



COLUMBIA CITY COUNCIL MEETING AGENDA TUESDAY, SEPTEMBER 5, 2023

The Columbia City Council will conduct a Council Meeting on Tuesday, September 5, 2023 at 4:00 PM 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

PLEDGE OF ALLEGIANCE

INVOCATION

ADOPTION OF THE AGENDA

PUBLIC INPUT RELATED TO AGENDA ITEMS

APPROVAL OF MINUTES

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

PRESENTATIONS

2. Sickle Cell Disease Awareness Month Proclamation - The Honorable Daniel J. Rickenmann, Mayor
3. Junior League of Columbia 100 Acts of Service Week Proclamation - The Honorable Daniel J. Rickenmann, Mayor



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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.

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.

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.

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 Sourcewell Cooperative Contract in the amount of \$99,875.76. This vendor is located in Piscataway, NJ.

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



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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.

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.

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.

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.

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.

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.

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 Mary, 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.

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:

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.



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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.

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.

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

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

First reading approval was given on August 15, 2023.



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17. AMENDMENT TO THE UNIFIED DEVELOPMENT ORDINANCE - Personal Services Uses

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

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.



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

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 Garriss 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)

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

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.

Applicant: Lee Lorick Prina II, Successor Trustee



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Staff Recommendation: Denial

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

First reading approval was given on August 15, 2023.

21. ZONING MAP AMENDMENT CONFIRMATION for 800 Dutch Square Boulevard; TMS# 07401-07-21

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

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)

First reading approval was given on August 15, 2023.

22. FUTURE LAND USE MAP AMENDMENT CONFIRMATION for 800 Dutch Square Boulevard; TMS#07401-07-21

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

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).



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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.

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
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
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.



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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

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

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

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

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)
29. 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

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



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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

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

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

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

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

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

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

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

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

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

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
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



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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.

PUBLIC INPUT

EXECUTIVE SESSION

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



We Are Columbia

MEETING DATE: September 5, 2023

DEPARTMENT: City Clerk

FROM: *Erika Hammond, City Clerk*

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

FUNDING SOURCE & ORIGINAL BUDGET:

ATTACHMENTS:

- **#a:** MN_08152023-C05651 (DOCX)



COLUMBIA CITY COUNCIL MEETING MINUTES TUESDAY, AUGUST 15, 2023

CALL TO ORDER

The Columbia City Council conducted a regular meeting on Tuesday, August 15, 2023 at City Hall, 1737 Main Street, Columbia, South Carolina. The Honorable Daniel J. Rickenmann, Mayor called the meeting to order at 4:00 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 Mr. Jeff M. Palen, Assistant City Manager for Financial Services/Chief Financial Officer 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. Duvall and seconded by Dr. Bussells, Council voted unanimously to amend the agenda to add Ordinance No.: 2023-081 - Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 14, Offenses and Miscellaneous Provisions, to add Article XII, Drug Paraphernalia for second reading consideration **and** Resolution No.: 2023-069 - Supporting the Effort to Host the 2024 NUSA Conference in Columbia, South Carolina and Richland County.

PUBLIC INPUT RELATED TO AGENDA ITEMS

Ms. Sylvia Jenkins spoke in representation of the Burton Heights Standish Acres community in opposition to Item 38 (Temporary Use of Livestock for Clearing Land). She expressed the concerns about goats being used, despite it being against city ordinance. She also expressed concerns about the type of fencing and the smell.

Mr. Jacob Porter, owner of Green Gate Land Management expressed support of Item 38 (Temporary Use of Livestock for Clearing Land). He explained his business operations and responded to comments in regards to the smell, environmental concerns, and pricing. He submitted a letter from a job completed in Columbia and a signed petition with over 270 signatures from people wanting the goats in Columbia.



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APPROVAL OF MINUTES

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

Upon a motion made by Mr. McDowell and seconded by Dr. Bussells, Council voted unanimously to approve the August 1, 2023 Council Meeting Minutes.

PRESENTATIONS

2. Small Business Administration Day Proclamation – The Honorable Daniel J. Rickenmann, Mayor

Mayor Rickenmann and the members of City Council proclaimed July 20, 2023 as Small Business Administration Day in the City of Columbia.

Mr. Michael Corp, Deputy District Director of the South Carolina Office of U.S Small Business Administration thanked the Mayor and shared contact information for the Columbia Office.

3. Miss Jada Samuel Day Proclamation - The Honorable Edward H. McDowell, Jr.

Councilor McDowell said I met Jada some years ago while she was working here in Columbia. She possessed the kind of creativity and work ethic that has gotten her to this point. Jada, we the capital city are proud of you. In the 86 years of the competition, Jada became the fourth African-American to claim this title and I think that's something for Columbia and all of us to be proud of.

Ms. Jada Samuel, Miss South Carolina said I am thrilled to be here in the city of Columbia. This was my home for over eight years of my young adult life. I'm proud to have represented Columbia as Miss Capital City in 2018 and Miss Columbia in 2022.

Mayor Rickenmann and the members of City Council proclaimed August 15, 2023 as Miss South Carolina Jada Samuel Day in the City of Columbia.

Mayor Rickenmann welcomed the Mayor of West Columbia, Tim Miles to Chambers.

Ms. Missy Gentry, Assistant City Manager of Development welcomed the new Director of Community Development, Felicia Kilgore and congratulated the staff of Community Development on all their hard work. She said Felicia comes to us from State Housing, where she spent four years. But the truth is this is her home, she was here many years before she went to State Housing.



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This is week four and she has got her plate full, but she is already showing her leadership, her enthusiasm and her love for Columbia.

Ms. Felicia Kilgore, Director of Community Development said I am excited to be back with the City of Columbia. I've got great staff that I'm working with. She recognized Mr. Adam Scott for 35 years with the City of Columbia. He was shown appreciation for his dedication, resilience and hard work.

CONSENT AGENDA ITEMS 4 THROUGH 16

Upon a single motion made by Mr. McDowell and seconded by Mr. Duvall, Council voted unanimously to approve **Consent Agenda Items 4** through **16**.

4. Council is asked to approve a Fiscal Year 2023/2024 Professional Services Agreement for Federal Lobbying Services, as requested by the Office of Governmental Affairs. Award to CapitalEdge Strategies, LLC in an amount not to exceed \$90,000.00. This firm is located in Washington, DC.

Funding Source: Governmental Affairs - Professional Services (1011103-636600). The original budget amount is \$90,000.00.

5. Council is asked to approve a Fiscal Year 2023/2024 Professional Services Agreement for State Lobbying Services, as requested by the Office of Governmental Affairs. Award to Kyle Michel Law Firm, LLC in an amount not to exceed \$80,000.00. This firm is located in Columbia, SC.

Funding Source: Governmental Affairs - Professional Services (1011103-636600). The original budget amount is \$80,000.00.

6. Council is asked to approve a Fiscal Year 2023/2024 Professional Services Agreement for State Lobbying Services, as requested by the Office of Governmental Affairs. Award to Jet Corp Consulting Group, LLC in an amount not to exceed \$72,000.00. This firm is located in Columbia, SC.

Funding Source: Governmental Affairs - Professional Services (1011103-636600). The original budget amount is \$72,000.00.

7. Council is asked to approve a Fiscal Year 2023/2024 Professional Services Agreement for State Lobbying Services, as requested by the Office of Governmental Affairs. Award to Due South Advocacy in an amount not to exceed \$72,000.00. This firm is located in Columbia, SC.



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Funding Source: Governmental Affairs - Professional Services (1011103-636600). The original budget amount is \$72,000.00.

8. Council is asked to approve a new Professional Services Agreement for Project Management Services, as requested by the Budget, Program Management and Grants Office on August 1, 2023. Award to Advanced Automation Consulting, Inc. in an amount not to exceed \$86,000.00. The initial term is eleven months with the option to renew for one additional one-year period. This firm is located in Irmo, SC.

Funding Source: Program Management Office - Professional Services (6218950-696600). The original budget amount is \$86,000.00.

9. Council is asked to approve the Annual Contract Renewal for Cornerstone On Demand Automated Recruiting Module, as requested by the Human Resources Department on August 2, 2023. Award to Cornerstone On Demand, Inc., in the amount of \$72,046.29. This is the third annual renewal of a three-year renewal period. This vendor is located in Santa Monica, CA.

Funding Source: Program Management Office - Cloud Based Software Solutions (6218950-632170). The original budget amount is \$72,046.29.

10. Council is asked to approve the Purchase of 2,496 Green 96 Gallon Refuse Roll Carts, as requested by the Public Works Department on July 7, 2023. Award to Toter, LLC, using the OMNIA Cooperative Contract in the amount of \$160,545.22. This vendor is located in Charlotte, NC.

Funding Source: Solid Waste Recycling - Roll Carts and Recycle Bins (1014407-627600). The original budget amount is \$160,542.22.

11. Council is asked to approve the purchase of a Kenworth T880 Hoist Truck, as requested by the Fleet Services Division for Columbia Water on July 11, 2023. Award to Carolina Environmental Systems using the Sourcewell Cooperative Contract in the amount of \$301,806.00. This vendor is located in Greenville, SC.

Funding Source: Utilities Wastewater Maintenance - Auto, Trucks, Heavy Equipment - Capital (5516205-658500). The original budget amount is \$301,806.00.



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12. Council is asked to approve new Sole Source Agreements, as requested by Columbia Water. Award to the following vendors in the total amount of \$399,327.36.

Item	Vendor and Location	Description	Term	Amount
a.	IDEXX Distributors Westbrook, ME	Laboratory Supplies as needed at the Columbia Canal and Lake Murray Water Plant Labs, as requested by Columbia Water on July 24, 2023.	8/2/2023-6/30/2024	\$52,500.00
<i>Funding Source: Water Compliance – Laboratory Supplies (5516230-625000)</i>				
b.	Jet-Vac Equipment, LLC Sumter, SC	Maintenance and Service Repairs for the Harben Unit Trucks, Rapid IBAK Camera System, and Rigid Sewer Equipment, as requested by Columbia Water on July 12, 2023.	8/2/2023-6/30/2024	\$74,918.52
<i>Funding Source: Utilities Wastewater Maintenance - Equipment Repair/Service Supply (5516205-631800)</i>				
c.	Bross Group Lakewood, CO	2023/2024 Contract Renewal for SharePoint Hosting and Maintenance Services, as requested by Columbia Water on July 26, 2023.	8/2/2023-6/30/2024	\$207,783.84
<i>Funding Source: Engineering Administration – Special Contracts (551701-638300)</i>				
d.	Bearing Distributors, Inc. Columbia, SC	Mars/1200 Combo Wastewater Drive Left Hand Orientation, as requested by Columbia Water on July 27, 2023.	8/2/2023-6/30/2024	\$64,125.00
<i>Funding Source: Utilities Metro Wastewater Plant - Machinery and Equipment-Capital (5516208-658300)</i>				

13. Council is asked to approve a new Contract to Purchase Aggregate Materials, as requested by Columbia Water on May 11, 2023. Award to Vulcan Construction Materials in the amount of \$542,125.00. This firm is located in Atlanta, GA.

Funding Source: Utilities Water Distribution & Maintenance - Paving and Asphalt Supplies (5516203–623500). The original budget amount is \$542,125.00.



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14. Council is asked to approve a new Professional Services Agreement for Project SS7623; Metro Wastewater Treatment Plant Dewatering Roll-off Receiving Station Design Services, as requested by Columbia Water on June 29, 2023. Award to Black and Veatch Corporation in an amount not to exceed \$273,843.00. The term of the agreement is seventeen months with two additional one-year renewal periods. This firm is located in Columbia, SC.

Funding Source: Water and Sewer Capital Projects - Metro Wastewater Treatment Plant Dewatering Roll-off Rec - Capital Project Costs (5529999-SS762301-658650). The original budget amount is \$273,483.00.

This is a Mentor Protégé Program project. Black and Veatch Corporation is the mentor and will provide design, permitting, and construction phase services at 66.84% (\$183,043.00) of the total contract amount.

Chao and Associates, a Minority Business Enterprise located in Columbia, SC, is the protégé and will provide structural design surveying and geotechnical investigation services at 33.16% (\$90,800.00) of the total contract amount.

15. Council is asked to approve a new Contract for Project SS7464; Crane Creek 02 & 04 Sanitary Sewer Evaluation Survey (SSES) Rehabilitation Project, as requested by Columbia Water on April 2, 2023. Award to North American Pipeline Management, Inc., in an amount not to exceed \$12,067,951.50, which includes contingency. This contractor is located in Greenville, SC.

Funding Source: Engineering - Water and Sewer Improvements (5529999-SS746401-658650). The original budget amount is \$13,548,653.58.

This is a Columbia Disadvantaged Business Enterprise (CDBE) program project with a 14% CDBE goal. The CDBE percentage is currently at 7.00%. This contract has been reviewed by the Office of Business Opportunities and deemed in compliance with the CDBE program. North American Pipeline Management, Inc. is the prime contractor and will provide sewer rehabilitation services at 54.66% (\$5,996,795.00) of the total contract amount.

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

LA Barrier & Son, a Minority Business Enterprise (W) and a CDBE located in Lexington, SC, will provide trucking services at 1.61% (\$176,961.00) of the total contract amount.

Curly Contracting Acquisition LLC, a Minority Business Enterprise (W) and a DBE located in Winchester, IN, will provide manhole rehabilitation at 5.39% (\$591,000.00) of the total contract amount.

BLD Services, LLC, located in Kenner, LA, will provide lateral cured in place pipe lining at 17.23% (\$1,890,300.00) of the total contract amount.

AM-Liner East, Inc., located in Berryville, VA, will provide mainline cured in place pipe lining at 21.02% (\$2,305,809.00) of the total contract amount.



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Dennis Corporation, located in Columbia, SC, will provide surveying at 0.09% (\$10,000.00) of the total contract amount.

16. Ordinance No.: 2023-088 - Granting an encroachment to Capital City Financial Partners, care of Michael Norris and Josh Bradley, for the use of the right of way area of the 6200 block of Garners Ferry Road for the installation and maintenance of landscaping and irrigation adjacent to 6208 Garners Ferry Road, Richland County TMS# 16404-09-10

First reading approval was given on August 1, 2023.

PUBLIC HEARING & FIRST READING FOR ZONING / PLANNING MATTERS

Council opened the public hearing at 4:37 p.m.

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

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)

No one appeared at this time.

Ms. Krista Hampton, Director of Planning & Development Services said this is a request to remove the spacing requirement from Fort Jackson. The spacing requirement from the other establishments and from residential districts will remain. We did contact Fort Jackson and they did not have any concerns. This was a vestige of Army-based regulations. However, the Army is now hosting tattoo establishments on base so we no longer determine this to be necessary.

Upon a motion made by Mr. McDowell and seconded by Dr. Bussells, Council voted unanimously to give first reading approval to Ordinance No.: 2023-096 – Amending the 1998 Code of



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Ordinances of the City of Columbia, South Carolina, Chapter 17 (Unified Development Ordinance) Article 4: Use Regulations, Sec 17-4.2, Principal Use, d. Personal Services Uses.

18. ZONING MAP AMENDMENT for 34.4 Acres S/S of I-20 at Spears Creek Church Road; TMS#28800-06-05 (portion) – *Approved on first reading*

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) – Approved on first reading

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)

No one appeared at this time.

Upon a motion made by Mr. Brown and seconded by Mr. McDowell, Council voted unanimously to give first reading approval to the Zoning Map Amendment for 34.4 Acres S/S of I-20 at Spears Creek Church Road; TMS#28800-06-05 (portion) and 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).

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



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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)

20. FUTURE LAND USE MAP AMENDMENT CONFIRMATION for 800 Dutch Square Boulevard; TMS#07401-07-21 – *Approved on first 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 first 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)

Mr. Mike Cotton said he lives in the neighborhood immediately adjacent to the property. We do not feel we were given adequate notice about this. The signage about this hearing was difficult to access. Only a few of us were aware of it because of the way the signs were posted. We request that there be a deferral of this decision, so we can further take poll of our neighborhood and neighborhoods adjacent to the property that would be affected by an influx of the homeless. Our understanding is that it was going to be a day shelter for homeless.



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Councilor Duvall said this is not a homeless shelter. This is a daycare for handicap adults and senior citizens. It's going to be 55 apartments. The daycare will hopefully be ran by one of the hospitals here in Columbia. It should not have any impact on the neighborhoods.

Ms. Krista Hampton, Director of Planning & Development Services said it is for recently annexed land and the development would have occurred in the County regardless of the annexation.

Mayor Rickenmann requested before second reading that all questions are answered and the correct information is shared with the neighbors.

Upon a motion made by Mr. Duvall and seconded by Mr. McDowell, Council voted unanimously to give first reading approval to the Zoning Map Amendment Confirmation for 800 Dutch Square Boulevard; TMS# 07401-07-21; 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 ; 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.

21. 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 first 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 – Approved on first reading.

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)

Upon a motion made by Ms. Herbert and seconded by Dr. Bussells, Council voted unanimously to give first reading approval to the Annexation, Future Land Use Map Amendment, and Zoning



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Map Amendment for 408 Piney Woods Road and 418 Piney Woods Road; TMS#04910-01-06 and Ordinance 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.

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

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 Garriss Miller

Staff Recommendation: Approval

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

Ms. Terry McLaughlin, owner of the property wanted clarification about the annexation. If they're rezoning a portion, how does that affect my taxes?

Ms. Krista Hampton, Director of Planning & Development Services said we are annexing a tiny portion of the land and assigning it the same classification as the rest. We're bringing the rest of the property into the city. It will still be zoned residential.

Councilor Hebert said if the applicants are the purchasers or the sellers?

Mr. Andrew Livengood, Annexation Coordinator said yes, the applicants are the current property owners.

Upon a motion made by Ms. Herbert and seconded by Dr. Bussells, Council voted unanimously to give first reading approval to the Annexation, Future Land Use Map Amendment, and Zoning



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Map Amendment for 68 Riverview Court; TMS# 09106-21-13 (portion) and 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.

23. 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 first 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 first 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.

Applicant: Lee Lorick Prina II, Successor Trustee

Staff Recommendation: Denial

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

Councilor Duvall said this is one where the staff recommended denial and the Planning Commission recommended approval. What was the reason the staff recommended denial?

Ms. Krista Hampton, Director of Planning & Development Services said we're recommending approval of the annexation. We based our recommendations on policies established by the governing bodies. Richland County has a plan in this area that recommends transitioning from suburban type to more pedestrian-oriented development. The General Commercial District does not facilitate pedestrian-oriented development. So that is why we recommended denial of the General Commercial District but we are supportive of the annexation.

Councilor Duvall asked do we make a motion to approve the annexation and deny the rezoning.



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Ms. Krista Hampton, Director of Planning & Development Services said that would be the case. We would have to go back to the Planning Commission and have them make a recommendation on a substitute zoning classification. We would recommend to the community activity, which is more of a pedestrian-oriented zoning classification.

Councilor Brown said for the other recommendation that was approved 5-0, would they be in favor of the rezoning.

Ms. Krista Hampton, Director of Planning & Development Services said that is correct. The brokers do not yet know what development they're going to put at this location. They did make their case to the Planning Commission. The Planning Commission was supportive of the general commercial zoning.

Upon a motion made by Mr. Brown and seconded by Ms. Herbert, Council voted [5 to 2] to give first reading approval to the 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) 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. Councilors Mr. Brown, Ms. Herbert, Dr. Bussells, Mr. McDowell and Mr. Brennan voted aye. Mr. Duvall and Mayor Rickenmann voted nay.

Council closed the public hearing at 4:51 p.m.

ORDINANCES - FIRST READING

24. 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 first reading*

Upon a motion made by Mr. Brennan and seconded by Dr. Bussells, Council voted unanimously to give first reading approval to 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.



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EVENT RESOLUTIONS

25. Resolution No.: R-2023-049 - Authorizing consumption of beer and wine only at the ColaJazz Fest in the 1700 block of Main Street between Laurel Street and Blanding Street on Sunday, October 1, 2023 with a rain contingency date of Sunday, October 8, 2023 – *Approved*

Upon a motion made by Mr. Duvall and seconded by Dr. Bussells, Council voted unanimously to approve Resolution No.: R-2023-049 - Authorizing consumption of beer and wine only at the ColaJazz Fest in the 1700 block of Main Street between Laurel Street and Blanding Street on Sunday, October 1, 2023 with a rain contingency date of Sunday, October 8, 2023.

26. Resolution No.: 2023-058 - Authorizing consumption of beer and wine only at the Palmetto Peanut Boil Fundraiser in the 2900 block of Devine Street on Saturday, September 30, 2023 with a rain contingency date of Saturday, October 7, 2023 - *Approved*

Upon a motion made by Dr. Bussells and seconded by Mr. Brennan, Council voted unanimously to approve Resolution No.: 2023-058 - Authorizing consumption of beer and wine only at the Palmetto Peanut Boil Fundraiser in the 2900 block of Devine Street on Saturday, September 30, 2023 with a rain contingency date of Saturday, October 7, 2023.

27. Resolution No.: 2023-059 - Authorizing consumption of beer and wine only at Vista Lights Annual Holiday Festival on Thursday, November 16, 2023 - *Approved*

Upon a motion made by Mr. Duvall and seconded by Mr. Brennan, Council voted unanimously to approve Resolution No.: 2023-059 - Authorizing consumption of beer and wine only at Vista Lights Annual Holiday Festival on Thursday, November 16, 2023.

APPOINTMENTS

28. Central Midlands Council of Governments (CMCOG)

Upon a motion made by Mr. McDowell and seconded by Mr. Brennan, Council voted unanimously to approve the appointment of Ms. Vivian Clark Armstead to the Central Midlands Council of Governments for a three year term.

29. Columbia Museum of Art



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Upon a motion made by Dr. Bussells and seconded by Ms. Herbert, Council voted unanimously to approve the re-appointment of Ms. Brenda Wheeler and the appointment of Ms. Victoria Dozier and Mr. Theodore DuBose to the Columbia Museum of Art for a five year term.

30. Columbia Tree and Appearance Commission

Upon a motion made by Mr. Brennan and seconded by Mr. Duvall, Council voted unanimously to approve the appointment of Mr. Laine Ligon, Jr. to the Columbia Museum of Art for a two-year term.

31. Commercial Revolving Loan Committee (CRLF)

Upon a motion made by Dr. Bussells and seconded by Ms. Herbert, Council voted unanimously to approve the appointment of Ms. Mary Sparrow to the Commercial Revolving Loan Fund Committee for a two-year term.

32. Design Development Review Commission

Upon a motion made by Mr. McDowell and seconded by Mr. Brennan, Council voted unanimously to approve the appointment of Mr. Charles Lee Decker to the Design Development Review Commission for a three-year term.

Upon a motion made by Ms. Herbert and seconded by Dr. Bussells, Council voted unanimously to approve the reappointment of Ms. Chloe Jaco to the Design Development Review Commission for a three-year term.

33. Parks and Recreation Foundation

Upon a motion made by Dr. Bussells and seconded by Mr. Brennan, Council voted unanimously to approve the re-appointment of Mr. Joshua Shelton to the Parks and Recreation Foundation for a three-year term.

Upon a motion made by Mr. McDowell and seconded by Mr. Duvall, Council voted six (6) to one (1) to approve the re-appointment of Mr. Lee Snelgrove to the Parks and Recreation Foundation for a three-year term. Mr. Brown, Ms. Herbert, Dr. Bussells, Mr. McDowell, Mr. Duvall, and Mr. Brennan voted aye. Mayor Rickenmann voted nay.



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Upon a motion made by Ms. Herbert and seconded by Dr. Bussells, Council voted unanimously to approve the re-appointment of Ms. Sue "Corky" Harper to the Parks and Recreation Foundation for a three-year term.

Upon a motion made by Dr. Bussells and seconded by Mr. Brennan, Council voted unanimously to approve the re-appointment of Mr. Jeri Salmond to the Parks and Recreation Foundation for a three-year term.

Upon a motion made by Ms. Herbert and seconded by Dr. Bussells, Council voted unanimously to approve the appointment of Ms. Raychel Gramling to the Parks and Recreation Foundation for a three-year term.

34. Planning Commission

Upon a motion by Dr. Bussells and seconded by Mr. Brown, Council voted unanimously to approve the appointment of Mr. Carlos Osorio to the Planning Commission for a three-year term.

Upon a motion by Mr. Brown and seconded by Mr. Duvall, Council voted unanimously to approve the re-appointment of Mr. Mason Harpe and Mr. Harris Cohn to the Planning Commission for a three-year term.

35. River Alliance

Upon a motion made by Mr. Brennan and seconded by Mr. Duvall, Council voted unanimously to approve the appointment of Ms. Anne Sinclair to the River Alliance Board of Directors.

OTHER MATTERS

36. Council is asked to approve the installation of One Speed Hump on Carola Avenue, as requested by the Public Works Department.

This request has been approved by the Columbia Fire Department and the Columbia Police Department.

Upon a motion made by Mr. Duvall and seconded by Mr. McDowell, Council voted unanimously to approve the installation of one speed hump on Carola Avenue, as requested by the Public Works Department.

37. Council is asked to approve the installation of 4 Way Stops at Crestwood Drive and Pickens Street and Pinewood Drive and Saluda Avenue, as requested by the Public Works Department.



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This request has been approved by the Columbia Fire Department and the Columbia Police Department.

Upon a motion made by Mr. Brennan and seconded by Dr. Bussells, Council voted unanimously to approve the installation of 4 Way Stops at Crestwood Drive and Pickens Street and Pinewood Drive and Saluda Avenue, as requested by the Public Works Department.

Mayor Rickenmann provided an update on the coordinated effort of unsheltered feedings in partnership with Christ Central. Since last fall, the city of Columbia has been strategically working on meal sharing, focused on feeding and providing meals in a safe environment for Columbia's unsheltered population as safely and compassionately as possible. This plan is a response to a community expressing the desire to step up and provide food for those experiencing homelessness. In addition to the city's task force to prevent and end homelessness, we have examined the state of feedings across the city with input from residents, businesses, and representatives of the unsheltered. The task force recommended that we take steps to identify and secure a communal location where groups and individuals can feed the unsheltered in a safe, clean, indoor facility with restrooms. After months of work by city officials and staff, we are pleased to announce that we will be partnering with Christ Central to provide a facility to provide meals on behalf of the City of Columbia. Christ Central was the best fit to partner with because it is centrally located and it has all the amenities from kitchen, dining room, air conditioning, climate control, and bathrooms, and the ability for proper cleanup. This facilitates the most appropriate environment for feeding, compared to the outdoor pop-up locations. The city of Columbia commends those community groups and individuals who care for those experiencing homelessness in our city. We're happy that we can provide a centralized location for these activities to take place. We encourage groups with already established programs to join in this new location. City officials welcome those who are interested in serving the unsheltered to contact our city's Director of Homeless Services Kameisha Heppard.

CITY COUNCIL COMMITTEE REFERRALS, REPORTS AND NEW BUSINESS

38. Council is asked to refer a proposed revision to the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 4, Animals, Article I, to add Sec. 4-7, Temporary Use of Livestock for Clearing Land to the Health Social and Environmental Affairs Committee, as requested by The Honorable Howard Duvall.

Mayor Rickenmann said the date of that meeting is August 22 at 11 a.m. on the second floor of City Hall.

Upon a motion made by Mr. Duvall and seconded by Dr. Bussells, Council voted unanimously to refer a proposed revision to the 1998 Code of Ordinances of the City of Columbia, South Carolina,



**COLUMBIA CITY COUNCIL MEETING MINUTES
TUESDAY, AUGUST 15, 2023**

Chapter 4, Animals, Article I, to add Sec. 4-7, Temporary Use of Livestock for Clearing Land to the Health Social and Environmental Affairs Committee, as requested by The Honorable Howard Duvall.

39. Council is asked to refer proposed revisions to the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 4, Animals, Article III, Animal Control to the Health Social and Environmental Affairs Committee, as requested by The Honorable Dr. Bussells.

Upon a motion made by Dr. Bussells and seconded by Mr. Duvall, Council voted unanimously to refer proposed revisions to the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 4, Animals, Article III, Animal Control to the Health Social and Environmental Affairs Committee, as requested by The Honorable Dr. Bussells.

40. Council is asked to refer consideration of naming the Earlewood Community Center after Virginia Lee Bedford, along with any exterior signage opportunities to the Administrative Policy Committee, as requested by The Honorable Tina N. Herbert.

Mayor Rickenmann said Ms. Bedford was a staunch supporter of the Earlewood Community, the renovation of the park, and the push for us to move our Parks and Recreation Department there to Her husband Fred Monk is also a staunch supporter and driver for us on the Parks and Recreation Foundation. We're very honored that we can do this for Ms. Bedford.

Upon a motion made by Ms. Herbert and seconded by Mr. Duvall, Council voted unanimously to refer consideration of naming the Earlewood Community Center after Virginia Lee Bedford, along with any exterior signage opportunities to the Administrative Policy Committee, as requested by The Honorable Tina N. Herbert.

41. Council is asked to refer consideration of exterior signage opportunities for the Leroy Moss Multipurpose Center at Hyatt Park to the Administrative Policy Committee, as requested by The Honorable Tina N. Herbert.

Upon a motion made by Ms. Herbert and seconded by Mr. Brown, Council voted unanimously to refer consideration of exterior signage opportunities for the Leroy Moss Multipurpose Center at Hyatt Park to the Administrative Policy Committee, as requested by The Honorable Tina N. Herbert.

42. Council is asked to refer the review of Chapter 24, Vehicles for Hire, Article II, Taxicabs, Shuttles and Limousines, Division 3, Certificate of Public Convenience and Necessity to the Public Safety Committee, as requested by The Honorable Howard E. Duvall, Jr.



COLUMBIA CITY COUNCIL MEETING MINUTES TUESDAY, AUGUST 15, 2023

Mayor Rickenmann said we have had several folks reach out. There has not been an increase in taxi cab fares in a long time. We want to make sure that folks who make their living and use taxi cabs have the same opportunities as private companies such as Uber, Lyft, and others. This will be discussed at the Public Safety Committee meeting on August 22 at 1 p.m.

Upon a motion made by Mr. Duvall and seconded by Mayor Rickenmann, Council voted unanimously to refer the review of Chapter 24, Vehicles for Hire, Article II, Taxicabs, Shuttles and Limousines, Division 3, Certificate of Public Convenience and Necessity to the Public Safety Committee, as requested by The Honorable Howard E. Duvall, Jr.

RESOLUTIONS

43. Resolution No.: 2023-069 - Supporting the Effort to Host the 2024 NUSA Conference in Columbia, South Carolina and Richland County - *Approved*

Upon a motion made by Mr. Duvall and seconded by Dr. Bussells, Council voted unanimously to approve Resolution No.: 2023-069 - Supporting the Effort to Host the 2024 NUSA Conference in Columbia, South Carolina and Richland County.

ORDINANCES - SECOND READING

44. Ordinance No.: 2023-081 - Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 14, Offenses and Miscellaneous Provisions, to add Article XII, Drug Paraphernalia – *Approved for second reading*

Councilor Duvall explained the changes made in the ordinance language. We have taken one word out of item 10. We have deleted the word needles. The rest of it is exactly what is stated in State Code, which makes the possession of drug paraphernalia for unlawful purposes a civil matter rather than a criminal matter. We wanted to give another tool to CPD for dealing with these subjects on the streets in Columbia. This ordinance gives 14 criteria that an officer can use when dealing with an individual with drug paraphernalia that has a substance that can be construed to be illegal. They will arrest them and give them a criminal ticket from the city of Columbia. They would be subject to a \$500 fine or 30 days in jail.

Dr. Bussells asked for confirmation if we removed the fentanyl strips language from the ordinance. Those strips can be used for a preventative measure.

Councilor Duvall said yes.



**COLUMBIA CITY COUNCIL MEETING MINUTES
TUESDAY, AUGUST 15, 2023**

Upon a motion made by Mr. Duvall and seconded by Dr. Bussells, Council voted unanimously to give second reading approval to Ordinance No.: 2023-081 - Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 14, Offenses and Miscellaneous Provisions, to add Article XII, Drug Paraphernalia.

PUBLIC INPUT

Dr. Indika Bandara expressed concerns about taxi services without business licenses. That is very important for the safety of the community. They should have all the features of the City to be allowed to work there. Our concern is this illegal operation will ruin our reputation and they overcharge. We informed the Chief of Police and provided documents with signatures of other taxi companies. We have also given all the information to the Traffic Unit.

Mayor Rickenmann said I would encourage you to attend the Public Safety Committee meeting, where they're going to discuss taxi cabs and share all your information with the council members who are a part of that committee. They are going to look at all those details and see if there is a solution.

Mr. Oliver Chandralal expressed similar concerns about taxi business licensing in the city of Columbia. We need to follow city of Columbia Police requirements as well as the city requirements. We have to follow regulations that the state requires because of the safety of the people who are travelling with us.

Mr. Spike Cohen appeared in support of Be Kind Be Great and expressed concerns about the treatment of the homeless population and fees connected to the collaboration with Christ Central.

Ms. Kameisha Heppard, Director of Homeless Services said there are no fees. As the Mayor mentioned, this is the best coordinated effort. This is a safe environment. It has heating, air, and restrooms. We're trying to provide services in a place where individuals are being fed. Our ultimate goal is to serve that vulnerable population and find the best housing fit.

Mr. Mike Ross appeared in support of Be Kind Be Great and expressed concerns about the treatment of the homeless and groups outside of the collaboration being unable to serve the unsheltered.

Mr. Thomas Hill spoke in support of Be Kind Be Great and expressed concerns about the treatment of both volunteers and the homeless by law enforcement.



**COLUMBIA CITY COUNCIL MEETING MINUTES
TUESDAY, AUGUST 15, 2023**

Mayor Rickenmann said I think learning about what we've done, how we've outreached and how we're trying to find a safe environment is our ultimate goal. Three people have spoken tonight who don't live here on a day-to-day basis and they haven't acknowledged all that we've done and are continuing to do. We're trying to build a shelter where we can provide all services for those who are unsheltered in a place that is safe and secure with everything from urgent care, clinical health, to rapid shelter. I applaud you for cleaning up. You're not the only group. People feed and provide but then leave and it becomes a nuisance. We've talked to residents and businesses. Ms. Kameisha has opened up the door for some better suggestions and we want to hear them. Please don't condemn this Council because we have done a lot more than a lot of people in this city.

Mr. Jason Lyon spoke in support of Be Kind Be Great and expressed concerns about the collaboration with Christ Central, in regards to the LGBT+ community and providers not being able to provide meals outside of said collaboration.

Ms. Kameisha Heppard, Director of Homeless Services said my team is Safe Zone trained and we are compassionate. I'm going to handle the people with care.

Dr. Bussells said there's a lot of work that we've done behind the scenes to make this decision. We catalogued all the different meal services that are in the city. Some of them are provided on private property and at churches. Some of them are non-religious groups that are doing a public service. This would simply provide those who do not have private property a centralized location. We have partnerships with the Salvation Army and United Way. There are so many meal sharing services that there's a duplication of effort. We want people to access things well and equitably. Christ Central is just one central point that we are providing. We have commissioned a study to understand what the landscape of services looks like.

Councilor McDowell said the City of Columbia is one of the most compassionate communities in South Carolina. I think it would be to all our advantage to understand that this Council has endeavored to be sensitive to everyone. We continue to dig into the issues of this community as it relates to the unsheltered.

Mr. Regi Solis expressed concerns about the homeless population having accessibility to the new services at Christ Central.

Ms. Ericka Brown of Be Kind Be Great expressed concerns about her business, serving the homeless population at Christ Central, limited funding, safety for the LGBT+ community, and arrests for trespassing.



COLUMBIA CITY COUNCIL MEETING MINUTES TUESDAY, AUGUST 15, 2023

Councilor Duvall suggested she shift focus to the sheltered, elderly population of Columbia.

Ms. Ericka Brown of Be Kind Be Great said we provide those services as well. We work far beyond the scope of 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.

Mr. Michael Bowe appeared on behalf of businesses in the community of Elmwood and Assembly Street. He expressed concerns about the increase of lewd behavior in the City of Columbia.

Mr. Tigé Watts, thanked the council for their action on Item 43 (Supporting the Effort to Host 2024 NUSA Conference). Because of your vote today, we are going to have the ability to share our stories with the rest of the nation. I know between all our combined forces we will show what is good about America's neighborhoods.

Ms. Diane Wiley spoke in support of the City Council's efforts to support the homeless.

Dr. Casey Whitener spoke about the centralization of homeless services. The concern is that government solutions frequently do centralize. They do come with regulations and restrictions and frequently do leave people out. Our hope is that we can work together as citizens and individuals to care for one another.

EXECUTIVE SESSION

Upon a motion made by Mr. Duvall and seconded by Ms. Herbert, Council voted unanimously to enter into Executive Session at 6:16 p.m. for the discussion of **Items 45** through **47**.

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

*Saluda River force Main Extension Project
Congaree Levee Property*

46. Discussion of the employment of an employee pursuant to §30-4-70(a)(1)

Legal Department

47. Receipt of legal advice relating to a pending, threatened or potential claim pursuant to S.C. Code §30-4-70(a)(2)



We Are Columbia

**COLUMBIA CITY COUNCIL MEETING MINUTES
TUESDAY, AUGUST 15, 2023**

Sir Brandon Legette v. Officer Sean Rollins, Columbia Police Department and the City of Columbia, South Carolina

ADJOURNMENT

The meeting was adjourned at 7:30 p.m.

Respectfully submitted:

Erika D. Moore Hammond, CMC
City Clerk



We Are Columbia

MEETING DATE: September 5, 2023

DEPARTMENT: City Clerk

FROM: *Erika Hammond, City Clerk*

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

FUNDING SOURCE & ORIGINAL BUDGET:

ATTACHMENTS:

- **#a:** JRCSCF Proclamation Request (PDF)
- **#b:** Sick Cell Awareness Month Proclamation (PDF)



**JAMES R. CLARK
MEMORIAL
SICKLE CELL
FOUNDATION, INC.**

1420 Gregg St.
Columbia, SC 29201
Tel: (803) 765-9916
(800) 506-1273
Fax: (803) 799-6471

E-mail: sicklecell@sc.rr.com
www.jamesrclarksicklecell.org

Florence Satellite
501 West Evans St.
Florence, SC 29501
Tel: (843) 673-9509
Fax: (843) 673-9569

Sumter Satellite
South Sumter Resource Center
337 Manning Ave.
Sumter, SC 29150
Tel: (803) 774-6181
Fax: (803) 774-6181

July 28, 2023

The Honorable Daniel J. Rickenmann
City Council
City of Columbia
1737 Main Street
Columbia, South Carolina 29201

Dear Mayor Rickenmann:

The James R. Clark Memorial Sickle Cell Foundation is submitting a request for September to be commemorated as Sickle Cell Disease Awareness Month in the City of Columbia. A draft copy of the proclamation is enclosed. We would be very grateful if you could set aside a date and time at an upcoming City Council meeting for presentation of the proclamation during the month of September. The Foundation could also use this opportunity to present the City Council with information about our 17th Annual Dr. James R. Clark Memorial Sickle Cell Walk. This annual event provides scholarship awards to college-bound high school graduates and already-enrolled college students living with sickle cell disease. Our Youth Ambassador would like to attend the proclamation signing, have photographs taken with you, and have one-on-one time to speak with you.

We appreciate your recognition of this serious group of inherited blood disorders and your support for intervention and prevention services to people in the Midlands who are at risk of or have already been diagnosed with sickle cell disease. We look forward to continued collaboration with your administration to deliver services more effectively to this very needy and often overlooked population of our citizens.

Sincerely,

Dr. Melodie A. Hunnicutt
Executive Director

Yvonne Donald M.A., CSCEC
Deputy Director/ Enclosure



**City of Columbia
A Proclamation**

WHEREAS, sickle cell disease is a group of inherited red blood cell disorders that causes red blood cells to elongate and clog blood vessels, thereby affecting all body systems; and

WHEREAS, the World Health Organization estimates that each year more than 250,000 babies worldwide are born with sickle cell disease; and

WHEREAS, cell disease is one of eleven severe chronic diseases affecting children in South Carolina, sickle; and

WHEREAS, approximately 1 of every 400 African American newborns in South Carolina has sickle cell disease and 1 in 13 African Americans carries the sickle cell trait gene; and

WHEREAS, though currently no universal cure for sickle cell disease exists, quality treatment and disease management can prevent needless deaths and suffering; and

WHEREAS, provision of genetic testing and counseling services can serve to greatly impact the prevalence of sickle cell disease through family planning and other primary prevention services; and

WHEREAS, the James R. Clark Memorial Sickle Cell Foundation's medical and psychosocial services network provides an effective approach to treatment management and prevention services which serve to alleviate suffering and enhance the lives of citizens with sickle cell disease and those who are at risk throughout the Midlands area of South Carolina.

NOW, THEREFORE, I, Daniel Rickenmann, Mayor of the City of Columbia, South Carolina do hereby proclaim September 2023 as

“SICKLE CELL DISEASE AWARENESS MONTH”

throughout the City of Columbia and the Midlands Area of South Carolina and encourage all citizens to work together to raise public awareness of the treatment options and prevention services available to our citizens who suffer or are at risk of suffering from sickle cell disease.

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 5, 2023

DEPARTMENT: City Clerk

FROM: *Erika Hammond, City Clerk*

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

**FUNDING SOURCE &
ORIGINAL BUDGET:**

ATTACHMENTS:

- **#a:** Junior League Procamation (DOCX)



**City of Columbia
A Proclamation**

WHEREAS: The Junior League of Columbia, established in 1924 by Miss Katharine Heath Manning, is committed to advancing women's leadership for meaningful community impact through volunteer action, collaboration and training.

WHEREAS: The Junior League of Columbia promotes voluntarism and improves communities by providing a variety of avenues for our members to become involved and make positive impacts throughout the Midlands community and schools.

WHEREAS: The Junior League of Columbia began with a group of 10 women and has grown to a membership of almost 1500.

WHEREAS: The Junior League of Columbia membership gives countless hours back to the community through voluntarism while also giving members nearly 500 hours of leadership training yearly.

WHEREAS: The Junior League of Columbia has been involved with numerous projects and programs supporting children and women, as well as helping to establish new community organizations that have had a lasting impact and work to improve the wellbeing of children and family in the Midlands.

WHEREAS: The Junior League of Columbia welcomes all women who value our mission. We are committed to the inclusive environments of individuals, organizations and communities.

WHEREAS: The Junior League of Columbia celebrates its Centennial league year beginning September 2023 through May 2024, honoring a rich history of lasting leadership.

WHEREAS: In honor of its celebratory year, the Junior League of Columbia will execute a "100 Acts of Service" from October 2 – 12, 2023, completing 100 various community service projects that focus on women and children alongside some of the League's historic partners.

WHEREAS: The Junior League of Columbia will host a Milestone Luncheon on March 6, 2024, that will serve to remind the City of the League's commitment to service and leadership. It will also consist of a panel of League members who have had an impact in the community, moderated by the Association of Junior Leagues International President.

WHEREAS: The celebratory year will conclude with a black-tie gala on April 13, 2024, hosted at the Columbia Museum of Art; an institution that the League has been heavily involved in since its conception. The event will highlight the achievements of the last 100 years, the celebratory year, and look forward to the next 100 years.

THEREFORE, I, Daniel J. Rickenmann, Mayor of the City of Columbia, South Carolina, along with my fellow members of Columbia City Council, do hereby proclaim that this city honors and recognizes October 2nd – October 12th, the Junior League of Columbia 100 Acts of Services Week in the city of Columbia, South Carolina.

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 5, 2023

DEPARTMENT: Community Development

FROM: *Felicia Wilks, Director of Community Development*

SUBJECT: 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.

FUNDING SOURCE & ORIGINAL BUDGET: 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.

To retain Fast Forward for performing services for vulnerable populations (veterans, seniors, youth, adults with special needs, and adults) with classes and online classes in: general computer skills, keyboarding, and job skills. Fast Forward will also perform employment services to the residence of Columbia who are low to moderate income (50%-80% area median income). A maximum of \$100,000 will be set aside for these services.

ATTACHMENTS:

- **#a:** Fast Forward City Council Contract (PDF)



We Are Columbia

INTEROFFICE MEMORANDUM

TO: Teresa Wilson, City Manager **via** Missy Gentry, Assistant City Manager *MARG*

FROM: Felicia Kilgore, Community Development Director *JK*

CC: Dollie Herron, Community Development Administrator

SUBJECT: Fast Forward Contract for Professional Services

DATE: August 24, 2023

COMMENTS: Your approval required:

I have enclosed the subject documentation requesting: Signature
(e.g. approval, signature, ratification, information only, review & comment requested, etc)

This request is a: Request for City Manager's signature for the Contract for Professional Services between the City of Columbia and Fast Forward for \$100,000. Fast Forward will preform projects to assist vulnerable populations such as veterans, seniors, youth, adults, and adults with special needs. These projects include technology skills, job skills, and job training.

Previously procured item(s) or services: ☒ yes ___ no ___ n/a

Budgeted item with funds readily available: ☒ yes ___ no ___ n/a

Funds transfer will be required to procure this item or services: ___ yes ___ no ☒ n/a

Please return to: Scott Hirt, Administrative Coordinator, or call 803-545-3082 for pick-up.
Please call Dollie Herron at 803-545-3371 with any questions.

Attachments: 1: Contract for Professional Services Between City of Columbia and Fast Forward.

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

THIS AGREEMENT entered into this ____ day of July, 2023 between The City of Columbia (hereinafter called the "City"), its successors and assigns, and Fast Forward (FF) (hereinafter called FF").

W I T N E S S E T H:

WHEREAS, the City desires to retain the services of the Professional. NOW,
 THEREFORE, THE parties hereto do mutually agree as follows:

1. EMPLOYMENT OF PROFESSIONAL

The City hereby engages the professional service of FF and FF hereby agrees to perform the services hereafter set forth.

2. SCOPE OF SERVICES AND TIME OF PERFORMANCE

The Professional shall in a satisfactory and proper manner as determined by the City perform tasks necessary to complete the projects as outlined in this contract.

A. Populations

1. Veterans
2. Seniors
3. Youth
4. Adult Special Needs
5. Adults

B. Services

1. Classes and Online Classes
 - a. General Computer
 - b. Keyboarding
 - c. Job skills
2. Employment related services for residents of the City of Columbia who, as defined by the US Department of Housing and Urban Development and meet Low to Moderate income requirements "Low" (S50%) of the Area Median Income (AMI) "Moderate" (S80%) AMI and those presumed to be LMI-to include Abused Children, Elderly Persons, Battered Spouses, Homeless Persons, Severely Disabled Adults, Illiterate Adults, Persons Living with AIDS, and Migrant Farm Workers)
 - a. Computer based skills training
 - b. Development of resumes, electronic portfolios
 - c. Job preparation services

3. Youth
 - a. Technology classes
 - b. WIN Accounts to prepare for assessments (WorkKeys or WIN)
 - c. WIN Strategic Compass
 - d. Development of out of school time programs for youth
4. Adult Special Needs
 - a. Provide programs for adults with special needs
5. Assist Community Development as needed with outreach to address concerns of the most vulnerable residents of the City of Columbia.
6. Upon request develop outreach materials for Community Development including but not limited to surveys.
 - a. Reporting - FF will provide COC with the following quarterly reports showing numbers of students, classes, development of programs for each group.

C. Web-based Service

1. Fast Forward will provide services to the residents of Columbia through their www.columbiasharenet.org website, and in person when it is safe to reopen. This website will include resources for residents of Columbia for youth, adults, seniors, wellness, information about Columbia and its neighborhoods. The site will be updated at least three times a week to add new information. And can be updated daily if there is a need.

D. Agreement

It is understood that circumstances arising during the project may require the activities described above to be replaced with other activities of an equivalent value. Such changes will be based on the mutual understanding of both parties, which may be recorded as an addendum to this statement of work or as a letter from one party to the other. The term of this Statement of Work is July 1, 2023– June 30, 2024; reviewed annually for changes by April 30. This Statement can be renewed. Dee Albritton, Executive Director of Fast Forward will be the contact for the City of Columbia.

3. METHOD OF PAYMENT

It is agreed that in no event will the total compensation to be paid hereunder exceed the (Initial) maximum sum of \$100,000.00 per year. Payments will be made in four installments:

- \$25,000 on July 1, 2023
- \$25,000 on October 1, 2023
- \$25,000 on January 1, 2024
- \$25,000 on April 1, 2024

Terms

The client will:

- i. Participate as requested in activities. This includes calling meetings and providing information requested by FF.
- ii. Provide a fee of \$100,000.00 per year to FF. Additional fees may be accrued if negotiated by the parties. Subsequent year's payments will be negotiated annually based on any changes in the Statement of Work. Payments will be made quarterly, beginning **July 1, 2023 and running through June 30, 2024.**

Either party may terminate this arrangement with 30 days' written notice. If it is terminated, FF will present COC with a statement of account showing all fees paid to that time and itemizing work performed. If work performed exceeds fees paid to date, COC will pay FF for such work at a mutually agreed upon adjusted price.

4. FINDINGS CONFIDENTIAL

All the reports, information, data, records or documents of any kind, prepared or assembled by the Professional under this Contract are confidential and the Professional 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 Professional 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 Professional.

7. AMENDMENTS

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

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

8. ASSIGNABILITY /SUBCONTRACTING

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

The Professional shall furnish and cause each of its Sub-Professionals to furnish all information and reports required hereunder.

9. INDEPENDENT CONTRACTOR

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

10. TERMINATION FOR CONVENIENCE OF THE PARTIES

The Parties may terminate this Contract at any time by giving written notice to the other 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.

11. INTEREST OF PROFESSIONAL

The Professional covenants that he 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 averse to the interests of the City of Columbia. The Professional further covenants that in the performance of this Contract no person having such interest shall be employed.

The Professional 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 Professional 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.

12. EQUAL EMPLOYMENT OPPORTUNITY

In carrying out the program, the Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation or national origin. The Contractor shall take affirmative action to ensure equal employment opportunities for all applicants for employment, without regard to their race, creed, color, religion, ancestry, sex, sexual orientation, national origin, disability or other handicap, age, marital status, or status with regard to public assistance. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor 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 Contractor will incorporate requirements in all subcontracts for program work.

13. SEVERABILITY

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

14. COMPLIANCE WITH LOCAL LAWS

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

15. PERSONNEL

All of the services required hereunder shall be performed by the Professional 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.

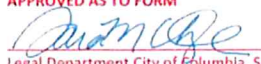
The Professional represents that he/she has, or will secure at his/her own expense, all personnel required in performing the services under the Contract.

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

WITNESSES AS TO CITY:

CITY OF COLUMBIA

BY: _____
Teresa Wilson
ITS: City Manager

APPROVED AS TO FORM

Legal Department City of Columbia, SC
08/23/2023

WITNESSES AS TO PROFESSIONAL

FAST FORWARD

BY: _____
Dedria D. Albritton
ITS: Executive Director

Federal ID. No.: 54-2158648



We Are Columbia

MEETING DATE: September 5, 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 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.

REQUISITION NO.: R224103, R224102, R223953

**FUNDING SOURCE &
ORIGINAL BUDGET:**

CLEAN WATER 2020?: No

PURPOSE:

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

We respectfully request Council's approval for this purchase using the SC State Contract #4400029875, Alan Jay Fleet Sales.

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

ATTACHMENTS:

- **#a:** Council Memo Fleet Requests for Forestry and Customer Care (PDF)
- **#b:** Alan Jay Price Quote (PDF)
- **#c:** Alan Jay Sales Quote (PDF)
- **#d:** Nissan Altima (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 5, 2023

Subject: Recommendation for Approval for Purchase of Vehicles for Forestry & Beautification and Columbia Water, 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-350 SRW 8' Box Replacement for vehicle 18395	Forestry & Beautification Division	\$50,772.00	Capital Replacement Program FY 2022-2023 (carry over)
b.	Ford F-350 DRW Crew Cab Replacement for vehicle 16676	Forestry & Beautification Division	\$56,920.32	Capital Replacement Program FY - 2022-2023 (carry over)
c.	2024 Nissan Altima Sedan Replacement for vehicle 22572	Customer Care Division	\$26,026.00	Department Capital Customer Care FY - 2023-2024
d.	2024 Nissan Altima Sedan Replacement for vehicle 23613	Customer Care Division	\$26,026.00	Department Capital Customer Care FY - 2023-2024
Total Amount: \$159,744.32				

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

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



5.b

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	46850-1
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
7/26/2023

PRICE QUOTE FORM

REVISED QUOTE DATE
7/26/2023

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	W3C	MSRP	\$54,160.00
2024 Ford Super Duty F-350 DRW (W3C) XL 2WD Crew Cab 8' Box			
CUSTOMER ID	GOVERNMENT PRICE		\$52,568.00
BED LENGTH	8'		

** 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
620A	Order Code 620A	\$0.00
64K	Wheels: 17" Argent Painted Steel	\$0.00
66S	Upfitter Switches (6)	\$0.00
67D	190 Amp Alternator	\$0.00
TD8	Tires: LT245/75Rx17E BSW A/S (6)	\$0.00
X4L	Limited Slip w/4.30 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

\$52,204.00

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

\$0.00

TOTAL COST LESS TRADE IN(S)

QTY

1

\$52,204.00

Estimated Annual payments for 60 months paid in advance: \$11,691.55

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-350 DRW (W3C) XL 2WD Crew Cab 8' Box (Complete)



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

Window Sticker

SUMMARY

[Fleet] 2023 Ford Super Duty F-350 DRW (W3C) XL 2WD Crew Cab 8' BoxMSRP:\$50,500.00

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
W3C	[Fleet] 2023 Ford Super Duty F-350 DRW (W3C) XL 2WD Crew Cab 8' Box	\$50,500.00
OPTIONS		
153	Front License Plate Bracket	\$0.00
44F	Transmission: TorqShift-G 10-Speed Automatic	\$0.00
620A	Order Code 620A	\$0.00
64K	Wheels: 17" Argent Painted Steel	\$0.00
66S	Upfitter Switches (6)	\$165.00
67D	190 Amp Alternator	\$0.00

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Data Version: 20026. Data Updated: Jul 25, 2023 6:42:00 PM PDT.



Vehicle: [Fleet] 2023 Ford Super Duty F-350 DRW (W3C) XL 2WD Crew Cab 8' Box (Complete)

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 (6)	\$0.00
X4L	Limited Slip w/4.30 Axle Ratio	\$0.00
Z1	Oxford White	\$0.00
SUBTOTAL		\$50,665.00
Adjustments Total		\$0.00
Destination Charge		\$1,995.00
TOTAL PRICE		\$52,660.00

FUEL ECONOMY

Est City:N/A

Est Highway:N/A

Est Highway Cruising Range:N/A



Vehicle: [Fleet] 2023 Ford Super Duty F-350 DRW (W3C) XL 2WD Crew Cab 8' 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)
Limited Slip w/4.30 Axle Ratio (STD)
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
7072# Maximum Payload
GVWR: 14,000 lb Payload Package
HD Shock Absorbers
Front And Rear Anti-Roll Bars
Firm Suspension
Hydraulic Power-Assist Steering
Single Stainless Steel Exhaust
48 Gal. Fuel Tank
Dual Rear Wheels
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: Hub covers/center ornaments not included (STD)
Tires: LT245/75Rx17E BSW A/S (6) -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

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Data Version: 20026. Data Updated: Jul 25, 2023 6:42:00 PM PDT.



Vehicle: [Fleet] 2023 Ford Super Duty F-350 DRW (W3C) XL 2WD Crew Cab 8' Box (Complete)

Exterior

Black Front Bumper w/Black Rub Strip/Fascia Accent and 2 Tow Hooks
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
Cab Clearance Lights
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

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Vehicle: [Fleet] 2023 Ford Super Duty F-350 DRW (W3C) XL 2WD Crew Cab 8' Box (✔ Complete)

Interior	
	Gauges -inc: Speedometer, Odometer, Oil Pressure, Engine Coolant Temp, Tachometer, Transmission Fluid Temp, Engine Hour Meter, Trip Odometer and Trip Computer
	Power Rear Windows
	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

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Data Version: 20026. Data Updated: Jul 25, 2023 6:42:00 PM PDT.



Vehicle: [Fleet] 2023 Ford Super Duty F-350 DRW (W3C) XL 2WD Crew Cab 8' Box ( Complete)

Interior

- Manual Adjustable Front Head Restraints and Manual Adjustable Rear Head Restraints
- Securilock Anti-Theft Ignition (pats) Immobilizer
- 2 12V DC Power Outlets
- 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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5.c

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	46851-2
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
7/26/2023

PRICE QUOTE FORM

REVISED QUOTE DATE
7/26/2023

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	W3A	MSRP	\$52,675.00
2024 Ford Super Duty F-350 SRW (W3A) XL 2WD Crew Cab 8' Box			
CUSTOMER ID		GOVERNMENT PRICE	\$51,136.00
BED LENGTH	8'		

** 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
610A	Order Code 610A	\$0.00
64A	Wheels: 17" Argent Painted Steel	\$0.00
66S	Upfitter Switches (6)	\$0.00
67D	190 Amp Alternator	\$0.00
TD8	Tires: LT245/75Rx17E BSW A/S (4)	\$0.00
X37	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
--------	---	----------

AFTERMARKET OPTIONS

\$636.00

TRADE IN

TOTAL COST

\$50,772.00

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

\$0.00

TOTAL COST LESS TRADE IN(S)

QTY

1

\$50,772.00

Estimated Annual payments for 60 months paid in advance: \$11,370.84

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-350 SRW (W3A) XL 2WD Crew Cab 8' Box (✔ Complete)



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

Window Sticker

SUMMARY

[Fleet] 2023 Ford Super Duty F-350 SRW (W3A) XL 2WD Crew Cab 8' BoxMSRP:\$49,015.00

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
W3A	[Fleet] 2023 Ford Super Duty F-350 SRW (W3A) XL 2WD Crew Cab 8' Box	\$49,015.00
OPTIONS		
153	Front License Plate Bracket	\$0.00
44F	Transmission: TorqShift-G 10-Speed Automatic	\$0.00
610A	Order Code 610A	\$0.00
64A	Wheels: 17" Argent Painted Steel	\$0.00
66S	Upfitter Switches (6)	\$165.00
67D	190 Amp Alternator	\$0.00

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Data Version: 20026. Data Updated: Jul 25, 2023 6:42:00 PM PDT.



Vehicle: [Fleet] 2023 Ford Super Duty F-350 SRW (W3A) XL 2WD Crew Cab 8' Box (Complete)

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 (4)	\$0.00
X37	3.73 Axle Ratio	\$0.00
Z1	Oxford White	\$0.00
SUBTOTAL		\$49,180.00
Adjustments Total		\$0.00
Destination Charge		\$1,995.00
TOTAL PRICE		\$51,175.00

FUEL ECONOMY

Est City:N/A

Est Highway:N/A

Est Highway Cruising Range:N/A

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Data Version: 20026. Data Updated: Jul 25, 2023 6:42:00 PM PDT.



Vehicle: [Fleet] 2023 Ford Super Duty F-350 SRW (W3A) XL 2WD Crew Cab 8' 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)
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
4086# Maximum Payload
GVWR: 10,600 lb Payload Package
HD Shock Absorbers
Front Anti-Roll Bar
Firm Suspension
Hydraulic Power-Assist Steering
Single Stainless Steel Exhaust
48 Gal. Fuel Tank
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 (STD)
Tires: LT245/75Rx17E BSW A/S (4) -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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Vehicle: [Fleet] 2023 Ford Super Duty F-350 SRW (W3A) XL 2WD Crew Cab 8' 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-350 SRW (W3A) XL 2WD Crew Cab 8' 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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Data Version: 20026. Data Updated: Jul 25, 2023 6:42:00 PM PDT.



Vehicle: [Fleet] 2023 Ford Super Duty F-350 SRW (W3A) XL 2WD Crew Cab 8' 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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5.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	46853-1
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
7/26/2023

PRICE QUOTE FORM

REVISED QUOTE DATE
7/26/2023

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	13114	MSRP	\$27,465.00
2024 Nissan Altima 2.5 S Sedan			
CUSTOMER ID	GOVERNMENT PRICE		\$27,190.00

BED LENGTH

SEDAN

** 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	Charcoal, Cloth Seat Trim	\$0.00
FL2	OPTIONS [L92] Floor Mats & Trunk Mat	\$0.00
GPC SC	GOVERNMENT PRICE CONCESSION	(\$1,800.00)

FACTORY OPTIONS

(\$1,800.00)

AFTERMARKET OPTIONS

DESCRIPTION

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

AFTERMARKET OPTIONS

\$636.00

TRADE IN

TOTAL COST

\$26,026.00

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

\$0.00

TOTAL COST LESS TRADE IN(S)

QTY

1

\$26,026.00

Estimated Annual payments for 60 months paid in advance: \$5,828.75

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 Nissan Altima (13113) 2.5 S Sedan (✔ Complete)



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

Window Sticker

SUMMARY

[Fleet] 2023 Nissan Altima (13113) 2.5 S SedanMSRP:\$25,630.00

Interior:Charcoal, Cloth Seat Trim

Exterior 1:Glacier White

Exterior 2:No color has been selected.

OPTIONS

CODE	MODEL	MSRP
13113	[Fleet] 2023 Nissan Altima (13113) 2.5 S Sedan	\$25,630.00
OPTIONS		
FL2	[L92] Floor Mats & Trunk Mat	\$210.00
G	Charcoal, Cloth Seat Trim	\$0.00
QAK	Glacier White	\$0.00
SUBTOTAL		\$25,840.00
Adjustments Total		\$0.00
Destination Charge		\$1,095.00
TOTAL PRICE		\$26,935.00

FUEL ECONOMY

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Vehicle: [Fleet] 2023 Nissan Altima (13113) 2.5 S Sedan ( Complete)

Est City:27 MPG
Est Highway:39 MPG
Est Highway Cruising Range:631.80 mi



Vehicle: [Fleet] 2023 Nissan Altima (13113) 2.5 S Sedan (✔ Complete)

Standard Equipment

Mechanical	
	Engine: 2.5L DOHC 16-Valve 4-Cylinder
	Transmission w/Driver Selectable Mode and Oil Cooler
	Transmission: Xtronic CVT (Continuously Variable)
	Front-Wheel Drive
	4.83 Axle Ratio
	Engine Oil Cooler
	60-Amp/Hr Maintenance-Free Battery w/Run Down Protection
	120 Amp Alternator
	Gas-Pressurized Shock Absorbers
	Front And Rear Anti-Roll Bars
	Electric Power-Assist Speed-Sensing Steering
	16.2 Gal. Fuel Tank
	Quasi-Dual Stainless Steel Exhaust
	Strut Front Suspension w/Coil Springs
	Multi-Link Rear Suspension w/Coil Springs
	4-Wheel Disc Brakes w/4-Wheel ABS, Front Vented Discs, Brake Assist and Hill Hold Control
Exterior	
	Wheels: 16" x 7" Steel w/Full Wheel Covers
	Tires: 215/60R16 AS
	Steel Spare Wheel
	Compact Spare Tire Mounted Inside Under Cargo
	Clearcoat Paint
	Body-Colored Front Bumper
	Body-Colored Rear Bumper w/Body-Colored Rub Strip/Fascia Accent
	Black Side Windows Trim and Black Front Windshield Trim
	Chrome Door Handles
	Body-Colored Power Side Mirrors w/Manual Folding
	Fixed Rear Window w/Defroster
	Light Tinted Glass

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Vehicle: [Fleet] 2023 Nissan Altima (13113) 2.5 S Sedan (✔ Complete)

Exterior

- Speed Sensitive Variable Intermittent Wipers
- Galvanized Steel/Aluminum Panels
- Black Grille w/Chrome Surround
- Trunk Rear Cargo Access
- Intelligent Auto Headlights (i-Ah) Auto On/Off Projector Beam Led Low/High Beam Daytime Running Auto High-Beam Headlamps w/Delay-Off
- Headlights-Automatic Highbeams

Entertainment

- Radio w/Seek-Scan, Clock, Speed Compensated Volume Control and Steering Wheel Controls
- Radio: AM/FM Audio System -inc: RDS, MP3 and aux-in, 6 speakers, 7" color touch-screen display audio system, Bluetooth hands-free phone system, streaming audio via Bluetooth, hands-free text messaging assistant, 1 front illuminated USB ports (type-A) for compatible devices, Siri Eyes Free and Google Assistant voice recognition
- Window Grid Antenna
- 2 LCD Monitors In The Front

Interior

- Driver Seat
- Passenger Seat
- 60-40 Folding Bench Front Facing Fold Forward Seatback Rear Seat
- Manual Tilt/Telescoping Steering Column
- Gauges -inc: Speedometer, Odometer, Engine Coolant Temp, Tachometer, Trip Odometer and Trip Computer
- Power Rear Windows
- Wi-Fi Hotspot Selective Service Internet Access
- Front Bucket Seats -inc: 6-way manual driver's seat, 4-way manual front passenger's seat and height-adjustable front head restraints
- Front Cupholder
- Rear Cupholder
- Proximity Key For Doors And Push Button Start
- Valet Function
- Remote Keyless Entry w/Integrated Key Transmitter, Illuminated Entry, Illuminated Ignition Switch and Panic Button
- Remote Releases -Inc: Power Cargo Access and Mechanical Fuel
- Cruise Control w/Steering Wheel Controls

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Vehicle: [Fleet] 2023 Nissan Altima (13113) 2.5 S Sedan (✔ Complete)

Interior	
	Manual Air Conditioning
	HVAC -inc: Underseat Ducts
	Illuminated Glove Box
	Driver Foot Rest
	Interior Trim -inc: Metal-Look Instrument Panel Insert, Simulated Carbon Fiber Door Panel Insert, Simulated Carbon Fiber Console Insert and Chrome/Metal-Look Interior Accents
	Full Cloth Headliner
	Vinyl Door Trim Insert
	Urethane Gear Shifter Material
	Cloth Seat Trim
	Day-Night Rearview Mirror
	Driver And Passenger Visor Vanity Mirrors w/Driver And Passenger Illumination, Driver And Passenger Auxiliary Mirror
	Full Floor Console w/Covered Storage, Mini Overhead Console w/Storage and 1 12V DC Power Outlet
	Front And Rear Map Lights
	Fade-To-Off Interior Lighting
	Full Carpet Floor Covering
	Carpet Floor Trim and Carpet Trunk Lid/Rear Cargo Door Trim
	Cargo Area Concealed Storage
	Cargo Space Lights
	FOB Controls -inc: Cargo Access, Windows and Remote Start
	Driver / Passenger And Rear Door Bins
	Power 1st Row Windows w/Driver 1-Touch Up/Down
	Delayed Accessory Power
	Power Door Locks w/Autolock Feature
	Driver Information Center
	Redundant Digital Speedometer
	Trip Computer
	Outside Temp Gauge
	Analog Appearance
	Seats w/Cloth Back Material

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Vehicle: [Fleet] 2023 Nissan Altima (13113) 2.5 S Sedan (✔ Complete)

Interior

Manual Adjustable Rear Head Restraints
Front Center Armrest and Rear Center Armrest
Perimeter Alarm
Immobilizer
1 12V DC Power Outlet
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
Rear Parking Sensors
Blind Spot
Intelligent Forward Collision Warning w/Automatic Emergency Braking (AEB)
Lane Departure Warning (LDW) Lane Departure Warning
Collision Mitigation-Front
Driver Monitoring-Alert
Collision Mitigation-Rear
Tire Pressure Monitoring System Tire Specific 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 and Rear Side-Impact Airbag
Rear Child Safety Locks
Outboard Front Lap And Shoulder Safety Belts -inc: Rear Center 3 Point, Height Adjusters and Pretensioners
RearView Monitor Back-Up Camera

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Vehicle: [Fleet] 2023 Nissan Altima (13113) 2.5 S Sedan ( Complete)

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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We Are Columbia

MEETING DATE: September 5, 2023

DEPARTMENT: Procurement and Contracts

FROM: *Shannon Lizewski, Director*

SUBJECT: Council is asked to approve the Purchase of a LogRhythem 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.

REQUISITION NO.: R223614

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

CLEAN WATER 2020?: No

We respectfully request Council's approval for this purchase using the Sourcwell Contract# 081419-SHI Vendor, SHI International.

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:** Log Rythm Memo (PDF)
- **#b:** R223614 SHI Quote (PDF)



Information Technology

1401 Main St., Suite 1000 | Columbia, South Carolina 29201

Phone: 803-737-4210 | Fax: 803-737-4228

TO: Procurement & Contracts

FROM: Sylvia White, Chief Information Officer

DATE: August 1, 2023

SUBJECT: Purchase of LogRhythm (SIEM)

BACKGROUND:

The purpose of a security information and event management (SIEM) system is to detect, analyze, notify and respond to potential security threats to the City's infrastructure. LogRhythm is enterprise-wide security tool, with the ability to tie systems together for a comprehensive view of IT security and to protect and mitigate security events.

DISCUSSION:

SIEM enables the detection of incidents that may otherwise go unnoticed by gathering and analyzing security events from multiple sources across the network. This investment will enable the City of Columbia to comply with State and Federal Regulations.

BUDGETARY CONTEXT:

The cost of the attached proposal is \$98,009.32. The original budget amount is \$100,000.00. The Funding Source is: 101120-632179.



Pricing Proposal

Quotation #: 23101713

Reference #: On Prem and Hardware

Created On: 2/15/2023

Valid Until: 9/29/2023

SC-City of Columbia

Inside Account Manager
(IAM)

Eric Goodwill

P.O.BOX 147

ACCOUNTING DEPT

Columbia, SC 29217

United States

Phone: 8034018871

Fax:

Email: Eric.Goodwill@columbiasc.gov

Wan Tangtrakul

290 Davidson Avenue

Somerset, NJ 08873

Phone: 800-715-3197

Fax: 732-868-6055

Email: SoutheastTeamGov@shi.com

All Prices are in US Dollar (USD)



Product	Qty	Your Price	Total
1 LogRhythm XDR Stack subscription, includes 1 MPS AnalytiX, DetectX, and RespondX per unit quantity. MS SQL is not included, if needed order LR-ACC-MSSQL-P. Subscription and Perpetual XDR Stack licenses may not be combined. LogRhythm - Part#: LR-ULP-XDR-MPS-S Contract Name: Sourcewell- Technology Catalog Solutions Contract #: 081419-SHI Note: Year 1 ***Coverage term dates will be determined once purchase order is processed***	1000	\$0.00	\$0.00
2 LogRhythm RespondX subscription for 1 MPS per unit quantity. Subscription and Perpetual RespondX licenses may not be combined. LogRhythm - Part#: LR-ULP-RSX-MPS-S Contract Name: Sourcewell- Technology Catalog Solutions Contract #: 081419-SHI Note: Year 1 ***Coverage term dates will be determined once purchase order is processed***	1000	\$3.95	\$3,950.00
3 LogRhythm DetectX subscription for 1 MPS per unit quantity. AnalytiX subscription for 1 MPS included. MS SQL is not included, if needed order LR-ACC-MSSQL-P. Subscription and Perpetual DetectX licenses may not be combined. LogRhythm - Part#: LR-ULP-DTX-MPS-S Contract Name: Sourcewell- Technology Catalog Solutions Contract #: 081419-SHI Note: Year 1 ***Coverage term dates will be determined once purchase order is processed***	1000	\$31.34	\$31,340.00
4 LogRhythm System Monitor Pro Agent for EDR and Collection subscription software license LogRhythm - Part#: LR-ULP-SMP-S Contract Name: Sourcewell- Technology Catalog Solutions Contract #: 081419-SHI Note: Year 1 ***Coverage term dates will be determined once purchase order is processed***	10	\$138.51	\$1,385.10
5 LogRhythm System Monitor Lite Agent for EDR and Collection subscription software license	50	\$38.64	\$1,932.00

LogRhythm - Part#: LR-ULP-SML-S

Contract Name: Sourcewell- Technology Catalog Solutions

Contract #: 081419-SHI

Note: Year 1 ***Coverage term dates will be determined once purchase order is processed***

6	LogRhythm System Monitor for Collection subscription software license, for data collection use only. Software version 7.4.9 or later required. LogRhythm - Part#: LR-ULP-SMC-S Contract Name: Sourcewell- Technology Catalog Solutions Contract #: 081419-SHI Note: Year 1 ***Coverage term dates will be determined once purchase order is processed***	3000	\$0.00	\$0.00
7	LogRhythm UEBA advanced detection of User-borne threats subscription software license. LogRhythm - Part#: LR-ULP-UEBA- ADDON-S Contract Name: Sourcewell- Technology Catalog Solutions Contract #: 081419-SHI Note: Year 1 ***Coverage term dates will be determined once purchase order is processed***	100	\$43.74	\$4,374.00
8	LogRhythm All-in-one XM6500 Appliance, includes SQL Server 2016 Standard with 5 CALs, KYHD and iDRAC license LogRhythm - Part#: LR-ULP-APL- XM6500 Contract Name: Sourcewell- Technology Catalog Solutions Contract #: 081419-SHI Note: Year 1 ***Coverage term dates will be determined once purchase order is processed***	1	\$23,201.91	\$23,201.91
9	Prepaid Standard Maintenance and Support Services, variable pricing at 20% annually of products price LogRhythm - Part#: LR-SV-MNS-STD Contract Name: Sourcewell- Technology Catalog Solutions Contract #: 081419-SHI Note: Year 1 ***Coverage term dates will be determined once purchase order is processed***	1	\$8,466.22	\$8,466.22
10	Shipping and Handling Charge LogRhythm - Part#: LR-SHIPPING Contract Name: Sourcewell- Technology Catalog Solutions Contract #: 081419-SHI Note: Year 1 ***Coverage term dates will be determined once purchase order is processed***	1	\$128.59	\$128.59
11	Prepaid Professional Services 1 Day without Travel. T&E not included. LogRhythm - Part#: LR-SV-PPS-1 DAY Contract Name: Sourcewell- Technology Catalog Solutions Contract #: 081419-SHI Note: Year 1 ***Coverage term dates will be determined once purchase order is processed***	6	\$2,102.90	\$12,617.40
12	Prepaid Project Management and Administration LogRhythm - Part#: LR-SV-PMO Contract Name: Sourcewell- Technology Catalog Solutions Contract #: 081419-SHI Note: Year 1 ***Coverage term dates will be determined once purchase order is processed***	1	\$1,261.74	\$1,261.74
13	LogRhythm Training includes: - 1 User Access License* for the term, Unlimited Training for the named User, Self-Paced On- Demand Training & Instructor-Led Training, For additional information on LogRhythm Training please visit	2	\$4,676.18	\$9,352.36

<https://logrhythm.com/service>

LogRhythm - Part#: LR-TRAINING

Contract Name: Sourcewell- Technology Catalog Solutions

Contract #: 081419-SHI

Note: Year 1 ***Coverage term dates will be determined once purchase order is processed***

	Total	\$98,009.32	
Additional Optional Items			
LogRhythm XDR Stack subscription, includes 1 MPS AnalytiX, DetectX, and RespondX per unit quantity. MS SQL is not included, if needed order LR-ACC-MSSQL-P. Subscription and Perpetual XDR Stack licenses may not be combined.	1000	\$0.00	\$0.00
LogRhythm - Part#: LR-ULP-XDR-MPS-S			
Contract Name: Sourcewell- Technology Catalog Solutions			
Contract #: 081419-SHI			
Note: Year 2			
LogRhythm RespondX subscription for 1 MPS per unit quantity. Subscription and Perpetual RespondX licenses may not be combined.	1000	\$4.18	\$4,180.00
LogRhythm - Part#: LR-ULP-RSX-MPS-S			
Contract Name: Sourcewell- Technology Catalog Solutions			
Contract #: 081419-SHI			
Note: Year 2			
LogRhythm DetectX subscription for 1 MPS per unit quantity. AnalytiX subscription for 1 MPS included. MS SQL is not included, if needed order LR-ACC-MSSQL-P. Subscription and Perpetual DetectX licenses may not be combined.	1000	\$33.19	\$33,190.00
LogRhythm - Part#: LR-ULP-DTX-MPS-S			
Contract Name: Sourcewell- Technology Catalog Solutions			
Contract #: 081419-SHI			
Note: Year 2			
LogRhythm System Monitor Pro Agent for EDR and Collection subscription software license	10	\$146.64	\$1,466.40
LogRhythm - Part#: LR-ULP-SMP-S			
Contract Name: Sourcewell- Technology Catalog Solutions			
Contract #: 081419-SHI			
Note: Year 2			
LogRhythm System Monitor Lite Agent for EDR and Collection subscription software license	50	\$40.90	\$2,045.00
LogRhythm - Part#: LR-ULP-SML-S			
Contract Name: Sourcewell- Technology Catalog Solutions			
Contract #: 081419-SHI			
Note: Year 2			
LogRhythm System Monitor for Collection subscription software license, for data collection use only. Software version 7.4.9 or later required.	3000	\$0.00	\$0.00
LogRhythm - Part#: LR-ULP-SMC-S			
Contract Name: Sourcewell- Technology Catalog Solutions			
Contract #: 081419-SHI			
Note: Year 2			
LogRhythm UEBA advanced detection of User-borne threats subscription software license.	100	\$46.31	\$4,631.00
LogRhythm - Part#: LR-ULP-UEBA- ADDON-S			
Contract Name: Sourcewell- Technology Catalog Solutions			
Contract #: 081419-SHI			

Additional Optional Items

LogRhythm - Part#: LR-ULP-XDR-MPS-S

Contract Name: Sourcewell- Technology Catalog Solutions

Contract #: 081419-SHI

Note: Year 2

LogRhythm - Part#: LR-ULP-RSX-MPS-S

Contract Name: Sourcewell- Technology Catalog Solutions

Contract #: 081419-SHI

Note: Year 2

LogRhythm - Part#: LR-ULP-DTX-MPS-S

Contract Name: Sourcewell- Technology Catalog Solutions

Contract #: 081419-SHI

Note: Year 2

LogRhythm - Part#: LR-ULP-SMP-S

Contract Name: Sourcewell- Technology Catalog Solutions

Contract #: 081419-SHI

Note: Year 2

LogRhythm - Part#: LR-ULP-SML-S

Contract Name: Sourcewell- Technology Catalog Solutions

Contract #: 081419-SHI

Note: Year 2

LogRhythm - Part#: LR-ULP-SMC-S

Contract Name: Sourcewell- Technology Catalog Solutions

Contract #: 081419-SHI

Note: Year 2

LogRhythm - Part#: LR-ULP-UEBA- ADDON-S

Contract Name: Sourcewell- Technology Catalog Solutions

Contract #: 081419-SHI

LogRhythm XDR Stack subscription, includes 1 MPS AnalytiX, DetectX, and RespondX per unit quantity. MS SQL is not included, if needed order LR-ACC-MSSQL-P. Subscription and Perpetual XDR Stack licenses may not be combined. LogRhythm - Part#: LR-ULP-XDR-MPS-S Contract Name: Sourcewell- Technology Catalog Solutions Contract #: 081419-SHI Note: Year 3	1000	\$0.00	\$0.00
LogRhythm RespondX subscription for 1 MPS per unit quantity. Subscription and Perpetual RespondX licenses may not be combined. LogRhythm - Part#: LR-ULP-RSX-MPS-S Contract Name: Sourcewell- Technology Catalog Solutions Contract #: 081419-SHI Note: Year 3	1000	\$4.46	\$4,460.00
LogRhythm DetectX subscription for 1 MPS per unit quantity. AnalytiX subscription for 1 MPS included. MS SQL is not included, if needed order LR-ACC-MSSQL-P. Subscription and Perpetual DetectX licenses may not be combined. LogRhythm - Part#: LR-ULP-DTX-MPS-S Contract Name: Sourcewell- Technology Catalog Solutions Contract #: 081419-SHI Note: Year 3	1000	\$35.52	\$35,520.00
LogRhythm System Monitor Pro Agent for EDR and Collection subscription software license LogRhythm - Part#: LR-ULP-SMP-S Contract Name: Sourcewell- Technology Catalog Solutions Contract #: 081419-SHI Note: Year 3	10	\$156.90	\$1,569.00
LogRhythm System Monitor Lite Agent for EDR and Collection subscription software license LogRhythm - Part#: LR-ULP-SML-S Contract Name: Sourcewell- Technology Catalog Solutions Contract #: 081419-SHI Note: Year 3	50	\$43.77	\$2,188.50
LogRhythm System Monitor for Collection subscription software license, for data collection use only. Software version 7.4.9 or later required. LogRhythm - Part#: LR-ULP-SMC-S Contract Name: Sourcewell- Technology Catalog Solutions Contract #: 081419-SHI Note: Year 3	3000	\$0.00	\$0.00
LogRhythm UEBA advanced detection of User-borne threats subscription software license. LogRhythm - Part#: LR-ULP-UEBA- ADDON-S Contract Name: Sourcewell- Technology Catalog Solutions Contract #: 081419-SHI Note: Year 3	100	\$49.54	\$4,954.00

Additional Comments

Payment Schedule:
Year 1: \$98,009.32
Year 2: \$45,512.40
Year 3: \$48,691.50

Please note, if Emergency Connectivity Funds (ECF) will be used to pay for all or part of this quote, please let us know as need to ensure compliance with the funding program.

6.b

Hardware items on this quote may be updated to reflect changes due to industry wide constraints and fluctuations.

Thank you for choosing SHI International Corp! The pricing offered on this quote proposal is valid through the expiration date listed above. To ensure the best level of service, please provide End User Name, Phone Number, Email Address and applicable Contract Number when submitting a Purchase Order. For any additional information including Hardware, Software and Services Contracts, please contact an SHI Inside Sales Representative at (888) 744-4084. SHI International Corp. is 100% Minority Owned, Woman Owned Business. TAX ID# 22-3009648; DUNS# 61-1429481; CCR# 61-243957G; CAGE 1HTF0

The products offered under this proposal are resold in accordance with the terms and conditions of the Contract referenced under that applicable line item.





We Are Columbia

MEETING DATE: September 5, 2023

DEPARTMENT: Procurement and Contracts

FROM: *Shannon Lizewski, Director*

SUBJECT: 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.

REQUISITION NO.: R223679

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

We respectfully request Council's approval for this purchase using the SC State Contract #4400026741, Galls, LLC.

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

ATTACHMENTS:

- **#a:** SC State Contract Information (HTML)



We Are Columbia

MEETING DATE: September 5, 2023

DEPARTMENT: Procurement and Contracts

FROM: Shannon Lizewski, Director

SUBJECT: 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.

REQUISITION NO.: R223455

**FUNDING SOURCE &
ORIGINAL BUDGET:**

PURPOSE:

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

Sec. 2-204.-Item (5) - 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:
Sole source procurements.

ATTACHMENTS:

- **#a:** APPROVED - 23017993 - Sound Thinking Justification Form (PDF)

- #b: Water Solutions Purate Agreement (PDF)
- #c: Kimley Horn Parking Facilities Assessment Agreement (PDF)

Requisition # R223455JUSTIFICATION FOR
SOLE SOURCE PROCUREMENT

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

This Department proposes to procure for the Police Department Division,

Annual renewal - Sound Thinking - Shotspotter - AI

as a sole source procurement from Sound Thinking

based upon the following justifications There is currently only wide area gunshot detection and location system available commercially for law enforcement and it is exclusively offered by the vendor.

The vendor is the exclusive provider of Shotspotter respond, the cloud based, subscription managed services offering which includes warranty, repair, maintenance and support on all system.s

This sole source is valid through June 30, 2024 Amount \$ 539,460

Police Wmt Hall 8/9/2023
Department Signature of Department Head Date

Shannon Wizenick 8/9/2023
Signature of Purchasing Agent Date

Form must be route in the order of the signatures

Kristine Githara 8/11/2023
Signature of Finance Director Date

APPROVED AS TO FORM

[Signature]
Legal Department City of Columbia, SC

08/14/2023

Signature of Asst. City Manager Date

Signature of City Manager Date

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

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

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

AMENDMENT ONE TO
RESPOND SERVICES AGREEMENT

This Amendment One ("Amendment One") to the Respond Services Agreement between SoundThinking, Inc. (fka ShotSpotter, Inc.) and the City of Columbia, SC dated April 22, 2022 (the "Agreement"), is effective as of the last date of signature below. Except as modified herein, all other terms and conditions of the Agreement remain in full force and effect. In the event of a conflict between the Agreement and this Amendment One, the terms of this Amendment One shall control.

WHEREAS, on April 10, 2023, ShotSpotter the company changed its name to SoundThinking, Inc. ("SoundThinking"); and

WHEREAS, on April 10, 2023, SoundThinking announced that the product name ShotSpotter Respond™ had been revised to ShotSpotter®; and

WHEREAS, SoundThinking and Customer desire to further amend the Agreement by extending the term for three (3) years, as further defined below and SoundThinking's Quotation #COLUMBSC022423Br attached to this Amendment One as Exhibit A.

Now, therefore, the Parties agree as follows:

1. The term of the Agreement shall be extended for a three (3) year period, commencing July 1, 2023, and ending June 30, 2026, as set forth in Exhibit A.
2. Fees are due and payable for each annual subscription period as shown in Exhibit A.
3. From April 10, 2023 forward, references in the Agreement and subsequent Amendments to ShotSpotter the company shall mean SoundThinking.
4. From April 10, 2023 forward, references in the Agreement, and subsequent Amendments to the product name ShotSpotter Respond, shall mean ShotSpotter®.
5. This Amendment One represents the entire understanding and agreement of the Parties with respect to the subject matter set forth herein.

SIGNATURE PAGE FOLLOWS

EACH PARTY'S ACCEPTANCE HEREOF IS EXPRESSLY LIMITED TO THE TERMS OF THIS AMENDMENT ONE AND NO DIFFERENT OR ADDITIONAL TERMS CONTAINED IN ANY CONFIRMATION, PURCHASE ORDER, OR OTHER BUSINESS FORM, WRITING OR MATERIAL SHALL HAVE ANY FORCE OR EFFECT UNLESS EXPRESSLY AGREED TO IN WRITING BY THE PARTIES.

CITY OF COLUMBIA, SC

SOUNDTHINKING, INC.

Accepted By (Signature)



Accepted By (Signature)

Printed Name

Roxanne Lerner

Printed Name

Title

Director of Contracts

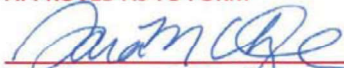
Title

Date

14 August 2023

Date

APPROVED AS TO FORM



Legal Department City of Columbia, SC

08/14/2023

EXHIBIT A

Attached on Following Page



Quote

SoundThinking, Inc.
39300 Civic Center Drive, Suite 300
Fremont, CA 94538
Phone: 888.274.6877 Fax: 650.887.2106

DATE 7/26/2023
Quote # COLUMBSC022423Br
Customer ID Columbia PD

Quote For:
Deputy Chief Melron Kelly
Columbia Police Department
1 Justice Square
Columbia, SC 29201

Quote valid until: 8/31/2023
Prepared by: K Isotalo

Comments or Special Instructions:

Renewal of Annual ShotSpotter (formerly Respond) and Notifications API Subscription Services for an additional three-year term (July 1, 2023 through June 30, 2026) for the 6.0 mi² Phase I coverage area and the 1.0 mi² Phase II coverage area. The proposed services will be delivered according to the terms and conditions contained in the ShotSpotter Flex Service Agreement dated September 10, 2018, as subsequently amended, which is incorporated herein by reference.

SALES DIRECTOR:		TERMS:		Net 30
QUANTITY	DESCRIPTION	UNIT PRICE	TAXABLE?	AMOUNT
6.0	Phase I Annual ShotSpotter Subscription Services (per mi ²) for 7/1/2023 through 6/30/2024.	\$70,000		\$420,000
1.0	Phase II Annual ShotSpotter Subscription Services (per mi ²) for 7/1/2023 through 6/30/2024.	\$70,000		\$70,000
1	Annual Notifications API Subscription Services for 7/1/2023 through 6/30/2024.	\$9,500		\$9,500
YEAR ONE SUBTOTAL:				\$499,500
6.0	Phase I Annual ShotSpotter Subscription Services (per mi ²) for 7/1/2024 through 6/30/2025.	\$70,000		\$420,000
1.0	Phase II Annual ShotSpotter Subscription Services (per mi ²) for 7/1/2024 through 6/30/2025.	\$70,000		\$70,000
1	Annual Notifications API Subscription Services for 7/1/2024 through 6/30/2025.	\$9,500		\$9,500
YEAR TWO SUBTOTAL:				\$499,500
6.0	Phase I Annual ShotSpotter Subscription Services (per mi ²) for 7/1/2025 through 6/30/2026.	\$70,000		\$420,000
1.0	Phase II Annual ShotSpotter Subscription Services (per mi ²) for 7/1/2025 through 6/30/2026.	\$70,000		\$70,000
1	Annual Notifications API Subscription Services for 7/1/2025 through 6/30/2026.	\$9,500		\$9,500
YEAR THREE SUBTOTAL:				\$499,500
SUBTOTAL				\$1,498,500
TAX RATE				
SALES TAX				-
OTHER				-
TOTAL				\$1,498,500

SoundThinking will issue an invoice once we receive the PO.

If you have any questions concerning this quote, please contact
Karen Isotalo - Vice President, Sales Operations at 510.298.8668 or kisotalo@soundthinking.com



**SOLE SOURCE AGREEMENT
GOODS and/or SERVICES AGREEMENT**

THIS AGREEMENT, by and between the City of Columbia, South Carolina (hereinafter referred to as the "City" or "Buyer") and **Water Solutions/Division of Azure Water Services** (hereinafter referred to as the "Seller"), for Seller to provide certain goods and or related services that justify a sole source procurement by the City pursuant to Section 1.16 of the City's Procurement Regulations, is made in consideration of the mutual covenants and promises contained herein, and consistent with the City's written justification for sole source procurement, attached as Exhibit A.

1. Scope and Schedule of Purchase. The Seller will provide the goods and/or services described in Exhibit A, attached hereto. The description of goods and/or services shall include, but not limited to, the unit cost, manufacturer or brand, and total cost. The Seller shall be responsible for obtaining any approvals, permits and/or licenses, including a City business license, as may be required of the Seller in performing the sale of goods and/or services under this AGREEMENT. The Seller shall be responsible for any costs relating to the same. The Seller shall complete all sales under this AGREEMENT within the timeframes set forth in Exhibit B.

2. Term and Option to Renew. The term of this AGREEMENT is effective as of the latter date of the execution of this AGREEMENT as shown by the signatures of the parties below; upon issuance of a Notice to Proceed; receipt of a valid Purchase Order from the City of Columbia; and approval by the City Council, if applicable and valid until June 30, 2024. An option to renew or continue purchasing goods and/or services for an additional one-year period may be authorized at the mutual pleasure and discretion of both parties. However, neither party shall be under any obligation to agree to an extension of the initial term or any additional term.

3. Supplemental or Additional Goods and/or Services. The Parties may agree that Seller provide Additional or Supplemental goods and/or services as authorized by a City purchase order. Seller must obtain written approval from the City for any Supplemental or Additional Goods and/or Services prior to the good and/or service being provided. If the Seller fails to obtain prior written approval to provide the Supplemental or Additional Goods and/or Services, the City is under no obligation to compensate the Seller for goods and/or services provided.

4. Additional Terms and Conditions. The following terms and conditions within the City's General Purchase Order Terms and Conditions, found at <https://procurement.columbiasc.gov/wp-content/uploads/2021/09/General-COC-Purchase-Order-Terms-Conditions.pdf>, or available upon request at the City of Columbia Procurement and Contracts Department, 1800 Main Street, Second Floor, Columbia, S.C., 803-545-3470, are incorporated by reference herein as part of this AGREEMENT: Assignment, Breach/Waiver; Choice of Law (Jan 2006); Contractor Personnel; Seller's Obligation – General; Delivery/Performance Location; Default; Drug Free Work Place Certification; Ethics; Facilities, Force Majeure; Indemnification (City of Columbia, SC); Inspection; Inspection, Acceptance & Title; Invoicing & Payment; Liability; Licenses; Permits and Taxes (City of Columbia, SC); Material and Workmanship; Manufacturer's Name & Approved Equivalents; Modification; Non-Discrimination in Contracting Policy; No Indemnity or Defense; Packing and Shipping; Payment & Interest; Patents & Royalties; Price Adjustments; Publicity; Sales and/or Use Tax; Service & Warranty; SC Illegal Immigration Reform Act (State Law); Severability; Successorship; State Law Applicable; Title and Risk of Loss; Whole Agreement; and Other Applicable Terms and Conditions. **By signing this agreement, Seller agrees that notwithstanding Seller's Standard or Specific Terms and Conditions providing otherwise, the City will NOT indemnify, pay attorney's fees or agree to choice of law provisions calling for suit outside the State of South Carolina.**

5. Subcontracting. Seller shall not subcontract the obligations under this AGREEMENT without prior written consent of the City. Seller shall be as fully responsible to the City for the acts and omissions of any of its subcontractors as it is for the acts and omissions of Seller's employees.

6. Compensation. The total compensation paid by the City to Seller under this AGREEMENT shall not exceed **Three Hundred Thousand Dollars and Zero Cents, (\$300,000)** unless authorized by the City under Section 2 of this AGREEMENT. The Seller shall submit an invoice for the sale of goods and/or services. Each invoice submitted must describe the items, show payment calculations and specify the person(s) rendering such service(s), if applicable. The invoice shall bear the signature of the Seller, which signature shall certify that the information contained in the invoice is true and accurate and that the invoice amount is currently due and owing. The City will not pay interest or penalty on any past due amount.

☐ Annual Cost Adjustment If, during the performance of this Contract, the cost of the services significantly increases, through no fault of the Seller, the Seller may request a price increase. If recommended by the project manager and approved by the Owner, the approved price increase will be effective upon the next renewal date of the Contract. As used herein, a significant cost increase shall mean an increase in the current Consumer Price Index (CPI) from either the date of this Contract or a previous Annual Cost Adjustment, whichever is later. The amount of the Annual Cost Adjustment shall be equal to the percentage increase in the (CPI), rounded to two decimal places, and shall be applied equally to the unit price of each item of work in the Schedule of Values, beginning with the first application for payment subsequent to the next annual renewal of the Contract. Final approval of price increase must be approved by the City Manager, City Council and/or an authorized designee.

☒ Annual Price Adjustment (Material Cost) If, during the performance of this contract, the cost of materials significantly increases, through no fault of the seller, the price of this contract shall be equitably adjusted by an amount reasonably necessary to cover any such significant increase in the cost of material(s). As used herein, a significant cost increase shall mean any increase in cost of materials exceeding 20% experienced by seller from the date of the contract signing. Such increase in material costs shall be documented through quotes, invoices, or receipts. Where the delivery of materials delayed, through no fault of the seller, as a result of the shortage or unavailability of the materials, seller shall not be liable for any additional costs or damages associated with such delay(s). Final approval of price increase must be approved by the City Manager, City Council and/or an authorized designee.

7. Ownership of Project Documents. All data, documents or other information of any description generated by or used by the Seller or any Subcontractor and related to the services required by this AGREEMENT shall be the property of the City and shall not be used by the Seller for any purpose whatsoever except to perform the services required by this AGREEMENT. All of the reports, information, data, records or documents of any kind, prepared or assembled by the Seller under this AGREEMENT are matters of public record, but that the Seller agrees that they shall only be made available to any individual or organization by the City and the Seller shall not make them available to any individual or organization without the prior written approval of the City.

8. Insurance. If determined by the City to be appropriate and necessary, the Seller shall procure and maintain during the life of this AGREEMENT such insurance as required by statute, ordinance, or this Agreement, to adequately protect the City from any claims or damages including bodily injury or death, which may arise from them during operations under this AGREEMENT. The following insurance, as indicated by the box or boxes checked by the City, is required to be procured by the Seller to adequately protect the City from any claims or damages including bodily injury or death which may arise during operations under this AGREEMENT, to be maintained during the entire term (including any renewals or Additional and Supplemental Services):

☐ WORKERS COMPENSATION INSURANCE: Workers Compensation Insurance for all employees to be engaged in work on the project under this Agreement, and in case any work is subcontracted, the Seller shall

require the subcontractor similarly to provide Worker Compensation Insurance for all of the employees to be engaged in such work unless such employees are covered by the protection afforded by the Seller's Worker Compensation Insurance. The Seller shall not permit any person who is not protected by Workers Compensation Insurance or a properly approved Self-Insured Workers Compensation Program to perform any activity related to this AGREEMENT.

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

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

☐ **AUTOMOBILE LIABILITY INSURANCE:** Five Hundred Thousand Dollars and No/100 (\$500,000.00) combined single limit per accident for bodily injury and property damage.

The Seller shall furnish the City with a certificate showing satisfactory proof of carriage of the insurance required hereunder and such insurance shall be approved by the City prior to the Seller and any subcontractor of the Seller providing any goods and/or services under this AGREEMENT and this insurance shall remain in effect throughout the term of this AGREEMENT, and any extensions of service. Insurance shall remain in effect for the duration of the project and for a period of one (1) year after completion.

9. **Warranties.** Seller must provide the manufacturer's standard written warranty upon delivery of goods and/or services. Seller warrants that manufacturer will honor the standard written warranty provided. All warranties provided within S.C. Code Ann. § 36-2-101 *et seq.* shall apply to the sale of goods and/or services set forth in this AGREEMENT.

10. **Termination.** This AGREEMENT shall terminate upon Seller's completion of the scope of goods and/or services and any City-authorized Additional or Supplemental Goods and/or Services. In the event that the sale of provided hereunder may extend beyond a single fiscal year of the City, and City funds are not budgeted and appropriated to pay for goods and/or services beyond a single fiscal year of the City, this AGREEMENT shall be terminated on or no later than June 30th of the fiscal year in which funds were budgeted and appropriated.

11. **TERMINATION DUE TO UNAVAILABILITY OF FUNDS:** Payment and performance obligations for succeeding fiscal periods shall be subject to the availability and appropriation of funds therefore. When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period, the contract shall be canceled. In the event of a cancellation pursuant to this paragraph, seller will be reimbursed the resulting unamortized, reasonably incurred, nonrecurring costs. Seller will not be reimbursed any costs amortized beyond the initial contract term.

Notwithstanding the foregoing, the City shall, at its sole option and discretion, have the right to terminate this AGREEMENT for any reason whatsoever.

12. **Amendment.** This AGREEMENT may not be amended except pursuant to a written instrument signed by both parties.

13. Entire Agreement. This AGREEMENT contains the entire understanding between the parties with respect to the subject matter herein. There are no representations, agreements, or understandings (whether oral or written) between or among the parties relating to the subject matter of this AGREEMENT which are not fully expressed herein.

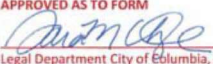
14. No Third Party Beneficiaries. Nothing in this AGREEMENT shall be construed to give any rights or benefits to anyone other than the City and the Seller.

15. Independent Contractor. The Seller is an independent contractor and not an employee nor agent of the City. Nothing in this AGREEMENT will be construed as creating a joint venture, partnership or employment relationship between the Parties, nor will either Party have the right, power or authority to create any obligation or duty, express or implied, on behalf of the other. All Seller employees whom Seller has employed to fulfill its obligations under this AGREEMENT will at all times be considered employees of Seller.

16. Dispute Resolution. In the event there are any disagreements between the City and the Seller with regard to any of the requirements, specifications or interpretation of this AGREEMENT, the Seller agrees to defer to the reasonable interpretations of the City as, from time to time, may be made by the City. Ambiguities in the terms of this AGREEMENT, if any, shall not be construed against the City.

17. Conflict of Terms. In the event any terms or conditions within this AGREEMENT conflicts with one another, the terms or conditions that are the most favorable to the City, as determined by the City, shall prevail.

In witness whereof, and in order to bind themselves legally to the terms and conditions of this AGREEMENT, the duly authorized representatives of the parties have executed this AGREEMENT.

APPROVED AS TO FORM

 Legal Department City of Columbia, SC
 08/23/2023

CITY OF COLUMBIA, SOUTH CAROLINA

By: _____

By: _____

Witness: _____

Title: City Manager

Date: _____

WATER SOLUTIONS/DIVISION OF AZURE WATER SERVICES

By: _____

By: _____

Witness: _____

Title: _____

Date: _____

Requisition # R223569JUSTIFICATION FOR
SOLE SOURCE PROCUREMENT

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

This Department proposes to procure for the Lake Murray Water Plant Division,
(1)
Purate (Sodium Chorate/Hydrogen Peroxide), required for production of chlorine dioxide.
(2)

as a sole source procurement from Water Solutions (div of Azure Water Services)
(3)

based upon the following justifications Our chlorine dioxide generators require that we only purchase Purate from Water
(4)

Solutions for the production of chlorine dioxide (which is an oxidant used in water treatment to kill pathogens in source water as it enters the plant), which is critical step in the pre-treatment process. The software used in the generators to control the chemical reactions between sulfuric acid & purate, is proprietary. We would have to change out the PLC and generating control software in each generator, which would be far too expensive. Without Purate, we cannot generate the chlorine dioxide we need for this system.

This sole source is valid through June 30, 2024

Amount \$ 300,000.00

Utilities

Department

W. Frank Edwards
Signature of Department Head

7/21/23

Date

Shannon Lizerstein
Signature of Purchasing Agent

8/16/2023

Date

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

Kristine Githara

8/18/2023

Signature of Finance Director

Date

[Signature]
Signature of Asst. City Manager

7/21/23

Date

Signature of City Manager

Date

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

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

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

From: [Bill Nearpass](#)
To: [Varn, Sidney F \(Trey\)](#)
Subject: [EXTERNAL] Re: 2023 Purate cchemical Price
Date: Tuesday, January 31, 2023 11:53:09 AM

Trey,

We finally received notice from the Purate manufacturer on the inflationary price increase for Purate chemical for 2023. Your delivered price for the Lake Murray Purate installation will be \$0.89/lb. This is a 5 cent increase or about 6%. For the Lake Murray site, and because of our annual price contract for Purate chemical, this price adjustment will take effect for Purate orders placed beginning July 1, 2023 and continuing through June 30, 2024.

Please let me know if you have any questions on this price adjustment. We sincerely appreciate your continued business and support.

Regards,

Bill Nearpass
Technical Consultant
Water Solutions/Div. of Azure Water Services
Ph: 404-915-3529
Email: billnearpass@gmail.com

NALCO

An Ecolab Company

1601 W. DIEHL ROAD
NAPERVILLE, IL 60563-1198Mr. Bill Nearpass
AZURE WATER SOLUTIONS

July 21, 2023

Ref: Distributor Territorial Exclusivity

Dear Bill,

I wish to extend my thanks to you and the Azure Water Solutions team for the strong performance put forth in 2022 & 2023 promoting and servicing our Purate™ customers in the SE US region. 2023 has brought a host of challenges with supply chain, transportation costs, and global political unrest to name a few that directly affect Nalco Water and the Purate™ production and deliveries.

Water Solutions has been a strong, long-term distributor partner promoting the Purate technology to municipal drinking water accounts for 20+ years. Nalco is pleased to extend the **Distributor and License Agreement** between Nalco Water and Azure Water Solutions, and give Azure Water Solutions territorial exclusivity for a sixteen (16) state region in the U.S., including South Carolina, North Carolina, Georgia, Virginia, and eastern TN to promote and sell PurateDW™, SVP-Pure™ Purate Chlorine Dioxide generators, and related spare parts for the municipal drinking water market. Nalco is very pleased with the growth, service support, and the professional customer support Water Solutions continues to exemplify in your exclusive territory.

I look forward to working with Azure Water Solutions throughout 2022 and beyond. Nalco Water and I appreciate all you do and recognize what a valuable service partnership we share with the proper and safe implementation of Purate equipment systems and chemicals to our important municipal drinking water clients.

Kind regards,

*Andy***Andy Deutscher**INDUSTRY TECHNICAL CONSULTANT, LIGHT F&B, MN & MUNI
DISTRIBUTOR MANAGER - PURATE TECHNOLOGIES**NALCO Water | An Ecolab Company** 4900 Ivey Road, BLDG 1000, Suite 1020, Acworth, GA 30101
M 470 233 3960 F 770 321 5847 E andy.deutscher@ecolab.com

SOLE SOURCE AGREEMENT GOODS and/or SERVICES AGREEMENT

THIS AGREEMENT, by and between the City of Columbia, South Carolina (hereinafter referred to as the "City" or "Buyer") **Kimley Horn and Associates Inc.** (hereinafter referred to as the "Seller"), for Seller to provide certain goods and or related services that justify a sole source procurement by the City pursuant to Section 1.16 of the City's Procurement Regulations, is made in consideration of the mutual covenants and promises contained herein, and consistent with the City's written justification for sole source procurement, attached as Exhibit A.

1. Scope and Schedule of Purchase. The Seller will provide the goods and/or services described in Exhibit B, attached hereto. The description of goods and/or services shall include, but not limited to, the unit cost, manufacturer or brand, and total cost. The Seller shall be responsible for obtaining any approvals, permits and/or licenses, including a City business license, as may be required of the Seller in performing the sale of goods and/or services under this AGREEMENT. The Seller shall be responsible for any costs relating to the same. The Seller shall complete all sales under this AGREEMENT within the timeframes set forth in Exhibit A.

2. Term and Option to Renew. The term of this AGREEMENT is effective as of the latter date of the execution of this AGREEMENT as shown by the signatures of the parties below; upon issuance of a Notice to Proceed; receipt of a valid Purchase Order from the City of Columbia; and approval by the City Council, if applicable and valid until June 30, 2024. An option to renew or continue purchasing goods and/or services for an additional one-year period may be authorized at the mutual pleasure and discretion of both parties. However, neither party shall be under any obligation to agree to an extension of the initial term or any additional term.

3. Supplemental or Additional Goods and/or Services. The Parties may agree that Seller provide Additional or Supplemental goods and/or services as authorized by a City purchase order. Seller must obtain written approval from the City for any Supplemental or Additional Goods and/or Services prior to the good and/or service being provided. If the Seller fails to obtain prior written approval to provide the Supplemental or Additional Goods and/or Services, the City is under no obligation to compensate the Seller for goods and/or services provided.

4. Additional Terms and Conditions. The following terms and conditions within the City's General Purchase Order Terms and Conditions, found at <https://procurement.columbiasc.gov/wp-content/uploads/2021/09/General-COC-Purchase-Order-Terms-Conditions.pdf>, or available upon request at the City of Columbia Procurement and Contracts Department, 1800 Main Street, Second Floor, Columbia, S.C., 803-545-3470, are incorporated by reference herein as part of this AGREEMENT: Assignment, Breach/Waiver; Choice of Law (Jan 2006); Contractor Personnel; Seller's Obligation – General; Delivery/Performance Location; Default; Drug Free Work Place Certification; Ethics; Facilities, Force Majeure; Indemnification (City of Columbia, SC); Inspection; Inspection, Acceptance & Title; Invoicing & Payment; Liability; Licenses; Permits and Taxes (City of Columbia, SC); Material and Workmanship; Manufacturer's Name & Approved Equivalents; Modification; Non-Discrimination in Contracting Policy; No Indemnity or Defense; Packing and Shipping; Payment & Interest; Patents & Royalties; Price Adjustments; Publicity; Sales and/or Use Tax; Service & Warranty; SC Illegal Immigration Reform Act (State Law); Severability; Successorship; State Law Applicable; Title and Risk of Loss; Whole Agreement; and Other Applicable Terms and Conditions. **By signing this agreement, Seller agrees that notwithstanding Seller's Standard or Specific Terms and Conditions providing otherwise, the City will NOT indemnify, pay attorney's fees or agree to choice of law provisions calling for suit outside the State of South Carolina.**

5. Subcontracting. Seller shall not subcontract the obligations under this AGREEMENT without prior written consent of the City. Seller shall be as fully responsible to the City for the acts and omissions of any of its subcontractors as it is for the acts and omissions of Seller's employees.

6. Compensation. The total compensation paid by the City to Seller under this AGREEMENT shall not exceed **One Hundred Fifty-Five Thousand Dollars and 00/100, (\$155,000.00)** unless authorized by the City under Section 2 of this AGREEMENT. The Seller shall submit an invoice for the sale of goods and/or services. Each invoice submitted must describe the items, show payment calculations and specify the person(s) rendering such service(s), if applicable. The invoice shall bear the signature of the Seller, which signature shall certify that the information contained in the invoice is true and accurate and that the invoice amount is currently due and owing. The City will not pay interest or penalty on any past due amount.

☐ Annual Cost Adjustment If, during the performance of this Contract, the cost of the services significantly increases, through no fault of the Seller, the Seller may request a price increase. If recommended by the project manager and approved by the Owner, the approved price increase will be effective upon the next renewal date of the Contract. As used herein, a significant cost increase shall mean an increase in the current Consumer Price Index (CPI) from either the date of this Contract or a previous Annual Cost Adjustment, whichever is later. The amount of the Annual Cost Adjustment shall be equal to the percentage increase in the (CPI), rounded to two decimal places, and shall be applied equally to the unit price of each item of work in the Schedule of Values, beginning with the first application for payment subsequent to the next annual renewal of the Contract. Final approval of price increase must be approved by the City Manager, City Council and/or an authorized designee.

☒ Annual Price Adjustment (Material Cost) If, during the performance of this contract, the cost of materials significantly increases, through no fault of the seller, the price of this contract shall be equitably adjusted by an amount reasonably necessary to cover any such significant increase in the cost of material(s). As used herein, a significant cost increase shall mean any increase in cost of materials exceeding 20% experienced by seller from the date of the contract signing. Such increase in material costs shall be documented through quotes, invoices, or receipts. Where the delivery of materials delayed, through no fault of the seller, as a result of the shortage or unavailability of the materials, seller shall not be liable for any additional costs or damages associated with such delay(s). Final approval of price increase must be approved by the City Manager, City Council and/or an authorized designee.

7. Ownership of Project Documents. All data, documents or other information of any description generated by or used by the Seller or any Subcontractor and related to the services required by this AGREEMENT shall be the property of the City and shall not be used by the Seller for any purpose whatsoever except to perform the services required by this AGREEMENT. All of the reports, information, data, records or documents of any kind, prepared or assembled by the Seller under this AGREEMENT are matters of public record, but that the Seller agrees that they shall only be made available to any individual or organization by the City and the Seller shall not make them available to any individual or organization without the prior written approval of the City.

8. Insurance. If determined by the City to be appropriate and necessary, the Seller shall procure and maintain during the life of this AGREEMENT such insurance as required by statute, ordinance, or this Agreement, to adequately protect the City from any claims or damages including bodily injury or death, which may arise from them during operations under this AGREEMENT. The following insurance, as indicated by the box or boxes checked by the City, is required to be procured by the Seller to adequately protect the City from any claims or damages including bodily injury or death which may arise during operations under this AGREEMENT, to be maintained during the entire term (including any renewals or Additional and Supplemental Services):

☐ WORKERS COMPENSATION INSURANCE: Workers Compensation Insurance for all employees to be engaged in work on the project under this Agreement, and in case any work is subcontracted, the Seller shall

require the subcontractor similarly to provide Worker Compensation Insurance for all of the employees to be engaged in such work unless such employees are covered by the protection afforded by the Seller's Worker Compensation Insurance. The Seller shall not permit any person who is not protected by Workers Compensation Insurance or a properly approved Self-Insured Workers Compensation Program to perform any activity related to this AGREEMENT.

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

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

☐ AUTOMOBILE LIABILITY INSURANCE: Five Hundred Thousand Dollars and No/100 (\$500,000.00) combined single limit per accident for bodily injury and property damage.

The Seller shall furnish the City with a certificate showing satisfactory proof of carriage of the insurance required hereunder and such insurance shall be approved by the City prior to the Seller and any subcontractor of the Seller providing any goods and/or services under this AGREEMENT and this insurance shall remain in effect throughout the term of this AGREEMENT, and any extensions of service. Insurance shall remain in effect for the duration of the project and for a period of one (1) year after completion.

9. Warranties. Seller must provide the manufacturer's standard written warranty upon delivery of goods and/or services. Seller warrants that manufacturer will honor the standard written warranty provided. All warranties provided within S.C. Code Ann. § 36-2-101 *et seq.* shall apply to the sale of goods and/or services set forth in this AGREEMENT.

10. Termination. This AGREEMENT shall terminate upon Seller's completion of the scope of goods and/or services and any City-authorized Additional or Supplemental Goods and/or Services. In the event that the sale of provided hereunder may extend beyond a single fiscal year of the City, and City funds are not budgeted and appropriated to pay for goods and/or services beyond a single fiscal year of the City, this AGREEMENT shall be terminated on or no later than June 30th of the fiscal year in which funds were budgeted and appropriated.

11. TERMINATION DUE TO UNAVAILABILITY OF FUNDS: Payment and performance obligations for succeeding fiscal periods shall be subject to the availability and appropriation of funds therefore. When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period, the contract shall be canceled. In the event of a cancellation pursuant to this paragraph, seller will be reimbursed the resulting unamortized, reasonably incurred, nonrecurring costs. Seller will not be reimbursed any costs amortized beyond the initial contract term.

Notwithstanding the foregoing, the City shall, at its sole option and discretion, have the right to terminate this AGREEMENT for any reason whatsoever.

12. Amendment. This AGREEMENT may not be amended except pursuant to a written instrument signed by both parties.

13. Entire Agreement. This AGREEMENT contains the entire understanding between the parties with respect to the subject matter herein. There are no representations, agreements, or understandings (whether oral or written) between or among the parties relating to the subject matter of this AGREEMENT which are not fully expressed herein.

14. No Third Party Beneficiaries. Nothing in this AGREEMENT shall be construed to give any rights or benefits to anyone other than the City and the Seller.

15. Independent Contractor. The Seller is an independent contractor and not an employee nor agent of the City. Nothing in this AGREEMENT will be construed as creating a joint venture, partnership or employment relationship between the Parties, nor will either Party have the right, power or authority to create any obligation or duty, express or implied, on behalf of the other. All Seller employees whom Seller has employed to fulfill its obligations under this AGREEMENT will at all times be considered employees of Seller.

16. Dispute Resolution. In the event there are any disagreements between the City and the Seller with regard to any of the requirements, specifications or interpretation of this AGREEMENT, the Seller agrees to defer to the reasonable interpretations of the City as, from time to time, may be made by the City. Ambiguities in the terms of this AGREEMENT, if any, shall not be construed against the City.

17. Conflict of Terms. In the event any terms or conditions within this AGREEMENT conflicts with one another, the terms or conditions that are the most favorable to the City, as determined by the City, shall prevail.

In witness whereof, and in order to bind themselves legally to the terms and conditions of this AGREEMENT, the duly authorized representatives of the parties have executed this AGREEMENT.

CITY OF COLUMBIA, SOUTH CAROLINA

By: _____

By: _____

Witness: _____

Title: City Manager

Date: _____

Kimley Horn and Associates Inc.

By: _____

By: _____

Witness: _____

Title: _____

Date: _____

Exhibit B



May 23, 2023

Stacey Dixon
Support Services Administrator
City of Columbia, General Services Department
1924 Calhoun Street
Columbia, SC 29201

Re: **Professional Consulting Services**
Parking Facilities Condition Assessments

Dear Mr. Dixon:

Kimley-Horn and Associates, Inc. ("Kimley-Horn" or "Consultant") is pleased to submit this letter agreement (the "Agreement") to the City of Columbia ("Client") for professional consulting services to perform condition assessments on eight (8) existing City-owned parking garages. Our project understanding, scope of services, fees, and additional services are outlined below.

Project Understanding

The Client currently owns, operates, and maintains several parking garages throughout the City of Columbia that provide parking for both public and private users to the community. A summary of the garages to be included in this scope of services, and their locations, are noted below.

	Garage	Location
1.	Arsenal Hill	1812 Lincoln Street
2.	Lady Street	1100 Lady Street
3.	Washington Street	1100 Washington Street
4.	Sumter Street	1400 Sumter Street
5.	Taylor Street	1600 Assembly Street
6.	Park Street	1007 Park Street
7.	Lincoln Street	820 Washington Street
8.	PJ Cannon	1227 Taylor Street

The Client has requested that Kimley-Horn perform condition assessments of the facilities listed above. The purpose of our site assessments will be to identify structural, waterproofing, architectural, and mechanical / electrical / plumbing / fire protection (MEPF) conditions which require maintenance or restoration beyond routine upkeep.

Kimley-Horn will review existing conditions to prepare condition assessment reports that provide the Client with an overview of existing conditions, assessment of repair priorities for the next 5 fiscal years, estimated budgetary repair quantities, and order of magnitude budgetary costs for design and construction of these recommendations.

Materials Testing is not included in this scope but may be a recommendation that results from the assessments performed. In addition, development of construction documents, bid phase, and

construction phase services are not included in this scope as they are intended to be included in subsequent phases based on the recommendations resulting from the condition assessment tasks.

Note that there is an in-process project with the City of Columbia where Kimley-Horn is preparing Construction Documents for repair of select structural and life safety items for garages identified as 1-5 in the previous table. These repair items were identified during a previous assessment, also performed by Kimley-Horn, and selected for repair by the City of Columbia based on available budget dollars for construction. The scope of work for this proposal will exclude the items in the in-process repair project by not including them in the site assessment, recommendations, and reporting.

Due to the everchanging circumstances surrounding the COVID-19 Virus, situations may arise during the performance of this Agreement that affect availability of resources and staff of Kimley-Horn, the client, other consultants, and public agencies. There could be changes in anticipated delivery times, jurisdictional approvals, and project costs. Kimley-Horn will exercise reasonable efforts to overcome the challenges presented by current circumstances, but Kimley-Horn will not be liable to the Client for any delays, expenses, losses, or damages of any kind arising out of the impact of the COVID-19 Virus.

Task 1 – Project Management and Meetings

- 1.1 Project Management: This task consists of the time required to administer the project involving contracting, internal coordination, coordination with the Client, supervision and general quality control, and project management responsibilities.
- 1.2 Develop and maintain a project schedule that considers downtown and special events.
- 1.3 Submit a Request for Information (RFI) to obtain documentation and information about the parking facilities. Information requested will generally include:
 - a. Previous condition assessment reports and repair construction documents.
 - b. Available construction record drawings, specifications, and geotechnical reports.
 - c. Obtain current maintenance procedures and documentation.
- 1.4 Conduct one (1) project kick-off/coordination meeting to review program goals and to review available information about the parking facilities. Items to be discussed will include:
 - a. Review of RFI documentation
 - b. Schedule
 - c. Review known deficiencies / concerns
 - d. Review repairs and restoration within the last 2 years
 - e. Review current budgets allotted to parking facility maintenance and repairs
- 1.5 Conduct one (1) meeting following completion of field observations. The intent of this meeting will be to review key findings and to communicate any immediate structural or life safety issues that the Client may need to address.

- 1.6 Conduct one (1) meeting following submission of the 90% draft condition assessment report deliverable. The intent of this meeting will be to review Client comments and suggestions regarding the deliverables.

Task 2 - Condition Assessment Field Observations

- 2.1 Review construction drawings, provided by the Client, and any previous reports of each parking garage as baseline information prior to performing the site visits. This does not include verifying as-built conditions, such as column grids, dimensions, etc.
- 2.2 Parking Garage Assessments: The parking garage assessments consist of a limited, visual, non-destructive, walk-through site visit to observe readily accessible, existing conditions. These conditions will be documented with representative photographs and field notes utilizing construction documents provided by the Client. The intent of the site visits is to review the general parking structure conditions and to note specific items in need of repair or upgrade. The following will be performed as part of this walk-through:
 - a. Meet with Client representatives that are familiar with the structure to solicit input during the first part of the walk-through on known maintenance issues or concerns.
 - b. Document any readily observable conditions which might represent potential safety issues, particularly in pedestrian areas and along heavily travelled vehicular pathways.
 - c. Document readily accessible structural elements such as slabs (structural and topping slabs), beams, columns, walls, ramps, precast members, structural steel, connections, welds, and bearing pads recommended for repair.
 - d. Perform a limited chain drag survey of select areas of the slab to test for concealed reinforcement corrosion as evidenced by the hollow sound indicative of concrete delamination. Areas to be tested will be identified in the field based on observations at the time of the walk-through assessment. This will not be performed over the entirety of the structures.
 - e. Perform limited hammer sounding on other areas such as walls, curbs, and parapets to test for evidence of concealed reinforcement corrosion as evidenced by the hollow sound indicative of concrete delamination. This will not be performed over the entirety of the structures.
 - f. Observe and note identified locations of exposed reinforcing steel corrosion or significant section loss and provide recommendations and cost estimates for further testing, if required.
 - g. Document observed locations of expansion joints, joint sealants, traffic coatings, and waterproofing recommended for repair.
 - h. Observe and note indications of ponding water.
 - i. Observe and note the condition of vehicular barrier restraints such as barrier cables, parapets, and bollards.
 - j. Operate gates, doors, and check the condition of any fixtures to document conditions which might represent a potential safety issue.
 - k. Document readily accessible architectural elements such as façade, parapets, stairwells, elevators, striping, signage, gates, and finishes associated with the parking floors recommended for repair.
 - l. Document condition of readily accessible MEP/FP systems. The systems included in our scope are as follows: drainage piping, domestic water piping, fire protection systems, any HVAC systems for the garages or their utility spaces, electrical

equipment, conduits, and a cursory review of elevators. This proposal includes a basic condition assessment of the existing facilities, with prioritized recommendations regarding systems repair/replacement.

Task 3 – Condition Assessment Reports

Based on information obtained during Tasks 1 and 2, Kimley-Horn will prepare a Condition Assessment Report for each facility. The documents will generally summarize current facility conditions, field observations, prioritized recommendations, and an opinion of probable construction cost estimate for repair/replacement recommendations. As part of this task, our team will complete the following:

- 3.1 Parking Garage Condition Assessment Report: A condition assessment report will be prepared for each parking garage. It will describe the observed conditions of each facility and include recommendations for addressing identified deficiencies. These findings and recommendations will be based on our Task 2 field reconnaissance. The following will be included in the report:
 - a. Executive summary.
 - b. Brief description of the parking garage, scope of work for this assessment, and a limited summary of documented previous repairs.
 - c. General ratings (e.g. good, fair, poor) of each observed structural, architectural, mechanical, electrical, fire protection, plumbing, and operational elements.
 - d. Key findings outlining identified deficiencies.
 - e. Prioritized recommendations for actions to address deficiencies, if necessary, over the next 5 fiscal years.
 - f. Recommendations for field or laboratory testing will be listed including the criteria to determine if and where more extensive review and testing are required.
 - g. Budgetary opinion of probable construction cost including associated unit costs for each recommended repair/replacement item or other action based on similar repairs from recent projects within this region. Repair quantities will be based on limited observations as part of this scope. Recently observed unit costs or those provided in RS Means will be provided for each repair item to assist in establishing an overall repair program budget.
 - *The Consultant has no control over the cost of labor, materials, equipment, or over the Contractor's methods of determining prices or over competitive bidding or market conditions. Opinions of probable costs provided herein are based on the information known to Consultant at this time and represent only the Consultant's judgment as a design professional familiar with the construction industry. The Consultant cannot and does not guarantee that proposals, bids, or actual construction costs will not vary from its opinions of probable costs.*
 - h. Representative photographs that depict typical deficiencies observed.
 - i. Field notes of observed damaged structural, architectural, mechanical, electrical, plumbing, and fire protection elements.
- 3.2 Based upon the cumulative information gathered and included in the parking facility assessment documents outlined above, develop a 5-year prioritized budget plan for all parking facilities included in this project.
- 3.3 90% Draft Submittal and Meeting: Kimley-Horn will submit a draft 90% electronic PDF document, as identified above, to the Client for review and comment. Kimley-Horn

representatives will participate in a meeting to review the reports and discuss identified repair priorities, budgets, and recommendations.

- 3.4 100% Final Report: Following the receipt of review comments from the Client, Kimley-Horn will address those comments and prepare 100% Final Reports for each facility. Deliverables of this task include one (1) 8½"x11" and/or 11"x17" electronic PDF report for each of the garages. Hardcopies will not be provided.

Services Not Included

Any other services, including but not limited to the following, are not included in this Agreement:

1. Architectural Design Services
2. Surveying Services
3. Geotechnical Investigation and Recommendations
4. Security Design Services

Additional Services

Any services not specifically provided for in the above scope would be added by Amendment to the design contract. Additional services we can provide include, but are not limited to, the following:

1. Additional meetings, stakeholder engagement, or site visits beyond those specifically noted in the Scope of Services.
2. Repair design and plan production.
3. Bid Phase or Construction Phase Services.
4. Condition assessment of elevators with each parking garage.
5. Detailed accessibility assessments

Information Provided by Client

We shall be entitled to rely on the completeness and accuracy of all information provided by the Client or the Client's consultants or representatives. The Client shall provide all information requested by Kimley-Horn during the project, including but not limited to the following:

1. Client budget and schedule allotted for repairs.
2. Original construction documents for each facility.
3. Previous condition assessment reports for each facility.
4. Previous repairs or maintenance records performed at each facility.
5. Access to the parking facilities.

Schedule

We will provide our services as expeditiously as practicable with the goal of meeting a mutually agreeable schedule.

Fee and Expenses

Lump Sum Tasks:

Kimley-Horn will perform the services in Tasks 1 – 3 for the total lump sum fee of \$155,000. All permitting, application, and similar project fees will be paid directly by the Client.

Lump sum fees will be invoiced monthly based upon the overall percentage of services performed. Payment will be due within 25 days of your receipt of the invoice and should include the invoice number and Kimley-Horn project number.

Closure

In addition to the matters set forth herein, our Agreement shall include and be subject to, and only to, the attached Standard Provisions, which are incorporated by reference. As used in the Standard Provisions, "Consultant" shall refer to Kimley-Horn and Associates, Inc., and "Client" shall refer to the City of Columbia.

Kimley-Horn, in an effort to expedite invoices and reduce paper waste, submits invoices via email in an Adobe PDF format. We can also provide a paper copy via regular mail if requested. Please include the invoice number and Kimley-Horn project number with all payments. Please provide the following information:

_____ Please email all invoices to _____

_____ Please copy _____

If you concur in all the foregoing and wish to direct us to proceed with the services, please have authorized persons execute both copies of this Agreement in the spaces provided below, retain one copy, and return the other to us. We will commence services only after we have received a fully-executed agreement. Fees and times stated in this Agreement are valid for sixty (60) days after the date of this letter.

To ensure proper set up of your projects so that we can get started, please complete and return with the signed copy of this Agreement the attached Request for Information. Failure to supply this information could result in delay in starting work on your project.



We appreciate the opportunity to provide these services to you. Please contact me if you have any questions.

Sincerely,

KIMLEY-HORN AND ASSOCIATES, INC.

By: Chris Iser, P.E.
Assistant Secretary

City of Columbia
A Municipality

(Date)

(Print or Type Name and Title)

(Email Address)

_____, Witness

(Print or Type Name)

Official Seal:

Client's Federal Tax ID: _____

Client's Business License No.: _____

Client's Street Address: _____

Attachment – Request for Information

Attachment – Standard Provisions

Request for Information

Please return this information with your signed contract; failure to provide this information could result in delay in starting your project

Client Identification

Full, Legal Name of Client						
Mailing Address for Invoices						
Contact for Billing Inquiries						
Contact's Phone and e-mail						
Client is (check one)	Owner	☐	Agent for Owner	☐	Unrelated to Owner	☐

Property Identification

	Parcel 1	Parcel 2	Parcel 3	Parcel 4
Street Address				
County in which Property is Located				
Tax Assessor's Number(s)				

Property Owner Identification

	Owner 1	Owner 2	Owner 3	Owner 4
Owner(s) Name				
Owner(s) Mailing Address				
Owner's Phone No.				
Owner of Which Parcel #?				

Project Funding Identification – List Funding Sources for the Project

Attach additional sheets if there are more than 4 parcels or more than 4 owners

KIMLEY-HORN AND ASSOCIATES, INC.
STANDARD PROVISIONS

- 1) **Kimley-Horn's Scope of Services and Additional Services.** Kimley-Horn will perform only the services specifically described in this Agreement. If requested by the Client and agreed to by Kimley-Horn, Kimley-Horn will perform Additional Services, which shall be governed by these provisions. Unless otherwise agreed to in writing, the Client shall pay Kimley-Horn for any Additional Services an amount based upon Kimley-Horn's then-current hourly rates plus an amount to cover certain direct expenses including telecommunications, in-house reproduction, postage, supplies, project related computer time, and local mileage. Other direct expenses will be billed at 1.15 times cost.
- 2) **Client's Responsibilities.** In addition to other responsibilities herein or imposed by law, the Client shall:
 - a. Designate in writing a person to act as its representative, such person having complete authority to transmit instructions, receive information, and make or interpret the Client's decisions.
 - b. Provide all information and criteria as to the Client's requirements, objectives, and expectations for the project and all standards of development, design, or construction.
 - c. Provide Kimley-Horn all available studies, plans, or other documents pertaining to the project, such as surveys, engineering data, environmental information, etc., all of which Kimley-Horn may rely upon.
 - d. Arrange for access to the site and other property as required for Kimley-Horn to provide its services.
 - e. Review all documents or reports presented by Kimley-Horn and communicate decisions pertaining thereto within a reasonable time so as not to delay Kimley-Horn.
 - f. Furnish approvals and permits from governmental authorities having jurisdiction over the project and approvals and consents from other parties as may be necessary.
 - g. Obtain any independent accounting, legal, insurance, cost estimating, and feasibility services required by Client.
 - h. Give prompt written notice to Kimley-Horn whenever the Client becomes aware of any development that affects Kimley-Horn's services or any defect or noncompliance in any aspect of the project.
- 3) **Period of Services.** Unless otherwise stated herein, Kimley-Horn will begin work after receipt of a properly executed copy of this Agreement. This Agreement assumes conditions permitting continuous and orderly progress through completion of the services. Times for performance shall be extended as necessary for delays or suspensions due to circumstances that Kimley-Horn does not control. If such delay or suspension extends for more than six months, Kimley-Horn's compensation shall be renegotiated.
- 4) **Method of Payment.** Client shall pay Kimley-Horn as follows:
 - a. Invoices will be submitted periodically for services performed and expenses incurred. Payment of each invoice will be due within 25 days of receipt. The Client shall also pay any applicable sales tax. All retainers will be held by Kimley-Horn and applied against the final invoice. Interest will be added to accounts not paid within 25 days at the maximum rate allowed by law. If the Client fails to make any payment due under this or any other agreement within 30 days after Kimley-Horn's transmittal of its invoice, Kimley-Horn may, after giving notice to the Client, suspend services and withhold deliverables until all amounts due are paid.
 - b. If the Client relies on payment or proceeds from a third party to pay Kimley-Horn and Client does not pay Kimley-Horn's invoice within 60 days of receipt, Kimley-Horn may communicate directly with such third party to secure payment.
 - c. If the Client objects to an invoice, it must advise Kimley-Horn in writing giving its reasons within 14 days of receipt of the invoice or the Client's objections will be waived, and the invoice shall conclusively be deemed due and owing. If the Client objects to only a portion of the invoice, payment for all other portions remains due.
 - d. If Kimley-Horn initiates legal proceedings to collect payment, it may recover, in addition to all amounts due, its reasonable attorneys' fees, reasonable experts' fees, and other expenses related to the proceedings. Such expenses shall include the cost, at Kimley-Horn's normal hourly billing rates, of the time devoted to such proceedings by its employees.
 - e. The Client agrees that the payment to Kimley-Horn is not subject to any contingency or condition. Kimley-Horn may negotiate payment of any check tendered by the Client, even if the words "in full satisfaction" or words intended to have similar effect appear on the check without such negotiation being an accord and satisfaction of any disputed debt and without prejudicing any right of Kimley-Horn to collect additional amounts from the Client.
- 5) **Use of Documents.** All documents and data prepared by Kimley-Horn are related exclusively to the services described in this Agreement and may be used only if the Client has satisfied all of its obligations under this Agreement. They are not intended or represented to be suitable for use or reuse by the Client or others on extensions of this project or on any other project. Any modifications by the Client to any of Kimley-Horn's documents, or any reuse of the documents without written authorization by Kimley-Horn will be at the Client's sole risk and without liability to Kimley-Horn, and the Client shall indemnify, defend and hold Kimley-Horn harmless from all claims, damages, losses and expenses, including but not limited to attorneys' fees, resulting therefrom. Kimley-Horn's electronic files and source code remain the property of Kimley-Horn and shall be provided to the

Client only if expressly provided for in this Agreement. Any electronic files not containing an electronic seal are provided only for the convenience of the Client and use of them is at the Client's sole risk. In the case of any defects in the electronic files or any discrepancies between them and the hardcopy of the documents prepared by Kimley-Horn, the hardcopy shall govern.

- 6) **Intellectual Property.** Kimley-Horn may use or develop its proprietary software, patents, copyrights, trademarks, trade secrets, and other intellectual property owned by Kimley-Horn or its affiliates ("Intellectual Property") in the performance of this Agreement. Unless explicitly agreed to in writing by both parties to the contrary, Kimley-Horn maintains all interest in and ownership of its Intellectual Property and conveys no interest, ownership, license to use, or any other rights in the Intellectual Property to Client. Any enhancements of Intellectual Property made during the performance of this Agreement are solely owned by Kimley-Horn and its affiliates. If Kimley-Horn's services include providing Client with access to or a license for Kimley-Horn's (or its affiliates') proprietary software or technology, Client agrees to the terms of the Software License Agreement set forth at <https://www.kimley-horn.com/khts-software-license-agreement> ("the License Agreement") which terms are incorporated herein by reference.
- 7) **Opinions of Cost.** Because Kimley-Horn does not control the cost of labor, materials, equipment or services furnished by others, methods of determining prices, or competitive bidding or market conditions, any opinions rendered as to costs, including but not limited to the costs of construction and materials, are made solely based on its judgment as a professional familiar with the industry. Kimley-Horn cannot and does not guarantee that proposals, bids or actual costs will not vary from its opinions of cost. If the Client wishes greater assurance as to the amount of any cost, it shall employ an independent cost estimator. Kimley-Horn's services required to bring costs within any limitation established by the Client will be paid for as Additional Services.
- 8) **Termination.** The obligation to provide further services under this Agreement may be terminated by either party upon seven days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof, or upon thirty days' written notice for the convenience of the terminating party. Kimley-Horn shall be paid for all services rendered and expenses incurred to the effective date of termination, and other reasonable expenses incurred by Kimley-Horn as a result of such termination.
- 9) **Standard of Care.** The standard of care applicable to Kimley-Horn's services will be the degree of care and skill ordinarily exercised by consultants performing the same or similar services in the same locality at the time the services are provided. No warranty, express or implied, is made or intended by Kimley-Horn's performance of services, and it is agreed that Kimley-Horn is not a fiduciary with respect to the Client.
- 10) **LIMITATION OF LIABILITY.** In recognition of the relative risks and benefits of the Project to the Client and Kimley-Horn, the risks are allocated such that, to the fullest extent allowed by law, and notwithstanding any other provisions of this Agreement or the existence of applicable insurance coverage, that the total liability, in the aggregate, of Kimley-Horn and Kimley-Horn's officers, directors, employees, agents, and subconsultants to the Client or to anyone claiming by, through or under the Client, for any and all claims, losses, costs or damages whatsoever arising out of or in any way related to the services under this Agreement from any causes, including but not limited to, the negligence, professional errors or omissions, strict liability or breach of contract or any warranty, express or implied, of Kimley-Horn or Kimley-Horn's officers, directors, employees, agents, and subconsultants, shall not exceed twice the total compensation received by Kimley-Horn under this Agreement or \$50,000, whichever is greater. Higher limits of liability may be negotiated for additional fee. This Section is intended solely to limit the remedies available to the Client or those claiming by or through the Client, and nothing in this Section shall require the Client to indemnify Kimley-Horn.
- 11) **Mutual Waiver of Consequential Damages.** In no event shall either party be liable to the other for any consequential, incidental, punitive, or indirect damages including but not limited to loss of income or loss of profits.
- 12) **Construction Costs.** Under no circumstances shall Kimley-Horn be liable for extra costs or other consequences due to unknown conditions or related to the failure of contractors to perform work in accordance with the plans and specifications. Kimley-Horn shall have no liability whatsoever for any costs arising out of the Client's decision to obtain bids or proceed with construction before Kimley-Horn has issued final, fully approved plans and specifications. The Client acknowledges that all preliminary plans are subject to substantial revision until plans are fully approved and all permits obtained.
- 13) **Certifications.** All requests for Kimley-Horn to execute certificates, lender consents, or other third-party reliance letters must be submitted to Kimley-Horn at least 14 days prior to the requested date of execution. Kimley-Horn shall not be required to execute certificates, consents, or third-party reliance letters that are inaccurate, that relate

to facts of which Kimley-Horn does not have actual knowledge, or that would cause Kimley-Horn to violate applicable rules of professional responsibility.

- 14) **Dispute Resolution.** All claims arising out of this Agreement or its breach shall be submitted first to mediation in accordance with the American Arbitration Association as a condition precedent to litigation. Any mediation or civil action by Client must be commenced within one year of the accrual of the cause of action asserted but in no event later than allowed by applicable statutes.
- 15) **Hazardous Substances and Conditions.** Kimley-Horn shall not be a custodian, transporter, handler, arranger, contractor, or remediator with respect to hazardous substances and conditions. Kimley-Horn's services will be limited to analysis, recommendations, and reporting, including, when agreed to, plans and specifications for isolation, removal, or remediation. Kimley-Horn will notify the Client of unanticipated hazardous substances or conditions of which Kimley-Horn actually becomes aware. Kimley-Horn may stop affected portions of its services until the hazardous substance or condition is eliminated.
- 16) **Construction Phase Services.**
 - a. If Kimley-Horn prepares construction documents and Kimley-Horn is not retained to make periodic site visits, the Client assumes all responsibility for interpretation of the documents and for construction observation, and the Client waives any claims against Kimley-Horn in any way connected thereto.
 - b. Kimley-Horn shall have no responsibility for any contractor's means, methods, techniques, equipment choice and usage, sequence, schedule, safety programs, or safety practices, nor shall Kimley-Horn have any authority or responsibility to stop or direct the work of any contractor. Kimley-Horn's visits will be for the purpose of endeavoring to provide the Client a greater degree of confidence that the completed work of its contractors will generally conform to the construction documents prepared by Kimley-Horn. Kimley-Horn neither guarantees the performance of contractors, nor assumes responsibility for any contractor's failure to perform its work in accordance with the contract documents.
 - c. Kimley-Horn is not responsible for any duties assigned to it in the construction contract that are not expressly provided for in this Agreement. The Client agrees that each contract with any contractor shall state that the contractor shall be solely responsible for job site safety and its means and methods; that the contractor shall indemnify the Client and Kimley-Horn for all claims and liability arising out of job site accidents; and that the Client and Kimley-Horn shall be made additional insureds under the contractor's general liability insurance policy.
- 17) **No Third-Party Beneficiaries; Assignment and Subcontracting.** This Agreement gives no rights or benefits to anyone other than the Client and Kimley-Horn, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole benefit of the Client and Kimley-Horn. The Client shall not assign or transfer any rights under or interest in this Agreement, or any claim arising out of the performance of services by Kimley-Horn, without the written consent of Kimley-Horn. Kimley-Horn reserves the right to augment its staff with subconsultants as it deems appropriate due to project logistics, schedules, or market conditions. If Kimley-Horn exercises this right, Kimley-Horn will maintain the agreed-upon billing rates for services identified in the contract, regardless of whether the services are provided by in-house employees, contract employees, or independent subconsultants.
- 18) **Confidentiality.** The Client consents to the use and dissemination by Kimley-Horn of photographs of the project and to the use by Kimley-Horn of facts, data and information obtained by Kimley-Horn in the performance of its services. If, however, any facts, data or information are specifically identified in writing by the Client as confidential, Kimley-Horn shall use reasonable care to maintain the confidentiality of that material.
- 19) **Miscellaneous Provisions.** This Agreement is to be governed by the law of the State where the Project is located. This Agreement contains the entire and fully integrated agreement between the parties and supersedes all prior and contemporaneous negotiations, representations, agreements, or understandings, whether written or oral. Except as provided in Section 1, this Agreement can be supplemented or amended only by a written document executed by both parties. Any conflicting or additional terms on any purchase order issued by the Client shall be void and are hereby expressly rejected by Kimley-Horn. If Client requires Kimley-Horn to register with or use an online vendor portal for payment or any other purpose, any terms included in the registration or use of the online vendor portal that are inconsistent or in addition to these terms shall be void and shall have no effect on Kimley-Horn or this Agreement. Any provision in this Agreement that is unenforceable shall be ineffective to the extent of such unenforceability without invalidating the remaining provisions. The non-enforcement of any provision by either party shall not constitute a waiver of that provision nor shall it affect the enforceability of that provision or of the remainder of this Agreement.



We Are Columbia

MEETING DATE: September 5, 2023

DEPARTMENT: Legal Department

FROM: *Teresa Knox, City Attorney*

SUBJECT: 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.

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

FOCUS AREAS: Planning Together

ATTACHMENTS:

- **#a:** 20230808_MEMORANDUM OF UNDERSTANDING (PDF)

MEMORANDUM OF UNDERSTANDING

PARTIES: This agreement sets forth the understanding between the City of Columbia (“City”) and the Fifth Circuit Public Defender (“Public Defender”) regarding representation of indigent defendants in the Municipal Court for the City of Columbia.

BACKGROUND: The parties understand the constitutionally mandated requirement that persons who face the possibility of incarceration if convicted of a crime in Municipal Court, and who are unable to afford to hire an attorney, are entitled to the appointment of counsel.

The parties understand that Proviso 61.12 of the 2020 – 2021 Appropriations Act for the State of South Carolina requires:

61.12. (INDEF: Optional Courts and Indigent Representation) If a municipality has or elects to have an optional municipal court system, it must provide adequate funds for representation of indigents. No public defender shall be appointed in any such court unless the municipality and the office of the circuit public defender have reached an agreement for indigent representation and no funds allocated to the commission shall be used to provide compensation for appointed counsel in municipal courts.

PURPOSE: The City desires to have the Public Defender provide the representation referenced in Proviso 61.12. Public Defender desires to undertake providing this representation.

COMPENSATION: The City agrees that it will pay the Public Defender the sum of \$225,000.00 per fiscal year (July 1 to June 30), payable, upon receipt of a bill for these services from the Public Defender, in equal quarterly installments of \$56,250.00 due on the first of the month in January, April, July, and October. The first such payment per this Memorandum will be due July 1, 2023, and subsequent payments will be due October 1, 2023, January 1, 2024, and April 1, 2024.

SERVICES: The Public Defender agrees that it will provide three (3) attorneys to represent individuals charged with summary court offenses in the Municipal Court of the City. The Public Defender shall have full discretion in making hiring decisions for these positions. These attorneys will have no other duty than representing individuals in the Municipal Court of the City. Appointment must still be accomplished only after indigence screening and approval pursuant to the provisions of Rule 602, SCACR. Should a conflict arise in the representation of a client, the Public Defender is responsible for obtaining substitute counsel.

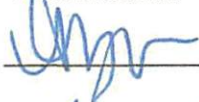
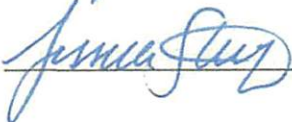
RENEWAL: To remain in effect this agreement must be renewed by the parties annually. Renewal must be accomplished by May 1st each year so that the parties may make other arrangements for services and personnel in time for the new fiscal year which begins July 1st.

TERMINATION: This agreement will terminate if it is not renewed by the last date of the term of the agreement. Additionally, either party may terminate this agreement by providing 90 days written notice of termination to the other party.

DUTIES UPON TERMINATION: The parties understand that upon termination of this agreement, City will be solely responsible for providing Indigent Defense services for summary court offenses in the Municipal Court of the City per the terms of Proviso 61.12. The parties further understand that upon termination of this agreement Public Defender will be responsible for continuing representation through the conclusion of the matter on all cases to which it was appointed prior to the termination of this agreement.

SCOPE OF AGREEMENT: This document represents the entire agreement between the parties. It may be amended by subsequent written agreement between the parties.

WITNESSES:


 E. Fielding Pringle
 Circuit Public Defender
 Fifth Judicial Circuit
 Date: 4/21/23





 Teresa B. Wilson
 City Manager
 City of Columbia
 Date: 8/8/2023

APPROVED AS TO FORM

T. A. Knox

Legal Department City of Columbia, SC

04/21/2023



We Are Columbia

MEETING DATE: September 5, 2023

DEPARTMENT: Procurement and Contracts

FROM: *Shannon Lizewski, Director*

SUBJECT: 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.

REQUISITION NO.: R220726

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

CLEAN WATER 2020?: No

There were two (2) responses to RFP012-22-23-KDD Entrance and Wayfinding Sign Design.

ATTACHMENTS:

- **#a:** APPROVED.Agreement.RiteLiteSigns.RFP012-22-23-KDD (PDF)



AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement awarded under procurement method RFP012-22-23-KDD Entrance and Wayfinding Sign Design

1. **PURPOSE** – This Agreement is entered into as of the date of the last signature affixed hereto, by and between the City of Columbia, South Carolina (hereinafter referred to as the “City”) and Rite Lite Signs, Inc., (hereinafter referred to as the “Contractor”), to provide entrance and wayfinding sign design, fabrication, and installation for the City of Columbia, SC.

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

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

The Contractor must obtain written approval from the City for any supplemental or additional services prior to the work being performed. If the Contractor fails to obtain prior written approval to perform the work, the City is under no obligation to compensate the Contractor for services performed.

4. **TERM OF AGREEMENT** – The term of the Agreement is the date of the execution of a *Notice to Proceed* and a *valid Purchase Order from the City of Columbia* for an initial

term of three (3) years, with the option to renew or continue with work for two (2) additional one (1) year periods at the mutual pleasure of both parties.

The decision whether to extend the Agreement, upon written request, shall be the sole and exclusive discretion of the City and neither party shall be under any obligation to agree to an extension of the initial term or any additional term. The decision to extend the initial term and any subsequent extension periods may be determined no later than 90 days prior to the end date of each period.

5. **SCHEDULE FOR COMPLETION OF SERVICES** – The Contractor shall complete any and all services performed under this Agreement within the timeframes as outlined in Exhibit B, attached hereto.
6. **COMPENSATION** – (See Exhibit C)
 - A. The total compensation to be paid by the City to the Contractor under this Agreement shall not exceed Four Hundred Ninety-Nine Thousand, Five Hundred Dollars and No/100 (\$499,500.00).
 - B. The Contractor shall submit invoices no more frequently than monthly for services rendered during each phase of the Project. Each invoice submitted must describe the services for which payment is requested, show payment calculations and specify the person(s) rendering such service(s). Contractor must invoice monthly regardless of work being completed during that period. If no work is completed, a zero balance invoice should be submitted. **Each invoice must also clearly identify any portion of the fee invoiced for subcontracted services, including any such services that are specified in the Summary of Proposed Subconsultants shown on Exhibit D hereto.** Each invoice shall bear the signature of the Contractor, whose signature shall certify that the information contained in the invoice is true and accurate and that the invoice amount is currently due and owing. The City will not pay interest or penalty on any past due amount.

C. Invoicing Procedure

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

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

1. The Contractor is required to pay all Subconsultants and material suppliers for all work that the Subconsultant has satisfactorily completed, no later than twenty (20) calendar days after the Contractor has received payment from the City.
2. In addition, all retainage amounts received from the City by the Contractor must be paid by the Contractor to the Subconsultant no later than fourteen (14) calendar days after the Subconsultant has, in the opinion of the City, or designee, satisfactorily completed its portion of the Work.
3. A delay in or postponement of payment to the Subconsultant or material supplier requires good cause and prior written approval of the City or designee.
4. The Contractor is required to include, in each Subcontract, a clause requiring the use of appropriate arbitration mechanisms or other method to resolve all payment disputes.
5. The City will not pay the Contractor for subsequent work performed unless and until the Contractor ensures that the Subconsultants have been promptly paid for the work they have performed under all previous payment requests, as evidenced by the filing of City lien waivers, canceled checks (if requested), and the Contractors sworn statement that it has complied with the prompt payment requirements. The Contractor

must submit a Prompt Payment Affidavit, Subconsultant list that identifies each Subconsultant (both Disadvantaged Business Enterprises (DBEs) and non-DBEs) including Subcontract values and the date and amount of the last payment to such Subconsultant(s). That documentation must be provided with every payment request submitted to the City, except for the first payment request.

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

E. Affirmative Action Procurement and Contracting Goals:

It is the goal of the City of Columbia, SC to maximize opportunities for historically Disadvantaged Business Enterprises (DBEs) including, but not limited to, Small Business Enterprises (SBEs), Minority Business Enterprises (MBEs), and Women-Owned Business Enterprises (WBEs). The City has implemented an overall citywide 15% goal to encourage socially and economically disadvantaged business participation. This goal extends to bidders, contractors, Subconsultants and suppliers on its procurement and contracting offerings.

Additional information on the City's affirmative action goals and objectives may be obtained by contacting the following office: City of Columbia Office of Business Opportunities, 1401 Main Street, 4th Floor, Columbia, SC 29201, (803) 545-3950.

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

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

F. Subcontracting Goals

Under this Agreement, the subcontracting goals are as follows:

SB Goals	<u>N/A</u>	%
MBE	<u>N/A</u>	%
WBE	<u>N/A</u>	%
LSA	<u>N/A</u>	%

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

7. **MENTOR-PROTÉGÉ PROGRAM** (<http://www.columbiasc.net/business-outreach/>)

Non-applicable – The City of Columbia encourages, where economically feasible, establishment of mentor-protégé relationships to ensure contracting opportunities for all businesses, including minority / women / small business enterprises. The Mentor-Protégé Program (MPP) helps develop private sector business relationships and enhances the contracting capabilities of minority-owned business enterprises (MBE), women-owned business enterprises (WBE), and small business enterprises (SBE). In order to provide opportunities for growth and to encourage hands-on business relationships, certain capital improvement projects may be designated by the City of Columbia as Mentor-Protégé Program projects.

The Contractor must comply with Mentor-Protégé Program Guidelines. The Contractor agrees that the Mentor Protégé Program does not create any third-party beneficiary status or contractual rights and/or duties between the City and the Protégé and that the City is not a party to the Implementation Plan. The Contractor agrees

that it has or will enter into a separate contractual Agreement with the Protégé to which the City is not a party. The MPP Implementation Plan is attached hereto as Exhibit E.

8. INDEMNIFICATION & INSURANCE

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

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

Workers Compensation Insurance: The Contractor shall procure and shall maintain during the life of this Agreement, Workers Compensation Insurance for all employees to be engaged in work on the project under this Agreement, and in case any work is subcontracted, the Contractor shall require the Subconsultant similarly to provide Worker Compensation Insurance for all of the latter employees to be engaged in such work unless such employees are covered by the protection afforded by the Contractors Worker Compensation Insurance. The Contractor shall not permit any person who is not protected by Workers Compensation Insurance or a properly approved Self-Insured Workers Compensation Program to perform any activity related to this Agreement.

General Liability: The Contractor shall provide to the City evidence of General Liability insurance in an amount not less than One Million Dollars and no/100 (\$1,000,000) per occurrence, and Two Million Dollars and no/100 (\$2,000,000)

dollars aggregate in accordance with the current Code of Ordinances, City of Columbia, South Carolina, which can be located at www.columbiasc.net.

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

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

- B. The Contractor shall furnish the City with a certificate showing satisfactory proof of carriage of the insurance required hereunder and such insurance shall be approved by the City prior to the Contractor and any Subconsultant of the Contractor commencing any services under this Agreement and this insurance shall remain in effect throughout the term of this Agreement, and any extensions of service. Insurance shall remain in effect for the duration of the project and for a period of one (1) year after completion. The City of Columbia shall be the Certificate Holder and shall be named as an *Additional Insured*.
- C. The Contractor shall indemnify, defend, hold harmless and reimburse the City, its agents, and employees from and against any and all losses, liabilities, expenses, and all claims for damages of any nature whatsoever relating to or arising out of any action or failure to act by Contractor, its Subconsultants, officers, agents and employees of any of the obligations under the Agreement. Losses, liabilities, expenses and claims for damages shall include, but will not be limited to, civil and criminal fines and penalties, loss of use or services, bodily injury, death, personal injury, or injury to real or personal property, defense costs, legal fees and costs, and attorney's fees for an appeal.

The Contractor will also agree to promptly notify the City of any civil or criminal actions filed against the Contractor or of any notice of violation from any

federal or state agency, or of any claim as soon as practical as relates to the services provided under this Agreement. The City, upon receipt of such notice, shall have the right at its election to defend any and all actions or suits or to join in defense.

9. PERMITS & LICENSES

- A. The Contractor shall be responsible for obtaining any approvals, permits and/or licenses as may be required of the Contractor in performing the services required under this Agreement. The Contractor shall be responsible for any costs relating to same.
- B. The Contractor shall be responsible for identifying the necessity for and providing any applications and supporting documentation to the City for any approvals and/or permits required of the City in order for the Contractor to perform the services required under this Agreement. Such approvals and/or permits may include, but not be limited to, South Carolina Department of Health and Environmental Control (SCDHEC) Construction Permits, SCDHEC Stormwater Management for Construction Sites Permits, SCDHEC Water Resources Permits, Corps of Contractor s Permits, City/County/ South Carolina Department of Health and Environmental Control (SCDOT) Encroachment Permits, encroachment permits for other utility rights-of-way and railroad right-of-way encroachment permits/agreements. The City shall obtain the approvals and/or permits identified by the Contractor and pay any costs relating to same.
- C. The Contractor shall answer questions and consult with the City and/or appropriate authorities as necessary to assist the City's efforts in obtaining required permits/approvals.
- D. The Contractor shall procure a City of Columbia business license while performing services under this Agreement.

10. **DUTIES UPON TERMINATION** – At termination of this Agreement, the Contractor shall immediately provide the City with all records and data in any format the Contractor is capable of producing and at no cost to the City, which were generated, created or received by the Contractor in performance of the services required by this Agreement or as the City may deem necessary to perform the required services by the City or the Contractors successor. All records shall be free from any proprietary claims or interest. The Contractor agrees to fully cooperate with the City and any successor to ensure an effective transition to continuously provide the required services.
11. **INTEREST OF CONTRACTOR** – The Contractor covenants that Contractor presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement or which is adverse to the interests of the City. The Contractor further covenants that in the performance of this Agreement no person having such interest shall be employed.

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

12. **TERMINATION OF AGREEMENT** – The City may terminate this Agreement at any time upon any of the following grounds:
- A. **DUE TO UNAVAILABILITY OF FUNDS:** Payment and performance obligations for succeeding fiscal periods shall be subject to the availability and appropriation of funds therefor. When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period, the contract shall be canceled. In the event of a cancellation pursuant to this paragraph, contractor will be reimbursed the resulting unamortized,

reasonably incurred, nonrecurring costs. Contractor will not be reimbursed any costs amortized beyond the initial contract term;

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

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

13. **OWNERSHIP OF PROJECT** - All data, documents or other information of any description generated by or used by the Contractor or any Subconsultant retained by the Contractor and related to the services required by this Agreement shall be the

property of the City and shall not be used by the Contractor for any purpose whatsoever except to perform the services required by this Agreement.

14. **OWNERSHIP OF PROJECT DOCUMENTS** - All data, documents or other information of any description generated by or used by the Contractor or any Subconsultant retained by the Contractor and related to the services required by this Agreement shall be the property of the City and shall not be used by the Contractor for any purpose whatsoever except to perform the services required by this Agreement.

15. **NOTICE** - All notices and communications in connection with this Agreement will be addressed to the following:

City of Columbia

Name: Office of Procurement and Contracts

Title: Purchasing Agent

Address: 1800 Main Street

Second Floor

Columbia, SC 29201

Phone: (803) 545-3470

Fax: (803) 758-1013

Email: procurement@columbiasc.gov

Rite Lite Signs, Inc.

Name: Renae Hartsell

Title: Bid Administrator

Address: 1000 Biscayne Drive

Concord, NC, 28027

Phone: 704-788-7097 x207

Fax: N/A

Email: rhartsel@ritelitesigns.com

16. **CONSENT DECREE - Non-Applicable**

A. The services performed by the Contractor pursuant to this Agreement are required in whole or in part to satisfy the terms of the Consent Decree entered by the United States District Court for the District of South Carolina on May 21, 2014, in the case captioned *The United States of America and State of South Carolina by and through the Department of Health and Environmental Control v. City of Columbia*, Civil Action No. 3:13-2429-TLW (the "Consent Decree"), a copy of which has been provided to the Contractor by the City and is incorporated by reference herein. The Contractor shall perform the services

pursuant to this Agreement in conformity with the terms of the Consent Decree as required by Paragraph 5 therein.

- B. In addition to the requirements above, the Contractor shall comply with the document retention requirements of Paragraph 68 of the Consent Decree which includes, but is not limited to, the obligation to preserve all non-identical copies of all documents, records, or other information (including documents, records, or other information in electronic form) in the Contractors possession or control that relate in any manner to the Contractors performance under this Agreement ("Preserved Documents"). Upon the Contractors performance of all services required under this Agreement, the Contractor shall provide the City with all Preserved Documents. In addition to the requirements above, the Contractor shall provide the City with all Preserved Documents upon termination of this Agreement.
- C. Upon the occurrence of a force majeure event as defined in Paragraph 55 of the Consent Decree, the Contractor shall provide notice to the City's Director of Utilities and Engineering in person, by phone, or by electronic mail within twenty-four (24) hours of when the Contractor first knew or should have known that the event might cause a delay. Within three (3) days thereafter, the Contractor shall provide written notice in accordance with Section XII above to include the following information: an explanation and description of the reasons for the delay; the anticipated duration of the delay; all actions taken or to be taken in an effort to prevent or minimize the delay; a schedule for implementation of any measures to be taken in an effort to prevent or mitigate the delay or the effect of the delay; and the Contractors rationale for attributing such delay to a force majeure event. The Contractor shall include with any notice all available documentation supporting the claim that the delay was attributable to a force majeure event.
- D. The Contractor shall reimburse the City the amount of any stipulated penalties imposed on the City pursuant to Paragraph 47 of the Consent Decree if the

Contractor neglects, fails, or refuses to meet the deadlines set forth in Exhibit B attached hereto. The Contractor agrees that any failure to meet such deadlines will result in the City's failure to meet the deadlines set forth in the Consent Decree except in the event of force majeure notice by the Contractor that results in the extension of said deadline by the U.S. Environmental Protection Agency under the Consent Decree. The City reserves all other remedies available for the Contractors failure to perform pursuant to the Agreement.

- E. The Contractor shall perform the services pursuant to this Agreement using sound Contracting practices as set forth in Paragraph 9 of the Consent Decree.

17. MISCELLANEOUS

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

The Contractor shall furnish and its Subconsultants shall furnish all information and reports required hereunder.

- D. In the event there are any disagreements between the City and the Contractor with regard to any of the requirements, specifications or interpretation of this Agreement, the Contractor agrees to defer to the reasonable interpretations of

the City as, from time to time, may be made by the City. Ambiguities in the terms of this Agreement, if any, shall not be construed against the City.

- E. This Agreement shall be construed in accordance with the laws and City of Columbia Code of Ordinances and those of the State of South Carolina. The Contractor agrees to subject itself to the jurisdiction and venue of the courts of Richland or Lexington County, State of South Carolina as to all matters and disputes arising or to arise under this Agreement and the performance thereof. The City may seek attorney's fees and the Contractor agrees to pay such fees as awarded by the Court or other body. No attorney's fees may be sought by, nor will be paid to, the Contractor.
- F. This Agreement represents the entire agreement between the City and the Contractor and supersedes all prior communications, negotiations, representations or agreements, either written or oral. The parties may amend this Agreement at any time provided that such Amendments are executed in writing, signed by a duly authorized representative of both organizations, and approved, where applicable, by the City's governing body.

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

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

- H. In the event any provision of this Agreement is determined to be void or unenforceable, all other provisions shall remain in full force and effect.
- I. This Agreement is subject to City Council approval.
- J. The Contractor acknowledges, for itself and its Subconsultants, that it is subject to the provisions of the 1991 Ethics Reform Act (8-13-100, et seq, South Carolina Code of Laws, 1976, as amended). Under this Act, "A person may not, directly or indirectly, give, offer, or promise anything of value to a public official, public member, or public employee with intent to:
1. influence the discharge of a public official's, public member's, or public employee's official responsibilities;
 2. influence a public official, public member, or public employee to commit, aid in committing, collude in, or allow fraud on a governmental entity; or,
 3. induce a public official, public member, or public employee to perform or fail to perform an act in violation of the public official's, public member's, or public employee's official responsibilities.
- "Anything of value" includes, but is not limited to, lodging, transportation, entertainment, food, meals, beverages, money, gifts, honorariums, discounts and interest-free loans.
- K. In carrying out the service, the Contractor shall not discriminate against any employee or applicant for employment because of that employee or applicant's age, sex, gender, gender identity or expression, sexual orientation, race, religion, creed, color, disability, national origin, veteran or military status, political affiliation, or any other characteristic protected by federal, state, or local laws ("protected characteristic"). The Contractor shall take affirmative steps to ensure equal employment opportunities for all applicants for

employment, without regard to their protected characteristics. For the purpose of this Non-Discrimination in Contracting Policy, the term "sex" includes medical needs and / or lactation needs arising from pregnancy, childbirth, or related medical conditions pursuant to the South Carolina Pregnancy Accommodations Act, 2018 S.C. Act No. 244. This Non-Discrimination in Contracting Policy extends to all aspects of the Contractor's operations, including, but not limited to the Contractor's employment practices (including selection, hiring, assignment, re-assignment, training, promotion, transfer, compensation, layoff, leave of absence, return from layoff or leave of absence, discipline, and termination); selection of volunteers and vendors, and provision of services. The Contractor 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 Non-Discrimination in Contracting Policy. The Contractor shall incorporate the provisions of this Non-Discrimination in Contracting Policy in all subcontracts for service work.

- L. This Agreement shall be binding upon the respondent and upon its successors and assignees. This Agreement shall be binding upon the City in accordance with its terms and provisions.
- M. All of the reports, information, data, records or documents of any kind, prepared or assembled by the Contractor under this Agreement are matters of public record, but that the Contractor agrees that they shall only be made available to any individual or organization by the City and the Contractor shall not make them available to any individual or organization without the prior written approval of the City.
- N. Every exhibit, schedule and appendix attached to this Agreement and referred to herein is hereby incorporated into this Agreement by reference unless this Agreement expressly provides otherwise. This Agreement, exhibits and other documents include, but are not limited to the Conflict of Interest Statement, Non-collusion Affidavit, Business Information Record for Subconsultants

/Subcontractors, Local Business Enterprise, and Mentor Protégé Implementation forms are incorporated by reference in this Agreement and set forth the entire understanding between the parties hereto regarding the subject matter hereof.

***REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK – SIGNATURE PAGE
FOLLOWS***

Rite Lite Signs, Inc.
Entrance and Wayfinding Sign Design

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

CITY OF COLUMBIA, SOUTH CAROLINA

Witness

Teresa Wilson, City Manager

Date: _____

APPROVED AS TO FORM

[Signature]
Legal Department City of Columbia, SC
08/08/2023

RITE LITE SIGNS, INC.

David R. Catchpole, Jr. / Vice President

Print: Name/Title

Signature

Date: 8/14/23

(Corporate Seal)

Attest

Signature

Date: 8/14/23

List of Exhibits

Exhibit A – Scope of Work

Exhibit B – Schedule for Completion of Services

Exhibit C – Compensation

Exhibit D – Business Information Statement for Subconsultants/Subcontractors

A. Licenses and Certifications.

Contractor shall be registered with the South Carolina Secretary of State's Office

The City of Columbia requires every person or business engaged in or intending to engage in any calling, business, occupation or profession, in whole or in part, within the limits of the city to pay an annual license fee and obtain a business license as provided in the ordinance. A valid City of Columbia Business License must be in place prior to issuance of a Notice to Proceed and valid City of Columbia Purchase Order. Business License inquiries, requirements, and application can be accessed at <https://businesslicensing.columbiasc.gov/>

B. Project Specific Licenses and Certifications – There are no project specific licenses or certifications required.**C. Special Standards of Responsibility**

Designer, The City, and fabrication vendor will resolve all engineering issues prior to fabrication. Sign fabrication vendor is responsible to provide engineering services or contract with a licensed engineer to review shop drawings, which require an engineer's stamp and signature.

D. Project Specific Scope of Work

Objective – Provide attractive, low-maintenance signage to greet visitors. The signage should be sensitive to brand and traditional, long lasting materials requiring minimal maintenance for 10-years.

Gateway entrance signs will be from three different categories

- Primary Entrance
- Secondary Entrance
- Tertiary locations at City entrances

Design Guidelines

- Gateway designs should emphasize brick and metal
- Provide for LED lighting which has remote color changing capabilities
- Landscaping around the gateway signage
- Create a standardized and consistent look enhancing each entrance site
- Designs should be proportionate to the sight and not obstruct traffic sight lines
- Compliance with SCDOT policies and any applicable ADA guidelines
- The City logos may be incorporated into the gateway and sign designs

TASK 1: Design Process

1. Meet with City Executive Management, City officials, and other representatives to discuss design options and sign locations.
2. Contractor may also meet and work in conjunction with Marketing Consultant and City Public Relations Department to incorporate consistent schematic, font, and coloring for branding purposes
3. Assist the City with presenting design options to appropriate parties.
4. Finalize design option and sign locations.

TASK 2: Due Diligence/Shop Drawings

1. Contractor will create fully detailed shop drawings for fabrication of each of the sign types.

2. Contractor will submit shop drawings to the City for review and approval. Contractor will revise and resubmit as required following the City's review/notes.
3. Conduct initial field survey to stake in sign locations and request utility locates to identify any conflicts.
4. Finalize sign placement and review with the City for approval.

TASK 3: Permitting

1. It is anticipated signage will be installed on SCDOT right of ways using an encroachment permit.
2. Upon approval of the shop drawings and finalized sign locations, Contractor will submit for any necessary permits.

TASK 4: Fabrication/Installation

1. Upon issuance of the required permits, Contractor will begin sourcing materials and commence fabrication of the various sign types. Stage and prepare fabricated signs for delivery to site/installation.
2. Request utility locates prior to digging sign footings.
3. Dig, set, pour: auger holes, set support poles, pour concrete, masonry work.
4. Set signs.

TASK 5: Close Out

1. Walk-through with the Town for final inspection and acceptance.
2. Address any punch-list items.
3. Provide the City with final As-Built Drawings, copies of all permits/inspections.

Ownership of Documents

All documents or other information of any description generated by or used by the Offeror or any Subconsultant retained by the Offeror and related to the services by the Agreement shall be the property of the City and shall not be used by the Offeror for any other purposes whatsoever except to perform the services required by the Agreement.

Expectations of the City

- The City will assist and/or provide the necessary electrical requirements for each sign
- The City will work with SCDOT to provide permitting

***Total Project Timeline: 18 weeks, considering Phases running concurrently.**

***Dependent on quantity of signs and design collaboration time**

Phase 1: Design Process (3-4 weeks)*

Meet with City representatives for discussion of design options and sign locations
Assist the City with presenting design options to appropriate parties
Finalize design and sign locations

Phase 1: Due Diligence (3-4 Weeks)

Commence engineering
Commence shop drawings
Initial field survey/initial stake-in/Utility locates – Identify conflicts

Phase 2: Permitting (2-4 Weeks)

Obtain any City approval documents
Obtain any required SCDOT work permits (can be time consuming)
Obtain City permits

Phase 3: Finalize Due diligence & Sign locations (2 Weeks)

Stake-in / Miss Utility 811 utility locates
Field survey for final sign placement and locates
Finalize shop drawings
Obtain final shop drawing approval from the City - Pending

Phase 4: Commencement of Work (6 Weeks)

Fabrication of signage

- Create work orders
- Order and receive materials
- Order and receive custom waterjet materials
- Signage fabrication begins

Phase 5: Installation (2 Weeks)

Locate called in (just before digging)
Load Signage
Travel
Auger holes
Set support poles, pour concrete
Masonry work
Set Signs
Final site work/landscaping
Some of the installation phase will run concurrently with the fabrication

Phase 6: Wrap Up (1 Week)

Final walk-through
Inspections
Address any punch list items
Provide close out documents

EXHIBIT C -COMPENSATION

10.a

PRIMARY SIGN

Item	Total
Design Lump Sum	\$5,500.00
Fabrication Lump Sum	\$38,480.00
Installation Lump Sum	\$24,800.00
Total Project Amount	\$68,780.00

SECONDARY SIGN

Item	Total
Design Lump Sum	\$2,500.00
Fabrication Lump Sum	\$14,680.00
Installation Lump Sum	\$10,675.00
Total Project Amount	\$27,855.00

NOTE - Tertiary sign design will be provided at no charge and will include scalable vector art for sign production and installation by the City

Note: The following assumptions apply to the cost:

1. Cost shall be for one Primary and Secondary Entrance sign installed with no significant variables for installation (i.e. clear sight line, even ground surface etc.)
2. Design lump sum amount is for a single design based on the Scope of Work
3. Design lump sum amount includes 3 total meetings with City Executive Management, City Council, and City Staff. Total number of meetings may vary.

APPENDIX - 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) / SAM.gov Unique Entity ID & CAGE # (Required)	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)
N/A- Rite Lite Signs will self-perform				%		
				%		
				%		
				%		
				%		
				%		

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 \$ _____
TOTAL CONTRACT AMOUNT: \$ _____

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

Business Name: Rite Lite Signs, Inc.

Representative Name/Title: David R. Catchpole, Jr.

Date: 4/12/2023

David R. Catchpole, Jr.
Vice President



We Are Columbia

MEETING DATE: September 5, 2023

DEPARTMENT: Engineering Department

FROM: *Dana Higgins, Director of Engineering*

SUBJECT: 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.

REQUISITION NO.: R224137

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

CLEAN WATER 2020?: No

Columbia Water is applying for a permanent encroachment permit from Norfolk Southern Railroad Company for the installation of a sewer main as it relates to CIP SS7560 Crane Creek Wet Weather Storage Tank. Under the terms of the Agreement an encroachment permitting risk fee of \$138,940 would be needed to secure the approval. Columbia Water proposes to construct and install one (1) underground transverse 60" ductile iron water pipeline and one (1) 4" aluminum conduit contained in an 84" steel pipe located under/and across the right-of-way or property and/or tracks of the railway at or near, TMS#07414-04-01. This property is located off of Circleview Road near I-20 and Monticello Road. This line is to serve the new Water Storage Tank, as shown on the attached agreement and labeled as Attachment 2.

ATTACHMENTS:

- **#a:** Norfolk Southern RR Encroachment Permit Agreement (PDF)

LICENSE AGREEMENT

THIS LICENSE AGREEMENT (this “Agreement”), dated as of November 29, 2022 (the “Effective Date”) is made and entered into by and between

NORFOLK SOUTHERN RAILWAY COMPANY, a Virginia corporation, whose mailing address is 650 West Peachtree St. Box 22, Atlanta, Georgia 30308 (hereinafter called "Railway"), and **CITY OF COLUMBIA**, a(n) SC Government Entity, whose mailing address is City of Columbia Eng Dept./Real Estate PO Box 147 , Columbia, South Carolina 29212 (hereinafter called "Licensee").

WITNESSETH

WHEREAS, Licensee has submitted to Railway an Application (as defined herein) related to the proposed installation and construction of **proposed installation of one (1) underground transverse 60" ductile iron water pipeline and one (1) 4" aluminum conduit contained in a 84" steel pipe** (hereinafter called the "Facilities") located in, over or under, and across the right-of-way or property and any tracks of Railway at or near:

- Milepost W-157.33, Coastal Division
- Latitude 34.03797, Longitude -81.06792
- Columbia, Richland County, South Carolina

the same to be located in accordance with and limited to the installation shown on the diagram set forth in **EXHIBIT A** attached hereto and made a part hereof (such right-of-way or property of Railway, collectively, the “Premises”); and

WHEREAS, Railway has approved the Application for the initial installation and construction of the Facilities; and

WHEREAS, Licensee desires a license to use such right-of-way or property of Railway for the installation and construction, as well as the subsequent maintenance, operation and removal, of the Facilities.

NOW, THEREFORE, Railway and Licensee agree as follows:

1. Grant; Consideration; Term. Subject to Section 2(b) below, Railway hereby grants to Licensee, insofar as Railway has the right to do so, without warranty and subject to all encumbrances, covenants and easements to which the Railway’s title may be subject, the right to use and occupy so much of the Premises as may be necessary for the installation, construction, maintenance, operation and removal of the Facilities (collectively, “Operate” or “Operations”). Upon execution of this Agreement, Licensee shall pay to Railway (i) a non-refundable, non-assignable, one-time license fee in the amount of **ONE HUNDRED AND THIRTY-EIGHT THOUSAND NINE HUNDRED AND FORTY AND 00/100 DOLLARS (\$138,940.00)**, and (ii) if applicable as determined by Railway pursuant to Section 12 below, the Risk Financing Fee (as defined in Section 12). The term of this Agreement shall commence on the Effective Date and

shall continue for a period of twenty (20) years, subject to prior termination as hereinafter described (the "Term").

2. Use and Condition of the Premises.

(a) The Premises shall be used by Licensee only for Operations and for no other purpose. Licensee accepts the Premises in their current "as is" condition, as suited for Operations, and without the benefit of any improvements to be constructed by Railway.

(b) With respect to each Operations project that requires access to the Premises after the initial installation and construction of the Facilities, Licensee shall submit to Railway an application conforming to Railway's then-current standards and procedures (an "Application") for review and approval.

3. Installation of the Facilities; Railway Support. Licensee shall, at its expense, Operate the Facilities (i) on a lien-free basis and in such a manner as will not interfere with the operations of Railway, or endanger persons or property of Railway and (ii) in accordance with (a) the plans and specifications (if any) shown on the prints attached hereto and any other specifications prescribed by Railway, (b) applicable laws, regulations, ordinances and other requirements of federal, state and local governmental authorities, and (c) applicable specifications adopted by the American Railway Engineering and Maintenance-of-Way Association, when not in conflict with the applicable plans, specifications, laws, regulations, ordinances or requirements mentioned in clauses (a) and (b) above. All underground pipes must have secondary pipe containment if the material flowing through the pipeline poses a safety or environmental hazard. Any change to the character, capacity or use of the Facilities shall require execution of a new agreement. In the event it becomes necessary for Licensee to deviate from the approved plans and specifications, Licensee shall seek prior approval from Railway's Division Engineer or his or her authorized representative and, when applicable, an authorized representative of the Division Engineer in the field during Construction Monitoring. Licensee shall provide Railway with complete as-built drawings of the Facilities in an electronic format within thirty (30) days of (i) completion of the initial installation and construction of the Facilities and (ii) completion of any material change to the Facilities.

4. Railway Support. With respect to each Operations project that requires access to the Premises, Railway shall, at Railway's option, furnish, at the sole expense of Licensee, Support Services. The term "Support Services" means such materials and services as necessary, in Railway's sole judgment, to support Railway's tracks and to protect Railway's traffic, including without limitation flagging services and Construction Monitoring during Operations that require access to the Premises. Support Services shall be provided unless Railway's Division Engineer or his or her authorized representative provides to Licensee a written waiver of Support Services, whether in whole or in any part, in a given instance. The term "Construction Monitoring" means services comprised of one or more Railway representatives being assigned and present to monitor construction activities of Licensee, which may include a preconstruction site assessment and a post-construction site assessment.

5. Electronic Interference. If the Facilities cause degradation of Railway's signal, communications and other electronic systems (hereinafter collectively called the "Electronic Systems") or endanger Railway's personnel or other individuals entitled to be on or about the Premises, through inductive or electrostatic interference or otherwise, Licensee, at its expense, will modify the Facilities to the satisfaction of Railway so as to eliminate such degradation or danger. Such modifications may include, without limiting the generality of the foregoing, transposing circuits or providing additional shielding, reactance or other corrective measures deemed necessary by Railway. The provisions of this Section 5 shall apply to the Electronic Systems existing as of the date of this Agreement and to any Electronic Systems that Railway may install in the future.

6. Corrective Measures. If Licensee fails to take any corrective measures requested by Railway in a timely manner, or if an emergency situation is presented which, in Railway's judgment, requires immediate repairs to the Facilities, Railway, at Licensee's expense, may undertake such corrective measures or repairs as it deems necessary or desirable.

7. Railway Changes. If Railway shall make any changes, alterations or additions to the line, grade, tracks, structures, roadbed, installations, right-of-way or works of Railway, or to the character, height or alignment of the Electronic Systems, at or near the Facilities, Licensee shall, upon not less than thirty (30) days prior written notice from Railway and at Licensee's sole expense, make such changes in the location and character of the Facilities as, in the opinion of the chief engineering officer of Railway, shall be necessary or appropriate to accommodate any construction, improvements, alterations, changes or additions of Railway.

8. Assumption of Risk. Unless caused solely by the negligence of Railway or caused solely by the willful misconduct of Railway, Licensee hereby assumes all risk of damage to the Facilities and Licensee's other property relating to its use and occupation of the Premises or business carried on the Premises and any defects to the Premises; and Licensee, subject to the terms of Paragraph 11, hereby indemnifies Railway, its officers, directors, agents and employees from and against any liability for such damage.

9. Entry Upon Premises. Licensee shall enter the Premises in any given instance only pursuant to an approved Application. Prior to commencement of any work to be performed on or about the Premises, Licensee shall notify the appropriate Division Engineer or their authorized representative for the scheduling of Support Services as determined pursuant to Section 4 above. Within seventy-two (72) hours after the Division Engineer's actual receipt of such notification, the Division Engineer shall review the necessity and availability of flagmen for the proposed work and advise Licensee of such matters and the estimated cost of Support Services. No work shall be permitted on or about the Premises without the presence of Railway's flagman or the Division Engineer's waiver of the requirement for flag protection. Entry on or about the Premises or any other Railway right-of-way without the Division Engineer's prior approval shall be deemed trespassing. Licensee agrees to pay Railway, within thirty (30) days after delivery of an invoice therefor, for the cost of Support Services provided by or on behalf of Railway.

10. Liens; Taxes. Licensee will not permit any mechanic's liens or other liens to be placed upon the Premises, and nothing in this Agreement shall be construed as constituting the

consent or request of Railway, express or implied, to any person for the performance of any labor or the furnishing of any materials to the Premises, nor as giving Licensee any right, power or authority to contract for or permit the rendering of any services or the furnishing of any materials that could give rise to any mechanic's liens or other liens against the Premises. In addition, Licensee shall be liable for all taxes levied or assessed against the Facilities and any other equipment or other property placed by Licensee within the Premises. In the event that any such lien shall attach to the Premises or Licensee shall fail to pay such taxes, then, in addition to any other right or remedy available to Railway, Railway may, but shall not be obligated to, discharge the same. Any amount paid by Railway for any of the aforesaid purposes, together with related court costs, attorneys' fees, fines and penalties, shall be paid by Licensee to Railway within ten (10) days after Railway's demand therefor.

11. Indemnification. Being a local government of the State of South Carolina and thus unable to agree to indemnify or hold harmless pursuant to South Carolina law, Licensee hereby agrees to be responsible for all claims, losses, damages, expenses or costs for personal injuries (including death) and property damage to whomsoever or whatsoever occurring (hereinafter collectively, "Losses") arising from (a) the presence of the Facilities on or about the Premises, (b) any Operations or any failure to conduct Operations properly, or (c) any act, omission or neglect of Licensee, its agents, servants, employees or contractors in connection therewith, within the limits of the South Carolina Tort Claims Act, unless caused solely by the willful misconduct of Railway. In addition, Licensee shall insert a hold harmless and indemnification clause in its contract with all contractors and subcontractors which requires the contractor and subcontractor to indemnify and hold harmless Licensee and Railway from any liability, claims or damages which may arise from the performance of work on the Premises.

12 Insurance.

(a) Insurance Requirements. Without limiting in any manner the liability and obligations assumed by Licensee under any other provision of this Agreement, and as additional protection to Railway, Licensee shall comply with the following provisions:

(i) Subject to subsection (ii) below, upon execution of this Agreement, Licensee shall pay Railway a risk financing fee of \$1,900 (the "Risk Financing Fee") to provide Railroad Protective Liability Insurance or such supplemental insurance (which may be self-insurance) as Railway, in its sole discretion, deems to be necessary or appropriate with respect to the initial construction and installation of the Facilities.

(ii) Prior to commencement of each Operations project that requires access to the Premises, unless Railway elects to make available and Licensee pays the then-current Risk Financing Fee for a given Operations project, Licensee shall furnish Railway with an original Railroad Protective Liability ("RPL") Insurance Policy naming Railway as the named insured and having a limit of (1) not less than a combined single limit of \$2,000,000 each occurrence and \$6,000,000 aggregate, or (2) if the value of a given operations project exceeds \$350,000, not less than a combined single limit of \$5,000,000 per occurrence and \$10,000,000 in the aggregate. Each RPL policy shall

conform to CG 00 35 04 13 or equivalent and include coverage for Terrorism and the Physical Damage to Property Endorsement and shall name Norfolk Southern Corporation and its affiliates and subsidiaries as the insured. Licensee shall ensure that the project location, Licensee identification and work description appear on the declaration pages of a given RPL policy. Licensee shall provide an electronic copy of each RPL policy (and not merely the binder) to Railway at ns.permitting@railpros.com for review and approval prior to commencing any work on the associated Operations project. Licensee may submit inquiries about RPL issues at ns.permitting@railpros.com.

(iii) Licensee shall maintain a Commercial General Liability (“CGL”) policy containing products and completed operations and contractual liability coverage, with a combined single limit of not less than \$2,000,000 for each occurrence. Any portion of this requirement may be satisfied by a combination of General Liability and/or Excess/Umbrella Liability Coverage. The policy shall not deny any obligation of any insured under the Federal Employer’s Liability Act, as amended. The CGL policy shall provide additional insured coverage equivalent to ISO CG 20 10 11/85.

(iv) Licensee shall maintain Automobile Liability Insurance with a current ISO occurrence form policy (or equivalent) and apply on an “any auto” (Symbol 1) basis, including coverage for all vehicles used in connection with the Work or Services on the leased property, providing annual limits of at least \$1,000,000 per occurrence for bodily injury and property damage combined including uninsured and underinsured motorist coverage, medical payment protection, and loading and unloading.

(v) Licensee shall maintain Workers’ Compensation Insurance to meet fully the requirement of any compensation act, plan or legislative enactment applicable in connection with the death, disability or injury of Licensee’s officers, agents, servants or employees arising directly or indirectly out of the performance of this Agreement;

(vi) Licensee shall maintain Employers’ Liability Insurance with limits of not less than \$1,000,000 each accident \$1,000,000 policy limit for disease, and \$1,000,000 each employee for disease;

(b) General Insurance Requirements. Each insurance policy referred to in subsection (a) above shall also comply with the following requirements:

(i) Additional Insureds. Each insurance policy (excluding any RPL policy and Workers’ Compensation policy) shall name Railway and its parent, subsidiary and affiliated companies as additional insureds with an appropriate endorsement to each policy.

(ii) Licensee’s Coverage Primary and Without Right to Contribution. All policies secured by Licensee, whether primary, excess, umbrella or otherwise, and providing coverage to the Railway as an additional insured (1) are intended to take priority in responding and to pay before any insurance policies Railway may have secured for

itself must respond or pay and (2) may not seek contribution from any policies the Railway may have secured for itself.

(iii) Severability of Interests (Cross Liability). No cross-liability exclusions are permitted that would apply to the additional insureds, and there may not be any restrictions in any policy that limits coverage for a claim brought by an additional insured against a named insured.

(iv) Waiver of Subrogation. To the fullest extent permitted by law, all insurance furnished by Licensee pursuant to this Agreement shall include a waiver of subrogation in favor of Railway with an appropriate endorsement to each policy.

(v) Notice of Cancellation, Modification or Termination. Each insurance policy shall not be subject to cancellation, termination, modification, change, or non-renewal except upon thirty (30) days' prior written notice to the additional insureds.

(vi) No Limitation. Each insurance policy shall not limit any of Licensee's indemnity obligations or other liabilities under this Agreement subject to the terms of Paragraph 11. The insurance available to Railway and its parent, subsidiary and affiliated companies as additional insureds shall not be limited by these requirements should Licensee maintain higher coverage limits.

(vii) Any deductibles or self-insured retentions of Licensee over \$50,000 must be declared and approved by Railway. Approval of such requests shall not be unreasonably withheld.

(viii) Licensee shall require all subcontractors who are not covered by the insurance carried by Licensee to maintain the insurance coverages set forth in subsection (a) above, except for the RPL insurance, including but not limited to additional insured status for Railway and its parent, subsidiary and affiliated companies.

(ix) Licensee shall furnish their memorandum of insurance and the RPL Insurance Policy to Railway's Managing Agent prior to execution of this Agreement at ns.permitting@railpros.com. The insurance coverage required herein shall in no way limit Licensee's liability under this Agreement.

13. Environmental Matters. Licensee assumes all responsibility for any environmental obligations imposed under applicable laws, regulations, ordinances or other requirements of federal, state and local governmental authorities relating to (a) any Operations, including notification and reporting of any releases, and (b) any contamination of any property, water, air or groundwater arising or resulting, in whole or in part, from Licensee's operation or use of the Premises pursuant to this Agreement. In addition, Licensee shall obtain any necessary permits to conduct Operations. Subject to the terms of Paragraph 11, Licensee agrees to indemnify and hold harmless Railway from and against any and all fines, penalties, demands or other Losses (including attorneys' fees) incurred by Railway or claimed by any person, company or governmental entity relating to (a) any contamination of any property, water, air or groundwater due to the use or presence of the Facilities on the Premises, (b) Licensee's violation of any laws, regulations or other

requirements of federal, state or local governmental authorities in connection with the use or presence of the Facilities on the Premises or (c) any violation of Licensee's obligations imposed under this Section. Without limitation and subject to the terms of Paragraph 11, this indemnity provision shall extend to any cleanup and investigative costs relating to any contamination of the Premises arising or resulting from, in whole or in part, Licensee's use of the Facilities or any other activities by or on behalf of Licensee occurring on or about the Premises. Licensee further agrees not to dispose of any trash, debris or wastes, including hazardous waste, on the Premises and will not conduct any activities on the Premises which would require a hazardous waste treatment, storage or disposal permit.

14. Assignments and Other Transfers.

(a) Licensee shall not assign, transfer, sell, mortgage, encumber, sublease or otherwise convey (whether voluntarily, involuntarily or by operation of law) this Agreement or any interest therein, nor license, mortgage, encumber or otherwise grant to any other person or entity (whether voluntarily, involuntarily or by operation of law) any right or privilege in or to the Premises (or any interest therein), in whole or in part, without the prior written consent of Railway, which consent may be withheld by Railway in its sole discretion. Any such assignment or other transfer made without Railway's prior written consent shall be null and void and, at Railway's option, shall constitute an immediate default of this Agreement. Notwithstanding the foregoing, upon prior written notice to Railway, Licensee may assign this Agreement to a parent, a wholly-owned subsidiary of Licensee or a wholly-owned subsidiary of Licensee's parent without Railway's consent; provided, however, that no such assignment shall relieve Licensee of its obligations under this Agreement.

(b) Railway shall have the right to transfer and assign, in whole or in part, all its rights and obligations hereunder and in or to the Premises. From and after the effective date of any such assignment or transfer, Railway shall be released from any further obligations hereunder; and Licensee shall look solely to such successor-in-interest of Railway for the performance of the obligations of "Railway" hereunder.

15. Meaning of "Railway". The word "Railway" as used herein shall include any other company whose property at the aforesaid location may be leased or operated by Railway. Said term also shall include Railway's officers, directors, agents and employees, and any parent company, subsidiary or affiliate of Railway and their respective officers, directors, agents and employees.

16. Default; Remedies.

(a) The following events shall be deemed to be events of default by Licensee under this Agreement:

(i) Licensee shall fail to pay the Fee or any other sum of money due hereunder and such failure shall continue for a period of ten (10) days after the due date thereof;

(ii) Licensee shall fail to comply with any provision of this Agreement not requiring the payment of money, all of which terms, provisions and covenants shall be deemed material, and such failure shall continue for a period of thirty (30) days after written notice of such default is delivered to Licensee;

(iii) Licensee shall become insolvent or unable to pay its debts as they become due, or Licensee notifies Railway that it anticipates either condition;

(iv) Licensee takes any action to, or notifies Railway that Licensee intends to file a petition under any section or chapter of the United States Bankruptcy Code, as amended from time to time, or under any similar law or statute of the United States or any State thereof; or a petition shall be filed against Licensee under any such statute; or

(v) A receiver or trustee shall be appointed for Licensee's license interest hereunder or for all or a substantial part of the assets of Licensee, and such receiver or trustee is not dismissed within sixty (60) days of the appointment.

(b) Upon the occurrence of any event or events of default by Licensee, whether enumerated in this Section or not, Railway shall have the option to pursue any remedies available to it at law or in equity without any additional notices to Licensee. Railway's remedies shall include, but not be limited to, the following: (i) termination of this Agreement, in which event Licensee shall immediately surrender the Premises to Railway; (ii) entry into or upon the Premises to do whatever Licensee is obligated to do under the terms of this License, in which event Licensee shall reimburse Railway on demand for any expenses which Railway may incur in effecting compliance with Licensee's obligations under this License, but without rendering Railway liable for any damages resulting to Licensee or the Facilities from such action; and (iii) pursuit of all other remedies available to Railway at law or in equity, including, without limitation, injunctive relief of all varieties.

17. Railway Termination Right. Notwithstanding anything to the contrary in this Agreement, Railway shall have the right to terminate this Agreement and the rights granted hereunder, after delivering to Licensee written notice of such termination no less than sixty (60) days prior to the effective date thereof, upon the occurrence of any one or more of the following events:

(a) If Licensee shall fail to install the Facilities within one (1) year from the date of the Agreement, or if Licensee shall discontinue the use or operations of the Facilities for one (1) year; or

(b) If Railway shall be required by any governmental authority having jurisdiction over the Premises to remove, relocate, reconstruct or discontinue operation of its railroad on or about the Premises; or

(c) If Railway, in the good faith judgment of its Superintendent, shall require a change in the location or elevation of its railroad on or about the location of the Facilities or the Premises that might effectively prohibit the use or operation of the Facilities; or

(d) If Railway, in the good faith judgment of its Superintendent, determines that one or more aspects of Operations unduly interfere with the operation and maintenance of the facilities of Railway, or with the present or future use of such property by Railway, its lessees, affiliates, successors or assigns, for their respective purposes.

18. Condemnation. If the Premises or any portion thereof shall be taken or condemned in whole or in part for public purposes, or sold in lieu of condemnation, then this Agreement and the rights granted to Licensee hereunder shall, at the sole option of Railway, forthwith cease and terminate. All compensation awarded for any taking (or sale proceeds in lieu thereof) shall be the property of Railway, and Licensee shall have no claim thereto, the same being hereby expressly waived by Licensee.

19. Removal of Facilities; Survival. The Facilities are and shall remain the personal property of Licensee. Upon the expiration or termination of this Agreement, Licensee shall remove the Facilities from the Premises within thirty (30) days after the effective date thereof. In performing such removal, unless otherwise directed by Railway, Licensee shall restore the Premises to the same condition as existed prior to the installation or placement of Facilities, reasonable wear and tear excepted. In the event Licensee shall fail to so remove the Facilities or restore the Premises, the Facilities shall be deemed to have been abandoned by Licensee, and the same shall become the property of Railway for Railway to use, remove, destroy or otherwise dispose of at its discretion and without responsibility for accounting to Licensee therefor; provided, however, in the event Railway elects to remove the Facilities, Railway, in addition to any other legal remedy it may have, shall have the right to recover from Licensee all costs incurred in connection with such removal and the restoration of the Premises. Notwithstanding anything to the contrary contained in this Agreement, the expiration or termination of this Agreement, whether by lapse of time or otherwise, shall not relieve Licensee from Licensee's obligations accruing prior to the expiration or termination date, and such obligations shall survive any such expiration or other termination of this Agreement.

20. Entire Agreement. This Agreement contains the entire agreement of Railway and Licensee and supersedes any prior understanding or agreement between Railway and Licensee respecting the subject matter hereof, and no representations, warranties, inducements, promises or agreements, oral or otherwise, between the parties not embodied in this Agreement shall be of any force or effect.

21. Attorneys' Fees. If Railway should bring any action under this Agreement or consult or place the Agreement or any amount payable by Licensee hereunder, with an attorney concerning or for the enforcement of any of Railway's rights hereunder, then Licensee agrees in each and any such case to pay to Railway all costs, including but not limited to court costs and attorneys' fees, incurred in connection therewith.

22. Severability. If any clause or provision of this Agreement is illegal, invalid or unenforceable under present or future laws effective during the Term, then and in that event, it is the intention of the parties hereto that the remainder of this Agreement shall not be affected thereby; and it is also the intention of the parties to this Agreement that in lieu of each clause or

provision of this Agreement that is illegal, invalid or unenforceable, there be added as a part of this Agreement a clause or provision as similar in terms to such illegal, invalid or unenforceable clause or provision as may be possible and be legal, valid and enforceable.

23. Modifications; Waiver; Successors and Assigns. This Agreement may not be altered, changed or amended, except by instrument in writing signed by both parties hereto. No provision of this Agreement shall be deemed to have been waived by Railway unless such waiver shall be in a writing signed by Railway and addressed to Licensee, nor shall any custom or practice that may evolve between the parties in the administration of the terms hereof be construed to waive or lessen the right of Railway to insist upon the performance by Licensee in strict accordance with the terms hereof. The terms and conditions contained in this Agreement shall apply to, inure to the benefit of, and be binding upon the parties hereto, and upon their respective successors in interest and legal representatives, except as otherwise herein expressly provided. If there shall be more than one Licensee, the obligations hereunder imposed upon Licensee shall be joint and several.

24. Notice. Any and all other notices, demands or requests by or from Railway to Licensee, or Licensee to Railway, shall be in writing and shall be sent by (a) postage paid, certified mail, return receipt requested, or (b) a reputable national overnight courier service with receipt therefor, or (c) personal delivery, and addressed in each case as follows:

If to Railway:

c/o Norfolk Southern Corporation
650 West Peachtree Street, Box 22
Atlanta, Georgia 30308
Attention: Director Real Estate

If to Licensee:

CITY OF COLUMBIA
PO Box 147
Columbia, South Carolina 29217
Attention: Engineering Dept.

Either party may, by notice in writing, direct that future notices or demands be sent to a different address. All notices hereunder shall be deemed given upon receipt (or, if rejected, upon rejection).

25. Miscellaneous. Time is of the essence with regard to each provision of this Agreement. This Agreement shall be construed and interpreted in accordance with and governed by the laws of the State in which the Premises are located. Each covenant of Railway and Licensee under this Agreement is independent of each other covenant under this Agreement. No default in performance of any covenant by a party shall excuse the other party from the performance of any other covenant. The provisions of this Agreement that, by their nature, are intended to survive the expiration or earlier termination of this Agreement, including Sections 8, 10, 11, 13 and 19, shall so survive.

26. Limitations of Grant. Licensee acknowledges that the license granted hereunder is a quitclaim grant, made without covenants, representations or warranties with respect to Railway's (a) right to make the grant, (b) title in the Premises, or (c) right to use or make available to others the Premises for the purposes contemplated herein. Railway is the owner and/or holder of the Premises subject to the terms and limitations under which it is owned or held, including without limitation conditions, covenants, restrictions, easements (including any pre-existing fiber optic easements or licenses), encroachments, leases, licenses, permits, mortgages, indentures, reversionary interests, fee interests, zoning restrictions and other burdens and limitations, of record and not of record, and to rights of tenants and licensees in possession, and Licensee agrees that the rights licensed hereunder are subject and subordinate to each and all of the foregoing. Licensee accepts this grant knowing that others may claim that Railway has no right to make it, and subject to the terms of Paragraph 11, Licensee agrees to release, hold harmless and indemnify (and, at Railway's election, defend, at Licensee's sole expense, with counsel approved by Railway) Railway, its affiliated companies, and its and their respective officers, directors, agents and employees, from and against any detriments to, or liabilities of, any type or nature arising from such claims, including punitive damages and any forfeitures declared or occurring as a result of this grant.

27. Limitations Upon Damages. Notwithstanding any other provision of this Agreement, Railway shall not be liable for breach of this Agreement or under this Agreement for any consequential, incidental, exemplary, punitive, special, business damages or lost profits, as well as any claims for death, personal injury, and property loss and damage which occurs by reason of, or arises out of, or is incidental to the interruption in or usage of the Facilities placed upon or about the Premises by Licensee, including without limitation any damages under such claims that might be considered consequential, incidental, exemplary, punitive, special, business damages or lost profits. It is understood and agreed by Licensee that Railway cannot and will not make any warranties, representations or guarantees that Licensee's communication system (if any), as located on Railway's property, will not be interrupted.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in duplicate, each part being an original, as of the date first above written.

Witness:

As to Licensee

As to Railway

**NORFOLK SOUTHERN RAILWAY
COMPANY**

Witness:

By: _____

Real Estate Manager

By: _____

Title: _____

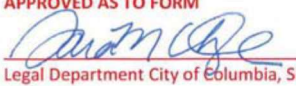
CITY OF COLUMBIA

STATE OF SOUTH CAROLINA)

COUNTY OF RICHLAND) ACKNOWLEDGEMENT

The foregoing instrument was acknowledged before me this ____ day of _____,
 _____ by Teresa B. Wilson, City Manager on behalf of the within-named City of Columbia,
 South Carolina.

 NOTARY PUBLIC FOR THE STATE OF SOUTH CAROLINA
 MY COMISSION EXPIRES: _____

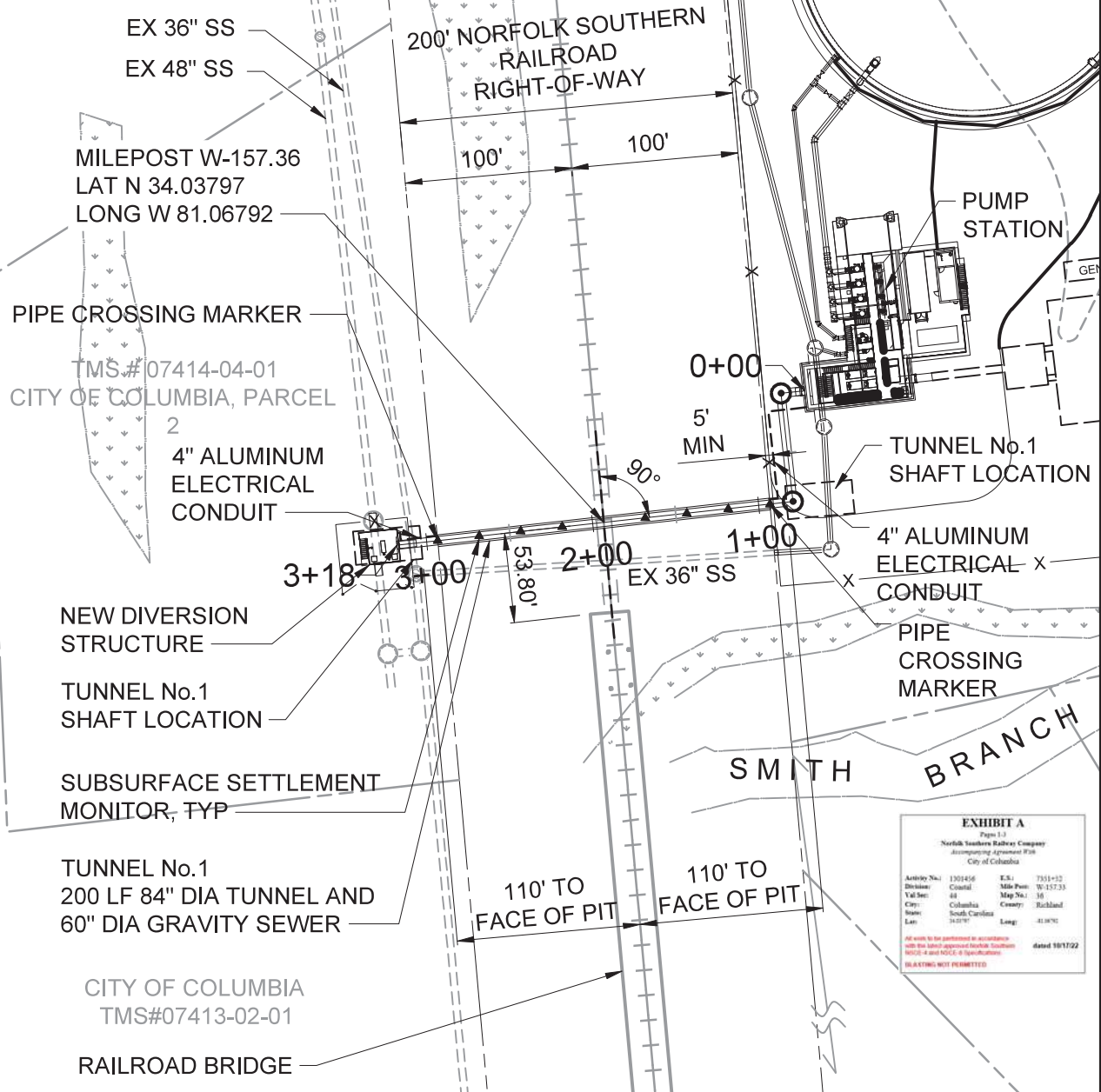
APPROVED AS TO FORM

 Legal Department City of Columbia, SC
 05/23/2023

Activity Number: 1301456
 SJS: 4-14-23

ROUNDTREE FAMILY LIMITED
PARTNERSHIP

NOTE: TMS#07415-02-03

PIPELINE CROSSING TO BE INSTALLED AND MAINTAINED
WITH THE LAST APPROVED AMERICAN RAILWAY
ENGINEERING AND MAINTENANCE OF WAY ASSOCIATION
SPECIFICATIONS FOR PIPELINES CONVEYING FLAMMABLE
AND NON-FLAMMABLE SUBSTANCES.



1. ALL WORK SHALL BE DONE PER NSCE-8 SPECIFICATIONS.
2. UPON COMPLETION OF CONSTRUCTION, POSITION AND DEPTH OF 84" DIAMETER PIPE TO BE ADDED TO THIS FIGURE AND EMAILED TO: NS.Permitting@RailPros.com.

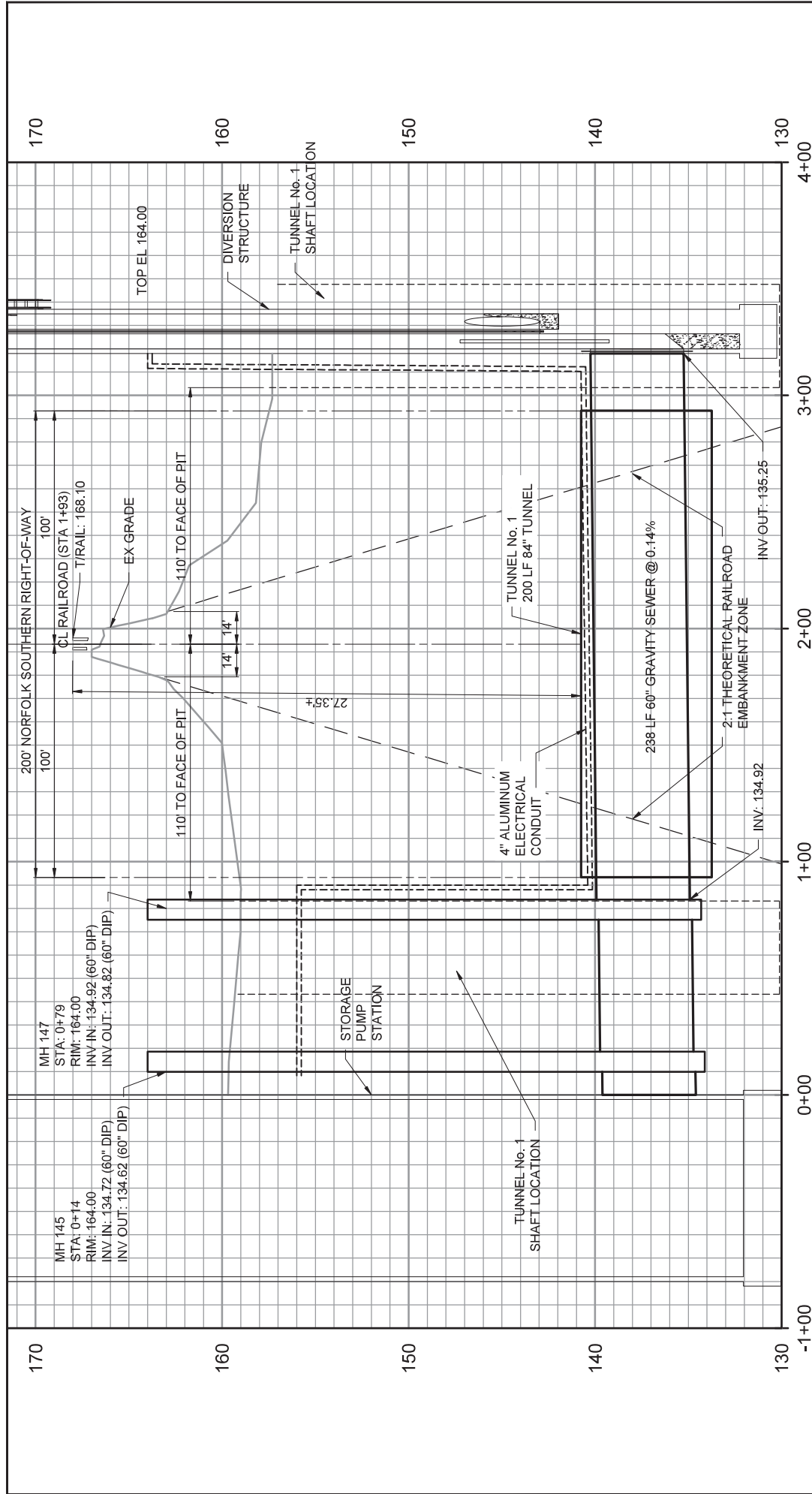
1"=100'-0"

Hazen

HAZEN AND SAWYER
1122 LADY STREET, SUITE 1230
COLUMBIA, SOUTH CAROLINA 29201

CITY OF COLUMBIA
CRANE CREEK WET-WEATHER STORAGE
CIP No. SS7560

60-INCH GRAVITY SEWER RAILROAD CROSSING PLAN VIEW



Hazen

HAZEN AND SAWYER
1122 LADY STREET, SUITE 1230
COLUMBIA, SOUTH CAROLINA 29201

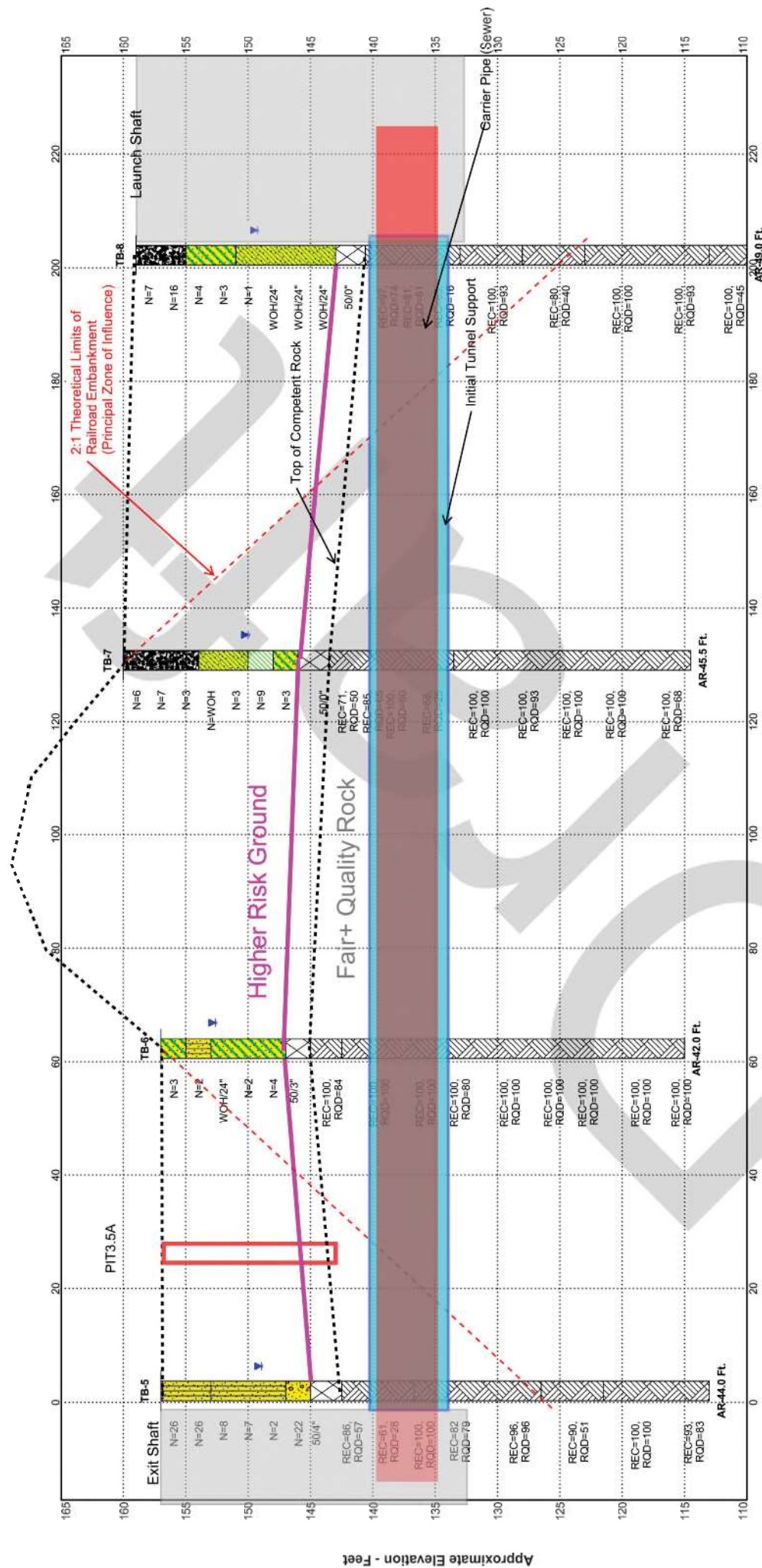
PROFILE - 60" OVERFLOW GRAVITY SEWER

HORIZONTAL: 1"=40' VERTICAL: 1"=5'

NOTE:
PIPELINE CROSSING TO BE INSTALLED AND MAINTAINED WITH THE LAST APPROVED
AMERICAN RAILWAY ENGINEERING AND MAINTENANCE OF WAY ASSOCIATION
SPECIFICATIONS FOR PIPELINES CONVEYING FLAMMABLE AND NON-FLAMMABLE
SUBSTANCES.

CITY OF COLUMBIA
CRANE CREEK WET-WEATHER STORAGE
CIP No. SS7560

60-INCH GRAVITY SEWER
RAILROAD CROSSING
PROFILE VIEW



Distance Along Baseline - Feet

Explanation

TB-5

Borehole Number	LL PL	Lithology	Borehole Termination
✓			AR BT
■			
□			

Moisture Content — %w
Sampling (General Notes)

Water Level Reading at time of drilling
Water Level Reading after drilling

Content	Borehole
1	1
2	2
3	3
4	4
5	5
6	6
7	7
8	8
9	9
10	10
11	11
12	12
13	13
14	14
15	15
16	16
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100	100

[illegible]

Borehole AR

BT — Termination

Water Level Reading

at time of drilling

Water Level Reading

Bullup jells

10

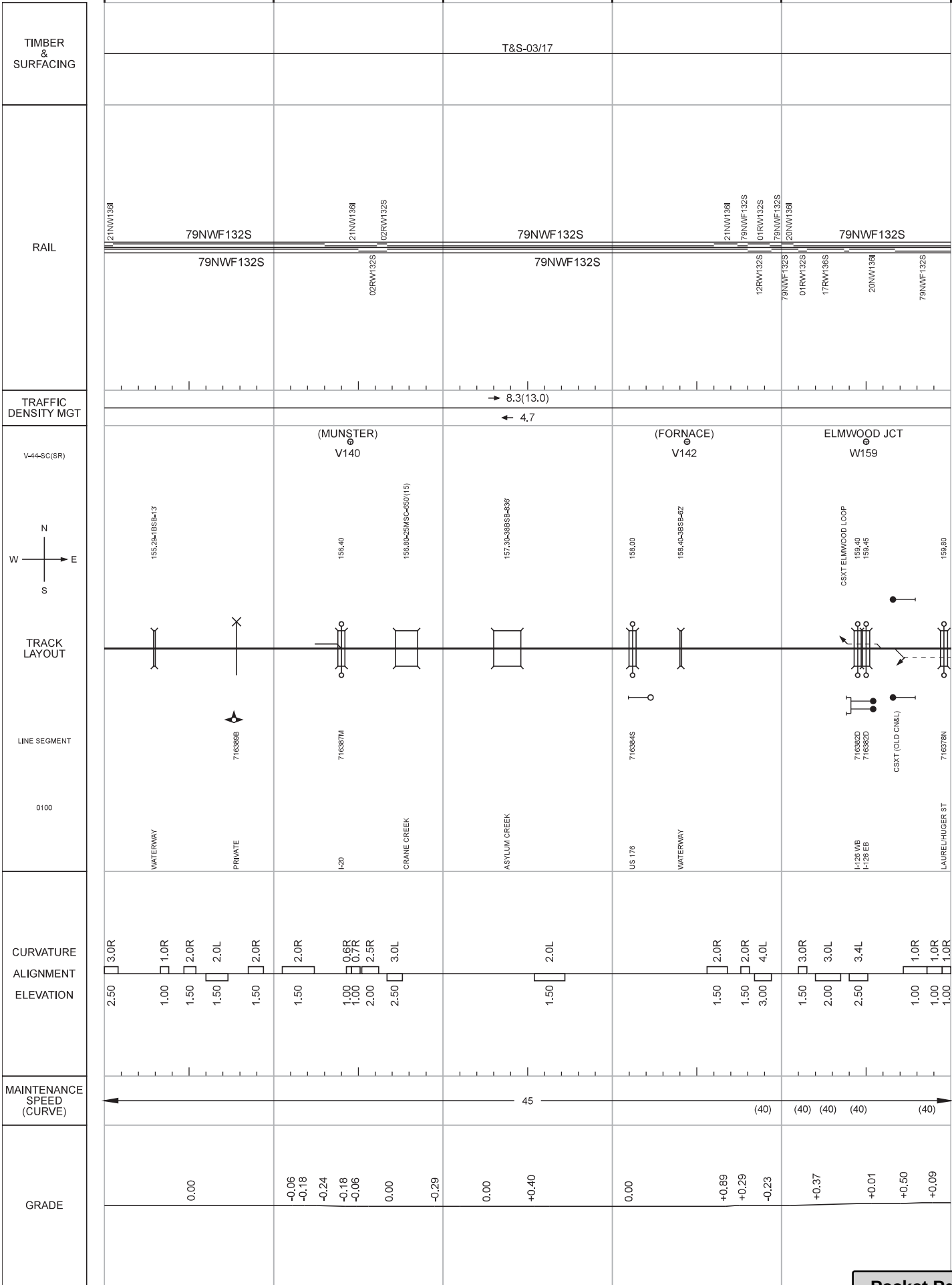
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1





We Are Columbia

MEETING DATE: September 5, 2023

DEPARTMENT: Procurement and Contracts

FROM: Shannon Lizewski, Director

SUBJECT: 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.

REQUISITION NO.: R223045; R223047; R223622,R224335

**FUNDING SOURCE &
ORIGINAL BUDGET:**

CLEAN WATER 2020?: No

PURPOSE:

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>				
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 Mary, 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

ATTACHMENTS:

- **#a:** Memo.Misc.Renewals(PDF)
- **#b:** Columbia Fire Uniforms (PDF)
- **#c:** Signed Mod Form R223045 County Fire Uniforms (PDF)
- **#d:** Signed Mod Form R223047 City Fire Uniforms (PDF)
- **#e:** Support Services Renewal APPROVED - 23017685 - City of Columbia 1190570 R30-MAY-23 Quote(PDF)
- **#f:** Workforce Subscription APPROVED - 23017685 - Q-172233-20230615 SID 6109747 (PDF)
- **#g:** UKG Telesteaff Oct 2023 to Oct 2024 renewal approved (PDF)
- **#h:** CentralSquare CPD RMS Invoice (PDF)

Contract Amendment #1

Class A/B Fire Uniforms

BID026-21-22

Wright Johnston

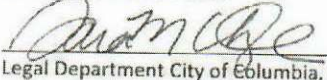
August 10, 2023

Description of Change: Request change in Agreement for services between the City of Columbia (City) and Wright Johnston (Vendor) to provide Fiscal Year 23-24 funding in the amount of \$64,800.00 (incl. taxes) for City and County Fire Department uniform services.

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

This Change is Acceptable:

APPROVED AS TO FORM


 Legal Department City of Columbia, SC
 08/10/2023

Name of Firm

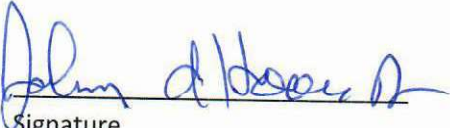
Wright Johnston

City of Columbia

Office of the City Manager

Johnny Hoover Jr
 Print Name

Teresa Wilson, City Manager


 Signature

 Signature

8-21-23
 Date

 Date

 Witness



Support Services Quote

Page 1 of 2

Payment Terms: Net 30 Days
Currency: USD
Customer PO Number:

Quote Type: Renewal
Customer: CITY OF COLUMBIA
Solution ID: 6109747
Contract #: 1190570 R30-MAY-23
Date: 06-JUN-2023
Prepared by: Sydney Margolis / US PublicSector3

Bill To: THE CITY OF COLUMBIA
PO BOX 147
COLUMBIA SC 29217
UNITED STATES

Ship To: CITY OF COLUMBIA
1136 WASHINGTON ST
2ND FL, SUITE 202/204
COLUMBIA SC 29201-6217
UNITED STATES

Contact: ERIC GOODWILL
Email: ecgoodwill@columbiasc.net

CONTRACT SUMMARY

Contract Period: 28-SEP-2023 - 27-SEP-2024

Description	Support Services	Estimated Tax	Subtotal
Equipment Support Services	48,331.25	0.00	48,331.25
Educational Services	6,610.52	0.00	6,610.52
Total	54,941.77	0.00	54,941.77

Annualized Contract Value: 54,792.14

The Annualized Contract Value is the value of the contract if all services are priced for 365 days. The Annualized Contract Value does not include estimated tax. Please note that this quote may include services priced for prorated periods.

IMPORTANT NOTES

This order entered into between the Customer and Kronos Incorporated, a UKG company is subject to the terms and conditions of the Master Agreement Reference #18220 dated March 18th, 2019 between the Lead Agency (acting as "Owner") and Kronos Incorporated (as the "Contractor") (collectively referred to as the "US Communities Agreement #18220").

Support Services are subject to applicable taxes. The tax amount shown on this quote is only an estimate. The actual tax due will be reflected on the invoice.

THE CITY OF COLUMBIA

Signature: _____

Name: _____

Title: _____

Date: _____

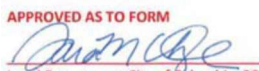
KRONOS INCORPORATED

Signature: _____

Name: _____

Title: _____

Date: _____

APPROVED AS TO FORM

Legal Department City of Columbia, SC
07/20/2023

Support Services Quote

Page 2 of 2

Payment Terms: Net 30 Days
Currency: USD
Customer PO Number:

Quote Type: Renewal
Customer: CITY OF COLUMBIA
Solution ID: 6109747
Contract #: 1190570 R30-MAY-23
Date:
Prepared by: Sydney Margolis / US PublicSector3

Bill To: THE CITY OF COLUMBIA
 PO BOX 147
 COLUMBIA SC 29217
 UNITED STATES

Ship To: CITY OF COLUMBIA
 1136 WASHINGTON ST
 2ND FL, SUITE 202/204
 COLUMBIA SC 29201-6217
 UNITED STATES

Contact: DEFAULT EMAIL CONTACT
Email: accountspayable@columbiasc.net

EQUIPMENT SUPPORT SERVICES

Line	Support Service Level	Covered Product	Quantity	Start Date	End Date	Duration (days)
1	Depot Exchange	Data Collection: InTouch	91	28-SEP-2023	27-SEP-2024	366
2	Depot Exchange	Options: InTouch	91	28-SEP-2023	27-SEP-2024	366

	Support Services	Estimated Tax	Subtotal
Equipment Support Services	48,331.25	0.00	48,331.25

EDUCATIONAL SERVICES

Line	Support Service Level	Covered Product	License Count	Start Date	End Date	Duration (days)
1	Ed Services Subscription	KNOWLEDGE PASS		28-SEP-2023	27-SEP-2024	366

	Support Services	Estimated Tax	Subtotal
Educational Services	6,610.52	0.00	6,610.52



RENEWAL ORDER FORM

Quote#: Q-172233
Expires: 26 Jun, 2023

Order Type: Renewal
Date: 15 Jun, 2023

Bill To: THE CITY OF COLUMBIA
PO BOX 147
COLUMBIA, SC 29217 USA

Ship To: CITY OF COLUMBIA
1737 MAIN ST
COLUMBIA, SC 29201-2819 USA

Bill To Contact:

Payment Terms: Net 30 Days
Customer PO Number:
Renewal Term: 12 months
Billing Frequency: Annual
Billing Type: Advance

Currency: USD
Solution ID: 6109747

Contract Summary

Contract Period Start Date: 9/25/2023 12:00:00 AM

Contract Period End Date: 9/24/2024 12:00:00 AM

Total Price: USD 123,554.96

The Total Price is the total billable amount (pre-tax) for the contract period listed above.

Annualized Contract Value: USD 123,554.40

The Annualized Contract Value is the value of the contract if all services are priced for 365 days. The Annualized Contract Value does not include estimated tax. Please note that this quote may include services priced for prorated periods.



SaaS Application

Product Name	Duration	Quantity	Monthly Total	Total Price
WORKFORCE EMPLOYEE V8 SAAS	12	200	USD 0.00	USD 0.00
WORKFORCE MOBILE EMPLOYEE V8 SAAS	12	200	USD 0.00	USD 0.00
WORKFORCE TIMEKEEPER V8 SAAS	12	200	USD 982.09	USD 11,785.11
WORKFORCE EMPLOYEE V8 SAAS	12	1,350	USD 0.00	USD 0.00
WORKFORCE TIMEKEEPER V8 SAAS	12	2,450	USD 8,795.53	USD 105,546.33
WORKFORCE MANAGER V8 SAAS	12	20	USD 0.00	USD 0.00
WORKFORCE MANAGER V8 SAAS	12	350	USD 0.00	USD 0.00
WORKFORCE ABSENCE MANAGER V8 SAAS	12	200	USD 281.22	USD 3,374.59
WORKFORCE ABSENCE MANAGER V8 SAAS	12	2,450	USD 0.00	USD 0.00
KRONOS ENTERPRISE ARCHIVE V8 SAAS	12	200	USD 34.61	USD 415.33
KRONOS ENTERPRISE ARCHIVE V8 SAAS	12	2,450	USD 0.00	USD 0.00
WORKFORCE INTEGRATION MANAGER V8 SAAS	12	200	USD 0.00	USD 0.00
WORKFORCE INTEGRATION MANAGER V8 SAAS	12	2,450	USD 0.00	USD 0.00
WORKFORCE INTEGRATION MANAGER V8 TO TELESTAFF SAAS	12	1	USD 0.00	USD 0.00
WORKFORCE MOBILE MANAGER V8 SAAS	12	20	USD 0.00	USD 0.00
WORKFORCE ACTIVITIES V8 SAAS	12	50	USD 67.60	USD 811.20
WORKFORCE MANAGER V8 SAAS	12	10	USD 135.20	USD 1,622.40
WORKFORCE MOBILE MANAGER V8 SAAS	12	10	USD 0.00	USD 0.00
Total Price				USD 123,554.96

IN WITNESS WHEREOF, the parties have caused this Order to be executed by their authorized representatives and shall be effective as of the date of the last signature below.

CITY OF COLUMBIA**Kronos Incorporated**

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

The monthly price on this Order has been rounded to two decimal places for display purposes. As many as eight decimal places may be present in the actual price. Due to the rounding calculations, the actual price may not display as expected when displayed on your Order. Nonetheless, the actual price on your invoice is the true and binding total for this Order for purposes of amounts owed for the term.

APPROVED AS TO FORM


Legal Department City of Columbia, SC

07/20/2023



RENEWAL ORDER FORM

Quote#: Q-186904
Expires: 09 Sep, 2023

Order Type: Renewal
Date: 10 Aug, 2023

Bill To: THE CITY OF COLUMBIA
PO BOX 147
COLUMBIA, SC 29217 USA

Ship To: CITY OF COLUMBIA
1737 MAIN ST
COLUMBIA, SC 29201-2819 USA

Bill To Contact:

Payment Terms: Net 30 Days
Customer PO Number:
Renewal Term: 12 months
Billing Frequency: Annual
Billing Type: Advance

Currency:USD
Solution ID: 6105391

Order Notes:

This order entered into between the Customer and Kronos Incorporated is subject to the terms and conditions of the Master Agreement Reference #18220 dated March 18th, 2019 between the Lead Agency (acting as "Owner") and Kronos Incorporated (as the "Contractor") (referred to as the "US Communities Agreement #18220").

Contract Summary

Contract Period Start Date: 10/26/2023 12:00:00 AM

Contract Period End Date: 10/25/2024 12:00:00 AM

Total Price: USD 88,108.26

The Total Price is the total billable amount (pre-tax) for the contract period listed above.

Annualized Contract Value: USD 88,126.80

The Annualized Contract Value is the value of the contract if all services are priced for 365 days. The Annualized Contract Value does not include estimated tax. Please note that this quote may include services priced for prorated periods.



SaaS Application

Product Name	Duration	Quantity	Monthly Total	Total Price
UKG TELESTAFF ENTERPRISE BUNDLE V7.4+ SAAS	12	1,030	USD 7,342.36	USD 88,108.26
Total Price				USD 88,108.26

IN WITNESS WHEREOF, the parties have caused this Order to be executed by their authorized representatives and shall be effective as of the date of the last signature below.

THE CITY OF COLUMBIA**Kronos Incorporated**

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

The monthly price on this Order has been rounded to two decimal places for display purposes. As many as eight decimal places may be present in the actual price. Due to the rounding calculations, the actual price may not display as expected when displayed on your Order. Nonetheless, the actual price on your invoice is the true and binding total for this Order for purposes of amounts owed for the term.

APPROVED AS TO FORM


Legal Department City of Columbia, SC

08/24/2023



Invoice

Invoice No (1 of 1)
386048

Date
6/30/2023

Page
1 of 3

Tritech Software Systems, a CentralSquare Company
1000 Business Center Drive
Lake Mary, FL 32746

Billing Inquiries: Accounts.Receivable@centralsquare.com

Bill To
Columbia Police, SC
Frieda Bates
1 Justice Square
Columbia SC 29201-3165
United States

Ship To
Columbia Police, SC
Frieda Bates
1 Justice Square
Columbia SC 29201-3165
United States



2233204

Customer No	Customer Name	Customer PO #	Currency	Terms	Due Date
15750	Columbia Police, SC		USD	Net 30	7/30/2023

Description	Units	Rate	Extended
Contract No. Q-128597			
1 RMS Workstation Software Annual Maintenance Fee - Annual Maintenance Fee RMS Server with 94 RMS Licenses Maintenance: Start:7/1/2023, End: 6/30/2024	1	\$33,615.43	\$33,615.43
2 RMS Workstation Software Annual Maintenance Fee - Annual Maintenance Fee Enterprise RMS Test/Training Environment Maintenance: Start:7/1/2023, End: 6/30/2024	1	\$2,108.26	\$2,108.26
3 Mobile CAD Interface Annual Maintenance Fee - Annual Maintenance Fee 150 Mobile Licenses Maintenance: Start:7/1/2023, End: 6/30/2024	1	\$56,250.00	\$56,250.00
4 Mobile CAD Interface Annual Maintenance Fee - Annual Maintenance Fee 26 Additional Mobile Licenses Maintenance: Start:7/1/2023, End: 6/30/2024	1	\$10,187.13	\$10,187.13
5 Inform CAD Integrated Solution Annual Maintenance Fee - Annual Maintenance Fee 22 Additional Mobile Licenses Maintenance: Start:7/1/2023, End: 6/30/2024	1	\$9,075.44	\$9,075.44
6 Inform CAD Integrated Solution Annual Maintenance Fee - Annual Maintenance Fee 2 Additional Mobile Licenses Maintenance: Start:7/1/2023, End: 6/30/2024	1	\$825.06	\$825.06
7 Inform CAD Integrated Solution Annual Maintenance Fee - Annual Maintenance Fee 33 Additional Mobile Licenses Maintenance: Start:7/1/2023, End: 6/30/2024	1	\$13,613.12	\$13,613.12
8 Inform CAD Integrated Solution Annual Maintenance Fee - Annual Maintenance Fee 3 Additional Mobile Licenses Maintenance: Start:7/1/2023, End: 6/30/2024	1	\$1,240.95	\$1,240.95



Invoice

Invoice No (1 of 1)
386048

Date
6/30/2023

Page
2 of 3

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Columbia SC 29201-3165
United States

Customer No	Customer Name	Customer PO #	Currency	Terms	Due Date
15750	Columbia Police, SC		USD	Net 30	7/30/2023

	Description	Units	Rate	Extended
9	Inform CAD Integrated Solution Annual Maintenance Fee - Annual Maintenance Fee 4 Additional Mobile Licenses Maintenance: Start:7/1/2023, End: 6/30/2024	1	\$1,650.08	\$1,650.08
10	Inform CAD Integrated Solution Annual Maintenance Fee - Annual Maintenance Fee 30 Additional Mobile Licenses Maintenance: Start:7/1/2023, End: 6/30/2024	1	\$8,658.67	\$8,658.67
11	Inform FBR Server Software Annual Maintenance Fee - Annual Maintenance Fee FBR Server and 218 FBR Licenses Maintenance: Start:7/1/2023, End: 6/30/2024	1	\$9,416.84	\$9,416.84
12	Inform FBR User Annual Maintenance Fee - Annual Maintenance Fee 22 Additional FBR/RMS Licenses Maintenance: Start:7/1/2023, End: 6/30/2024	1	\$4,964.71	\$4,964.71
13	Inform FBR Server Software Annual Maintenance Fee - Annual Maintenance Fee 30 Additional FBR/RMS Licenses Maintenance: Start:7/1/2023, End: 6/30/2024	1	\$4,783.04	\$4,783.04
14	Inform FBR User Annual Maintenance Fee - Annual Maintenance Fee 2 Additional FBR/RMS Licenses Maintenance: Start:7/1/2023, End: 6/30/2024	1	\$451.35	\$451.35
15	Inform FBR User Annual Maintenance Fee - Annual Maintenance Fee 4 Additional FBR/RMS Licenses Maintenance: Start:7/1/2023, End: 6/30/2024	1	\$902.67	\$902.67
16	Inform RMS State Publisher Annual Maintenance Fee - Annual Maintenance Fee Vision RMS SCIEX Repository Maintenance: Start:7/1/2023, End: 6/30/2024	1	\$1,396.68	\$1,396.68



Invoice

Invoice No (1 of 1)
386048

Date
6/30/2023

Page
3 of 3

Tritech Software Systems, a CentralSquare Company
1000 Business Center Drive
Lake Mary, FL 32746

Billing Inquiries: Accounts.Receivable@centralsquare.com

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Frieda Bates
1 Justice Square
Columbia SC 29201-3165
United States

Customer No	Customer Name	Customer PO #	Currency	Terms	Due Date
15750	Columbia Police, SC		USD	Net 30	7/30/2023

	Description	Units	Rate	Extended
17	Inform CAD Integrated Solution Annual Maintenance Fee - Annual Maintenance Fee Remote Support Connectivity Maintenance: Start:7/1/2023, End: 6/30/2024	1	\$494.32	\$494.32
18	Inform CAD Integrated Solution Annual Maintenance Fee - Annual Maintenance Fee 14 Additional Mobile Licenses Maintenance: Start:7/1/2023, End: 6/30/2024	1	\$5,589.61	\$5,589.61
19	Inform CAD Integrated Solution Annual Maintenance Fee - Annual Maintenance Fee 2 Additional Mobile Licenses Maintenance: Start:7/1/2023, End: 6/30/2024	1	\$783.63	\$783.63
20	Inform CAD Integrated Solution Annual Maintenance Fee - Annual Maintenance Fee 2 Additional Mobile Licenses Maintenance: Start:7/1/2023, End: 6/30/2024	1	\$783.63	\$783.63

Please include invoice number(s) on your remittance advice,
made payable to Tritech Software Systems

Subtotal \$166,790.62

Tax \$0.00

ACH:
Routing Number 121000358
Account Number 1416612641
E-mail payment details to: Accounts.Receivable@CentralSquare.com

Invoice Total \$166,790.62

Payments Applied \$0.00

Check:
12709 Collection Center Drive
Chicago, IL 60693

Balance Due \$166,790.62



We Are Columbia

MEETING DATE: September 5, 2023

DEPARTMENT: Procurement and Contracts

FROM: *Shannon Lizewski, Director*

SUBJECT: 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.

REQUISITION NO.: R223680

FUNDING SOURCE & ORIGINAL BUDGET: 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.

CLEAN WATER 2020?: No

PURPOSE:

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:

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.

Contract Amendment #4 is requested to provide Fiscal Year 23-24 funding for Municipal Separate Storm Sewer System (MS4) Support Services. This is the second of four additional one-year options to renew services.

ATTACHMENTS:

- **#a:** Council Memo (PDF)
- **#b:** Signed PO Mod Form MS4 Services Woolpert (PDF)
- **#c:** Signed Contract Amendment 4 MS4 Support Services Woolpert (PDF)

Municipal Separate Storm Sewer System (MS4) Support Services

RFP010-20-21

Woolpert, Inc.

August 8, 2023

Description of Change: Request change in Agreement for Engineering Services between the City of Columbia (City) and Woolpert, Inc. (Engineer) executed July 26, 2021 (Agreement) to provide Fiscal Year 23-24 funding for municipal separate storm sewer system support services.

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

Current and Proposed Change and Basis for Payment:

Original Contract Amount (Term from August 3, 2021 to August 2, 2022; Purchase Order# P190071):	\$533,707.00
Amendment #1 (Time Extension from August 3, 2022 to August 2, 2023; Purchase Order# P190071):	\$00.00
Contract Amendment #2 (Funding Increase; Purchase Order# R218216):	\$532,291.00
Contract Amendment #3 (Time Extension from August 3, 2023 to August 2, 2024; Purchase Order# P196104):	\$00.00
Current Contract Amount:	\$1,065,998.00
This Contract Amendment #4 (Funding Increase; Requisition# R223680):	\$574,480.00
Revised Contract Amount:	\$1,640,478.00

This Change is Acceptable:**Name of Firm**

Woolpert, Inc.

City of Columbia

Office of the City Manager

Jason P. Johns

Print Name



Signature

8/10/2023

Date

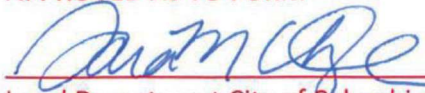
Teresa Wilson, City Manager

Signature

Date

Witness

APPROVED AS TO FORM


 Legal Department City of Columbia, SC
 08/10/2023

SCOPE OF SERVICES

City of Columbia, SC MS4 Program Support

Project Name:	City of Columbia MS4 Program Support
Project Number:	10008788.001
Watersheds Monitoring:	Gills Creek, Lower Saluda, Congaree, and Broad
Estimated Project Start Date:	August 2023
Estimated Project End Date:	July 2024
Project Duration:	12 months
Project Total Fee:	\$574,480

Project Understanding

In response to the MS4 stormwater permitting requirements, the City of Columbia began the implementation of its sampling and continuous stormwater monitoring program in 2012. Since the program's inception in the Gills Creek watershed, the monitoring program has expanded into the Kinley Creek, Rocky Branch, and Smith Branch watersheds. It has developed into a valuable real-time network incorporating various water quality sensors, rainfall gauges, stage/flow information, remote telemetry, and supplementary manual grab sampling. This program allows the City to thoroughly evaluate in-stream water quality, identify potential pollutant sources within or entering City limits, and assess long-term improvements in water quality due to the implementation of various BMPs. In addition, the rainfall and stream stage data provide further ancillary benefits, including data for floodplain model calibration, spill tracking, construction site permitting requirements, and emergency response. The following tasks highlight the proposed scope of services to operate and maintain the continuous water quality, stream stage, and rainfall stations for Gills Creek, Kinley Creek, Rocky Branch, and Smith Branch, as well as MS4 program support.

Task 1- Operation and Maintenance

Proper maintenance and calibration of equipment is necessary to ensure reliable and accurate data. This task includes **monthly site visits** by Woolpert personnel to maintain **the nine (9) water quality monitoring stations, two (2) additional flow monitoring stations**, and associated hardware/sensors for **twelve (12) months**.

The site visits include:

- inspections of the electronic equipment inside the enclosure,
- inspections of station hardware,
- removal of debris/pests,
- retrieval of the sondes,
- confirmation of sufficient power supply,
- inspection of the rain gauges (when needed),
- vegetation maintenance,
- installation of multi-parameter sondes, and
- documentation of field observations.

Calibrations

Before retrieving the multi-parameter water quality sondes (sondes) for calibration, Woolpert will check the weather forecast to ensure that the sensors will not be removed from the field when a significant rain event is forecasted for the



greater Columbia area. Each sonde will be calibrated following the manufacturer's recommendations, which occurs every four (4) to six (6) weeks. After retrieving the sondes, the sensors on each sonde will be cleaned and calibrated at the Woolpert office according to the manufacturer's recommendations. This task will include calibrating **sensors for pH, conductivity, temperature, turbidity, and dissolved oxygen (DO)**. When necessary, Woolpert will continue to conduct preventative maintenance activities on the optical sensors and O-ring replacement on all other ports to prolong the life and maintain the sensor's accuracy. After successfully calibrating the sensors, the sondes will be redeployed at each station. During routine calibration, the sensors may be out of the water for up to 72 hours.

In addition to the sondes, Woolpert will clean and field verify the calibration of the nine (9) City-owned tipping bucket rain gauges (TB-4) using two different rainfall intensities. The field verification will be conducted approximately every 6-months or sooner if a significant event is forecasted. Woolpert will also calibrate and maintain the City's Cyclops 7F tryptophan fluorometer and the additional tryptophan sensors to be purchased and installed under this scope of work. Woolpert anticipates calibrating the tryptophan sensors on a quarterly basis in the office; however, monthly checks of the calibration using a solid secondary standard will be performed.

Operational Maintenance

This task will include a maximum of **twenty-four (24) unscheduled site visits** to any of the nine (9) water quality monitoring stations and the two (2) additional stream stage and flow monitoring stations to address obvious maintenance needs. These needs include addressing buried sensors, sensors that have fouled or likely need maintenance, rain gauges where funnels or siphons have become clogged with debris, and/or pressure sensor calibration for the SonTek IQ flow meters.. Woolpert will document the maintenance needs in a site-specific maintenance logbook or digital format. Installing replacement sensors and sondes at the existing monitoring locations, in addition to minor station repairs is covered under this task. Under this Operation and Maintenance task, Woolpert's staff will maintain the cellular modems and data logger's firmware and operating systems.

Real-time Data Observations

Woolpert will provide daily observations of field conditions via the project website (workdays only). All recorded field data will be transmitted at a predefined interval, via the cellular modems, to a dedicated server. Woolpert will also host the data and maintain a secure website for the City and Woolpert's use with various graph templates to view the real-time data. Woolpert will monitor recorded field data each workday during the deployment period. The data hosting effort will help identify any potential problems as they occur and reduce the potential for inaccurate water quality/rainfall reporting over significant periods. Costs associated with this task include a monthly data hosting fee for the use, maintenance, and updates of software/hardware needed for real-time data observations and quality control services provided by Woolpert staff. Woolpert will also utilize its IT staff members to back up the data routinely and patch the server with necessary updates, to maintain security. Additionally, Woolpert will maintain and expand Esri dashboards to improve efficiencies and convey near-real-time information to City staff.

Task 2- Reporting

Monitoring Data Evaluations

Useable data is the lifeblood of any monitoring program, and variation in measurement processes impairs the quality of the obtained and reported data. This task includes **monthly evaluation of the continuously collected water quality data** from each of the nine (9) water quality monitoring stations using systematic processes that provide confidence in a measurement process's ability to achieve its intended outcome. During this process, Woolpert will identify pollutant concentrations that appear unusual or fluctuate out of normal ranges and note any questionable data to be further analyzed or potentially removed from the final dataset based upon field observations during maintenance activities. Woolpert will document sensor drift corrections, equipment inventory, and calibration logs for each of the nine (9) sondes. Metadata associated with any data corrections will be kept as part of the time-series data.

Monthly Monitoring Site Summaries

After conducting the monthly evaluation of the continuously collected data, Woolpert will provide the City with **monthly site summaries** for all nine (9) monitoring stations. These summaries will be in a format that will allow the City to post the graphical data and summaries to their website for the public to view. Upon completing the data collection process over the 12-month period for all nine (9) monitoring stations, descriptive statistics for the grab sample data and each continuously measured field parameter will be calculated and provided.

Flow and Velocity Data Corrections

In addition to the water quality data, Woolpert will review and correct flow and velocity data from all four (4) monitoring locations that contain SonTek IQs. Continuously collected stream velocity and flow data will be corrected on a quarterly basis and maintained in a time-series database. The corrected data will be provided to the City in a Microsoft Excel spreadsheet (.xlsx or .csv) for hydrologic and hydraulic model calibration or validation, when requested. Woolpert will continue the development of the regression equations for *E. coli* and calculate site-specific annual loadings after discussion and approval from the City.

Task 3- Grab Sampling

Included in this scope of services are various sampling and monitoring tasks requested by the City.

MS4 Permit Sampling

The City's grab sample monitoring program is conducted for the pollutant of concern listed in any promulgated TMDLs or on an appropriate surrogate. Additional parameters are also monitored to aid in the assessment of ambient water quality conditions. This task includes near-daily weather tracking for **collecting manual grab samples over a twelve-month period for each of the nine (9) monitoring sites**. This task will require the use of a SCDHEC certified laboratory and detailed coordination during a potential approaching storm. **Up to four (4) samples will be collected for TP, TN, TSS, and *E. coli* during eight (8) storm events**, pending appropriate weather conditions (**target of two (2) events/season**), at each of the nine (9) water quality monitoring stations. In addition to the four (4) parameters previously listed and in response to a monitoring station listed as impaired for (lead) Pb within the City's MS4 boundary, hardness and (Pb) will be collected at Gil A, Gil B (SCDHEC monitoring station C-001), and Gil C (SCDHEC monitoring station C-017) during each sampling event. The samples will be spaced based on the anticipated duration of stormwater runoff. However, the amount of time for collecting samples during each event will be heavily influenced by inclement or dangerous weather conditions, pollutant holding times, and laboratory staff availability. Woolpert will collect additional dry weather and wet weather samples at Roc B to further develop and validate the tryptophan fluorometer and in-stream *E. coli* concentration regression. Woolpert will establish a subcontract agreement with Rogers and Callcott, a local small business and SCDHEC certified laboratory, to provide the analytical services for this contract. Invoices from the laboratory will be passed directly through on Woolpert invoices to the City during months where the laboratory services were used on the project.

Dry Weather Checks

Woolpert will assist the City with their NPDES MS4 permit (the Permit) requirement to identify and detect illicit discharges. Woolpert will perform dry weather (less than 0.1 inch of precipitation within 72 hours) checks on outfalls identified by the City during this contract. Woolpert anticipates using a two-person field crew for up to 65 hours to assess and track potential illicit discharges and document them in an electronic database. If dry weather flow or evidence of intermittent flow is present, Woolpert will record the observations in a database and report the flows to the City at the end of the dry weather screening process. Woolpert will not be responsible for tracking any dry weather flows to their source(s) and will not produce illicit discharge detection and elimination (IDDE) reports for SCDHEC as a part of this task.

Industrial General Permit – Compost Facility Sampling

Under Section 6.2.4.2.b of the Industrial General Permit (IGP) (Discharges to impaired waters with an EPA approved or established TMDL), the City of Columbia Compost Facility (Facility) is required to sample for both DO and fecal indicator bacteria (*E. coli*) not less than four (4) times per 12-month period at the monitored outfall. Benchmark monitoring is required for the Facility under Subpart C – Sector C1 – Chemical and Allied Products Manufacturing and Refining (SIC Code

2875). Benchmark monitoring must be conducted quarterly at the monitored outfall. Sample collections must be analyzed for the required parameters: nitrate plus nitrite nitrogen, total lead, total zinc, and phosphorus. Additionally, TSS and hardness will be sampled at the monitored outfall quarterly. The TSS and hardness concentration is necessary to calculate the partitioning coefficient required to compare the sampled lead concentration to the permit's benchmark limitations.

Tryptophan *E. coli* Regression Development

Following the success of building a regression relating tryptophan to *E. coli* loading at the lower Rocky Branch monitoring station (Roc B), Woolpert will assist the City in developing a tryptophan regression relating tryptophan concentrations to *E. coli* loading at up to three (3) additional sites. Woolpert will collect routine *E. coli* samples at up to three (3) additional stations during dry and wet conditions. Data will be used to build a statistical model relating tryptophan and *E. coli* to calculate *E. coli* loading at these locations.

Task 4 – Stage and Flow Monitoring

Continued Rating Curve Development

Stream discharge is a crucial component of the City's loading calculation at each of the water quality stations and is calculated by creating and maintaining a rating curve, which is the relationship between stream stage and individual point discharge measurements at various stages. Because of the flashiness of the urban streams in Columbia, the boundary conditions continue to change, and continuous flow measurements are necessary to ensure the accuracy of calculated loading rates. Stream cross-sections and flow rates will be collected at the pressure transducer at each monitoring station. At monitoring locations where an acoustic doppler current meter is not present, collected data will be added to the model to refine the rating curve (i.e., stage versus flow rate). Because of the stream flashiness, the City utilizes instruments to calculate continuous flow (SonTek IQs and one (1) RQ30) at four (4) locations. This task includes the collection of flow data using three (3) SonTek IQs, one (1) RQ30, and additional flow measurements at specific monitoring locations. These efforts are essential for calculating pollutant mass loadings and assessing the potential improvement of water quality from various types of best management practices.

The pressure transducers and equipment locations were last surveyed in August 2017 by a professional land surveyor. With the increased use of the continuous stream and flow data, it is recommended that the stations are re-surveyed to validate accuracy. In this task, Woolpert will work with a local surveyor to validate the water surface elevation readings and previously installed benchmarks at each of the monitoring stations.

It is recommended that up to three (3) measurements be taken at Gil A and Gil C monitoring stations during the contract period. Additional discharge measurements may be needed if channel dimensions were drastically altered by the historic rain event. At Smi B, a maximum of four (4) measurements will be taken to develop a rating curve. This will include up to two (2) low-flow and two (2) high-flow measurements. Smi A will utilize the stage vs. discharge relationship already developed by the USGS, which maintains its stream gauge station upstream of the City's Smi A monitoring station. Continued rating curve development will occur at each of the water quality stations in the Kinley Creek watershed with two (2) measurements. Additionally, each of the stations along Rocky Branch will receive up to one (1) validation measurement. Emphasis will be put on capturing measurements at stages previously not captured.

Planned Measurements at Each Monitoring Station

Station ID	Number of Measurements	Station ID	Number of Measurements	Station ID	Number of Measurements	Station ID	Number of Measurements
Gil A	3	Gil B	0	Gil C	3	Smi A	0
Kin A	2	Kin B	2	MLK	1	Smi B	4
Cookout	2	Roc A	1	Roc B	1		

After collecting additional flow measurements, the stage-discharge rating curves will be updated, and the number of flow measurements may be adjusted based on the rating curve stability.

Task 5 MS4 Permit Negotiations

Woolpert anticipates that the second cycle MS4 Permit will not be issued during this 12-month scope of work; however, due to the recent MS4 audit, it is likely that SCDHEC will begin developing the MS4 permit during this contract period. Work included as part of this Task includes strategy meetings, negotiation meeting preparation, negotiation meetings with EPA and/or SCDHEC, and permit revisions. This task includes approximately 150 labor hours split between various Woolpert staff to assist with the MS4 Permit negotiations. If additional work is needed for this task, upon request by the City, a portion of the On-Call Services fee may be used to fund this task.

Task 6 Audit Assistance

Woolpert does not anticipate a SCDHEC audit during this scope of work.

Task 7 Annual Report Preparation and Stormwater Management Plan Updates

Part V. Monitoring and Reporting Requirements of the City's Permit requires the City to submit annual reports that provide an update regarding activities the City has performed during the previous year that meet requirements for each component of the Permit and that highlight the effectiveness of the SWMP. This task includes up to 120 hours per year of Woolpert's assistance with compiling the City of Columbia's comprehensive SCDHEC annual report, which will be completed in time for the City to review before the finalized report is delivered to SCDHEC. Woolpert will also update the City's Stormwater Management Plan (SWMP) and recommend areas for improvement.

Annual Report Development

Woolpert will request specific data from the City to minimize the time required to complete the report. Woolpert will organize the content and sections of the report to mirror the sections in the Permit and Woolpert will ensure that the information provided meets permit requirements. If there is missing data, Woolpert will provide reminders to City staff to complete the sections necessary for permit compliance. Once the appropriate information has been gathered, a draft report will be created and delivered to the City for review. This task includes a two-hour meeting with the City to review the draft report. Woolpert will prepare the final report to deliver to SCDHEC once the report has been signed by a City representative.

Water Quality Parameter Analysis Annual Report Section

As part of the City's monitoring summary for SCDHEC's annual report preparation, Woolpert will prepare a statistical analysis for all water quality parameters, including *E. coli* data, and will summarize these data in a supporting narrative. A part of the report summary will consist of study area descriptions, methods used, results, and trend analysis for each of the stations, as well as detailed seasonal and/or base flow/storm flow analysis among the nine (9) water quality monitoring stations.

Stormwater Management Plan Updates

During the compilation of the Annual Report, Woolpert will conduct the annual review of the SWMP. During this review the SWMP will be updated to reflect any changes from the previous year and will be adjusted to account for any schedule changes for the following years. With the collaborative Woolpert/City roles, the SWMP update will require a remote meeting to validate the final SWMP.

Task 8 – Industrial Assistance

In 2019, Woolpert re-evaluated what the City previously determined as "industrial" activity and compared it with state regulations. Woolpert had numerous facilities removed from the industrial runoff program, reducing the need to perform training for those facilities. This task involves preparing Industrial Program training material, updating the City's compost



facility Stormwater Pollution Prevention Plan (SWPPP), and providing training on how to update SWPPPs to City staff. Additionally, this task includes site assessment training and recommendations that may come from the SCDHEC 2022 MS4 audit.

Industrial Training Material Development

During the COVID-19 pandemic, training internal and external personnel became challenging; however, advancements in technology allowed for adaptable solutions. As required by the City's Permit, the City is to train personnel internally and externally that are a part of industrial activities within the City's MS4 on pollution prevention and good housekeeping measures. Woolpert anticipates assisting the City with updating training material that can be used to meet the Industrial Runoff and Good Housekeeping permit requirements. Woolpert will help with the development of training aids that comply with regulatory requirements and conduct training for City personnel if requested. Woolpert will provide 50 hours of service to assist with training needs over this scope of work.

Compost Facility SWPPP Updates and Training

The new IGP was issued on May 26, 2022 (effective date July 1, 2022). Woolpert will review the previously updated SWPPP for the Compost facility to maintain compliance. The City's Annual Report has identified the need for City staff to be better trained on reviewing and revising the City's Compost Facility SWPPP and performing inspections to identify potential pollutant sources within City facilities. Woolpert will provide up to 40 hours of service to assist with the training and Compost Facility SWPPP updates.

Task 9 - On-call Services

A general consulting fee has been added to the fee estimate to account for unforeseen situations that may occur that require consultation between City and Woolpert staff. Woolpert anticipates that this task may include, but is not limited to:

- Floodplain management assistance
- Checking within City annexed areas for MS4 compliance
- Development of operational dashboards
- Participation in the Three Rivers Watershed Based Group
- Research and implementation of machine learning tools
- Development of a comprehensive monitoring strategy
- Purchase of replacement equipment

Periodically, during the work order period, unanticipated tasks may arise requiring Woolpert's assistance. The fee amount assigned to Task 9 will be used to assist with any stormwater, flooding, or water quality-related tasks assigned by the City. Additional fees may be requested from the City depending on the amount of work required to complete each assigned task.

Task 10 – Project Management

This project will require routine project management needs such as project setup, scheduling, team meetings, client correspondence, team management, and invoicing. This task also includes sub-consultant management, monthly client meetings, and the development of additional scopes of services that the City may request.

Reimbursable Expenses

Expenses requiring reimbursement include, but are not limited to, analytical expenses from the laboratory, monitoring equipment, monthly data hosting, one (1) year of calibration solutions, sonde parts/replacements, assorted equipment maintenance supplies, and mileage or work truck fees. Since the current 6-series multi-parameter sonde support will end in 2023, Woolpert has included the purchase of two (2) multi-parameter sondes in the reimbursable expenses. This will allow the City to adapt to new technology that can be used to assess sanitary sewer influence in-stream. The reimbursable



expenses are, in part, determined by quotes Woolpert receives from sub-consultants hired to perform work encompassed by this scope of services. The reimbursable expense contained in the Fee Estimate is subject to change based on final quotes received by Woolpert. Reimbursable expenses can be used to address stakeholder interests. There is no markup on reimbursable expenses.

Assumptions / Notes

Woolpert staff will make every effort to sample two (2) storm events/season, but this task is contingent upon appropriate rainfall and safe weather conditions. It should also be noted that snowmelt and smaller rainfall events will be avoided if possible due to a lack of sufficient runoff. Woolpert will also attempt to avoid rainfall events that would cause the City to incur overtime billing rates from the laboratory.

Data Hosting

Woolpert's data hosting responsibilities are intended to ensure that data is stored in such a manner as to permit access by the City and interested and affected parties as designated by the City. Woolpert's data hosting responsibilities are:

- a) Install, maintain, and operate software on a dedicated server to host data from each monitoring and sampling station. This responsibility shall include customary maintenance of the software and associated servers during normal business hours which are defined as 8:00 AM to 5:00 PM EST/EDT, Monday through Friday, and not including the following holidays- New Year's Day, MLK Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, and the day after, and Christmas Day.
- b) Program modems at each monitoring station to call the server at selected intervals with appropriate phone numbers and routing information.
- c) Provide training in a timely manner to the City on the access of the data, including changes and/or upgrades to the system.
- d) Provide coordination between vendors and various Woolpert personnel to develop an IP address and web page to display the field data. Each station will be set up on the web page for viewing purposes, and various security levels will be set up to maintain data security
- e) Designate, by name or position a representative who shall act as the Woolpert Data Hosting Coordinator and designate one backup representative.

Data posted to the Woolpert-hosted web page will be raw data and will not have any quality control routines or checks prior to posting. Each individual user of the real-time data will be responsible for any quality control processes before use. Woolpert does not warrant the accuracy of the real-time data and shall not be responsible for any use of such data.



Fee Estimate

Task Description	Fee Estimate
Task 1 Operation and Maintenance - Field Inspections - Sensor/Sonde Calibration - Data Oversight – daily observations - Rain Gauge Calibration Check - Unscheduled Maintenance - AquaTROLL Installation	\$ 95,945
Task 2 Reporting - Monthly Data Corrections / QC - IQ Data Corrections - Descriptive Statistics - Monthly Charts and Memos	\$ 98,720
Task 3 Grab Sampling - Weather Tracking - Laboratory Coordination - Sample Collection	\$ 62,290
Task 4 Stage and Flow Monitoring - Continuous Flow Monitoring using IQs - Stage Discharge Rating Curve Checks and Updates	\$ 45,360
Task 5 MS4 Permit Negotiations - Strategy Meeting and Negotiation Meeting Preparation - Negotiation Meeting (1) with EPA/SCDHEC	\$ 30,880
Task 6 Audit Assistance - Not Anticipated During this Contract Period	\$----
Task 7 Annual Report Preparation and SWMP Updates - Information Gathering - Report Development - Report Review Meeting	\$ 41,835
Task 8 Industrial Assistance - Industrial Training Preparation and Assistance - Compost Facility SWPPP Update	\$ 10,830
Task 9 On Call Services - General Consulting	\$ 40,000
Task 10 Project Management - Project Meetings - Client Correspondence - General Project Management	\$ 46,775
Project Subtotal:	\$ 472,635
Reimbursable Expenses¹:	\$ 101,845
Project Total:	\$ 574,480

¹ See Attachment 2 for a cost breakdown for reimbursable expenses. There is no markup on reimbursable expenses.

Attachment 2 – Reimbursable Expenses

Reimbursable Expenses	Unit Cost	Quantity	Unit	Total
Data Hosting	\$30.00	11	Per site per month	\$2,970.00
Laboratory Fees for 12 months	\$3,800	10	Per site	\$38,000.00
Travel Mileage	\$0.625	800	miles	\$500.00
Woolpert Truck	\$85	75	day	\$6,375.00
Preventative Maintenance	\$375	7	each	\$2,625.00
Misc. Field and Installation Equipment	\$2,000	1	Total	\$2,000.00
Rental Rate for S5	\$500	4	each	\$2,000.00
Rental Rate for Flow Tracker	\$150	7	each	\$1,050.00
Calibration Solutions (Sp Cond., pH, Turbidity) - 12 months	\$1,500	1	each	\$1,500.00
Laboratory Supplies	\$400	1	year	\$400.00
EXO DO Cap	\$240	7	year	\$1,680.00
EXO pH Module	\$210	7	each	\$1,470.00
EXO Central Wiper Brush	\$85	7	year	\$595.00
Rain Gauge Station (CR350, Enclosure, TB4)	\$3,500	1	each	\$3,500.00
Tryptophan Sensor (Cyclops 7F)	\$4,400	3	each	\$13,200.00
ZebraTech Hydro Wiper	\$1,550	3	each	\$4,650.00
AquaTroll 600 multi-Parameter Sonde 0-9m	\$4,395	2	each	\$8,790.00
Temperature/Specific Conductivity Sensor	\$815	2	each	\$1,630.00
Turbidity Sensor	\$1,095	2	each	\$2,190.00
pH/ORP sensor	\$795	2	each	\$1,590.00
RDO X (Dissolved Oxygen Sensor)	\$1,095	2	each	\$2,190.00
Central Wiper	\$1,195	2	each	\$2,390.00
In-Situ Cable	\$275	2	Each	\$550.00
Reimbursable Expense Total Fee:				\$101,845.00

NOTE: Costs are round up or down to the nearest dollar.

Approximate Project Schedule²

Task Number	Task Description	Approximate Start Date	Approximate End Date
Task 1	Operation and Maintenance	August 2023	July 2024
Task 2	Reporting		
Task 3	Grab Sampling		
Task 4	Stage and Flow Monitoring		
Task 5	MS4 Permit Negotiations	August 2023	July 2024
Task 6	Audit Assistance		
Task 7	Annual Report Preparation and SWMP Updates	January 2024	July 2024
Task 8	Industrial Assistance	August 2023	July 2024
Task 9	On Call Services	August 2023	July 2024
Task 10	Project Management	August 2023	July 2024

² It is anticipated that this scope of services will require approximately **12 months** from notice to proceed to complete. However, the completion of the scope tasks is highly dependent on the frequency of rainfall events that occur during the project schedule timeframe.



We Are Columbia

MEETING DATE: September 5, 2023

DEPARTMENT: Procurement and Contracts

FROM: *Shannon Lizewski, Director*

SUBJECT: 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.

REQUISITION NO.: R208166

FUNDING SOURCE & ORIGINAL BUDGET: 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.

PURPOSE:

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.

Contract Amendment #3 is requested to provide funding for the design of a pedestrian bridge and construction phase services.

ATTACHMENTS:

- **#a:** Professional Services CA MT Memo SS7568 Saluda FM Extension CA 3 (PDF)
- **#b:** CA#3 Stantec SS7568 Saluda River FM Ext (PDF)
- **#c:** PO Modification CA#3 SS7568 Stantec (PDF)
- **#d:** MOU - CoC and West Cola (PDF)



We Are Columbia

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

FROM: Mr. Clint Shealy, Assistant City Manager, Columbia Water
Mr. Jeff Palen, Assistant City Manager/Chief Financial Officer
ACM for the Department of Procurement and Contracts

DATE: August 15, 2023

Subject: Recommendation for Approval
Amendment No. 3 – Stantec Consulting Services, Inc.
SS7568 – Saluda River Force Main Extension

The Department of Procurement and Contracts in coordination with Columbia Water respectfully request your review and approval of the Contract Amendment No. 3 with Stantec Consulting Services, Inc. to provide funding for design of a pedestrian bridge to support the extended force main in collaboration with City of West Columbia and construction phase services for the first phase of the project. The amount of Contract Amendment No. 3 is \$1,269,031.00

The purpose of this project is to extend the Saluda River Force Main across the Saluda River and upsize a portion of the gravity sewer downstream of the new force main outfall. During design it was discovered that the City of West Columbia was interested in constructing a pedestrian bridge in the project area and willing to allow the force main to reside on the bridge. After several coordination calls it was decided to include the bridge design in Stantec's existing contract with the City of Columbia. A memorandum of understanding between the City of Columbia and City of West Columbia frames the collaborative agreement. To accommodate the pedestrian bridge design while prioritizing overall schedule the project was split into two phases; this contract amendment includes construction administration services for the initial phase.

This Project is a Clean Water 2020 project with Consent Decree clauses with no Liquidated Damages.

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

Contract Amendment #3**14.b**

SS7568 Saluda River Force Main Extension

RFQ011-16-17-NMJ

Stantec Consulting Services, Incorporated

July 21, 2023

Description of Change: Request change in Agreement for Engineering Services between the City of Columbia (City) and Stantec Consulting Services, Incorporated (Engineer) executed December 3, 2020 (Agreement) for the following:

- Provide funding for Phase I construction administration services.
- Provide funding for Phase II alternative analysis, design and permitting for a pedestrian bridge over the Saluda River (with force main attached).

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

Current and Proposed Change and Basis for Payment:

Original Contract Amount (Term December 11, 2020 – June 10, 2023; Purchase Order# P187179):	\$446,350.00
Contract Amendment #1 (Cost Increase/Addition; Purchase Order# P187179):	\$92,595.00
Contract Amendment #2 (Time Extension from June 11, 2023 to June 1, 2025; Purchase Order# P187179):	\$00.00
Current Contract Total:	\$538,945.00
This Contract Amendment #3 (Contract Increase/Addition; Purchase Order# P187179):	\$1,269,031.00
Revised Contract Amount:	\$1,807,976.00

This Change is Acceptable:**Name of Firm**

Stantec Consulting Services, Incorporated

City of Columbia

Office of the City Manager

APPROVED AS TO FORM

 Legal Department City of Columbia, SC
 07/21/2023

Becky HachenburgTeresa Wilson, City Manager

Print Name

Digitally signed by Becky
Hachenburg

Date: 2023.07.26 11:12:04

Signature

-04'00'

Signature

7/26/23

Date

Date

Witness



We Are Columbia

MEETING DATE: September 5, 2023

DEPARTMENT: Procurement and Contracts

FROM: *Shannon Lizewski, Director*

SUBJECT: 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.

REQUISITION NO.: R222564

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

CLEAN WATER 2020?: No

One (1) bid was received for Screening, Grit and Sludge Hauling, and Container Rental BID002-23-24-SJS.

ATTACHMENTS:

- **#a:** Bid Tabulation BID002-23-24-SJS (PDF)
- **#b:** BID002-23-24-SJS Contract (PDF)

1 Septage Receiving Station

Supplier	QTY	UOM	Estimated	Price	Extended	Supplier Notes
Waste Management of SC INC	1	Cost per ye		\$38,200.00	\$38,200.00	

2 Preliminary Treatment Facility

Supplier	QTY	UOM	Estimated	Price	Extended	Supplier Notes
Waste Management of SC INC	1	Cost per ye		\$107,900.00	\$107,900.00	

3 Dewatered Facility

Supplier	QTY	UOM	Estimated	Price	Extended	Supplier Notes
Waste Management of SC INC	1	Cost per ye		\$1,159,260.00	\$1,159,260.00	

1	
	Manufacturer Manufacturer #

2	
	Manufacturer Manufacturer #

3	
	Manufacturer Manufacturer #

City of Columbia and Waste Management of South Carolina, Inc.
Screening, Grit and Sludge, and Container Rental



CONTRACT FOR GOODS and/or SERVICES

This Contract is being awarded under BID002-23-24-SJS.

PURPOSE – This Contract is entered into as of the date of the last signature affixed hereto, by and between the City of Columbia, South Carolina (hereinafter referred to as the “City”) and Waste Management of South Carolina, Inc., with legal address and principal place of business at 1929 Rush Road (hereinafter referred to as the “Contractor”), to provide Screening, Grit and Sludge Hauling, and Container Rental services .

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

1. **SCOPE OF GOODS AND/OR SERVICES** – Upon written notification by the City to proceed, the Contractor shall provide the goods and/or services more fully described in Exhibit A, attached hereto.
2. **SUPPLEMENTAL OR ADDITIONAL GOODS AND/OR SERVICES** – The City may require supplemental or additional goods and/or services of the Contractor or recommended by the Contractor and approved by the City in writing.

The Contractor must obtain written approval from the City for any supplemental or additional goods and/or services prior to the work being performed. If the Contractor fails to obtain prior written approval to perform the work, the City is under no obligation to compensate the Contractor for goods and/or services performed.

TERM OF CONTRACT – The initial contract term is anticipated to begin in August 2023 and continue through June 30, 2024 with the option to extend for four (4) additional one (1) year periods according to the specifications, terms and conditions provided herein. The total contract term shall not extend beyond June 30, 2029. All prices will remain in effect throughout term of contract.

The decision whether to renew the Agreement, upon written request, shall be the sole and exclusive discretion of the City and neither party shall be under any obligation to agree to a renewal of the initial term or any additional term. The determination to renew the initial term and any subsequent extension periods may be made no later than 90 days prior to the end date of each period.

City of Columbia and Waste Management of South Carolina, Inc.
Screening, Grit and Sludge, and Container Rental

The Contractor agrees that the Goods and/or services shall be prosecuted regularly, diligently and uninterruptedly and at such rate of progress as will insure full completion thereof within the period of performance stated above. It is expressly understood and agreed, by and between Contractor and Owner, that the period of performance is reasonable for the completion of the goods and/or services outlined herein.

3. **TERMINATION** - The City may terminate the contract at any time upon any of the following grounds: 1) Failure by the City to appropriate funds in its budget to pay the respondent for the requested service; 2) The respondent fails to perform any of the goods and/or services required in the contract, and does not correct such deficiency within fifteen (15) days after having been notified of such deficiency by the City; 3) force majeure; 4) Upon expiration of the term of the agreement; 5) by mutual agreement; and 6) For the convenience of the City, at the City's discretion, for any reason whatsoever deemed to be in the best interests of the City.

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

4. **TERMINATION DUE TO UNAVAILABILITY OF FUNDS** - Payment and performance obligations for succeeding fiscal periods shall be subject to the availability and appropriation of funds therefore. When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period, the contract shall be canceled. In the event of a cancellation pursuant to this paragraph, contractor will be reimbursed the resulting unamortized, reasonably incurred, nonrecurring costs. Contractor will not be reimbursed any costs amortized beyond the initial contract term.
5. **SCHEDULE FOR COMPLETION OF GOODS AND/OR SERVICES** – The Contractor shall complete any and all goods and/or services performed under this Contract under the direction of the Columbia Water Division.
6. **COMPENSATION** – (Exhibit B)
 - A. The compensation to be paid by the City to the Contractor under this Agreement, shall no exceed One Million, Three Hundred Five Thousand, Three Hundred-Sixty Dollars and Zero Cents (\$1,305,360.00).

City of Columbia and Waste Management of South Carolina, Inc.
Screening, Grit and Sludge, and Container Rental

- B. The Contractor shall be paid upon submission of properly certified invoices to the City of Columbia Accounting Division, P.O. Box 147, Columbia, S.C. 29217. At the prices stipulated on the contract at the time the order is placed, after delivery and acceptance of goods, less deductions if any, as provided, invoices shall contain the Contract Number and Purchase Order Number. The City of Columbia will not pay invoices submitted from a third party. Invoices shall be submitted by the company shown on the Purchase Order.

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

- C. ☐ Annual Cost Adjustment Annual Cost Adjustment If, during the performance of this Contract, the cost of the services significantly increases, through no fault of the Seller, the Seller may request a price increase. If recommended by the project manager and approved by the Owner, the approved price increase will be effective upon the next renewal date of the Contract. As used herein, a significant cost increase shall mean an increase in the current Consumer Price Index (CPI) from either the date of this Contract or a previous Annual Cost Adjustment, whichever is later. The amount of the Annual Cost Adjustment shall be equal to the percentage increase in the (CPI), rounded to two decimal places, and shall be applied equally to the unit price of each item of work in the Schedule of Values, beginning with the first application for payment subsequent to the next annual renewal of the Contract. Final approval of price increase must be approved by the City Manager, City Council and/or an authorized designee.
- D. ☐ Annual Price Adjustment (Material Cost) If, during the performance of this contract, the cost of materials significantly increases, through no fault of the seller, the price of this contract shall be equitably adjusted by an amount reasonably necessary to cover any such significant increase in the cost of material(s). As used herein, a significant cost increase shall mean any increase in cost of materials exceeding 20% experienced by seller from the date of the contract signing. Such increase in material costs shall be documented through quotes, invoices, or receipts. Where the delivery of materials delayed, through no fault of the seller, as a result of the shortage or unavailability of the materials, seller shall not be liable for any additional costs or damages associated with such delay(s). Final approval of price increase must be approved by the City Manager, City Council and/or an authorized

City of Columbia and Waste Management of South Carolina, Inc.
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7. SPECIFIC TERMS AND CONDITIONS PURSUANT TO BID002-23-24-SJS.

Contractor agrees, under the terms as outlined in the Scope of Goods and/or services and at his/her/their own proper cost and expense, to furnish all the materials, supplies, equipment, labor, insurance and any other accessories, items and/or goods and/or services necessary to complete the said project.

8. MISCELLANEOUS

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

The Contractor shall furnish and its Subcontractors shall furnish all information and reports required hereunder.

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

City of Columbia and Waste Management of South Carolina, Inc.
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Amendments are executed in writing, signed by a duly authorized representative of both organizations, and approved, where applicable, by the City's governing body.

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

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

"Anything of value" includes, but is not limited to, lodging, transportation, entertainment, food, meals, beverages, money, gifts, honorariums, discounts and interest-free loans.
- K. In carrying out the service, the Contractor shall not discriminate against any employee or applicant for employment because of that employee or applicant's age, sex, gender, gender

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identity or expression, sexual orientation, race, religion, creed, color, disability, national origin, veteran or military status, political affiliation, or any other characteristic protected by federal, state, or local laws (“protected characteristic”). The Contractor shall take affirmative steps to ensure equal employment opportunities for all applicants for employment, without regard to their protected characteristics. For the purpose of this Non-Discrimination in Contracting Policy, the term “sex” includes medical needs and / or lactation needs arising from pregnancy, childbirth, or related medical conditions pursuant to the South Carolina Pregnancy Accommodations Act, 2018 S.C. Act No. 244. This Non-Discrimination in Contracting Policy extends to all aspects of the Contractor operations, including, but not limited to the Contractor employment practices (including selection, hiring, assignment, re-assignment, training, promotion, transfer, compensation, layoff, leave of absence, return from layoff or leave of absence, discipline, and termination); selection of volunteers and vendors, and provision of goods and/or services. The Contractor 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 Non-Discrimination in Contracting Policy. The Contractor shall incorporate the provisions of this Non-Discrimination in Contracting Policy in all subcontracts for service work.

- L. This Agreement shall be binding upon the respondent and upon its successors and assignees. This Agreement shall be binding upon the City in accordance with its terms and provisions.
- M. All of the reports, information, data, records or documents of any kind, prepared or assembled by the Contractor under this Agreement are matters of public record, but that the Contractor agrees that they shall only be made available to any individual or organization by the City and the Contractor shall not make them available to any individual or organization without the prior written approval of the City.

City of Columbia and Waste Management of South Carolina, Inc.
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Witness the parties' respective hands and seals on the date first written below.

CITY OF COLUMBIA, SOUTH CAROLINA

Witness Teresa Wilson, City Manager Date: _____

WASTE MANAGEMENT OF SOUTH CAROLINA, INC.

Print Signature Date: _____

City of Columbia and Waste Management of South Carolina, Inc.
Screening, Grit and Sludge, and Container Rental

List of Exhibits

Exhibit A – Statement of Work

Exhibit B – Cost Sheet (Compensation)

Exhibit A Statement of Work

A. PLANT LOCATIONS OF CONTAINER RENTAL

Septage Receiving Station: Septage Screenings (Dewatering Box)

Preliminary Treatment Facility: Combined Screenings & Grit (Roll Off Dumpster)

Dewatering Facility: Sludge (Roll Off Dumpster)

B. SPECIFICATIONS OF HAULING EQUIPMENT (per Location)

1. LOCATION 1: SEPTAGE RECEIVING STATION

Screenings from Septage Haulers

- a. The City of Columbia will not use any damaged containers and shall notify the Contractor of the damaged containers. Contractor will be responsible for exchanging/repairing damaged containers. All repairs or exchanges must be completed before 5:00 PM on the day of notification. The City of Columbia will reject any container that does not meet the minimum of the following specifications at CONTRACTOR's cost.
- b. 10 cubic yard Dewatering Box.
- c. Minimum of two (2) wheels on the bottom for better mobilization
- d. Dewatering box must be fitted with two (2) ball valves with cam fittings to fit 2" hose for proper drainage.
- e. Ball valves must be located on one end closest to the where drainage will enter the Headworks Facility.
- f. Screen size for the Dewatering box is ¾" expandable metal.
- g. Watertight, rubber sealed tail gate to prevent leakage for the use in transport of waste from the WWTP to the landfill.
- h. CONTRACTOR must provide a back-up plan to ensure the City of Columbia will have enough empty cans to continue their operation if CONTRACTOR have issues on their end (i.e. driver shortages, landfill disposal issues, etc.)
- i. CONTRACTOR must have two (2) dewatering boxes available for the Septage Receiving Station at all times. One (1) dewatering box will be IN USE at the

Station and the other one (1) must be brought to the facility when the IN USE box is hauled to the landfill for disposal. The dewatering box must arrive PREWASHED or the City of Columbia will reject the container at CONTRACTOR's cost. Prewashing shall ensure that the container is clean and free of debris/refuse. The dewatering function of the box shall be fully functional and free of debris/refuse preventing proper operation.

- j. The CONTRACTOR shall be solely responsible for the condition of its equipment. All equipment shall be properly maintained. Only equipment in good working condition as judged by the City of Columbia is acceptable. The City of Columbia may reject pieces of equipment found to be in unsatisfactory condition or performing unsatisfactory work. In the event of any rejection by the City of Columbia, the CONTRACTOR must remove the unsatisfactory equipment and replace it with good and acceptable equipment immediately at CONTRACTOR's cost.
- k. The City of Columbia will not be responsible for loss or damage of any equipment or property owned or operated by the CONTRACTOR, its agents, or employees on or off City property, CONTRACTOR shall provide insurance to cover City of Columbia's use of CONTRACTOR's equipment in the same manner and at the same level as for the CONTRACTOR.
- l. CONTRACTOR will move and stage all Dewatering Boxes per City of Columbia Septage Receiving Station personnel.
- m. CONTRACTOR shall provide sound containers that are structurally sound in every way and constructed to prevent leakage or spillage of any kind while in the process of dumping, storage, or transit.
- n. Each container shall be appropriate for the screenings containment and equipped with covers during transport (canvas or suitable alternative material).
- o. The CONTRACTOR shall provide the City of Columbia with a list of identification numbers, tare weights, and maximum legal load limit for all wastewater bio-solids hauling containers and trucks being utilized under this contract. The CONTRACTOR shall conspicuously mark each unit with the maximum legal

weight of the unit when loaded and a corresponding "full load" indicator OUTSIDE the container to guide loading. The CONTRACTOR must provide the City of Columbia photos of all containers at the start of the contract. Additionally Contractor is to provide the City of Columbia pictures of the containers every six (6) months until the termination of the contract.

- p. Dewatering boxes at the Septage Receiving Station must be hauled to the landfill for disposal at least once per week, and more, if needed.
- q. The CONTRACTOR shall submit landfill manifests with ticket number and "Septage Receiving Station" clearly written or stated on manifests and invoices for every haul.

2. LOCATION 2: PRELIMINARY TREATMENT FACILITY

Combined Screenings and Grit

- a. The City of Columbia will not use any damaged containers and shall notify the Contractor of the damaged containers. Contractor will be responsible for exchanging/repairing damaged containers. All repairs or exchanges must be completed before 5:00 PM on the day of notification. The City of Columbia will reject any container that does not meet the minimum of the following specifications at CONTRACTOR's cost.
- b. 20 cubic yard Roll Off Container.
- c. Four (4) wheels on the bottom for better mobilization.
- d. A hook on the front of the Roll Off Container must be provided for better mobilization and must be structurally sound to move.
- e. CONTRACTOR shall provide a sealed and lined WATERTIGHT container at the WWTP for the use in transport of the combined screenings & grit collection from the WWTP to the disposal site. CONTRACTOR shall ensure that containers are structurally sound in every way and constructed to prevent leakage or spillage of any kind while in the process of dumping, storage, or transit.
- f. Plastic liners shall be provided by the CONTRACTOR for each Roll Off Container.
- g. CONTRACTOR must provide four (4) Roll Off Containers on site for the Preliminary Treatment Facility at all times. Two (2) Roll Off Containers will be

IN USE at the Facility at all times and the other two (2) containers must be left at the facility for change outs.

- h. The CONTRACTOR shall be solely responsible for the condition of its equipment. All equipment shall be properly maintained. Only equipment in good working condition as judged by the City of Columbia is acceptable. The City of Columbia may reject pieces of equipment found to be in unsatisfactory condition or performing unsatisfactory work. In the event of any rejection by the City of Columbia, the CONTRACTOR must remove the unsatisfactory equipment and replace it with good and acceptable equipment immediately at CONTRACTOR's cost.
- i. The City of Columbia will not be responsible for loss or damage of any equipment or property owned or operated by the CONTRACTOR, its agents, or employees on or off City property, CONTRACTOR shall provide insurance to cover City of Columbia's use of CONTRACTOR's equipment in the same manner and at the same level as for the CONTRACTOR.
- j. CONTRACTOR will move and stage all Roll Off Containers per City of Columbia Operation's personnel.
- k. Each container shall be appropriate for the combined screenings and grit containment. **Containers must be equipped with a tarp system for transportation (canvas or suitable alternative material). The tarp system must provide for transportation and rain protection on site. The system shall be removable when the container is being filled. A maximum of 5% of the open surface of the container can remain obstructed (95% must be open, free and clear).** Supporting structures have to be installed in a manner as to avoid disturbance of the screening/grit conveyance chutes.
- l. The CONTRACTOR shall provide the City of Columbia with a list of identification numbers, tare weights, and maximum legal load limit for all wastewater bio-solids hauling containers and trucks being utilized under this contract. The CONTRACTOR is responsible for ensuring that no container is transported above its legal weight according to DOT regulations. The CONTRACTOR may utilize the City of Columbia's hauler scale located on site to check the weight of any

questionable load. City staff shall be responsible for removing any excess material from an overfilled container required to achieve the legal DOT weight.

- m. Roll Off Containers at the Preliminary Treatment Facility must be hauled to the landfill for disposal when the roll off container is full or as needed when specified by City personnel.
- n. The CONTRACTOR shall submit landfill manifests with ticket number and “Preliminary Treatment Facility” clearly written or stated on manifests and invoices for every haul.

3. LOCATION 3: DEWATERING FACILITY

Dewatered Sludge

- a. The City of Columbia will not use any damaged containers and shall notify the Contractor of the damaged containers. Contractor will be responsible for exchanging/repairing damaged containers. All repairs or exchanges must be completed before 5:00 PM on the day of notification. The City of Columbia will reject any container that does not meet the minimum of the following specifications at CONTRACTOR’s cost:
 - b. 25 cubic yard Roll Off Container.
 - c. Four (4) wheels on the bottom for better mobilization.
 - d. A bar across the top and a hook on the bottom of the Roll Off Container must be provided for better mobilization and must be structurally sound to move.
 - e. CONTRACTOR shall provide a sealed and lined WATERTIGHT container at the WWTP for the use in transport of the dewatered sludge collection from the WWTP to the disposal site. CONTRACTOR shall ensure that containers are structurally sound in every way and constructed to prevent leakage or spillage of any kind while in the process of dumping, storage, or transit.
 - f. Plastic liners shall be provided by the CONTRACTOR for each Roll Off Container.
 - g. CONTRACTOR must provide twenty (20) Roll Off Containers on site for the Dewatering Facility from Monday 8:00 AM to Friday 5:00 PM. **Twenty (20) empty containers will be left on site by end of the Truck Driver(s) work day.** Contractor shall provide twenty-five (25) roll off containers on site Friday 5:00 PM to Monday 8:00 AM unless the City has notified the contractor that process has

been suspended. The City will notify the Contractor within 48 hours for planned shutdowns or as soon as possible for unexpected interruptions. The five (5) weekend containers cannot be staged onsite at all times. The additional containers must be removed (full or empty) not later than Tuesday at 5:00 PM. The CONTRACTOR shall ensure that, at minimum, all full Roll Off Containers as of 08:00 AM Monday through Friday shall be taken to the landfill before close of business each day and returned to the Metro WWTP. The Contractor shall empty and return as many roll off containers as possible each Saturday.

- h. The CONTRACTOR shall be solely responsible for the condition of its equipment. All equipment shall be properly maintained. Only equipment in good working condition as judged by the City of Columbia is acceptable. The City of Columbia may reject pieces of equipment found to be in unsatisfactory condition or performing unsatisfactory work. In the event of any rejection by the City of Columbia, the CONTRACTOR must remove the unsatisfactory equipment and replace it with good and acceptable equipment immediately at CONTRACTOR's cost.
- i. The City of Columbia will not be responsible for loss or damage of any equipment or property owned or operated by the CONTRACTOR, its agents, or employees on or off City property, CONTRACTOR shall provide insurance to cover City of Columbia's use of CONTRACTOR's equipment in the same manner and at the same level as for the CONTRACTOR.
- j. CONTRACTOR will move and stage all Roll Off Containers per City of Columbia Operation's personnel. The processed dewatered wastewater bio-solids are conveyed to a wastewater bio-solids hopper for truck loading. **Vertical clearance loading access below the dewatered wastewater bio-solids hopper is approximately 15 feet.**
- k. Each container shall be appropriate for dewatered sludge containment. **Roll Off Containers must be equipped with a tarp system for transportation (canvas or suitable alternative material). The tarp system must provide for transportation and rain protection on site. The system shall be removable when the container is being filled. A maximum of 5% of the open surface of**

the container can remain obstructed (95% must be open, free and clear).

Supporting structures have to be installed in a manner as to avoid disturbance of the bio solids conveyance chute.

- l. The CONTRACTOR shall provide the City of Columbia with a list of identification numbers, tare weights, and maximum legal load limit for all wastewater bio-solids hauling containers and trucks being utilized under this contract. The CONTRACTOR is responsible for ensuring that no container is transported above its legal weight according to DOT regulations. The CONTRACTOR may utilize the City of Columbia's hauler scale located on site to check the weight of any questionable load. City staff shall be responsible for removing any excess material from an overfilled container required to achieve the legal DOT weight.
- m. Roll Off Containers at the Dewatering Facility must be hauled to the landfill for disposal Monday thru Saturday, unless the designated landfill is closed or the dewatering operations at the WWTP have been suspended, **no exceptions**.
- n. The CONTRACTOR shall submit landfill manifests with ticket number and "Dewatering Facility" clearly written or stated on manifests and invoices for every haul.

C. HAULING TRUCK SPECIFICATIONS

- a. Hauling trucks must be mechanically equipped to move, stage, and transport Dewatering Boxes and Roll Off Containers.
- b. All hauling trucks shall be equipped with a backup alarm consisting of a warning horn or beep that will activate any time the truck is in reverse. Each vehicle shall be equipped with scraper, shovel, broom, and other tools as necessary to allow the driver to clean vehicle and respond to drips or small spills.
- c. Trucks must be equipped to move low clearance Roll Off Containers at the Preliminary Treatment and Dewatering Facilities.
- d. Any damage to the City of Columbia's property (buildings, hoppers, sidewalks, curbs, staging areas, roads, etc.) that occurs in the staging and transport of the containers will be at the CONTRACTOR's expense.
- e. All Drivers must do a full walk around after loading containers to ensure area is free of spills. If hauler spills any screenings, grit, sludge, etc. the driver must clean

up immediately. If City personnel or City contractor has to clean up a spill, the CONTRACTOR will be notified of costs related to the cleanup and all cost associated with the spill will be deducted from the next CONTRACTOR invoice.

- f. The CONTRACTOR will be solely responsible for keeping the area clear as practicable and for the removal of all rubbish and debris resulting from carrying out the details of this contract.

BID002-23-24-SJS Screening, Grit and Sludge, and Container Rental

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VII. COST SHEET

Annual Charge for All Locations:

Location	Cost Per Year
Septage Receiving Station	\$38,200.00
Preliminary Treatment Facility	\$107,900.00
Dewatered Facility	\$1,159,260.00
Total (This total should be submitted to ebidcolumbiasc and Page 8)	* \$1,305,360.00



We Are Columbia

MEETING DATE: September 5, 2023

DEPARTMENT: Legal Department

FROM: *Teresa Knox, City Attorney*

SUBJECT: 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

**FUNDING SOURCE &
ORIGINAL BUDGET:**

FOCUS AREAS: Planning Together

PURPOSE:

First reading approval was given on August 15, 2023.

ATTACHMENTS:

- **#a:** 1907 Pendleton case packet (PDF)
- **#b:** 2023-098_1927_Pendleton_Encroachment (PDF)

HISTORY:

08/15/23

Columbia City Council

APPROVED ON FIRST READING.

**CITY COUNCIL
ENCROACHMENT SUMMARY
2023-098**



**1900 BLOCK OF PENDLETON STREET
ADJACENT TO 1927 PENDLETON STREET
PAVERS**

Subject Property:	Right-of-way adjacent to 1927 Pendleton Street
Council District:	2
Proposal:	The applicant is requesting an encroachment for installation and maintenance of brick pavers.
Applicant:	Ryan Maltba
Staff Recommendation:	Approval.

Detail:	The applicant is requesting an encroachment for the installation and maintenance of brick pavers adjacent to 1927 Pendleton Street, 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. 8. Any changes to the public sidewalk must meet ICC A117.1-2017 (ADA guidelines).
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City of Columbia

City of Columbia GIS

16.a



Wednesday, July 19, 2023



CITY OF COLUMBIA GIS DATA DISCLAIMER

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



Packet Pg. 212



Permanent Encroachment

Application and Checklist

Checklist for All Applications

A complete site plan application shall include the following information. Refer to the Procedures Manual for additional information about these requirements. Please initial to signify that the requested information has been provided.

	Applicant Initials	Staff Initials
A copy of this Application Checklist , completed by the applicant.	RM	RB
A completed and signed Application Form	RM	RB
Letters of Agency for all applications where the applicant is not the owner of the subject property	N/A	RB
Pictures or specification sheet of the items to permanently encroach the Right-of-way	RM	RB
Existing Site Plan Please see page 4 below for required content.	RM	RB
Proposed Site Plan Please see page 4 below for required content.	RM	RB

1 copy: min. 18 x 24 inches
or 1 digital copy (pdf
format) – may be 8 ½ inches
x 11 inches if legible

1 copy: min. 18 x 24 inches
or 1 digital copy (pdf
format) – may be 8 ½ inches
x 11 inches if legible



Permanent Encroachment

Application and Checklist

1. Applicant Information

Name Ryan Maltba	
Company (if applicable)	
Address (street, city, state, zip) 1927 Pendleton Street, Columbia, SC 29201	
Phone (803) 487-3078	Email ryanmaltba@gmail.com

2. Property Information

Address 1927 Pendleton Street, Columbia SC 29201	
Tax Map Reference Number(s) 11405-14-10	
Current use Primary Residence	Proposed use Primary Residence

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.)

I want to keep the existing ~9ft drive way down the center and add ~6 inches of brick pavers (approximately 2-3 courses) to either side to create a decorative border and reach the 10ft max width.

The upper curb and decorative driveway addition will be flush with the existing sidewalk as the existing driveway currently is. The existing street curb style will be extended into the mouth of the drive way and transition to a slanted curb once out of the street. It will be painted yellow on the corners to the same extent as it was previously.

For staff use only

Date received (M/D/Y): ____/____/____

By: _____



Permanent Encroachment

Application and Checklist

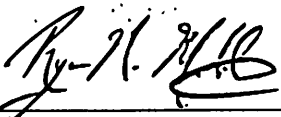
Any damage to the street or sidewalk caused by construction shall be repaired to the satisfaction of the City Manager. Improvements within the encroachment shall be maintained by the grantee at no cost to the City in a manner approved by the City Manager.

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	
	
Print Name	Date
Ryan Maltba	07/18/2023

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

WHEREAS, Ryan Maltba (hereinafter "Grantee") desires to utilize a portion 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, 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 area of the 1900 block of Pendleton Street adjacent to 1927 Pendleton Street, Richland County TMS# 11405-14-10, for the installation and maintenance of brick pavers 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.

8. Any changes to the public sidewalk must meet ICC A117.1-2017 (ADA guidelines).

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:



We Are Columbia

MEETING DATE: September 5, 2023

DEPARTMENT: Planning and Development Services

FROM: *Krista Hampton, Director*

SUBJECT: AMENDMENT TO THE UNIFIED DEVELOPMENT
ORDINANCE - Personal Services Uses

**FUNDING SOURCE &
ORIGINAL BUDGET:**

CLEAN WATER 2020?: No

PURPOSE:

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.

ATTACHMENTS:

- **#a:** Piercing_Tattoo Packet_ZPH (PDF)
- **#b:** 2023-096 - UDO Changes Sec. 17-4.2 (PDF)

HISTORY:

08/15/23

Columbia City Council

APPROVED ON FIRST READING.



CITY OF COLUMBIA

August 15th at 4:00pm

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

AMENDMENT TO THE UNIFIED DEVELOPMENT ORDINANCE

Body Piercing & Tattoo Establishments

Proposal: Request to amend the Unified Development Ordinance, Chapter 17, Article 4: Use Regulations to remove the Fort Jackson spacing requirement for body piercing and tattoo establishments

Applicant: Peter Brown, City Council District IV Representative

Staff Recommendation: City Council Sponsored

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

ZPH, 1st Reading: 08/15/2023; Pending

2nd Reading: 09/05/2023; Pending

DETAILS

The Unified Development Ordinance was adopted by City Council on August 20, 2019 and took effect on August 30, 2021. Body piercing and tattoo establishments are permitted conditionally in the MU-2, NAC, CAC, RAC, GC, MC, and LI zoning districts. The condition of approval states, “A body piercing or tattoo establishment shall be located at least 100 feet from residential zoning districts, and at least 1,000 feet from any other body piercing or tattoo establishment and the INS-FJ District.” (Fort Jackson).

Councilman Brown requested staff examine the spacing requirement for Fort Jackson after an inquiry from the owner of a potential tattoo establishment whose location was within the required 1,000 feet from the Fort, but physically separated by I-77. The requirement was included due to the understanding, at the time, of military policies that discouraged such establishments near bases. Upon researching the issue, staff became aware that, as of 2021, the Army opened a tattoo shop on base at Fort Bliss, and no longer maintained prohibitive policies related to tattoo establishments. To confirm this would not be perceived as harmful to base operations, staff consulted with Fort Jackson representatives who responded they did not object to the amendment. This amendment will not affect the other conditions and the spacing requirements for residential zoning districts and other body and tattoo establishments will remain in place.

RECOMMENDATION

Representatives from Fort Jackson support the request.

Article 4: Use Regulations**Sec. 17-4.2. Principal Uses****(c) Standards for Specific Principal Uses**

- (a) The establishment shall produce no more than 15,000 barrels or 475,000 gallons per year of ales, beers, meads, and similar beverages.
- (b) The minimum area of the eating, drinking, and entertainment area of the establishment shall be 45 percent of the total square footage of the establishment, or 1,500 square feet, whichever is greater.
- (c) Outdoor storage is prohibited. This prohibition includes the use of portable storage units, cargo containers, and tractor trailers.
- (d) Access and loading areas facing any street, adjacent residential use or residential zoning district, shall have the doors closed at all times, except during the movement of raw materials, other supplies, and finished products into and out of the building.
- (e) Crushing and fermentation operations shall be managed in such a way that byproducts are contained and disposed of in a way that does not result in spill-over impacts on adjacent property, public spaces, or public rights-of-way.

d. Personal Services Uses**1. Body Piercing or Tattoo Establishment**

A body piercing or tattoo establishment shall be located at least 100 feet from Residential zoning districts, and at least 1,000 feet from any other body piercing or tattoo establishment ~~and the INS-FJ District.~~

2. Dry Cleaning Pick Up

Any on-site cleaning shall:

- (i) Be limited to work brought in over the counter or by normal customer service delivery truck; and
- (ii) Be housed within an enclosed building.

3. Non-depository Personal Credit Institution

- (i) Non-depository personal credit institutions (payday loan and/or title loan establishments) shall comply with the following standards:
 - (a) A non-depository personal credit institution shall be at least 3,000 feet from any lot containing another non-depository personal credit institution.
 - (b) A non-depository personal credit institution shall be located in a building with at least 12,000 square feet of gross floor area.

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

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, d. Personal Services Uses is amended to read as follows:

Sec. 17-4.2 Principal Uses**d. Personal Services Uses****1. Body Piercing or Tattoo Establishment**

A body piercing or tattoo establishment shall be located at least 100 feet from Residential zoning districts, and at least 1,000 feet from any other body piercing or tattoo establishment ~~and the INS FJ District.~~

2. Dry Cleaning Pick Up

Any on-site cleaning shall:

- (i) Be limited to work brought in over the counter or by normal customer service delivery truck; and
- (ii) Be housed within an enclosed building.

3. Non-depository Personal Credit Institution

- (i) Non-depository personal credit institutions (payday loan and/or title loan establishments) shall comply with the following standards.
 - (a) A non-depository personal credit institution shall be at least 3,000 feet from any lot containing other non-depository personal credit institution.
 - (b) A non-depository personal credit institution shall be located in a building with at least 12,000 square feet of gross floor area.

Requested by:

Assistant City Manager Gentry

Approved by:

City Manager

Approved as to form:



Deputy City Attorney

Introduced:

Final Reading:

Mayor

ATTEST:

City Clerk



We Are Columbia

MEETING DATE: September 5, 2023

DEPARTMENT: Planning and Development Services

FROM: *Krista Hampton, Director*

SUBJECT: ANNEXATION, FUTURE LAND USE MAP AMENDMENT,
AND ZONING MAP AMENDMENT for 408 Piney Woods
Road and 418 Piney Woods Road; TMS#04910-01-06

**FUNDING SOURCE &
ORIGINAL BUDGET:**

CLEAN WATER 2020?: No

PURPOSE:

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.

ATTACHMENTS:

- **#a:** ANNEX-2023-0013_PineyWoods418_ZPH Case Summary_r (PDF)
- **#b:** 2023-092- Annex and Incorporate 408 and 418 Piney Woods (PDF)
- **#c:** PineyWoods418_Offer_Notice (PDF)
- **#d:** PineyWoods418_petition_r (PDF)

Action Item (ID # 8641)

Meeting of September 5, 2023

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 29201

ANNEXATION, FUTURE LAND USE MAP AMENDMENT, AND ZONING MAP AMENDMENT CASE SUMMARY

408 Piney Woods Road and 418 Piney Woods Road; TMS# 04910-01-06

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.
Applicant:	South Carolina Electric & Gas Company, n/k/a Dominion Energy South Carolina, Inc.
Staff Recommendation:	Approval
PC Recommendation:	07/13/2023; Approval (5-0)
ZPH, 1 ST Reading:	08/15/2023; Pending
2 nd Reading:	09/05/2023; Pending

CURRENT PARCEL CHARACTERISTICS/CONDITIONS

Acreage: ± 10.50 acres
Current Use: Industrial
Proposed Use: Industrial
Reason for Annexation: City Request; Primary Area
Urban Service Area: Primary
Current County Land Use Classification: Mixed Residential (High Density)
Proposed City Land Use Classification: Transportation and Utilities (TU)
Current County Zoning: Light Industrial (M-1)
Proposed City Zoning: Light Industrial District (LI)
Census Tract: 103.04

DETERMINATION FOR CITY SERVICES

The following determination is an estimate of the benefits and costs associated with the annexation of the subject property:

Police

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 utility substation and maintenance yard would be **approximately \$100 per year**, based on calls to similar 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

Solid Waste does not typically provide services to this type of development.

Engineering

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

Water Customer Care

The customer on the property 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 a Primary Area as designated in the Urban Service Area plan. The property is currently utilized as an electrical substation and utility operations/maintenance area. Estimated City real estate tax revenue is **approximately \$13,600 per year** based on the current taxable value of the 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 is Transportation & Utilities (TU) in the *Columbia Compass: Envision 2036* Future Land Use Map. The property is currently assigned a future land use of Mixed Residential (High Density).

Refer to attached land use classification descriptions for existing Richland County land use and proposed City of Columbia land use.

The subject property is located within the study area of [*The Broad River Corridor and Community Master Plan*](#), adopted by Richland County in 2010. The property falls within the Piney Grove Neighborhood Sub-Area (Page 48), and the Plan assigned a proposed land use character district of Open Space to the subject property (Page 32). The property is not located within a catalyst project area and is not identified as an infill redevelopment opportunity (page 49).

PROPOSED ZONING DISTRICT SUMMARY

The parcel is currently zoned Light Industrial (M-1) by Richland County. Property to the west and east of the subject property in the City is zoned Planned Development District (PD). Unincorporated properties are zoned PDD to the north, to the east M-1 and RU, and to the south GC by Richland County.

The requested City of Columbia zoning district for the property is Light Industrial District (LI).

Refer to attached zoning district description for proposed City of Columbia zoning.

STAFF RECOMMENDATION

Staff recommends the assignment of the future land use classification of Transportation & Utilities (TU) and zoning of Light Industrial District (LI) at the time of annexation.



Subject Property

Future Land Use

408 and 418 Piney Woods Road, TMS# 04910-01-06
 Current Richland Co. Future Land Use: Mixed Residential (High Density)
 Proposed City Future Land Use: Transportation and Utilities (TU)

18.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
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- 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
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- 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

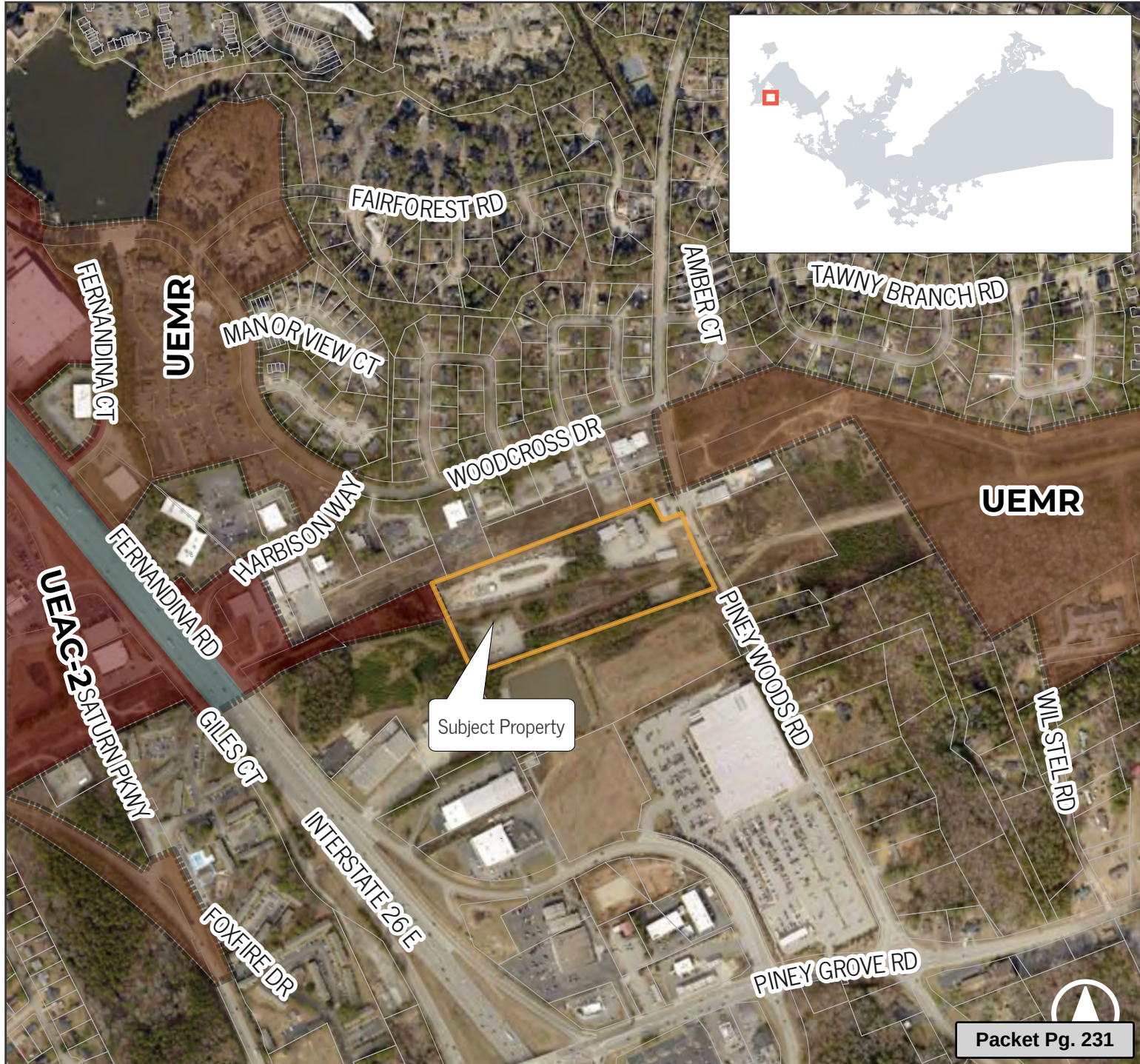
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Planning & Development Services Department

Created by: ladeforth Date: 6/12/2023



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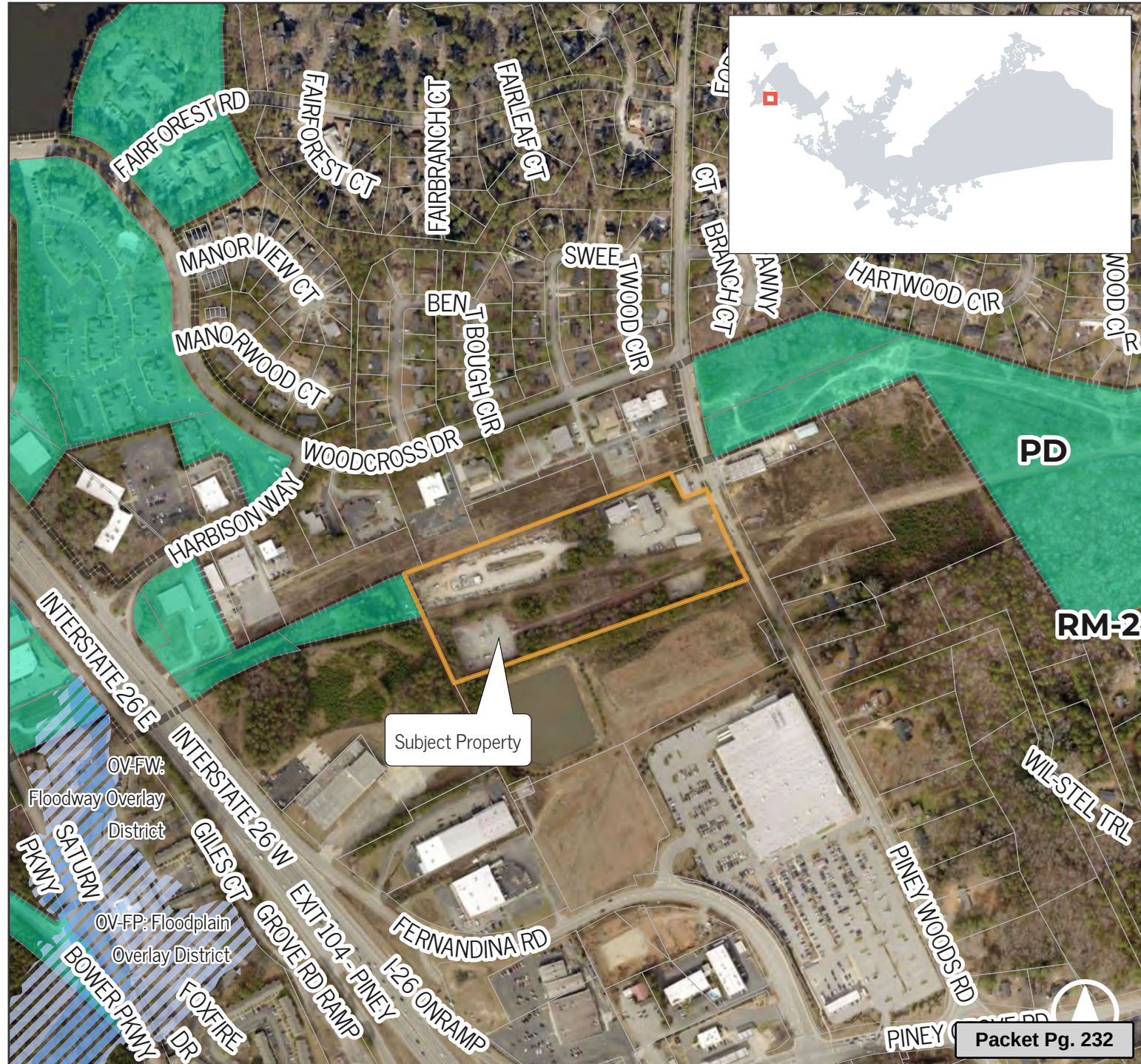
Zoning

408 and 418 Piney Woods Road, TMS# 04910-01-06
 Current Richland Co. Zoning: Light Industrial (M-1)
 Proposed City Zoning: Light Industrial (LI)

18.a

Legend

-  RM-2: Residential Mixed
-  PD: Planned Development
-  OV-FW: Floodway Overlay District
-  OV-FP: Floodplain Overlay District
-  Parcels
-  City Limits



0 400 800 Feet

**Planning & Development
 Services Department**

Created by: ladeforth Date: 6/12/2023



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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.

Proposed Future Land Use Classification

Development Types

TRANSPORTATION & UTILITIES (TU)

The Transportation and Utilities development type covers a range of uses. It includes transportation amenities such as the airport, bus terminals, and passenger rail stations. It also includes utility uses, such as substations, power generation dams, transmission lines, water treatment facilities, pump stations, and similar uses.



TU BUILDING TYPES/LAND USES

PRIMARY TYPES

- Flex Small to Extra Large
- Power Utilities
- Water & Wastewater Treatment

SECONDARY TYPES

- Civic/Institutional Small to Large
- Office/Services Small to Large
- Animal Enclosures
- Cemeteries & Mausoleums
- Parking Structures & Lots

See matrix for appropriate park/open space types.

Development Types

TU DEVELOPMENT PATTERN/CONTEXT

- These developments are typically linear, and follow rights-of-way or include major transportation or utility complexes which are not consistent with the development form and uses of another development type.
- Within a development, buildings are typically arranged for transfer and movement of people or materials. Depot buildings, airport terminals, and hangars, in the form of medium or extra large format flex space, are common.
- Significant land area is dedicated to transportation infrastructure such as rails, tarmacs, roads, and parking of vehicles, or may be dedicated as relatively unobstructed areas to accommodate power lines or other utility infrastructure.
- Accessory structures and landscape features should be carefully screened and protected from accidental access with the use of high walls and fences.
- Trails and open space connections are often compatible uses in areas free from conflicting safety hazards, and offer may offer pedestrian- and bicyclist-oriented links to other transit modes.



Proposed Zoning District



LI: Light Industrial District

Purpose

The purpose of the Light Industrial (LI) District is to provide lands that allow light industrial development. Development allowed in the LI District includes wholesaling, distribution, storage, processing, research and development, light manufacturing, and related development. The district also accommodates support uses such as office and limited commercial uses that primarily serve the principal industrial uses.

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.)	25
Side Yard Setback, min. (ft.)	N/A
Rear Yard Setback, min. (ft.)	N/A
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		
	Laboratory, medical or dental	Utility facility, major
Broadcasting studio	Medical or dental clinic/office	Utility facility, minor
Newspaper or periodical publishing establishment	Arboretum or botanical garden	Animal shelter
Correctional facility ²	Cemetery	Kennel ¹
Cultural facility ²	Park or greenway ¹	Veterinary hospital or clinic ¹
Government office	Airport	Equipment rental
Library	Park and ride	Laboratory, testing or research
Membership organization facility	Parking lot ¹	Lawn, tree, or pest control services
Place of worship ¹	Parking structure ¹	Linen or uniform supply
Public safety facility	Passenger terminal, surface transportation	Self-service storage ¹
Social services facility	Solar energy conversion system (large scale) ¹	Sign fabricating establishment
School, business or trade		Eating establishment only 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.

LI: LIGHT INDUSTRIAL

Eating and drinking establishment, Type 1 ¹	Commercial vehicle sales and rentals ¹
Eating and drinking establishment, Type 2 ²	Gasoline sales and service station ¹
Crematory	Personal vehicle repair and maintenance ¹
Business/Professional office	Personal vehicle sales and rentals ¹
Contractor's office	Vehicle equipment supplies sales and rentals
Body piercing or tattoo establishment ¹	Vehicle paint and finishing shop
Dry cleaning pick-up ¹	Vehicle towing and wrecker service ¹
Laundry, coin-operated	
Non-depository personal credit institution ¹	Agriculture and forestry uses, not elsewhere listed
Repair of personal goods	Community garden ¹
Car wash	Crop production and processing
Amusement park	Contractor's yard
Arena, stadium, or outdoor theater	Motor freight facility
Recreation facility, indoor, not elsewhere listed	Warehouse distribution and storage
Sexually-oriented business ²	Wholesale sales, not elsewhere listed
Building supplies and equipment store	Manufacturing, assembly, or fabrication, light
Consumer goods store	Manufacturing, assembly, or fabrication, medium
Convenience store ²	
Farmers' market	Composting facility ²
Liquor store ²	Junk, salvage, scrap, or wrecking yard ²
Fuel sales (bulk)	Recycling center ²
Commercial fuel depot	
Commercial vehicle repair and maintenance	Refuse processing facility 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.: 2023-092

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

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 408 and 418 Piney Woods Road and TMS# 04910-01-06 containing 10.5 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 #1, Census Tract 103.04, and

Last revised: 7/14/2023

23017521

LEGAL DEPARTMENT DRAFT

assigned a future land use classification of Transportation and Utilities (TU) and zoning of Light Industrial District (LI).

PROPERTY DESCRIPTION: See Attached Exhibit "A"

Richland County TMS NO.: 04910-01-06

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:

Last revised: 7/14/2023

2:0171521

LEGAL DEPARTMENT DRAFT

ORDINANCE NO.: 2023-092
EXHIBIT "A"
PROPERTY DESCRIPTION

All that certain piece, parcel or tract of land, lying and being situate near the City of Columbia, in Richland County, South Carolina, containing 10.51 acres, more or less, as shown on South Carolina Electric and Gas Co. plat for Piney Wood Road Substation and Service Center site, certified by J. Marshall Murphy, RLS, dated February 27, 1980, last revised August 14, 1980, recorded in plat book Y at page 9523, and being more particularly described as follows:

Beginning at an iron at the northeasternmost corner of the subject property whereat said property corners with property designated as "Midland Trane" along the right-of-way of S. C. Road S-40-674, and running along said right-of-way S 22° 19' E for a distance of 120.41 feet to an iron; thence turning and continuing along said right-of-way S 25° 59' E for a distance of 205.43 feet to an iron; thence turning and running along property designated as "Hardaway Conc." S 69° 38' W for a distance of 50.37 feet to an iron; thence continuing in the same direction along said property for a distance of 1,045.51 feet to an iron; thence turning and running along property designated as "Gemini Assoc." N 26° 15' W for a distance of 251.82 feet to an iron; thence turning and running across the right-of-way of Carolina Pipeline Co. and along property now or formerly of A. Free, Jr. N 26° 12' W for a distance of 178.20 feet to an iron; thence turning and running along property designated as "Harbison State College" N 70° 02' E for a distance of 1,016.46 feet to an iron; thence turning and running along property designated as "Midland Trane" S 30° 19' E for a distance of 96.24 feet to an iron; thence turning and continuing along said property N 70° 25' E for a distance of 82.51 feet to an iron, this being the point of beginning, be all measurements a little more or less.

LESS AND EXCEPT:

All that certain parcel of land containing 0.012 acre/527 square feet, more or less, and all improvements thereon, if any, conveyed to the South Carolina Department of Transportation, by deed of South Carolina Electric & Gas Company n/k/a Dominion Energy South Carolina, Inc., recorded August 3, 2020 in the Office of the Register of Deeds for Richland County in Record Book 2514 Page 1509. Said parcel being a shown as the "Area of Acquisition" on Exhibit A, attached to said deed in Record Book 2514 Page 1510 and made a part hereof.

Last revised: 7/14/2023

23017621

LEGAL DEPARTMENT DRAFT

MEMORANDUM

Office of the City Manager

TO: Department Heads

FROM: Teresa Wilson, City Manager

DATE: June 20, 2023

RE: **Property Address:** 408 Piney Woods Road and 418 Piney Woods Road
Richland County TMS#: 04910-01-06
Owner(s): South Carolina Electric & Gas Company, n/k/a Dominion Energy South Carolina, Inc.
Current Use: Industrial
Proposed Use: Industrial
Current County Land Use: Mixed Residential (High Density)
Proposed City Land Use: Transportation and Utilities (TU)
Current County Zoning: Light Industrial (M-1)
Proposed City Zoning: Light Industrial (LI)
Reason for Annexation: City Request; Primary Area
City Council District: 1
Census Tract: 103.04

The Planning & Development Services advises that the above referenced property has been offered for annexation. Attached, please find a map or drawing reflecting the property. You are directed to forward your comments and/or recommendations regarding the issue of whether to annex or not to Planning & Development Services. Planning & Development Services will compile your comments for City Council consideration.

Planning & Development Services staff will see to it that this matter is placed on the **July 13, 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:

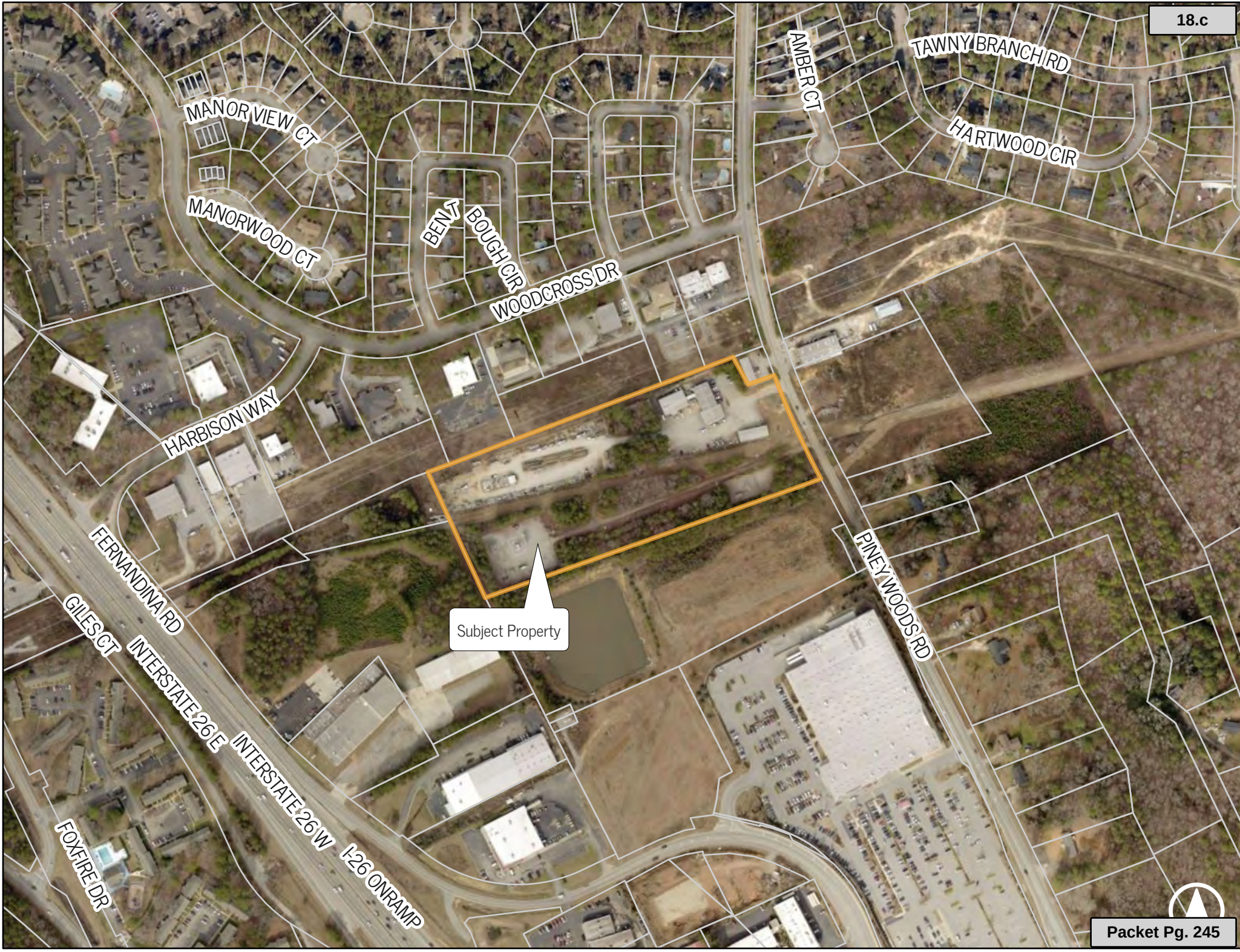
Clint Shealy, Assistant City Manager
 Jeff Palen, Assistant City Manager/CFO
 Dana Higgins, Director, Engineering
 Frank Eskridge, Director, Utilities
 Robert Anderson, Public Works Director
 Krista Hampton, Planning & Development Services
 Kelly Smith, Business License Administrator
 Greg Williams, 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: TU (Land Use classification) by 5-0
 on 7/13/2023 (mm/dd/yyyy).

Planning Commission Zoning Recommendation: LI (Zoning classification) by 5-0
 on 7/13/2023 (mm/dd/yyyy).


 (Signature of Annexation Coordinator)



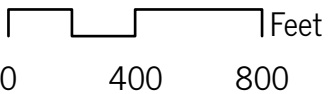
Future Land Use

408 and 418 Piney Woods Road, TMS# 04910-01-06
 Current Richland Co. Future Land Use: Mixed Residential (High Density)
 Proposed City Future Land Use: Transportation and Utilities (TU)

18.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
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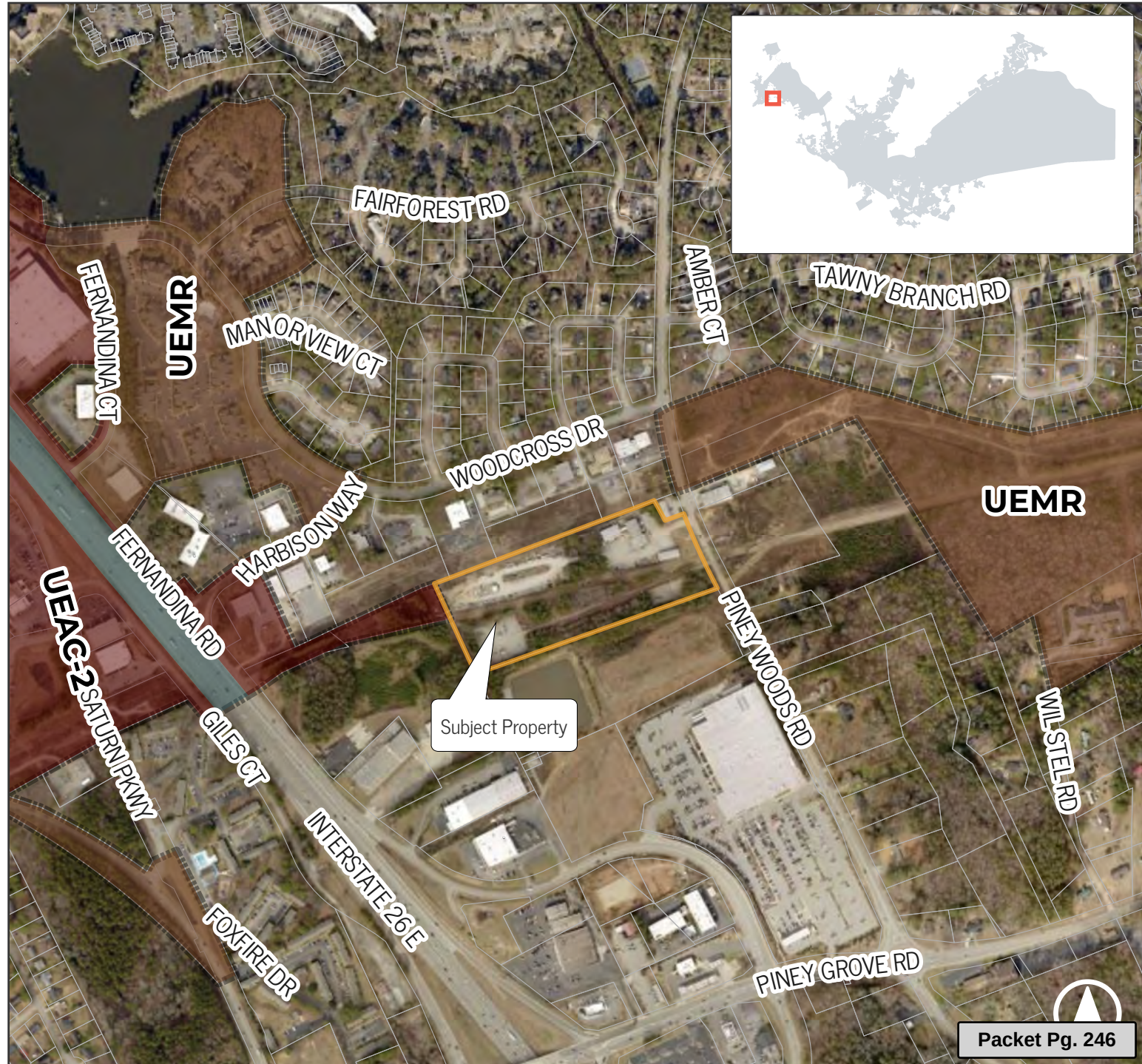


Planning & Development Services Department

Created by: ladeforth Date: 6/12/2023



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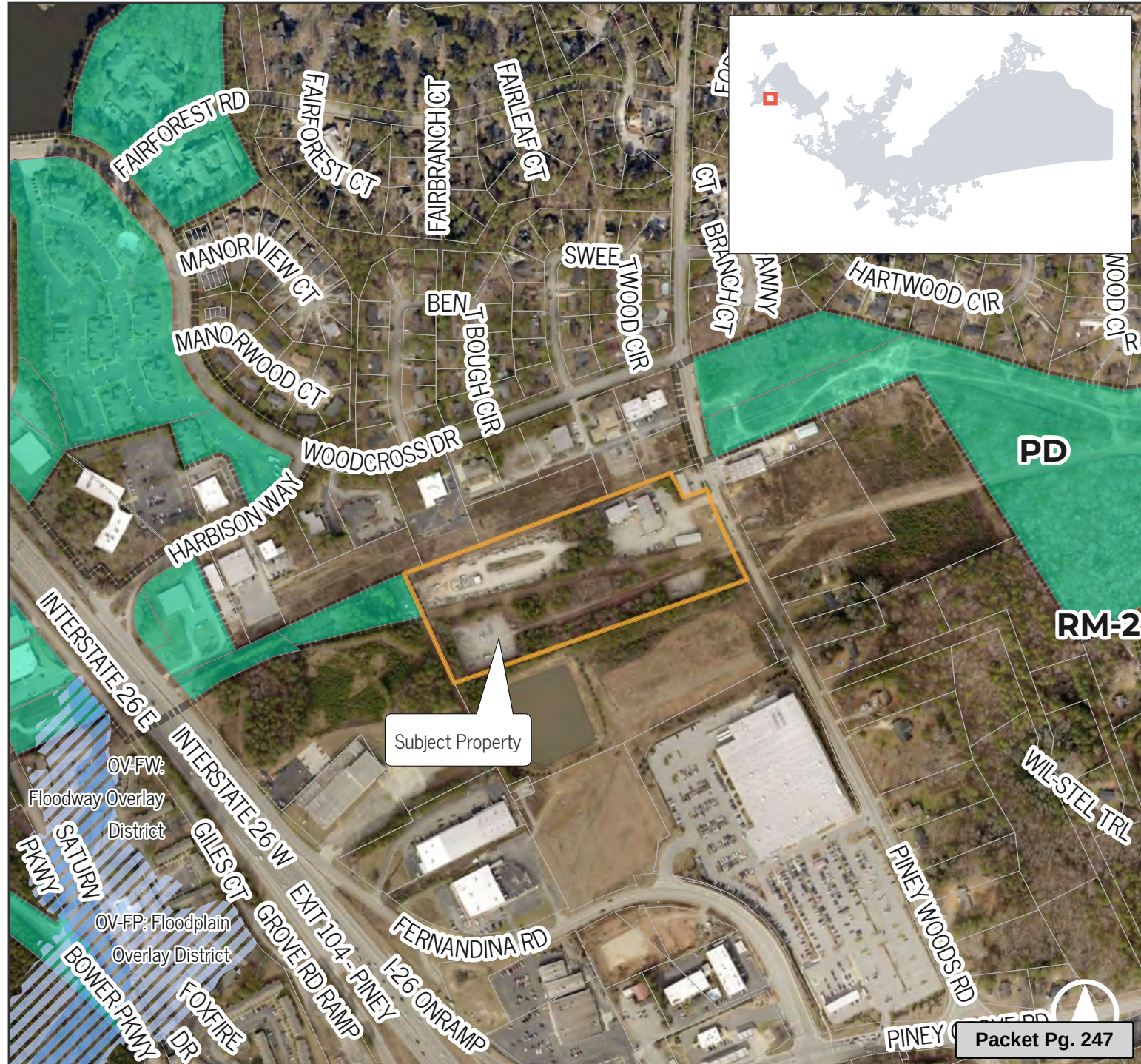
Zoning

408 and 418 Piney Woods Road, TMS# 04910-01-06
 Current Richland Co. Zoning: Light Industrial (M-1)
 Proposed City Zoning: Light Industrial (LI)

18.c

Legend

-  RM-2: Residential Mixed
-  PD: Planned Development
-  OV-FW: Floodway Overlay District
-  OV-FP: Floodplain Overlay District
-  Parcels
-  City Limits



0 400 800 Feet

Planning & Development Services Department

Created by: ladeforth Date: 6/12/2023



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

The undersigned, being the owner(s) of the property described below hereby petition(s) the Mayor and City Council for annexation to the City of Columbia, South Carolina pursuant to S.C. Code Ann. Section 5-3-150, 1976, as amended.

Property Description: See Attached Exhibit "A"

Richland County TMS: 04910-01-06

Property Addresses: 408 Piney Woods Road and 418 Piney Woods Road

South Carolina Electric & Gas Company, n/k/a Dominion Energy South Carolina, Inc.

BY: Keller Kissam

Date: May 30, 2023

Keller Kissam
 (Print or Type Name)

Its: President
 (Print or Type Title)

For: DESC
 Reviewed by
 Legal
JB

Apr 24, 2023

Exhibit "A"

PROPERTY DESCRIPTION

All that certain piece, parcel or tract of land, lying and being situate near the City of Columbia, in Richland County, South Carolina, containing 10.51 acres, more or less, as shown on South Carolina Electric and Gas Co. plat for Piney Wood Road Substation and Service Center site, certified by J. Marshall Murphy, RLS, dated February 27, 1980, last revised August 14, 1980, recorded in plat book Y at page 9523, and being more particularly described as follows:

Beginning at an iron at the northeasternmost corner of the subject property whereat said property corners with property designated as "Midland Trane" along the right-of-way of S. C. Road S-40-674, and running along said right-of-way S 22° 19' E for a distance of 120.41 feet to an iron; thence turning and continuing along said right-of-way S 25° 59' E for a distance of 205.43 feet to an iron; thence turning and running along property designated as "Hardaway Conc." S 69° 38' W for a distance of 50.37 feet to an iron; thence continuing in the same direction along said property for a distance of 1,045.51 feet to an iron; thence turning and running along property designated as "Gemini Assoc." N 26° 15' W for a distance of 251.82 feet to an iron; thence turning and running across the right-of-way of Carolina Pipeline Co. and along property now or formerly of A. Free, Jr. N 26° 12' W for a distance of 178.20 feet to an iron; thence turning and running along property designated as "Harbison State College" N 70° 02' E for a distance of 1,016.46 feet to an iron; thence turning and running along property designated as "Midland Trane" S 30° 19' E for a distance of 96.24 feet to an iron; thence turning and continuing along said property N 70° 25' E for a distance of 82.51 feet to an iron, this being the point of beginning, be all measurements a little more or less.

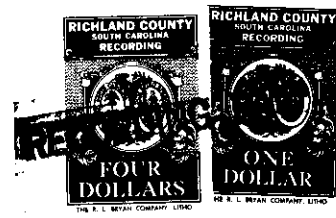
LESS AND EXCEPT:

All that certain parcel of land containing 0.012 acre/527 square feet, more or less, and all improvements thereon, if any, conveyed to the South Carolina Department of Transportation, by deed of South Carolina Electric & Gas Company n/k/a Dominion Energy South Carolina, Inc., recorded August 3, 2020 in the Office of the Register of Deeds for Richland County in Record Book 2514 Page 1509. Said parcel being a shown as the "Area of Acquisition" on Exhibit A, attached to said deed in Record Book 2514 Page 1510 and made a part hereof.

y-9523

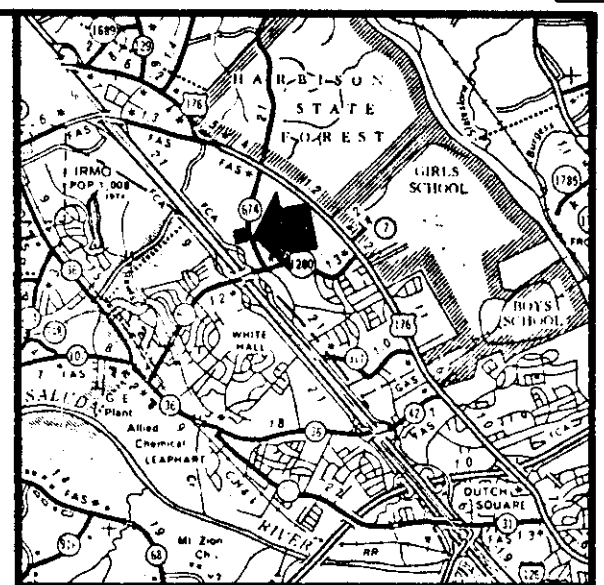
FILED

HARBISON STATE COLLEGE



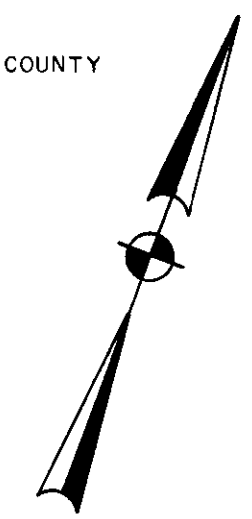
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REGISTER OF
MESNE CONVEYANCES
RICHLAND CNTY, S.C.
CLARA L. BARTNETT

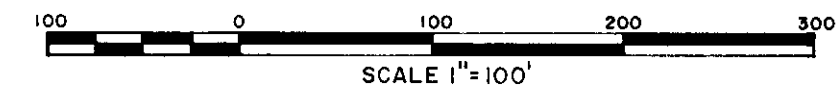
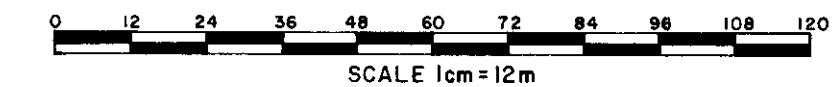
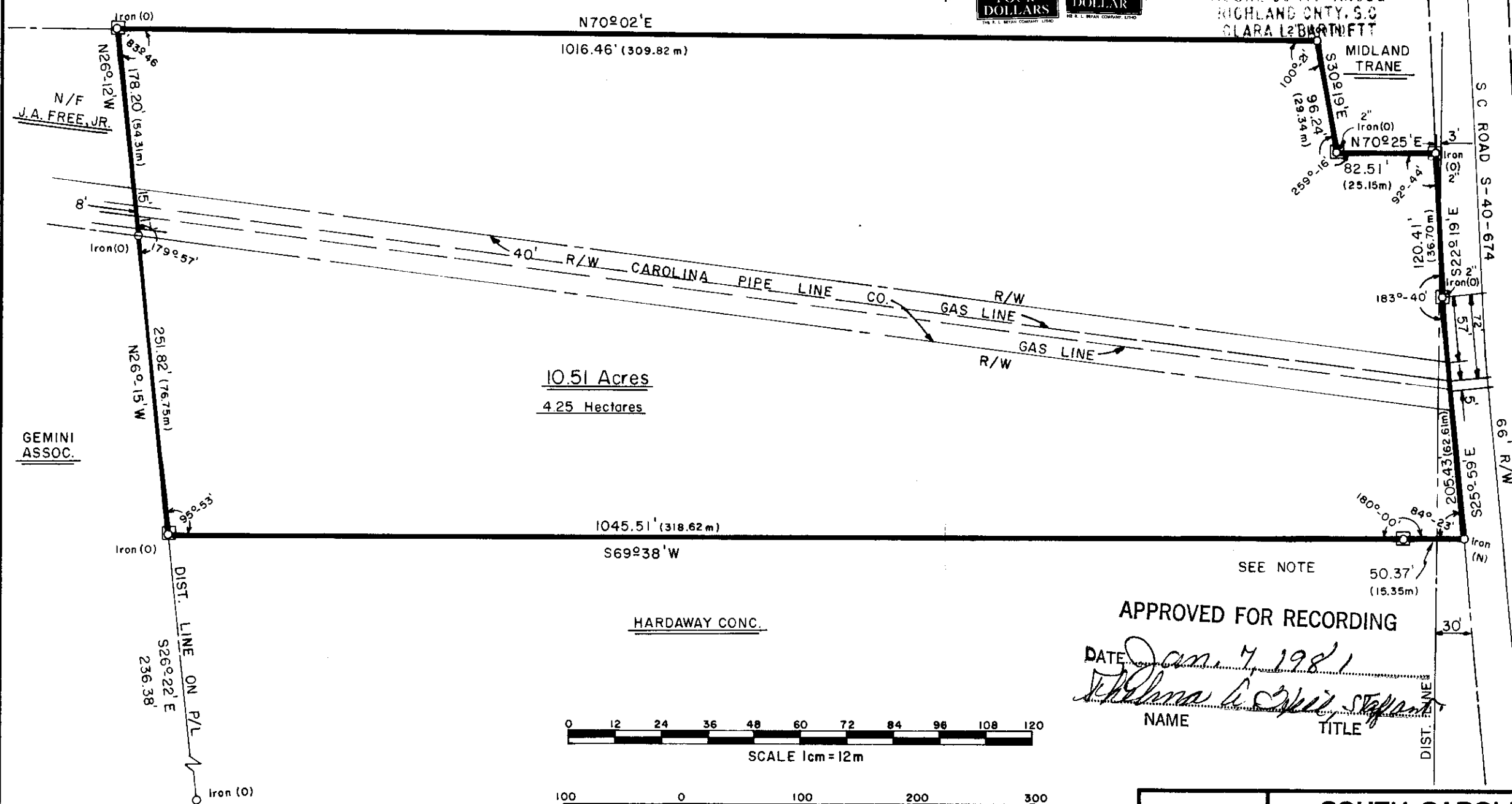


LOCATION MAP
SCALE 1"=200'

RICHLAND COUNTY



NOTE:
☐ 2" Iron driven over
Iron (O) found



I HEREBY CERTIFY THAT THE RATIO OF PRECISION OF
THE FIELD SURVEY IS 1'/8500' AND THE AREA WAS
DETERMINED BY D.M.D. METHOD OF AREA CALCULATION.

J. Marshall Murphy
J. MARSHALL MURPHY R.L.S. No 3780

NO.	DATE	BY	REVISION
2	8-14-80	J.H.P.	Revised angles, acres
1	7-8-80	G.A.B.	REVISED BEARINGS & DISTANCES

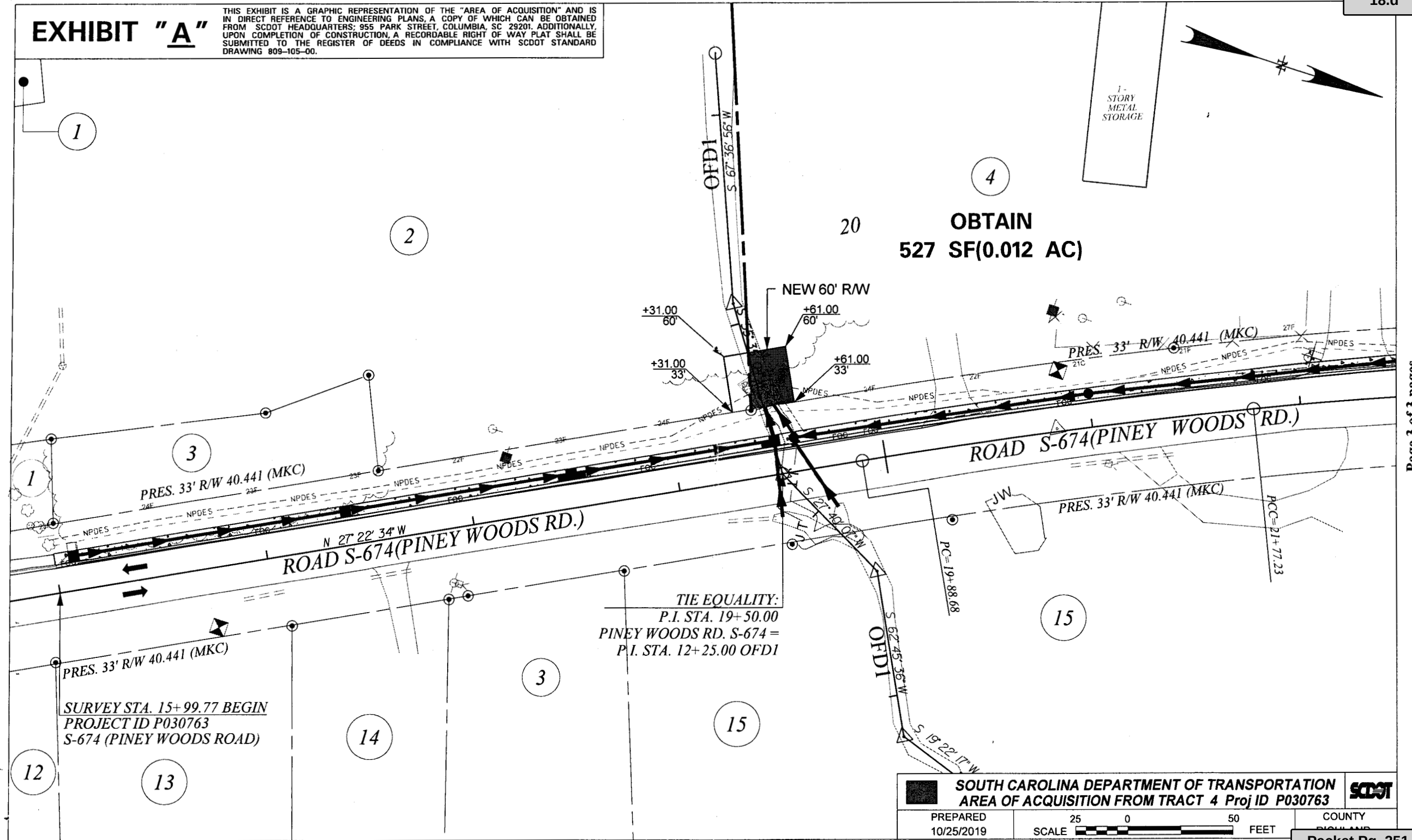
APPROVED FOR RECORDING
DATE *Jan 7 1981*
Stephen J. Koosa
NAME TITLE

DR/TR RH 2-27-80 DATE CK. GAB 2-28-80 DATE APP. JMM 10-3-80 DATE APP. C.A.W. 10-7-80 DATE APP. M.H.T. 10-10-80 DATE APP. _____ DATE	SOUTH CAROLINA ELECTRIC & GAS CO. FOR PINEY WOOD RD. SUBSTATION & SERVICE CENTER SITE DETAIL PROP. PURCH. FROM MORRIS A. KLINE, STEPHEN J. KOOSA, CHALMERS W. POSTON MARVIN L. MCCORRY, 1st NAT. BANK S.C. TRUSTEE FOR J.H. SHEALY, SR. EST.	
SCALE 1"=100'	B-20402	REV. 2
M.F. INDEX _____ CODE _____ CARD NO. _____	SHEET 1 OF 1 SHEETS	

EXHIBIT "A"

THIS EXHIBIT IS A GRAPHIC REPRESENTATION OF THE "AREA OF ACQUISITION" AND IS IN DIRECT REFERENCE TO ENGINEERING PLANS, A COPY OF WHICH CAN BE OBTAINED FROM SCDOT HEADQUARTERS, 955 PARK STREET, COLUMBIA, SC 29201. ADDITIONALLY, UPON COMPLETION OF CONSTRUCTION, A RECORDABLE RIGHT OF WAY PLAT SHALL BE SUBMITTED TO THE REGISTER OF DEEDS IN COMPLIANCE WITH SCDOT STANDARD DRAWING 809-105-00.

18.d





We Are Columbia

MEETING DATE: September 5, 2023

DEPARTMENT: Planning and Development Services

FROM: *Krista Hampton, Director*

SUBJECT: ANNEXATION, FUTURE LAND USE MAP AMENDMENT,
AND ZONING MAP AMENDMENT for 68 Riverview Court;
TMS# 09106-21-13 (portion)

**FUNDING SOURCE &
ORIGINAL BUDGET:**

CLEAN WATER 2020?: No

PURPOSE:

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.

ATTACHMENTS:

- **#a:** ANNEX-2023-0011_Riverview68_ZPH Case Summary (PDF)
- **#b:** 2023-091- Annex and Incorporate 68 Riverview Court (portion) (PDF)
- **#c:** Riverview68_Offer_Notice (PDF)
- **#d:** Riverview68_Petition (PDF)

Action Item (ID # 8640)

Meeting of September 5, 2023

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 29201

ANNEXATION, FUTURE LAND USE MAP AMENDMENT, AND ZONING MAP AMENDMENT CASE SUMMARY

68 Riverview Court (portion); TMS# 09106-21-13 (portion)

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 Garriss Miller
Staff Recommendation:	Approval
PC Recommendation:	07/13/2023; Approval (5-0)
ZPH, 1 ST Reading:	08/15/2023; Pending
2 nd Reading:	09/05/2023; Pending

CURRENT PARCEL CHARACTERISTICS/CONDITIONS

Acreage: ± 885 square feet

Current Use: Residential

Proposed Use: Residential

Reason for Annexation: Parcel Currently Split by Boundary

Urban Service Area: Donut Hole - Primary

Current County Land Use Classification: Mixed Residential (High Density)

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

Current County Zoning: Residential Multifamily High Density (RM-HD)

Proposed City Zoning: Residential Single Family Small Lot District (RSF-3) in a Historic Preservation Overlay District (OV-HP; Earlewood Protection Area B)

Census Tract: 6

DETERMINATION FOR CITY SERVICES

The following determinations are an estimate of the benefits and costs associated with the annexation of the subject property:

Police

This single-family residence is already serviced by the City of Columbia, and this annexation of a portion of the property would not significantly impact CPD's ability to serve this area.

Fire

The proposed annexation will not result in significant additional costs or impact services being provided by this department, as most of the property is already within the City.

Solid Waste

Most of this property is already within the City of Columbia, and it is already receiving City of Columbia Solid Waste service.

Engineering

Because water and sanitary sewer lines are already available to this property, Utilities and Engineering should **not incur any costs** associated with this annexation.

Water Customer Care

Because this property is already treated as if it is entirely within the City, the customer is already paying in-City water rates, which are approximately 40% lower than out-of-City customers.

Planning & Development Services

We recommend approval of the annexation of this property, which is located within a Donut Hole-Primary as designated in the Urban Service Area plan. The vast majority of this parcel is already within the City limits and the house on the property pays City taxes and receives City services. The boundary follows the line of a 1925 annexation, and the surrounding subdivision crossed the boundary when it was created. This small (approximately 885 sq. ft.) annexation would bring the remainder of the parcel into the City.

PLANS, POLICIES, AND LAND USE

Urban Service Area

Subject property is in a "Donut Hole – 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.

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 is Urban Core Residential Small Lot (UCR-1) in the *Columbia Compass: Envision 2036* Future Land Use Map. The property is currently assigned a future land use of Mixed Residential (High Density).

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 area of [The Master Plan for the Villages of North Columbia](#) (2005), more specifically within Cluster One (Section 2, Page 42) and the proposed Artist Village (Section 3, Page 85) set forth by the plan. The Artist Village plan recommends a land use of Low-Density Residential (Single-family Detached Homes) for the subject property (Section 3, Page 87). The plan's recommendations for Earlewood and Marshall Park highlight the (at the time) recently adopted protection area design guidelines, and note the importance of a creating direct access along Lucius Road to the Three Rivers Greenway (Section 3, Pages 94-95).

PROPOSED ZONING DISTRICT SUMMARY

The parcel is currently zoned Residential Multifamily High Density (RM-HD) by Richland County. The majority of the subject property is already within the City, and is zoned Residential Single Family Small Lot District (RSF-3) in a Historic Preservation Overlay District (OV-HP; Earlewood Protection Area B). Property to the Southwest of the subject property in the City is zoned Residential Mixed District (RM-2), and property to the East of the subject property in the City is zoned Residential Single Family Small Lot District (RSF-3) in a Historic Preservation Overlay District (OV-HP; Earlewood Protection Area B). The unincorporated properties to the north are zoned RM-HD by Richland County.

The requested City of Columbia zoning district for the property is Residential Single Family Small Lot District (RSF-3) in a Historic Preservation Overlay District (OV-HP; Earlewood Protection Area B).

Refer to attached zoning district description for proposed City of Columbia zoning.

STAFF RECOMMENDATION

Staff recommends the assignment of the future land use classification of Urban Core Residential Small Lot (UCR-1) and zoning of Residential Single Family Small Lot District (RSF-3) in a Historic Preservation Overlay District (OV-HP; Earlewood Protection Area B) at the time of annexation.



Subject Property

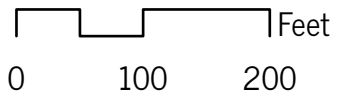
Future Land Use

68 Riverview Court (portion), TMS# 09106-21-13 (portion)
 Current Richland Co. Future Land Use: Mixed Residential (High Density)
 Proposed City Future Land Use: Urban Core Residential Small Lot (UCR-1)

19.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

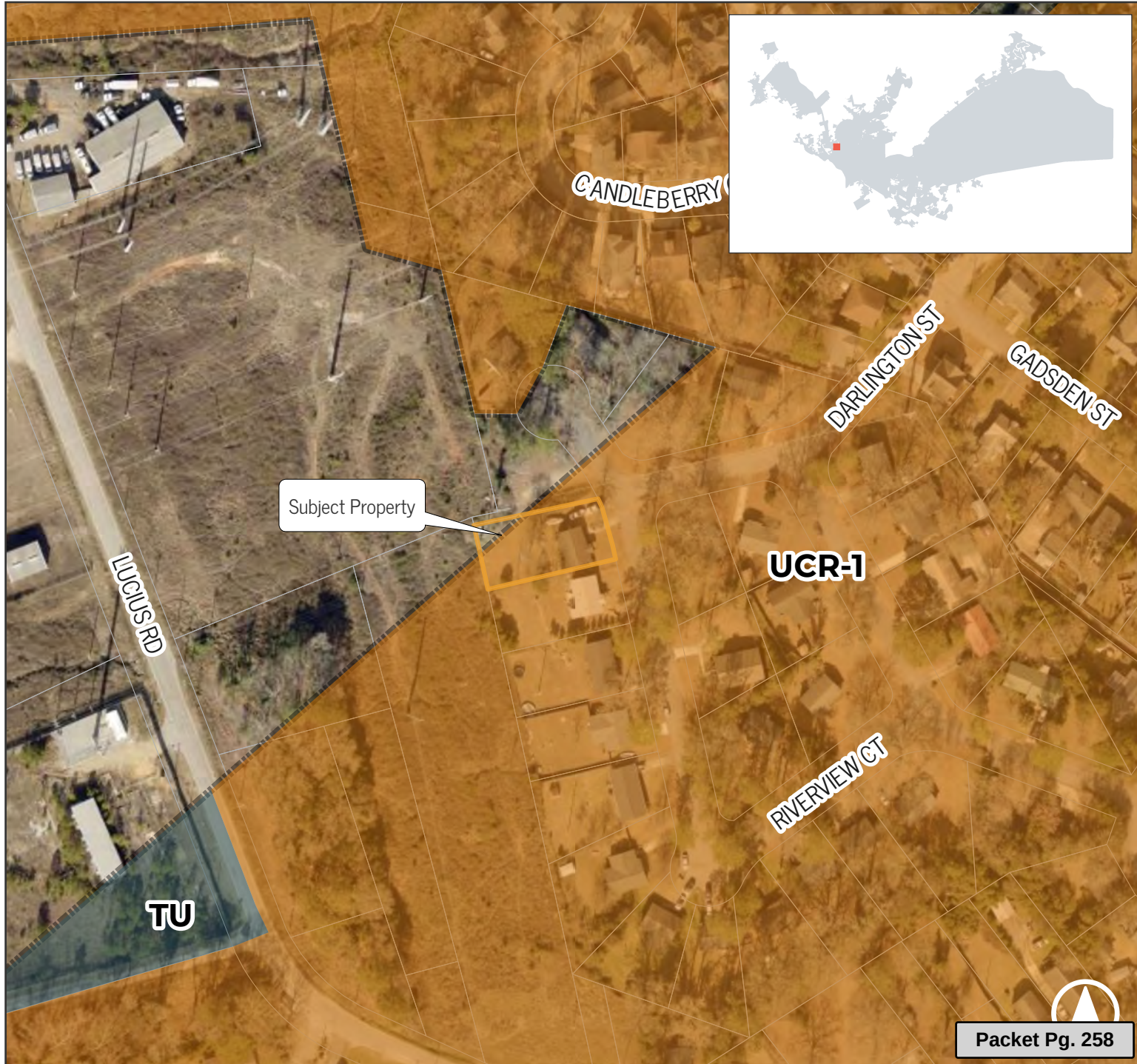


Planning & Development Services Department

Created by: ladeforth Date: 6/12/2023



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

68 Riverview Court (portion), TMS# 09106-21-13 (portion)

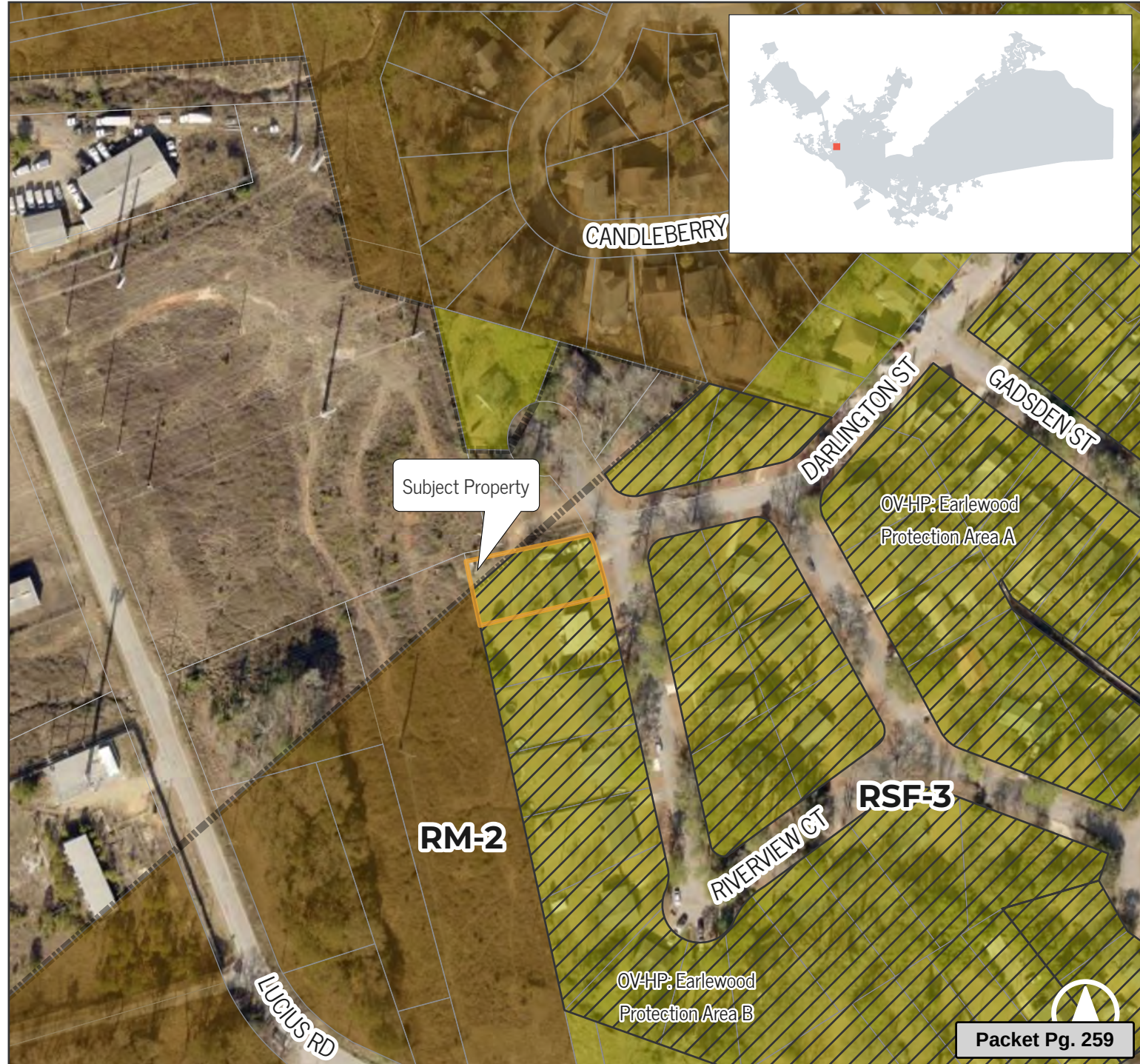
Current Richland Co. Zoning: Residential Multifamily High Density (RM-HD)

Proposed City Zoning: Residential Single Family Small Lot District (RSF-3) in a Historic Preservation Overlay District (OV-HP; Earlewood Protection Area B)

19.a

Legend

- RSF-3: Residential Single Family - Small Lot District
- RM-2: Residential Mixed
- OV-HP: Historic Preservation Overlay Districts
- Parcels
- City Limits



0 100 200 Feet

Planning & Development Services Department

Created by: ladeforth Date: 6/16/2023



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Packet Pg. 259

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

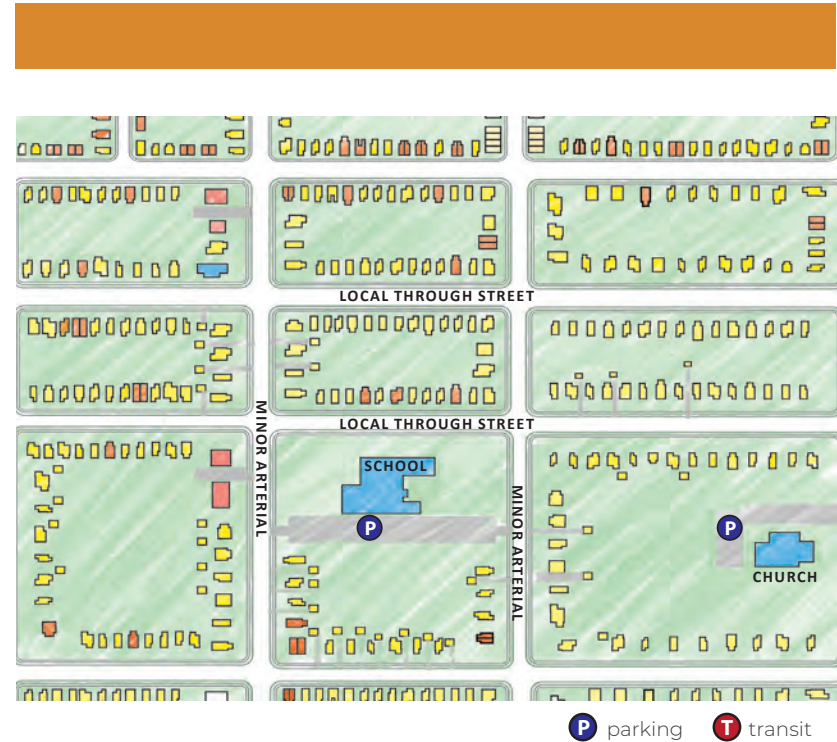
Proposed projects in the Northwest, North Central, Northeast, Beltway, and Southeast Planning areas should be coordinated with adjacent municipalities when located in areas of common interest near jurisdictional lines.

Proposed 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.

Proposed Zoning District



RSF-3: Residential Single Family – Small Lot District

Purpose

The purpose of the Residential Single-Family - Small Lot (RSF-3) 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.)	5,000
Lot Width, min. (ft.)	50
Lot Depth, min. (ft.)	70
Lot Coverage, max. (% of site area)	40
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.)	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.

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

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 a portion of 68 Riverview Court and TMS# 09106-21-13 (portion) containing 885 square feet, 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 #1, Census Tract 6, and assigned

Last revised: 7/14/2023

23017619

LEGAL DEPARTMENT DRAFT

a future land use classification of Urban Core Residential Small Lot (UCR-1) and zoning of Residential Single Family Small Lot District (RSF-3) in a Historic Preservation Overlay District (OV-HP; Earlewood Protection Area B).

PROPERTY DESCRIPTION: See Attached Exhibit "A"

Richland County TMS NO.: 09106-21-13 (portion)

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:

Last revised: 7/14/2023

23017619

LEGAL DEPARTMENT DRAFT

ORDINANCE NO.: 2023-091
EXHIBIT "A"
PROPERTY DESCRIPTION

All that certain piece, parcel or lot of land, with improvements thereon, if any, situate, lying and being near the City of Columbia, in the County of Richland, State of South Carolina, containing 0.02 acres, more or less, and shown and designated as block 21, lot 13 on Richland County Tax Map 09106. Said parcel having such boundaries and measurements as are shown on said tax map.

Less and excepting all that portion of said parcel previously annexed into the City of Columbia on May 26, 1925.

LEGAL DEPARTMENT DRAFT

Last revised 7/14/2023

23017619

MEMORANDUM

Office of the City Manager

TO: Department Heads

FROM: Teresa Wilson, City Manager

DATE: June 20, 2023

RE: **Property Address:** 68 Riverview Court (portion)
Richland County TMS#: 09106-21-13 (portion)
Owner(s): David Charles Miller and Gwenevere Garriss Miller
Current Use: Residential
Proposed Use: Residential
Current County Land Use: Mixed Residential (High Density)
Proposed City Land Use: Urban Core Residential Small Lot (UCR-1)
Current County Zoning: Residential Multifamily High Density (RM-HD)
Proposed City Zoning: Residential Single Family Small Lot District (RSF-3) in a Historic Preservation Overlay District (OV-HP; Earlewood Protection Area B)
Reason for Annexation: Parcel Currently Split by Boundary; Donut Hole - Primary
City Council District: 1
Census Tract: 6

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 **July 13, 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: UCR-1 (Land Use classification) by S-O,
 on 7/13/23 (mm/dd/yyyy).

Planning Commission Zoning Recommendation: RSF-3, DU-HP (Zoning classification) by S-O,
 on 7/13/23 (mm/dd/yyyy).


 (Signature of Annexation Coordinator)



Subject Property

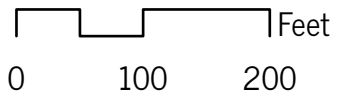
Future Land Use

68 Riverview Court (portion), TMS# 09106-21-13 (portion)
 Current Richland Co. Future Land Use: Mixed Residential (High Density)
 Proposed City Future Land Use: Urban Core Residential Small Lot (UCR-1)

19.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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- UCR-1 - Urban Core Residential Small Lot
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- UER-1 - Urban Edge Residential Small Lot
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- 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

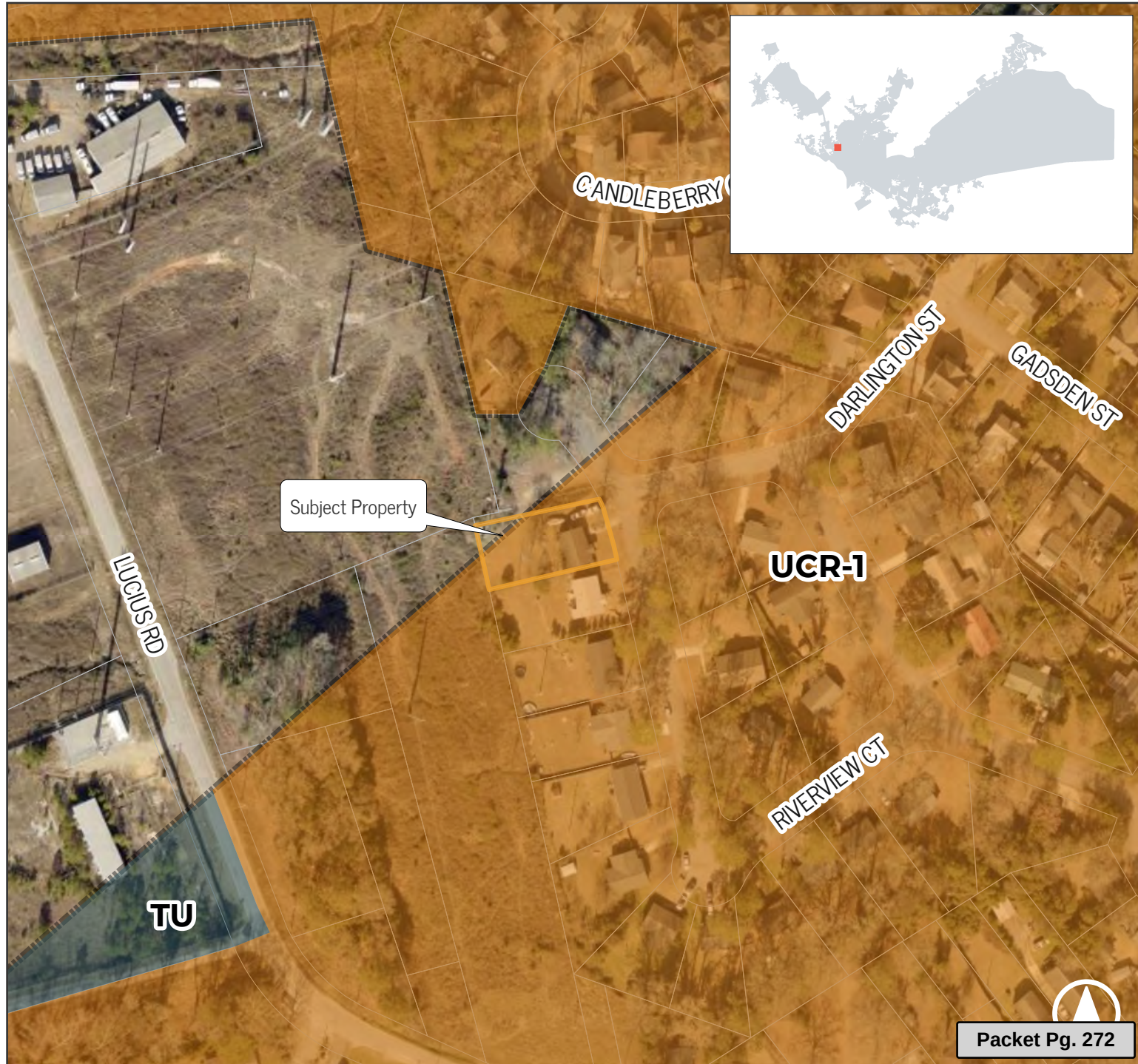


Planning & Development Services Department

Created by: ladeforth Date: 6/12/2023



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Zoning

68 Riverview Court (portion), TMS# 09106-21-13 (portion)

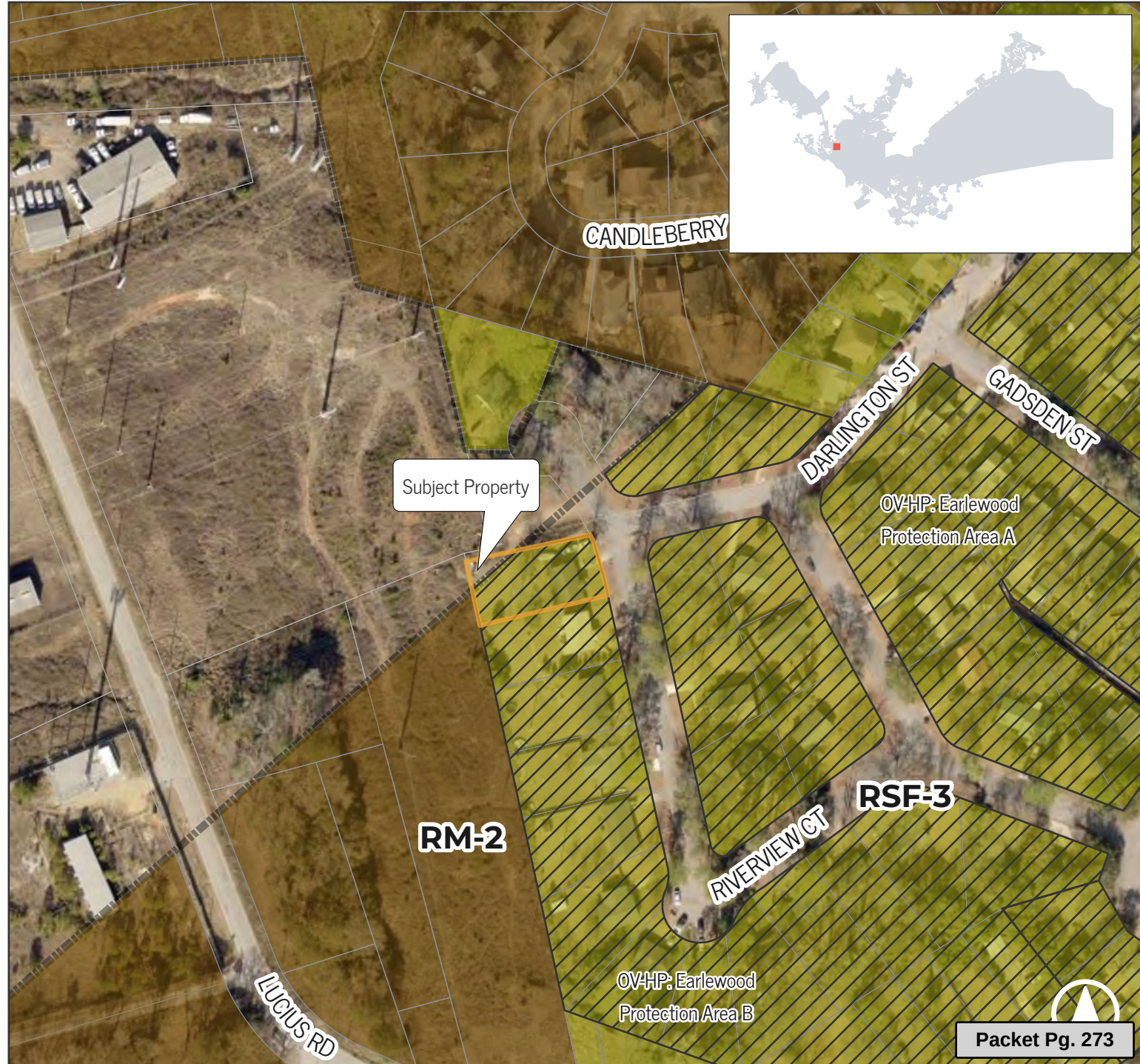
Current Richland Co. Zoning: Residential Multifamily High Density (RM-HD)

Proposed City Zoning: Residential Single Family Small Lot District (RSF-3) in a Historic Preservation Overlay District (OV-HP; Earlewood Protection Area B)

19.c

Legend

- RSF-3: Residential Single Family - Small Lot District
- RM-2: Residential Mixed
- OV-HP: Historic Preservation Overlay Districts
- Parcels
- City Limits



0 100 200 Feet

Planning & Development Services Department

Created by: ladeforth Date: 6/16/2023



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Packet Pg. 273

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 lot of land, with improvements thereon, if any, situate, lying and being near the City of Columbia, in the County of Richland, State of South Carolina, containing 0.02 acres, more or less, and shown and designated as block 21, lot 13 on Richland County Tax Map 09106. Said parcel having such boundaries and measurements as are shown on said tax map.

Less and excepting all that portion of said parcel previously annexed into the City of Columbia on May 26, 1925.

Richland County TMS: 09106-21-13 (portion)

Property Address: 68 Riverview Court (portion)



 David Charles Miller

Date: _____

5/17/23

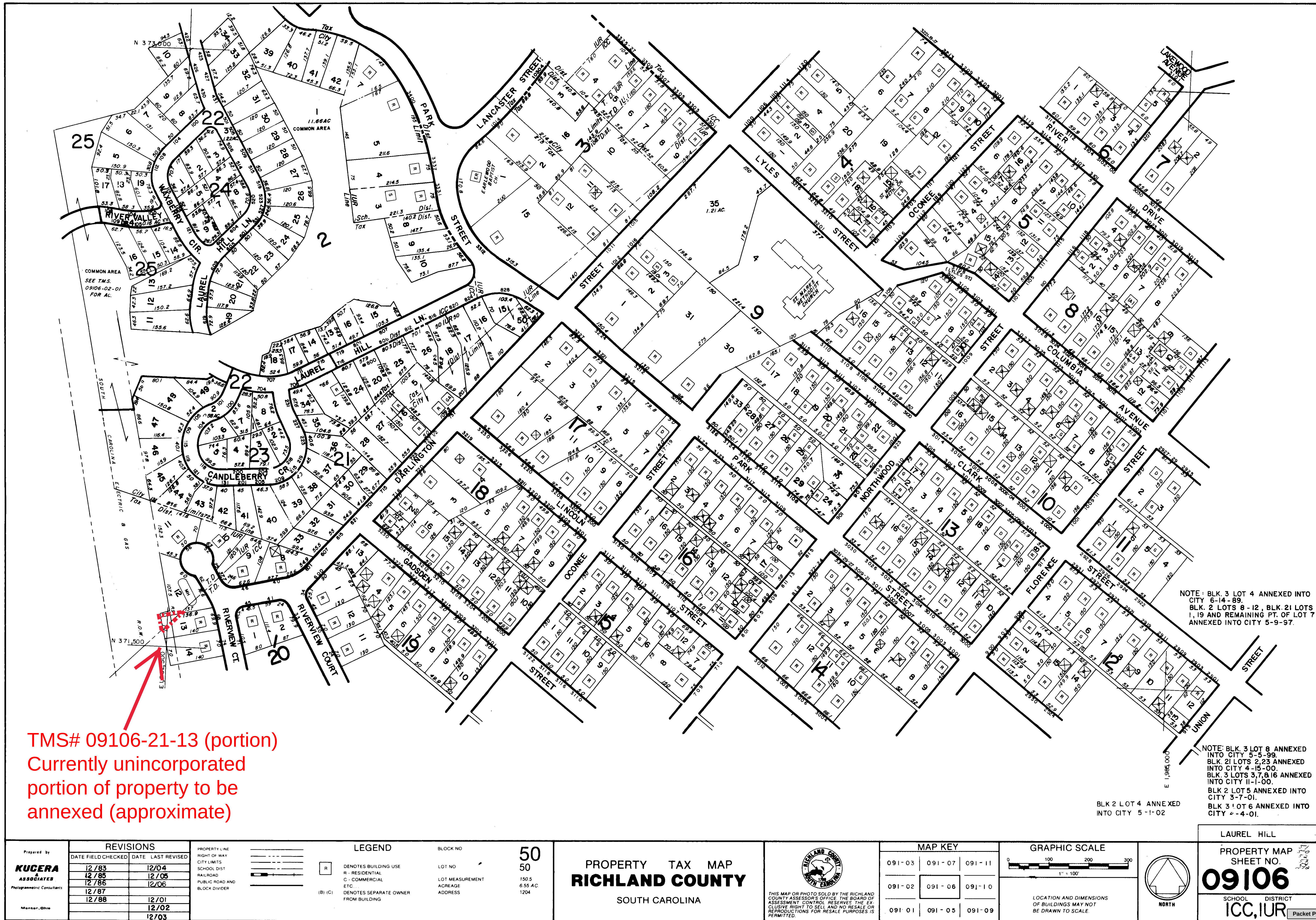


 Gwenevere Garriss Miller

Date: _____

5/17/23

09106





We Are Columbia

MEETING DATE: September 5, 2023

DEPARTMENT: Planning and Development Services

FROM: *Krista Hampton, Director*

SUBJECT: 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)

**FUNDING SOURCE &
ORIGINAL BUDGET:**

CLEAN WATER 2020?: No

PURPOSE:

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

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.

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.

ATTACHMENTS:

- **#a:** ANNEX-2023-0010_Clemson Rd_ZPH_pkt (PDF)

- #b: 2023-089- Annex and Incorporate 200 Clemson Road - leigh edits (PDF)
- #c: ClemsonRd_Offer_Notice (PDF)
- #d: ClemsonRd_Petition (PDF)
- #e: Land Use Map(PNG)

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 29201

ANNEXATION, FUTURE LAND USE MAP AMENDMENT, AND ZONING MAP AMENDMENT CASE SUMMARY

**± 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)**

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.
Applicant:	Lee Lorick Prina II, Successor Trustee
Staff Recommendation:	Denial - see <i>Staff Recommendation</i> section below
PC Recommendation:	07/13/2023; Approval (5-0)
ZPH, 1 ST Reading:	06/20/2023; Pending
2 nd Reading:	07/18/2023; Pending

CURRENT PARCEL CHARACTERISTICS/CONDITIONS

Acreage: 29.40 acres

Current Use: Undeveloped

Proposed Use: Commercial

Reason for Annexation: Municipal Services

Urban Service Area: Primary

Current County Land Use Classification: Mixed Use Corridor

Proposed City Land Use Classifications: Community Activity Corridor (AC-2) and Neighborhood Activity Corridor (AC-1)

Current County Zoning: Rural (RU) and Residential Single Family Low Density (RS-LD)

Proposed City Zoning: General Commercial District (GC)

Census Tract: 114.14

DETERMINATION FOR CITY SERVICES

The following determinations are estimates 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 property would be **approximately \$8,400 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

There is no anticipated need for City Solid Waste service at this site.

Engineering

Because water lines are available to this property, Utilities and Engineering should **not incur any costs** associated with this annexation. Sanitary Sewer service is provided by Palmetto Utilities.

Water Customer Care

This is undeveloped property, so any new customers would mean new revenue to the City. Customers on the property will pay water rates approximately 40% lower than out-of-city customers.

Planning & Development Services

While our recommendation on the requested zoning district is denial (see staff recommendation below), we otherwise **recommend approval** of the annexation of this property, which is located within a Primary Area as designated in the Urban Service Area plan. Specific development plans are not known at this time, however the petitioner wishes for the property to be zoned commercially in preparation for future development. Estimated City real estate tax revenue would be **approximately \$113,000 per year** at buildout, based on the taxable value of similar and nearby commercial properties.

* Estimated City Tax Revenue is based on **2022 millage** for real property and calculated as: $((\text{Taxable Value} \times \text{Tax Rate}) \times \text{City Millage Rate } (.0938))$. 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 is split between Neighborhood Activity Corridor (AC-1) along Spears Creek Church Road and Community Activity Corridor (AC-2) along Clemson Road in the *Columbia Compass: Envision 2036* Future Land Use Map. The property is currently assigned a future land use of Mixed Use Corridor.

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 an existing neighborhood, small area, community, or corridor plan adopted by the City of Columbia or Richland County.

PROPOSED ZONING DISTRICT SUMMARY

The parcel is currently zoned Rural (RU) and Residential Single Family Low Density (RS-LD) by Richland County. Parcels surrounding the property fronting on Clemson Road within the City of Columbia are currently zoned Residential Mixed District (RM-2) to the east, Mixed-Use District (MU-2) to the southwest, and General Commercial District (GC) to the north. Parcels surrounding the property fronting on Spears Creek Church Road within the City of Columbia are currently zoned Residential Mixed District (RM-2) to the west, Planned Development District (PD) to the northeast, and Mixed-Use District (MU-2) to the west.

The unincorporated parcel adjacent to the Spears Creek Church Road portion of this request is zoned Neighborhood Commercial (NC) by Richland County. Unincorporated parcels to the south and northwest of the Clemson Road portion of this request are zoned RS-LD by Richland County, GC to the west, and RU to the northwest.

The requested City of Columbia zoning district for all properties is General Commercial District (GC).

Refer to attached zoning district description for proposed City of Columbia zoning.

STAFF RECOMMENDATION

As the annexation, future land use, and zoning district are being considered together, staff recommends denial of this application. It should be noted that this recommendation is based primarily upon the requested GC zoning district, and staff otherwise believes that the annexation of the property would be beneficial to the City.

The requested zoning of General Commercial District (GC) would not result in a development pattern that aligns with the recommendations of the County's comprehensive plan. The Richland County Comprehensive Plan states that areas designated with a Mixed-Use Corridor future land use classification should "be transformed over time from traditional strip commercial development to Mixed-Use Corridors connecting Activity Centers. Between Activity Centers, corridors should be redeveloped to convert single story, single use developments on individual lots to multi-story, mixed use formats that organize uses in a pedestrian-friendly format."

Procedurally, if Council wishes to annex this property with different zoning and land use classifications than those being applied for, the Planning Commission would need to review the alternatively proposed zoning and land use and make a recommendation before the request could return to Council for approval.



WOODCREEK RIDGE DR

SPEARS CREEK CHURCH RD

Subject Property

PEACH GROVE CIR

BROCKWAY DR



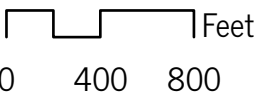
Future Land Use

± 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 (portions of TMS# 25700-02-03 (portion) and 25700-02-05 (portion))
 Current Richland Co. Future Land Use: Mixed Use Corridor
 Proposed City Future Land Use: Community Activity Corridor (AC-2) and Neighborhood Activity Corridor (AC-1)

20.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
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- CBA - Central Business Area
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- U/C - Universities/Colleges
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- T/S - Transitional/Sensitive Lands
- Parcels
- City Limits

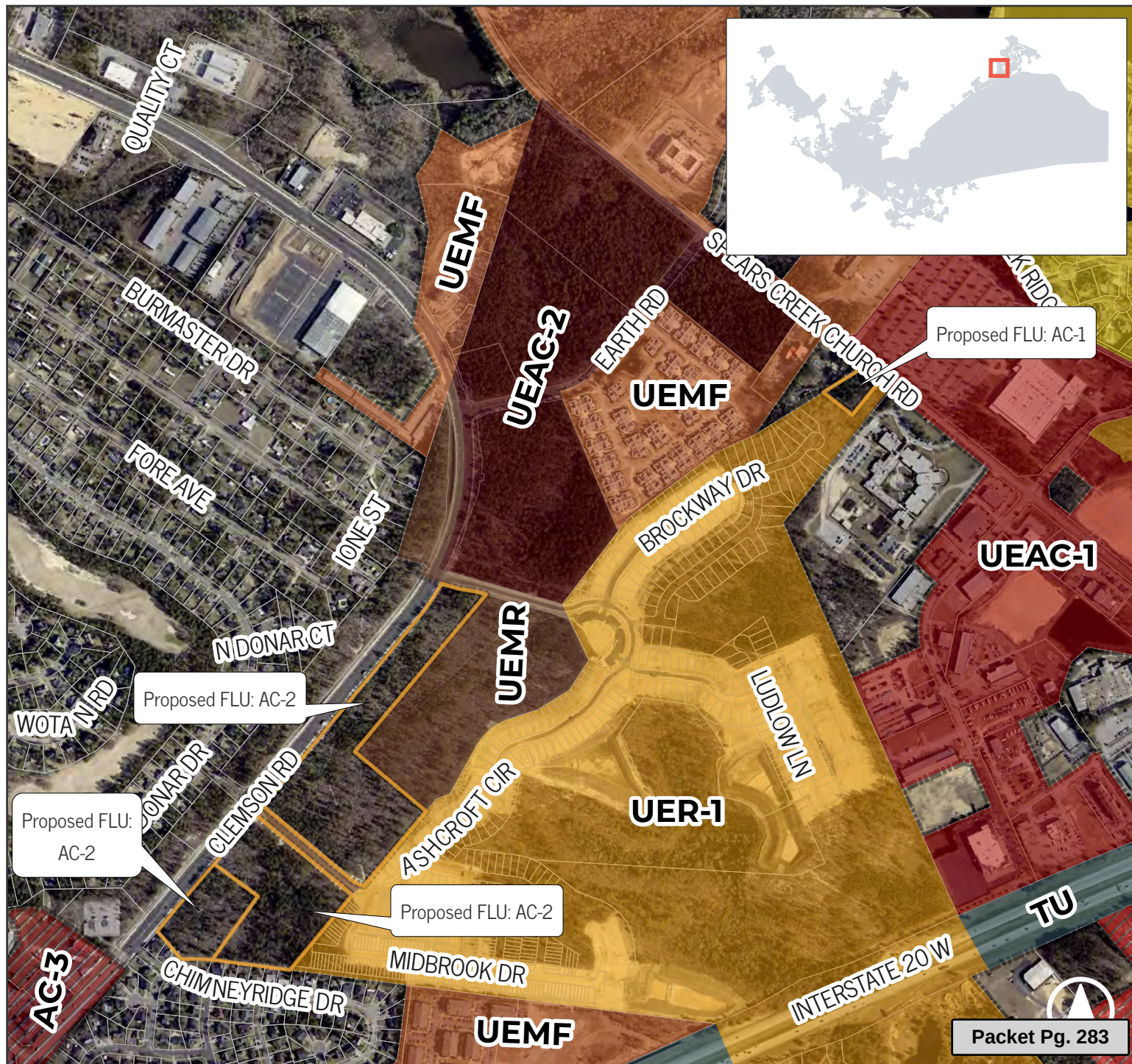


Planning & Development Services Department

Created by: ladeforth Date: 6/16/2023



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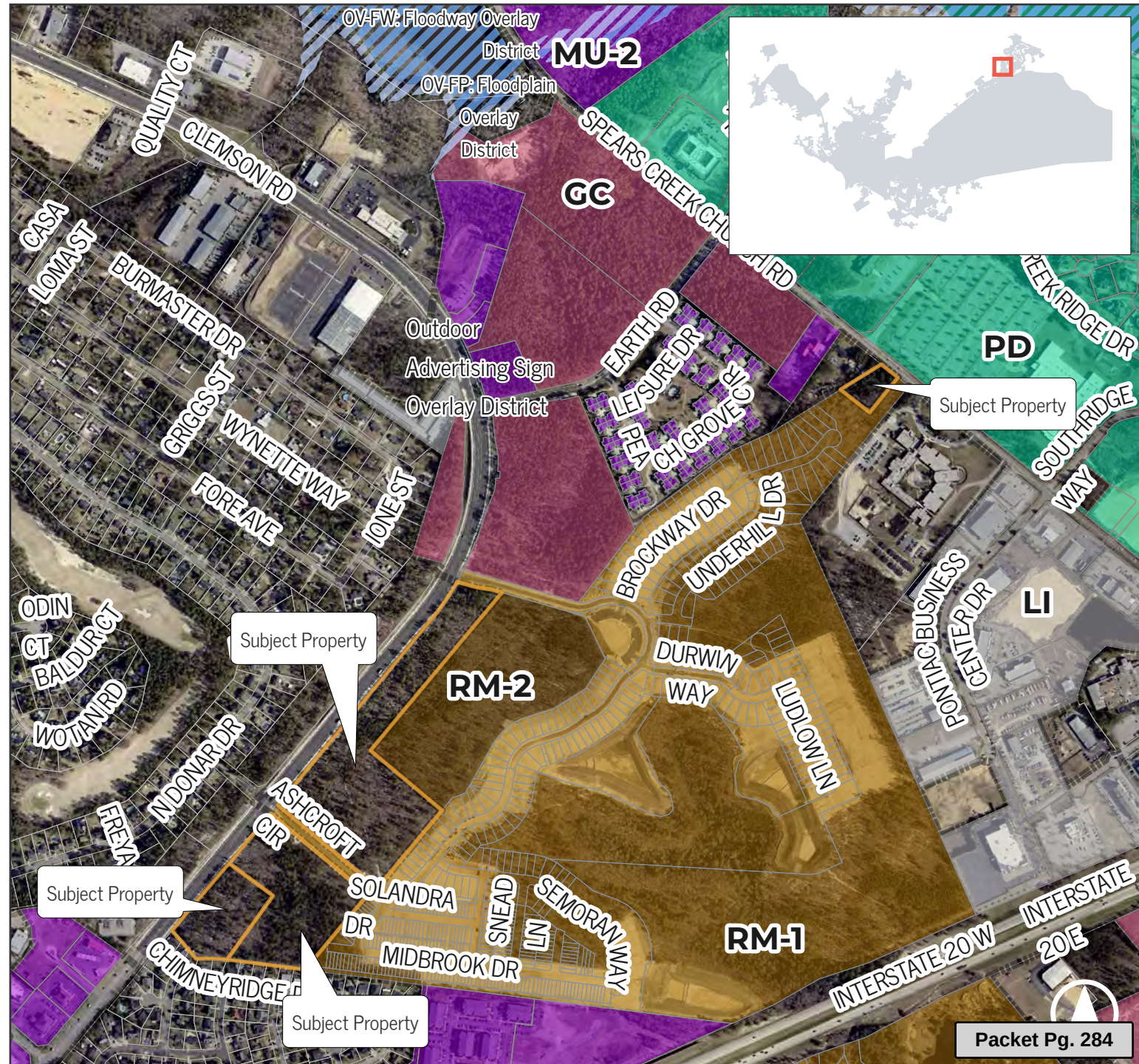
Zoning

± 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)
 Current Richland Co. Zoning: Rural (RU) and Residential Single Family Low Density (RS-LD)
 Proposed City Zoning: General Commercial (GC)

20.a

Legend

- GC: General Commercial District
- MU-2: Mixed-Use
- RM-2: Residential Mixed
- RM-1: Residential Mixed
- LI: Light Industrial District
- PD: Planned Development
- OV-OAS: Outdoor Advertising Sign Overlay District
- OV-FW: Floodway Overlay District
- OV-FP: Floodplain Overlay District
- Parcels
- City Limits



0 400 800 Feet

Planning & Development Services Department

Created by: ladeforth Date: 6/16/2023



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Current Future Land Use Classification

MIXED-USE CORRIDOR

Land Use and Character

Areas include established commercial, office, and medium-density residential developments located along principal arterial roads, and exclude established single-family residential subdivisions that may be located in the corridor. Mixed-use corridor areas should provide a vertical and horizontal mix of suburban scale retail, commercial, office, high-density residential, and institutional land uses. Open spaces and parks are also important uses within Mixed-Use Corridors. These corridors are punctuated by higher intensity development located at “nodes” called Activity Centers where the highest density and integration of mixed uses occurs.



Desired Development Pattern

Suburban commercial corridors should be transformed over time from traditional strip commercial development to Mixed-Use Corridors connecting Activity Centers. Between Activity Centers, corridors should be redeveloped to convert single story, single use developments on individual lots to multi-story, mixed use formats that organize uses in a pedestrian-friendly format.



Transportation

Developments are encouraged to be planned as larger master planned developments to increase access management opportunities and reduce the number of driveways on serving roads. Internal connectivity between commercial, office, and residential developments should occur. As feasible, new road improvements and suburban commercial centers should 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: Multi-family housing, professional offices, restaurants and bars, financial institutions, medical offices, personal services, drug stores, smaller-scale retail shopping, parks and recreational facilities are appropriate along the corridor, and are preferably developed within mixed-use centers.

Secondary Land Uses: Other commercial uses such as drive-through restaurants, convenience stores and gasoline stations, and other more intensive commercial uses are more appropriate proximate to and within Activity Centers.

Policy Guidance

1. Access management techniques that consolidate methods of ingress and egress as a means to preserve transportation system capacity are encouraged.
2. To increase the vitality of corridors and their adjacent Activity Centers, new development should be sited with fronts facing the road or other site orientations to create a “main street” pattern of development.
3. Vertical mixing of uses (“stacking”) is the preferred form of development along the corridor and generally should range from 2-5 stories, with the tallest buildings in transition areas outside of activity centers and lower heights along the central portions of the corridor.
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 is encouraged. Consideration should be given to reduce parking requirements to facilitate redevelopment of underutilized properties.
7. Internal circulation for vehicles and pedestrians should be provided between uses, and connectivity with adjacent developments is preferred.

MIXED-USE CORRIDOR

8. 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.

Relevant Plans

Broad River Road Corridor Master Plan, Lower Richland Community Strategic Master Plan, Southeast Richland Neighborhood Master Plan, The Renaissance Plan: Decker Boulevard/Woodfield Park Area, Trenholm Acres Master Plan

Priority Investment Areas

#9 Decker Boulevard and Two Notch Road

Areas of Common Interest

Proposed projects in the Northwest, Northeast, Beltway, 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

OI, NC, GC, RS-HS, RM-MD, RM-HD, PDD, RD, CRD, DBWP



S-40-52



Columbia, South Carolina



Google Street View

Jul 2022

[See more dates](#)

20.a



← 498 State Rd S-40-53

Elgin, South Carolina

 Google Street View

Oct 2022

[See more dates](#)

20.a



Google

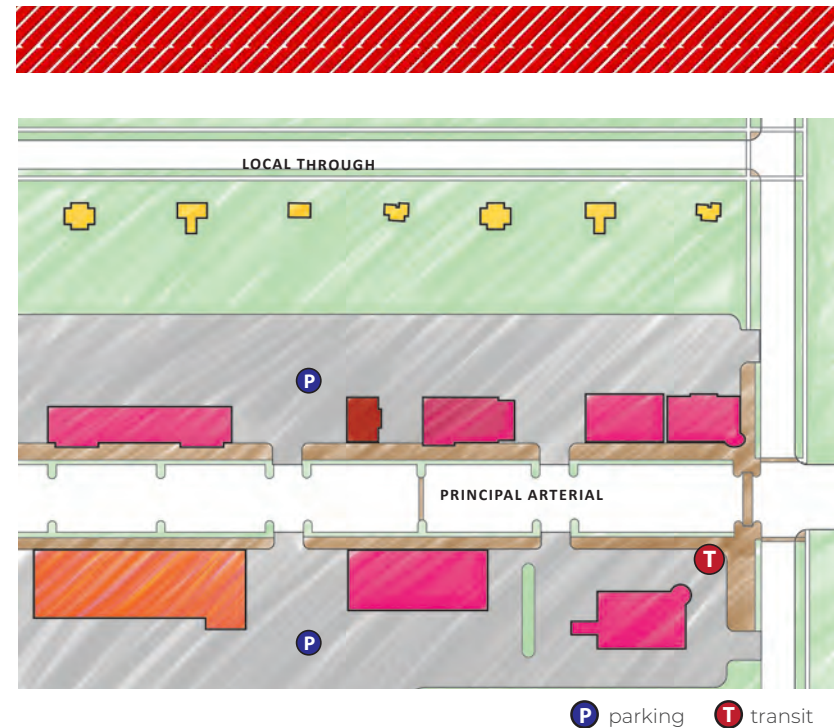
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Proposed Future Land Use Classification

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

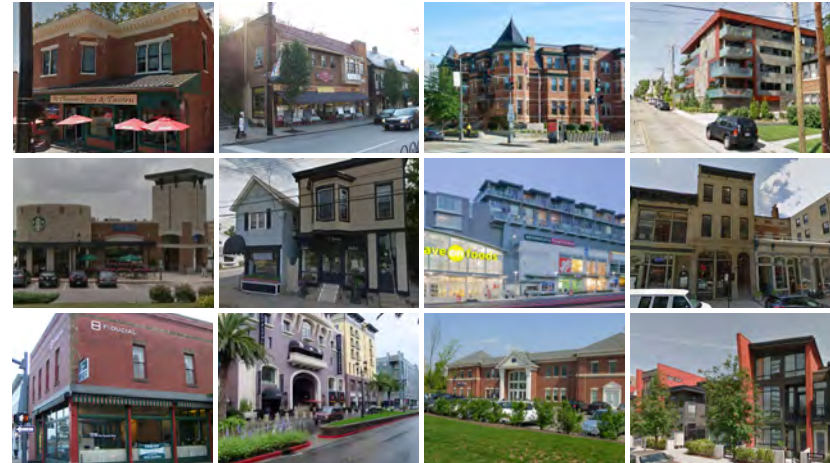
- Single-family Attached
- Civic/Institutional Small to Large
- Business/Employment Large (excl. Flex)
- Cemeteries & Mausoleums
- Parking Structures & Lots

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.

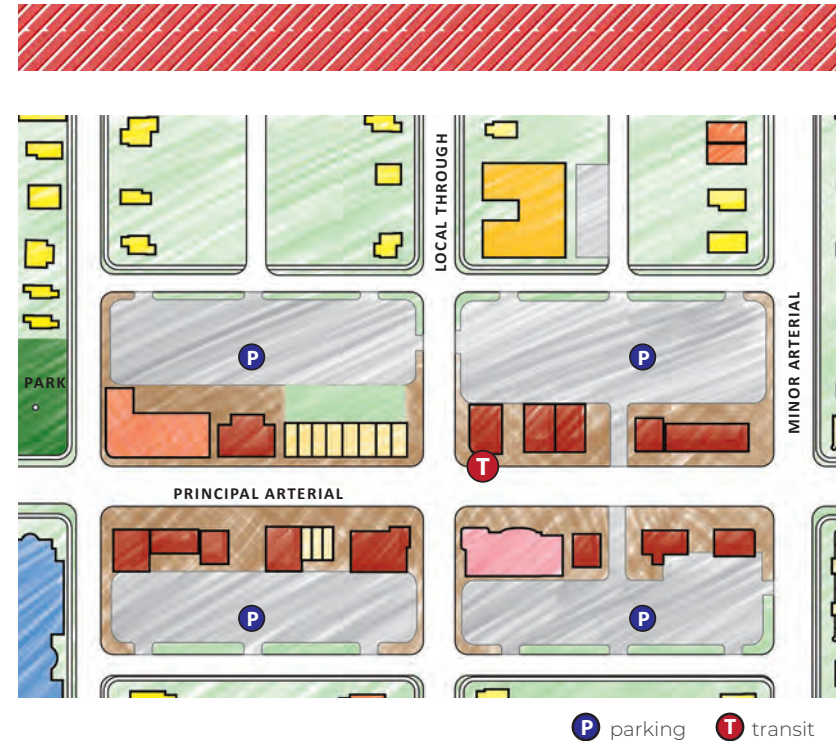


- Open spaces are provided on individual lots in the form of perimeter plantings and buffer yards are typical.
- Consolidated architectural details and finishes are encouraged to create a cohesive appearance along corridors. Buildings are typically one to two stories.

Development Types

NEIGHBORHOOD ACTIVITY CORRIDOR (AC-1)

Neighborhood Activity Corridors are a linear extension of a Neighborhood or Community Activity Center. They contain nearly identical building types and uses to a Neighborhood Activity Center; the primary difference is the configuration of the lots and the lack of an internal subdivision or street network. Uses are generally built on frontage lots along minor arterial or collector roadways but may also be found along principal arterials. They serve surrounding neighborhoods within a one-mile drive or a 15-minute walk and typically consist of a limited collection of commercial and service uses.



AC-1 BUILDING TYPES/LAND USES

PRIMARY TYPES

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

SECONDARY TYPES

- Single-family Attached
- Multi-family Small & Medium
- Civic/Institutional Small to Large

TERTIARY TYPES

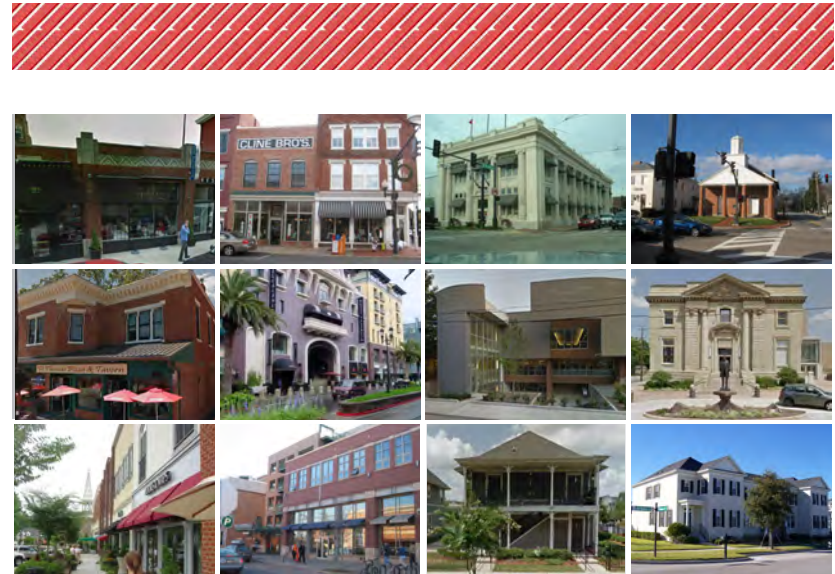
- Cemeteries & Mausoleums
- Parking Structures & Lots

See matrix for appropriate park/open space types.

Development Types

AC-1 DEVELOPMENT PATTERN/CONTEXT

- Streets are generally minor arterials or collectors carrying moderate multi-modal traffic volumes. Streets and rights-of-way are wide and typically straight with wide sidewalks and tree lawns.
- Blocks are generally the base component of this development type, and the uses in the activity corridor typically occupy the face of the block adjacent to the corridor. Alleyways can be used in redevelopment or infill to provide access to small rear parking lots.
- The subdivision of lots is regular within a block with small, equally sized parcels typically meeting mid-block. Deeper lots are typically found along major roads.
- Buildings are oriented toward the street and generally located to the front of the lot, right behind the sidewalk or a shallow setback, however they may have a small lawn when a converted residential structure is used. Access to businesses should be provided from the sidewalk.
- Individual buildings may be attached or built close to each other to establish a continuous street frontage.
- Building types may be mixed on a block, but setbacks are typically consistent and the scale of adjacent buildings is similar.
- Structures may utilize on-street parking or may have small parking areas behind the building.
- These corridors are often located along transit routes, and sidewalks and bike lanes should be incorporated to allow safe access to businesses in corridors.



- Open spaces provided on individual lots in the form of perimeter plantings and buffer yards are typical, as are tree and vegetation-lined rights-of-way. Pedestrian-oriented streetscape elements such as benches, street trees, landscaping, and outdoor dining areas are typical.
- Architectural detailing is human scale and includes windows, front entrances, porches, stoops, and /or balconies. The majority of buildings are 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.: 2023-089

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

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 200 Clemson Road and 300 Clemson Road and TMS# 25700-02-03 (portion) and TMS# 25700-02-05 (portion) containing 29.4 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 114.14, and assigned a future land use classification of Community Activity Corridor (AC-2) and Neighborhood Activity Corridor (AC-1) and zoning of General Commercial District (GC).

PROPERTY DESCRIPTION: See Attached Exhibit "A"

Richland County TMS NOS.: 25700-02-03 (portion) and 25700-02-05 (portion)

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:

LEGAL DEPARTMENT DRAFT

ORDINANCE NO.: 2023-089
EXHIBIT "A"
PROPERTY DESCRIPTION

All those certain pieces, parcels or lots of land, together with improvements thereon, if any, situate, lying and being located near the City of Columbia, in the County of Richland, State of South Carolina, and shown as $\pm$ 3.9 ac. portion to be annexed, $\pm$ 9.1 ac. portion to be annexed, $\pm$ 15.4 ac. portion to be annexed, and $\pm$ 1.0 ac. portion to be annexed, on an Annexation Exhibit, Project No. 22010, dated April 11, 2023. Said Annexation Exhibit being incorporated by reference for a more complete description of the property.

LEGAL DEPARTMENT DRAFT

Last revised 7/14/2023

23017614

MEMORANDUM

Office of the City Manager

TO: Department Heads

FROM: Teresa Wilson, City Manager

DATE: June 20, 2023

RE: **Property Address:** ± 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
Richland County TMS#: 25700-02-03 (portion) and 25700-02-05 (portion)
Owner(s): Lee Lorick Prina II, Successor Trustee
Current Use: Undeveloped
Proposed Use: Commercial
Current County Land Use: Mixed Use Corridor
Proposed City Land Use: Community Activity Corridor (AC-2) and Neighborhood Activity Corridor (AC-1)
Current County Zoning: Rural (RU) and Residential Single Family Low Density (RS-LD)
Proposed City Zoning: General Commercial (GC)
Reason for Annexation: Municipal Services; Primary Area
City Council District: 4
Census Tract: 114.14

The Planning & Development Services advises that the above referenced property has been offered for annexation. Attached, please find a map or drawing reflecting the property. You are directed to forward your comments and/or recommendations regarding the issue of whether to annex or not to Planning & Development Services. Planning & Development Services will compile your comments for City Council consideration.

Planning & Development Services staff will see to it that this matter is placed on the **July 13, 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
AC - 1 on 7/13/2023 (mm/dd/yyyy).

Planning Commission Zoning Recommendation: GC (Zoning classification) by 5 - 0
 on 7/13/2023 (mm/dd/yyyy).


 (Signature of Annexation Coordinator)



WOODCREEK RIDGE DR

SPEARS CREEK CHURCH RD

Subject Property

PEACH GROVE CIR

BROCKWAY DR



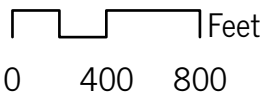
Future Land Use

± 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 (portions of TMS# 25700-02-03 (portion) and 25700-02-05 (portion))
 Current Richland Co. Future Land Use: Mixed Use Corridor
 Proposed City Future Land Use: Community Activity Corridor (AC-2) and Neighborhood Activity Corridor (AC-1)

20.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
- UER-1 - Urban Edge Residential Small Lot
- UER-2 - Urban Edge Residential Large Lot
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- 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

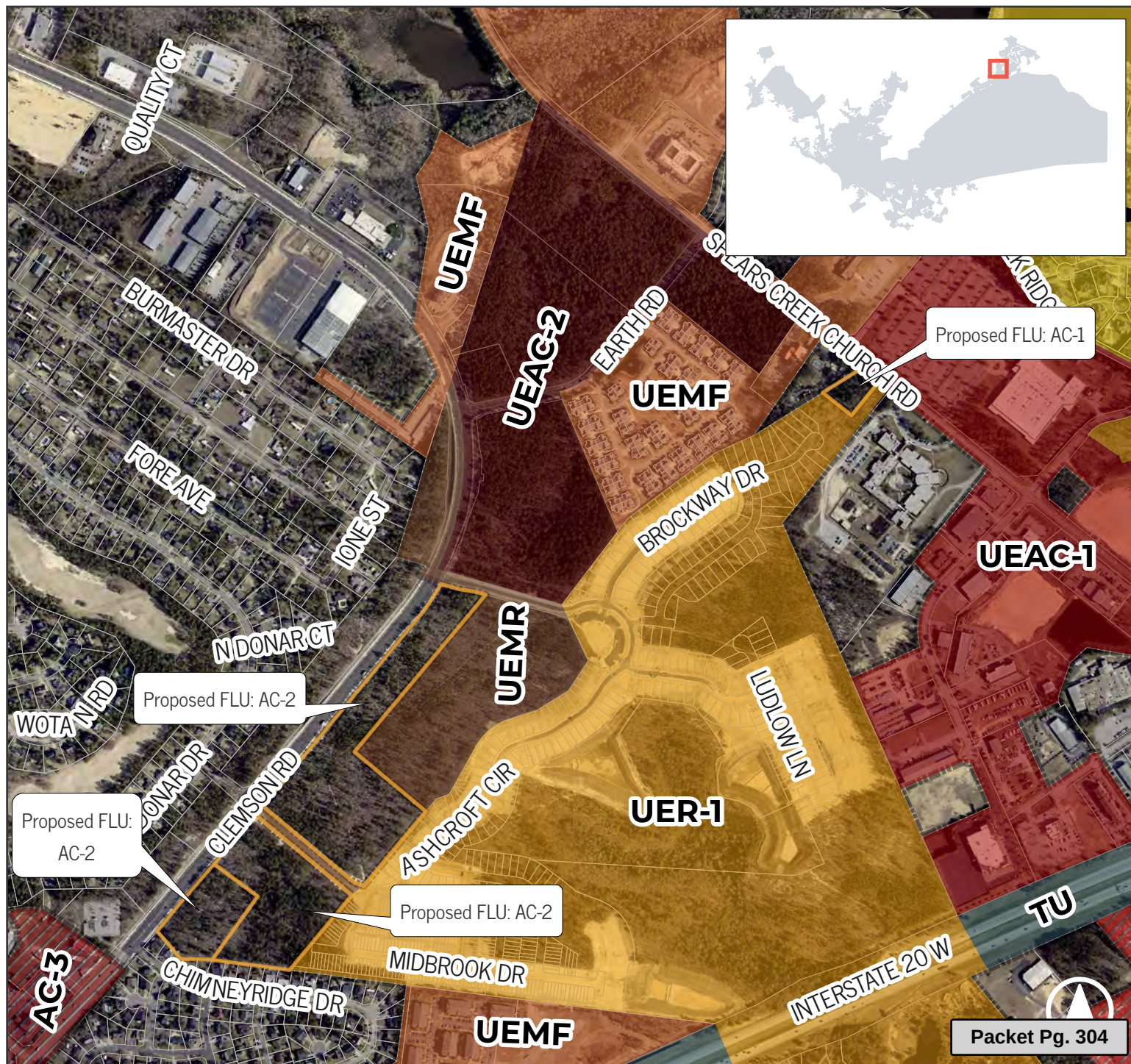


Planning & Development Services Department

Created by: ladeforth Date: 6/16/2023



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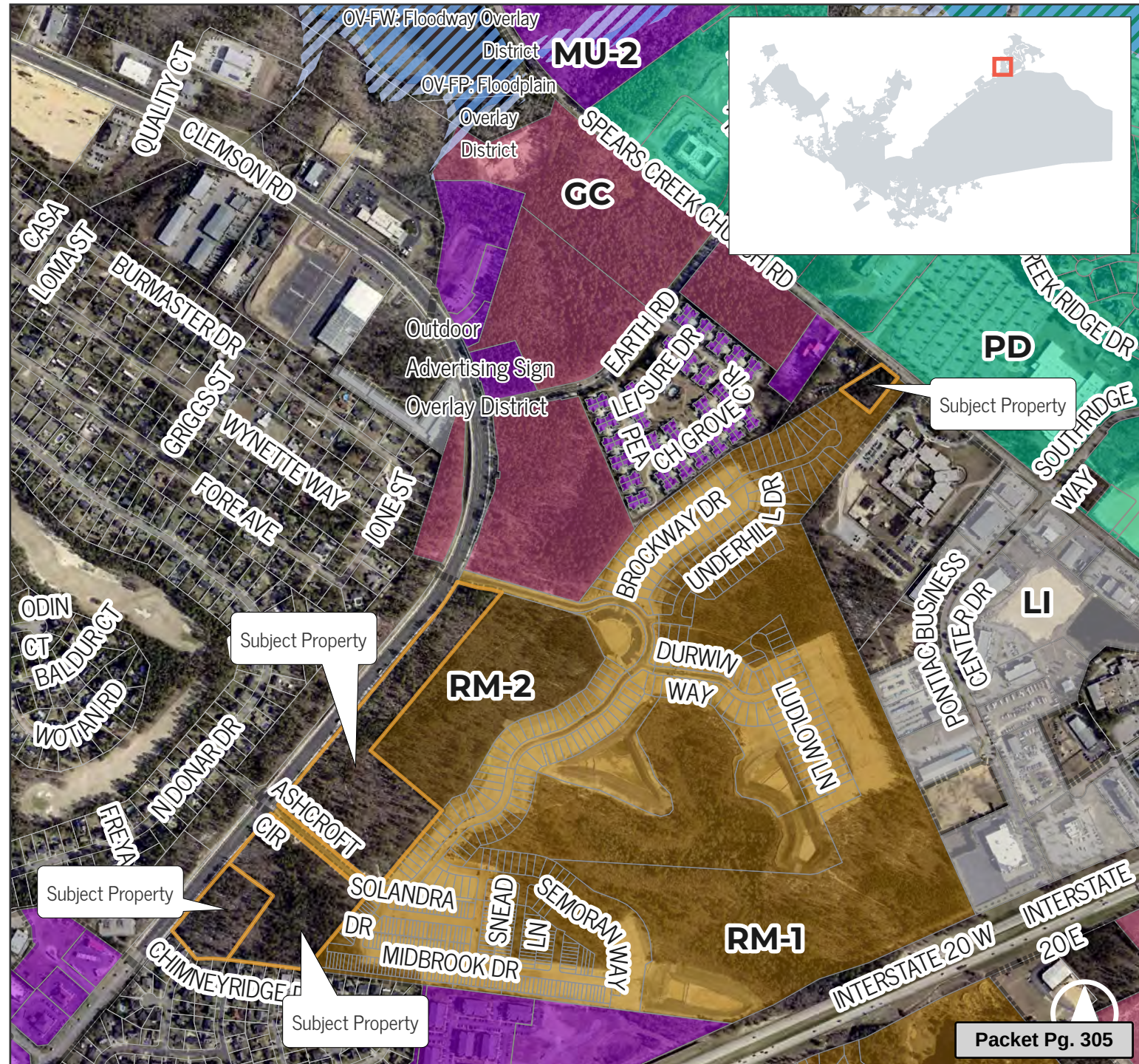
Zoning

± 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)
 Current Richland Co. Zoning: Rural (RU) and Residential Single Family Low Density (RS-LD)
 Proposed City Zoning: General Commercial (GC)

20.c

Legend

- GC: General Commercial District
- MU-2: Mixed-Use
- RM-2: Residential Mixed
- RM-1: Residential Mixed
- LI: Light Industrial District
- PD: Planned Development
- OV-OAS: Outdoor Advertising Sign Overlay District
- OV-FW: Floodway Overlay District
- OV-FP: Floodplain Overlay District
- Parcels
- City Limits



0 400 800 Feet

Planning & Development Services Department

Created by: ladeforth Date: 6/16/2023



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

The undersigned, being the owner(s) of the property described below hereby petition(s) the Mayor and City Council for annexation to the City of Columbia, South Carolina pursuant to S.C. Code Ann. Section 5-3-150, 1976, as amended.

Property Description: All those certain pieces, parcels or lots of land, together with improvements thereon, if any, situate, lying and being located near the City of Columbia, in the County of Richland, State of South Carolina, and shown as $\pm$ 3.9 ac. portion to be annexed, $\pm$ 9.1 ac. portion to be annexed, $\pm$ 15.4 ac. portion to be annexed, and $\pm$ 1.0 ac. portion to be annexed, on an Annexation Exhibit, Project No. 22010, dated April 11, 2023. Said Annexation Exhibit being incorporated by reference for a more complete description of the property.

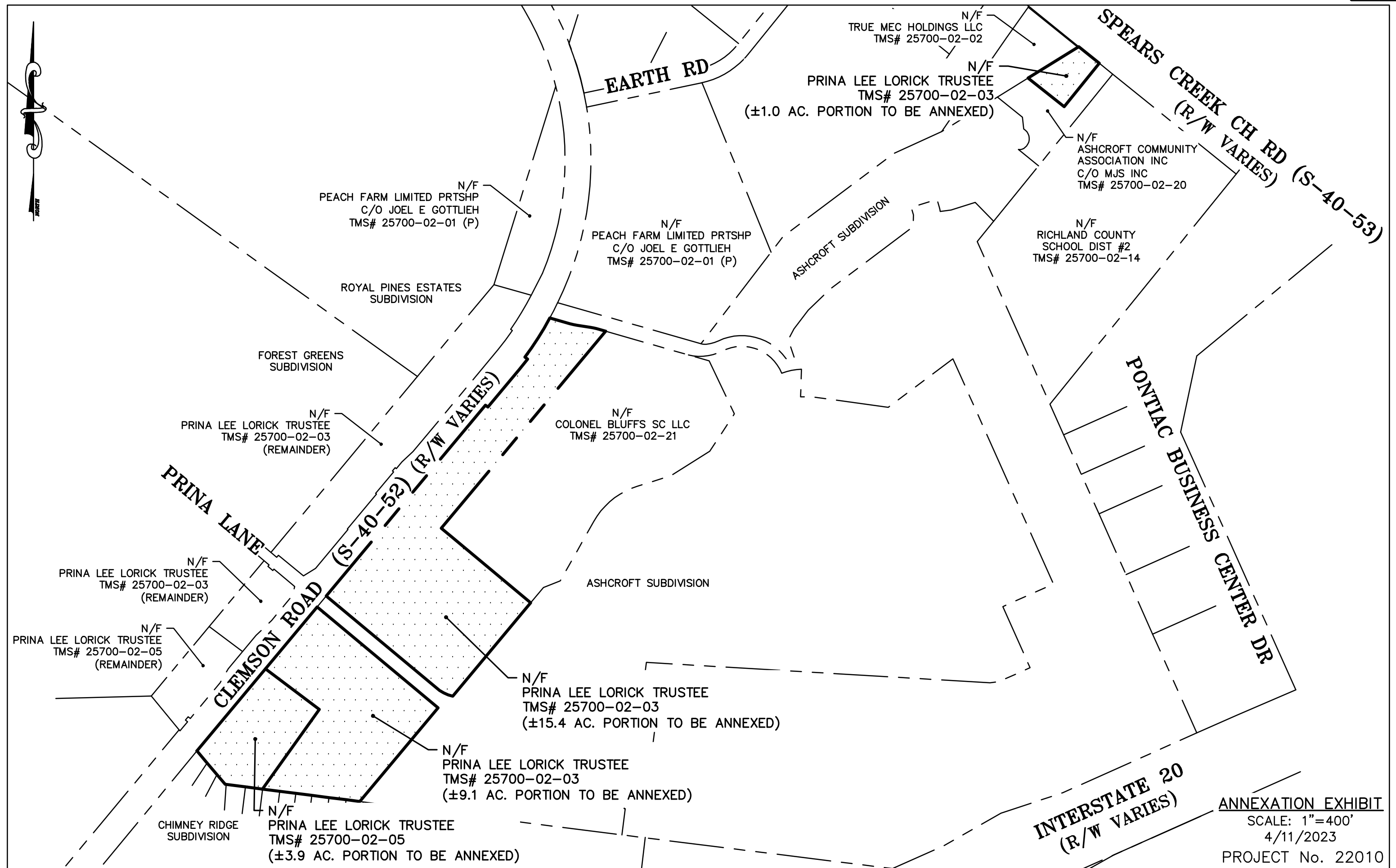
Richland County TMS: 25700-02-03 (portion) and 25700-02-05 (portion)

Property Address: $\pm$ 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

Lee Lorick Prina II, Successor Trustee

Lee Lorick Prina II, Successor Trustee
 Lee Lorick Prina Revocable Trust
 Agreement, dated September 11, 1992

Date: 5/12/23



ANNEXATION EXHIBIT
SCALE: 1"=400'
4/11/2023
PROJECT No. 22010



We Are Columbia

MEETING DATE: September 5, 2023

DEPARTMENT: Planning and Development Services

FROM: *Krista Hampton, Director*

SUBJECT: ZONING MAP AMENDMENT CONFIRMATION for 800 Dutch Square Boulevard; TMS# 07401-07-21

**FUNDING SOURCE &
ORIGINAL BUDGET:**

CLEAN WATER 2020?: No

PURPOSE:

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

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)

First reading approval was given on August 15, 2023.

ATTACHMENTS:

- **#a:** ZMA-2023-0011_Confirm_DutchSq_ZPH (PDF)
- **#b:** 2023-095 - Zoning Map Amendment to confirm zoning of 800 Dutch Square Blvd (PDF)

- #c: 800 Dutch Square Blvd. - 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 CONFIRMATION CASE SUMMARY 800 Dutch Square Blvd., TMS# 07401-07-21

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)
1 st Reading:	08/15/2023; Pending
2 nd Reading:	09/05/2023; Pending

CURRENT PARCEL CHARACTERISTICS/CONDITIONS

Acreage: 6.43 acres
Current Use: Commercial
Proposed Use: Commercial and Residential
Current Interim Land Use Classification: Urban Core Community Activity Center (UCAC-2)
Proposed Land Use Classification: Urban Core Community Activity Center (UCAC-2)
Current Interim Zoning: Community Activity Center/Corridor (CAC)
Proposed Zoning: Community Activity Center/Corridor (CAC)
Census Tract: 104.03

PLANS, POLICIES, AND LAND USE

Comprehensive Plan Land Use Classification

The proposed future land use classification for the subject property is Urban Core Community Activity Center (UCAC-2) in the *Columbia Compass: Envision 2036* Future Land Use Map. The property is currently assigned an interim future land use of Urban Core Community Activity Center (UCAC-2).

Refer to attached land use classification description.

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

The subject property is located within the study area of the *Broad River Corridor and Community Master Plan*, adopted by Richland County in 2010. The property falls within the Dutch Square West Neighborhood Sub-Area (Page 48), and the Plan assigned a proposed land use character district of Transition Mixed-Use District to the

subject property, and indicates that the property falls within a half-mile radius of the nearby Corridor Mixed-Use District (Page 32). The property is within a half-mile radius of the Dutch Square Node (Page 61), but is not located within a catalyst project area and is not identified as an infill redevelopment opportunity (page 53).

PROPOSED ZONING DISTRICT SUMMARY

The parcel currently has interim zoning of Community Activity Center/Corridor (CAC). Surrounding parcels within the City of Columbia are currently zoned Regional Activity Center/Corridor (RAC) to the southeast, and Community Activity Center/Corridor (CAC) to the southwest. Surrounding parcels in unincorporated Richland County are currently zoned General Commercial (GC) to the east, west, and south, and residential low-density (RS-LD) to the north.

The proposed City of Columbia zoning district is Community Activity Center/Corridor (CAC).

Refer to attached zoning classification description.

STAFF RECOMMENDATION

Staff recommends the confirmation of the zoning of Community Activity Center/Corridor (CAC) on the property.



Future Land Use

800 Dutch Square Boulevard, TMS# 07401-07-21

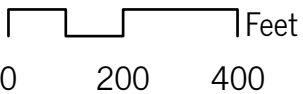
Current Future Land Use: Interim Urban Core Community Activity Center (UCAC-2)

Proposed Future Land Use: Urban Core Community Activity Center (UCAC-2)

21.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
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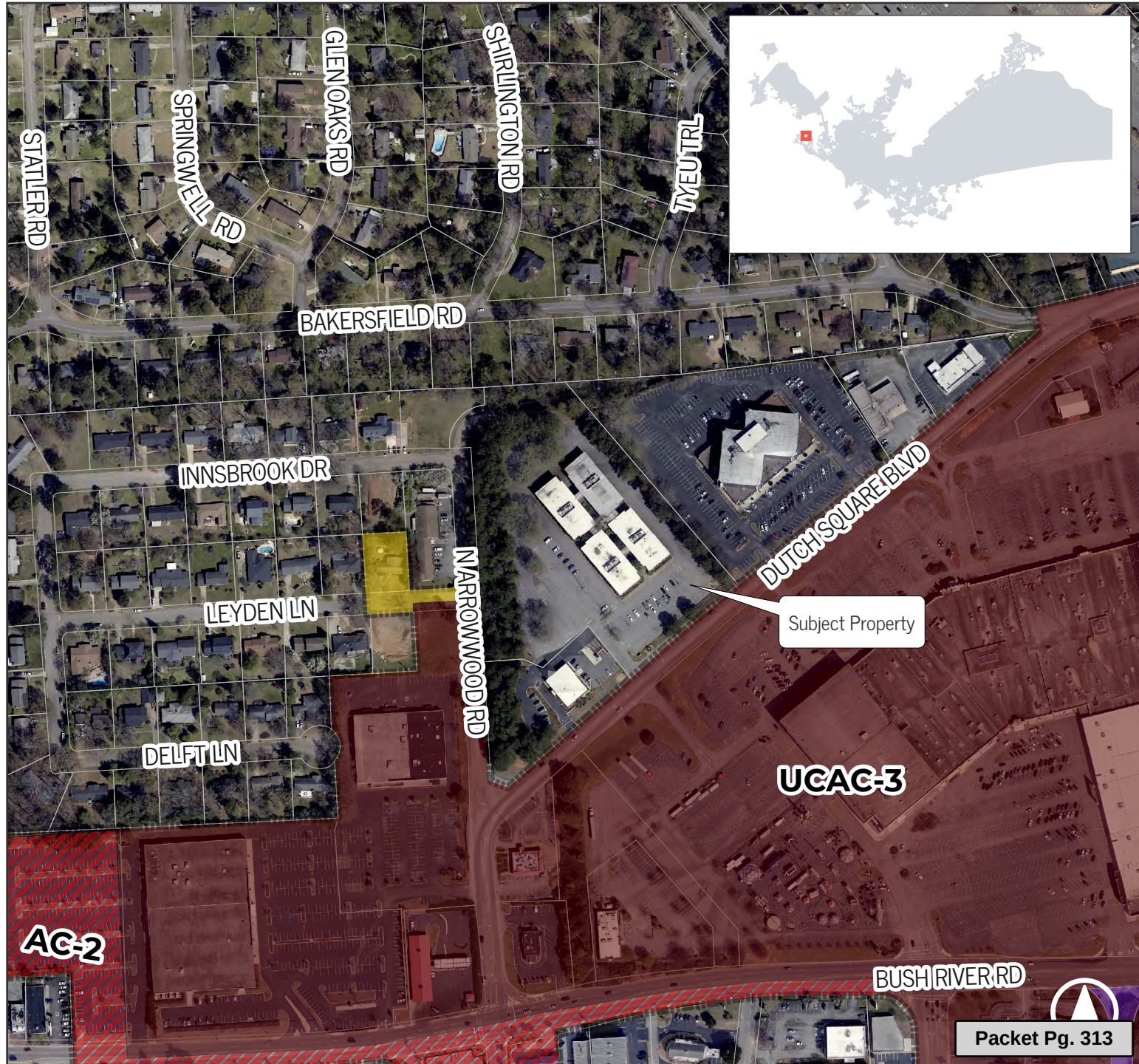


Planning & Development Services Department

Created by: ladeforth Date: 5/11/2023



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Zoning

800 Dutch Square Boulevard, TMS# 07401-07-21

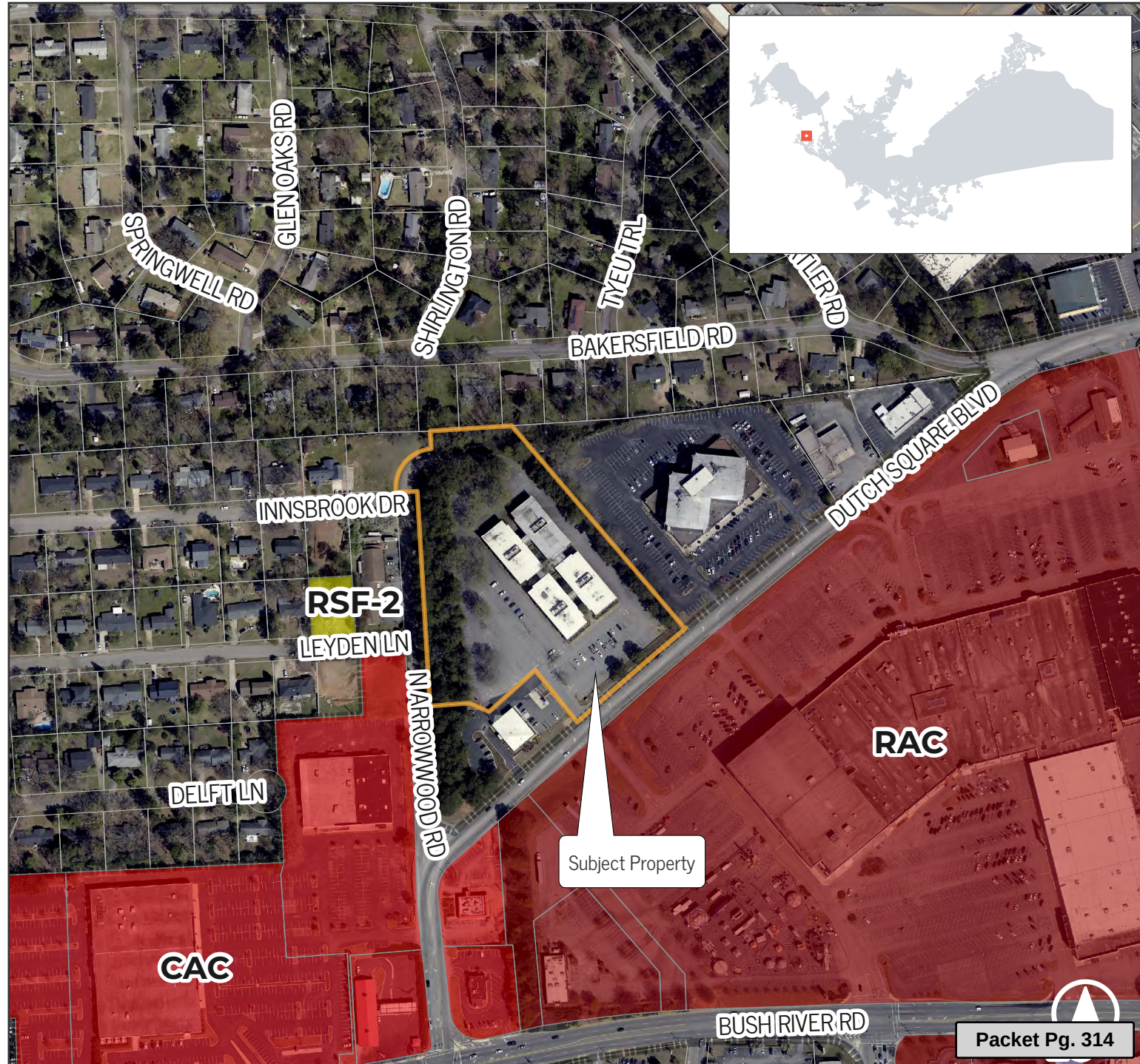
Current Zoning: Interim Community Activity Center/Corridor (CAC)

Proposed Zoning: Community Activity Center/Corridor (CAC)

21.a

Legend

- RAC: Regional Activity Center/Corridor
- CAC: Community Activity Center/Corridor
- RSF-2: Residential Single Family - Medium Lot District
- EC: Employment Campus District
- Parcels
- City Limits



0 200 400 Feet

Planning & Development Services Department

Created by: ladeforth Date: 5/11/2023



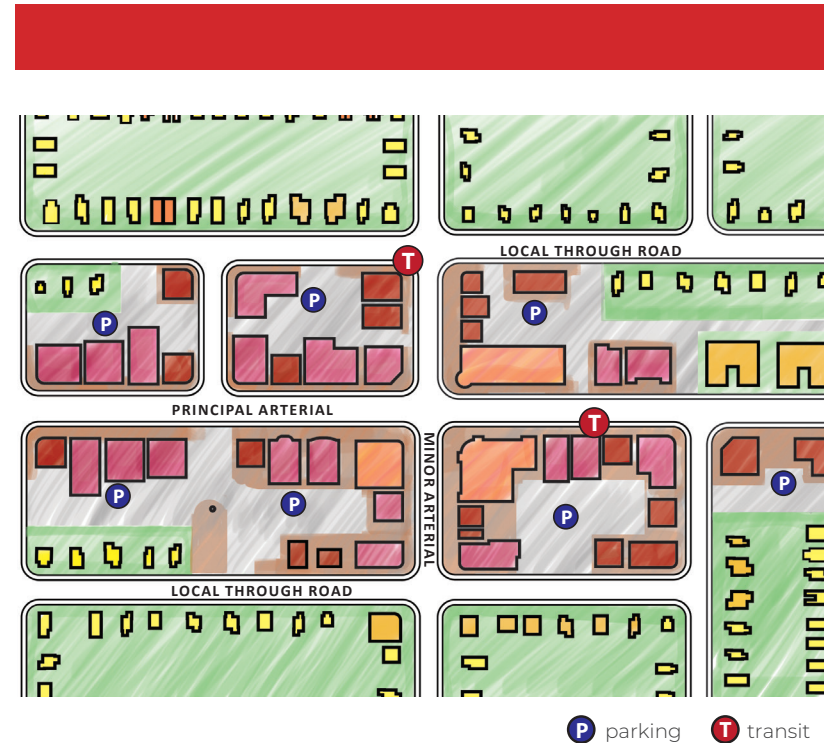
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Existing Future Land Use Classification

Development Types

URBAN CORE COMMUNITY ACTIVITY CENTER (UCAC-2)

Urban Core Community Activity Centers are medium scale collections of primarily business uses, developed within the urban grid of Columbia's neighborhoods. They are destination locations that serve an area of about a three-mile to five-mile radius or drive distance. These centers often occupy several city blocks (within a neighborhood) and include several dozen businesses and multi-family or mixed-use buildings. The destination nature of these centers means significant demand for transit facilities and parking. Their scale and architecture are larger than most of the surrounding single-family homes. They may be found as nodes in Urban Core Mixed Residential neighborhoods, or in lower intensity within Urban Core Residential neighborhoods.



UCAC-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

UCAC-2 DEVELOPMENT PATTERN/CONTEXT

- Blocks are square or rectangular, and the uses in the activity center typically occupy only a quarter or half of the block. Alleyways are not common but can be used in redevelopment or infill to provide access to rear parking lots.
- The subdivision of lots is regular within a block with small, equally sized parcels typically meeting mid-block. Multiple smaller lots are consolidated to accommodate larger buildings in an activity center. Deeper lots are typically found along major roads.
- Buildings are typically set to the sidewalk edge or may have a small lawn when a converted residential structure is used. Entrances should be located on the main façade. Front yard setbacks are typically consistent along a block.
- Individual buildings may be attached or built close to each other to establish a continuous street frontage. Individual lots may have only one narrow side yard and a zero lot line setback from front or side property lines.
- Building types may be mixed on a block, but setbacks are typically consistent and the scale of adjacent buildings is similar.
- Structures may just utilize on-street parking or may have small parking areas behind the building; activity center parking may be shared in small lots, and in some cases structured parking may be required in Community Activity Centers. Multimodal transit should also be factored into the design of activity centers.
- Open spaces in the form of neighborhood parks, plazas, linear parks, and greens are also contributing uses in an activity center. Pedestrian-oriented streetscape elements such as benches,



street trees, landscaping, and outdoor dining areas are typical.

- Architectural detailing is human scale but may include grander elements than found in Neighborhood Activity Centers. The majority of buildings are two to four stories; taller structures are strategically located where increased density and intensity are appropriate.

Proposed Zoning District



CAC: Community Activity Center/Corridor District

Purpose

The purpose of the Community Activity Center/Corridor (CAC) District is to provide lands that accommodate moderate-density, walkable, and medium-scale mixed-use development, and commercial development that serves multiple neighborhoods. Some auto-oriented uses are allowed, but the design and location of those uses must be compatible with and support pedestrian-oriented development. Allowed uses include live/work and multi-family dwellings, mixed-use, offices, recreation/entertainment, cultural facilities, restaurants, and drinking establishments. *No minimum parking.

Intensity and Dimensional Standards

Standard	Multi-family and Mixed-Use	All Other Uses
Lot Area, min. (sf.)	10,000	5,000
1 Lot Width, min. (ft.)	75	50
Lot Coverage, max. (% of site area)	N/A	
Density, max. (du/acre)	N/A	
2 Front Yard Setback, (ft.)	Min.	5 [1]
	Max.	15 [1]
3 Side Yard Setback, min. (ft.)	0 to 5	
4 Rear Yard Setback, min. (ft.)	20	
5 Building Height, max. (ft.)	75	

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

[1] In lieu of this standard, the Zoning Administrator may approve a front yard setback that is within 90 percent and 110 percent of the average front yard setback for properties on the same block face, if more than 50 percent of the lots on the block face have buildings.

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, live-work ¹	Broadcasting studio	Public safety facility
Dwelling, mixed-use	Newspaper or periodical publishing establishment	Social services facility
Dwelling, multifamily	Community recreation center	College or university
Continuing care retirement community (CCRC) ¹	Cultural facility	Elementary, middle, or high school
Dormitory, public	Day care facility ¹	School, business or trade
Fraternity or sorority house ²	Government office	Hospital
Residential care facility ²	Library	Laboratory, medical or dental
Rooming house or boardinghouse ²	Membership organization facility	Medical or dental clinic/office
	Place of worship ¹	Nursing care facility
		Arboretum or botanical garden

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.

CAC: COMMUNITY ACTIVITY CENTER/CORRIDOR

Cemetery	Performing arts center
Park or greenway ¹	Recreation facility, indoor, not elsewhere listed
Park and ride	Recreation facility, outdoor, not elsewhere listed
Parking lot ¹	Consumer goods store
Parking structure ¹	Convenience store ²
Passenger terminal, surface transportation	Farmers' market
Utility facility, major ²	Grocery store or food market
Utility facility, minor	Liquor store ²
Kennel ¹	Pawn shop ²
Veterinary hospital or clinic ¹	Gasoline sales and service station ¹
Self-service storage ¹	Personal vehicle repair and maintenance ¹
Eating establishment only ¹	Vehicle equipment supplies sales and rentals
Eating and drinking establishment, Type 1 ¹	Hotel or motel
Eating and drinking establishment, Type 2 ²	Community garden ¹
Funeral home or mortuary	Manufacturing, assembly, or fabrication, light
Business/Professional office	
Contractor's office	
Bank, retail	
Beauty salon or barbershop	
Body piercing or tattoo establishment ¹	
Dry cleaning pick-up ¹	
Laundry, coin-operated	
Nail salon	
Repair of personal goods	
Car wash	
Banquet hall	

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.: 2023-095

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

WHEREAS, an application has been made to amend the Official Zoning Map of the City of Columbia, S.C. to confirm the zoning for 800 Dutch Square Boulevard, Richland County TMS# 07401-07-21; 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 800 Dutch Square Boulevard and TMS# 07401-07-21 containing 6.43 acres and as shown in Attachment A, is hereby confirmed as Community Activity/Corridor District (CAC). The Official Zoning Map of the City of Columbia, S.C. is hereby amended to conform to this change.

Requested by:

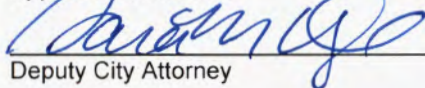
Assistant City Manager Gentry

Mayor

Approved by:

City Manager

Approved as to form:



Deputy City Attorney

ATTEST:

City Clerk

Introduced:
Final Reading:

LEGAL DEPARTMENT DRAFT

Zoning

800 Dutch Square Boulevard, TMS# 07401-07-21

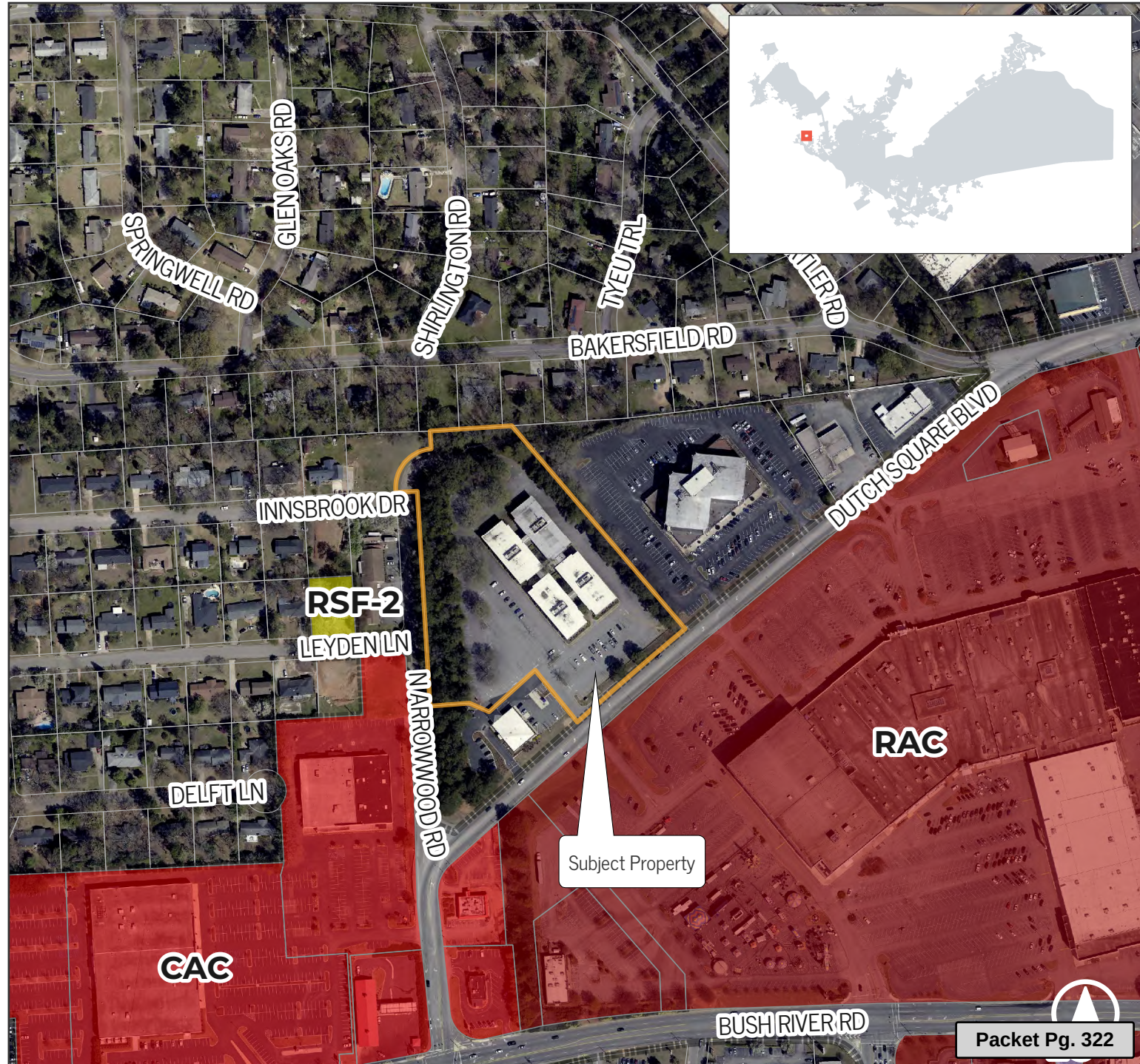
Current Zoning: Interim Community Activity Center/Corridor (CAC)

Proposed Zoning: Community Activity Center/Corridor (CAC)

21.c

Legend

- RAC: Regional Activity Center/Corridor
- CAC: Community Activity Center/Corridor
- RSF-2: Residential Single Family - Medium Lot District
- EC: Employment Campus District
- Parcels
- City Limits



0 200 400 Feet

Planning & Development Services Department

Created by: ladeforth Date: 5/11/2023



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We Are Columbia

MEETING DATE: September 5, 2023

DEPARTMENT: Planning and Development Services

FROM: *Krista Hampton, Director*

SUBJECT: FUTURE LAND USE MAP AMENDMENT
CONFIRMATION for 800 Dutch Square Boulevard;
TMS#07401-07-21

**FUNDING SOURCE &
ORIGINAL BUDGET:**

CLEAN WATER 2020?: No

PURPOSE:

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

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.

ATTACHMENTS:

- **#a:** LUMA-2023-0001_800DutchSquareBlvd_LUMAConfirm_ZPH (PDF)

- #b: 2023-090 - Ord. to Confirm FLU for 800 Dutch Square Blvd (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 29201

FUTURE LAND USE MAP AMENDMENT CONFIRMATION CASE SUMMARY 800 Dutch Square Boulevard; TMS# 07401-07-21

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)
ZPH, 1st Reading:	08/15/2023; Pending
2nd Reading:	09/05/2023; Pending

CURRENT PARCEL CHARACTERISTICS/CONDITIONS

Acreage: 6.43 acres
Current Use: Commercial
Proposed Use: Commercial and Residential
Current Interim Land Use Classification: Urban Core Community Activity Center (UCAC-2)
Proposed Land Use Classification: Urban Core Community Activity Center (UCAC-2)
Current Interim Zoning: Community Activity Center/Corridor (CAC)
Proposed Zoning: Community Activity Center/Corridor (CAC)
Census Tract: 104.03

PLANS, POLICIES, AND LAND USE

Comprehensive Plan Land Use Classification

The proposed future land use classification for the subject property is Urban Core Community Activity Center (UCAC-2) in the *Columbia Compass: Envision 2036* Future Land Use Map. The property is currently assigned an interim future land use of Urban Core Community Activity Center (UCAC-2).

Refer to attached land use classification description.

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

The subject property is located within the study area of the [*Broad River Corridor and Community Master Plan*](#), adopted by Richland County in 2010. The property falls within the Dutch Square West Neighborhood Sub-Area (Page 48), and the Plan assigned a proposed land use character district of Transition Mixed-Use District to the subject property, and indicates that the property falls within a half-mile radius of the nearby Corridor Mixed-Use District (Page 32). The property is within a half-mile radius of the Dutch Square Node (Page 61), but is not located within a catalyst project area and is not identified as an infill redevelopment opportunity (page 53).

STAFF RECOMMENDATION

Staff recommends confirmation of the future land classification of Urban Core Community Activity Center (UCAC-2) for the property.



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Future Land Use

800 Dutch Square Boulevard, TMS# 07401-07-21

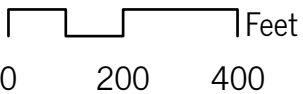
Current Future Land Use: Interim Urban Core Community Activity Center (UCAC-2)

Proposed Future Land Use: Urban Core Community Activity Center (UCAC-2)

22.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

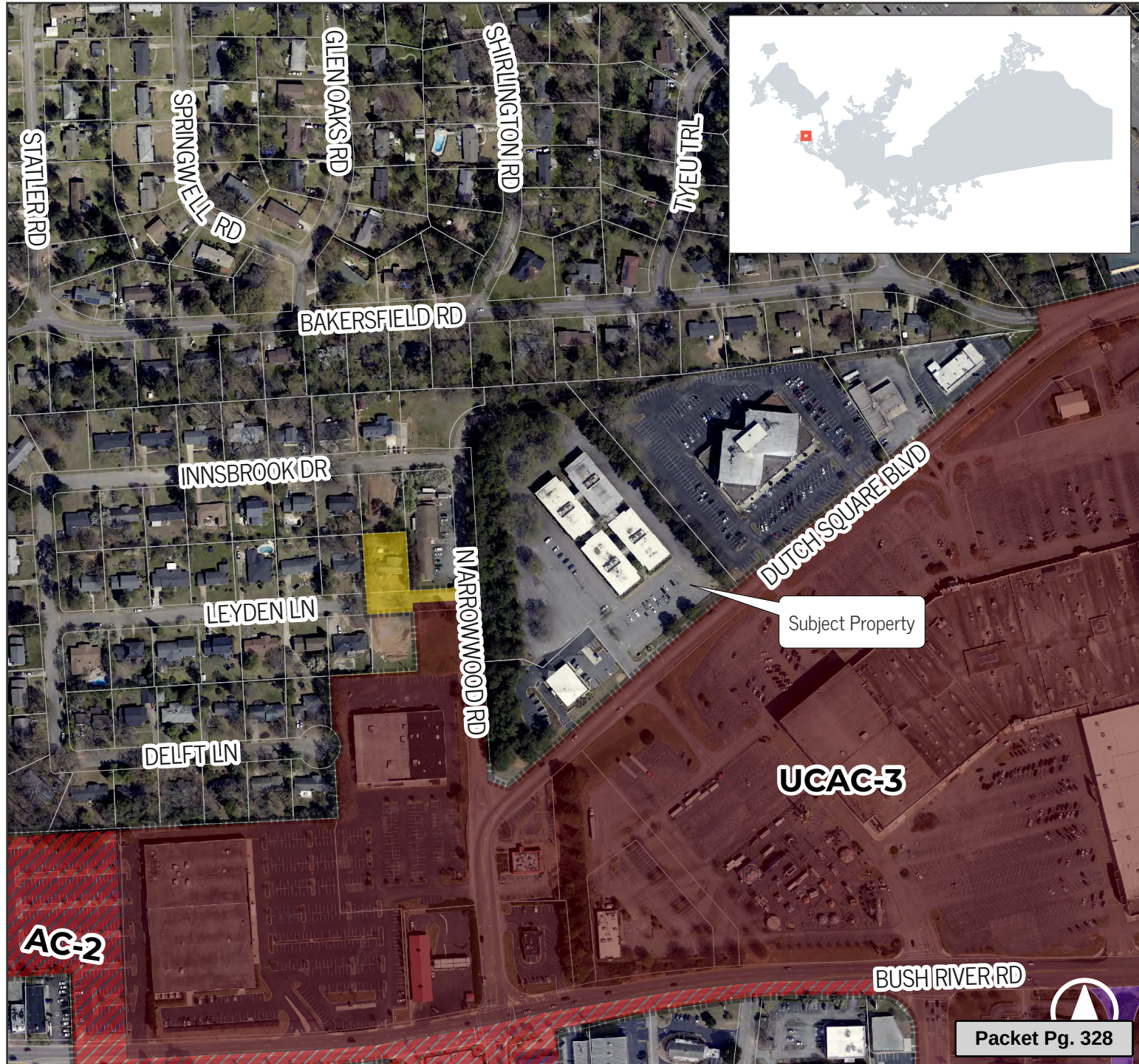


Planning & Development Services Department

Created by: ladeforth Date: 5/11/2023



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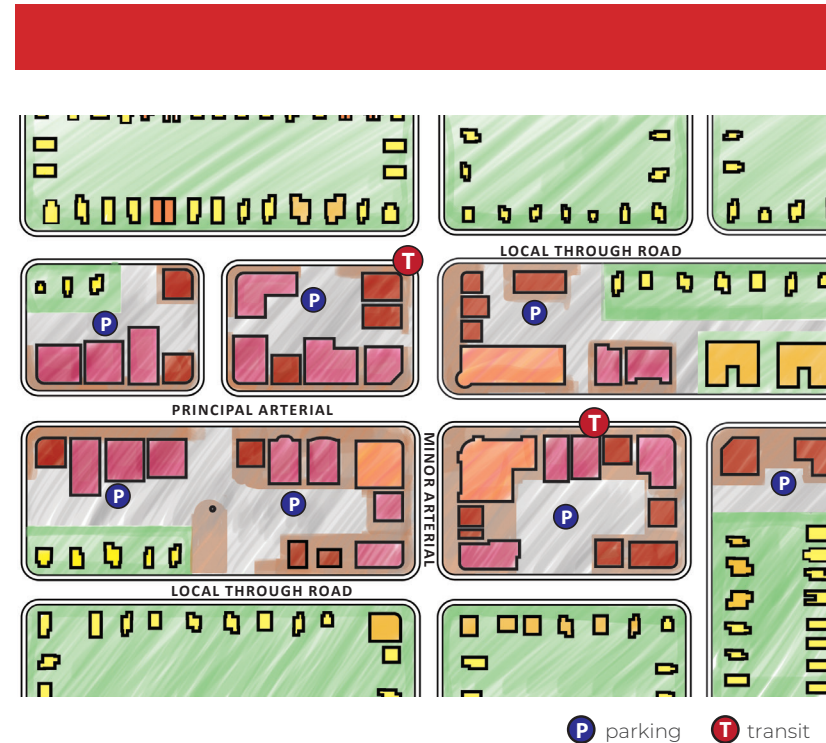


Proposed Future Land Use Classification

Development Types

URBAN CORE COMMUNITY ACTIVITY CENTER (UCAC-2)

Urban Core Community Activity Centers are medium scale collections of primarily business uses, developed within the urban grid of Columbia's neighborhoods. They are destination locations that serve an area of about a three-mile to five-mile radius or drive distance. These centers often occupy several city blocks (within a neighborhood) and include several dozen businesses and multi-family or mixed-use buildings. The destination nature of these centers means significant demand for transit facilities and parking. Their scale and architecture are larger than most of the surrounding single-family homes. They may be found as nodes in Urban Core Mixed Residential neighborhoods, or in lower intensity within Urban Core Residential neighborhoods.



UCAC-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

UCAC-2 DEVELOPMENT PATTERN/CONTEXT

- Blocks are square or rectangular, and the uses in the activity center typically occupy only a quarter or half of the block. Alleyways are not common but can be used in redevelopment or infill to provide access to rear parking lots.
- The subdivision of lots is regular within a block with small, equally sized parcels typically meeting mid-block. Multiple smaller lots are consolidated to accommodate larger buildings in an activity center. Deeper lots are typically found along major roads.
- Buildings are typically set to the sidewalk edge or may have a small lawn when a converted residential structure is used. Entrances should be located on the main façade. Front yard setbacks are typically consistent along a block.
- Individual buildings may be attached or built close to each other to establish a continuous street frontage. Individual lots may have only one narrow side yard and a zero lot line setback from front or side property lines.
- Building types may be mixed on a block, but setbacks are typically consistent and the scale of adjacent buildings is similar.
- Structures may just utilize on-street parking or may have small parking areas behind the building; activity center parking may be shared in small lots, and in some cases structured parking may be required in Community Activity Centers. Multimodal transit should also be factored into the design of activity centers.
- Open spaces in the form of neighborhood parks, plazas, linear parks, and greens are also contributing uses in an activity center. Pedestrian-oriented streetscape elements such as benches,



street trees, landscaping, and outdoor dining areas are typical.

- Architectural detailing is human scale but may include grander elements than found in Neighborhood Activity Centers. The majority of buildings are two to four stories; taller structures are strategically located where increased density and intensity are appropriate.

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

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

WHEREAS, City Council adopted Columbia Compass: Envision 2036 as the City of Columbia Comprehensive Plan by Ordinance No.: 2020-028 adopting Columbia Compass: Envision 2036 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 (Title 6, Chapter 29 of the SC Code); and,

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

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

WHEREAS, the Columbia City Council has determined that the future land use classification of Urban Core Community Activity Center (UCAC-2) is appropriate for the subject property; 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 800 Dutch Square Boulevard; Richland County TMS# 07401-07-21, annexed into the City of Columbia by Ordinance No.: 2023-050 enacted on May 16, 2023, and as shown in Attachment A, shall be incorporated into Columbia Compass: Envision 2036 adopted by Ordinance No.: 2020-028 on August 4, 2020, with a future land use classification of Urban Core Community Activity Center (UCAC-2).

Requested by:

Assistant City Manager Gentry _____

Mayor

Approved by:

City Manager

Approved as to form:

Deputy City Attorney

ATTEST:

City Clerk

Introduced:

Final Reading:

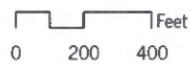
Attachment A

Future Land Use

800 Dutch Square Boulevard, TMS# 07401-07-21

Current Future Land Use: Interim Urban Core Community Activity Center (UCAC-2)

Proposed Future Land Use: Urban Core Community Activity Center (UCAC-2)



Planning & Development
Services Department

Created by: ladelorth Date: 5/11/2023



This is especially true in cases that require an in-depth understanding of well-known concepts, only a fraction of which are included in the program, and the student's ability to use the program is dependent on his or her knowledge of the concepts. The student's knowledge of the concepts is the most important factor in determining the student's ability to use the program.





We Are Columbia

MEETING DATE: September 5, 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

ATTACHMENTS:

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

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:

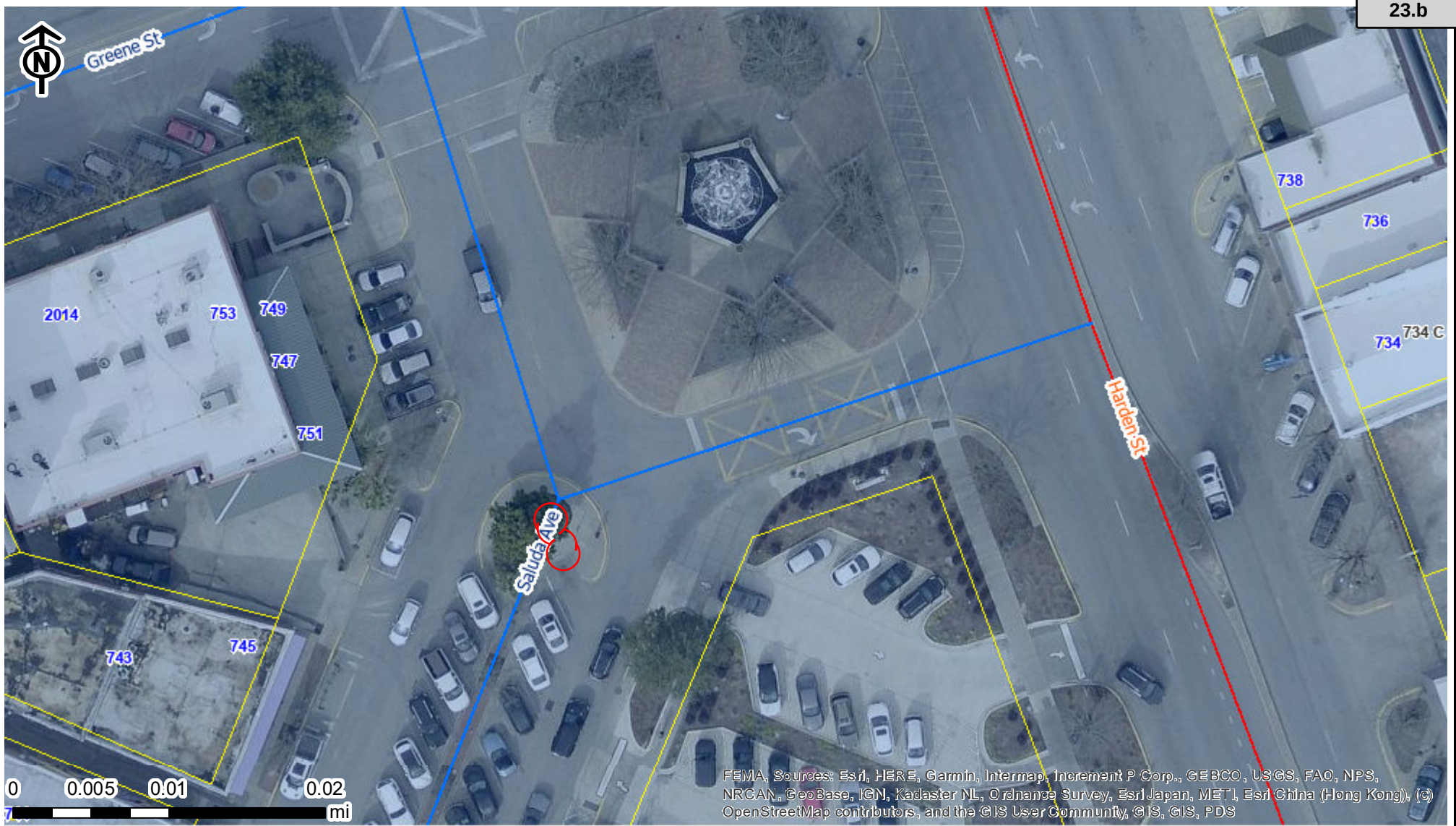
**CITY COUNCIL
ENCROACHMENT SUMMARY
2023-102**



**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:

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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

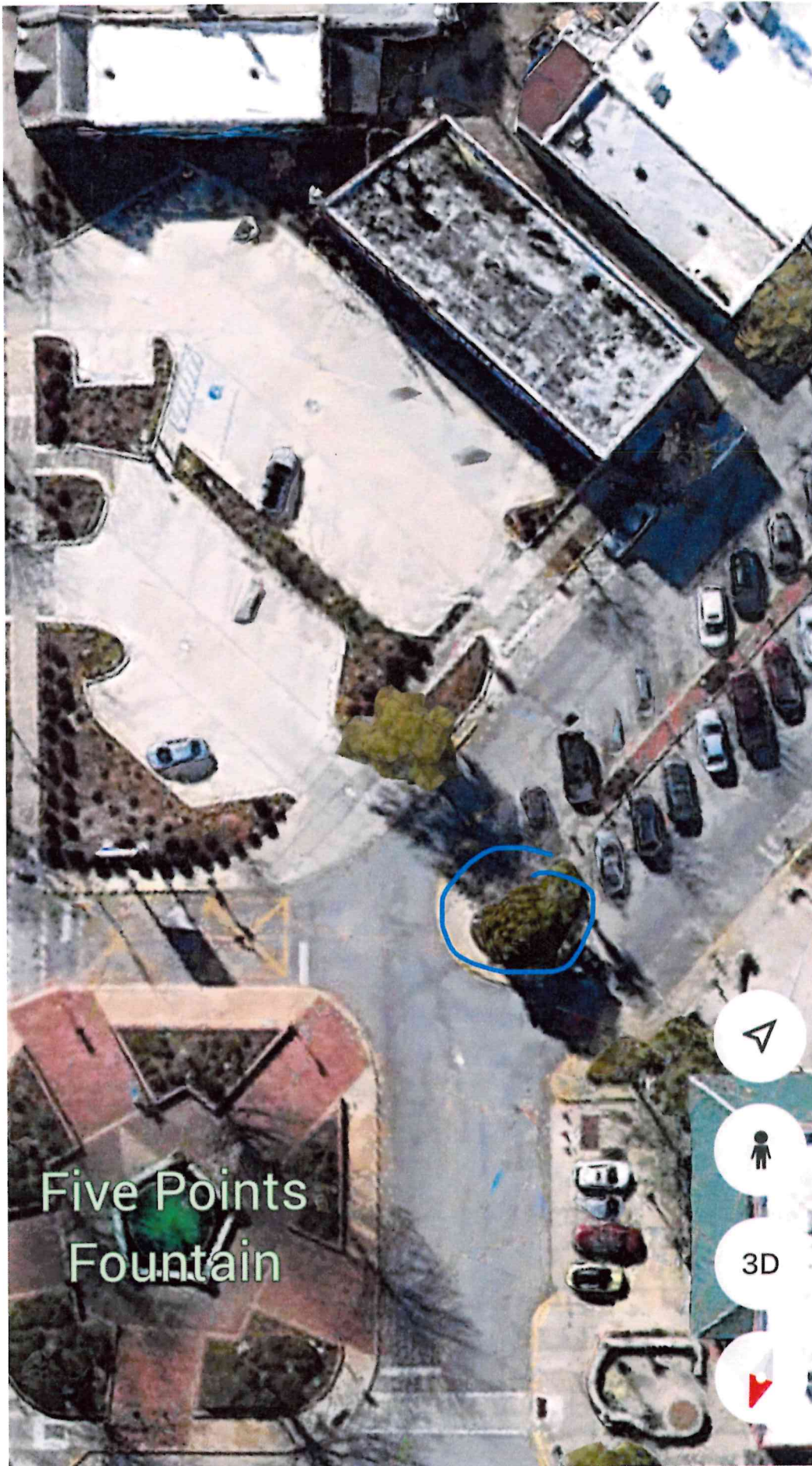
Print Name

Heather McDonald

Date

07/25/2023







We Are Columbia

MEETING DATE: September 5, 2023

DEPARTMENT: Legal Department

FROM: *Teresa Knox, City Attorney*

SUBJECT: 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

FUNDING SOURCE & ORIGINAL BUDGET:

FOCUS AREAS: Planning Together

ATTACHMENTS:

- **#a:** 2023-103 - Jay's Encroachment (PDF)
- **#b:** Jay's Encroachment Case packet (PDF)

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

WHEREAS, Jay's Bar and Grill, (hereinafter "Grantee") desires to utilize a portion 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 measuring approximately eight (8') feet in height and approximately ninety six (96") inches by fifty five (55") inches in width, adjacent to 902 Gervais Street, Suite F, 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 area of the 900 block of Gervais Street adjacent to 902 Gervais Street, Suite F, Richland County TMS# 08916-12-01, for the installation and maintenance of an accessory building for the adjoining business measuring approximately eight (8') feet in height and approximately ninety six (96") inches by fifty five (55") inches in width, 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.
8. Design review and approval from the Design Development Review Commission (DDRC) shall be required for the structure.

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

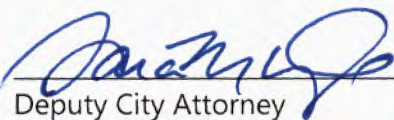
Mayor

Approved by:

City Manager

Approved as to form:

ATTEST:


Deputy City Attorney

City Clerk

Introduced:

Final Reading:

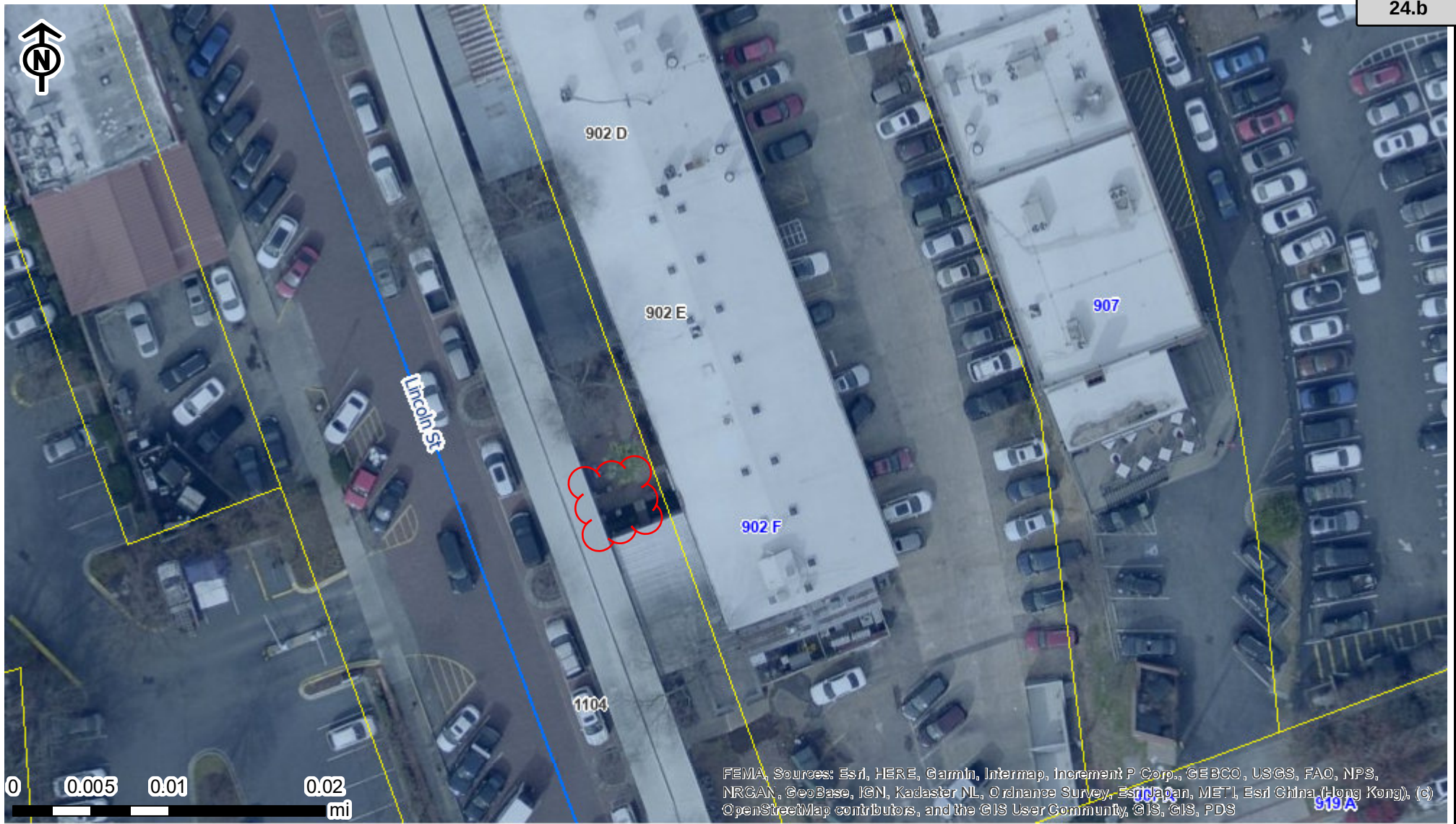
**CITY COUNCIL
ENCROACHMENT SUMMARY
2023-103**



**900 BLOCK OF GERVAIS STREET
ADJACENT TO 902 GERVAIS STREET, SUITE F
ACCESSORY BUILDING FOR ADJOINING BUSINESS**

Subject Property:	Right-of-way adjacent to 902 Gervais Street, Suite F
Council District:	2
Proposal:	The applicant is requesting an encroachment for installation and maintenance of an accessory building for the adjoining business.
Applicant:	Jay's Bar and Grill
Staff Recommendation:	Denial.

Detail:	The applicant is requesting an encroachment for installation and maintenance of an accessory building for the adjoining business measuring approximately eight (8') feet in height and approximately ninety six (96") inches by fifty five (55") inches in width, adjacent to 902 Gervais Street, Suite F, as shown on the attached drawings; and, Staff recommends denial of this request for the following reason (s): 1. While permanent encroachments are routinely granted for private entities to enhance their businesses, the general best practices are for those encroachments to also provide a benefit to the public realm, and should meet the design criteria of the district if applicable. This request does not meet those standards. 2. Should this encroachment be approved by Council, design review from the Design Development Review Commission (DDRC) shall be required. It has been determined that this accessory building is not consistent with the guidelines of the district and a recommendation of denial will be offered by staff to the DDRC.
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City of Columbia

This map was prepared using
the City GIS Viewer:

City of Columbia - GIS Division
Thursday, July 27, 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 informational purposes 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 Jay kalin	
Company (if applicable) Jays bar and grill	
Address (street, city, state, zip) 902 gervais st suite d columbia sc 29201	
Phone 8435916199	Email Jaykalin123@gmail.clm

2. Property Information

Address 902 gervais st suite d columbia sc 29201	
Tax Map Reference Number(s)	
Current use Bar	Proposed use

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.)

This is a small office that we built for my host staff so that they have their own office. We also built this office so that it gives my host staff a proper place to charge a cover that they charge at peak times of the night. This office also provides a shelter for my computer that charges the cover charge from rain and from any random strangers that would want to steal the cash register. This office has benefited my staff a lot in performing their task and gives me peace of mind. We painted it the same color and tried to match the building as best as possible.

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.

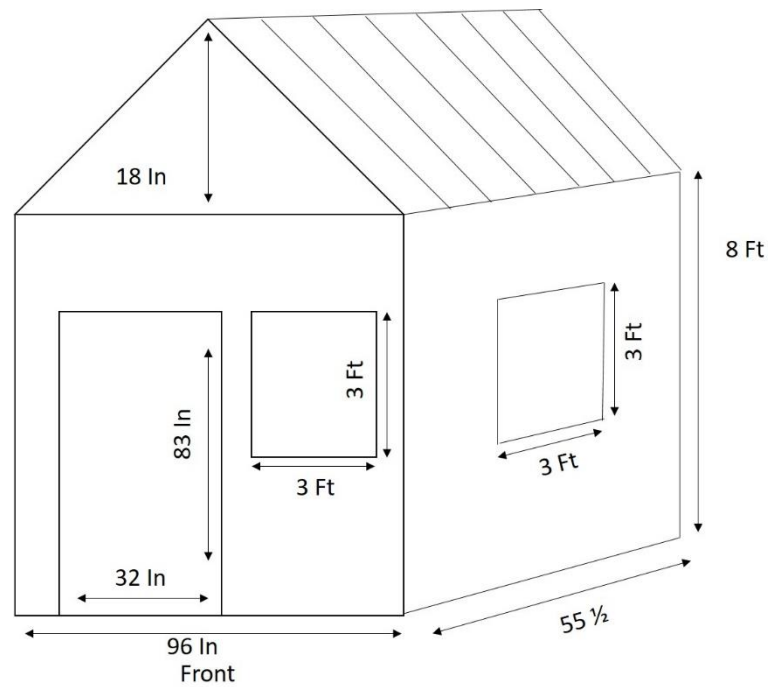
Property owned, operated and maintained by SCDOT shall comply with SCDOT encroachment requirements.

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	
	
Print Name	Date
Jay kalin	07-27-2023



Qty	Description
6	4x8 Sheetrock
1	Gallon of gray paint
1	Gallon of black paint
1	Gallon of Brown paint
30	2x4x8
4	2x8x16 treated ground contact.
2	OSB Floor $\frac{3}{4}$
6	bearboard $\frac{1}{4}$ x4x8
3	Roof bands
4	OSB Plywood $\frac{1}{2}$ x4x8
8	2x6x12
8	1x4x16
2	Window 3x3 Ft
1	Door 32 In. x 83 In.







We Are Columbia

MEETING DATE: September 5, 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

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)



CITY OF COLUMBIA

Finance Department
1336 Main St. Columbia, SC

25.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

LEGAL DEPARTMENT DRAFT

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 Redeemed (both dates inclusive)</u>	<u>Redemption Prices</u>
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If less than all the Bonds of the series of which this Bond is one of any maturity are called for redemption, the Bonds of such maturity to be redeemed shall be selected by lot by the Registrar. In the event this Bond is redeemable, as aforesaid, and shall be called for redemption, notice of the redemption hereof, describing this Bond and specifying the redemption date and the premium payable upon such redemption, shall be given by the Registrar by first class mail, postage prepaid, to the registered owner thereof not less than thirty (30) days and not more than sixty (60) days prior to the redemption date at the last address appearing upon the registration books of the City. If this Bond be redeemable and shall have been duly called for redemption and notice of the redemption hereof mailed as aforesaid, and if on or before the date fixed for such redemption, payment hereof shall be duly made or provided for, interest hereon shall cease to accrue from and after the redemption date hereof.

The Bonds of the series of which this Bond is one maturing in the year ____ shall be retired by sinking fund installments which shall be accumulated in the Series 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>
-------------	-------------------------

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

LEGAL DEPARTMENT DRAFT

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

LEGAL DEPARTMENT DRAFT

(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.

LEGAL DEPARTMENT DRAFT

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

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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>
-------------	---------------

†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.

[Remainder of page intentionally left blank]

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 1/2"	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 1/2"	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

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 5, 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)

ATTACHMENTS:

- **#a:** 2023-111 - Short Term Rental (PDF)
- **#b:** STR_MN_081523 (PDF)

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 _____

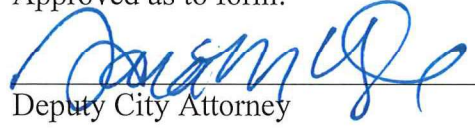
Mayor

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 5, 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

ATTACHMENTS:

- **#a:** Memo_Proposed_Wrecker_Rate_Changes (DOCX)
- **#b:** 2023-097 - Amending Sec. 24-215 (Towing and storage charges) (PDF)



CITY OF COLUMBIA
PUBLIC WORKS DEPARTMENT

INTEROFFICE MEMORANDUM

TO: ERIKA HAMMOND, CITY CLERK
FROM: ROBERT A ANDERSON, PUBLIC WORKS DIRECTOR
SUBJECT: WRECKER ORDINANCE SUGGESTED RATE CHANGES
DATE: 8/30/2023

Sec. 24-215. - Towing and storage charges Public Hearing

The City's current wrecker towing rate structure was approved by City Council in 2011. Over the past few months, we have reviewed this rate structure and compared rates of other entities in the Midlands area. We also evaluated operating cost to include fuel and CPI, which has raised substantially over the past 12 years. After our evaluation, we are proposing increases to our towing rates. The proposed rates have also been reviewed by Parking Services.

The current rates and the proposed rates for the Public Hearing are listed in the table below.

Description	Current Rates	Proposed Rates
Accident Towing	\$160.00	\$225.00
Parking Towing	\$125.00	\$175.00
Parking Drop*	\$50.00	\$100.00
Storage	\$25.00	\$35.00

Our Legal Department has also prepared the necessary Ordinance changes for consideration.

**Parking Drop is when a tow company picks up a car and the parking fine is paid before they drive off. They then release the car for a drop fee.*

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 24-1215, Towing and storage charges, Specific Standards 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~~ \$225.00 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~~ \$175.00 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~~ \$100.00 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:

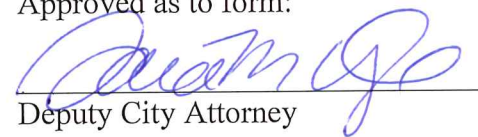
Assistant City Manager Shealy

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 5, 2023

DEPARTMENT: Legal Department

FROM: *Teresa Knox, City Attorney*

SUBJECT: 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)

FUNDING SOURCE & ORIGINAL BUDGET:

FOCUS AREAS: Planning Together

ATTACHMENTS:

- **#a:** R-2023-062 - CoC and WC Draft MOU_7-13-23_Clean Version (PDF)
- **#b:** APPROVED - 23017604 - MOU for Bridge with Pipelineclean (PDF)

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*

BE IT RESOLVED by the Mayor and City Council of the City of Columbia, South Carolina this ____ day of _____, 2023, that the City Manager is hereby authorized to execute the attached Memorandum of Understanding, or on a form to be approved by the City Attorney, between the City of Columbia and City of West Columbia, a municipal corporation, for a cost share of a new pedestrian bridge over Saluda River with a new 30" sewer force main for the Saluda River Force Main Extension Project (SS7568).

Requested by:

City Manager _____

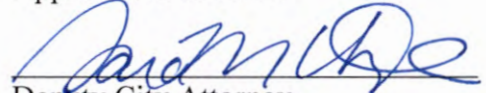
Mayor

Approved by:

City Manager

ATTEST:

Approved as to form:


Deputy City Attorney

City Clerk

Introduced:

Final Reading:

LEGAL DEPARTMENT DRAFT

STATE OF SOUTH CAROLINA)
) **MEMORANDUM OF UNDERSTANDING**
COUNTY OF RICHLAND)

This Memorandum of Understanding entered into by and between the City of Columbia, South Carolina (“Columbia”), a municipal corporation, and the City of West Columbia, South Carolina (“West Columbia”), a municipal corporation, (collectively the “Parties” and individually a “Party”).

WHEREAS, Columbia intends to construct a new 30" force main crossing the Saluda River at a location immediately north of the Riverbanks Zoo and Botanical Gardens;

WHEREAS, West Columbia plans to construct a foot bridge linking the existing parks and greenways on the east side of the Saluda River to future parks and greenways to be built on the west side of the Saluda River and to the Botanical Gardens;

WHEREAS, Columbia and West Columbia have determined that it may be in their mutual interests to combine the force main crossing and footbridge into a single project thereby reducing costs and limiting crossings in Saluda River greenway area; and

WHEREAS, Columbia and West Columbia have agreed to jointly evaluate the costs and benefits of constructing a combined footbridge and force main, and

WHEREAS, Columbia has selected an Engineer for the design of the force main under a professional services contract, and

WHEREAS, Columbia has selected a contractor for construction of the force main under a construction manager at risk contract, and

WHEREAS, Columbia is willing to amend the existing engineering and construction contracts to provide for evaluation of the combined force main and footbridge.

NOW THEREFORE, Columbia and West Columbia agree as follows:

1. Definitions

Pipeline means those portions of Columbia’s proposed new 30” sewer force main that cross the Saluda River as an element of Capital Improvement Project SS7568; and,

Bridge means a footbridge to construct linking existing parks and greenways on the east side of the Saluda River to the Botanical Gardens and future parks and greenways on the west side of the Saluda River.

Bridge with Pipeline means a single structure comprising both the Bridge and Pipeline.

Joint Project means the joint project by which Columbia and West Columbia would share in the costs and responsibilities for constructing the Bridge with Pipeline.

Design Contract means the existing professional services contract under Capital Improvement Project SS7568.

Design Engineer means the consultant selected by Columbia and now working on the design phase of the Design Contract.

CMAR Contract means the existing construction management at risk contract under Capital Improvement Project SS7568.

CMAR Contractor means the contractor selected by Columbia and now working in the preconstruction phases of CMAR Contract.

GMP means the guaranteed maximum price, subject to certain conditions, under which the CMAR contractor agrees to complete the Joint Project.

Design Costs means the costs of design services through the development of the GMP for the Joint Project to be provided under the Design Contract.

Preconstruction Costs means the costs of pre-construction services for the Joint Project to be provided under the CMAR Contract.

Permitting Costs mean the cost of obtaining permits from state and local authorities for the Joint Project.

Construction Administration Costs means the cost of construction observation and administration services for the Joint Project provided by the Design Engineer.

2. **Design, Preconstruction, and Permitting Costs.** Columbia and West Columbia agree to share in Design, Preconstruction, and Permitting costs for the Joint Project on a 50% - 50% basis. Combined estimated costs for Design, Preconstruction, and Permitting efforts of the Joint Project are \$1,050,000 with Columbia's share estimated at \$525,000 and West Columbia's share estimated at \$525,000.

3. **Design Stage Review.** Columbia and West Columbia agree to review and approve in writing the estimated GMP construction costs developed for the Joint Project at the 30% design, 60% design and 90% design stages. West Columbia will not be bound for any additional costs unless it agrees in writing to proceed with the Joint Project within fourteen (14) calendar days after each such review.

4. **Information Flow.** Columbia shall cause the Design Engineer and the CMAR Contractor to include West Columbia as a recipient of all design and construction updates, change orders,

proposed change orders, notice of force majeure events, or notices of unanticipated conditions related to the Joint Project and to provide other information that West Columbia may reasonably request. Columbia will promptly notify West Columbia of the individual with authority to act on behalf of Columbia in its capacity overseeing and approving decisions related to the construction project. West Columbia will promptly notify Columbia of the individual with authority to act on behalf of West Columbia in its capacity overseeing and approving decisions related to the construction project.

5. Coordination Meetings. Columbia shall ensure that West Columbia is invited to participate in all project coordination meetings related in whole or in part to the Joint Project and is provided with reasonable notice of them.

6. GMP. In consultation with West Columbia, Columbia will obtain a GMP for the Joint Project from the CMAR Contractor.

7. Base Allocation of Construction Cost. The Parties shall make a proposed base allocation of Joint Project's construction cost between Parties based on an engineering evaluation of the cost developed by the Design Engineer at the 30% OPCC. The percentages for the base cost allocation will be calculated by determining the proportional share of the cost of the Bridge without the Pipeline (West Columbia's share) versus the additional cost of the Bridge designed for the Pipeline along with the Pipeline cost itself (Columbia's share), both excluding general conditions and general requirements.

8. Value Added Allocation of Construction Cost. After the Base Allocation of Construction Cost is determined, the Parties shall negotiate a reasonable, equitable, and fair percentage adjustment to the Base Allocation to represent the value added to Columbia for the Pipeline being located on West Columbia's Bridge. The value added allocation shall be 15% of the West Columbia Base Allocation of Construction Cost, as defined above. This additional percentage shall be paid by Columbia.

9. Total Allocation of the Construction Cost. The Total Allocation of the Construction Cost will be determined from the Base Allocation of Construction Cost adjusted by the Value Added Allocation of Construction Cost. The Parties shall agree to in writing the Total Allocation of Construction Cost that will apply to the GMP (including change orders related to the Joint Project) after the 60% design stage of the Joint Project. Upon submittal of the Final GMP from the CMAR Contractor, the Design Engineer will determine each Parties proportional share utilizing the Total Allocation of the Construction Cost percentages. Both Parties shall agree in writing to the cost allocations prior to final acceptance of the GMP and issuance of the NTP to the CMAR Contractor.

10. Construction Administration Costs. Columbia and West Columbia agree to share in the Construction Administration Costs for the Joint Project on a 50%-50% basis. The Design

Contract will be amendment to include the Construction Administration Costs upon written agreement of the cost to be incurred by West Columbia and approval by Columbia.

11. **Notice to Proceed.** Columbia will not issue a notice to proceed for construction of the Joint Project until West Columbia shall have reviewed and approved in writing the GMP and the proposed allocation of costs between the Parties.

12. **Additional and Definitive Documents.** Once both Parties have approved in writing the final GMP and the cost allocations for the Joint Project:

- a. The Parties will enter into an addendum to this Memorandum of Understanding or other definitive documents to define the allocation of cost between them and other terms under which they will pursue the Joint Project; and
- b. Columbia will include the Joint Project in the CMAR Contract
 - i. including commercially reasonable provisions transferring warranty rights and other causes of action to West Columbia related to the Bridge, and
 - ii. including West Columbia as a named beneficiary to all required insurance policies.

13. **Ownership of Assets and Operation and Maintenance Responsibilities.**

- a. Columbia will be the owner and operator of the Pipeline and will provide all maintenance and operation services required for the Pipeline.
- b. West Columbia will be the owner and operator of the Bridge and will provide all maintenance and operation services required for the Bridge.

14. **Permitting.** All required permitting services for the Joint Project are included in the Design Contract. The Design Engineer will prepare and submit all permits for the Joint Project on behalf of the specified applicant. West Columbia will be the sole applicant for all permits required to construct the Bridge portion of the Joint Project. Columbia will be the sole applicant for all permits required to construct the Pipeline on the Bridge.

15. **Easements from Third Parties.** Columbia will obtain all easements from third parties required for the Joint Project including easements for the Bridge, its landings, for the Pipeline to cross the Saluda River and for associated interconnections between the Pipeline and other sewer facilities. West Columbia will provide support as reasonably requested. All easements for the Bridge and its landings will be held in the name of West Columbia. Columbia will apply for and obtain all required easements from third parties. Columbia and West Columbia agree to

share easement acquisition costs on a 50%-50% basis. All costs shall be identified and agreed upon in writing prior to proceeding with final acquisition.

16. **Encroachment Permit for the Pipeline.** West Columbia will provide Columbia with an encroachment permit or other written approval for the placement, operation, and maintenance of the Pipeline as part of the Joint Project which West Columbia will provide at no charge to Columbia. This encroachment permit or written approval shall include reasonable provisions

- a. for Columbia to access to the Bridge for the inspection, maintenance, renewal and replacement of the Pipeline, including the right to exclude the public from the Bridge during periods of inspection or construction access,
- b. allowing Columbia the right to increase or decrease the Pipeline size as needed in the future provided that such change can be accommodated by the existing bridge structure and that Columbia bears all associated costs, and
- c. committing Columbia to ensure that noxious or corrosive gases from the Pipeline do not damage the Bridge or interfere with its use by pedestrians.

17. **Project Management.** Columbia will be responsible for project management and shall be the sole entity to direct the CMAR Contractor concerning the project. Columbia will make and communicate all decisions related to project execution, including but not limited to final approval of all project costs and payments; project accounting; project scheduling; design consultant selection and approval; selection, oversight, and approval of contractors; and ensuring conditions and requirements of Project contributions are met subject to the following limitations:

- a. Columbia will obtain prior written approval from West Columbia for all costs West Columbia is required to reimburse to Columbia prior to issuing final approval of such costs.
- b. West Columbia shall retain decision authority for any and all elements of the Project that relate to items owned or maintained by West Columbia and Columbia will obtain prior written approval from West Columbia for all design components or changes in design components for the Bridge.
- c. West Columbia and Columbia will jointly review, collaborate, and agree on the aesthetics of the Bridge prior to construction of the Bridge. The structural landing on the Columbia side of the Saluda River and connection to the existing trail system shall be coordinated with Columbia.

18. **Public Relations.** West Columbia will be the sole spokesman for the Parties concerning public relations, outreach, concerns, and conflicts associated with the Joint Project except that Columbia shall be the sole spokesman for items related exclusively to Pipeline.

19. **Future Agreements.** It is the express intention of the Parties to negotiate definitive agreements at the conclusion of the Design and Preconstructions phase of the Joint Project if they desire to proceed with this Joint Project. By entering this Memorandum of Understanding, West Columbia incurs no obligations apart from those contained in Section 2, Design, Preconstruction, and Permitting Costs, above, as limited by Section 3, Design Stage Review and Section 7, Notice to Proceed, and other provisions of this Memorandum of Understanding.

20. **Limited Enforcement.** There are no third-party beneficiaries to this Memorandum of Understanding.

21. **Integration Clause.** This Memorandum of Understanding represents the entire and integrated agreement between Columbia and West Columbia.

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum of Understanding as of the day and year last written below.

WITNESSES:

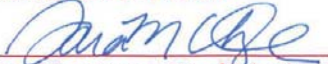
CITY OF WEST COLUMBIA

By: _____
Printed Name: _____
Title: _____

CITY OF COLUMBIA, South Carolina

By: _____
Printed Name: Teresa B. Wilson
Title: City Manager

APPROVED AS TO FORM



Legal Department City of Columbia, SC

08/15/2023



We Are Columbia

MEETING DATE: September 5, 2023

DEPARTMENT: Legal Department

FROM: *Teresa Knox, City Attorney*

SUBJECT: Resolution No.: R-2023-065 - Authorizing change of signatures on financial accounts

FUNDING SOURCE & ORIGINAL BUDGET:

FOCUS AREAS: Planning Together

ATTACHMENTS:

- **#a:** Memo - Finance Authorized Signatures Resolution (PDF)
- **#b:** R_2023_065_Signatures_on_Financial_Accounts (PDF)



CITY OF COLUMBIA

Finance Department
1336 Main St. Columbia, SC

29.a

TO: Jeff Palen, ACM/CFO

FROM: Kristine Githara, Finance Director

RE: Financial Account Authorized Signers

DATE: 8/11/2023

The Finance department has undergone staffing changes in the past year, as such we need to update the Resolution of authorized signatures on financial accounts. Attached is the updated Resolution with the current Finance and City staff to authorize to sign financial accounts.

RESOLUTION R-2023-065

Authorizing change of signatures on financial accounts

BE IT RESOLVED by the Mayor and City Council of the City of Columbia this ____ day of _____, 2023, that a change of authorized signatures on the City of Columbia financial accounts be made and that any two of the following be required to sign:

Financial Accounts - any two required:

City Manager - Teresa B. Wilson

Chief Financial Officer - Jeff Palen

Finance Director - Kristine Githara

Collections Administrator - Galena Alford

Treasurer - Jessica Barlow

Requested by:

ACM Jeffrey M. Palen_____
Mayor

Approved by:

City Manager

Approved as to form:



Senior Assistant City Attorney

ATTEST:

City Clerk

Introduced:

Final Reading:



We Are Columbia

MEETING DATE: September 5, 2023

DEPARTMENT: Legal Department

FROM: *Teresa Knox, City Attorney*

SUBJECT: 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

**FUNDING SOURCE &
ORIGINAL BUDGET:**

FOCUS AREAS: Planning Together

PURPOSE:

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

ATTACHMENTS:

- **#a:** R-2023-074 - Midlands Housing Alliance (2025 Main) (PDF)
- **#b:** APPROVED FY24 MHA Security Contract (PDF)

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*

BE IT RESOLVED by the Mayor and City Council this _____ day of _____, 2023,
that the City Manager is authorized to execute the attached Agreement between the City of Columbia and
The Midlands Housing Alliance, Inc., or on a form approved by the City Attorney, for financial assistance
of up to but not exceeding Three Hundred Twenty-five Thousand and No/100 (\$325,000.00) Dollars,
Two Hundred and Fifty Thousand and No/100 (\$250,000.00) Dollars of which to be used exclusively for
security services, equipment, criminal background and outstanding warrant checks on all clients and
Seventy-five Thousand and No/100 (\$75,000.00) Dollars to be used as general operating funds to cover
expenses as determined by MHA for the operation of its facility at 2025 Main Street for the fiscal year
2023-2024. (*Funding source: 1018410*)

Requested by:

City Manager _____

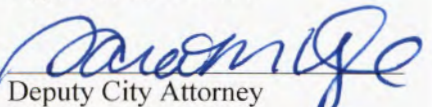
Mayor _____

Approved by:

City Manager _____

Approved as to form:

ATTEST:


Deputy City Attorney

City Clerk _____

Introduced:

Final Reading:

STATE OF SOUTH CAROLINA)
) **AGREEMENT BETWEEN THE CITY OF COLUMBIA**
) **AND THE MIDLANDS HOUSING ALLIANCE, INC.**
 COUNTY OF RICHLAND) **(2025 Main Street, Columbia, SC)**

WHEREAS, the City of Columbia (hereinafter "City") has agreed to provide financial assistance up to but not to exceed Three Hundred and Twenty-Five Thousand and No/100 (\$325,000.00) Dollars to The Midlands Housing Alliance, Inc. (hereinafter "MHA") in conjunction with the operation of its facility located at 2025 Main Street, Columbia, South Carolina, subject to certain terms, conditions and contingencies; NOW, THEREFORE,

For and in consideration of the following terms, conditions and contingencies, the receipt and sufficiency of which are hereby acknowledged, the City and MHA agree as follows:

The City agrees to provide financial assistance to the Midland Housing Alliance (hereinafter "MHA") up to the amount of Three Hundred and Twenty-Five Thousand and No/100 (\$325,000.00) Dollars for the City's fiscal year 2023-2024 in conjunction with the operation of its facility located at 2025 Main Street, Columbia, South Carolina (the "facility"), subject to the following terms, conditions and contingencies, which must be met and complied with at all times in order for MHA to receive such funding:

The term of this Agreement will commence on July 1, 2023, and will end on June 30, 2024.

a) MHA agrees that it will make a good faith effort to secure financial assistance from Richland and Lexington County, funding in an amount equal to or substantially similar to the City of Columbia's funding and provide documentation of request and amount awarded.

b) Two Hundred Fifty Thousand and No/100 (\$250,000) City funds shall be used by MHA exclusively for security services to include regular external perimeter patrols of the facility and address any loitering, equipment, and criminal background and outstanding warrant checks on all residential program clients. Seventy-Five Thousand and No/100 (\$75,000) will be used as general operating funds to cover expenses as determined by MHA; and,

c) MHA and the Columbia Police Department leadership shall hold regularly scheduled meetings with representatives from neighborhood associations, the Columbia Downtown Business Improvement District, area churches or any other person or entity expressing a desire to attend to discuss public safety, issues related to the operation of the facility, and homelessness concerns. Copies of meeting minutes, meeting agenda or meeting notice should be submitted along with payment reimbursement request and,

d) The MHA CEO or designated representative will attend the Downtown Neighborhoods Coalition monthly meeting on the first Friday of every month to discuss any homeless issue and,

e) Columbia City Council will appoint a representative from the Coalition of Downtown Neighborhoods Association and one At-large City Councilmember or a designee to the MHA's Board of Directors and each appointee shall have full voting rights; and,

f) MHA will provide to the City MHA's FY23-24 budget with designated fund sources prior to City funding being released to MHA; and,

g) MHA will provide the City with such information as the City may request to demonstrate to the City's satisfaction that MHA has adequate funding to fully operate its facility during its fiscal year excluding the funding provided by the City prior to funding being released; and,

h) MHA will make attendance records from the facility available on an on-going basis to community safety officers looking for specific individuals; and,

i) MHA will provide to the Community Development Department as requested, and no less than annually and no later than July 31st, the following information:

- a. Data as requested by the department on Transitions clients that is submitted to HMIS registration.
- b. Program outcomes to be defined in coordination with the City's Director of Homeless Services for FY 2023/2024

j) If all terms, conditions and contingencies having been met, the City will fund MHA in four quarterly installments as reimbursement for the expense of associated security services and general operating costs incurred by MHA in the prior quarter and are subject to the appropriation of such funds by Columbia City Council. Services rendered must be for the fiscal year beginning July 1 and ending June 30 of the fiscal year the funds are awarded. Requests for reimbursements must be submitted in writing and include copies of paid receipts or payroll documentation sent to the City Manager, PO Box 147, Columbia, SC 29217 within fifteen (15) days of the end of the quarter to be reimbursed. If the City is not satisfied with the accounting, the City may request additional information and make payment when it is satisfied the expenses were for security, criminal background and outstanding warrant checks on all clients, or other general operating expenses, make a partial reimbursement or make no reimbursement at all.

MHA acknowledges and agrees that it is being supported in whole or in part by public funds making it subject to the South Carolina Freedom of Information Act. Any documents or other information provided to the City pursuant to this Agreement shall be deemed as a public record under the South Carolina Freedom of Information Act and made available to the public. MHA also agrees it will take affirmative action in complying with all federal, state and local requirements concerning fair employment and employment of the handicapped, and concerning the treatment of all employees, without regard or discrimination by reason of race, color, religion, sex, national origin or physical handicap.

If MHA ceases its operations and/or services at the property, the City shall have the right of first refusal to purchase the property at a price and upon such terms and conditions as the parties may negotiate and mutually agree. MHA will provide the City with written notification of its decision to cease operations and/or services at the property. Within thirty (30) days of receipt of the written notification, the City shall exercise the right of first refusal to purchase the property by giving written notice to MHA requesting that the parties commence with negotiations as to price and terms and conditions of purchase.

Either party may terminate this Agreement at any time without cause by giving written notice to the other party of such termination and specifying the effective date thereof, at least thirty (30) days before the effective date of such termination.

If MHA fails to comply with any of the aforesaid terms, conditions and contingencies at any time, City will have the right to immediately terminate this Agreement by giving written notice to MHA of such termination.

If this Agreement is terminated, neither party shall have nor owe any further obligations to the other after the effective date of termination.

The parties may amend this Agreement at any time provided that such amendment is executed in

writing and signed by a duly authorized representative of both parties.

In the event any provision(s) of this Agreement are held to be invalid, illegal, or unenforceable for any reason, the remainder of this Agreement, shall remain to be in full force and effect, enforceable in accordance with its terms as if such provision(s) had not been included, or had been modified as provided below, as the case may be. To carry out the intent of the parties hereto as fully as possible, the invalid, illegal or unenforceable provision(s), if possible, will be deemed modified to the extent necessary and possible to render such provision(s) valid and enforceable.

In performing its obligations hereunder, the MHA will comply with all applicable federal, state and local laws, regulations and ordinances.

Nothing contained in this Agreement shall be construed as conferring upon any other party the rights of a third party beneficiary.

Except as otherwise provided herein, all notices required to be given or authorized to be given pursuant to this Agreement shall be in writing and shall be personally delivered or sent by registered or certified mail postage prepaid to:

In the case of the City:

Mayor
City of Columbia
P.O. Box 147
Columbia, SC 29217

With a copy to:

City Manager
City of Columbia
P.O. Box 147
Columbia, SC 29217

In the case of the MHA:

Chief Executive Officer
The Midlands Housing Alliance, Inc.
2025 Main Street
Columbia, South Carolina 29201

The City and the MHA, by notice given hereunder, may designate any further or different persons or addresses to which subsequent notices will be sent.

This Agreement shall be construed under the laws of the State of South Carolina. MHA agrees to subject itself to the jurisdiction and venue of the Circuit Courts in Richland County, State of South Carolina as to all matters and disputes arising or to arise under this Agreement and the performance thereof.

Any approvals required from the City will be deemed given if provided by the City Manager or his designated City representative.

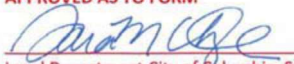
This Agreement represents the entire understanding and Agreement between the parties hereto and supersedes any and all prior negotiations, discussions, and agreements, whether written or oral, between the parties regarding same.

The failure of either MHA or the City to insist upon the strict performance of any provision of this Agreement shall not be deemed to be a waiver of the right to insist upon strict performance of such provisions or of any other provision of this Agreement at any other time. Waiver of any breach of this Agreement by MHA or the City shall not constitute waiver of a subsequent breach.

IN WITNESS WHEREOF, the parties have entered into this Agreement which shall have an effective date on the date last signed by an authorized representative of either party.

Witnesses as to City:

CITY OF COLUMBIA

APPROVED AS TO FORM

 Legal Department City of Columbia, SC
 08/03/2023

By: _____

Teresa Wilson,

Its: City Manager

Date: _____

Witnesses as to the MHA:

The Midlands Housing Alliance, Inc.

By: _____

Craig J. Currey

Its: Chief Executive Officer

Date: _____

Appendix A
Rapid Shelter Columbia
Scope of Services
July 1, 2023 through June 30, 2024

Services to be provided:

- **Operation Assistance for the property at 2025 Main Street -**
 - In partnership with Columbia Police Department MHA will hold monthly meetings to discuss public safety, issues related to the operation of the facility, and homelessness concerns.
 - An MHA representative will attend the monthly Downtown Neighborhoods Coalition meetings
 - MHA's security will conduct regular external perimeter patrols of facility and address any loitering
 - FY23-24 budget will be submitted to the City prior to funding being released
 - Program outcomes to be defined in coordination with the City's Director of Homeless Services for FY 2023/2024

<u>Salaried Personnel Expenses</u>		
<u>Line Item</u>	<u>Amount</u>	<u>Note</u>
Security Supervisor	\$ 33,280.00	1 full-time equivalent (FTE), exempt employee
Security Personnel	\$ 197,313	full-time equivalent (FTE), exempt employees
VP of Operations	\$ 7,000	
Fringe Benefits @ 21%	\$ 49,895	FICA, employer share of health insurance, employer retirement match
Total Salaried Personnel Expenses:	\$ 287,488.00	

<u>Operating Expenses</u>		
<u>Line Item</u>	<u>Amount</u>	<u>Note</u>
SLED Training	\$ 1,500	
Fire Monitoring	\$ 25,444	
Security Monitoring	\$ 10,568	
Total Operating Expenses:	\$ 37,512.00	

Total 2023-2024 :	\$ 325,000.00
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We Are Columbia

MEETING DATE: September 5, 2023

DEPARTMENT: Legal Department

FROM: *Teresa Knox, City Attorney*

SUBJECT: 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

FUNDING SOURCE & ORIGINAL BUDGET:

FOCUS AREAS: Planning Together

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

ATTACHMENTS:

- **#a:** R-2023-075 - LRADAC contract for professional services (PDF)
- **#b:** APPROVED - 23018145 - Updated FY24 LRADAC Contract-Budget (PDF)

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

BE IT RESOLVED by the Mayor and City Council of the City of Columbia, South Carolina this _____ day of _____, 2023, that the City Manager is hereby authorized to execute the attached Professional Services Agreement between the City of Columbia and Lexington/Richland Alcohol and Drug Abuse Council LRADAC, or on a form to be approved by the City Attorney, for financial assistance of up to but not exceeding Sixty-One Thousand and No/100 (\$61,000) Dollars as specified in Appendix A, Opioid Program for the fiscal year 2023-2024. *(Funding Source: South Carolina Opioid Recovery Funds)*

Requested by:

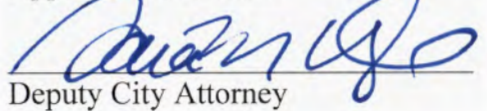
City Manager _____

Mayor _____

Approved by:

City Manager _____

Approved as to form:


Deputy City Attorney

ATTEST:

City Clerk _____

Introduced:

Final Reading:

LEGAL DEPARTMENT DRAFT

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

THIS AGREEMENT entered into this 1st day of September, 2023 between The City of Columbia (hereinafter called the "City"), its successors and assigns, and Lexington/Richland Alcohol and Drug Abuse Council LRADAC (hereinafter called the "Professional").

WITNESSETH:

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

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

1. EMPLOYMENT OF PROFESSIONAL

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

2. SCOPE OF SERVICES AND TIME OF PERFORMANCE

The Professional 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 service of the Professional is to commence as set forth in Appendix A.

3. METHOD OF PAYMENT

- A. It is agreed that in no event will the total compensation to be paid for providing services hereunder exceed Sixty-One Thousand and 00/100 (\$61,000.00) Dollars as specified in Appendix A, Opioid Program.

The decision to request Professional to provide additional resources under this Agreement is at the sole discretion of the City and not subject to any decision of the Contractor or outside parties.

- B. Payment will be made as stated in Appendix A along with associated expenses. Each detailed invoice submitted must describe the services for which pay is requested, and shall bear the signature of the Professional, which signature shall certify that the information contained in the invoice is true and accurate and that the invoice amount is currently due and owing. The City will not pay interest or penalty on any past due amount.
- C. Invoices must be submitted in writing via email to the City of Columbia Accounts Payable accountspayable@columbiasc.gov and include Purchase Order number once assigned. If the City is not satisfied with the accounting, the City may request additional information

and make payment when it is satisfied the expenses were for agreed upon deliverables stated in Appendix A.

D. When applicable, professional is responsible for properly paying and recording all payments made to subcontractors for services under this Agreement.

E. Professional is responsible for all applicable licenses and permits required to perform services associated with this contract.

4. FINDINGS CONFIDENTIAL

All of the reports, information, data, records or documents of any kind, prepared or assembled by the Professional under this Contract are confidential and the Professional agrees that they shall not be made available to any individual or organization nor shall there be communication with the media or other outside sources regarding the Project without the prior approval of the City.

5. ACCESS TO RECORDS

The Professional shall make available for examination all of its records with respect to all matters covered by this Contract, excepting any records covered by a state or federal privacy protection, 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 Professional.

7. AMENDMENTS

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

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

8. ASSIGNABILITY/SUBCONTRACTING

The Professional shall not assign or subcontract any interest in this Agreement and shall not transfer any interest in the same without the prior written consent of the City. The Professional

shall be as fully responsible to the City for the acts and omission of its sub-professionals, as it is for the acts and omissions of persons directly employed by him.

The Professional shall furnish and cause each of its Sub-Professionals to furnish all information and reports required hereunder.

9. INDEPENDENT CONTRACTOR

Nothing contained in this agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The professional shall at all times remain an independent contractor with respect to the services to be performed under this agreement. 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 Professional shall fail to fulfill in a timely and proper manner these obligations under this Contract, or if the Professional 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 Professional 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 Professional 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 Professional and the City may withhold any payments to the Professional until such time as the exact amount of damages due to the City from the Professional is determined.

11. TERMINATION FOR CONVENIENCE OF THE CITY

The City may terminate this Contract at any time by giving written notice to the Professional 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. INDEMNIFICATION, HOLD HARMLESS AND INSURANCE

The Professional shall hold harmless, defend and indemnify the City from any and all claims, actions, suits, charges and judgments whatsoever that arise out the Professional's performance or nonperformance of the services or subject matter called for in this agreement.

The professional shall maintain malpractice or errors and omissions insurance at all times during the performance of this Contract.

13. EQUAL EMPLOYMENT OPPORTUNITY

In carrying out the program, the Professional shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Professional 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 Professional 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 Professional shall state that it is an Equal Opportunity or Affirmative Action employer and all qualified applicants 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 Professional will incorporate requirements in all subcontracts for program work.

14. SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of this Agreement 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 Professional 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 Professional 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 Opioid Program.

The Professional represents that he/she has, or will secure at his/her own expense, all personnel required in performing the services under the Contract.

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

WITNESSES AS TO CITY:

CITY OF COLUMBIA

BY: _____

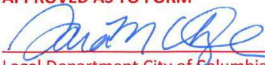
ITS: City Manager

WITNESSES AS TO PROFESSIONAL:
(Type or Print Name of Professional)

BY: _____

ITS: _____

Federal ID NO.: _____

APPROVED AS TO FORM

Legal Department City of Columbia, SC
09/01/2023

Appendix A

Rapid Shelter Columbia

Scope of Services

July 1, 2023 through June 30, 2024

Services to be provided:

- **Peer Support Specialist** - identifies and engages persons with OUD and any co-occurring SUD/MH conditions. Provide counseling, peer support, recovery case management, and residential treatment with access to medications.
 - Through this partnership LRADAC anticipates providing timely referrals necessary to access direct treatment services including MAT and detox services to **48** clients as well as peer support and counseling to **218** shelter clients suffering from/at risk of developing OUD
 - Monthly Reports with final report including cumulative numbers.
- **Training** – OUD/MAT Training for all RSC staff

<u>Salaried Personnel Expenses</u>		
<u>Line Item</u>	<u>Amount</u>	<u>Note</u>
Peer Support Specialist	\$ 55,000.00	1 full-time equivalent (FTE), exempt employee with a bachelor degree in counseling/human services or related field experience.
OUD Training	\$ 3,000	Training for all staff
MAT Training	\$ 3,000	Training for all staff
Total Salaried Personnel Expenses:	\$ 61,000.00	



We Are Columbia

MEETING DATE: September 5, 2023

DEPARTMENT: Legal Department

FROM: *Teresa Knox, City Attorney*

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

**FUNDING SOURCE &
ORIGINAL BUDGET:**

FOCUS AREAS: Planning Together

PURPOSE:

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

ATTACHMENTS:

- **#a:** R-2023-076 - Salvation Army contract for professional services (PDF)
- **#b:** APPROVED FY24 Salvation Army Draft Contract (PDF)

RESOLUTION NO.: R-2023-076

Authorizing the City Manager to execute a Contract for Professional Services between the City of Columbia and Salvation Army

BE IT RESOLVED by the Mayor and City Council of the City of Columbia, South Carolina this _____ day of _____, 2023, that the City Manager is hereby authorized to execute the attached Professional Services Agreement between the City of Columbia and Salvation Army, or on a form to be approved by the City Attorney, for financial assistance of up to but not exceeding Three Hundred Forty-six Thousand Two Hundred Twenty-six and 41/100 (\$346,226.41) Dollars as specified in Appendix A, Rapid Shelter Columbia & Overflow for the fiscal year 2022-2023. (*Funding Source:*)

Requested by:

City Manager _____

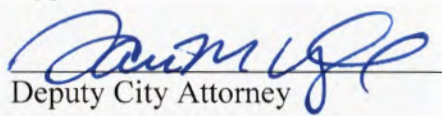
Mayor _____

Approved by:

City Manager _____

Approved as to form:

ATTEST:

Deputy City Attorney  _____

City Clerk _____

Introduced:

Final Reading:

LEGAL DEPARTMENT DRAFT

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

THIS AGREEMENT entered into this day of October, 2022 between The City of Columbia (hereinafter called the "City"), its successors and assigns, and Salvation Army (hereinafter called the "Professional").

WITNESSETH:

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

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

1. EMPLOYMENT OF PROFESSIONAL

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

2. SCOPE OF SERVICES AND TIME OF PERFORMANCE

The Professional 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 service of the Professional is to commence as set forth in Appendix A.

3. METHOD OF PAYMENT

- A. It is agreed that in no event will the total compensation to be paid for providing services hereunder exceed Three Hundred Forty-Six Thousand Two Hundred Twenty-Six and 41/100 (\$346,226.41) Dollars as specified in Appendix A, Rapid Shelter Columbia & Overflow.

The decision to request Professional to provide additional resources under this Agreement is at the sole discretion of the City and not subject to any decision of the Contractor or outside parties.

- B. Payment will be made as stated in Appendix A along with associated expenses. Each detailed invoice submitted must describe the services for which pay is requested, and shall bear the signature of the Professional, which signature shall certify that the information contained in the invoice is true and accurate and that the invoice amount is currently due and owing. The City will not pay interest or penalty on any past due amount.
- C. Invoices must be submitted in writing via email to the City of Columbia Accounts Payable accountspayable@columbiasc.gov and include Purchase Order number once assigned. If the City is not satisfied with the accounting, the City may request additional information and make payment when it is satisfied the expenses were for agreed upon deliverables stated in Appendix A.
- D. When applicable, professional is responsible for properly paying and recording all payments made to subcontractors for services under this Agreement.
- E. Professional is responsible for all applicable licenses and permits required to perform services associated with this contract.

4. FINDINGS CONFIDENTIAL

All of the reports, information, data, records or documents of any kind, prepared or assembled by the Professional under this Contract are confidential and the Professional agrees that they shall not be made available to any individual or organization nor shall there be communication with the media or other outside sources regarding the Project without the prior written approval of the City.

5. ACCESS TO RECORDS

The Professional 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 Professional.

7. AMENDMENTS

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

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

8. ASSIGNABILITY/SUBCONTRACTING

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

The Professional shall furnish and cause each of its Sub-Professionals to furnish all information and reports required hereunder.

9. INDEPENDENT CONTRACTOR

Nothing contained in this agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The professional shall at all times remain an independent contractor with respect to the services to be performed under this agreement. 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 Professional shall fail to fulfill in a timely and proper manner these obligations under this Contract, or if the Professional 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 Professional 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 Professional 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 Professional and the City may withhold any payments to the Professional until such time as the exact amount of damages due to the City from the Professional is determined.

11. TERMINATION FOR CONVENIENCE OF THE CITY

The City may terminate this Contract at any time by giving written notice to the Professional 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. INDEMNIFICATION, HOLD HARMLESS AND INSURANCE

The Professional shall hold harmless, defend and indemnify the City from any and all claims, actions, suits, charges and judgments whatsoever that arise out the Professional's performance or nonperformance of the services or subject matter called for in this agreement.

The professional shall maintain malpractice or errors and omissions insurance at all times during the performance of this Contract.

13. EQUAL EMPLOYMENT OPPORTUNITY

In carrying out the program, the Professional shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Professional 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 Professional 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 Professional shall state that it is an Equal Opportunity or Affirmative Action employer and all qualified applicants 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 Professional will incorporate requirements in all subcontracts for program work.

14. SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of this Agreement 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 Professional 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 Professional 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, Food Services Rapid Shelter Columbia and Overflow.

The Professional represents that he/she has, or will secure at his/her own expense, all personnel required in performing the services under the Contract.

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

WITNESSES AS TO CITY:

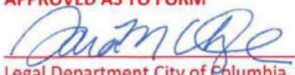
CITY OF COLUMBIA

BY: _____

Teresa B. Wilson

ITS: City Manager

APPROVED AS TO FORM


Legal Department City of Columbia, SC

08/03/2023

WITNESSES AS TO PROFESSIONAL:

Salvation Army

BY: _____

ITS: _____



Rapid Shelter Columbia & Overflow

Food Service Budget

ANNUAL BUDGET

July 2023-June 30, 2024

Income

City of Columbia	<u>\$346,226.41</u>
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Expense

Staffing

3 PT Kitchen Assistants		
\$17,010 29 Hrs/Wk @ \$11.28/Hr (3 PT)		\$51,030.72
Taxes/Benefits (3 PT)		\$15,900.00
(\$5300/position)		
<i>Subtotal:</i>		<u>\$66,930.72</u>

Current Assumptions

\$3.20/food cost per meal
 100 average/night in Overflow when
 open - weather related
 50 people in Pallett houses
 Transport meals 3 x/day
 Overflow open 80 days Nov-Mar

Transportation

Operating	\$6,000.00
Insurance	\$3,000.00
<i>Subtotal:</i>	<u>\$9,000.00</u>

Food Costs - Rapid Shelter Columbia

3 Meals/Day for 365 Days	\$175,200.00
\$3.20/meal	
150 meals/day	
365 days/year	
<i>Subtotal:</i>	<u>\$175,200.00</u>

Food Costs - Overflow

2 Meals/Day for 80 Days	
\$3.20/meal	\$51,200.00
200 meals/day	
80 days	
<i>Subtotal:</i>	<u>\$51,200.00</u>

Equipment

Food Transportation Equipment	\$2,000.00
Kitchen Equipment	\$2,000.00
<i>Subtotal:</i>	<u>\$4,000.00</u>

Overhead

Use of Transitions Utilities 7 Months	\$2,800.00
\$400 per Month	
Electricity, Gas, Cooler, Freezer, etc.	
Charging for April-Oct (not Overflow months)	

Additional SA Costs

Support Service 10%	\$30,913.07
Statewide Service 2%	\$6,182.61
<i>Total:</i>	<u>\$37,095.69</u>

Grand Total for Program:	<u>\$346,226.41</u>
---------------------------------	----------------------------



We Are Columbia

MEETING DATE: September 5, 2023

DEPARTMENT: Legal Department

FROM: *Teresa Knox, City Attorney*

SUBJECT: 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

**FUNDING SOURCE &
ORIGINAL BUDGET:**

FOCUS AREAS: Planning Together

PURPOSE:

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

ATTACHMENTS:

- **#a:**
_____R_2023_077_Ratifying_MHA_Rapid_Shelter_Columbia_RSC_Overflow_Contra
ct (PDF)
- **#b:** APPROVED-23017867-FY24 MHA Contract-Budget (final).pdf.1 (PDF)

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

BE IT RESOLVED by the Mayor and City Council this _____ day of _____, 2023, that the City Manager's execution of the attached Contract for Professional Services between the City of Columbia and The Midlands Housing Alliance, Inc., or on a form approved by the City Attorney, for financial assistance of up to but not exceeding One Hundred Twenty-six Thousand Five Hundred Ninety-one and 80/100 (\$126,591.80) Dollars as specified in Appendix A, Rapid Shelter Program and Two Hundred Sixty-six Thousand Seven Hundred Ninety-nine and No/100 (\$266,799.00) Dollars as specified in Appendix B, Rapid Shelter Overflow for the fiscal year 2023-2024 is hereby ratified and approved.

(Funding Source:)

Requested by:

City Manager _____

Mayor

Approved by:

City Manager

Approved as to form:


Deputy City Attorney

ATTEST:

City Clerk

Introduced:

Final Reading:

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

THIS AGREEMENT entered into this 1 day of July, 2023 between The City of Columbia (hereinafter called the "City"), its successors and assigns, and Midlands Housing Alliance (hereinafter called the "Professional").

W I T N E S S E T H:

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

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

1. EMPLOYMENT OF PROFESSIONAL

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

2. SCOPE OF SERVICES AND TIME OF PERFORMANCE

The Professional shall in a satisfactory and proper manner as determined by the City perform tasks necessary to complete the projects as outlined in Appendix A and Appendix B, attached hereto.

The service of the Professional is to commence as set forth in Appendix A and Appendix B.

3. METHOD OF PAYMENT

- A. It is agreed that in no event will the total compensation to be paid for providing services hereunder exceed One Hundred Twenty-Six Five Hundred Ninety-One and 80/100 (\$126,591.80) Dollars as specified in Appendix A, Rapid Shelter Program.

It is agreed that in no event will the total compensation to be paid for providing services hereunder exceed Two Hundred Sixty-Six Thousand Seven Hundred Ninety-Nine and 00/100 (\$266,799.00) Dollars as specified in Appendix B, Rapid Shelter Overflow

The decision to request Professional to provide additional resources under this Agreement is at the sole discretion of the City and not subject to any decision of the Contractor or outside parties.

- B. Payment will be made as stated in Appendix A and Appendix B along with associated expenses. Each detailed invoice submitted must describe the services for which pay is requested, and shall bear the signature of the Professional, which signature shall certify that the information contained in the invoice is true and accurate and that the invoice

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

- C. Invoices must be submitted in writing via email to the City of Columbia Accounts Payable accountspayable@columbiasc.gov and include Purchase Order number once assigned. If the City is not satisfied with the accounting, the City may request additional information and make payment when it is satisfied the expenses were for agreed upon deliverables stated in Appendix A and Appendix B.
- D. When applicable, professional is responsible for properly paying and recording all payments made to subcontractors for services under this Agreement.
- E. Professional is responsible for all applicable licenses and permits required to perform services associated with this contract.

4. FINDINGS CONFIDENTIAL

All of the reports, information, data, records or documents of any kind, prepared or assembled by the Professional under this Contract are confidential and the Professional agrees that they shall not be made available to any individual or organization nor shall there be communication with the media or other outside sources regarding the Project without the prior approval of the City.

5. ACCESS TO RECORDS

The Professional 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 Professional.

7. AMENDMENTS

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

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

8. ASSIGNABILITY/SUBCONTRACTING

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

The Professional shall furnish and cause each of its Sub-Professionals to furnish all information and reports required hereunder.

9. INDEPENDENT CONTRACTOR

Nothing contained in this agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The professional shall at all times remain an independent contractor with respect to the services to be performed under this agreement. 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 Professional shall fail to fulfill in a timely and proper manner these obligations under this Contract, or if the Professional 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 Professional 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 Professional 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 Professional and the City may withhold any payments to the Professional until such time as the exact amount of damages due to the City from the Professional is determined.

11. TERMINATION FOR CONVENIENCE OF THE CITY

The City may terminate this Contract at any time by giving written notice to the Professional 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. INDEMNIFICATION, HOLD HARMLESS AND INSURANCE

The Professional shall hold harmless, defend and indemnify the City from any and all claims, actions, suits, charges and judgments whatsoever that arise out the Professional's performance or nonperformance of the services or subject matter called for in this agreement.

The professional shall maintain malpractice or errors and omissions insurance at all times during the performance of this Contract.

13. EQUAL EMPLOYMENT OPPORTUNITY

In carrying out the program, the Professional shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Professional 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 Professional 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 Professional shall state that it is an Equal Opportunity or Affirmative Action employer and all qualified applicants 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 Professional will incorporate requirements in all subcontracts for program work.

14. SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of this Agreement 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 Professional 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

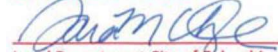
All of the services required hereunder shall be performed by the Professional and all personnel engaged in the work will be fully qualified and shall be authorized or permitted under state and local law to perform the services identified in Appendix A, Scope of Services Rapid Shelter Columbia and Appendix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

The Professional represents that he/she has, or will secure at his/her own expense, all personnel required in performing the services under the Contract.

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

basic professional services contract
5/9/2005

APPROVED AS TO FORM


Legal Department City of Columbia, SC
08/03/2023

WITNESSES AS TO CITY:

CITY OF COLUMBIA

BY: _____

ITS: City Manager

WITNESSES AS TO PROFESSIONAL:
(Type or Print Name of Professional)

BY: _____

ITS: _____

Federal ID NO.: _____

Appendix A

Rapid Shelter Columbia

Scope of Services

July 1, 2023 through June 30, 2024

Services to be provided:

- **Outreach** - identifies and engages people living in unsheltered locations, such as in cars, parks, abandoned buildings, encampments, and on the streets.
 - Opioid prevention resources will be distributed as part of the existing outreach efforts to encampments of individuals experiencing homelessness within the City. This team will serve around 165 clients, 130 of whom would likely report substance abuse. An opioid risk assessment will be done on all initial engagements with individuals experiencing homelessness. Monthly Reimbursements provided with supporting documentation.
 - All client demographic and engagement services will be entered into HMIS in order to run appropriate reports for outcome purposes.
 - Quarterly Reports with final report including cumulative numbers.
- **Travel Vouchers** – will be used as best practices for those individual experiencing homelessness who have support systems in other states or to return to their natural origin.
 - Monthly Reimbursements will attach original spreadsheet.

<u>Salaried Personnel Expenses</u>		
<u>Line Item</u>	<u>Amount</u>	<u>Note</u>
Case Managers (City's Lead Outreach Specialist & Evening Outreach Specialist to engage the chronically sheltered)	\$ 81,000.00	2 full-time equivalent (FTE), exempt employees with a bachelor degree in social work/human services or related field experience.
Fringe Benefits @ 21%	\$ 17,010	FICA, employer share of health insurance, employer retirement match
Diversionary Cost	\$ 3,500	VP of Programs
Total Salaried Personnel Expenses:	\$ 101,510.00	

<u>Operating Expenses</u>		
<u>Line Item</u>	<u>Amount</u>	<u>Note</u>
Worker's Comp Insurance	\$ 2,228.00	Estimate based on total salaries/100 X \$2.75
Bus Tickets	\$ 10,000.00	Bus Tickets
Auto Insurance	\$ 600.00	Outreach Vehicle
Vehicle Maintenance/Gas	\$ 1,200.00	Outreach Vehicle
Total Operating Expenses:	\$ 14,028.00	
Admin Cost	\$ 11,053.80	
Total 2023-2024	\$ 126,591.80	

Appendix B
Rapid Shelter Columbia Overflow
Scope of Services
July 1, 2023 through June 30, 2024

Services to be provided:

- To provide all staff and services at Rapid Shelter Columbia Overflow (RSCO) of approximately 80 operating nights. Monthly Reimbursements provided with supporting documentation
- **Opioid Specific** - An opiod risk assessment will be done on all initial engagements with individuals experiencing homelessness at RSCO, data will be entered into HMIS, and appropriate referrals will be made. This effort is led by RSCO Manager and the Outreach Team.
- Program outcomes to be defined in coordination with the City's Director of Homeless Services for FY 2023/2024

<u>Salaried Personnel Expenses</u>		
<u>Line Item</u>	<u>Amount</u>	<u>Note</u>
Emergency Case Manager Supervisor	\$42,500	1 full-time equivalent (FTE), exempt employee with a bachelor degree in social work or human services related field. Deputy #1 @ RSCO
RSCO Intake Coordinator	\$26,600	70% of an intake coordinator employee with a bachelor degree in social work or human services related field. Deputy #2 @ RSCO
Volunteer Coordinator	\$2,000	Coordinates Volunteers to work the overflow when open
Additional Support Staff	\$27,600	10% of VP of Programs, 10% Contract & Data, 10% of CEO, 10% Facilities
RSCO Manager	\$32,000	1 contracted individual to coordinate and lead all RSCO efforts under the direct supervision of the Transitions VP of Programs
RSCO House Managers	\$21,760	2 contracted individuals (1-Second Shift, 1-Third Shift) @ \$17/hour...requires 4 House Managers per season total of 15 Overflow Staff
RSCO House Assistants	\$28,800	3 contracted individuals from a total pool of 11 contracted individuals (2-Second Shift, 1-Third Shift) @ \$15.00/hour X 8 hours/day
Fringe Benefits @ 21%	\$37,654	FICA, employer share of health insurance, employer retirement match
Total Salaried Personnel Expenses:	\$218,914.00	

<u>Contract Personnel Expenses</u>		
<u>Line Item</u>	<u>Amount</u>	<u>Note</u>
Custodial/Housekeeping Services	\$10,800.00	Contracted services
Laundry Services	\$10,060.00	Estimate of 400 loads @ \$25.15/load
Holiday Pay	\$2,250.00	Thanksgiving Day, Christmas Eve, and Christmas Day
Total Contract Personnel Expenses:	\$23,110.00	

<u>Operating Expenses</u>		
<u>Line Item</u>	<u>Amount</u>	<u>Note</u>
General Liability Insurance	\$ 875.00	Estimate for five months of coverage (\$175.00/month @ 12 months)
Worker's Comp Insurance	\$ 4,550.00	Estimate based on total salaries/100 X \$2.75
Auto Insurance	\$ 500.00	Estimate for five months of coverage on vehicle used for laundry services (\$100.00/month @ 4 months)
Fuel	\$ 600.00	Gas, Transportation, Vehicle Maintenance
Professional Development	\$ 750.00	Estimate for necessary staff training (15 staff persons @ \$50.00/person)
Human Resources Expenses	\$ 3,500.00	Estimate for background checks, drug screenings, registry checks, payroll processing services, employee/employer tax reporting services
Supplies	\$ 14,000.00	Estimate for janitorial/custodial supplies, health & safety supplies, personal hygiene supplies, tissue, equipment, linen, bed covers, and towels
Total Operating Expenses:	\$ 24,775.00	
Total 2023-2024 Season	\$ 266,799.00	Operating Expenses for 80 days
Total 2023-2024 Appendix A&B	\$393,390.80	



We Are Columbia

MEETING DATE: September 5, 2023

DEPARTMENT: Legal Department

FROM: *Teresa Knox, City Attorney*

SUBJECT: 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

**FUNDING SOURCE &
ORIGINAL BUDGET:**

FOCUS AREAS: Planning Together

PURPOSE:

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

ATTACHMENTS:

- **#a:** R-2023-078 - Rainey Day Fund (PDF)
- **#b:** APPROVED - 23017867 - FY 2023 - 2024 RDF Agreement Draft (PDF)

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

BE IT RESOLVED by the Mayor and City Council this _____ day of _____, 2023 that the City Manager is hereby authorized to execute the attached Contract for Professional Services between the City of Columbia and Rainey Day Fund, or on a form approved by the City Attorney, for financial assistance of up to but not exceeding One Hundred Fifteen Thousand and No/100 (\$115,000.00) Dollars as specified in Appendix A, Opioid Program for the fiscal year 2023-2024.

(Funding source: SC Opioid Recovery Funds).

Requested by:

City Manager _____

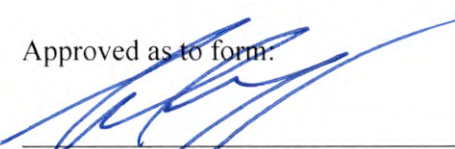
Mayor _____

Approved by:

City Manager _____

Approved as to form.

ATTEST:

 _____
Sr. Assistant City Attorney

City Clerk _____

Introduced:
Final Reading:

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

THIS AGREEMENT entered into this 1st day of September, 2023 between The City of Columbia (hereinafter called the "City"), its successors and assigns, and Rainey Day Fund (hereinafter called the "Professional").

WITNESSETH:

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

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

1. EMPLOYMENT OF PROFESSIONAL

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

2. SCOPE OF SERVICES AND TIME OF PERFORMANCE

The Professional 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 service of the Professional is to commence as set forth in Appendix A.

3. METHOD OF PAYMENT

- A. It is agreed that in no event will the total compensation to be paid for providing services hereunder exceed One Hundred Fifteen Thousand and 00/100 (\$115,000.00) Dollars as specified in Appendix A, Opioid Program.

The decision to request Professional to provide additional resources under this Agreement is at the sole discretion of the City and not subject to any decision of the Contractor or outside parties.

- B. Payment will be made as stated in Appendix A along with associated expenses. Each detailed invoice submitted must describe the services for which pay is requested, and shall bear the signature of the Professional, which signature shall certify that the information contained in the invoice is true and accurate and that the invoice amount is currently due and owing. The City will not pay interest or penalty on any past due amount.
- C. Invoices must be submitted in writing via email to the City of Columbia Accounts Payable accountspayable@columbiasc.gov and include Purchase Order number once assigned. If the City is not satisfied with the accounting, the City may request additional information

and make payment when it is satisfied the expenses were for agreed upon deliverables stated in Appendix A.

D. When applicable, professional is responsible for properly paying and recording all payments made to subcontractors for services under this Agreement.

E. Professional is responsible for all applicable licenses and permits required to perform services associated with this contract.

4. FINDINGS CONFIDENTIAL

All of the reports, information, data, records or documents of any kind, prepared or assembled by the Professional under this Contract are confidential and the Professional agrees that they shall not be made available to any individual or organization nor shall there be communication with the media or other outside sources regarding the Project without the prior approval of the City. The Professional agrees to maintain the confidentiality of program consumers and will not release personal or identifiable information without the express, signed consent of the consumer.

5. ACCESS TO RECORDS

The Professional 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 Professional.

7. AMENDMENTS

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

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

8. ASSIGNABILITY/SUBCONTRACTING

The Professional shall not assign or subcontract any interest in this Agreement and shall not transfer any interest in the same without the prior written consent of the City. The Professional

shall be as fully responsible to the City for the acts and omission of its sub-professionals, as it is for the acts and omissions of persons directly employed by him.

The Professional shall furnish and cause each of its Sub-Professionals to furnish all information and reports required hereunder.

9. INDEPENDENT CONTRACTOR

Nothing contained in this agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The professional shall at all times remain an independent contractor with respect to the services to be performed under this agreement. 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 Professional shall fail to fulfill in a timely and proper manner these obligations under this Contract, or if the Professional 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 Professional 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 Professional 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 Professional and the City may withhold any payments to the Professional until such time as the exact amount of damages due to the City from the Professional is determined.

11. TERMINATION FOR CONVENIENCE OF THE CITY

The City may terminate this Contract at any time by giving written notice to the Professional 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. INDEMNIFICATION, HOLD HARMLESS AND INSURANCE

The Professional shall hold harmless, defend and indemnify the City from any and all claims, actions, suits, charges and judgments whatsoever that arise out the Professional's performance or nonperformance of the services or subject matter called for in this agreement.

The professional shall maintain malpractice or errors and omissions insurance at all times during the performance of this Contract.

13. EQUAL EMPLOYMENT OPPORTUNITY

In carrying out the program, the Professional shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Professional 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 Professional 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 Professional shall state that it is an Equal Opportunity or Affirmative Action employer and all qualified applicants 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 Professional will incorporate requirements in all subcontracts for program work.

14. SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of this Agreement 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 Professional 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 Professional 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 Opioid Program.

The Professional represents that he/she has, or will secure at his/her own expense, all personnel required in performing the services under the Contract.

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

basic professional services contract
5/9/2005

WITNESSES AS TO CITY:

CITY OF COLUMBIA

BY:

ITS: City Manager

WITNESSES AS TO PROFESSIONAL:
(Type or Print Name of Professional)

BY:

ITS:

Federal ID NO.:

APPROVED AS TO FORM


Legal Department City of Columbia, SC

09/01/2023

Appendix A

Rainy Day Fund

Scope of Services

July 1, 2023 through June 30, 2024

Services to be provided:

- **Expansion of warm handoff** - identifies and engages persons with OUD and any co-occurring SUD/MH conditions. Provide transportation, long-term sheltering /short-term housing costs, court associated costs to support clients that have court-mandates, and cover cost for identifying documents.
- **Outreach Materials** - will develop and provide educational material for the outreach team regarding services available, how to prevent an overdose, and how to administer Narcan.

<u>Salaried Personnel Expenses</u>		
<u>Line Item</u>	<u>Amount</u>	<u>Note</u>
Service Coordinator	\$ 60,000.00	1 full-time equivalent (FTE), exempt employee with a bachelor degree in human services or related field experience.
Total Salaried Personnel Expenses:	\$ 60,000.00	

<u>Operating Expenses</u>		
<u>Line Item</u>	<u>Amount</u>	<u>Note</u>
Transport	\$ 12,000.00	transportation (taking individuals to rehab facilities which may be outside of City limits if space is not available in a local facility).
Sheltering	\$ 20,000	long-term sheltering /short-term housing costs (gap housing for individuals while waiting for a bed in an in-patient rehab facility; clients will be housed in sober living facilities)
Court Cost	\$ 20,000	costs to support clients that have court-mandates to participate in court-mandated classes, counseling, court or probation fees, diversion program costs, expungement, and pardon fees these are normally barriers for clients that are working on sobriety
Identifying Documents	\$ 3,000	State ID's, Birth certificates, social security cards, and document required for rehab facilities
Total Salaried Personnel Expenses:	\$ 55,000.00	
Total 2023-2024	\$115,000.00	



We Are Columbia

MEETING DATE: September 5, 2023

DEPARTMENT: Legal Department

FROM: *Teresa Knox, City Attorney*

SUBJECT: 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

**FUNDING SOURCE &
ORIGINAL BUDGET:**

FOCUS AREAS: Planning Together

PURPOSE:

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

ATTACHMENTS:

- **#a:** R-2023-080 USC Housing First Program (PDF)
- **#b:** APPROVED - 23017867 - FY 23-24 Housing First USC contract draft (PDF)

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*

BE IT RESOLVED by the Mayor and City Council this _____ day of _____, 2023
that the City Manager is hereby authorized to execute the attached Professional Services Agreement
between the City of Columbia and the University of South Carolina, or on a form approved by the City
Attorney, for financial assistance of up to but not exceeding Two Hundred Sixty Thousand and No/100
(\$260,000.00) Dollars for the fiscal year 2023-2024 in support of the University's partnership with the
Columbia Housing Authority to operate the Housing First Program.

(Funding source: Homeless Services 1018410/638303 and 2209999 SC Opioid Recovery funds).

Requested by:

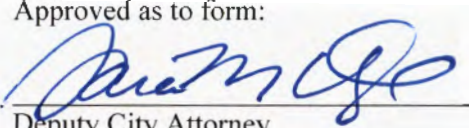
Assistant City Manager Gentry

Mayor

Approved by:

City Manager

Approved as to form:



Deputy City Attorney

ATTEST:

City Clerk

Introduced:

Final Reading:

LEGAL DEPARTMENT DRAFT

STATE OF SOUTH CAROLINA) AGREEMENT BETWEEN THE CITY OF COLUMBIA
) AND THE UNIVERSITY OF SOUTH CAROLINA
) (Supportive Housing Services)
COUNTY OF RICHLAND)

WHEREAS, the University of South Carolina Supportive Housing Services (hereinafter "USC") provides resources to develop comprehensive housing strategies following the national model of Housing First for meeting the housing and service needs of eligible chronically homeless individuals by providing housing units and supportive services within the City limits of Columbia; and,

WHEREAS, the City of Columbia (hereinafter "City") has agreed to provide financial assistance up to but not to exceed Two Hundred Six Thousand and No/100 (\$260,000.00) Dollars to USC for use by its Housing First program, subject to certain terms, conditions and contingencies; NOW, THEREFORE,

For and in consideration of the following terms, conditions and contingencies, the receipt and sufficiency of which are hereby acknowledged, the City and USC agree as follows:

The City agrees to provide financial assistance to USC up to the amount of Two Hundred Sixty Thousand and No/100 (\$260,000.00) Dollars for the City's fiscal year 2023-2024 in conjunction with the operation of its Housing First program, subject to the following terms, conditions and contingencies, which must be met and complied with at all times in order for USC to receive such funding:

1. The term of this Agreement will commence on July 1, 2023, and will end on June 30, 2024.
2. Two Hundred Twenty Nine Thousand and No/100 (\$229,500.00) Dollars shall be used by USC exclusively for support of its partnership with the Columbia Housing Authority to operate the Housing First Program.
3. Thirty Thousand Five Hundred and No/100 (\$30,500) Dollars shall be used by USC exclusively to expand warm handoff services to clients experiencing Opioid Use Disorder (OUD) and any co-occurring Substance Use Disorder (SUD) Mental Health (MH) conditions.
4. USC will provide supportive services assistance to eligible Housing First clients to assist them in establishing and maintaining stable, permanent housing, develop job skills, and access mainstream resources.
5. USC will provide to the City USC's Housing First FY23-24 budget with designated fund sources prior to City funding being released to USC.
6. USC will provide the City with such information as the City may request to demonstrate to the City's satisfaction that USC has adequate funding to fully operate the Housing First

program during its fiscal year independent of the funding provided by the City prior to funding being released.

7. USC will provide to the City's Homeless Services Office the data and information indicated below that is required to complete any government reporting. Drawdown for payment of eligible expenses shall be made against the line item budget specified in Attachment 1, herein, in accordance with the performance and the approval of requests for payment.
 - a. data as requested by the City on Housing First clients that is submitted to HMIS registration.
 - b. monthly reports on Program Outcomes and quarterly Outreach Reports to be provided in coordination with Director of Homeless Services.
 - c. reimbursements are to be submitted monthly along with supporting documentation
8. If all terms, conditions and contingencies having been met, the City will fund USC in monthly installments as reimbursement for the expenses as previously stated. Services rendered must be for the fiscal year beginning July 1 and ending June 30 of the fiscal year the funds are awarded. Requests for reimbursements must be submitted in writing and include copies of paid receipts or payroll documentation sent via email to accountspayable@columbiasc.gov with associated Purchase Order number within twenty (20) days of the end of the quarter to be reimbursed. If the City is not satisfied with the accounting, the City may request additional information and make payment when it is satisfied the expenses were for providing clients with safe and affordable housing and supportive services to promote greater self-sufficiency and improve the quality of their lives.

USC acknowledges and agrees that it is being supported in whole or in part by public funds making it subject to the South Carolina Freedom of Information Act. Any documents or other information provided to the City pursuant to this Agreement shall be deemed as a public record under the South Carolina Freedom of Information Act and made available to the public. USC also agrees it will take affirmative action in complying with all federal, state and local requirements concerning fair employment and employment of the handicapped, and concerning the treatment of all employees, without regard or discrimination by reason of race, color, religion, sex, sexual orientation, national origin or physical handicap.

Either party may terminate this Agreement at any time without cause by giving written notice to the other party of such termination and specifying the effective date thereof, at least thirty (30) days before the effective date of such termination.

If USC fails to comply with any of the aforesaid terms, conditions and contingencies at any time, City will have the right to immediately terminate this Agreement by giving written notice to USC of such termination.

If this Agreement is terminated without cause, neither party shall have nor owe any further obligations to the other after the effective date of termination.

In the event of termination by the City, the City will be responsible for reasonable non-cancelable debts incurred by USC in fulfillment of this Agreement prior to termination.

The parties may amend this Agreement at any time provided that such amendment is executed in writing and signed by a duly authorized representative of both parties.

In the event any provision(s) of this Agreement are held to be invalid, illegal, or unenforceable for any reason, the remainder of this Agreement, shall remain to be in full force and effect, enforceable in accordance with its terms as if such provision(s) had not been included, or had been modified as provided below, as the case may be. To carry out the intent of the parties hereto as fully as possible, the invalid, illegal or unenforceable provision(s), if possible, will be deemed modified to the extent necessary and possible to render such provision(s) valid and enforceable.

In performing its obligations hereunder, the USC will comply with all applicable federal, state and local laws, regulations and ordinances.

Nothing contained in this Agreement shall be construed as conferring upon any other party the rights of a third party beneficiary.

Except as otherwise provided herein, all notices required to be given or authorized to be given pursuant to this Agreement shall be in writing and shall be personally delivered or sent by registered or certified mail postage prepaid to:

As to the City:	Mayor City of Columbia P.O. Box 147 Columbia, SC 29217	As to USC:	University of South Carolina c/o Brandi Boniface 1600 Hampton Street, Suite 414 Columbia, SC 29208
With a copy to:	City Manager City of Columbia P.O. Box 147 Columbia, SC 29217		Kristen S. Connors, LMSW Director Department of Internal Medicine Supportive Housing Services 1325 Laurel Street Columbia, SC 29201

The City and USC, by notice given hereunder, may designate any further or different persons or addresses to which subsequent notices will be sent.

This Agreement shall be construed under the laws of the State of South Carolina. USC agrees to subject itself to the jurisdiction and venue of the Circuit Courts in Richland County, State

of South Carolina as to all matters and disputes arising or to arise under this Agreement and the performance thereof.

Any approvals required from the City will be deemed given if provided by the City Manager or her designated City representative.

This Agreement represents the entire understanding and Agreement between the parties hereto and supersedes any and all prior negotiations, discussions, and agreements, whether written or oral, between the parties regarding same.

The failure of either USC or the City to insist upon the strict performance of any provision of this Agreement shall not be deemed to be a waiver of the right to insist upon strict performance of such provisions or of any other provision of this Agreement at any other time. Waiver of any breach of this Agreement by USC or the City shall not constitute waiver of a subsequent breach.

IN WITNESS WHEREOF, the parties have entered into this Agreement which shall be effective as of the date of the last signature herein below.

Witnesses as to City:

CITY OF COLUMBIA

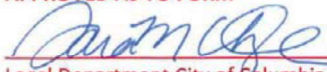
By: Teresa B. Wilson
Its: City Manager
Date: _____

Witnesses as to USC:

THE UNIVERSITY OF SOUTH CAROLINA

By: _____
Print Name: _____
Its: Sponsored Program Administrator
Date: _____

APPROVED AS TO FORM


Legal Department City of Columbia, SC

08/30/2023

ATTACHMENT 1
USC Housing First Budget
FY 7/1/2023-6/30/2024

	AMOUNT	FTE
SUPPORTIVE SERVICES		
Housing Case Manager	\$35,811	0.8
Housing Case Manager	\$3,884	0.08
Outreach Worker	\$17,807	0.4
Outreach Worker	\$13,548	0.3
Licensed Professional Counselor	\$35,093	0.6
Medical Adherence Support	\$19,968	0.4
Licensed Social Worker/Therapist and Supportive Housing Supervisor	\$7,108	0.1
Director	\$1,941	0.025
Program Assistant	\$6,209	0.1
Fringe	\$38,695	
TOTAL SUPPORTIVE SERVICES	\$180,064	
Support group food/supplies	\$1,200	
Rent/Utilities for Office Space @ \$1,500/mo.	\$18,000	
24 Hour on Call Mobile Phone	\$800	
Office Supplies/Postage	\$1,419	
Transportation: Van/Car for outreach & client transport	\$700	
Staff Training and Mileage reimbursement for home visits	\$1,000	
Housewares for move-ins	\$3,500	
Storage Rent	\$2,500	
Bus tickets for clients	\$1,800	
TOTAL OPERATING	\$30,919	
HOUSING		
Housing Coordinator	\$26,261	
Fringe	\$7,353	0.75
CHA Administrative Costs	\$2,353	
SUB-TOTAL HOUSING	\$35,967	
USC ADMINISTRATIVE COSTS (5% of adjusted direct costs)	\$7,221	
PRISMA HEALTH ADMINISTRATIVE COSTS (5% of adjusted direct costs)	\$5,829	
SUB-TOTAL INDIRECT COST	\$13,050	
TOTAL YEAR BUDGET	\$260,000	

The \$260,000 budget includes a subaward to Prisma Health in the amount of \$122,408 and the Columbia Housing Authority in the amount of \$35,967.



We Are Columbia

MEETING DATE: September 5, 2023

DEPARTMENT: Legal Department

FROM: *Teresa Knox, City Attorney*

SUBJECT: 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

FUNDING SOURCE & ORIGINAL BUDGET:

FOCUS AREAS: Planning Together

ATTACHMENTS:

- **#a:** R-2023-066 - Opening Season Party (Sep 8) (PDF)
- **#b:** Resolution Request and Special Duty Form_Redacted (PDF)

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

WHEREAS, the Town Theatre ("Sponsor") is hosting Opening Season Party in the 1000 block of Sumter Street between Senate Street and Pendleton Street on Friday, September 8, 2023 from 10:30 p.m. until midnight; and,

WHEREAS, the Sponsor has requested permission for the temporary closing and use of the 1000 block of Sumter Street between Senate Street and Pendleton Street, from 5:00 p.m. until midnight, for preparation and staging of the area for an outdoor event to be held between 10:00 p.m. and midnight, and for patrons to consume beer and wine beverages only on Friday, September 8, 2023 from 10:00 p.m. until 11:30 p.m.; and,

WHEREAS, to ensure the safety of attendees, Organizer understands and agrees as follows:

1. Firearms shall be prohibited in the 1000 block of Sumter Street between Senate Street and Pendleton Street, on Friday, September 8, 2023 from 10:00 p.m. until midnight 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 in the 1000 block of Sumter Street between Senate Street and Pendleton 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. 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.
9. 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.
10. 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.
11. 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 10:00 p.m. and midnight.

LEGAL DEPARTMENT DRAFT

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 10:00 p.m. and 11:30 p.m. on Friday, September 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 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 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, including cats, dogs (except police K-9s), 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 date of September 8, 2023 and time of 10:30 p.m. to midnight, the closed portion of the 1000 block of Sumter Street between Senate Street and Pendleton Street, that 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 the 1000 block of Sumter Street between Senate Street and Pendleton 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

Approved by:

City Manager

Approved as to form:



Deputy City Attorney

Introduced:

Final Reading:

Mayor

ATTEST:

City Clerk

LEGAL DEPARTMENT DRAFT

DATE OF REQUEST

8/8/2023

REQUESTOR'S NAME/CONTACT
INFORMATION (E-MAIL/
PHONE#/FAX#)Shannon Scruggs
shannon@towntheatre.com
803-730-3966 (cell)ESTIMATED NUMBER OF
ATTENDEES ANTICIPATED:

250-300

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

opening season party

DATE(S) OF EVENTS: (multiple day can be on one request)

Friday, Sept. 8

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.)

Friday, Sept 15

LOCATION OF EVENT

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

1012 Sumter Street

STREET(S) OR PARK AREA TO BE
CLOSED(i.e., 1300 and 1400 blocks of Main
Street between Lady Street and
Hampton Street; Amphitheater area of
Finlay Park; Boyd Plaza)Sumter Street BETWEEN
Senate & Pendleton Streets

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

(i.e., 5:00 p.m. - 12:00 a.m.) ALLOW TIME FOR SETUP/CLEAN UP

5pm - 12am

HOURS OF EVENT

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

Party starts ~ 1030 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.)*

1030 pm ~ 1130 pm

*we only serve
pre-poured
champagneDo 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, Shannon Scruggs / Town Theatre, request the services of the City of Columbia Police
(Individual/Business)
Department to perform law enforcement duties at 1012 Sumter Street
(Location for Assignment)
for the time period of Friday, Sept. 8 - 5pm-12am
(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

SIGNATURE OF REQUESTOR

DATE

CONTACT NUMBER OF REQUESTOR

SOCIAL SECURITY NO. OF REQUESTOR

TAX I.D. NO. OF REQUESTOR (IF APPLICABLE)

*Columbia Stage Society /
Town Theatre*

FORM 301:14 REV



We Are Columbia

MEETING DATE: September 5, 2023

DEPARTMENT: Legal Department

FROM: *Teresa Knox, City Attorney*

SUBJECT: 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

FUNDING SOURCE & ORIGINAL BUDGET:

FOCUS AREAS: Planning Together

ATTACHMENTS:

- **#a:** Resolution 2023 071 Arts and Draughts (Nov 10) (PDF)
- **#b:** Fall Arts and Draughts Special Duty Request Form (PDF)
- **#c:** Fall AD23 Resolution Request (PDF)

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

WHEREAS, the Columbia Museum of Art ("CMA") is hosting Arts and Draughts on Friday, November 10, 2023 from 7:00 p.m. until 11:00 p.m.; and,

WHEREAS, the CMA has requested permission for the temporary closing and use of the courtyard/plaza area adjacent to the Museum for Arts and Draughts from 6:00 p.m. until midnight for preparation and staging of the area for an outdoor event to be held between 7:00 p.m. until 11:00 p.m., and for patrons to consume beer and wine beverages only on Friday, November 10, 2023 from 7:00 p.m. until 10:30 p.m.; and,

WHEREAS, to ensure the safety of attendees, Organizer understands and agrees as follows:

1. Firearms shall be prohibited in the Museum for Arts and Draughts, 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, November 10, 2023, 7:00 p.m. until 11:00 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 its agents, employees, vendors, contractors, and event attendees to 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 coverings, 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.

LEGAL DEPARTMENT DRAFT

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 7:00 p.m. until 11:00 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 on Friday, November 10, 2023, from 7:00 p.m. until 10:30 p.m.

BE IT FURTHER RESOLVED that all vendors be restricted to stationary location 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 and/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, including cats, dogs (except police K-9s), 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 the closed portion of courtyard/plaza area adjacent to the Museum for Arts and Draughts that serves as the designated event area, with the exception of any parking area and/or 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 courtyard/plaza area adjacent to the Museum for Arts and Draughts, with the exception of any parking area and/or 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 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 the immediate cancellation of the event and/or 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

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, Columbia Museum of Art, request the services of the City of Columbia Police
(Individual/Business)

Department to perform law enforcement duties at Arts & Draughts
(Location for Assignment)

for the time period of November 10, 2023/ 7:00pm-11:00pm
(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.

Wilson Bame

APPROVED: SPECIAL OPERATIONS MAJOR

SIGNATURE OF REQUESTOR

DATE

8/17/2023

DATE

PRINT NAME OF ASSIGNED OFFICER

803-343-0843

CONTACT NUMBER OF REQUESTOR

CONTACT NUMBER

SOCIAL SECURITY NO. OF REQUESTOR

SIGNATURE OF OFFICER'S SUPERVISOR

TAX I.D. NO. OF REQUESTOR (IF APPLICABLE)

DATE OF REQUEST	8/17/2023	REQUESTOR'S NAME/CONTACT INFORMATION (E-MAIL/PHONE#/FAX#)	Wilson Bame wbame@columbiamuseum.org 803-343-2181
ESTIMATED NUMBER OF ATTENDEES ANTICIPATED:	800		
EVENT NAME/PURPOSE (i.e., St. Patrick's/Charity Fund-raiser)	Arts & Draughts		
DATE(S) OF EVENTS: (multiple day can be on one request)	November 10, 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.)	NA		
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	6:00 p.m. - 12:00 a.m.		
HOURS OF EVENT (i.e., 6:00 p.m. - 10:00 p.m.)*	7:00 p.m. - 11:00 p.m.		
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.)*	7:00 p.m. - 10:30 p.m.		
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



We Are Columbia

MEETING DATE: September 5, 2023

DEPARTMENT: City Clerk

FROM: *Erika Hammond, City Clerk*

SUBJECT: 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.

FUNDING SOURCE & ORIGINAL BUDGET:



We Are Columbia

MEETING DATE: September 5, 2023

DEPARTMENT: City Clerk

FROM: *Erika Hammond, City Clerk*

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

**FUNDING SOURCE &
ORIGINAL BUDGET:**

PURPOSE:
Per- and Polyfluoroalkyl Substances (PFAS)



We Are Columbia

MEETING DATE: September 5, 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