102-01-01 containing 1.8 acres, further identified in Attachment A, is hereby annexed to and becomes a part of the City of Columbia, and is incorporated into Columbia Compass: Envision 2036 and the Official Zoning Map, effective immediately.
3. This property shall be apportioned to City Council District #3, Census Tract 116.08, and assigned a future land use classification of Community Activity Corridor (AC-2) and zoning

of General Commercial (GC).

PROPERTY DESCRIPTION: See Attached Exhibit "A"

Richland County TMS NO.: 19102-01-01

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 _____

Approved by:

Mayor

City Manager

Approved as to form:

ATTEST:


Deputy City Attorney

City Clerk

Introduced:

Final Reading:

ORDINANCE NO.: 2023-106
EXHIBIT "A"
PROPERTY DESCRIPTION

All those certain pieces, parcels or lots of land, together with the improvements thereon, situate, lying and being near the City of Columbia, in the County of Richland, State of South Carolina and being shown and delineated as Lot Numbers five (5) and nineteen (19) containing 1.80 acres on a plat prepared for C & B Real Estate Investments, LLC by Baxter Land Surveying Co., Inc., dated November 21, 2013, revised March 18, 2014, and recorded April 11, 2014, in Book 1938 at page 1513. Said property is bounded as follows: On the North by the right-of-way of Hair Street whereon it measures for a distance of 150.00 feet; on the East by Lot 20 and Lot 6 where on it measures for a distance of 520.00 feet; on the South by the right-of-way of Garners Ferry Road (US Highway No. 76 & 378) whereon it measures for a distance of 150.00 feet; and on the West by the right-of-way of Pridmore Street whereon it measures for a distance of 520.00 feet, be all measurements as more fully shown on said later plat.

LEGAL DEPARTMENT DRAFT

Last revised 8/16/2023
23018028

MEMORANDUM

Office of the City Manager

TO: Department Heads
 FROM: Teresa Wilson, City Manager
 DATE: July 18, 2023
 RE: **Property Address:** 7716 Garners Ferry Road
Richland County TMS#: 19102-01-01
Owner(s): C & B Real Estate Investments, LLC
Current Use: Undeveloped
Proposed Use: Commercial
Current County Land Use: Neighborhood (Medium Density)
Proposed City Land Use: Community Activity Center (AC-2)
Current County Zoning: General Commercial (GC)
Proposed City Zoning: General Commercial (GC)
Reason for Annexation: Municipal Services; Donut Hole - Primary
City Council District: 3
Census Tract: 116.08

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 **August 10, 2023** Planning Commission agenda. Planning & Development Services staff will notify the City Attorney of the Planning Commission's zoning recommendation by forwarding a copy of this form, completed, as soon as the Planning Commission has met.

/atl

Attachments

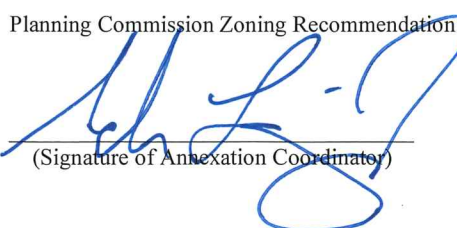
cc:

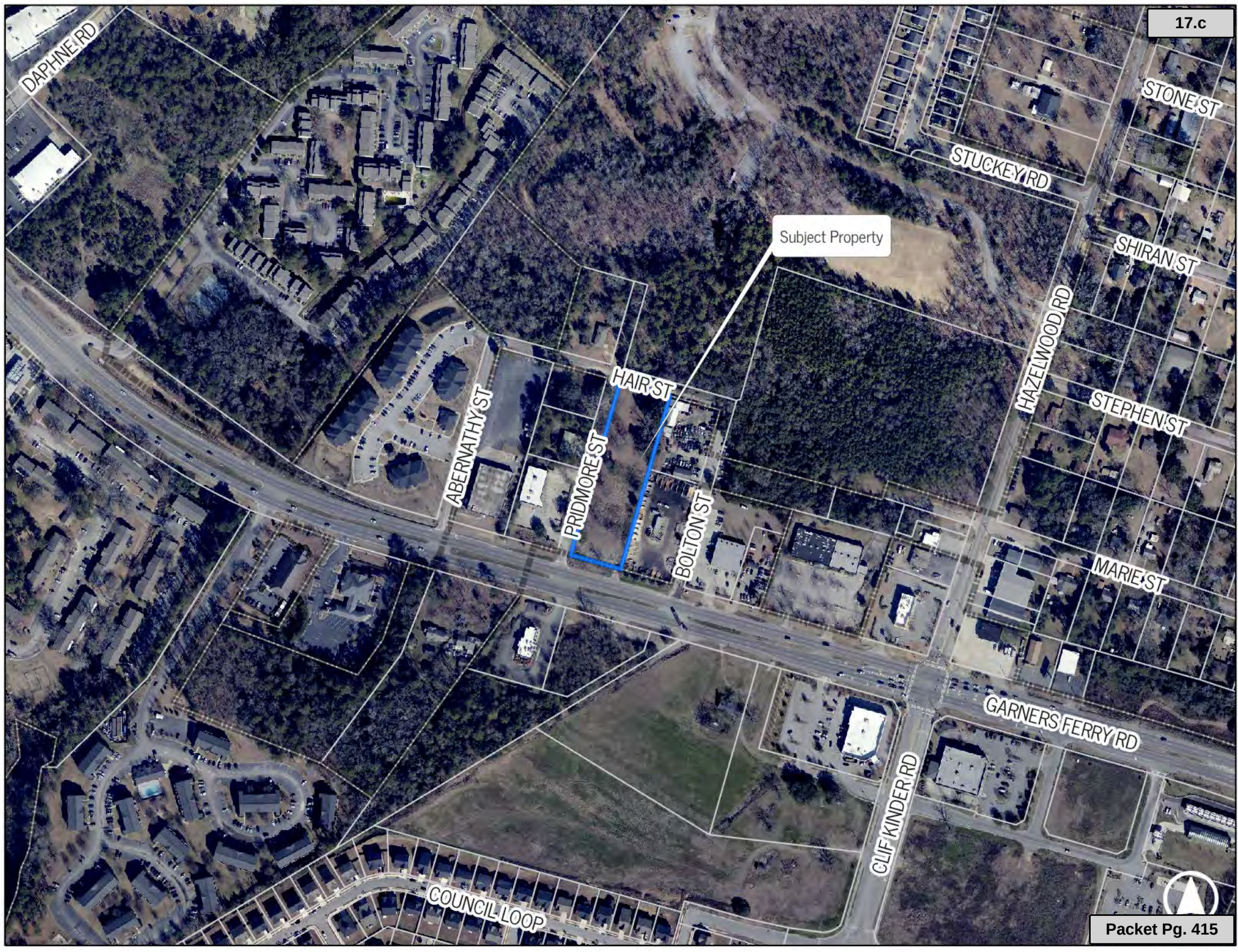
Clint Shealy, Assistant City Manager
 Jeff Palen, Assistant City Manager/CFO
 Dana Higgins, Director, Engineering
 Frank Eskridge, Director, Utilities
 Robert Anderson, Public Works Director
 Krista Hampton, Planning & Development Services
 Kelly Smith, Business License Administrator
 Greg Williams, Business Liaison
 Tiffany Latimer, Customer Care Administrator
 Todd Beiers, Building Official
 Michelle Brazell, Engineering
 Police Planning & Research
 Alfreda Tindal, Richland Co. 911 Addressing Coordinator

Missy Gentry, Assistant City Manager
 Henry M. Simons, Assistant City Manager
 Teresa Knox, City Attorney
 William Holbrook, Police Chief
 Aubrey Jenkins, Fire Chief
 Dollie Herron, Community Development
 George Adams, Fire Marshal
 Hope Hasty, Zoning Administrator
 Jacquelyn Richburg, Columbia-Richland 911
 David Hatcher, Housing Official
 Richland County Solid Waste Collection
 Lucinda Statler, Planning Administrator
 Brandon Burnette, Development Center Administrator

Planning Commission Land Use Recommendation: AC-2 (Land Use classification) by 5-0
 on 8/10/2023 (mm/dd/yyyy).

Planning Commission Zoning Recommendation: GC (Zoning classification) by 5-0
 on 8/10/2023 (mm/dd/yyyy).


 (Signature of Annexation Coordinator)



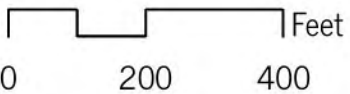
Future Land Use

7716 Garners Ferry Road, TMS# 19102-01-01
 Current Richland Co. Future Land Use: Neighborhood (Medium Density)
 Proposed City Future Land Use: Community Activity Corridor (AC-2)

17.c

Legend

- UCMR-1 - Urban Core Mixed Residential - 1
- UCMR-2 - Urban Core Mixed Residential - 2
- UCMR-3 - Urban Core Mixed Residential - 3
- UEMR - Urban Edge Mixed Residential
- UCMF - Urban Core Multi-family
- UEMF - Urban Edge Multi-family
- UCR-1 - Urban Core Residential Small Lot
- UCR-2 - Urban Core Residential Large Lot
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- EC - Employment Campus
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- TU - Transportation & Utilities
- S/A - Sports/Amusement
- C/I - Civic/Institutional
- CBA - Central Business Area
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- U/C - Universities/Colleges
- FJ - Fort Jackson
- T/S - Transitional/Sensitive Lands
- Parcels
- City Limits

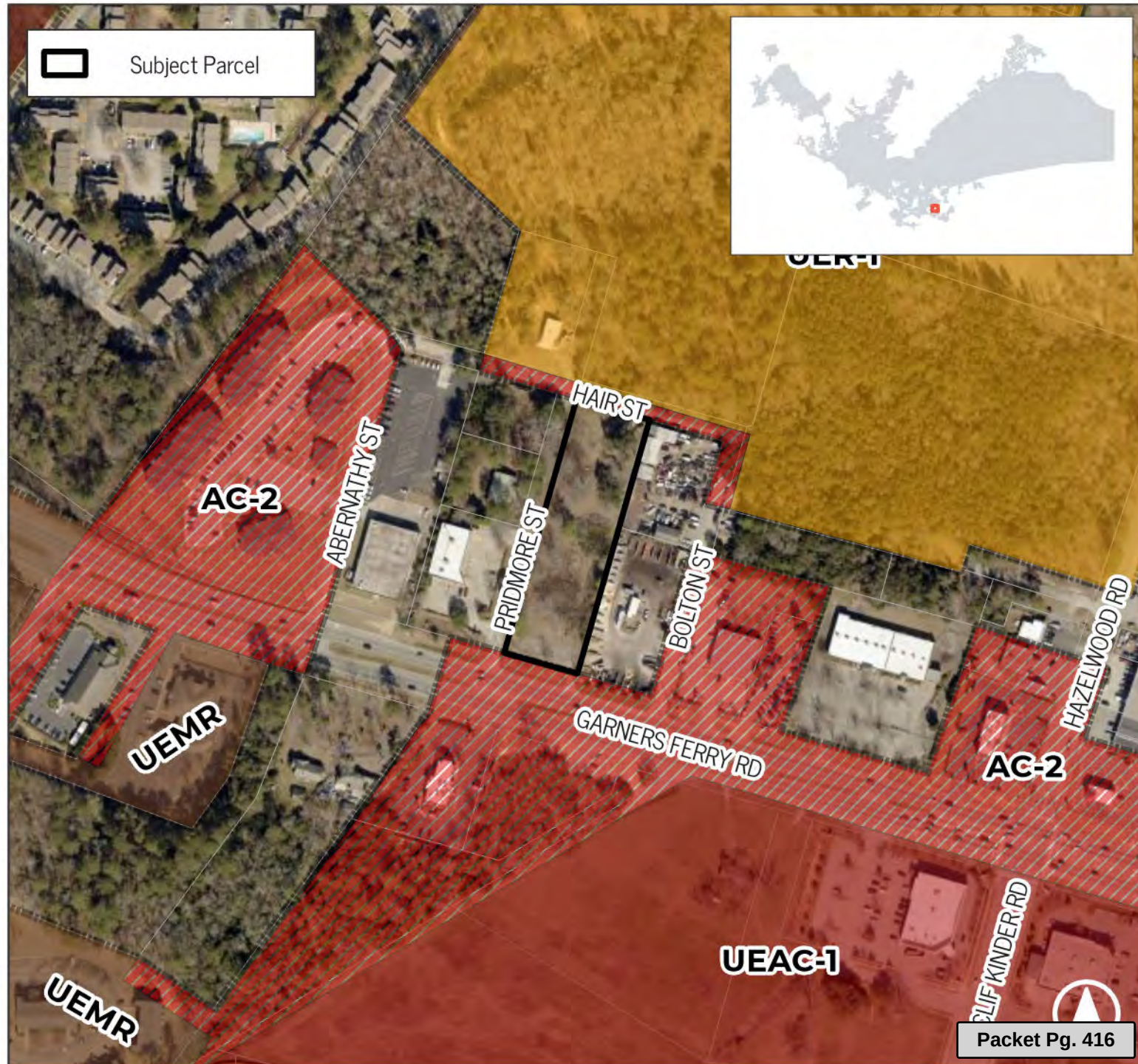


Planning & Development Services Department

Created by: sw Hudson Date: 7/17/2023



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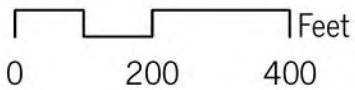
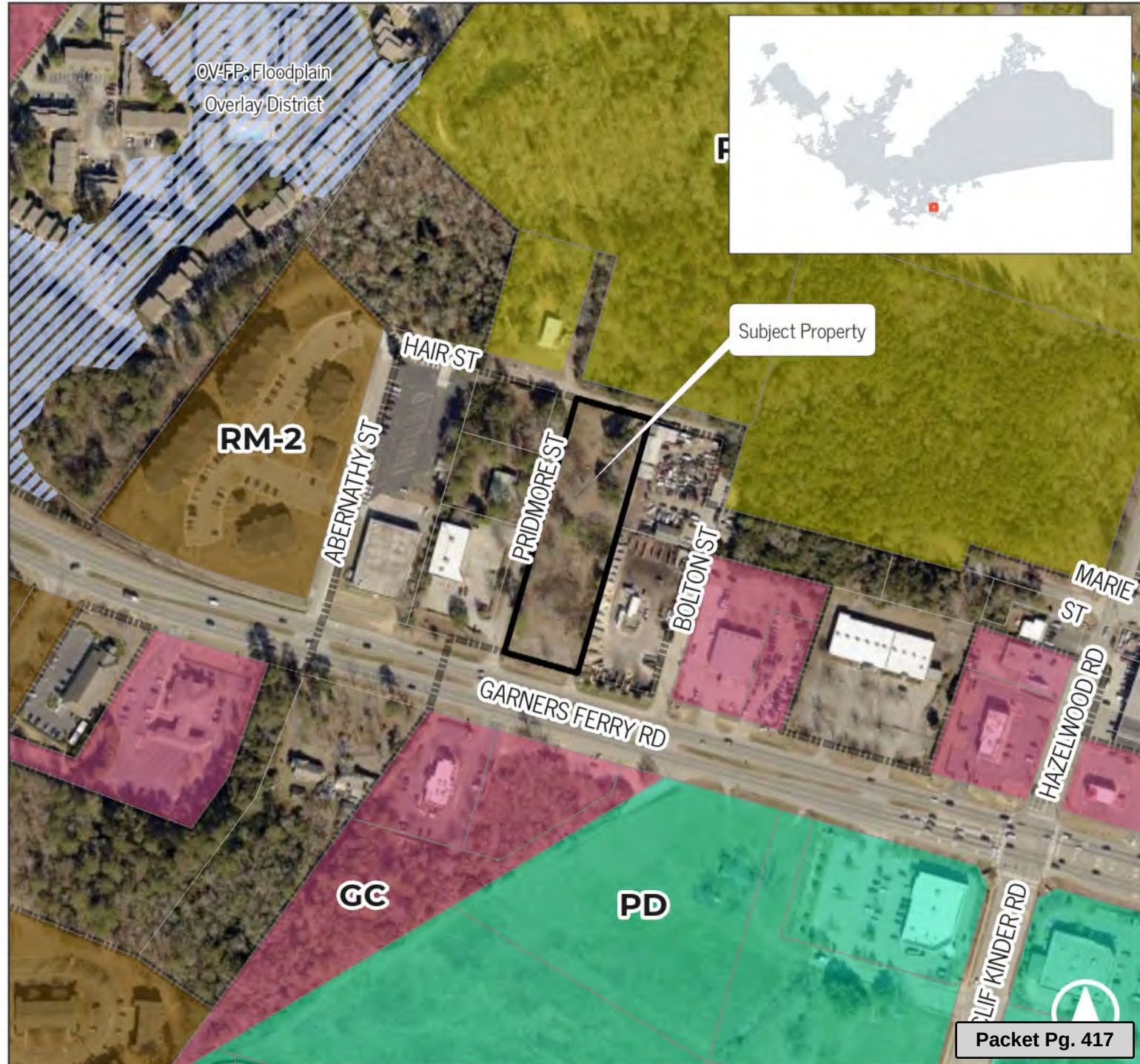
Zoning

7716 Garners Ferry Road, TMS# 19102-01-01
 Current Richland Co. Zoning: General Commercial (GC)
 Proposed City Zoning: General Commercial (GC)

17.c

Legend

- GC: General Commercial District
- RSF-3: Residential Single Family - Small Lot District
- RM-2: Residential Mixed
- PD: Planned Development
- OV-FP: Floodplain Overlay District
- Parcels
- City Limits



Planning & Development Services Department

Created by: swudson Date: 7/17/2023



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

The undersigned, being the owner(s) of the properties described below hereby petition(s) the Mayor and City Council for annexation to the City of Columbia, South Carolina pursuant to S.C. Code Ann. Section 5-3-150, 1976, as amended.

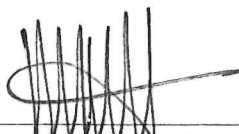
Property Description: All those certain pieces, parcels or lots of land, together with the improvements thereon, situate, lying and being near the City of Columbia, in the County of Richland, State of South Carolina and being shown and delineated as Lot Numbers five (5) and nineteen (19) containing 1.80 acres on a plat prepared for C & B Real Estate Investments, LLC by Baxter Land Surveying Co., Inc., dated November 21, 2013, revised March 18, 2014, and recorded April 11, 2014, in Book 1938 at page 1513. Said property is bounded as follows: On the North by the right-of-way of Hair Street whereon it measures for a distance of 150.00 feet; on the East by Lot 20 and Lot 6 where on it measures for a distance of 520.00 feet; on the South by the right-of-way of Garners Ferry Road (US Highway No. 76 & 378) whereon it measures for a distance of 150.00 feet; and on the West by the right-of-way of Pridmore Street whereon it measures for a distance of 520.00 feet, be all measurements as more fully shown on said later plat.

Richland County TMS: 19102-01-01

Property Addresses: 7716 Garners Ferry Road

C & B Real Estate Investments, LLC

BY: _____


 (Signature)

Date: _____

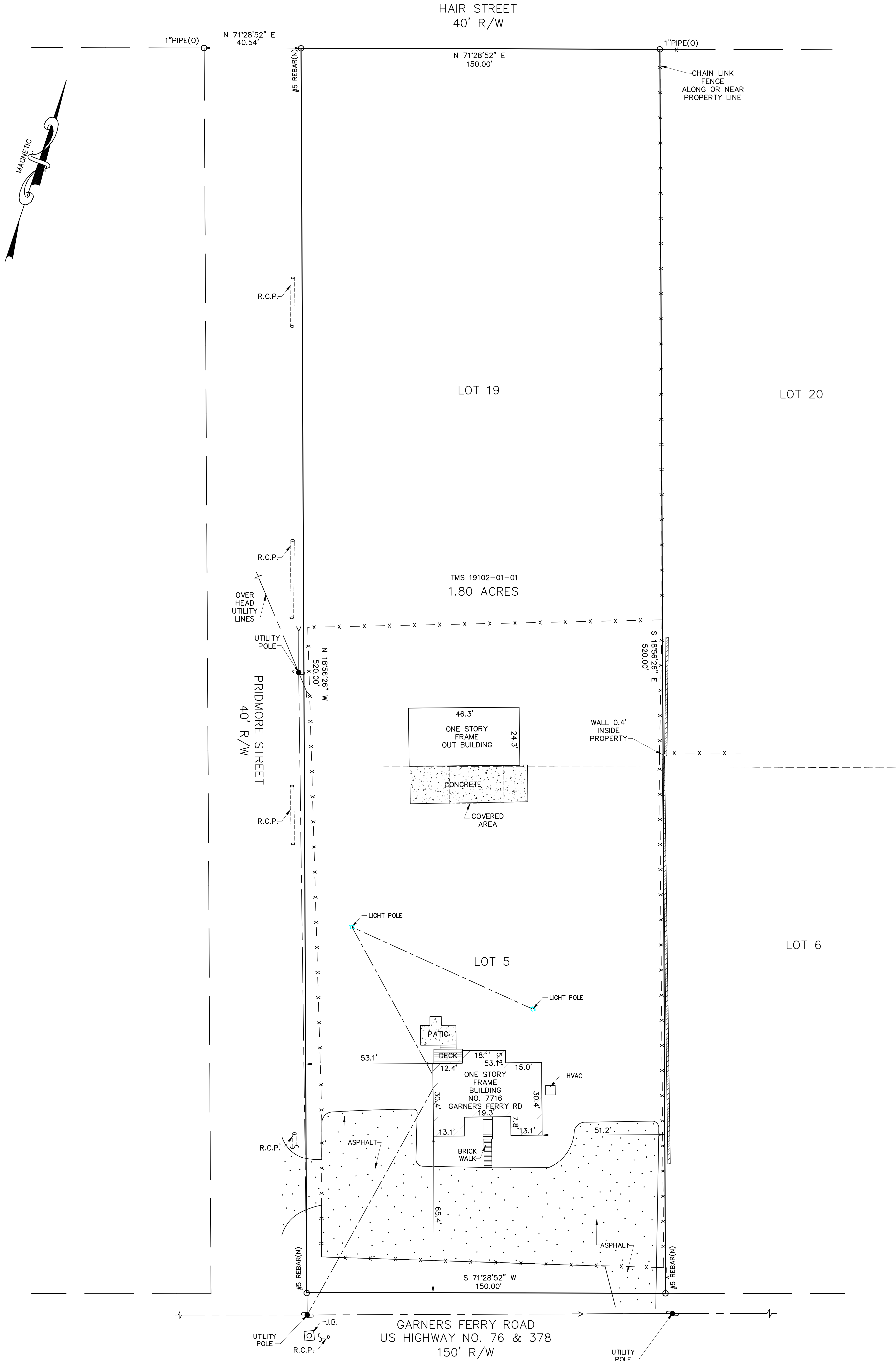
7-11-23

RICHARD H. COHN, SR
 (Print or Type Name)

ITS: _____

MANAGING MEMBER
 (Print or Type Title)

PROPERTY MAY BE SUBJECT TO RECORDED OR UNRECORDED EASEMENTS OR RESTRICTIONS NOT OBSERVED AND TO INFORMATION REVEALED IN A COMPLETE TITLE SEARCH. THE SURVEYOR DID NOT PERFORM A TITLE SEARCH. UNDERGROUND UTILITIES MAY BE PRESENT BUT THEIR LOCATION WAS NOT DETERMINED.



PLAT PREPARED FOR
C & B REAL ESTATE INVESTMENTS, LLC
RICHLAND COUNTY, NEAR COLUMBIA, SC

THE SAME BEING SHOWN AS LOT 19 AND THE MAJOR PORTION OF LOT 5, ON PLAT OF "THE TERRACE", BY JAS. C. COVINGTON, DATED DECEMBER 1935 AND RECORDED IN THE OFFICE OF REGISTER OF DEEDS FOR RICHLAND COUNTY IN PLAT BOOK H, PAGE 128.

EXEMPTION FROM REVIEW PROCESS
This plat is a survey of an existing lot of record with no changes to existing lot lines.

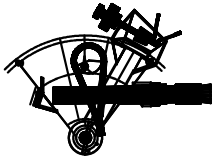
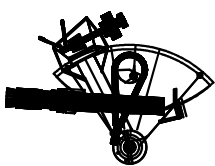
ROSSER W. BAXTER, JR.
SC REGISTERED LAND SURVEYOR NO. 7613

NOVEMBER 21, 2013

REVISED MARCH 18, 2014 TO CORRECT AREA

I HEREBY STATE THAT TO THE BEST OF MY PROFESSIONAL KNOWLEDGE, INFORMATION, AND BELIEF, THE SURVEY SHOWN HEREIN WAS MADE IN ACCORDANCE WITH THE REQUIREMENTS OF THE STANDARDS OF PRACTICE MANUAL FOR SURVEYING IN SOUTH CAROLINA, AND MEETS OR EXCEEDS THE REQUIREMENTS FOR A CLASS "B" SURVEY AS SPECIFIED THEREIN, ALSO THERE ARE NO VISIBLE ENCROACHMENTS OR PROJECTIONS OTHER THAN SHOWN.

ROSSER W. BAXTER, JR. SCRLS NO. 7613



BAXTER LAND SURVEYING CO., INC.
2204 Devine Street Columbia, SC 29205 (803)-252-8564
BAXLAND@AOL.COM



We Are Columbia

MEETING DATE: September 19, 2023

DEPARTMENT: Planning and Development Services

FROM: *Krista Hampton, Director*

SUBJECT: ZONING MAP AMENDMENT for 1507 Mt. Vernon Street;
TMS# 09214-09-12

**FUNDING SOURCE &
ORIGINAL BUDGET:**

CLEAN WATER 2020?: No

PURPOSE:

Ordinance No.: 2023-084 - Amending the Official Zoning Map to modify the zoning for 1507 Mt. Vernon Street, Richland County TMS# 09214-09-12

Council District: 1

Proposal: Request to rezone the property from Residential Single Family (RSF-2) to Residential Mixed District (RM-1).

Applicant: DaVant S. Jenkins

Staff Recommendation: Denial

PC Recommendation: 06/08/2023; Denial (7-0)

ATTACHMENTS:

- **#a:** ZMA-2023-0010-MtVernon_zph (2) (PDF)
- **#b:** Zoning Map (PNG)
- **#c:** 2023-084 - Zoning Map Amendment to Rezone 61507 Mt. Vernon Street (PDF)
- **#d:** 1507_Mt_Vernon_Street_Carol_Mitchell_Letter (PDF)
- **#e:** 1507 Mt Vernon Mimi Draft Letter (PDF)

HISTORY:

07/18/23

Columbia City Council

DEFERRED



CITY COUNCIL

September 19th, 2023 at 4:00pm

City Hall, 3rd floor Council Chambers, 1737 Main Street, Columbia, SC 29202

Zoning Map Amendment Case Summary 1507 Mt. Vernon Street TMS# 09214-09-12

Council District:	1
Proposal:	Request to rezone the property from Residential Single Family (RSF-2) to Residential Mixed District (RM-1).
Applicant:	DaVant S. Jenkins
Staff Recommendation:	Denial
PC Recommendation:	06/08/2023; Denial (7-0)
ZPH, 1st Reading:	09/19/2023; Pending
2nd Reading:	10/03/2023; Pending

CURRENT PARCEL CHARACTERISTICS/CONDITIONS

Acreage: 0.42 acre
Current Use: Vacant
Proposed Use: Residential townhomes
Land Use Classification: Urban Core Residential Small Lot (UCR-1)
Current Zoning: Residential Single Family – Medium Lot District (RSF-2)
Proposed Zoning: Residential Mixed District (RM-1)

PLANS, POLICIES, AND LAND USE

Comprehensive Plan Land Use Classification

The future land use classification for the subject property is Urban Core Residential Small Lot (UCR-1) in the *Columbia Compass: Envision 2036* Future Land Use Map.

Refer to attached land use classification descriptions.

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

The subject property is located within the study areas of *The Master Plan for the Villages of North Columbia* (2005), the *Walkable 29203 Pedestrian Master Plan* (2017), and the *Eau Claire Historic Resources Survey* (2018).

The subject property is located within the study area of [*The Master Plan for the Villages of North Columbia*](#) (2005), more specifically within Cluster Three (Section 2, Page 49) and the proposed College Village (Section 3, Page 85) set forth by the plan. The College Village plan recommends a land use of Low-Density Residential (Single-family Detached Homes) for the subject property (Section 3, Page 97), identifying the property as within a five minute walking distance from the N. Main at Hyatt Park node. The master plan did not make recommendations specific to the neighborhood or adjacent roadway.

The [*Walkable 29203 Pedestrian Master Plan*](#) (2017) was the result of a joint planning effort between SCDHEC, Richland County, and the City of Columbia. The plan makes broad policy recommendations for the entire 29203 zip code, as well as specific policy and infrastructure recommendations within and adjacent to the North Main and Crane Creek planning areas. The plan did not make any recommendations adjacent to the subject property. Area-wide, the Plan recommends improving the streetscape for pedestrian use to combat perceptions of crime and encourage pedestrian use (pg. 117).

The [*Eau Claire Historic Resources Survey*](#) (2018) identified historic resources for possible local or federal designation through a public process and field work. The structure at 1507 Mount Vernon Street, identified as a Gabled Ell Cottage from 1930, was listed as contributing to an eligible district (Table 3. College View District Resources), however it has since been demolished.

PROPOSED ZONING DISTRICT SUMMARY

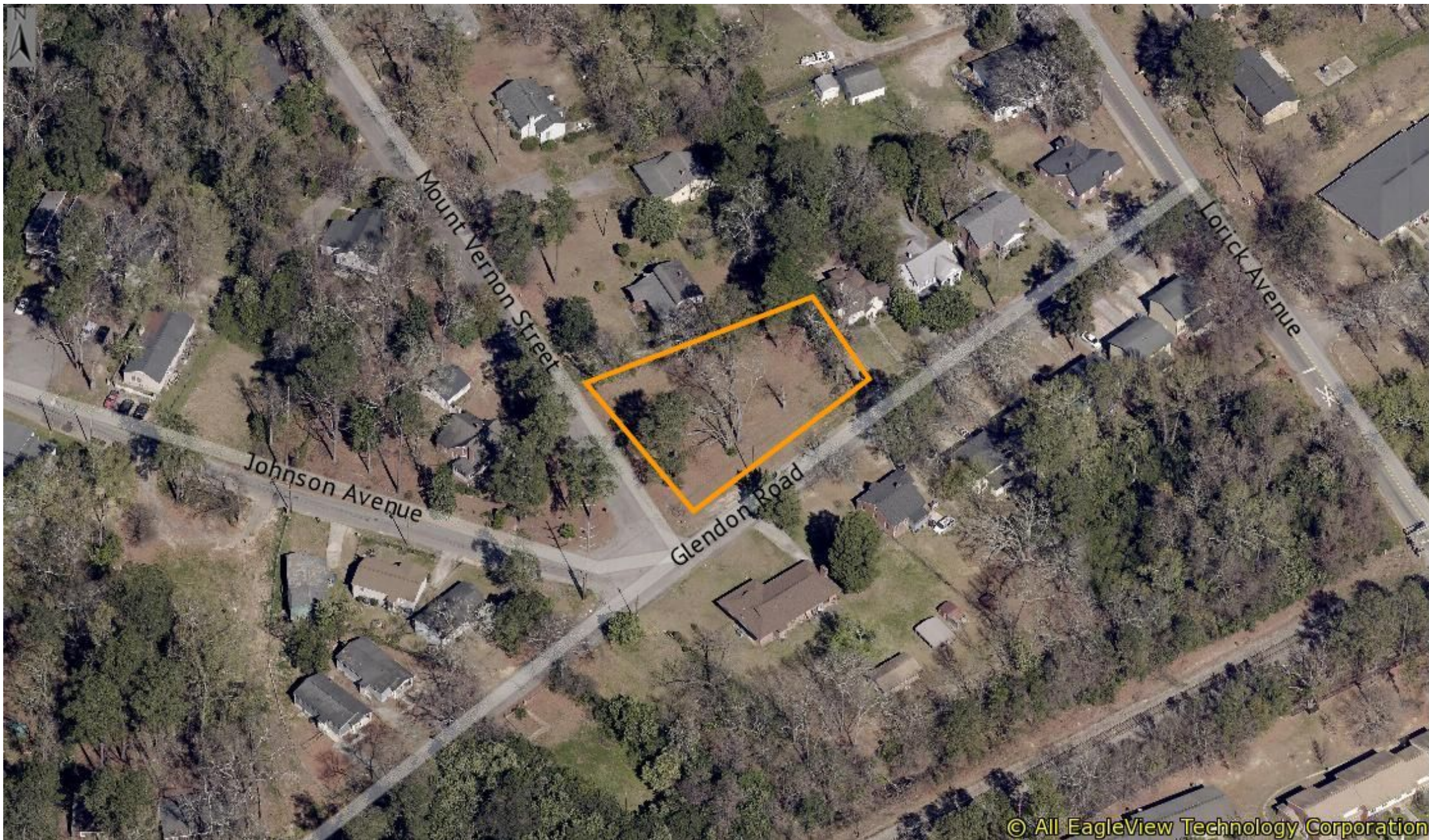
The subject property currently has base zoning of Residential Single Family – Medium Lot District (RSF-2). The abutting properties in the City of Columbia have base zoning of Residential Single Family – Medium Lot District (RSF-2) to the North and West, and Residential Mixed District (RM-1) across Glendon Road to the east, and across Johnson Ave. to the south.

The proposed zoning district is Residential Mixed District (RM-1).

Refer to attached zoning district classification descriptions.

STAFF RECOMMENDATION

While there are RM-1 parcels in the area, the proposed rezoning is on a block that is clearly defined as RSF-2 between N. Main, Lorick, Glendon, and Mt. Vernon. Staff typically does not recommend rezoning single-family zoned properties to a more intense residential mixed district, particularly when there is a clearly defined boundary that would be eroded as a result, or when it is inconsistent with the future land use for the area. Staff finds that the proposed zoning is inconsistent with the future land use classification in *Columbia Compass: Envision 2036* and with the adopted area plan and recommends denial of the request.



© All EagleView Technology Corporation

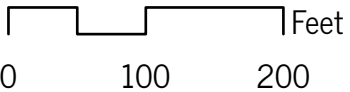
Future Land Use

1507 Mount Vernon Street, TMS# 09214-09-12
Future Land Use: Urban Core Residential Small Lot (UCR-1)

18.a

Legend

- UCMR-1 - Urban Core Mixed Residential - 1
- UCMR-2 - Urban Core Mixed Residential - 2
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- UEMR - Urban Edge Mixed Residential
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- Parcels
- City Limits

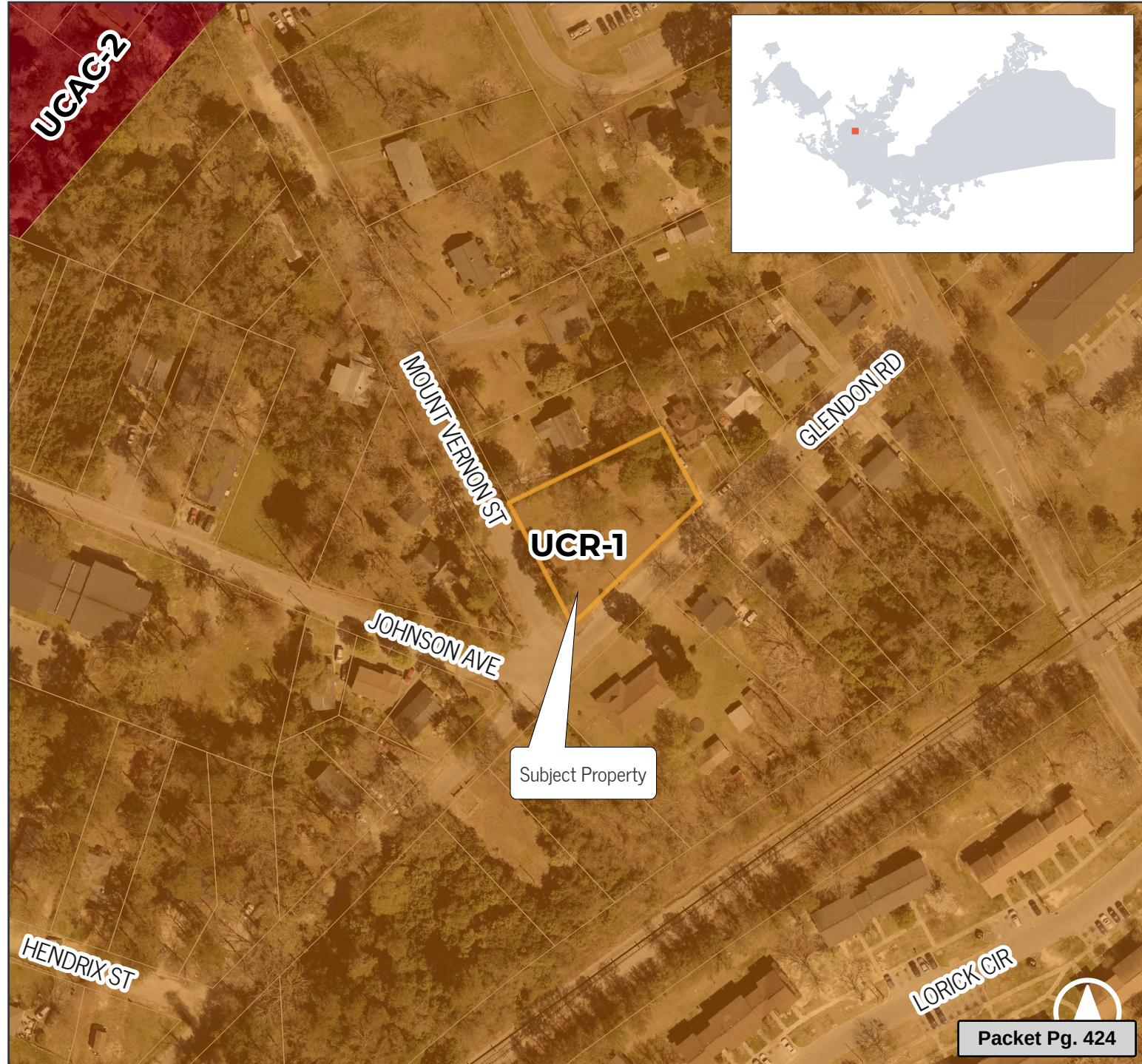


Planning & Development Services Department

Created by: ladeforth Date: 5/11/2023



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Zoning

1507 Mount Vernon Street, TMS# 09214-09-12

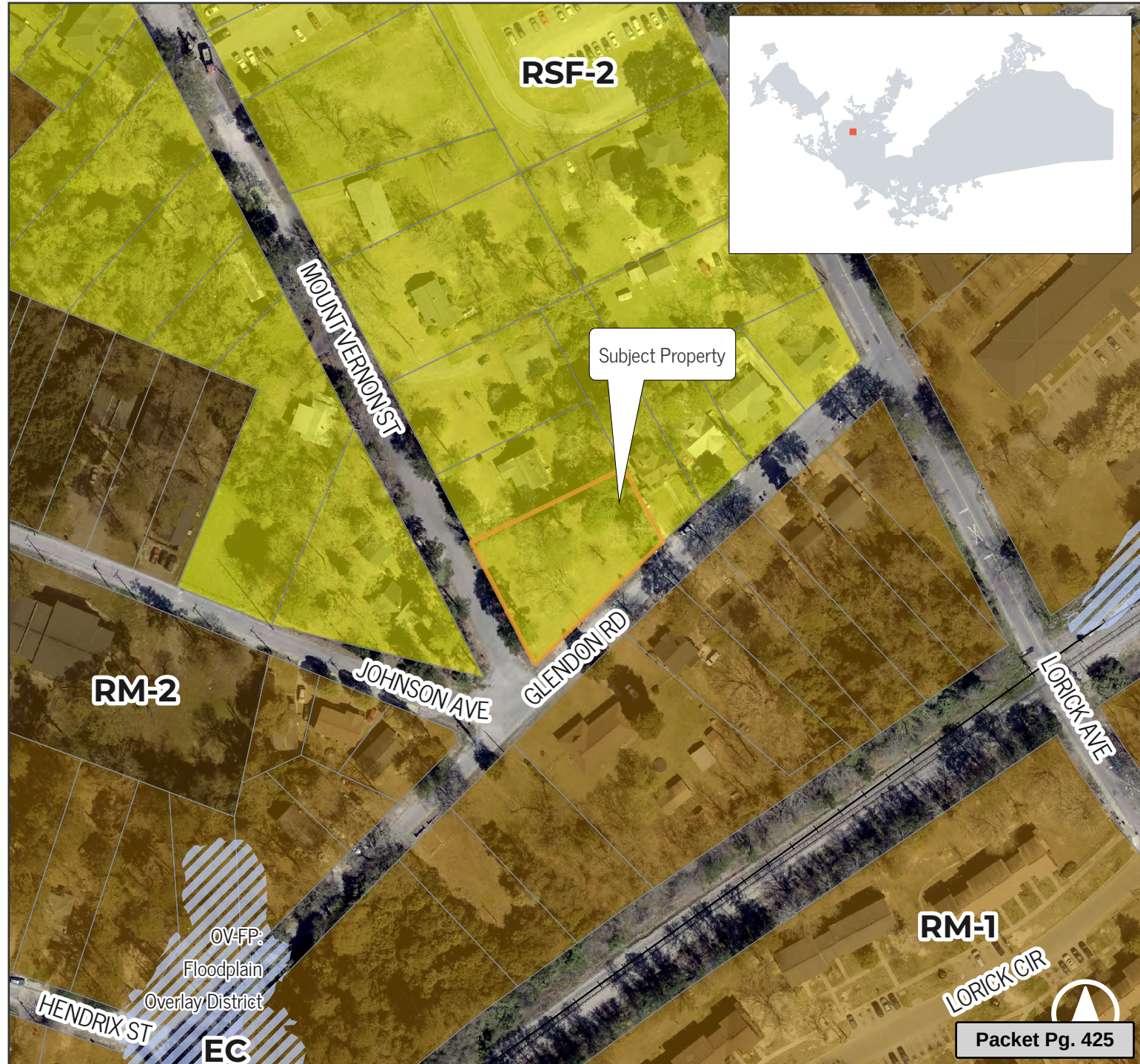
Current Zoning: Residential Single Family - Medium Lot District (RSF-2)

Proposed Zoning: Residential Mixed District (RM-1)

18.a

Legend

-  RSF-2: Residential Single Family - Medium Lot District
-  RM-2: Residential Mixed
-  RM-1: Residential Mixed
-  EC: Employment Campus District
-  OV-FP: Floodplain Overlay District
-  Parcels
-  City Limits



**Planning & Development
Services Department**

Created by: ladeforth Date: 5/11/2023



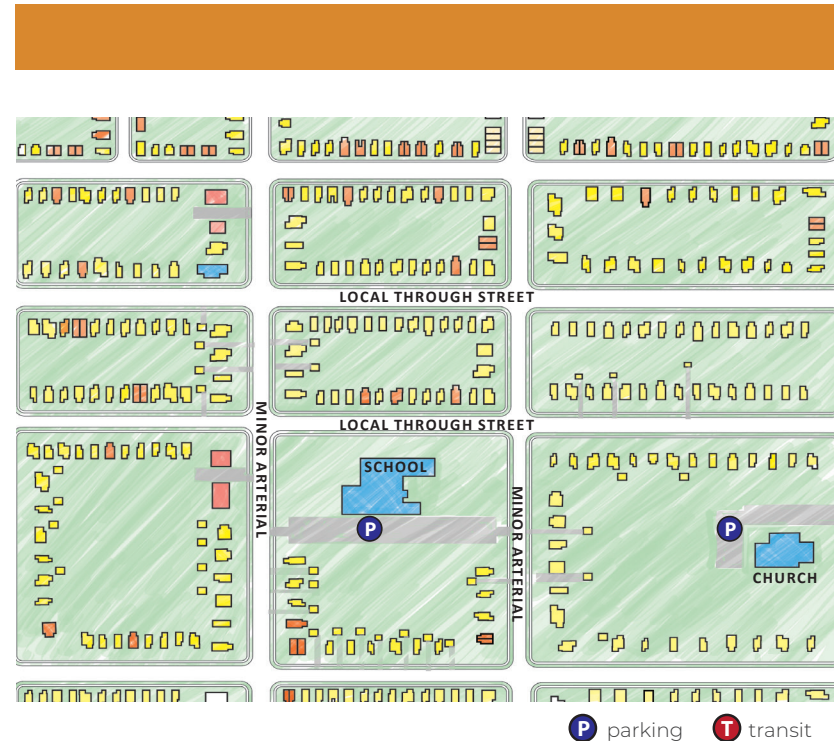
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Existing Future Land Use Classification

Development Types

URBAN CORE RESIDENTIAL SMALL LOT (UCR-1)

Urban Core Residential Small Lot neighborhoods are common just outside the urban center; most were subdivided before 1950 and many continue the grid or street network from the original planned portion of the City. This development type may represent existing neighborhoods and is a development form appropriate for medium to large-scale redevelopments or infill sites. Traditional and contemporary architectural styles have a place in these neighborhoods. When infill development is designed, scale and orientation of existing structures on the block should act as design presets.



UCR-1 BUILDING TYPES/LAND USES

PRIMARY TYPES

- Single-family Detached

SECONDARY TYPES

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

TERTIARY TYPES

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

See matrix for appropriate park/open space types.

Development Types

UCR-I DEVELOPMENT PATTERN/CONTEXT

- Streets and rights-of-way are wide and typically straight; they include sidewalks and tree lawns, preferably lining both sides of the street. Local streets may be narrower than the principal and minor arterial roads.
- Transit may be found along principal and minor arterials or in adjacent activity corridors or centers.
- Blocks are square or rectangular and are commonly smaller than the blocks in the urban center. Alleyways are not common but can be used in redevelopment or infill to increase accessibility.
- The subdivision of blocks is regular and results in equally sized lots that average less than 8,700 square feet. Multiple smaller lots are consolidated to accommodate larger buildings like schools. Deeper lots may be found along major roads.
- Buildings are set back from the street by small to medium front yards with front doors or entrances located on the main façade. Front yard setbacks are typically consistent along a block. Exceptions are for larger buildings like schools that occupy the majority of a block.
- Individual lots may have only one narrow side yard and have a zero lot line setback from front or side property lines, however buildings set in the center of the lot are also common.
- Housing is primarily single family residential, and most buildings are of a similar size, height, and style within a block. Building sizes vary, but most are one to two stories in height with less than 2,000 square feet of livable space per unit.
- Some lots have dedicated parking areas - in driveways, or detached garages located in the interior of the block. On-street parking is also common.



- Open spaces for community gardens or informal passive neighborhood and community scale parks are important open space elements in a more densely developed neighborhood.
- Architecture is vernacular and detailing is human scale with frequent windows, front entrances, porches, stoops, and/or balconies. Neighborhoods display era-specific architectural styles which should be used as a reference for scale and massing for any infill buildings.

Existing Zoning District



RSF-2: Residential Single Family – Medium Lot District

Purpose

The purpose of the Residential Single-Family - Medium Lot (RSF-2) District is to provide lands that accommodate primarily single-family detached dwellings at moderate densities. The district also accommodates parks and recreation centers, government offices, and minor utility facilities. District regulations discourage development that substantially interferes with the quiet residential nature of the district.

Intensity and Dimensional Standards

Standard	All Uses
Lot Area, min. (sf.)	8,500
Lot Width, min. (ft.)	60
Lot Depth, min. (ft.)	70
Lot Coverage, max. (% of site area)	40
Density, max. (du/acre)	N/A
Front Yard Setback, min. (ft.)	20
Side Yard Setback, min. (ft.)	5
Rear Yard Setback, min. (ft.)	10
Building Height, max. (ft.)	40

Notes: ft. = feet sf. = square feet du. = dwelling unit

Use Standards

Uses are presented below for convenience. Please refer to 17-4.2 through 17-4.4 for complete regulations for principal, accessory, and temporary uses. ¹ Conditional Use ² Special Exception

PRINCIPAL USES PERMITTED

	Arboretum or botanical garden ²
Cottage Neighborhood Development	Cemetery ²
Dwelling, single-family detached	Park or greenway ¹
Community recreation center	Utility facility, major ²
Cultural facility ²	Utility facility, minor
Day care facility ²	Community garden ¹
Library	Crop production and processing ²
Place of worship ²	
Public safety facility	
Elementary, middle, or high school ²	

Disclaimer: Zoning district handouts are provided for general informational purposes and may not reflect recent updates made to the City Unified Development Ordinance. Please confirm all zoning information with the City of Columbia Zoning Department prior to making investment decisions.

Proposed Zoning District



RM-1: Residential Mixed District

Purpose

The purpose of the Residential Mixed (RM-1) District is to provide lands that accommodate a walkable, moderate-density mix of residential development that allows single-family, two-family, townhouse, and multi-family dwellings.

Intensity and Dimensional Standards

Standard	Townhouse	All Other Uses
Lot Area, min. (sf.)	8,000[1]/1,500[2]	5,000
Lot Width, min. (ft.)	75[1]/18[2]	50
Lot Depth, min. (ft.)	70	70
Lot Coverage, max. (% of site area)	50	50
Density, max. (du/acre)	N/A	8.7
Front Yard Setback, min. (ft.)	15	15
Side Yard Setback, min. (ft.)	[3]	5
Rear Yard Setback, min. (ft.)	10	10
Building Height, max. (ft.)	40	40

Notes: ft. = feet sf. = square feet du. = dwelling unit

[1] Applies to the development lot as a whole rather than individual lots under individual units.

[2] Applies to individual lots under individual units.

[3] A minimum of five feet required between end units and side yard and ten feet between end units and any secondary front yard.

Use Standards

Uses are presented below for convenience. Please refer to 17-4.2 through 17-4.4 for complete regulations for principal, accessory, and temporary uses. ¹ Conditional Use ² Special Exception

PRINCIPAL USES PERMITTED

	Library	Grocery store or food market ²
Cottage neighborhood development	Place of worship ²	Community garden ¹
Dwelling, live-work ¹	Public safety facility	Crop production and processing ²
Dwelling, multifamily	Elementary, middle, or high school ²	
Dwelling, single-family detached	Arboretum or botanical garden ²	
Dwelling, townhouse	Cemetery ²	
Dwelling, two-family	Park or greenway ¹	
Community recreation center	Utility facility, major ²	
Cultural facility ²	Utility facility, minor	
Day care facility ¹	Dry cleaning pick-up ¹	

Disclaimer: Zoning district handouts are provided for general informational purposes and may not reflect recent updates made to the City Unified Development Ordinance. Please confirm all zoning information with the City of Columbia Zoning Department prior to making investment decisions.

Zoning

1507 Mount Vernon Street, TMS# 09214-09-12

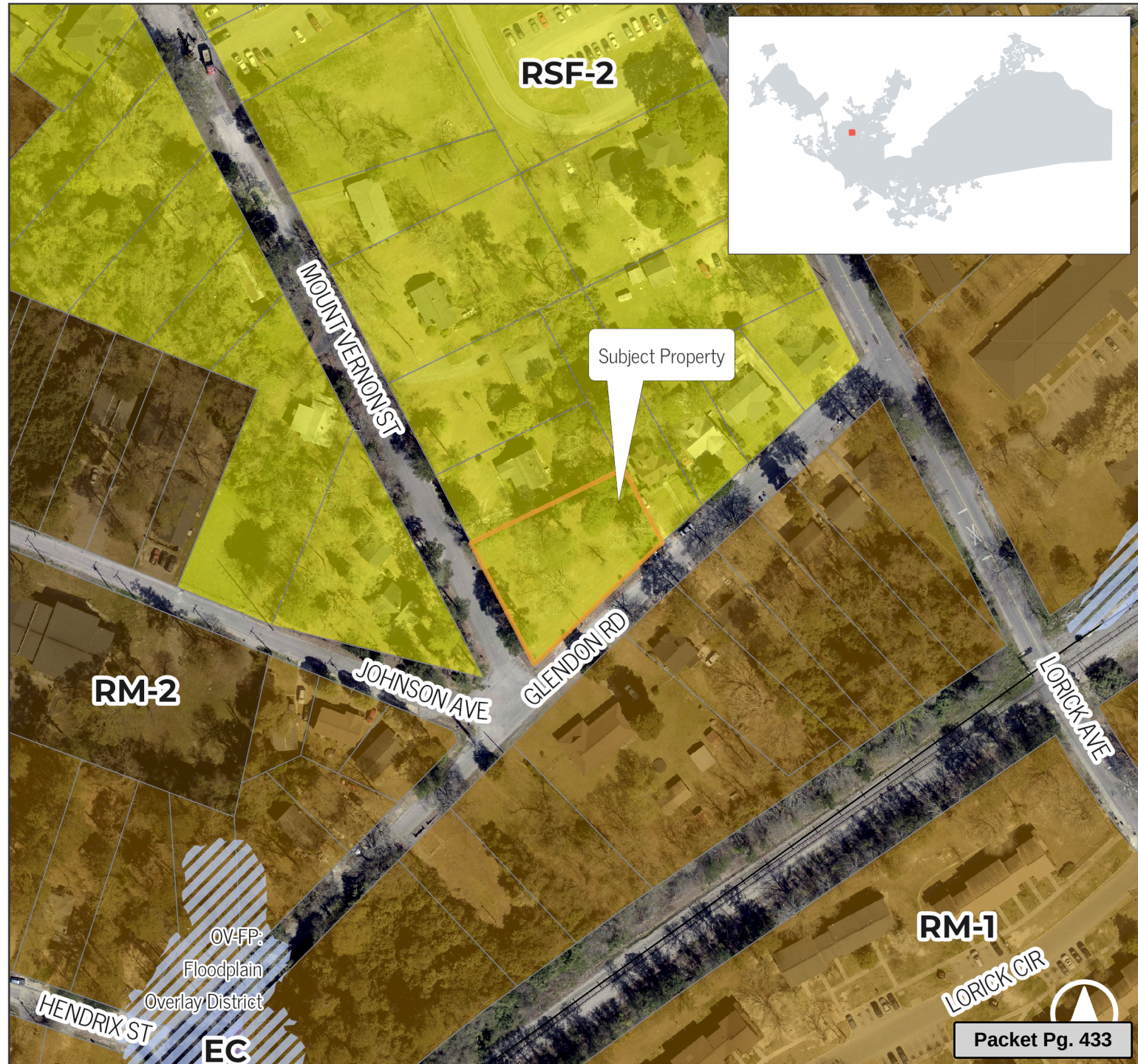
Current Zoning: Residential Single Family - Medium Lot District (RSF-2)

Proposed Zoning: Residential Mixed District (RM-1)

18.b

Legend

- RSF-2: Residential Single Family - Medium Lot District
- RM-2: Residential Mixed
- RM-1: Residential Mixed
- EC: Employment Campus District
- OV-FP: Floodplain Overlay District
- Parcels
- City Limits



0 100 200 Feet

Planning & Development
Services Department

Created by: ladeforth Date: 5/11/2023



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Packet Pg. 433

ORDINANCE NO.: 2023-084

Amending the Official Zoning Map to modify the zoning for 1507 Mt. Vernon Street, Richland County TMS# 09214-09-12

WHEREAS, an application has been made to amend the Official Zoning Map of the City of Columbia, S.C. to modify the zoning for 1507 Mt. Vernon Street, Richland County TMS# 09214-09-12; and,

WHEREAS, City Council adopted *Columbia Compass: Envision 2036* as the City of Columbia Comprehensive Plan by Ordinance No.: 2020-028 along with all the maps and policies contained therein, and amended from time to time, in accordance with the South Carolina Comprehensive Planning Act of 1994 (§6-29 of the SC Code); and,

WHEREAS, the City of Columbia has adopted the Unified Development Ordinance (UDO) by Ordinance No.: 2019-013 and Official Zoning Map of the City of Columbia, S.C. by Ordinance No.: 2021-001, both amended from time to time, in accordance with the authority in Title VI of the SC Code; and

WHEREAS, the City of Columbia Planning Commission has reviewed the application and made a recommendation to City Council regarding the application in accordance with §17-2.5(c)(3)(f) of the UDO; and

WHEREAS, the Columbia City Council has held a public hearing in accordance with §17-2.4(f) of the UDO and §6-29-760 of the SC Code; and

WHEREAS, the Columbia City Council has determined that the proposed rezoning meets one or more of the criteria set forth by §17-2.5(c)(4), Zoning Map Amendment Decision Standards, of the UDO; NOW THEREFORE,

BE IT ORDAINED by the Mayor and City Council of the City of Columbia this ___ day of _____, 2023, that:

1. The above recitals and findings are incorporated herein by reference and made a part of this Ordinance.
2. The property identified as 1507 Mt. Vernon Street, Richland County TMS# 09214-09-12 and as shown in Attachment A, is hereby rezoned from Residential Single Family (RSF-2) to Residential Mixed District (RM-1). The Official Zoning Map of the City of Columbia, S.C. is hereby amended to conform to this change.

Requested by:

Assistant City Manager Gentry _____

Mayor _____

Approved by:

City Manager _____

Approved as to form:

Deputy City Attorney _____

ATTEST:

City Clerk _____

Introduced:

Final Reading:

LEGAL DEPARTMENT DRAFT

July 17, 2021

City Clerk

Office of the City Clerk

City of Columbia

3rd Floor – City Hall

1737 Main Street

Columbia, SC 29201

RE: 1507 Mt. Vernon Street; TMS#09214-09-12

Request to rezone the property from Residential Single-Family – Medium Lot District (RSF-2) to Residential Mixed District (RM-1).

To City Council:

This letter is to request Council uphold Planning Division Staff's recommendation to DENY the rezoning request for the above referenced property.

I feel that Planning Staff(s) recommendation is a sound/informed decision and should be upheld.

Subject property is located on the corner of a 3-way intersection which is where the school bus stop is located. The school located at the top of the block uses Mt. Vernon as an exit from dropping students off. During school time intersection is busy due schoolteachers and staff uses Mt. Vernon to get to the school parking lot.

There is pedestrian traffic which includes student walking to school not only to the elementary school but also the high school (Eau Claire), the Lutheran Seminary individuals who use the block for exercise walking, dog walking plus the residents of the blocks.

The neighborhood is a quiet residential community with families and seniors who have raised their families and are now empty nester with nearly 50-years of living in the community. Family members who were raised and moved away are now returning to the neighborhood.

The community is not against investors wanting to improve the area, we already have investor in the area which are making money by using single family homes to their benefit.

Once again, I am requesting the Planning Staff's recommendation be upheld and the requested zoning change denial be upheld.

Sincerely

Carol Mitchell

1503 Mt. Vernon Street

Columbia – District 1



**Hyatt Park Keenan Terrace
Neighborhood Association**

PO Box 30413 Columbia, SC 29230

hpkt.president@gmail.com

(803) 318-6440

July 13, 2023

City of Columbia Board of Zoning Appeals

1737 Main Street

Columbia, SC 29201

Re: Letter of Concern for 1507 Mt. Vernon Street

To Whom It May Concern:

My name is Mimi Draft. I am writing on behalf of the Hyatt Park Keenan Terrace Neighborhood Association (HPKT). Our neighborhood is located in the north region of Columbia, South Carolina between Sunset Drive and Duke Avenue.

I am writing this letter to express concern for the property at 1507 Mt. Vernon Street. On June 8, the Planning Commission Agenda item 9. [ZMA-2023-0010: 1507 Mt. Vernon Street TMS# 09214-09-12](#) was reviewed. Neighbors of that property and other members of our community are not in favor of a rezoning for this location. We strongly agree with the city's planning staff and the recommendation to deny the applicant's request to change our zoning to a Residential Mixed District (RM-1).

We are a residential community with families and seniors. Mixing our zoning lines would disrupt the overall atmosphere of that area. We also believe it would make room for unwelcomed development in the mixed zoning tier. While we are excited to see investors interested in our community, we suggest Mr. Jenkins find another area of the North Main corridor to develop that already has mixed district zoning.

I can be contacted at hpkt.president@gmail.com or (803) 318-6440 for any questions you may have about this letter.

Sincerely,

Mimi Draft



We Are Columbia

MEETING DATE: September 19, 2023

DEPARTMENT: Planning and Development Services

FROM: *Krista Hampton, Director*

SUBJECT: AMENDMENT TO THE UNIFIED DEVELOPMENT
ORDINANCE UPDATE PRINCIPAL USE TABLE

**FUNDING SOURCE &
ORIGINAL BUDGET:**

CLEAN WATER 2020?: No

PURPOSE:

Ordinance No.: 2023-113 - Amending the Unified Ordinance of the City of Columbia, South Carolina, Article 4: Use Regulations, Sec. 17-4.2, Principal Uses, (b), Principal Use Table, (4) Principal Use Table for Base Zoning Districts

Proposal: Request to amend the Unified Development Ordinance, Chapter 17, Article 4: Use Regulations to add additional uses to the Permitted Use Table for the EC (Employment Campus) Zoning District.

Applicant: Hope Hasty, Zoning Administrator

Staff Recommendation: Approval

PC Recommendation: 08/10/23; Approval (6-0)

ATTACHMENTS:

- **#a:** EC District Use Table Amendment Case summary _ZPH (PDF)
- **#b:** 2023-113- Amending Chapter 17 (PDF)



CITY COUNCIL

September 19th, 2023 at 4:00pm

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

AMENDMENT TO THE UNIFIED DEVELOPMENT ORDINANCE Update Principal Use Table

Proposal: Request to amend the Unified Development Ordinance, Chapter 17, Article 4: Use Regulations to add additional uses to the Permitted Use Table for the EC (Employment Campus) Zoning District.

Applicant: Hope Hasty, Zoning Administrator

Staff Recommendation: Approval

PC Recommendation: 08/10/23; Approval (6-0)

ZPH, 1st Reading: 09/19/2023; Pending

2nd Reading: 10/03/2023; Pending

DETAIL

The Unified Development Ordinance was adopted by City Council on August 20, 2019 and took effect on August 30, 2021. As the code has been implemented in practice, staff has found some areas that need to be amended as well as certain items that need clarification. Staff is proposing an amendment to add additional uses to the Permitted Use Table for the EC (Employment Campus) District.

The UDO classifies the Employment Campus (EC) District as an industrial district, which is typically more intensely developed, but currently includes relatively few permitted uses. After having time to administer the district and responding to proposed uses, staff has determined that it is appropriate to permit additional uses that still meet the purpose and intent of the district, but present additional opportunities for development.

Please see the attached Table of Permitted Uses for recommended additions and the Employment Campus Summary Handout for the district intent.

STAFF RECOMMENDATION

Staff recommends City Council to approve the request.



EC: Employment Campus District

Purpose

The purpose of the Employment Campus (EC) District is to provide lands that accommodate a mix of employment, research and development, and light industrial development, with an expectation of high quality design, typically within a campus setting.

Development allowed in the EC District includes office, institutional, light industrial, research, and similar employment uses. Allowed uses include trade schools, offices, research and medical laboratories, and medium-intensity manufacturing, as well as uses such as multi-family dwellings, restaurants, and retail sales and services that are supportive of principal employment-based uses.

Intensity and Dimensional Standards

Standard	Multi-Family and Mixed-Use	All Other Uses
Lot Area, min. (sf.)	10,000	N/A
Lot Width, min. (ft.)	75	50
Lot Coverage, max. (% of site area)	75	
Density, max. (du/acre)	N/A	
Front Yard Setback, min. (ft.)	15	
Side Yard Setback, min. (ft.)	5	
Rear Yard Setback, min. (ft.)	10	
Building Height, max. (ft.)	75	

Notes: ft. = feet sf. = square feet du. = dwelling unit

Use Standards

Uses are presented below for convenience. Please refer to 17-4.2 through 17-4.4 for complete regulations for principal, accessory, and temporary uses. ¹ Conditional Use ² Special Exception

PRINCIPAL USES PERMITTED

	Library	Park or greenway ¹
Dwelling, mixed-use	Membership organization facility	Park and ride
Dwelling, multifamily	Place of worship ¹	Parking lot ¹
Dwelling, townhouse	Public safety facility	Parking structure ¹
Newspaper or periodical publishing establishment	Social services facility	Passenger terminal, surface transportation
	College or university	
Community recreation center	Elementary, middle, or high school	Utility facility, major ²
Cultural facility	School, business or trade	Utility facility, minor
Day care facility	Laboratory, medical or dental	Kennel ¹
Government office	Medical or dental clinic/office	Veterinary hospital or clinic ¹

Disclaimer: Zoning district handouts are provided for general informational purposes and may not reflect recent updates made to the City Unified Development Ordinance. Please confirm all zoning information with the City of Columbia Zoning Department prior to making investment decisions.

EC: EMPLOYMENT CAMPUS

Laboratory, testing or research	Manufacturing, assembly, or
Eating establishment only ¹	fabrication, light
Eating and drinking establishment, Type 1 ¹	
Eating and drinking establishment, Type 2 ²	
Business/Professional office	
Contractor's office	
Beauty salon or barbershop	
Dry cleaning pick-up ¹	
Nail salon	
Repair of personal goods	
Car wash	
Banquet hall	
Recreation facility, indoor, not elsewhere listed ²	
Recreation facility, outdoor, not elsewhere listed ²	
Consumer goods store	
Convenience store ²	
Farmers' market	
Grocery store or food market	
Hotel or motel	
Agriculture and forestry uses, not elsewhere listed	
Community garden ¹	
Crop production and processing	
Warehouse distribution and storage	
Wholesale sales, not elsewhere listed	

Disclaimer: Zoning district handouts are provided for general informational purposes and may not reflect recent updates made to the City Unified Development Ordinance. Please confirm all zoning information with the City of Columbia Zoning Department prior to making investment decisions.

Article 4: Use Regulations
 Sec. 17-4.2. Principal Uses
 (b) Principal Use Table

(4) Principal Use Table for Base Zoning Districts

TABLE 17-4.2(B)(4): PRINCIPAL USE TABLE FOR BASE ZONING DISTRICTS																											
P = PERMITTED BY RIGHT								C = ALLOWED CONDITIONAL				S = ALLOWED AS SPECIAL EXCEPTION								BLANK CELL = PROHIBITED							
Principal Use Category	Principal Use Type	Residential Districts								Mixed-Use, Activity Center, and Corridor Districts								Institutional and Campus Districts				Industrial Districts			Use-Specific Standards		
		T/C	LL-R	RSF-1	RSF-2	RSF-3	RD	RD-MV	RM-1	RM-2	MU-1	MU-2	NAC	CAC	RAC	O-I	DAC	GC	MC	INS-GEN	INS-U/M	INS-ZOO	INS-T/U	LI		HI	EC
RESIDENTIAL USES																											
Household Living Uses	Cottage neighborhood development				P	P	P	P	P	P	P																Sec. 17-4.2(c)(1)a.1
	Dwelling, live-work								C	C	C	C	C	C	C	C		C								P	Sec. 17-4.2(c)(1)a.2
	Dwelling, mixed-use										P	P	P	P	P	S	P	S	P							P	
	Dwelling, multifamily								P	P	P	P	P	P	P	S	P	S	P							P	
	Dwelling, single-family detached	P	P	P	P	P	P	P	P	P	P	P	P			P		S									
	Dwelling, townhouse								P	P	P	P	P			S	P		P							P	
	Dwelling, two-family						P	P	P	P	P	P				P		S	P								
	Mobile home park																										
Group Living Uses	Continuing care retirement community (CCRC)										S	S		C	C		C	C								C	Sec. 17-4.2(c)(1)b.1
	Dormitory, private																C/S		C/S		C/S						Sec. 17-4.2(c)(1)b.2
	Dormitory, public													P	P	S	P		P	S	P						

Article 4: Use Regulations
 Sec. 17-4.2. Principal Uses
 (b) Principal Use Table

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	Fraternity or sorority house										S	S		S			S		S			S					
	Residential care facility										S	S	S	S	S	S	S	S	S							S	Sec. 17-4.2(c)(1)b.3
	Rooming house or boardinghouse											S		S		S	S				S						Sec. 17-4.2(c)(1)b.4
PUBLIC, CIVIC, AND INSTITUTIONAL USES																											
Communication Uses	Broadcasting studio													P	P		P	P	P		P			P	P	P	
	Newspaper or periodical publishing establishment													P	P		P	P	P		P			P	P	P	
	Wireless communication facility[1]																										Sec. 17-4.2(c)(2)a.1
Community Service Uses	Community recreation center			P	P	P	P	P	P	P	P	P	P	P	P	P	P	S	P		P					P	
	Correctional facility																							S	S		
	Cultural facility		S	S	S	S	S	S	S	S	S	P	P	P	P	P	P	P	P	P	P			S		P	
	Day care facility		S	S	S	S	S	S	C	C	C	C	C	C	C	C	C	C	C	C	C					P	(c)(2)b.1
	Government office										P	P	P	P	P	P	P	P	P	P	P		P	P		P	
	Library			P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P				P		P	
	Membership organization facility												P	P	P	P	P	P	P	S	P			P		P	
	Place of worship		S	S	S	S	S	S	S	S	C	S	C	C	C	C	C	C	C	C	C			C		C	Sec. 17-4.2(c)(2)b.2
	Public safety facility		P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	
	Social services facility											P	P	P	P	P	P	P	P	P				P		P	

Article 4: Use Regulations
 Sec. 17-4.2. Principal Uses
 (b) Principal Use Table

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	Zoo																					P				
Education Uses	College or university												P	P	P	P	P	P	P	P	P	P				P
	Elementary, middle, or high school		S	S	S	S	S	S	S	S	S	P	P	P	P	P	P	P	P		P				P	
	School, business or trade										S	P	P	P	P	P	P	P	P	P	P			P	P	
Health Care Uses	Hospital											P	P	P	P	P	P	P	P	P	P				P	
	Laboratory, medical or dental										P	P	P	P	P	P	P	P	P	P	P			P	P	
	Medical or dental clinic/office									P	P	P	P	P	P	P	P	P	P	P	P			P	P	
	Nursing care facility									P	S	P	P	P	P	P	P	P	P	P	P				P	
Parks and Open Space	Arboretum or botanical garden		S	S	S	S	S	S	S	S	S	P	P	P	P	P	P	P	P	P	P	P		P		
	Cemetery		S	S	S	S	S	S	S	S	S	P	P	P	P	P	P		P				P			
	Park or greenway	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C
Transportation Uses	Airport																					P	P	P		
	Park and ride										P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	
	Parking lot									C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	
	Parking structure										S	C	C	C	S	C	S	C	C	C	C	C	C	C	C	
	Passenger terminal, surface transportation											S	P	P	S	P	P	P	P	P	P	P	P	P	P	
	Railroad facility											S		S		P						P		P		
Utility Uses	Solar energy conversion system (large scale)		C																C	C	C	C	C	C		
	Utility facility, major		S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	P	P	P	P	P	P	S	

Article 4: Use Regulations
 Sec. 17-4.2. Principal Uses
 (b) Principal Use Table

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	Utility facility, minor		P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	
COMMERCIAL USES																											
Animal Care Uses	Animal shelter														S			S						P	P	P	
	Kennel													C	C	C	C	C	C					C	C	C	Sec. 17-4.2(c)(3)a.1
	Veterinary hospital or clinic											C	C	C	C	C	C	C	C					C	C	C	Sec. 17-4.2(c)(3)a.2
Commercial Services Uses	Equipment rental														C			P	C		C			P	P		Sec. 17-4.2(c)(3)b.1
	Laboratory, testing or research														P		P	P	P		P			P	P	P	
	Lawn, tree, or pest control services																	P			P			P	P		
	Linen or uniform supply														P			P			P			P	P	P	
	Self-service storage														C	C		C	C	C				C	C	C	Sec. 17-4.2(c)(3)b.2
	Sign fabricating establishment																				P			P	P	P	
Eating and Drinking Establishment Uses	Eating establishment only										C	C	C	C	C	C	C	C	C	C	C	C		C		C	Sec. 17-4.2(c)(3)c.1
	Eating and drinking establishment, Type 1										C	C	C	C	C	C	C	C	C	C	C	C		C		C	Sec. 17-4.2(c)(3)c.2
	Eating and drinking establishment, Type 2										S	S	S	S	S	S	S	S	S	S	S	S		S		S	Sec. 17-4.2(c)(3)c.3
Funeral and Mortuary Services Uses	Crematory																							P	P		
	Funeral home or mortuary											P	P	P	P	P	P	P	P							P	

Article 4: Use Regulations

Sec. 17-4.2. Principal Uses

(b) Principal Use Table

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Office Uses	Business/Professional office									P	P	P	P	P	P	P	P	P	P	P	P	P	P	P		P	
	Contractor's office												P	P	P	P	P	P						P	P	P	
Personal Services Uses	Bank, retail										P	P	P	P	P	P	P	P								P	
	Beauty salon or barbershop									P	P	P	P	P	P	P	P	P		P						P	
	Body piercing or tattoo establishment										C	C	C	C			C	C					C	C	C		Sec. 17-4.2(c)(3)d.1
	Dry cleaning pick-up								C	C	C	C	C	C		C	C	C	S	C			C	C	C		Sec. 17-4.2(c)(3)d.2
	Laundry, coin-operated									P	P	P	P	P		P	P	P		P			P	P	P		
	Nail salon									P	P	P	P	P		P	P	P		P						P	
	Non-depository personal credit institution														C		C	C	C				C	C			Sec. 17-4.2(c)(3)d.3
	Repair of personal goods											P	P	P	P		P	P	P		P			P		P	
Recreation/ Entertainment Uses	Amusement park														P			P					P				
	Arena, stadium, or outdoor theater														P		P	P	P	P	P		P				
	Banquet hall											P	P	P		P	P	P		P					P		
	Performing arts center											P	P	P	S	P	P	P	P	P	P						
	Recreation facility, indoor, not elsewhere listed										C	C	C	C		C	C	C		S	C		C		P	S	Sec. 17-4.2(c)(3)d.4
	Recreation facility, outdoor, not elsewhere listed									P	P	S	P	P		P	P	P		S	P				S	P	
	Sexually-oriented business																						S	S			Sec. 17-4.2(c)(3)d.5

Article 4: Use Regulations
 Sec. 17-4.2. Principal Uses
 (b) Principal Use Table

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Retail Sales Uses	Building supplies and equipment store											C/S		P			S	S						P		P	Sec. 17-4.2(c)(3)e.1
	Consumer goods store									P	P	C/S	P	P		C	P	C	P	P	P			P		P	Sec. 17-4.2(c)(3)e.1
	Convenience store												S	S	S		S	S	S		S			S		S	Sec. 17-4.2(c)(3)e.1; Sec. 17-4.2(c)(3)e.2
	Farmers' market	P	P							P	P	C/S	P	P	P	C	P	C	P	P	P	P	P	P		P	Sec. 17-4.2(c)(3)e.1
	Fuel sales (bulk)																S							P	P		Sec. 17-4.2(c)(3)e.1
	Grocery store or food market								S	S	P	P	C	P	P		P	C	P		P					P	Sec. 17-4.2(c)(3)e.1
	Liquor store												S	S	S		S	S	S					S		S	Sec. 17-4.2(c)(3)e.1
	Pawn shop												S	S	S		S	S	S								Sec. 17-4.2(c)(3)e.1
Vehicle Sales and Services Uses	Commercial fuel depot																					P	P	P			
	Commercial vehicle repair and maintenance																		P			P	P	P			
	Commercial vehicle sales and rentals																	C						C			Sec. 17-4.2(c)(3)f.1
	Gasoline sales and service station												C	C	C		C	C	C					C	C	C	Sec. 17-4.2(c)(3)f.2
	Personal vehicle repair and maintenance													C	C		S	C						C	C	C	Sec. 17-4.2(c)(3)f.3

Article 4: Use Regulations

Sec. 17-4.2. Principal Uses

(b) Principal Use Table

TABLE 17-4.2(B)(4): PRINCIPAL USE TABLE FOR BASE ZONING DISTRICTS																											
P = PERMITTED BY RIGHT								C = ALLOWED CONDITIONAL				S = ALLOWED AS SPECIAL EXCEPTION								BLANK CELL = PROHIBITED							
Principal Use Category	Principal Use Type	Residential Districts								Mixed-Use, Activity Center, and Corridor Districts								Institutional and Campus Districts				Industrial Districts			Use-Specific Standards		
		T/C	LL-R	RSF-1	RSF-2	RSF-3	RD	RD-MV	RM-1	RM-2	MU-1	MU-2	NAC	CAC	RAC	O-I	DAC	GC	MC	INS-GEN	INS-U/M	INS-ZOO	INS-T/U	LI		HI	EC
	Personal vehicle sales and rentals														C		C	C	C					C		C	Sec. 17-4.2(c)(3)f.1
	Vehicle equipment supplies sales and rentals											P	P	P		P	P	P					P				
	Vehicle paint and finishing shop																						P	P	P		
	Vehicle towing and wrecker service																							C	C		Sec. 17-4.2(c)(3)f.5
Visitor Accommodations Uses	Bed and breakfast										C	C				C	C	C	C								Sec. 17-4.2(c)(3)g.1
	Campground	S	S																								
	Hotel or motel														P	P	P	P	P	P						P	
AGRICULTURAL USES																											
Agriculture and Forestry Uses	Agriculture and forestry uses, not elsewhere listed	P	P																					P	P	P	
	Community garden	C	C	C	C	C	C	C	C	C	C	C	C	C	C	S	C	S	C	C	C	C	C	C		C	Sec. 17-4.2(c)(4)a.1
	Crop production and processing	P	P	S	S	S	S	S	S	S	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	
	Forestry	P	P																								
INDUSTRIAL USES																											
Freight Movement, Warehousing, and Wholesale Uses	Contractor's yard																							P	P		
	Motor freight facility																							P	P		
	Petroleum bulk station or terminal																								P		
	Warehouse distribution and storage																	S						P	P	P	
	Wholesale sales, not elsewhere listed																	S						P	P	P	

Article 4: Use Regulations
 Sec. 17-4.2. Principal Uses
 (b) Principal Use Table

TABLE 17-4.2(B)(4): PRINCIPAL USE TABLE FOR BASE ZONING DISTRICTS																											
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Manufacturing uses	Manufacturing, assembly, or fabrication, light									P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	Sec. 17-4.2(c)(5)a.1
	Manufacturing, assembly, or fabrication, medium																		C/S					P	P	P	Sec. 17-4.2(c)(5)a.1
	Manufacturing, assembly, or fabrication, heavy																								P		
Resource Extraction Uses	Mining																								S		
Waste-Related Uses	Composting facility																							S	P		
	Junk, salvage, scrap, or wrecking yard																							S	S		
	Recycling center																							S	S		Sec. 17-4.2(c)(5)a.1
	Refuse processing facility																							S	C		Sec. 17-4.2(c)(5)b.2
	Refuse disposal																								P		
NOTES:																											
[1] Whether a wireless communication facility is permitted, prohibited, or requires a Special Exception Permit in a particular zoning district depends on the type of tower and its height (see Sec. 17-4.2(c)(2)a.1, Wireless Communication Facilities (Cell Tower)).																											

ORDINANCE NO.: 2023-113

Amending the Unified Ordinance of the City of Columbia, South Carolina, Article 4: Use Regulations, Sec. 17-4.2, Principal Uses, (b), Principal Use Table, (4) Principal Use Table for Base Zoning Districts

BE IT ORDAINED by the Mayor and Council this _____ day of _____, 2023, that the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 17 (Unified Development Ordinance), Article 4, Use Regulations, Sec. 17-4.2, Principal Uses, (b), Principal Use Table, (4), Principal Use Table for Base Zoning Districts is amended to read as follows:

Article 4: Use Regulations**Sec. 17-4.2. Principal Uses****(b) Principal Use Table****(4) Principal Use Table for Base Zoning Districts**

LEGAL DEPARTMENT DRAFT

TABLE 17-4.2(B)(4): PRINCIPAL USE TABLE FOR BASE ZONING DISTRICTS

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Principal Use Category	Principal Use Type	Residential Districts								Mixed-Use, Activity Center, and Corridor Districts								Institutional and Campus Districts				Industrial Districts			Use-Specific Standards		
		T/C	LL-R	RSF-1	RSF-2	RSF-3	RD	RD-MV	RM-1	RM-2	MU-1	MU-2	NAC	CAC	RAC	O-I	DAC	GC	MC	INS-GEN	INS-U/M	INS-ZOO	INST/U	LI		HI	EC
RESIDENTIAL USES																											
Household Living Uses	Cottage neighborhood development				P	P	P	P	P	P	P																Sec. 17-4.2(c)(1)a.1
	Dwelling, live-work								C	C	C	C	C	C	C	C		C								<u>P</u>	Sec. 17-4.2(c)(1)a.2
	Dwelling, mixed-use										P	P	P	P	P	S	P	S	P							P	
	Dwelling, multifamily								P	P	P	P	P	P	P	S	P	S	P							P	
	Dwelling, single-family detached	P	P	P	P	P	P	P	P	P	P	P				P		S									
	Dwelling, townhouse								P	P	P	P	P			S	P		P							P	
	Dwelling, two-family						P	P	P	P	P	P				P		S	P								
	Mobile home park																										
Group Living Uses	Continuing care retirement community (CCRC)										S	S		C	C		C	C								<u>C</u>	Sec. 17-4.2(c)(1)b.1
	Dormitory, private																C/S		C/S		C/S						Sec. 17-4.2(c)(1)b.2
	Dormitory, public													P	P	S	P		P	S	P						

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	Fraternity or sorority house									S	S		S			S		S		S							
	Residential care facility									S	S	S	S	S	S	S	S	S								S	Sec. 17-4.2(c)(1)b.3
	Rooming house or boardinghouse										S		S		S	S				S							S
PUBLIC, CIVIC, AND INSTITUTIONAL USES																											
Communication Uses	Broadcasting studio												P	P		P	P	P		P			P	P	P		
	Newspaper or periodical publishing establishment												P	P		P	P	P		P			P	P	P		
	Wireless communication facility[1]																										Sec. 17-4.2(c)(2)a.1
Community Service Uses	Community recreation center			P	P	P	P	P	P	P	P	P	P	P	P	P	S	P		P						P	
	Correctional facility																						S	S			
	Cultural facility		S	S	S	S	S	S	S	S	S	P	P	P	P	P	P	P	P	P	P			S		P	
	Day care facility		S	S	S	S	S	S	C	C	C	C	C	C	C	C	C	C	C	C	C					P	(c)(2)b.1
	Government office									P	P	P	P	P	P	P	P	P	P	P	P		P	P	P		
	Library			P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P				P	P		
	Membership organization facility											P	P	P	P	P	P	P	S	P			P	P			
	Place of worship		S	S	S	S	S	S	S	S	C	S	C	C	C	C	C	C	C	C	C			C		C	Sec. 17-4.2(c)(2)b.2
	Public safety facility		P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	
	Social services facility										P	P	P	P	P	P	P	P	P	P				P	P		

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	Zoo																				P						
Education Uses	College or university												P	P	P	P	P	P	P	P	P				P		
	Elementary, middle, or high school		S	S	S	S	S	S	S	S	S	P	P	P	P	P	P	P	P		P				P		
	School, business or trade										S	P	P	P	P	P	P	P	P	P			P		P		
Health Care Uses	Hospital											P	P	P	P	P	P	P	P	P					<u>P</u>		
	Laboratory, medical or dental										P	P	P	P	P	P	P	P	P	P			P		P		
	Medical or dental clinic/office									P	P	P	P	P	P	P	P	P	P	P			P		P		
	Nursing care facility									P	S	P	P	P	P	P	P	P	P	P					<u>P</u>		
Parks and Open Space	Arboretum or botanical garden		S	S	S	S	S	S	S	S	S	P	P	P	P	P	P	P	P	P	P	P	P	P			
	Cemetery		S	S	S	S	S	S	S	S	S	P	P	P	P	P	P		P				P				
	Park or greenway	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	Sec. 17-4.2(c)(2)c
Transportation Uses	Airport																					P	P	P			
	Park and ride										P	P	P	P	P	P	P	P	P	P	P	P	P	P	P		
	Parking lot									C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	Sec. 17-4.2(c)(2)d.1
	Parking structure										S	C	C	C	S	C	S	C	C	C	C	C	C	C	C	C	Sec. 17-4.2(c)(2)d.2
	Passenger terminal, surface transportation											S	P	P	S	P	P	P	P	P	P	P	P	P	P	P	
	Railroad facility											S		S		P						P		P			
Utility Uses	Solar energy conversion system (large scale)		C																C	C	C	C	C	C		Sec. 17-4.2(c)(2)e.1	
	Utility facility, major		S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	P	P	P	P	P	P	S		

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	Utility facility, minor		P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	
COMMERCIAL USES																											
Animal Care Uses	Animal shelter													S			S							P	P	P	
	Kennel												C	C	C	C	C	C						C	C	C	Sec. 17-4.2(c)(3)a.1
	Veterinary hospital or clinic											C	C	C	C	C	C	C						C	C	C	Sec. 17-4.2(c)(3)a.2
Commercial Services Uses	Equipment rental													C			P	C		C				P	P		Sec. 17-4.2(c)(3)b.1
	Laboratory, testing or research													P		P	P	P		P				P	P	P	
	Lawn, tree, or pest control services																P			P				P	P		
	Linen or uniform supply													P			P			P				P	P	P	
	Self-service storage													C	C		C	C	C					C	C	C	Sec. 17-4.2(c)(3)b.2
	Sign fabricating establishment																			P				P	P	P	
Eating and Drinking Establishment Uses	Eating establishment only										C	C	C	C	C	C	C	C	C	C	C	C		C		C	Sec. 17-4.2(c)(3)c.1
	Eating and drinking establishment, Type 1										C	C	C	C	C	C	C	C	C	C	C	C		C		C	Sec. 17-4.2(c)(3)c.2
	Eating and drinking establishment, Type 2										S	S	S	S	S	S	S	S	S	S	S	S		S		S	Sec. 17-4.2(c)(3)c.3
Funeral and Mortuary Services Uses	Crematory																							P	P		
	Funeral home or mortuary											P	P	P	P	P	P	P								P	

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Office Uses	Business/Professional office									P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	
	Contractor's office												P	P	P	P	P	P						P	P	P
Personal Services Uses	Bank, retail										P	P	P	P	P	P	P	P								P
	Beauty salon or barbershop									P	P	P	P	P	P	P	P	P		P						P
	Body piercing or tattoo establishment										C	C	C	C			C	C					C			C
	Dry cleaning pick-up								C	C	C	C	C	C		C	C	C	S	C			C	C	C	
	Laundry, coin-operated									P	P	P	P	P		P	P	P		P			P	P	P	
	Nail salon									P	P	P	P	P		P	P	P		P						P
	Non-depository personal credit institution														C		C	C	C				C	C		
	Repair of personal goods											P	P	P	P		P	P	P		P			P		P
Recreation/ Entertainment Uses	Amusement park														P			P						P		
	Arena, stadium, or outdoor theater														P		P	P	P	P	P			P		
	Banquet hall											P	P	P		P	P	P		P					P	
	Performing arts center											P	P	P	S	P	P	P	P	P	P					
	Recreation facility, indoor, not elsewhere listed										C	C	C	C		C	C	C		S	C		C		P	
	Recreation facility, outdoor, not elsewhere listed									P	P	S	P	P		P	P	P		S	P				S	
	Sexually-oriented business																							S	S	

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Retail Sales Uses	Building supplies and equipment store											C/S		P			S	S						P		P	Sec. 17-4.2(c)(3)e.1
	Consumer goods store									P	P	C/S	P	P		C	P	C	P	P	P		P		P	Sec. 17-4.2(c)(3)e.1	
	Convenience store											S	S	S		S	S	S		S			S		S	Sec. 17-4.2(c)(3)e.1; Sec. 17-4.2(c)(3)e.2	
	Farmers' market	P	P							P	P	C/S	P	P	P	C	P	C	P	P	P	P	P	P		P	Sec. 17-4.2(c)(3)e.1
	Fuel sales (bulk)																S						P	P		Sec. 17-4.2(c)(3)e.1	
	Grocery store or food market							S	S	P	P	C	P	P		P	C	P		P					P	Sec. 17-4.2(c)(3)e.1	
	Liquor store											S	S	S		S	S	S					S		S	Sec. 17-4.2(c)(3)e.1	
	Pawn shop												S	S	S		S	S	S								Sec. 17-4.2(c)(3)e.1
Vehicle Sales and Services Uses	Commercial fuel depot																					P	P	P			
	Commercial vehicle repair and maintenance																		P			P	P	P			
	Commercial vehicle sales and rentals																C						C			Sec. 17-4.2(c)(3)f.1	
	Gasoline sales and service station											C	C	C		C	C	C					C	C	C	Sec. 17-4.2(c)(3)f.2	
	Personal vehicle repair and maintenance												C	C		S	C						C	C	C	Sec. 17-4.2(c)(3)f.3	

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	Personal vehicle sales and rentals														C		C	C	C					C		C	Sec. 17-4.2(c)(3)f.1
	Vehicle equipment supplies sales and rentals												P	P	P		P	P	P					P			
	Vehicle paint and finishing shop																							P	P	P	
	Vehicle towing and wrecker service																							C	C		Sec. 17-4.2(c)(3)f.5
Visitor Accommodations Uses	Bed and breakfast									C	C				C	C	C	C									Sec. 17-4.2(c)(3)g.1
	Campground	S	S																								
	Hotel or motel													P	P	P	P	P	P							P	
AGRICULTURAL USES																											
Agriculture and Forestry Uses	Agriculture and forestry uses, not elsewhere listed	P	P																					P	P	P	
	Community garden	C	C	C	C	C	C	C	C	C	C	C	C	C	C	S	C	S	C	C	C	C	C	C		C	Sec. 17-4.2(c)(4)a.1
	Crop production and processing	P	P	S	S	S	S	S	S	S	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	
	Forestry	P	P																								
INDUSTRIAL USES																											
Freight Movement, Warehousing, and Wholesale Uses	Contractor's yard																							P	P		
	Motor freight facility																							P	P		
	Petroleum bulk station or terminal																								P		
	Warehouse distribution and storage																	S						P	P	P	
	Wholesale sales, not elsewhere listed																	S						P	P	P	

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Manufacturing uses	Manufacturing, assembly, or fabrication, light									P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	Sec. 17-4.2(c)(5)a.1
	Manufacturing, assembly, or fabrication, medium																	C/S						P	P	P	Sec. 17-4.2(c)(5)a.1
	Manufacturing, assembly, or fabrication, heavy																								P		
Resource Extraction Uses	Mining																								S		
Waste-Related Uses	Composting facility																							S	P		
	Junk, salvage, scrap, or wrecking yard																							S	S		
	Recycling center																							S	S		Sec. 17-4.2(c)(5)a.1
	Refuse processing facility																							S	C		Sec. 17-4.2(c)(5)b.2
	Refuse disposal																								P		

NOTES:

[1] Whether a wireless communication facility is permitted, prohibited, or requires a Special Exception Permit in a particular zoning district depends on the type of tower and its height (see Sec. 17-4.2(c)(2)a.1, Wireless Communication Facilities (Cell Tower)).

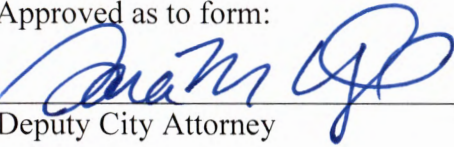
Requested by:

ACM Gentry

Approved by:

City Manager

Approved as to form:



Deputy City Attorney

Introduced:

Final Reading:

Mayor

ATTEST:

City Clerk

LEGAL DEPARTMENT DRAFT



We Are Columbia

MEETING DATE: September 19, 2023

DEPARTMENT: Legal Department

FROM: *Teresa Knox, City Attorney*

SUBJECT: Ordinance No.: 2023-108 - Granting an encroachment to Southeast Restaurants Corp., for the use of the right of way areas of the 2400 block of Forest Drive, the 1500 block of N. Millwood Avenue and the 1400 block of Lyon Street for the installation and maintenance of landscaping and irrigation adjacent to 2400 Forest Drive, Richland County TMS# 11411-02-01

FUNDING SOURCE & ORIGINAL BUDGET:

FOCUS AREAS: Planning Together

ATTACHMENTS:

- **#a:** 2023-108 - 2400 Forest Dr Encroachment (PDF)
- **#b:** 2400 Forest Dr case packet (PDF)

ORDINANCE NO.: 2023-108

Granting an encroachment to Southeast Restaurants Corp., for the use of the right of way areas of the 2400 block of Forest Drive, the 1500 block of N. Millwood Avenue and the 1400 block of Lyon Street for the installation and maintenance of landscaping and irrigation adjacent to 2400 Forest Drive, Richland County TMS# 11411-02-01

WHEREAS, Southeast Restaurants Corp. (hereinafter "Grantee") desires to utilize a portion of the right of way areas of the 2400 block of Forest Drive, the 1500 block of N. Millwood Avenue and the 1400 block of Lyon Street for the installation and maintenance of landscaping and irrigation adjacent to 2400 Forest Drive, as shown on the attached drawings; 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 _____, 2023, that Grantee is hereby granted the right to use the right of way areas of the 2400 block of Forest Drive, the 1500 block of N. Millwood Avenue and the 1400 block of Lyon Street adjacent to 2400 Forest Drive, Richland County TMS# 11411-02-01, for the installation and maintenance of landscaping and irrigation as shown on the attached drawings.

PROVIDED FURTHER that all work shall comply with the requirements of The City of Columbia, South Carolina Department of Transportation (SCDOT) and Federal Emergency Management Agency (FEMA) 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 Grantee's 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; and,

PROVIDED further that in the event the City has to make repairs or maintain utility lines located within the encroachment area the City will replace any items removed for the utility repair or maintenance with like items to those removed; and,

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

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.

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. Grantee is responsible for maintaining landscaping and improvements.
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.

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

Requested by:

Assistant City Manager Gentry

Mayor

Approved by:

City Manager

Approved as to form:

ATTEST:



Deputy City Attorney

City Clerk

Introduced:

Final Reading:

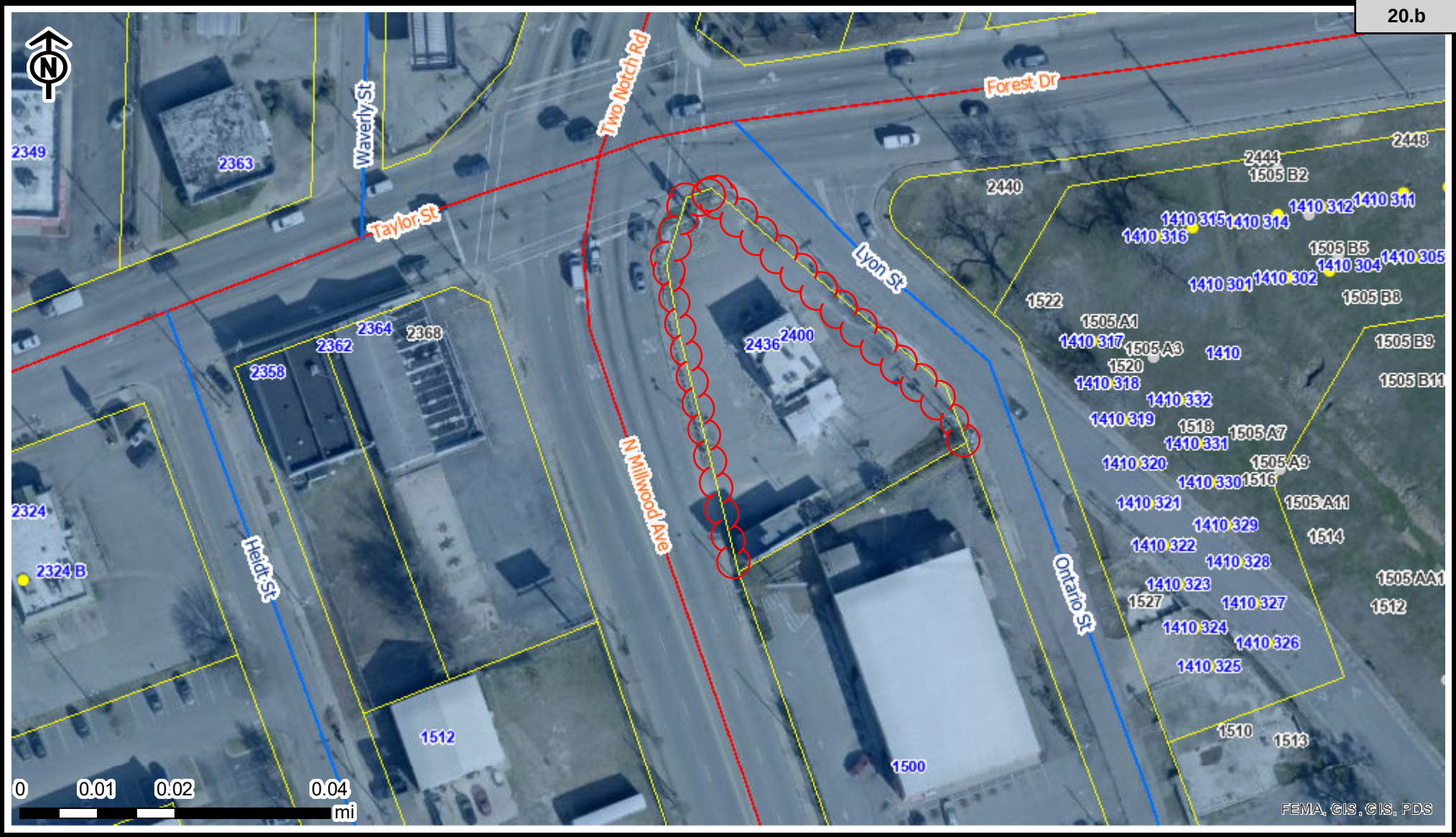
**CITY COUNCIL
ENCROACHMENT SUMMARY
2023-108**



**2400 BLOCK OF FOREST DRIVE, 1500 BLOCK OF N. MILLWOOD AVENUE AND
THE 1400 BLOCK OF LYON STREET
ADJACENT TO 2400 FOREST DRIVE
LANDSCAPING AND IRRIGATION**

Subject Property:	Right-of-way adjacent to 2400 Forest Drive
Council District:	2
Proposal:	The applicant is requesting an encroachment for installation and maintenance of landscaping and irrigation.
Applicant:	Southeast Restaurants Corp.
Staff Recommendation:	Approval.

Detail:	The applicant is requesting an encroachment for the installation and maintenance of landscaping and irrigation adjacent to 2400 Forest Drive, as shown on the attached drawings; and, Conditions of the proposed encroachment are as follows: 1. No item, including landscaping, shall be placed, planted or allowed to grow such that it creates a visual impediment to persons safely entering or exiting the driveway or to persons safely walking along the sidewalk. The City reserves the right to remove or cut any item located within the right of way which it deems to be a safety hazard. 2. Grantee is responsible for all maintenance and assuring that all accessibility and ADA requirements are met and maintained. 3. Grantee is responsible for maintaining landscaping and improvements. 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.
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City of Columbia



This map was prepared using
the City GIS Viewer:

City of Columbia - GIS Division
Wednesday, August 23, 2023

Address Point

- Active
- Vacant
- Tax Parcel

Street & Ownership

- Interstate

- Highway
- City Maintained
- State Maintained
- - Private
- Others
- Columbia City Limits

FEMA Flood Hazard Area

- AE - Floodway
- AE - 100yr Flood Plain
- A - No Base Flood Elevation
- X - 500yr Flood Plain
- Red: Band_1

Green: Band_2

Blue: Band_3

CITY OF COLUMBIA GIS DATA DISCLAIMER:

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



Permanent Encroachment

Application and Checklist

1. Applicant Information

Name Stuart Seagroves	
Company (if applicable) Southeast Restaurants Corp.	
Address (street, city, state, zip) 1621 Executive Ave. Myrtle Beach, SC 29579	
Phone 843-602-1684	Email sseagroves@srcorp.org

2. Property Information

Address 2400 Forest Dr., Columbia, SC 29204	
Tax Map Reference Number(s) 11412-02-01	
Current use vacant; previously a restaurant	Proposed use restaurant

3. Property Ownership

Does the applicant own the adjacent property? ☐ Yes ☒ No

If the applicant does not own the adjacent property, complete the **Letter of Agency** for each property owner that authorizes the applicant to submit this application on the property owner's behalf.



Permanent Encroachment

Application and Checklist

4. Project Description

Provide a brief description of the project and list all items that will be placed in the right-of-way (walls, fences, columns, steps, irrigation systems, landscaping, driveways, pavers, sidewalks/walkways, planters, awnings, etc.)

The former Church's Chicken and Asian Express location is to be a new Pizza Hut location. The existing dead landscaping in the City of Columbia ROW on Lyon Street is to be replaced with new, equivalent landscaping to meet the City of Columbia Zoning Ordinance. See attached plans.

For staff use only

Date received (M/D/Y): ____/____/____

By: _____



Permanent Encroachment

Application and Checklist

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.

Permittee understands and agrees that the privilege granted may be modified or terminated by the City of Columbia at any time without notice and that the privilege granted hereby is subject to applicant's compliance with the following conditions, restrictions or limitations:

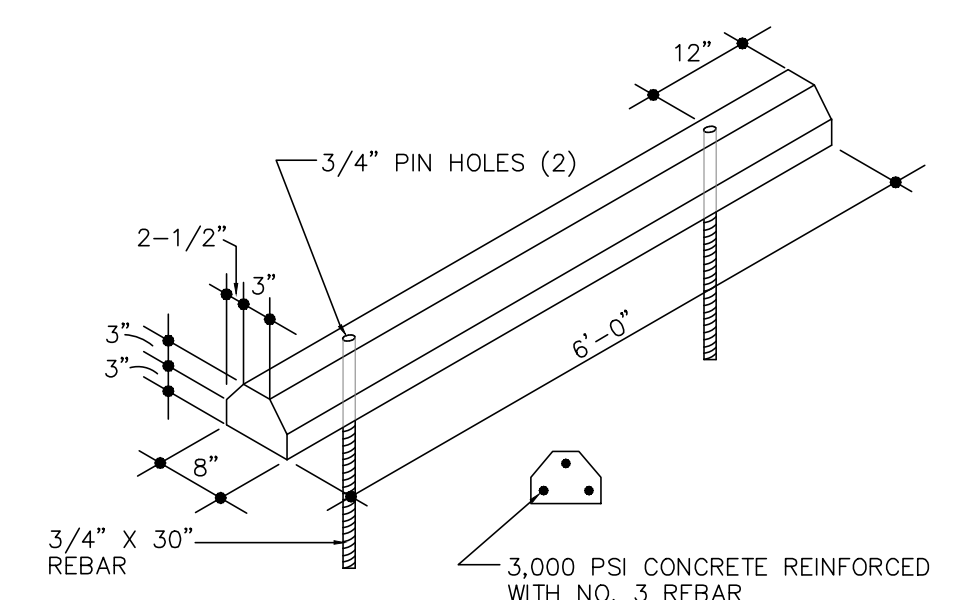
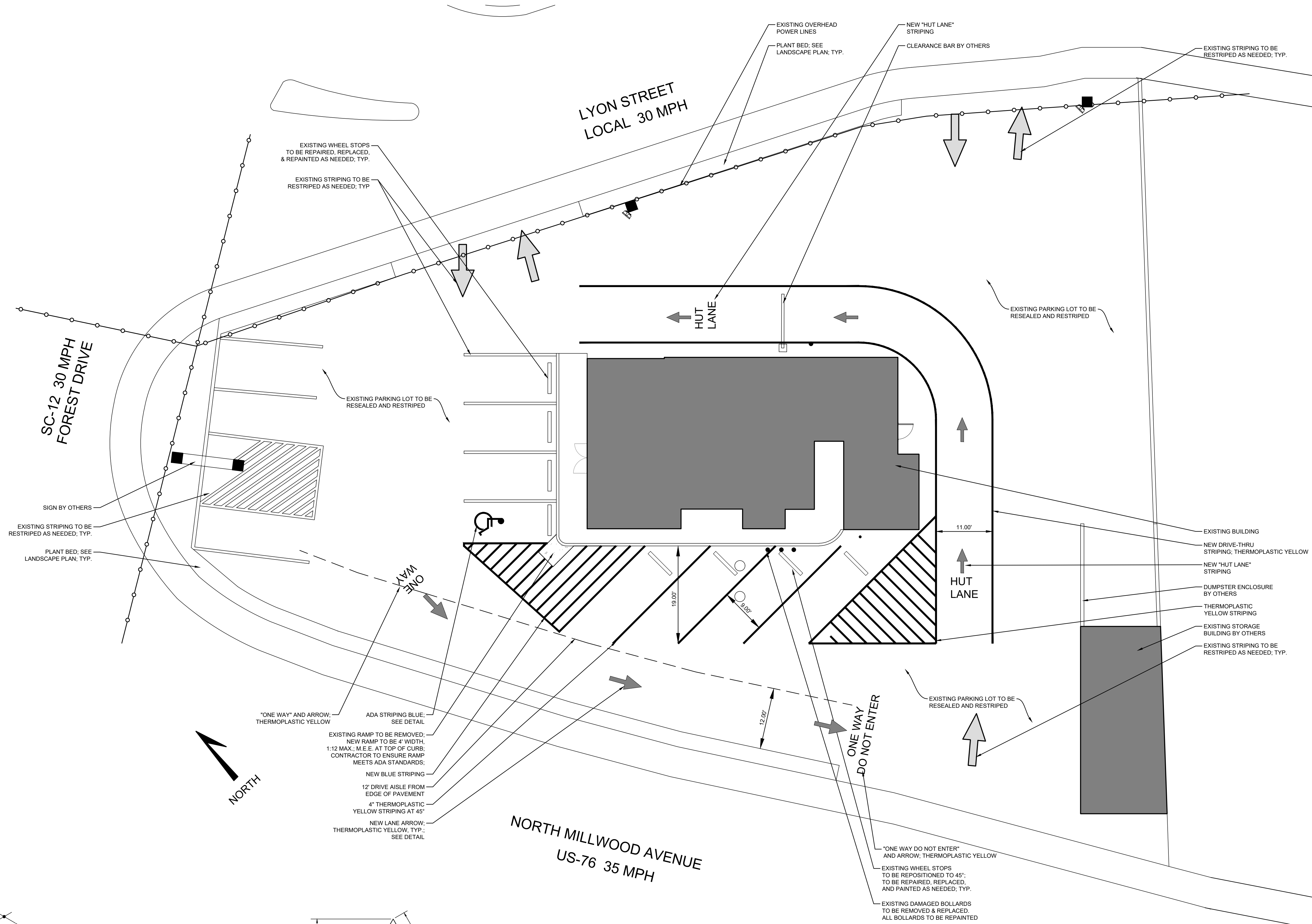
Permittee must comply with all existing City of Columbia and any other state or federal codes, rules and regulations, as applicable including the Americans with Disabilities Act, now in existence or hereafter enacted.

7. Signature

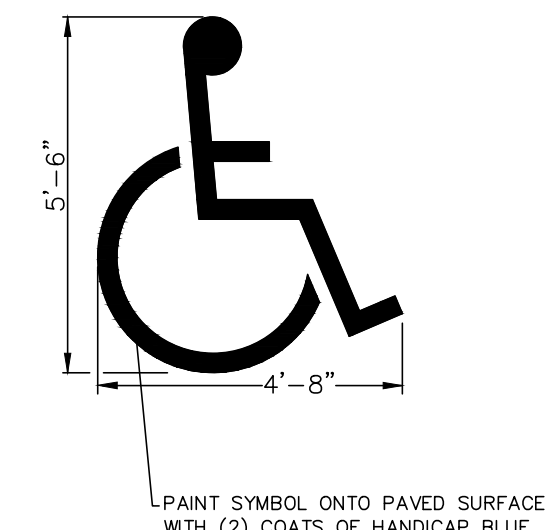
Signature of Applicant	
<i>Stuart Seagroves</i>	
Print Name Stuart Seagroves	Date 08/14/2023

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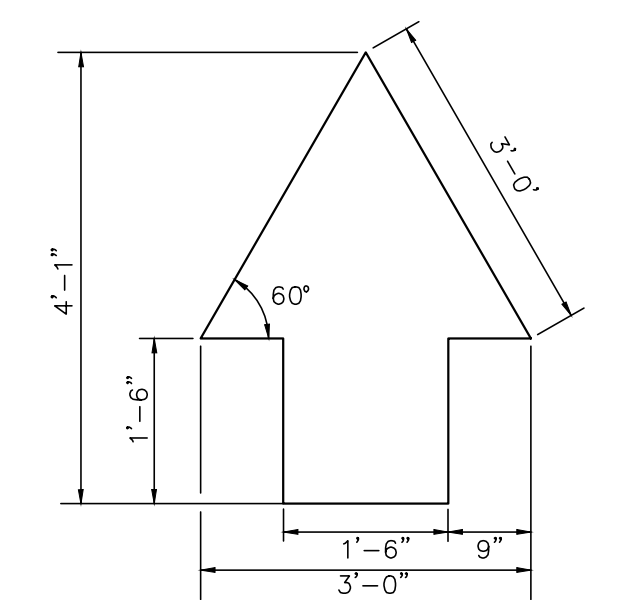
S:\projects\Drawings\1184-2400_Forest_Drive_P2222_Hut_Drawings\Sheet\1184-US-P2.dwg



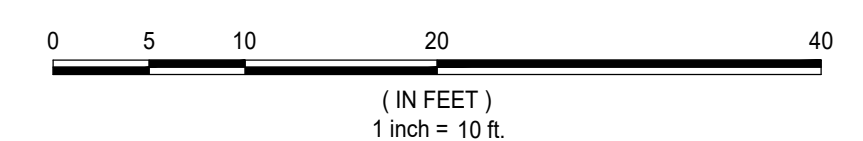
CONCRETE PARKING BLOCK (WHEEL-STOP) DETAIL
NOT TO SCALE



ADA PARKING SYMBOL DETAIL
NOT TO SCALE



STANDARD LANE ARROW DETAIL
NOT TO SCALE



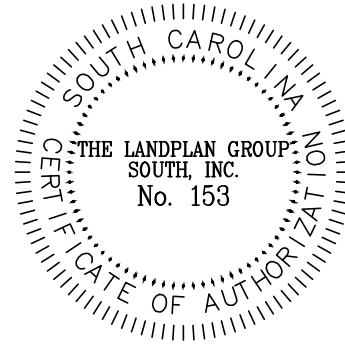
THE LANDPLAN GROUP SOUTH

LANDSCAPE ARCHITECTURE • ENGINEERING • PLANNING

1206 SCOTT STREET
COLUMBIA, SC 29201
803.256.0562
WWW.LANDPLANSOUTH.COM

REVISION	BY	APPD.	DATE
1.			MM/DD/YY
2.			
3.			
4.			
5.			

FILE NAME: 1184-US-PL
ONE CHD. DSN. ONE OS 2.3
ONE CHD. DSN. ONE OS 2.3



2400 FOREST DRIVE - PIZZA HUT

CITY OF COLUMBIA SOUTH CAROLINA

STRIPING PLAN

JOB #: 1184
SCALE: 1" = 10'
SHEET: L1 OF L2



UNDERGROUND LOCATORS.
CONTRACTOR SHALL CONTACT
THE UNDERGROUND LOCATORS
EVERY 10 DAYS FOR AN UPDATE
TO UTILITY LOCATIONS.

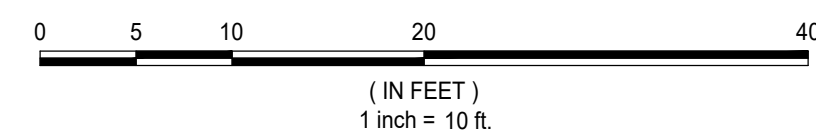
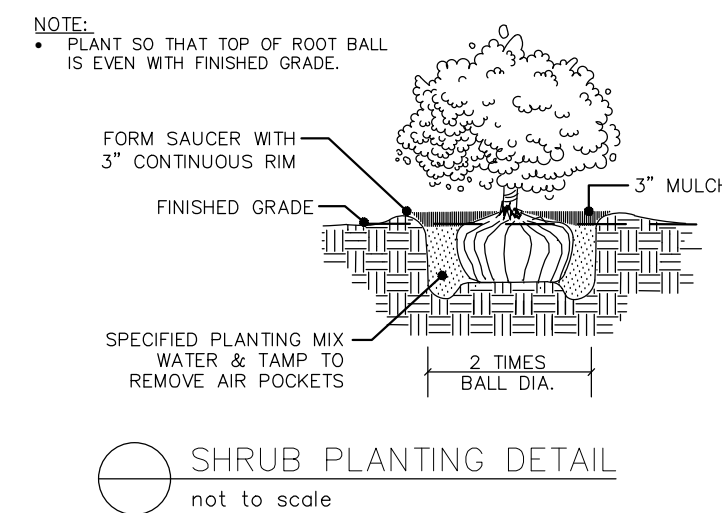
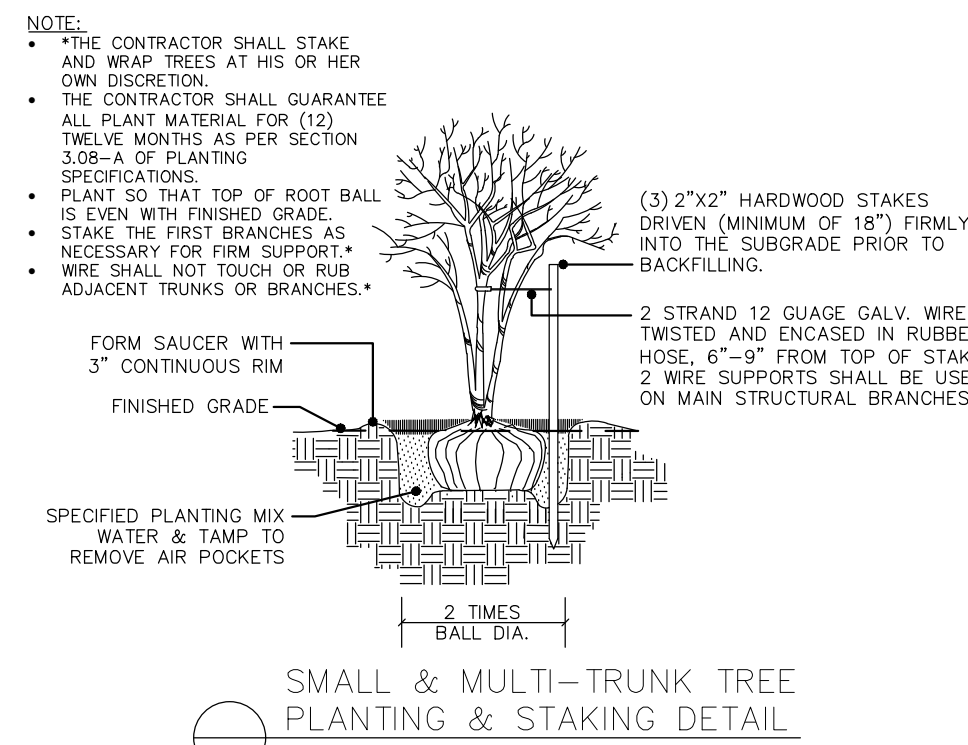


NORTH

- ALL NEW PLANTINGS TO BE MECHANICALLY IRRIGATED. CONTRACTOR TO TIE TO EXISTING IRRIGATION.
- DRAWING BASE FROM DCS, INC. CONTRACTOR TO VERIFY LAYOUT AND LINES OF SITE PRIOR TO CONSTRUCTION.
- PER CITY OF COLUMBIA CODE, THIS SITE IS NOT REQUIRED TO MEET A TREE DENSITY FACTOR.

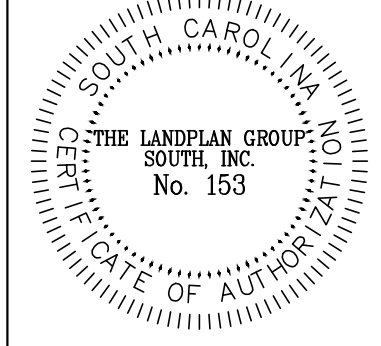
- QUANTITIES ARE SHOWN FOR INFORMATION ONLY. THE CONTRACTOR IS RESPONSIBLE FOR HIS OR HER OWN QUANTITIES. IF THERE IS A CONFLICT BETWEEN QUANTITIES AND SPACING, SPACING SHALL PREVAIL.
- ALL AREAS NOT COVERED BY CONSTRUCTION OR PLANT BED AREAS, SHALL BE PLACED IN TURF. ALL R.O.W. AREAS BETWEEN PLANT BEDS AND EDGE OF PAVEMENT SHALL BE PLACED IN TURF.
- THE CONTRACTOR SHALL OBTAIN ALL NECESSARY PERMITS AND LICENSEES FROM THE PROPER AUTHORITIES BEFORE BEGINNING ANY WORK WITHIN THE R.O.W. OR OFF SITE.

KEY	BOTANICAL NAME	COMMON NAME	QUANTITY	SIZE	SPACING
A	NYSSA SYLVATICA	BLACKGUM	3	2" CAL.	AS SHOWN
B	LAGERSTROEMIA INDICA 'NATCHEZ'	NATCHEZ CRAPE MYRTLE (SINGLE STEM)	6	2" CAL.	AS SHOWN
C	ILEX CORNUTA 'BURFORDII NANA'	DWARF BURFORD HOLLY	25	3 CAL.	AS SHOWN
D	ILEX GLABRA 'COMPACTA'	COMPACT INKBERRY	23	3 CAL.	AS SHOWN
E	BUXUS X 'GREEN VELVET'	GREEN VELVET BOXWOOD	35	3 CAL.	AS SHOWN
	CYNODON DACTYLON	419 BERMUDA SOD	±275 S.F.	SOD	AS SHOWN
	DOUBLE HAMMERED HARDWOOD MULCH	DOUBLE HAMMERED HARDWOOD MULCH	3" MIN. DEPTH	BALES	



REVISION	BY	APPD.	MM/DD/YY
1.			
2.			
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4.			
5.			

FILE NAME: 1184-LS-PL	OME	OME	DATE
	DRAWN	CHECKED	
			08/08/23
			MM/DD/YY



JOB #: 1184
SCALE: 1" = 10'
SHEET: L2 OF L2



We Are Columbia

MEETING DATE: September 19, 2023

DEPARTMENT: Legal Department

FROM: *Teresa Knox, City Attorney*

SUBJECT: Ordinance No.: 2023-110 - Authorizing the City Manager to execute the Sixth Amendment to ATM Site Lease with Truist Bank f/k/a Branch Banking and Trust Company (BB&T) for use of 3905 Ensor Avenue (Lutheran Survey Building)

FUNDING SOURCE & ORIGINAL BUDGET:

FOCUS AREAS: Planning Together

ATTACHMENTS:

- **#a:** 2023-110 - Truist Bank 3rd amend to lease - 3905 Ensor (Lutheran Survey Bldg).rtf (PDF)
- **#b:** APPROVED 3905 Ensor Ave ATM Columbia 6th Amendment (PDF)

ORDINANCE NO.: 2023-110

Authorizing the City Manager to execute the Sixth Amendment to ATM Site Lease with Truist Bank f/k/a Branch Banking and Trust Company (BB&T) for use of 3905 Ensor Avenue (Lutheran Survey Building)

BE IT ORDAINED by the Mayor and City Council this _____ day of _____, 2023, that the City Manager is authorized to execute the attached Sixth Amendment to ATM Site Lease with Truist Bank f/k/a Branch Banking and Trust Company (BB&T) for use of 3905 Ensor Avenue (Lutheran Survey Building).

Requested by:

Assistant City Manager Palen

Mayor

Approved by:

City Manager

Approved as to form:

ATTEST:


Deputy City Attorney

City Clerk

Introduced:
Final Reading:

LEGAL DEPARTMENT DRAFT

Address: 3905 Ensor Ave., Columbia, SC
Property ID: 991214

SIXTH AMENDMENT TO ATM SITE LEASE

THIS SIXTH AMENDMENT TO ATM SITE LEASE (this "**Amendment**"), dated as of the Effective Date (as hereinafter defined), between **CITY OF COLUMBIA** ("**Landlord**"), and **TRUIST BANK**, a North Carolina banking corporation, formerly known as Branch Banking and Trust Company ("**Tenant**"), recites and provides:

RECITALS

A. By ATM Site Lease dated as of November 29, 2004, as amended by First Amendment to Lease dated as of October 3, 2008, as further amended by Second Amendment to Lease dated as of November 29, 2008, as further amended by Third Amendment to Lease Agreement dated as of December 16, 2009, as further amended by Fourth Amendment to Lease Agreement dated as of April 16, 2013, and as further amended by Lease Renewal Agreement dated as of September 4, 2018 (collectively, the "**Lease**"), Landlord leases to Tenant and Tenant leases from Landlord those certain premises located at 3905 Ensor Ave., Columbia, SC (the "**Premises**"), upon the terms and conditions set forth therein.

B. Landlord and Tenant now desire to enter into this Amendment to extend the term of the Lease and to set forth certain additional understandings, all as more particularly described below.

AMENDMENT

FOR and in consideration of the mutual covenants and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. **Definitions; Recitals.** Unless specifically defined herein, all capitalized terms used in this Amendment shall have the meanings set forth in the Lease. The recitals to this Amendment are hereby incorporated into and made a part of this Amendment.

2. **Extended Term.** The current term of the Lease will expire on November 28, 2023. The Lease is hereby amended to extend the Term of the Lease for an additional period of one (1) year and two (2) days commencing on November 29, 2023 and expiring on November 30, 2024, unless sooner terminated as provided in the Lease (the "**Extended Term**"), upon the terms and conditions set forth in the Lease, as amended hereby.

3. **Renewal Term.** The Lease is hereby amended to provide that Tenant shall have the option to renew the Term of the Lease for one (1) additional period of two (2) years (the "**Renewal Term**"). Tenant may exercise the foregoing option to renew by providing Landlord with written notice thereof no later than sixty (60) days prior to the expiration date of the then current term of the Lease. If Tenant exercises the foregoing option to renew, all of the terms and provisions of the Lease shall apply for the Renewal Term, with the exception that (i) Tenant shall not have the right to renew the term beyond the Renewal Term set forth herein, and (ii) the rent payable during the Renewal Term shall be as set forth below. Tenant's failure to timely exercise its option to renewal shall be deemed a waiver of Tenant's renewal option. Tenant further acknowledges and agrees that all options of Tenant under the Lease to extend the term of the Lease, other than the Renewal Term above, are hereby waived in their entirety.

4. **Rent.** For the sake of clarity, the rent payable to Landlord during the Extended Term, and during the Renewal Term, if exercised by Tenant, shall be payable in monthly installments of \$450.00.

5. Notices. Notwithstanding any provisions of the Lease to the contrary, all notices required or permitted by any provision of the Lease may be sent by a reputable overnight delivery service or by electronic mail. Notwithstanding any provisions of the Lease to the contrary, any notice to Tenant required or permitted by any provision of the Lease may not be delivered to the Premises. The Lease is hereby amended so that the notice address for Tenant under the Lease is changed to the following:

If to Tenant: Truist Bank
 Attn: Lease Administration
 101 N. Cherry Street, Suite 710
 Winston-Salem, NC 27101
 Email: RealEstateServices-LeaseAdministration@truist.com
 Re: Property ID #991214

6. Form of Rent Payment. The Lease is hereby amended to reflect that Tenant's payment of all amounts due thereunder may be made by check, by automated clearinghouse (ACH), or by wire transfer, at Tenant's election. If it has not already done so, Landlord shall provide to Tenant a duly executed Form W-9, in customary form reasonably acceptable to Tenant, and a customary ACH form provided by Tenant. Landlord agrees to provide its wire transfer information as requested by Tenant for the payment of amounts due hereunder.

7. Permitted Transfers. Notwithstanding any provisions of the Lease to the contrary, Tenant shall have the right, without Landlord's consent, at any time during the term of the Lease, to assign or otherwise transfer the Lease and its rights thereunder, or sublet the Premises, in whole or in part, to (a) any corporation or other entity controlling, controlled by, or under common control with, Tenant, or to any parent or subsidiary (at any level) of Tenant; (b) a business entity with which Tenant or a parent or subsidiary (at any level) of Tenant merges or consolidates; (c) any corporation or other entity which shall be a successor of Tenant; (d) any corporation or other entity which has directly or indirectly acquired, or is concurrently therewith is directly or indirectly acquiring, ownership or control of a substantial portion of Tenant's assets; (e) a business entity directly or indirectly acquiring all or substantially all of the capital stock or other equity interests of Tenant or of any of Tenant's parent companies (at any level); or (f) another financial institution (any such transferee permitted pursuant to the foregoing shall be referred to as a "**Permitted Transferee**"); provided, however, that Tenant shall not be permitted to assign its interest in the Lease to consummate a step transaction in which the Lease is assigned to a wholly owned subsidiary whose only asset is the Lease, followed by a sale of such subsidiary's stock to a third party. If Tenant shall assign the Lease to any Permitted Transferee, Tenant shall be liable and responsible for the full and complete performance of the Lease and for all payments arising prior to the effective date of such assignment, but Tenant shall be relieved of any responsibility for any obligation, payment or performance falling due or arising after the effective date of such assignment; provided, however such Permitted Transferee has a net worth of at least \$100 million as of effective date of such assignment.

8. Signage and Trade Name. Notwithstanding any provisions of the Lease to the contrary, Tenant shall have the right, at its expense, from time to time, to change its trade name and associated signage under the Lease and Landlord shall have no approval rights over Tenant's trade name or logo. Landlord expressly acknowledges and agrees that it shall not have the right to use, copy or reproduce any of Tenant's or its affiliates signage, logos, trademarks or tradenames without the prior written consent of Tenant. Such logos, trademarks and tradenames are and shall remain solely the property of Tenant and its affiliates at all times.

9. Self-Insurance. Notwithstanding anything to the contrary set forth in the Lease, Tenant may self-insure, or contract with Tenant's parent corporation to insure, for all or any part of the insurance

required pursuant to the Lease, provided that (i) Tenant has in effect a program of self-insurance insuring Tenant as a named insured against such risks which program complies with any and all applicable laws with respect to self-insurance in the jurisdiction in which the Premises is located, (ii) the insuring entity maintains a net worth at least \$100 million, (iii) the failure to carry such insurance does not violate any legal requirement which is issued by any governmental or governmental agency with jurisdiction over the Premises or which is applicable to Tenant in the conduct of its business, and (iv) Landlord's interests under the self-insurance program will be consistent with the requirements set forth in the Lease. In addition, Tenant may carry the insurance required by the Lease in one or more blanket insurance policies.

10. Effective Date. “**Effective Date**” shall mean the last day that this Amendment is executed by the parties as set forth on the signature page hereof.

11. Ratification. Except as expressly amended hereby, the Lease is hereby ratified and confirmed and remains in full force and effect. In the event of any inconsistency between the terms of the Lease and this Amendment, the terms of this Amendment shall in all cases govern.

12. Acknowledgment of Non-Existence of Claims. Landlord represents to Tenant that there are no existing defaults or, to the actual knowledge of Landlord, any events, which with the giving of notice or the passage of time or both, would constitute a default under the Lease by Tenant.

13. Brokerage Commission. Each party represents and warrants that it has not engaged the services of or dealt with any broker, salesperson or other entity who may claim a commission or other payment in conjunction with this Amendment. Each party agrees to indemnify, defend and hold the other harmless from and against all loss, claims, costs and expenses (including attorneys' fees) caused by a breach of the foregoing representation.

14. Authorization. Each party represents and warrants to the other that this Amendment has been duly authorized, executed and delivered by all necessary action on its behalf, constitutes the valid and binding agreement of such party and is enforceable in accordance with its terms. Landlord represents and warrants to Tenant that (i) there are no mortgages, security deeds or deeds of trust encumbering the Premises which require the beneficiary of such mortgage, security deed or deed of trust to consent to this Amendment and that any failure of Landlord to obtain its lender's consent will not impair the validity of this Amendment as between Landlord and Tenant or as between Landlord's lender and Tenant in the event of a foreclosure or, if such consent is required, Landlord has obtained such consent, and (ii) Landlord is the sole owner of fee simple title to the Premises and the landlord under the Lease and there is no other person or entity who has an ownership interest in the Premises or the Lease or whose consent is required to this Amendment.

15. Successors and Assigns. This Amendment shall inure to the benefit of, and be binding upon, the parties hereto and their respective heirs, personal representatives, successors and assigns.

16. Entire Agreement. This Amendment, together with the Lease, constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes all prior discussions, understandings, agreements and negotiations between the parties hereto (including without limitation all previously-generated offers, counter-offers, expressions of interest, deal letters, term sheets and letters of intent, whether or not signed). This Amendment and the Lease may be modified only by a written instrument duly executed by the parties hereto.

17. Governing Law. This Amendment shall be construed and enforced in accordance with the laws of the jurisdiction in which the Premises are located, without regard to principles of conflicts of laws.

18. Counterparts; Delivery. This Amendment may be executed in any number of separate

counterparts by the parties hereto, each of which, when so executed and delivered, shall be deemed to be an original, and all of which counterparts, taken together, shall constitute one and the same instrument. Any signature page from any such counterpart may be attached to any other counterpart to complete a fully executed counterpart of this Amendment. Signatures to this Amendment (or to any assignment or amendment to this Amendment) transmitted in a commonly accepted electronic format that reproduces an image of the actual executed signature page shall be deemed a binding original and shall have the same legal effect, validity, and enforceability as a manually executed counterpart of the document to the extent and as provided for in the Federal Electronic Signatures in Global and National Commerce Act and the applicable state law based on the Uniform Electronic Transactions Act. In no event shall any party be obligated hereunder unless and until this Amendment has been fully executed and delivered by all parties hereto.

19. OFAC Disclosure. Landlord represents and warrants to Tenant (i) that neither Landlord nor any person or entity that directly or indirectly owns any interest in Landlord (other than any public shareholder) nor any of its officers, directors or managing members is a person or entity with whom U.S. persons or entities are restricted from doing business under regulations of the Office of Foreign Asset Control (“OFAC”) of the U.S. Department of the Treasury (including those named on OFAC’s Specially Designated and Blocked Persons List) or under any statute, executive order (including Executive Order 13224 (the “Executive Order”) signed on September 24, 2001 and entitled “Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism”), or other governmental action, (ii) that Landlord’s activities do not violate the International Money Laundering Abatement and Financial Anti-Terrorism Act of 2001 or the regulations or orders promulgated thereunder (as amended from time to time, the “Money Laundering Act”), and (iii) that throughout the term of the Lease, as amended hereby, Landlord shall comply with the Executive Order and with the Money Laundering Act.

20. Automatic Rescission. This Amendment shall be automatically rescinded and shall be null and void in the event this Amendment has not been fully-executed and delivered by all parties hereto within ninety (90) days after the date this Amendment is executed by the first of the parties to execute on the signature page hereof, TIME BEING OF THE ESSENCE.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have executed or caused this Amendment to be executed on their behalf by their duly authorized representatives as of the Effective Date.

LANDLORD:

CITY OF COLUMBIA

By: _____
 Print Name: _____
 Title: _____
 Date: _____, 2023

APPROVED AS TO FORM

 Legal Department City of Columbia, SC
 08/24/2023

TENANT:

TRUIST BANK, a North Carolina banking corporation

By: _____
 Print Name: _____
 Title: _____
 Date: _____, 2023



We Are Columbia

MEETING DATE: September 19, 2023

DEPARTMENT: Legal Department

FROM: *Teresa Knox, City Attorney*

SUBJECT: Ordinance No.: 2023-114 - Adopting the Commercial Revolving Loan Fund ("CRLF") Code, revised August 29, 2023

FUNDING SOURCE & ORIGINAL BUDGET:

FOCUS AREAS: Planning Together

ATTACHMENTS:

- **#a:** 2023-114 - adopt CRLF code (PDF)
- **#b:** 2023 Revolving Loan Fund Plan for legal review (PDF)

ORDINANCE NO.: 2023-114

Adopting the Commercial Revolving Loan Fund ("CRLF") Code, revised August 29, 2023

BE IT ORDAINED by the Mayor and Council this _____ day of _____, 2023, that
the attached Commercial Revolving Loan Fund Code, revised August 29, 2023 is hereby adopted.

Requested by:

Assistant City Manager Gentry

Mayor

Approved by:

City Manager

Approved as to form:


Deputy City Attorney

ATTEST:

City Clerk

Introduced:

Final Reading:

LEGAL DEPARTMENT DRAFT

COMMERCIAL REVOLVING LOAN FUND

8.1 PURPOSE

The City of Columbia, through economic development projects financed by the Commercial Revolving Loan Fund, seeks to improve the number and caliber of job opportunities, as well as to retain existing jobs within the City of Columbia. The City of Columbia seeks to foster entrepreneurship, innovation and productivity through investments in infrastructure development, capacity building, and business development in order to attract private capital investment and higher-skill, higher-wage jobs. Additionally, the City of Columbia seeks the revitalization of commercial corridors throughout the City.

This code provision applies to all of the City of Columbia's commercial revolving loan funds, including those funds capitalized with federal, state and local dollars, unless a fund is otherwise provided for under another section of this code.

Interest payments and fees may be utilized to defray the ongoing administrative costs of operating the CRLF. Principal and any interest not used for administrative expenses will revolve into the CRLF for relending. The City will comply with any and all federal regulations and caps regarding administrative expenses.

8.2 DEFINITIONS

1. *Commercial Revolving Loan Fund Committee of the City of Columbia (CRLF Committee).* Seven (7) member committee appointed by City Council to review and approve/disapprove loan applications
2. *CRLF:* Commercial Revolving Loan Fund
3. *CRLF Staff.* The staff of the City of Columbia
4. *Economic Development Administration (EDA).* A department of the United States Department of Commerce providing revolving loan funds to the City of Columbia
5. *Equity.* Total grants and private dollars brought to a project by a borrower from any source other than the City of Columbia.
6. *Minority Business.* A minority-owned business is a business which reflects 51% minority ownership and in control of management decisions. Minority refers to any individual of a race other than Caucasian (white)
7. *Participating lender.* Banks and other institutional lenders who, in the regular course of business, make commercial loans

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8. *Private commitment.* A commitment of funds needed for a project obtained from a bank, other lending institution, or legitimate private source
9. *Private to public dollar leveraging ratio.* The amount of private dollar investment, either through private commitment and/or a participating lender in a project in relation to the amount of public funds invested
10. *Small Business.* A small business is a start-up or expanding business which has 50 or fewer employees.
11. *Target Area.* From time to time the City may target a specific geographical area, census tract, corridor, or business type for funding. Such a designation will be considered a target area
12. *Total Project Cost.* Total direct costs incurred to carry out a project
13. *United States Department of Housing and Urban Development (HUD).* The Federal Agency that administers the Community Development Block Grant (CDBG) and any other federal funds awarded to the City Of Columbia
14. *Woman-owned business.* A business which reflects 51% female ownership and in control of management decisions is considered a women-owned business

8.3 TYPES OF LOANS

Commercial revolving loans may take the form of:

1. *Participation loans* made in conjunction with loans made by other public or private financial lending institutions, with subordination features, also known as gap financing;
2. *Commercial loans* with a minimum equity investment as determined by the funding source. (Equity investments can come from the owner, private and/or non-bank investors, grants, or other sources of equity.);
3. *Loans under \$10,000* which may not require bank participation or equity investment.
4. All loan types may offer special financing techniques, including moratoriums on interest and/or principal repayments for a specified period of time.

8.4 USE OF LOAN FUNDS

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1. Loans may be made to small businesses for the purpose of financing building construction, conversions, expansions, acquisition of land, buildings, machinery, equipment, supplies and materials or in particular cases of supplying working capital where it is deemed necessary by the staff and CRLF Committee.
2. Interest payments and fees may be utilized to defray the ongoing administrative costs of operating the CRLF. Principal and any interest not used for administrative expenses will revolve into the CRLF for relending. The City will comply with any and all federal regulations and caps regarding administrative expenses.

8. 5 ELIGIBLE APPLICANTS

1. The applicant must fit the definition of small business as defined by the City of Columbia - fifty (50) employees or less.
2. The business must be located within the corporate limits of the City of Columbia.
3. Applicants must agree to provide all information and business records requested pertaining to the loan or business during the application process or the term of the loan must be made available to the city. (Personal financial statements shall remain confidential.)
4. All principals or owners must agree to provide personal guarantees.
5. Applicants who have been in default on previous loans with the City of Columbia are not eligible for additional funding.
6. Minimum credit score. The City requires the applicant to have a minimum credit score of 600 to be eligible to apply for a commercial loan.
7. In order for a current loan recipient to be eligible for an additional loan, the applicant must meet the following conditions:
 - a. Minimum 50% equity requirement
 - b. Previous loan must either be paid off or have been in repayment for at least 2 years and be current with no late payments or defaults
 - c. Business must be in an identified target area of the City of Columbia
 - d. Business is unable to get all of the financing needed for the project from a private financial institution or other private source

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8.6 INELIGIBLE ACTIVITIES

Commercial revolving loan funds cannot be used for the activities listed below. City staff may reject applications for ineligible activities.

1. The direct or indirect refinancing of any pre-existing debt or subsidizing interest payments on an existing loan.
2. Funds for payment, distribution, or as a loan to owners, partners or shareholders of the applicant's business, except as ordinary compensation for services rendered.
3. Acquisition of an equity position in a private business,
4. Loan guarantees (a promise by one party to assume the debt obligation of a borrower if the borrower defaults on a loan).
5. The relocation of a business within the City of Columbia presently located outside of the Columbia commuting area.
6. Where the purpose of the loan is to finance the acquisition, construction, improvement or operation of real property which is to be held for speculative real estate ventures.
7. Where the purpose of the loan is to finance the creation, dissemination, or distribution of material deemed patently repugnant by commonly recognized community standards of decency or which has the effect of denying anyone their constitutionally guaranteed rights.
8. Where the effect of the granting of the loan would be to encourage a monopoly or be inconsistent with accepted practices of the American system of free competitive enterprise.
9. Where the applicant's business may not operate totally within the laws of the City of Columbia and the State of South Carolina.
10. Other activities prohibited by specific funding sources. See sections 8.18.1(c) for additional ineligible uses of EDA funds.
11. If City Staff determines that an application is ineligible for funding, a letter will be sent to the applicant within fourteen (14) business days of receipt. City Staff will notify the CRLF Committee of all applications that have been determined to be ineligible.

8. 7 FEES, INTEREST, TERMS AND LIMITS

1. Fees

Application Fee

A. A loan application fee of \$100, plus identifiable direct third-party charges (credit reports,), shall be collected at time of application to defer processing expenses.

Origination Fee

A loan servicing fee of up to one percent (1%) shall be added to the cost of the CRLF loan. Fees shall be predicated on local market conditions and commensurate to risk to the CRLF.

2. Interest

A. Unless otherwise dictated by the funding source, (see sections EDA - 8.18.4; CDBG – 8.19.5; CERF – 8.20.5) the interest rate to be charged on City of Columbia CRLF loans shall be set at no less than the lower of four (4) percent or 75 percent of the prime interest rate listed in the Wall Street Journal. ~~one percent (1%) below the current money center prime rate quoted in the Wall Street Journal.~~ This rate will change from time to time with changes in the prime rate. These changes will be reflected in the City's rate of interest on the last day of the month in which the change in prime rate occurs.

B. In no event shall the interest rate charged be less than four percent (4%) annually nor shall it be greater than the maximum interest allowed under state law. Adjustable interest rates and balloon/call provisions may be utilized.

3. Terms

Terms for repayment of loans may vary, but standard terms for repayment shall be as follows:

- A. Equipment: 7 to 10 years;
- B. Land and building: up to 25 years
- C. Inventory: up to 3 years
- D. Working Capital: up to 2 years
- E. Leasehold Improvements: up to 25 years
- F. All loans will have five (5) year balloon/call features

4. Limits

The city's maximum loan shall not exceed \$200,000.

The CRLF committee reserves the right to adjust the fees, interest, terms and limits when deemed necessary to carry out the goals of the commercial revolving loan fund program, however all federal requirements for lending programs must be met.

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8.8 LOAN REVIEW COMMITTEE

The CRLF Committee shall consist of seven (7) members who shall assume responsibility for final approval of loan applications. The CRLF committee will be comprised of (1) one attorney with business or corporate expertise, (2) a licensed commercial contractor, (3-4) two small business persons (of which one may represent a small business development agency or a non-profit business), (5) a local bank representative, (6) a senior staff/administration member with the City of Columbia and (7) the Community Development Director with the City of Columbia. Individuals for these positions will be appointed by city council for two (2) year terms. City staff/administration members on the committee must not be the direct or indirect supervisor of the city staff presenting loans for approval.

The CRLF Committee is authorized to do the following:

1. Approve/deny all loan requests;
2. Approve/deny loan modifications recommended by staff;
3. ~~Approve/deny subordination requests that would change the City's collateral position on an active loan;~~
4. Approve/deny referrals for legal action on defaulted loans;
5. Review policies and procedures which apply to CRLF funds; and
6. Review quarterly portfolio reports provided by OBO staff.

In determining whether a loan request should be approved or denied, the CRLF committee is to consider the underwriting guidelines established under Section 8.10.

Only the CRLF committee can reverse its decisions to approve or deny loan requests, modifications, and referrals for legal action.

The CRLF committee is a public body and is subject to the Freedom of Information Act. Any scheduled meeting convening a quorum of the membership, whether corporal or by electronic means (including a telephone conference) is subject to FOIA.

8.9 APPLICATION PROCEDURES

1. An application form and all required supporting documentation must be submitted prior to a loan request being analyzed by City staff.
2. Loan Applications must include the following to be considered complete:
 - a. Business Financial statements for the past three (3) years and interim statements for the current year submitted by an applicant showing the applicable date of the information given, and signed and certified by the applicant or his accountant. The COC may require an audited statement.
 - b. Personal financial statements for all principals of the business.

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- c. Federal Tax Returns for the past three (3) years and interim statements for the current year must be submitted for all existing businesses.
 - d. If an Applicant does not have three (3) years of tax returns or financial statements, the COC shall require personal tax returns of the principals in the business
 - e. Three most recent months of bank statements for the business or for start-up businesses with no bank history, three most recent months of statements for all principals of the business.
 - f. A detailed projection of earnings for the next three (3) years must be submitted by the applicant.
 - g. Incorporation documentation for incorporated businesses.
 - h. Verification of current number of employees.
 - i. All loan requests of more than \$50,000 require evidence demonstrating that credit is not otherwise available on terms and conditions that permit the completion or successful operation of the activity to be financed.
3. After a completed application has been submitted, the loan officer will review the file to ensure it meets all minimum underwriting criteria and present to the CRLF committee for approval within sixty (60) days.
 4. Applicants are required to attend CRLF committee meetings when their application is being reviewed.
 5. Applicants will be informed of their approval/denial status within seven (7) business days of the committee's decision.

8.10 UNDERWRITING CRITERIA (CONSIDERATION AND REVIEW OF APPLICATIONS)

Before submitting an Application Package to the CRLF Committee, City staff will review the package for the following underwriting criteria.

1. Adequate assurances are given that the loan can be repaid pursuant to proper terms and conditions based on review of financial statements and analysis of cash flow.
2. Adequate assurance that the loan is to accomplish an improvement which is warranted in light of current market conditions and an analysis of past performance and future projections.
3. The applicant must obtain a minimum private commitment of 10% (or higher as required by the applicable funding source-CDBG section 8.19.3; EDA section 8.18.3; CERF section 8.20.3) of the total project costs, where required. City of Columbia grants cannot be used to meet an applicant's minimum equity investment.

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4. Each loan must create or retain one job per \$35,000 borrowed. Each applicant must certify that all jobs to be created will be filled as proposed in the loan application and/or all jobs being retained would be lost to the business within two (2) years without public support.
5. The applicant's credit, capacity and collateral is adequate.
 - a. Borrowers should have a debt coverage ratio of 1.0-1.15 and above.
 - b. Applicants must show evidence of adequate and acceptable collateral sufficient to provide a legitimate secondary repayment source through the life of the loan.
 - i. Collateral should have a maximum loan to value ratio of:
 - (a) 50-75% for inventory, equipment and receivables and
 - (b) 80% for real estate
 - (c) The ratio for the loan value to the collateral needed shall be determined by staff.
 - ii. The City may take a subordinate position to other lenders.
 - iii. Collateral is required on all loans above \$10,000. Loans under \$10,000 may be approved with proper personal guarantees (and UCCs if applicable) to satisfy collateral requirements.
 - iv. Any subordination agreements occurring after loan closing may be executed by City staff unless the result would change the City's position to a lesser position, in which case loan committee approval is required. The CRLF Committee will be notified of any subordination executed.
6. The business data provided by the application shows the business as solvent, efficient and or profitable.
7. The applicant demonstrates adequate funding to complete the proposed improvement project.
8. The proposed improvements meet any applicable federal guidelines. It is the responsibility of city staff to ensure that all improvements funded with federal funds meet the appropriate federal guidelines prior to awarding funds.
9. No conflicts of interest or perceived conflicts of interest exist preventing award.
10. Preference will be shown to applicants included in one or more of the following classifications:
 - a. minority-owned small businesses;
 - b. women-owned small-businesses;
 - c. commercial and/or business activities which have a significant economic benefit;
 - d. acquisition and renovation of older buildings in a target area;
 - e. businesses involving new technology; and
 - f. applicants with high job and private to public dollar leveraging ratios

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After staff's analysis the underwriting criteria, all eligible completed Application Packages shall be submitted to the loan review committee for consideration.

8.11 LOAN CLOSING REQUIREMENTS AND MONITORING

1. Personal guarantees are required on all loans in addition to any other collateral requirements determined by the CRLF committee.
2. The City shall record UCC's for equipment, furniture and fixtures financed and/or used as collateral.
3. City staff should ensure that all loans are protected through adequate insurance coverage.

A. Key man insurance (an insurance policy taken out by a business to compensate that business for financial losses that would arise from the death or extended incapacity of an important member of the business) may be required under the following circumstances:

1. The business is a sole proprietorship with no succession plan.
 2. The loan amount is greater than \$50,000.
 3. There is no real estate used as collateral for the loan.
4. It is the responsibility of the City staff to collect financial statements and tax documents throughout the life of the loan as well as to inspect all collateral. It is the responsibility of the borrower to provide all requested information as part of the terms of the loan.
 5. The city CRLF staff shall have the right to inspect, at reasonable hours, any facilities, equipment, premises, books, and records pertaining to the processing of a loan application or in the administration of a loan granted to the business under this program.
 6. The City staff is to monitor job creation and/or retention for three (3) years from the closing date of a loan.

8.12 REPORTING

A semi-annual report will be completed in July and January of every year and presented to City Council as public record of the performance and management of the fund.

8.13 DELINQUENCY AND DEFAULT

Delinquency is defined as:

- A. past due – up to 30 days late,
- B. seriously delinquent – from 30 to 90 days late; and
- C. Default – over 90 days late.

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1. Past due loans will be monitored by the Loan Servicing Agent, if applicable, and/or City staff and borrowers will be contacted to collect payment.
2. If a borrower should become seriously delinquent, the following actions may be taken, with the approval of the CRLF Committee:
 - a. to postpone, defer or otherwise modify the loan terms for a specified work-out period;
 - b. cancel all or a portion of the debt in consideration of borrower's transfer of collateral to the lender in lieu of foreclosure.
3. Loans more than 90 days past due are in default. In cases where it is determined that funds cannot be collected, foreclosure action may be initiated with the approval of the CRLF committee. Should the CRLF committee decide to recommend legal action, case files should be transferred to the legal department who will take appropriate action in conjunction with the private lenders or the city manager who may specify other possible action.

8.14 LOAN SERVICING

1. Subsequent to approval and commitment, CRLF staff will coordinate loan closing with the other participating lender, borrower, and closing attorney. A document file will be established by CRLF staff when the loan is booked in by accounting. Receipt of post-closing documentation and periodic submission of financial statements will be monitored by CRLF staff. Borrower will be responsible for full compliance with terms, provisions and conditions contained within the loan documents.

CRLF loans will be of three (3) types with regards to servicing responsibilities:

- a. A joint loan made in concert with a private lender (lead lender) where the lead lender services the loan and periodically remits to the city its participant's share of monies collected.
- b. A separate city loan funded by CRLF and underwritten in concert with and related to the loan of the leads lender but independently evidenced and secured. In this instance, the city's loan will be serviced by the lead lender or a loan servicing agent selected by the city.
- c. All loans not serviced by the lead lender or a loan servicing agent selected by the City will be serviced by City staff.

8.15 INSPECTION OF PREMISES AND RECORDS

1. Subsequent to approval and commitment, city staff will coordinate loan closing with the private or public lender where applicable, borrower and closing attorney. Receipt of post-closing documentation and periodic submission of financial statements will be monitored by City staff. Borrower will be responsible for full compliance with terms, provisions and conditions contained with the loan documents.

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2. The City staff, or its servicing agent, shall have the right to inspect at reasonable hours any facilities, equipment, premises, books, and records pertaining to the processing of a loan granted to the business under this program.

8.16 PRIVACY PROTECTION POLICY

City staff collects sensitive information from businesses and individuals and must comply with city and federal privacy regulations. All loan files must be secure to maximize maintenance of privacy. In the event of a Freedom of Information Request, personal financial information and trade secrets may not be publicly disclosed.

8.17 PORTFOLIO GOALS AND PERFORMANCE

1. The CRLF as a whole should create or retain one job per \$15,000 borrowed.
2. Working capital loans shall be initially limited to thirty percent (30%) of the total Commercial Revolving Loan Fund Program's portfolio
3. A goal of 40% minority participation in the initial CRLF was established at the request of EDA. The City of Columbia will continue to commit to this goal with all loan funds governed by this code. The percentage may be determined by the amount of funds committed.
4. A goal of 35% women-owned businesses participation shall also apply.
5. Loans for start-up businesses shall be limited to thirty percent (30%) of the total Commercial Revolving Loan Fund Program's portfolio

8.18 ECONOMIC DEVELOPMENT ADMINISTRATION (EDA) FUNDS THROUGH THE DEPARTMENT OF COMMERCE

1. Specific EDA RLF Requirements

a. Use of RLF Cash Available for Lending. The City must use RLF Cash Available for Lending for the purpose of making loans that are consistent with an approved Revolving Loan Fund Plan (RLF) or such other purposes approved by the EDA. To ensure that grant funds are used as intended, each loan agreement must clearly state the purpose of each loan. (See 13 C.F.R. § 307.17(a).)

b. Bank Participation. This fund requires bank participation. A letter of credit must be submitted with the loan application.

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c. Restriction on Use of RLF Cash Available for Lending. In addition to City of Columbia ineligible uses, RLF Cash Available for Lending shall not be used to:

i. Provide for borrowers' required equity contributions under other Federal Agencies' loan programs;

ii. Enable borrowers to acquire an interest in a business, either through the purchase of stock or through the acquisition of assets, unless sufficient justification is provided in the loan documentation. Sufficient justification may include acquiring a business to save it from imminent closure or to acquire a business to facilitate a significant expansion or increase in investment with a significant increase in jobs. The potential economic benefits must be clearly consistent with the strategic objective of the RLF;

iii. Provide RLF loans to a borrower for the purpose of investing in interest bearing accounts, certificates of deposit or any investments unrelated to the RLF;

iv. Refinance existing debt, unless:

(a) The City sufficiently documents in the loan documentation a "sound economic justification" for the refinancing (e.g. the refinancing will support additional capital investment intended to increase business activities); or

(b) The RLF Cash Available for Lending will finance the purchase of the rights or a prior lien holder during a foreclosure action which is necessary to preclude a significant loss on an RLF loan. RLF funds may be used for this purpose only if there is a high probability of receiving compensation from the sale of assets sufficient to cover an RLF's costs plus a reasonable portion of the outstanding RLF loan within a reasonable timeframe approved by EDA following the date of refinancing.

2. Loan Amount. The maximum loan amount is \$200,000.

3. Private Commitment Requirement for each loan. RLF awards cannot exceed 50% of the total project cost (a minimum of 50% of the total project cost required to be from other non-RLF sources). The RLF loans funded by EDA require a 2 to 1 non-RLF match.

4. Interest Rates. The minimum interest rate the City may charge pursuant to EDA guidelines is four (4) percentage points below the lesser of the current Money Center Prime Interest Rate quoted in the Wall Street Journal or the maximum interest rate allowable under state law. In no event shall the interest rate be less than the lesser of four (4) percentage points or seventy-five percent (75%) of the prime interest rate quoted in the Wall Street Journal.

5. Leveraging of RLF Portfolio. RLF loans must be used to leverage additional investment of at least two dollars for every dollar of such RLF loans. This leveraging requirement applies to the RLF portfolio as a whole rather than to individual loans and is effective for the duration of the

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RLF's operation. To be classified as leveraged, additional investment must be made within twelve (12) months prior to approval of an RLF loan, as part of the same business development project, and may include:

- a. capital invested by the borrower or others;
- b. financing from private entities;
- c. the non-guaranteed portion and ninety (90) percent of the guaranteed portions of any Federal loan; or
- d. loans from other state and local lending programs.

Private investments shall not include accrued equity in a borrower's assets.

6. A goal of 40% minority participation in the initial CRLF was established at the request of EDA. The City of Columbia will continue to commit to this goal with all loan funds governed by this code. The percentage may be determined by the amount of funds committed.

8.19 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) FUNDS

The City of Columbia may from time to time allocate additional Community Development Block Grant (CDBG) dollars for revolving loan fund use.

1. Specific CDBG requirements

A. Eligible activity: All projects must be an eligible activity per HUD regulations (Title 24 Section 570.201-202). Examples of eligible activities include, but are not limited to: acquisition, code enforcement, commercial rehabilitation, technical assistance, planning, micro-enterprise development, and special economic development.

B. National Objective: All projects must also meet one of HUD's national objectives: (a) benefit to low/moderate income persons, (b) eliminate/prevent slum or blight, or (c) urgent community need. If a project is located within a designated empowerment zone or eligible census tract there is a presumption of meeting the low/moderate income benefit standard.

C. Public Benefit: If a project is designated as special economic development, in addition to being an eligible activity meeting a national objective, it must also meet HUD's public benefit standards.

2. The maximum loan amount shall be \$200,000. The CRLF committee may adjust this limit in keeping with the requirements of the funding source.

3. A minimum equity investment of 10% by the borrower is required.

4. All loan requests of more than \$50,000 require evidence demonstrating that credit is not otherwise available on terms and conditions that permit the completion or successful operation of the activity to be financed.

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5. Interest Rate: See Section 8.7(2).

8.20 COLUMBIA ECONOMIC RENAISSANCE FUND (CERF).

1. Specific CERF requirements: This fund is capitalized with general fund dollars. Bank participation is not required; however, it is encouraged.

A. Eligible applicants and uses: Developers, including City of Columbia development corporations and businesses owners are eligible to apply for funding based on the eligible activities listed below:

- i. Developers and development corporations: property acquisition and pre-construction costs.
 - ii. Business owners: property acquisition, construction, business expansion, and other activities related to economic development.
2. The maximum loan shall be \$200,000 for any one project. However, the CRLF committee may adjust this limit based on available funding.
3. A minimum equity investment of 10% by the borrower is required.
4. All loan requests of more than \$50,000 require evidence demonstrating that credit is not otherwise available on terms and conditions that permit the completion or successful operation of the activity to be financed.

5. Interest Rate: See Section 8.7(2).

A. Loans may have an interest only component.

6. Development and rehabilitation projects must be complete within two (2) years of closing.

8.21 CONFLICT OF INTEREST

1. Any interested parties, including City officials, OBO employees, commercial revolving loan fund committee members and any other parties that advise, approve, recommend or otherwise participate in business decisions of the commercial revolving loan fund committee, may not receive any direct or indirect financial or personal benefits in connection with the approval and awarding of a loan. These financial interests may include employment, as an employee or through contractual services, stock ownership, a creditor or debtor relationship or prospective employment, with the organization selected or to be selected for an award.

2. An interested party may not use their position for a purpose that constitutes or presents the appearance of personal or organizational conflicts of interest or of personal gain. An appearance of impairment of objectivity could result from an organizational conflict where, because of other

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activities or relationships with other persons or entities, a person is unable or potentially unable to render impartial assistance or advice.

3. When a conflict of interest or perceived conflict of interest arises the following safeguards will be implemented to assure that the integrity of the loan award decision is not compromised.

a. Any staff or committee member aware of any conflict of interest, or perceived conflict of interest, has a duty to disclose the conflict to the CRLF chair and/OBO director. Such conflict of interest shall be disclosed in writing and presented to city staff for dissemination to the CRLF and the City Manager.

b. Failure to disclose a conflict of interest can result in removal from the CRLF Committee. Committee members that fail to disclose a conflict of interest resulting in a determination of conflict of interest from the federal funding source and a requirement that the funds be repaid may be liable for any funds awarded under the code that are deemed ineligible or must be returned to any agency as a result of the conflict

c. When a conflict of interest or perceived conflict of interest arises, the commercial revolving loan committee may not loan funds to an interested party.

d. If an interested party has, or has had a business relationship with a CRLF loan applicant within a year of the application, they will not be permitted to participate in the loan application review and must recuse themselves from the decision-making process when the loan is funded with City or CDBG dollars.

e. If the City of Columbia has a financial interest, either directly or indirectly in an applicant's project, any CRLF committee members who are city employees must recuse themselves from the decision-making process to avoid any appearance of organizational conflict of interest.

4. A business in which a city employee has an ownership interest is eligible to apply for commercial revolving loan funds, so long as none of the conflicts of interest above, or designated by federal guidelines, apply.

5. The City and the CRLF committee members must comply with all additional federal conflict of interest provisions that may apply.



Revolving Loan Fund Plan

Submitted to:

Economic Development Administration (EDA)

November ~~14, 2018~~XX, 2023

By:

The City of Columbia

Office of Business Opportunities (OBO)

~~1225 Lady~~1401 Main Street, 4th Floor

Columbia, SC 29201

Section I: Revolving Loan Fund Strategy

Name of Organization

City Of Columbia, South Carolina

List of Counties Comprising the Lending Territory

The lending territory is the city limits of the City of Columbia, South Carolina which is within Richland County, South Carolina

I. Business Development Objectives

The City of Columbia, South Carolina, through economic development projects financed by the EDA funded Revolving Loan Fund, (RLF), seeks to:

1. Improve the number and caliber of job opportunities in the City of Columbia;
2. Retain existing jobs within the City of Columbia;
3. Foster entrepreneurship, innovation and productivity through investments in infrastructure development, capacity building, and business development in order to attract private capital investment and higher-skill, higher-wage jobs; and
4. Foster revitalization of commercial corridors throughout the City.

II. The Central Midlands Council of Government (CMCOG) Comprehensive Economic Development (CED) Strategy is the culmination of a strategic planning process to develop a five-year vision and policy framework for strengthening the regional government. The City of Columbia's RLF supports the following goals and objectives of the 2022-2027 CMCOG's CED:

- **Education and Workforce:** Support programs focused on removing barriers for small, minority, and women owned businesses (SWMBEs);
- **Economy:** Support entrepreneurship and small business development across the region, build small business capacity for the growth and creation of quality, living wage jobs by coordinating and expanding lending/funding opportunities, expanding pool of start ups by breaking down barriers to entry and building stronger sense of entrepreneurial community; and
- **Resilience:** Build SWMBE capacity for growth and development of livable wage jobs by expanding access to capital, expand access to capital, and support micro-lending programs.

II. Analysis of Capital Markets

Survey data from the Federal Reserve show that nationally, the number of businesses that applied for financing but did not receive any has steadily increased from 2016 to 2021.¹ The data show that this inability to get the full financing sought was particularly heightened among minority-owned businesses and businesses with fewer employees, and these numbers increased dramatically between 2019 and 2021.² Debt financing is also a crucial tool for small businesses to be able to hire employees; there is a strong correlation between a small business owner's ability to hire and their ability to access credit (National Small Business Association 2016).³ The National Small Business Administration also found that an inability to secure financing may have led 16 percent of small businesses to reduce their staff and around 10 percent of small businesses to reduce employee benefits. Credit is especially important for growth among small businesses with few employees. Companies continue to show interest in the Columbia market due to strong market drivers, increasing population, and diverse industries continuing to locate in this area. The projected employment growth rate for Columbia is 27.4% over the next 10 years.

According to the FDIC State Profile, Columbia has a total of 26 banking institutions with deposits of \$28.467 million at the end of Q1 2023, however small businesses continue to have limited access to sufficient capital. Even the alternative lending institutions in the region have limited resources and present barriers for start-up businesses. The need for capital in Columbia is due to the tightening of credit and lending constraints by various entities including but not limited to FDIC banks, NCUA credit unions, and private lenders. Lending institutions are less comfortable providing funding to small businesses, due to the increased risk. We have seen stricter guidelines as the country bounces back from the economic impact of the pandemic.

The City of Columbia's RLF program has proven successful in providing funding to small businesses that may otherwise have limited options. In addition, these revolving loan funds are a flexible source of capital that can be used in combination with more conventional sources. Often, these funds are a bridge between the amount the borrower can find on the private market and the amount required to start or sustain a business. Due to the competitive rates and flexible terms, a revolving loan fund provides access to possible financing sources for borrowers, while lowering overall risk for participating institutional lenders.

III. RLF Financing Strategy

Loans may be made to small businesses for the purpose of financing building construction, conversions, expansions, acquisition of land, buildings, machinery, equipment, supplies and

¹ Federal Reserve, Small Business Credit Survey, 23 (2022).

<https://www.fedsmallbusiness.org/survey/2022/report-on-employer-firms>

² For example, for businesses with 1 to 4 employees in 2019, 55 percent received less than the full financing sought, and by 2021, this number climbed to 77 percent. For businesses with more employees, they were more likely to report receiving the full amount of funding requested.

³ National Small Business Association. 2012. "Small Business Access to Capital Survey." Washington, DC: National Small Business Association.

---. 2016. "Bank Examiners and Credit Scores." Washington, DC: National Small Business Association.

materials or in particular cases of supplying working capital where it is deemed necessary by the RLF Committee for the City of Columbia.

Accounting Principles

1. RLF's shall operate in accordance with generally accepted accounting principles ("GAAP") as in effect from time to time in the United States and the provisions outlined in OMB Circular A-133 and the Compliance Supplement, as applicable.
2. In accordance with GAAP, a loan loss reserve may be recorded in the RLF financial statements to show the fair market value of the RLF's loan portfolio, provided this loan loss reserve is non-funded and represents non-cash entries (307.15).

Additionally, the City of Columbia RLF requires that:

1. Loan applicants must demonstrate the ability to repay the debt based on the terms of the loan;
2. Applicants must show evidence of adequate and acceptable collateral where required; and
3. Applicants who have been in default on previous loans with the City of Columbia are not eligible for additional funding.

III.V. RLF Financing Policies

Underwriting Criteria

The City of Columbia RLF uses the following underwriting criteria as the basis for financing decisions.

1. Adequate assurances are given that the loan can be repaid pursuant to proper terms and conditions based on review of financial statements and analysis of cash flow.
2. Adequate assurance that the loan is to accomplish an improvement which is warranted in light of current market conditions and an analysis of past performance and future projections.
3. The applicant's credit, capacity and collateral is adequate. The City of Columbia may take a subordinate position to other lenders. Borrowers should have a Debt Coverage Ratio of 1.0-1.15 and above. Collateral should have a maximum Loan to Value Ratio of 50-75% for inventory, equipment and receivables and 80% for Real Estate
4. The business data provided by the application shows the business as solvent, efficient and or profitable.
5. The applicant demonstrates adequate funding to complete the proposed improvement project.
6. Each loan is required to create or retain at least one job per \$35,000 in funds awarded
7. The proposed improvements meet any applicable federal guidelines. It is the responsibility of city staff to ensure that all improvements funded with federal funds meet the appropriate federal guidelines prior to awarding funds.
8. No conflicts of interest or perceived conflicts of interest exist preventing award.
9. Preference will be shown to applicants included in one or more of the following classifications:
 - a. minority-owned small businesses;
 - b. women-owned small-businesses;
 - c. commercial and/or business activities which have a significant economic benefit;
 - d. acquisition and renovation of older buildings in a target area;
 - e. businesses involving new technology; and
 - f. applicants with high job and private to public dollar leveraging ratios

Terms

The maximum loan amount is \$200,000.

Terms for repayment of loans may vary, but standard terms for repayment shall be as follows:

- A. Equipment: 7 to 10 years;
- B. Land and building: up to 25 years
- C. Inventory up to 3 years with review every six months
- D. ~~working~~Working capital: up to 2 years with review every six months
- E. Leasehold Improvements: up to 25 years
- F. All loans will have five (5) year balloon/call features

Limits

Working capital loans shall be initially limited to thirty percent (30%) of the total Revolving Loan Fund Program's portfolio. Loans to start-up businesses shall be limited to 30% of the Total Revolving Loan Fund Portfolio.

Bank Participation

The City of Columbia, South Carolina requires bank participation on all loans funded through the EDA CRLF. ~~A letter of credit must be submitted with the loan application.~~ A letter of credit turn-down is not required rather, "evidence that credit is not otherwise available to the applicant on terms and conditions that permit the completion or successful operation of the project", i.e. a file note specifying this, is sufficient. (307.11).

EDA funds require evidence demonstrating that credit is not otherwise available on terms and conditions that permit the completion or successful operation of the activity to be financed. (307.11)

The City of Columbia may waive this requirement in the aftermath of a natural disaster or for a period of eighteen (18) months after the disaster. Also, this requirement may be waived during the period of a federally declared national economic recession and the eighteen (18) months after such recession.

Any federal, state, or local loan program may also be used to meet the participation requirement for EDA CRLF loans.

Additional Eligibility Requirements

1. The applicant must fit the definition of small business as defined by the City of Columbia (fifty employees or less).
2. The business must be located within the corporate limits of the City of Columbia, South Carolina.
3. Each applicant must agree to comply with all applicable federal, state or local rules and regulations and to pay any and all fees required by the City of Columbia for participation in the commercial revolving loan fund program.
4. Each applicant must certify that all jobs to be created will be filled as proposed in the loan application and/or all jobs being retained would be lost to the target area without public support.
5. Principals must provide personal guarantees.

6. An applicant unable to obtain the desired financing at reasonable terms from the financial lending institution in which the applicant principally deals is eligible.

Ineligible Uses

RLF Cash Available for Lending shall be used for the purpose of making RLF loans that are consistent with an RLF Plan or such other purposes approved by EDA. To ensure that RLF funds are used as intended, each loan agreement must clearly state the purpose of each loan.

RLF Cash Available for Lending shall not be used as follows:

1. Acquire an equity position in a private business;
2. -Subsidize interest payments on an existing RLF loan;
3. -Provide for borrowers' required equity contributions under other Federal Agencies' loan programs;
4. Enable borrowers to acquire an interest in a business either through the purchase of stock or through the acquisition of assets, unless sufficient justification is provided in the loan documentation. Sufficient justification may include acquiring a business to save it from imminent closure or to acquire a business to facilitate a significant expansion or increase in investment with a significant increase in jobs. The potential economic benefits must be clearly consistent with the strategic objectives of the RLF;
5. Provide RLF loans to a borrower for the purpose of investing in interest bearing accounts, certificates of deposit or any investment unrelated to the RLF; or
6. Refinance existing debt, unless:
 - i. The RLF Recipient sufficiently demonstrates in the loan documentation a “*sound economic justification*” for the refinancing (e.g., the refinancing will support additional capital investment intended to increase business activities). For this purpose, reducing the risk of loss to an existing lender(s) or lowering the cost of financing to a borrower shall not, without other indicia, constitute a sound economic justification; or
 - ii. RLF Cash Available for Lending will finance the purchase of the rights of a prior lien holder during a foreclosure action which is necessary to preclude a significant loss on an RLF loan. RLF funds may be used for this purpose only if there is a high probability of receiving compensation from the sale of assets sufficient to cover an RLF's costs plus a reasonable portion of the outstanding RLF loan within a reasonable time frame approved by EDA following the date of refinancing. (307.17)
7. The relocation of a business within the City of Columbia presently located outside of the Columbia commuting area.
8. Where the purpose of the loan is to finance the acquisition, construction, improvement or operation of real property which is to be held for speculative real estate ventures.
9. Where the purpose of the loan is to finance the creation, dissemination, or distribution of material deemed patently repugnant by commonly recognized community standards of decency or which has the effect of denying anyone their constitutionally guaranteed rights.

10. Where the effect of the granting of the loan would be to encourage a monopoly or be inconsistent with accepted practices of the American system of free competitive enterprise.
11. Where the applicant's business may not operate totally within the laws of the City of Columbia and the State of South Carolina.

~~IV~~12. Serve as collateral to obtain credit or any other type of financing without EDA's prior written approval (e.g., loan guarantees).

13. Support operations or administration of the RLF grantee except in specific circumstances approved by EDA.

14. Undertake any activity that would violate EDA Property regulations found at 13 CFR part 314.4.

15. Non-relocation. Recipient must not use RLF Award funds to induce the relocation of existing jobs within the U.S. that are located outside of Recipient's jurisdiction to within its jurisdiction in competition with other U.S. jurisdictions for those same jobs. In the event that EDA determines that RLF Award funds were used for such purposes, EDA may pursue appropriate enforcement action, including suspension of disbursements and termination of the RLF Award, which may include the establishment of a debt requiring the Recipient to reimburse EDA.

16. Finance gambling activity, performances or products of a prurient sexual nature, or any illegal activity, including the cultivation, distribution, or sale of marijuana that is illegal under Federal law.

V. RLF Portfolio Standards

RLF Leveraging

RLF loans must leverage an additional investment of at least two dollars for every one dollar of such RLF loans. This leveraging requirement applies to the RLF portfolio as a whole rather than to individual loans and is effective for the duration of the RLF's operation. To be classified as leveraged, additional investment must be made within twelve (12) months of approval of an RLF loan, as part of the same business development project, and may include:

- i. Capital invested by the borrower or others;
- ii. Financing from private entities;
- iii. The non-guaranteed portions and ninety (90) percent of the guaranteed portions of any federal loan; or
- iv. Loans from other state or local lending programs.

Private investments shall not include accrued equity in a borrower's assets. (307.15)

Private Equity Investment

RLF loans funded by EDA encourage a 2 to 1 match and have a minimum of 50% of the total project cost required to be from other non-RLF sources of equity for each loan.

Minority and Woman owned Business Participation

A goal of 40% minority participation in the initial CRLF was established ~~at the request of EDA.~~ The City of Columbia will continue to commit to this goal with all loan funds governed by this code. The percentage may be determined by the amount of funds committed. Additionally, a goal of 35% participation of woman-owned businesses shall be established for the fund.

Section II. Operational Procedures

I. Organizational Structure

The EDA CRLF is managed by the City of Columbia through the Office of Business Opportunities (OBO). The OBO has a Director and a Commercial Loan Officer primarily responsible for managing the RLF and coordinating the activities of the Commercial Revolving Loan Fund (CRLF) Committee.

II. Commercial Revolving Loan Fund (CRLF) Committee

The CRLF Committee consists of seven (7) members who assume responsibility for final approval of loan applications. The CRLF committee is comprised of (1) attorney with business or corporate expertise, (2) a licensed commercial contractor, (3-4) two small business persons (of which one may represent a small business development agency), (5) a local bank representative, (6) a senior staff/administration member with the City of Columbia and (7) the Community Development Director of the City of Columbia. Individuals for these positions are appointed by City Council for two (2) year terms. City staff members on the committee must not be the direct supervisor of the city staff presenting loans for approval.

The CRLF Committee is authorized to do the following:

1. Approve/deny all loan requests;
2. Approve/deny loan modifications recommended by staff;
3. Approve/deny referrals for legal action on defaulted loans;
4. Review policies and procedures which apply to CRLF funds; (any modification of policies may require further approval by EDA and Council); and

5. Review quarterly portfolio reports provided by OBO staff.

Only the CRLF committee can reverse its decisions to approve or deny loan requests, modifications, and referrals for legal action.

The CRLF committee reserves the right to adjust the fees, interest, terms and limits when deemed necessary to carry out the goals of the commercial revolving loan fund program, however all federal requirements for lending programs must be met.

The CRLF committee may waive any requirements for financing as long as minimum federal standards are maintained where there is significant economic impact, job creation, private commitment, or other economic development factors. Any waivers require EDA written approval.

The CRLF committee is a public body and is subject to the Freedom of Information Act. Any scheduled meeting convening a quorum of the membership, whether corporal or by electronic means (including a telephone conference) is subject to FOIA.

III. Conflict of Interest

It is EDA's and the Department's policy to maintain the highest standards of conduct to prevent conflicts of interest in connection with the award of Investment Assistance or its use for reimbursement or payment of costs (e.g., procurement of goods or services) by or to the Recipient. The OBO staff and CRLF Committee members must sign the Standards of Conduct, to include the conflict of interest policy.

A conflict of interest generally exists when an Interested Party⁴ participates in a matter that has a direct and predictable effect on the Interested Party's personal or financial interests. A conflict may also exist where there is an appearance that an Interested Party's objectivity in performing his or her responsibilities under the Project is impaired. For example, an appearance of impairment of objectivity may result from an organizational conflict where, because of other activities or relationships with other persons or entities, an Interested Party is unable to render impartial assistance, services or advice to the Recipient, a participant in the Project or to the Federal government. Additionally, a conflict of interest may result from non-financial gain to an Interested Party, such as benefit to reputation or prestige in a professional field

1. An Interested Party shall not receive any direct or indirect financial or personal benefits in connection with the award of Investment Assistance or its use for payment or reimbursement of costs by or to the Recipient.
2. An Interested Party shall also not, directly or indirectly, solicit or accept any gift, gratuity, favor, entertainment or other benefit having monetary value, for himself or herself or for another person or entity, from any person or organization which has obtained or seeks to obtain Investment Assistance from EDA.

⁴ Interested Party means any officer, employee or member of the board of directors or other governing board of the Recipient, including any other parties that advise, approve, recommend or otherwise participate in the business decisions of the Recipient, such as agents, advisors, consultants, attorneys, accountants or shareholders. An Interested Party also includes the Interested Party's Immediate Family and other persons directly connected to the Interested Party by law or through a business arrangement. Title 13 Code of Federal Regulations 300.3

3. Costs incurred in violation of any conflicts of interest rules contained in this chapter or in violation of any assurances by the Recipient may be denied reimbursement.

In addition to the rules set forth in this section:

1. An Interested Party of a Recipient of an RLF Grant shall not receive, directly or indirectly, any personal or financial benefits resulting from the disbursement of RLF loans;
2. A Recipient of an RLF Grant shall also not lend RLF funds to an Interested Party; and
3. Former board members of a Recipient of an RLF Grant and members of his or her Immediate Family shall not receive a loan from such RLF for a period of two (2) years from the date that the board member last served on the RLF's board of directors. (302.17)
4. Any interested parties, including City officials, OBO employees, commercial revolving loan fund committee members and any other parties that advise, approve, recommend or otherwise participate in business decisions of the commercial revolving loan fund committee, may not receive any direct or indirect financial or personal benefits in connection with the approval and awarding of a loan. These financial interests may include employment, as an employee or through contractual services, stock ownership, a creditor or debtor relationship or prospective employment, with the organization selected or to be selected for an award.
5. An interested party may not use their position for a purpose that constitutes or presents the appearance of personal or organizational conflicts of interest or of personal gain. An appearance of impairment of objectivity could result from an organizational conflict where, because of other activities or relationships with other persons or entities, a person is unable or potentially unable to render impartial assistance or advice.
6. When a conflict of interest or perceived conflict of interest arises the following safeguards will be implemented to assure that the integrity of the loan award decision is not compromised.
 - a. Any staff or committee member aware of any conflict of interest, or perceived conflict of interest, has a duty to disclose the conflict to the CRLF chair and/OBO director. Such conflict of interest shall be disclosed in writing and presented to city staff for dissemination to the CRLF and the City Manager.
 - b. Failure to disclose a conflict of interest can result in removal from the CRLF Committee. Committee members that fail to disclose a conflict of interest resulting in a determination of conflict of interest from the federal funding source and a requirement that the funds be repaid may be liable for any funds awarded under the code that are deemed ineligible or must be returned to any agency as a result of the conflict
 - c. When a conflict of interest or perceived conflict of interest arises, the Commercial Revolving Loan Fund committee may not loan funds to an interested party.
 - d. If an interested party has, or has had a business relationship with a CRLF loan applicant within a year of the application, they will not be permitted to participate in the loan application review and must recuse themselves from the decision-making process when the loan is funded with City or CDBG dollars.

- e. If the City of Columbia has a financial interest, either directly or indirectly in an applicant's project, any CRLF committee members who are city employees must recuse themselves from the decision-making process to avoid any appearance of organizational conflict of interest.
- 7. A business in which a city employee has an ownership interest is eligible to apply for commercial revolving loan funds, so long as none of the conflicts of interest above, or designated by federal guidelines, apply.
- 8. The City and the CRLF committee members must comply with all additional federal conflict of interest provisions that may apply.

IV. Interest Rate

An RLF Recipient may make loans to eligible borrowers at interest rates and under conditions determined by the RLF Recipient to be appropriate in achieving the goals of the RLF. The minimum interest rate an RLF Recipient may charge is four (4) percentage points below the lesser of the current money center prime interest rate quoted in the *Wall Street Journal*, or the maximum interest rate allowed under State law. In no event shall the interest rate be less than the lower of four (4) percent or 75 percent of the prime interest rate listed in the *Wall Street Journal*. Should the prime interest rate listed in the *Wall Street Journal* exceed fourteen (14) percent, the minimum RLF interest rate is not required to be raised above ten (10) percent if doing so compromises the ability of the RLF Recipient to implement its financing strategy. (307.15)

V. RLF Income

RLF Income must be placed into the RLF Capital base for the purpose of making loans or paying for eligible and reasonable administrative costs associated with the RLF's operations. RLF Income may fund administrative costs, provided:

1. Such RLF Income and the administrative costs are incurred in the same ~~six~~12-month (~~6~~12) Reporting Period;
2. RLF Income that is not used for administrative costs during the ~~six~~twelve month (~~6~~12) Reporting Period is made available for lending activities;
3. RLF Income shall not be withdrawn from the RLF Capital base in a subsequent; and Reporting Period for any purpose other than lending without the prior written consent of EDA; and 4.
- ~~4. The RLF Recipient completes an RLF Income and Expense Statement (the "Income and Expense Statement") as required under § 307.14(c).~~

When charging costs against RLF Income, RLF Recipients must comply with applicable federal cost principles and audit requirements as found in:

1. 2 CFR part 225 (OMB Circular A-87 for State, local, and Indian tribal governments),
2. CFR part 230 (OMB Circular A-122 for non-profit organizations other than institutions of higher education, hospitals or organizations named in OMB Circular A-122 as not subject to such Circular), and 2 CFR part 220 (OMB Circular A-21 for educational institutions); and (2) OMB Circular A-133 for Single Audit Act requirements for States, local governments, and non-profit organizations and the Compliance Supplement, as appropriate. (307.12)

All Principal and interest payments will revolve back into the revolving loan fund. Interest payments and fees may be utilized to defray the ongoing administrative costs of operating the RLF. Principal and any interest not used for administrative expenses will revolve into the RLF for relending. Cash available for lending must be held in an interest-bearing account.

VI. Loan Delinquency and Default

The City currently uses Amerinet as the loan servicing agent for the RLF.

Delinquency is defined as:

- A. past due – up to 30 days late,
- B. seriously delinquent – over 30 days late; and
- C. default - 90 days late.

1. Past due loans will be monitored by the Loan Servicing Agent, if applicable, and/or City staff and borrowers will be contacted to collect payment.
2. If a borrower should become seriously delinquent, the following actions may be taken, with the approval of the CRLF Committee:
 - a. to postpone, defer or otherwise modify the loan terms for a specified work-out period;
 - b. cancel all or a portion of the debt in consideration of borrower's transfer of collateral to the lender in lieu of foreclosure
3. Loans more than 90 days past due are in default. In cases where it is determined that funds cannot be collected, foreclosure action may be initiated with the approval of the CRLF committee. Should the CRLF committee decide to recommend legal action, case files should be transferred to the legal department who will take appropriate action in conjunction with the other lenders or the city manager who may specify other possible action.

~~EDA funds may be used to take first position on a defaulted loan. However, the transaction must be completed within a reasonable time frame approved by EDA.~~

Priority of payments on defaulted RLF loans

When an RLF Recipient receives proceeds on a defaulted RLF loan that is not subject to liquidation pursuant to § 307.20, such proceeds shall be applied in the following order of priority:

- (1) *First*, towards any costs of collection;
- (2) *Second*, towards outstanding penalties and fees;
- (3) *Third*, towards any accrued interest to the extent due and payable; and
- (4) *Fourth*, towards any outstanding principal balance. (307.12)

VII. Loan Applications and Documentation

Application Procedure

1. An application form and all required supporting documentation must be submitted prior to a loan request being considered by the City of Columbia.
2. Loan Applications must include the following to be considered complete:
 - a. Business Financial statements for the past three (3) years and interim statements for the current year submitted by an applicant showing the applicable date of the information given, and signed and certified by the applicant or his accountant. The COC may require an audited statement.
 - b. Personal financial statements for all principals of the business.

- c. Federal Tax Returns for the past three (3) years and interim statements for the current year must be submitted for all existing businesses.
 - d. If an Applicant does not have three (3) years of tax returns or financial statements, the City of Columbia shall require personal tax returns of the principals in the business
 - e. Three most recent months of bank statements for the business or for start-up businesses with no bank history, three most recent months of statements for all principals of the business.
 - f. A detailed projection of earnings for the next three (3) years must be submitted by the —applicant
3. After a completed application has been submitted, the loan officer will review the file to ensure it meets all minimum underwriting criteria and present to the RLF committee for approval within sixty (60) days.
 4. Applicants are required to attend CRLF committee meetings when their application is being reviewed.
 5. Applicants will be informed of their approval/denial status within seven (7) business days of the committee's decision.
 6. If City of Columbia staff determines that an application is ineligible for funding, a letter will be sent to the applicant within fourteen (14) business days of receipt. City Staff will notify the RLF Committee of all applications that have been determined to be ineligible.

Loan Closing Documentation

~~Prior to the disbursement of any EDA funds, the RLF Recipient shall certify that standard RLF loan documents reasonably necessary or advisable for lending are in place and that these documents have been reviewed by its legal counsel for adequacy and compliance with the terms and conditions of the Grant and applicable State and local law.~~ All loan files are maintained in a secure location in locked file cabinets. The standard loan documents must include, at a minimum, the following:

- i. Loan application;
- ii. Loan agreement;
- iii. ~~Board of directors'~~ CRLF Committe meeting minutes approving the RLF loan;
- iv. Promissory note;
- v. Security agreement(s);
- vi. Deed of trust or mortgage (as applicable);
- vii. Agreement of prior lien holder (as applicable); ~~and~~
- viii. ~~-Evidence demonstrating that credit is not otherwise available on terms and conditions that permit the completion or successful operation of the activity to be financed. A waiver to this requirement is allowed in instances of natural disasters and economic recessions. (307.11)); and~~
- ix. Determination of level of environmental review required;
- x. Environmental Review, if applicable

Loan Closing Process

1. All loans are closed by an attorney representing the loan recipient.
2. Funds are wired to the closing Attorney's escrow account.
3. The closing Attorney then disperses the funds to the recipient.

Loan Monitoring

1. City staff should ensure that the borrower has cash flow available to repay the loan.
2. Generally, all loans are to be collateralized sufficiently to provide a legitimate secondary repayment source through the life of the loan. Additionally, personal guarantees are required on all loans.
3. All Subordination agreements may be executed by City staff unless the result is to change the City's position to a lesser position in which case loan committee approval is required. The CRLF Committee will be notified of any subordination executed.
4. The City shall record UCC's for equipment, furniture and fixtures financed and/or used as collateral.
5. City staff should insure that all loans are protected through adequate insurance coverage.
6. It is the responsibility of the City staff to collect financial statements and tax documents throughout the life of the loan as well as to inspect all collateral. It is the responsibility of the borrower to provide all requested information as part of the terms of the loan.
7. The city CRLF staff shall have the right to inspect, at reasonable hours, any facilities, equipment, premises, books, and records pertaining to the processing of a loan application or in the administration of a loan granted to the business under this program.
- ~~8. The City staff is to monitor job creation and/or retention for three (3) years from the closing date of a loan.~~

VIII. Environmental Considerations Review

Compliance with environmental laws must be completed and documented prior to the funding of any RLF project. This includes compliance with historic preservation regulations. An Environmental Assessment is required in cases where new construction is proposed. Projects that do not involve construction (i.e. purchase of machinery and equipment) may be exempt from the assessment requirement. If the environmental review process determines that the RLF project is exempt from the National Environmental Policies Act (NEPA) 19 requirements and other environmental review procedures in accordance with 24 CFR Part 58, a Finding of Exemption Form must be filled out.

Environmental impacts must be considered by Federal decision makers in their decisions whether or not to approve: (1) a proposal for Federal assistance; (2) the proposal with mitigation; or (3) a different proposal having less adverse environmental impacts. Federal environmental laws require that the funding agency initiate an early planning process that considers potential impacts that projects funded with Federal assistance may have on the environment. Each non-Federal entity must comply with all environmental standards, to include those prescribed under the following statutes and E.O.s and must identify to the awarding agency any impact the award may have on the environment. In some cases, award funds can be withheld by the Grants Officer

under a specific award condition requiring the non-Federal entity to submit additional environmental compliance information sufficient to enable the DOC to make an assessment on any impacts that a project may have on the environment.

a. The National Environmental Policy Act (42 U.S.C. §§ 4321 *et seq.*)

The National Environmental Policy Act (NEPA) and the Council on Environmental Quality (CEQ) implementing regulations (40 C.F.R. Parts 1500 through 1508) require that an environmental analysis be completed for all major Federal actions to determine whether they have significant impacts on the environment. NEPA applies to the actions of Federal agencies and may include a Federal agency's decision to fund non-Federal projects under grants and cooperative agreements when the award activities remain subject to Federal authority and control. Non-Federal entities are required to identify to the awarding agency any direct, indirect or cumulative impact an award will have on the quality of the human environment and assist the agency in complying with NEPA. Non-Federal entities may also be requested to assist DOC in drafting an environmental assessment or environmental impact statement if DOC determines such documentation is required, but DOC remains responsible for the sufficiency and approval of the final documentation. Until the appropriate NEPA documentation is complete and in the event that any additional information is required during the period of performance to assess project environmental impacts, funds can be withheld by the Grants Officer under a specific award condition requiring the non-Federal entity to submit the appropriate environmental information and NEPA documentation sufficient to enable DOC to make an assessment on any impacts that a project may have on the environment.

b. The National Historic Preservation Act (16 U.S.C. §§ 470 *et seq.*)

Section 106 of the National Historic Preservation Act (NHPA) (16 U.S.C. § 470f) and the Advisory Council on Historic Preservation (ACHP) implementing regulations (36 C.F.R. Part 800) require that Federal agencies take into account the effects of their undertakings on historic properties and, when appropriate, provide the ACHP with a reasonable opportunity to comment. Historic properties include but are not necessarily limited to districts, buildings, structures, sites and objects. In this connection, archeological resources and sites that may be of traditional religious and cultural importance to Federally-recognized Indian Tribes, Alaskan Native Villages and Native Hawaiian Organizations may be considered historic properties. Non-Federal entities are required to identify to the awarding agency any effects the award may have on properties included on or eligible for inclusion on the National Register of Historic Places. Non-Federal entities may also be requested to assist DOC in consulting with State or Tribal Historic Preservation Officers, ACHPs or other applicable interested parties necessary to identify, assess, and resolve adverse effects to historic properties. Until such time as the appropriate NHPA consultations and documentation are complete and in the event that any additional information is required during the period of performance in order to assess project impacts on historic properties, funds can be withheld by the Grants Officer under a specific award condition requiring the non-Federal entity to submit any information sufficient to enable DOC to make the requisite assessment under the NHPA.

Additionally, non-Federal entities are required to assist the DOC in assuring compliance with the Archeological and Historic Preservation Act of 1974 (54 U.S.C. § 312502 *et seq.*, formerly 16 U.S.C. § 469a-1 *et seq.*); Executive Order 11593 (Protection and Enhancement of the Cultural

Environment, May 13, 1971); Executive Order 13006 (Locating Federal Facilities on Historic Properties in Our Nation’s Central Cities, May 21, 1996); and Executive Order 13007 (Indian Sacred Sites, May 24, 1996).

c. Executive Order 11988 (Floodplain Management) and Executive Order 11990 (Protection of Wetlands)

Non-Federal entities must identify proposed actions in Federally defined floodplains and wetlands to enable DOC to decide whether there is an alternative to minimize any potential harm.

d. Clean Air Act (42 U.S.C. §§ 7401 *et seq.*), Federal Water Pollution Control Act (33 U.S.C. §§ 1251 *et seq.*) (Clean Water Act), and Executive Order 11738 (“Providing for administration of the Clean Air Act and the Federal Water Pollution Control Act with respect to Federal contracts, grants or loans”)

Non-Federal entities must comply with the provisions of the Clean Air Act (42 U.S.C. §§ 7401 *et seq.*), Clean Water Act (33 U.S.C. §§ 1251 *et seq.*), and E.O. 11738 (38 FR 25161), and must not use a facility on the Excluded Parties List (EPL) (located on the System for Award Management (SAM) website, SAM.gov) in performing any award that is nonexempt under 2 C.F.R. § 1532, and must notify the Program Officer in writing if it intends to use a facility that is on the EPL or knows that the facility has been recommended to be placed on the EPL.

e. The Flood Disaster Protection Act (42 U.S.C. §§ 4002 *et seq.*)

Flood insurance, when available, is required for Federally assisted construction or acquisition in flood-prone areas. Per 2 C.F.R. § 200.447(a), the cost of required flood insurance is an allowable expense, if it is reflected in the approved project budget.

f. The Endangered Species Act (16 U.S.C. §§ 1531 *et seq.*)

Non-Federal entities must identify any impact or activities that may involve a threatened or endangered species. Federal agencies have the responsibility to ensure that no adverse effects to a protected species or habitat occur from actions under Federal assistance awards and conduct the reviews required under the Endangered Species Act, as applicable.

g. The Coastal Zone Management Act (16 U.S.C. §§ 1451 *et seq.*)

Funded projects must be consistent with a coastal State’s approved management program for the coastal zone.

h. The Coastal Barriers Resources Act (16 U.S.C. §§ 3501 *et seq.*)

Only in certain circumstances can Federal funding be provided for actions within a Coastal Barrier System.

i. The Wild and Scenic Rivers Act (16 U.S.C. §§ 1271 *et seq.*)

This Act applies to awards that may affect existing or proposed components of the National Wild and Scenic Rivers system.

j. The Safe Drinking Water Act of 1974, as amended, (42 U.S.C. §§ 300f *et seq.*)

This Act precludes Federal assistance for any project that the EPA determines may contaminate a sole source aquifer which threatens public health.

k. The Resource Conservation and Recovery Act (42 U.S.C. §§ 6901 *et seq.*)

This Act regulates the generation, transportation, treatment, and disposal of hazardous wastes, and provides that non-Federal entities give preference in their procurement programs to the purchase of recycled products pursuant to EPA guidelines.

l. The Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA, commonly known as Superfund) (42 U.S.C. §§ 9601 *et seq.*) and the Community Environmental Response Facilitation Act (42 U.S.C. § 9601 *note et seq.*)

These requirements address responsibilities related to hazardous substance releases, threatened releases and environmental cleanup. There are also reporting and community involvement requirements designed to ensure disclosure of the release or disposal of regulated substances and cleanup of hazards to state and local emergency responders.

m. Executive Order 12898 (“Federal Actions to Address Environmental Justice in Minority Populations and Low Income Populations”)

Federal agencies are required to identify and address the disproportionately high and adverse human health or environmental effects of Federal programs, policies, and activities on low income and minority populations.

n. The Magnuson-Stevens Fishery Conservation and Management Act (16 U.S.C. § 1801 *et seq.*)

Non-Federal entities must identify to DOC any effects the award may have on essential fish habitat (EFH). Federal agencies which fund, permit, or carry out activities that may adversely impact EFH are required to consult with the National Marine Fisheries Service (NMFS) regarding the potential effects of their actions and respond in writing to NMFS recommendations. These recommendations may include measures to avoid, minimize, mitigate, or otherwise offset adverse effects on EFH. In addition, NMFS is required to comment on any state agency activities that would impact EFH. Provided the specifications outlined in the regulations are met, EFH consultations will be incorporated into interagency procedures previously established under NEPA, the ESA, Clean Water Act, Fish and Wildlife Coordination Act, or other applicable statutes.

o. Clean Water Act (CWA) Section 404 (33 U.S.C. § 1344)

CWA Section 404 regulates the discharge of dredged or fill material into waters of the United States, including wetlands. Activities in waters of the United States regulated under this program include fill for development, water resource projects (such as levees and some coastal restoration activities), and infrastructure development (such as highways and airports). CWA Section 404 requires a permit from the U.S. Army Corps of Engineers before dredged or fill material may be

discharged into waters of the United States, unless the activity is exempt from Section 404 regulation (e.g., certain farming and forestry activities).

p. Rivers and Harbors Act (33 U.S.C. § 407)

A permit may be required from the U.S. Army Corps of Engineers if the proposed activity involves any work in, over or under navigable waters of the United States. Recipients must identify any work (including structures) that will occur in, over or under navigable waters of the United States and obtain the appropriate permit, if applicable.

q. The Migratory Bird Treaty Act (16 U.S.C. §§ 703-712), Bald and Golden Eagle Protection Act (16 U.S.C. § 668 *et seq.*), and Executive Order 13186 (Responsibilities of Federal Agencies to Protect Migratory Birds, January 10, 2001)

Many prohibitions and limitations apply to projects that adversely impact migratory birds and bald and golden eagles. Executive Order 13186 directs Federal agencies to enter a Memorandum of Understanding with the U.S. Fish and Wildlife Service to promote conservation of migratory bird populations when a Federal action will have a measurable negative impact on migratory birds.

r. Executive Order 13112 (Invasive Species, February 3, 1999)

Federal agencies must identify actions that may affect the status of invasive species and use relevant programs and authorities to: (i) prevent the introduction of invasive species; (ii) detect and respond rapidly to and control populations of such species in a cost-effective and environmentally sound manner; (iii) monitor invasive species populations accurately and reliably; (iv) provide for restoration of native species and habitat conditions in ecosystems that have been invaded; (v) conduct research on invasive species and develop technologies to prevent introduction and provide for environmentally sound control of invasive species; and (vi) promote public education on invasive species and the means to address them. In addition, an agency may not authorize, fund, or carry out actions that it believes are likely to cause or promote the introduction or spread of invasive species in the United States or elsewhere.

s. Fish and Wildlife Coordination Act (16 U.S.C. § 661 *et seq.*)

During the planning of water resource development projects, agencies are required to give fish and wildlife resources equal consideration with other values. Additionally, the U.S. Fish and Wildlife Service and fish and wildlife agencies of states must be consulted whenever waters of any stream or other body of water are “proposed or authorized, permitted or licensed to be impounded, diverted... or otherwise controlled or modified” by any agency under a Federal permit or license.

Environmental Review Implementation:

Loan applicants will provide project information to allow RLF organization to determine the level of environmental review based on activity. RLF organization will document review level utilizing the statutory worksheet and include in loan file. A copy of the environmental review will also be maintained in file, if required.

The RLF organization shall adopt procedures to assess the significance of environmental impacts of activities to be financed in compliance with the National Environmental Policy Act of 1969. No activity shall be financed which would result in a significant adverse environmental impact under the following conditions:

No project shall be approved which would result in the alteration of or have an adverse impact on any wetland without prior consultation with the U.S. Department of the Interior, Fish and Wildlife Service, and, if applicable, the loan applicant obtaining a section 404 permit from the Army Corps of Engineers.

Consistent with E.O. 11988, no project shall be approved which would result in new above ground development in a 100 year flood plain. Loan applicants will be required to submit evidence of the proposed development in concert with FEMA Flood Insurance Rate Maps.

The State Historic Preservation Officer, (SHPO) shall be notified of each loan proposal that involves new construction or expansion and asked to submit comments on the effect of the proposed activity on any historic and archaeological sites. RLF staff shall work with the SHPO and loan applicant in cases where the SHPO has recommended actions and no project shall be approved when the project has been determined an adverse impact.

All proposed loan applicants shall be requested to provide information indicating whether or not there are hazardous materials such as EPA listed (see 40 CFR 300), hazard substances, leaking underground storage tanks, asbestos, polychlorinated biphenyls (PCB), or other hazardous materials on site that have been improperly handled and have the potential of endangering public health. If deemed necessary, loan applicants may be required to perform or provide evidence of a Phase I site assessment to identify possible sources of contamination, a Phase II site assessment to test soil and/or groundwater, and a Phase III site remediation involving mitigation of applicable contaminants. No project shall be approved if there are cases where there are unresolved site contamination issues. (307.10 (a))

The Loan Officer may need to complete a preliminary environmental survey (if not already requested by the participating bank) on all loans to be secured by commercial real estate including vacant land to be used for commercial or residential development. A Phase I Environmental study may be required based upon the findings in the preliminary study.

IX.IX. Davis Bacon (Construction Projects Only)

In accordance with section 602 of PWEDA (42 U.S.C. § 3212), all laborers and mechanics employed by contractors or subcontractors on construction-related projects receiving investment assistance under PWEDA shall be paid wages not less than those prevailing on similar construction in the locality, as determined by the U.S. Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code. See 13 CFR § 302.13. Therefore, Recipient must comply with, and must further ensure that any borrower, contractor, or subcontractor complies with Davis-Bacon prevailing wage rates where construction work is financed in whole or in part with RLF Award funds. Where the land facilitating construction is purchased in part or in whole with RLF Award funds, this requirement extends to construction work, including that which is not directly paid for with RLF Award funds.

The Contract Work Hours and Safety Standards Act. Recipient must ensure that any borrower, contractor, or subcontractor complies with the Contract Work Hours and Safety Standards Act (40 U.S.C. § 3701, et seq.), which provides work hour standards for every laborer and mechanic employed by a contractor or subcontractor in the performance of certain work financed at least in part with Federal funds.

X. RLF Reporting

1. All RLF Recipients, including those receiving Recapitalization Grants for existing RLFs, must complete and submit an RLF report in a format and at a frequency as required by EDA. (307.14)
2. RLF Recipients must certify as part of the RLF report to EDA that the RLF is operating in accordance with the applicable RLF Plan and that the information provided is complete and accurate. RLF Recipients also must describe (and propose pursuant to § 307.9) any modifications to the RLF Plan to ensure effective use of the RLF as a strategic financing tool.
3. ~~An RLF Recipient using either fifty (50) percent or more (or more than \$100,000) of RLF Income for administrative costs in a six-month (6) Reporting Period must submit to EDA a completed Income and Expense Statement (Form ED-209I or any successor form) for that Reporting Period in electronic format, unless EDA approves a paper submission. (307.14)~~

~~In addition, a semi-annual report will be completed in July and January of every year and presented to City Council as public record of the performance and management of the fund.~~

- ~~X3. EDA will notify Recipient on an annual basis of the Allowable Cash Percentage that is applicable to lending during Recipient's ensuing fiscal year. During the Revolving Phase, Recipient must manage its loan repayment and lending schedule in order to avoid exceeding the Allowable Cash Percentage.~~
4. EDA will evaluate Recipient's management and operation of the RLF Award using a Risk Analysis System that measures a variety of factors, including but not limited to capital, assets, management, earnings, liquidity, and strategic results. EDA plans to provide to Recipient a risk analysis rating of the RLF on at least an annual basis.

5. An RLF Recipient must submit GPRA semi-annual reports for five years during the disbursement phase and GPRA annual reports for five years including during the revolving phase.

XI. Records and Retention

Closed Loan Files and Related Documents

The RLF Recipient shall maintain Closed Loan files and all related documents, books of account, computer data files and other records over the term of the Closed Loan and for a three-year (3) period from the date of final disposition of such Closed Loan. The date of final disposition of a Closed Loan is the date:

1. Principal, interest, fees, penalties and all other costs associated with the Closed Loan have been paid in full; or
2. Final settlement or discharge and cessation of collection efforts of any unpaid amounts associated with the Closed Loan have occurred.

Administrative Records

RLF Recipients must at all times:

1. Maintain adequate accounting records and source documentation to substantiate the amount and percent of RLF Income expended for eligible RLF administrative costs.
2. Retain records of administrative expenses incurred for activities and equipment relating to the operation of the RLF for three (3) years from the actual submission date of the last semi-annual report that covers the Reporting Period in which such costs were claimed.
3. Make available for inspection retained records, including those retained for longer than the required period. The record retention periods described in this section are minimum periods and such prescription does not limit any other record retention requirement of law or agreement. In no event will EDA question claimed administrative costs that are more than three (3) years old, unless fraud is at issue. (307.13)

4. Grantee certifies that at all times, not just in disbursement phase that

- a. Accounting system is adequate.
- b. Standard loan documents necessary or advisable are in place.
- c. Fidelity bond coverage is sufficient – and is at least the amount of the maximum loan.

Subsequent to approval and commitment, City of Columbia staff will coordinate loan closing with the other lender where applicable, borrower and closing attorney. Receipt of post-closing documentation and periodic submission of financial statements will be monitored by City of Columbia staff. Borrower will be responsible for full compliance with terms, provisions and conditions contained with the loan documents.

The City staff, or its servicing agent, shall have the right to inspect at reasonable hours any facilities, equipment, premises, books, and records pertaining to the processing of a loan granted to the business under this program.

Privacy Protection Policy

City staff collects sensitive information from businesses and individuals and must comply with city and federal privacy regulations. All loan files must secure to maximize maintenance of privacy. In the event of a Freedom of Information Request, personal financial information and trade secrets may not be publicly disclosed.

XIXII. Loan Write-off Policy

All loans will be reviewed annually by OBO staff and finance department to examine all loans and adjust each fund's allowance for doubtful accounts/debts in the financial statements based on objective criteria that will measure whether any loan impairment exists.

The following criteria will be used in determining when and if a loan should be written off:

- a. loan compliance;
- b. collateral pledged;
- c. payment history;
- d. borrower's attitude and cooperation toward compliance/remedies; and
- e. status of collection attempts.

When all reasonable collection attempts have been performed and it is determined that there is little or no likelihood of recovery, the loan officer will recommend that the loan be written off. Loans that are 180 days past due (and not previously written off by the Finance Department) may be written off at the discretion of the Director and the Loan Committee. The Loan Officer must make every attempt to work with the borrower to repay the loan. It must be documented that the repayment of the loan balance is unlikely and all other forms of collection have been exhausted before the loan is considered for write-off.

If a loan is written off, the borrower may still repay the outstanding debt. Should any repayment occur after a loan is written off, these funds should be deposited into the proper revolving loan fund.

In the event of a write-off, the City of Columbia will provide the borrower a form 1099 C, as required by the Internal Revenue Service, which makes the amount of the loan, accrued interest and any penalties taxable for the borrower in the taxable year the loan was written off.



We Are Columbia

MEETING DATE: September 19, 2023

DEPARTMENT: Legal Department

FROM: *Teresa Knox, City Attorney*

SUBJECT: Ordinance No.: 2023-116 - Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 2, Administration, Article II, Mayor, Council and City Manager, Division 1. Generally, Sec. 2-31, Compensation

FUNDING SOURCE & ORIGINAL BUDGET:

FOCUS AREAS: Planning Together

ATTACHMENTS:

- **#a:** 2023-116 amend Ch 2 Sec. 2-31 (PDF)

ORDINANCE NO.: 2023-116

Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 2, Administration, Article II, Mayor, Council and City Manager, Division 1. Generally, Sec. 2-31, Compensation

BE IT ORDAINED by the Mayor and Council this _____ day of _____, 2023, that the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 2, Administration, Article II, Mayor, Council and City Manager, Division 1. Generally, Sec. 2-31, Compensation is amended to read as follows:

ARTICLE II. MAYOR, COUNCIL, AND CITY MANAGER**DIVISION 1. GENERALLY****Sec. 2-31. Compensation.**

(a) The council shall determine the annual salary of the mayor and council members by ordinance; provided, that an ordinance establishing or increasing such salaries shall not become effective until the commencement date of the terms of two or more members elected at the next general election following the adoption of the ordinance, at which time it will become effective for all members whether or not they were elected in such election. The salary of the mayor shall be \$75,000.00 annually under the council-manager form of government effective July 1, 2014. Effective July 1, 2006 January 1, 2024, the salaries of the members of city council shall be ~~\$13,350.00~~ 20,350.00 annually.

(b) The council members shall also be reimbursed for their actual expenses incurred in the performance of their official duties upon submission of signed expense reimbursement forms as provided by the city finance department, subject to the availability of funds budgeted for council expense.

Requested by:

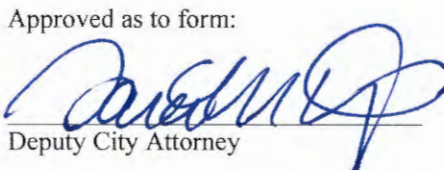
Councilman Howard Duvall

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: September 19, 2023

DEPARTMENT: Legal Department

FROM: *Teresa Knox, City Attorney*

SUBJECT: Resolution No.: 2023-081 - Authorizing Condemnation for Easement Acquisition for Water Main Extension along Chapin Road to Serve 518 Smokehouse; Lexington County
TMS#000700-04-004 (105 Snapdragon Ct); CF# DPO-2022-0038

FUNDING SOURCE & ORIGINAL BUDGET:

FOCUS AREAS: Planning Together

ATTACHMENTS:

- **#a:** R-2023-081 - Condemnation__water main extension along Chapin Road to serve 518 Smokehouse (PDF)

RESOLUTION 2023- 081

Authorizing Condemnation for Easement Acquisition for Water Main Extension along Chapin Road to Serve 518 Smokehouse; Lexington County TMS#000700-04-004 (105 Snapdragon Ct); CF# DPO-2022-0038

WHEREAS, the City's Department of Engineering has identified and approved this public water project to connect to an existing water main and to meet customer demands; and

WHEREAS, numerous attempts to negotiate for acquisition of an easement to the City of Columbia for this project have been initiated, but have been unable to come to a negotiated resolution; NOW, THEREFORE,

BE IT RESOLVED by the Mayor and City Council this ____ day of _____, 2023, that it has been determined that it benefits the City's water system for the public purpose of constructing the water main project from an existing water main and extending it to serve the referenced property, it is necessary to acquire an easement on a portion of the property described below and shown on Exhibit "A" attached hereto and incorporated herein by reference. Based upon an appraisal, it has been determined that the total just compensation for the easement is as shown in the table below. The City Attorney is authorized to offer that amount to the Landowner in exchange for granting the referenced easement, if the Landowner does not accept within ten (10) days of the offer, the City Attorney is authorized to commence an action for acquisition of the easement by eminent domain.

Owners:	TMS# & Location:	Easement Description:	Appraised Value:	Exhibit
Legacy Park, LLC	000700-04-004	10' Permanent, Exclusive Water Easement (approx..06 acre)	\$1,825.00	"A" Easement 1 of 1

Requested by:

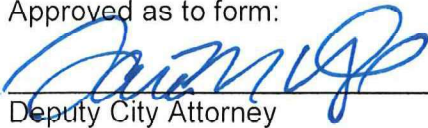
Clint E. Shealy, ACM for Columbia Water

Mayor

Approved by:

City Manager

Approved as to form:


Deputy City Attorney

ATTEST:

City Clerk

Introduced:

Final Reading:





We Are Columbia

MEETING DATE: September 19, 2023

DEPARTMENT: Legal Department

FROM: *Teresa Knox, City Attorney*

SUBJECT: Resolution No.: 2023-064 - Authorizing consumption of beer, wine and liquor within Boyd Plaza at McQueen Opening on Friday, October 6, 2023

FUNDING SOURCE & ORIGINAL BUDGET:

FOCUS AREAS: Planning Together

ATTACHMENTS:

- **#a:** R-2023-064- McQueen Opening (Oct 6) (PDF)
- **#b:** Resolution Request for McQueen (PDF)
- **#c:** SDevelopmen23080316080_Redacted (PDF)

RESOLUTION NO.: R-2023-064

*Authorizing consumption of beer, wine and liquor at McQueen Opening on
Friday, October 6, 2023*

WHEREAS, the Columbia Museum of Art ("CMA") is hosting McQueen Opening on Friday, October 6, 2023 from 5:00 p.m. until 8:30 p.m.; and,

WHEREAS, Columbia Museum of Art ("CMA") has requested permission for the temporary closing and use of the courtyard/plaza area adjacent to the Museum from 4:00 p.m. until 9:30 p.m. for preparation and staging of the area for an outdoor event to be held between 5:00 p.m. and 8:30 p.m., and for patrons to consume liquor, beer and wine beverages at on Friday, October 6, 2023 from 5:00 p.m. until 8:00 p.m.; and,

WHEREAS, to insure the safety of attendees Organizer understands and agrees as follows:

1. Firearms shall be prohibited in the Museum for McQueen Opening regardless of whether such firearm is carried openly or concealed, and regardless of whether the individual carrying such firearm is a valid concealed weapons permit holder, on Friday, October 6, 2023, from 5:00 p.m. until 8:30 p.m. See Resolution No. 2021-099 (Sept. 7, 2021).
2. Organizer shall establish a boundary line around the event space at the courtyard/plaza area adjacent to the Museum and the Organizer shall ensure all entrance points into the permitted event area are posted with signage stating "NO CONCEALABLE WEAPONS ALLOWED" that complies with the size and formatting requirements of section 23-31-235 of the South Carolina Code.
3. When publicizing the event in the community, Organizer shall include the statement: "NO CONCEALABLE WEAPONS ALLOWED" to ensure the public has prior notice of this restriction.
4. Organizer shall work with the City to develop a written plan and design a footprint of the event area that adheres to COVID-19 pandemic safety and social distancing protocols, as published by the CDC and SCDHEC, and Organizer shall modify the plans and footprint as safety protocols published by the CDC and SCDHEC are updated.
5. The City may cancel the event at any time based upon public safety and/or public health concerns. The City shall not be financially responsible for any costs associated with the cancellation of the event.
6. Organizer shall display signs (physical and/or electronic) throughout the event area that discourage physical contact, such as hugs, handshakes, fist bumps, and high-fives during the event.
7. Organizer shall require that its agents, employees, vendors, contractors, and event attendees adhere to all COVID-19 safety protocols in effect at the time of the event, to include, but not be limited to, wearing of face masks, social distancing, and frequent washing of hands.
8. To the extent the event occurs during a time in which the City has in effect any emergency ordinance or ordinance requiring face coverings or adherence to social distancing requirements, Organizer shall require that its agents, employees, vendors, contractors, and event attendees comply with the requirements of such ordinance(s).
9. The City strongly encourages Organizer to require that its agents, employees, vendors, contractors, and event attendees provide proof that they have been fully vaccinated against the SARS-CoV-2 virus prior to being granted permission to enter the event.
10. Organizer shall provide portable restroom facilities at the event unless it can substantiate the sufficient availability of both ADA accessible and non-accessible facilities in the immediate area of the event site which will be available to attendees during the event. Organizer shall provide a minimum of four (4) chemical or portable toilets and two (2) wash stations for every 250 people, or portion thereof, who attend the event. Ten percent (10%) of these facilities shall be ADA accessible. This figure is based upon the maximum number of attendees at the event during peak time. The City may determine the total number of required restroom facilities on a case-by-case basis. Organizer shall post signs or markers to prohibit lines or crowds forming near the event's restroom facilities without maintaining a distance of at least six (6) feet from other people.

11. Organizer shall post signs or markers to prohibit lines or crowds forming near food vendors and should encourage attendees to bring their own water. Alcohol, beer and/or wine shall be prohibited at the event without approval of a written resolution of City Council.

12. Organizer shall coordinate with food vendors to offer touchless payment options, if possible and available, or provide a tray for the exchange of payment to avoid hand-to-hand contact. Frequently touched surfaces should be cleaned after each customer and customers are encouraged to use their own pens.

13. At no cost to the City, Organizer shall be responsible for hiring no fewer than two (2) off-duty City of Columbia police officers during the hours of 4:00 p.m. until 9:00 p.m.

WHEREAS, it has been determined that such an event would be in the public interest; NOW, THEREFORE,

BE IT RESOLVED by the Mayor and Council this _____ day of _____, 2023, that the sale of liquor, beer and wine beverages in plastic containers or cans only is authorized between the hours of 5:00 p.m. and 8:00 p.m. on October 6, 2023; and,

BE IT FURTHER RESOLVED that all vendors be restricted to stationary location and,

BE IT FURTHER RESOLVED that organizer is responsible or shall make arrangements for the cleanup of all trash and debris within the festival area and shall place same in the roll carts provided by the City. Any overflow of trash and debris shall be placed in garbage bags with the top securely closed and placed beside the City roll carts. The number of roll carts needed for the event shall be determined by organizer and the City Solid Waste Division prior to the event and placed throughout the event area to ensure that trash and debris are well contained. Roll carts and bagged trash and debris shall be returned to the collection point designated by the City in a timely manner. If the organizer has not opted to use City services to clean up the festival area, any costs incurred by the City in removing loose trash and debris within the festival area, which the organizer has failed to clean up, shall be billed to and paid by the organizer; and,

BE IT FURTHER RESOLVED that outdoor possession and consumption of liquor, beer, wine beverages unless the appropriate permits or licenses, if required are issued by the SCDOR and all outdoor musical performances and use of sound-amplifying devices shall end by 10:00 p.m. due to the proximity of the event to residential properties; and,

BE IT FURTHER RESOLVED that only pedestrian traffic will be allowed within the area. All other traffic, including, but not limited to, automobiles, trucks, motorcycles, mopeds, bicycles, skate boards, and horses, except police horses, police golf carts, and horse-drawn carriages, is prohibited. All pets, including snakes, shall be prohibited. Coolers, glass bottles, breakable glasses and/or cups, large bags and backpacks shall be prohibited; and,

BE IT FURTHER RESOLVED that during the designated time the closed portion of the courtyard/plaza area adjacent to the Museum for McQueen Opening that serves as the designated event area, with the exception of the parking area and any other areas posted as to not allow alcoholic liquors or alcoholic beverages is deemed to be the site of a public festival at which liquor, beer and wine beverages may be consumed and the prohibition against possession or consumption of alcoholic beverages set forth in Sec. 14-99 shall not apply as to the possession and consumption of liquor, beer and/or wine beverages. Possession and consumption of liquor, beer and wine beverages shall be permitted only in plastic cups, plastic or aluminum bottles or aluminum cans provided by vendors within the areas designated.

PROVIDED, FURTHER, that the event organizer shall provide the names and cell phone numbers of a least two contact persons who can receive complaints during the event, including any set up and breakdown times. The cell phones shall remain on at all times during the event and during any set up and breakdown time.

PROVIDED, FURTHER, that failure of the event organizer to strictly comply with the time frames and other requirements and responsibilities set forth in this resolution may result in a denial of subsequent requests to allow the event.

PROVIDED, HOWEVER, that no solicitation or transactions be made in violation of Sec. 14-32, 1998 Code of Ordinances of the City of Columbia, South Carolina.

BE IT FURTHER RESOLVED that should the organizer reschedule the event for another date beyond one (1) week from the date of the originally scheduled event, a request for a resolution of City Council approving the new date of the event shall be required.

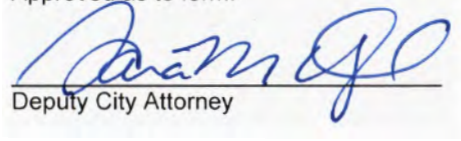
Requested by:

Assistant City Manager Shealy

Approved by:

City Manager

Approved as to form:


Deputy City Attorney

Introduced:

Final Reading:

Mayor

ATTEST:

City Clerk

LEGAL DEPARTMENT DRAFT

DATE OF REQUEST	8/3/2023	REQUESTOR'S NAME/CONTACT INFORMATION (E-MAIL/ PHONE#/FAX#)	Catherine D'Angelo cdangelo@columbiamuseum.org 803-343-2160	25.b
ESTIMATED NUMBER OF ATTENDEES ANTICIPATED:	600			
EVENT NAME/PURPOSE (i.e., St. Patrick's/Charity Fund-raiser)	McQueen Opening			
DATE(S) OF EVENTS: (multiple day can be on one request)	10/6/2023			
RAIN CONTINGENCY DATE: (Rescheduling due to inclement weather is allowed once within one week from the date of the originally scheduled event upon 24-hours written notice to the City without a new request. The time of event operation shall remain the same.)	N/A			
LOCATION OF EVENT (i.e., Amphitheater area of Finlay Park; 1300 and 1400 blocks of Main Street between Lady Street and Hampton Street)	Columbia Museum of Art 1515 Main St. Columbia, SC 29201			
STREET(S) OR PARK AREA TO BE CLOSED (i.e., 1300 and 1400 blocks of Main Street between Lady Street and Hampton Street; Amphitheater area of Finlay Park; Boyd Plaza)	Boyd Plaza			
HOURS FOR STREET(S) OR PARK AREA TO BE CLOSED (i.e., 5:00 p.m. - 12:00 a.m.) ALLOW TIME FOR SET UP/CLEAN UP	4:00pm - 9:30pm			
HOURS OF EVENT (i.e., 6:00 p.m. - 10:00 p.m.)*	5:00pm - 8:30pm			
HOURS OF SERVICE OF BEER/WINE/LIQUOR BEVERAGES (Service should end one-half hour prior to end of event (i.e., event is 6-10 p.m., beer/wine service is 6-9:30 p.m.)*	5:00pm - 8:00pm			
Do you intend to serve liquor in addition to beer and wine? Yes ☒ No ☐				

***DUE TO COVID-19 THERE ARE ADDITIONAL REQUIREMENTS AND PROCEDURES THAT MUST BE IN PLACE TO INSURE PUBLIC SAFETY. PLEASE PROVIDE YOUR SAFETY PLAN/PROTOCOL WITH DRAWING DEPICTING CLEANING/SANITIZATION AREAS WITH YOUR SPECIAL EVENT REQUEST FORM* When publicizing the event in the community, the Organizer shall include the statement: "NO CONCEALABLE WEAPONS ALLOWED" to ensure the public has prior notice of this restriction.**

Requests should be submitted by mail, e-mail or fax at least **NINETY (90) days in advance of the event** to allow for preparation and review of the Resolution and scheduling on Council's agenda. Requests should be faxed to (803-737-4250) or mailed to City Attorney's Office, ATTN: Special Event Request, POB 667, Columbia, SC 29202. A draft Resolution will be prepared and forwarded for review to the event organizer, as well as to the City departments for coordination of City services and requirements (i.e., Police, Solid Waste, Parks and Recreation, etc.). Written approval from the neighborhood president and adjoining business/property owners must be provided before requests will be submitted to City Council. The event organizer is responsible for obtaining a permit or license if required by the South Carolina Department of Revenue.

***All outdoor musical performances and use of sound-amplifying devices shall end by 10:00 p.m. due to the proximity of events to residential properties. VIP tents or VIP areas for possession and consumption of beer and wine beverages within the event area are PROHIBITED.**

NOTE: **This form should only be used for public events where beer and/or wine and/or liquor are to be sold and consumed on City property** (i.e., Main Street Latin Festival, St. Patrick's Festival, Vista Lights,, Rocky Shoals Spider Lily Festival, etc.).

This form **should not** be used to request use of City property for **private** events (birthday, retirement, anniversary parties, etc.) nor for sidewalk sales or neighborhood block parties. Requests for private events at City parks should be made through the Parks and Recreation Department. Requests for sidewalk sales which exclude the sale, possession and consumption of alcoholic beverages should be made to the City Manager. Requests for street closings for private neighborhood block parties should be made to the Police Department Special Events and Public Safety. Possession, distribution and consumption of any type of alcoholic beverage at neighborhood block parties shall be restricted to private property and is prohibited on sidewalks, streets and parks.

Fire Marshal George N. Adams, Jr.; 803-545-3703; george.adams@columbiasc.gov
 Legal Department – Jennifer L. Hendrix; 803-737-4242; fax 803-737-4250 - resolution preparation
 Parking Services – Tori Salvant; (803) 545-0287; tori.salvant@columbiasc.gov - meter bagging
 Parks and Recreation - Pearl Osborne; 803-545-3100; pearl.osborne@columbiasc.gov park reservations
 Police Department Special Events - Sgt. Jennifer L. Jordan; (803) 545-3514; jennifer.jordan@columbiasc.gov - parade permit, police, safety protocol
 Police Department Community Services - Brenda Murphy; 803-545-3507; brenda.murphy@columbiasc.gov - street closing



**CITY OF COLUMBIA POLICE DEPARTMENT
1 JUSTICE SQUARE
COLUMBIA, SOUTH CAROLINA 29201
(803) 545-3500
SPECIAL DUTY REQUEST FORM**



I, Catherine D'Angelo on behalf of the Columbia Museum of Art, request the services of the City of Columbia Police
(Individual/Business)

Department to perform law enforcement duties at Boyd Plaza, 1515 Main Street, Columbia, SC 29201
(Location for Assignment)

for the time period of October 6, 2023 from 4:00pm to 9:00pm
(Date(s) / Hours)

I understand when performing Special Duty Assignments, officers are subject to all directives and procedures of the City of Columbia Police Department, and will act only under the Chief's authority to enforce all applicable State and Local Laws.

I understand that officers are subject to calls in the immediate area of the Special Duty Location and will respond to any situation deemed necessary by the police department, officers or dispatch.

I understand this request for services is with the City of Columbia Police Department which will assign officers to perform Special Duty assignments. Payment for services is Thirty-Five (\$35.00) dollars per hour for each assigned officer. There is a three (3) hour minimum on working special duty and no cash payments are allowed.

By signing below and upon final approval of this request, the parties hereto, their administrators, assigns Legal representatives, affiliated companies, agents, officers, directors, shareholders and partners (hereinafter "party" or "parties") agree that any dispute, claim, controversy or proceeding arising out of or relating to this Agreement, and/or including payment or failure thereof for services rendered by the City of Columbia Police Department shall be tried and litigated exclusively in the State and Federal courts located in the County of Richland/Lexington, State of South Carolina. The aforementioned choice of venue is intended by the parties to be mandatory and not permissive in nature, thereby precluding the possibility of litigation between the parties with respect to or arising out of this Agreement in any jurisdiction other than that specified in this paragraph. Each party hereby waives any right it may have to assert the doctrine of forum non conveniens or similar doctrine or to object to venue with respect to any proceeding brought in accordance with this paragraph, and stipulates that the State and Federal courts located in the County of Richland/Lexington shall be in personam jurisdiction and venue over each of them for the purpose of litigating any dispute, claim, controversy or proceeding arising out of or related to this Agreement.

The completed form must be signed and returned to the Special Duty Coordinator who will forward to the Office of the Special Operations Major for final approval.

THE CHIEF OF POLICE HAS THE AUTHORITY TO DISCONTINUE PROVIDING SPECIAL DUTY ASSIGNMENTS AT HIS DISCRETION.

APPROVED: SPECIAL OPERATIONS MAJOR

DATE

PRINT NAME OF ASSIGNED OFFICER

CONTACT NUMBER

SIGNATURE OF OFFICER'S SUPERVISOR

Catherine D'Angelo
SIGNATURE OF REQUESTOR

8/3/23
DATE

803-343-2160
CONTACT NUMBER OF REQUESTOR

SOCIAL SECURITY NO. OF REQUESTOR

TAX I.D. NO. OF REQUESTOR (IF APPLICABLE)



We Are Columbia

MEETING DATE: September 19, 2023

DEPARTMENT: Legal Department

FROM: *Teresa Knox, City Attorney*

SUBJECT: Resolution No.: 2023-067 - Authorizing consumption of beer and wine only at Paint the Town Garnet and Black – USC Homecoming Event at 747 Saluda Avenue, perimeter around the Fountain Plaza and 727 Harden Street Parking Lot and 2000 block of Greene Street on Friday, October 13, 2023

FUNDING SOURCE & ORIGINAL BUDGET:

FOCUS AREAS: Planning Together

ATTACHMENTS:

- **#a:** R-2023-067 - Paint the Town Garnet and Black - USC Homecoming Event (Oct 13) (PDF)
- **#b:** Event Resolution_PTTGB (PDF)
- **#c:** Special Duty Request_PTTGB (PDF)

RESOLUTION NO.: R-2023-067

Authorizing consumption of beer and wine only at Paint the Town Garnet and Black – USC Homecoming Event at 747 Saluda Avenue, perimeter around the Fountain Plaza and 727 Harden Street Parking Lot and 2000 block of Greene Street on Friday, October 13, 2023

WHEREAS, the Five Points Association (hereinafter "Sponsor" or "Organizer") is sponsoring Paint the Town Garnet and Black – USC Homecoming Event on Friday, October 13, 2023 from 6:00 p.m. until 9:00 p.m. on 747 Saluda Avenue, the perimeter around the Fountain Plaza and 727 Harden Street Parking Lot and the 2000 block of Greene Street; and

WHEREAS, the Sponsor has requested permission for the temporary closing of 727 Harden Street (mural lot) from 10:00 a.m. to 11:59 p.m. and the 2000 block of Greene Street, loading zone and 747 Saluda Avenue in front of Saluda's from 4:00 p.m. to 11:59 p.m. for preparation and staging of the area and for crowd control and overflow at the outdoor event to be held on Friday, October 13, 2023, between 6:00 p.m. and 9:00 p.m.; and for patrons to consume beer and wine only at the event during the hours of 6:00 p.m. and 8:30 p.m.; and,

WHEREAS, to ensure the safety of attendees, Organizer understands and agrees as follows:

1. Firearms shall be prohibited at 747 Saluda Avenue, the perimeter around the Fountain Plaza and 727 Harden Street Parking Lot and the 2000 block of Greene Street on Friday, October 13, 2023 from 6:00 p.m. until 9:00 p.m. regardless of whether such firearm is carried openly or concealed, and regardless of whether the individual carrying such firearm is a valid concealed weapons permit holder.
2. The Organizer shall establish a boundary line around the event space at 747 Saluda Avenue, the perimeter around the Fountain Plaza and 727 Harden Street Parking Lot and the 2000 block of Greene Street; and the Organizer shall ensure all entrance points into the permitted event area are posted with signage stating "NO CONCEALABLE WEAPONS ALLOWED" that complies with the size and formatting requirements of section 23-31-235 of the South Carolina Code.
3. When publicizing the event in the community, the Organizer shall include the statement: "NO CONCEALABLE WEAPONS ALLOWED" to ensure the public has prior notice of this restriction.
4. Organizer shall work with the City to develop a written plan and design a footprint of the event area that adheres to COVID-19 pandemic safety and social distancing protocols as published by the CDC and SCDHEC, and Organizer shall modify the plans and footprint as safety protocols published by the CDC and SCDHEC are updated.
5. The City may cancel the event at any time based upon public safety and/or public health concerns. The City shall not be financially responsible for any costs associated with the cancellation of the event.
6. Organizer shall display signs (physical and/or electronic) throughout the event area that discourage physical contact, such as hugs, handshakes, fist bumps, and high-fives during the event.
7. Organizer shall require that its agents, employees, vendors, contractors, and event attendees adhere to all applicable COVID-19 health and safety guidelines in effect at the time of the event.
8. To the extent the event occurs during a time in which the City has in effect any emergency ordinance or ordinance requiring face coverings or adherence to social distancing requirements, Organizer shall require that its agents, employees, vendors, contractors, and event attendees comply with the requirements of such ordinance(s).
9. The City strongly encourages Organizer to require that its agents, employees, vendors, contractors, and event attendees provide proof that they have been fully vaccinated against the SARS-CoV-2 virus prior to being granted permission to enter the event.
10. Organizer is required to provide portable restroom facilities at the event unless it can substantiate the sufficient availability of both ADA accessible and non-accessible facilities in the immediate area of the event site which will be available to the public during the event. Organizer is to provide a minimum of four (4) chemical or portable toilets and two (2) wash stations for every 250 people, or portion thereof who attends the event. Ten percent (10%) of

these facilities shall be ADA accessible. This figure is based upon the maximum number of attendees at the event during peak time. The City of Columbia may determine the total number of required restroom facilities on a case-by-case basis. Organizer shall post signs or markers to prohibit lines or crowds forming near the restroom without maintaining a distance of at least six (6) feet from other people.

11. Organizer shall post signs or markers to prohibit lines or crowds forming near food vendors and should encourage attendees to bring their own water. Alcohol, beer and/or wine shall be prohibited at the event without approval of a written resolution of City Council.

12. Organizer shall coordinate with food vendors to offer touchless payment options, if possible and available, or provide a tray for the exchange of payment to avoid hand-to-hand contact. Frequently touched surfaces should be cleaned after each customer and customers are encouraged to use their own pens.

13. At no cost to the City, Organizer shall be responsible for hiring no fewer than two (2) off-duty City of Columbia police officers during the hours of 12:00 p.m. and 11:59 p.m.

WHEREAS, it has been determined that such an event would be in the public interest; NOW, THEREFORE,

BE IT RESOLVED by the Mayor and Council this _____ day of _____, 2023, that the sale of beer and wine beverages only in plastic containers or cans only is authorized between the hours of 6:00 p.m. and 8:30 p.m. on Friday, October 13, 2023; and,

BE IT FURTHER RESOLVED that all vendors be restricted to stationary location and that the Sponsor shall approve or disapprove all amplified entertainment activities; and,

BE IT FURTHER RESOLVED that possession and consumption of alcoholic liquors or alcoholic beverages other than beer and/or wine beverages only within the event area is prohibited; and,

BE IT FURTHER RESOLVED that VIP tents or VIP areas for the possession and consumption of alcoholic liquors or alcoholic beverages, other than beer or wine beverages only, within the event area are prohibited; and,

BE IT FURTHER RESOLVED that Organizer is responsible or shall make arrangements for the clean-up of all trash and debris within the event area and shall place same in the roll carts provided by the City. Any overflow of trash and debris shall be placed in garbage bags with the top securely closed and placed beside the City roll carts. The number of roll carts needed for the event shall be determined by Organizer and the City's Solid Waste Division prior to the event and placed throughout the event area to ensure that trash and debris are well contained. Organizer shall return the roll carts and bagged trash and debris to the collection point designated by the City in a timely manner. If the Organizer has not opted to use City services to clean up the event area, any costs incurred by the City in removing loose trash and debris within the event area, which the Organizer has failed to clean up, shall be billed to and paid by the Organizer; and,

BE IT FURTHER RESOLVED that outdoor possession and consumption of beer and wine beverages only, all outdoor musical performances and use of sound-amplifying devices shall end by 10:00 p.m. due to the proximity of the event to residential properties; and,

BE IT FURTHER RESOLVED that only pedestrian traffic will be allowed within the event area. All other traffic, including, but not limited to, automobiles, trucks, motorcycles, mopeds, bicycles, skate boards, and horses, golf carts (except police golf carts or ATVs), and horse-drawn carriages, is prohibited. All pets with the exception of dogs including cats, horses, birds, lizards, and snakes, are prohibited. Coolers, glass bottles, breakable drinking glasses and/or cups, large bags, and backpacks shall be prohibited inside the event area; and,

BE IT FURTHER RESOLVED that during the designated time from 6:00 p.m. until 9:00 p.m. on Friday, October 13, 2023, 747 Saluda Avenue, the perimeter around the Fountain Plaza and 727 Harden Street Parking Lot and 2000 block of Greene Street; serves as the designated event area, with the exception of the parking area and any other areas posted as to not allow alcoholic beverages, shall be declared to be a Public Park and the provisions of Chapter

15, Parks and Recreation, Sec. 15-1, 15-2, and 15-3, of the Code of Ordinances of the City of Columbia, South Carolina are in effect. Pursuant to Chapter 14, Offenses and Miscellaneous Provisions, Article IV, Offenses Against the Public Peace and Order, Sec. 14-99, of the Code of Ordinances of the City of Columbia, South Carolina, the designated event area of 747 Saluda Avenue, perimeter around the Fountain Plaza and 727 Harden Street Parking Lot and 2000 block of Greene Street with the exception of the parking area and any other areas posted as to not allow alcoholic beverages, is deemed to be the site of a public festival at which beer and wine beverages only may be consumed and the prohibition against possession or consumption of alcoholic beverages set forth in Sec. 14-99 shall not apply to the possession or consumption of beer or wine within the designated event area. Possession and consumption of beer and wine beverages shall be permitted only in containers provided by vendors within the areas designated, and such containers provided by vendors for the sale of beer and wine may only be in plastic containers or cans.

PROVIDED, FURTHER, that the event organizer shall provide the names and cell phone numbers of a least two contact persons who can receive and address complaints during the event, including any set up and breakdown times. The cell phones shall remain on, with ringers and alerts functioning at all times during the event and during any set up and breakdown time.

PROVIDED, FURTHER, that failure of the event Organizer to strictly comply with the time frames and other requirements and responsibilities set forth in this resolution may result in a denial of subsequent requests to allow the event.

PROVIDED, HOWEVER, that no solicitation or transactions be made in violation of Sec. 14-32 of the Code of Ordinances of the City of Columbia, South Carolina.

BE IT FURTHER RESOLVED that should the Organizer reschedule the event for another date beyond one (1) week from the date of the originally scheduled event or inclement weather date, a request for a resolution of City Council approving the new date of the event shall be required.

Requested by:

Assistant City Manager Shealy

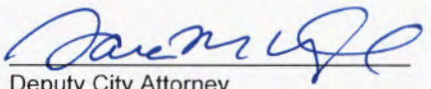
Mayor

Approved by:

City Manager

Approved as to form:

ATTEST:



Deputy City Attorney

Introduced:

Final Reading:

City Clerk

DATE OF REQUEST

8.7.23

REQUESTOR'S NAME/CONTACT
INFORMATION (E-MAIL/
PHONE#/FAX#)Heather McDonald
heather@firepointscolumbia.com
803.748.7373ESTIMATED NUMBER OF
ATTENDEES ANTICIPATED:

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

Paint the Town Garnet : Black

DATE(S) OF EVENTS: (multiple day can be on one request)

Friday, October 13, 2023

RAIN CONTINGENCY DATE: (Rescheduling due to inclement weather is allowed once within one week from the date of the originally scheduled event upon 24-hours written notice to the City without a new request. The time of event operation shall remain the same.)

N/A

LOCATION OF EVENT

(i.e., Amphitheater area
of Finlay Park; 1300 and 1400 blocks
of Main Street between Lady Street
and Hampton Street)747 Saluda Avenue (perimeter of fountain)
127 Harden Street (mural lot)STREET(S) OR PARK AREA TO BE
CLOSED(i.e., 1300 and 1400 blocks of Main
Street between Lady Street and
Hampton Street; Amphitheater area of
Finlay Park; Boyd Plaza)747 Saluda Avenue (perimeter of
fountain : loading zone lane)
727 Harden Street (all access points
to mural lot)

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

(i.e., 5:00 p.m. - 12:00 a.m.) ALLOW TIME FOR SET UP/CLEAN UP

747 Saluda Ave @ 4:00 pm
727 Harden Street Mural Lot
10:00 am

HOURS OF EVENT

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

6:00 pm - 9:00 pm

HOURS OF SERVICE OF BEER/WINE/LIQUOR BEVERAGES

(Service should end one-half hour prior to end of event
(i.e., event is 6-10 p.m., beer/wine service is 6-9:30 p.m.)*

6:00 pm - 9:30 pm

Do you intend to serve liquor in addition to beer and wine? Yes ☐ No ☒

***DUE TO COVID-19 THERE ARE ADDITIONAL REQUIREMENTS AND PROCEDURES THAT MUST BE IN PLACE TO INSURE PUBLIC SAFETY. PLEASE PROVIDE YOUR SAFETY PLAN/PROTOCOL WITH DRAWING DEPICTING CLEANING/SANITIZATION AREAS WITH YOUR SPECIAL EVENT REQUEST FORM* When publicizing the event in the community, the Organizer shall include the statement: "NO CONCEALABLE WEAPONS ALLOWED" to ensure the public has prior notice of this restriction.**

Requests should be submitted by mail, e-mail or fax at least **NINETY (90) days in advance of the event** to allow for preparation and review of the Resolution and scheduling on Council's agenda. Requests should be faxed to (803-737-4250), mailed to City Attorney's Office, ATTN: Special Event Request, POB 667, Columbia, SC 29202 or e-mailed to Jennifer.Hendrix@columbiasc.gov. A draft Resolution will be prepared and forwarded for review to the event organizer, as well as to the City departments for coordination of City services and requirements (i.e., Police, Solid Waste, Parks and Recreation, etc.). Written approval from the neighborhood president and adjoining business/ property owners must be provided before requests will be submitted to City Council. The event organizer is responsible for obtaining a permit or license if required by the South Carolina Department of Revenue.

***All outdoor musical performances and use of sound-amplifying devices shall end by 10:00 p.m. due to the proximity of events to residential properties. VIP tents or VIP areas for possession and consumption of beer and wine beverages within the event area are PROHIBITED.**

NOTE: **This form should only be used for public events where beer and/or wine and/or liquor are to be sold and consumed on City property** (i.e., Main Street Latin Festival, St. Patrick's Festival, Vista Lights, Rocky Shoals Spider Lily Festival, etc.).

This form **should not** be used to request use of City property for **private** events (birthday, retirement, anniversary parties, etc.) nor for sidewalk sales or neighborhood block parties. Requests for private events at City parks should be made through the Parks and Recreation Department. Requests for sidewalk sales which exclude the sale, possession and consumption of alcoholic beverages should be made to the City Manager. Requests for street closings for private neighborhood block parties should be made to the Police Department Special Events and Public Safety. Possession, distribution and consumption of any type of alcoholic beverage at neighborhood block parties shall be restricted to private property and is prohibited on sidewalks, streets and parks.

Fire Marshal George N. Adams, Jr.; 803-545-3703; george.adams@columbiasc.gov
Legal Department - Jennifer L. Hendrix; 803-737-4242; fax 803-737-4250; jennifer.hendrix@columbiasc.gov - resolution preparation
Parking Services - Tori Salvant; (803) 545-0287; tori.salvant@columbiasc.gov - meter bagging
Parks and Recreation - Pearl Osborne; 803-545-3100; pearl.osborne@columbiasc.gov - park reservations
Police Department Special Events - Sgt. Jennifer L. Jordan; (803) 545-3514; jennifer.jordan@columbiasc.gov - parade permit, police, safety protocol
Police Department Community Services - Brenda Murphy; 803-545-3507; brenda.murphy@columbiasc.gov - street closing

Last revised: 8/18/2022



**CITY OF COLUMBIA POLICE DEPARTMENT
1 JUSTICE SQUARE
COLUMBIA, SOUTH CAROLINA 29201
(803) 545-3500
SPECIAL DUTY REQUEST FORM**



I, Heather McDonald \ Five Points Association, request the services of the City of Columbia Police
(Individual/Business)

Department to perform law enforcement duties at 747 Saluda Ave (perimeter of fountain), 2000 BLock of Greene St, 727 Harden St
(Location for Assignment)

for the time period of Friday, October 13, 2023 / 727 Harden St 12pm-10pm, *Other areas 4pm-10pm | Official Event Time: 6pm-9pm
(Date(s) / Hours)

I understand when performing Special Duty Assignments, officers are subject to all directives and procedures of the City of Columbia Police Department, and will act only under the Chief's authority to enforce all applicable State and Local Laws.

I understand that officers are subject to calls in the immediate area of the Special Duty Location and will respond to any situation deemed necessary by the police department, officers or dispatch.

I understand this request for services is with the City of Columbia Police Department which will assign officers to perform Special Duty assignments. **Payment for services is Fifty (\$50.00) dollars per hour for each assigned officer.** There is a three (3) hour minimum on working special duty and **no cash payments** are allowed.

I understand that a cancelation notice must be given within Twenty-Four (24) hours of the event in order to be exempt from payment.

By signing below and upon final approval of this request, the parties hereto, their administrators, assigns Legal representatives, affiliated companies, agents, officers, directors, shareholders and partners (hereinafter "party" or "parties") agree that any dispute, claim, controversy or proceeding arising out of or relating to this Agreement, and/or including payment or failure thereof for services rendered by the City of Columbia Police Department shall be tried and litigated exclusively in the State and Federal courts located in the County of Richland/Lexington, State of South Carolina. The aforementioned choice of venue is intended by the parties to be mandatory and not permissive in nature, thereby precluding the possibility of litigation between the parties with respect to or arising out of this Agreement in any jurisdiction other than that specified in this paragraph. Each party hereby waives any right it may have to assert the doctrine of forum non conveniens or similar doctrine or to object to venue with respect to any proceeding brought in accordance with this paragraph, and stipulates that the State and Federal courts located in the County of Richland/Lexington shall be in personam jurisdiction and venue over each of them for the purpose of litigating any dispute, claim, controversy or proceeding arising out of or related to this Agreement.

The completed form must be signed and returned to the Special Duty Coordinator who will forward to the Office of the Special Operations Major for final approval.

THE CHIEF OF POLICE HAS THE AUTHORITY TO DISCONTINUE PROVIDING SPECIAL DUTY ASSIGNMENTS AT HIS DISCRETION.

APPROVED: SPECIAL OPERATIONS MAJOR

DATE

PRINT NAME OF ASSIGNED OFFICER

CONTACT NUMBERS

SIGNATURE OF OFFICER'S SUPERVISOR

PRINT NAME OF REQUESTOR

SIGNATURE OF REQUESTOR

08/07/23

DATE

803.748.7373 | 803.315.5557

CONTACT NUMBER OF REQUESTOR

heather@fivepointscolumbia.com

EMAIL ADDRESS OF REQUESTOR



We Are Columbia

MEETING DATE: September 19, 2023

DEPARTMENT: Legal Department

FROM: *Teresa Knox, City Attorney*

SUBJECT: Resolution No.: 2023-068 - Authorizing consumption of beer, wine and liquor at JerryFest at the Five Points Fountain on Sunday, October 1, 2023

FUNDING SOURCE & ORIGINAL BUDGET:

FOCUS AREAS: Planning Together

ATTACHMENTS:

- **#a:** R-2023-068 - Jerry Fest (Oct 1) (PDF)
- **#b:** JerryFest_Special Duty Request (PDF)
- **#c:** Event Resolution_JerryFest (PDF)

RESOLUTION NO.: R-2023-068

*Authorizing consumption of beer, wine and liquor at JerryFest at the Five Points Fountain on Sunday,
October 1, 2023*

WHEREAS, the Five Points Association (hereinafter "Sponsor" or "Organizer") is sponsoring JerryFest on Sunday, October 1, 2023 from 11:30 a.m. until 8:00 p.m. on Saluda Avenue in front of Saluda's at 747 Saluda Avenue, half of the 2000 block of Greene Street, the fountain plaza, the loading zone section of Saluda Avenue between the fountain and the Harden Street parking lot and the parking lot at 727 Harden Street; and

WHEREAS, the Sponsor has requested permission for the temporary closing and use of Saluda Avenue in front of Saluda's at 747 Saluda Avenue, half of the 2000 block of Greene Street, the fountain plaza, the loading zone section of Saluda Avenue between the fountain and the Harden Street parking lot and the parking lot at 727 Harden Street from 8:00 a.m. until 10:00 p.m. for preparation and staging of the area and for crowd control and overflow at the outdoor event to be held on Sunday, October 1, 2023, between 11:30 a.m. and 8:00 p.m.; and for patrons to consume beer, wine and liquor beverages at the event during the hours of 11:30 a.m. and 7:30 p.m.; and,

WHEREAS, to ensure the safety of attendees, Organizer understands and agrees as follows:

1. Firearms shall be prohibited at Saluda Avenue in front of Saluda's at 747 Saluda Avenue, half of the 2000 block of Greene Street, the fountain plaza, the loading zone section of Saluda Avenue between the fountain and the Harden Street parking lot and the parking lot at 727 Harden Street on Sunday, October 1, 2023 from 11:30 a.m. until 8:00 p.m. regardless of whether such firearm is carried openly or concealed, and regardless of whether the individual carrying such firearm is a valid concealed weapons permit holder.
2. The Organizer shall establish a boundary line around the event space at Saluda Avenue in front of Saluda's at 747 Saluda Avenue, half of the 2000 block of Greene Street, the fountain plaza, the loading zone section of Saluda Avenue between the fountain and the Harden Street parking lot and the parking lot at 727 Harden Street; and the Organizer shall ensure all entrance points into the permitted event area are posted with signage stating "NO CONCEALABLE WEAPONS ALLOWED" that complies with the size and formatting requirements of section 23-31-235 of the South Carolina Code.
3. When publicizing the event in the community, the Organizer shall include the statement: "NO CONCEALABLE WEAPONS ALLOWED" to ensure the public has prior notice of this restriction.
4. Organizer shall work with the City to develop a written plan and design a footprint of the event area that adheres to COVID-19 pandemic safety and social distancing protocols as published by the CDC and SCDHEC, and Organizer shall modify the plans and footprint as safety protocols published by the CDC and SCDHEC are updated.
5. The City may cancel the event at any time based upon public safety and/or public health concerns. The City shall not be financially responsible for any costs associated with the cancellation of the event.
6. Organizer shall display signs (physical and/or electronic) throughout the event area that discourage physical contact, such as hugs, handshakes, fist bumps, and high-fives during the event.
7. Organizer shall require that its agents, employees, vendors, contractors, and event attendees adhere to all applicable COVID-19 health and safety guidelines in effect at the time of the event.

8. To the extent the event occurs during a time in which the City has in effect any emergency ordinance or ordinance requiring face coverings or adherence to social distancing requirements, Organizer shall require that its agents, employees, vendors, contractors, and event attendees comply with the requirements of such ordinance(s).

9. The City strongly encourages Organizer to require that its agents, employees, vendors, contractors, and event attendees provide proof that they have been fully vaccinated against the SARS-CoV-2 virus prior to being granted permission to enter the event.

10. Organizer is required to provide portable restroom facilities at the event unless it can substantiate the sufficient availability of both ADA accessible and non-accessible facilities in the immediate area of the event site which will be available to the public during the event. Organizer is to provide a minimum of four (4) chemical or portable toilets and two (2) wash stations for every 250 people, or portion thereof who attends the event. Ten percent (10%) of these facilities shall be ADA accessible. This figure is based upon the maximum number of attendees at the event during peak time. The City of Columbia may determine the total number of required restroom facilities on a case-by-case basis. Organizer shall post signs or markers to prohibit lines or crowds forming near the restroom without maintaining a distance of at least six (6) feet from other people.

11. Organizer shall post signs or markers to prohibit lines or crowds forming near food vendors and should encourage attendees to bring their own water. Liquor, beer and/or wine shall be prohibited at the event without approval of a written resolution of City Council and without the proper permits or licenses, if required, issued by the SCDOR for the possession and/or consumption of such alcoholic beverages.

12. Organizer shall coordinate with food vendors to offer touchless payment options, if possible and available, or provide a tray for the exchange of payment to avoid hand-to-hand contact. Frequently touched surfaces should be cleaned after each customer and customers are encouraged to use their own pens.

13. At no cost to the City, Organizer shall be responsible for hiring no fewer than two (2) off-duty City of Columbia police officers during the hours of 8:00 a.m. and 10:00 p.m.

WHEREAS, it has been determined that such an event would be in the public interest; NOW, THEREFORE,

BE IT RESOLVED by the Mayor and Council this _____ day of _____, 2023, that the sale of liquor, beer and wine beverages in plastic containers or cans only is authorized between the hours of 11:30 a.m. and 7:30 p.m. on Sunday, October 1, 2023; and,

BE IT FURTHER RESOLVED that all vendors be restricted to stationary location and that the Sponsor shall approve or disapprove all amplified entertainment activities; and,

BE IT FURTHER RESOLVED that possession and consumption of alcoholic liquors or alcoholic beverages other than beer and/or wine beverages only within the event area is prohibited; and,

BE IT FURTHER RESOLVED that Organizer is responsible or shall make arrangements for the clean-up of all trash and debris within the event area and shall place same in the roll carts provided by the City. Any overflow of trash and debris shall be placed in garbage bags with the top securely closed and placed beside the City roll carts. The number of roll carts needed for the event shall be determined by Organizer and the City's Solid Waste Division prior to the event and placed throughout the event area to ensure that trash and debris are well contained. Organizer shall return the roll carts and bagged trash and debris to the collection point designated by the City in a timely manner. If the Organizer has not opted to use City services to clean up the event area, any costs incurred by the City in removing loose trash and

debris within the event area, which the Organizer has failed to clean up, shall be billed to and paid by the Organizer; and,

BE IT FURTHER RESOLVED that outdoor possession and consumption of liquor, beer and wine beverages, unless the appropriate permits or licenses, if required are issued by SCDOR and all outdoor musical performances and use of sound-amplifying devices shall end by 10:00 p.m. due to the proximity of the event to residential properties; and,

BE IT FURTHER RESOLVED that only pedestrian traffic will be allowed within the event area. All other traffic, including, but not limited to, automobiles, trucks, motorcycles, mopeds, bicycles, skate boards, and horses, golf carts (except police golf carts or ATVs), and horse-drawn carriages, is prohibited. All pets with the exception of dogs including cats, horses, birds, lizards, and snakes, are prohibited. Coolers, glass bottles, breakable drinking glasses and/or cups, large bags, and backpacks shall be prohibited inside the event area; and,

BE IT FURTHER RESOLVED that during the designated event's dates and times from 11:30 a.m. until 8:00 p.m. on Sunday, October 1, 2023, Saluda Avenue in front of Saluda's at 747 Saluda Avenue, half of the 2000 block of Greene Street, the fountain plaza, the loading zone section of Saluda Avenue between the fountain and the Harden Street parking lot and the parking lot at 727 Harden Street; serves as the designated event area, with the exception of the parking area and any other areas posted as to not allow alcoholic beverages, shall be declared to be a Public Park and the provisions of Chapter 15, Parks and Recreation, Sec. 15-1, 15-2, and 15-3, of the Code of Ordinances of the City of Columbia, South Carolina are in effect. Pursuant to Chapter 14, Offenses and Miscellaneous Provisions, Article IV, Offenses Against the Public Peace and Order, Sec. 14-99, of the Code of Ordinances of the City of Columbia, South Carolina, the designated event area of Saluda Avenue in front of Saluda's at 747 Saluda Avenue, half of the 2000 block of Greene Street, the fountain plaza, the loading zone section of Saluda Avenue between the fountain and the Harden Street parking lot and the parking lot at 727 Harden Street with the exception of the parking area and any other areas posted as to not allow alcoholic beverages, is deemed to be the site of a public festival at which liquor, beer and wine beverages may be consumed and the prohibition against possession or consumption of alcoholic beverages set forth in Sec. 14-99 shall not apply to the possession or consumption of liquor, beer or wine within the designated event area. Possession and consumption of liquor, beer and wine beverages shall be permitted only in plastic cups, plastic or aluminum bottles or aluminum cans provided by vendors within the areas designated.

PROVIDED, FURTHER, that the event organizer shall provide the names and cell phone numbers of a least two contact persons who can receive and address complaints during the event, including any set up and breakdown times. The cell phones shall remain on, with ringers and alerts functioning at all times during the event and during any set up and breakdown time.

PROVIDED, FURTHER, that failure of the event Organizer to strictly comply with the time frames and other requirements and responsibilities set forth in this resolution may result in a denial of subsequent requests to allow the event.

PROVIDED, HOWEVER, that no solicitation or transactions be made in violation of Sec. 14-32 of the Code of Ordinances of the City of Columbia, South Carolina.

BE IT FURTHER RESOLVED that should the Organizer reschedule the event for another date beyond one (1) week from the date of the originally scheduled event or inclement weather date, a request for a resolution of City Council approving the new date of the event shall be required.

LEGAL DEPARTMENT DRAFT

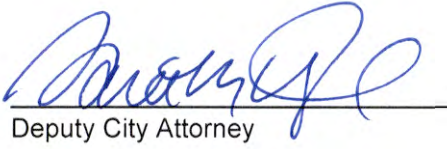
Requested by:

Assistant City Manager Shealy

Approved by:

City Manager

Approved as to form:


Deputy City Attorney

Introduced:
Final Reading:

Mayor

ATTEST:

City Clerk

LEGAL DEPARTMENT DRAFT



**CITY OF COLUMBIA POLICE DEPARTMENT
1 JUSTICE SQUARE
COLUMBIA, SOUTH CAROLINA 29201
(803) 545-3500
SPECIAL DUTY REQUEST FORM**



I, Heather McDonald \ Five Points Association, request the services of the City of Columbia Police
(Individual/Business)

Department to perform law enforcement duties at 747 Saluda Ave (perimeter of fountain), 2000 Block of Greene St, 727 Harden St
(Location for Assignment)

for the time period of Sunday, October 1, 2023 / 9am - 10 pm
(Date(s) / Hours)

I understand when performing Special Duty Assignments, officers are subject to all directives and procedures of the City of Columbia Police Department, and will act only under the Chief's authority to enforce all applicable State and Local Laws.

I understand that officers are subject to calls in the immediate area of the Special Duty Location and will respond to any situation deemed necessary by the police department, officers or dispatch.

I understand this request for services is with the City of Columbia Police Department which will assign officers to perform Special Duty assignments. **Payment for services is Fifty (\$50.00) dollars per hour for each assigned officer.** There is a three (3) hour minimum on working special duty and **no cash payments** are allowed.

I understand that a cancelation notice must be given within Twenty-Four (24) hours of the event in order to be exempt from payment.

By signing below and upon final approval of this request, the parties hereto, their administrators, assigns Legal representatives, affiliated companies, agents, officers, directors, shareholders and partners (hereinafter "party" or "parties") agree that any dispute, claim, controversy or proceeding arising out of or relating to this Agreement, and/or including payment or failure thereof for services rendered by the City of Columbia Police Department shall be tried and litigated exclusively in the State and Federal courts located in the County of Richland/Lexington, State of South Carolina. The aforementioned choice of venue is intended by the parties to be mandatory and not permissive in nature, thereby precluding the possibility of litigation between the parties with respect to or arising out of this Agreement in any jurisdiction other than that specified in this paragraph. Each party hereby waives any right it may have to assert the doctrine of forum non conveniens or similar doctrine or to object to venue with respect to any proceeding brought in accordance with this paragraph, and stipulates that the State and Federal courts located in the County of Richland/Lexington shall be in personam jurisdiction and venue over each of them for the purpose of litigating any dispute, claim, controversy or proceeding arising out of or related to this Agreement.

The completed form must be signed and returned to the Special Duty Coordinator who will forward to the Office of the Special Operations Major for final approval.

THE CHIEF OF POLICE HAS THE AUTHORITY TO DISCONTINUE PROVIDING SPECIAL DUTY ASSIGNMENTS AT HIS DISCRETION.

APPROVED: SPECIAL OPERATIONS MAJOR

DATE

PRINT NAME OF ASSIGNED OFFICER

CONTACT NUMBERS

SIGNATURE OF OFFICER'S SUPERVISOR

Heather McDonald
PRINT NAME OF REQUESTOR

Heather McDonald
SIGNATURE OF REQUESTOR

08/07/23

DATE

803.748.7373 | 803.315.5557

CONTACT NUMBER OF REQUESTOR

heather@fivepointscolumbia.com

EMAIL ADDRESS OF REQUESTOR

DATE OF REQUEST

8.7.23

REQUESTOR'S NAME/CONTACT
INFORMATION (E-MAIL/
PHONE#/FAX#)Heather McDonald
heather@fivepointscolumbia.com
803.748.738ESTIMATED NUMBER OF
ATTENDEES ANTICIPATED:

2000

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

JennyFest - free music festival

DATE(S) OF EVENTS: (multiple day can be on one request)

10.1.23

RAIN CONTINGENCY DATE: (Rescheduling due to inclement weather is allowed once within one week from the date of the originally scheduled event upon 24-hours written notice to the City without a new request. The time of event operation shall remain the same.)

NA

LOCATION OF EVENT

(i.e., Amphitheater area
of Finlay Park; 1300 and 1400 blocks
of Main Street between Lady Street
and Hampton Street)747 Saluda Avenue (perimeter of fountain)
2000 Block of Greene Street
727 Harden Street (mural lot)STREET(S) OR PARK AREA TO BE
CLOSED(i.e., 1300 and 1400 blocks of Main
Street between Lady Street and
Hampton Street; Amphitheater area of
Finlay Park; Boyd Plaza)2000 Block of Greene St. to Harden
747 Saluda Avenue (loading zone lane
and perimeter of fountain)
727 Harden Street (all access points
@ mural lot)

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

(i.e., 5:00 p.m. - 12:00 a.m.) ALLOW TIME FOR SET UP/CLEAN UP

8am - 10pm

HOURS OF EVENT

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

Yoga morning @ 9 am | Official event time
12pm - 8pm

HOURS OF SERVICE OF BEER/WINE/LIQUOR BEVERAGES

(Service should end one-half hour prior to end of event
(i.e., event is 6-10 p.m., beer/wine service is 6-9:30 p.m.)*

12 pm - 7:30 pm

Do you intend to serve liquor in addition to beer and wine? Yes ☒ No ☐

***DUE TO COVID-19 THERE ARE ADDITIONAL REQUIREMENTS AND PROCEDURES THAT MUST BE IN PLACE TO INSURE PUBLIC SAFETY. PLEASE PROVIDE YOUR SAFETY PLAN/PROTOCOL WITH DRAWING DEPICTING CLEANING/SANITIZATION AREAS WITH YOUR SPECIAL EVENT REQUEST FORM* When publicizing the event in the community, the Organizer shall include the statement: "NO CONCEALABLE WEAPONS ALLOWED" ensure the public has prior notice of this restriction.**

Requests should be submitted by mail, e-mail or fax at least NINETY (90) days in advance of the event to allow for preparation and review of the Resolution and scheduling on Council's agenda. Requests should be faxed to (803-737-4250), mailed to City Attorney's Office, ATTN: Special Event Request, POB 667, Columbia, SC 29202 or e-mailed to Jennifer.Hendrix@columbiasc.gov. A draft Resolution will be prepared and forwarded for review to the event organizer, as well as to the City departments for coordination of City services and requirements (i.e., Police, Solid Waste, Parks and Recreation, etc.). Written approval from the neighborhood president and adjoining business/ property owners must be provided before requests will be submitted to City Council. The event organizer is responsible for obtaining a permit or license if required from the South Carolina Department of Revenue.

***All outdoor musical performances and use of sound-amplifying devices shall end by 10:00 p.m. due to the proximity of events to residential properties. VIP tents or VIP areas for possession and consumption of beer and wine beverages within the event area are PROHIBITED.**

NOTE: This form should only be used for public events where beer and/or wine and/or liquor are to be sold and consumed on City property (i.e., Main Street Latin Festival, St. Patrick's Festival, Vis Lights,, Rocky Shoals Spider Lily Festival, etc.).

This form should not be used to request use of City property for private events (birthday, retirement, anniversary parties, etc.) nor for sidewalk sales or neighborhood block parties. Requests for private events at City parks should be made through the Parks and Recreation Department. Requests for sidewalk sales which exclude the sale, possession and consumption of alcoholic beverages should be made to the City Manager. Requests for street closings for private neighborhood block parties should be made to the Police Department Special Events and Public Safety. Possession, distribution and consumption of any type of alcoholic beverage at neighborhood block parties shall be restricted to private property and is prohibited on sidewalks, streets and parks.

Fire Marshal George N. Adams, Jr.; 803-545-3703; george.adams@columbiasc.gov
Legal Department - Jennifer L. Hendrix; 803-737-4242; fax 803-737-4250; jennifer.hendrix@columbiasc.gov - resolution preparation
Parking Services - Tori Salvant; (803) 545-0287; tori.salvant@columbiasc.gov - meter bagging
Parks and Recreation - Pearl Osborne; 803-545-3100; pearl.osborne@columbiasc.gov - park reservations
Police Department Special Events - Sgt. Jennifer L. Jordan; (803) 545-3514; jennifer.jordan@columbiasc.gov - parade permit, police, safety protocol
Police Department Community Services - Brenda Murphy; 803-545-3507; brenda.murphy@columbiasc.gov - street closing



We Are Columbia

MEETING DATE: September 19, 2023

DEPARTMENT: Legal Department

FROM: *Teresa Knox, City Attorney*

SUBJECT: Resolution No.: 2023-073 - Authorizing consumption of beer and wine only within Boyd Plaza adjacent to the Columbia Museum of Art for the Contemporaries October Membership Event on Thursday, October 12, 2023

FUNDING SOURCE & ORIGINAL BUDGET:

FOCUS AREAS: Planning Together

ATTACHMENTS:

- **#a:** R-2023-073 - Contemporaries October Membership Event (Oct 12) (PDF)
- **#b:** October Contemps Event Resolution (PDF)

RESOLUTION NO.: R-2023-073

Authorizing consumption of beer and wine only within Boyd Plaza adjacent to the Columbia Museum of Art for the Contemporaries October Membership Event on Thursday, October 12, 2023

WHEREAS, the Columbia Museum of Art ("CMA") ("Sponsor") is hosting the Contemporaries October Membership Event on Thursday, October 12, 2023 at Boyd Plaza; and,

WHEREAS, CMA has requested permission for the temporary closing and use of the courtyard/plaza area adjacent to the Museum for the Contemporaries October Membership Event from 4:00 p.m. until 9:00 p.m. for set up, clean up, and staging of the event to be held on Thursday, October 12, 2023 from 5:00 a.m. until 8:00 p.m.; for patrons to consume beer and wine beverages only at the event during the hours of 5:00 p.m. until 7:30 p.m.; and for crowd control and overflow; and,

WHEREAS, to insure the safety of attendees Organizer understands and agrees as follows:

1. Firearms shall be prohibited at Boyd Plaza, regardless of whether such firearm is carried openly or concealed, and regardless of whether the individual carrying such firearm is a valid concealed weapons permit holder, on Thursday, October 12, 2023, from 5:00 p.m. until 8:00 p.m. See Resolution No. 2021-099 (Sept. 7, 2021).
2. Organizer shall establish a boundary line around the event space at Boyd Plaza, and the Organizer shall ensure all entrance points into the permitted event area are posted with signage stating "NO CONCEALABLE WEAPONS ALLOWED" that complies with the size and formatting requirements of section 23-31-235 of the South Carolina Code.
3. When publicizing the event in the community, Organizer shall include the statement: "NO CONCEALABLE WEAPONS ALLOWED" to ensure the public has prior notice of this restriction.
4. Organizer shall work with the City to develop a written plan and design a footprint of the event area that adheres to applicable COVID-19 health and safety guidelines, as published by the CDC and SCDHEC, and Organizer shall modify the plans and footprint as such guidelines are updated.
5. The City may cancel the event at any time based upon public safety and/or public health concerns. The City shall not be financially responsible for any costs associated with the cancellation of the event.
6. Organizer shall display signs (physical and/or electronic) throughout the event area that discourage physical contact, such as hugs, handshakes, fist bumps, and high-fives during the event.
7. Organizer shall require that its agents, employees, vendors, contractors, and event attendees adhere to all applicable COVID-19 health and safety guidelines in effect at the time of the event.
8. To the extent the event occurs during a time in which the City has in effect any emergency ordinance or ordinance requiring face coverings or adherence to social distancing requirements, Organizer shall require that its agents, employees, vendors, contractors, and event attendees comply with the requirements of such ordinance(s).
9. The City strongly encourages Organizer to require that its agents, employees, vendors, contractors, and event attendees provide proof that they have been fully vaccinated against the SARS-CoV-2 virus prior to being granted permission to enter the event.
10. Organizer shall provide portable restroom facilities at the event unless it can substantiate the sufficient availability of both ADA accessible and non-accessible facilities in the immediate area of the event site which will be available to attendees during the event. Organizer shall provide a minimum of four (4) chemical or portable toilets and two (2) wash stations for every 250 people, or portion thereof, who attend the event. Ten percent (10%) of these facilities shall be ADA accessible. This figure is based upon the maximum number of attendees at the event during peak time. The City may determine the total number of required restroom facilities on a case-by-case basis.

LEGAL DEPARTMENT DRAFT

Organizer shall post signs or markers to prohibit lines or crowds forming near the event's restroom facilities without maintaining a distance of at least six (6) feet from other people.

11. Organizer shall post signs or markers to prohibit lines or crowds forming near food vendors and should encourage attendees to bring their own water. Alcohol, beer and/or wine shall be prohibited at the event without approval of a written resolution of City Council.

12. Organizer shall coordinate with food vendors to offer touchless payment options, if possible and available, or provide a tray for the exchange of payment to avoid hand-to-hand contact. Frequently touched surfaces should be cleaned after each customer and customers are encouraged to use their own pens.

13. At no cost to the City, Organizer shall be responsible for hiring no fewer than two (2) off-duty City of Columbia police officers during the hours of 5:00 p.m. until 9:00 p.m.

WHEREAS, it has been determined that such an event would be in the public interest; NOW, THEREFORE,

BE IT RESOLVED by the Mayor and Council this _____ day of _____, 2023, that the sale of beer and wine beverages only in plastic containers or cans only is authorized between the hours of 5:00 p.m. and 7:30 p.m. on Thursday, October 12, 2023; and,

BE IT FURTHER RESOLVED that all vendors be restricted to stationary location and that the sponsor shall approve or disapprove all amplified entertainment activities; and,

BE IT FURTHER RESOLVED that possession and consumption of alcoholic liquors or alcoholic beverages other than beer and/or wine beverages only within the event area is prohibited; and,

BE IT FURTHER RESOLVED that VIP tents or VIP areas for the possession and consumption of alcoholic liquors or alcoholic beverages, other than beer or wine beverages only, within the event area are prohibited; and,

BE IT FURTHER RESOLVED that organizer is responsible or shall make arrangements for the cleanup of all trash and debris within the festival area and shall place same in the roll carts provided by the City. Any overflow of trash and debris shall be placed in garbage bags with the top securely closed and placed beside the City roll carts. The number of roll carts needed for the event shall be determined by organizer and the City Solid Waste Division prior to the event and placed throughout the event area to ensure that trash and debris are well contained. Roll carts and bagged trash and debris shall be returned to the collection point designated by the City in a timely manner. If the organizer has not opted to use City services to clean up the festival area, any costs incurred by the City in removing loose trash and debris within the festival area, which the organizer has failed to clean up, shall be billed to and paid by the organizer; and,

BE IT FURTHER RESOLVED that outdoor possession and consumption of beer and wine beverages only, all outdoor musical performances and use of sound-amplifying devices shall end by 10:00 p.m. due to the proximity of the event to residential properties; and,

BE IT FURTHER RESOLVED that only pedestrian traffic will be allowed within the area. All other traffic, including, but not limited to, automobiles, trucks, motorcycles, mopeds, bicycles, skate boards, and horses, except police horses, police golf carts, and horse-drawn carriages, is prohibited. All pets, including snakes, shall be prohibited. Coolers, glass bottles, breakable glasses and/or cups, large bags and backpacks shall be prohibited; and,

BE IT FURTHER RESOLVED that during the designated time the closed portion of the courtyard/plaza area adjacent to the Museum, with the exception of the parking areas, adjacent off-street parking areas and any other areas posted as to not allow alcoholic liquors or alcoholic beverages other than beer and/or wine beverages only, is deemed to be the site of a public festival at which only beer and wine beverages may be consumed and the prohibition against possession or consumption of alcoholic beverages set forth in Sec. 14-99 shall not apply as to the possession and consumption of beer and/or wine beverages only. Possession and consumption of beer and wine beverages only shall be permitted only in plastic cups, plastic or aluminum bottles or aluminum cans provided by vendors within the areas designated.

LEGAL DEPARTMENT DRAFT

PROVIDED, FURTHER, that the event organizer shall provide the names and cell phone numbers of a least two contact persons who can receive complaints during the event, including any set up and breakdown times. The cell phones shall remain on at all times during the event and during any set up and breakdown time.

PROVIDED, FURTHER, that failure of the event organizer to strictly comply with the time frames and other requirements and responsibilities set forth in this resolution may result in a denial of subsequent requests to allow the event.

PROVIDED, HOWEVER, that no solicitation or transactions be made in violation of Sec. 14-32, 1998 Code of Ordinances of the City of Columbia, South Carolina.

BE IT FURTHER RESOLVED that should the organizer reschedule the event for another date beyond one (1) week from the date of the originally scheduled event, a request for a resolution of City Council approving the new date of the event shall be required.

Requested by:

Assistant City Manager Shealy

Mayor

Approved by:

City Manager

Approved as to form:

ATTEST:


Deputy City Attorney

City Clerk

Introduced:

Final Reading:

LEGAL DEPARTMENT DRAFT

DATE OF REQUEST

8/22/2023

REQUESTOR'S NAME/CONTACT
INFORMATION (E-MAIL/
PHONE#/FAX#)Nicole Morgan
nmorgan@columbiamuseum.org
803-343-2208

28.b

ESTIMATED NUMBER OF
ATTENDEES ANTICIPATED:

200

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

Contemporaries October Membership Event

DATE(S) OF EVENTS: (multiple day can be on one request)

10/12/2023

RAIN CONTINGENCY DATE: (Rescheduling due to inclement weather is allowed once within one week from the date of the originally scheduled event upon 24-hours written notice to the City without a new request. The time of event operation shall remain the same.)

N/A

LOCATION OF EVENT

(i.e., Amphitheater area
of Finlay Park; 1300 and 1400 blocks
of Main Street between Lady Street
and Hampton Street)Columbia Museum of Art
1515 Main Street
Columbia, SC 29201STREET(S) OR PARK AREA TO BE
CLOSED(i.e., 1300 and 1400 blocks of Main
Street between Lady Street and
Hampton Street; Amphitheater area of
Finlay Park; Boyd Plaza)

Boyd Plaza

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

(i.e., 5:00 p.m. - 12:00 a.m.) ALLOW TIME FOR SET UP/CLEAN UP

4:00pm - 9:00pm

HOURS OF EVENT

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

5:00pm - 8:00pm

HOURS OF SERVICE OF BEER/WINE/LIQUOR BEVERAGES

(Service should end one-half hour prior to end of event
(i.e., event is 6-10 p.m., beer/wine service is 6-9:30 p.m.)*

5:00 - 7:30pm

Do you intend to serve liquor in addition to beer and wine? Yes ☒ No ☐

***DUE TO COVID-19 THERE ARE ADDITIONAL REQUIREMENTS AND PROCEDURES THAT MUST BE IN PLACE TO INSURE PUBLIC SAFETY. PLEASE PROVIDE YOUR SAFETY PLAN/PROTOCOL WITH DRAWING DEPICTING CLEANING/SANITIZATION AREAS WITH YOUR SPECIAL EVENT REQUEST FORM* When publicizing the event in the community, the Organizer shall include the statement: "NO CONCEALABLE WEAPONS ALLOWED" to ensure the public has prior notice of this restriction.**

Requests should be submitted by mail, e-mail or fax at least **NINETY (90) days in advance of the event** to allow for preparation and review of the Resolution and scheduling on Council's agenda. Requests should be faxed to (803-737-4250) or mailed to City Attorney's Office, ATTN: Special Event Request, POB 667, Columbia, SC 29202. A draft Resolution will be prepared and forwarded for review to the event organizer, as well as to the City departments for coordination of City services and requirements (i.e., Police, Solid Waste, Parks and Recreation, etc.). Written approval from the neighborhood president and adjoining business/property owners must be provided before requests will be submitted to City Council. The event organizer is responsible for obtaining a permit or license if required by the South Carolina Department of Revenue.

***All outdoor musical performances and use of sound-amplifying devices shall end by 10:00 p.m. due to the proximity of events to residential properties. VIP tents or VIP areas for possession and consumption of beer and wine beverages within the event area are PROHIBITED.**

NOTE: **This form should only be used for public events where beer and/or wine and/or liquor are to be sold and consumed on City property** (i.e., Main Street Latin Festival, St. Patrick's Festival, Vista Lights,, Rocky Shoals Spider Lily Festival, etc.).

This form **should not** be used to request use of City property for **private** events (birthday, retirement, anniversary parties, etc.) nor for sidewalk sales or neighborhood block parties. Requests for private events at City parks should be made through the Parks and Recreation Department. Requests for sidewalk sales which exclude the sale, possession and consumption of alcoholic beverages should be made to the City Manager. Requests for street closings for private neighborhood block parties should be made to the Police Department Special Events and Public Safety. Possession, distribution and consumption of any type of alcoholic beverage at neighborhood block parties shall be restricted to private property and is prohibited on sidewalks, streets and parks.

Fire Marshal George N. Adams, Jr.; 803-545-3703; george.adams@columbiasc.gov

Legal Department – Jennifer L. Hendrix; 803-737-4242; fax 803-737-4250 - resolution preparation

Parking Services – Tori Salvant; (803) 545-0287; tori.salvant@columbiasc.gov - meter baggingParks and Recreation - Pearl Osborne; 803-545-3100; pearl.osborne@columbiasc.gov park reservationsPolice Department Special Events - Sgt. Jennifer L. Jordan; (803) 545-3514; jennifer.jordan@columbiasc.gov - parade permit, police, safety protocolPolice Department Community Services - Brenda Murphy; 803-545-3507; brenda.murphy@columbiasc.gov - street closing

Last revised: 8/18/2022

Packet Pg. 545



We Are Columbia

MEETING DATE: September 19, 2023

DEPARTMENT: Legal Department

FROM: *Teresa Knox, City Attorney*

SUBJECT: Resolution No.: 2023-082 - Authorizing consumption of beer, wine and liquor at the Gervais Street Bridge Dinner at the Gervais Street Bridge on Sunday, October 8, 2023

FUNDING SOURCE & ORIGINAL BUDGET:

FOCUS AREAS: Planning Together

ATTACHMENTS:

- **#a:** R-2023-082 - Gervais Street Bridge Dinner (Oct 8) (PDF)
- **#b:** Gervais Street Bridge Dinner Resolution Request Form (PDF)
- **#c:** Gervais Street Bridge Dinner Special Duty Request Form (PDF)

RESOLUTION NO.: R-2023-082

Authorizing consumption of beer, wine and liquor at the Gervais Street Bridge Dinner at the Gervais Street Bridge on Sunday, October 8, 2023

WHEREAS, Carolina Together, ("Sponsor") is sponsoring the Gervais Street Bridge Dinner on Sunday, October 8, 2023 at the Gervais Street Bridge from 3:00 p.m. to 8:00 p.m.; and,

WHEREAS, the Sponsor has requested permission for the temporary closing and use of the Gervais Street Bridge from Alexander Street in West Columbia to Huger Street in Columbia from 6:00 a.m. until midnight for set up, clean up, and staging of the event to be held on Sunday, October 8, 2023 from 3:00 p.m. until 8:00 p.m.; for patrons to consume beer, wine and liquor beverages at the event during the hours of 3:00 p.m. until 7:00 p.m.; and for crowd control and overflow; and,

WHEREAS, to insure the safety of attendees Organizer understands and agrees as follows:

1. Firearms shall be prohibited at the Gervais Street Bridge, regardless of whether such firearm is carried openly or concealed, and regardless of whether the individual carrying such firearm is a valid concealed weapons permit holder, on Sunday, October 8, 2023 from 3:00 p.m. until 8:00 p.m. See Resolution No. 2021-099 (Sept. 7, 2021).
2. Organizer shall establish a boundary line around the event space at the Gervais Street Bridge, and the Organizer shall ensure all entrance points into the permitted event area are posted with signage stating "NO CONCEALABLE WEAPONS ALLOWED" that complies with the size and formatting requirements of section 23-31-235 of the South Carolina Code.
3. When publicizing the event in the community, Organizer shall include the statement: "NO CONCEALABLE WEAPONS ALLOWED" to ensure the public has prior notice of this restriction.
4. Organizer shall work with the City to develop a written plan and design a footprint of the event area that adheres to applicable COVID-19 health and safety guidelines, as published by the CDC and SCDHEC, and Organizer shall modify the plans and footprint as such guidelines are updated.
5. The City may cancel the event at any time based upon public safety and/or public health concerns. The City shall not be financially responsible for any costs associated with the cancellation of the event.
6. Organizer shall display signs (physical and/or electronic) throughout the event area that discourage physical contact, such as hugs, handshakes, fist bumps, and high-fives during the event.
7. Organizer shall require that its agents, employees, vendors, contractors, and event attendees adhere to all applicable COVID-19 health and safety guidelines in effect at the time of the event.
8. To the extent the event occurs during a time in which the City has in effect any emergency ordinance or ordinance requiring face coverings or adherence to social distancing requirements, Organizer shall require that its agents, employees, vendors, contractors, and event attendees comply with the requirements of such ordinance(s).
9. The City strongly encourages Organizer to require that its agents, employees, vendors, contractors, and event attendees provide proof that they have been fully vaccinated against the SARS-CoV-2 virus prior to being granted permission to enter the event.
10. Organizer shall provide portable restroom facilities at the event unless it can substantiate the sufficient availability of both ADA accessible and non-accessible facilities in the immediate area of the event site which will be available to attendees during the event. Organizer shall provide a minimum of four (4) chemical or portable toilets and two (2) wash stations for every 250 people, or portion thereof, who attend the event. Ten percent (10%) of these facilities shall be ADA accessible. This figure is based upon the maximum number of attendees at the event during peak time. The City may determine the total number of required restroom facilities on a case-by-case basis.

LEGAL DEPARTMENT DRAFT

Organizer shall post signs or markers to prohibit lines or crowds forming near the event's restroom facilities without maintaining a distance of at least six (6) feet from other people.

11. Organizer shall post signs or markers to prohibit lines or crowds forming near food vendors and should encourage attendees to bring their own water. Liquor, beer and/or wine shall be prohibited at the event without approval of a written resolution of City Council and without the proper permits or licenses, if required, issued by the SCDOR for the possession and/or consumption of such alcoholic beverages.

12. Organizer shall coordinate with food vendors to offer touchless payment options, if possible and available, or provide a tray for the exchange of payment to avoid hand-to-hand contact. Frequently touched surfaces should be cleaned after each customer and customers are encouraged to use their own pens.

13. At no cost to the City, Organizer shall be responsible for hiring no fewer than two (2) off-duty City of Columbia police officers during the hours of 6:00 a.m. until midnight.

WHEREAS, it has been determined that such an event would be in the public interest; NOW, THEREFORE,

BE IT RESOLVED by the Mayor and Council this _____ day of _____, 2023, that the sale of liquor, beer and wine beverages in plastic containers or cans only is authorized between the hours of 3:00 p.m. and 7:00 p.m. on Sunday, October 8, 2023; and,

BE IT FURTHER RESOLVED that all vendors be restricted to stationary location and that the sponsor shall approve or disapprove all amplified entertainment activities; and,

BE IT FURTHER RESOLVED that organizer is responsible or shall make arrangements for the cleanup of all trash and debris within the festival area and shall place same in the roll carts provided by the City. Any overflow of trash and debris shall be placed in garbage bags with the top securely closed and placed beside the City roll carts. The number of roll carts needed for the event shall be determined by organizer and the City Solid Waste Division prior to the event and placed throughout the event area to ensure that trash and debris are well contained. Roll carts and bagged trash and debris shall be returned to the collection point designated by the City in a timely manner. If the organizer has not opted to use City services to clean up the festival area, any costs incurred by the City in removing loose trash and debris within the festival area, which the organizer has failed to clean up, shall be billed to and paid by the organizer; and,

BE IT FURTHER RESOLVED that outdoor possession and consumption of liquor, beer, wine beverages unless the appropriate permits or licenses, if required are issued by the SCDOR and all outdoor musical performances and use of sound-amplifying devices shall end by 10:00 p.m. due to the proximity of the event to residential properties; and,

BE IT FURTHER RESOLVED that only pedestrian traffic will be allowed within the area. All other traffic, including, but not limited to, automobiles, trucks, motorcycles, mopeds, bicycles, skate boards, and horses, except police horses, police golf carts, and horse-drawn carriages, is prohibited. All pets, including snakes, shall be prohibited. Coolers, glass bottles, breakable glasses and/or cups, large bags and backpacks shall be prohibited; and,

BE IT FURTHER RESOLVED that during the designated time the closed portion of the Gervais Street Bridge from Alexander Street in West Columbia to Huger Street in Columbia, 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 is deemed to be the site of a public festival at which liquor, beer and wine beverages may be consumed and the prohibition against possession or consumption of alcoholic beverages set forth in Sec. 14-99 shall not apply as to the possession and consumption of liquor, beer and/or wine beverages. Possession and consumption of liquor, beer and wine beverages shall be permitted only in plastic cups, plastic or aluminum bottles or aluminum cans provided by vendors within the areas designated.

PROVIDED, FURTHER, that the event organizer shall provide the names and cell phone numbers of a least two contact persons who can receive complaints during the event, including any set up and breakdown times. The cell phones shall remain on at all times during the event and during any set up and breakdown time.

PROVIDED, FURTHER, that failure of the event organizer to strictly comply with the time frames and other requirements and responsibilities set forth in this resolution may result in a denial of subsequent requests to allow the event.

PROVIDED, HOWEVER, that no solicitation or transactions be made in violation of Sec. 14-32, 1998 Code of Ordinances of the City of Columbia, South Carolina.

BE IT FURTHER RESOLVED that should the organizer reschedule the event for another date beyond one (1) week from the date of the originally scheduled event, a request for a resolution of City Council approving the new date of the event shall be required.

Requested by:

Assistant City Manager Shealy _____

Approved by:

City Manager

Approved as to form:


Deputy City Attorney

Introduced:

Final Reading:

Mayor

ATTEST:

City Clerk

LEGAL DEPARTMENT DRAFT

DATE OF REQUEST	7-11-23	REQUESTORS NAME/CONTACT INFORMATION (E-MAIL/PHONE#/FAX#)	Stephanie Amaker Executive Director - Carolina Together s.amaker@carolinatogether.org c: 803-210-5550
ESTIMATED NUMBER OF ATTENDEES ANTICIPATED:	1500		
EVENT NAME/PURPOSE (i.e., St. Patrick's/Charity Fund-raiser)		Gervais Street Bridge Dinner	
DATE(S) OF EVENTS: (multiple day can be on one request)		October 8, 2023	
RAIN CONTINGENCY DATE: (Rescheduling due to inclement weather is allowed once within one week from the date of the originally scheduled event upon 24-hours written notice to the City, without a new request. The time of event operation shall remain the same.)			
LOCATION OF EVENT (i.e., Amphitheater area of Finlay Park; 1300 and 1400 blocks of Main Street between Lady Street and Hampton Street)	Gervais Street Bridge		
STREETS(S) OR PARK AREA TO BE CLOSED (i.e., 1300 and 1400 blocks of Main Street between Lady Street and Hampton Street; Amphitheater area of Finlay Park; Boyd Plaza)	Gervais Street Bridge from Alexander Street in West Columbia to Huger Street in Columbia		
HOURS FOR STREET(S) OR PARK AREA TO BE CLOSED (i.e., 5:00 p.m. - 12:00 a.m.) ALLOW TIME FOR SET UP/CLEAN UP	6:00am - 12am midnight		
HOURS OF EVENT (i.e., 6:00 p.m. - 10:00 p.m.)*	8:00pm - 8:00pm		
HOURS OF SERVICE OF BEER/WINE BEVERAGES ONLY (NO LIQUOR**) (Service should end one-half hour prior to end of event (i.e., event is 6-10 p.m., beer/wine service is 6-9:30 p.m.)*	8:00pm - 7:00 pm Batched cocktails		

***DUE TO COVID-19 THERE ARE ADDITIONAL REQUIREMENTS AND PROCEDURES THAT MUST BE IN PLACE TO INSURE PUBLIC SAFETY. PLEASE PROVIDE YOUR SAFETY PLAN/PROTOCOL WITH DRAWING DEPICTING CLEANING/SANITIZATION AREAS WITH YOUR SPECIAL EVENT REQUEST FORM. When publicizing the event in the community, the Organizer shall include the statement: "NO CONCEALABLE WEAPONS ALLOWED" to ensure the public has prior notice of this restriction.**

Requests should be submitted by mail, e-mail or fax at least **NINETY (90) days in advance of the event** to allow for preparation and review of the Resolution and scheduling on Council's agenda. Requests should be faxed to (803-737-4250) or mailed to City Attorney's Office, ATTN: Special Event Request, POB 667, Columbia, SC 29202. A draft Resolution will be prepared and forwarded for review to the event organizer, as well as to the City departments for coordination of City services and requirements (i.e., Police, Solid Waste, Parks and Recreation, etc.). Written ~~approval from the neighborhood president and adjoining business property owners must be provided before requests will be submitted to City Council.~~ The event organizer is responsible for obtaining a permit or license if required by the South Carolina Department of Revenue.

~~Outdoor possession and consumption of beer and wine beverages only, all outdoor musical performances and use of sound-amplifying devices shall end by 10:00 p.m. due to the proximity of events to residential properties. ONLY BEER AND WINE BEVERAGES ARE ALLOWED ON CITY PROPERTY. POSSESSION OF LIQUOR IS STRICTLY PROHIBITED. VIP tents or VIP areas for possession and consumption of beer and wine beverages within the event area are PROHIBITED.~~

NOTE: This form should only be used for public events where beer and/or wine are to be sold and consumed on City property (i.e., Main Street Latin Festival, St. Patrick's Festival, Vista Lights, Rocky Shoals Spider Lily Festival, etc.).

This form should not be used to request use of City property for private events (birthday, retirement, anniversary parties, etc.) nor for sidewalk sales or neighborhood block parties. Requests for private events at City parks should be made through the Parks and Recreation Department. Requests for sidewalk sales which exclude the sale, possession and consumption of alcoholic beverages should be made to the City Manager. Requests for street closings for private neighborhood block parties should be made to the Police Department Special Events and Public Safety. Possession, distribution and consumption of any type of alcoholic beverage at neighborhood block parties shall be restricted to private property and is prohibited on sidewalks, streets and parks.

Fire Marshal George N. Adams, Jr., 803-545-3703; george.adams@columbiasc.gov
Legal Department - 803-737-4242; fax 803-737-4250 - resolution preparation
Parking Services - Jessica Argon, (803) 545-0287, jessica.argon@columbiasc.gov - meter bagging
Parks and Recreation - Pearl Osborne, 803-545-3100, pearl.osborne@columbiasc.gov; park reservations
Police Department Special Events - Sgt. Jennifer L. Jordan, (803) 545-3514; jennifer.jordan@columbiasc.gov; parade permit, police safety protocol
Police Department Community Services - Brenda Murphy, 803-545-3507; brenda.murphy@columbiasc.gov - street closing

Last revised: 9/1/2021



**CITY OF COLUMBIA POLICE DEPARTMENT
1 JUSTICE SQUARE
COLUMBIA, SOUTH CAROLINA 29201
(803) 545-3500
SPECIAL DUTY REQUEST FORM**



I, Carolina Together, request the services of the City of Columbia Police
(Individual/Business)

Department to perform law enforcement duties at Gervais Street Bridge Dinner
(Location for Assignment)

for the time period of Sunday, October 8, 2023 6:00am - 12:00am midnight
(Date(s) / Hours)

I understand when performing Special Duty Assignments, officers are subject to all directives and procedures of the City of Columbia Police Department, and will act only under the Chief's authority to enforce all applicable State and Local Laws.

I understand that officers are subject to calls in the immediate area of the Special Duty Location and will respond to any situation deemed necessary by the police department, officers or dispatch.

I understand this request for services is with the City of Columbia Police Department which will assign officers to perform Special Duty assignments. **Payment for services is Thirty-Five (\$35.00) dollars per hour for each assigned officer.** There is a three (3) hour minimum on working special duty and **no cash payments** are allowed.

By signing below and upon final approval of this request, the parties hereto, their administrators, assigns Legal representatives, affiliated companies, agents, officers, directors, shareholders and partners (hereinafter "party" or "parties") agree that any dispute, claim, controversy or proceeding arising out of or relating to this Agreement, and/or including payment or failure thereof for services rendered by the City of Columbia Police Department shall be tried and litigated exclusively in the State and Federal courts located in the County of Richland/Lexington, State of South Carolina. The aforementioned choice of venue is intended by the parties to be mandatory and not permissive in nature, thereby precluding the possibility of litigation between the parties with respect to or arising out of this Agreement in any jurisdiction other than that specified in this paragraph. Each party hereby waives any right it may have to assert the doctrine of forum non conveniens or similar doctrine or to object to venue with respect to any proceeding brought in accordance with this paragraph, and stipulates that the State and Federal courts located in the County of Richland/Lexington shall be in personam jurisdiction and venue over each of them for the purpose of litigating any dispute, claim, controversy or proceeding arising out of or related to this Agreement.

The completed form must be signed and returned to the Special Duty Coordinator who will forward to the Office of the Special Operations Major for final approval.

THE CHIEF OF POLICE HAS THE AUTHORITY TO DISCONTINUE PROVIDING SPECIAL DUTY ASSIGNMENTS AT HIS DISCRETION.

APPROVED: SPECIAL OPERATIONS MAJOR

DATE

PRINT NAME OF ASSIGNED OFFICER

CONTACT NUMBER

SIGNATURE OF OFFICER'S SUPERVISOR

Stephanie Amaker
SIGNATURE OF REQUESTOR

July 11, 2023

DATE

803-210-5550

CONTACT NUMBER OF REQUESTOR

SOCIAL SECURITY NO. OF REQUESTOR

TAX I.D. NO. OF REQUESTOR (IF APPLICABLE)



We Are Columbia

MEETING DATE: September 19, 2023

DEPARTMENT: City Management Office

FROM: *Teresa Wilson, City Manager*

SUBJECT: Municipal Election Commission

**FUNDING SOURCE &
ORIGINAL BUDGET:**



We Are Columbia

MEETING DATE: September 19, 2023

DEPARTMENT: City Clerk

FROM: *Erika Hammond, City Clerk*

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

FUNDING SOURCE & ORIGINAL BUDGET:

PURPOSE:

EdVenture