



COLUMBIA CITY COUNCIL MEETING AGENDA TUESDAY, OCTOBER 15, 2024

The Columbia City Council will conduct a Regular Meeting on Tuesday, October 15, 2024 at 4:00 PM at City Hall (Council Chambers), 1737 Main Street, Third 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 this meeting.

The Honorable Daniel J. Rickenmann, Mayor
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 ▪ The Honorable Tyler D. Bailey, At-Large

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

CALL TO ORDER

INVOCATION

PLEDGE OF ALLEGIANCE

ADOPTION OF THE AGENDA

PUBLIC INPUT

Individuals are allotted up to three minutes to address City Council about items on the agenda. Items requiring a public hearing cannot be addressed at this time.

APPROVAL OF MINUTES

1. Council is asked to approve the October 1, 2024 City Council Work Session and Regular Meeting Minutes.

PRESENTATIONS

2. National Fire Prevention Month Proclamation - The Honorable Daniel J. Rickenmann, Mayor



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CONSENT AGENDA ITEMS 3 THROUGH 14

3. Council is asked to approve the Fiscal Year 2024/2025 Contract Renewal for services related to the retention of Military Personnel, Services and Operations located at Fort Jackson, as requested by the Economic Development Department. Award to the Greater Columbia Chamber of Commerce in the amount of \$53,500.00. This firm is located in Columbia, SC.

Funding Source: Economic Development - Special Projects (5518419-638500). The original budgeted amount is \$53,500.00.

Endorsed by the Economic Development and Infrastructure Committee on September 24, 2024.

4. Council is asked to approve Fiscal Year 2024/2025 Contract Renewal for Professional Services for Improvement and Operational Services within the Downtown Business Improvement District Including Marketing and Advertising, as requested by the Economic Development Department. Award to the City Center Partnership in the amount of \$70,000.00. This firm is located in Columbia, SC.

Funding Source: Economic Development - Special Contracts (5511301-638300). The original budget amount is \$70,000.00.

Endorsed by the Economic Development and Infrastructure Committee on September 24, 2024.

5. Council is asked to approve the Fiscal Year 2024/2025 Contract Renewal for Assistance with Recruitment, Project Management, Promotions, Marketing, and Research, as requested by the Economic Development Department. Award to Central SC Alliance in the amount of \$72,000.00. This firm is located in Columbia, SC.

Funding Source: Economic Development - Special Contracts (5511301-638300). The original budget amount is \$72,000.00.

Endorsed by the Economic Development and Infrastructure Committee on September 24, 2024.

6. Council is asked to approve a new Contract for Fence Installation Services at Lorick Park, as requested by the Parks and Recreation Department on August 6, 2024. Award to Star Builders, Inc., in an amount not to exceed \$72,225.80, which includes contingency. The initial term of the contract will take effect upon issuance of the Notice to Proceed with an end date ninety (90) days from commencement. This contractor is located in Columbia, SC.



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Funding Source: Parks - Buildings and Grounds - Special Contracts (1015104-638300). The original budget amount is \$72,225.80.

7. Council is asked to approve a new Sole Source Contract for Fitness Court Equipment at Heathwood Park and Maxcy Gregg Park, as requested by the Parks and Recreation Department on September 19, 2024. Award to National Fitness Campaign, in an amount not to exceed \$302,400.00. This vendor is located in San Francisco, CA.

Funding Source: General Capital Projects (Prisma Health Grant) - Fitness Courts Project - Capital Project Costs (4039999-PK909901-658650). The original budget amount is \$302,400.00.

8. Council is asked to approve the Purchase of 80 Safariland Body Armor Panel Sets, as requested by the Columbia Police Department on September 12, 2024. Award to Lawmen's Distribution, LLC, using the SC State Contract in the amount of \$89,317.73. This vendor is located in Columbia, SC.

Funding Source: Police Administrative Services - Uniforms and Clothing (1012402-624100). The original budget amount is \$89,317.73.

9. Council is asked to approve a new Software Service Agreement for Enterprise Permitting and Licensing (EPL), as requested by the Budget, Program Management and Grants Office on October 3, 2024. Award to Tyler Technologies, Inc., in the amount of \$62,735.00. This is the first year of the five-year initial term. This vendor is located in Dallas, TX.

Funding Source: Business License - Cloud Based Software Solutions (1011403-632170) \$5,231.00; Police Administrative Services - Cloud Based Software Solutions (10112402-632170) \$10,462.00; Engineering Administration - Cloud Based Software Solutions (5511701-632170) \$14,084.00; Engineering Administration - Professional Services (551701-636600) \$1,600.00; Engineering Storm Water Improvements - Cloud Based Software Solutions (5534202-632170) \$4,829.00; Engineering Storm Water Improvements - Professional Services (5534202-636600) \$1,600.00; Fire Prevention - Cloud Based Software Solutions (1012302-632170) \$2,414.00; Information Technology - Cloud Based Solutions (1011120-632170) \$2,817.00; Development Services - Cloud Based Software Solutions (1014101-632170) \$16,498.00; Development Services - Professional Services (1014101-636600) \$3,200.00. The original budgeted amount is \$62,735.00.



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10. Council is asked to approve the Contract Renewal for Emergency Notification System Services, as requested by Columbia-Richland 911 Communications on September 19, 2024. Award to Everbridge Systems, in the amount of \$103,083.61. The term of the contract is October 1, 2024 to September 30, 2025. This firm is located in Columbia, SC.

Funding Source: City of Columbia - Maintenance & Service Contracts (1012701-638200) \$51,541.80; Richland County - Maintenance & Service Contracts (2082702-638200) \$51,541.80. The original budget amount is \$103,083.61.

11. Council is asked to approve the Purchase of a Wireless Airlink NetCloud Enterprise Branch Essentials Plan with Hardware, Accessories, and Installation, as requested by the Columbia Fire Department on October 2, 2024. Award to Discount Cell, LLC, using the NASPO Cooperative Agreement in the amount of \$116,326.99. This vendor is located in Harrisburg, NC.

Funding Source: Fire Suppression - Maintenance and Service Contract (1012303-638200) \$13,811.15; Fire - Special Departmental Supplies (1012303-627100) \$11,956.54; Fire Suppression - Machinery and Equipment-Capital (1012303-658300) \$90,559.30. The original budget amount is \$116,326.99.

12. Council is asked to approve the Purchase of five (5) Towmaster T-16DT Trailers, as requested by Columbia Water on August 16, 2024. Award to Blanchard Machinery using the SC State Contract in the amount of \$95,666.40. This vendor is located in West Columbia, SC.

Funding Source: Utilities Water Distribution and Maintenance - Machinery and Equipment-Capital (5516203-658300). The original budget amount is \$95,666.40.

13. Council is asked to approve a new Professional Services Contract for Project SS7593; Capacity Assurance Program Professional Support Services, as requested by Columbia Water on August 9, 2024. Award to AECOM Technical Services, Inc., in an amount not to exceed \$209,500.00. The initial term of the contract will take effect upon issuance of a Notice to Proceed with an end date eight months from commencement and the option to renew for two (2) additional one-year periods. This firm is located in Columbia, SC.

Funding Source: Engineering Wastewater System Improvement - Special Contracts Water/Sewer, Stormwater (5516221-638305). The original budget amount is \$209,500.00.

This is a Clean Water 2020 Program Project.



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14. Ordinance No.: 2024-078 - Amending Ordinance 2024-043 to Adopt the Budget for the City of Columbia, South Carolina, for the Fiscal Year ending June 30, 2025

First reading approval was given on October 1, 2024.

PUBLIC HEARING & ORDINANCE FIRST READING

15. Ordinance No.: 2024-039 - Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 12, Motor Vehicles and Traffic, Article II, Stopping, Standing and Parking, Division 1, Generally, Sec. 12-51, Use of Loading Zones, Sec. 12-53, Immobilization and Impoundment of Vehicles, Division 2, Parking Meter Zones, Sec. 12-72, Location and Operation of Meters, Sec. 12-75, Deposit of Payment, Sec 12-79, Violations; citations; penalty, Sec. 12-81, Exemptions, Division 3, Residential Permit Parking Districts, Sec. 12-111, Permit Fees, Sec. 12-115, Appeals, Division 4, Valet Parking, Sec. 12-121, Definitions, Sec. 12-123, Process for Permits and Renewals, Sec. 12-125, Operating Requirements, Sec. 12-126, Penalties, Sec. 12-127, Grounds for Revocation and Denial, Sec. 12-130, Conformance with Applicable Laws, Sec. 12-131, Conditions Imposed on Permit and Article IV, Garages and City Owned Parking Facilities, Sec. 150, Fees

PUBLIC HEARING & FIRST READING FOR ZONING / PLANNING MATTERS

16. ANNEXATION, FUTURE LAND USE MAP AMENDMENT, AND ZONING MAP AMENDMENT for 2318 Newell Road, TMS# 19208-02-13

Ordinance No.: 2024-081 - Annexing 2318 Newell Road, TMS# 19208-02-13 into the City of Columbia, South Carolina, and Incorporating said property into Columbia Compass: Envision 2036 and the Official Zoning Map

Council District: 4

Proposal: Request to annex the property, assign a land use classification of Urban Edge Residential Large Lot (UER-2) and assign zoning of Residential Single Family Large Lot District (RSF-1) for a pending annexation. The property is currently classified as Neighborhood (Medium Density) and zoned Residential 3 (R3) by Richland County.

Applicant: Wanda M. Chamberlain

Staff Recommendation: Approve

PC Recommendation: 09/12/2024; Approve, (7-0)



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17. ANNEXATION, FUTURE LAND USE MAP AMENDMENT, AND ZONING MAP AMENDMENT for 713 Percival Road, TMS# 16813-03-05

Ordinance No.: 2024-080 - Annexing 713 Percival Road, TMS# 16813-03-05 into the City of Columbia, South Carolina, and Incorporating said property into Columbia Compass: Envision 2036 and the Official Zoning Map.

Council District: 4

Proposal: Request to annex the property, assign a land use classification of Urban Edge Mixed Residential (UEMR) and assign zoning of Residential Mixed District (RM-1) for a pending annexation. The property is currently classified as Mixed Residential (High Density) and zoned Residential 2 (R2) by Richland County.

Applicant: Dessi Gricelda Morales

Staff Recommendation: Approve

PC Recommendation: 09/12/2024; Approve, (7-0)

18. ZONING MAP AMENDMENT for 513 S. Saluda Avenue, TMS# 11212-05-03

Ordinance No.: 2024-082 - Amending the Official Zoning Map to modify the zoning for 513 S. Saluda Avenue, TMS# 11212-05-03

Council District: 3

Proposal: Request to rezone the property from Employment Campus (EC) in the Airport Safety Overlay District (OV-A) to Mixed Residential District (RM-2) in the Airport Safety Overlay District (OV-A).

Applicant: Dallas Massey, Massey Holdings, LLC

Staff Recommendation: Approve

PC Recommendation: 09/12/2024; Approve (7-0)



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ORDINANCES - FIRST READING

19. Ordinance No.: 2024-083 - A Seventeenth 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 \$66,000,000, in order 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

RESOLUTIONS

20. Resolution No.: R-2024-082 - Approving the reissuance by the Housing Authority of the City of Columbia, South Carolina of all or a portion of its not to exceed \$9,160,000 multifamily housing revenue bonds (Garden Lakes Apartments Project) series 2022b pursuant to section 147(f) of the Internal Revenue Code of 1986, as amended; providing certain other matters in connection therewith; and providing an effective date

EVENT RESOLUTIONS

21. Resolution No.: R-2024-081 - Authorizing consumption of beer and wine only at Collab Content, LLC on Saturday, November 9, 2024, in the Lincoln Street Tunnel

APPOINTMENTS

22. Citizens Advisory Committee to Community Development

CITY COUNCIL COMMITTEE REFERRALS, REPORTS, AND NEW BUSINESS

PUBLIC INPUT

Individuals are allotted up to three minutes to address City Council. Items requiring a public hearing cannot be addressed at this time.



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EXECUTIVE SESSION

23. Receipt of legal advice relating to a pending, threatened or potential claim pursuant to S.C. Code §30-4-70(a)(2)
 - 1511 Carteret Street
24. 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)

ADJOURNMENT



MEETING DATE: October 15, 2024

DEPARTMENT: City Clerk

FROM: *Erika Hammond, City Clerk*

SUBJECT: Council is asked to approve the October 1, 2024 City Council Work Session and Regular Meeting Minutes.

FUNDING SOURCE & ORIGINAL BUDGET:

ATTACHMENTS:

- **#a:** MN_10012024_WS (DOCX)
- **#b:** MN_10012024 (DOCX)



COLUMBIA CITY COUNCIL MEETING MINUTES TUESDAY, OCTOBER 1, 2024

CALL TO ORDER

The Columbia City Council conducted a Work Session on Tuesday, October 1, 2024 at City Hall (Mayor's Conference Room), 1737 Main Street, Columbia, South Carolina 29201. The Honorable Daniel J. Rickenmann, Mayor called the meeting to order at 1:03 p.m. and the following City Council members were present: The Honorable Will Brennan, Mayor Pro-Tem, The Honorable Aditi Bussells, The Honorable Tina N. Herbert, The Honorable Peter M. Brown, and The Honorable Tyler D. Bailey. The Honorable Edward H. McDowell, Jr. was absent. Also present were Ms. Teresa Wilson, City Manager and Ms. Erika D. Moore Hammond, City Clerk. This meeting was advertised in accordance with the South Carolina Freedom of Information Act.

INVOCATION

The Honorable Peter M. Brown offered the invocation.

CITY COUNCIL DISCUSSION

1. Olympia Fire Station Replacement Project Overview - Ms. Dana Higgins, P.E. LEED AP, Director of Engineering / Columbia Water

Ms. Dana Higgins, P.E., LEED AP, Director of Engineering for Columbia Water recapped details of the current Olympia Fire Station located at 1015 Ferguson Street. Originally built in 1971, the building was converted into a fire station in the 1990s. The current replacement project is nearing the end of its design schematic phase. The property located at 126 Bluff Road has been purchased using funds from the General Fund and Community Development Block Grant Mitigation Fund with an estimated total cost of \$10 million. The proposed contract amendment will bring the design contract total to \$936,299.00. That contract amendment will go through construction, administration, and close out the project. The project schedule includes having final construction plans by spring 2025, a contractor on board by fall 2025, and completion by spring 2027.

There was discussion about compressing the construction timeline and the proposed amendment amount.

2. Parks & Recreation Master Plan - Mr. Henry Simons, MHA, Assistant City Manager for Operations; Mr. Kenya Bryant, Interim Director of Parks & Recreation; and Mr. Daniel Biggs, RLA, ISA, CERP, Project Manager for Weston & Sampson



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Mr. Daniel Biggs, RLA, ISA, CERP, Project Manager for Weston & Sampson explained that the goal is to develop a citywide Strategic Parks and Recreation Master Plan that focuses on each of the city's parks, greenways, recreational facilities and programs. We want to engage and have opportunities for all residents of Columbia. Meetings were held in each of the four districts. We completed inventory and a level of service analysis of all facilities. We received community input and gathered trends and demographics, as well. The online survey garnered 1,100 responses from citizens.

There was discussion about pocket parks; park connectivity; meeting the needs of surrounding communities; and attracting youth to city parks.

Mr. Henry Simons, Assistant City Manager of Operations emphasized that much of this is already being implemented. City Council has supported our initiatives at Finlay Park, Greenview Park, Hyatt Park, and Owens Field. We're receiving valuable feedback from the young men and women in these neighborhoods about the work at T.S. Martin Park and other projects. Our department is actively making a difference.

Ms. Teresa Wilson, City Manager emphasized the need to validate projects with data to align with community aspirations and philanthropic interests, particularly for the Riverfront expansion and gateway projects. The feedback we've received confirms that these initiatives resonate with the community's desires, reinforcing our direction and their commitment to our efforts.

Mr. Kenya Bryant, Interim Director of Parks and Recreation emphasized the master plan's role as a foundation for future initiatives, including community engagement and service levels. Development of the master plan is the start of steps to reach accreditation. Findings from ongoing projects like the William Street extension and greenways align with the city's direction. Engaging local youth in project planning is crucial for innovation.

There was a discussion about prioritizing facility upgrades; exploring various methods to promote local events; and not overlooking current priorities while developing the master plan.

3. Parks & Recreation Foundation Strategic Plan - Mr. Henry Simons, MHA, Assistant City Manager for Operations; Mr. Kenya Bryant, Interim Director of Parks & Recreation; and Ms. Anne Sinclair, Anne Sinclair Consulting



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Ms. Anne Sinclair, Anne Sinclair Consulting outlined the process for developing the Foundation's strategic plan. This included leading focus groups with the executive committee, analyzing the City's 2022 Strategic Outcomes, assessing the Foundation's strengths and weaknesses, and identifying key issues.

Mr. Lee Snelgrove, Parks and Recreation Foundation presented the Foundation's Strategic Plan, which features a simplified mission: to promote and cultivate vibrant parks where communities connect. He outlined four key goals: 1) generate \$50,000 annually in unrestricted revenue from various sources to support Foundation projects; 2) increasing awareness of Columbia's parks system and programs; 3) supporting focused parks/program related projects; and 4) establishing the infrastructure to implement this plan.

There was discussion about fundraising goals; leveraging grants; and creating mechanisms for and telling compelling stories that encourage citizens to invest in local parks.

4. Gateway Signage Update: Final Design and Placement - Mr. Robert Anderson, Public Works Director

Mr. Robert Anderson, Public Works Director shared the final gateway sign designs for review. The primary signs will be illuminated at night. The secondary sign is slightly smaller and lacks plant material in front. We have tertiary signs that we can mass-produce in our sign shop for the city's smaller entrances.

There was discussion about increasing the font size on smaller signs; revised sign locations; potential removal of masonry; additional white space; and installing tertiary signs at non-prominent gateways.

5. Metro Wastewater Treatment Plant Biogas to Renewable Natural Gas Update - Mr. Clint Shealy, PE, Assistant City Manager for Columbia Water

Mr. Clint Shealy, P.E., Assistant City Manager for Columbia Water discussed the biogas initiative stemming from the Anaerobic Digester Project that was completed several years ago at the Metro Wastewater Treatment Plant. This project reduces bio solids and produces methane, which we use to heat the digesters in the winter. Biogas holds significant value due to renewable credits, and we are exploring partnerships to minimize the cost for residents. We're accelerating the project to leverage the direct tax credit from the Inflation Reduction Act for renewable natural gas. The Climate Protection Action Committee fully supports the initiative, which is positioned to make the City of Columbia a leader in renewable natural gas in South Carolina.



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EXECUTIVE SESSION

Upon a motion made by Mr. Brennan and seconded by Dr. Bussells, Council voted unanimously to enter into Executive Session at 2:50 p.m. for the discussion of **Item 6.**

6. Discussion of matters relating to the proposed location, expansion, or provision of services encouraging location or expansion of industries or other businesses in the area served by the public body pursuant to S.C. Code §30-4-70(a)(5)
 - 2725 Drayton Street
7. Discussion of negotiations incident to proposed contractual arrangements pursuant to S.C. Code §30-4-70(a)(2)
 - Three Rivers Music Festival
8. Receipt of legal advice relating to matters covered by attorney-client privilege pursuant to S.C. Code §30-4-70(a)(2)
 - Automated Traffic Safety Cameras

ADJOURNMENT

The meeting was adjourned at 2:58 p.m.

Respectfully submitted:

Erika D. Moore Hammond, CMC
City Clerk



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CALL TO ORDER

The Columbia City Council conducted a regular meeting on Tuesday, October 1, 2024 at City Hall, 1737 Main Street, Columbia, South Carolina. The Honorable Daniel J. Rickenmann, Mayor called the meeting to order at 4:05 p.m. and the following City Council members were present: The Honorable Edward H. McDowell, Jr., The Honorable Will Brennan, Mayor Pro-Tem, The Honorable Aditi Bussells, The Honorable Tina N. Herbert, The Honorable Peter M. Brown, and The Honorable Tyler D. Bailey. Also present were Ms. Teresa Wilson, City Manager and Ms. Erika D. Moore Hammond, City Clerk. This meeting was advertised in accordance with the South Carolina Freedom of Information Act.

INVOCATION

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

PLEDGE OF ALLEGIANCE

ADOPTION OF THE AGENDA

Upon a motion made by Dr. Bussells and seconded by Mr. Bailey, Council voted unanimously to adopt the agenda as presented.

PUBLIC INPUT

Ms. Diane Wiley expressed support for Item 10 (*A new Contract for Project SD8500; 4036 Webb Court Storm Water Drainage Rehabilitation*). She also expressed concerns with the number of car dealerships on Two Notch Road and Beltline Boulevard.

APPROVAL OF MINUTES

1. Council is asked to approve the September 17, 2024 City Council Meeting Minutes. – *Approved*

Upon a motion made by Mr. McDowell and seconded by Dr. Bussells, Council voted unanimously to approve the September 17, 2024 City Council Meeting Minutes. Mr. Bailey was not present for the vote.



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PRESENTATIONS

2. Domestic Violence Awareness Month Proclamation - The Honorable Daniel J. Rickenmann, Mayor

Mayor Rickenmann highlighted the critical nature behind the statistics surrounding domestic violence in the state of South Carolina. We currently rank sixth out of 50 states for domestic violence cases, with approximately 18,000 incidents reported annually. Since 1996, we have been among the top 10 deadliest states for domestic violence. I encourage everyone to come to the walk this weekend. It is an opportunity to hear some incredible stories and walk side by side with folks who have lived it.

Ms. Leah Wicevic, Executive Director of SisterCare, Inc. shared that Sister Care serves as a nonprofit providing essential support for survivors and their families in the Midlands, having assisted over 4,000 individuals in 2023. She said another big piece of the work we do is community education and awareness, and the City has been a huge partner in helping get the word out. The Mayor's Walk against Domestic Violence is scheduled for Saturday October 5, 2024 at Page Ellington Park, starting with a rally at 10:00 a.m., followed by the walk at 11:00 a.m.

Mayor Rickenmann and the members of City Council proclaimed October 2024 as Domestic Violence Awareness Month in the City of Columbia.

3. National Community Planning Month Proclamation - The Honorable Daniel J. Rickenmann, Mayor

Mayor Rickenmann said we have done a lot over the past five years including upgrading our zoning laws and our new master plan, looking at our overlays for downtown, and fully engaging with our citizens. He thanked the Planning and Development Services staff for all they do to help improve the quality of life for the capital city.

Ms. Lucinda Statler, Planning Administrator, highlighted the Planning and Development Services accomplishments over the past year, including the annexation of Costco, safety improvements on North Main and Milwood, the creation of a user friendly guide for pedestrian accommodations, and the completion of an award-winning economic impact study on historic preservation.

Mayor Rickenmann and the members of City Council proclaimed October 2024 as National Community Planning Month in the City of Columbia.



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4. Communities in Schools Update - Ms. Latasha Taste, Senior Director of Statewide Partnerships

Ms. Latasha Taste, Senior Director of Statewide Partnerships, shared that the organization has been part of this community for over 30 years. It was originally founded as Cities in Schools by Ms. Francis McMeekin in the 1980s. We now provide wraparound support to about 26,000 students across seven counties in South Carolina. Approximately 99% of enrolled students are promoted to the next grade level. The organization partners with Richland, Lexington, and Fairfield counties, assisting around 8,000 students in Columbia. The organization offers essential services like housing, food, clothing, tutoring, mentorship, and a Family Advisory Board to give students and parents a voice in their education.

Ms. Teresa Wilson, City Manager highlighted Ms. Taste's passion for the work of Communities in Schools and thanked the Planning and Development Services team for all their hard work.

CONSENT AGENDA ITEMS 5 THROUGH 12

Upon a single motion made by Mr. McDowell and seconded by Mr. Bailey, Council voted unanimously to approve **Consent Agenda Items 5** through **12**.

5. Council is asked to approve the Purchase of Globe Bunker Gear for annual replacement needs and new recruits, as requested by the Columbia Fire Department on August 01, 2024. Award to Newton's Fire and Safety Equipment, Inc. using the HGACBuy Cooperative Contract in the amount of \$300,672.00. This vendor is located in Graham, NC. – *Approved*

Funding Source: Fire Suppression - Safety Clothing and Supplies (1012303-625900) \$150,336.00 and Fire Administration-County - Safety Clothing and Supplies (2082301-625900) \$150,336.00. The original budget amount is \$300,672.00.

6. Council is asked to approve Contract Amendment #4 for Olympia Fire Station Replacement Project, as requested by the Engineering Department on September 3, 2024. Award to Stewart-Cooper-Newell Architects, PA in an amount not to exceed \$207,891.00. The current term of the contract ends on September 20, 2025. This firm is located in Gastonia, NC. – *Approved*

Funding Source: General Capital Projects (CDBG-MIT) - Olympia Fire Station Replacement - Capital Projects Costs (4039999-658650). The current budget amount



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is \$728,408.00. The budget amount for this amendment is \$207,891.00. The total revised budget amount is \$932,999.00.

7. Council is asked to approve a new Professional Services Contract for Program Management Services for the Home Assistance Program (HAP), as requested by City Administration on September 17, 2024. Award to Ceba Group, LLC in an amount not to exceed \$450,000.00. The initial term of the contract will take effect upon issuance of a Notice to Proceed with an end date two years from commencement and the option to renew for two (2) additional one-year periods. This firm is located in Columbia, SC. – *Approved*

Funding Source: Belvedere and Greenview Housing Assistance Program - Professional Service (SC117007-636600) \$180,000.00, City of Columbia Housing Program - Professional Service (SC117008 - 636600) \$180,000.00, Fairwold Housing Assistance Program - Professional Service (SC117009-636600) \$90,000.00. The original budget amount is \$450,000.00

The Belvedere Home Assistance Program is being funded by an allocation from the State of South Carolina for enhancement of homes within the Belvedere Community. Rehabilitation activities will be performed by licensed contractors secured by the Program Manager, thus costs for those services will be paid as work is performed and invoiced to the City by Ceba Group, LLC.

8. Council is asked to approve the Purchase of Vehicles and Heavy Equipment for several City Departments, as requested by the Fleet Services Division. Award to the following vendors using the SC State Contract in the total amount of \$613,947.93. – *Approved*

Item	Vendor	Vehicles	Procurement Method	Amount
a.	Love Chevrolet Columbia, SC	Two (2) 2024 Chevy Tahoe LS, as requested by the Columbia Fire Department on August 21, 2024.	SC State Contract #4400031134	\$119,716.00
<i>Funding Source: Capital Replacement - Auto, Trucks, Heavy Equipment-Capital (6308972-658500). The original budget amount is \$119,716.00.</i>				
b.	Alan Jay Automotive Management dba Alan Jay Fleet Sales Sebring, FL	Four (4) 2024 Ford F-250 Super Cab Pickup 4WD Trucks, as requested by the Water Distribution	SC State Contract #4400029875	\$261,550.25



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		Division on August 13, 2024.		
<i>Funding Source: Utilities Water Distribution and Maintenance - Auto, Trucks, Heavy Equipment-Capital (5516203-658500). The original budget amount is \$261,550.25.</i>				
c.	Blanchard Machinery Company West Columbia, SC	Two (2) Cat 305 LA Excavators, as requested by the Water Distribution Division on August 7, 2024.	SC State Contract #4400031291	\$232,681.68
<i>Funding Source: Utilities Water Distribution and Maintenance - Auto, Trucks, Heavy Equipment-Capital (5516203-658500). The original budget amount is \$232,681.68.</i>				
Total				\$613,947.93

9. Council is asked to approve Contract Amendment #4 for Project SS7583; Saluda River 02 and Broad River 04 Engineer Led Find and Fix Sewer Rehabilitation, as requested by Columbia Water on September 4, 2024. Award to Weston and Sampson Engineers, Inc., in an amount not to exceed \$93,880.00. The current term of the contract ends on December 31, 2024 and this amendment extends the contract to June 30, 2025. This firm is located in Columbia, SC. – *Approved*

Funding Source: Water and Sewer Capital Projects - SR02 Find and Fix Rehab - Capital Project Cost (5529999-SS758301-658650). The current budget amount is \$1,176,775.00. The budget amount for this amendment is \$93,880.00. The total revised budget amount is \$1,270,655.00.

This is a Clean Water 2020 Program Project and a Mentor Protégé Program project. Weston and Sampson Engineers, Inc., is the mentor and will provide engineering services during construction, onsite construction observation, and project closeout at 82.62% (\$77,560.00) of the amendment amount.

The following sub-consultants will provide additional services:

4D Engineering, a Minority Business Enterprise (W), located in Columbia, SC, is the protégé and will provide additional onsite construction observation services at 17.38% (\$16,320.00) of the amendment amount.

10. Council is asked to approve a new Contract for Project SD8500; 4036 Webb Court Storm Water Drainage Rehabilitation, as requested by Columbia Water on August 20, 2024. Award to Smoak Construction Company, LLC, in an amount not to exceed \$100,800.00, which includes contingency. The initial term of the contract will take effect upon issuance of the Notice to Proceed



COLUMBIA CITY COUNCIL MEETING MINUTES TUESDAY, OCTOBER 1, 2024

with an end date one hundred twenty (120) days from commencement. This contractor is located in Little Mountain, SC. – *Approved*

Funding Source: Storm Water Improvement Capital Project Control - 4036 Webb Court - Capital Project Costs (5549999-SD850001-658650). The original budget amount is \$100,800.00.

11. ANNEXATION, FUTURE LAND USE MAP AMENDMENT, AND ZONING MAP AMENDMENT for 1425 and 1430 Laburnum Drive, TMS# 13706-13-10 – *Approved on second reading.*

Ordinance No.: 2024-075 - Annexing 1425 and 1430 Laburnum Drive, TMS# 13706-13-10 into the City of Columbia, South Carolina, and Incorporating said property into Columbia Compass: Envision 2036 and the Official Zoning Map – Approved on second reading.

Proposal: Request to annex the property, assign the land use classification of Urban Core Residential Small Lot (UCR 1) and assign of zoning of Residential Single Family Small Lot District (RSF-3) for a pending annexation. The property is currently classified as Mixed Residential (High Density) and zoned Residential 4 (R4) by Richland County.

Council District: 3

Applicant: Chanda W. Davis

Staff Recommendation: Approval

PC Recommendation: 08/08/2024; Meeting cancelled and 09/12/2024; Recommend Approval (8-0)

First reading approval was given on September 17, 2024.

12. AMENDMENT TO THE UNIFIED DEVELOPMENT ORDINANCE to include 207 Wateree Avenue, TMS# 11306-04-27, as a Type 2 Landmark – *Approved on second reading.*

Ordinance No.: 2024-072 - Amending the Unified Development Ordinance of the City of Columbia, South Carolina, Appendix B: Type 2 Landmarks – Approved on second reading.

Council District: 3

Proposal: Amend the Unified Development Ordinance, Chapter 17, Appendix B: Type



COLUMBIA CITY COUNCIL MEETING MINUTES TUESDAY, OCTOBER 1, 2024

2 Landmarks to establish the property as a City of Columbia Landmark

Applicant: Krista Hampton, Planning & Development Services Director

Staff Recommendation: Approval

PC Recommendation: 08/08/2024; Meeting Cancelled and 09/12/2024; Recommend Approval (8-0)

D/DRC Recommendation: 08/15/2024; Recommend Approval (9-0)

First reading approval was given on September 17, 2024.

CONSIDERATION OF BIDS, CONTRACTS AND CHANGE ORDERS

13. Council is asked to approve Contract Amendment #12 for Project DR4241; Columbia Canal Embankment Repair Services, as requested by Columbia Water on September 11, 2024. Award to Michael Baker International, in an amount not to exceed \$5,116,047.00. The current term of the contract ends on September 18, 2025. This firm is located in Columbia, SC. – *Approved*

Funding Source: Flood Recovery-Columbia Canal - 2015 October Flood Recovery (2536206-638400) \$2,301,452.00 and Water and Sewer Capital Projects-Alternate Raw Water Pump Station Canal Water Treatment Plant-Capital Project Costs (5529999-WM454901-658650) \$2,814,595.00. The current budget amount is \$7,329,535.00. The budget amount for this amendment is \$5,116,047.00. The total revised budget amount is \$12,445,582.00.

Michael Baker International will provide design services at 76.45% (\$3,911,187.00) of the amendment amount.

The following subcontractors will provide the following services:

F&ME Consultants of Columbia, SC, will provide assistance with professional services at 7.12% (\$364,230.00) of the amendment amount.

Hazen & Sawyer Consultants of Columbia, SC, will provide assistance with professional services at 13.85% (\$708,630.00) of the amendment amount.

Back Forty Aerial Solutions Consultants of Columbia, SC, will provide assistance with professional services at 2.58% (\$132,000.00) of the amendment amount.



COLUMBIA CITY COUNCIL MEETING MINUTES TUESDAY, OCTOBER 1, 2024

Mr. Clint Shealy, Assistant City Manager of Columbia Water explained that there are two parts to the amendment: 1) \$2.3 million in reimbursable funds from FEMA for archaeological oversight and historic preservation related to the Columbia Canal and 2) \$2.8 million will fund professional services for the Resilient Water Supply Project, with bidding postponed to Thursday, October 10, 2024 to give contractors more preparation time. This project is primarily funded through the Capital Improvement Program, with 70% covered by a FEMA grant. A public briefing will be held at 2 p.m. on Friday October 4, 2024 at EdVenture Children's Museum to discuss the upcoming projects. All inspection costs associated with the canal's reconstruction will also be reimbursable through FEMA. The alternate water supply will have a 30-month construction timeline, with bids opening next week; the embankment recovery project will be bid in the coming months and has a 24-month schedule; and the headgate replacements project will bid within a few months, taking 18 months to complete. Together, these projects represent over \$100 million in investments to restore the canal and improve resilience since October 2015.

Upon a motion made by Mr. Brown and seconded by Mr. Brennan, Council voted unanimously to approve Contract Amendment #12 for Project DR4241; Columbia Canal Embankment Repair Services, as requested by Columbia Water on September 11, 2024. Award to Michael Baker International, in an amount not to exceed \$5,116,047.00. The current term of the contract ends on September 18, 2025. This firm is located in Columbia, SC.

ORDINANCES - FIRST READING

14. Ordinance No.: 2024-078 - Amending Ordinance 2024-043 to Adopt the Budget for the City of Columbia, South Carolina, for the Fiscal Year ending June 30, 2025 – *Approved on first reading.*

Ms. Teresa Wilson, City Manager said as you'll recall we mentioned bringing back a budget amendment in the fall for the property tax millage rate adjustment due to reassessment in Richland County.

Upon a motion made by Mr. McDowell and seconded by Mr. Brown, Council voted unanimously to give first reading approval to Ordinance No.: 2024-078 - Amending Ordinance 2024-043 to Adopt the Budget for the City of Columbia, South Carolina, for the Fiscal Year ending June 30, 2025.



COLUMBIA CITY COUNCIL MEETING MINUTES TUESDAY, OCTOBER 1, 2024

RESOLUTIONS

15. Resolution No.: R-2024-080 - Authorizing acceptance and dedication of streets known as Congaree Pointe Drive, Table Rock Road, and Jerri Lane, located in Congaree Pointe, Phase 1 – *Approved*

Upon a motion made by Dr. Bussells and seconded by Mr. McDowell, Council voted unanimously to approve Resolution No.: R-2024-080 - Authorizing acceptance and dedication of streets known as Congaree Pointe Drive, Table Rock Road, and Jerri Lane, located in Congaree Pointe, Phase 1.

EVENT RESOLUTIONS

Upon a single motion made by Mr. Brennan and seconded by Mr. McDowell, Council voted unanimously to approve **Event Resolutions Items 16** through **18**.

16. Resolution No.: R-2024-062 - Authorizing consumption of beer, wine and liquor at the SC Pride Festival on the 1200, 1300 and 1400 blocks of Main Street on Friday, October 18, 2024 and Saturday, October 19, 2024 - *Approved*
17. Resolution No.: R-2024-075 - Authorizing consumption of beer, wine and liquor at JerryFest at the Five Points Fountain on Sunday, October 6, 2024 – *Approved*
18. Resolution No.: R-2024-079 - Authorizing consumption of beer and wine only at Paint the Town Garnet and Black – USC Homecoming Event at 747 Saluda Avenue, perimeter around the Fountain Plaza and 727 Harden Street Parking Lot on Friday, November 1, 2024 – *Approved*

CITY COUNCIL COMMITTEE REFERRALS, REPORTS, AND NEW BUSINESS

No committee referrals, reports, or new business was presented at this time.

PUBLIC INPUT

No one appeared at this time.



COLUMBIA CITY COUNCIL MEETING MINUTES TUESDAY, OCTOBER 1, 2024

EXECUTIVE SESSION

Upon a motion made by Mr. Brennan and seconded by Mr. McDowell, Council voted unanimously to enter into Executive session at 4:43 p.m. for the discussion of Items **7** and **8** as outlined on the Work Session agenda.

ADJOURNMENT

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

Respectfully submitted:

Erika D. Moore Hammond, CMC
City Clerk



MEETING DATE: October 15, 2024

DEPARTMENT: City Clerk

FROM: *Erika Hammond, City Clerk*

SUBJECT: National Fire Prevention Month Proclamation - The Honorable Daniel J. Rickenmann, Mayor

FUNDING SOURCE & ORIGINAL BUDGET:

ATTACHMENTS:

- **#a:** 2024 National Fire Prevention Month Proclamation - revised (DOCX)



City of Columbia A Proclamation

WHEREAS, the City of Columbia, S.C. is committed to ensuring the safety and security of all those living in and visiting Columbia; and

WHEREAS, fire departments in the U.S. responded to close to 337,000 home fires each year between 2018 and 2022 according to the National Fire Protection Association; and

WHEREAS, 59 percent of deaths resulting from those fires happened in homes with no smoke alarms or alarms that did not work; and

WHEREAS, the Columbia-Richland Fire Department responded to 522 structure fires over the course of 2023; and

WHEREAS, the city's fire department is dedicated to reducing the occurrence of home fires and home fire injuries through fire prevention and education; and

WHEREAS, CFRD's Fire Prevention Division preformed 4,980 fire inspections – which uncovered 6,378 fire code violations in 2023 and also reviewed 215 building plans, 74 fire alarm plans and 103 building sprinkler plans; and

WHEREAS, the department's Fire Education Office provided 211 fire safety presentations and installed more than 500 free alarms for citizens in need over the course of last year; and

WHEREAS, the 2024 Fire Prevention Month theme "Smoke Alarms: Make Them Work For You" effectively serves to remind the public about the importance of having working smoke alarms in their homes;

NOW, 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 the month of October 1-31 2024 as

"Fire Prevention Month"

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

Daniel J. Rickenmann
Mayor

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 M. Brown
District IV, Council Member

Tyler D. Bailey
At-Large, Council Member



MEETING DATE: October 15, 2024

DEPARTMENT: Economic Development

FROM: *Ryan Coleman, Director of Economic Development*

SUBJECT: Council is asked to approve the Fiscal Year 2024/2025 Contract Renewal for services related to the retention of Military Personnel, Services and Operations located at Fort Jackson, as requested by the Economic Development Department. Award to the Greater Columbia Chamber of Commerce in the amount of \$53,500.00. This firm is located in Columbia, SC.

FUNDING SOURCE & ORIGINAL BUDGET: Funding Source: Economic Development - Special Projects (5518419-638500). The original budgeted amount is \$53,500.00.

FOCUS AREAS: Economic Growth

PURPOSE:
Endorsed by the Economic Development and Infrastructure Committee on September 24, 2024.

ATTACHMENTS:

- **#a:** APPROVED - 24023305 - Columbia Chamber 2024-25 contract (PDF)

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

THIS CONTRACT is entered into between the City of Columbia (hereinafter called the "City") and the Greater Columbia Chamber of Commerce (hereinafter called the "Consultant").

WITNESSETH:

WHEREAS, the City desires to retain the services of the Consultant to provide consulting services to the City, as specified in Exhibit A for fiscal year (FY) 2024-2025;

NOW, THEREFORE, in consideration of and for the mutual covenants and promises contained herein, the parties hereto agree as follows:

1. CONTRACT FOR SERVICES

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

2. SCOPE OF SERVICES AND TIME OF PERFORMANCE

The Consultant shall in a satisfactory and proper manner as determined by the City perform tasks necessary to complete the projects as outlined in Exhibit A, attached hereto. The Consultant has specialized knowledge to complete the projects without any training from the City and shall perform the tasks in the order and in the manner that Consultant determines is most effective and efficient without any City control over the details of Consultant's performance. Nothing in this contract shall prohibit the City and Consultant from entering into separate agreements for specific projects.

3. TERM OF AGREEMENT

This Contract shall be effective upon signing and shall expire on June 30, 2025, unless terminated earlier as provided herein.

4. METHOD OF PAYMENT

In consideration of the services performed hereunder and upon receipt of an invoice, the City will make two (2) payments of Twenty-Six Thousand Seven Hundred Fifty and No/100 Dollars (\$26,750.00) to Consultant. The first payment will be made on or after August 1st of the fiscal year, pending review and approval of the contract by the City. The second payment will be made on or after February 1st of the same fiscal year, pending a second review of the scope of work to ensure the terms of the contract are being met by Consultant in timely fashion.

5. DUTIES UPON TERMINATION

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

6. ETHICS

Consultant and any subconsultant(s) acknowledge that they are subject to the provisions of the 1991 Ethics Reform Act (S.C. Code Ann. §8-13-100, *et seq.*, 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 the intent to:

- A. Influence the discharge of a public official's, public member's, or public employee's official responsibilities;
- B. Influence a public official, public member, or public employee to commit, aid in committing, collude in, or allow fraud on a governmental entity; or
- C. 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.

7. FINDINGS CONFIDENTIAL

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

In the event that the City receives a Freedom of Information Act request to provide confidential or proprietary information of the Consultant, City will notify Consultant as soon as practicable of such request.

8. ACCESS TO RECORDS

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

after receipt of final payment under this Contract. All requests for access to Consultant's records shall be made in writing.

9. COPYRIGHT

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

10. AMENDMENTS

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

The City may, in its discretion, amend this 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, Appendix A, 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.

11. ASSIGNABILITY/SUB-CONSULTING

The Consultant 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 Consultant shall be as fully responsible to the City for the acts and omission of its sub-Consultants, as it is for the acts and omissions of persons directly employed by the Consultant.

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

12. INDEPENDENT CONSULTANT

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

13. BREACH / WAIVER

The failure of either the Consultant or the City to insist upon the strict performance of any provision of the 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 the Agreement at any time. Partial payment by the City shall not be construed as a waiver. Waiver of any breach of the Agreement shall not constitute waiver of a subsequent breach.

14. TERMINATION OF CONTRACT FOR CAUSE

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

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

15. TERMINATION FOR CONVENIENCE OF THE CITY

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

16. INTEREST OF CONSULTANT

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

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

17. 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 shall state that it will receive

consideration for employment without regard to race, color, creed, religion, ancestry, sex, national origin, disability or other handicap, age, marital status, or status with regard to public assistance. The Contractor will incorporate these equal employment opportunity requirements in all subcontracts for program work.

18. LICENSES, PERMITS AND TAXES

The Consultant shall be responsible for obtaining any approvals, permits and/or licenses as may be required of the Consultant in performing the services required under the Agreement. The Consultant shall be responsible for any costs relating to same.

The Consultant shall procure and maintain a City of Columbia business license while performing services under the Agreement.

19. REMEDIES

The Consultant shall only be entitled to the actual direct costs of all labor and material expended on the services required under the Agreement prior to the effective date of the termination. In no event shall the Consultant be entitled to anticipatory profit or damages for any termination under the Agreement. In no event shall the Consultant be entitled to assert a claim in quantum meruit or any other measure of damages other than that stated herein.

20. SEVERABILITY

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

21. COMPLIANCE WITH LOCAL LAWS

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

22. PERSONNEL

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

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

23. WHOLE AGREEMENT

The Agreement represents the entire Agreement between the City and the Consultant and supersedes all prior communications, negotiations, representations or agreements, either written or oral. Only written Amendment signed by both the City and the Consultant may amend the Agreement.

24. GOVERNING LAW

This Agreement shall be interpreted, construed, and enforced in accordance with the laws of South Carolina. Any dispute arising between any of the parties hereto regarding the subject matter of this Agreement shall be subject to the exclusive jurisdiction of the federal and state courts within the State of South Carolina.

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

Greater Columbia Chamber of Commerce CITY OF COLUMBIA

BY: _____

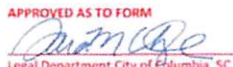
BY: _____

TITLE: _____

TITLE: Teresa B. Wilson, City Manager

DATE: _____

DATE: _____

APPROVED AS TO FORM

 Legal Department City of Columbia, SC
 10/2/2024



CASSIDY | ASSOCIATES

607 Fourteenth Street NW, Suite 400
Washington, DC 20005

Scope of Continuing Professional Services for 2024-2025

Introduction

Cassidy & Associates is currently providing services to the Columbia Chamber of Commerce to support the economic impact provided by South Carolina's military installations and defense-related activities, with most activities dedicated towards enhancing and growing Fort Jackson and McEntire Joint National Guard base, and additional activities in support of Camp McCrady and Shaw Air Force Base as needed. We believe that the events of the past year have proven once again the value of our strategic approach and partnership in promoting defense-related economic development and the continuing challenge of maintaining military installation infrastructure in a difficult federal budget environment.

Of note, is that with military construction and facilities, sustainment, restoration, and modernization [FSRM] funding, the investment of the Department of Defense on facilities alone has invested \$1B in the region over the past two decades. This, in addition to the economic impact of salaries, workforce, mission, hospitality and more create an innumerable benefit to the Midlands.

In years of budget sequestration, border wall funding cancelling military construction, and reduced facility investment, the Department of Defense continued to invest in the region, and most specifically, in Fort Jackson. We survived three years of significant MILCON and SRM budget reductions, however emerged with great news stories for the Midlands, with more than \$100M in MILCON SRM being spent at Fort Jackson in the last three years. Specifically, in FY 2024, our Congressional delegation, led by Senator Graham, did the hard work of adding more than \$100M in new funding both in the authorization and appropriations bills in the form of congressionally directed spending to ensure the cost overruns for Fort Jackson's Reception Barracks Complex, Ph2: Cost to Complete.

We have heard, however, that the Department of Defense is reaching a critical juncture on the additional project requirements brought forth by cost to complete programs, and we anticipate a breaking point soon with the Army Corps as it struggles to keep up with the demand from Congress to keep projects on time and on budget. This will be of extreme importance as we plan our military construction strategies for FY 2025 and beyond.

The Army is investing in Fort Jackson: a result of coordinated efforts of the Congressional delegation, the Chamber, the City and County, state leadership, and the Department of Defense. The Congressional delegation is leaning in to pull UFR (unfunded requirements) at Fort Jackson forward (including the new child development center), and the base leadership is signaling

opportunities to ensure that the base takes advantage of end of year sustainment, restoration and modernization funds.

The Chamber, in coordination with its state and local partners must work collaboratively to ensure Fort needs are highlighted and any feasible military construction need or cost overrun is made whole in the FY 2025 legislative process, particularly with the looming challenge of legislating during a Presidential Election year. Specifically, the Chamber must coordinate with each local base leadership to solidify projects that are on the near term FYDP and ensure that shrinking infrastructure budgets within the Department of Defense do not slow Fort Jackson and McEntire's mission growth trajectory.

Overview

Our firm engages in many activities on behalf of the Midlands Region, but they can generally be described by two overarching and interrelated goals:

(1) Preventing installation reductions resulting from BRAC rounds and/or other existing Executive Branch authority.

This year has been, to put it mildly, a challenge in Washington. Despite political acrimony, Congress reached a funding deal in March to avert a yearlong continuing resolution. While President Biden is generally in favor of defense spending, all federal agencies are preparing to tighten their belts in the coming fiscal years. In recent weeks, some conservative defense publications and organizations, including the Heritage Foundation have begun the drumbeat of needing to downsize defense installations as a part of the debt ceiling conversation. While these are likely outlier, something has to give.

Congressional leadership is indicating that if they do not authorize an additional BRAC round, military installations will continue to be reduced or hollowed out using existing authorities. Fort Jackson can either benefit from, or be a victim to this hollowing. Every indication shows that growth is possible, even probable, but the community must continue to be welcoming, legislatively active, and apprised to any intelligence coming out of the base community. Fort Jackson, after going through the SPEA process, knows well that the Department has existing authority to reduce, move, and even enhance mission. Every day is a BRAC day for military base communities.

It is critical to also track McEntire's strategy as whole and separate from Shaw Air Force Base. Their missions should be seen as collaborative but not duplicative. We are actively engaging on the concern that existing facilities on McEntire do not have the proper equipment to meet their mission training requirements. We, thus far in CY 2024, have worked proactively with the Congressional delegation to identify the best funding strategies to ensure McEntire has the most modern training technology to meet its mission needs. This will likely be a protracted battle in FY 2025 and FY 2026 and might necessitate partnering with Air Guard communities in other states facing similar challenges.

The Chamber has a crucial responsibility to help the State and local community proactively prepare for these threats that could have a devastating impact on both military communities and the overall State economy.

(2) Supporting the Chamber in Base Enhancement Activities.

Often called the “most military friendly community in the United States”, the Columbia region is also a national leader in recognizing the importance of continuing base enhancement activities. The Chamber has not let up pressure or momentum on our continuing message that Fort Jackson is the most important facility a soldier sees in the Army, because it is quite often the first facility he or she sees.

Moreover, by banding together under the leadership of the Chamber, the City and County councils, regional planning organizations, and economic development associations are able to provide mutual support, coordinate involvement in federal government relations efforts, and multiply the effectiveness of individual efforts.

The Chamber has an excellent reputation within the Congressional delegation and the Pentagon for its expertise in base infrastructure issues and its intelligent advocacy on behalf of Fort Jackson and McEntire. These efforts have had a positive economic impact on the entire State of South Carolina and its military communities. Carl and his team are called upon to gather intelligence, build bridges, and develop executable political strategies.

The Congressional delegation rely on the Chamber to be an effective daily liaison to base leadership. Just in the last few months, we have been asked for:

- A million “Christmas tree” list;
- To weigh in on minor military construction spending increases;
- To identify ways to use congressionally directed spending to enhance off base quality of life;
- To gather intelligence securing federal funds for flying missions at McEntire;
- To identify external partners to solve the equipment and facility issue at McEntire; and
- To monitor and plan towards projects funded by the Office of Local Defense Community Cooperation (OLDCC), including the Defense Community Infrastructure Program (DCIP) implementation.

It is also possible that future years could see mission growth at Fort Jackson, as TRADOC looks to maximize efficiencies. Cassidy will work in close partnership with the Chamber to support any mission growth, and protect the movement of mission and/or flags politically on Capitol Hill.

Specific BRAC and Base Enhancement Activities

Cassidy & Associates is devoted to helping the Midlands Region with a robust and proactive program of military base enhancement. This mission of enhancing the regions military installations has continuing benefits.

First, attracting new defense investment on our military facilities has valuable economic impacts.

After the 2005 BRAC round, more than \$1 billion was spent on Fort Jackson alone for military construction. Second, these investments can attract new missions and personnel. In addition, these investments can protect our military installations from future base closure and realignment actions, either through the proposed BRAC round or through existing statutory authority, (“Shadow BRAC”).

There are many different activities that Cassidy & Associates is undertaking in partnership with the Columbia Chamber team to enhance and promote our military installations:

(1) Engaging in proactive activity addressing issues at Fort Jackson, McEntire, and other South Carolina bases as requested by the community

- We engage in a continuing collaborative process of assessing military installation issues that can involve infrastructure or mission shortcomings. We then work to coordinate a united response involving local, state, and federal support. For example: We finally pushed through additional MILCON in FY 2024 for the Reception Barracks after cost overruns left the project more than \$100M short.
- In addition, in the last fiscal year, Senator Graham led efforts in raising the cost to complete issue, fully funding all ongoing projects at Fort Jackson, and using congressionally directed spending, advancing a project forward on the FYDP
- Pending in the FY 2025 NDAA is additional visibility to the child development center military construction at Fort Jackson, and we are working actively with the Congressional delegation on the best way to use planning and design money to make that project ready to pull earlier on the FYDP.
- Heading off any zoning concerns at McEntire that can affect future mission; this may include supporting REPI or Sentinel funding opportunities, as well as determining what compatible zoning.
- Tracking basing opportunities for F-35s *or other future flying mission* at McEntire.
- Examining congressionally directed spending opportunities with partner agencies in the regional to enhance on and off-base quality of life.
- Tracking Army investment in child development centers and DODEA schools to ensure the needs of Fort Jackson families are being met.
- We must monitor macro issues facing the Army, including BAH, MPHI (Military Privatized Housing Initiative), water quality, and PAL (Privatized Army Lodging) for how they impact our base communities. The issues have been in the local press lately, and while not at the level of other base communities, it is an important way to maintain the region’s military friendly brand.

(2) Seek additional military construction projects for The Midlands Region installations.

- Competition for military construction (milcon) projects has been increasingly difficult in recent years due to the large amounts of milcon money designated for border wall funding, BRAC implementation and overseas contingency operations. We work both to promote within DoD the value of defense investment in our military installations and to support Congressional addition of mission-oriented projects that enhance to the military value of the installations.
- The FY2024 Military Construction Appropriations Bill funded an ADDITIONAL \$101M above the President’s Budget for Fort priorities. This is a huge win for the

region and signals the Army's continued investment in the Fort's future. These dollars were protected through CR process. This is a huge investment in the Fort and we need to ensure it receives the visibility it deserves.

- We have heard the Army military construction budget could be cut by 30% of what it has been over each of the last few fiscal years. We will continue to track the budget, the supplemental, and any infrastructure package for opportunities for Fort Jackson and McEntire and offer inside the Pentagon opportunities to sell the Fort Jackson and McEntire value proposition.
- As mentioned earlier, the Department of Defense is reaching a critical juncture on the additional project requirements brought forth by cost to complete programs, and we anticipate a breaking point in the near future with the Army Corps as it struggles to keep up with the demand from Congress to keep projects on time and on budget. This will be of extreme importance as we plan our military construction strategies for FY 2025 and beyond. We saw this affect our attempt to pull the CDC several years forward, and will need to be flexible as we strategize for future fiscal years.

(3) Pursue other investments in facilities for South Carolina's military installations.

- Due to the shortage of milcon funding, increasing attention is being paid to other opportunities for enhancing military facilities. These efforts can include public-private partnerships for installation facilities (such as housing and utilities infrastructure) and utilization of enhanced use leasing authority to attract private development for new facilities.
- We will continue to be the orchestra director and voice of the Chamber community to ensure that privatization efforts protect the city, Chamber and Fort interests.
- We will pursue additional authorities for communities to partner with the base for infrastructure, zoning, transportation, and quality of life issues.
- We will continue to monitor IRA implementation (or draw back in case of an Presidential change) for any funding opportunities available to the state and region that would be compatible for quality of life and mission growth.

(4) Defense Leadership Education and Advocacy

- In addition to enhancing the region's military installations, it is also important to educate defense leaders about the quality of our military facilities and the supportiveness of both the State and local leadership. We have engaged in an active liaison program with senior DoD and Service leadership, as well as directly with the White House. This liaison will continue to be conducted in the following ways:
 - Washington, DC Fly-In Trips by the Chamber and by local governmental leaders. We have to this point completed two highly successful Washington trips in 2024 that led to valuable relationship building and intelligence gathering.
 - If there is a change in Administration or not, there will still be a change in leadership at the Pentagon. We will ensure the Midlands has an opportunity to build relationships with these new leaders and tell the Fort Jackson story at both the political appointee and SES level.
 - Tracking VIP visits to Fort Jackson, including CODEL staff, ensuring that those visiting have the Chamber messaging in advance.

- The Chamber and its partners must continue to highlight the successes of Fort Jackson as the premier installation for the Fort Jackson's Future Soldier Preparatory Course. We must work to ensure that data is collected and the public affairs strategy is wrapped around to make Fort Jackson a difference maker in soldier recruitment and retention.
- Working with the South Carolina Congressional Delegation on Issues and Messages: The Congressional delegation and staff can interact with defense leaders in connection with committee hearings and other events. We work regularly with the delegation to maximize the benefit of those opportunities through drafting questions, message points, and letters that promote the interests of Fort Jackson and McEntire.
- Cassidy Liaison with Defense Leaders on Behalf of the Region: Members of our firm engage in regular liaison with senior defense leadership. These meetings occur through appointments and telephone conversations on specific issues, participation at defense conferences and other events, attendance at Congressional hearings, and other opportunities. We consistently advocate for the Columbia Chamber and issues of importance to them, as well as reporting State and local efforts to support those installations.

(5) Congressional Liaison and Support

- Cassidy & Associates stays in regular contact with the South Carolina Congressional delegation to work on matters that can support Fort Jackson, McEntire, and the defense industry throughout the state. As mentioned above, these actions can include seeking appropriated funding for milcon projects and other installation missions. In addition, this work can involve gathering valuable intelligence about ongoing defense programs and opportunities, as well as working to provide information to defense leaders considering decisions that can impact the region.
- In the past we have supplied appropriations requests and supporting documents, drafted joint delegation letters, prepared hearing questions, answered questions about local military installations and their economic impact, identified DoD and Service leaders for correspondence and liaison efforts, and performed a variety of other factors to facilitate Congressional support for The Midlands Region's military installations

(6) Legislative Monitoring and Defense Analysis

- The defense world is going through a variety of changes due to ongoing military transformation effort and several different institutional activities. Our firm will continue to monitor these many developments so that supporters of The Midlands Region military installations can take advantages of changes in the evolving defense environment.
- Annual defense legislation often promotes new policy directives and requires new studies of defense needs. Our firm will continue to follow these bills and the Congressional hearings on the defense legislation, especially given competing community efforts to seek advantages through legislative action. We will work to keep the Chamber informed of how these developments can impact its military installations and help develop strategies to stay abreast of evolving defense strategies.

Contract Proposal and Justification

Our firm has been in an active “BRAC preparation” mode since even before the Obama Administration’s first public announcement that it wanted another BRAC round in January, 2012. We have been extremely active on behalf of the Midlands Region over the past decade and will need to maintain that level of activity as long as a prospective BRAC round is hanging over the Midlands Region. In addition, the federal government is currently already using “non-BRAC” mechanisms to achieve BRAC-like results **now**.

Conclusion

Our firm highly values its continuing relationship with the Columbia Chamber of Commerce, its community and governmental partners, and its allies within the State and in Washington. We expect that the Chamber will want to continue its proactive involvement in defense infrastructure issues. These activities will involve addressing challenges from the continuing need to enhance infrastructure, defend and attract missions and synergistic economic development, and adjust to new priorities and policies to maximize defense-related opportunities, both for their own value and their value in preventing BRAC reductions. In addition, we will be engaged in intensive involve preparation for a future BRAC round which poses a very real threat to the region’s military installations. We believe that our firm can help the Chamber on these crucial efforts and we look forward to continuing our collaborative activities.

Respectfully submitted,
Cassidy & Associates



MEETING DATE: October 15, 2024

DEPARTMENT: Economic Development

FROM: *Ryan Coleman, Director of Economic Development*

SUBJECT: Council is asked to approve Fiscal Year 2024/2025 Contract Renewal for Professional Services for Improvement and Operational Services within the Downtown Business Improvement District Including Marketing and Advertising, as requested by the Economic Development Department. Award to the City Center Partnership in the amount of \$70,000.00. This firm is located in Columbia, SC.

FUNDING SOURCE & ORIGINAL BUDGET: Funding Source: Economic Development - Special Contracts (5511301-638300). The original budget amount is \$70,000.00.

FOCUS AREAS: Economic Growth

PURPOSE:
Endorsed by the Economic Development and Infrastructure Committee on September 24, 2024.

ATTACHMENTS:

- **#a:** APPROVED - 24023304 - City Center Partnership Inc. 2024-2025.pdf.1 (PDF)

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

THIS CONTRACT is entered into between the City of Columbia (hereinafter called the "City") and the City Center Partnership, Inc. (hereinafter called the "Consultant").

WITNESSETH:

WHEREAS, the City desires to retain the services of the Consultant to provide consulting services to the City, as specified in Exhibit A for fiscal year (FY) 2024-2025;

NOW, THEREFORE, in consideration of and for the mutual covenants and promises contained herein, the parties hereto agree as follows:

1. CONTRACT FOR SERVICES

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

2. SCOPE OF SERVICES AND TIME OF PERFORMANCE

The Consultant shall in a satisfactory and proper manner as determined by the City perform tasks necessary to complete the projects as outlined in Exhibit A, attached hereto. The Consultant has specialized knowledge to complete the projects without any training from the City and shall perform the tasks in the order and in the manner that Consultant determines is most effective and efficient without any City control over the details of Consultant's performance. Nothing in this contract shall prohibit the City and Consultant from entering into separate agreements for specific projects.

3. TERM OF AGREEMENT

This Contract shall be effective upon signing and shall expire on June 30, 2025, unless terminated earlier as provided herein.

4. METHOD OF PAYMENT

In consideration of the services performed hereunder and upon receipt of an invoice, the City will make two (2) payments of Thirty-Five Thousand and No/100 Dollars (\$35,000.00) to Consultant. The first payment will be made on or after August 1st of the fiscal year, pending review and approval of the contract by the City. The second payment will be made on or after February 1st of the same fiscal year, pending a second review of the scope of work to ensure the terms of the contract are being met by Consultant in timely fashion.

5. DUTIES UPON TERMINATION

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

6. ETHICS

Consultant and any subconsultant(s) acknowledge that they are subject to the provisions of the 1991 Ethics Reform Act (S.C. Code Ann. §8-13-100, *et seq.*, 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 the intent to:

- A. Influence the discharge of a public official's, public member's, or public employee's official responsibilities;
- B. Influence a public official, public member, or public employee to commit, aid in committing, collude in, or allow fraud on a governmental entity; or
- C. 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.

7. FINDINGS CONFIDENTIAL

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

In the event that the City receives a Freedom of Information Act request to provide confidential or proprietary information of the Consultant, City will notify Consultant as soon as practicable of such request.

8. ACCESS TO RECORDS

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

9. COPYRIGHT

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

10. AMENDMENTS

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

The City may, in its discretion, amend this 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, Appendix A, 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.

11. ASSIGNABILITY/SUB-CONSULTING

The Consultant 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 Consultant shall be as fully responsible to the City for the acts and omission of its sub-Consultants, as it is for the acts and omissions of persons directly employed by the Consultant.

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

12. INDEPENDENT CONSULTANT

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

13. BREACH / WAIVER

The failure of either the Consultant or the City to insist upon the strict performance of any provision of the 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 the Agreement at any time. Partial payment by the City shall not be construed as a waiver. Waiver of any breach of the Agreement

shall not constitute waiver of a subsequent breach.

14. TERMINATION OF CONTRACT FOR CAUSE

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

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

15. TERMINATION FOR CONVENIENCE OF THE CITY

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

16. INTEREST OF CONSULTANT

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

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

17. 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 shall state that it will receive consideration for employment without regard to race, color, creed, religion, ancestry, sex, national origin, disability or other handicap, age, marital status, or status with regard to public assistance. The Contractor will incorporate these equal employment opportunity requirements in all subcontracts for program work.

18. LICENSES, PERMITS AND TAXES

The Consultant shall be responsible for obtaining any approvals, permits and/or licenses as may be required of the Consultant in performing the services required under the Agreement. The Consultant shall be responsible for any costs relating to same.

The Consultant shall procure and maintain a City of Columbia business license while performing services under the Agreement.

19. REMEDIES

The Consultant shall only be entitled to the actual direct costs of all labor and material expended on the services required under the Agreement prior to the effective date of the termination. In no event shall the Consultant be entitled to anticipatory profit or damages for any termination under the Agreement. In no event shall the Consultant be entitled to assert a claim in quantum meruit or any other measure of damages other than that stated herein.

20. SEVERABILITY

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

21. COMPLIANCE WITH LOCAL LAWS

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

22. PERSONNEL

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

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

23. WHOLE AGREEMENT

The Agreement represents the entire Agreement between the City and the Consultant and supersedes all prior communications, negotiations, representations or agreements, either written or oral. Only written Amendment signed by both the City and the Consultant may amend the Agreement.

24. GOVERNING LAW

This Agreement shall be interpreted, construed, and enforced in accordance with the laws of South Carolina. Any dispute arising between any of the parties hereto regarding the subject matter of this Agreement shall be subject to the exclusive jurisdiction of the federal and state courts within the State of South Carolina.

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

City Center Partnership, Inc.

CITY OF COLUMBIA

BY: _____

BY: _____

TITLE: _____

TITLE: Teresa B. Wilson, City Manager

DATE: _____

DATE: _____

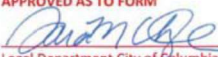
APPROVED AS TO FORM

 Legal Department City of Columbia, SC
 10/02/2024

Exhibit A

- Continue to focus on Clean & Safe efforts in the Main Street District and focus on opportunities to expand those efforts in Finlay Park and North Main Street
- Help facilitate conversations to communicate the City's plan on reopening Finlay Park and explore ways MSD can support in collaboration with the City, Vista Guild, and Downtown Neighborhood Association
- Evaluate and optimize the recently established Outreach Ambassador position to ensure the most efficient efforts are being made by the Clean and Safe team
- Enhance the downtown residential experience to encourage and support future development projects on Assembly and Sumter Streets, examine new ways to help improve the appearance on those corridors
- Ensure that safe pedestrian access from parking garages and Main Street District are integrated into the Finlay Park reopening plan, and improve on pedestrian connectivity on the edges of Main Street District
- Provide information and guidance to Vista Guild as they explore creating a BID, support efforts to coordinate governance and operations
- Provide concierge support and logistics with Columbia Economic Development and the ED partners as they host events downtown



MEETING DATE: October 15, 2024

DEPARTMENT: Economic Development

FROM: *Ryan Coleman, Director of Economic Development*

SUBJECT: Council is asked to approve the Fiscal Year 2024/2025 Contract Renewal for Assistance with Recruitment, Project Management, Promotions, Marketing, and Research, as requested by the Economic Development Department. Award to Central SC Alliance in the amount of \$72,000.00. This firm is located in Columbia, SC.

FUNDING SOURCE & ORIGINAL BUDGET: Funding Source: Economic Development - Special Contracts (5511301-638300). The original budget amount is \$72,000.00.

FOCUS AREAS: Economic Growth

PURPOSE:
Endorsed by the Economic Development and Infrastructure Committee on September 24, 2024.

ATTACHMENTS:

- **#a:** APPROVED - 24023303 - Central SC Alliance 2024-25 contract (PDF)

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

THIS CONTRACT is entered into between the City of Columbia (hereinafter called the "City") and Central SC Alliance (hereinafter called the "Consultant").

WITNESSETH:

WHEREAS, the City desires to retain the services of the Consultant to provide consulting services to the City, as specified in Exhibit A for fiscal year (FY) 2024-2025;

NOW, THEREFORE, in consideration of and for the mutual covenants and promises contained herein, the parties hereto agree as follows:

1. CONTRACT FOR SERVICES

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

2. SCOPE OF SERVICES AND TIME OF PERFORMANCE

The Consultant shall in a satisfactory and proper manner as determined by the City perform tasks necessary to complete the projects as outlined in Exhibit A, attached hereto. The Consultant has specialized knowledge to complete the projects without any training from the City and shall perform the tasks in the order and in the manner that Consultant determines is most effective and efficient without any City control over the details of Consultant's performance. Nothing in this contract shall prohibit the City and Consultant from entering into separate agreements for specific projects.

3. TERM OF AGREEMENT

This Contract shall be effective upon signing and shall expire on June 30, 2025, unless terminated earlier as provided herein.

4. METHOD OF PAYMENT

In consideration of the services performed hereunder and upon receipt of an invoice, the City will make two (2) payments of Thirty-Six Thousand and No/100 Dollars (\$36,000.00) to Consultant. The first payment will be made on or after August 1st of the fiscal year, pending review and approval of the contract by the City. The second payment will be made on or after February 1st of the same fiscal year, pending a second review of the scope of work to ensure the terms of the contract are being met by Consultant in timely fashion.

5. DUTIES UPON TERMINATION

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

6. ETHICS

Consultant and any subconsultant(s) acknowledge that they are subject to the provisions of the 1991 Ethics Reform Act (S.C. Code Ann. §8-13-100, *et seq.*, 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 the intent to:

- A. Influence the discharge of a public official's, public member's, or public employee's official responsibilities;
- B. Influence a public official, public member, or public employee to commit, aid in committing, collude in, or allow fraud on a governmental entity; or
- C. 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.

7. FINDINGS CONFIDENTIAL

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

In the event that the City receives a Freedom of Information Act request to provide confidential or proprietary information of the Consultant, City will notify Consultant as soon as practicable of such request.

8. ACCESS TO RECORDS

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

9. COPYRIGHT

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

10. AMENDMENTS

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

The City may, in its discretion, amend this 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, Appendix A, 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.

11. ASSIGNABILITY/SUB-CONSULTING

The Consultant 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 Consultant shall be as fully responsible to the City for the acts and omission of its sub-Consultants, as it is for the acts and omissions of persons directly employed by the Consultant.

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

12. INDEPENDENT CONSULTANT

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

13. BREACH / WAIVER

The failure of either the Consultant or the City to insist upon the strict performance of any provision of the 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 the Agreement at any time. Partial payment by the City shall not be construed as a waiver. Waiver of any breach of the Agreement shall not constitute waiver of a subsequent breach.

14. TERMINATION OF CONTRACT FOR CAUSE

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

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

15. TERMINATION FOR CONVENIENCE OF THE CITY

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

16. INTEREST OF CONSULTANT

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

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

17. 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 shall state that it will receive consideration for employment without regard to race, color, creed, religion, ancestry, sex, national origin, disability or other handicap, age, marital status, or status with regard to public assistance. The Contractor will incorporate these equal employment opportunity requirements in all subcontracts for program work.

18. LICENSES, PERMITS AND TAXES

The Consultant shall be responsible for obtaining any approvals, permits and/or licenses as may be required of the Consultant in performing the services required under the Agreement. The Consultant shall be responsible for any costs relating to same.

The Consultant shall procure and maintain a City of Columbia business license while performing services under the Agreement.

19. REMEDIES

The Consultant shall only be entitled to the actual direct costs of all labor and material expended on the services required under the Agreement prior to the effective date of the termination. In no event shall the Consultant be entitled to anticipatory profit or damages for any termination under the Agreement. In no event shall the Consultant be entitled to assert a claim in quantum meruit or any other measure of damages other than that stated herein.

20. SEVERABILITY

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

21. COMPLIANCE WITH LOCAL LAWS

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

22. PERSONNEL

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

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

23. WHOLE AGREEMENT

The Agreement represents the entire Agreement between the City and the Consultant and supersedes all prior communications, negotiations, representations or agreements, either

written or oral. Only written Amendment signed by both the City and the Consultant may amend the Agreement.

24. GOVERNING LAW

This Agreement shall be interpreted, construed, and enforced in accordance with the laws of South Carolina. Any dispute arising between any of the parties hereto regarding the subject matter of this Agreement shall be subject to the exclusive jurisdiction of the federal and state courts within the State of South Carolina.

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

Central SC Alliance

CITY OF COLUMBIA

BY: _____

BY: _____

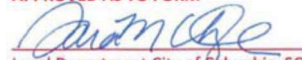
TITLE: _____

TITLE: Teresa B. Wilson, City Manager

DATE: _____

DATE: _____

APPROVED AS TO FORM


Legal Department City of Columbia, SC

10/2/2024

Exhibit A

- Support with business recruitment including trips and event planning, assistance with custom City trips, and funding support when traveling on behalf of the Alliance (all trip costs except flights covered). At least 8 planned mission trips for calendar year 2025, including domestic and international.
- Lead Generation KPIs - At least 75 prospects identified, 50 qualified and share with the City, all share with Columbia Economic Development staff
- Business Recruitment Trip KPIs - At least 10 business recruitment trips offered for City participation, arrange at least 6 meetings with site selection consultants while in market or at national events/conferences, host at least 1 targeted lead generation trip focused exclusively on City of Columbia priority industries
- Local lead generation and prospect support for target businesses/industries of interest for the City. Prospect visit support including aid with property and community tours, lunches, dinners, etc...
- Host an upcoming eastern European delegation in October in downtown Columbia
- Travel to Korea in two months and research biotech and life science opportunities for the City, collaborate with the World Affairs Council this month who is also hosting a Korean delegation in Columbia on October 15-17 (note the USC Business School and SC Commerce also have existing networks of contacts in Korea)
- Hosting a new annual familiarization tour (first one is this October) based in Columbia, with 6 national site selectors visiting the City for three days to tour the Midlands region
- Coordinating a new biotech and life science recruitment initiative in partnership with Columbia Economic Development, Richland County Economic Development, SCBIO, and USC with a highlighted focus on BullStreet and the new USC School of Medicine
- Sponsorships and support for local events (i.e. Growth Summit, etc...), assistance with connections to local suppliers/vendors, and help with local company and labor interviews
- Marketing and promotion support including dedicated web page for the City of Columbia, including a downloadable "Snapshot" and "Executive Summary." Available property listings are included on our website along with industry reports, on-demand labor reports, online property photos, aerial drone footage, and videos. A central "News" page highlights announcements, key employers, and quality of life information. We'll provide updated videos for BullStreet and the river front development as well
- Photo and video collateral including quality of life and workforce related videos, access to Central SC photo libraries for use in City collateral, and testimonial videos from local business leaders. Custom marketing material creation of collateral for ads, travel missions, sales publications, industry specific marketing materials, and translation assistance for presentations and brochures as needed.
- Provide on demand research support, with access to multiple data platforms including ESRI, JobsPlus, and incentive and fiscal analysis tools. RFI support to prospect inquiries. Property collateral support including photography, drone footage, cost of doing business comparisons, labor profiles, demographics, social data, and business intelligence.

- Digital marketing assistance including e-blasts to site consultants and companies highlighting available properties, and social media promotion including highlights, new rankings, positive media and PR, cross posting, and news features
- Hosting of startcentralsc.org, as an updated tool focused on workforce development and quality of life



MEETING DATE: October 15, 2024

DEPARTMENT: Procurement and Contracts

FROM: Shannon Lizewski, Director

SUBJECT: Council is asked to approve a new Contract for Fence Installation Services at Lorick Park, as requested by the Parks and Recreation Department on August 6, 2024. Award to Star Builders, Inc., in an amount not to exceed \$72,225.80, which includes contingency. The initial term of the contract will take effect upon issuance of the Notice to Proceed with an end date ninety (90) days from commencement. This contractor is located in Columbia, SC.

REQUISITION NO.: R230067

FUNDING SOURCE & ORIGINAL BUDGET: Funding Source: Parks - Buildings and Grounds - Special Contracts (1015104-638300). The original budget amount is \$72,225.80.

CLEAN WATER 2020?: No

There were two (2) responsive and responsible bids received for this project under BID014-24-25-LB.

The total construction time allocated for this project is ninety (90) consecutive calendar days from the commencement date as specified in the Notice to Proceed.

Base Bid	\$60,188.17
Contingency	\$12,037.63
Total	\$72,225.80

ATTACHMENTS:

- **#a:** MEMO - Lorick Park Fence Installation (PDF)
- **#b:** Contract for Bid014-24-25-LB (PDF)
- **#c:** Bid014-24-25-LB Bid Tabulation (PDF)
- **#d:** Compliance Memo for Bid014-23-24-LB (PDF)



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: October 3, 2024

SUBJECT: Recommendation for Approval to enter into contract with Star Builders, Incorporated to install 575 linear feet of fencing in Lorick Park, which borders homes located in the Colonial Park Community.

The Parks and Recreation Department respectfully requests your review and approval to enter into a contract with Star Builders, Incorporated to install 575 linear feet of fencing on Lorick Park property in an area that borders homes located in the Colonial Park Community.

The homes and Lorick Park are currently separated by an outdated chain-link fence. Several community members engaged with Parks and Recreation staff, members of Council and Mayor Rickenmann requesting that the fence be replaced with a sturdier and higher fence to improve the safety of the homes that are in close proximity to Lorick Park. The contractor will furnish and install approximately 575 linear feet of fence with no gate.

Bid Amount: \$60,188.17

Contingency: 20% totaling \$12,037.63

Total Amount of Contract: \$72,225.80

Contract

City of Columbia, South Carolina

Lorick Park Fence Installation

BID014-24-25-LB

This Contract is made by and between the City of Columbia, South Carolina, hereinafter called Owner, and **Star Builders, Inc.** with legal address and principal place of business at **127 Standing Springs Road Greenville, SC 29605**, hereinafter called Contractor. Owner and Contractor in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE 1. WORK.

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

ARTICLE 2. ENGINEER.

2.1 The Project has been designed by **the City of Columbia.**

ARTICLE 3. CONTRACT TIME.

3.1 The Contract Time shall be **ninety (90)** consecutive calendar days from the commencement date as defined in the Notice to Proceed (NTP) to fully complete the amount of work contemplated.

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

ARTICLE 4. CONTRACT PRICE.

4.1 Owner will pay Contractor for performance of the Work in accordance with the Contract Documents at the contract price agreed upon on the Contractor's Bid Form attached to this Contract which establishes the contract value as **Sixty Thousand One Hundred Eighty-Eight Dollars and Seventeen Cents (\$60,188.17)**. This Contract also provides for an additional contingency in the amount of **Twelve Thousand Thirty-Seven Dollars and Sixty-Three Cents (\$12,037.63)** to be administered, if necessary, at the discretion of the City for unforeseen costs that are within the pre-determined Scope of Work for this Contract.

ARTICLE 5. APPLICATIONS FOR PAYMENT.

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

ARTICLE 6. PROGRESS AND FINAL PAYMENTS.

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

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

ARTICLE 7. LIQUIDATED DAMAGES.

7.1 Owner and Contractor recognize that time is of the essence of this Contract and that Owner will suffer financial loss if the Work is not completed within the Contract Time (and specific milestones) specified in Article 3 above, plus any extensions thereof allowed. They also recognize the delays, expense and difficulties involved in proving, in a legal proceeding, the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay Owner **One Hundred Dollars and Zero Cents (\$100.00)** per day for each calendar day of delay until the Work is complete.

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

ARTICLE 8. ASSURANCE.

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

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

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

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

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

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

ARTICLE 9. CONTRACT DOCUMENTS.

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

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

9.2.1 Invitation For Bid.

9.2.2 Instructions To Bidders.

9.2.3 Bidder's Response including Bid Form.

9.2.4 This Contract.

9.2.5 Performance and Payment Bond.

9.2.6 Notice to Proceed (NTP).

9.2.7 Specifications.

9.2.9 Addendum number 1.

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

ARTICLE 10. TERMINATION.

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

ARTICLE 11. MISCELLANEOUS.

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

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

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

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

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

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

Space Intentionally Left Blank

Contractor

BY

(CORPORATE SEAL)

Attest

Address for giving notices:

Date: _____

Owner

City of Columbia, SC

BY

Teresa Wilson, City Manager

Attest

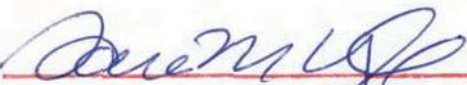
Address for giving notices:

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

Date: _____

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

APPROVED AS TO FORM



 Legal Department City of Columbia, SC

Event Number	Bid014-24-25-LB-LB Addendum 1	Organization	City of Columbia, SC
Event Title	Lorick Park Fence Installation	Workgroup	Purchasing
Event Description	Pre-Bid Meeting will be held via Zoom on Sept 9th	Event Owner	LaTrelle Bowdry
Event Type	IFBs	Email	vasthi.bowdry@columbiasc.gov
Issue Date	9/9/2024 12:00:02 PM (ET)	Phone	
Close Date	9/26/2024 02:00:00 PM (ET)	Fax	

OFFICIAL BID TABULATION

Responding Supplier	City	State	Response Submitted	Lines Responded	Response Total
Star Builders Inc	Greenville	SC	9/24/2024 10:03:06 AM (ET)	1	\$60,188.17
JF Contractors	Sumter	SC	9/26/2024 01:03:07 PM (ET)	1	\$63,287.45

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



CITY OF COLUMBIA
INTER-OFFICE MEMORANDUM

TO: Cassandra Fletcher, Compliance Administrator

FROM: LaTrelle Bowdry, Procurement Specialist I
Department of Procurement and Contracts

DATE: October 2, 2024

PROJECT: **BID014-24-25-LB Lorick Park Fence Installation**

Bids for this project were opened publicly at 2:00 p.m. on September 26, 2024 via Conference Call.

The apparent responsive low bidder is Star Builders, Inc., of Greenville, SC at \$60,188.17.

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

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

Thank You.

Review Approved: *Cassandra Fletcher*
Cassandra Fletcher, Compliance Administrator

Date: 10/2/2024



MEETING DATE: October 15, 2024

DEPARTMENT: Procurement and Contracts

FROM: *Shannon Lizewski, Director*

SUBJECT: Council is asked to approve a new Sole Source Contract for Fitness Court Equipment at Heathwood Park and Maxcy Gregg Park, as requested by the Parks and Recreation Department on September 19, 2024. Award to National Fitness Campaign, in an amount not to exceed \$302,400.00. This vendor is located in San Francisco, CA.

REQUISITION NO.: R230741

FUNDING SOURCE & ORIGINAL BUDGET: Funding Source: General Capital Projects (Prisma Health Grant) - Fitness Courts Project - Capital Project Costs (4039999-PK909901-658650). The original budget amount is \$302,400.00.

CLEAN WATER 2020?: No

Sec 2-204. (5) of the City Ordinance. Competitive sealed bidding required; exceptions allow the City to purchase goods and services without competitive sealed bidding for the Sole Source Procurements.

ATTACHMENTS:

- **#a:** MEMO- National Fitness Campaign Contract- Maxcy Gregg and Heathwood Park (PDF)
- **#b:** NFC Contract (PDF)
- **#c:** National Fitness Schematic Design Set (PDF)



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: October 3, 2024

SUBJECT: Recommendation for Approval to enter into contract with National Fitness Campaign to provide the City of Columbia (2) Fitness Courts to be located at Maxcy Gregg Park and Heathwood Park.

The Parks and Recreation Department respectfully requests your review and approval to enter into a contract with the National Fitness Campaign to provide the City of Columbia with two Fitness Courts to be located at Maxcy Gregg Park and Heathwood Park.

The Fitness Courts are outdoor gyms that offer an opportunity to encourage Columbia residents to stay active and engaged through group classes, individual training, and competitive events, enhancing the city's recreation offerings with smart infrastructure.

Prisma Health is donating \$200,000.00 per year over the next three years, for a total contribution of \$600,000.00 towards the project.

Total Contract Amount: \$302,400.00

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 **National Fitness Campaign (NFC)** (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 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, 2025. 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 Two Thousand Four Hundred Dollars 00/100, (\$302,400.00)** 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

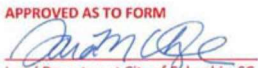
By: _____

By: _____

Witness: _____

Title: City Manager

Date: _____

APPROVED AS TO FORM

 Legal Department City of Columbia, SC
 10/3/2024

NATIONAL FITNESS CAMPAIGN (NFC)

By: _____

By:  _____

Witness: _____

Title: Director of Supply Chain and Innovation

Date: 10/3/24

Exhibit A

Requisition # R230741JUSTIFICATION 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 Parks and Recreation Department Division,

(1)

2024 Fitness Court and National Campaign Resources Equipment

(2)

as a sole source procurement from National Fitness Campaign LP

(3)

based upon the following justifications The City has been given a private donation for

(4)

specific fitness equipment to be installed for 2 City parks. The donation is contingent upon the City purchasing the National Fitness Campaign equipment and will be reimbursed in its

entirety over a 3-year period.

The concrete pads and installation of the equipment will be completed separately.

This sole source is valid through June 30, 2025

Amount \$ 302,400.00

Parks & Recreation

Department

Kenya V. Bryant
Signature of Department Head

10-2-2024
Date

J. Paul Hays for
Signature of Purchasing Agent

10/3/2024
Date

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

Signature of Finance Director

Date

Signature of Asst. City Manager

Date

Signature of City Manager

Date

- Notes: (1) Enter Division Name
(2) Enter description of goods or services to be 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.



QUOTE

National Fitness Campaign LP

For all questions regarding this quote, contact: info@nfchq.com

Created Date 8/15/2024
 Expiration Date 10/31/2024
 Quote Number 00001358
 Bill To Name Columbia, SC
 Bill To 1737 Main Street
 Columbia, SC 29217
 US

Description	Quantity	Total Price
2024 - Fitness Court® and National Campaign Resources	2.00	\$320,000.00
Graphic Upgrade: Design Studio Art	2.00	\$20,000.00
NFC National Grant Funding Award	2.00	-\$60,000.00
Tax %	8.0000%	
Tax	\$22,400.00	
Grand Total	\$302,400.00	

Terms

1. PAYMENT TERMS

Purchaser will pay Seller 100% of the Purchase Price upon shipment of the Fitness Court®. Purchaser is responsible for payment of shipping costs, including packing, insurance and freight. These payment terms will apply unless other approved payment terms have been agreed to by both parties. Overdue Invoices will be subject to 2% interest charge per month.

2. TAX EXEMPTION

This quoted total is based upon Purchaser's tax-exempt status, for which verifying documentation must be provided to the Seller. If the Purchaser is not tax-exempt, sales tax will be applied before Purchase Price is considered final or binding.

3. STANDARD WARRANTY AND TERMS

NFC standard warranty and terms apply. See nationalfitnesscampaign.com/warranty for details.

4. PURCHASER OBLIGATIONS / TERMS AND CONDITIONS

Purchaser acknowledges upon receipt of the Fitness Court® that they are responsible for the following items concerning the purchase of the Fitness Court® which includes Design, Activation, and Campaign Resources:

- Purchaser is responsible for providing storage of the Fitness Court® with insured protection, including liability, theft, or damage.
- A safe and environmentally controlled storage environment is required to store the tile adhesive. Store tile adhesive at temperatures between 50°F (10°C) and 100°F (38°C).
- NFC is not responsible for damage after receipt of goods by the Purchaser.
- Purchaser is responsible for (under a separate agreement) providing installation of the concrete slab footing, applicable ADA Access, Pour In Place or Tile Flooring installation, and Fitness Court® installation per the NFC Installation Manual, adhesive manufacturers recommendations, and local safety, permitting, building, and planning code requirements.
- Assembly Completion Certificate submission to NFC is required within 15 days of Fitness Court® Installation.
- A safe and environmentally controlled storage environment is required to store digital print graphics.
- NFC shall not be responsible for work performed by others.
- Purchaser to provide all on-site maintenance, safety, and security.
- Purchaser shall not allow any use of Fitness Court® until all Graphics are installed.
- Purchaser understands that the use of exercise equipment incurs risks that are voluntarily entered into. Terms of Use of the Fitness Court® by the public located at the purchaser's site shall be governed by the Purchaser in addition to the NFC minimum guidelines.
- Purchaser must maintain graphics and posted safety rules and regulations.
- Purchaser shall be responsible for site selection and all inherent risks associated with the choice of site selection, including risk to the general public.
- Purchaser acknowledges that all sponsors providing funding for the Fitness Court® shall not be held liable for any risk associated with the installation of or use of the Fitness Court®.
- Purchaser acknowledges that all product defects shall be covered by the contract manufacturer of the Fitness Court® and all defects related to the installation of the Fitness Court® shall be covered by the installer hired by the purchaser.
- Purchaser accepts risks and requirements as outlined in the approved Grant Funding Application as applicable.
- If the Purchaser is not the legal Land Owner, then they are required to ensure that the Land Owner is aware of and willing to abide by all Obligations / Terms and Conditions. Otherwise, they shall be responsible for these obligations, including Terms of Use. The same obligations and liabilities shall exist if the Fitness Court®, which includes Design, Activation, and Campaign Resources, is sold, acquired, assumed, transferred, or gifted to another party. The new party must be aware of and willing to abide by all Obligations / Terms and Conditions herein or they will retain responsibility.



QUOTE

National Fitness Campaign LP

For all questions regarding this quote, contact: info@nfchq.com

Created Date	8/15/2024
Expiration Date	10/31/2024
Quote Number	00001358
Bill To Name	Columbia, SC
Bill To	1737 Main Street Columbia, SC 29217 US

5. LIMITS OF LIABILITY

NFC's total liability under this Agreement to Purchaser, its contractors, subcontractors, affiliates, partners, officers, directors, shareholders and employees (hereinafter "Affiliates"), for any and all injuries, damages, claims, losses, expenses or claim expenses (including attorney's fees) arising out of this agreement from any cause or causes except for NFC's intentional acts, is limited to the amount of money paid by Purchaser to NFC under this Agreement. Such causes include, but are not limited to, NFC's negligence, errors, omissions, strict liability, or breach of warranty.

6. OWNERSHIP OF DOCUMENTS

All designs, intellectual properties, and related Campaign Services pertaining to the Fitness Court® belong solely to the National Fitness Campaign. All construction data, materials, or documents specifically prepared or assembled by NFC may be used by the Purchaser to aid in the storage, installation, and maintenance of the Fitness Court® only.

7. CHANGE ORDERS:

Any changes in scope of work or Terms and Conditions shall be agreed upon in writing by both parties.

8. PURCHASER ACKNOWLEDGMENTS

Purchaser acknowledges and accepts upon receipt of Fitness Court® all terms and conditions as described above, including Payment Terms, Terms of Tax Exempt Status, NFC Standard Warranty & Terms, Warranty Disclaimers, Purchaser Obligations, Limits of Liability, Ownership of Documents, and Change Orders.



Congratulations!

Columbia, SC has been selected as a 2024 Healthy Cities Campaign Grant Recipient!

Dear Henry,

On behalf of the National Fitness Campaign Grant Committee, we are pleased to share that Columbia, SC has been selected as a grant eligible partner in the 2024 Healthy Cities Campaign! Based on Columbia's community size, application qualifications, and location, NFC is pleased to announce a multi-year, multi-site grant funding eligibility award for Columbia, and invite the municipality to be recognized as a leader in South Carolina, as part of our Nationwide Model City Campaign.

This notification letter confirms eligibility for the following grants, and their corresponding funding cycles. The timing, phasing, and availability of these funds will be discussed and confirmed on the upcoming Award Call, to interface with local funding sources, budget timeframes and procurement requirements, and compliance with available funding in NFC's annual Grant Cycles, which operate on a calendar year basis. This phasing plan has been recommended based on best case scenarios to maximize current available grant funds to support Columbia, and a scaled rollout plan to impact wellness across the municipality. *Note that all installations are not required to begin to occur until 2024. Grant Matches recommended in 2024 to maximize available grant funds.

Phase 1: 2024 Priority Grant Funds, (match and shipping required prior to April 10, 2024)

- (2) \$30,000 Healthy Cities for Fitness Courts #1 & #2
- *Installation: Summer 2024*

Phase 2: 2024 Grant Funds (match required prior to November 6, 2024)

- (2) \$30,000 Healthy Cities for Fitness Courts #3 and #4
- *Installation: Spring 2025*
- **Total: \$120,000 Grant Funding for 4 sites**

In addition to the aforementioned grants, Columbia will also be awarded a **\$15,000 Master Planning Grant**, which unlocks the following NFC services:

- Healthy Infrastructure Master Plan
- Project management and planning services
- Healthy Site Index Data Analysis for Columbia Park and Open Space System

*Collectively, we are glad to share that Columbia has been awarded eligibility for **\$135,000 in Grant Funding and associated services** in support of the development of Healthy Infrastructure across the city.*

The next step is to schedule your official Grant Eligibility Award Call within the next 10 days, where the qualifications submitted in your Grant Application will be confirmed by the NFC team, and your Grant Program Requirements (GPR) will be aligned for eligibility and participation in this year's campaign. A copy of your GPR Document is attached to this formal award letter for your review, and is based on dates submitted in your Grant Application, and recommended phasing plan for grant awards and implementation.

The Grant Awards will be confirmed pending 1) the submission of a Resolution of Adoption, endorsed by your local governing body or appropriate council, formal funding confirmation documentation (commonly a purchase order) and 3), confirmation of a scheduled shipping date(s) for the Fitness Courts and appropriate storage plans. Once set, GPR milestones must be met in order to maintain funding eligibility in the



campaign.

To support this partnership and align your GPR milestones with your community's local adoption and funding processes, we have assigned a Partnership Manager – McKenzie Coltrin – as your dedicated partner and champion in support of this partnership. Over the coming months, McKenzie will work with your team to support the path outlined in the GPR Document, assisting in the confirmation of required remaining funding, installation, and launch of your program.

The 2024 Healthy Cities Campaign is part of a national movement to make world-class fitness free and accessible in public spaces across the country, which is more important today than ever before – thank you for your commitment to supporting this goal.

Here is a sneak peak at what's ahead:

- Healthy Infrastructure Master Plan– Engage with NFC's Planning team to integrate Healthy Infrastructure and programming across your city
- Fitness Court® Launches – Cut the ribbons on your beautiful outdoor gym network and announce free fitness to the community!
- Classes & Challenges – Get residents moving & keep them engaged with ongoing group classes, individual training, and competitive events, bolstering recreation offerings with smart infrastructure.
- Press & Promotions – Shine a spotlight on your community and local partners for joining this exciting and innovative wellness movement that is changing the built environment to support health outcomes across America! !

Once again, we are thrilled to invite you to join us as a partner in the Healthy Cities Campaign, and we look forward to making world-class fitness free in Columbia, SC!

Best in Fitness,

Mitch Menaged, Founder

**See next page for Conditional Grant Program Requirements Document (GPR)*



Columbia, SC - National Fitness Campaign

2024 Funding Cycle Grant Program Requirements (G.P.R.)

Important: Grant Program Requirement (GPR) Dates must be adhered to in order to confirm grant availability within the awarded campaign year. While NFC strives to accommodate all approved applicants for participation, National Fitness Campaign cannot guarantee grant availability within each calendar year should approved milestone dates not be met, due to the volume of applicants joining the campaign and limited nature of Grant Funding in each state. Please contact your Partnership Development manager for more information.

MILESTONE 1/2: ADOPTION/AUTHORIZATION TO PROCEED - FUNDING CONFIRMED

Summary: Commit to project adoption and confirm intent to provide remaining matching funding. Approve and secure funding (as needed) and confirm total required remaining funding listed below.

- Requirement: Complete Resolution of Adoption, Funding confirmation document submitted to NFC for remaining program funding (typically a Purchase Order (P.O). Refer to Official Quote and Funding Requirements Summary for details.
 - **Phase 1 (Confirm first Tranche of 2 Grant Awards totalling \$60,000)**
 - **Remaining Funding Requirement:**
 - OPT A \$295,000 (1 Fitness Court Studio and 1 Fitness Court, 2024 Funding Requirements)
 - * Fitness Court Studios Recommended for first (1) Anchor Location
 - OPT B \$260,00 (2 Fitness Courts, 2024 Funding Requirements)
 - Deadline: 4/10/2024
 - **Phase 2 (Confirm Second Tranche of 2 Grant Awards totalling \$60,000)**
 - **Remaining Funding Requirement:**
 - \$260,000 (2 Standard Fitness Courts, 2024 Funding Requirements)
 - Deadline: 11/6/2024

MILESTONE 3: SHIPMENT FOR STORAGE

Summary: Identify Fitness Court® storage location and schedule Fitness Court® delivery

- Requirement: Accept Fitness Court® delivery and store at a secure location, prepare to be invoiced for remaining program funds due per Milestone 2.
- **Deadline: Within 15 days of each Grant Tranche Deadline. (Sites must be shipped to activate Grant Funds)**

MILESTONE 4: PLANNING AND DESIGN

Summary: Confirm Fitness Court Orientation and Site Layout, Approve Fitness Court® Art Designs, Receive Healthy Infrastructure Master Plan

Requirement: Approve Site Orientation, Site Plan and Approve artwork, approve plan and sites

- **Deadline: April 2024**

MILESTONE 5: CONCRETE SLAB INSTALLATION

Summary: Review concrete slab drawings & schedule concrete installer, Confirm Art is produced and shipped.

- Requirement: Install concrete slab (cure time of 28 days before Fitness Court® installation)
 - Estimated Funding Requirement: \$0-\$40,000 Per Site (Pending Standard or Studio Configuration)
- **Deadline: Spring 2024/Spring 2025 - pending weather/ contractor availability**

**MILESTONE 6: FITNESS COURT® ASSEMBLY**

Summary: Select Fitness Court® Assembly Team - NFC'S Installation Network is recommended, (includes art install)

- Requirement: Confirm installation timeline with NFC, provide completed installation photos for NFC inspection
 - Estimated Funding Requirement: \$25,000-\$34,500 Per Site (Pending Standard or Studio Configuration)
- Deadline: Spring 2024/Spring 2025 - pending weather/ contractor availability

MILESTONE 7: PRESS LAUNCH CEREMONY

Summary: Hold Fitness Court® press launch event & ribbon cutting (in coordination with State Sponsor if applicable)

- Requirement: Promote press release, hold launch event within campaign year (weather permitting)
- Deadline: Spring 2024/Spring 2025 - pending weather/ installation timeline

G.P.R. Authorized by: _____

Trent Matthias - Campaign Director



National Fitness Campaign LP | PO Box 2367, San Francisco CA 94126 | info@nfchq.com

August 22, 2022

To Whom it May Concern,

National Fitness Campaign LP is a consulting firm that partners with public and private organizations to impact quality of life through changing the built environment and community wellness practices. The NFC initiative provides design and planning services, a trademarked outdoor infrastructure product, the Fitness Court®, an integrated digital ecosystem, the Fitness Court® mobile app and engagement wall, and integrated public art wall to approved cities, schools, and organizations that apply to receive an NFC partnership and bring the program to their selected site location.

This program is highly specialized, and NFC is the only organization in the world that delivers these elements either individually, or as part of an integrated program. For the reasons listed below, the trademark ownership of the system and infrastructure, and the integrated nature of the initiative including services, products, tools and grant funding, it is approved as a sole source across the United States.

A competitive analysis has been conducted by hundreds of cities and institutions across the country, who have concluded that the products and services have no equal. This group includes cities like Sacramento California and Las Vegas Nevada, and institutions such as Stanford University and The University of Colorado at Boulder, where the Fitness Court® and associated tools and services were successfully sole sourced, evidenced by public documentation and approvals which have been documented widely. Further, the Fitness Court® is trademarked and owned by National Fitness Campaign.

While the integrated nature of the products and services is grounds for sole source by most national standards, there are three primary differentiators that validate the sole source justification of the Fitness Court® and national campaign resources, which are described below. In addition to the below descriptions of these three primary items, an appendix is provided as an attachment to this document that provides graphic aids and further detailed information regarding the differentiation of this program and its associated products and services.

1. Patented Fitness Court® System

- A. Fitness Court® is trademarked and owned by National Fitness Campaign LP.
 - a. As such, this product cannot be procured from any other organization. Any organization seeking to fund and install a Fitness Court® must do so through National Fitness Campaign LP.
 - i. *See Appendix for Trademark Document from the United States Patent and Trademark Office*
- B. The Fitness Court® and each element is manufactured only by National Fitness Campaign LP. It is impossible to not only procure the elements as a system, but individually. Every aspect of the Fitness Court®, including the functional design of all equipment, structural engineering, elements are the property of National Fitness Campaign LP. The individual elements are each named and registered with a unique design and serial number. Because the design of the elements is owned by National Fitness Campaign LP and not licensed to any other organization or distributor, it is not possible to procure them anywhere else.
- C. The Fitness Court® is available only in a single configuration, shown in the



appendix materials. The system includes over 118 unique elements. There is absolutely no variation in the layout of the elements. Elements can not be added or removed. Spacing cannot be altered. Like many integrated products, Individual elements can not be procured separately.

- D. The Fitness Court® has a patented training envelope that accommodates more users per square foot than any other system in the world. The Fitness Court® is a comprehensive outdoor circuit training system, laid out in 32'x32' of space, for a total of 1024 sq ft of training area. NFC's patented design is able to support 28 simultaneous users on 30 integrated bodyweight training components, derived from the previously stated 118 elements. This configuration is impossible to re-create in only 1024 square feet without NFC's patented equipment and components due to specific requirements set forth by other manufacturers.
- E. Public Art Mural and Digital Engagement Wall
 - a. Each Fitness Court® is designed as a one-of-a-kind work of art that includes a 32'x5.5' public art mural. The mural is an integral component of the Fitness Court design, and makes each Fitness Court® a one-of-a-kind public art installation.
 - b. Further, the mural can be periodically re-designed and introduced, to create a rotating art mural.
 - i. NFC provides integrated consulting and design services to assist in this process.
 - c. Digital Engagement Wall
 - i. On the opposite side of the mural wall, the Fitness Court includes a custom digital engagement wall.
 - 1. This wall provides digital QR codes and embedded, proprietary information regarding the use of the Fitness Court® and Fitness Court App.
 - 2. This information is unavailable from any other organization because it is the IP of National Fitness Campaign LP.
 - 3. Tracking Fitness Court® usage wouldn't be possible without the built in GPS tracking features available on the Fitness Court® digital engagement wall.
 - d. NFC is unaware of any other outdoor fitness element that provides an integrated art mural of any kind.
 - e. Further, NFC has an in-house art studio that designs, produces, and creates the art and custom graphics that are integrated into each Fitness Court.
 - i. This scope of services for design and production of commercial grade, anti-graffiti laminate vinyl specific to the Fitness Court® is not provided by any other organization as an integrated service.

2. Fitness Court® App and Digital Tracking System

- a. Each Fitness Court® is supported by a mobile app called the Fitness Court® App. All IP, including the app itself are owned by National Fitness Campaign LP. The training resources, world-class workout programs, challenges and data analytics features are only available for Fitness Court® users and site partners.
- b. No other outdoor fitness equipment provides a mobile app with the following four categories of functionality:



c. Mobile App Primary Features

1. Mark Lauren Training Series
 - a. Mark Lauren is a US Special Operations Trainer and Bestselling Author. He has developed 18 proprietary workout programs specifically for the Fitness Court® system. They are only available on the Fitness Court® App. Mark Lauren has no other programs for outdoor fitness equipment available.
2. Fitness Court® App Live Challenge Feature
 - a. This is a proprietary feature that allows a user to score a 7 station circuit on the Fitness Court® using their mobile device. This feature is not available for any other outdoor fitness product of any kind.
3. Annual Data Analytics Reporting
 - a. Each site partner who builds a Fitness Court® receives an annual data report tracking usage on their Fitness Court®.
 - b. To NFC's knowledge, no other manufacturer of any type of outdoor exercise component provides regular, annual report of key usage metrics using digital, GPS based systems.
 - i. The Report is provided by NFC, and includes annual demographic data, user age ranges, Fitness Court app downloads and other important information.
 - ii. This information is generated by NFC's proprietary GPS based data analytics services for each Fitness Court® in America.
 - c. See appendix for sample annual user data report.
- d. See appendix for additional information regarding the Fitness Court® App.

3. National Grant Funding

- a. National Fitness Campaign LP builds and maintains a National Grant Fund, supported each year by sponsors and partners of the campaign. This funding takes tremendous effort to build, and it is provided by National Fitness Campaign and partners and sponsors to support the mission of making wellness infrastructure free and accessible across America in partnership with leading cities, schools and organizations.
- b. For 2023, National Campaign sponsors include:
 - i. The Keith Haring Fitness Court® Signature Series Collection
 - ii. Engineered Installation Solutions
 - iii. Regupol America
 - iv. USA Shade and Fabric Structures
 - v. Badger Sport
- c. To procure a Fitness Court®, an organization must complete a formal application and be approved for funding and participation. Each partner organization that succeeds in submitting a successful application is eligible to receive a Grant Award which is deducted from the funds required for the NFC program from sponsors of the National Fitness Campaign.



- d. This funding is administered in the preferred method of receipt for each partner organization. Methods include a credit on final invoices for remaining funding, and direct grant disbursements provided by National Fitness Campaign.
- e. This funding is available for a limited number of partners in each state on an annual basis, and is awarded based on merit of application from a qualified site partner, including the requirement for the Fitness Court to build in a publicly accessible location.
- f. For more information, see: <https://nationalfitnesscampaign.com/grants>

No other vendor, distributor or organization makes these materials available for procurement by any city, school, or organization. They must be acquired from National Fitness Campaign LP. If you have further questions regarding this sole source letter or require additional information, please contact us per the information provided on this letterhead.

Sincerely,

Mitch Menaged, *Founder and Director*
National Fitness Campaign LP



National Grant Funding

National Fitness Campaign is a quality of life consulting firm builds and maintains a National Grant Fund, supported each year by sponsors and partners of the campaign. This funding takes tremendous effort to build, and it is provided by National Fitness Campaign and its sponsors to support the mission of making wellness infrastructure free and accessible across America in partnership with leading cities, schools and organizations. Distributions from this Grant Fund are provided directly to cities, schools, and organizations who qualify for, and are approved to become, campaign partners.

For the 2023 Campaign, National Campaign sponsors include:

1. The Keith Haring Fitness Court® Signature Series Collection in partnership with Artestar and the Keith Haring Foundation
2. Engineered Installation Solutions
3. Regupol America
4. USA Shade and Fabric Structures
5. Badger Sport

Additional state and regional sponsors are now joining the campaign, as well as state recreation agencies and other partners. Sponsor funding and grant distribution varies per state and location, based on participating partners and the presence of campaign sponsors and partners within that region. Funding distributions can vary annually based on these factors, and the overall size of NFC's National Grant Fund.

Participating as a partner in the National Fitness Campaign

To become a partner in the NFC program and bring a Fitness Court® and associated services to a location, an organization must engage in a qualification and feasibility process, and be approved to complete a formal application and be approved for funding and participation.

NFC's feasibility and qualification process is led by consultants that assist eligible cities and schools in determining if they are qualified for participation. Limited funding exists on an annual basis for partners to participate based on NFC grant maximums established for America and each of the fifty states.

Each partner organization that succeeds in submitting a successful application and is approved by the NFC Grant Committee is eligible to receive a Grant Award which is deducted from the funds required for the NFC program from sponsors of the National Fitness Campaign.

This funding is administered in the preferred method of receipt for each partner organization. Methods include a credit on final invoices for remaining funding, and direct grant disbursements provided by National Fitness Campaign.

For more information, see: <https://nationalfitnesscampaign.com/grants>

United States of America

United States Patent and Trademark Office

THE FITNESS COURT

Reg. No. 4,307,958

Registered Mar. 26, 2013

Int. Cl.: 41

SERVICE MARK

PRINCIPAL REGISTER

MITCH MENAGED (UNITED STATES INDIVIDUAL)
1740 KEARNY STREET
SAN FRANCISCO, CA 94133

FOR: PROVIDING OUTDOOR FACILITIES FOR RECREATION ACTIVITIES AND BODY BUILDING, IN CLASS 41 (U.S. CLS. 100, 101 AND 107).

FIRST USE: 0-0-1979; IN COMMERCE 0-0-1979.

THE MARK CONSISTS OF STANDARD CHARACTERS WITHOUT CLAIM TO ANY PARTICULAR FONT, STYLE, SIZE, OR COLOR.

SEC. 2(F).

SFR. NO. 85-600,534, FILED 4-17-2012.

KIMBERLY FRYE, EXAMINING ATTORNEY

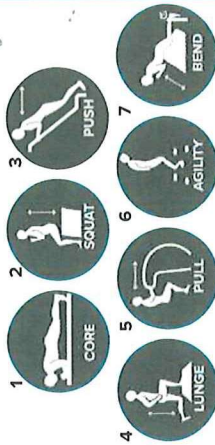


Lisa M. Smith
Acting Director of the United States Patent and Trademark Office

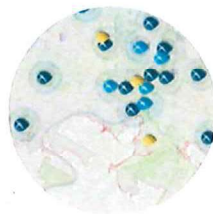


21st Century Healthy Infrastructure

National Fitness Campaign's Fitness Court is the centerpiece to its holistic health and wellness initiative. The Fitness Court is an outdoor bodyweight circuit training center with functional fitness DNA. The best-in-class system provides a full-body workout to adults of all ability levels. With 7 functional fitness zones, the Fitness Court can be used in thousands of ways. The Fitness Court is the world's best outdoor gym!



7 Minutes 7 Movements



Strategic Planning Studies

Strategic Planning & Feasibility Study, Site Design Consulting



Campaign Funding Support

Sponsor Strategy, Best Practices, National Installation Team Support



Fitness Court App

Free digital App Delivering Programming, Workouts & Content



Ambassador Training

NFC Fitness Court Ambassador Training ACE Certified *(America's Council of Exercise)*



Launch & Public Relations

Featured Stories Highlighted through Press and Local Media



Annual Fitness Season

Spring/Summer/Fall national & local training, classes & challenges series



SPRING

World-class training videos will be available on the Fitness Court App.



SUMMER

World-class training videos will be available on the Fitness Court App.



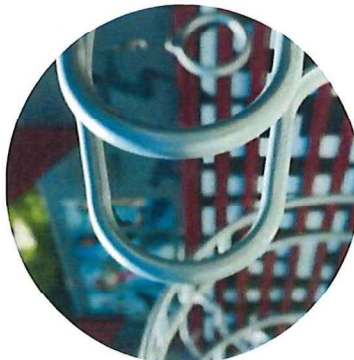
FALL

The Fitness Season culminates with local, regional and national challenges for residents.

Made & Manufactured in the USA
 Designed by NFC in California.



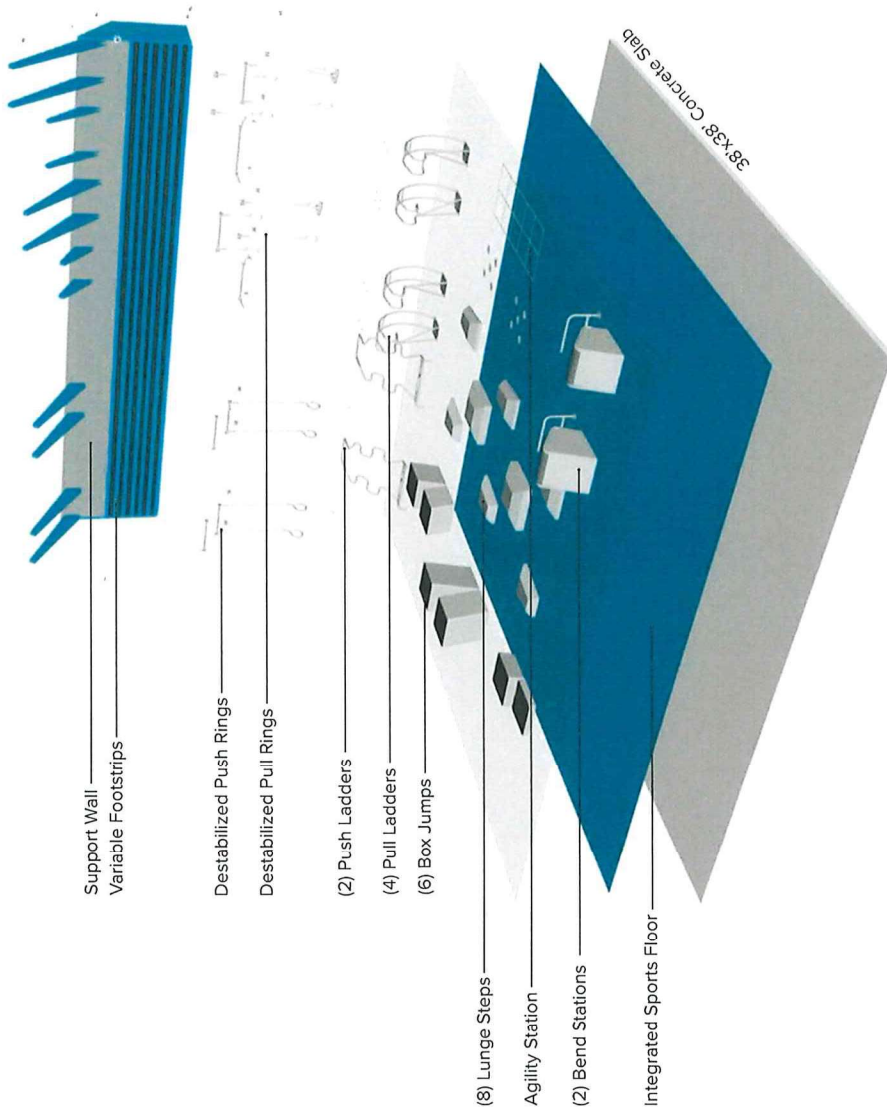
High Quality
 Dual-layer powder-coating
 carbon steel



Durable Materials
 Tamper-resistant,
 galvanized & stainless
 steel bolts and fittings.



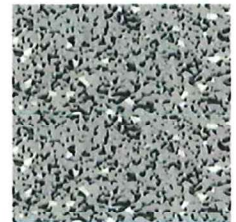
Best In Class
 Anti-graffiti laminate vinyl
 decals



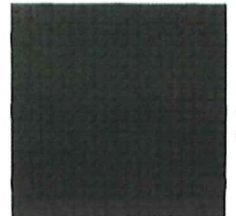
Each Fitness Court® includes an integrated sports floor made from durable 2'x2' tiles which adhere directly to the concrete slab. Available in our standard NFC Blue or Gray to match any custom design.



Top (Blue Option)



Top (Gray Option)



Bottom



Reducer with Tile



Reducer



NFC CAMPAIGN SPECIFICATIONS

PROGRAM SUMMARY



PROGRAM SUMMARY: All items and services below are delivered to approved partners as part of the Campaign.

HEALTHY INFRASTRUCTURE

FITNESS COURT

Fitness Court® Description:

- 32'x35' outdoor bodyweight circuit training system with the following components:
 - Seven station circuit training system providing full-body workout modules
 - Fitness Court® body-weight training wall - 32'W x 2' D x 6' H with custom graphics
 - Thirty pieces of body-weight fitness elements for simultaneous use by 28 users at one time. Fitness Elements anchored and grouped within seven stations.
- Bolts, attachments and anchors required for installation

Fitness Court Surface - Tile Surface Specifications

- Outdoor Sports Floor Size: 1,024 SF (32'x32')
- Color: NFC Blue
- Thickness: 1" Tiles
- ADA Border Included

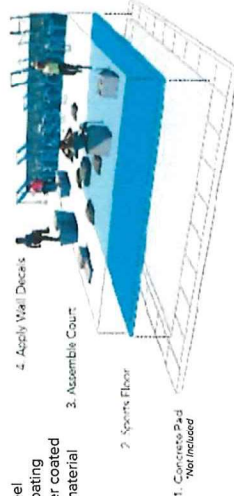
Fitness Court Specifications:

- All structural components are made from high-grade carbon steel
- Structural components receive high-grade dual layer powder coating
- All cladding (skins) made from high-grade aluminum and powder coated
- Graphics and Signage printed with anti-graffiti over-lamination material
- Manufactured in the United States
- Resilient to heavy, repeated daily use
- Over 30 individual pieces of equipment
- Powder-Coated Structural Components
- Galvanized fittings and bolts - included
- Stainless steel cables
- Full installation guide provided
- Warranty through NFC

Warranty + Maintenance

- Made for all climates
- Almost no moving parts (only cables)
- Equipment is anchor bolted into concrete
- Replacement parts available through NFC
- No requirement for disassembly in winter
- Maintenance guide, including touch-up paint & necessary tooling included

See Official Warranty for Full Coverage Detail



HEALTHY INFRASTRUCTURE DESIGN SERVICES

Strategic Planning & Feasibility Study

- City-wide impact analysis and master plan integration plan
- Site Design and Visibility Analysis

Custom Fitness Court Design Services & Construction & Installation Support

- Customized Fitness Court powder-coating and decal design - no two Fitness Courts are the same!
- Stamped and certified design plans, concrete slab drawings and contractor management are provided by the NFC Activation Team.
- With all ready-to-build plans included, most installations require less than 90 days to complete from ground-breaking to launch.
- NFC National Installation Partner Access (contracted separately)

GRANT FUNDING, CONSENSUS BUILDING, SPONSOR SUPPORT

NFC Grant Funding Qualification

- Access to qualify for NFC's Grant Funding through NFC's national partners to support seeding the program.

Consensus Building Consulting

- NFC has industry experts in project management, and from conception through execution, they will collaborate on an average of 2 intensive monthly planning calls to drive success.

Sponsor Strategy Consulting Support

- Custom renderings can be provided by NFC Design Team to support outreach to local sponsors and partners. Slide presentations can be provided for in-person meetings and internal stakeholder consensus-building.



CAMPAIGN SERVICES

FITNESS COURT® APP

The Fitness Court App

Free mobile app for iOS / Android teaches proper use, routines and challenges to all users

- Learn the Moves: Discover the Fitness Court's 7 Movements — Core, Squat, Push, Lunge, Pull, Agility and Bend — to challenge and strengthen your body. Beginner, intermediate and advanced training videos demonstrate how users of any age or ability can use the Fitness Court®
- Health Kit: Track personal health stats directly on the Fitness Court app. Statistics include: steps taken, average heart rate, time spent on the Fitness Court® and total calories burned.
- Find Your Fitness Court®: Search for your local Fitness Court® with the new Fitness Court® interactive map.
- Train: Take curated classes from one of our professional coaches. Classes are for adults of all levels and abilities.



CERTIFIED AMBASSADOR TRAINING

Programming and Training Tools

Fitness Court® Ambassadors build and sustain a healthy culture around The Fitness Court® ecosystem

- Learn: education modules provided by the NFC Training Team offered remotely, and provide a range of class templates, coaching tips and more to qualified Ambassadors.
- Train: classes, clinics and challenges led by Ambassadors, that engage all ages and fitness levels. These guided workout options expand the user community and increase long-term usage and adoption.
- Share: continuous online and print storytelling, engagement and social connection further build out a healthy culture on each Fitness Court®

MEDIA, PRESS, & PROMOTIONS

Promotions and Marketing Package

Media support and community engagement materials excite users and strengthen program adoption

- Grant Announcement Kit: promote the development of the program in your community with NFC support through traditional and social media channels - including a custom Press Release and outreach planning tools.
- Launch Event Promotions Toolkit: announce the launch of the Fitness Court® on traditional media channels with a separate customized press release, outreach support and uniquely branded assets for social media.
- NFC Website Feature Story: NFC-hosted custom storytelling showcases the partnership and program development in your community.
- Fitness Court® Gear: gear and giveaways nurture Ambassador relationships, honor stakeholders and excite event attendees, to amplify launch activities.
- Opening Day Launch Support: NFC provides event management templates, guidance for launch event planning, and custom promotional materials (flyers, media assets).



Fitness Court



NATIONAL FITNESS CAMPAIGN

SAN FRANCISCO, USA

NATIONALFITNESSCAMPAIGN.COM

INFO@NFCHQ.COM

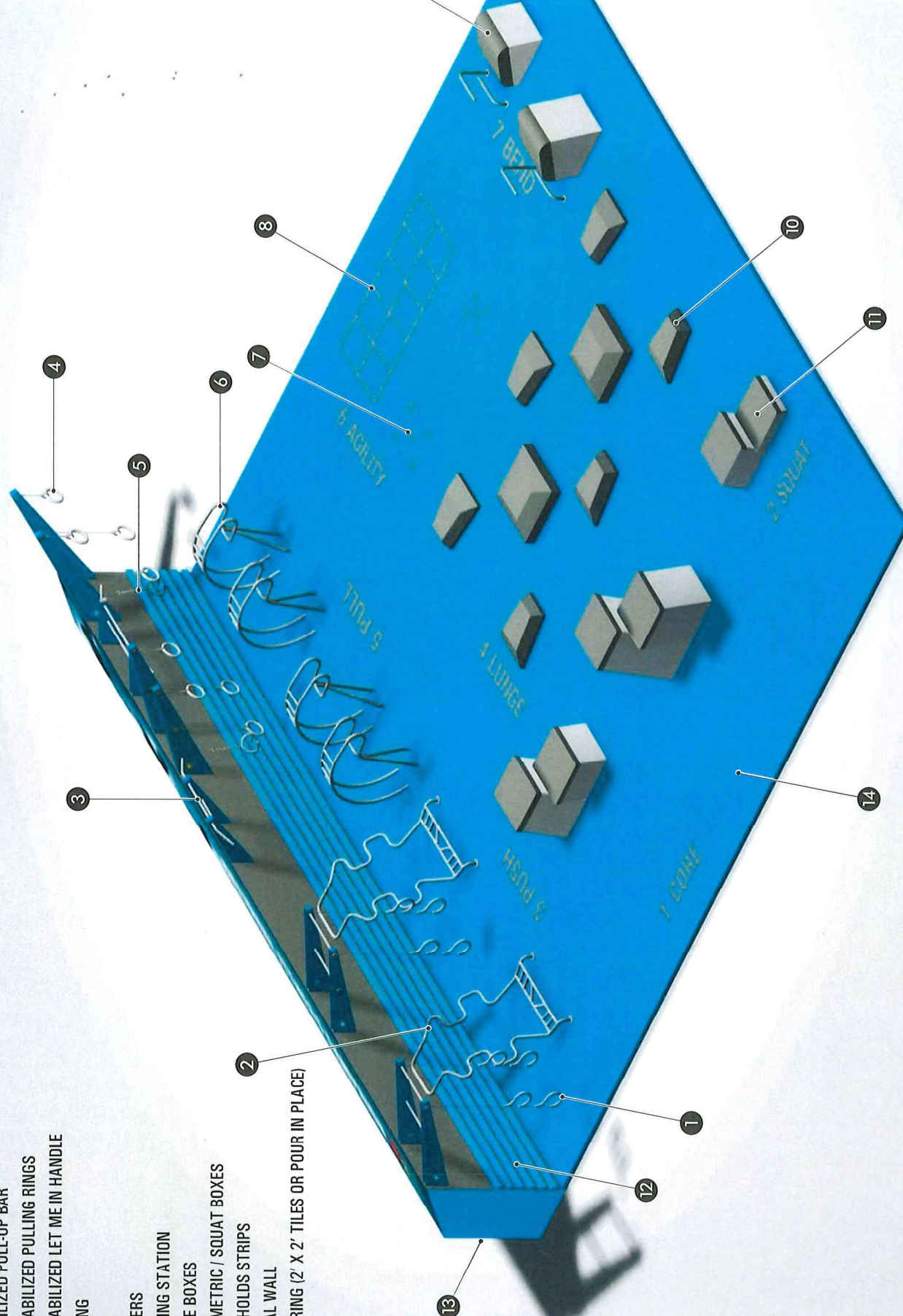
(415) 702-4919

FITNESS COURT™

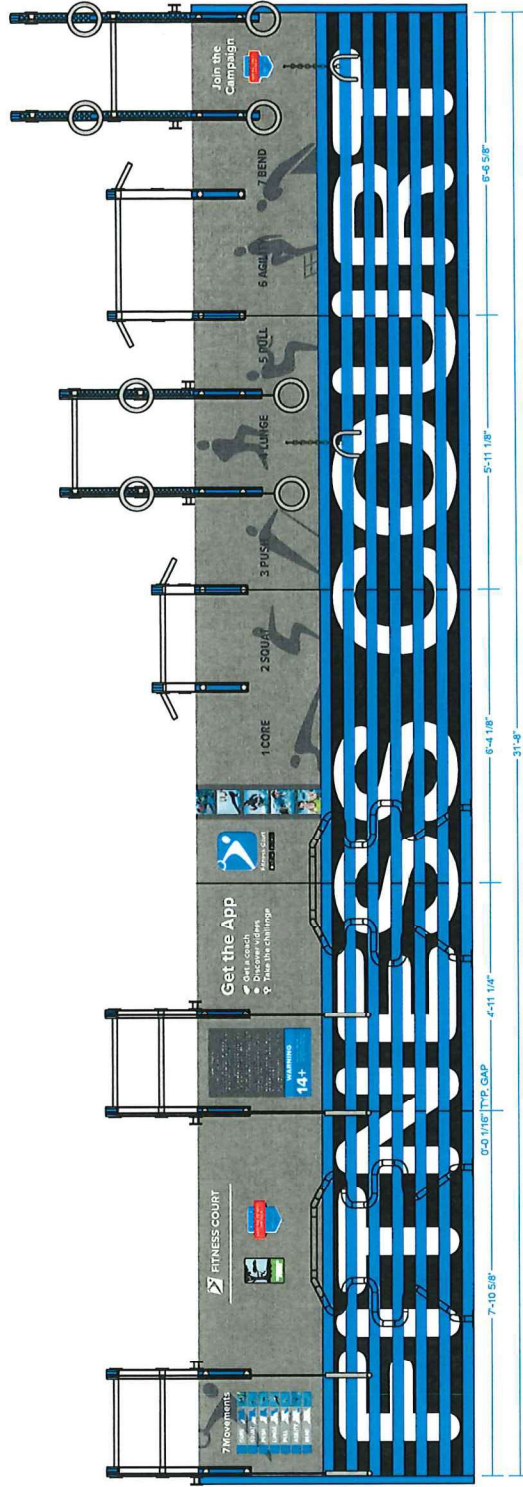
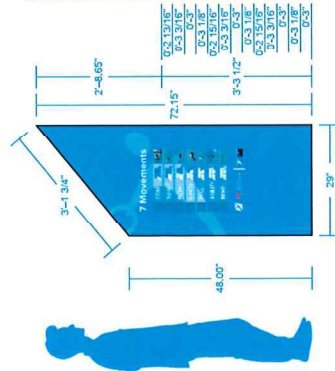
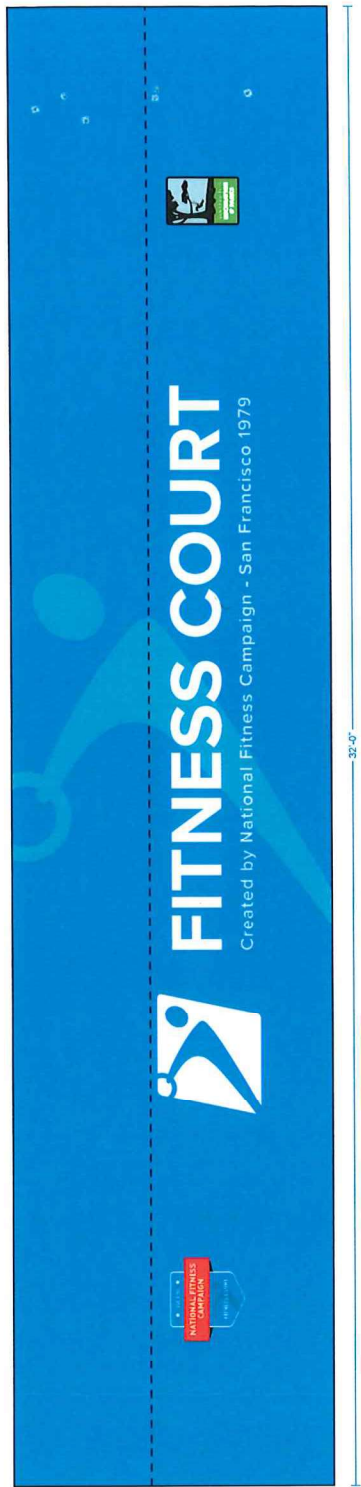
SCHEMATIC DESIGN SET



Body Weight Fitness



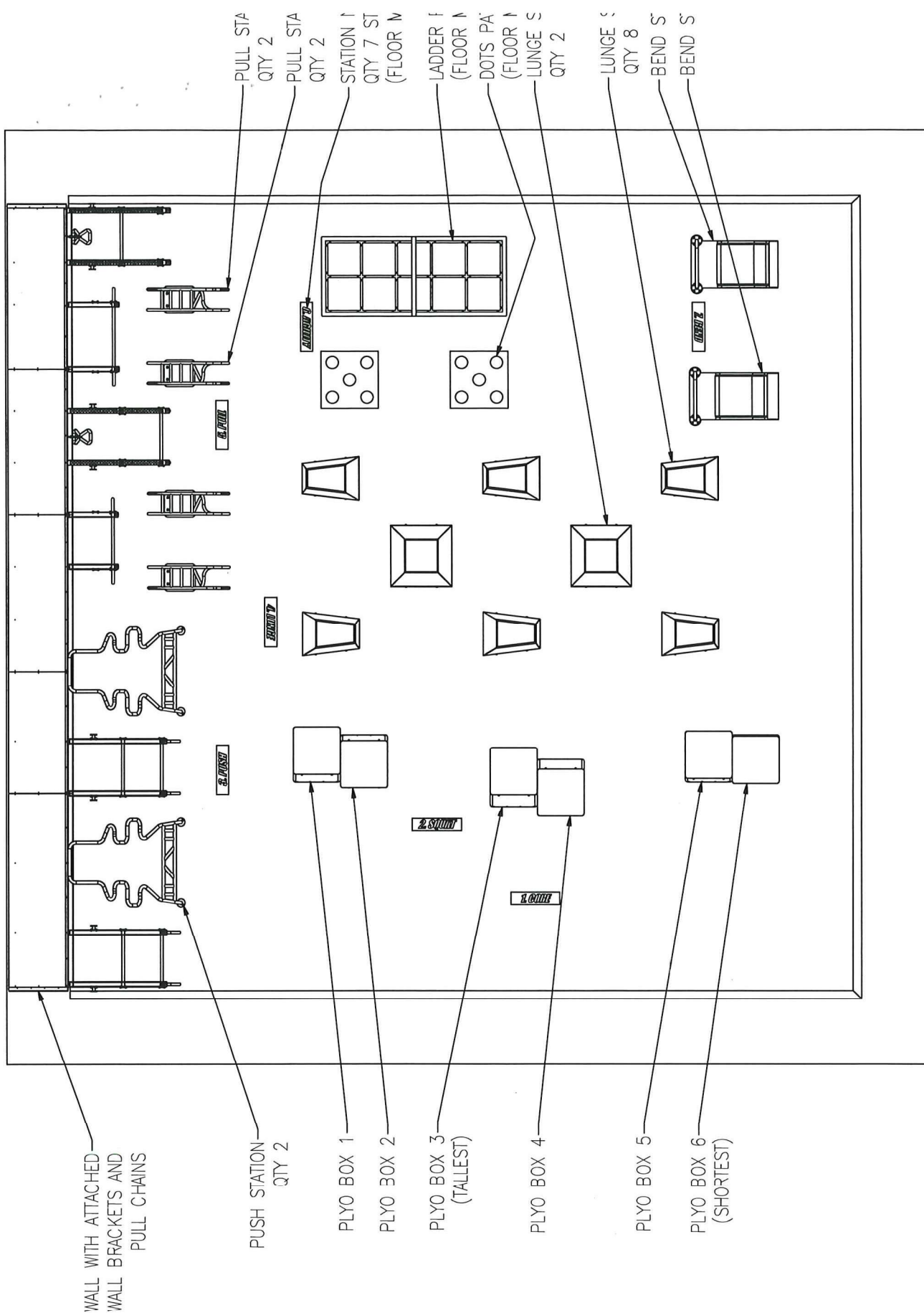
- 1 STABILIZED PUSHING RINGS
- 2 STABILIZED FREEFORM PUSHING BARS
- 3 STABILIZED PULL-UP BAR
- 4 DESTABILIZED PULLING RINGS
- 5 DESTABILIZED LET ME IN HANDLE
- 6 ROWING
- 7 DOTS
- 8 LADDERS
- 9 BENDING STATION
- 10 LUNGE BOXES
- 11 PLYOMETRIC / SQUAT BOXES
- 12 FOOTHOLDS STRIPS
- 13 MURAL WALL
- 14 FLOORING (2' X 2' TILES OR POUR IN PLACE)



NOTE: Sponsor Recognition shown for reference only. For Custom Decals, additional fee applies.

NFC FITNESS COURT SCHEMATIC ELEVATIONS

EQUIPMENT AND FLOOR MARKING LAYOUT



7.c

THIS DOCUMENT IS PROPERTY OF NFC (THE NATIONAL FITNESS CAMPAIGN). THIS DOCUMENT CONTAINS CONFIDENTIAL AND PROPRIETARY INFORMATION AND MAY ONLY BE USED BY PERMISSION FROM NFC AND FOR THE PURPOSES AUTHORIZED BY NFC. DISCLOSURE, DUPLICATION, MODIFICATION, OR OTHER USE OF THIS DOCUMENT IS NOT PERMITTED WITHOUT THE PRIOR WRITTEN PERMISSION OF NFC.

Form Name: 2024 Model Cities Application
Submission Time: December 7, 2023 11:44 am
Browser: Chrome 119.0.0.0 / Windows
IP Address: 167.7.188.127
Unique ID: 1171907233
Location:

NFC 2024 Model City GRANT APPLICATION

I. General Information

Legal Name of Organization City of Columbia Park & Recreation

Which state are you located in? South Carolina

Application Type City or County Government

Website URL: <https://columbiasc.gov/>

Applicant Name Todd Martin

Agency Address 1111 Recreation Drive
Columbia, SC 29203

Office Phone (803) 545-4195

Cell Phone (803) 636-7393

Email walter.martin@columbiasc.gov

I.II City Profile

How many parks does your City/County have? 61

How many miles of pedestrian trails does your City/County have? How many are proposed for future development? 19.5 Miles with 8 in the future

Does your City/County have existing outdoor fitness elements accessible to the public within your City/County? If so, which locations? Yes, Riverfront Park & Fairwold Park

Is your City/County currently working on or have plans to update a City/County-Wide masterplan? If so, what is the timeline?

Parks & Recreation Masterplan is currently in the works to be completed in 2024.

The Columbia Compass plan was implemented by the City of Columbia conducting research and public engagement on the community's population, natural resources, land use, transportation, housing, community facilities, cultural resources and economy. The plan, adopted in 2020, acts as a guiding policy document for the City, and the recommendations of the plan will be developed for implementation during the coming ten-year period.

<https://www.columbiacompass.org/>

Please describe the organization of your municipality (i.e., Council Districts, Wards, Villages, etc.)

Parks & Recreation

II. Community Eligibility Details

Why should the National Fitness Campaign select your agency or municipality for funding in the Statewide Fitness Court Program?

The City of Columbia Parks and Recreation Department vision is to create an environment where our park spaces continue to transcend and surpass serving as recreation hubs for Midland's citizens. City of Columbia Parks and Recreation locations are crossroads where technology, diversity, health and wellness, mental well-being, inclusiveness, and environmental sustainability come together. As we strive for our users to enjoy great experiences, we further seek to enhance them as individuals.

The National Fitness Campaign aligns well with our vision and would be a tremendous recourse for our community.

Describe your existing recreation and wellness infrastructure for your residents, community members and visitors, especially any current or planned pedestrian-oriented design (i.e. trail systems, pedestrian focused amenities and services, Rails-to-Trails projects, planned bicycle pathways, etc.)

The City is responsible for providing recreational and leisure services for the citizens and visitors to the City of Columbia. With an annual budget of approximately \$13.4 million, the staff program and maintain:

- Over 60 city parks and green spaces
- Over 600 acres of city-maintained park land
- 55 tennis courts
- 16 city pools, spray pads and ponds
- 9 city-maintained fountains
- 31 playgrounds
- 11 miles of greenway with approximately 8 additional miles in progress

Describe current policies, initiatives, and/or programs that support changing the built environment to promote health habits and building a wellness culture across all neighborhoods in your community.

The City of Columbia realizes the importance of parks and recreation as a catalyst for health and quality of life for its citizens. Parks are more than amenities that provide public places to play, they are key factors that spur economic development, increase the quality of life for its citizens, form the core of many neighborhoods and bring these neighborhoods and communities together.

The park planning process engages the community and seeks to be the national leader in providing quality parks and recreation experiences for all.

Provide an overview of existing funding measures in place that support parks and recreation and outdoor infrastructure in your community.

Park projects typically utilize a variety of funding sources that include:

Capital Improvements Plan / City Funding
Hospitality Tax Funding
Stormwater/ Engineering Funding
CDBG funding
Multiple Grants

Support: Who else among your community leadership has adopted or supported feasibility for partnership in the NFC initiative?

Mayor
Council
City or Town Manager or Administrator(s)

Please list any community groups and organizations that will be involved with activating and promoting this initiative.

Potential community groups per the neighborhood collaboration process include Arsenal Hill, Coalition of Downtown Neighborhood's, North Columbia Civic Club (Greenview), Five Points Association and Heathwood Park Neighborhood Association.

Are there any future park, trail, or campus masterplans for which you may be interested in utilizing NFC's Healthy Infrastructure Consultation and Services?

Yes

III. MULTI-SITE INFORMATION

How many site locations would you like to submit for future phase grant funding consideration? Year 2024, 2025 and 2026

4 Sites
One for each Council District

Is public access available to all the provided sites?

Yes - All sites have public access

Have these sites been discussed and approved for program consideration by other stakeholders?

Yes - All sites have been approved for funding consideration

Please confirm that each of these site locations ensures a minimum safe distance of 150 feet from the nearest playground or children's play area, and 25 feet from any other fencing or wall structure, in accordance with national grant and safety standards.

Yes

Site #1 Name (Primary Anchor Site Location):

Finlay Park

Site #1 Google Maps or other web URL of location

<https://www.google.com/maps/place/Finlay+Park/@34.0066075,-81.0439053>

Site #1 Location Type

Public Outdoor Park

Site #2 Name:

Greenview Park

Site #2 Google Maps or other web URL of location

<https://www.google.com/maps/place/Greenview+Park/@34.0700122,-80.9941711,17>

Site #2 Location Type

Public Outdoor Park

Site #3 Name:

Maxcy Gregg Park

Site #3 Google Maps or other web URL of location

<https://www.google.com/maps/place/Maxcy+Gregg+Park/@33.9954084,-81.0242812,17>

Site #3 Location Type

Public Outdoor Park

Site #4 Name:

Heathwood Park

Site #4 Google Maps or other web URL of location

<https://www.google.com/maps/place/Heathwood+Park/@33.9996184,-80.9868349,17>

Site #4 Location Type

Public Outdoor Park

Do you plan to qualify additional sites for future funding consideration at this time?

No

IV. TIMING & FUNDING

What is your budget cycle, and when does CIP funding become available? We will consider this information as appropriate in aligning with the available funding with the launch milestones listed above.

Q2-2023

Please provide a description of your City/County's typical procurement procedures and legal requirements to implement such projects.

Typically, any project over \$50,000.00 requires a bid or RFP process. Purchasing will consider purchasing agreements for special projects. The parks foundation can also assist when private donors provide funding.

Provide a description of typical council adoption procedures for public projects.

Projects are presenting to the City Manager, Mayor and City Council for approval. Once project is procured, it will go before City Council to get final approval if agreement is above \$50,000.00.

Has the Mayor been notified of this Campaign? If not, Is/will the Mayor be willing to participate in the Campaign from a high-level and join the 300+ Mayors already involved in the Campaign?

Yes

If selected as a Model City Partner and awarded NFC Grant funding, how do you plan to match the remaining program and installation funding for all approved sites?

Municipal budget

The 2023/2024 NFC Program requires a total of \$160,000 in funding, plus installation for each approved site. Variable Grant Funding, up to \$75,000 per site, is provided to qualifying awardees to support each appropriate location through NFC National and State Grant Funding. How much funding has your city, school or organization committed or planned to commit from internal budget(s) to support the remaining funding needs of \$80,000 - \$110,000 plus installation for each approved location?

City of Columbia Funding: \$80,000.00 (in-kind support & Concrete Pads),
Prisma Health: \$600,000.00

How much of the remaining funding, if any, do you expect to come from local sponsors, other grant programs, or alternative funding sources?

\$600,000 will come from Prisma Health Donation

If appropriate, NFC supports partners with fundraising tools and project planning. What kind of fundraising support do you anticipate requesting from NFC?

Custom site support and planning

All Fitness Courts come in our standard NFC Standard Art and Powder Coating which is inline with NFC and/or State Sponsor Guidelines. For additional funding, Fitness Courts can have custom Artwork Mural Wall from a Local Artist or other. Are you interested in any further customization to your Fitness Courts that goes beyond our standard NFC or State Sponsor included tier?

Yes - Please share more information on pricing for expanded graphics and/or custom powder coating options

Will you be applying for, and considering the Fitness Court Studio program for any of your site locations?

Yes

The Fitness Court Studio requires additional funding of \$35,000, plus additional extension of the concrete slab. From what funding sources/ in kind assistance do you plan to provide the additional \$35,000 in funding and additional concrete and installation support to bring a Fitness Court Studios to your community?

Agency, school or municipal budget

V. Site Design, Installation and Maintenance

ART: All Fitness Courts include standard NFC Public Art Collection art and graphics and NFC standard design services. For additional funding, Fitness Courts can feature several versions of Custom Graphics designed by the NFC Design Studio and Local Artist program options. Please note that if you're applying for a state sponsor program, the art and color of the Fitness Court will follow the guidelines set by the State Sponsor. Your Partnership Development Manager can provide additional information if needed.

Yes

CONCRETE SLAB: The Fitness Court installation requires a 38'x38' concrete slab foundation. In the case of a Fitness Court Studio, a larger 38'x76' concrete slab foundation is required. The concrete slab foundation should be installed by a separate contractor using engineering plans that are provided by NFC.

Yes

TIMELINESS OF INSTALLATION: The Fitness Court should be installed within the awarded campaign calendar year if weather permits. If immediate installation is not possible due to weather, it must be completed within nine (9) months of receipt of Fitness Court to avoid the potential expiration of adhesive-based products and paints. While NFC strives to be accommodating for unique scenarios, Partner recognizes NFC is not responsible for installation support and launch assistance beyond one (1) year from the original shipment of the Fitness Court.

Yes

APPROVED INSTALLATION NETWORK: The Fitness Court can be installed by an NFC Approved Installation company. Funding and contracts are transacted separately, with costs ranging from \$25,000 to \$27,000. Please note that there is an additional installation cost of \$7,500 for the installation of the Fitness Court Studio.

Yes

SITE STATUS: NFC may request site photographs or other inspection reports at the discretion of the National Grant Committee and sponsors to verify the status of the local site. If requested, these materials must be provided within 72 hours.

Yes

MAINTENANCE: Maintaining the Fitness Court Yes
 is the responsibility of the local site partner. Acceptance of a Grant Award requires compliance with standard NFC maintenance protocols. These include properly cleaning and repairing any damages to the Fitness Court and Graphics for a minimum of 10 years.

SPONSORS: Sponsors providing Yes
 funding for the Fitness Court shall not be held liable for any risk associated with the installation of or use of the Fitness Court.

V. Site Design, Installation and Maintenance (Continued)

Are you interested in any further Yes
 customization to your Fitness Court that goes beyond the standard design services?

Please indicate which art program you'd All of the above
 like to learn more about.

How do you plan to accommodate the Bid out to local contractor
 installation of the concrete pad?

Please confirm that you will be Yes
 proceeding with a National Approved Installer Network Team.

Would you be interested in learning Yes
 about Fitness Court Care solutions?

VI. Partnership & Sponsors

Are you willing to host an opening day Yes
 celebration at your Fitness Court inviting civic leaders, community supporters and the local media?

In consideration of the initiative being Yes
 funded through the NFC sponsorship program, and in some cases, local or regional sponsors, will you allow the identification of major sponsors on the Fitness Court mural wall?

Please confirm that you understand that Yes
 NFC sponsors and partners reserve the
 right to provide new graphics and
 messaging on the rear of the Fitness
 Court for approved Fitness Courts at
 any time to support new tools,
 promotions and activation programs for
 your community. Agency or
 municipality shall be allowed to approve
 the new design but shall not
 unreasonably withhold approval.

VI. Partnerships & Sponsors (Continued)

Promote awareness of, and usage of, Yes
 the Fitness Courts and demonstrate the
 value of an active lifestyle using the
 Fitness Court App, NFC website and
 activation tools provided?

Promote sponsors who have supported Yes
 the Campaign, and join relevant
 regional and national events and
 promotions?

Establish a long term point of contact at Yes
 your community to support an annual
 partnership support call, providing
 updates for relevant tools,
 communication programs, and
 promotions to support continued
 engagement with your community?

Please provide name and contact
 information for this person Todd Martin

Phone (803) 636-7393

Email walter.martin@columbiasc.gov

VII. NFC Grant Award Acceptance:

How will your organization accept the Letter of Support from Authorized Official
 NFC Grant Funding and confirm that
 you intend to participate in this
 program?

VIII. Applicant's E-Signature

Signature

Signature image not available.

Date/Time:

December 07, 2023

**MEMORANDUM OF AGREEMENT REGARDING
PRISMA HEALTH'S PLEDGE IN SUPPORT OF
THE CITY OF COLUMBIA'S FITNESS COURTS PROJECT**

THIS MEMORANDUM OF AGREEMENT (this "Agreement"), effective **March 1, 2024** ("Effective Date"), is made and entered into by and between **Prisma Health**, a South Carolina nonprofit corporation ("Donor"), and the **City of Columbia**, a South Carolina incorporated municipality (the "City"). The City and Donor are sometimes referred to herein individually as a "Party" and collectively as the "Parties."

RECITALS

WHEREAS, the City is among the largest municipalities in South Carolina, providing essential public services to maintain and improve the safety and wellbeing of all residents and visitors; and

WHEREAS, Donor is a nonprofit health system organized for charitable, educational, and scientific purposes to promote, facilitate, and enhance the delivery of high quality, efficient, effective and economical health care and related services to the residents and visitors of the City and the broader region; and

WHEREAS, the City and Donor recognize that public parks, open spaces, and recreational opportunities accessible to all residents and visitors are an essential component of our community's physical, economic, and social health and wellbeing; and

WHEREAS, the City's creation and development of new and enhanced public parks and other recreational facilities has been an acclaimed success which has improved the health and overall quality of life for its residents and visitors; and

WHEREAS, the National Fitness Campaign ("NFC") is public-private wellness partnership that works with healthcare providers, municipalities, counties, and schools to develop free outdoor "Fitness Courts," which are specially designed and equipped multi-station circuit outdoor fitness and recreation spaces that allow the public to get a full body workout for free ("Fitness Courts"); and

WHEREAS, the City has determined that the development and installation of the NFC-designed Fitness Courts in four of its major public parks located across the City—including, specifically, Greenvue Park, Finlay Park, Maxcy Gregg Park, and Heathwood Park—will provide new opportunities for residents and visitors to improve their overall health and wellbeing ("Fitness Courts Project"); and

WHEREAS, consistent with its mission and purpose, Donor desires to make a charitable gift to the City for the use and support of the Fitness Courts Project as set forth in this Agreement; and

WHEREAS, the City desires to accept such gift, subject to the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

AGREEMENT

1. **Recitals Incorporated.** The recitals set forth above are incorporated herein by reference and are expressly made a part of this Agreement.
2. **Gift.** Donor hereby pledges to the City the following gift in support of the Fitness Courts Project: **Six Hundred Thousand Dollars (\$600,000.00)** ("Gift") which shall be paid in accordance with the terms and conditions set forth herein.
3. **Payment of the Gift.** The Gift is a pledge that will be paid by Donor to the City for the benefit of the Fitness Courts Project via check, electronic funds transfer, or other method mutually agreeable to the Parties. To fulfill this pledge, Donor shall pay the City \$200,000 each year for three (3) years in accordance with the following payment schedule:
 - a. \$200,000 shall be paid by Donor to the City on or before March 1, 2024.
 - b. \$200,000 shall be paid by Donor to the City on or before March 1, 2025.
 - c. \$200,000 shall be paid by Donor to the City on or before March 1, 2026.

Upon payment of the full \$600,000 Gift amount in accordance with the payment schedule above, Donor's pledge shall be considered fulfilled, and Donor shall have no further payment obligation under this Agreement.

4. **Use of the Gift.** The Gift shall be paid to the City and used by City exclusively for the development, promotion, construction, and support of the Fitness Courts Project. The City and Donor acknowledge and agree that no part of the Gift may be distributed to or used by the City or any third party for any other purpose other than the development, promotion, construction, and support of the Fitness Courts Project as expressly stated in this Agreement. In the event, the four Fitness Courts included as part of the Fitness Courts Project are not installed and open to the public for their intended use within twelve (12) months of the Effective Date set forth above, this Agreement shall be come null and void and Donor shall have no further obligation to make any Gift payments not already paid, and the City shall promptly return to Donor all portions of the Gift previously paid.
5. **Acknowledgement.** In consideration for the Gift, the City will acknowledge the Gift by naming each of the Fitness Courts at Greenview Park, Finlay Park, Maxcy Gregg Park, and Heathwood Park as the "Prisma Health Fitness Court" in accordance with this Section 5 (the "Naming"). Subject to the terms of this Agreement, the Naming will last for fifty (50) years ("Term").
 - a. **Fitness Courts Signage Identifying Donor.** As a part of the Naming, the City shall display signs visibly identifying each Fitness Court installed as part of the Fitness Courts Project as the "Prisma Health Fitness Court" throughout Greenview Park, Finlay Park, Maxcy Gregg Park, and Heathwood Park, at every visitor entry point. To the extent consistent and in harmony with the parks' design and appearance, it is the

Parties' intent that the signage shall incorporate Donor's name, logo, trademarks, and/or other Donor identifiers in compliance with Donor's branding standards (collectively, "Donor Marks"), the final size and locations of such signage to be mutually agreed upon by the City and Donor. The naming and signage will be substantially in accordance with the specifications set forth on Exhibit A attached hereto. The signage shall be created, installed, and maintained in good condition and repair at the City's expense.

- b. **Promotion.** The City shall identify the Fitness Courts as the "Prisma Health Fitness Courts" (or other reference acceptable to Donor) in all external and internal communications and promotional materials.
- c. **Name Change; Renaming Upon Expiration.** During the Term of the Naming, Donor or its successor in interest shall be permitted, at its sole expense, to alter, change, and/or replace the appearance of Donor's Marks on any Fitness Courts signage to be consistent with Donor's then-current name and branding. Any other request for a change in the name of the Fitness Courts or signage appearance shall be submitted to the City, and the City shall promptly consider the request, and approval of such request shall be at the reasonable discretion of City Council. If approved, the costs relating to such change, including replacement signage, shall be paid by Donor. At the expiration of the Term, the City shall consider any request by Donor to extend the same Naming prior to accepting new recommendations for naming the Fitness Courts.

6. Termination of Naming.

- a. **Termination of Naming by the City.** The City may terminate this Agreement and all rights and benefits of the Donor hereunder, including terminating the Naming: (a) in the event of any default in payment of the Gift as provided in this Agreement; or (b) if the Donor fails to conduct itself with due respect for social conventions and decency, or willfully engages in any act or conduct or willfully becomes involved in situations which, in City Council's reasonable judgement, reflects unfavorably upon the City, or which result in Donor being convicted of a crime or otherwise coming into public disrepute. Upon such termination of this Agreement and/or the Naming hereunder, the City shall have no further obligation or liability to Donor and shall not be required to return any portion of the Gift already paid.
- b. **Termination of Naming by Donor.** The Donor may terminate this Agreement and require the City to remove all Donor Naming from the Fitness Courts at the City's expense if: (a) the City fails to reasonably maintain the Fitness Courts in good repair and safe condition for use by park visitors; or (b) the City fails to provide adequate policing and public safety in and around the parks such that the Fitness Courts and/or surrounding area becomes notorious for criminal activity. Upon such termination of this Agreement and/or the Naming hereunder, Donor shall have no further obligation to the City and shall not be required to pay any portion of the Gift not already paid.

- 7. **Use of Donor Marks.** To the extent that the City is permitted to use the Donor's Marks in signage or other public recognition of Donor's Gift, the City agrees that its use of Donor's Marks is non-exclusive, limited, and non-transferable and each use of Donor's Marks must be

approved by Donor prior to use. All right, title, and interest in and to the Donor Marks is and shall remain the sole and exclusive property of Donor. Use of Donor Marks shall be in accordance with applicable Donor policies. City and Donor shall in no way represent any affiliation, partnership, ownership, or any other relationship between the Parties other than as expressly contemplated herein.

8. **No Other Duties or Liabilities Assumed by Donor.** Donor shall not be liable for any expenses, damages, claims, suits, actions, judgments, or costs arising from the actions of City or any third party with respect to any and all activities associated with the Fitness Courts Project or the operation and use of the Fitness Courts. Additionally, Donor shall have no duty or obligation towards the Fitness Courts or Greenview Park, Finlay Park, Maxcy Gregg Park, and Heathwood Park, including but not limited to, maintenance, operations, or staffing, other than those explicitly stated in this Agreement. The City shall be solely and exclusively responsible for the development, construction, repair, maintenance, operations, and staffing of the Fitness Courts and the parks and surrounding public spaces where the Fitness Courts are located.
9. **Intent.** It is the agreement of the Parties and the intention and wish of the Donor that this Gift and any unpaid promised installment under this Agreement shall constitute the Donor's binding obligation and shall be enforceable at law and equity including, without limitation, against the Donor and Donor's successors and assigns. Donor acknowledges that the City is relying, and shall continue to rely, on the Donor's Gift being fully satisfied as set forth herein.
10. **Assignment.** This Agreement and the rights and benefits hereunder may not be assigned by either Party without the prior written consent of the other Party, which consent shall be in the sole and absolute discretion of the non-assigning Party; provided, however, that the preceding restriction shall not apply to the assignment by Donor to an affiliated company or any successor entity through a sale, merger, or other similar transaction.
11. **Entire Agreement.** This Agreement constitutes the entire agreement of the Parties with regard to the matters referred to herein, and supersedes all prior oral and written agreements, if any, of the Parties in respect hereto. This Agreement may not be modified or amended except by written agreement executed by both Parties hereto. The captions inserted in this Agreement are for convenience only and in no way define, limit, or otherwise describe the scope or intent of this Agreement, or any provision hereof, or in any way affect the interpretation of this Agreement.
12. **Governing Law and Venue.** This Agreement and the rights, obligations and remedies of the Parties hereto, shall in all respects be governed by and construed in accordance with the laws of the State of South Carolina, without reference to its conflict of law provisions, and venue for the resolution of all disputes regarding the terms of this Agreement or the performance thereunder, whether in law or in equity, shall be exclusively in the courts of Richland County, South Carolina.
13. **Severability.** If any part or provision of this Agreement is held invalid or unenforceable under applicable law, such invalidity or unenforceability shall not in any way affect the validity or enforceability of the remaining parts and provisions of this Agreement.

14. **Successors and Assigns.** The rights and obligations of this Agreement shall inure to and be binding upon the successors and assigns of the Parties.

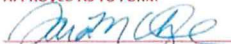
IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the Effective Date set forth above.

PRISMA HEALTH

**CITY OF COLUMBIA,
SOUTH CAROLINA**

Mark S. O'Halla
President and Chief Executive Officer

Teresa Wilson
City Manager

APPROVED AS TO FORM

Legal Department City of Columbia, SC

2/15/2024

EXHIBIT A
Specifications for Fitness Courts Donor Naming/Signage

*[Insert written description and/or illustrations of
signage appearance, size, and placement.]*



MEETING DATE: October 15, 2024

DEPARTMENT: Procurement and Contracts

FROM: *Shannon Lizewski, Director*

SUBJECT: Council is asked to approve the Purchase of 80 Safariland Body Armor Panel Sets, as requested by the Columbia Police Department on September 12, 2024. Award to Lawmen's Distribution, LLC, using the SC State Contract in the amount of \$89,317.73. This vendor is located in Columbia, SC.

REQUISITION NO.: R230634

FUNDING SOURCE & ORIGINAL BUDGET: Funding Source: Police Administrative Services - Uniforms and Clothing (1012402-624100). The original budget amount is \$89,317.73.

CLEAN WATER 2020?: No

We respectfully request Council's approval for this purchase using SC State Contract #4400031680.

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:** CONCEALABLE BODY ARMOR (PDF)



3319 Anvil Place
Raleigh, NC 27603

800 Clanton Road Suite T
Charlotte, NC 28217

8.a

SALES QUOTE

SQ-408341

10/3/2024

REMIT TO: 3319 Anvil Place, Raleigh, NC 27603



Customer		Contact		Ship To				
CITY OF COLUMBIA ATTN: ACCOUNTS PAYABLE PO BOX 147 COLUMBIA SC 29217 Tel: (803)545-3414, (803)545-3571 Fax: (803)343-8720				COLUMBIA POLICE DEPARTMENT ATTN: BRIAN BALDWIN 715 BLUFF RD COLUMBIA SC 29201 Tel: (803)545-3571				
Account	Terms		Due Date		Account Rep		Schedule Date	
COLA	NET 30 Email Delivery		11/2/2024		Heath Clevenger		10/3/2024	
Quotation	PO #		Reference		Ship VIA	Page	Printed	
SQ-408341			BALDWIN - CONCEA		FACTORY DIRECT	1	10/3/2024 11:00:43AM	
I	Item	Description	Qty		Price	UM	Discount	Amount
1	2 SBA1350429M	SC STATE CONTRACT # 4400031680 Safariland Armor 1350429-M Hardwire 51 Level 2 A7 - Male Panel Set QN: 23-QUO-005419	1		\$831.17	EA		\$831.17
	3 SBA1348925NV	**NEED NAME AND SIZE** Safariland Armor 1348925 M Series Concealable Carrier Navy	2		\$90.91	EA		\$181.82
	4 SBA122090258	Safariland 1220902-58 Soft Trauma Plate 5" X 8"	1		\$20.78	EA		\$20.78
	5	**FREE FREIGHT**						
Pricing is valid for 30 days. * Please verify that the part numbers and descriptions are correct before submitting your order. * Restocking fees may apply to returned items. Firearms, ammunition, special order or customized items and certain other products may not be returned. * Many products sold have manufacturer's warranties. For returns related to matters covered by a manufacturer's warranty, please contact the manufacturer directly for instructions to repair or replace your product. We do not augment or supplement the manufacturer warranty. * Prices on this quotation assume payment with cash or check.					Tax Details SCLOTRANS \$82.702		Taxable	\$1,033.77
							Total Tax	\$82.70
							Exempt	\$0.00
							Total	\$1,116.47
							Balance	\$1,116.47



MEETING DATE: October 15, 2024

DEPARTMENT: Procurement and Contracts

FROM: *Shannon Lizewski, Director*

SUBJECT: Council is asked to approve a new Software Service Agreement for Enterprise Permitting and Licensing (EPL), as requested by the Budget, Program Management and Grants Office on October 3, 2024. Award to Tyler Technologies, Inc., in the amount of \$62,735.00. This is the first year of the five-year initial term. This vendor is located in Dallas, TX.

REQUISITION NO.: R230974

FUNDING SOURCE & ORIGINAL BUDGET: Funding Source: Business License – Cloud Based Software Solutions (1011403-632170) \$5,231.00; Police Administrative Services – Cloud Based Software Solutions (10112402-632170) \$10,462.00; Engineering Administration – Cloud Based Software Solutions (5511701-632170) \$14,084.00; Engineering Administration – Professional Services (551701-636600) \$1,600.00; Engineering Storm Water Improvements – Cloud Based Software Solutions (5534202-632170) \$4,829.00; Engineering Storm Water Improvements – Professional Services (5534202-636600) \$1,600.00; Fire Prevention – Cloud Based Software Solutions (1012302-632170) \$2,414.00; Information Technology – Cloud Based Solutions (1011120-632170) \$2,817.00; Development Services – Cloud Based Software Solutions (1014101-632170) \$16,498.00; Development Services – Professional Services (1014101-636600) \$3,200.00. The original budgeted amount is \$62,735.00.

Sec. 2-204. (7) - 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: Procurement of information technology.

ATTACHMENTS:

- **#a:** PDS Memo Tyler Contract 2024 (PDF)

- #b: APPROVED - 24023279 - Columbia SC Agreement SaaS Flip 061824 (PDF)
- #c: ColumbiaSC_EPL SaaS Migration_5 Yr Rates_QUOTE_2023-444607-N1Y7G1_v4 (PDF)
- #d: Pro-rated \$ Amt. Table - Tyler Tech. EPL (PDF)



Memo

To: Teresa Wilson, City Manager
From: Krista Hampton, Director of Planning and Development Services
Date: October 7, 2024
RE: Tyler Cloud Migration Contract


Digitally signed by Krista Hampton
DN: cn=Krista Hampton, o=City of Columbia,
ou=Planning and Development Services,
email=krista.hampton@columbiacsc.gov,
c=US
Date: 2024.10.07 16:29:06 -0400

Tyler Technologies is the vendor of the software used for managing and issuing building permits, utility permits, rental registration, and code enforcement. Formerly known as EnerGov, now known as EPL (Enterprise License & Permitting).

Submitted for City Council's approval is a contract with Tyler Technologies to migrate the current on-premises software platform to their hosted cloud-based solution.

We are initiating this migration to their cloud-based solution ahead of the vendor's upcoming requirement for on-premise customers to migrate to the cloud. This proactive approach offers several advantages:

- **Improved Performance:** The cloud-based platform will provide for improved performance and reduced downtime as it will reside on Tyler Technologies' managed cloud infrastructure.
- **Reduced Internal System Overhead:** This transition will also reduce the internal system overhead performed by the technical and Subject Matter Expert (SME) teams as functions will be managed by Tyler Technologies.
- **Cost Savings:** The vendor is currently offering a discount for early migration, helping us avoid potential delays and backlogs once support for the on-premises solution is phased out.

We are excited about this migration and the upcoming system upgrades, which will introduce new features that will enhance the experience for both our customers and employees.

Thank you for your support as we move forward with this important initiative.



SOFTWARE AS A SERVICE AGREEMENT

This Software as a Service Agreement is made between Tyler Technologies, Inc. and Client.

WHEREAS, Client selected Tyler to provide certain products and services set forth in the Investment Summary, including providing Client with access to Tyler's proprietary software products, and Tyler desires to provide such products and services under the terms of this Agreement;

NOW THEREFORE, in consideration of the foregoing and of the mutual covenants and promises set forth in this Agreement, Tyler and Client agree as follows:

SECTION A – DEFINITIONS

- **"Agreement"** means this Software as a Service Agreement.
- **"Business Travel Policy"** means our business travel policy. A copy of our current Business Travel Policy is attached as Schedule 1 to Exhibit B.
- **"Client"** means City of Columbia, South Carolina.
- **"Data"** means your data necessary to utilize the Tyler Software.
- **"Data Storage Capacity"** means the contracted amount of storage capacity for your Data identified in the Investment Summary.
- **"Defect"** means a failure of the Tyler Software to substantially conform to the functional descriptions set forth in our written proposal to you, or their functional equivalent. Future functionality may be updated, modified, or otherwise enhanced through our maintenance and support services, and the governing functional descriptions for such future functionality will be set forth in our then-current Documentation.
- **"Defined Users"** means the number of users that are authorized to use the SaaS Services. The Defined Users for the Agreement are as identified in the Investment Summary. If Exhibit A contains Enterprise Permitting & Licensing labeled software, defined users mean the maximum number of named users that are authorized to use the Enterprise Permitting & Licensing labeled modules as indicated in the Investment Summary.
- **"Developer"** means a third party who owns the intellectual property rights to Third Party Software.
- **"Documentation"** means any online or written documentation related to the use or functionality of the Tyler Software that we provide or otherwise make available to you, including instructions, user guides, manuals and other training or self-help documentation.
- **"Effective Date"** means the date by which both your and our authorized representatives have signed the Agreement.
- **"Force Majeure"** means an event beyond the reasonable control of you or us, including, without limitation, governmental action, war, riot or civil commotion, fire, natural disaster, or any other cause that could not with reasonable diligence be foreseen or prevented by you or us.
- **"Investment Summary"** means the agreed upon cost proposal for the products and services attached as Exhibit A.



- **“Invoicing and Payment Policy”** means the invoicing and payment policy. A copy of our current Invoicing and Payment Policy is attached as Exhibit B.
- **“Order Form”** means an ordering document that includes a quote or investment summary and specifying the items to be provided by Tyler to Client, including any addenda and supplements thereto.
- **“SaaS Fees”** means the fees for the SaaS Services identified in the Investment Summary.
- **“SaaS Services”** means software as a service consisting of system administration, system management, and system monitoring activities that Tyler performs for the Tyler Software, and includes the right to access and use the Tyler Software, receive maintenance and support on the Tyler Software, including Downtime resolution under the terms of the SLA, and Data storage and archiving. SaaS Services do not include support of an operating system or hardware, support outside of our normal business hours, or training, consulting or other professional services.
- **“SLA”** means the service level agreement. A copy of our current SLA is attached hereto as Exhibit C.
- **“Support Call Process”** means the support call process applicable to all of our customers who have licensed the Tyler Software. A copy of our current Support Call Process is attached as Schedule 1 to Exhibit C.
- **“Third Party Hardware”** means the third party hardware, if any, identified in the Investment Summary.
- **“Third Party Products”** means the Third Party Software and Third Party Hardware.
- **“Third Party SaaS Services”** means software as a service provided by a third party, if any, identified in the Investment Summary.
- **“Third Party Services”** means the third party services, if any, identified in the Investment Summary.
- **“Third Party Software”** means the third party software, if any, identified in the Investment Summary.
- **“Third Party Terms”** means, if any, the end user license agreement(s) or similar terms for the Third Party Products or other parties’ products or services, as applicable, and attached or indicated at Exhibit D.
- **“Tyler”** means Tyler Technologies, Inc., a Delaware corporation.
- **“Tyler Software”** means our proprietary software, including any integrations, custom modifications, and/or other related interfaces identified in the Investment Summary and licensed by us to you through this Agreement.
- **“we”, “us”, “our”** and similar terms mean Tyler.
- **“you”** and similar terms mean Client.

SECTION B – SAAS SERVICES

1. Rights Granted. We grant to you the non-exclusive, non-assignable limited right to use the SaaS Services solely for your internal business purposes for the number of Defined Users only. The Tyler Software will be made available to you according to the terms of the SLA. You acknowledge that we have no delivery obligations and we will not ship copies of the Tyler Software as part of the SaaS Services. You may use the SaaS Services to access updates and enhancements to the Tyler Software, as further described in Section C(9). The foregoing notwithstanding, to the extent we have sold you perpetual licenses for Tyler Software, if and listed in the Investment Summary, for which you are receiving SaaS Services, your rights to use such Tyler Software are perpetual, subject to the terms and conditions of this Agreement including, without limitation, Section B(4). We will make any such

software available to you for download.

2. SaaS Fees. You agree to pay us the SaaS Fees. Those amounts are payable in accordance with our Invoicing and Payment Policy. The SaaS Fees are based on the number of Defined Users and amount of Data Storage Capacity. You may add additional users or additional data storage capacity on the terms set forth in Section H(1). In the event you regularly and/or meaningfully exceed the Defined Users or Data Storage Capacity, we reserve the right to charge you additional fees commensurate with the overage(s).
3. Ownership.
 - 3.1 We retain all ownership and intellectual property rights to the SaaS Services, the Tyler Software, and anything developed by us under this Agreement. You do not acquire under this Agreement any license to use the Tyler Software in excess of the scope and/or duration of the SaaS Services.
 - 3.2 The Documentation is licensed to you and may be used and copied by your employees for internal, non-commercial reference purposes only.
 - 3.3 You retain all ownership and intellectual property rights to the Data. You expressly recognize that except to the extent necessary to carry out our obligations contained in this Agreement, we do not create or endorse any Data used in connection with the SaaS Services.
4. Restrictions. You may not: (a) make the Tyler Software or Documentation resulting from the SaaS Services available in any manner to any third party for use in the third party's business operations; (b) modify, make derivative works of, disassemble, reverse compile, or reverse engineer any part of the SaaS Services; (c) access or use the SaaS Services in order to build or support, and/or assist a third party in building or supporting, products or services competitive to us; or (d) license, sell, rent, lease, transfer, assign, distribute, display, host, outsource, disclose, permit timesharing or service bureau use, or otherwise commercially exploit or make the SaaS Services, Tyler Software, or Documentation available to any third party other than as expressly permitted by this Agreement.
5. Software Warranty. We warrant that the Tyler Software will perform without Defects during the term of this Agreement. If the Tyler Software does not perform as warranted, we will use all reasonable efforts, consistent with industry standards, to cure the Defect in accordance with the maintenance and support process set forth in Section C(9), below, the SLA and our then current Support Call Process.
6. SaaS Services.
 - 6.1 Our SaaS Services are audited at least yearly in accordance with the AICPA's Statement on Standards for Attestation Engagements ("SSAE") No. 21. We have attained, and will maintain, SOC 1 and SOC 2 compliance, or its equivalent, for so long as you are timely paying for SaaS Services. The scope of audit coverage varies for some Tyler Software solutions. Upon execution of a mutually agreeable Non-Disclosure Agreement ("NDA"), we will provide you with a summary of our compliance report(s) or its equivalent. Every year thereafter, for so long as the NDA is in effect and in which you make a written request, we will provide that same information. If our SaaS Services are provided using a 3rd party data center, we will provide available compliance reports for that data center.

- 6.2 You will be hosted on shared hardware in a Tyler data center or in a third-party data center. In either event, databases containing your Data will be dedicated to you and inaccessible to our other customers.
- 6.3 Our Tyler data centers have fully-redundant telecommunications access, electrical power, and the required hardware to provide access to the Tyler Software in the event of a disaster or component failure. In the event of a data center failure, we reserve the right to employ our disaster recovery plan for resumption of the SaaS Services. In that event, we commit to a Recovery Point Objective (“RPO”) of 24 hours and a Recovery Time Objective (“RTO”) of 24 hours. RPO represents the maximum duration of time between the most recent recoverable copy of your hosted Data and subsequent data center failure. RTO represents the maximum duration of time following data center failure within which your access to the Tyler Software must be restored.
- 6.4 We conduct annual penetration testing of either the production network and/or web application to be performed. We will maintain industry standard intrusion detection and prevention systems to monitor malicious activity in the network and to log and block any such activity. We will provide you with a written or electronic record of the actions taken by us in the event that any unauthorized access to your database(s) is detected as a result of our security protocols. We will undertake an additional security audit, on terms and timing to be mutually agreed to by the parties, at your written request. You may not attempt to bypass or subvert security restrictions in the SaaS Services or environments related to the Tyler Software. Unauthorized attempts to access files, passwords or other confidential information, and unauthorized vulnerability and penetration test scanning of our network and systems (hosted or otherwise) is prohibited without the prior written approval of our IT Security Officer.
- 6.5 We test our disaster recovery plan on an annual basis. Our standard test is not client-specific. Should you request a client-specific disaster recovery test, we will work with you to schedule and execute such a test on a mutually agreeable schedule. At your written request, we will provide test results to you within a commercially reasonable timeframe after receipt of the request.
- 6.6 We will be responsible for importing back-up and verifying that you can log-in. You will be responsible for running reports and testing critical processes to verify the returned Data.
- 6.7 We provide secure Data transmission paths between each of your workstations and our servers.
- 6.8 Tyler data centers are accessible only by authorized personnel with a unique key entry. All other visitors to Tyler data centers must be signed in and accompanied by authorized personnel. Entry attempts to the data center are regularly audited by internal staff and external auditors to ensure no unauthorized access.
- 6.9 Where applicable with respect to our applications that take or process card payment data, we are responsible for the security of cardholder data that we possess, including functions relating to storing, processing, and transmitting of the cardholder data and affirm that, as of the Effective Date, we comply with applicable requirements to be considered PCI DSS compliant and have performed the necessary steps to validate compliance with the PCI DSS. We agree to

supply the current status of our PCI DSS compliance program in the form of an official Attestation of Compliance, which can be found at <https://www.tylertech.com/about-us/compliance>, and in the event of any change in our status, will comply with applicable notice requirements.

SECTION C – PROFESSIONAL SERVICES

1. Professional Services. We will provide you the various implementation-related services itemized in the Investment Summary.
2. Professional Services Fees. You agree to pay us the professional services fees in the amounts set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy. You acknowledge that the fees stated in the Investment Summary are good-faith estimates of the amount of time and materials required for your implementation. We will bill you the actual fees incurred based on the in-scope services provided to you. Any discrepancies in the total values set forth in the Investment Summary will be resolved by multiplying the applicable hourly rate by the quoted hours.
3. Additional Services. The Investment Summary contains the scope of services and related costs (including programming and/or interface estimates) required for the project based on our understanding of the specifications you supplied. If additional work is required, or if you use or request additional services, we will provide you with an addendum or change order, as applicable, outlining the costs for the additional work. The price quotes in the addendum or change order will be valid for thirty (30) days from the date of the quote.
4. Cancellation. If you cancel services less than four (4) weeks in advance (other than for Force Majeure or breach by us), you will be liable for all (a) daily fees associated with cancelled professional services if we are unable to reassign our personnel and (b) any non-refundable travel expenses already incurred by us on your behalf. We will make all reasonable efforts to reassign personnel in the event you cancel within four (4) weeks of scheduled commitments.
5. Services Warranty. We will perform the services in a professional, workmanlike manner, consistent with industry standards. In the event we provide services that do not conform to this warranty, we will re-perform such services at no additional cost to you.
6. Site Access and Requirements. At no cost to us, you agree to provide us with full and free access to your personnel, facilities, and equipment as may be reasonably necessary for us to provide implementation services, subject to any reasonable security protocols or other written policies provided to us as of the Effective Date, and thereafter as mutually agreed to by you and us.
7. Background Checks. For at least the past twelve (12) years, all of our employees have undergone criminal background checks prior to hire. All employees sign our confidentiality agreement and security policies.
8. Client Assistance. You acknowledge that the implementation of the Tyler Software is a cooperative process requiring the time and resources of your personnel. You agree to use all reasonable efforts to cooperate with and assist us as may be reasonably required to meet the agreed upon project deadlines and other milestones for implementation. This cooperation includes at least working with

us to schedule the implementation-related services outlined in this Agreement. We will not be liable for failure to meet any deadlines and milestones when such failure is due to Force Majeure or to the failure by your personnel to provide such cooperation and assistance (either through action or omission).

9. Maintenance and Support. For so long as you timely pay your SaaS Fees according to the Invoicing and Payment Policy, then in addition to the terms set forth in the SLA and the Support Call Process, we will:

9.1 perform our maintenance and support obligations in a professional, good, and workmanlike manner, consistent with industry standards, to resolve Defects in the Tyler Software (subject to any applicable release life cycle policy);

9.2 provide support during our established support hours;

9.3 maintain personnel that are sufficiently trained to be familiar with the Tyler Software and Third Party Software, if any, in order to provide maintenance and support services;

9.4 make available to you all releases to the Tyler Software (including updates and enhancements) that we make generally available without additional charge to customers who have a maintenance and support agreement in effect; and

9.5 provide non-Defect resolution support of prior releases of the Tyler Software in accordance with any applicable release life cycle policy.

We will use all reasonable efforts to perform support services remotely. Currently, we use a third-party secure unattended connectivity tool called Bomgar, as well as GotoAssist by Citrix. Therefore, you agree to maintain a high-speed internet connection capable of connecting us to your PCs and server(s). You agree to provide us with a login account and local administrative privileges as we may reasonably require to perform remote services. We will, at our option, use the secure connection to assist with proper diagnosis and resolution, subject to any reasonably applicable security protocols. If we cannot resolve a support issue remotely, we may be required to provide onsite services. In such event, we will be responsible for our travel expenses, unless it is determined that the reason onsite support was required was a reason outside our control. Either way, you agree to provide us with full and free access to the Tyler Software, working space, adequate facilities within a reasonable distance from the equipment, and use of machines, attachments, features, or other equipment reasonably necessary for us to provide the maintenance and support services, all at no charge to us. We strongly recommend that you also maintain your VPN for backup connectivity purposes.

For the avoidance of doubt, SaaS Fees do not include the following services: (a) onsite support (unless Tyler cannot remotely correct a Defect in the Tyler Software, as set forth above); (b) application design; (c) other consulting services; or (d) support outside our normal business hours as listed in our then-current Support Call Process. Requested services such as those outlined in this section will be billed to you on a time and materials basis at our then current rates. You must request those services with at least one (1) weeks' advance notice.

SECTION D – THIRD PARTY PRODUCTS

1. Third Party Hardware. We will sell, deliver, and install onsite the Third Party Hardware, if you have purchased any, for the price set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy.
2. Third Party Software. As part of the SaaS Services, you will receive access to the Third Party Software and related documentation for internal business purposes only. Your rights to the Third Party Software will be governed by the Third Party Terms.
3. Third Party Products Warranties.
 - 3.1 We are authorized by each Developer to grant access to the Third Party Software.
 - 3.2 The Third Party Hardware will be new and unused, and upon payment in full, you will receive free and clear title to the Third Party Hardware.
 - 3.3 You acknowledge that we are not the manufacturer of the Third Party Products. We do not warrant or guarantee the performance of the Third Party Products. However, we grant and pass through to you any warranty that we may receive from the Developer or supplier of the Third Party Products.
4. Third Party Services. If you have purchased Third Party Services, those services will be provided independent of Tyler by such third-party at the rates set forth in the Investment Summary and in accordance with our Invoicing and Payment Policy.

SECTION E - INVOICING AND PAYMENT; INVOICE DISPUTES

1. Invoicing and Payment. We will invoice you the SaaS Fees and fees for other professional services in the Investment Summary per our Invoicing and Payment Policy, subject to Section E(2).
2. Invoice Disputes. If you believe any delivered software or service does not conform to the warranties in this Agreement, you will provide us with written notice within thirty (30) days of your receipt of the applicable invoice. The written notice must contain reasonable detail of the issues you contend are in dispute so that we can confirm the issue and respond to your notice with either a justification of the invoice, an adjustment to the invoice, or a proposal addressing the issues presented in your notice. We will work with you as may be necessary to develop an action plan that outlines reasonable steps to be taken by each of us to resolve any issues presented in your notice. You may withhold payment of the amount(s) actually in dispute, and only those amounts, until we complete the action items outlined in the plan. If we are unable to complete the action items outlined in the action plan because of your failure to complete the items agreed to be done by you, then you will remit full payment of the invoice. We reserve the right to suspend delivery of all SaaS Services, including maintenance and support services, if you fail to pay an invoice not disputed as described above within fifteen (15) days of notice of our intent to do so.

SECTION F – TERM AND TERMINATION

1. Term. The initial term of this Agreement for SaaS Services in Exhibit A, shall commence on the first day of the fourth month following the Effective Date through June 30, 2029, unless earlier terminated as set forth below. Annual renewals shall be for the period July 1st through June 30th.

Upon expiration of the initial term, this Agreement will renew automatically for additional one (1) year renewal terms at our then-current SaaS Fees unless terminated in writing by either party at least sixty (60) days prior to the end of the then-current renewal term. Your right to access or use the Tyler Software and the SaaS Services will terminate at the end of this Agreement.

2. Termination. This Agreement may be terminated as set forth below. In the event of termination, you will pay us for all undisputed fees and expenses related to the software, products, and/or services you have received, or we have incurred or delivered, prior to the effective date of termination. Disputed fees and expenses in all terminations other than your termination for cause must have been submitted as invoice disputes in accordance with Section E(2).

- 2.1 Failure to Pay SaaS Fees. You acknowledge that continued access to the SaaS Services is contingent upon your timely payment of SaaS Fees. If you fail to timely pay the SaaS Fees, we may discontinue the SaaS Services and deny your access to the Tyler Software. We may also terminate this Agreement if you don't cure such failure to pay within forty-five (45) days of receiving written notice of our intent to terminate.

- 2.2 For Cause. If you believe we have materially breached this Agreement, you will invoke the Dispute Resolution clause set forth in Section H(3). You may terminate this Agreement for cause in the event we do not cure, or create a mutually agreeable action plan to address, a material breach of this Agreement within the thirty (30) day window set forth in Section H(3).

- 2.3 Force Majeure. Either party has the right to terminate this Agreement if a Force Majeure event suspends performance of the SaaS Services for a period of forty-five (45) days or more.

- 2.4 Lack of Appropriations. If you should not appropriate or otherwise make available funds sufficient to utilize the SaaS Services, you may unilaterally terminate this Agreement upon thirty (30) days written notice to us. You will not be entitled to a refund or offset of previously paid, but unused SaaS Fees. You agree not to use termination for lack of appropriations as a substitute for termination for convenience.

SECTION G – INDEMNIFICATION, LIMITATION OF LIABILITY AND INSURANCE

1. Intellectual Property Infringement Indemnification.

- 1.1 We will defend you against any third party claim(s) that the Tyler Software or Documentation infringes that third party's patent, copyright, or trademark, or misappropriates its trade secrets, and will pay the amount of any resulting adverse final judgment (or settlement to which we consent). You must notify us promptly in writing of the claim and give us sole control over its defense or settlement. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.

- 1.2 Our obligations under this Section G(1) will not apply to the extent the claim or adverse final judgment is based on your use of the Tyler Software in contradiction of this Agreement, including with non-licensed third parties, or your willful infringement.

- 1.3 If we receive information concerning an infringement or misappropriation claim related to the Tyler Software, we may, at our expense and without obligation to do so, either: (a) procure for

you the right to continue its use; (b) modify it to make it non-infringing; or (c) replace it with a functional equivalent, in which case you will stop running the allegedly infringing Tyler Software immediately. Alternatively, we may decide to litigate the claim to judgment, in which case you may continue to use the Tyler Software consistent with the terms of this Agreement.

1.4 If an infringement or misappropriation claim is fully litigated and your use of the Tyler Software is enjoined by a court of competent jurisdiction, in addition to paying any adverse final judgment (or settlement to which we consent), we will, at our option, either: (a) procure the right to continue its use; (b) modify it to make it non-infringing; or (c) replace it with a functional equivalent. This section provides your exclusive remedy for third party copyright, patent, or trademark infringement and trade secret misappropriation claims.

2. General Indemnification.

2.1 We will indemnify and hold harmless you and your agents, officials, and employees from and against any and all third-party claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) for (a) personal injury or property damage to the extent caused by our negligence or willful misconduct; or (b) our violation of PCI-DSS requirements or a law applicable to our performance under this Agreement. You must notify us promptly in writing of the claim and give us sole control over its defense or settlement. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.

2.2 To the extent permitted by applicable law, you will indemnify and hold harmless us and our agents, officials, and employees from and against any and all third-party claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) for (a) personal injury or property damage to the extent caused by your negligence or willful misconduct; or (b) your violation of a law applicable to your performance under this Agreement. We will notify you promptly in writing of the claim and will give you sole control over its defense or settlement. We agree to provide you with reasonable assistance, cooperation, and information in defending the claim at your expense.

3. **DISCLAIMER. EXCEPT FOR THE EXPRESS WARRANTIES PROVIDED IN THIS AGREEMENT AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE HEREBY DISCLAIM ALL OTHER WARRANTIES AND CONDITIONS, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES, DUTIES, OR CONDITIONS OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. CLIENT UNDERSTANDS AND AGREES THAT TYLER DISCLAIMS ANY LIABILITY FOR ERRORS THAT RELATE TO USER ERROR.**

4. **LIMITATION OF LIABILITY. EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS AGREEMENT, OUR LIABILITY FOR DAMAGES ARISING OUT OF THIS AGREEMENT, WHETHER BASED ON A THEORY OF CONTRACT OR TORT, INCLUDING NEGLIGENCE AND STRICT LIABILITY, SHALL BE LIMITED TO YOUR ACTUAL DIRECT DAMAGES, NOT TO EXCEED (A) DURING THE INITIAL TERM, AS SET FORTH IN SECTION F(1), TOTAL FEES PAID AS OF THE TIME OF THE CLAIM; OR (B) DURING ANY RENEWAL TERM, THE THEN-CURRENT ANNUAL SAAS FEES PAYABLE IN THAT RENEWAL TERM. THE PARTIES ACKNOWLEDGE AND AGREE THAT THE PRICES SET FORTH IN THIS AGREEMENT ARE SET IN RELIANCE UPON THIS LIMITATION OF LIABILITY AND TO THE MAXIMUM EXTENT ALLOWED UNDER APPLICABLE LAW, THE EXCLUSION OF CERTAIN DAMAGES, AND EACH SHALL APPLY REGARDLESS**

OF THE FAILURE OF AN ESSENTIAL PURPOSE OF ANY REMEDY. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO CLAIMS THAT ARE SUBJECT TO SECTIONS G(1) AND G(2).

5. **EXCLUSION OF CERTAIN DAMAGES.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL WE BE LIABLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
6. **Insurance.** During the course of performing services under this Agreement, we agree to maintain the following levels of insurance: (a) Commercial General Liability of at least \$1,000,000; (b) Automobile Liability of at least \$1,000,000; (c) Professional Liability of at least \$1,000,000; (d) Workers Compensation complying with applicable statutory requirements; and (e) Excess/Umbrella Liability of at least \$5,000,000. We will add you as an additional insured to our Commercial General Liability and Automobile Liability policies, which will automatically add you as an additional insured to our Excess/Umbrella Liability policy as well. We will provide you with copies of certificates of insurance upon your written request.

SECTION H – GENERAL TERMS AND CONDITIONS

1. **Additional Products and Services.** You may purchase additional products and services at the rates set forth in the Investment Summary for twelve (12) months from the Effective Date by executing a mutually agreed addendum. If no rate is provided in the Investment Summary, or those twelve (12) months have expired, you may purchase additional products and services at our then-current list price, also by executing a mutually agreed addendum. The terms of this Agreement will control any such additional purchase(s), unless otherwise specifically provided in the addendum.
2. **Optional Items.** Pricing for any listed optional products and services in the Investment Summary will be valid for twelve (12) months from the Effective Date.
3. **Dispute Resolution.** You agree to provide us with written notice within thirty (30) days of becoming aware of a dispute. You agree to cooperate with us in trying to reasonably resolve all disputes, including, if requested by either party, appointing a senior representative to meet and engage in good faith negotiations with our appointed senior representative. Senior representatives will convene within thirty (30) days of the written dispute notice, unless otherwise agreed. All meetings and discussions between senior representatives will be deemed confidential settlement discussions not subject to disclosure under Federal Rule of Evidence 408 or any similar applicable state rule. If we fail to resolve the dispute, then the parties shall participate in non-binding mediation in an effort to resolve the dispute. If the dispute remains unresolved after mediation, then either of us may assert our respective rights and remedies in a court of competent jurisdiction. Nothing in this section shall prevent you or us from seeking necessary injunctive relief during the dispute resolution procedures.
4. **Taxes.** The fees in the Investment Summary do not include any taxes, including, without limitation, sales, use, or excise tax. If you are a tax-exempt entity, you agree to provide us with a tax-exempt certificate. Otherwise, we will pay all applicable taxes to the proper authorities and you will reimburse us for such taxes. If you have a valid direct-pay permit, you agree to provide us with a copy. For clarity, we are responsible for paying our income taxes, both federal and state, as applicable, arising from our performance of this Agreement.

5. Nondiscrimination. We will not discriminate against any person employed or applying for employment concerning the performance of our responsibilities under this Agreement. This discrimination prohibition will apply to all matters of initial employment, tenure, and terms of employment, or otherwise with respect to any matter directly or indirectly relating to employment concerning race, color, religion, national origin, age, sex, sexual orientation, ancestry, disability that is unrelated to the individual's ability to perform the duties of a particular job or position, height, weight, marital status, or political affiliation. We will post, where appropriate, all notices related to nondiscrimination as may be required by applicable law.
6. E-Verify. We have complied, and will comply, with the E-Verify procedures administered by the U.S. Citizenship and Immigration Services Verification Division for all of our employees assigned to your project.
7. Subcontractors. We will not subcontract any services under this Agreement without your prior written consent, not to be unreasonably withheld.
8. Binding Effect; No Assignment. This Agreement shall be binding on, and shall be for the benefit of, either your or our successor(s) or permitted assign(s). Neither party may assign this Agreement without the prior written consent of the other party; provided, however, your consent is not required for an assignment by us as a result of a corporate reorganization, merger, acquisition, or purchase of substantially all of our assets.
9. Force Majeure. Except for your payment obligations, neither party will be liable for delays in performing its obligations under this Agreement to the extent that the delay is caused by Force Majeure; provided, however, that within ten (10) business days of the Force Majeure event, the party whose performance is delayed provides the other party with written notice explaining the cause and extent thereof, as well as a request for a reasonable time extension equal to the estimated duration of the Force Majeure event.
10. No Intended Third Party Beneficiaries. This Agreement is entered into solely for the benefit of you and us. No third party will be deemed a beneficiary of this Agreement, and no third party will have the right to make any claim or assert any right under this Agreement. This provision does not affect the rights of third parties under any Third Party Terms.
11. Entire Agreement; Amendment. This Agreement represents the entire agreement between you and us with respect to the subject matter hereof, and supersedes any prior agreements, understandings, and representations, whether written, oral, expressed, implied, or statutory. Purchase orders submitted by you, if any, are for your internal administrative purposes only, and the terms and conditions contained in those purchase orders will have no force or effect. This Agreement may only be modified by a written amendment signed by an authorized representative of each party.
12. Severability. If any term or provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement will be considered valid and enforceable to the fullest extent permitted by law.
13. No Waiver. In the event that the terms and conditions of this Agreement are not strictly enforced by either party, such non-enforcement will not act as or be deemed to act as a waiver or

modification of this Agreement, nor will such non-enforcement prevent such party from enforcing each and every term of this Agreement thereafter.

14. Independent Contractor. We are an independent contractor for all purposes under this Agreement.
15. Notices. All notices or communications required or permitted as a part of this Agreement, such as notice of an alleged material breach for a termination for cause or a dispute that must be submitted to dispute resolution, must be in writing and will be deemed delivered upon the earlier of the following: (a) actual receipt by the receiving party; (b) upon receipt by sender of a certified mail, return receipt signed by an employee or agent of the receiving party; (c) upon receipt by sender of proof of email delivery; or (d) if not actually received, five (5) days after deposit with the United States Postal Service authorized mail center with proper postage (certified mail, return receipt requested) affixed and addressed to the other party at the address set forth on the signature page hereto or such other address as the party may have designated by proper notice. The consequences for the failure to receive a notice due to improper notification by the intended receiving party of a change in address will be borne by the intended receiving party.
16. Client Lists. You agree that we may identify you by name in client lists, marketing presentations, and promotional materials.
17. Confidentiality. Both parties recognize that their respective employees and agents, in the course of performance of this Agreement, may be exposed to confidential information and that disclosure of such information could violate rights to private individuals and entities, including the parties. Confidential information is nonpublic information that a reasonable person would believe to be confidential and includes, without limitation, personal identifying information (*e.g.*, social security numbers) and trade secrets, each as defined by applicable state law. Each party agrees that it will not disclose any confidential information of the other party and further agrees to take all reasonable and appropriate action to prevent such disclosure by its employees or agents. The confidentiality covenants contained herein will survive the termination or cancellation of this Agreement. This obligation of confidentiality will not apply to information that:
 - (a) is in the public domain, either at the time of disclosure or afterwards, except by breach of this Agreement by a party or its employees or agents;
 - (b) a party can establish by reasonable proof was in that party's possession at the time of initial disclosure;
 - (c) a party receives from a third party who has a right to disclose it to the receiving party; or
 - (d) is the subject of a legitimate disclosure request under the open records laws or similar applicable public disclosure laws governing this Agreement; provided, however, that in the event you receive an open records or other similar applicable request, you will give us prompt notice and otherwise perform the functions required by applicable law.
18. Quarantining of Client Data. Some services provided by Tyler require us to be in possession of your Data. In the event we detect malware or other conditions associated with your Data that are reasonably suspected of putting Tyler resources or other Tyler clients' data at risk, we reserve the absolute right to move your Data from its location within a multi-tenancy Tyler hosted environment to an isolated "quarantined" environment without advance notice. Your Data will remain in such quarantine for a period of at least six (6) months during which time we will review the Data, and all traffic associated with the Data, for signs of malware or other similar issues. If no issues are detected through such reviews during the six (6) month period of quarantine, we will coordinate

with you the restoration of your Data to a non-quarantined environment. In the event your Data must remain in quarantine beyond this six (6) month period through no fault of Tyler's, we reserve the right to require payment of additional fees for the extended duration of quarantine. We will provide an estimate of what those costs will be upon your request.

19. Business License. In the event a local business license is required for us to perform services hereunder, you will promptly notify us and provide us with the necessary paperwork and/or contact information so that we may timely obtain such license.
20. Governing Law. This Agreement will be governed by and construed in accordance with the laws of your state of domicile, without regard to its rules on conflicts of law.
21. Multiple Originals and Authorized Signatures. This Agreement may be executed in multiple originals, any of which will be independently treated as an original document. Any electronic, faxed, scanned, photocopied, or similarly reproduced signature on this Agreement or any amendment hereto will be deemed an original signature and will be fully enforceable as if an original signature. Each party represents to the other that the signatory set forth below is duly authorized to bind that party to this Agreement.
22. Cooperative Procurement. To the maximum extent permitted by applicable law, we agree that this Agreement may be used as a cooperative procurement vehicle by eligible jurisdictions. We reserve the right to negotiate and customize the terms and conditions set forth herein, including but not limited to pricing, to the scope and circumstances of that cooperative procurement.
23. Data & Insights Solution Terms. Your use of certain Tyler solutions includes Tyler's Data & Insights data platform. Your rights, and the rights of any of your end users, to use Tyler's Data & Insights data platform is subject to the Data & Insights SaaS Services Terms of Service, available at <https://www.tylertech.com/terms/data-insights-saas-services-terms-of-service>. By signing a Tyler Agreement or Order Form, or accessing, installing, or using any of the Tyler solutions listed at the linked terms, you certify that you have reviewed, understand, and agree to said terms.
24. Contract Documents. This Agreement includes the following exhibits:

Exhibit A	Investment Summary
Exhibit B	Invoicing and Payment Policy
	Schedule 1: Business Travel Policy
Exhibit C	Service Level Agreement
	Schedule 1: Support Call Process
Exhibit D	Third Party Terms

IN WITNESS WHEREOF, a duly authorized representative of each party has executed this Agreement as of the date(s) set forth below.

Tyler Technologies, Inc.

City of Columbia, South Carolina

By: _____

By: _____



Name: _____

Title: _____

Date: _____

Address for Notices:

Tyler Technologies, Inc.

One Tyler Drive

Yarmouth, ME 04096

Attention: Chief Legal Officer

Name: _____

Title: _____

Date: _____

Address for Notices:

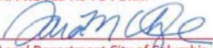
City of Columbia

1136 Washington Street, Columbia City Hall

Columbia, South Carolina 29217-0147

Attention: _____

APPROVED AS TO FORM


Legal Department City of Columbia, SC

10/03/2024



Exhibit A

Investment Summary

The following Investment Summary details the software and services to be delivered by us to you under the Agreement. This Investment Summary is effective as of the Effective Date, despite any expiration date in the Investment Summary that may have lapsed as of the Effective Date.

Tyler sales quotation inserted on the following pages.

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Exhibit B

Invoicing and Payment Policy

We will provide you with the software and services set forth in the Investment Summary of the Agreement. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

Invoicing: We will invoice you for the applicable software and services in the Investment Summary as set forth below. Your rights to dispute any invoice are set forth in the Agreement.

1. **SaaS Fees.** SaaS Fees are invoiced on an annual basis, beginning on the commencement of the initial term as set forth in Section F (1) of this Agreement. Your annual SaaS fees for the initial term are set forth in the Investment Summary. Upon expiration of the initial term, your annual SaaS fees will be at our then-current rates.

For the avoidance of doubt, SaaS Fees for the initial term shall be invoiced as follows:

Year	SaaS Fees
One Term Commencement through 6/30/25	Pro-rated (determined by date of commencement)
Two Term: 7/1/25-6/30/26	\$ 362,866
Three Term: 7/1/26-6/30/27	\$ 362,866
Four Term: 7/1/27-6/30/28	\$ 362,866
Five Term: 7/1/28-6/30/29	\$ 362,866

2. **Other Tyler Software and Services.**
 - 2.1 *Implementation and Other Professional Services (including training):* Implementation and other professional services (including training) are billed and invoiced as delivered, at the rates set forth in the Investment Summary.
 - 2.2 *Consulting Services:* If you have purchased any Business Process Consulting services, if they have been quoted as fixed-fee services, they will be invoiced 50% upon your acceptance of the Best Practice Recommendations, by module, and 50% upon your acceptance of custom desktop procedures, by module. If you have purchased any Business Process Consulting services and they are quoted as an estimate, then we will bill you the actual services delivered on a time and materials basis.
 - 2.3 *Conversions:* Fixed-fee conversions are invoiced 50% upon initial delivery of the converted Data, by conversion option, and 50% upon Client acceptance to load the converted Data into Live/Production environment, by conversion option. Where conversions are quoted as estimated, we will bill you the actual services delivered on a time and materials basis.
 - 2.4 *Requested Modifications to the Tyler Software:* Requested modifications to the Tyler



- Software are invoiced 50% upon delivery of specifications and 50% upon delivery of the applicable modification. You must report any failure of the modification to conform to the specifications within thirty (30) days of delivery; otherwise, the modification will be deemed to be in compliance with the specifications after the 30-day window has passed. You may still report Defects to us as set forth in this Agreement.
- 2.5 *Other Fixed Price Services*: Other fixed price services are invoiced as delivered, at the rates set forth in the Investment Summary. For the avoidance of doubt, where “Project Planning Services” are provided, payment will be due upon delivery of the Implementation Planning document. Dedicated Project Management services, if any, will be billed monthly in arrears, beginning on the first day of the month immediately following initiation of project planning.
- 2.6 *Other Fixed Price Services*: Other fixed price services are invoiced as delivered, at the rates set forth in the Investment Summary. For the avoidance of doubt, where “Project Planning Services” are provided, payment will be due upon delivery of the Implementation Planning document. Dedicated Project Management services, if any, will be billed monthly in arrears, beginning on the first day of the month immediately following initiation of project planning.
- 2.7 *Web Services*: Annual fees for web services are payable in advance, commencing upon the availability of the service. Your annual fees for the initial term are set forth in the Investment Summary. Upon expiration of the initial term, your annual fees will be at our then-current rates.
- 2.8 *Annual Services*: Unless otherwise indicated in this Exhibit B, fees for annual services are due annually, in advance, commencing on the availability of the service. Your annual fees for the initial term are set forth in the Investment Summary. Upon expiration of the initial term, your annual fees will be at our then-current rates.
3. Third Party Products and Hardware.
- 3.1 *Third Party Software License Fees*: License fees for Third Party Software, if any, are invoiced when we make it available to you for downloading.
- 3.2 *Third Party Software Maintenance*: The first year maintenance fee for the Third Party Software is invoiced when we make it available to you for downloading. Subsequent annual maintenance fees for Third Party Software are invoiced annually, in advance, at then-current rates, upon each anniversary thereof.
- 3.3 *Hardware*: Third Party Hardware costs, if any, are invoiced upon delivery.
- 3.4 *Hardware Maintenance*: The first year maintenance fee for Hardware is invoiced upon delivery of the hardware. Subsequent annual maintenance fees for hardware are invoiced annually, in advance, at then-current rates, upon each anniversary thereof.
- 3.5 *Third Party Services*: Fees for Third Party Services, if any, are invoiced as delivered, along with applicable expenses, at the rates set forth in the Investment Summary.
- 3.6 *Third Party SaaS*: Third Party SaaS Services fees, if any, are invoiced annually, in advance, commencing with availability of the respective Third Party SaaS Services. Pricing for the first year of Third Party SaaS Services is indicated in the Investment Summary. Pricing for subsequent years will be at the respective third party’s then-current rates.
4. Transaction Fees. Unless paid directly by an end user at the time of transaction, per transaction (call, message, etc.) fees are invoiced on a quarterly basis. Fees are indicated in the Investment Summary and may be increased by Tyler upon notice of no less than thirty (30) days.
5. Expenses. The service rates in the Investment Summary do not include travel expenses. Expenses for Tyler delivered services will be billed as incurred and only in accordance with our

then-current Business Travel Policy, plus a 10% travel agency processing fee. Our current Business Travel Policy is attached to this Exhibit B as Schedule 1. Copies of receipts will be provided upon request; we reserve the right to charge you an administrative fee depending on the extent of your requests. Receipts for miscellaneous items less than twenty-five dollars and mileage logs are not available.

6. Credit for Prepaid Maintenance and Support Fees for Tyler Software. Client will receive a credit for the maintenance and support fees prepaid for the Tyler Software for the time period commencing on the first day of the SaaS Term.

Payment. Payment for undisputed invoices is due within forty-five (45) days of the invoice date. We prefer to receive payments electronically. Our electronic payment information is available by contacting AR@tylertech.com.



Exhibit B
Schedule 1
Business Travel Policy

1. Air Travel

A. Reservations & Tickets

The Travel Management Company (TMC) used by Tyler will provide an employee with a direct flight within two hours before or after the requested departure time, assuming that flight does not add more than three hours to the employee's total trip duration and the fare is within \$100 (each way) of the lowest logical fare. If a net savings of \$200 or more (each way) is possible through a connecting flight that is within two hours before or after the requested departure time and that does not add more than three hours to the employee's total trip duration, the connecting flight should be accepted.

Employees are encouraged to make advanced reservations to take full advantage of discount opportunities. Employees should use all reasonable efforts to make travel arrangements at least two (2) weeks in advance of commitments. A seven (7) day advance booking requirement is mandatory. When booking less than seven (7) days in advance, management approval will be required.

Except in the case of international travel where a segment of continuous air travel is six (6) or more consecutive hours in length, only economy or coach class seating is reimbursable. Employees shall not be reimbursed for "Basic Economy Fares" because these fares are non-refundable and have many restrictions that outweigh the cost-savings.

B. Baggage Fees

Reimbursement of personal baggage charges are based on trip duration as follows:

- Up to five (5) days = one (1) checked bag
- Six (6) or more days = two (2) checked bags

Baggage fees for sports equipment are not reimbursable.



2. Ground Transportation

A. Private Automobile

Mileage Allowance – Business use of an employee's private automobile will be reimbursed at the current IRS allowable rate, plus out of pocket costs for tolls and parking. Mileage will be calculated by using the employee's office as the starting and ending point, in compliance with IRS regulations. Employees who have been designated a home office should calculate miles from their home.

B. Rental Car

Employees are authorized to rent cars only in conjunction with air travel when cost, convenience, and the specific situation reasonably require their use. When renting a car for Tyler business, employees should select a "mid-size" or "intermediate" car. "Full" size cars may be rented when three or more employees are traveling together. Tyler carries leased vehicle coverage for business car rentals; except for employees traveling to Alaska and internationally (excluding Canada), additional insurance on the rental agreement should be declined.

C. Public Transportation

Taxi or airport limousine services may be considered when traveling in and around cities or to and from airports when less expensive means of transportation are unavailable or impractical. The actual fare plus a reasonable tip (15-18%) are reimbursable. In the case of a free hotel shuttle to the airport, tips are included in the per diem rates and will not be reimbursed separately.

D. Parking & Tolls

When parking at the airport, employees must use longer term parking areas that are measured in days as opposed to hours. Park and fly options located near some airports may also be used. For extended trips that would result in excessive parking charges, public transportation to/from the airport should be considered. Tolls will be reimbursed when receipts are presented.

3. Lodging

Tyler's TMC will select hotel chains that are well established, reasonable in price, and conveniently located in relation to the traveler's work assignment. Typical hotel chains include Courtyard, Fairfield Inn, Hampton Inn, and Holiday Inn Express. If the employee has a discount rate with a local hotel, the hotel reservation should note that discount and the employee should confirm the lower rate with the hotel upon arrival. Employee memberships in travel clubs such as AAA should be noted in their travel profiles so that the employee can take advantage of any lower club rates.

"No shows" or cancellation fees are not reimbursable if the employee does not comply with the hotel's cancellation policy.

Tips for maids and other hotel staff are included in the per diem rate and are not reimbursed separately.

Employees are not authorized to reserve non-traditional short-term lodging, such as Airbnb, VRBO, and HomeAway. Employees who elect to make such reservations shall not be reimbursed.

4. Meals and Incidental Expenses

Employee meals and incidental expenses while on travel status within the continental U.S. are in accordance with the federal per diem rates published by the General Services Administration. Incidental expenses include tips to maids, hotel staff, and shuttle drivers and other minor travel expenses. Per diem rates are available at www.gsa.gov/perdiem.

Per diem for Alaska, Hawaii, U.S. protectorates and international destinations are provided separately by the Department of State and will be determined as required.

A. Overnight Travel

For each full day of travel, all three meals are reimbursable. Per diems on the first and last day of a trip are governed as set forth below.

Departure Day

Depart before 12:00 noon	Lunch and dinner
Depart after 12:00 noon	Dinner

Return Day

Return before 12:00 noon	Breakfast
Return between 12:00 noon & 7:00 p.m.	Breakfast and lunch
Return after 7:00 p.m.*	Breakfast, lunch and dinner

*7:00 p.m. is defined as direct travel time and does not include time taken to stop for dinner.

The reimbursement rates for individual meals are calculated as a percentage of the full day per diem as follows:

Breakfast	15%
Lunch	25%
Dinner	60%

B. Same Day Travel

Employees traveling at least 100 miles to a site and returning in the same day are eligible to claim lunch on an expense report. Employees on same day travel status are eligible to claim dinner in the event they return home after 7:00 p.m.*

*7:00 p.m. is defined as direct travel time and does not include time taken to stop for dinner.

5. Internet Access – Hotels and Airports

Employees who travel may need to access their e-mail at night. Many hotels provide free high speed internet access and Tyler employees are encouraged to use such hotels whenever possible. If an employee's hotel charges for internet access it is reimbursable up to \$10.00 per day. Charges for internet access at airports are not reimbursable.

6. International Travel

All international flights with the exception of flights between the U.S. and Canada should be reserved through TMC using the "lowest practical coach fare" with the exception of flights that are six (6) or more consecutive hours in length. In such event, the next available seating class above coach shall be reimbursed.

When required to travel internationally for business, employees shall be reimbursed for photo fees, application fees, and execution fees when obtaining a new passport book, but fees related to passport renewals are not reimbursable. Visa application and legal fees, entry taxes and departure taxes are reimbursable.

The cost of vaccinations that are either required for travel to specific countries or suggested by the U.S. Department of Health & Human Services for travel to specific countries, is reimbursable.

Section 4, Meals & Incidental Expenses, and Section 2.b., Rental Car, shall apply to this section.



Exhibit C

SERVICE LEVEL AGREEMENT

I. Agreement Overview

This SLA operates in conjunction with, and does not supersede or replace any part of, the Agreement. It outlines the information technology service levels that we will provide to you to ensure the availability of the application services that you have requested us to provide. All other support services are documented in the Support Call Process. This SLA does not apply to any Third Party SaaS Services. All other support services are documented in the Support Call Process.

II. Definitions. Except as defined below, all defined terms have the meaning set forth in the Agreement.

Actual Attainment: The percentage of time the Tyler Software is available during a calendar month, calculated as follows: (Service Availability – Downtime) ÷ Service Availability.

Client Error Incident: Any service unavailability resulting from your applications, content or equipment, or the acts or omissions of any of your service users or third-party providers over whom we exercise no control.

Downtime: Those minutes during Service Availability, as defined below, when all users cannot launch, login, search or save primary data in the Tyler Software. Downtime does not include those instances in which only a Defect is present.

Emergency Maintenance Window: (1) maintenance that is required to patch a critical security vulnerability; (2) maintenance that is required to prevent an imminent outage of Service Availability; or (3) maintenance that is mutually agreed upon in writing by Tyler and the Client.

Planned Downtime: Downtime that occurs during a Standard or Emergency Maintenance window.

Service Availability: The total number of minutes in a calendar month that the Tyler Software is capable of receiving, processing, and responding to requests, excluding Planned Downtime, Client Error Incidents, denial of service attacks and Force Majeure. Service Availability only applies to Tyler Software being used in the live production environment.

Standard Maintenance: Routine maintenance to the Tyler Software and infrastructure. Standard Maintenance is limited to five (5) hours per week.

III. **Service Availability**

a. Your Responsibilities

Whenever you experience Downtime, you must make a support call according to the procedures outlined in the Support Call Process. You will receive a support case number.

b. Our Responsibilities



When our support team receives a call from you that Downtime has occurred or is occurring, we will work with you to identify the cause of the Downtime (including whether it may be the result of Planned Downtime, a Client Error Incident, denial of service attack or Force Majeure). We will also work with you to resume normal operations.

c. Client Relief

Our targeted Attainment Goal is 100%. You may be entitled to credits as indicated in the Client Relief Schedule found below. Your relief credit is calculated as a percentage of the SaaS Fees paid for the calendar month.

In order to receive relief credits, you must submit a request through one of the channels listed in our Support Call Process within fifteen days (15) of the end of the applicable month. We will respond to your relief request within thirty (30) day(s) of receipt.

The total credits confirmed by us will be applied to the SaaS Fee for the next billing cycle. Issuing of such credit does not relieve us of our obligations under the Agreement to correct the problem which created the service interruption.

Credits are only payable when Actual Attainment results in eligibility for credits in consecutive months and only for such consecutive months.

Client Relief Schedule	
Actual Attainment	Client Relief
99.99% - 98.00%	Remedial action will be taken
97.99% - 95.00%	4%
Below 95.00%	5%

IV. Maintenance Notifications

We perform Standard Maintenance during limited windows that are historically known to be reliably low-traffic times. If and when maintenance is predicted to occur during periods of higher traffic, we will provide advance notice of those windows and will coordinate to the greatest extent possible with you.

Not all maintenance activities will cause application unavailability. However, if Tyler anticipates that activities during a Standard or Emergency Maintenance window may make the Tyler Software unavailable, we will provide advance notice, as reasonably practicable, that the Tyler Software will be unavailable during the maintenance window.



Exhibit C Schedule 1 Support Call Process

Support Channels

Tyler Technologies, Inc. provides the following channels of software support for authorized users*:

- (1) On-line submission (portal) – for less urgent and functionality-based questions, users may create support incidents through the Tyler Customer Portal available at the Tyler Technologies website. A built-in Answer Panel provides users with resolutions to most “how-to” and configuration-based questions through a simplified search interface with machine learning, potentially eliminating the need to submit the support case.
- (2) Email – for less urgent situations, users may submit emails directly to the software support group.
- (3) Telephone – for urgent or complex questions, users receive toll-free, telephone software support.

** Channel availability may be limited for certain applications.*

Support Resources

A number of additional resources are available to provide a comprehensive and complete support experience:

- (1) Tyler Website – www.tylertech.com – for accessing client tools, documentation, and other information including support contact information.
- (2) Tyler Search -a knowledge based search engine that lets you search multiple sources simultaneously to find the answers you need, 24x7.
- (3) Tyler Community –provides a venue for all Tyler clients with current maintenance agreements to collaborate with one another, share best practices and resources, and access documentation.
- (4) Tyler University – online training courses on Tyler products.

Support Availability

Tyler Technologies support is available during the local business hours of 8 AM to 5 PM (Monday – Friday) across four US time zones (Pacific, Mountain, Central and Eastern). Tyler’s holiday schedule is outlined below. There will be no support coverage on these days.

New Year’s Day	Labor Day
Martin Luther King, Jr. Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Christmas Day



For support teams that provide after-hours service, we will provide you with procedures for contacting support staff after normal business hours for reporting Priority Level 1 Defects only. Upon receipt of such a Defect notification, we will use commercially reasonable efforts to meet the resolution targets set forth below.

We will also make commercially reasonable efforts to be available for one pre-scheduled Saturday of each month to assist your IT staff with applying patches and release upgrades, as well as consulting with them on server maintenance and configuration of the Tyler Software environment.

Incident Handling

Incident Tracking

Every support incident is logged into Tyler's Customer Relationship Management System and given a unique case number. This system tracks the history of each incident. The case number is used to track and reference open issues when clients contact support. Clients may track incidents, using the case number, through Tyler's Customer Portal or by calling software support directly.

Incident Priority

Each incident is assigned a priority level, which corresponds to the Client's needs. Tyler and the Client will reasonably set the priority of the incident per the chart below. This chart is not intended to address every type of support incident, and certain "characteristics" may or may not apply depending on whether the Tyler software has been deployed on customer infrastructure or the Tyler cloud. The goal is to help guide the Client towards clearly understanding and communicating the importance of the issue and to describe generally expected response and resolution targets in the production environment only.

References to a "confirmed support incident" mean that Tyler and the Client have successfully validated the reported Defect/support incident.

Priority Level	Characteristics of Support Incident	Resolution Targets*
1 Critical	Support incident that causes (a) complete application failure or application unavailability; (b) application failure or unavailability in one or more of the client's remote location; or (c) systemic loss of multiple essential system functions.	Tyler shall provide an initial response to Priority Level 1 incidents within one (1) business hour of receipt of the incident. Once the incident has been confirmed, Tyler shall use commercially reasonable efforts to resolve such support incidents or provide a circumvention procedure within one (1) business day. For non-hosted customers, Tyler's responsibility for lost or corrupted data is limited to assisting the Client in restoring its last available database.

Priority Level	Characteristics of Support Incident	Resolution Targets*
2 High	Support incident that causes (a) repeated, consistent failure of essential functionality affecting more than one user or (b) loss or corruption of data.	Tyler shall provide an initial response to Priority Level 2 incidents within four (4) business hours of receipt of the incident. Once the incident has been confirmed, Tyler shall use commercially reasonable efforts to resolve such support incidents or provide a circumvention procedure within ten (10) business days. For non-hosted customers, Tyler's responsibility for loss or corrupted data is limited to assisting the Client in restoring its last available database.
3 Medium	Priority Level 1 incident with an existing circumvention procedure, or a Priority Level 2 incident that affects only one user or for which there is an existing circumvention procedure.	Tyler shall provide an initial response to Priority Level 3 incidents within one (1) business day of receipt of the incident. Once the incident has been confirmed, Tyler shall use commercially reasonable efforts to resolve such support incidents without the need for a circumvention procedure with the next published maintenance update or service pack, which shall occur at least quarterly. For non-hosted customers, Tyler's responsibility for lost or corrupted data is limited to assisting the Client in restoring its last available database.
4 Non-critical	Support incident that causes failure of non-essential functionality or a cosmetic or other issue that does not qualify as any other Priority Level.	Tyler shall provide an initial response to Priority Level 4 incidents within two (2) business days of receipt of the incident. Once the incident has been confirmed, Tyler shall use commercially reasonable efforts to resolve such support incidents, as well as cosmetic issues, with a future version release.

**Response and Resolution Targets may differ by product or business need*

Incident Escalation

If Tyler is unable to resolve any priority level 1 or 2 defect as listed above or the priority of an issue has elevated since initiation, you may escalate the incident to the appropriate resource, as outlined by each product support team. The corresponding resource will meet with you and any Tyler staff to establish a mutually agreeable plan for addressing the defect.

Remote Support Tool

Some support calls may require further analysis of the Client's database, processes or setup to diagnose a problem or to assist with a question. Tyler will, at its discretion, use an industry-standard remote support tool. Tyler's support team must have the ability to quickly connect to the Client's system and view the site's setup, diagnose problems, or assist with screen navigation. More information about the remote support tool Tyler uses is available upon request.

D



Exhibit D

Third Party Terms

DocOrigin Terms. Your use of Tyler Forms software and forms is subject to the DocOrigin End User License Agreement available for download here: <https://eclipsecorp.us/eula/>. By signing a Tyler Agreement or Order Form including Tyler forms software or forms, or accessing, installing, or using Tyler Forms software or forms, you agree that you have read, understood, and agree to such terms.

ThinPrint Terms. Your use of Tyler Forms software and forms is subject to the End User License Agreement terms for ThinPrint Engine, ThinPrint License Server, and Connected Gateway found here: <https://www.thinprint.com/en/legal-notes/eula/>. By signing a Tyler Agreement or Order Form, or accessing, installing, or using Tyler Forms software or forms, you agree that you have read, understood, and agree to such terms.



Sales Quotation For:

Silvia White
City of Columbia
1136 Washington Street
Columbia City Hall
Columbia SC 29217-0147
Phone: +1 (803) 545-3000

Quoted By:
Quote Expiration:
Quote Name:

Josh McKelvey
10/31/24
EPL SaaS Migration - 5 Year Rate

Tyler SaaS Flip

Description	Term	Monthly Fee	Users/Units	Annual Fee
Enterprise Permitting & Licensing Core Software		\$ 212	110	\$ 279,620
Enterprise Permitting & Licensing User		\$ 2,118	1	\$ 25,418
Enterprise Permitting & Licensing Foundation		\$ 1,749	1	\$ 20,998
Business Management Suite		\$ 1,749	1	\$ 20,998
Community Development Suite		\$ 0	1	\$ 0
Cashiering For EPL		\$ 0	1	\$ 0
EPL Daily Backup - Production Environment				
Enterprise Permitting & Licensing Extensions				

Enterprise Service Requests (Back office only, does not include mobile app)

eReviews

Decision Engine

Enterprise Permitting & Licensing - Read Only User

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\$ 3,039	1	\$ 36,469
\$ 2,671	1	\$ 32,049
\$ 1,381	1	\$ 16,577
\$ 32	10	\$ 3,850

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SSRS Reporting Access - Per User	\$ 138	2	\$ 3,316
Identity Workforce Advanced	\$ 1	120	\$ 840
Content Manager			
Content Manager - Enterprise Permitting & Licensing Attachments	\$ 1,050	1	\$ 12,598
Sub-Total:			\$ 452,733
<u>Less Discount</u>			<u>\$ 76,316</u>
TOTAL		5.00	\$ 376,417

Professional Services			
Description	Quantity	Unit Price	Extended Price Maintenance
Professional Services			
Professional Implementation Services - Remote	24	\$ 200	\$ 4,800 \$ 0
Project Management Services - Remote	8	\$ 200	\$ 1,600 \$ 0
SaaS Migration Assistance - Professional Implementation Services - Remote	40	\$ 200	\$ 8,000 \$ 0
SaaS Migration Assistance - Project Management Services - Remote	8	\$ 200	\$ 1,600 \$ 0
Sub-Total:			\$ 16,000
<u>Less Discount:</u>			<u>\$ 9,600</u>
TOTAL:			\$ 6,400 \$ 0

Summary	One Time Fees	Recurring Fees
Total SaaS		\$ 376,417
Total Services	\$ 6,400	\$ 0
2023-444607-N1Y7G1	CONFIDENTIAL	

Total Third-Party Hardware, Software, Services

\$ 0

\$ 0

Summary Total

\$ 6,400

\$ 376,417

Year 1 Total

\$ 382,817

Contract Total

\$ 1,888,485

Customer Approval: _____

Date: _____

Print Name: _____

P.O.#: _____

Client agrees that items in this sales quotation are, upon Client's signature or approval of same, hereby added to the existing agreement ("Agreement") between the parties and subject to its terms. Additionally, payment for said items, as applicable but subject to any listed assumptions herein, shall conform to the following terms:

- License fees for Tyler and third party software are invoiced upon the earlier of (i) delivery of the license key or (ii) when Tyler makes such software available for download by the Client;
- Fees for hardware are invoiced upon delivery;
- Fees for year one of hardware maintenance are invoiced upon delivery of the hardware;
- Annual Maintenance and Support fees, SaaS fees, Hosting fees, and Subscription fees are first payable when Tyler makes the software available for download by the Client (for Maintenance) or on the first day of the month following the date this quotation was signed (for SaaS, Hosting, and Subscription), and any such fees are prorated to align with the applicable term under the Agreement, with renewals invoiced annually thereafter in accord with the Agreement.
- Fees for services included in this sales quotation shall be invoiced as indicated below.
 - Implementation and other professional services fees shall be invoiced as delivered.
- Expenses associated with onsite services are invoiced as incurred.

Comments

SaaS Monthly Fees are rounded to the nearest dollar. The Annual Fee value represents the cost to the customer.

Enterprise Service Requests is an application for citizens to report code complaints. Tyler resources will configure, train client personnel, and support go-live for 311 functionality utilized by Enterprise Permitting & Licensing powered by EnerGov.

Identity Workforce SaaS Fees are based on user counts. Year one SaaS Fee is based on estimated user count as indicated in this order. Unless otherwise agreed by the parties, the SaaS Fee for each subsequent annual term is based on the preceding annual term's annual user count.

Enterprise Permitting & Licensing Foundation includes GIS for EPL Users, Core Foundation Bundle, Advanced Automation Bundle, Data & Reporting Access, Report Toolkit, EPL API Toolkit and 1 TB of Storage

Business Management Suite includes Civic Access for Business Management and Business Management Executive Insights

Community Development Suite includes Civic Access for Community Development and Community Development Executive Insights

Enterprise Permitting & Licensing User includes back-office and Workforce Mobile access

eReviews enables electronic review and markup of submitted plans and other documentation by client personnel. eReviews requires Bluebeam Studio Prime, at an estimated yearly subscription cost of \$3,000/100 users. eReviews also requires Bluebeam Revu licenses for agency staff that is involved in the review, markup, and management of electronic plans. Bluebeam Revu licenses are approximately \$300 per user per year. Bluebeam Studio Revu and Bluebeam Prime are to be purchased separately by the client.

Custom Payment Terms

Fees included in this quote replace all existing EPL On-Prem ASM upon effective date, and prorated credit for existing maintenance for the current term will be applied toward the Year 1 invoice.

Year 1 SaaS Fees are effective on the 1st day of the 6th month following execution, and are prorated to align with the existing agreement. Year 2-5 Subscription Fees are renewed annually at the rates included in this proposal. SaaS Fees renewed annually thereafter in accord with the existing agreement.

Software Descriptions

- EP&L Users
 - Defined Named Users
 - Include edit permissions in all EP&L Modules + access to EP&L Mobile Apps (fka iG Inspect, iG Enforce)
- EP&L Read Only Users
 - Defined Named Users
 - Includes access to all subscribed software suites, with permissions limited to viewing and searching only (no edit permissions allowed)
- Community Development Suite includes access to Permit, Plan, Inspection, Code, Project, Impact, Object Modules + Civic Access for Community Development Suite + Executive Insights for Community Development data feeds
- Business Management Suite includes access to Business License, Professional License, and Tax Remittance Modules + Civic Access for Business Management Suite + Executive Insights for Business Management data feeds
- EP&L Foundation includes:
 - Advanced Automation Bundle

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9.c

- Ability to build custom automations (I/Os, IAAs, GeoRules)
- Core Foundation Bundle
 - Advanced Search
 - Tyler Hub
 - EP&L GIS Integration
- Data and Reporting Access
 - Up to 1 TB of Hosted Data Storage for EP&L
 - Standard EPL SDKs - Comm Dev API, Bus Mgmt API, Code/Request API
 - Report Toolkit - SQL Views to assist in-house report developers with identifying EPL Database Table links
- eReviews
 - Enables integration between EP&L Review Coordinator and BlueBeam or DigEplan (Avolve) to achieve paperless plan reviews
- Decision Engine
 - Embedded Civic Access navigation and application assistant
- Tyler Identity Workforce - Advanced
 - Defined Named Users
 - Enables Multi-Factor Authentication for improved security
- Cashiering For EP&L
 - Integrated Point of Sale Solution for cash drawer management.
 - Integration with EP&L Only; Integrations with other products will require an upgraded subscription fee
- Enterprise Service Requests
 - 311 Service Request/Call Center solution for integration with EP&L Code Module only
 - Integration with additional products will require upgraded license and an additional API fee
 - Smartphone App (MyCivic) sold separately.
- Content Manager For EP&L
 - Document management system integrated with EP&L to store attachments
 - Integration with other products will require an upgraded subscription.
 - Up to 1 TB of data storage included.

Department	License	Total by area	% of Total	\$56,336	account 632170	Profess. Srvcs 636600	TOTAL BY ACCOUNT
Business License	Full	13	9%	\$5,231	1011403		\$5,231
Business License	View						\$0
Code Enforcement	Full	26	19%	\$10,462	1012402		\$10,462
Engineering	Full	35	25%	\$14,084	5511701	\$1,600	\$15,684
Engineering	View	12	9%	\$4,829	5534202	\$1,600	\$6,429
Fire	Full	6	4%	\$2,414	1012302		\$2,414
Fire	View						\$0
IT/GIS/ADMIN	Full	7	5%	\$2,817	1011120		\$2,817
Development/Zoning	Full	41	29%	\$16,498	1014101	\$3,200	\$19,698
Planning & Development	Full						\$0
Planning & Development	View						\$0
Other Reviewers	Full		0%	\$0			\$0
Other Reviewers	View						\$0
Total	Full	140		\$56,336		\$6,400	*\$62,735

***Pro-rated amount for services to 6/30/2025: \$62,735.00**



MEETING DATE: October 15, 2024

DEPARTMENT: Procurement and Contracts

FROM: *Shannon Lizewski, Director*

SUBJECT: Council is asked to approve the Contract Renewal for Emergency Notification System Services, as requested by Columbia-Richland 911 Communications on September 19, 2024. Award to Everbridge Systems, in the amount of \$103,083.61. The term of the contract is October 1, 2024 to September 30, 2025. This firm is located in Columbia, SC.

REQUISITION NO.: R230737

FUNDING SOURCE & ORIGINAL BUDGET: Funding Source: City of Columbia - Maintenance & Service Contracts (1012701-638200) \$51,541.80; Richland County - Maintenance & Service Contracts (2082702-638200) \$51,541.80. The original budget amount is \$103,083.61.

ATTACHMENTS:

- **#a:** Everbridge quote (PDF)



155 North Lake Avenue, Suite 900
Pasadena, CA 91101 USA

Phone: +1-818-230-9700
Fax: +1-818-230-9505

everbridge.com

Prepared for:

Dominique Jacobs
City of Columbia
City of Columbia Information Technology 1800 Laurel St.
Columbia SC 29217
United States
Ph: (803) 988-8005
Fax: +1.803.343.8752
Email: dominique.jacobs@columbiasc.gov

Quotation

Quote #: Q-197462
Date: 10/4/2024
Expires On: 11/8/2024
Confidential

Salesperson: Dwight Paul
Phone:
Email: dwight.paul@everbridge.com

Contract Summary Information:

Contract Period:	12 Months
Contract Start Date:	10/1/2024
Contract End Date:	9/30/2025

Qty	Description	Price
380,550	Mass Notification Base	USD 95,447.79
380,550	Smart Weather Alerting (includes 1 location in base weather subscription)	USD 5,500.00

Pricing Summary:

Year One Fees:	USD 100,947.79
One-time Implementation and Setup Fees:	USD 0.00
Professional Services:	USD 0.00
Total Year One Fees Due:	USD 100,947.79

Messaging Credits Summary:

	Initial Credits Allowance	Additional Credits Purchased	Total Credits
Year 1	12,000,000	0	12,000,000

Quote Terms:

- Quote subject to the terms and conditions of the Master Services Agreement, including any amendments, executed between the relevant Everbridge entity and the customer listed above.
- Subject to sales, VAT or GST taxes where applicable.
- Except for currency designation, the supplemental notes below, if any, supplied in this Quote are for informational purposes and not intended to be legally binding or override negotiated language of the Everbridge Master Service Agreement.

Please, Sign, Date and Return:

Signature:

Date:

Name (Print):

Title:

Please, Sign, Date and Return:

Signature:

Date:

Name (Print):

Title:

Everbridge, Inc.
55 North lake Avenue, Suite 900
Pasadena,CA 91101
(818) 230-9700
THANK YOU FOR YOUR BUSINESS!



MEETING DATE: October 15, 2024

DEPARTMENT: Procurement and Contracts

FROM: *Shannon Lizewski, Director*

SUBJECT: Council is asked to approve the Purchase of a Wireless Airlink NetCloud Enterprise Branch Essentials Plan with Hardware, Accessories, and Installation, as requested by the Columbia Fire Department on October 2, 2024. Award to Discount Cell, LLC, using the NASPO Cooperative Agreement in the amount of \$116,326.99. This vendor is located in Harrisburg, NC.

REQUISITION NO.: R230934

FUNDING SOURCE & ORIGINAL BUDGET: Funding Source: Fire Suppression - Maintenance and Service Contract (1012303-638200) \$13,811.15; Fire - Special Departmental Supplies (1012303-627100) \$11,956.54; Fire Suppression - Machinery and Equipment-Capital (1012303-658300) \$90,559.30. The original budget amount is \$116,326.99.

CLEAN WATER 2020?: No

We respectfully request Council's approval for the purchase of 31 Sierra Wireless AirLink® vehicle routers and accessories with a 5-year Wireless Airlink NetCloud Enterprise Branch Essentials software plan, including onsite installation using the NASPO ValuePoint Contract #PD180-1.

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

ATTACHMENTS:

- **#a:** Discount Cell Quote 991 - 100424 NASPO PD180 (PDF)
- **#b:** NASPO Agreement (PDF)



DISCOUNTCELL, LLC
350 W 500 S
PROVO, UT 84601
USA
801-235-9809

Bill to

CITY OF COLUMBIA FIRE DEPARTMENT
1800 LAUREL ST
COLUMBIA, SC 29201-2627
USA

Ship to

CITY OF COLUMBIA FIRE DEPARTMENT
ATTN: CAPTAIN MARCAS HOUTC
1800 LAUREL ST
COLUMBIA, SC 29201-2627
USA

Quotation

Number	QTE-000991-2
Date	10/4/2024
Expiration	11/2/2024
Your reference	NASPO VP WIRELESS CONTRACT PD180
Our reference	Jennifer King
Currency	USD
Payment	Net 30
Delivery terms	O PPD
Mode of delivery	FE-G

Item number**Description**

Quantity	Unit	Registration SPA	Unit price Discount	Amount
1.00	Ea		3,559.00 355.90	3,203.10
BF05-30005GB-GN Cradlepoint E3000 5G - NA - WiFi - 5-Years NetCloud Enterprise Branch Essentials				
1.00	Ea		655.75 65.58	590.17
LG-IN2446-W Panorama MAKO MIMO Antenna Threaded Bolt - White - 16' Cables - 4 LTE (SMA M) - 4 WiFi (RP SMA M) - 1 GNSS (SMA M)				
31.00	Ea		1,399.00 139.90	39,032.10
1105159 Semtech AirLink XR60 Dual Ethernet + WiFi 5G - Global - DC Cable				
31.00	Ea		329.00 32.90	9,179.10
6001345 Semtech AirLink 8in1 Dome Antenna Threaded Bolt - White - 5m - 4 5G/LTE (SMA M) - 3 WiFi (RP SMA M) - 1 GNSS (SMA M)				
32.00	Ea		107.00 10.70	3,081.60
CG-X Havis ChargeGuard-Select Yellow - LED Indicator				
32.00	Ea		0.00	0.00
BULKSIM5G-SA-A SIM Card Triple Punch - 2FF/3FF/4FF - LTE - VZW				
32.00	Ea		70.00 7.00	2,016.00
SVC-PROV-CELL-CAT1 SimpleCom Provisioning - Cell Router Provisioning - Includes complete configuration for cell network security, WI-Fi and GPS functions.				



DISCOUNTCELL, LLC
 350 W 500 S
 PROVO, UT 84601
 USA
 801-235-9809

Bill to

CITY OF COLUMBIA FIRE DEPARTMENT
 1800 LAUREL ST
 COLUMBIA, SC 29201-2627
 USA

Ship to

CITY OF COLUMBIA FIRE DEPARTMENT
 ATTN: CAPTAIN MARCAS HOUTC
 1800 LAUREL ST
 COLUMBIA, SC 29201-2627
 USA

Quotation

Number	QTE-000991-2
Date	10/4/2024
Expiration	11/2/2024
Your reference	NASPO VP WIRELESS CONTRACT PD180
Our reference	Jennifer King
Currency	USD
Payment	Net 30
Delivery terms	O PPD
Mode of delivery	FE-G

Item number**Description**

Quantity	Unit	Registration SPA	Unit price Discount	Amount
-----------------	-------------	-----------------------------	--------------------------------	---------------

SVC-INSTALL-CELL-CAT1

SimpleCom Installation -
 Onsite Vehicle Installation - Includes router and antenna
 installation. Router wiring into vehicle power and ignition system.
 Vehicles Included:

HAZMAT 1

R1

L7

L8

L9

Engine 1

Engine 2

Engine 3

Engine 4

Engine 6

Engine 8

Engine 9

Engine 11

Engine 12

Engine 13

Engine 16

Spare Battalion

Old Engine 3 RE41

Old Engine 2 RE47

Old Engine 13 RE44

Old Engine 8 RE46

Old Engine 9 RE45

RR12

RL54

RL57

RL58

RL59

28.00

Ea

1,100.00

110.00

27,720.00

SVC-INSTALL-CELL-CAT1

SimpleCom Installation
 Onsite Vehicle Installation - Installation in each vehicle. Includes router
 and antenna
 installation. Router wiring into vehicle power and ignition system.
 Vehicles Included:

Battalion 1

Battalion 2

Fire 6

4.00

Ea

600.00

55.00

2,180.00



DISCOUNTCELL, LLC
 350 W 500 S
 PROVO, UT 84601
 USA
 801-235-9809

Bill to

CITY OF COLUMBIA FIRE DEPARTMENT
 1800 LAUREL ST
 COLUMBIA, SC 29201-2627
 USA

Ship to

CITY OF COLUMBIA FIRE DEPARTMENT
 ATTN: CAPTAIN MARCAS HOUTC
 1800 LAUREL ST
 COLUMBIA, SC 29201-2627
 USA

Quotation

Number	QTE-000991-2
Date	10/4/2024
Expiration	11/2/2024
Your reference	NASPO VP WIRELESS CONTRACT PD180
Our reference	Jennifer King
Currency	USD
Payment	Net 30
Delivery terms	O PPD
Mode of delivery	FE-G

Item number**Description**

	Quantity	Unit	Registration SPA	Unit price Discount	Amount
SVC-STRLNK_MP50G	1.00	Ea		9,985.00 998.50	8,986.50
STARLINK Satellite Bundle:					
Bundle Includes:					
- Starlink Mobile 50GB Priority Plan (12 months of service from activation date)					
- Technical Support					
- Starlink Hardware (High Performance Antenna, modem, standard cables)					
- Installation					
-Set Up Fee					
-Shipping					
SVC-SUPP-CELL-CAT2-1YR	32.00	Ea		132.00 13.20	3,801.60
SimpleCom Technical Support					
XR60 - 1-Year					
SEE ATTACHED STATEMENT OF WORK FOR DETAILS					
SVC-MISC-INTSALL	32.00	Ea		275.00 27.50	7,920.00
SimpleCom Installation					
Miscellaneous Installation components for Vehicle installation (Extended wiring, fuse holders, wire ties, etc).					

This transaction is in partnership with and Bill on Behalf of SIMPLE COM. CONTACT: BRIAN ADAMS, badams@simplecom.pro, 960-505-1122

ALL ITEMS QUOTED ARE ACCORDING TO ATTACHED STATEMENT OF WORK.

Quotations are valid for 30 days from date of quotation unless otherwise expressly stated. All prices quoted or otherwise provided are exclusive of all applicable taxes, fees, or charges of any kind which, to the extent applicable and are confidential and cannot be shared with anyone outside the buyer's organization. Any taxes, fees, or charges of any kind that are included on the quotation are estimates only and are subject to change.

Subtotal	107,710.17
Total charges	0.00
Net amount	107,710.17
Sales tax	8,616.85
Total	116,327.02

NASPO ValuePoint
PARTICIPATING ADDENDUM



**WIRELESS VOICE, DATA,
 EQUIPMENT & ACCESSORIES**

Led by the State of Utah

Master Agreement #: PD180-1

Contractor: **DISCOUNTCCELL**

Participating Entity: **CITY OF COLUMBIA, SC**

The following products or services are included in this contract portfolio:

- *All products and accessories listed on the Contractor page of the NASPO ValuePoint website, to include wireless equipment and accessories as stated below:
Equipment and Accessories: This category includes any equipment or accessories operating over cellular carrier provided network services or intended for use with cellular connected devices.*

Master Agreement Terms and Conditions:

1. Scope: This addendum covers the *Wireless Voice, Data and Accessories* led by the State of *Utah* for use by state agencies and other entities located in the Participating Agency of **City of Columbia, South Carolina**. ~~authorized by that State's statutes to utilize State contracts with the prior approval of the State's Chief Procurement Official.~~ *J.T.W.*
2. Participation: This NASPO ValuePoint Master Agreement may be used by all offices, departments, stations and others authorized to use contracts of **City of Columbia, South Carolina**. ~~Issues of interpretation and eligibility for participation are solely within the authority of the State Chief Procurement Official.~~ *J.T.W.*
3. Primary Contacts: The primary contact individuals for this Participating Addendum are as follows (or their named successors):

Contractor

Name:	Jennifer King
Address:	350 West 500 South, Provo, UT 84601
Telephone:	801.235.9809
Email:	corp@discountcell.com

NASPO ValuePoint
PARTICIPATING ADDENDUM



**WIRELESS VOICE, DATA,
 EQUIPMENT & ACCESSORIES**

Led by the State of Utah

Participating Entity

Name:	City of Columbia
Address:	1800 Main Street, 2 nd Floor – Columbia, SC 29201
Telephone:	803-545-3470
Email:	procurement@columbiasc.gov

**4. PARTICIPATING ENTITY MODIFICATIONS OR ADDITIONS TO THE MASTER
 AGREEMENT**

These modifications or additions apply only to actions and relationships within the Participating Entity.

Participating Entity must check one of the boxes below.

☒ [X] No changes to the terms and conditions of the Master Agreement are required.

☐ [] The following changes are modifying or supplementing the Master Agreement terms and conditions.

5. Lease Agreements: *Not applicable*

6. Subcontractors: All contactors, dealers, and resellers authorized in the State of South Carolina, as shown on the dedicated Contractor (cooperative contract) website, are approved to provide sales and service support to participants in the NASPO ValuePoint Master Agreement. The contractor's dealer participation will be in accordance with the terms and conditions set forth in the aforementioned Master Agreement.

7. Orders: Any order placed by a Participating Entity or Purchasing Entity for a product and/or service available from this Master Agreement shall be deemed to be a sale under (and governed by the prices and other terms and conditions) of the Master Agreement unless the parties to the order agree in writing that another contract or agreement applies to such order.

NASPO ValuePoint

PARTICIPATING ADDENDUM**WIRELESS VOICE, DATA,
EQUIPMENT & ACCESSORIES**

Led by the State of Utah

IN WITNESS, WHEREOF, the parties have executed this Addendum as of the date of execution by both parties below.

Participating Entity: City of Columbia, South Carolina	Contractor: DiscountCell
Signature:	Signature:
Name: Teresa Wilson	Name: Jennifer King
Title: City Manager	Title: President
Date:	Date:

[Additional signatures may be added if required by the Participating Entity]

For questions on executing a participating addendum, please contact:

NASPO ValuePoint

Cooperative Development Coordinator:	Nick Hughes
Email:	nhughes@naspovaluepoint.org

***Please email fully executed PDF copy of this document
to***

PA@naspovaluepoint.org

***to support documentation of participation and posting
in appropriate data bases.***



MEETING DATE: October 15, 2024

DEPARTMENT: Procurement and Contracts

FROM: *Shannon Lizewski, Director*

SUBJECT: Council is asked to approve the Purchase of five (5) Towmaster T-16DT Trailers, as requested by Columbia Water on August 16, 2024. Award to Blanchard Machinery using the SC State Contract in the amount of \$95,666.40. This vendor is located in West Columbia, SC.

REQUISITION NO.: R230205

FUNDING SOURCE & ORIGINAL BUDGET: Funding Source: Utilities Water Distribution and Maintenance - Machinery and Equipment-Capital (5516203-658300). The original budget amount is \$95,666.40.

CLEAN WATER 2020?: No

We respectfully request Council's approval for this purchase using SC State Contract #4400031291.

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:** Blanchard Quote (DOCX)
- **#b:** Towmaster Specs. (PDF)
- **#c:** Contract Detail (PDF)



City of Columbia

August 15, 2024

Columbia, SC

Attn: Billy Bowers

TOWMASTER T-16DT trailer

16' tilt deck 4' stationary

I-beam frame

Pintle hitch

#2 8,000 lbs torsion axles

Electric brake

LED lighting w sealed wiring harness

See additional specs per included spec sheet

List Price --- \$19,685 (less 10% state contract discount) Contract #4400031291

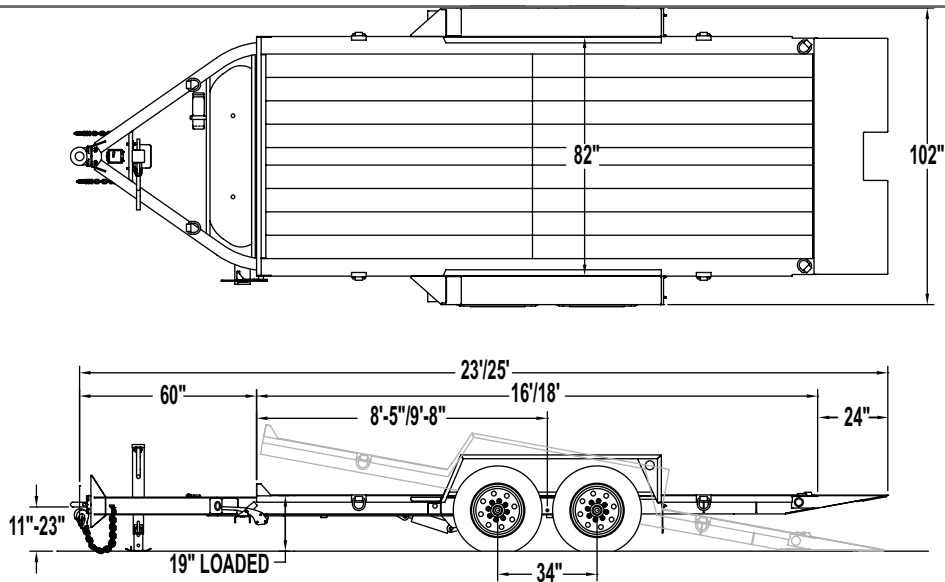
Sale Price -- \$17,716 + applicable tax (all taxes will be paid by purchases at DMV upon registration)

Terms: NET 30

Erik B Hoffman

Phone # 803-518-6984

Blanchard Machinery Co.



All dimensions are nominal. Illustration may be shown with optional equipment.

Standard Features

Hitch/Tongue

- Adjustable height, bolt-on coupler
- 3" pintle
- 7-Pole RV Plug
- One-piece cold-formed I-Beam frame rails
- Integrated storage tray (lid optional)
- 12K bolt-on, side-wind, parking jack
- Battery break-away kit with tow charger & test light
- Safety chains with hooks

Frame/Deck

- 82" load width, 19" deck height (fully loaded)
- Deck cushion cylinder
- Dual-point, single lever deck lock
- 6" I-beam main frame
- 3" channel crossmembers
- 2" nominal white oak deck
- D-ring tie-downs (4 per side)
- 12 gauge one-piece formed fender/panel

Ramps/Tail

- 24" knife edge approach plate (24" length is in addition to 16' or 18' deck length)
- 13°/12° load angle

Axles/Suspension

- Rubber-ride Torsion suspension axles
- (2) 8,000 lb. axles (4 wheels)
- Tires - 215/75R17.5 load range H, 16-ply
- 17.5" wheels, 8-bolt
- Electric brakes
- EZ Lube hubs

Lights/Wiring

- Rubber grommet mounted LED lights
- Sealed modular wiring harness

Standard Features

- Limited Lifetime Frame Warranty-10 years
- One-Year full Warranty
- 11 Year Suspension Warranty
- Weatherproof registration holder
- Two-component polyurethane primer and paint
- Trailer color: Equipment Black

Weights and capacities vary depending upon options. Published weights are reference only.

GAWR (lbs)	GVWR (lbs)	Weight (lbs)	Capacity (lbs)	Deck Width (in)	Deck Length (ft)
16,000	19,920	3,920	16,000	82"	16'
16,000	20,220	4,220	16,000	82"	18'

Other options may be available. Ask your dealer or visit our website.

Listed GVWR, weights and dimensions are for reference only. Manufacturer reserves the right to change models and specifications as they see fit. See our web site or your local authorized dealer for more information.



PROCUREMENT SERVICES

Contract 4400031291

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Validity Start 06/01/2023

Validity End 05/31/2028

Target Value \$ 4,870,000.00

Bid Invitation [5400024472](#)

Contract Notes

Vendor 7000052564

Vendor Address BLANCHARD MACHINERY COMPANY
3151 CHARLESTON HWY
COLUMBIA SC 29202

District

E-mail bsmith@blanchardmachinery.com

Telephone (803) 791-7100

Fax Number

Minority Status Not Applicable

Home Page <http://www.blanchardmachinery.com/>

Other URL

Vendor Contacts

4 Contacts found, displaying all Contacts.

Contact Name	Function	Phone	E-mail
JOHNSON, DALYS	CONTROLLER	(803) 791-7100 ext 4189	dyjohnson@blanchardmachinery.com
SMITH, BRIAN	Primary Contact	(803) 518-0113	bsmith@blanchardmachinery.com
SMITH, BRIAN	Emergency Contact	(803) 518-0113	bsmith@blanchardmachinery.com
SPISAK, AMY	TAX/AUDIT MANAGER	(803) 791-7100 ext 4117	amyspisak@blanchardmachinery.com

Attachments

One Attachment found.

Attachment Title	Date/Time Posted
ITA.pdf	03/24/2023 10:28:13 AM

Contract Items

2 Items found, displaying all Items.

Item Pricing	
00003	Lot #4 - Loaders, Skid Steer, Landscape Material Group: 02000 - agricultural equipment, implements, and accessories (see class 022 for parts) Agency: Statewide
00004	Lot #5 - Trailers - Maximum 20 Ton Ramp Material Group: 02000 - agricultural equipment, implements, and accessories (see class 022 for parts) Agency: Statewide

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MEETING DATE: October 15, 2024

DEPARTMENT: Procurement and Contracts

FROM: *Shannon Lizewski, Director*

SUBJECT: Council is asked to approve a new Professional Services Contract for Project SS7593; Capacity Assurance Program Professional Support Services, as requested by Columbia Water on August 9, 2024. Award to AECOM Technical Services, Inc., in an amount not to exceed \$209,500.00. The initial term of the contract will take effect upon issuance of a Notice to Proceed with an end date eight months from commencement and the option to renew for two (2) additional one-year periods. This firm is located in Columbia, SC.

REQUISITION NO.: R228295

FUNDING SOURCE & ORIGINAL BUDGET: Funding Source: Engineering Wastewater System Improvement - Special Contracts Water/Sewer, Stormwater (5516221-638305). The original budget amount is \$209,500.00.

CLEAN WATER 2020?: Yes

PURPOSE:

This is a Clean Water 2020 Program Project.

There were eight (8) responses to RFQu001-20-21-NMJ Project Management and Capacity Assurance Program Professional Services.

ATTACHMENTS:

- **#a:** Memo.SS7593CAPProfessionalServicesContract (PDF)
- **#b:** Final.Contract.AECOM.SS7593CAPProfSupportServ (PDF)
- **#c:** SS7593 - Project Location Map (PDF)



Columbia Water
1136 Washington Street, Columbia, SC 29201 • Phone: 803-545-3300

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: October 15, 2024

Subject: Recommendation for Approval
Professional Services Contract – AECOM
SS7593 – Capacity Assurance Program Professional Support Services

The Department of Procurement and Contracts in coordination with Columbia Water respectfully request your review and approval of the Professional Services Contract with AECOM to provide funding for the consultant to assist the City of Columbia in providing professional engineering support services for management and implementation of the Capacity Assurance Program. The amount of this contract is \$209,500.00.

This is a new agreement for these services. The purpose of this project is assist the City in the management and implementation of the City's Capacity Assurance Program required by the Consent Decree. The management and implementation of this program will generally involve providing technical assistance for system sewer capacity reviews, program implementation, data management, periodic reporting, developing and maintaining processes to meet full compliance of the program, coordinating updates of the CAP Tool, provide specific technical reviews of the sewer system to prevent sanitary sewer overflows, and identify/plan sewer system upgrades as needed.

There are no OBO programs associated with this project due to the technical nature of this work.

This Project is a Clean Water 2020 project.

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



CONTRACT FOR PROFESSIONAL SERVICES

This Contract is awarded under procurement method RFQu001-20-21-NMJ Project Management and Capacity Assurance Program Professional Services.

1. **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 AECOM Technical Services, Inc., (hereinafter referred to as the “Consultant”), to provide CAP program management and technical consulting support to assist City staff related to the oversight and operation of the Capacity Assurance Program required by the Consent Decree for the City of Columbia, SC.

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

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

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

4. **TERM OF CONTRACT** – The term of the Contract 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 eight (8) months, through June 30, 2025, 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 Contract, 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 Consultant shall complete any and all services performed under this Contract 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 Consultant under this Contract shall not exceed Two Hundred Nine Thousand, Five Hundred Dollars and No/100 (\$209,500.00).
 - B. The Consultant shall submit invoices no more frequently than monthly for services rendered during each phase of the Project. Each invoice submitted must describe the services for which

payment is requested, show payment calculations and specify the person(s) rendering such service(s). Consultant must invoice monthly regardless of work being completed during that period. If no work is completed, a zero balance invoice should be submitted. **Each invoice must also clearly identify any portion of the fee invoiced for subcontracted services, including any such services that are specified in the Summary of Proposed Subconsultants shown on Exhibit D hereto.** Each invoice shall bear the signature of the Consultant, 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 Consultant to follow these invoice requirements will result in the delay of payment of the invoice.

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

1. The Consultant is required to pay all Subconsultants and material suppliers for all work that the Subconsultant has satisfactorily completed, no later than twenty (20) calendar days after the Consultant has received payment from the City.
2. In addition, all retainage amounts received from the City by the Consultant must be paid by the Consultant to the Subconsultant no later than fourteen (14) calendar days after the Subconsultant has, in the opinion of the 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 Consultant is required to include, in each Subcontract, a clause requiring the use of appropriate arbitration mechanisms or other method to resolve all payment disputes.
5. The City will not pay the Consultant for subsequent work performed unless and until the Consultant ensures that the Subconsultants have been promptly paid for the work they have performed under all previous payment requests, as evidenced by the filing of City lien waivers, canceled checks (if requested), and the Consultants sworn statement that it has complied with the prompt payment requirements. The Consultant must submit a Prompt Payment Affidavit, Subconsultant list that identifies each Subconsultant (both Disadvantaged Business Enterprises (DBEs) and non-DBEs) including Subcontract values and the date and amount of the last payment to such Subconsultant(s). That documentation must be provided with every payment request submitted to the City, except for the first payment request.
6. Failure to comply with these prompt payment requirements is a breach of this Contract. The City reserves the right to pursue any and all remedies permitted under law for breach of contract, including, but not limited to, Consultant debarment.

E. Affirmative Action Procurement and Contracting Goals:

It is the goal of the City of Columbia, SC to maximize opportunities for historically Disadvantaged

Business Enterprises (DBEs) including, but not limited to, Small Business Enterprises (SBEs), Minority Business Enterprises (MBEs), and Women-Owned Business Enterprises (WBEs). The City has implemented an overall citywide 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 Consultant or Subconsultant) is dependent upon the business community partnering with the City in this important endeavor.

The Consultant must comply with the affirmative action terms and conditions as outlined herein. The Consultant, shall in the performance of the Contract, 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 Contract, 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 Consultant 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 Contract, 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 City of Columbia has determined that participation in the City's Mentor-Protégé Program is required for this project.

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

8. INDEMNIFICATION & INSURANCE

- A. The Consultant shall procure and shall maintain during the life of this Contract, 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 Contract, to adequately protect the City from any claims or damages including bodily injury or death, which may arise during performance and operations under this Contract.

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

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

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

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

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

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

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

9. **PERMITS & LICENSES**

- A. The Consultant shall be responsible for obtaining any approvals, permits and/or licenses as may be required of the Consultant in performing the services required under this Contract. The Consultant shall be responsible for any costs relating to same.
- B. The Consultant shall be responsible for identifying the necessity for and providing any applications and supporting documentation to the City for any approvals and/or permits required of the City in order for the Consultant to perform the services required under this Contract. 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 Consultants 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/Contracts. The City shall obtain the approvals and/or permits identified by the Consultant and pay any costs relating to same.
- C. The Consultant shall answer questions and consult with the City and/or appropriate authorities as necessary to assist the City's efforts in obtaining required permits/approvals.
- D. The Consultant shall procure a City of Columbia business license while performing services under this Contract.

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

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

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

12. **TERMINATION OF CONTRACT** – The City may terminate this Contract 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 Consultant fails to perform any of the services required in this Contract 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 Contract for any reason whatsoever. A termination for default under this Contract, if wrongfully made, shall be treated as a termination for convenience under this clause;
- E. Upon expiration of the term of this Contract; and
- F. By mutual Contract.
Notice of termination shall be sent by registered mail, return receipt requested. In the event of termination, the Consultant shall only be entitled to the actual direct costs of all labor and material expended on the services required under this Contract prior to the effective date of the termination or the Engineer shall be entitled to be paid a pro-rata percentage of the total Contract price which is equal to its percent of completion, whichever of the two methods provides the lowest sum to be paid to the Consultant. In no event shall the Consultant be entitled to anticipatory profit or damages for any termination under this Contract. In no event shall the Consultant be entitled to assert a claim in quantum meruit or any other measure of damages other than that stated herein.

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

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

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

City of Columbia

Name: Office of Procurement and Contracts
Title: Purchasing Agent

AECOM Technical Services, Inc.

Name: Clint Riley
Title: Project Engineer

AECOM Technical Services, Inc.
 SS7593 Capacity Assurance Program Professional Support Services

Address: 1800 Main Street
 Second Floor
 Columbia, SC 29201
 Phone: (803) 545-3470
 Email: procurement@columbiasc.gov

Address: 101 Research Drive
 Columbia, SC 29201
 Phone: (864) 993-5312
 Email: clint.riley@aecom.com

16. **CONSENT DECREE**

- A. The services performed by the Consultant pursuant to this Contract 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 Consultant by the City and is incorporated by reference herein. The Consultant shall perform the services pursuant to this Contract in conformity with the terms of the Consent Decree as required by Paragraph 5 therein.
- B. In addition to the requirements above, the Consultant shall comply with the document retention requirements of Paragraph 68 of the Consent Decree which includes, but is not limited to, the obligation to preserve all non-identical copies of all documents, records, or other information (including documents, records, or other information in electronic form) in the Consultants possession or control that relate in any manner to the Consultants performance under this Contract ("Preserved Documents"). Upon the Consultants performance of all services required under this Contract, the Consultant shall provide the City with all Preserved Documents. In addition to the requirements above, the Consultant shall provide the City with all Preserved Documents upon termination of this Contract.
- C. Upon the occurrence of a force majeure event as defined in Paragraph 55 of the Consent Decree, the Consultant shall provide notice to the City's Director of Utilities and Engineering in person, by phone, or by electronic mail within twenty-four (24) hours of when the Consultant first knew or should have known that the event might cause a delay. Within three (3) days thereafter, the Consultant shall provide written notice in accordance with Section XII above to include the following information: an explanation and description of the reasons for the delay; the anticipated duration of the delay; all actions taken or to be taken in an effort to prevent or minimize the delay; a schedule for implementation of any measures to be taken in an effort to prevent or mitigate the delay or the effect of the delay; and the Consultants rationale for attributing such delay to a force majeure event. The Consultant shall include with any notice all available documentation supporting the claim that the delay was attributable to a force majeure event.
- D. The Consultant shall reimburse the City the amount of any stipulated penalties imposed on the City pursuant to Paragraph 47 of the Consent Decree if the Consultant neglects, fails, or refuses to meet the deadlines set forth in Exhibit B attached hereto. The Consultant agrees that any failure to meet such deadlines will result in the City's failure to meet the deadlines set forth in the Consent Decree except in the event of force majeure notice by the Consultant that results in the extension of said deadline by the U.S. Environmental Protection Agency under the Consent Decree. The City reserves all other remedies available for the Consultants failure to perform pursuant to the Contract.

- E. The Consultant shall perform the services pursuant to this Contract using sound Consulting practices as set forth in Paragraph 9 of the Consent Decree.

17. MISCELLANEOUS

- A. Nothing in this Contract shall be construed to give any rights or benefits to anyone other than the City and the Consultant.
- B. The Consultant shall be responsible for performance of all services required by this Contract. The Consultant does not act as the City's agent or employee.
- C. The Consultant will not assign or sublet its obligations to perform the services required by this Contract without the written consent of the City. The Consultant shall be as fully responsible to the City for the acts and omission of its Subconsultants, as it is for the acts and omissions of persons directly employed by the Consultant.
 The Consultant shall furnish and its Subconsultants shall furnish all information and reports required hereunder.
- D. In the event there are any disagreements between the City and the Consultant with regard to any of the requirements, specifications or interpretation of this Contract, the Consultant agrees to defer to the reasonable interpretations of the City as, from time to time, may be made by the City. Ambiguities in the terms of this Contract, if any, shall not be construed against the City.
- E. This Contract shall be construed in accordance with the laws and City of Columbia Code of Ordinances and those of the State of South Carolina. The Consultant agrees to subject itself to the jurisdiction and venue of the courts of Richland or Lexington County, State of South Carolina as to all matters and disputes arising or to arise under this Contract and the performance thereof. The City may seek attorney's fees and the Consultant agrees to pay such fees as awarded by the Court or other body. No attorney's fees may be sought by, nor will be paid to, the Consultant.
- F. This Contract represents the entire Contract between the City and the Consultant and supersedes all prior communications, negotiations, representations or Contracts, either written or oral. The parties may amend this Contract at any time provided that such Amendments are executed in writing, signed by a duly authorized representative of both organizations, and approved, where applicable, by the City's governing body.
 The City may, in its discretion, amend this Contract to conform with federal, state, or local governmental guidelines, policies and available funding amounts, or for other reasons. If such Amendments result in a change in the funding, the scope of services, or schedule of, the activities to be undertaken as part of the Contract, such modifications will be incorporated only by written amendment signed by both the City and the Consultant.
- G. The failure of either the Consultant or the City to insist upon the strict performance of any provision of this Contract 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 Contract at any time. Partial payment by the City shall not be construed as a waiver. Waiver of any breach of this Contract shall not constitute waiver of a subsequent breach.
- H. In the event any provision of this Contract is determined to be void or unenforceable, all other provisions shall remain in full force and effect.

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

"Anything of value" includes, but is not limited to, lodging, transportation, entertainment, food, meals, beverages, money, gifts, honorariums, discounts and interest-free loans.
- K. In carrying out the service, the Consultant 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 Consultant 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 Consultant's operations, including, but not limited to the Consultant'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 Consultant shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the government setting forth the provisions of this Non-Discrimination in Contracting Policy. The Consultant shall incorporate the provisions of this Non-Discrimination in Contracting Policy in all subcontracts for service work.
- L. This Contract shall be binding upon the respondent and upon its successors and assignees. This Contract shall be binding upon the City in accordance with its terms and provisions.
- M. All of the reports, information, data, records or documents of any kind, prepared or assembled by the Consultant under this Contract are matters of public record, but that the Consultant agrees that they shall only be made available to any individual or organization by the City and the Consultant shall not make them available to any individual or organization without the prior written approval of the City.

- N. Every exhibit, schedule and appendix attached to this Contract and referred to herein is hereby incorporated into this Contract by reference unless this Contract expressly provides otherwise. This Contract, 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 Contract 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

AECOM Technical Services, Inc.
SS7593 Capacity Assurance Program Professional Support Services

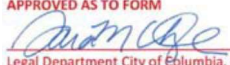
Witness the parties' respective hands and seals on the date first written below.

CITY OF COLUMBIA, SOUTH CAROLINA

Witness

Date:

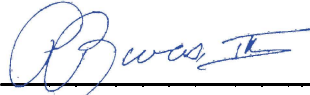
Teresa Wilson, City Manager

APPROVED AS TO FORM

Legal Department City of Columbia, SC
9/30/2024

AECOM TECHNICAL SERVICES, INC.

Porter Rivers, III, PE

Print: Name/Title



Signature

10/2/2024

Date:

(Corporate Seal)

Attest



J. Clint Riley, PE

Signature



10/2/2024

Date:

List of Exhibits

Exhibit A – Scope of services

Exhibit B – Schedule for Completion of Services

Exhibit C – Compensation

Exhibit D – Business Information Statement for Subconsultants/Subcontractors

EXHIBIT A SCOPE OF SERVICES

City of Columbia

Capacity Assurance Program Professional Support Services FY24/25

Project Description

Services provided by AECOM Technical Services, Inc. (Consultant) to the City of Columbia (City) under Capacity Assurance Program (CAP) Professional Support Services will provide CAP program management and technical consulting support to assist City staff related to the oversight and operation of the Capacity Assurance Program that is required by the Consent Decree.

It is anticipated that the current need for part time CAP professional support services will require a minimum workload of approximately 28 hours per week. The City may coordinate with the Consultant to increase or decrease the amount of services to be provided as needs evolve.

In general, the Consultant shall coordinate with the City and the City's Clean Water 2020 (CW2020) Program Manager on all aspects of the CAP including, but not limited to:

Task 0 – Project Administration

- Project administration for project initiation and invoicing for Project Manager and Administration.
- Routine check-ins with the City to schedule resources to meet the services detailed in Task 1.

Task 1 - Capacity Assurance Program Management Support

- Management, monitoring and coordination of the Capacity Assurance Program, processes and compliance with the Consent Decree, including periodic reporting and updates to the City and CW2020.
- Continued implementation, and periodic review and update of the CAP SOP, CAP Tool, EPA CAP document, and the CAP Tool User's Manual to incorporate changes as they are made or needed to incorporate tools and other process as they become available. This may include the creation and incorporation of new SOPs as needed.
- Work with the City and CW2020 staff to identify, investigate and analyze CAP problems, gaps or areas needing improvement in the CAP. This may include making recommendations of solutions to the City and CW2020, and implementing solutions as directed.
- Complete periodic reviews of the CAP process and provide a report to the City and CW2020 on successes, failures and lessons learned to identify potential changes needed in the CAP Process or supporting documentation.
- Manage and understand the components that support the CAP, how the CAP fits into the CW2020 Program and recommend changes as needed and/or create SOPs as needed to maintain compliance and to support the City and CW2020.
- Manage and coordinate the development of mapping of any areas with pending or current capacity limited area designation based on the CAP execution, wet weather SSOs and other tools such as the CAP Tool and SewerCAD models. Work with City's GIS personnel to update the database of capacity limited areas as needed to maintain current and up-to-date mapping.
- Perform an evaluation of CD compliance conditions for any subsequent Storm Characterizations, as necessary.
- Review current and proposed processes/solutions for compliance and integrate them into the CAP process and SOP.

- Coordinate with other City departments and other utilities and entities to track and implement the requirements of the City's CAP, including satellite sewer systems.
- Incorporation of the CAP Tool into the current CAP process and transitioning from the Interim CAP Process. Testing the CAP Tool when updates are made.
- Incorporate updated or new information, data and tools to the CAP process as they become available to provide a better understanding of the system. This includes the incorporation of the review of tools and information to identify capacity concerns or issues within the system in areas that may not necessarily be under a CAP review for a proposed development. This includes, but is not limited to, areas under construction or identified for rehabilitation, other CIP projects, CAP Tool information on potentially capacity limited areas, flow monitoring information, wet weather SSO investigations and updated model information.
- Support of other CD program areas, as well as other City needs where information from the CAP, CAP Tool and CAP Request Database provides important information to the City for regulatory compliance.
- Update CAP program documents and information, including coordination with the City to update the CAP website, so the sites remain current.
- Responsible for maintaining compliance of CAP SharePoint page with information to maintain CD compliance and maintain all current and relevant CAP management documentation on SharePoint.
- Assist and participate in public relations efforts designed to inform the public, developers and consultant engineers of CAP program requirements, updates and procedures.
- Assist the City and CW2020 with annual mock EPA audits of the CAP and work with City staff and CW2020 staff to improve any gaps or areas of non-compliance found during mock audits.
- CAP Tool Updates and Deployment
 - Perform Beta Testing of CAP Tool when updates are made. Provide comments to the developer of the CAP Tool.
 - Perform periodic maintenance of the CAP database to update it for any GIS Mapping Updates in the system, localized field survey updates generated from CAP Requests, pump station capacity updates, capacity enhancing projects completed and I/I or storage credits achieved as the CW2020 program is implemented.
 - Coordinate and document CAP supporting processes such as Pump Station Capacity Reviews, updates to the tool as minor batch functions or single updates, updates to the CAP Tool User's Manual, wet weather SSOs on an occurrence basis and any other data that has to be manually input, updated on CAP Tool or may affect the results of the CAP Tool or CAP analysis.
 - Oversee and potentially perform Periodic (likely annual) maintenance to the CAP tool by updating it with new collection system survey information, I/I credits and other information.
- Review of CAP Requests
 - Follow standard processes developed by the City and CW2020 for performing review of CAP requests.
 - Follow the CAP SOP and any associated SOPs for the review of CAPs, and work with the City's CAP Manager to ensure reviews and documentation are in compliance with the CAP and the CD.
 - Perform CAP and PreCAP requests weekly and present to the City's CAP Manager for review and signature. Perform the CAP Analysis and Documentation tasks to complete the review, evaluation, response, reporting and documentation on CAP and PreCAP Requests. This includes performing industrial development capacity reviews as needed.
 - Oversee and manage requests to the City's Hydraulic Model Consultant managing the current wastewater system hydraulic model as needed to support or provide further and higher level hydraulic reviews. Coordinate with the City's CAP Manager to track, review deliverables and manage these modeling requests so they remain on schedule and within budget.
 - Perform detailed capacity analysis reviews (as needed) on gravity sewer, pump stations and force main systems utilizing but not limited to the following resources (CAP Tool, SewerCAD, Microsoft

Excel, Arc GIS, etc.) to complete the evaluation of CAP Requests.

- As needed and requested by the City, identify, investigate, analyze and develop solutions to, and implement complex problems that involve the City's wastewater system and its ability to provide wastewater collection, conveyance and treatment services.
- Evaluate, document and update database for all CAP Approval issued as Essential Services, illicit connections or In-Lieu of Certifications, including supporting documentation.
- Coordinate with the CAP Tool Consultant and Hydraulic Model Consultant, as necessary, to complete analysis of system capacity.
- Coordinate and meet with City Staff, CW2020 Staff, CAP Requesters and Consultant engineers to gather all required information to perform wastewater system capacity analysis as needed. Meetings with City and CW2020 staff to be held at City/CW2020 offices. Independently coordinate with developers and engineers to obtain information needed to adequately perform CAP reviews.
- Work with the City's CAP Manager to identify system improvements that could resolve capacity constraints for approval of CAP Requests. Assist the City's CAP Manager in conveying these solutions to the CAP Requesters and documenting the conditions for any subsequent and contingent approvals.
- Present completed CAP analysis to the City for review and approval. Prepare written or oral reports and technical memos as needed.
- Complete Quarterly CAP reviews of available capacity for Minor Connections as needed and in order to maintain CD Compliance. Maintain a separate accounting of any Minor Connections requested and complete the Quarterly reconciliation, new Quarterly reviews and perform updates as necessary resulting from the Quarterly reviews of minor connections.
- Work with City's GIS personnel to update maps of capacity limitations periodically (currently quarterly).
- Manage and review Satellite Sewer System submittals.
- Assist in task as identified as needed by the City's CAP Manager when requested.
- Work with the City and CW2020 staff to identify, investigate and analyze CAP problems, gaps or areas needing improvements, including recommending and implementing solutions as directed to maintain compliance with CD requirements. This also includes items identified in the CAP Action Items tracking list.
- Assist other related services to assist City engineering staff when requested.

The Consultant's professional support services staff is expected to work normal office work hours or as approved by the City, excluding City Holidays and Vacation. This Scope of Services assumes the Consultant's CAP Manager will work on-site at the Columbia Clean Water 2020 office or a designated City office up to two days a week or as needed to meet the service support needs. Changes or adjustments in working hours and work location may be approved on a case- by-case basis by the City of Columbia.

Compensation for services provided under this Scope of Services will be on an hourly basis in accordance with the Consultant's current Hourly Rate Schedule identified in Exhibit C.

EXHIBIT B - SCHEDULE FOR COMPLETION OF SERVICES

City of Columbia

Capacity Assurance Program Professional Support Services FY24/25

The services described under Exhibit A – Scope of Services will be provided within the mutually agreeable schedule established within the period from Notice-To-Proceed through June 30, 2025.

For the period of service listed below, it is assumed that the Consultant will provide up to 28 hours a week to provide the services outlined in Exhibit A – Scope of Services. The period of service can be modified or terminated as outlined in the Agreement. It is anticipated that services under Exhibit A, upon mutual agreement, may be authorized by the City for up to two additional one-year periods in accordance with RFQ 001-20-21-NMJ.

Upon authorization by the City and mutual agreement by AECOM Technical Services, Inc., it is currently anticipated that the total Contract schedule will be extended through the dates listed below:

Task	Start Date	End Date
NTP for CAP Professional Support Services for FY24/25	October, 2024	June 30, 2025
FY25/26 Renewal Option	July 1, 2025	June 30, 2026
FY26/27 Renewal Option	July 1, 2026	June 30, 2026

EXHIBIT C COMPENSATION & HOURLY RATES

City of Columbia

Capacity Assurance Program Professional Support Services FY24/25

The work to be performed as previously delineated in Exhibit A – Scope of Services, will be billed on an hourly basis with a not-to-exceed cost ceiling as outlined below. The not-to-exceed cost ceiling is broken out by fiscal year and shown in Table 1.

The Consultant will provide hourly services upon issuance of the Notice-To-Proceed until June 30, 2025 (End of FY24/25). Services beginning on July 1, 2024 shall be authorized upon issuance of an approved PO with approved funding from FY24/25 at which time will be authorized with a not-to-exceed cost ceiling through June 30, 2025.

Table 1 – Cost Breakdown by Fiscal Year

Task	Not-To-Exceed Cost Ceiling	Funding Year
Task 0 thru Task 1 – CAP Professional Support Services (by hour)	\$209,500	FY 24/25
Task 0 thru Task 1 – CAP Professional Support Services (by hour)	TBD	FY 25/26
Task 0 thru Task 1 – CAP Professional Support Services (by hour)	TBD	FY26/27

The Consultant shall be compensated for actual work performed on an hourly and unit price basis (hourly rate schedule provided in Table 2 of Exhibit D) for services listed in Exhibit A. The Not-to-Exceed Fee for scope of services from July 1, 2024 through June 30, 2025 is \$209,500. Total not-to-exceed cost ceiling for optional renewals shall be determined at the time of renewal based on CAP program need.

Payment for fees will be paid monthly based on actual labor time and the hourly billing rates as noted within the Staff Hourly Rate table. The hourly rates provided shall include all expenses.

HOURLY BILLING RATES

2024-2025 AECOM Technical Services, Inc.

City of Columbia

Capacity Assurance Program Professional Support Services - FY24/25

The work to be performed as previously delineated in Exhibit A – Scope of Services, will be billed on a Not-To-Exceed cost ceiling of \$209,500 for services July 1, 2024 through June 30, 2025.

AECOM Technical Services, Inc. shall be allowed to adjust employee hourly rates on an annual basis starting in July 2025. Adjustments shall not exceed 3% per year. Table 2 below summarizes the FY24/25 AECOM Technical Services, Inc. Billing Rates. Approval of adjusted hourly rates by the City does not affect the total project cost ceiling for compensation under this Agreement.

Table 2 FY24/25 Hourly Billing Rates

Employee Classification	Billing Rates (\$/hr)
Senior Project Manager	\$245
Senior Project Engineer	\$175
Engineering Associate	\$115
Project Administrator	\$115

All invoices for this Contract shall provide line items for the following breakout of services:

1. Invoiced Labor (by hour) - \$XXX,XXX.00 (XX hours x \$XXX/hr.)
2. Also include the total contract authorized amount, City purchase order number, Date of services, detailed description of services provided during billing period, and amount remaining on contract.

When services performed under this contract approach the not-to-exceed budget limit, the Consultant will notify the City in writing. Additional work will not be performed beyond the authorized budget limit without prior authorization and a corresponding budget increase.

EXHIBIT D - BUSINESS INFORMATION RECORD for SUBCONSUTANTS/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	N/A	N/A	N/A	N/A	N/A	N/A
				%		
				%		
				%		
				%		
				%		

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 \$ N/A

TOTAL CONTRACT AMOUNT: \$ _____

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

Business Name: AECOM Technical Service, Inc.

Representative Name/Title: Clint Riley

Date: 9/26/2024

SS7593 – Capacity Assurance
Program Professional
Support Services

Prepared For: Water 2020



1 inch = 2 miles

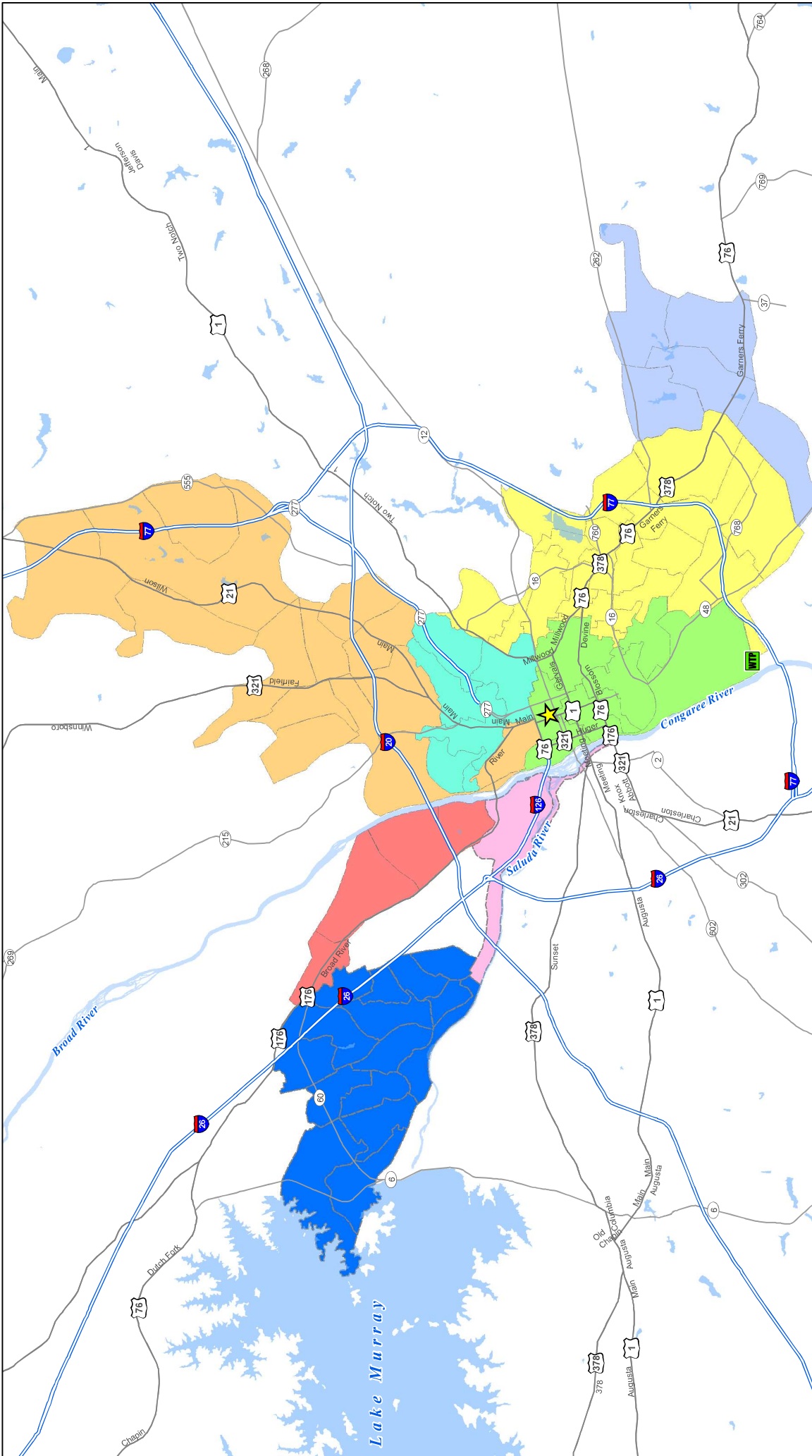


- City Hall
- Broad River
- Crane Creek
- Gills Creek
- Mill Creek
- Rocky Branch
- Saluda River
- Smith Branch
- West Columbia
- Metro WWTP

City of Columbia
Water 2020



We Are Columbia
2020 Water Protection Map





MEETING DATE: October 15, 2024

DEPARTMENT: Legal Department

FROM: *Teresa Knox, City Attorney*

SUBJECT: Ordinance No.: 2024-078 - Amending Ordinance 2024-043 to Adopt the Budget for the City of Columbia, South Carolina, for the Fiscal Year ending June 30, 2025

REQUISITION NO.: 2024-078

FUNDING SOURCE & ORIGINAL BUDGET:

PURPOSE:
First reading approval was given on October 1, 2024.

ATTACHMENTS:

- **#a:** 2024-078 - Amending Ordinance 2024-043 to Adopt the Budget for the Fiscal Year ending June 30, 2025 (PDF)

HISTORY:

10/01/24 Columbia City Council APPROVED ON FIRST READING.

ORDINANCE NO.: 2024-078

*Amending Ordinance 2024-043 to Adopt the Budget for the City of Columbia,
South Carolina, for the Fiscal Year ending June 30, 2025*

WHEREAS, the City of Columbia, South Carolina adopted its budget for the fiscal year ending June 30, 2025 by Ordinance 2024-043 enacted on June 18, 2024; NOW, THEREFORE,

WHEREAS, City Council has heretofore enacted Ordinance No. 2024-043 adopting the budget for Fiscal Year 2024-2025 and establishing the ad valorem tax millage rate of ninety-three and eight tenths (93.8) mills; and,

WHEREAS, S.C. Code Ann. Section 6-1-320 (A) requires using rollback millage in a year of reassessment using a calculation pursuant to S.C. Code Ann. 12-37-251(E); and,

WHEREAS, the property tax projected revenue to be received by the City under this amendment will be the same as the property tax projected revenue that the City was to receive under the previously adopted budget ordinance;

BE IT ORDAINED this ____ day of ____, 2024 that Ordinance No. 2024-043 be and it hereby is amended to set a tax millage rate of eighty-nine and six tenths (89.6) mills on the assessed value of all taxable real property and personal property in the City of Columbia, South Carolina pursuant to S.C. Code Ann. Section 6-1-320.

The remaining provisions of Ordinance No. 2024-043 shall not be affected by this Ordinance.

This ordinance is effective as of final reading.

Requested by:

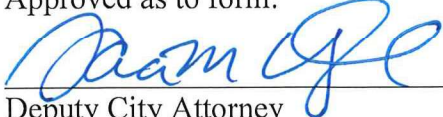
Assistant City Manager Palen

Mayor

Approved by:

City Manager

Approved as to form:



Deputy City Attorney

ATTEST:

City Clerk

Introduced:

Final Reading:

LEGAL DEPARTMENT DRAFT



MEETING DATE: October 15, 2024

DEPARTMENT: Legal Department

FROM: *Teresa Knox, City Attorney*

SUBJECT: Ordinance No.: 2024-039 - Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 12, Motor Vehicles and Traffic, Article II, Stopping, Standing and Parking, Division 1, Generally, Sec. 12-51, Use of Loading Zones, Sec. 12-53, Immobilization and Impoundment of Vehicles, Division 2, Parking Meter Zones, Sec. 12-72, Location and Operation of Meters, Sec. 12-75, Deposit of Payment, Sec 12-79, Violations; citations; penalty, Sec. 12-81, Exemptions, Division 3, Residential Permit Parking Districts, Sec. 12-111, Permit Fees, Sec. 12-115, Appeals, Division 4, Valet Parking, Sec. 12-121, Definitions, Sec. 12-123, Process for Permits and Renewals, Sec. 12-125, Operating Requirements, Sec. 12-126, Penalties, Sec. 12-127, Grounds for Revocation and Denial, Sec. 12-130, Conformance with Applicable Laws, Sec. 12-131, Conditions Imposed on Permit and Article IV, Garages and City Owned Parking Facilities, Sec. 150, Fees

REQUISITION NO.: 2024-039

**FUNDING SOURCE &
ORIGINAL BUDGET:**

ATTACHMENTS:

- **#a:** 2024-039 - Amend Chapter 12 Article II Stopping Standing and Parking (PDF)

ORDINANCE NO.: 2024-039

Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 12, Motor Vehicles and Traffic, Article II, Stopping, Standing and Parking, Division 1, Generally, Sec. 12-51, Use of Loading Zones, Sec. 12-53, Immobilization and Impoundment of Vehicles, Division 2, Parking Meter Zones, Sec. 12-72, Location and Operation of Meters, Sec. 12-75, Deposit of Payment, Sec. 12-79, Violations; citations; penalty, Sec. 12-81, Exemptions, Division 3, Residential Permit Parking Districts, Sec. 12-111, Permit Fees, Sec. 12-115, Appeals, Division 4, Valet Parking, Sec. 12-121, Definitions, Sec. 12-123, Process for Permits and Renewals, Sec. 12-125, Operating Requirements, Sec. 12-126, Penalties, Sec. 12-127, Grounds for Revocation and Denial, Sec. 12-130, Conformance with Applicable Laws, Sec. 12-131, Conditions Imposed on Permit and Article IV, Garages and City Owned Parking Facilities, Sec. 150, Fees

BE IT ORDAINED by the Mayor and Council this _____ day of _____, 2024, that the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 12, Motor Vehicles and Traffic, Article II, Stopping, Standing and Parking, Division 1, Generally, Sec. 12-51, Use of Loading Zones, Sec. 12-53, Immobilization and Impoundment of Vehicles, Division 2, Parking Meter Zones, Sec. 12-72, Location and Operation of Meters, Sec. 12-75, Deposit of Payment, Sec. 12-79, Violations; citations; penalty, Sec. 12-81, Exemptions, Division 3, Residential Permit Parking Districts, Sec. 12-111, Permit Fees, Sec. 12-115, Appeals, Division 4, Valet Parking, Sec. 12-121, Definitions, Sec. 12-123, Process for Permits and Renewals, Sec. 12-125, Operating Requirements, Sec. 12-126, Penalties, Sec. 12-127, Grounds for Revocation and Denial, Sec. 12-130, Conformance with Applicable Laws, Sec. 12-131, Conditions Imposed on Permit and Article IV Garages and City Owned Parking Facilities, Sec. 150, Fees is amended to read as follows:

ARTICLE II. STOPPING, STANDING AND PARKING

DIVISION 1. GENERALLY

Sec. 12-51. Use of loading zones.

- (a) Parking places marked as loading zones may be used only by vehicles actually engaged in loading or unloading, pickup or delivery of merchandise to or from a business which can be served from the loading zone within a period of 30 minutes.
- (b) It shall be unlawful for any vehicle, regardless of size or tonnage, to occupy any loading zone unless the owner has first obtained an annual permit from the parking services division, which shall run from July 1 to June 30. The parking services division shall issue permits only for those vehicles which have as their principal business purpose the transporting of goods and merchandise, and he may collect an annual fee as provided in the table below with of \$5.00 for one vehicle permit, provided that additional vehicles under the same ownership may be issued permits also based on the table. ~~for a fee of \$2.00 each.~~

	<u>Fee</u>
<u>First 10 Permits</u>	<u>\$100 each</u>
<u>Additional Permits</u>	<u>\$50.00 each</u>

LEGAL DEPARTMENT DRAFT

- (c) The owner of any vehicle found in violation of this section shall be guilty of a misdemeanor, punishable, upon conviction, in accordance with section 1-5, and the permit, if any, issued for the vehicle, shall be revoked in addition to other penalties provided by law.

(Code 1979, § 2-3061; Ord. No. 2016-090, 10-18-16)

Sec. 12-53. Immobilization and impoundment of vehicles.

- (a) *Authorized; procedure; fee.* Any vehicle identified as a public nuisance may be impounded by the city by giving authorization to a commercial towing or wrecker service to tow the vehicle away and store it in a safe place until claimed by the owner or by immobilizing it in such a manner as to prevent its operation.
- (1) Immobilization shall be at the direction of a city police officer or other city employee charged with such responsibility.
 - (2) Upon immobilization, the officer or employee shall place upon the vehicle a notice sufficient to warn the owner or driver that the vehicle has been immobilized and that any attempt to move or drive it may result in damage. Such notice shall also inform the owner or driver of the reason for immobilization and the amount of the outstanding bonds then due.
 - (3) Immobilization shall remain in place for 48 hours unless sooner released in accordance with subsection (b) of this section. If compliance with subsection (b) of this section has not occurred within 48 hours, the vehicle shall be towed and impounded.
 - (4) The owner of the vehicle immobilized or towed shall have the right to contest the validity of the action taken by the city by requesting a hearing by the city manager or his/her designee. The request for a hearing must be in writing and delivered to the city manager's office within ten (10) days of immobilization or towing. Any person dissatisfied with the decision of the city manager or his/her designee may appeal the decision to a court of competent jurisdiction within ten (10) days after notice of the decision from which the appeal is taken.
 - (5) The owner of an immobilized vehicle shall be subject to a fee of ~~\$35.00~~ **\$75.00** for the immobilization, which fee shall be exclusive of any bonds posted, fines imposed or storage costs assessed.
- (b) *Release of vehicle to owner.*
- (1) No impounded vehicle shall be released without satisfactory proof of ownership. The owner of a towed or immobilized vehicle may secure its release by:
 - a. Posting the bond required by the municipal court for his appearance to contest the validity of the actions of the city and to answer for the parking violations.
 - b. Paying the fee imposed by subsection (a)(5) of this section.
 - (2) Towing and storage charges of a commercial towing or wrecker service shall be the responsibility of the owner.

(Code 1979, §§ 2-3063, 2-3064; Ord. No. 2001-078, 10-17-01)

DIVISION 2. PARKING METER ZONES

Sec. 12-72. Location and operation of meters.

Parking meters installed in the parking meter zones established by the provisions of this division may be placed upon the curb immediately adjacent to the individual parking places described in this division. Each parking meter shall be placed or set in such a manner as to show or display by a signal or

LEGAL DEPARTMENT DRAFT

through an electronic method that the parking space adjacent to such meter is or is not in use. Each parking meter may be installed and set to display, upon the deposit of coins, credit card, prepaid parking card or by an electronic payment method authorized by the city, a signal indicating purchased parking for up to the maximum time allowed by the meter, in such zones as are designated by the city council. Each meter shall also be arranged so that upon the expiration of the purchased parking time, it will indicate by a mechanical operation and the dropping of the proper signal or through an electronic method of notification that the purchased parking has expired. Parking payment methods such as pay-by-space and pay-and-display may be installed in areas designated by the city manager within parking meter zones to provide convenient methods of payment for parking. Where meters or other devices are not practical in the judgment of parking services, signage may be erected at parking spaces and at the entrance to public off-street parking lots or garages to allow members of the public to use alternative methods of payment. The city may provide a pay-by-phone or other remote payment service to the public for payment of parking fees.

(Code 1979, § 2-3066; Ord. No. 2001-078, 10-17-01; Ord. No. 2016-090, 10-18-16)

Sec. 12-75. Deposit of payment.

When any vehicle shall be parked in any space alongside or next to which a parking meter, parking control device or space controlled by a remote payment method is located in accordance with the provisions of this division, the operator of such vehicle shall, upon entering the parking space, immediately deposit a coin of the United States, credit card, or prepaid parking card in such parking meter or other parking control device, or purchase time by other designated electronic method, and the parking space may then be lawfully occupied by such vehicle during the period provided. If such vehicle shall remain parked in any such parking space beyond the parking time limit, the parking meter shall display a sign or signal showing expired parking or the operator shall be notified by electronic means, and in that event such vehicle shall be considered as parked overtime and beyond the period of purchased parking time, and the parking of a vehicle overtime or beyond the period of purchased parking time in any such part of a street where any such meter is located shall be a violation of this division.

	<u>Fee</u>
<u>On-Street</u>	<u>\$2.00 per hour, or portion thereof, up to maximum time limit</u>
<u>Daily Meter Reservation</u>	<u>\$25.00 per meter</u>
<u>Weekly Meter Reservation</u>	<u>\$100.00 per week (6 days)</u>
<u>Monthly Meter Reservation</u>	<u>\$400.00</u>

LEGAL DEPARTMENT DRAFT

(Code 1979, § 2-3069; Ord. No. 2016-090, 10-18-16)

Sec. 12-79. - Violations; citations; penalty.

- (a) It shall be the duty of city police officers, other city employees, designated by the city manager, or any other state or federal government agency designated by the city manager with such responsibility to report:
- (1) The number of each parking meter which indicates that the vehicle occupying the parking space adjacent to such parking meter is or has been parked in violation of any of the provisions of this division;
 - (2) The state license number of such vehicle; and
 - (3) Any other facts, a knowledge of which is necessary to a thorough understanding of the circumstances attending such violation.
- (b) Each such police officer, other city employees designated by the city manager, or any other state or federal government agency designated by the city manager shall also attach to such vehicle a notice to the owner thereof that such vehicle has been parked in violation of a provision of this division, stating the bond set by the city court in regard to such violation.
- (c) In any parking meter zone, every hour or fraction of any hour of overtime parking shall constitute a separate offense.
- (d) Persons who receive a parking ticket may elect to pay the bond amount of the parking ticket or they may invoke the right of trial upon their acceptance of a courtesy summons in substitution of each parking ticket issued. Upon receiving a request for such trial, a courtesy summons shall be issued and a copy of that courtesy summons will be mailed to the owner's address listed in the vehicle's registration information along with the date and time of the trial. The original courtesy summons will be served at the time of the trial. Service of a courtesy summons vests the municipal court with jurisdiction to hear and dispose of the charge for which the courtesy summons was issued and served. Upon conviction after trial, the person shall be punished for each violation in accordance with section 1-5.

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Citation Type	Initial Fine	30-Day Late Fee	60-Day Late Fee	90-Day Late Fee
Handicapped Parking	\$500	\$0	\$0	\$0
Fire Lane	\$200	\$25	\$25	\$0
Parking Overtime	\$25	\$25	\$25	\$0
Parking Wrong Side of Street	\$25	\$25	\$25	\$0
Parking Improperly	\$25	\$25	\$25	\$0
Parking In "No Parking" Area	\$50	\$25	\$25	\$0
Parking In Bus/Taxi Zone	\$50	\$25	\$25	\$0
Double Parking	\$50	\$25	\$25	\$0
Blocking Driveway	\$75	\$25	\$25	\$0
Meter Ord. (Meter #)	\$20	\$25	\$25	\$0
Blocking Sidewalk	\$50	\$25	\$25	\$0
Loading Zone	\$75	\$25	\$25	\$0
Reserved Parking Only	\$75	\$25	\$25	\$0
Re-Feeding Meter	\$25	\$25	\$25	\$0
Tree Zone	\$25	\$25	\$25	\$0
Keys in Unattended Vehicle	\$50	\$25	\$25	\$0
2 nd Violation (same space)	\$25	\$25	\$25	\$0
3 rd Violation (same space)	\$25	\$25	\$25	\$0

(Code 1979, § 2-3073; Ord. No. 2000-002, 1-19-00; Ord. No. 2003-029, 5-7-03; Ord. No. 2008-090, 10-22-08)

Sec. 12-81. Exemptions.

- (a) All commercial trucks while actually loading and unloading are required to pull in to the curb without charge in metered spaces.
- (b) Any commercial truck parked in a meter space longer than while actually loading and unloading will be in violation of this division.

- (c) Disabled operators of vehicles bearing license plates issued by the state highway department indicating that the operator is disabled shall be exempt from the requirements of this division pertaining to the payment of on-street parking fees. All other parking and meter regulations, except timed parking, shall apply to such operators.
- (d) Witnesses who testify or are subpoenaed to testify in criminal cases in the circuit court, while in attendance at court, shall not be subject to parking meter requirements for deposit of coins or overtime parking, and parking meter tickets certified by the clerk of court as exempt under this subsection shall be cancelled.

(Code 1979, § 2-3075; Ord. No. 2016-090, 10-18-16)

DIVISION 3. RESIDENTIAL PERMIT PARKING DISTRICTS

Sec. 12-111. Permit fees.

Fees per vehicle will be charged as follows for permits issued under this division:

- (1) ~~Owner-occupant vehicle permits: \$5.00 per vehicle for a 24-month period~~
- (2) ~~Tenant vehicle permits: \$10.00 per vehicle for a 6-month period.~~
- (3) ~~Owner-occupant visitor permits: \$1.00 per vehicle.~~
- (4) ~~Tenant Visitor permits: \$5.00 per vehicle.~~
- (5) ~~Transfer to another vehicle: \$1.00 per vehicle.~~

	<u>Fee</u>
<u>Owner occupant vehicle permit – 24 month period</u>	<u>\$120.00 per vehicle</u>
<u>Tenant vehicle permit – per the current lease term</u>	<u>\$5.00 per vehicle/per month</u>
<u>Owner occupant visitor permit – 24 month period</u>	<u>\$240.00 per vehicle</u>
<u>Tenant visitor permit – per the current lease term</u>	<u>\$4.00 per vehicle/per month</u>
<u>Permit transfer to another vehicle</u>	<u>\$10.00</u>

(Ord. No. 2008-050, 1-7-09)

Sec. 12-115. Appeals.

Any person aggrieved by the denial or cancellation of a permit under this division shall have the right to appeal such denial or cancellation to the head of the department designated by the city manager to enforce residential parking permit regulations upon written notice to the head of the department designated by the city manager to enforce residential parking permit regulations within ~~ten~~ seven days of such denial or cancellation.

(Ord. No. 2008-050, 1-7-09)

LEGAL DEPARTMENT DRAFT

DIVISION 4. – VALET PARKING

Sec. 12-121. Definitions.

For purposes of this division, the following words shall have the following meanings:

Applicant means a person requesting a valet parking permit.

Director of general parking services means the director of general services or his or her designee.

Permit means a valet parking permit.

Public right-of-way means any area dedicated for public use as a public street, pedestrian way, or other thoroughfare, including but not limited to streets, roadways, parkways, alleys, sidewalks, and pedestrian ways.

Valet parking means typical practices associated with, and the act of, driving another person's vehicle to and from a parking location so that said person and any passengers originally within the vehicle may unload and load at or near their immediate destination.

Valet parking service means a person valet parking, including any persons, subcontractors, or agents employed or otherwise assisting said person.

(Ord. No. 2004-022, 7-28-04)

Sec. 12-123. Process for permits and renewals.

- (a) New applications for a permit shall be submitted to the Business License Division. New applications shall include the following information:
 - (1) The name, address, and telephone number of the applicant, the valet parking service, and a person associated with the valet parking service immediately available during all hours of its operation.
 - (2) A signed statement from the owner of each premises that would benefit from the valet parking, granting permission to the valet parking service to valet park the vehicles of his or her patrons.
 - (3) The hours of operation of all premises that would benefit from the valet parking and the hours of operation of the valet parking service at each premises. Where the premises that would benefit from the valet parking is an auditorium, convention center, or other major venue, the application may substitute a yearlong event schedule that includes anticipated event times rather than hours of operation.
 - (4) The number of employees assigned to valet park for each premises that would benefit from the valet parking.
 - (5) The seating capacity or other capacity of all premises that would benefit from the valet parking.
 - (6) The location where vehicles would queue prior to receipt by the valet parking service, the location where patrons would drop-off vehicles, and the location where the valet parking service would return vehicles to patrons.
 - (7) The location where vehicles would be parked or stored for each premises that would benefit from the valet parking.
 - (8) The route between the vehicle drop-off and return locations and the parking location.
 - (9) A signed statement from the operator of any parking facility designated as the parking location regarding that facility's ability to accept the vehicles. The statement shall include:

LEGAL DEPARTMENT DRAFT

- a. The total number of parking spaces within the parking facility.
 - b. The number of parking spaces within the parking facility to be reserved for the premises that would benefit from the valet parking.
 - c. An estimate of the percent usage of the parking facility prior to and subsequent to the proposed valet parking were it approved.
 - d. The number of parking spaces within the parking facility that is reserved because they satisfy the parking requirements of the Zoning Ordinance.
- (10) A contract pending approval of a permit or an executed contract between the applicant and each operator of a parking facility designated as a parking location. Each contract shall contain a provision that it cannot be canceled without at least 60 days notice to the other party and to the city.
- (11) The location of any proposed signs for the valet parking service and any proposed attendant stands.
- (12) Proof that the applicant has insurance in force satisfying the requirements of section 12-128.
- (13) Payment of a nonrefundable permit fee plus a parking space use. The new permit fee is \$30.00. The permit and fee to renew a previously approved permit are provided in the table below. \$5.00. The parking space use fee shall equal the prevailing hourly rate of the associated parking meter(s) or pay-by-space multiplied by the number of hours the parking meter(s) or pay-by-space would otherwise have been in service. A parking space use fee shall not be charged where the parking space is not regulated by a parking meter or pay-by-space; however, the city reserves the right to install a paid parking meter space at any time. Fees shall not be pro-rated based upon when the application was submitted during the calendar year.

	<u>Fee</u>
<u>New Valet Operation Permit Fee</u>	<u>\$100.00</u>
<u>Renewal Permit Fee</u>	<u>\$100.00</u>

- (14) Where the applicant proposes to valet park in conjunction with a once-a-year or otherwise special event that lasts no more than 7 calendar days, the items required within subsections 9 (d) and 10 may be excluded from the application. However, the director of general parking services reserves the right to require that the applicant submit these documents upon his or her determination that the information is necessary to make his or her decision.
- (b) Applications to renew a previously approved permit may be limited to:
- (1) A cover letter signed by the applicant and the owner of each premises that would benefit from the valet parking stating that the items provided within the previously approved application have not changed;
 - (2) A contract for the parking location (in accordance with subsection (a)(10) above);
 - (3) Proof of insurance (in accordance with subsection (a)(12) above); and
 - (4) Fees (in accordance with subsection (a)(13) above).
- (c) Once the business license division determines an application is complete, the business license division will forward the application to the director of general parking services who will make his or her decision to approve, approve with conditions, or deny the application. The criteria that the

director of general parking services shall consider when making his or her decision are set forth in section 12-127.

- (d) The director of general parking services may seek counsel from other city agencies prior to making his or her decision. The director of general parking services must make a decision within 30 days after the business license division determines that an application is complete. If the director of general parking services fails to issue a decision within the time frame above, the application shall be considered approved.
- (e) The director of general parking services shall return the application and the decision regarding the application to the business license division. If the application is approved or approved with conditions, the business license division shall issue a valet parking permit to the applicant.

(Ord. No. 2004-022, 7-28-04)

Sec. 12-125. Operating requirements.

- (a) The valet parking service shall only accept vehicles at, and return vehicles to, the approved drop-off and return locations. Dimensions of drop-off and return locations shall be determined by the director of general parking services.
- (b) The valet parking service shall only move vehicles between the approved drop-off and return locations and the approved parking location. Said movement of vehicles shall occur only along the approved route.
- (c) The valet parking service shall not use on-street parking spaces for valet parking.
- (d) The valet parking service shall not park any vehicle upon private property without written authorization by the property owner or an authorized agent of the property owner.
- (e) The valet parking service shall provide adequate staffing to receive, park, and return vehicles so that traffic is not impeded by the activities of the permit. Vehicle queuing is allowed only within the area approved for vehicle queuing.
- (f) The valet parking service shall ensure that at least five feet of clearance is provided along all pedestrian walkways.
- (g) The valet parking service shall post in a conspicuous location a copy of the permit and a diagram of the approved route between the approved drop-off and return locations and the approved parking location.
- (h) Except where an applicant proposes to valet park in conjunction with a once-a-year or otherwise special event that lasts no more than seven calendar days, each valet parking service shall display at each drop-off and return location a sign no less than six square feet that includes letters and numerals plainly visible from the street stating:
 - (1) "Valet Parking";
 - (2) The name of the valet parking service;
 - (3) The hours of operation of the valet parking service; and
 - (4) The parking fees, if any.
- (i) The valet parking service shall notify the city police department whenever a vehicle has been left for a period longer than 48 hours without a prior contractual arrangement for such period of time.
- (j) Each person employed by or otherwise assisting the valet parking service shall have a valid driver's license.

(Ord. No. 2004-022, 7-28-04)

Sec. 12-127. Grounds for revocation and denial.

- (a) The director of ~~general~~ **parking** services may revoke or deny a permit for any one of the following reasons:
 - (1) The valet parking service fails to cooperate with the city police department in the investigation of any crime committed at, in proximity to, or between the drop-off and return location and the parking location.
 - (2) The applicant has made a material misrepresentation in his or her application.
 - (3) The valet parking service prescribed by the applicant would or does substantially impact traffic or disrupt the peace and quiet within any area of the city.
 - (4) The valet parking service at the specified location would be or is incompatible with other uses in the vicinity.
 - (5) The applicant, valet parking service, or premises benefiting from the valet parking violated any condition of a previous or existing permit within the city during the past five years.
 - (6) The applicant, valet parking service, or premises benefiting from the valet parking service fails to comply with other criteria set forth herein.
 - (7) The building, structure, lot, or equipment upon the premises benefiting from the valet parking fails to comply with all applicable health, zoning, fire, building, and safety laws of the State of South Carolina or the city.
- (b) The director of ~~general~~ **parking** services shall notify an applicant in writing by certified mail when a permit is revoked or denied. An applicant may appeal a decision of the director of ~~general~~ **parking** services to the city manager or his or her designee within 30 days of receiving the decision.
- (c) Unless the public health, welfare, or safety requires more immediate action, revocation is effective 48 hours after written notice is delivered to the applicant.

(Ord. No. 2004-022, 7-28-04)

Sec. 12-130. Conformance with applicable laws.

- (a) Nothing in this division authorizes or is intended to authorize the parking of vehicles by a valet parking service in a manner contrary to applicable laws of the State of South Carolina and parking and traffic regulations of the city.
- (b) If a parking meter is present at the approved drop-off or return location, the director of ~~general~~ **parking** services shall place upon the parking meter a sign reserving the parking space for valet parking only during the approved hours of operation.

(Ord. No. 2004-022, 7-28-04)

Sec. 12-131. Conditions imposed on permit.

- (a) The director of ~~general~~ **parking** services may impose conditions upon the permit that are reasonably necessary to protect the peace and tranquility of any residential area, mitigate traffic impacts, protect other uses in the area, or protect the public health, welfare, and safety.
- (b) An applicant issued a permit pursuant to these regulations, any valet parking service operating under said permit, and any premises that would benefit from the valet parking resulting from said permit shall comply with all conditions imposed upon the permit pursuant to subsection (a) of this section.

LEGAL DEPARTMENT DRAFT

- (c) An applicant may appeal the imposition of a condition(s) upon the permit in accordance with procedure and time frame established within section 12-127(b).

(Ord. No. 2004-022, 7-28-04)

ARTICLE IV. GARAGES AND CITY OWNED PARKING FACILITIES

Sec. 12-150. Fees.

The rates below are available to the general public on the City's website. All rates are subject to change each fiscal year based upon budgetary considerations and approval by City Council. The monthly fee structure for parking garages decks and city owned parking facilities is as follows:

- (a) *Garages Decks:*

(1) Park Street, Lincoln Street, Sumter Street, Freed Street, Sabal Street, PJ Cannon, Taylor Street, Arsenal Hill, and Lady Street Parking Decks:

<u>Public/ Visitor Parking</u>	<u>First Hour Fee</u>
	<u>Second Hour \$3.00</u>
	<u>Each Additional Hour \$1.00</u>
	<u>Maximum Daily Rate \$15.00</u>
	<u>Lost Ticket \$15.00</u>

- (1) Arsenal Hill and Taylor Street Garages Decks (all spaces) \$52.00

Parking meters, per hour 0.75

	<u>Fee</u>
<u>Monthly unreserved space</u>	<u>\$65.00</u>

- (2) Lady Street, Sumter Street and Washington Street Garages Decks:

Unassigned spaces 78.00

Assigned spaces 105.00

Hourly rate:

First 30 minutes 1.00

Second 30 minutes 1.00

Each additional hour 1.00

(Maximum of \$10.00/day)

	<u>Fee</u>
<u>Monthly unreserved space</u>	<u>\$85.00</u>
<u>Monthly reserved space</u>	<u>\$155.00</u>

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(3) Park Street and Lincoln Street Garages Decks:

Unassigned spaces 65.00

Assigned spaces 80.00

Hourly rate:

First 30 minutes 1.00

Second 30 minutes 1.00

Each additional hour 1.00

(Maximum of \$10.00/day)

	<u>Fee</u>
<u>Monthly unreserved space</u>	<u>\$78.00</u>
<u>Monthly reserved space</u>	<u>\$125.00</u>

(4) City Center PJ Cannon Garage Deck:

Unassigned spaces 65.00

Assigned spaces 85.00

Parking meters, per hour 0.75

	<u>Fee</u>
<u>Monthly unreserved space</u>	<u>\$85.00</u>
<u>Monthly reserved space</u>	<u>\$130.00</u>

(5) Freed Street and Sabal Street Decks

	<u>Fee</u>
<u>Monthly unreserved space</u>	<u>\$105.00</u>
<u>Monthly reserved space</u>	<u>\$155.00</u>

(b) *Surface parking lots:*(1) Sumter Street/Blanding Street Lot and Sumter Street/Taylor Street Lot:

Non-residential 50.00

	<u>Fee</u>
<u>Monthly unreserved space</u>	<u>\$65.00</u>
<u>Public / Visitor Parking</u>	<u>\$2.00/hour</u>

(2) Devine Street and Pavillion Lot

	<u>Fee</u>
<u>Monthly unreserved space M-Sa 8:00A-7:00P</u>	<u>\$35.00</u>

(3) Harden Street Lot

	<u>Fee</u>
<u>Public / Visitor</u>	<u>\$2.00 hourly until 4:00P</u>
	<u>\$7.00 flat fee after 4:00P (Monday – Wednesday)</u>
	<u>\$10.00 flat fee after 4:00P (Thursday – Saturday)</u>

(4) 1127 Washington Street Lot

	<u>Fee</u>
<u>Monthly unreserved space</u>	<u>\$105.00</u>
<u>Public / Visitor</u>	<u>\$2.00 hourly</u>

(5) Taylor Street Lot

	<u>Fee</u>
<u>Monthly unreserved space</u>	<u>\$65.00</u>

(c) *In/Out permit parking on street (unassigned space monthly)* ~~35.00~~ \$50.00(d) Residential Parking, non-residential neighborhood areas

	<u>Fee</u>
<u>Monthly unreserved, nights and weekends only</u>	<u>\$50.00</u>

(e) Electric Vehicle Charging

	<u>Fee</u>
<u>Level 2 Charging Station</u>	<u>\$0.1900/kWh</u>
<u>Level 2 Charging Station dwell-time</u>	<u>\$2.00 / hour (\$25 per dwell session max)</u>
<u>DC Fast Charging Station</u>	<u>\$0.3469 /kWh</u>
<u>DC Fast Charging Station dwell-time</u>	<u>\$2.00 / hour (\$25 per dwell session max)</u>

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All Electric Vehicle Charging fees are in addition to any applicable posted parking facility fees.

(Ord. No. 2006-80, 12-13-06; Ord. No. 2008-091, 10-22-08; Ord. No. 2011-102, 2-21-12)

The Effective Date of this Ordinance shall be January 1, 2025.

Requested by:

ACM Henry M. Simons

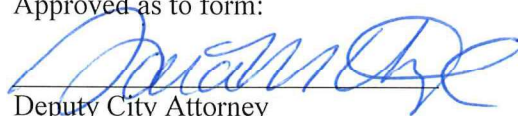
Mayor

Approved by:

City Manager

Approved as to form:

ATTEST:


Deputy City Attorney

City Clerk

Introduced:

Final Reading:

LEGAL DEPARTMENT DRAFT



MEETING DATE: October 15, 2024

DEPARTMENT: Planning and Development Services

FROM: *Krista Hampton, Director*

SUBJECT: ANNEXATION, FUTURE LAND USE MAP
AMENDMENT, AND ZONING MAP AMENDMENT for
2318 Newell Road, TMS# 19208-02-13

**FUNDING SOURCE &
ORIGINAL BUDGET:**

CLEAN WATER 2020?: No

PURPOSE:

Ordinance No.: 2024-081 - Annexing 2318 Newell Road, TMS# 19208-02-13 into the City of Columbia, South Carolina, and Incorporating said property into Columbia Compass: Envision 2036 and the Official Zoning Map

Council District: 4

Proposal: Request to annex the property, assign a land use classification of Urban Edge Residential Large Lot (UER-2) and assign zoning of Residential Single Family Large Lot District (RSF-1) for a pending annexation. The property is currently classified as Neighborhood (Medium Density) and zoned Residential 3 (R3) by Richland County.

Applicant: Wanda M. Chamberlain

Staff Recommendation: Approve

PC Recommendation: 09/12/2024; Approve, (7-0)

ATTACHMENTS:

- **#a:** ANNEX-2024-0019_Newell2318_ZPH (PDF)
- **#b:** 2024-081 - Annex and Incorporate Newell Road 2318 (PDF)



CITY COUNCIL

October 15, 2024 at 4:00 P.M.

City Hall, 3rd Floor, Council Chambers, 1737 Main Street, Columbia, S.C., 29201

ANNEXATION, FUTURE LAND USE MAP AMENDMENT, AND ZONING MAP AMENDMENT CASE SUMMARY

2318 Newell Road, TMS# 19208-02-13

Council District:	4
Proposal:	Request to annex the property, assign a land use classification of Urban Edge Residential Large Lot (UER-2) and assign zoning of Residential Single Family Large Lot District (RSF-1) for a pending annexation. The property is currently classified as Neighborhood (Medium Density) and zoned Residential 3 (R3) by Richland County.
Applicant:	Wanda M. Chamberlain
Staff Recommendation:	Approval
PC Recommendation:	09/12/2024; Approval, (7-0)
ZPH, 1st Reading:	10/15/2024; Pending
2nd Reading:	11/05/2024; Pending

CURRENT PARCEL CHARACTERISTICS / CONDITIONS

Acreage: 0.30 acre
Current Use: Residential
Proposed Use: Residential
Reason for Annexation: Municipal Services – Sewer Tap
Urban Service Area: Donut Hole - Secondary
Current County Land Use Classification: Neighborhood (Medium Density)
Proposed City Land Use Classification: Urban Edge Residential Large Lot (UER-2)
Current County Zoning: Residential 3 (R3)
Proposed City Zoning: Residential Single Family Large Lot District (RSF-1)
Census Tract: 116.08

DETERMINATION FOR CITY SERVICES

The following determination is an estimate of the benefits and costs associated with the annexation of the subject property:

Police

As with most annexations, we find that the proposed annexation may result in an increased number of calls for service. The estimated cost to serve this single-family residence would be **approximately \$100 per year**, based on calls to similar nearby residential areas within the City limits.

Fire

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

Solid Waste

The Solid Waste Division provides service to adjacent parcels within this subdivision. **The approximate cost to provide Solid Waste services to a single-family residence is \$225 a year.**

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 account owner(s) will pay water and sewer rates approximately 40% lower than out-of-city customers. The property is currently a water customer and will be a new sewer customer.

Planning & Development Services

We recommend approval of the annexation of this property, which is within an area designated as Donut Hole - Secondary within the Urban Service Area plan. There is currently a single-family residence on the property, and the owner is connecting to City sewer. The estimated real estate tax revenue generated for the City would be **approximately \$125 per year** based on the current taxable value for this location.

* Estimated City Tax Revenue is based on 2023 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 than this number, 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 .002571 for the 2023 tax year).

PLANS, POLICIES, AND LAND USE

Urban Service Area

The subject property is identified as a “Donut Hole - Secondary” in the Urban Service Area Plan.

Principles and Goals of the Urban Service Area

The Urban Service Area plan provides a prioritization tool for City Council, staff, and the public to consider about the areas that present the best opportunities for the City’s long-term growth, while minimizing both short-term and long-term challenges. A review of existing infrastructure as well as the reach of our community facilities and services helps define how we classify areas within the Urban Service Area plan. Areas have been classified as Primary, Secondary, and Long Range areas - or as Donut Holes - in order to represent the general level of priority based on this review.

Importantly, this Urban Service Area plan is a policy guide, and not a determination about annexation on any individual property.

Donut Holes - Secondary

Donut Holes - Secondary are the donut holes where the ability to provide all services and/or the condition of existing infrastructure may not be at optimal levels for annexation at this time. For example, it may be that the storm drainage and/or road system is substandard or that the area is in an overburdened service area.

Annexation within an area classified as Donut Hole - Secondary should be considered, but an assessment of the impact on the City's revenue and ability to serve the property/area in question is needed. In areas lacking infrastructure or serviceability, the City should work towards improving these conditions in collaboration with the communities, the County, and other organizations if possible.

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 for the subject property in the *Columbia Compass: Envision 2036* Future Land Use Map is Urban Edge Residential Large Lot (UER-2). The property is currently designated as Neighborhood (Medium Density) by Richland County.

Refer to the attached land use classification descriptions for existing Richland County and proposed City of Columbia land use classifications.

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, though the Central Midlands Council of Governments is currently facilitating a planning process in the area, the [*Columbia East Traffic Improvement Area Plan*](#).

ZONING

The property is currently zoned Residential 3 (R3) by Richland County. Adjacent parcels within the City of Columbia are zoned Residential Single Family Large Lot District (RSF-1). Adjacent parcels in unincorporated Richland County are currently zoned Residential 3 (R3).

The proposed City of Columbia Zoning is Residential Single Family Large Lot District (RSF-1).

Refer to the attached zoning district descriptions for more information on the proposed City of Columbia zoning.

STAFF RECOMMENDATION

Staff recommends the assignment of the future land use classification of Urban Edge Residential Large Lot (UER-2) and zoning of Residential Single Family Large Lot District (RSF-1) at the time of annexation.

Current Future Land Use Classification

Proposed Future Land Use Classification

Proposed Zoning District

ORDINANCE NO.: 2024-081

Annexing 2318 Newell Road, Richland County TMS #19208-02-13 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 _____, 2024, that:

1. The above recitals and findings are incorporated herein by reference and made a part of this Ordinance.
2. The property identified as 2318 Newell Road, Richland County TMS #19208-02-13 containing .30 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 116.08, and assigned a future land use classification of Urban Edge Residential Large Lot (UER-2) and zoning of Residential Single Family Large Lot District (RSF-1).

PROPERTY DESCRIPTION: See Attached Exhibit "A"

Richland County TMS NO.: 19208-02-13

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:

LEGAL DEPARTMENT DRAFT

ORDINANCE NO.: 2024-081
EXHIBIT "A"
PROPERTY DESCRIPTION

All that certain piece, parcel or lot of land, together with all the improvements thereon, situate, lying and being on the Southwest side of Newell Road, East of the Veterans Hospital, near the City of Columbia, in the County of Richland, State of South Carolina, being shown and delineated as LOT TWENTY NINE (29), BLOCK "C", on a plat of 'TWIN LAKES HILLS SECTION 2, prepared by McMillan Engineering Company, dated March 17, 1961, and recorded in plat book "S", at pages 60 & 61, in the office of the Clerk of Court for Richland County and being more particularly shown and delineated on a Plat prepared for J.B. Dotson, by McMillan Engineering Company, dated October 30, 1962, and recorded in the office of the Clerk of Court for Richland County in Plat Book 20, at page 269, and showing said lot to be bounded and measuring as follows, to-wit: On the Northeast by Newell Road, whereon it measures eighty-nine (89) feet; on the Southeast by Lot Thirty (30), Block "C", whereon it measures one hundred thirty-six and seven-tenths (136.7') feet; on the Southwest by portions of lots two (2) and Three (3), Block "C", whereon it measures ninety-two (92') feet; and on the Northwest by Lot Twenty-eight (28), Block "C", whereon it measures one hundred fifty eight and three-tenths (158.3') feet; be all measurements a little more or less.

LEGAL DEPARTMENT DRAFT



MEETING DATE: October 15, 2024

DEPARTMENT: Planning and Development Services

FROM: *Krista Hampton, Director*

SUBJECT: ANNEXATION, FUTURE LAND USE MAP
AMENDMENT, AND ZONING MAP AMENDMENT for
713 Percival Road, TMS# 16813-03-05

**FUNDING SOURCE &
ORIGINAL BUDGET:**

CLEAN WATER 2020?: No

PURPOSE:

Ordinance No.: 2024-080 - Annexing 713 Percival Road, TMS# 16813-03-05 into the City of Columbia, South Carolina, and Incorporating said property into Columbia Compass: Envision 2036 and the Official Zoning Map.

Council District: 4

Proposal: Request to annex the property, assign a land use classification of Urban Edge Mixed Residential (UEMR) and assign zoning of Residential Mixed District (RM-1) for a pending annexation. The property is currently classified as Mixed Residential (High Density) and zoned Residential 2 (R2) by Richland County.

Applicant: Dessi Gricelda Morales

Staff Recommendation: Approve

PC Recommendation: 09/12/2024; Approve, (7-0)

ATTACHMENTS:

- **#a:** ANNEX-2024-0018_Percival_ZPH (PDF)
- **#b:** 2024-080 - Annexing 713 Percival Road (PDF)



CITY COUNCIL

October 15, 2024 at 4:00 P.M.

City Hall, 3rd Floor, Council Chambers, 1737 Main Street, Columbia, S.C., 29201

ANNEXATION, FUTURE LAND USE MAP AMENDMENT, AND ZONING MAP AMENDMENT CASE SUMMARY

713 Percival Road, TMS# 16813-03-05

Council District:	4
Proposal:	Request to annex the property, assign a land use classification of Urban Edge Mixed Residential (UEMR) and assign zoning of Residential Mixed District (RM-1) for a pending annexation. The property is currently classified as Mixed Residential (High Density) and zoned Residential 2 (R2) by Richland County.
Applicant:	Dessi Gricelda Morales
Staff Recommendation:	Approval
PC Recommendation:	09/12/2024; Approval, (7-0)
ZPH, 1st Reading:	10/15/2024; Pending
2nd Reading:	11/05/2024; Pending

CURRENT PARCEL CHARACTERISTICS/CONDITIONS

Acreage: 0.49 acres
Current Use: Undeveloped
Proposed Use: Residential
Reason for Annexation: Municipal Services
Urban Service Area: Donut Hole - Secondary
Current County Land Use Classification: Mixed Residential (High Density)
Proposed City Land Use Classification: Urban Edge Mixed Residential (UEMR)
Current County Zoning: Residential 2 (R2)
Proposed City Zoning: Residential Mixed District (RM-1)
Census Tract: 113.07

DETERMINATION FOR CITY SERVICES

The following determination is an estimate of the benefits and costs associated with the annexation of the subject property:

Police

As with most annexations, we find that the proposed annexation may result in an increased number of calls for service. The estimated cost to serve this proposed 8-unit townhome-style rental development would be approximately \$1,700 per year, based on calls to similar nearby residential areas within the City limits.

Fire

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

Solid Waste

A rental development would require a private dumpster service.

Engineering

Because water lines currently exist in this area, Utilities and Engineering will not incur any costs associated with this annexation. Sanitary sewer service is provided by the East Richland County Public Service District.

Water Customer Care

Any new units would represent new customers, who will pay water rates approximately 40% lower than out-of-city customers.

Planning & Development Services

We recommend approval of the annexation of this property, which is within an area designated as a Donut Hole - Secondary Area within the Urban Service Area plan. An 8-unit townhome-style rental development is proposed for this site, though about half of the development is on a parcel that is already within the City of Columbia. Based upon the estimated taxable value of the development, the real estate tax revenue generated for the City would be **approximately \$6,200 per year** when comparing similar developments. **Please note** that both revenues and expenses are calculated on the entire development, even though about half is already within the City.

* Estimated City Tax Revenue is based on 2023 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 than this number, 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 .002571 for the 2023 tax year).

PLANS, POLICIES, AND LAND USE

Urban Service Area

The subject property is identified as a “Donut Hole - Secondary” in the Urban Service Area Plan.

Principles and Goals of the Urban Service Area

The Urban Service Area plan provides a prioritization tool for City Council, staff, and the public to consider about the areas that present the best opportunities for the City’s long-term growth, while minimizing both short-term and long-term challenges. A review of existing infrastructure as well as the reach of our community facilities and services helps define how we classify areas within the Urban Service Area plan. Areas have been classified as Primary, Secondary, and Long Range areas - or as Donut Holes - in order to represent the general level of priority based on this review.

Importantly, this Urban Service Area plan is a policy guide, and not a determination about annexation on any individual property.

Donut Holes - Secondary

Donut Holes - Secondary are the donut holes where the ability to provide all services and/or the condition of existing infrastructure may not be at optimal levels for annexation at this time. For example, it may be that the storm drainage and/or road system is substandard or that the area is in an overburdened service area.

Annexation within an area classified as Donut Hole - Secondary should be considered, but an assessment of the impact on the City's revenue and ability to serve the property/area in question is needed. In areas lacking infrastructure or serviceability, the City should work towards improving these conditions in collaboration with the communities, the County, and other organizations if possible.

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 for the subject property in the *Columbia Compass: Envision 2036* Future Land Use Map is Urban Edge Mixed Residential (UEMR). The property is currently designated as Mixed Residential (High Density) by Richland County.

Refer to the attached land use classification descriptions for existing Richland County and proposed City of Columbia land use classifications.

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.

ZONING

The property is currently zoned Residential 2 (R2) by Richland County. The adjacent parcel to the north is under the same ownership as this application, is within the City of Columbia, and is zoned Residential Mixed District (RM-1). Adjacent parcels in unincorporated Richland County, to the south and to the east across Percival Road are currently zoned Residential 6 (R6). The parcel to the west is inside Forest Acres and is zoned Single Family Residential District (R-1).

The proposed City of Columbia Zoning is Residential Mixed District (RM-1).

Refer to the attached zoning district descriptions for more information on the proposed City of Columbia zoning.

STAFF RECOMMENDATION

Staff recommends the assignment of the future land use classification of Urban Edge Mixed Residential (UEMR) and zoning of Residential Mixed District (RM-1) at the time of annexation.

Current Future Land Use Classification

Proposed Future Land Use Classification

Proposed Zoning District

ORDINANCE NO.: 2024-080

Annexing 713 Percival Road, Richland County TMS #16813-03-05 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 _____, 2024, that:

1. The above recitals and findings are incorporated herein by reference and made a part of this Ordinance.
2. The property identified as 713 Percival Road, Richland County TMS #16813-03-05 containing .49 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 113.07, and assigned a future land use classification of Urban Edge Mixed Residential (UEMR) and zoning of Residential Mixed District (RM-1).

PROPERTY DESCRIPTION: See Attached Exhibit "A"

Richland County TMS NO.: 16813-03-05

Also included in the territory hereby annexed are all contiguous portions of all public rights of way, streets and highways.

Requested by:

Assistant City Manager Gentry

Approved by:

City Manager

Approved as to form:


Deputy City Attorney

Introduced:
Final Reading:

Mayor

ATTEST:

City Clerk

LEGAL DEPARTMENT DRAFT

ORDINANCE NO.: 2024-080
EXHIBIT "A"
PROPERTY DESCRIPTION

All that certain piece, parcel or lot of land with the improvements thereon, situate, lying and being near the City of Columbia, in the County of Richland, State of South Carolina, and being shown and delineated as Lot 16 on a plat of ROCKYFORD LAKE ESTATES prepared by William Wingfield, RS dated November 19, 1958, revised January 17 and 25, 1959, and recorded in the Office of the ROD for Richland County in Plat Book 12 at Page 458. Said lot being more particularly shown as Lot 16 on a plat prepared for Dessi Gricelda Morales by Ben Whetstone Associates, dated September 22, 2022, and recorded in the Office of the Register of Deeds for Richland County in Plat book 2782, at page 1453; reference being made to said latter plat for more complete and accurate description; be all measurements a little more or less.

LEGAL DEPARTMENT DRAFT



MEETING DATE: October 15, 2024

DEPARTMENT: Planning and Development Services

FROM: *Krista Hampton, Director*

SUBJECT: **ZONING MAP AMENDMENT for 513 S. Saluda Avenue, TMS# 11212-05-03**

FUNDING SOURCE & ORIGINAL BUDGET:

CLEAN WATER 2020?: No

PURPOSE:

Ordinance No.: 2024-082 - Amending the Official Zoning Map to modify the zoning for 513 S. Saluda Avenue, TMS# 11212-05-03

Council District: 3

Proposal: Request to rezone the property from Employment Campus (EC) in the Airport Safety Overlay District (OV-A) to Mixed Residential District (RM-2) in the Airport Safety Overlay District (OV-A).

Applicant: Dallas Massey, Massey Holdings, LLC

Staff Recommendation: Approve

PC Recommendation: 09/12/2024; Approve (7-0)

ATTACHMENTS:

- **#a:** ZMA-2024-0010_S Saluda 513_ZPH Packet (PDF)
- **#b:** 2024-082 - Zoning Map Amendment to Rezone 513 S Saluda Ave (PDF)



CITY COUNCIL

October 15, 2024 at 4:00 P.M.

City Hall, 3rd Floor, Council Chambers, 1737 Main Street, Columbia, S.C., 29201

ZONING MAP AMENDMENT CASE SUMMARY

513 S. Saluda Avenue, TMS# 11212-05-03

Council District:	3
Proposal:	Request to rezone the property from Employment Campus (EC) in the Airport Safety Overlay District (OV-A) to Mixed Residential District (RM-2) in the Airport Safety Overlay District (OV-A).
Applicant:	Dallas Massey, Massey Holdings, LLC
Staff Recommendation:	Approval
PC Recommendation:	09/12/2024; Approve (7-0)

CURRENT PARCEL CHARACTERISTICS/CONDITIONS

Acreage: .21 acres

Current Use: Vacant Land

Proposed Use: Residential/Duplexes

Future Land Use Classification: Employment Campus (EC)

Current Zoning: Employment Campus District (EC), Airport Safety Overlay District (OV-A)

Proposed Zoning: Residential Mixed District (RM-2), Airport Safety Overlay District (OV-A)

PLANS, POLICIES, AND LAND USE

Comprehensive Plan Land Use Classification

The subject property is designated as Employment Campus (EC) in the *Columbia Compass: Envision 2036* Future Land Use Map

Refer to the 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 [Rosewood Corridor & Neighborhood Plan](#) (2012). The plan proposed a future land use of Single-Family – Small Lot for the subject property (Ch. 4, pg. 30, Map 4.2). The property is also located within the area identified as a potential neighborhood design overlay (Ch. 4, pg. 32, Map 4.7). In general, the Plan discusses the need for walkability and improved/maintained tree canopy within Rosewood.

ZONING

The subject property is currently zoned Employment Campus District (EC), Airport Safety Overlay District (OV-A). The abutting properties within the City of Columbia are zoned Employment Campus District (EC) to the south and east, and Residential Mixed District (RM-2) to the north and west. All surrounding properties are located within the Airport Safety Overlay District (OV-A).

The proposed City of Columbia Zoning is Residential Mixed District (RM-2), Airport Safety Overlay District (OV-A).

Refer to the attached zoning district descriptions for more information on the existing and proposed City of Columbia zoning.

Airport Safety Overlay District (OV-A)

The purpose of the Airport Safety (OV-A) Overlay District is to establish standards of safety for lands in the immediate vicinity of airports. District standards protect people and property by limiting physical obstructions, which can interfere with aircraft maneuverability and normal operations at Jim Hamilton - L.B. Owens Field Airport, and encourage compatible land uses.

STAFF RECOMMENDATION

Staff finds that the proposed zoning is consistent with the future land use classifications in the *Columbia Compass* comprehensive plan. Extending RM-2 to the subject property is consistent with the pattern of zoning to the north and west (across S. Gregg St). Uses in the RM-2 district are less intense than those permitted in the EC district and are in character with the surrounding neighborhood. Staff finds that a recommendation to approve is appropriate.

Future Land Use Classification

Current Zoning District

Proposed Zoning District

ORDINANCE NO.: 2024-0082

Amending the Official Zoning Map to modify the zoning for .21 acres at 513 S. Saluda Avenue, Richland County TMS #11212-05-03

WHEREAS, an application has been made to amend the Official Zoning Map of the City of Columbia, S.C. to modify the zoning for 513 S. Saluda Avenue, Richland County TMS #11212-05-03; 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 _____, 2024, that:

1. The above recitals and findings are incorporated herein by reference and made a part of this Ordinance.
2. The property identified as 513 S. Saluda Avenue, Richland County TMS# 11212-05-03 as shown in Attachment A, is hereby rezoned from Employment Campus District (EC) in the Airport Safety Overlay District (OV-A) to Mixed Residential District (RM-2) in the Airport Safety Overlay District (OV-A). 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

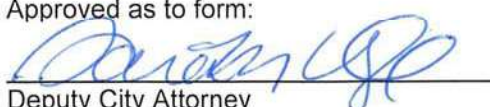
Mayor

Approved by:

City Manager

Approved as to form:

ATTEST:


Deputy City Attorney

City Clerk

Introduced:

Final Reading:

LEGAL DEPARTMENT DRAFT



MEETING DATE: October 15, 2024

DEPARTMENT: Legal Department

FROM: *Teresa Knox, City Attorney*

SUBJECT: Ordinance No.: 2024-083 - A Seventeenth 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 \$66,000,000, in order 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

REQUISITION NO.: 2024-083

**FUNDING SOURCE &
ORIGINAL BUDGET:**

ATTACHMENTS:

- **#a:** 2024-083 - A Seventeenth Supplemental Bond Ordinance (2024 water and sewer bonds) (DOC)

CITY OF COLUMBIA, SOUTH CAROLINA

ORDINANCE NO.: 2024-083

A SEVENTEENTH 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 \$66,000,000, IN ORDER 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: _____, 2024

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

“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 2016A” shall mean the original principal amount \$63,325,000 Waterworks and Sewer System Revenue Bonds, Series 2016A, dated December 8, 2016, of which \$27,075,000 is outstanding as of the date of this Seventeenth 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 \$137,205,000 is outstanding as of the date of this Seventeenth 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 \$47,010,000 is outstanding as of the date of this Seventeenth 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 \$87,295,000 is outstanding as of the date of this Seventeenth 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 \$117,610,000 is outstanding as of the date of this Seventeenth 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 Seventeenth 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 \$18,180,000 is outstanding as of the date of this Seventeenth 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 \$114,410,000 is outstanding as of the date of this Seventeenth 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, of which \$73,105,000 is outstanding as of the date of this Seventeenth Supplemental Ordinance.

“Bonds of 2023A” shall mean the original principal amount \$46,325,000 City of Columbia, South Carolina, Waterworks and Sewer System Revenue Bonds, Series 2023A, dated December 7, 2023, all of which are outstanding as of the date of this Seventeenth Supplemental Ordinance.

“Bonds of 2023B” shall mean the original principal amount \$80,410,000 City of Columbia, South Carolina, Waterworks and Sewer System Refunding Revenue Bonds, Series 2023B, dated December 7, 2023, of which \$78,535,000 is outstanding as of the date of this Seventeenth Supplemental Ordinance.

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

“Business Day” shall mean, with respect to the New Bonds issued pursuant to this Seventeenth 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.

“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, 2025 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 \$66,000,000, in order 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, 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 Seventeenth Supplemental Ordinance, 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, the Bonds of 2023A and the Bonds of 2023B.

“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).

“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, 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.

“Sixteenth Supplemental Ordinance” shall mean Sixteenth Supplemental Ordinance No. 2023-109 of the Council of the City enacted on September 19, 2023.

“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.

“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 Seventeenth 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 and the Eleventh Supplemental Ordinance for the payment and security of the Bonds of 2016A and the Bonds of 2016B; (ii) 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; (iii) 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; (iv) 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; (v) 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; (vi) the lien and charge thereon and pledge thereof created by the General Bond Ordinance and the Sixteenth Supplemental Ordinance for the payment and security of the Bonds of 2023A and the Bonds of 2023B; and (vii) the lien and charge thereon and pledge thereof created by the General Bond Ordinance and this Seventeenth Supplemental Ordinance for the payment and security of the New Bonds.

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

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

(f) The estimated Costs of Acquisition and Construction of the New Projects (excluding Costs of Issuance and interest coming due on any New Bonds) are approximately \$58,500,000 to be financed in part with the proceeds of the New Bonds.

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

(h) 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 \$66,000,000, for one or more of the following purposes: (1) to improve and enlarge the System (i.e., the New Projects); (2) to pay interest coming due on the New Bonds; (3) 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 (4) to pay the Cost of Issuance of the New Bonds.

(k) It is necessary and in the best interest of the City to undertake the New Projects and to issue the New Bonds in the aggregate principal amount of not exceeding \$66,000,000 in accordance with the Ordinance, the Act, and this Seventeenth 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 \$66,000,000. 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 Seventeenth 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 Seventeenth 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 Seventeenth 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 Seventeenth Supplemental Ordinance. The New Bonds shall be issued on a parity with the pledge of Net Revenues securing the Outstanding Parity Bonds.

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 Seventeenth 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. [Reserved].

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 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 Seventeenth 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 Seventeenth Supplemental Ordinance shall be filed with the minutes of the meeting at which this Seventeenth 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 Seventeenth Supplemental Ordinance as if fully set forth herein.

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

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

(a) If the 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.

(b) The remainder of the proceeds of any Series of the New Bonds shall be deposited into the Series Construction Fund established in Section 13 hereof (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 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 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 Seventeenth 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 Seventeenth 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 Seventeenth 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, the Bonds of 2023A, the Bonds of 2023B 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 Seventeenth 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 Seventeenth Supplemental Ordinance.

Section 19. Notices.

All notices, certificates or other communications hereunder or under the Ordinance shall be sufficiently given and shall be deemed given when mailed by registered mail, postage prepaid, or given when dispatched by telegram addressed as follows:

If to the City:

City of Columbia
1737 Main Street
Columbia, South Carolina 29217-0147
Attention: City Manager

The City, the Registrar, the Paying Agent, the Custodian and the Insurer (if any) may, by notice given to the other parties, designate any further or different addresses to which subsequent notices, certificates or other communications shall be sent.

Section 20. Repeal of Inconsistent Ordinances and Resolutions.

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

Section 21. Effective Date.

This Seventeenth 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 _____, 2024.

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 REVENUE BOND
SERIES (YEAR)

REGISTERED

No. R-_____

Original
Issue Date

Maturity
Date

Interest
Rate

CUSIP

_____ 1, _____

(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 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). This Bond and the series of Bonds of which it is one are authorized to be issued and are issued under, pursuant to and in full compliance with the Constitution and statutes of the State of South Carolina (the “State”), including particularly Article X, Section 14(10) of the South Carolina Constitution and Title 6, Chapter 17 of the Code of Laws of South Carolina 1976, as amended (collectively the “Act”). This Bond and the series of Bonds of which it is one are also authorized to be issued and are issued under and pursuant to General Bond Ordinance No. 93-43 of the City Council of the City (the “Council”) enacted on May 21, 1993, as amended (as so amended, the “General Bond Ordinance”), and as supplemented by the Seventeenth Supplemental Ordinance No. 2024-___ of the Council enacted on _____ (the “Seventeenth 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 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, the Bonds of 2023A, the Bonds of 2023B (as such terms are defined in the Seventeenth Supplemental Ordinance) and any Series of Bonds (as defined in the General Bond Ordinance) which are presently Outstanding (as defined in the General Bond Ordinance) or which may be hereafter issued under the General Bond Ordinance payable from such Net Revenues on a parity and equally and ratably secured therewith.

This Bond and the series of Bonds of which it is one maturing on or prior to February 1, ____, shall not be subject to redemption prior to their stated maturities. This Bond and the series of Bonds of which it is one maturing on or after February 1, ____, shall be subject to redemption prior to maturity, at the option of the City, on and after February 1, ____, in whole or in part at any time in such order of their maturities as the City shall determine and by lot within a maturity, at the redemption prices with respect to each Bond, expressed as a percentage of the principal amount to be redeemed, as set forth below, together, in each such case, with the interest accrued on such principal amount to the date fixed for redemption:

Period During Which
Redeemed (both dates inclusive)

Redemption
Prices

If less than all the Bonds of the series of which this Bond is one of any maturity are called for redemption, the Bonds of such maturity to be redeemed shall be selected by lot by the Registrar. In the event this Bond is redeemable, as aforesaid, and shall be called for redemption, notice of the redemption hereof, describing this Bond and specifying the redemption date and the premium payable upon such redemption, shall be given by the Registrar by first class mail, postage prepaid, to the registered owner thereof not less than thirty (30) days and not more than sixty (60) days prior to the redemption date at the last address appearing upon the registration books of the City. If this Bond be redeemable and shall have been duly called for redemption and notice of the redemption hereof mailed as aforesaid, and if on or before the date fixed for such redemption, payment hereof shall be duly made or provided for, interest hereon shall cease to accrue from and after the redemption date hereof.

The Bonds of the series of which this Bond is one maturing in the year ____ shall be retired by sinking fund installments which shall be accumulated in the Series Debt Service Fund (as defined in the Seventeenth Supplemental Ordinance) in amounts sufficient to redeem on February 1 of each year, at a redemption price equal to the principal amount of the Bond or Bonds to be redeemed, together with interest accrued thereon to the date fixed for redemption, the principal amount of such Bonds specified for each of the years shown below:

Year

Principal Amount

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

(FORM OF ASSIGNMENT)

FOR VALUE RECEIVED, the undersigned sells, assigns and transfers unto

(Name and Address of Transferee)

the within Bond and does hereby irrevocably constitute and appoint _____ attorney to transfer the within Bond on the books kept for registration thereof, with full power of substitution in the premises.

Dated: _____

Signature Guaranteed

(Authorized Officer)

Notice: Signature must be guaranteed by an institution which is a participant in the Securities Transfer Agents Medallion Program ("STAMP") or similar program.

Notice: The signature to the assignment must correspond with the name of the registered holder as it appears upon the face of the within Bond in every particular, without alteration or enlargement or any change whatever.

The following abbreviations, when used in the inscription on the face of this Bond, shall be construed as though they were written out in full according to applicable laws or regulations.

TEN COM - as tenants in common

UNIF GIFT MIN ACT -

TEN ENT - as tenants by the
entireties

Custodian _____
(Cust) (Minor)
under Uniform Gifts to
Minors Act _____
(State)

JT TEN - as joint tenants with
right of survivorship
and not as tenants in common

Additional abbreviations may also be used though not in above list.

CERTIFICATE

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

CITY OF COLUMBIA, SOUTH CAROLINA

By: _____
Clerk

SCHEDULE A

\$_____

City of Columbia, South Carolina
 Waterworks and Sewer System Revenue Bonds,
 Series (year)

Maturity (<u>February 1</u>)	Principal <u>Amount</u>	Interest <u>Rate</u>	CUSIP <u>Number</u>
-----------------------------------	----------------------------	-------------------------	------------------------

EXHIBIT B

FORM OF BOND PURCHASE AGREEMENT

PURCHASE CONTRACT

[\$Bond Amount]
CITY OF COLUMBIA, SOUTH CAROLINA
WATERWORKS AND SEWER SYSTEM REVENUE BONDS
SERIES 2025

[Pricing Date], 2025

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], 2025, 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 2025 (“**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 Seventeenth Supplemental Ordinance No. 2024-____, enacted by the City Council on [Ordinance Date], 2024 (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) [pay interest coming due on a portion of the Bonds], and (iii) pay the costs incurred in connection with the issuance of the Bonds. The Bonds shall mature on such dates and in such principal amounts, shall bear interest at such rates, shall be reoffered at the prices and yields and shall be subject to optional redemption, all as set forth in Exhibit A attached

hereto and made a part hereof. The Depository Trust Company (“**DTC**”) shall act as securities depository for the Bonds, which shall be issued in book-entry form.

The Bonds, including the interest thereon, are payable solely from the Net Revenues of the Waterworks and the System and are secured by a pledge of and lien on the Net Revenues thereof. There will be no debt service reserve fund established for or funded with the proceeds of the Bonds.

3. **Official Statement.** The City has previously provided to the Underwriter copies of the Preliminary Official Statement with respect to the Bonds, dated [], 2025 (“**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], 2025, 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 _____, 2025, 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

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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

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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], 2025, 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:]

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Year

[]

[][†]Amount

\$[]

[]

[†]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], 2025

Re: \$[Bond Amount] Waterworks and Sewer System Revenue Bonds, Series 2025, 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 2025 (“Bonds”). This opinion is being delivered to you pursuant to paragraph 7(e)(i)(B) of the Purchase Contract dated [Pricing Date], 2025 (“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], 2025 (“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 Seventeenth Supplemental Ordinance No. 2024-[Ordinance Number], enacted by the City Council on [Ordinance Date], 2024 (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 2025 BondS” and “SECURITY FOR THE SERIES 2025 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], 2025

Re: \$[Bond Amount] Waterworks and Sewer System Revenue Bonds, Series 2025, 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 2025 (“Bonds”). This opinion is being delivered to you pursuant to paragraph 7(e)(i)(B) of the Purchase Contract dated [Pricing Date], 2025 (“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], 2025 (“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 Seventeenth Supplemental Ordinance No. 2024-[Ordinance Number], enacted by the City Council on [Ordinance Date], 2024 (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 2025 BondS” and “SECURITY FOR THE SERIES 2025 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], 2025 (“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], 2025 (“Official Statement”), relating to the aggregate principal amount \$[Bond Amount] City of Columbia, South Carolina Waterworks and Sewer System Revenue Bonds, Series 2025 (“Bonds”), or the validity, due authorization and execution of the Purchase Contract, the Disclosure Dissemination Agent Agreement dated [Closing Date], 2025, 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], 2025.

CITY OF COLUMBIA, SOUTH CAROLINA

By: _____
City Manager

EXHIBIT D

Form of Opinion of the City Attorney

[Closing Date], 2025

City of Columbia
Columbia, South Carolina

\$(Bond Amount)
City of Columbia, South Carolina
Waterworks and Sewer System Revenue Bonds
Series 2025

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 2025 (“Bonds”). This opinion is being delivered to you pursuant to paragraph 7(e)(iv) of the Purchase Contract dated [Pricing Date], 2025 (“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], 2025 (“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 Seventeenth Supplemental Ordinance No. 2024-[Ordinance Number], enacted by the City Council on [Ordinance Date], 2024 (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

B-21

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,” 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], 2025

\$(Bond Amount)
City of Columbia, South Carolina
Waterworks and Sewer System Revenue Bonds
Series 2025

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], 2025 ("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], 2025 ("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], 2025

\$(Bond Amount)
City of Columbia, South Carolina
Waterworks and Sewer System Revenue Bonds
Series 2025

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], 2025 (“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], 2025 (“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], 2025

SCHEDULE A
SALE PRICES
(Attached)
MATURITY SCHEDULE

EXHIBIT C

FORM OF PRELIMINARY OFFICIAL STATEMENT

PRELIMINARY OFFICIAL STATEMENT DATED [], 2025

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 2025 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 2025 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 2025 Bonds included in adjusted financial statement income of certain corporations is not excluded from the federal alternative minimum tax. The Series 2025 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 2025

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 2025 (the "Series 2025 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 2025 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 2025 Bonds, references herein to holders or registered owners of the Series 2025 Bonds means Cede & Co., and shall not mean the beneficial owners of the Series 2025 Bonds. Interest on the Series 2025 Bonds shall be payable on each February 1 and August 1, commencing August 1, 2025, until maturity or prior redemption. Principal on the Series 2025 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 2025 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 Seventeenth Supplemental Ordinance No. 2024-[], enacted by the City Council on [Approval Date], 2024 (as amended and supplemented, the "Ordinance").

The Series 2025 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 2025 Bonds.

The Series 2025 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 2025 BONDS.**

THE SERIES 2025 BONDS WILL BE SUBJECT TO OPTIONAL AND MANDATORY REDEMPTION PRIOR TO MATURITY AS DESCRIBED HEREIN.

THE SERIES 2025 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 2025 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 2025 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 2025 BONDS.

The Series 2025 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 2025 Bonds. It is expected that the Series 2025 Bonds will be available for delivery on or about [], 2025, 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], 2025.

* Throughout this Preliminary Official Statement, the presence of an asterisk indicates that information is preliminary and subject to change.

SERIES 2025 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>CUSIP¹</u>
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 2025 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 2025 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 _____, _____, and _____, 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 2025 Bonds, or (iii) the tax-exempt status of the interest on the Series 2025 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 2025 BONDS AT OR ABOVE THAT WHICH MIGHT OTHERWISE PREVAIL IN THE OPEN MARKET, AND SUCH STABILIZING MAY BE DISCONTINUED AT ANY TIME.

THE SERIES 2025 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 2025 BONDS IN ACCORDANCE WITH APPLICABLE PROVISIONS OF SECURITIES LAWS OF THE STATES IN WHICH THE SERIES 2025 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 2025 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
Tyler Bailey
Will Brennan
Peter M. Brown
Dr. Aditi S. Bussells
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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OFFICIAL STATEMENT

\$[PAR]*

CITY OF COLUMBIA, SOUTH CAROLINA WATERWORKS AND SEWER SYSTEM REVENUE BONDS SERIES 2025

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 2025 (the “Series 2025 Bonds”). The information furnished herein includes a brief description of the Series 2025 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 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 2025 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 2025 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 Seventeenth Supplemental Ordinance No. 2024-[], enacted by the City Council on [Approval Date], 2024 (the “Supplemental Ordinance,” and together with the General Ordinance, the “Ordinance”).

Purpose

The Series 2025 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 2025 Bonds. See “SOURCES AND USES OF FUNDS” and “PLAN OF FINANCE.”

THE SERIES 2025 BONDS

General

The Series 2025 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, 2025 and semiannually thereafter on February 1 and August 1 of each year (each, an “Interest Payment Date”). The Series 2025 Bonds are issuable initially in book-entry form only, in denominations of \$5,000 or any whole multiple thereof. So long as the Series 2025 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 2025 Bonds will be made as set forth in “APPENDIX F - BOOK-ENTRY SYSTEM,” attached hereto. Should the Series 2025 Bonds no longer be held in book-entry form, principal of the Series 2025 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 2025 Bonds will be payable by check or draft of the Registrar/Paying Agent mailed to the person in whose name each Series 2025 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 2025 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 2025 Bonds are subject to optional and mandatory redemption prior to their maturity.

Optional Redemption

The Series 2025 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 2025 Bonds being redeemed together with accrued interest to the date fixed for redemption.

Mandatory Redemption

The Series 2025 Bonds maturing on February 1, 20[] and February 1, 20[] (collectively, the “Series 2025 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 2025 TERM BOND MATURING FEBRUARY 1, 20[]

<u>Year</u>	<u>Amount</u>
-------------	---------------

†Final Maturity

SERIES 2025 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 2025 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 2025 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 2025 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 2025 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 2025 Bonds or any portion thereof shall be called for redemption, notice of the redemption, describing (among other things) the Series 2025 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 2025 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 2025 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 2025 Bonds of any series and maturity are called for redemption, the Series 2025 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 2025 Bonds are held in book-entry form.

If a Series 2025 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 2025 Bond at the then applicable redemption price and the interest to accrue to the redemption date on such Series 2025 Bond are held for the purpose of such payment by the Registrar/Paying Agent, then such Series 2025 Bond so called for redemption shall, on the redemption date designated in such notice, become due and payable, and interest on the Series 2025 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 2025 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 2025 BONDS

Pledged Revenues

The Series 2025 Bonds are payable solely from and are secured equally and ratably with the 2023 Bonds, the 2022 Bonds, 2021 Bonds, 2019 Bonds, the 2018 Bonds, the 2016 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 “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. The term “2023 Bonds” used herein means the outstanding principal amount of \$_____ of the City’s \$_____ original principal amount Waterworks and Sewer System Revenue Bonds, Series 2023[A/B].

Limited Obligations

THE SERIES 2025 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 2025 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 2025 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 2025 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 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 2025 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 2025 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 2025 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 2025 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 2025 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 2025 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 2025 Bonds are expected to be used substantially as follows.

Estimated Sources of Funds

Principal Amount of Series 2025 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 2025 Bonds will be deposited into the Construction Fund of 2024 established pursuant to the Supplemental Ordinance. Moneys on deposit in the Construction Fund of 2024 will be used, as needed, to finance the costs of the 2024 Projects, including without limitation payment of engineering, legal and all other expenses incidental to the 2024 Projects and issuance costs of the Series 2025 Bonds.

The 2024 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, 2024 (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.

Operating Revenues
Charges for Services
Other Operating Revenue
Total Operating Revenues
Operating Expenses
Personnel Services
Materials and Supplies
Other Services and Charges
Federal and State Grant Expenses ^(a)
Heat, Light and Power
Depreciation
Amortization
Claims and Premiums
Total Operating Expenses
Operating Income
Non-Operating Revenues/ (Expenses)
Investment Income (Loss)
Other Non-Operating Revenue
Federal and State Grant Revenue
Gain (Loss) from Sale of Assets
Interest Expense
Amortization of Bond Costs-Deferred
Charges ^(d)
Total Non-Operating Revenues/(Expenses)
Income (Loss) Before Contributions and
Transfers
Capital Contributions and Transfers
Transfers In
Transfers Out
Capital Grants
Development Contributions
Total Capital Contributions and Transfers
Change in Net Position
Net Position – Beginning
Net Position – Ending

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	Expenses of Operating and Maintaining <u>the System</u>	<u>Net Revenues</u>	<u>Debt Service Requirements</u>	<u>Debt Service Coverage</u>

[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 2025 Bonds.

<u>Fiscal Year</u>	<u>Existing Debt Service</u> [†]	<u>Series 2025 Bonds</u>			<u>Aggregate Debt Service</u>
		<u>Principal</u>	<u>Interest</u>	<u>Total</u>	
2024					
2025					
2026					
2027					
2028					
2029					
2030					
2031					
2032					
2033					
2034					
2035					
2036					
2037					
2038					
2039					
2040					
2041					
2042					
2043					
2044					
2045					
2046					
2047					
2048					
2049					
2050					
2051					
2052					
2053					
TOTAL					

NOTE: Totals may not sum due to rounding.

Projected Debt Service Coverage of the System

Debt service coverage as projected and prepared by the City for Fiscal Year 2024 through the fiscal year ending June 30, 2028, is as set forth below.

<u>Fiscal Year</u>	<u>Net Revenues</u> [†]	<u>Existing Debt Service Requirements</u> ^{††}	<u>Estimated Series 2025 Bonds Debt Service</u> ^{†††}	<u>Total Debt Service Requirements</u>	<u>Coverage</u>
2024					
2025					
2026					
2027					
2028					

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

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, 2020 (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.

[Add for 2023 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, 2027
Tyler Bailey	Attorney	December 31, 2027
Peter M. Brown	Business Owner	December 31, 2025
Will Brennan	Business Owner	December 31, 2027

Dr. Aditi S. Bussells
Tina N. Herbert

Public Health Researcher
Attorney

December 31, 2025
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 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>
----------------	--------------------------	--------------------------------------	----------------------	----------------------	----------------------

TOTAL

† Aggregate customers (accounts grouped by name)

Impact of Weather Event

[To be updated]

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 the 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</u> <u>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, 2024.

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

[To be updated]

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, 2024, 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 Rates

Monthly Water Service Rates

<u>Meter Size</u>	<u>In-City</u>	<u>Out-of-City</u>
5/8”	\$ 8.96	\$ 15.23
1”	14.95	25.42
1 ½”	22.40	38.08
2”	35.83	60.92
3”	71.68	121.84
4”	111.98	190.38
6”	224.25	381.21
8”	358.35	609.20
10”	711.51	1,209.57

Additional Water Rates

(per 100 cubic feet after first 300 cubic feet used)

	<u>Residential</u>		<u>Commercial</u>		<u>Irrigation</u>	
	<u>In-City</u>	<u>Out-of-City</u>	<u>In-City</u>	<u>Out-of-City</u>	<u>In-City</u>	<u>Out-of-City</u>
Next 9,700	\$ 3.21	\$ 5.47	\$ 3.06	\$ 5.20	\$ 5.47	\$ 9.29
Next 90,000	3.06	5.20	2.89	4.90	5.20	8.84
Over 100,000	2.90	4.90	2.70	4.61	4.90	8.36

Base Sewer Charges

<u>Meter Size</u>	<u>Monthly Sewer Service Charges</u>	
	<u>In-City</u>	<u>Out-of-City</u>
5/8"	\$ 8.96	\$ 15.23
1"	8.96	15.23
1 ½"	8.96	15.23
2"	14.33	24.36
3"	28.67	48.72
4"	44.79	76.14
6"	89.59	152.30
8"	143.61	243.67
10"	223.98	380.75

Sewer Service Rates

(per 100 cubic feet of water used)

<u>In-City</u>	<u>Out-of-City</u>
\$4.65	\$7.92

Maximum sewer service rates on single-family residences during the months of April through October are based on an assumed usage of 1,400 cubic feet of water and during the months of November through March are based on actual usage. Sewer rates for apartment buildings and trailer parks are the base rate per dwelling unit plus the rate per 100 cubic feet reflected by water consumption. Sewer rates for hotels, motels, dormitories and rooming houses are one-half of the base rate of a single-family residence per room plus a base fee on meter connection size plus the rate per 100 cubic feet reflected by water consumption.

Comparison of Water Rates in the Columbia MSA

In addition to the City, the following entities provide water service in the Columbia MSA: JMWSC, Blue Granite Water Company, Midlands Utility Company, the City of West Columbia, the City of Cayce, and the Town of Lexington. The chart below compares current average monthly water bills for each of the three largest providers of water service.

<u>Provider</u>	<u>Average Monthly Water Bill[†]</u>	
	(In-City)	(Out-of-City)
City of Columbia	\$ []	\$ []
City of West Columbia	[]	[]
City of Cayce	[]	[]

[†] Based on 5,250 gallons of water.

Water and Sewer Tap Fees

The City charges new customers to the Waterworks System a tap fee that ranges from \$2,512 for a ¾-inch meter to \$8,490.00 for a 2-inch meter and a connection fee that ranges from \$3,161.00 to \$8,279.00 for meters that are 4 inches and above. The City charges new customers to the Sanitary Sewer System a tap fee of \$300 (Developer Install) or \$1,300.00 (City Install) for each tap. Water and sewer tap fees generated a total of \$[] (unaudited) in revenues for the System in Fiscal Year 2023.

Sewer Capacity Fee

The City began charging new customers of the Sanitary Sewer System a sewer capacity fee on October 1, 1987. The fee is intended to provide an additional source of moneys for upgrading and expansion of the Metro WWTP. The current standard sewer capacity fee is \$2,640 per new or expanding capacity customer. However, special reduced fees are available for customers utilizing greater than 300,000 gallons per day or for redeveloped properties accompanying a change in use. Sanitary Sewer System sewer capacity fees generated a total of \$[] (unaudited) in revenues in Fiscal Year 2023.

Water and Sewer Billing and Collection Policies

New or transferring account fees are charged to customers (new and existing) who request service. Bills are mailed to customers on a periodic basis throughout the month and are payable on receipt. Customers receiving both water and sewer services receive combined bills for these services. Water or sewer service accounts that are two months or more in arrears are terminated for non-payment. Advance notice of 10 days is given prior to such termination action. Customers must pay a \$40 fee to have services reconnected.

Capital Expenditures

[To be updated]

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 Ended June 30</u>	<u>Capital Improvements Financed with Bond Proceeds</u>	<u>Capital Improvements Financed with System Revenues</u>	<u>Total Capital Improvements</u>
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 2025 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

[To be updated]

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, 2024 [†]	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, 2024, 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, 2024. 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

[To be updated]

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, 2024, 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 2025 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 2025 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 2025 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

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 2025 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 2025 Bonds may not be readily available or may be limited. The various legal opinions to be delivered concurrently with the delivery of the Series 2025 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 2025 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 2025 Bonds or, in any way contesting or affecting the validity of the Series 2025 Bonds, the General Ordinance or the Supplemental Ordinance, the power to collect, pay or receive the moneys with which to pay the Series 2025 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 2025 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 2025 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 2025 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 2025 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 2025 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 2025 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 2025 Bonds, including, among other things, permitted uses and investment of the proceeds of the Series 2025 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 2025 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 2025 Bonds from gross income for federal tax purposes. Failure of the City to comply with the covenant could cause the interest on the Series 2025 Bonds to be taxable retroactively to the date of issuance.

Interest on the Series 2025 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 2025 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 2025 Bonds is excludable from gross income for federal income tax purposes, the accrual or receipt of interest on the Series 2025 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 2025 Bonds should be aware that ownership of the Series 2025 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 2025 Bonds. Burr & Forman LLP will not express any opinion as to such collateral tax consequences. Prospective purchasers of the Series 2025 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 2025 Bonds may affect the tax status of interest on the Series 2025 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 2025 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 2025 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 2025 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 2025 Bonds and could also affect, perhaps significantly, the market price for, or marketability of, the Series 2025 Bonds. Prospective purchasers of the Series 2025 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 2025 Bonds. Burr & Forman LLP's engagement with respect to the Series 2025 Bonds ends with the issuance of the Series 2025 Bonds, and, unless separately engaged, Burr & Forman LLP is not obligated to defend the City or owners of the Series 2025 Bonds regarding the tax-exempt status of the Series 2025 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 2025 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 2025 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 2025 Bonds, and may cause the City or the Series 2025 Bond owners to incur significant expense, regardless of the ultimate outcome.

[Original Issue Discount.] Certain of the Series 2025 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 2025 Bonds.

For this purpose, the issue price of a particular maturity of the Series 2025 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 2025 Bonds accrues daily over the term to maturity of such Series 2025 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 2025 Bonds to determine taxable gain or loss upon disposition (including sale, redemption, or payment on maturity) of such Series 2025 Bonds.

Owners who may acquire Series 2025 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 2025 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 2025 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 2025 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 2025 Bonds.]

Information Reporting and Backup Withholding. Interest paid on the Series 2025 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 2025 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 2025 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 2025 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 2025 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 2025 Bonds. As such, it has participated in the preparation of and review of the various financing documents related to the Series 2025 Bonds. The Financial Advisor will be paid from the proceeds of the Series 2025 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 2025 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 2025 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 2025 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 2025 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 2025 Bonds (including persons holding Series 2025 Bonds through nominees, depositories or other intermediaries), or (b) is treated as the owner of any Series 2025 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, 2024.

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 2025 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 2025 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 2025 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 2025 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 2025 Bonds.

UNDERWRITING

_____, (“_____”) and _____
 (“_____”), are acting as co-senior managing underwriters for the Series 2025 Bonds.
 _____ (“_____”), serves as co-manager on the Series 2025 Bonds.

The Series 2025 Bonds are being purchased for reoffering by _____ and _____ on behalf of themselves and as representative of _____, as underwriters (the “Underwriters”).

The Underwriters have agreed, subject to certain conditions, to purchase the Series 2025 Bonds at a purchase price of \$[] (representing the par amount of the Series 2025 Bonds less an underwriter's discount of \$[], [plus][less][net] aggregate original issue [premium][discount] of \$[]).

The Underwriters may offer and sell the Series 2025 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 2025 Bonds and the determinations of the City Council relating thereto are qualified in their entirety by reference to the definitive forms of the Series 2025 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 2025 Bonds is fully set forth in the Ordinance and neither any advertisement for the Series 2025 Bonds nor this Official Statement is to be construed as constituting an agreement with the holders of the Series 2025 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 2025 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, 2023**

APPENDIX B**SELECTED INFORMATION REGARDING THE CITY,
LEXINGTON COUNTY, RICHLAND COUNTY AND THE COLUMBIA MSA**

[To be updated]

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, 2024, 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 Seventeenth 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 Seventeenth 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

“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 2022, dated December 8, 2022, all of which is presently outstanding.

“2023 Bonds” means, collectively, the 2023A Bonds and the 2023B Bonds.

“2023A Bonds” means the \$46,325,000 original principal amount Waterworks and Sewer System Revenue Bonds, Series 2023A, dated December 7, 2023, all of which is presently outstanding.

“2023B Bonds” means the \$80,410,000 original principal amount Waterworks and Sewer System Refunding Revenue Bonds, Series 2023B, dated December 7, 2023, of which \$78,535,000 is presently outstanding.

“2025 Bonds” means the \$[PAR]* original principal amount Waterworks and Sewer System Revenue Bonds, Series 2025.

“2024 Debt Service Fund” means the fund of that name established pursuant to the Seventeenth Supplemental Ordinance to provide for the payment of the principal and interest on the 2025 Bonds.

“2024 Projects” means, collectively, the improvements, extensions and enlargements to the System, including any one or more of the projects described in the Seventeenth 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 2025 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 2025 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 2016 Bonds, the 2018 Bonds, the 2019 Bonds, the 2021 Bonds, the 2022 Bonds, the 2023 Bonds, the 2025 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 2025 Bonds, a form or system, as applicable, under which (a) the ownership of beneficial interests in the 2025 Bonds may be transferred only through a book-entry and (b) physical 2025 Bond certificates in fully registered form are registered only in the name of a Depository or its nominee as Holder, with the physical 2025 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 2025 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 2024” means the fund established pursuant to the Seventeenth Supplemental Ordinance into which a portion of the proceeds of the 2025 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 Seventeenth 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 \

“Seventeenth Supplemental Ordinance” means the Seventeenth Supplemental Ordinance No. 2024-[] of the Council enacted on [], 2024.

“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.

“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 _____ and _____, on behalf of themselves and as representatives of _____.

“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 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 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 Seventeenth 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 Seventeenth 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 Seventeenth 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 Seventeenth 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 Seventeenth 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 Seventeenth 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 Seventeenth 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 [], 2025, 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 2025, 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, 2024. 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 2025
Date of Issuance:	[], 2025
Date of Official Statement:	[], 2025
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 2025

Date of Issuance: [], 2025
Date of Official Statement: [], 2025

NOTICE IS HEREBY GIVEN that the Issuer has not provided an Annual Report with respect to the above-named Bonds as required by the Disclosure Dissemination Agent Agreement, dated as of [], 2025, 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 2025 BONDS, PAYMENT OF INTEREST AND PRINCIPAL ON THE SERIES 2025 BONDS TO DIRECT AND INDIRECT PARTICIPANTS (AS DEFINED HEREIN) OR BENEFICIAL OWNERS (AS DEFINED HEREIN) OF THE SERIES 2025 BONDS, CONFIRMATION AND TRANSFER OF BENEFICIAL OWNERSHIP INTERESTS IN THE SERIES 2025 BONDS, AND OTHER RELATED TRANSACTIONS BY AND BETWEEN DTC, THE DIRECT AND INDIRECT PARTICIPANTS AND BENEFICIAL OWNERS OF THE Series 2025 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 2025 Bonds will be available only in book-entry form. Each beneficial owner of the Series 2025 Bonds (“Beneficial Owner”) will not receive a physical bond certificate representing its interests in the Series 2025 Bonds purchased. So long as Cede & Co., as nominee for DTC, or its nominee is the registered owner of the Series 2025 Bonds, references in this Official Statement to the Bondholders or registered owners of the Series 2025 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 2025 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 2025 Bonds. The Series 2025 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 2025 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 2025 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 2025 Bonds under the DTC system must be made by or through Direct Participants, which will receive a credit for the Series 2025 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 2025 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 2025 Bonds, except in the event that use of the book-entry system for the Series 2025 Bonds is discontinued.

To facilitate subsequent transfers, the Series 2025 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 2025 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 2025 Bonds; DTC's records reflect only the identity of the Direct Participants to whose accounts the Series 2025 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 2025 Bonds may wish to take certain steps to augment the transmission to them of notices of significant events with respect to the Series 2025 Bonds, such as redemptions, tenders, defaults, and proposed amendments to the Ordinance. For example, Beneficial Owners of the Series 2025 Bonds may wish to ascertain that the nominee holding the Series 2025 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 2025 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 2025 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 2025 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 2025 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 2025 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 2025 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 2025 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 2025 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 2025 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 2025 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 2025 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 2025 BONDS; (V) ANY CONSENT GIVEN OR OTHER ACTION TAKEN BY DTC AS THE OWNER OF THE SERIES 2025 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 2025 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 2025 Bonds, together with an assignment duly executed by DTC, the City will execute and deliver to the successor depository, the Series 2025 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 2025 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 2025 Bonds by mailing an appropriate notice to DTC, on receipt by the City of the Series 2025 Bonds together with an assignment duly executed by DTC, the City will execute, authenticate and deliver to the Direct Participants the Series 2025 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 2025 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 2025 Bonds that may be transmitted by or through DTC.

Registration, Transfers and Exchanges

Series 2025 Bonds Held in Book-Entry Form

So long as the Series 2025 Bonds are in book-entry form and are registered in the name of Cede & Co., as the nominee of DTC, the Series 2025 Bonds may be registered, transferred and exchanged as set forth under "Book-Entry System" herein.

Series 2025 Bonds Not Held in Book-Entry Form

Each Series 2025 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 2025 Bond, the Registrar/Paying Agent shall cause to be issued in the name of the transferee a new fully registered Series 2025 Bond, of the same aggregate principal amount, interest rate, series and maturity as the surrendered Series 2025 Bond. Any registered owner requesting a transfer shall pay any tax or other governmental charge

required to be paid with respect thereto. Any Series 2025 Bond surrendered in exchange for a new registered Series 2025 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 2025 Bond not held in book-entry form shall be registered as the absolute owner of such Series 2025 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 2025 Bond with respect thereto.

In the event any Series 2025 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 2025 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 2025 Bond; provided that, in the case of any mutilated Series 2025 Bond, such Series 2025 Bond shall be surrendered to the Registrar/Paying Agent, and in the case of any lost, stolen or destroyed Series 2025 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 2025 Bond shall have matured, instead of issuing a duplicate Series 2025 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 2025 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], 2025, 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 2025, 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, 2024. 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 Revenue Bonds, [Taxable] Series 2025
Date of Issuance:	[Closing Date], 2025
Date of Official Statement:	[Sale Date], 2025
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 Revenue Bonds, [Taxable] Series 2025

Date of Issuance: [Closing Date], 2025
Date of Official Statement: [Sale Date], 2025

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], 2025, 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: _____



MEETING DATE: October 15, 2024

DEPARTMENT: Legal Department

FROM: *Teresa Knox, City Attorney*

SUBJECT: Resolution No.: R-2024-082 - Approving the reissuance by the Housing Authority of the City of Columbia, South Carolina of all or a portion of its not to exceed \$9,160,000 multifamily housing revenue bonds (Garden Lakes Apartments Project) series 2022b pursuant to section 147(f) of the Internal Revenue Code of 1986, as amended; providing certain other matters in connection therewith; and providing an effective date

REQUISITION NO.: R-2024-082

**FUNDING SOURCE &
ORIGINAL BUDGET:**

ATTACHMENTS:

- **#a:** MEMO - Garden Lakes Bond Modification 10-11-2024 (PDF)
- **#b:** 2024-082 - GDA Garden Lakes Reissuance (PDF)

Memorandum



TO: Teresa Wilson, City Manager

FROM: Cindi Herrera, Chief Development Officer

CC: Yvonda A. Bean; Missy Gentry; Erica Hammond

DATE: October 11, 2024

RE: **Garden Lakes Apartments**

This memo serves to provide an update on Garden Lakes Apartments.

Garden Lakes is a new construction 288-unit affordable housing community located at North Main Street and Mason Road. The project includes 108 one-bedroom units of 800 square feet; 144 two-bedroom units of 950 square feet and 36 three-bedroom units of 1,100 square feet. All 288 units in the project will be rent restricted to households below 60% of area median income.

Apartment amenities include range, refrigerator, microwave, dishwasher, garbage disposal and washer/dryer hookups. Community amenities will include a clubhouse with community room, business center, fitness center and event room. Outdoor amenities include playground, designated pet areas, laundry facility, postal facility and sitting areas with gazebos.

The owner of the project is GDA Development Partners, real estate developers based on Mount Pleasant, South Carolina. GDA has developed over 1500 units of affordable housing in Columbia and Summerville, ranging in size of communities from 144 units to 336 units.

Construction of Garden Lakes is complete and it is almost fully occupied. The project will be financed with Tax Exempt Bonds, Federal and State Low Income Housing Tax Credits and a private mortgage. Total development costs are \$51,243,106.

Columbia Housing is requesting City Council to approve a modification to the Series 2022B Bonds issued by the Columbia Housing Authority in February 2022. The Garden Lakes financing team is requesting to extend the maturity of that series of bonds. The extension request will benefit the project financially and will be subject to approval by the bondholder. There are no other material changes to the project or its financing.

The TEFRA (Tax Equity and Fiscal Responsibility Act) Public Hearing for the modification was held on October 15, 2024. No public comments were received.

CERTIFICATE AS TO TELEPHONIC PUBLIC HEARING

(Garden Lakes Apartments Project)

I, the undersigned, on behalf of the Housing Authority of the City of Columbia, South Carolina (“**Columbia Housing**”), the City of Columbia, South Carolina, and Richland County, South Carolina (“**County**”) do hereby certify as follows:

1. Attached hereto is the Notice of Telephonic Public Hearing (the “**Notice**”) published on the Columbia Housing website on October 8, 2024, related to a telephonic public hearing (the “**Public Hearing**”) held by Columbia Housing in connection with the reissuance by Columbia Housing of a portion of its \$34,885,000 Multifamily Housing Revenue Bonds (Garden Lakes Apartments Project) Series 2022 (“**Bonds**”), the proceeds of which were used to make a loan to Garden Lakes, LP (“**Borrower**”) to acquire, construct and equip a 288-unit multifamily housing development and ancillary facilities to be located at 1307 Mason Road, Columbia, South Carolina 29203 (the “**Project**”) in the County, and to pay the costs of issuance of the Bonds. The Project is currently owned and operated by the Borrower. The Bonds are an issue of “exempt facility bonds” issued to finance a “qualified residential rental project, as defined in Section 142(a)(7) of the Code.

The Bonds were issued in multiple series. The Issuer and the Borrower desire to undertake an extension of the maturity of one series of Bonds, which will result in a reissuance of that series of the Bonds in the aggregate principal amount of not to exceed \$9,160,000. The series of Bonds, when reissued, will be special, limited obligations of the Issuer payable solely out of the revenues derived from the repayment of the loan by the Borrower.

2. A representative of Columbia Housing was present at the Public Hearing described in the above-mentioned Notice, which hearing was held at the time and manner specified therein. Due to the current public health emergency, the Public Hearing was conducted telephonically, and the public was provided a toll-free access number to listen to the meeting and provided an email and mailing address to submit written comments. All persons desiring to do so were given reasonable opportunity to speak and, if requested, to present their opinions in writing regarding the issuance by Columbia Housing of the Notes and the use of the proceeds for the purposes described in paragraph 1 above. There were no written comments received and there was no opposition to the issuance of the Notes for the purposes described in paragraph 1 above.

IN WITNESS WHEREOF, I have hereunto set my hand this 15th day of October, 2024

LuCinda J. Herrera, Chief Development Officer

EXHIBIT A

Notice of Telephonic Public Hearing

NOTICE OF TELEPHONIC PUBLIC HEARING

Notice is hereby given that a public hearing (“Public Hearing”), as required by Section 147(f) of the Internal Revenue Code of 1986, as amended (“Code”), will be held by the Housing Authority of the City of Columbia, South Carolina (the “Issuer”) with respect to the proposed reissuance of its Multifamily Housing Revenue Bonds (Garden Lakes Apartments Project) Series 2022 (“Bonds”). The hearing will commence on **October 15, 2024, at 10:00 a.m., or as soon thereafter as the matter can be heard, and will be held telephonically by the Authority.**

The Issuer previously issued the Bonds in the aggregate principal amount of \$34,885,000, the proceeds of which were used to make a loan to Garden Lakes, LP (“Borrower”) to acquire, construct and equip a 288-unit multifamily housing development and ancillary facilities to be located at 1307 Mason Road, Columbia, South Carolina 29203 (the “Project”) in Richland County, South Carolina (the “County”), and to pay the costs of issuance of the Bonds. The Project is currently owned and operated by the Borrower. The Bonds are an issue of “exempt facility bonds” issued to finance a “qualified residential rental project, as defined in Section 142(a)(7) of the Code.

The Issuer and the Borrower desire to undertake certain changes which will result in a reissuance of the Bonds in the aggregate principal amount of \$9,160,000. The Bonds, when reissued, will be special, limited obligations of the Issuer payable solely out of the revenues derived from the repayment of the loan by the Borrower.

Pursuant to IRS Revenue Procedure 2022-20 allowing remote telephonic hearings to qualify as “public hearings” required for private activity bonds under Section 147(f) of the Code, the Public Hearing will be conducted telephonically and the public will not be able to attend in person. However, all persons who wish to listen to the public hearing may join by calling toll free at **(877) 366-0711 (Toll Free) using meeting passcode: 24561502**. Members of the public may submit oral or written comments to the Issuer to express their views for or against the proposed issuance of the Bonds or the location and nature of the Project. All persons who wish to submit oral comments during the Public Hearing must contact the Issuer, not less than 24 hours prior to the Public Hearing, via email to cherrera@columbiahousing.org to inform the Issuer of their desire to speak at the Public Hearing. Those who present comments during the Public Hearing will be permitted to address the Issuer regarding the Project or the Bonds for no more than five (5) minutes. Members of the public may submit views to the Issuer in writing via mail to LuCinda Herrera, Chief Development Officer, 1917 Harden Street, Columbia, South Carolina 29204, or via email to cherrera@columbiahousing.org. The Issuer will not prepare a transcript of the Public Hearing.

RESOLUTION NO.: R-2024-082

Approving the reissuance by the housing authority of the City of Columbia, South Carolina of all or a portion of its not to exceed \$9,160,000 multifamily housing revenue bonds (Garden Lakes Apartments Project) series 2022b pursuant to section 147(f) of the Internal Revenue Code of 1986, as amended; providing certain other matters in connection therewith; and providing an effective date

WHEREAS, the Housing Authority of the City of Columbia, South Carolina ("Issuer") previously issued its Multifamily Housing Revenue Bonds (Garden Lakes Apartments Project) in the aggregate principal amount of \$34,885,000 ("Bonds"), the proceeds of which were used to make a loan to Garden Lakes, LP ("Borrower") to acquire, construct and equip a 288-unit multifamily housing development and ancillary facilities to be located at 1307 Mason Road, Columbia, South Carolina 29203 (the "Project"), and to pay the costs of issuance of the Bonds;

WHEREAS, the Borrower and Issuer have represented to the City Council of the City of Columbia, South Carolina ("City") that substantial economic benefit to the Project would be recognized by extending the maturity date of all or a portion of the Issuer's Multifamily Housing Revenue Bonds (Garden Lakes Apartments Project), Series 2022B, issued in the aggregate principal amount of \$9,160,000 (the "Series 2022B Bonds");

WHEREAS, the Borrower has further represented to the City that extending the maturity date of the Series 2022B Bonds would cause a "reissuance" of the Series 2022B Bonds;

WHEREAS, Section 147(f) of the Internal Revenue Code of 1986, as amended, including the U.S. Treasury Regulations promulgated thereunder (collectively, the "Code"), requires as a condition of exclusion from gross income for federal income tax purposes of the interest on private activity bonds, as defined in Section 141(a) of the Code, that the Bonds be approved, after a public hearing following reasonable public notice, by the governmental unit on behalf of which such bonds are to be issued or reissued (the "Issuer Approval") and the governmental unit having jurisdiction over the area in which the bonds financed property is located (the "Host Approval");

WHEREAS, the City Council constitutes the elected legislative body of the City and the Borrower has represented to the City Council that it is the applicable elected representative required to provide the Issuer Approval and the Host Approval to approve the reissuance of the Bonds within the meaning of Section 147(f) of the Code;

WHEREAS, the Borrower has represented to the City Council that the Issuer, has approved, or will approve prior to the reissuance of the Bonds, the reissuance of the Bonds and the Project consistent with all applicable requirements of federal and state law (including but not limited to Section 147(f) of the Code);

WHEREAS, the Borrower has requested the City Council, pursuant to Section 147(f) of the Code, to provide the Issuer Approval and Host Approval to approve the reissuance of the Series 2022B Bonds by the Issuer;

WHEREAS, on October 8, 2024, the Issuer published on its website a notice of public hearing to be held on October 15, 2024, at 10:00 a.m. or as soon thereafter as such matters may be

LEGAL DEPARTMENT DRAFT

heard by means of a telephonic meeting conducted by the Issuer to consider the reissuance of the Bonds by the Issuer; and

WHEREAS, the public hearing was duly held by the Issuer on October 15, 2024, during which public hearing members of the public were afforded the opportunity to express their views on the reissuance of the Bonds by the Issuer and the Project.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Members of the City Council, in Council duly assembled:

Section 1. The reissuance of the Bonds by the Issuer in an aggregate amount not to exceed \$9,160,000 is hereby approved pursuant to and in accordance with Section 147(f) of the Code.

Section 2. A hearing open to the public, and conducted telephonically pursuant to Internal Revenue Service Rev. Proc. 2022-20 was held on October 15, 2024, for which the Borrower has represented to the City Council that due and reasonable public notice, being published on the Issuer's website as described above, was given by or on behalf of the Borrower in accordance with the provisions of applicable law and procedures established therefor.

Section 3. Such approval by the City Council shall not be construed as (i) an endorsement of the creditworthiness of the Issuer, the Borrower or the financial viability of the Project, (ii) a recommendation to any prospective purchaser to purchase the reissued Series 2022B Bonds, (iii) an evaluation of the likelihood of the repayment of the debt service on the Bonds, or (iv) approval of any building or other regulatory permits relating to the Project, and the City Council shall not be construed by reason of its adoption of this Resolution to make any such endorsement, finding or recommendation, to have waived any rights of the City, or to have caused the City to be estopped from asserting any rights or responsibilities it may have in such regard. Further, the Bonds shall not constitute an indebtedness of the State of South Carolina, the City or any political subdivision thereof, but shall be payable solely from revenues of the Borrower pledged to the payment of the Bonds. The approval by the City Council of the reissuance of the Series 2022B Bonds by the Issuer to finance the Project shall not be construed to obligate the City to incur any liability, pecuniary or otherwise, in connection with either the reissuance of the Bonds of the acquisition, construction or equipping of the Project.

Section 4. This Resolution shall take effect immediately upon its adoption.

Section 5. That the provisions of this Resolution are hereby declared to be separable, and if any section, phrase or provision shall, for any reason, be declared to be invalid, such declaration shall not affect the validity of the remainder of the sections, phrases or provisions of this Resolution.

Section 6. That all ordinances, resolutions or orders or parts thereof in conflict with the provisions of the Resolution are, to the extent of such conflict, hereby superseded.

LEGAL DEPARTMENT DRAFT

DONE AND RATIFIED this 15th day of October, 2024

Requested by:

Assistant City Manager Palen

Mayor

Approved by:

City Manager

Approved as to form:

ATTEST:



City Attorney

City Clerk

Introduced:
Final Reading:

LEGAL DEPARTMENT DRAFT



MEETING DATE: October 15, 2024

DEPARTMENT: Legal Department

FROM: *Teresa Knox, City Attorney*

SUBJECT: Resolution No.: R-2024-081 - Authorizing consumption of beer and wine only at Collab Content, LLC on Saturday, November 9, 2024, in the Lincoln Street Tunnel

REQUISITION NO.: R-2024-081

FUNDING SOURCE & ORIGINAL BUDGET:

ATTACHMENTS:

- **#a:** 2024-081- Collab Content LLC (Nov 9) (PDF)
- **#b:** R-2024-081- Collab Content LLC (Nov 9) (PDF)

DATE OF REQUEST 9/30/2024

ESTIMATED NUMBER OF
ATTENDEES ANTICIPATED: 80

REQUESTOR'S NAME/CONTACT
INFORMATION (E-MAIL/
PHONE#/FAX#)

Jai-Anna Carter, jaianna.carter@gmail.com, 803-846-3864

21.a

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

DATE(S) OF EVENTS: (multiple day can be on one request) November 9, 2024

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.)

Remain inside tunnel

LOCATION OF EVENT
(i.e., Amphitheater area
of Finlay Park; 1300 and 1400 blocks
of Main Street between Lady Street
and Hampton Street)

Lincoln Street Tunnel

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)

N/A

HOURS FOR STREET(S) OR PARK AREA TO BE CLOSED
(i.e., 5:00 p.m. - 12:00 a.m.) ALLOW TIME FOR SET UP/CLEAN UP

4:30pm - 11:00pm

HOURS OF EVENT
(i.e., 6:00 p.m. - 10:00 p.m.)*

7:00pm -10:00pm

HOURS OF SERVICE OF BEER/WINE/LIQUOR BEVERAGES
(Service should end one-half hour prior to end of event
(i.e., event is 6-10 p.m., beer/wine service is 6-9:30 p.m.)*

8:00pm -10:00pm

Do you intend to serve liquor in addition to beer and wine? Yes ☐ No ☒

***DUE TO COVID-19 THERE ARE ADDITIONAL REQUIREMENTS AND PROCEDURES THAT MUST BE IN PLACE TO INSURE PUBLIC SAFETY. PLEASE PROVIDE YOUR SAFETY PLAN/PROTOCOL WITH DRAWING DEPICTING CLEANING/SANITIZATION AREAS WITH YOUR SPECIAL EVENT REQUEST FORM* When publicizing the event in the community, the Organizer shall include the statement: "NO CONCEALABLE WEAPONS ALLOWED" to ensure the public has prior notice of this restriction.**

Requests should be submitted by mail, e-mail or fax at least **NINETY (90) days in advance of the event** to allow for preparation and review of the Resolution and scheduling on Council's agenda. Requests should be faxed to (803-737-4250), mailed to City Attorney's Office, ATTN: Special Event Request, POB 667, Columbia, SC 29202 or e-mailed to Kiera.Daniel@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 – Kiera S. Daniel; 803-737-4242; fax 803-737-4250; Kiera.Daniel@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 – Harold Reaves; (803) 545-3514; Harold.Reaves@columbiasc.gov - parade permit, police, safety protocol

Police Department Community Services - Brenda Murphy; 803-545-3507; brenda.murphy@columbiasc.gov - street closing

Last revised: 8/22/2024

Packet Pg. 434



CITY OF COLUMBIA APPLICATION FOR SPECIAL EVENT PERMIT



21.a

Name of Person Seeking Permit

Jai-Anna Carter

Date

9/10/2024

Address

942 S. Desert Orchard Lane, Elgin

Phone

803 846 3864

Signature

Jai-Anna Carter

Organization Asking for Permit

Collab Content LLC

Address

" " "

Phone

" "

Name of Event Chairperson

Same

Address

" " "

Phone

" "

Date of Proposed Event

November 8, 2024

Assembly Time*

4:00 p

Starting Time

6:00 p

Termination Time

11:00 p

Event Location/Parade/Race Route

Event Location/Assembly Area:

Lincoln Tunnel

Starting Point if applicable*:

N/A

Parade/Race Route if applicable*:

N/A

Termination Point if applicable*:

Number Participating in Event:

Persons

Free to the Public

Animals (describe)

N/A

Vehicles (describe)

N/A

Purpose of Event

Local vending market & music artist showcase

SPECIAL EVENT PERMIT

- ☒ Granted as applied for:
- ☐ Granted as applied for with the following conditions (see attachment):
- ☐ Denied - Reason: _____
- ☐ Alternative Permit will be granted with the following conditions: _____

The Columbia Police Department prohibits all individuals from carrying a weapon/weapons during parades and marches which are held in the City limits of Columbia, South Carolina. This excludes period weapons which are to be used for a specific purpose, i.e., musket loaders, sabers and military weaponry.

Written notice of acceptance of alternative permit must be received within three (3) days. *Parades and Races require this additional information

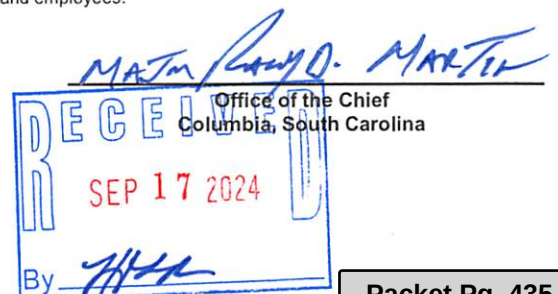
Applicant hereby agrees to the following Hold Harmless Clause: Permittee/organization hereby shall assume all risks incident to or in connection with the permitted activity and shall be solely responsible for damage or injury, of whatever kind or nature, to person or property, directly or indirectly arising out of or in connection with the permitted activity or the conduct of permittee's operation. Permittee hereby expressly agrees to defend and save the City harmless from any penalties for violation of law, ordinance, or regulation affecting its activity and from any and all claims, suits, losses, damages or injuries directly or indirectly arising out of or in connection with the permitted activity or conduct of its operation or resulting from the negligence or intentional acts or omissions of permittee or its officers, agents and employees.

Date

09-23-24

Special Operations Bureau
Office of Special Events
1 Justice Square
Columbia SC 29201
Phone (803) 545-3514

specialeventrequest@columbiasc.gov





CITY OF COLUMBIA APPLICATION FOR SPECIAL EVENT PERMIT



Name of Person Seeking Permit Jai-Anna Carter Date 9/10/24
 Address 942 S Desert Orchard Lane, Glavin Phone 803-846-3864
 Signature Jai-Anna Carter

Organization Asking for Permit Collab Content LLC
 Address " " Phone " "

Name of Event Chairperson Same
 Address " " Phone " "

Date of Proposed Event November 9, 2024 Assembly Time* 5:00p
 Starting Time 7:00p Termination Time 11:00p

Event Location/Parade/Race Route

Event Location/Assembly Area: Lincoln Tunnel

Starting Point if applicable*: N/A

Parade/Race Route if applicable*: N/A

Termination Point if applicable*: _____

Number Participating in Event: Persons 85
 Animals (describe) N/A
 Vehicles (describe) N/A

Purpose of Event Celebrating Music / Community Engagement / Live Music

SPECIAL EVENT PERMIT

- ☒ Granted as applied for:
☐ Granted as applied for with the following conditions (see attachment):
☐ Denied - Reason: _____
☐ Alternative Permit will be granted with the following conditions: _____

The Columbia Police Department prohibits all individuals from carrying a weapon/weapons during parades and marches which are held in the City limits of Columbia, South Carolina. This excludes period weapons which are to be used for a specific purpose, i.e., musket loaders, sabers and military weaponry.

Written notice of acceptance of alternative permit must be received within three (3) days. *Parades and Races require this additional information

Applicant hereby agrees to the following Hold Harmless Clause: Permittee/organization hereby shall assume all risks incident to or in connection with the permitted activity and shall be solely responsible for damage or injury, of whatever kind or nature, to person or property, directly or indirectly arising out of or in connection with the permitted activity or the conduct of permittee's operation. Permittee hereby expressly agrees to defend and save the City harmless from any penalties for violation of law, ordinance, or regulation affecting its activity and from any and all claims, suits, losses, damages or injuries directly or indirectly arising out of or in connection with the permitted activity or conduct of its operation or resulting from the negligence or intentional acts or omissions of permittee or its officers, agents and employees.

Date 09-23-24

Special Operations Bureau
 Office of Special Events
 1 Justice Square
 Columbia SC 29201
 Phone (803) 545-3514

speialeventrequest@columbiasc.gov

MAJ. Roy D. Nantz
 Office of the Chief
 Columbia, South Carolina





CITY OF COLUMBIA POLICE DEPARTMENT
1 JUSTICE SQUARE
COLUMBIA, SOUTH CAROLINA 29201
(803) 545-3500
SPECIAL DUTY REQUEST FORM



I, Collab Content LLC, request the services of the City of Columbia Police
 (Individual/Business)

Department to perform law enforcement duties at Lincoln Street Tunnel
 (Location for Assignment)

for the time period of November 9, 2024 | 8:00p - 11:00p 1 - Officer
 (Date(s) / Hour(s))

I understand when performing Special Duty Assignments, officers are subject to all directives and procedures of the City of Columbia Police Department, and will act only under the Chief's authority to enforce all applicable State and Local Laws.

I understand that officers are subject to calls in the immediate area of the Special Duty Location and will respond to any situation deemed necessary by the police department, officers or dispatch.

I understand this request for services is with the City of Columbia Police Department which will assign officers to perform Special Duty assignments. Payment for services is Fifty (\$50.00) dollars per hour for each assigned officer. There is a three (3) hour minimum on working special duty and no cash payments are allowed.

I understand that a cancelation notice must be given within Twenty-Four (24) hours of the event in order to be exempt from payment.

By signing below and upon final approval of this request, the parties hereto, their administrators, assigns Legal representatives, affiliated companies, agents, officers, directors, shareholders and partners (hereinafter "party" or "parties") agree that any dispute, claim, controversy or proceeding arising out of or relating to this Agreement, and/or including payment or failure thereof for services rendered by the City of Columbia Police Department shall be tried and litigated exclusively in the State and Federal courts located in the County of Richland/Lexington, State of South Carolina. The aforementioned choice of venue is intended by the parties to be mandatory and not permissive in nature, thereby precluding the possibility of litigation between the parties with respect to or arising out of this Agreement in any jurisdiction other than that specified in this paragraph. Each party hereby waives any right it may have to assert the doctrine of forum non conveniens or similar doctrine or to object to venue with respect to any proceeding brought in accordance with this paragraph, and stipulates that the State and Federal courts located in the County of Richland/Lexington shall be in personam jurisdiction and venue over each of them for the purpose of litigating any dispute, claim, controversy or proceeding arising out of or related to this Agreement.

The completed form must be signed and returned to the Special Duty Coordinator who will forward to the Office of the Special Operations Major for final approval.

THE CHIEF OF POLICE HAS THE AUTHORITY TO DISCONTINUE PROVIDING SPECIAL DUTY ASSIGNMENTS AT HIS DISCRETION.

Ray D. Minto
 APPROVED: SPECIAL OPERATIONS MAJOR
09-23-24
 DATE

PRINT NAME OF ASSIGNED OFFICER

CONTACT NUMBERS

SIGNATURE OF OFFICER'S SUPERVISOR

Jai-Anna Carter
 PRINT NAME OF REQUESTOR
[Signature]
 SIGNATURE OF REQUESTOR

9/19/24
 DATE

803-846-3864
 CONTACT NUMBER OF REQUESTOR

Jaianna.carter@gmail.com
 EMAIL ADDRESS OF REQUESTOR



RESOLUTION NO.: R-2024-081

Authorizing consumption of beer and wine only at Collab Content, LLC on Saturday, November 9, 2024, in the Lincoln Street Tunnel

WHEREAS, Collab Content, LLC ("Sponsor") is sponsoring Collab Content, LLC on Saturday, November 9, 2024 in the Lincoln Street Tunnel; and,

WHEREAS, Sponsor has requested permission for the temporary closing and use of the Lincoln Street Tunnel from 4:30 p.m. until 11:00 p.m. for set up, clean up, and staging of the event to be held on Saturday, November 9, 2024 from 7:00 p.m. until 10:00 p.m.; for patrons to consume beer and wine beverages only at the event during the hours of 8:00 p.m. until 9:30 p.m.; and for crowd control and overflow; and,

WHEREAS, to insure the safety of attendees Organizer understands and agrees as follows:

1. Firearms shall be prohibited in the Lincoln Street Tunnel, 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 Saturday, November 9, 2024, from 7:00 p.m. until 10:00 p.m. See Resolution No. 2021-099 (Sept. 7, 2021).
2. Organizer shall establish a boundary line around the event space at the Lincoln Street Tunnel, and the Organizer shall ensure all entrance points into the permitted event area are posted with signage stating "NO CONCEALABLE WEAPONS ALLOWED" that complies with the size and formatting requirements of section 23-31-235 of the South Carolina Code.
3. When publicizing the event in the community, Organizer shall include the statement: "NO CONCEALABLE WEAPONS ALLOWED" to ensure the public has prior notice of this restriction.
4. Organizer shall work with the City to develop a written plan and design a footprint of the event area that adheres to applicable COVID-19 health and safety guidelines, as published by the CDC and SCDHEC, and Organizer shall modify the plans and footprint as such guidelines are updated.
5. The City may cancel the event at any time based upon public safety and/or public health concerns. The City shall not be financially responsible for any costs associated with the cancellation of the event.
6. Organizer shall display signs (physical and/or electronic) throughout the event area that discourage physical contact, such as hugs, handshakes, fist bumps, and high-fives during the event.
7. Organizer shall require that its agents, employees, vendors, contractors, and event attendees adhere to all applicable COVID-19 health and safety guidelines in effect at the time of the event.
8. To the extent the event occurs during a time in which the City has in effect any emergency ordinance or ordinance requiring face coverings or adherence to social distancing requirements, Organizer shall require that its agents, employees, vendors, contractors, and event attendees comply with the requirements of such ordinance(s).
9. The City strongly encourages Organizer to require that its agents, employees, vendors, contractors, and event attendees provide proof that they have been fully vaccinated against the SARS-CoV-2 virus prior to being granted permission to enter the event.
10. Organizer shall provide portable restroom facilities at the event unless it can substantiate the sufficient availability of both ADA accessible and non-accessible facilities in the immediate area of the event site which will be available to attendees during the event. Organizer shall provide a minimum of four (4) chemical or portable toilets and two (2) wash stations for every 250 people, or portion thereof, who attend the event. Ten percent (10%) of these facilities shall be ADA accessible. This figure is based upon the maximum number of attendees at the event during peak time. The City may determine the total number of required restroom facilities on a case-by-case basis. Organizer shall post signs or markers to prohibit lines or crowds forming near the event's restroom facilities without maintaining a distance of at least six (6) feet from other people.
11. Organizer shall post signs or markers to prohibit lines or crowds forming near food vendors and should encourage attendees to bring their own water. Alcohol, beer and/or wine shall be prohibited at the event without approval of a written resolution of City Council.

LEGAL DEPARTMENT DRAFT

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 one (1) off-duty City of Columbia police officer during the hours of 7:00 p.m. until 10:00 p.m.

WHEREAS, it has been determined that such an event would be in the public interest; NOW, THEREFORE,

BE IT RESOLVED by the Mayor and Council this _____ day of _____, 2024, that the sale of beer and wine beverages only in plastic containers or cans only is authorized between the hours of 8:00 p.m. and 9:30 p.m. on Saturday, November 9, 2024; and,

BE IT FURTHER RESOLVED that all vendors be restricted to stationary location and that the sponsor shall approve or disapprove all amplified entertainment activities; and,

BE IT FURTHER RESOLVED that possession and consumption of alcoholic liquors or alcoholic beverages other than beer and/or wine beverages only within the event area is prohibited; and,

BE IT FURTHER RESOLVED that VIP tents or VIP areas for the possession and consumption of alcoholic liquors or alcoholic beverages, other than beer or wine beverages only, within the event area are prohibited; and,

BE IT FURTHER RESOLVED that organizer is responsible or shall make arrangements for the cleanup of all trash and debris within the festival area and shall place same in the roll carts provided by the City. Any overflow of trash and debris shall be placed in garbage bags with the top securely closed and placed beside the City roll carts. The number of roll carts needed for the event shall be determined by organizer and the City Solid Waste Division prior to the event and placed throughout the event area to ensure that trash and debris are well contained. Roll carts and bagged trash and debris shall be returned to the collection point designated by the City in a timely manner. If the organizer has not opted to use City services to clean up the festival area, any costs incurred by the City in removing loose trash and debris within the festival area, which the organizer has failed to clean up, shall be billed to and paid by the organizer; and,

BE IT FURTHER RESOLVED that outdoor possession and consumption of beer and wine beverages only, all outdoor musical performances and use of sound-amplifying devices shall end by 10:00 p.m. due to the proximity of the event to residential properties; and,

BE IT FURTHER RESOLVED that only pedestrian traffic will be allowed within the area. All other traffic, including, but not limited to, automobiles, trucks, motorcycles, mopeds, bicycles, skate boards, and horses, except police horses, police golf carts, and horse-drawn carriages, is prohibited. All pets, including snakes, shall be prohibited. Coolers, glass bottles, breakable glasses and/or cups, large bags and backpacks shall be prohibited; and,

BE IT FURTHER RESOLVED that during the designated time the Lincoln Street Tunnel, with the exception of the parking areas, adjacent off-street parking areas and any other areas posted as to not allow alcoholic liquors or alcoholic beverages other than beer and/or wine beverages only, is deemed to be the site of a public festival at which only beer and wine beverages may be consumed and the prohibition against possession or consumption of alcoholic beverages set forth in Sec. 14-99 shall not apply as to the possession and consumption of beer and/or wine beverages only. Possession and consumption of beer and wine beverages only shall be permitted only in plastic cups, plastic or aluminum bottles or aluminum cans provided by vendors within the areas designated.

PROVIDED, FURTHER, that the event organizer shall provide the names and cell phone numbers of a least two contact persons who can receive complaints during the event, including any set up and breakdown times. The cell phones shall remain on at all times during the event and during any set up and breakdown time.

PROVIDED, FURTHER, that failure of the event organizer to strictly comply with the time frames and other requirements and responsibilities set forth in this resolution may result in a denial of subsequent requests to allow the event.

PROVIDED, HOWEVER, that no solicitation or transactions be made in violation of Sec. 14-32, 1998 Code of Ordinances of the City of Columbia, South Carolina.

BE IT FURTHER RESOLVED that should the organizer reschedule the event for another date beyond one (1) week from the date of the originally scheduled event, a request for a resolution of City Council approving the new date of the event shall be required.

Requested by:

Assistant City Manager Shealy _____

Approved by:

City Manager

Approved as to form:


Deputy City Attorney

Introduced:
Final Reading:

Mayor

ATTEST:

City Clerk

LEGAL DEPARTMENT DRAFT



MEETING DATE: October 15, 2024

DEPARTMENT: City Manager

FROM: *Teresa Wilson, City Manager*

SUBJECT: Citizens Advisory Committee to Community Development

FUNDING SOURCE & ORIGINAL BUDGET:



MEETING DATE: October 15, 2024

DEPARTMENT: City Clerk

FROM: *Erika Hammond, City Clerk*

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

FUNDING SOURCE & ORIGINAL BUDGET:

FOCUS AREAS: Planning Together

PURPOSE:
1511 Carteret Street



MEETING DATE: October 15, 2024

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)