



We Are Columbia

COLUMBIA CITY COUNCIL MEETING AGENDA TUESDAY, OCTOBER 20, 2020

The Columbia City Council will conduct a Meeting on Tuesday, October 20, 2020 at 2:00 p.m. using Video Conferencing Technology. The Virtual Meeting will be streamed online at www.columbiasc.gov. The public has the ability to listen to audio and participate in the meeting via telephone by calling **855-925-2801**. When prompted, enter the meeting code: **9833**. For additional meeting information visit www.columbiacitysc.iqm2.com. You may also register at this site to post comments related to items on the agenda. For questions regarding the meeting portal, please contact the City Clerk at (803)545-3045 or cityclerk@columbiasc.gov.

The Honorable Mayor Stephen K. Benjamin

The Honorable Sam Davis, District I ■ The Honorable Tameika Isaac Devine, At-Large

The Honorable Howard E. Duvall, Jr., At-Large ■ The Honorable Edward H. McDowell, Jr., District II

The Honorable Daniel J. Rickenmann, District IV ■ The Honorable William Brennan, District III

CALL TO ORDER

INVOCATION

ADOPTION OF THE AGENDA

APPROVAL OF MINUTES

1. Council is asked to approve the June 16, 2020 Council Meeting Minutes.

CITY COUNCIL DISCUSSION / ACTION

2. COVID-19 Update - The Honorable Mayor Stephen K. Benjamin
 - COVID-19 Situational Report - Mr. Harry Tinsley, Emergency Management
 - Metro Wastewater Treatment Plant COVID-19 Study - Mr. R. Sean Norman, M.Sc., Ph.D., University of South Carolina Molecular Microbial Ecology Lab Director
3. Property Tax Capacity Study - Ms. Rebecca Gunnlaugsson, PhD, Acuitas Economics
4. Amplify: A Cultural Plan for the Columbia Area - Mr. Lee Snelgrove, Executive Director for One Columbia, Ms. Margie Reese, MJR Partners
5. City of Columbia Public Mural Projects - The Honorable Mayor Stephen K. Benjamin
6. Accommodations Tax Committee Recommendations for Fiscal Year 2020/2021 – Ms. Missy Caughman, Budget & Program Management Director



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CONSENT AGENDA ITEMS 7 THROUGH 15

7. Council is asked to approve the Renewal of GIS Software License and Maintenance Services, as requested by the Information Technology Department. Award to Environmental Systems Research Institute, Inc., using the Small Municipal and County Government Enterprise Agreement, in the amount of \$89,180.00. This vendor is located in Redlands, CA.

Funding Source: Geographic Information Systems - Maintenance & Service Contracts (5511121-638200) \$44,580.00; Development Services - Maintenance & Service Contracts (1014101-638200) \$3,400.00; Police Administrative Services - Software Licenses (1012402-627510) \$3,300.00; Engineering - Water Systems Improvements - Software Licenses (5516220-627510) \$25,700.00; Utilities Water Distribution & Maintenance - Software Licenses (5516203-627510) \$7,000.00; Office of Business Opportunities - Maintenance & Service Contracts (1011126-638200) \$500.00; Street - Storm Drains - Maintenance & Service Contracts (5534203-638200) \$200.00; Traffic Engineering - Maintenance & Service Contracts (1013203-638200) \$2,225.00; Public Works Administration - Software Licenses (1011124-627510) \$1,875.00; Utilities Wastewater Maintenance - Software Licenses (5516205-627510) \$400.00. The original budget amount is \$89,180.00.

8. Council is asked to approve a Contract for Maintenance of EnerGov Software, as requested by the Budget & Program Management Office. Award to Tyler Technologies, Inc., in the amount of \$123,480.00. This vendor is located in Duluth, GA.

Funding Source: Engineering (5511701-638200) \$19,866.03; Stormwater (5534202-638200) \$3,199.40; Finance/Business License (1014303-638200) \$37,344.05; Legal/Parking/Planning and Development Services/Public Works (1014101-638200) \$34,675.48; Police (1012402-638200) \$28,395.04. The original budget amount is \$142,600.00.

9. Council is asked to approve the Purchase of Allen-Bradley Standard Controls and Rockwell Products and Maintenance Services for the Wastewater Treatment Plant, as requested by Columbia Water. Award to WESCO Distribution Inc., as a sole source in the amount of \$50,000.00. This vendor is located in Woodridge, IL.

Funding Source: Utilities Metro Wastewater Plant - Maintenance and Service Contract (5516208-638200). Additional funds in the amount of \$31,250.00 will come from Equipment Repair/Service Supply (5516208-631800). The original budget amount is \$18,750.00.



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10. Council is asked to approve the purchase of Valve Insertion Equipment for the Water Distribution Division, as requested by Columbia Water. Award to TEAM Industrial Services Inc., as a Sole Source in the amount of \$109,032.48. This vendor is located in Sugar Land, TX.

Funding Source: Utilities Water Distribution and Maintenance (5516203-625700). The original budget amount is \$109,032.48.

11. Council is asked to approve the purchase of CUES Equipment Repair Services and Original Equipment Manufacturer Parts for Wastewater Maintenance, as requested by Columbia Water. Award to Elxsi dba CUES, as a Sole Source in the amount of \$145,552.49. This vendor is located in Orlando, FL.

Funding Source: Utilities Wastewater Maintenance - Equipment Repair/Service Supply (5516205-631800). Additional funds in the amount of \$118,552.49 will come from Auto, Trucks, Heavy Equipment Capital (5516205-658500). The original budget amount is \$27,000.00.

12. Council is asked to approve Soil and Turf Replacement and Silt Fence Installation Services for Riverfront Park Flood Repairs, as requested by Parks and Recreation Department. Award to Tolleson Limited Company, in the amount of \$295,443.20. This vendor is located in Columbia, SC.

Funding Source: FR-Parks - 2015 October Flood Recovery (2535104-638400). The original budget amount is \$295,443.20. This is a FEMA DR-SC4241 Project.

13. Ordinance No.: 2020-091 Authorizing the Participation by the City of Columbia, South Carolina in the Recover SC Local Government Liquidity Program; Authorizing the Execution and Delivery of any Intergovernmental Agreement with the South Carolina Jobs-Economic Development Authority and Such Other Documents and Agreements in Connection with the Sale of Revenue Bonds Issued by the Authority to Fund the RecoverSC Local Government Liquidity Program, Authorizing an Appropriation or the Issuance by the City of a Tax Anticipation Note for the Initial Payment Thereunder; and other Matters Related Thereto

First reading approval was given on October 6, 2020



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14. ANNEXATION, INTERIM COMPREHENSIVE PLAN MAP AMENDMENT, AND INTERIM ZONING MAP AMENDMENT for 1.43-acre portion of 4030 West Beltline Boulevard; TMS# 11609-10-36(p)

Ordinance No.: 2020-092 Annexing 1.43-acre portion of 4030 West Beltline Boulevard, Richland County TMS #11609-10-36 (pt)

Council District: 2

Proposal: Request to annex, assign interim land use classification of Urban Core Community Activity Center (UCAC-2) and assign interim zoning of General Commercial District (C-3). The property is currently classified as Mixed Residential (High Density) and zoned GC by Richland County.

Applicant: Dick Smith Motors, Inc. / WTC of West Beltline, LLC

Staff Recommendation: Approval

PC Recommendation: 09/14/2020: Annex, Assign Interim Land Use & Interim Zoning APPROVE (8 - 0)

First reading approval was given on October 6, 2020

15. Resolution No.: R-2020-091 Authorizing consumption of beer and wine only at Live on Lincoln Fundraiser for the Arts on Sunday, October 25, 2020 with a rain contingency date of Sunday, November 8, 2020

ZONING/PLANNING MATTERS - SECOND READING

16. ZONING MAP AMENDMENT for 1232 Whittaker Drive, TMS# 13909-09-02

Council District: 4

Proposal: Request to rezone the parcel from Single Family Residential District (RS-1) to Single Family Residential District (RS-2).

Applicant: Wade Carlisle, Wade Carlisle Construction, LLC

Staff Recommendation: Approval

PC Recommendation: 07/13/2020; Approval (6-1)

First reading approval was given on September 15, 2020.



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ZONING/PLANNING MATTERS - FIRST READING

17. ZONING MAP AMENDMENT for 901, 903, 911, and 919 S. Edisto Avenue, TMS# 11211-06-17, 11211-06-18, 11211-06-19, and 11211-06-20

Council District: 3

Proposal: Request to rezone the parcel from Light Industrial District (M-1) to General Residential District (RG-2)

Applicant: Robert F. Fuller, Attorney/Stratus Property Group

Staff Recommendation: Denial

PC Recommendation: 07/13/2020; Approval (7-0)

ORDINANCES - FIRST READING

18. Ordinance No.: 2020-098 Fourteenth 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 \$315,000,000, in Order to Refinance Certain Outstanding Indebtedness and to Finance Various Capital Projects and Improvements to the System, Any Necessary Debt Service Reserves, Capitalized Interest and Issuance Costs; Authorizing the Mayor, the City Manager and The Assistant City Manager for Finance and Economic Services, or Any Two of Them Acting Together, to Determine Certain Matters With Respect to the Bonds; Prescribing the Form and Details of Such Bonds; and Other Matters Relating Thereto

RESOLUTIONS

19. Resolution No.: R-2020-088 Public Input on Closing and Transfer of an unopened portion of Sloan Street adjacent to Richland County TMS #11314-09-09 and 11314-09-08
20. Resolution No: R-2020-092 Approving the Honorary Naming of the Southwest Corner of Harden Street and Washington Street "Columbia Hospital Way"



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OTHER MATTERS

21. Council is asked to approve an Economic Development Grant Agreement for the Creation of a New Technology Training and Apprenticeship Program within the City of Columbia, as requested by the Economic Development Department. Award to Create Opportunity, LLC in an amount not to exceed \$40,000.00. This firm is located in Columbia, SC.

Funding Source: ED Special Allocation (5511301-638508). The original budget amount is \$40,000.00.

APPOINTMENTS

22. Board of Zoning Appeals
23. Planning Commission

PUBLIC INPUT

Mr. Jared Johnson, Community Art Project

EXECUTIVE SESSION

24. Receipt of legal advice related to matters covered by attorney-client privilege pursuant to S.C. Code §30-4-70(a)(2)
- COVID-19*
Sloan Street
Bull Street Park Renaming
Monuments and Memorials - National Park Service
25. Discussion of matters relating to proposed location or expansion of services to encourage location or expansion of industries or other businesses pursuant to S.C. Code §30-4-70(a)(2)
- Robinson Gray*
First Reliance
26. Discussion of negotiations incident to proposed contractual arrangements pursuant to S.C. Code §30-4-70(a)(2)
- 2221 Devine Street*
IPRB - Underwriter

ADJOURNMENT



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MEETING DATE: October 20, 2020

DEPARTMENT: City Clerk

FROM: *Erika Hammond, City Clerk*

SUBJECT: Council is asked to approve the June 16, 2020 Council Meeting Minutes.

FUNDING SOURCE & ORIGINAL BUDGET:

ATTACHMENTS:

- MN_06_16_2020 (PDF)



COLUMBIA CITY COUNCIL MEETING MINUTES TUESDAY, JUNE 16, 2020

CALL TO ORDER

The Columbia City Council conducted a virtual meeting on Tuesday, June 16, 2020 using video conferencing technology. The Honorable Mayor Stephen K. Benjamin called the meeting to order at 2:16 p.m. and the following members of Council were present: The Honorable Sam Davis, The Honorable Tameika Isaac Devine, The Honorable Howard E. Duvall, Jr., The Honorable Mayor Pro-Tempore Edward H. McDowell, Jr., The Honorable Daniel J. Rickenmann, and The Honorable William Brennan. Also present were Ms. Teresa Wilson, City Manager and Ms. Erika D. M. Hammond, City Clerk. This meeting was advertised in accordance with the South Carolina Freedom of Information Act.

INVOCATION

The Honorable Mayor Pro Tempore Edward H. McDowell, Jr. offered the invocation.

ADOPTION OF THE AGENDA

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

APPROVAL OF MINUTES

1. Council is asked to approve the April 2, 2020, April 7, 2020, and April 9, 2020 City Council Meeting Minutes.

Upon a motion made by Ms. Devine and seconded by Mr. Davis, Council voted unanimously to approve the April 2, 2020, April 7, 2020, and April 9, 2020 City Council Meeting Minutes.

CITY COUNCIL DISCUSSION / ACTION

2. COVID-19 Update - The Honorable Mayor Stephen K. Benjamin

Mayor Benjamin said we are in challenging territory as we deal with this national trauma. We need to remember we are still living through a pandemic. We have nearly 20,000 diagnosed cases according to DHEC. We had 2,400 cases in the last week alone. This has prompted a significant amount of discussion amongst our citizens surrounding the issue of wearing masks. We have come up with a draft ordinance that our legal staff has looked at. Municipalities and counties around the southeast have been looking for some way to significantly increase the use of masks and help



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decrease the spread of the virus. We will be discussing the draft document as a Council but we will not be acting on this today. We will try to have more clarity by the end of the meeting. Hopefully with community input we can understand where the public stands on the issue. The draft document will be available today on the City's website.

Councilor Duvall said this is proposed Ordinance 2020-059. It is composed of several ordinances that we looked at around the southeast. The ordinance includes where and who is required to wear a mask. The ordinance says you have to wear a mask if the person is older than 3 years old, in any building open to the public, waiting to enter any public building, interacting with other people in outdoor spaces, including but not limited to curbside pickup, delivery, and services calls, in any business activities in private spaces, utilizing public and private transportation, and in spaces where maintaining six feet distance is not possible. You don't have to wear a mask in personal vehicles, if alone in closed spaces, during outdoor activities provided the person can maintain six feet distance, when drinking or eating, and when the face covering aggravates a health condition. This is a way for City Council to reinforce the Governor's desire for people to start wearing masks.

Mayor Benjamin said we want the public to know that we are discussing the ordinance and that we need their critical feedback. I know there are strong opinions on the Council around individual responsibility and public health. We have to respect the diversity of opinions but we are dealing with a crisis and we have to act in earnest. If in fact we consider this ordinance, we will need to do a Special Called Meeting.

Ms. Teresa Wilson, City Manager said the website has the draft ordinance published. We will give further clarification on how the public can provide input and we will wait on direction on when to set the Special Called Meeting.

Mayor Benjamin said we have over 215 different businesses across the City that have signed up for the Resilient Columbia Pledge. That is indicative of the desire to step up and be good corporate citizens by monitoring the health of employees, cleaning high-touch areas frequently, encouraging the use of face coverings, promoting frequent hand washing, limiting the number of people both inside and outside of their buildings, and promoting social distancing. I am excited about the robust support we have seen from our businesses. I want to thank our outsider supporters from DHEC, Prisma Health, Lenard Larry McKelvey (known professionally as Charlamagne tha God), and others on the work they have been doing together with what will be a significant testing site at the Benedict College football stadium this weekend on Friday and Saturday, we expect significant drive-through testing. We had good public support and private support from community leaders. I am excited about Resilient Columbia and the testing initiatives coming up. Let's protect ourselves and protect the people we love.

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Ms. Missy Gentry, Assistant Manager of Development said the Resilient Columbia event being hosted tomorrow is for businesses that have already taken the pledge. If you are a business that has taken the pledge you should have received an email invite to come to the parking lot between City Hall and the County Court House tomorrow between 9 a.m. to 12 p.m. We will have a packet of information, PPE supplies, and disinfectants to distribute. For the businesses who have not taken the pledge but intend to, we will schedule a follow-up event. We welcome the 215 businesses who signed the pledge to come to the event tomorrow.

Ms. Teresa Wilson, City Manager said Assistant City Manager Henry Simons will give a brief update on the parks facilities in relation to the COVID-19 data that we have seen over the last few weeks. We have stayed on course with the phases schedule. We do have some small changes in the hours of operation for some facilities.

Mr. Henry Simons, Assistant City Manager of Operations said we are approaching phase four which is inclusive of the opening of our recreational facilities, gyms, the Wellness Center, and the Clyburn Golf Center. There is a concern with the increased amount of confirmed cases in the last several days. We saw over 2,000 new cases over the weekend according to DHEC. Our goal is to monitor the data for the remainder of the week and proceed with caution. We are looking to stay the course with phase four with a modified schedule for some facilities to help mitigate the exposure for our staff and citizens. Phase four begins on Monday June 22nd. We will work with Public Relations to share the modified operating hours with the public. We are pleased to say phase one through three have worked very well thus far. We have received a lot of positive feedback.

Ms. Teresa Wilson, City Manager asked which facilities will be impacted by the modified hours.

Mr. Henry Simons, Assistant City Manager of Operations said our community centers will be open from Monday to Saturday from 10 a.m. to 6 p.m. The neighborhood parks will be open from Monday to Friday from 10 a.m. to 6 p.m. The Columbia Tennis Center will continue with the same hours from 8 a.m. to 9 p.m. The Clyburn Golf Center will remain with the same schedule of Monday to Saturday from 10 a.m. to 6 p.m. The Drew Wellness Center will be open from Monday to Saturday from 8 a.m. to 7 p.m. and Sunday from 2 p.m. to 6 p.m. Pools will remain closed until further notice.

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3. Reflections on 21st Century Policing - Mr. William H. “Skip” Holbrook, Chief of Police for the Columbia Police Department

Mr. William H. “Skip” Holbrook, Chief of Police for the Columbia Police Department said our mission is to provide professional and ethical service in protection of our citizens while preventing crime and reducing the fear of crime through problem solving partnerships. Professional and ethical policing is our standard in Columbia. More importantly than ever we need to show how we do things and how well we do them. In Columbia last year, we answered 178,000 service calls; made over 6,500 arrests; 83 people were injured by gun fire; and 25 people were fatally shot. We seized over 880 guns; had over 1,000 reported violent crimes including 913 burglaries; over 2,000 vehicle break-ins; and over 800 vehicles stolen. We encourage alternatives to law enforcement with what is legally considered low-level offenses or society’s ills like homelessness, opioid epidemic, mental illnesses, noise complaints, drunkenness, neighbor disputes, trash in yards, and public nuisance violations. Since Friday, we have responded to over 25 shootings, had over 100 rounds fired in the City, and seized seven guns. This is where we need to be focusing our attention. Our budget is composed of 80% for personnel and 20% for operations, which includes the delivery of community programs. Over \$8 million is spent on community policing efforts. The 21st Century Policing Task Force began in 2014 when President Obama issued an Executive Order to establish a task force to review and study policing. In May 2015, the task force submitted their final report to the President which contained 59 recommendations organized around six pillars: trust and legitimacy, policy and oversight, technology and social media, community policing and crime reduction, officer training and education, and officer wellness and safety. In 2017, we became nationally accredited. The reason was for better policy development, review, and oversight. We also have the body worn camera program, the Citizen Advisory Council, cameras that record audio and video interviews, and we participate in the public data initiative. We also provide our department policies online for public review. We continue to build trust by producing an annual report for the public. We publish all information in the annual report including our critical incidents and we issue news releases in a timely manner. We have a Chief’s table where we hear from our officers and the discipline review board. We offer a residency home loan program, yearly bonuses to encourage living in the City, and a take home vehicle for City residents. Zero tolerance occupational policing has proven to not be effective. We instead focus on deterrence and cease fire strategies. We offer assistance to individuals who we know are susceptible to reoffending or being victims of crimes. We recently purchased a firearm simulator to do shooting decision training and use of force training. We teach ethics training, mental illness recognition, and how to address folks with disabilities. We review all critical incidents with staff in a non-punitive way. Our Citizen Advisory Council has been instrumental in our discipline process, critical incident review, and policy review. We created a social media team who has redone our website to be more interactive and informative. Community policing cannot just be a program or tactic; it has to be the core

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principle that lies at the foundation of a police department. We have our Homeless Court which is award winning. We also have a PTI program that is widely used. We have public command staff meetings and weekly neighborhood meetings. Our cadet programs, summer internships, summer job programs, and ride alongs are all opportunities where we interact with our youth. Our memorandum of agreement with Richland One says law enforcement will not get involved in school disciplinary matters. We provide leadership training to all personnel. We have introduced the FBI Law Enforcement Executive Development Program to all of our supervisors. Our executive staff attends the FBI National Academy, Police Executive Research Forum, Senior Management for Police, Southern Police Institute Executive Leaders Program, and our women leaders have completed the International Chiefs Association Women's Leadership Institute. We have the One Mind Campaign which developed how we respond to crises. About 20% of our agency is certified in crisis intervention and 100% of our agency has gone through mental illness recognition and first aid training. We provide all of our officers with stop the bleed training, tourniquets, first-aid kits, and Narcan. As a result of our continuous policy review through CALEA, we stay progressive and always look for ways to achieve the highest industry standards. We are proposing to add new language to the Use of Force policy to include language that prohibits chokeholds, carotid artery holds, and a section that addresses precautions to preventing positional asphyxiation. We respect and recognize the value and sanctity of each human life and we emphasize the importance of treating all persons with dignity and respect. Officers will only use the minimum amount of force necessary to accomplish the lawful objective. The use of force carries a responsibility to render aid, the duty to intervene, and a full written report with documentation. Tasers may be used to restrain a violent individual when alternative restraint tactics are likely to fail or it is unsafe for officers to approach. Passive resistance encompasses the totality of the circumstances and could be illustrated as a low level noncompliance resistance and offers no physical or mechanical injury. We have included positional asphyxiation precautions in order to avoid officer's tactics that would impede a subject's ability to breathe. Officers should also make sure the individuals are positioned appropriately for transport. We have a culture of accountability, checks and balances, progressive policy, and the courage to reform to be what our citizens would expect of a 21st century professional police agency.

Councilor Devine recalled when Chief Kelly and other officers participated in taking a group of students to see the *Hate You Give*. They had great conversation with the kids about the role of law enforcement and building trust with the youth. Last year, they did a similar event. We sometimes don't remember some of the things they do to build that trust on an ongoing basis. They are not just participating in these conversations now but they continue to look for opportunities to have meaningful dialogues with our citizens and our youth on these hard topics.

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Councilor Rickenmann said we appreciate the mentality to always be better and we support you tremendously. Your actions have been for the best interest of the City and citizens. We hear discussion around hard topics but the City has always been progressive in the role of law enforcement. We hear folks demanding to defund the police but that is not what this community is about.

Councilor McDowell said hard issues can very well be heart issues. I want to thank the Chief and all the members of CPD for their due diligence in making things happen in our City. There are some who may disagree with that but judicially we are responsible for maintaining the heart of the City. I know we live in difficult times; these are difficult situations. When we take our City at heart, I think we are moving in the right direction. Please give our officers our thankfulness for their due-diligence.

Councilor Davis said you can go to any community meeting in this capital city and law enforcement partners are there. There is interaction that people don't have the opportunity to see. Exchanging information, dealing with complaints, and receiving feedback. The presentation is very proactive and covers a lot of things that we are doing. I have watched officers as they engage in neighborhoods and with the general public.

Mayor Benjamin said I think the public needs to know all the things CPD has been doing for the past several years. I very much enjoyed working hand-in-hand with the Obama Administration on the 21st century policing initiative. The last meeting we had at the White House, President Obama addressed 300 Mayors. There were only three agencies in the country that he mentioned as being leaders in this initiative and we were one of those three. We are living in a historical time and our goal is to figure out how we can turn the pain into progress. We recognize the fact that even in the simple changes in our laws and policies that we pass, they won't change the world. We can't just focus on the laws that we are changing. Whether its addressing policing in America or police violence, we have to work to destroy the systems of racism in our country and our culture. We can't take our eyes off the issue of how to reform the system of justice. Listening and having people tell their stories right now is important. We are links in a long chain fighting against racism, sexism, anti-Semitism, homophobia, and xenophobia. We are constant architects of building a more perfect union. If we can't turn this issue into a real meaningful and edifying moment that will make this community better, then I believe we will have missed the opportunity of a lifetime. I thank you Chief for your leadership and the command staff for the great work. We don't expect police officers to be perfect. With the unique responsibilities they hold, we do expect our officers to be held to the highest of standards and held beyond reproach. We also believe that accountability has to be at the core to ensure we keep the public trust. At the same time, we can't expect officers

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to be blue robots. They are also affected and suffer the same demands of life as we do. We need to step up as a community and make those investments as a City.

RESOLUTION

4. Resolution No.: R-2020-068 Adopting City of Columbia Use of Force Policy – *Approved*

Upon a motion made by Ms. Devine and seconded by Mr. Davis, Council voted unanimously to approve Resolution No.: R-2020-068 Adopting City of Columbia Use of Force Policy.

Ms. Teresa Wilson, City Manager said I did receive the I Can't Breathe South Carolina document. I feel it is incumbent upon me to give some clarifying language regarding how the budget process works. These advocates and influencers have been very thoughtful in their approach of looking at our budget and have made some recommendations and suggestions. Unfortunately, time is not on our side. Cities in South Carolina are required to adopt a balanced budget by the end of their fiscal year, which is June 30th for the City of Columbia. That is the reason our budget is on the agenda today for a second reading. It is my fiduciary responsibility to provide a balanced budget in a timely manner and get it passed according to state law. While I would recommend you proceed with the budget as proposed for this upcoming fiscal year, I do want to acknowledge that we did receive the suggestions from the I Can't Breathe South Carolina group. With time there are suggestions we can continue to dialogue and work together on. Our budget for this year is already significantly different from past years. The COVID-19 pandemic has placed a tremendous impact on the development of the budget. There is uncertainty in our revenue projections. We have tried to arrive at a budget that still maintains our service delivery for the citizens of Columbia. There have been discussions around police defunding or reallocating, but the City has always put emphasis on public safety and many of our citizens argue for more police officers and not less. We need to make sure we are not reacting to one specific group or need. City Council directs a lot of time and expertise to work on critical issues like the Food Policy Committee and the Affordable Housing Task Force. City Council stands in the gap with funding every year for various groups in the community. There is no room for adjustments that I can currently recommend for this budget. The recommendations made are right in line with what this Council believes in and is already doing. We did elevate the community policing investments in the CPD budget, which is already 20.5% of the police general fund budget. There is over \$11 million worth of community policing investments being made in the City. That is inclusive of anything from graffiti removal and abatement, block watch programs, coffee with a cop, front porch roll calls, our wonderful ice cream truck, proactive enforcement through neighborhood improvement sweeps, and others. A lot of these efforts that police are expending time on could be better served by other social groups or agencies, but until we know those things can happen there is still the need for them to serve those

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roles. We are not saying we are perfect but by following the data and the dollars, it can be seen that we are making valiant efforts.

CONSENT AGENDA ITEMS 5 THROUGH 10

Upon a single motion made by Mr. Duvall and seconded by Mr. Rickenmann, Council voted unanimously to approve **Consent Agenda Items 5 through 10**.

5. Council is asked to approve an Agreement between the City of Columbia and the River Alliance for the Three Rivers Greenway Project Development, in an amount not to exceed \$55,000.00 for Fiscal Year 2019/2020. This firm is located in Columbia, SC. – *Approved*

Funding Source: Administration - City Manager- Special Contracts; 1011111-638300; Hospitality-Special Contracts; Special Contracts: 2124313-638300. The original budgeted amount was \$55,000.00.

6. Council is asked to approve reimbursement for the installation of a 24" storm drain from 701 Whaley Street to Pacific Park, as requested by Columbia Water. Award to Red Curb Investments, LLC in the amount of \$98,709.00. The vendor is located in Columbia, SC. – *Approved*

Funding Source: Stormwater Special Contracts (5534202-638305)

7. Council is asked to approve the purchase of Twelve (12) Astro Radios, as requested by the Fire Department. Award to Motorola Solutions, using the SC State Contract in the amount of \$97,633.38. The vendor is located in Sumter, SC. – *Approved*

Funding Source: Fire Suppression-Radio Equipment - \$91,000.00 (1012303-627800) and Fire Administration-Radio Equipment - \$6,633.38 (1012301-627800). The original budget amount is \$91,000.00.

8. Council is asked to approve the purchase of Parts and Services for the Reconditioning and Restoration of Sharples DS706 Rotating Assembly and Gearbox (Centrifuge) for the Wastewater Treatment Plant, as requested by Columbia Water. Award to Alfa Laval, as a Sole Source in the amount of \$128,994.78. This vendor is located in Chesapeake, VA. – *Approved*

Funding Source: Utilities Metro Wastewater Plant (516208-658300). The original budget amount is \$128,994.78.

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9. Council is asked to approve an agreement for Project SD8433; Millwood Detention, as requested by Columbia Water. Award to Black & Veatch Corporation in the amount of \$164,200.00. The firm is located in Columbia, SC. – *Approved*

Funding Source: (5549999-SD843301-658650). The original budget amount is \$164,200.00.

This is a Mentor Protégé Program Project. Black & Veatch Corporation of Columbia, SC is the Mentor and will provide technical consulting and construction observation services at 70% (\$114,698) of the contract value. Civil Engineering Consulting, a Disadvantaged Business Enterprise of Columbia, SC, is the Protégé and will provide consulting services at 20% (\$32,802) of the contract value.

The following subconsultants will provide additional services:

Bunnell Lammons Engineering of Greenville, SC will provide geotechnical services at 6% (\$10,000) of the contract value.

Summit Engineering of Columbia, SC will provide surveying services at 4% (\$6,700) of the contract value.

10. Council is asked to approve the purchase of Replacement Parts for the Wastewater Treatment Plant, as requested by Columbia Water. Award to Evoqua Technologies, LLC as a Sole Source in the amount of \$175,273.20. This vendor is located in Waukesha, WI. – *Approved*

Funding Source: Utilities Metro Wastewater Plant-Small Hand Tools & Other Equipment (5516208-623100); Utilities Metro Wastewater Plant-Machinery & Equipment-Capital (5516208-658300); and Utilities Metro Wastewater Plant-Machinery & Equipment-Capital (5516208-658300). The original budget amount is \$175,273.20.

Attachment: MN_06_16_2020 (6237 : Approval of Minutes)



**COLUMBIA CITY COUNCIL MEETING MINUTES
TUESDAY, JUNE 16, 2020**

ORDINANCES - SECOND READING

Ms. Rye Martinez, Empower SC Co-Founder said the 2020-2021 police budget is currently being considered at 32.5% of Columbia's total budget. That is \$41.8 million being spent on protecting and serving. Is that really helping to protect our less fortunate from having to sleep in an alley? Is that really serving our senior citizens whose retirement ran out a long time ago? I don't think so. We don't need ice cream trucks and coffee from the police, we need change. If we could reduce that 32.5% to 30%, we can take \$3.16 million and use those funds to make real change in our community.

Ms. Jazmyne McCrae, Empower SC Co-Founder said Empower SC is proposing the refunding of the senior resources emergency nutrition program to \$250,000 from a budget of \$0; the Economic Stabilization Fund to \$500,000 from a budget of \$0; increasing the homeless service budget by \$500,000; and increasing the Public Defender's Office budget by \$78,000. It is time to hear the calls for equity and justice and we hope you will answer.

Ms. Demetris Hill, Empower SC Co-Founder said Councilwoman Devine, as a champion for food security and a leader in critical social infrastructures you know how feeding a community both in body and in spirit can uplift our people. Councilman Davis, as a board member of Big Brothers Big Sisters you have a unique understating of the challenges that marginalized children face. Councilman McDowell, as a reverend and pastor in our local churches you know that our first calling is to feed the hungry and clothe the poor. Councilman Rickenmann and Councilman Brennan, as successful business men with entrepreneurial spirits you know firsthand how the opportunity to build a business can create generational wealth for our children and prosperity in our communities. Councilman Duvall, as a veteran you understand the unique challenges that our brave servicemen and women face. Mayor Benjamin, as a leader for police accountability and community growth you understand that justice for all does not start with words but with actions. Your voices, your votes, and your actions can change the lives of so many. We have done the work to show you a path forward.

Mayor Benjamin said I appreciate all the work that has been done with the budget. As we walk through the budget process and what is required from us by law, there is a process where we hold a public hearing for the budget. We have had the public hearing and the first reading of the budget. The opportunity to amend that budget is something we can consider as we move forward. I will make sure that your voices are heard. I understand it is important to catch the urgency of the moment but there is a process we have to go through to make these things happen. Most of the ideas proposed by Empower SC are things that we have already done. The Community Development budget is actually much larger than \$377,000; a significant amount of money is

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We Are Columbia

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appropriated. In regards to refunding the senior resources nutrition program, we funded \$250,000 in good faith and appropriated from surplus to fund that program in March. That was the seed money that lead to over 345,000 seniors being feed all across the region. The Economic Stabilization Fund was also crafted by staff at the request of Council and has put \$1.4 million into the hands of hundreds of small businesses over the last couple of months. We are the only City in the entire state and one of the few in the country that has done this. The Public Defender's budget has doubled per Ms. Devine's recommendations and advocacy over the last years. We continue to seek equity, not just with the solicitor's budget. We still have statutory and legal obligations that we will continue to meet. As it relates to homeless services, I encourage you to look at our programs like Housing First, our investments in youth housing, our partnership with MIRCI, and our annual investment in the inclement weather shelter. As we talk about affordable and healthy foods, we were the very first City in the state to establish a Food Policy Committee. From grant programs to nonprofits, we have appointed \$500,000 and added \$250,000 to Senior Resources. The recommendations in the documents are building upon things we have already done. Remain encouraged, stay involved, and play a leading role in those changes.

11. Ordinance No.: 2020-046 Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 23, Utilities and Engineering, Article VII, Stormwater Management, Sec. 23-205 Stormwater service charge rates (b) - *First reading approval was given on June 2, 2020 - Approved of second reading.*

Upon a motion made by Mr. Duvall and seconded by Mr. McDowell, Council voted unanimously to give second reading approval to Ordinance No.: 2020-046 Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 23, Utilities and Engineering, Article VII, Stormwater Management, Sec. 23-205 Stormwater service charge rates (b).

12. Ordinance No.: 2020-050 To Raise Revenue and Adopt the Budget for the City of Columbia, South Carolina, for the Fiscal Year ending June 30, 2021 - *First reading approval was given on June 2, 2020 - Approved of second reading.*

Upon a motion made by Mr. Duvall and seconded by Mr. Davis, Council voted unanimously to give second reading approval to Ordinance No.: 2020-050 To Raise Revenue and Adopt the Budget for the City of Columbia, South Carolina, for the Fiscal Year ending June 30, 2021.

Attachment: MN_06_16_2020 (6237 : Approval of Minutes)



We Are Columbia

**COLUMBIA CITY COUNCIL MEETING MINUTES
TUESDAY, JUNE 16, 2020**

ORDINANCES - FIRST READING

13. Ordinance No.: 2020-056 An Ordinance to Authorize the Renewal and Extension of the Letter of Credit Securing the \$81,860,000 Original Principal Amount of City of Columbia, South Carolina, Waterworks and Sewer System Revenue Bonds, Series 2009, and to Approve the Form and Terms of, and Authorize the Execution of, a First Amendment to Letter of Credit and Reimbursement Agreement and other Agreements as Necessary or Desirable; and Other Matters Related Thereto – *Approved on first reading.*

Upon a motion made by Ms. Devine and seconded by Mr. Duvall, Council voted unanimously to give first reading approval to Ordinance No.: 2020-056 An Ordinance to Authorize the Renewal and Extension of the Letter of Credit Securing the \$81,860,000 Original Principal Amount of City of Columbia, South Carolina, Waterworks and Sewer System Revenue Bonds, Series 2009, and to Approve the Form and Terms of, and Authorize the Execution of, a First Amendment to Letter of Credit and Reimbursement Agreement and other Agreements as Necessary or Desirable; and Other Matters Related Thereto.

14. Ordinance No.: 2020-057 Authorizing the City Manager to execute an Agreement Regarding the Use of the Segra Park Capital Fund between the City of Columbia and Hardball Capital, LLC for the planned multi-use entertainment facility in the Bull Street Development – *Approved on first reading.*

Councilor Rickenmann said the capital fund was set to replace the needs of the future and eliminate the tax payers' liability. We are basically going to allow them to drain this fund. There is \$969,000 in that account. They want up to \$50,000 a month for up to two years. That is a total of \$600,000 leaving roughly \$365,000. That fund is not supposed to get below \$400,000. We are responsible for everything in that stadium. It concerns me that we are using this money to fund operations. This amount is a massive bailout for the baseball team. My understanding is that they are going to pay us back but I haven't seen a document that secures that. We have a lot of businesses in our community that are suffering and don't have access to this capital. We need a deeper dive before we approve this.

Ms. Missy Gentry, Assistant City Manager of Development said the Ordinance estimates between \$40,000 and \$50,000 per month. It is likely to lend itself more towards \$40,000. The funding that will come in to the naming rights will happen in March each year and the City's portion of that funding will come back into the account. It has been established that the fund cannot drop below \$400,000 as a result of this agreement. We can certainly provide clarity between first and second

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We Are Columbia

**COLUMBIA CITY COUNCIL MEETING MINUTES
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reading. The City would not be required to pay for any maintenance in the future. We can add some clarifying language on how the repayment will be made.

Councilor Rickenmann said we have not seen what \$50,000 a month is going to cover and how that relates to the document. I do think there is liability and we ought to have more information before we commit to that.

Mayor Benjamin said we have done a lot of things through funds because we are dealing with an economic disruption. The Fireflies are in a unique situation not being able to host games and live events. There is no liability for the City or maintenance. The Fireflies have been great partners. These are difficult times and I don't mind standing in the gap with them.

Upon a motion made by Mr. Duvall and seconded by Mayor Benjamin, Council voted [6 to 1] to give first reading approval to Ordinance No.: 2020-057 Authorizing the City Manager to execute an Agreement Regarding the Use of the Segra Park Capital Fund between the City of Columbia and Hardball Capital, LLC for the planned multi-use entertainment facility in the Bull Street Development. Mr. Brennan, Mr. Duvall, Mr. McDowell, Ms. Devine, Mr. Davis, and Mayor Benjamin voted aye. Mr. Rickenmann voted nay.

15. Ordinance No.: 2020-058 Authorizing the City Manager to execute Amendment No. 6 to Amended and Restated Agreement of Sale and Purchase between the City of Columbia and Baker and Baker Real Estate Developers, LLC for the sale of Parcel "A" containing approximately 27,664 square feet (0.64 acre) and Parcel "B" containing approximately 25,444 (0.58 acre) square feet located on the eastern side of Gist Street between Laurel Street and Blanding Street and known as Richland County TMS No.: 09005-02-44 and 09005-02-23 – *Approved on first reading.*

Upon a motion made by Ms. Devine and seconded by Mr. McDowell, Council voted unanimously to give first reading approval to Ordinance No.: 2020-058 Authorizing the City Manager to execute Amendment No. 6 to Amended and Restated Agreement of Sale and Purchase between the City of Columbia and Baker and Baker Real Estate Developers, LLC for the sale of Parcel "A" containing approximately 27,664 square feet (0.64 acre) and Parcel "B" containing approximately 25,444 (0.58 acre) square feet located on the eastern side of Gist Street between Laurel Street and Blanding Street and known as Richland County TMS No.: 09005-02-44 and 09005-02-23.

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We Are Columbia

**COLUMBIA CITY COUNCIL MEETING MINUTES
TUESDAY, JUNE 16, 2020**

RESOLUTIONS

16. Resolution No.: R-2020-063 Release and Abandonment of a 20 SF (0.49' TO 0.51') Portion of the City's Existing 15' Water Line Easement along a portion of Richland County TMS#11301-20-17; 12 Cottonplace Lane; Lot 13, Cottonplace (formerly, Whaley Row Townhouses Phase 2); CF#291-21a – *Approved*

Upon a motion made by Mr. Duvall and seconded by Mr. Rickenmann, Council voted unanimously to approve Resolution No.: R-2020-063 Release and Abandonment of a 20 SF (0.49' TO 0.51') Portion of the City's Existing 15' Water Line Easement along a portion of Richland County TMS#11301-20-17; 12 Cottonplace Lane; Lot 13, Cottonplace (formerly, Whaley Row Townhouses Phase 2); CF#291-21a.

17. Resolution No.: R-2020-064 Amending Resolution No.: R-2018-107 Authorizing the operation of Soda City Market by expanding the market footprint to meet social distancing and safety protocols – *Approved*

Upon a motion made by Mr. McDowell and seconded by Mr. Duvall, Council voted unanimously to approve Resolution No.: R-2020-064 Amending Resolution No.: R-2018-107 Authorizing the operation of Soda City Market by expanding the market footprint to meet social distancing and safety protocols.

18. Resolution No.: R-2020-066 Authorizing the City Manager to execute a Facility Encroachment Agreement between the City of Columbia and CSX Transportation, Inc. – *Approved*

Councilor McDowell asked about the location of the encroachment.

Mr. Clint Shealy, Assistant City Manager of Columbia Water said this is for the East Rocky Branch Phase C project in the downtown area. This is down from the Olympia quarry for a pipe going down there.

Upon a motion made by Mr. McDowell and seconded by Mr. Duvall, Council voted unanimously to approve Resolution No.: R-2020-066 Authorizing the City Manager to execute a Facility Encroachment Agreement between the City of Columbia and CSX Transportation, Inc.

Attachment: MN_06_16_2020 (6237 : Approval of Minutes)



We Are Columbia

COLUMBIA CITY COUNCIL MEETING MINUTES TUESDAY, JUNE 16, 2020

APPOINTMENTS

19. Richland- Lexington Airport Commission – *Approved*

Upon a motion made by Mr. Duvall and seconded by Mr. McDowell, Council voted [6 to 1] to approve the reappoint of Ms. Carol Fowler to the Richland- Lexington Airport Commission. Mr. Brennan, Mr. Duvall, Mr. McDowell, Ms. Devine, Mr. Davis, and Mayor Benjamin voted aye. Mr. Rickenmann voted nay.

CITY COUNCIL COMMITTEE REPORTS / REFERRALS

Councilor Devine said the Affordable Housing Task Force had their first meeting last week. The meeting went very well. I inadvertently left two members off when we were appointing the members, Ivory Matthews from the Columbia housing Authority and Tonya Isaac who is a citizen from North Point Estates. We set up committees to include public education to make sure people understand what affordable and workforce housing is and the numbers. We talked about a sub-committee for legal matters and a sub-committee on creative financing. If you have somebody that you feel will add value to the committee, please let me know because the committee is very eager to get started.

PUBLIC INPUT

Ms. Elaine Cooper, City of Columbia resident said I am speaking on behalf of defunding the police. I was shocked to see teenagers being tear gassed and rubber bullets being used on nonviolent protesters. Last time I saw this violence was in Chicago. I insist that once police officers are hired that they live within the City limits and the communities they serve. There is continual racial profiling in Columbia and this is the Columbia that needs to change. I would like to see a timeline to address these issues immediately instead of just saying thank you to the public comments. I see incredible police violence and we need to listen to Empower SC. I went door to door in 29203, there is third world poverty that exists in that location which is not far from the State House.

Ms. Kim Baker, City of Columbia resident said we are still waiting on full transparency and accountability from CPD regarding the unjustified fatal shooting of 17 year-old Joshua Ruffin. That is unacceptable from the City government and Police Chief who constantly claims to have a progressive world class police force that values the lives of citizens. Over the last few weeks I have seen videos, photographs, and written accounts of numerous instances of excessive force and police brutality in Columbia that are still being inadequately addressed by the Chief and City Government. After reading through the Use of Force policy, I still see huge inadequacies in

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TUESDAY, JUNE 16, 2020**

addressing the numerous request that you have received from the citizens. This policy is more of the same reform language that we have seen for decades. I am one of many who has recently contacted City Council members with four simple request: drop all charges against peaceful protesters arrested in the last three weeks and refund their bail or reinvest in community building; immediately move to fire all officers found to engage in illegal chokeholds, pointing weapons at civilians, unnecessary arresting civilians, or otherwise threatening peaceful protesters; ban the use of tear gas and other weapons of war on civilian population; and apologize to the people of Columbia and the Midlands for the ill-advised curfew and pledge to make amends by considering carefully the demands of the movements.

Mr. Tyler Johnson, City of Columbia resident said I sent you all an email last week regarding what happened in Columbia during the protests. I would like to repeat my requests: apologize for the ill-advised curfew and the ensuing abuses perpetrated by law enforcement; commit to holding all officers accountable who engaged in illegal chokeholds, pointing weapons at civilians, pulling tear gas and chemical agents, or otherwise threatening peaceful protesters; please ensure all charges against protesters are dropped and that their bails are refunded; and please unambiguously and unconditionally ban the use of tear gas and other weapons of war against civilians going forward. Earlier in the meeting, Chief Holbrook celebrated Columbia's professional and ethical services to the community. What is ethical about firing tear gas at protesters in the middle of a pandemic; about the photo we all saw in *The State* showing an officer here in Columbia kneeling on a man's neck; about how law enforcement has dragged its feet in the Joshua Ruffin case; and the fact that Columbia's Police Department continues to increase each year while our schools and social services go under. You are all totally out of touch with the needs and desires of the people of Columbia.

Mr. Andrew Hudson, City of Columbia resident said I am one of the folks who sent over 350 letters to the City Council, the Chief, and Sheriff Lott with the four demands previously expressed. You are hearing us but you are not listening to us. With the implementation of the curfew you have helped to create a bigger crisis with policing in Columbia. You need to make amends by dropping the charges on the protestors. Please read the emails and click on the links provided for more information.

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We Are Columbia

COLUMBIA CITY COUNCIL MEETING MINUTES TUESDAY, JUNE 16, 2020

Mayor Benjamin said we can have different views on the curfew but I can assure you law enforcement is not looking for anyone who violated curfew. They are looking for crimes committed during the imposition of the curfew. The efforts we have done in the last years have significantly increased the amount of funding to public schools. It is going to take mutual responsibility to understand the budget and the processes that fund the institutions that make our system of government work. I can respect the difference in opinions but we need to have mutual responsibility in understanding the specific policy issues.

Ms. Pamela Daily, City of Columbia resident said I want to reiterate the same demands previously stated. There has to be accountability for the lethal force that has been used against protesters. There has been a lot of excuses created as justifications to permit violence on protesters. I would like to demand that there be a plan set forth to address anti-black racism within the police department and the City in general. There is a lot of discussion on reforming a system that was built on racism. People are being evicted during a pandemic because they can't afford their rent. Those issues didn't just come about; those are issues that need to be fixed internally.

Mr. Ben Kessler, City of Columbia resident said we understand COVID-19 has caused a decrease in revenues. You all said a lot of people do not want to defund the police but that is wrong. We are speaking because we do want to defund and fund social programs. Someone said the general fund is not representative of the full cost of the police department. The Office of Business Opportunities gets 1% of the budget. Community Developments gets only 0.02% of the budget. I stand with everyone demanding those four points. The use of force discussed does not include criminal penalties attached to violating the policies. Qualified immunity should be gone. We need accountability from police departments. We are supposed to be the capital city, let's lead by example.

Ms. Lisa Lacaster, Salley, SC resident said please arrest any protesters who are not peaceful. We also do not need a mandatory face mask. COVID-19 has been blown way out of proportion. Please do not defund the police department, we need them. Thank you for keeping us all safe.

Mr. Hayden Blakeney, City of Columbia resident said I don't understand why the footage of the Joshua Ruffin case has not come out yet. It is disturbing to see that the Columbia Police Department is holding that information. If according to the narrative that Columbia Police were completely justified in their shooting, then there should be no issue in releasing the footage. We should be able to hear the testimony of the officers involved. Most importantly, I would like to know what this new Resolution will do to radically change the state of policing in the City.

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We Are Columbia

COLUMBIA CITY COUNCIL MEETING MINUTES TUESDAY, JUNE 16, 2020

Mayor Benjamin said in the scenario where a life is lost as an officer is doing their job, those cases are not investigated by the agency involved. In this community, our State Law Enforcement Division investigates those cases with the Solicitors Office. The facts will be open to the people at the appropriate time once the investigation has concluded.

Ms. Jane Edwards, City of Columbia resident said I am a professor of Epidemiology at the University of South Carolina. I endorse and fully support the idea of wearing masks in the City of Columbia. It has been endorsed by scientific literature and studies say that if up to 80% of the public wore masks, the second wave of COVID-19 can be halted. Unfortunately, mask wearing has become a political ideology but we need to be thinking about the health of people with chronic conditions.

EXECUTIVE SESSION

Upon a motion made by Mr. Duvall and seconded by Mr. Davis, Council voted unanimously to enter into Executive Session at 5:24 p.m. for the discussion of **Items 20** through **22** and to add Naming a Public Facility to Item 20.

20. Receipt of legal advice related to matters covered by attorney-client privilege pursuant to S.C. Code §30-4-70(a)(2)
COVID-19

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

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

Mr. Seafood

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We Are Columbia

**COLUMBIA CITY COUNCIL MEETING MINUTES
TUESDAY, JUNE 16, 2020**

ADJOURNMENT

Council adjourned the meeting at 7:04 p.m.

Respectfully submitted by:

Erika D. M. Hammond, CMC
City Clerk

DRAFT

Attachment: MN_06_16_2020 (6237 : Approval of Minutes)



We Are Columbia

MEETING DATE: October 20, 2020

DEPARTMENT: City Clerk

FROM: *Erika Hammond, City Clerk*

SUBJECT: COVID-19 Update - The Honorable Mayor Stephen K. Benjamin

FUNDING SOURCE & ORIGINAL BUDGET:

FOCUS AREAS: Connecting Our Community, Economic Prosperity - Endless Possibilities, Empowering Our Residents, Enhancing Columbia's Neighborhoods, Innovative & High Quality Municipal Services

PURPOSE:
COVID-19 Situational Report - Mr. Harry Tinsley, Emergency Management
Metro Wastewater Treatment Plant COVID-19 Study - Mr. R. Sean Norman, M.Sc., Ph.D.,
University of South Carolina Molecular Microbial Ecology Lab Director



We Are Columbia

MEETING DATE: October 20, 2020

DEPARTMENT: City Clerk

FROM: *Erika Hammond, City Clerk*

SUBJECT: Property Tax Capacity Study - Ms. Rebecca Gunnlaugsson,
PhD, Acuitas Economics

**FUNDING SOURCE &
ORIGINAL BUDGET:**



We Are Columbia

MEETING DATE: October 20, 2020

DEPARTMENT: Planning and Development Services

FROM: *Krista Hampton, Director*

SUBJECT: Amplify: A Cultural Plan for the Columbia Area - Mr. Lee Snelgrove, Executive Director for One Columbia, Ms. Margie Reese, MJR Partners

FUNDING SOURCE & ORIGINAL BUDGET:

FOCUS AREAS: Attracting & Retaining Talent, Connecting Our Community, Economic Prosperity - Endless Possibilities, Empowering Our Residents, Enhancing Columbia's Neighborhoods, Innovative & High Quality Municipal Services, Planning Together

This is a final presentation of the cultural planning to council. Additional information regarding the planning process may be found at <http://amplifycolumbia.com/>.

ATTACHMENTS:

- Amplify Columbia Website
- PlanOverview2020_ presentation to City Council (PDF)

2019

AMPLIFY COLUMBIA



A CULTURAL PLAN FOR THE COLUMBIA SOUTH CAROLINA AREA (OVERVIEW)



THE PRIMARY OBJECTIVE OF AMPLIFY COLUMBIA IS TO IDENTIFY THE MOST EFFECTIVE AND EFFICIENT ROLE OF THE CITY OF COLUMBIA IN CULTURAL DEVELOPMENT.



Ultimately, the desired outcome was to develop an inclusive vision that aspires to maximize and make accessible the benefits and cultural assets of the creative sector to all members of the Columbia community.

Over the course of a year, a broad and diverse cross section of community participants were invited to contribute to facilitated conversations focused on four core areas:

1. Economic prosperity for the Columbia region
2. Civic vitality
3. Social and cultural equity
4. Ways to imbed arts and culture across the City's Comprehensive Plan

The process resulted in in-depth understandings of Columbia's cultural assets, community interests, and needs of the growing and diverse city.

SUMMARY OF COMMUNITY PARTICIPATION

423

on-line survey
responses

72

different
meeting
locations

106

town hall
meetings and
conversations

1164

citizens directly
engaged in the
planning process

8

Artists Facilitators
supported community
conversations

KEY ELEMENTS OF THE PLANNING PROCESS

4.b



COMMUNITY ENGAGEMENT

ANALYSIS OF CITY FUNDING FOR THE ARTS

PUBLIC ART REVIEW

UNDERSTANDING HERITAGE AND PRESERVATION

INVESTIGATION OF CURRENT ARTS AND CULTURAL SECTOR

UNDERSTANDING PHILANTHROPIC PRIORITIES

CONSIDERATION OF RACIAL AND CULTURAL EQUITY

IDENTIFIED POTENTIAL PARTNERS WITHIN CITY GOVERNMENT

Attachment: PlanOverview2020 _ presentation to City Council (5828 : Amplify: A Cultural Plan for the Columbia Area)

KEY RECOMMENDATIONS OF THE PLANNING PROCESS

4.b



DEFINE A CULTURAL POLICY FOR THE CITY OF COLUMBIA

ESTABLISH A PUBLIC ART POLICY FOR THE CITY OF COLUMBIA

CREATE AN OFFICE OF CULTURAL AFFAIRS

INCREASE INVESTMENT IN THE LOCAL ARTS AGENCY

PROMOTE ARTS LEADERSHIP DEVELOPMENT

DEVELOP NEIGHBORHOOD PLANS FOR ARTS AND CULTURE

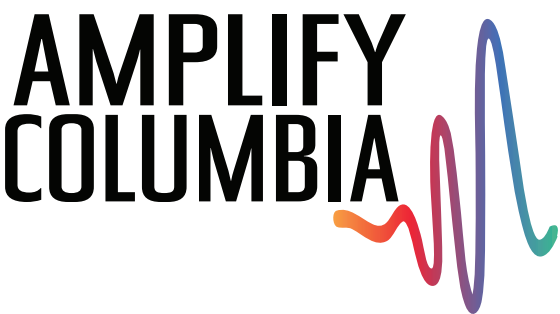
INCREASE SUPPORT FOR COLUMBIA'S ARTISTS

DESIGN AN ARTS LEARNING NETWORK

Attachment: PlanOverview2020 _ presentation to City Council (5828 : Amplify: A Cultural Plan for the Columbia Area)

KEY RECOMMENDATIONS OF THE PLANNING PROCESS

BIGGER IDEAS



DESTINATIONS

DOWNTOWN CULTURAL CENTER

WATERFRONT SCULPTURE PARK AND ART WALK



THANK YOU

4.b



TO CITY COUNCIL FOR ADOPTING THE AMPLIFY PLAN AND INCORPORATING IT INTO THE LARGER COMPASS PLAN

Attachment: PlanOverview2020 _ presentation to City Council (5828 : Amplify: A Cultural Plan for the Columbia Area)

“

THIS IS PRECISELY THE TIME WHEN ARTISTS GO TO WORK. THERE IS NO TIME FOR DESPAIR, NO PLACE FOR SELF-PITY, NO NEED FOR SILENCE, NO ROOM FOR FEAR. WE SPEAK, WE WRITE, WE DO LANGUAGE. THAT IS HOW CIVILIZATIONS HEAL. ~ TONI MORRISON

”



CREATING INFRASTRUCTURE



**DEVELOP AND ADOPT AN ORDINANCE NAMING ONE COLUMBIA AS THE
CITY'S OFFICIAL LOCAL ARTS AGENCY**

TIMELINE: 2-3 MONTHS

WHAT DO LOCAL ARTS AGENCIES DO?

4.b



MAKE GRANTS

PRESENT PROGRAMMING

MANAGE CULTURAL FACILITIES

PROVIDE SERVICES TO ARTISTS AND ARTS ORGANIZATIONS

ADVOCATE FOR AND PROMOTE ARTS-FRIENDLY POLICIES

ENSURE EQUITY IN FUNDING

FORGE PARTNERSHIPS

MANAGE A PUBLIC ART PROGRAMS

Attachment: PlanOverview2020 _ presentation to City Council (5828 : Amplify: A Cultural Plan for the Columbia Area)

CREATING INFRASTRUCTURE



DEVELOP A SCOPE OF SERVICES OUTLINING IMPLEMENTATION PRIORITIES

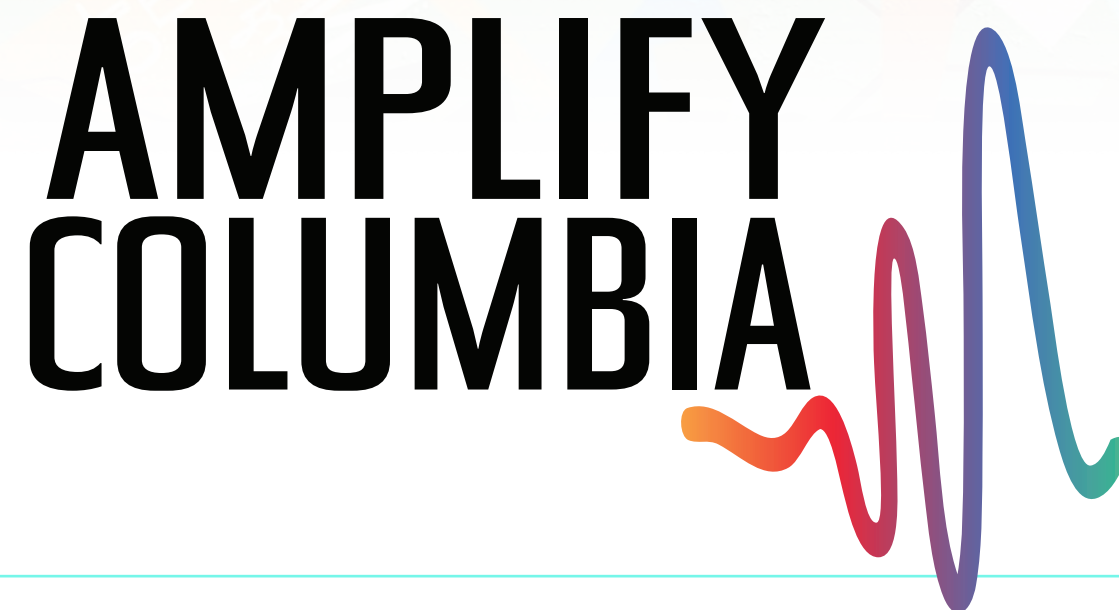
NEGOTIATE WITH ONE COLUMBIA BOARD AND ENTER INTO CONTRACT

TIMELINE: 2-3 MONTHS

MJR PARTNERS

CULTURAL PLAN OVERVIEW 2020

2019



A CULTURAL PLAN FOR THE COLUMBIA SOUTH CAROLINA AREA



We Are Columbia

MEETING DATE: October 20, 2020

DEPARTMENT: City Clerk

FROM: *Erika Hammond, City Clerk*

SUBJECT: City of Columbia Public Mural Projects - The Honorable Mayor Stephen K. Benjamin

FUNDING SOURCE & ORIGINAL BUDGET:

FOCUS AREAS: Connecting Our Community, Empowering Our Residents



We Are Columbia

MEETING DATE: October 20, 2020

DEPARTMENT: Budget & Program Management

FROM: *Missy Caughman,*

SUBJECT: Accommodations Tax Committee Recommendations for Fiscal Year 2020/2021 – Ms. Missy Caughman, Budget & Program Management Director

FUNDING SOURCE & ORIGINAL BUDGET:

FOCUS AREAS: Economic Prosperity - Endless Possibilities

ATTACHMENTS:

- FY 2020 2021 ATax(PDF)



CITY OF COLUMBIA
Budget & Program Management Office
INTEROFFICE MEMORANDUM

TO: Honorable Stephen K. Benjamin, Mayor & Columbia City Council
Teresa Wilson, City Manager

DATE: 10/16/2020

FROM: Missy Caughman, Budget & Program Management Director *MAC*
Dee Dee Fanning, Grants Administrator

RE: Accommodations Tax Grant Committee FY 20/21 Recommendations

The Accommodations Tax Grant Committee will meet on Monday October 19th to discuss grant requests for FY 2020/2021. The recommendations will be presented for City Council approval at their October 20th meeting. Staff will be prepared to answer any questions City Council may have regarding these applications.

Let me know if you have any questions or if you need additional information.

ACCOMMODATIONS TAX

FY 2020/2021

	ACTUAL FY 18/19	AMENDED FY 19/20	APPROVED FY 20/21
<u>REVENUES</u>			
ACCOMMODATIONS TAX	2,944,111	2,686,160	1,472,056
INTEREST EARNINGS	12,831		
TOTAL REVENUES	2,956,942	2,686,160	1,472,056
<u>TRANSFERS IN</u>			
FROM FUND BALANCE	155,242	14,742	
TOTAL REVENUE & TRANSFERS IN	3,112,184	2,700,902	1,472,056
<u>EXPENDITURES</u>			
ACCOMMODATIONS TAX ALLOCATIONS			
CONVENTION & VISITORS BUREAU	2,503,186	2,148,887	
LAKE MURRAY TOURISM	441,739	379,215	
COMMITTEE ALLOCATIONS	2,944,925	2,528,102	1,374,703
5% ALLOCATION	3,009	6,000	
COMMITTEE EXPENSES & OTHER		3,000	
LOURIE SENIOR CENTER	26,000		
TOGETHER WE CAN READ	19,450	25,000	20,000
RICHLAND COUNTY LIBRARY		5,000	
COLUMBIA COUNCIL OF NEIGHBORHOODS	10,000		
ONEColumbia	83,800	83,800	52,353
TOTAL GENERAL ALLOCATIONS (5%)	142,259	147,800	72,353
TOTAL EXPENSES	3,087,184	2,675,902	1,447,056
<u>TRANSFERS OUT</u>			
TO GENERAL FUND	25,000	25,000	25,000
TOTAL OTHER FUNDS	25,000	25,000	25,000
TOTAL BUDGET	3,112,184	2,700,902	1,472,056
TOTAL SURPLUS/(DEFICIT)	0	0	0



We Are Columbia

MEETING DATE: October 20, 2020

DEPARTMENT: Procurement and Contracts

FROM: *Sandra Wright, Purchasing Agent*

SUBJECT: Council is asked to approve the Renewal of GIS Software License and Maintenance Services, as requested by the Information Technology Department. Award to Environmental Systems Research Institute, Inc., using the Small Municipal and County Government Enterprise Agreement, in the amount of \$89,180.00. This vendor is located in Redlands, CA.

REQUISITION NO.: R207610

FUNDING SOURCE & ORIGINAL BUDGET: Funding Source: Geographic Information Systems - Maintenance & Service Contracts (5511121-638200) \$44,580.00; Development Services - Maintenance & Service Contracts (1014101-638200) \$3,400.00; Police Administrative Services - Software Licenses (1012402-627510) \$3,300.00; Engineering - Water Systems Improvements - Software Licenses (5516220-627510) \$25,700.00; Utilities Water Distribution & Maintenance - Software Licenses (5516203-627510) \$7,000.00; Office of Business Opportunities - Maintenance & Service Contracts (1011126-638200) \$500.00; Street - Storm Drains - Maintenance & Service Contracts (5534203-638200) \$200.00; Traffic Engineering - Maintenance & Service Contracts (1013203-638200) \$2,225.00; Public Works Administration - Software Licenses (1011124-627510) \$1,875.00; Utilities Wastewater Maintenance - Software Licenses (5516205-627510) \$400.00. The original budget amount is \$89,180.00.

CLEAN WATER 2020?: No

FOCUS AREAS: Innovative & High Quality Municipal Services

We respectfully request Council's approval for this purchase using the Small Municipal and County Government Enterprise Agreement, Vendor, Environmental Systems Research Institute, Inc., at the following cost.

GIS Software License and Maintenance Services	
Year 2 includes taxes	\$89,180.00
PO Total	\$89,180.00

Sec. 2-204.-Item (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:

- Renewal Quotation (PDF)
- Agreement (PDF)



Esri Inc
380 New York Street
Redlands CA 92373

Subject: Renewal Quotation

Date: 09/21/2020
To:
Organization: City of Columbia
 IT
Fax #: 803-733-8297 **Phone #:** 803-545-3266
From: Jen Clasen
Fax #: 909-307-3083 **Phone #:** 888-377-4575 Ext. 1684
Email: JClasen@esri.com

Number of pages transmitted
 (including this cover sheet): 5

Quotation #25982862
 Document Date: 09/20/2020

Please find the attached quotation for your forthcoming term. Keeping your term current may entitle you to exclusive benefits, and if you choose to discontinue your coverage, you will become ineligible for these valuable benefits and services.

If your quote is regarding software maintenance renewal, visit the following website for details regarding the maintenance program benefits at your licensing level
<http://www.esri.com/apps/products/maintenance/qualifying.cfm>

All maintenance fees from the date of discontinuation will be due and payable if you decide to reactivate your coverage at a later date.

Please note: Certain programs and license types may have varying benefits. Complimentary User Conference registrations, software support, and software and data updates are not included in all programs.

Customers who have multiple copies of certain Esri licenses may have the option of supporting some of their licenses with secondary maintenance.

For information about the terms of use for Esri products as well as purchase order terms and conditions, please visit
<http://www.esri.com/legal/licensing/software-license.html>

If you have any questions or need additional information, please contact Customer Service at 888-377-4575 option 5.

Attachment: Renewal Quotation (6248 : GIS Software Licenses and Maintenance Services)



esri[®]

380 New York Street
Redlands, CA 92373
Phone: 888-377-4575/1684
Fax #: 909-307-3083

7.a

Quotation

Date: 09/20/2020

Quotation Number: 25982862

Contract Number: SMALL GOVT ELA US

Send Purchase Orders To:

Environmental Systems Research Institute, Inc.
380 New York Street
Redlands, CA 92373-8100
Attn: Jen Clasen

Please include the following remittance address on your Purchase Order:

Environmental Systems Research Institute, Inc.
P.O. Box 741076
Los Angeles, CA 90074-1076

City of Columbia
IT
GIS
2nd Fl Washington Square Bldg
1136 Washington St
Columbia SC 29201-3215

Customer Number: 22711

For questions regarding this document, please contact Customer Service at 888-377-4575.

Item	Qty	Material#	Unit Price	Extended Price
Per the terms and conditions in your Esri Enterprise License Agreement, your organization is required to provide an annual usage report. This report should detail all deployments made under this agreement for your previous term, and should be provided to Esri as an Excel spreadsheet. The annual usage report must include actual license counts by product, licensee, and location. Please return your report via email to ela_usage_reports@esri.com. Thank you in advance for your prompt attention to this matter.				
10	1	151823 ArcGIS Drone2Map for ArcGIS Online Term License Renewal Only Start Date: 12/20/2020 End Date: 12/19/2021	1,500.00	1,500.00
1010	2	157002 ArcGIS Navigator for ArcGIS Online Term License Start Date: 12/20/2020 End Date: 12/19/2021	30.00	60.00
2010	1	168181	87,500.00	87,500.00

Quotation is valid for 90 days from document date.

Any estimated sales and/or use tax has been calculated as of the date of this quotation and is merely provided as a convenience for your organization's budgetary purposes. Esri reserves the right to adjust and collect sales and/or use tax at the actual date of invoicing. If your organization is tax exempt or pays state taxes directly, then prior to invoicing, your organization must provide Esri with a copy of a current tax exemption certificate issued by your state's taxing authority for the given jurisdiction.

Esri may charge a fee to cover expenses related to any customer requirement to use a proprietary vendor management, procurement, or invoice program.

Issued By: Jen Clasen **Ext:** 1684

[CSBATCHDOM]

To expedite your order, please reference your customer number and this quotation number on your purchase order.

Attachment: Renewal Quotation (6248 : GIS Software Licenses and Maintenance Services)


esri®

380 New York Street
 Redlands, CA 92373
 Phone: 888-377-4575/1684
 Fax #: 909-307-3083

Quotation

Page 2

Date: 09/20/2020

Quotation Number: 25982862

Contract Number: SMALL GOVT ELA US

Item	Qty	Material#	Unit Price	Extended Price
Populations of 125,001-150,000 Small Government Term Enterprise License Agreement Start Date: 12/20/2020 End Date: 12/19/2021				

Item Subtotal	89,060.00
Estimated Taxes	120.00
Total	USD 89,180.00

DUNS/CEC: 06-313-4175 CAGE: 0AMS3

Attachment: Renewal Quotation (6248 : GIS Software Licenses and Maintenance Services)

[CSBATCHDOM]


esri[®]

380 New York Street
Redlands, CA 92373
Phone: 888-377-4575/1684
Fax #: 909-307-3083

Quotation

Page 3

Date: 09/20/2020

Quotation Number: 25982862

Contract Number: SMALL GOVT ELA US

Item Qty Material#

Unit Price

Extended Price

Renewal Options:

- Online: Renew through My Esri site at <https://my.esri.com>
 - Credit Card
 - Purchase Order
 - Email Authorization
- Email or Fax: Email Authorization, Purchase Order or signed quote to:
 - Fax: 909-307-3083
 - Email: service@esri.com

Requests via email or signed quote indicate that you are authorized to obligate funds for your organization and your organization does not require a purchase order.

If there are any changes required to your quotation please respond to this email and indicate any changes in your invoice authorization.

If you choose to discontinue your support, you will become ineligible for support benefits and services. All maintenance fee from the date of discontinuation will be due and payable if you decide to reactivate your support coverage at a later date.

The items on this quotation are subject to and governed by the terms of this quotation, the most current product specific scope of use document found at <http://assets.esri.com/content/dam/esrisites/media/legal/product-specific-terms-of-use/e300.pdf>, and your applicable signed agreement with Esri. If no such agreement covers any item quoted, then Esri's standard terms and conditions found at <http://assets.esri.com/content/dam/esrisites/media/legal/ma-fu/ma-full.pdf> apply to your purchase of that item. Federal government entities and government prime contractors authorized under FAR 51.1 may purchase under the terms of Esri's GSA Federal Supply Schedule. Supplemental terms and conditions found at <http://www.esri.com/en-us/legal/terms/state-supplemental> apply to some state and local government purchases. All terms of this quotation will be incorporated into and become part of any additional agreement regarding Esri's offerings. Acceptance of this quotation is limited to the terms of this quotation. Esri objects to and expressly rejects any different or additional terms contained in any purchase order, offer, or confirmation sent to or to be sent by buyer. Unless prohibited by law, the quotation information is confidential and may not be copied or released other than for the express purpose of system selection and purchase/license. The information may not be given to outside parties or used for any other purpose without consent from Esri. Delivery is FOB Origin.

In order to expedite processing, please reference the quotation number and any/all applicable Esri contract number(s) (e.g. MPA, ELA, SmartBuy GSA, BPA) on your ordering document.

[CSBATCHDOM]

Attachment: Renewal Quotation (6248 : GIS Software Licenses and Maintenance Services)


esri®

380 New York Street
 Redlands, CA 92373
 Phone: 888-377-4575/1684
 Fax #: 909-307-3083

Quotation

Page 4

Date: 09/20/2020

Quotation No: 25982862

Customer No: 22711

Contract No: SMALL GOVT ELA US

Item Qty Material#

Unit Price

Extended Price

US FEDERAL CUSTOMERS: If you are a federal customer or a contractor purchasing on behalf of a federal customer a purchase order is required to receive an invoice. Please email the purchase order to service@esri.com

By signing below, you are authorizing Esri to issue a software support invoice in the amount of USD _____ plus sales tax, if applicable.

Please check one of the following:

_____ I agree to pay any applicable sales tax.

_____ I am tax exempt. Please contact me if Esri does not have my current exempt information on file.

Signature of Authorized Representative

Date

Name (Please Print)

Title

APPROVED AS TO FORM

Acqueline M. Parlicek
 Legal Department City of Columbia, SC

Approved as to form. 10-7-2020. JMP.

Attachment: Renewal Quotation (6248 : GIS Software Licenses and Maintenance Services)

[CSBATCHDOM]



APPROVED AS TO FORM

10/10/2019
 Legal Department City of Columbia, SC

September 27, 2019

Mr. Sung-Jun Kim
 City of Columbia
 1136 Washington St
 Columbia, SC 29201-3215

Dear Sung-Jun,

The Esri Small Municipal and County Government Enterprise Agreement (EA) is a three-year agreement that will grant your organization access to Esri® term license software on an unlimited basis including maintenance on all software offered through the EA for the term of the agreement. The EA will be effective on the date executed and will require a firm, three-year commitment.

Based on Esri's work with several organizations similar to yours, we know there is significant potential to apply geographic information system (GIS) technology in many operational and technical areas within your organization. For this reason, we believe that your organization will greatly benefit from an enterprise agreement.

An EA will provide your organization with numerous benefits including:

- A lower cost per unit for licensed software
- Substantially reduced administrative and procurement expenses
- Maintenance on all Esri software deployed under this agreement
- Complete flexibility to deploy software products when and where needed

The following business terms and conditions will apply:

- All current departments, employees, and in-house contractors of the organization will be eligible to use the software and services included in the EA.
- If your organization wishes to acquire and/or maintain any Esri software during the term of the agreement that is not included in the EA, it may do so separately at the Esri pricing that is generally available for your organization for software and maintenance.
- The organization will establish a single point of contact for orders and deliveries and will be responsible for redistribution to eligible users.
- The organization will establish a Tier 1 support center to field calls from internal users of Esri software. The organization may designate individuals as specified in the EA who may directly contact Esri for Tier 2 technical support.
- The organization will provide an annual report of installed Esri software to Esri.

- Esri software and updates that the organization is licensed to use will be automatically available for downloading.
- The fee and benefits offered in this EA proposal are contingent upon your acceptance of Esri's Small Municipal and County Government EA terms and conditions.
- Licenses are valid for the term of the EA.

This program offer is valid for 90 days. To complete the agreement within this time frame, please contact me within the next seven days to work through any questions or concerns you may have. To expedite your acceptance of this EA offer:

1. Sign and return the EA contract with a Purchase Order or issue a Purchase Order that references this EA Quotation and includes the following statement on the face of the Purchase Order: **"THIS PURCHASE ORDER IS GOVERNED BY THE TERMS AND CONDITIONS OF THE ESRI SMALL MUNICIPAL AND COUNTY GOVERNMENT EA, AND ADDITIONAL TERMS AND CONDITIONS IN THIS PURCHASE ORDER WILL NOT APPLY."** Have it signed by an authorized representative of the organization.
2. On the first page of the EA, identify the central point of contact/agreement administrator. The agreement administrator is the party that will be the contact for management of the software, administration issues, and general operations. Information should include name, title (if applicable), address, phone number, and e-mail address.
3. In the purchase order, identify the "Ship to" and "Bill to" information for your organization.
4. Send the purchase order and agreement to the address, email or fax noted below:

Esri
Attn: Customer Service SG-EA
380 New York Street
Redlands, CA 92373-8100

e-mail: service@esri.com fax
documents to: 909-307-3083

I appreciate the opportunity to present you with this proposal, and I believe it will bring great benefits to your organization.

Thank you very much for your consideration.

Best Regards,

Blake Pierson



Environmental Systems Research Institute, Inc.
380 New York St
Redlands, CA 92373-8100
Phone: (909) 793-2853 Fax: (909) 307-3049
DUNS Number: 06-313-4175 CAGE Code: 0AMS3

To expedite your order, please attach a copy of
this quotation to your purchase order.
Quote is valid from: 9/27/2019 To: 12/26/2019

Quotation # Q-387027

Date: October 8, 2019

Customer # 22711 Contract # ENTERPRISE
AGREEMENT

City of Columbia
IT
1136 Washington St
Columbia, SC 29201-3215

ATTENTION: Sung-Jun Kim
PHONE: (803) 545-3266
EMAIL: sungjun.kim@columbiasc.gov

Material	Qty	Term	Unit Price	Total
168181	1	Year 1	\$75,000.00	\$75,000.00
Populations of 125,001-150,000 Small Government Term Enterprise License Agreement				
168181	1	Year 2	\$87,500.00	\$87,500.00
Populations of 125,001-150,000 Small Government Term Enterprise License Agreement				
168181	1	Year 3	\$100,000.00	\$100,000.00
Populations of 125,001-150,000 Small Government Term Enterprise License Agreement				

Subtotal: \$262,500.00

Sales Tax: \$0.00

Estimated Shipping and Handling (2 Day Delivery): \$0.00

Contract Price Adjust: \$0.00

Total: \$262,500.00

APPROVED AS TO FORM

[Signature]
10/10/19

Legal Department City of Columbia, SC

Esri may charge a fee to cover expenses related to any customer requirement to use a proprietary vendor management, procurement, or invoice program.

For questions contact:
Blake Pierson

Email:
bpierson@esri.com

Phone:
(909) 793-2853 x8628

The items on this quotation are subject to and governed by the terms of this quotation, the most current product specific scope of use document found at <https://assets.esri.com/content/dam/esrisites/media/legal/product-specific-terms-of-use/e300.pdf>, and your applicable signed agreement with Esri. If no such agreement covers any item quoted, then Esri's standard terms and conditions found at <https://go.esri.com/MAPS> apply to your purchase of that item. Federal government entities and government prime contractors authorized under FAR 51.1 may purchase under the terms of Esri's GSA Federal Supply Schedule. Supplemental terms and conditions found at <https://www.esri.com/en-us/legal/terms/state-supplemental> apply to some state and local government purchases. All terms of this quotation will be incorporated into and become part of any additional agreement regarding Esri's offerings. Acceptance of this quotation is limited to the terms of this quotation. Esri objects to and expressly rejects any different or additional terms contained in any purchase order, offer, or confirmation sent to or to be sent by buyer. Unless prohibited by law, the quotation information is confidential and may not be copied or released other than for the express purpose of system selection and purchase/license. The information may not be given to outside parties or used for any other purpose without consent from Esri. Delivery is FOB Origin.

PIERSONB

This offer is limited to the terms and conditions incorporated and attached herein.

Attachment: Agreement (6248 : GIS Software Licenses and Maintenance Services)

Esri Use Only:

Cust. Name _____
 Cust. # _____
 PO # _____
 Esri Agreement # _____



**SMALL ENTERPRISE AGREEMENT
 COUNTY AND MUNICIPALITY GOVERNMENT
 (E214-5)**

This Agreement is by and between the organization identified in the Quotation ("Customer") and **Environmental Systems Research Institute, Inc. ("Esri")**.

This Agreement sets forth the terms for Customer's use of Products and incorporates by reference (i) the Quotation and (ii) the Master Agreement. Should there be any conflict between the terms and conditions of the documents that comprise this Agreement, the order of precedence for the documents shall be as follows: (i) the Quotation, (ii) this Agreement, and (iii) the Master Agreement. This Agreement shall be governed by and construed in accordance with the laws of the state in which Customer is located without reference to conflict of laws principles, and the United States of America federal law shall govern in matters of intellectual property. The modifications and additional rights granted in this Agreement apply only to the Products listed in Table A.

**Table A
 List of Products**

Uncapped Quantities**Desktop Software and Extensions (Single Use)**

ArcGIS Desktop Advanced
 ArcGIS Desktop Standard
 ArcGIS Desktop Basic
 ArcGIS Desktop Extensions: ArcGIS 3D Analyst,
 ArcGIS Spatial Analyst, ArcGIS Geostatistical
 Analyst, ArcGIS Publisher, ArcGIS Network
 Analyst, ArcGIS Schematics, ArcGIS Workflow
 Manager, ArcGIS Data Reviewer

Enterprise Software and Extensions

ArcGIS Enterprise and Workgroup
 (Advanced and Standard)
 ArcGIS Enterprise Extensions: ArcGIS 3D Analyst,
 ArcGIS Spatial Analyst, ArcGIS Geostatistical
 Analyst, ArcGIS Network Analyst, ArcGIS
 Schematics, ArcGIS Workflow Manager

Enterprise Additional Capability Servers

ArcGIS Image Server

Developer Tools

ArcGIS Engine
 ArcGIS Engine Extensions: ArcGIS 3D Analyst,
 ArcGIS Spatial Analyst, ArcGIS Engine Geodatabase
 Update, ArcGIS Network Analyst, ArcGIS Schematics
 ArcGIS Runtime (Standard)
 ArcGIS Runtime Analysis Extension

Limited Quantities

One (1) Professional subscription to ArcGIS
 Developer*
 Two (2) Esri CityEngine Advanced Single Use
 Licenses
 1,000 ArcGIS Online Viewers
 1,000 ArcGIS Online Creators
 110,000 ArcGIS Online Service Credits
 1,000 ArcGIS Enterprise Creators
 10 Insights for ArcGIS for use with ArcGIS Enterprise
 10 Insights for ArcGIS for use with ArcGIS Online

OTHER BENEFITS

Number of Esri User Conference registrations provided annually	4
Number of Tier 1 Help Desk individuals authorized to call Esri	4
Maximum number of sets of backup media, if requested**	2
Self-Paced e-Learning	Uncapped
Five percent (5%) discount on all individual commercially available instructor-led training classes at Esri facilities purchased outside this Agreement (Discount does not apply to Small Enterprise Training Package)	

* Maintenance is not provided for these items

**Additional sets of backup media may be purchased for a fee

Attachment: Agreement (6248 : GIS Software Licenses and Maintenance Services)

Customer may accept this Agreement by signing and returning the whole Agreement with (i) the Quotation attached, (ii) a purchase order, or (iii) another document that matches the Quotation and references this Agreement ("Ordering Document"). **ADDITIONAL OR CONFLICTING TERMS IN CUSTOMER'S PURCHASE ORDER OR OTHER DOCUMENT WILL NOT APPLY, AND THE TERMS OF THIS AGREEMENT WILL GOVERN.** This Agreement is effective as of the date of Esri's receipt of an Ordering Document, unless otherwise agreed to by the parties ("Effective Date").

Term of Agreement: Three (3) years

This Agreement supersedes any previous agreements, proposals, presentations, understandings, and arrangements between the parties relating to the licensing of the Products. Except as provided in Article 4—Product Updates, no modifications can be made to this Agreement.

Accepted and Agreed:

City of Columbia, SC
(Customer)
By: Teresa Wilson
Authorized Signature
Printed Name: Teresa Wilson
Title: City Manager
Date: 10-11-2019

CUSTOMER CONTACT INFORMATION

Contact: _____ Telephone: _____
Address: _____ Fax: _____
City, State, Postal Code: _____ E-mail: _____
Country: _____
Quotation Number (if applicable): _____

APPROVED AS TO FORM

Jaqueline Parbitch 10/10/19
Legal Department City of Columbia, SC

Attachment: Agreement (6248 : GIS Software Licenses and Maintenance Services)

1.0—ADDITIONAL DEFINITIONS

In addition to the definitions provided in the Master Agreement, the following definitions apply to this Agreement:

"Case" means a failure of the Software or Online Services to operate according to the Documentation where such failure substantially impacts operational or functional performance.

"Deploy", "Deployed" and "Deployment" mean to redistribute and install the Products and related Authorization Codes within Customer's organization(s).

"Fee" means the fee set forth in the Quotation.

"Maintenance" means Tier 2 Support, Product updates, and Product patches provided to Customer during the Term of Agreement.

"Master Agreement" means the applicable master agreement for Esri Products incorporated by this reference that is (i) found at <http://www.esri.com/legal/software-license> and available in the installation process requiring acceptance by electronic acknowledgment or (ii) a signed Esri master agreement or license agreement that supersedes such electronically acknowledged master agreement.

"Product(s)" means the products identified in Table A—List of Products and any updates to the list Esri provides in writing.

"Quotation" means the offer letter and quotation provided separately to Customer.

"Technical Support" means the technical assistance for attempting resolution of a reported Case through error correction, patches, hot fixes, workarounds, replacement deliveries, or any other type of Product corrections or modifications.

"Tier 1 Help Desk" means Customer's point of contact(s) to provide all Tier 1 Support within Customer's organization(s).

"Tier 1 Support" means the Technical Support provided by the Tier 1 Help Desk.

"Tier 2 Support" means the Esri Technical Support provided to the Tier 1 Help Desk when a Case cannot be resolved through Tier 1 Support.

2.0—ADDITIONAL GRANT OF LICENSE

2.1 Grant of License. Subject to the terms and conditions of this Agreement, Esri grants to Customer a personal, nonexclusive, nontransferable license solely to use, copy, and Deploy quantities of the Products listed in Table A—List of Products for the Term of Agreement (i) for the applicable Fee and (ii) in accordance with the Master Agreement.

2.2 Consultant Access. Esri grants Customer the right to permit Customer's consultants or contractors to use the Products exclusively for Customer's benefit. Customer will be solely responsible for compliance by consultants and contractors with this Agreement and will ensure that the consultant or contractor discontinues use of Products upon completion of work for Customer. Access to or use of Products by consultants or contractors not exclusively for Customer's benefit is prohibited. Customer may not permit its consultants or contractors to install Software or Data on consultant, contractor, or third-party computers or remove Software or Data from Customer locations, except for the purpose of hosting the Software or Data on Contractor servers for the benefit of Customer.

3.0—TERM, TERMINATION, AND EXPIRATION

3.1 Term. This Agreement and all licenses hereunder will commence on the Effective Date and continue for the duration identified in the Term of Agreement, unless this Agreement is terminated earlier as provided herein. Customer is only authorized to use Products during the Term of Agreement. For an Agreement with a limited term, Esri does not grant Customer an indefinite or a perpetual license to Products.

3.2 No Use upon Agreement Expiration or Termination. All Product licenses, all Maintenance, and Esri User Conference registrations terminate upon expiration or termination of this Agreement.

3.3 Termination for a Material Breach. Either party may terminate this Agreement for a material breach by the other party. The breaching party will have thirty (30) days from the date of written notice to cure any material breach.

3.4 Termination for Lack of Funds. For an Agreement with government or government-owned entities, either party may terminate this Agreement before any subsequent year if

Customer is unable to secure funding through the legislative or governing body's approval process.

- 3.5 Follow-on Term.** If the parties enter into another agreement substantially similar to this Agreement for an additional term, the effective date of the follow-on agreement will be the day after the expiration date of this Agreement.

4.0—PRODUCT UPDATES

4.1 Future Updates. Esri reserves the right to update the list of Products in Table A—List of Products by providing written notice to Customer. Customer may continue to use all Products that have been Deployed, but support and upgrades for deleted items may not be available. As new Products are incorporated into the standard program, they will be offered to Customer via written notice for incorporation into the Products schedule at no additional charge. Customer's use of new or updated Products requires Customer to adhere to applicable additional or revised terms and conditions in the Master Agreement.

4.2 Product Life Cycle. During the Term of Agreement, some Products may be retired or may no longer be available to Deploy in the identified quantities. Maintenance will be subject to the individual Product Life Cycle Support Status and Product Life Cycle Support Policy, which can be found at <http://support.esri.com/en/content/productlifecycles>. Updates for Products in the mature and retired phases may not be available. Customer may continue to use Products already Deployed, but Customer will not be able to Deploy retired Products.

5.0—MAINTENANCE

The Fee includes standard maintenance benefits during the Term of Agreement as specified in the most current applicable Esri Maintenance and Support Program document (found at <http://www.esri.com/legal>). At Esri's sole discretion, Esri may make patches, hot fixes, or updates available for download. No Software other than the defined Products will receive Maintenance. Customer may acquire maintenance for other Software outside this Agreement.

a. Tier 1 Support

1. Customer will provide Tier 1 Support through the Tier 1 Help Desk to all Customer's authorized users.
2. The Tier 1 Help Desk will be fully trained in the Products.
3. At a minimum, Tier 1 Support will include those activities that assist the user in resolving how-to and operational questions as well as questions on installation and troubleshooting procedures.
4. The Tier 1 Help Desk will be the initial point of contact for all questions and reporting of a Case. The Tier 1 Help Desk will obtain a full description of each reported Case and the system configuration from the user. This may include obtaining any customizations, code samples, or data involved in the Case.
5. If the Tier 1 Help Desk cannot resolve the Case, an authorized Tier 1 Help Desk individual may contact Tier 2 Support. The Tier 1 Help Desk will provide support in such a way as to minimize repeat calls and make solutions to problems available to Customer's organization.
6. Tier 1 Help Desk individuals are the only individuals authorized to contact Tier 2 Support. Customer may change the Tier 1 Help Desk individuals by written notice to Esri.

b. Tier 2 Support

1. Tier 2 Support will log the calls received from Tier 1 Help Desk.
2. Tier 2 Support will review all information collected by and received from the Tier 1 Help Desk including preliminary documented troubleshooting provided by the Tier 1 Help Desk when Tier 2 Support is required.
3. Tier 2 Support may request that Tier 1 Help Desk individuals provide verification of information, additional information, or answers to additional questions to supplement any preliminary information gathering or troubleshooting performed by Tier 1 Help Desk.
4. Tier 2 Support will attempt to resolve the Case submitted by Tier 1 Help Desk.

5. When the Case is resolved, Tier 2 Support will communicate the information to Tier 1 Help Desk, and Tier 1 Help Desk will disseminate the resolution to the user(s).

6.0—ENDORSEMENT AND PUBLICITY

This Agreement will not be construed or interpreted as an exclusive dealings agreement or Customer's endorsement of Products. Either party may publicize the existence of this Agreement.

7.0—ADMINISTRATIVE REQUIREMENTS

7.1 OEM Licenses. Under Esri's OEM or Solution OEM programs, OEM partners are authorized to embed or bundle portions of Esri products and services with their application or service. OEM partners' business model, licensing terms and conditions, and pricing are independent of this Agreement. Customer will not seek any discount from the OEM partner or Esri based on the availability of Products under this Agreement. Customer will not decouple Esri products or services from the OEM partners' application or service.

7.2 Annual Report of Deployments. At each anniversary date and ninety (90) calendar days prior to the expiration of this Agreement, Customer will provide Esri with a written report detailing all Deployments. Upon request, Customer will provide records sufficient to verify the accuracy of the annual report.

8.0—ORDERING, ADMINISTRATIVE PROCEDURES, DELIVERY, AND DEPLOYMENT

8.1 Orders, Delivery, and Deployment

- a. Upon the Effective Date, Esri will invoice Customer and provide Authorization Codes to activate the nondestructive copy protection program that enables Customer to download, operate, or allow access to the Products. If this is a multi-year Agreement, Esri may invoice the Fee before the annual anniversary date for each year.
- b. Undisputed invoices will be due and payable within thirty (30) calendar days from the date of invoice. Esri's federal ID number is 95-2775-732.

- c. If requested, Esri will ship backup media to the ship-to address identified on the Ordering Document, FOB Destination, with shipping charges prepaid. Customer acknowledges that should sales or use taxes become due as a result of any shipments of tangible media, Esri has a right to invoice and Customer will pay any such sales or use tax associated with the receipt of tangible media.

8.2 Order Requirements. Esri does not require Customer to issue a purchase order. Customer may submit a purchase order in accordance with its own process requirements, provided that if Customer issues a purchase order, Customer will submit its initial purchase order on the Effective Date. If this is a multi-year Agreement, Customer will submit subsequent purchase orders to Esri at least thirty (30) calendar days before the annual anniversary date for each year.

- a. All orders pertaining to this Agreement will be processed through Customer's centralized point of contact.
- b. The following information will be included in each Ordering Document:
 - (1) Customer name; Esri customer number, if known; and bill-to and ship-to addresses
 - (2) Order number
 - (3) Applicable annual payment due

9.0—MERGERS, ACQUISITIONS, OR DIVESTITURES

If Customer is a commercial entity, Customer will notify Esri in writing in the event of (i) a consolidation, merger, or reorganization of Customer with or into another corporation or entity; (ii) Customer's acquisition of another entity; or (iii) a transfer or sale of all or part of Customer's organization (subsections i, ii, and iii, collectively referred to as "**Ownership Change**"). There will be no decrease in Fee as a result of any Ownership Change.

- 9.1 If an Ownership Change increases the cumulative program count beyond the maximum level for this Agreement, Esri reserves the right to increase the Fee or terminate this Agreement and the parties will negotiate a new agreement.
- 9.2 If an Ownership Change results in transfer or sale of a portion of Customer's organization, that portion of Customer's organization will transfer

the Products to Customer or uninstall, remove, and destroy all copies of the Products.

- 9.3** This Agreement may not be assigned to a successor entity as a result of an Ownership Change unless approved by Esri in writing in advance. If the assignment to the new entity is not approved, Customer will require any successor entity to uninstall, remove, and destroy the Products. This Agreement will terminate upon such Ownership Change.

Master Agreement Product and Services



Revised 9/26/19
IMPORTANT—READ CAREFULLY

Unless superseded by a signed license agreement between you and Esri, Esri is willing to provide Esri Offerings and Services to you only if you accept all terms and conditions contained in this Agreement as the sole and final agreement of the parties regarding your acquisition of these Esri Offerings and Services. Please read the terms and conditions carefully. You may not use the Esri Offerings unless you agree to the terms and conditions of the Agreement. Your access and use of Esri Offerings, or Services, constitutes your acceptance of the terms and conditions of this Agreement. If you do not agree, contact your local sales representative prior to making your purchase.

This Master Agreement ("Agreement") is between you ("Customer") and Environmental Systems Research Institute, Inc. ("Esri"), a California corporation with a place of business at 380 New York Street, Redlands, California 92373-8100 USA.

Attachment A contains definitions of capitalized terms used throughout this Agreement. Each section of this Agreement may include additional definitions that are used exclusively within that section.

1.0 GENERAL GRANT OF RIGHTS AND RESTRICTIONS

1.1 Grant of Rights. In consideration of Customer's payment of all applicable fees and in accordance with this Agreement, Esri

- a. Provides Services as set forth in this Agreement;
- b. Grants to Customer a nonexclusive, nontransferable right and license or subscription to access and use Esri Offerings as set forth in the Specifications and applicable Ordering Documents; and
- c. Authorizes Customer to copy and make derivative works of the Documentation for Customer's own internal use in conjunction with Customer's authorized use of Esri Offerings. Customer will include the following copyright attribution notice acknowledging the proprietary rights of Esri and its licensors in any derivative work:

"Portions of this document include intellectual property of Esri and its licensors and are used under license. Copyright © [Customer will insert the actual copyright date(s) from the source materials.] Esri and its licensors. All rights reserved."

The grants of rights in this section (i) continue for the duration of the subscription or applicable Term or perpetually if no Term is applicable or identified in the Ordering Documents and (ii) are subject to additional rights and restrictions in this Agreement including Attachment B.

1.2 Consultant or Contractor Access. Customer may authorize its consultants or contractors to (i) host Esri Offerings for Customer's benefit and (ii) use Esri Offerings exclusively for Customer's benefit. Customer will be solely responsible for its consultants' and contractors' compliance with this Agreement and will ensure that each consultant or contractor discontinues use of Esri Offerings upon completion of work for Customer. Access to or use of Esri Offerings by consultants or contractors that is not exclusively for Customer's benefit is prohibited.

1.3 Reservation of Rights. All Esri Offerings are the copyrighted works of Esri or its licensors; all rights not specifically granted in this Agreement are reserved.

2.0 SOFTWARE AND ONLINE SERVICES

2.1 Definitions. The following definitions supplement the definitions provided in Attachment A:

- a. "Anonymous Users" means all who have public access (i.e., without having to provide a Named User Credential) to any part of Customer Content or Customer's Value-Added Applications.

- b. **"App Login Credential(s)"** means a system-generated application login and associated password, provided when registering a Value-Added Application with ArcGIS Online, which when embedded in a Value-Added Application allows the Value-Added Application to access and use Online Services.
- c. **"Commercial App Deployment License"** means a license to distribute Value-Added Applications to third parties for a fee.
- d. **"Concurrent Use License"** means a license to install and use Software on computer(s) on a network, provided that the number of simultaneous users may not exceed the number of licenses acquired. A Concurrent Use License includes the right to run passive failover instances of Concurrent Use License management software in a separate operating system environment for temporary failover support.
- e. **"Deployment License"** means a license to incorporate ArcGIS Runtime components in Value-Added Applications and distribute Value-Added Applications to Customer's end users.
- f. **"Deployment Server License"** means a license to use Software under a Server License for all uses permitted in this Agreement and as described in the Documentation.
- g. **"Development Server License"** means a license to use Software under a Server License only to build and test Value-Added Applications as described in the Documentation.
- h. **"Development Use"** means the right to install and use Products to build and test Value-Added Applications as described in the Documentation.
- i. **"Dual Use License"** means the right to install Software on a desktop computer and use it simultaneously with either a personal digital assistant (PDA) or handheld mobile computer as long as the Software is only used by a single individual at any time.
- j. **"Failover License"** means a license to install Software on redundant systems for failover operations, but the redundantly installed Software may be operational only during the period the primary site is nonoperational. Except for system maintenance and updating of databases, the redundant Software installation(s) will remain dormant while the primary site (or any other redundant site) is operational.
- k. **"Named User(s)"** is Customer's employee, agent, consultant, or contractor to whom Customer has assigned a unique, secure login credential (identity) enabling access to a Product that requires such identity in order to access identity-managed capabilities within a Product for Customer's exclusive benefit. For educational use, Named Users may include registered students.
- l. **"Named User Credential(s)"** means an individual person's login and associated password enabling that person to access and use Products.
- m. **"Named User License"** means the right for a single Named User to use a specific Esri Offering.
- n. **"Online Services Subscription"** means a limited-term subscription conveying the right for one or more Named Users to access and use Online Services.
- o. **"Redistribution License"** means a license to reproduce and distribute Software provided that
 1. Customer reproduces and distributes the Software in its entirety;
 2. A license agreement that protects the Software to the same extent as this Agreement accompanies each copy of the Software, and the recipient agrees to the terms and conditions of the license agreement;
 3. Customer reproduces all copyright and trademark attributions and notices; and
 4. Customer does not charge a fee to others for the use of the Software.
- p. **"Server License"** means a license to install and use Software on a server computer. Server Licenses may be subject to a limited number of server cores or distributed deployment on multiple servers as described in the Ordering Documents or Documentation. If the Software description includes failover use rights, each Server License includes a Failover License.
- q. **"Service Credit(s)"** means a unit of exchange for consumption of services that can be used with an Online Services Subscription.
- r. **"Sharing Tools"** means publishing capabilities included with Online Services that allow Customer to make Customer Content and Value-Added Applications available to third parties or Anonymous Users.
- s. **"Single Use License"** means a license for a single authorized end user to install and use Software on a single computer. The single authorized end user may also install a second copy for the end user's exclusive use on a second computer as long as only 1 copy of Software is in use at any time. No other end user may use Software under the same license at the same time for any other purpose.
- t. **"Staging Server License"** means a license to use Software under a Server License to build and test Value-Added Applications and map caches; conduct user acceptance, performance, and load testing of other third-party software; stage new commercial data updates; and conduct training activities as described in the

Documentation. Customer may use Value-Added Applications and map caches with Development and Deployment Server Licenses.

2.2 License and Subscription Types. Esri provides Software Products under one or more of the license or subscription types identified in the definitions above. The Documentation and Ordering Documents identify which license or subscription type(s) applies to the ordered Products.

2.3 Software Terms of Use

- a. Customer may
 - 1. Install, access, or store Software and Data on electronic storage device(s);
 - 2. Make archival copies and routine computer backups;
 - 3. Install and use a newer version of Software concurrently with the version to be replaced during a reasonable transition period not to exceed 6 months, provided that the deployment of either version does not exceed Customer's licensed quantity; thereafter, Customer will not use more Software in the aggregate than Customer's total licensed quantity. This concurrent use right does not apply to Software licensed for Development Use.
 - 4. Move Software in the licensed configuration to a replacement computer;
 - 5. Distribute Software and any associated Authorization Codes required for use of a Deployment License to third parties; and
 - 6. Governmental or not-for-profit organizations that operate a website or offer Internet services may use server Software for revenue-generating purposes on a cost-recovery basis and not for profit.
- b. Customer may customize Software using any macro or scripting language, APIs, or source or object code libraries but only to the extent that such customization is described in the Documentation.
- c. Customer may use all fonts provided with Software for any authorized use of the Software. Customer may also use Esri fonts separately to print any output created by the Software. Any use restrictions for third-party fonts included with the Software are set forth in the font file itself.
- d. Esri publishes Product-specific Software terms of use at <http://www.esri.com/legal/scope-of-use>.

2.4 Online Services Terms of Use

- a. **Online Services Descriptions.** Esri publishes Online Services Subscription-specific terms of use at <http://www.esri.com/legal/scope-of-use>. Use of Online Services is also subject to the Cloud Services terms found in [Attachment B](#).
- b. **Modifications of Online Services.** Esri may change Online Services and associated APIs at any time, subject to 30 days' notice of material changes and 90 days' notice for deprecations. If any modification, discontinuation, or deprecation of Online Services causes a material, adverse impact to Customer's operations, Esri may, at its discretion, attempt to repair, correct, or provide a workaround for Online Services. If a viable solution is not commercially reasonable, Customer may cancel its subscription to Online Services, and Esri will issue a prorated refund.
- c. **Sharing Customer Content.** Sharing Customer Content using Sharing Tools enables third parties to use, store, cache, copy, reproduce, (re)distribute, and (re)transmit Customer Content through Online Services. Esri is not responsible for any loss, deletion, modification, or disclosure of Customer Content resulting from use or misuse of Sharing Tools. Customer's use of Sharing Tools is at Customer's sole risk.
- d. **Limits on Use of Online Services, Service Credits.** Each Online Services Subscription includes Service Credits as described in the applicable Ordering Document. Each Service Credit entitles Customer to consume a set amount of Online Services, the amount varying depending on the Online Services that Customer is using. As Customer consumes Online Services, Service Credits are automatically debited from Customer's subscription, up to the maximum number of Service Credits available. Customer may purchase additional Service Credits as needed. Esri will notify Customer's subscription account administrator when Customer's Service Credit consumption reaches approximately 75 percent of the Service Credits allocated to Customer through Customer's subscription. Esri reserves the right to suspend Customer's access to Online Services that consume Service Credits when Customer has consumed all its Service Credits. Esri will promptly restore Customer's access to its Online Services once Customer has purchased additional Service Credits.

2.5 Named User Licenses. Except as expressly set forth in this Agreement, the following terms apply to Software and Online Services for which Customer acquires Named User Licenses.

a. Named Users

1. Named User login credentials are for designated users only and may not be shared with other individuals.
2. Customer may reassign a Named User License to another user if the former user no longer requires access to the Software or Online Services.
3. Customer may not add third parties as Named Users, other than third parties included within the definition of Named Users.

b. Value-Added Applications

1. Customer is responsible for the development, operation, and technical support of Customer Content and Value-Added Applications.
2. Customer may not embed a Named User Credential into Value-Added Applications. Value-Added Applications that enable access to Customer's private data or content must require individual users to log in to the application(s) with their unique Named User login credentials.
3. Customer may embed an App Login Credential into Value-Added Applications that provide access by Anonymous Users to services, content, or data that has been published for shared access by Anonymous Users through the use of Sharing Tools included with Customer's authorized use of Software or Online Services.
4. Customer may not embed an App Login Credential into Value-Added Applications that enables access to Customer's private data or content. Value-Added Applications that enable access to Customer's private data or content must require individual users to log in to the application(s) with their unique Named User login credentials.
5. Customer may not provide a third party, other than third parties included within the definition of Named Users, with access to Software or Online Services, other than through Customer's Value-Added Application(s).
6. Customer may transfer Value-Added Applications to any third party for use in conjunction with the third party's own Software license or Online Services Subscription.

- c. Anonymous Users.** Anonymous Users may only access Software or Online Services through Value-Added Applications that provide access to services, content, or data that has been published for shared access through the use of Sharing Tools included with Customer's authorized use of Software or Online Services.

2.6 Limited-Use Programs

- a. Trial, Evaluation, and Beta Programs.** Products acquired under a trial, evaluation, or Beta program are licensed for evaluation and testing purposes only and not for commercial use. Any such use is at Customer's own risk, and the Products do not qualify for Maintenance. If Customer does not convert to a purchased license or subscription prior to the expiration of the trial, evaluation, or Beta license, Customer may lose any Customer Content and customizations made during the license term. If Customer does not wish to purchase a license or subscription, Customer should export such Customer Content before the license expires.
- b. Educational Programs.** Customer agrees to use Products provided under an educational program solely for educational purposes during the educational use Term. Customer shall not use Products for any Administrative Use unless Customer has acquired an Administrative Use license. "Administrative Use" means administrative activities that are not directly related to instruction or education, such as asset mapping, facilities management, demographic analysis, routing, campus safety, and accessibility analysis. Customer shall not use Products for revenue-generating or for-profit purposes.
- c. Grant Programs.** Customer may use Products provided under a grant program for noncommercial purposes only. Except for cost recovery of using and operating the Products, Customer shall not use Products for revenue-generating or for-profit purposes.
- d. Other Esri Limited-Use Programs.** If Customer acquires Products under any limited-use program not listed above, Customer's use of the Products may be subject to the terms set forth in the applicable launching page or enrollment form or as described on Esri's website in addition to the nonconflicting terms of this Agreement.

3.0 DATA

3.1 Definitions. The following definitions supplement the definitions provided in Attachment A:

- a. **"Business Listing Data"** means any dataset that includes a list of businesses and may include other associated business attributes.
- b. **"Esri Content Package(s)"** means a digital file containing ArcGIS Online basemap content (e.g., raster map tiles, images, vector data) extracted from the ArcGIS Online basemap services.
- c. **"Street Data"** means Data that includes or depicts information about roads, streets, and related features.

3.2 Permitted Uses

- a. Unless otherwise authorized in writing, Customer may only use Data with the Products for which Esri has provided the Data.
- b. Customer may include representations of Data in hard-copy or static, electronic format (e.g., PDF, GIF, JPEG, HTML); in ArcGIS Web Maps; or in Esri Story Maps apps for the purposes of visualizing Data (including basic interactions such as panning, zooming, and identifying map features with simple pop-ups) for use in presentation packages, marketing studies, or other reports or documents containing map images or data summaries derived from the use of Esri Products to third parties subject to restrictions set forth in this Agreement, provided that Customer affixes an attribution statement to the Data representations acknowledging Esri or its applicable licensor(s) as the source of the portion(s) of the Data used for the Data representation.
- c. Customer may take ArcGIS Online basemaps offline through Esri Content Packages and subsequently deliver (transfer) them to any device for use with licensed ArcGIS Runtime applications and ArcGIS Desktop. Customer may not otherwise scrape, download, or store Data.
- d. Customer may make any internal use of geocoded results that are obtained and stored in compliance with this Agreement. Customer may not redistribute geocoded results except to (i) use and/or display on a map in connection with Customer's public, non-revenue generating website(s), (ii) permit access to third-parties for the purposes of Customer's business, or (iii) deliver to third parties, on a noncommercial/non-revenue generating basis, static results, static output or static base map renderings.
- e. Esri does not acquire any rights in Customer Content under this Agreement.

3.3 Use Restrictions

- a. Customer may not act directly or authorize its customers to cobrand Data, use Data in any unauthorized service or product, or offer Data through or on behalf of any third party.
- b. Customer may not use or allow third parties to use Data, for the purpose of compiling, enhancing, verifying, supplementing, adding to, or deleting from compilation of information that is sold, rented, published, furnished, or in any manner provided to a third party.
- c. *Business Listing Data.* Unless authorized in writing, Customer may not use Business Listing Data for any direct marketing purposes, resale publication, or distribution to any third party as part of any mailing list, directory, classified advertising, or other compilation of information.
- d. *Street Data.* Customer may use Street Data for mapping, geocoding, routing, and transportation network analysis purposes. Unless otherwise authorized in writing, Customer may not use Street Data for
 - 1. Real-time navigational guidance, including alerting a user about upcoming maneuvers, such as warning of an upcoming turn or calculating an alternate route if a turn is missed;
 - 2. Synchronized multivehicle routing; or
 - 3. Synchronized route optimization.
- e. *Business Analyst Data.* Customer may cache Data provided with ArcGIS Business Analyst Mobile App on a mobile device for use in conjunction with its use of ArcGIS Business Analyst Server. Customer may not otherwise cache or download such Data.
- f. *Partial Dataset Licenses:* If Customer orders a subset of a dataset (e.g., a country, region, state, or local portion of a global database), Customer may use only the licensed subset, not any other portion of the full dataset.

- g. *Michael Bauer Research International Boundaries Data ("MBR Data")*. Customer's right to use data downloaded to Customer's premises (e.g., MBR Data stored in ArcGIS Enterprise, ArcGIS Desktop) terminates 2 years after download.

3.4 Supplemental Terms and Conditions for Data. Certain Data licensors require Esri to flow down additional attribution requirements and terms of use to Customer. These terms supplement and amend the terms of this Agreement and are available at www.esri.com/legal/third-party-data.

4.0 MAINTENANCE

4.1 US Customers. Esri will provide Maintenance for Software and Online Services in accordance with the Esri Maintenance and Support Program and this Agreement if Customer is in the United States.

4.2 Customers outside the United States. Customer may obtain maintenance services from their local Esri distributor under the distributor's own standard support policy.

5.0 PROFESSIONAL SERVICES

5.1 Definitions. The following definitions supplement the definitions provided in Attachment A:

- a. **"Invention(s)"** means a patentable invention, discovery, innovation, or improvement, excluding Deliverables, relating to the subject matter of a Task Order.
- b. **"Inventor(s)"** means a party's principal, employee, consultant, or independent contractor that solely or jointly develops Inventions during Esri's performance under a Task Order.
- c. **"Professional Service Package(s)"** means a predefined unit of Professional Services, including travel-related expenses, provided at a firm fixed price.

5.2 Permitted Uses. Customer may use, copy, and modify Deliverables solely in conjunction with Customer's authorized use of Products.

5.3 Task Orders and Project Schedule

- a. Esri will provide Professional Services and Deliverables as specified in the Task Order.
- b. Each Task Order will reference this Agreement and specify the commencement date and, if known, the period of performance.
- c. Task Orders may have the format shown in Attachment C or any other agreed-upon format.
- d. Each party will identify, in writing, the project manager who is responsible for Professional Services and Deliverables described in Task Orders. By written notice to the other party's technical administrator, either party may replace the project manager at any time with a similarly qualified person.
- e. Other than pricing and descriptions of Professional Services to be performed, terms and conditions in a Task Order are not binding unless both parties have signed the Task Order. The terms of a signed Task Order take precedence over conflicting terms in this Agreement.

5.4 Ownership of Deliverables and Inventions

- a. Esri or its licensors own and retain ownership of Deliverables.
- b. Each party will retain title to any Inventions made or conceived solely by its Inventors during the term of this Agreement, including, but not limited to, such Inventions that Esri's Inventors solely make or conceive while providing technical assistance pursuant to this Agreement. The parties will jointly own any Inventions made or conceived jointly by Inventors from both parties.
- c. The parties will negotiate in good faith and cooperate reasonably in (i) deciding whether or not to seek or maintain, or to continue to seek or maintain, patent protection in any country on any Invention and the extent and scope of such protection and (ii) protecting and enforcing any patents issued on such Invention.

5.5 Acceptance

- a. **For Firm Fixed Price Task Orders.** Customer will complete its acceptance review within 10 working days of receiving each Deliverable and classify the Deliverables as follows:
1. "DELIVERABLE ACCEPTED" means a Deliverable conforming to the applicable Task Order with no more than minor nonconformities.
 2. "DELIVERABLE ACCEPTED WITH REWORK" means a Deliverable substantially conforming to the applicable Task Order but having a significant number of identified nonconformities and accepted subject to rework by Esri. Esri will rework the Deliverable for the identified nonconformities and resubmit it within 30 days. Customer will rerun its acceptance review for the nonconformities detected in the initial review within 10 working days of such resubmission and will reclassify the Deliverable as either DELIVERABLE ACCEPTED or DELIVERABLE REJECTED.
 3. "DELIVERABLE REJECTED" means a Deliverable that fails to substantially conform to applicable Task Order(s). Esri will rework the Deliverable and resubmit it to Customer within 30 days, at which time Customer will have 10 working days to rerun its acceptance review and reclassify the deliverable as either DELIVERABLE ACCEPTED or DELIVERABLE REJECTED.

Customer may not use any Deliverable in its business operations before acceptance as described in a.1 or a.2. If Customer does not notify Esri in writing within 10 working days after delivery that it has classified the Deliverable as ACCEPTED WITH REWORK or REJECTED in accordance with a.2 or a.3, or if Customer uses the Deliverable in its business operations, the Deliverable will be deemed, as of the first of either of these events to occur, to have been accepted.

- b. **For Task Orders with Professional Service Packages.** Professional Services that Esri performs under Professional Service Packages will be deemed accepted unless Customer notifies Esri within 10 days after performance. Customer may purchase additional Professional Service Packages as needed to complete Customer's work requirements.
- c. **For Time and Materials Task Orders.** Professional Services are provided strictly on a time and materials basis subject to the Task Order not-to-exceed funding limit. The Professional Services provided will be deemed accepted and in compliance with the professional and technical standards of the software industry unless Customer notifies Esri within 10 days after performance. Deliverables produced under a time and materials Task Order will not be subject to acceptance testing.

5.6 Warranty for Deliverables. Esri warrants to Customer that firm fixed price Deliverables materially comply with Specifications for a period of 90 days from acceptance, subject to the limitations and disclaimers of liability set forth in the "Limited Warranties and Disclaimers" section of Attachment B.

5.7 Changes. The parties may make changes within the general scope of a Task Order by mutual agreement. To document any agreed-to scope changes within the general scope of the Task Order that affects the cost or time required to provide a Deliverable, the parties will jointly sign a written amendment to the Task Order that includes an equitable adjustment in the price, schedule, or both.

5.8 Customer Termination for Convenience. Customer may terminate any Task Order at any time upon 30 days' written notice to Esri and upon payment to Esri of all amounts due to date pursuant to this Agreement, including reasonable expenses incurred as a direct result of the termination and the pro rata contract price for the Task Orders affected.

5.9 Payment; Invoices

- a. **For Firm Fixed Price Task Orders.** Unless otherwise specified in a Task Order, Esri will prepare and submit monthly invoices based on the percentage of completion for each Deliverable as of the end of the preceding month. Upon acceptance of all Deliverables under a Task Order, the unpaid balance of the total Task Order value is due.
- b. **For Professional Service Packages.** Esri will submit an invoice for Professional Service Packages on receipt of an agreed-upon Task Order. Esri may, at its sole discretion, stop work to avoid exceeding the total

labor hours or number of days allotted in the applicable Professional Service Package description set forth in the applicable scope of work. Professional Service Packages expire if not used within 12 months of the Esri invoice date.

c. For Time and Materials Task Orders

1. Esri will submit to Customer written monthly invoices to the Customer address provided in the Task Order. The invoices will include the payment due for work performed, including travel time, and any other direct costs (ODCs) incurred as authorized under a Task Order. The amount invoiced for labor will be equal to the number of hours expended during the previous month, multiplied by the applicable labor rates. Esri will invoice meals on a per diem basis in accordance with the full daily limits specified on the government General Services Administration (GSA) website at <https://www.gsa.gov/>. Esri and Customer may include hourly labor rates in this Agreement; if the parties elect to do so, Attachment D will identify the hourly labor rates for each labor category. Esri may change hourly labor rates for Services; any increase in the first 5 years will not exceed 5 percent per year. Esri will invoice ODCs, including travel-related expenses incurred, plus a 15 percent burden.
2. Esri may reallocate the budget between activities, labor categories, and ODCs as necessary to facilitate the work effort, provided the overall price is not exceeded. If Esri reaches the funded not-to-exceed Task Order value and the activities are not completed, Customer may increase the order funding to allow additional work to be performed, or Esri may stop work without further obligation or liability.

5.10 System and Data Access. Each Task Order will specify any requirement for Customer to give Esri personnel access to Customer's systems or data.

6.0 ESRI MANAGED CLOUD SERVICES

6.1 Definitions. The following definitions supplement the definitions provided in Attachment A:

- a. **"Esri Managed Cloud Services Environment"** means the hardware, Software, Data, and network platform that Esri or its third-party supplier provides as part of Esri Managed Cloud Services.
- b. **"Hosting"** means the business of housing and making accessible Customer Content via the Internet.

6.2 Provision of Esri Managed Cloud Services

- a. **General Terms.** Use of Esri Managed Cloud Services is subject to the Cloud Services terms found in Attachment B of this Agreement.
- b. **Requirements Planning.** It is Customer's responsibility to plan for and address with Esri changes to Customer's requirements, such as the need for additional capacity, the update of an application or dataset, or increased level of system availability.
- c. **Compensation and Expenses.** Esri will invoice Customer for the one-time setup fee upon Task Order execution. Thereafter, Esri will invoice Customer monthly for the Esri Managed Cloud Services to be provided the following month. Customer will pay invoices within 30 days of receipt. Customer is responsible for any shipping or temporary storage costs incurred during the delivery of Customer Content to Esri or removal of Customer Content from the Esri Managed Cloud Services Environment. This paragraph does not apply to Esri Managed Cloud Services provided under the Advantage Program (see the section entitled "Advantage Program" in this Agreement).
- d. **Risk of Loss.** Risk of loss for all Customer Content shall at all times remain with Customer, and it is Customer's sole responsibility to maintain regular backups of Customer Content. Risk of loss for the Esri Managed Cloud Services Environment shall at all times remain with Esri.
- e. **Personally Identifiable Information.** Prior to providing any Customer Content under this Agreement, Customer shall notify Esri if Customer Content includes personally identifiable information.
- f. **Public Software.** Customer may not use, and may not authorize its end users or contractors to combine or use any Esri Offerings with any software (including any underlying dependencies), documentation, or other material distributed under an open source or other similar licensing or distribution model that requires as a condition of such model that any component of the Esri Offering to be (1) disclosed or distributed in source

code form, (2) made available free of charge to third parties, or (3) modifiable without restriction by third parties.

- g. **Monitoring.** Customer will provide information and other materials related to its Customer Content as reasonably requested by Esri or its Hosting partner to verify Esri's or Customer's compliance with this Agreement. Esri or its Hosting partner, as applicable, may browse, index, or otherwise monitor the external interfaces of any Customer Content solely for the purpose of verifying compliance with this Agreement.

7.0 TRAINING

7.1 Definitions. The following definitions supplement the definitions provided in Attachment A:

- a. **"Customer-Supplied Training Data"** means any digital dataset(s) including, but not limited to, geographic vector data, coordinates, raster data reports, or associated tabular attributes supplied by Customer for use in training.
- b. **"Esri Mobile Lab"** means a service in which Esri will deliver and set up a training environment at the Customer's site for use in conjunction with scheduled Esri Training Events only. The Esri Mobile Lab will include certain hardware, software, power cords, and network switches necessary for the instructor to set up the environment.
- c. **"Esri Training Event(s)"** means an Esri site class, Esri instructor-led online class, a Customer site/private class, workshop, or coaching services.
- d. **"Esri Training Event Assistant"** means Customer's primary Esri liaison in organizing private Esri Training Events.
- e. **"Student(s)"** means a Customer employee or agent who is a registered participant in a specific Esri Training Event or Training-related services. If Customer is an individual, then Student means Customer.
- f. **"Training Pass"** means a nonrefundable, nontransferable block of prepaid training days with a fixed price per day training price throughout the Term of the Training Pass.

7.2 Permitted and Prohibited Uses

- a. Esri provides Training Materials for Training purposes only and for the exclusive use of the Student who attends the Training course for which the Training Materials are provided.
- b. Customer may reproduce copies of Training Materials for registered Students.
- c. Customer may not and may not permit any Student to (i) separate the component parts of Training Materials for any use or (ii) use audio or video recording equipment during an Esri Training Event.
- d. Esri may issue temporary Product authorizations if Customer has an insufficient number of Products available for Training. Customer may use such Products as Training Materials under the terms of this Agreement. Customer will uninstall all deployed Products and return any media provided by Esri upon conclusion of the Esri Training Event.
- e. Customer will retain ownership of any Customer-Supplied Training Data.

7.3 Esri's Responsibilities

Esri will

- a. Provide an instructor qualified to conduct Training;
- b. Provide all necessary Training Materials for Student; and
- c. Confirm Esri Training Events approximately 10 business days prior to the scheduled start date. Esri will only confirm Student registrations that include a payment method. Registrations without a confirmed payment method are placed on the reservation waiting list. All reservations on the waiting list are subject to availability. Customer site/Private class and coaching services confirmation is also dependent on receipt of the completed Customer site training request form.

7.4 Customer's Responsibilities

Customer will

- a. Ensure that all Students have received confirmation from Esri to participate in an Esri Training Event. Esri reserves the right to disconnect any Student who permits unregistered student access to an online classroom Esri Training Event. In such case, the full Esri Training Event fee will be invoiced and payable;
- b. Ensure that all Students meet the minimum prerequisites for the applicable Esri Training Event as listed on Esri's training website;
- c. Submit Student registrations in Esri site classes with payment method information at least 15 business days before the scheduled start date;
- d. Provide the Esri Training Event Assistant with a list of names and email addresses of any Students who are to attend an Esri Training Event at least 3 business days before the scheduled start date, for compliance with the US embargoed country lists and the various US Government Lists of Parties of Concern or Specially Designated Nationals lists;
- e. For classes held at the Customer-designated facility, complete a client-site training request form; consult with Esri personnel to determine classroom, computer, and network requirements; and provide all such required classrooms, computers, and network access;
- f. Ensure that Student use of Training Materials provided by Esri complies with the terms of this Agreement; and
- g. Assume full liability and responsibility for Student attending Training course(s) under this Agreement.
- h. If the Esri Mobile Lab is used, Customer will
 1. Take delivery of the Esri Mobile Lab from the shipping agent, and keep it in a secure, locked area at all times;
 2. Immediately report any previously damaged Esri Mobile Lab equipment to the Esri Training Event Assistant upon receipt of the shipment; and
 3. Be financially responsible for loss of, damage to, or theft of Esri Mobile Lab equipment while in Customer's possession.

7.5 Student Registration and Training Event Change Policy

- a. Customer will provide advance written notice to Esri Customer Service at service@esri.com to reschedule or cancel any Esri Training Event or to substitute a student in a scheduled Esri Training Event.
- b. A replacement Student must be from the same Customer organization as the Student being replaced.
- c. If Customer reschedules an Esri Training Event three or fewer days before the scheduled start date, Esri will charge Customer 50 percent of the fee plus the cost of the rescheduled Esri Training Event.
- d. If Customer (i) cancels an Esri Training Event 3 or fewer days before the scheduled start date without concurrently rescheduling or (ii) is absent without notice from the Esri Training Event, Customer will be liable for the full Esri Training Event fee.
- e. If cancellation of an Esri Training Event is necessary due to causes beyond the party's reasonable control, the affected party may reschedule or cancel the Esri Training Event without incurring any liability.
- f. *Termination of Agreement.* Students who are currently registered for an Esri Training Event as of the date of termination of this Agreement may attend the scheduled Esri Training Event, subject to the terms and conditions of this Agreement.

7.6 Invoicing; Prepaid Fees

- a. Esri will invoice Customer upon completion of the Esri Training Event or on purchase of a Training Pass. On Customer request, Esri will invoice in advance for an Esri Training Event.
- b. If Customer is invoiced and pays that invoice prior to the scheduled Esri Training Event, then Customer has 1 year from the date of the invoice to consume Training days. For a multiyear order, Training days must be consumed by the end date specified on the Esri quotation. Thereafter, all prepaid fees are forfeited.
- c. Training Pass redemption rates are described at <https://www.esri.com/training/training-for-organizations/>.

This paragraph does not apply to Training provided under the Advantage Program.

8.0 ADVANTAGE PROGRAM

8.1 Definitions. The following definitions supplement the definitions provided in Attachment A:

- a. **"Activity Description"** means a mutually agreed upon written statement that confirms the number of Learning and Services Credits that Esri estimates is required to perform an activity and authorizes Esri to begin work based on such estimate. The Activity Description serves as the Task Order for Services provided under the Advantage Program.
- b. **"Advantage Program"** means either Advantage Program, as described at www.esri.com/services/eeap/components, or the Advantage Program for Partners, as described at www.esri.com/partners/bpap/components.
- c. **"Authorized Contact"** means Customer's point of contact for the Advantage Program identified below.
- d. **"Learning and Services Credits"** means a contracted unit of exchange that Customer may use to acquire Professional Services, Training, PSS, Esri Managed Cloud Services, or related travel expenses as described below.
- e. **"Premium Support Services" or "PSS"** means a prioritized incident management and technical support program further described at <http://support.esri.com/en/support/premium>.
- f. **"Strategic Advisor"** means an Esri consultant assigned to work with Customer to provide Professional Services such as advising Customer on GIS strategies, facilitating annual account planning, and developing and coordinating a collaborative work plan under the Advantage Program.

8.2 Advantage Program Description. The Advantage Program is provided on an order-by-order, annual subscription basis and provides strategy and planning support in addition to a menu of items including Professional Services, Training, PSS, and Esri Managed Cloud Services that Customer can select to best meet its needs with guidance from Strategic Advisor. The Advantage Program may change from time to time. The Advantage Program includes the following:

- a. **Strategic Advisor.** Customer will receive up to the number of Strategic Advisor hours ordered. Customer may elect to retain additional Strategic Advisor hours for a supplemental price.
- b. **Annual Planning Meeting.** A 1-day annual planning meeting is included.
- c. **Work Plan.** A collaboratively developed document is designed to drive the program's implementation through definition of Customer's GIS vision, goals, and objectives.
- d. **Learning and Services Credits.** Customer will receive the number of Learning and Services Credits ordered. Customer may use the credits toward any combination of Professional Services, Training, PSS, Esri Managed Cloud Services, or related travel expenses. Customer may order, for an additional price, additional Learning and Services Credits. Learning and Services Credits may be exchanged as described at the applicable Advantage Program website. Esri will provide a monthly report outlining usage of Learning and Services Credits to date to the Authorized Contact.
- e. **Technology Webcasts.** Esri will provide an email invitation to the Authorized Contact for webcasts presenting business and technical information related to enterprise GIS.
- f. **No Project Services.** The Advantage Program is not designed for Esri to provide project-specific Professional Services such as custom application or database development for solutions or applications. Esri will not provide these types of Professional Services under the Advantage Program and does not warrant that Deliverables provided under an Advantage Program will comply with Specifications.

8.3 Authorized Contact Information. Customer identifies the following person as its initial Authorized Contact.

(to be completed by Customer):

Contact Name: _____
 Address: _____
 City, State, ZIP: _____

 Email: _____
 Telephone: _____
 Fax: _____

8.4 Current on Maintenance. Customer must remain current on standard Software Maintenance during the Advantage Program term.

8.5 Authorization of Learning and Services Credits Use. Customer will contact its account manager or Strategic Advisor to consume Learning and Services Credits for a particular request. Esri will submit an Activity Description by email to Customer for confirmation and authorization to use Learning and Services Credits. Customer may authorize the consumption of Learning and Services Credits by submitting an email. Esri will begin work and deduct the estimated credit amount stated in the Activity Description from the unused Learning and Services Credits available.

8.6 Activity Descriptions for Esri Managed Cloud Services. The Activity Description for Esri Managed Cloud Services orders must include the following:

- a. **The Esri Managed Cloud Services Term.** The time period in which Esri provides the Esri Managed Cloud Services to Customer. The Esri Managed Cloud Services term does not begin until setup and deployment of the data and application are complete.
- b. **Targeted System Availability.** The minimum percentage of time that Customer has external access to the application and associated Customer Content through the Internet. Examples of supported levels of system availability are 95 percent, 99 percent, and 99.9 percent. Not all EMCS offerings include a Targeted System Availability.
- c. **Number of Anticipated Requests.** A The number of requests made by an end user through a client (e.g., desktop computer, web application, mobile device) and sent to a server(s) that is set up in the Esri Managed Cloud Services Environment by Esri and performs computational tasks on behalf of the end user. An example of a common request used in a GIS is a map request. A map request is made every time a user pans, zooms, or queries a map service.
- d. **Amount of Data Storage.** The storage capacity required to retain digital data, which is to be used and consumed in Customer GIS applications or Cloud Services.
- e. **Learning and Services Credits Consumption.** The price for the Esri Managed Cloud Services in Learning and Services Credits.

The Data storage location may be defined in the Activity Description.

8.7 Travel and Per Diem Expenses. Any Esri travel and per diem expenses will be quoted separately. Travel expenses will include a 15 percent burden, and per diem will be determined in accordance with the full daily limits specified on the government General Services Administration (GSA) website at <https://www.gsa.gov/>. Customer will use Learning and Services Credits for travel and per diem expenses.

8.8 Notification of Consumed Credits. Esri will notify Customer if the authorized Learning and Services Credits are consumed prior to completion of the requested work. Customer may elect to direct the use of additional Learning and Services Credits, if available; procure additional Learning and Services Credits; or notify Esri to stop work on such requested work. Esri reserves the right to stop work if Customer has consumed all its Learning and Services Credits.

8.9 Review of Proposed Activities. Any activities proposed to be completed under the Advantage Program will be subject to Esri's review and approval to ensure alignment with the intent of the program.

8.10 Invoicing

- a. Esri shall invoice Customer as quoted for the Advantage Program subscription, additional Learning and Services Credits, or Strategic Advisor services upon receipt of Customer's order. Subsequently, Esri will invoice annually at least 30 days in advance of the Advantage Program subscription expiration date. Esri will extend the Advantage Program subscription for a subsequent annual term upon receipt of Customer's payment of the renewal invoice. Esri will invoice fees for additional Learning and Services Credits or Strategic Advisor services upon receipt of Customer's order.
- b. Pricing for program renewals and new or additional Services will be in accordance with Esri's standard pricing at the time of purchase or renewal.

8.11 Termination and Expiration. Upon termination or expiration of an Advantage Program subscription:

- a. Services will end as of the expiration or termination date stated; and
- b. Unless either party terminates the Advantage Program subscription for cause, Customer may apply any unused Learning and Services Credits toward any Professional Services, Training, PSS, or related travel expenses that are scheduled as of the termination or expiration date, provided that the Learning and Services Credits are used within 3 months after the termination or expiration date. Any other unused Learning and Services Credits will expire 30 days after the expiration or termination date; if Customer renews the Advantage Program subscription within this time period, any unused Learning and Services Credits will remain valid for up to 2 years from the purchase date or termination of this Agreement, whichever comes first.

ATTACHMENT A GLOSSARY OF TERMS

The following glossary of terms applies to all Esri Offerings and Services that Esri may provide to its customers. Certain Esri Offerings or Services may not be within the scope of this Agreement. Please disregard any terms that are not applicable to Esri Offerings or Services offered under this Agreement.

"Affiliate" means any entity that directly or indirectly (i) Controls; (ii) is Controlled by; or (iii) is under common Control with a party, where "Control" means having more than 50 percent of the voting stock or other voting interest in the Controlled entity.

"API" means application programming interface.

"ArcGIS Website" means www.arcgis.com and any related or successor websites.

"Authorization Code(s)" means any key, authorization number, enablement code, login credential, activation code, token, user name and password, or other mechanism required for use of Esri Offerings.

"Beta" means any alpha, beta, or other prerelease version of a Product.

"Cloud Services" means Online Services and Esri Managed Cloud Services.

"Content" means data, images, photographs, animations, video, audio, text, maps, databases, data models, spreadsheets, user interfaces, graphics components, icons, software, and other resources.

"Control" means having more than 50 percent of the voting stock or other voting interest in the Controlled entity.

"Customer Content" means any Content that Customer provides, uses, or develops in connection with Customer's use of Esri Offerings or Services, including Value-Added Applications. Customer Content excludes any feedback, suggestions, or requests for improvements that Customer provides to Esri.

"Data" means any commercially available digital dataset(s) including, but not limited to, geographic vector data, raster data reports, or associated tabular attributes that Esri bundles with other Esri Offerings or delivers independently.

"Deliverables" means anything that Esri delivers to Customer as a result of performance of Professional Services.

"Documentation" means all user reference documentation that Esri provides with a Deliverable or an Esri Offering.

"Esri Managed Cloud Services" means a Customer-specific cloud infrastructure, Software, Data, and network platform that Esri hosts, manages, and makes available to Customer or Customer's end users via the Internet.

"Esri Offering(s)" means any Product or Documentation. If Esri provides Training or Professional Services directly to Customer, then Esri Offerings also include Deliverables and Training Materials. Esri Offerings exclude Services and Third-Party Content.

"GIS" means geographic information system.

"Maintenance" means a subscription program that Esri provides and that entitles Customer to Product updates and other benefits such as access to technical support and self-paced, web-based learning resources.

"Malicious Code" means software viruses; worms; time bombs; Trojan horses; or any other computer code, files, denial of service, or programs designed to interrupt, destroy, or limit the functionality of any computer software, hardware, or telecommunications equipment.

"Online Services" means any commercially available, Internet-based geospatial system that Esri provides, including applications and associated APIs for storing, managing, publishing, and using maps, data, and other information. Online Services exclude Data and Content.

"Ordering Document(s)" means a sales quotation, Maintenance renewal quote, purchase order, proposal, Task Order, or other document identifying Esri Offerings, updates, or Services that Customer orders.

"Perpetual License" means a license to use a version of the Esri Offering for which applicable license fees have been paid, indefinitely, unless terminated by Esri or Customer as authorized under this Agreement.

"Product(s)" means Software, Data, and Online Services.

"Professional Services" means any development or consulting services that Esri provides to Customer.

"Sample(s)" means sample code, sample applications, add-ons, or sample extensions of Products.

"Service(s)" means Maintenance. If Esri provides Esri Managed Cloud Services, Training, or Professional Services directly to Customer, then Services also include Esri Managed Cloud Services, Training, and Professional Services.

"Software" means any proprietary commercial off-the-shelf software, excluding Data, accessed or downloaded from an Esri-authorized website or that Esri delivers on any media in any format including backups, updates, service packs, patches, hot fixes, or permitted merged copies.

"Specification(s)" means (i) the Documentation for Software and Online Services, (ii) the scope of work set forth in any Task Order, or (iii) Esri's published course descriptions for Training.

"Task Order(s)" means an Ordering Document for Services.

"Term License" means a license for use of an Esri Offering for a limited time period ("Term").

"Third-Party Content" means any Content that Customer may obtain from a third-party website or that persons other than Esri employees, suppliers, or contractors may directly contribute to Esri's website.

"Training" means (i) Product training or (ii) related training that Esri provides under this Agreement.

"Training Materials" means digital or printed content required to complete Training, which may include, but is not limited to, workbooks, data, concepts, exercises, assessments, and exams.

"Value-Added Application(s)" means an application developed by Customer for use in conjunction with the authorized use of any Software, Data, or Online Services.

ATTACHMENT B GENERAL TERMS AND CONDITIONS

The following general terms and conditions apply to all Esri Offerings and Services that Esri may offer to its customers. Certain Esri Offerings or Services may not be available under this Agreement. Please disregard any terms that are not applicable to Esri Offerings or Services offered under this Agreement.

ARTICLE B.1—GENERAL USE RESTRICTIONS

Except as expressly permitted in this Agreement, Customer will not

- a. Sell, rent, lease, sublicense, distribute, lend, time-share, or assign Services or Esri Offerings;
- b. Distribute or provide direct access to Services or Esri Offerings to third parties, in whole or in part, including, but not limited to, extensions, components, or DLLs;
- c. Distribute Authorization Codes to third parties;
- d. Reverse engineer, decompile, or disassemble any Product or Deliverable delivered in compiled form;
- e. Make any attempt to circumvent the technological measure(s) that controls access to or use of Esri Offerings;
- f. Store, cache, use, upload, distribute, or sublicense Content or otherwise use Esri Offerings in violation of Esri's or a third-party's rights, including intellectual property rights, privacy rights, nondiscrimination laws, export laws, or any other applicable law or regulation;
- g. Remove or obscure any Esri or its licensors' patent, copyright, trademark, proprietary rights notices, or legends contained in or affixed to any Esri Offerings, output, metadata file, or online or hard-copy attribution page of any Data or Documentation;
- h. Unbundle or independently use individual or component parts of Esri Offerings;
- i. Incorporate any portion of Esri Offerings into a product or service for third-party use that competes with the Esri Offerings;
- j. Publish or in any other way communicate the results of benchmark tests run on Beta Products without the prior written permission of Esri and its licensors; or
- k. Use, incorporate, modify, distribute, provide access to, or combine any Esri Offerings in a manner that would subject any Esri Offering to open-source or open-database license terms that require any part of the Esri Offering to be
 - 1. Disclosed in source code form to third parties;
 - 2. Licensed to third parties for the purpose of making derivative works; or
 - 3. Redistributable to third parties at no charge.
- l. Generate revenue by providing access to Software or Online Services through a Value-Added Application.

These restrictions will not apply to the extent that they conflict with applicable law or regulation.

ARTICLE B.2—TERM AND TERMINATION

B.2.1 Customer may terminate this Agreement or any Esri Offerings license or subscription at any time upon written notice to Esri. Termination without cause does not entitle Customer to receive any refund of fees paid. Any right to terminate pending Services engagements for convenience is set forth in the applicable section in the body of this Agreement. Either party may terminate this Agreement or any license or subscription for a material breach that is not cured within 30 days of written notice to the breaching party. Upon any termination of this Agreement for breach, Esri will stop providing Services. Any licenses in Esri Offerings that survive termination of this Agreement continue under the terms of this Agreement.

B.2.2 If Esri terminates this Agreement following Customer's breach, then Esri may also, at its election, terminate Customer's licenses or subscriptions to Esri Offerings. If Customer terminates this Agreement for cause or convenience, then Customer may, at its election, also terminate Customer's licenses or subscriptions to Esri Offerings.

B.2.3 Upon any termination or expiration of a license or subscription, Customer will

- a. Stop accessing and using the terminated or expired Esri Offerings;
- b. Clear any client-side data cache derived from the terminated or expired Cloud Services; and
- c. Stop using and uninstall, remove, and destroy all copies of the terminated or expired Esri Offerings in Customer's possession or control, including any modified or merged portions thereof, in any form, and execute and deliver evidence of such actions to Esri or its authorized distributor.

Esri may stop performing Services immediately upon written notice to Customer if a bankruptcy or insolvency proceeding is commenced by or against Customer until the trustee cures any existing defaults and provides adequate assurance of future performance under this Agreement. This Agreement terminates upon the insolvency, liquidation, or dissolution of either party.

ARTICLE B.3—LIMITED WARRANTIES AND DISCLAIMERS

B.3.1 Limited Warranties. Except as disclaimed below, Esri warrants to Customer that (i) Products and Training will substantially comply with the applicable Specifications and (ii) Services will substantially conform to the professional and technical standards of the industry. The warranty period for Esri Offerings offered under a Perpetual License and for Services runs for 90 days from the date of delivery or from the date of acceptance if this Agreement provides an acceptance period. The warranty period for Esri Offerings offered under a subscription or Term License basis runs for the lesser of (i) the duration of the subscription or term or (ii) 90 days from delivery or acceptance if this Agreement provides an acceptance period.

B.3.2 Special Disclaimer. Third-Party Content; Data; Samples; hot fixes; patches; updates; Online Services provided at no charge; and trial, evaluation, and Beta Products are delivered "as is" and without warranty of any kind.

B.3.3 General Disclaimer. Except for the express limited warranties set forth in this Agreement, Esri disclaims all other warranties or conditions of any kind, whether express or implied, including, but not limited to, warranties or conditions of merchantability, fitness for a particular purpose, and noninfringement of intellectual property rights. Esri is not responsible for any nonconformities with Specification or loss, deletion, modification, or disclosure of Customer Content caused by Customer's modification of any Esri Offering other than as specified in the Documentation. Esri does not warrant that Esri Offerings, or Customer's operation of the same, will be uninterrupted, error free, fault tolerant, or fail-safe or that all nonconformities can or will be corrected. Esri Offerings are not designed, manufactured, or intended for use in environments or applications that may lead to death, personal injury, or physical property or environmental damage. Customer should not follow any navigational route suggestions that appear to be hazardous, unsafe, or illegal. Any such uses will be at Customer's own risk and cost.

B.3.4 Disclaimers

- a. **Internet Disclaimer.** Neither party will be liable for damages under any theory of law related to the performance or discontinuance of operation of the Internet or to regulation of the Internet that might restrict or prohibit the operation of Cloud Services.
- b. **Third-Party Websites; Third-Party Content.** Esri is not responsible for any third-party website or Third-Party Content that appears in or is referenced by Esri Offerings or Esri websites, including www.esri.com and www.arcgis.com. Providing links to third-party websites and resources does not imply an endorsement, affiliation, or sponsorship of any kind.

B.3.5 Exclusive Remedy. Customer's exclusive remedy and Esri's entire liability for breach of the limited warranties in this section will be to replace any defective media and to (i) repair, correct, or provide a workaround for the applicable Esri Offering or Services or (ii) at Esri's election, terminate Customer's right to use and refund the fees paid for Esri Offerings or Services that do not meet Esri's limited warranties.

ARTICLE B.4—LIMITATION OF LIABILITY

B.4.1 Disclaimer of Liability. Neither Customer, Esri, nor any Esri distributor or licensor will be liable for any indirect, special, incidental, or consequential damages; lost profits; lost sales; loss of goodwill; costs of procurement of substitute goods or services; or damages exceeding the applicable license fees, or current subscription fees, or Services fees paid or owed to Esri for the Esri Offerings or Services giving rise to the cause of action.

B.4.2 The limitations and exclusions of liability in the preceding paragraph do not apply to Customer's infringement, misuse, or misappropriation of Esri's or Esri's licensors' intellectual property rights, either party's indemnification obligations, gross negligence, willful misconduct, or violations of the Export Compliance clause of this Agreement or any applicable law or regulation.

B.4.3 Applicability of Disclaimers and Limitations. Esri or its authorized distributor has set its fees and entered into this Agreement in reliance on the disclaimers and limitations in this Agreement; the fees reflect an allocation of risk that is an essential basis of the bargain between the parties. **These limitations will apply whether or not a party is aware of the possibility of any damage and notwithstanding any failure of essential purpose of any exclusive, limited remedy.**

B.4.4 The foregoing disclaimers, limitations, and exclusions may be invalid in some jurisdictions and apply only to the extent permitted by applicable law or regulation in Customer's jurisdiction. Customer may have additional rights that may not be waived or disclaimed. Esri does not seek to limit Customer's warranty or remedies to any extent not permitted by law.

ARTICLE B.5—INDEMNIFICATIONS

B.5.1 Definitions. The following definitions supplement the definitions provided in Attachment A:

- a. **"Claim"** means any claim, action, or demand by a third party.
- b. **"Indemnitees"** means Customer and its directors, officers, and employees.
- c. **"Infringement Claim(s)"** means any Claim alleging that Customer's use of or access to any Esri Offering or Service infringes a patent, copyright, trademark, or trade secret.
- d. **"Loss(es)"** means expenditure, damage award, settlement amount, cost, or expense, including awarded attorneys' fees.

B.5.2 Infringement Indemnity

- a. Esri will defend, hold all Indemnitees harmless from, and indemnify any Loss arising out of an Infringement Claim.
- b. If Esri determines that an Infringement Claim is valid, Esri may, at its expense, either (i) obtain rights for Customer to continue using the Esri Offerings or Services or (ii) modify the Esri Offerings or Services while maintaining substantially similar functionality. If neither alternative is commercially reasonable, Esri may terminate Customer's right to use the Esri Offerings or Services and will refund any (a) license fees that Customer paid for the infringing Esri Offerings or Services acquired under a Perpetual License, prorated on a 5-year, straight-line depreciation basis beginning from the initial date of delivery or (b) unused portion of fees paid for Term Licenses, Subscriptions, and Maintenance.
- c. Esri has no obligation to defend an Infringement Claim or to indemnify Customer to the extent the Infringement Claim arises out of (i) the combination or integration of Esri Offerings or Services with a product, process, system, or element that Esri has not supplied or specified in the Specification; (ii) alteration of Esri Offerings or Services by anyone other than Esri or its subcontractors; (iii) compliance with Customer's specifications; or (iv) use of Esri Offerings or Services after Esri either provides a modified version to avoid infringement or terminates Customer's right to use the Esri Offerings or Services.

B.5.3 General Indemnity. Esri will defend and hold all Indemnitees harmless from, and indemnify any Loss arising out of, any Claim for bodily injury, death, or tangible or real property damage brought against any of the Indemnitees to the extent arising from any negligent act or omission or willful misconduct by Esri or its directors, officers, employees, or agents performing Services while on Customer's site.

B.5.4 Conditions for Indemnification. As conditions for indemnification, Indemnitee will (i) promptly notify Esri in writing of the Claim, (ii) provide all available documents describing the Claim, (iii) give Esri sole control of the defense of any action and negotiation related to the defense or settlement of any Infringement Claim, and (iv) reasonably cooperate in the defense of the Infringement Claim at Esri's request and expense.

B.5.5 This section sets forth the entire obligation of Esri, its authorized distributor, and its licensors regarding any Claim for which Esri must indemnify Customer.

ARTICLE B.6—INSURANCE

If Esri is providing Services, Esri will carry, at a minimum, the following coverage:

- a. Comprehensive general liability or commercial general liability with a minimum coverage of \$1,000,000.00 (US dollars) combined single limit per occurrence for bodily injury, including death, and property damage liability to include the following:
 1. Premises and operations;
 2. Blanket contractual liability;
 3. Broad form property damage;
 4. Independent contractors;
 5. Personal injury, with employee exclusion deleted; and
 6. Completed operations.
- b. Workers' compensation insurance, with waiver of subrogation, in an amount that complies with statutory limits.

ARTICLE B.7—SECURITY AND COMPLIANCE

B.7.1 Security. Esri publishes its security capabilities at <http://trust.arcgis.com>. Customer may give Esri personnel access to Customer systems or to Customer or third-party personal information, controlled information, or sensitive data if access is essential for Esri's performance of Services and if Esri expressly agrees to such access. Esri will use reasonable administrative, technical, and physical safeguards to protect such data and guard against unauthorized access. Customer bears responsibility to (i) confirm that Esri's published security and privacy controls meet all applicable legal requirements for protection of Customer Content and (ii) upload or share Customer Content through Cloud Services only when it is legal to do so. Esri is not responsible to review Customer Content to ensure compliance with applicable laws and regulations. Customer must contact Esri at securesupport@esri.com for further instruction before providing any Customer Content that requires security measures other than Esri's published security capabilities.

B.7.2 Malicious Code. Esri will use commercially reasonable efforts to ensure that Esri Offerings will not transmit any Malicious Code to Customer. Esri is not responsible for Malicious Code that Customer introduces to Esri Offerings or that is introduced through Third-Party Content.

B.7.3 Export Compliance. Each party will comply with all applicable export laws and regulations, including the US Department of Commerce's Export Administration Regulations (EAR), the US Department of State's International Traffic in Arms Regulations (ITAR), and other applicable export laws. Customer will not export, reexport, transfer, release, or otherwise dispose of, in whole or in part, or permit access to or transfer or use of Services or Esri Offerings to any United States embargoed countries or denied entities or persons except in accordance with all then-current applicable US government export laws and regulations. Customer will not export, reexport, transfer, or use Services or Esri Offerings for certain missile, nuclear, chemical, or biological activities or end uses without proper authorization from the US government. Customer shall immediately notify Esri in writing if any US government entity or agency denies, suspends, or revokes Customer's export privileges. Customer will not upload, store, or process in Cloud Services any Customer Content that (i) has an Export Control Classification Number (ECCN) other than EAR99 or (ii) is controlled for export from the United States under ITAR. Customer will notify Esri in advance if Esri's performance of any Services or provision of any Esri Offerings is related to any defense article, defense service, or technical data, as defined under the ITAR Sections 120.6, 120.9, and 120.10, respectively; Esri will not perform any such Services or provide any such Esri Offerings until Esri obtains any

necessary export license from the US government. Customer will reasonably assist Esri in applying for and obtaining an export license if needed.

B.7.4 Privacy. Esri will process personal data according to the terms of the Data Processing Addendum available at <https://www.esri.com/en-us/privacy/privacy-gdpr>.

ARTICLE B.8—CLOUD SERVICES

B.8.1 Prohibited Uses. Customer shall not provide Customer Content or otherwise access or use Cloud Services in a manner that

- a. Creates or transmits spam, spoofings, or phishing email or offensive or defamatory material; or stalks or makes threats of physical harm;
- b. Stores or transmits any Malicious Code;
- c. Violates any law or regulation;
- d. Infringes or misappropriates the rights of any third party;
- e. Probes, scans, or tests the vulnerability of Cloud Services or breach any security or authentication measures used by Cloud Services without written approval from Esri's product security officer; or
- f. Benchmarks the availability, performance, or functionality of Cloud Services for competitive purposes.

B.8.2 Service Interruption. System failures or other events beyond Esri's reasonable control may interrupt Customer's access to Cloud Services. Esri may not be able to provide advance notice of such interruptions.

B.8.3 Customer Content

- a. Customer grants Esri and its subcontractors a nonexclusive, nontransferable, worldwide right to host, run, modify, and reproduce Customer Content as needed to provide Cloud Services to Customer. Esri will not access, use, or disclose Customer Content without Customer's written permission except as reasonably necessary to support Customer's use of Cloud Services. Except for the limited rights granted to Esri under this Agreement, Customer retains all its rights, title, and interest in the Customer Content.
- b. If Customer accesses Cloud Services with an application provided by a third party, Esri may disclose Customer Content to such third party as necessary to enable interoperation between the application, Cloud Services, and Customer Content.
- c. Esri may disclose Customer Content if required to do so by law or regulation or by order of a court or other government body, in which case Esri will reasonably attempt to limit the scope of disclosure.
- d. When Customer's use of Cloud Services ends, Esri will either
 - (i) Make Customer Content available to Customer for download for a period of 30 days unless Customer requests a shorter window of availability or Esri is legally prohibited from doing so; or
 - (ii) Download all Customer Content in Esri's possession to a medium of Customer's choosing and deliver such Customer Content to Customer.

Esri will have no further obligations to store or return Customer Content at the conclusion of the Cloud Services.

B.8.4 Removal of Customer Content. Esri may remove or delete Customer Content if there is reason to believe that uploading Customer Content to or using it with Cloud Services materially violates this Agreement. If reasonable under these circumstances, Esri will notify Customer before removing Customer Content. Esri will respond to any Digital Millennium Copyright Act takedown notices in accordance with Esri's copyright policy, available at www.esri.com/legal/dmca_policy.

B.8.5 Service Suspension. Esri may suspend access to Cloud Services (i) if Customer materially breaches this Agreement and fails to timely cure the breach; (ii) if Esri reasonably believes that Customer's use of Cloud Services will subject Esri to immediate liability or adversely affect the integrity, functionality, or usability of the Cloud Services; (iii) for scheduled maintenance; (iv) to enjoin a threat or attack on Cloud Services; or (v) if Cloud Services become prohibited by law or regulated to a degree that continuing to provide them would impose a

commercial hardship. When feasible, Esri will notify Customer of any Cloud Services suspension beforehand and give Customer reasonable opportunity to take remedial action.

Esri is not responsible for any damages, liabilities, or losses that may result from any interruption or suspension of Cloud Services or removal of Customer's content as described above.

B.8.6 Notice to Esri. Customer will promptly notify Esri if Customer becomes aware of any unauthorized use of Customer's subscription or any other breach of security regarding Cloud Services.

ARTICLE B.9—GENERAL PROVISIONS

B.9.1 Payment. Customer will pay each correct invoice no later than 30 days after receipt and will remit payment to the address stated on the invoice. Customers outside the United States will pay the distributor's invoices in accordance with the distributor's payment terms.

B.9.2 Feedback. Esri may freely use any feedback, suggestions, or requests for Product improvement that Customer provides to Esri.

B.9.3 Patents. Customer may not seek, and may not permit any other user to seek, a patent or similar right worldwide that is based on or incorporates any Products. This express prohibition on patenting will not apply to Customer's software and technology except to the extent that Products, or any portion thereof, are part of any claim or preferred embodiment in a patent application or a similar application.

B.9.4 Restrictions on Solicitation. Neither party will solicit for hire any employee of the other party who is associated with the performance of Services during the performance of the Services and for a period of 1 year thereafter. This does not restrict either party from publicly advertising positions for hire in newspapers, professional magazines, or Internet postings.

B.9.5 Taxes and Fees; Shipping Charges. Pricing of Esri Offerings and Services that Esri quotes to Customer is exclusive of any and all applicable taxes or fees including, but not limited to, sales tax, use tax, or value-added tax (VAT); customs, duties, or tariffs; shipping and handling charges; and vendor enrollment fees. Esri will add any fees that it is required to pay to the total amount of its invoice to Customer. Esri may include estimated taxes and shipping and handling charges in its quotations but may adjust these fees on invoicing. For Customers outside the United States, the distributor may quote taxes or fees in accordance with its own policies.

B.9.6 Compliance Review. Customer will keep accurate and complete records and accounts pertaining to its compliance with its obligations under this Agreement. Esri or its authorized distributor may conduct a compliance review of these records and accounts with no less than 14 business days' written notice or may appoint an independent third party to conduct such a compliance review on its behalf. Customer will promptly correct any noncompliance identified during the compliance review. Neither Esri nor Esri's distributor may conduct a compliance review of Customer within 12 months after the conclusion of any prior compliance review that does not reveal any material Customer noncompliance.

B.9.7 No Implied Waivers. The failure of either party to enforce any provision of this Agreement is not a waiver of the provisions or of the right of such party thereafter to enforce that or any other provision.

B.9.8 Severability. If any provision of this Agreement is held to be unenforceable for any reason, (i) such provision will be reformed only to the extent necessary to make the intent of the language enforceable, and (ii) all other provisions of this Agreement will remain in effect.

B.9.9 Successor and Assigns. Customer will not assign, sublicense, or transfer Customer's rights or delegate Customer's obligations under this Agreement without Esri's and its authorized distributor's prior written consent, and any attempt to do so without consent will be void. This Agreement will be binding on the respective successors and assigns of the parties to this Agreement. Notwithstanding, a contractor under contract to the government to deliver Products may assign this Agreement and Products acquired for delivery to its government customer upon written notice to Esri, provided the government customer assents to the terms of this Agreement.

Upon mutual agreement, Esri's Affiliates may provide Services under the terms of this Agreement; in such cases, the Ordering Documents will identify the Affiliate as the party that provides the Services. Esri's distributors are not Affiliates of Esri.

B.9.10 Survival of Terms. The Glossary of Terms and provisions of the following Articles of these General Terms and Conditions will survive the expiration or termination of this Agreement: "Limited Warranties and Disclaimers," "Limitation of Liability," "Indemnifications," and "General Provisions."

B.9.11 US Government Customer. The Products are commercial items, developed at private expense, provided to Customer under this Agreement. If Customer is a US government entity or US government contractor, Esri licenses or provides subscriptions to Customer in accordance with this Agreement under FAR Subparts 12.211/12.212 or DFARS Subpart 227.7202. Esri Data and Online Services are licensed or subscribed under the same DFARS Subpart 227.7202 policy as commercial computer software for acquisitions made under DFARS. Products are subject to restrictions, and this Agreement strictly governs Customer's use, modification, performance, reproduction, release, display, or disclosure of Products. Agreement provisions that are inconsistent with federal law regulation will not apply. A US government Customer may transfer Software to any of its facilities to which it transfers the computer(s) on which it has installed such Software. If any court, arbitrator, or board holds that a US government Customer has greater rights to any portion of Products under applicable public procurement law, such rights will extend only to the portions affected. ArcGIS Online has been granted FedRAMP tailored low authorization but does not meet higher security requirements including those found in DFARS 252.239-7010.

B.9.12 Governing Law. This Agreement is not subject to the United Nations Convention on Contracts for the International Sale of Goods.

- a. **Government Entities.** If Customer is a government entity, the applicable laws of Customer's jurisdiction govern this Agreement.
- b. **Nongovernment Entities.** US federal law and the law of the State of California exclusively govern this Agreement, excluding their respective choice of law principles.

B.9.13 Dispute Resolution. The parties will use the following dispute resolution processes:

- a. **Equitable Relief.** Either party will have the right to seek an injunction, specific performance, or other equitable relief in any court of competent jurisdiction without the requirement of posting a bond or proving injury as a condition for relief.
- b. **US Government Agencies.** This Agreement is subject to the Contract Disputes Act of 1978, as amended (41 USC 601–613).
- c. **Other Government Entities.** Esri will comply with mandatory dispute resolutions under applicable law.
- d. **Arbitration.** Except as noted above, the parties will submit to binding arbitration to resolve any dispute arising out of or relating to this Agreement that cannot be settled through negotiation. If Customer is in the United States or one of its territories or outlying areas, the Commercial Arbitration Rules of the American Arbitration Association will govern the arbitration proceedings. If Customer is outside the United States, the Rules of Arbitration of the International Chamber of Commerce will govern the proceedings. The parties will select a single arbitrator in accordance with the applicable arbitration rules. The language of the arbitration will be English. Arbitration will be at an agreed-upon location. Either party will, at the request of the other, make available documents or witnesses relevant to the major aspects of the dispute.

B.9.14 Force Majeure. A party will not be liable for any failure of or delay in the performance of this Agreement for the period that such failure or delay is due to causes beyond the party's reasonable control. Such causes may include, but are not limited to, acts of God, war, strikes, labor disputes, cyber attacks, laws, regulations, government orders, or any other force majeure event.

B.9.15 Independent Contractor. Esri is and at all times will be an independent contractor. Nothing in this Agreement creates an employer/employee, principal/agent, or joint venture relationship between Esri or its authorized distributor and Customer. No party has any authority to enter into contracts on behalf of another party or otherwise act on behalf of another party.

B.9.16 Notice. Customer may send notices required under this Agreement to Esri at the following address:

Environmental Systems Research Institute, Inc.
Attn.: Contracts and Legal Department
380 New York Street
Redlands, CA 92373-8100
USA
Tel.: 909-793-2853
Email: LegalNotices@esri.com

ATTACHMENT C
SAMPLE TASK ORDER
 Esri Agreement No. _____
 Task Order No. _____

In accordance with the terms and conditions of the above-referenced Agreement between Environmental Systems Research Institute, Inc. ("Esri"), and _____ ("Customer"), _____ ("Customer Address"), this Task Order authorizes preparation and provision of the Deliverables described and in accordance with the terms, schedule, and start/end date(s) specified below.

1. Scope of Work: *[As applicable, specifically identify and describe Deliverables including custom code, map data, technical data (including technical assistance), and the resources to be provided by Customer (including Customer-supplied personnel, software, hardware, and digital or hard-copy data) and place of delivery and location where technical assistance will be provided.]*

In addition to the foregoing, Customer agrees that its employees, representatives, and subcontractors will cooperate and communicate with Esri during performance of this Task Order. Without cost to Esri, Customer shall provide, allow access to, or assist Esri in obtaining all data Esri requests for performance of this Task Order, including, but not limited to, (1) copies of previously prepared reports, maps, plans, surveys, records, and other documents in the control or possession of Customer and (2) copies of ordinances, codes, regulations, or other governmental documents.

2. Contract Type: *[Firm Fixed Price (FFP) or Time and Materials (T&M)]*:
 3. Total Task Order Value (if FFP) or Not-to-Exceed Value (if T&M):
 4. Customer Address for the Receipt of Esri Invoices:
 5. Delivery Schedule or Start/End Date(s) for Each Deliverable:
 6. Special Considerations:
 7. Esri Project Manager: *[insert name, telephone, fax, and email address]*
 Esri Senior Contract Administrator: *[insert name, telephone, fax, and email address]*
 Customer Project Manager: *[insert name, telephone, fax, and email address]*
 Customer Senior Contract Administrator: *[insert name, telephone, fax, and email address]*
 Customer Accounts Payable Contact: *[insert name, telephone, fax, and email address]*

ACCEPTED AND AGREED:

[sample only—do not sign]
 (Customer)

Signature: [sample only—do not sign]

Printed Name: _____

Title: _____

Date: _____

ENVIRONMENTAL SYSTEMS
 RESEARCH INSTITUTE, INC.
 (Esri)

Signature: [sample only—do not sign]

Printed Name: _____

Title: _____

Date: _____

Attachment: Agreement (6248 : GIS Software Licenses and Maintenance Services)

**ATTACHMENT D
TIME AND MATERIALS RATE SCHEDULE**

See Quotation for Pricing.

Attachment: Agreement (6248 : GIS Software Licenses and Maintenance Services)



Information Technology

1401 Main St., Suite 1000 | Columbia, South Carolina 29201
Phone: 803-737-4210 | Fax: 803-737-4228

TO: Legal Review

FROM: SungJun Kim, GIS Administrator

RE: ESRI Software Maintenance Contract

DATE: October 9, 2019

Attached please find the referenced document for a three-year software agreement with the City of Columbia and Environment Systems Research Institute, Inc.

- ☒ Review and comment by: the policy timeframe
- ☐ Other (specify reason/action requested)
- ☐ **RUSH** review requested because

My concerns are

Attachment(s)

APPROVED AS TO FORM

[Signature] 10/10/2019

Legal Department City of Columbia, SC

Attachment: Agreement (6248 : GIS Software Licenses and Maintenance Services)

Matter No.:	1900320	7.b
Attorney:	21 MP	
Date In:	10/9/19	
File No.:		
Date Out:		

Preston, Roxanna L

From: Colbert, Teresa
Sent: Wednesday, October 09, 2019 9:02 AM
To: Legal Review
Subject: ESRI Software Maintenance Contract
Attachments: ESRI.DOC; City of Columbia Enterprise Agreement.pdf



Teresa M. Colbert
Information Technology Department
1401 Main Street
Columbia, SC 29201
teresa.colbert@columbiasc.gov

APPROVED AS TO FORM

10-10-2019
Legal Department City of Columbia, SC

Attachment: Agreement (6248 : GIS Software Licenses and Maintenance Services)



We Are Columbia

MEETING DATE: October 20, 2020

DEPARTMENT: Procurement and Contracts

FROM: *Sandra Wright, Purchasing Agent*

SUBJECT: Council is asked to approve a Contract for Maintenance of EnerGov Software, as requested by the Budget & Program Management Office. Award to Tyler Technologies, Inc., in the amount of \$123,480.00. This vendor is located in Duluth, GA.

REQUISITION NO.: R206347

FUNDING SOURCE & ORIGINAL BUDGET: Funding Source: Engineering (5511701-638200) \$19,866.03; Stormwater (5534202-638200) \$3,199.40; Finance/Business License (1014303-638200) \$37,344.05; Legal/Parking/Planning and Development Services/Public Works (1014101-638200) \$34,675.48; Police (1012402-638200) \$28,395.04. The original budget amount is \$142,600.00.

CLEAN WATER 2020?: No

FOCUS AREAS: Innovative & High Quality Municipal Services

This request is for maintenance of EnerGov software for various departments in the City. This includes EnerGov e-Reviews, EnerGov IG Workforce Apps, EnerGov View Only Licenses (All Suites) and Tyler GIS.

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:

- Final.Agreement.EnerGov.TylerTechnologies.Columbia SC Replacement Agreement (PDF)



LICENSE AND SERVICES AGREEMENT

This License and Services Agreement is made between Tyler Technologies, Inc. and Client.

WHEREAS, Client and Tyler are parties to a prior license and services agreement, dated August 20, 2011, as amended, by which Client licensed certain software products from Tyler and purchased certain services from Tyler and Tyler provided said license and services in accordance therewith (the "Initial Agreement");

WHEREAS, Client and Tyler desire to replace the Initial Agreement with updated terms to reflect the nature of their ongoing relationship;

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 License and Services 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.
- **"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 Named Users"** means the number of named users that are authorized to use the EnerGov labeled modules. The Defined Named Users for the Agreement are as identified 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 July 1, 2020.
- **"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.
- **"Initial Agreement"** means our prior agreement by which we licensed Tyler Software to you and performed certain services related thereto.
- **"Investment Summary"** means the agreed upon cost proposal for the software, 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.
- **“Maintenance and Support Agreement”** means the terms and conditions governing the provision of maintenance and support services to all of our customers. A copy of our current Maintenance and Support Agreement is attached 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 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 Software, as applicable and attached as 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 – SOFTWARE LICENSE

1. Termination of the Initial Agreement.

1.1 As of the Effective Date, the Initial Agreement is hereby terminated by mutual agreement of the parties. The parties’ relationship shall be governed solely by the terms of this Agreement.

2. License Grant and Restrictions.

2.1 We grant to you a license to use the Tyler Software for your internal business purposes only, in the scope of the internal business purposes disclosed to us as of the Effective Date. With respect to the “Energov” labeled modules, such use shall be limited to the number of Defined Named Users, as defined herein. You may make copies of the Tyler Software for backup and testing purposes, so long as such copies are not used in production and the testing is for internal use only. Your rights to use the Tyler Software are perpetual but may be revoked if you do not comply with the terms of this Agreement. To the extent Client purchases MyGovPay/Virtual Pay, additional terms and conditions related to those applications are set forth at Exhibit D.

2.2 The Documentation is licensed to you and may be used and copied by your employees for internal, non-commercial reference purposes only.

2.3 You may not: (a) transfer or assign the Tyler Software to a third party; (b) reverse engineer, decompile, or disassemble the Tyler Software; (c) rent, lease, lend, or provide commercial

hosting services with the Tyler Software; or (d) publish or otherwise disclose the Tyler Software or Documentation to third parties.

- 2.4 The license terms in this Agreement apply to updates and enhancements we may provide to you or make available to you through your Maintenance and Support Agreement.
- 2.5 The right to transfer the Tyler Software to a replacement hardware system is included in your license. You will give us advance written notice of any such transfer and will pay us for any required or requested technical assistance from us associated with such transfer.
- 2.6 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.
- 2.7 We reserve all rights not expressly granted to you in this Agreement. The Tyler Software and Documentation are protected by copyright and other intellectual property laws and treaties. We own the title, copyright, and other intellectual property rights in the Tyler Software and the Documentation. **The Tyler Software is licensed, not sold.**
3. License Fees. There shall be no further license fees owed by you for the Tyler Software you licensed purchased under the Initial Agreement. Should you license additional Tyler Software through this Agreement or by subsequent amendment thereto, you agree to pay us the license fees in the amounts set forth in the applicable Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy.
4. Escrow. We maintain an escrow agreement with a third party under which we place the source code for each major release of the Tyler Software. You may be added as a beneficiary to the escrow agreement by completing a standard beneficiary enrollment form and paying the applicable annual beneficiary fee. You will be responsible for maintaining your ongoing status as a beneficiary, including payment of the then-current annual beneficiary fees. Release of source code for the Tyler Software is strictly governed by the terms of the escrow agreement.
5. Limited Warranty. We warrant that the Tyler Software will be without Defect(s) as long as you have a Maintenance and Support Agreement in effect. If the Tyler Software does not perform as warranted, we will use all reasonable efforts, consistent with industry standards, to cure the Defect as set forth in the Maintenance and Support Agreement.

SECTION C – PROFESSIONAL SERVICES

1. Services. We will provide you the various implementation-related services itemized in the Investment Summary, if any.

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. We make all reasonable efforts to schedule our personnel for travel, including arranging travel reservations, at least two (2) weeks in advance of commitments. Therefore, if you cancel services less than two (2) weeks in advance (other than for Force Majeure or breach by us), you will be liable for all (a) non-refundable expenses incurred by us on your behalf, and (b) daily fees associated with cancelled professional services if we are unable to reassign our personnel. We will make all reasonable efforts to reassign personnel in the event you cancel within two (2) 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. You further agree to provide a reasonably suitable environment, location, and space for the installation of the Tyler Software and any Third Party Products, including, without limitation, sufficient electrical circuits, cables, and other reasonably necessary items required for the installation and operation of the Tyler Software and any Third Party Products.
7. 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).
8. 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.

SECTION D – MAINTENANCE AND SUPPORT

If you have purchased ongoing maintenance and support services, and continue to make timely payments for them according to our Invoicing and Payment Policy, we will provide you with maintenance and support services for the Tyler Software under the terms of our standard Maintenance and Support Agreement.

If you have opted not to purchase ongoing maintenance and support services for the Tyler Software, the Maintenance and Support Agreement does not apply to you. Instead, you will only receive ongoing maintenance and support on the Tyler Software on a time and materials basis. In addition, you will:

- (i) receive the lowest priority under our Support Call Process;
- (ii) be required to purchase new releases of the Tyler Software, including fixes, enhancements and patches;
- (iii) be charged our then-current rates for support services, or such other rates that we may consider necessary to account for your lack of ongoing training on the Tyler Software;
- (iv) be charged for a minimum of two (2) hours of support services for every support call; and
- (v) not be granted access to the support website for the Tyler Software or the Tyler Community Forum.

SECTION E – THIRD PARTY PRODUCTS

To the extent there are any Third Party Products set forth in the Investment Summary, the following terms and conditions will apply:

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. Upon payment in full of the Third Party Software license fees, you will receive a non-transferable license to use the Third Party Software and related documentation for your internal business purposes only. Your license rights to the Third Party Software will be governed by the Third Party Terms.
 - 2.1 We will install onsite the Third Party Software. The installation cost is included in the installation fee in the Investment Summary.
 - 2.2 If the Developer charges a fee for future updates, releases, or other enhancements to the Third Party Software, you will be required to pay such additional future fee.
 - 2.3 The right to transfer the Third Party Software to a replacement hardware system is governed by the Developer. You will give us advance written notice of any such transfer and will pay us for any required or requested technical assistance from us associated with such transfer.
3. Third Party Products Warranties.

- 3.1 We are authorized by each Developer to grant or transfer the licenses 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.
5. Maintenance. If you have a Maintenance and Support Agreement in effect, you may report defects and other issues related to the Third Party Software directly to us, and we will (a) directly address the defect or issue, to the extent it relates to our interface with the Third Party Software; and/or (b) facilitate resolution with the Developer, unless that Developer requires that you have a separate, direct maintenance agreement in effect with that Developer. In all events, if you do not have a Maintenance and Support Agreement in effect with us, you will be responsible for resolving defects and other issues related to the Third Party Software directly with the Developer.

SECTION F – INVOICING AND PAYMENT; INVOICE DISPUTES

1. Invoicing and Payment. We will invoice you for all fees set forth in the Investment Summary per our Invoicing and Payment Policy, subject to Section F(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 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 G – TERMINATION

1. 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 F(2).

- 1.1 For Cause. If you believe we have materially breached this Agreement, you will invoke the Dispute Resolution clause set forth in Section I(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 I(3).
- 1.2 Force Majeure. Either party has the right to terminate this Agreement if a Force Majeure event suspends performance of this Agreement for a period of forty-five (45) days or more.
- 1.3 Lack of Appropriations. If you should not appropriate or otherwise receive funds sufficient to purchase, lease, operate, or maintain the software or services set forth in this Agreement, 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 license and other fees. You agree not to use termination for lack of appropriations as a substitute for termination for convenience.
- 1.4 Term and General Termination. This Agreement shall be effective as of the Effective Date and shall continue until terminated by either party. Either party may terminate this Agreement at any time upon thirty (30) days prior written notice to the other party.

SECTION H – 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 H(1) will not apply to the extent the claim or adverse final judgment is based on your: (a) use of a previous version of the Tyler Software and the claim would have been avoided had you installed and used the current version of the Tyler Software, and we provided notice of that requirement to you; (b) combining the Tyler Software with any product or device not provided, contemplated, or approved by us; (c) altering or modifying the Tyler Software, including any modification by third parties at your direction or otherwise permitted by you; (d) use of the Tyler Software in contradiction of this Agreement, including with non-licensed third parties; or (e) willful infringement, including use of the Tyler Software after we notify you to discontinue use due to such a claim.
- 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; (c) replace it with a functional equivalent; or (d) terminate your license and refund the license fees paid for the infringing Tyler Software, as depreciated on a straight-line basis measured over seven (7) years from the Effective Date of the Initial Agreement. We will pursue those options in the order listed herein. 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.

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.

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 THE THEN-CURRENT ANNUAL MAINTENANCE AND SUPPORT FEE. 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 H(1) AND H(2).

5. **EXCLUSION OF CERTAIN DAMAGES.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER, EVEN IF SAID PARTY HAS 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 I – GENERAL TERMS AND CONDITIONS

1. Additional Products and Services. 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. 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.
3. Taxes. Unless otherwise expressly indicated therein, 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.
4. 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.
5. 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.
6. Subcontractors. We will not subcontract any services under this Agreement without your prior written consent, not to be unreasonably withheld.

7. 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.
8. 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.
9. 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.
10. 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.
11. 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.
12. 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.
13. Independent Contractor. We are an independent contractor for all purposes under this Agreement.
14. 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.

15. Client Lists. You agree that we may identify you by name in client lists, marketing presentations, and promotional materials.
16. 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.
17. 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.
18. 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.
19. 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 | Maintenance and Support 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

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Address for Notices:

Tyler Technologies, Inc.
One Tyler Drive
Yarmouth, ME 04096
Attention: Chief Legal Officer

Address for Notices:

City of Columbia
PO Box 147
Columbia, SC 29217
Attention: _____

APPROVED AS TO FORM



Legal Department City of Columbia, SC

10/8/20

Attachment: Final.Agreement.EnerGov.TylerTechnologies.Columbia SC Replacement Agreement (6127 : EnerGov Software)



Exhibit A

Investment Summary

The following Investment Summary details the software, products, and services to be delivered by us to you under the Agreement. This Investment Summary is effective as of the Effective Date. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

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Quoted By: Josh McKelvey
Date: 9/14/2020
Quote Expiration: 11/23/2020
Quote Name: City of Columbia, SC - EG - Agreement Re-Write
Quote Number: 2020-110382-2
Quote Description: EnerGov Enterprise - On Prem Agreement Re-Write

Sales Quotation For

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

EnerGov Software

Description	License	Users/Units	Module Total	Year One Maintenance
Core Software:				
EnerGov Business Management Suite	\$2,999.00	20	\$59,980.00	\$18,500.00
EnerGov Community Development Suite	\$2,999.00	63	\$188,937.00	\$52,227.00
EnerGov View Only Licenses (All Suites)	\$699.00	10	\$6,990.00	\$1,400.00
Extensions:				
EnerGov Citizen Self Service - Business Management	\$29,999.00	1	\$29,999.00	\$9,778.00
EnerGov Citizen Self Service - Community Development	\$29,999.00	1	\$29,999.00	\$9,778.00
EnerGov Credit Card Payment API	\$7,999.00	1	\$7,999.00	\$1,600.00
EnerGov e-Reviews	\$59,999.00	1	\$59,999.00	\$12,000.00
EnerGov IG Workforce Apps	\$999.00	38	\$37,962.00	\$7,600.00
EnerGov IG Workforce Apps	\$999.00	3	\$2,997.00	\$600.00
EnerGov My GovPay	\$0.00	1	\$0.00	\$0.00
EnerGov VirtualPay	\$0.00	1	\$0.00	\$0.00
Tyler GIS	\$35,000.00	1	\$35,000.00	\$7,000.00
Sub-Total:			\$459,862.00	\$120,483.00

EnerGov Software

Description	License	Users/Units	Module Total	Year One Maintenance
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Less Discount: **\$456,865.00**
TOTAL: **\$2,997.00** **\$120,483.00**

Summary

One Time Fees Recurring Fees

Total Tyler Software	\$2,997.00	\$120,483.00
Total Tyler Services	\$0.00	\$0.00
Total 3rd Party Hardware, Software and Services	\$0.00	\$0.00
Summary Total	\$2,997.00	\$120,483.00
Contract Total	\$123,480.00	

Unless otherwise indicated in the contract or amendment thereto, pricing for optional items will be held for six (6) months from the Quote date or the Effective Date of the contract, whichever is later.

Customer Approval: _____ Date: _____

Print Name: _____ P.O. #: _____

All primary values quoted in US Dollars

EnerGov Discount Detail

Description	License	License Discount	License Net	Maintenance Basis	Year One Maintenance Discount	Year One Maintenance Net
EnerGov Business Management Suite	\$59,980.00	\$59,980.00	\$0.00	\$18,500.00	\$0.00	\$18,500.00
EnerGov Citizen Self Service - Business Management	\$29,999.00	\$29,999.00	\$0.00	\$9,778.00	\$0.00	\$9,778.00
EnerGov Citizen Self Service - Community Development	\$29,999.00	\$29,999.00	\$0.00	\$9,778.00	\$0.00	\$9,778.00
EnerGov Community Development Suite	\$188,937.00	\$188,937.00	\$0.00	\$52,227.00	\$0.00	\$52,227.00
EnerGov Credit Card Payment API	\$7,999.00	\$7,999.00	\$0.00	\$1,600.00	\$0.00	\$1,600.00

020-110382-2 - EnerGov Enterprise - On Prem Agreement Re-Write

CONFIDENTIAL

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EnerGov Discount Detail

Description	License	License Discount	License Net	Maintenance Basis	Year One Maintenance Discount	Year One Maintenance Net
EnerGov e-Reviews	\$59,999.00	\$59,999.00	\$0.00	\$12,000.00	\$0.00	\$12,000.00
EnerGov IG Workforce Apps	\$37,962.00	\$37,962.00	\$0.00	\$7,600.00	\$0.00	\$7,600.00
EnerGov IG Workforce Apps	\$2,997.00	\$0.00	\$2,997.00	\$600.00	\$0.00	\$600.00
EnerGov My GovPay	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
EnerGov View Only Licenses (All Suites)	\$6,990.00	\$6,990.00	\$0.00	\$1,400.00	\$0.00	\$1,400.00
EnerGov VirtualPay	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Tyler GIS	\$35,000.00	\$35,000.00	\$0.00	\$7,000.00	\$0.00	\$7,000.00
TOTAL:	\$459,862.00	\$456,865.00	\$2,997.00	\$120,483.00	\$0.00	\$120,483.00

Comments

EnerGov e-Reviews requires Bluebeam Studio Prime, at an estimated yearly subscription cost of \$3,000/100 users. Further pricing detail is available by contacting Bluebeam at <https://www.bluebeam.com/solutions/studio-prime>

As a new Tyler client, you are entitled to a 30-day trial of the Tyler Detect cybersecurity service. Please reference <https://www.tyler-tech.com/services/tyler-detect> for more information on the service and contact CybersecuritySales@tyler-tech.com to initiate the trial.

The above investment summary is only intended to provide clarification as to what licenses have been purchased in the past, and to document maintenance fees for the previously purchased on-prem software licenses moving forward.

License fees invoiced upon approval of the new agreement. Maintenance Fees invoiced annually. Invoice net 30.

Modules/Licenses Included:

EnerGov Community Development - 50 Concurrent Users, 13 Named Users

- Permit
- Plan
- Code
- Request
- Inspection
- Project
- Application
- Object
- Impact

EnerGov Business Management - 15 Concurrent Users, 5 Named Users

- Business
- Business License
- Professional License
- Tax Remittance
- Rental Property

EnerGov View Only License - 10

eReviews - Site License

iG Workforce - 41 Named Users (38 previous, 3 new)

- iG Inspect
- iG Enforce



Exhibit B Invoicing and Payment Policy

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

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

1. Tyler Software.

1.1 *License Fees:* License fees, if any, are invoiced as follows: 100% on the Effective Date.

1.2 *Maintenance and Support Fees:* Year 1 maintenance and support fees are due on July 1, 2020. To the extent you have paid maintenance fees under the Initial Agreement for a period of time the extends beyond the July 1, 2020, you will receive a credit for those fees prorated from July 1, 2020 through the end of the maintenance period for which you paid fees. Such credit shall be applied to the Year 1 maintenance and support fees due on July 1, 2020 pursuant to this paragraph. Notwithstanding the foregoing, year over year maintenance fee increases for Year 1 shall not exceed 3.5% and for Year 2 through Year 5 shall not exceed four (4) percent. Subsequent annual maintenance and support fees shall be at our then current rates.

2. Professional 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 delivery of the Best Practice Recommendations, by module, and 50% upon delivery 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 the Maintenance and Support Agreement.

2.5 *Other Fixed Price Services*: Except as otherwise provided, 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.

3. Third Party Products.

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 fees for the Third Party Software, if any, is invoiced when we make that Third Party Software available to you for downloading.

3.3 *Third Party Hardware*: Third Party Hardware costs, if any, are invoiced upon delivery.

3.4 *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.

4. 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 at 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.

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 Maintenance and Support Agreement

We will provide you with the following maintenance and support services for the Tyler Software. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

1. **Term.** We provide maintenance and support services on an annual basis. The initial term commences on July 1, 2020, and remains in effect for one (1) year. The term will renew automatically for additional one (1) year terms unless terminated in writing by either party at least thirty (30) days prior to the end of the then-current term.
2. **Maintenance and Support Fees.** Your year 1 maintenance and support fees for the Tyler Software are listed in the Investment Summary, and your payment obligations are set forth in the Invoicing and Payment Policy. We reserve the right to suspend maintenance and support services if you fail to pay undisputed maintenance and support fees within thirty (30) days of our written notice. We will reinstate maintenance and support services only if you pay all past due maintenance and support fees, including all fees for the periods during which services were suspended.
3. **Maintenance and Support Services.** As long as you are not using the Help Desk as a substitute for our training services on the Tyler Software, and you timely pay your maintenance and support fees, we will, consistent with our then-current Support Call Process:
 - 3.1 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); provided, however, that if you modify the Tyler Software without our consent, our obligation to provide maintenance and support services on and warrant the Tyler Software will be void;
 - 3.2 provide support during our established support hours;
 - 3.3 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;
 - 3.4 provide you with a copy of 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
 - 3.5 provide non-Defect resolution support of prior releases of the Tyler Software in accordance with any applicable release life cycle policy.
4. **Client Responsibilities.** We will use all reasonable efforts to perform any maintenance and 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 a VPN for backup connectivity purposes.

5. Hardware and Other Systems. If you are a self-hosted customer and, in the process of diagnosing a software support issue, it is discovered that one of your peripheral systems or other software is the cause of the issue, we will notify you so that you may contact the support agency for that peripheral system. We cannot support or maintain Third Party Products except as expressly set forth in the Agreement.

In order for us to provide the highest level of software support, you bear the following responsibility related to hardware and software:

- (a) All infrastructure executing Tyler Software shall be managed by you;
 - (b) You will maintain support contracts for all non-Tyler software associated with Tyler Software (including operating systems and database management systems, but excluding Third-Party Software, if any); and
 - (c) You will perform daily database backups and verify that those backups are successful.
6. Other Excluded Services. Maintenance and support fees do not include fees for the following services: (a) initial installation or implementation of the Tyler Software; (b) onsite maintenance and support (unless Tyler cannot remotely correct a Defect in the Tyler Software, as set forth above); (c) application design; (d) other consulting services; (e) maintenance and support of an operating system or hardware, unless you are a hosted customer; (f) support outside our normal business hours as listed in our then-current Support Call Process; or (g) installation, training services, or third party product costs related to a new release. Requested maintenance and support 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.
7. Current Support Call Process. Our current Support Call Process for the Tyler Software is attached to this Exhibit C at Schedule 1.



Exhibit C Schedule 1 Support Call Process

Support Channels

Tyler Technologies, Inc. provides the following channels of software support:

- (1) Tyler Community – an on-line resource, 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.
- (2) On-line submission (portal) – for less urgent and functionality-based questions, users may create unlimited support incidents through the customer relationship management portal available at the Tyler Technologies website.
- (3) Email – for less urgent situations, users may submit unlimited emails directly to the software support group.
- (4) Telephone – for urgent or complex questions, users receive toll-free, unlimited telephone software support.

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 and other information including support contact information.
- (2) Tyler Community – available through login, Tyler Community provides a venue for clients to support one another and share best practices and resources.
- (3) Knowledgebase – A fully searchable depository of thousands of documents related to procedures, best practices, release information, and job aides.
- (4) Program Updates – where development activity is made available for client consumption

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). Clients may receive coverage across these time zones. Tyler’s holiday schedule is outlined below. There will be no support coverage on these days.

New Year’s Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Christmas Day
Labor Day	

Issue Handling

Incident Tracking

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

Incident Priority

Each incident is assigned a priority number, which corresponds to the client's needs and deadlines. The client is responsible for reasonably setting 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 responses and resolutions.

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 support incident. 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.
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 support incident. 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 support incident. 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. 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
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. Tyler shall use commercially reasonable efforts to resolve such support incidents, as well as cosmetic issues, with a future version release.

Incident Escalation

Tyler Technology's software support consists of four levels of personnel:

- (1) Level 1: front-line representatives
- (2) Level 2: more senior in their support role, they assist front-line representatives and take on escalated issues
- (3) Level 3: assist in incident escalations and specialized client issues
- (4) Level 4: responsible for the management of support teams for either a single product or a product group

If a client feels they are not receiving the service needed, they may contact the appropriate Software Support Manager. After receiving the incident tracking number, the manager will follow up on the open issue and determine the necessary action to meet the client's needs.

On occasion, the priority or immediacy of a software support incident may change after initiation. Tyler encourages clients to communicate the level of urgency or priority of software support issues so that we can respond appropriately. A software support incident can be escalated by any of the following methods:

- (1) Telephone – for immediate response, call toll-free to either escalate an incident's priority or to escalate an issue through management channels as described above.
- (2) Email – clients can send an email to software support in order to escalate the priority of an issue
- (3) On-line Support Incident Portal – clients can also escalate the priority of an issue by logging into the client incident portal and referencing the appropriate incident tracking number.

Remote Support Tool

Some support calls require further analysis of the client's database, process or setup to diagnose a problem or to assist with a question. Tyler will, at its discretion, use an industry-standard remote support tool. Support is able to quickly connect to the client's desktop 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.



Exhibit D

MyGovPay/VirtualPay and IVR

1. MyGovPay/VirtualPay Licensing. Access to MyGovPay and/or Virtual Pay is hereby granted if Customer elects to use MyGovPay or VirtualPay, products of Tyler Technologies (*Powered by Persolvent*), designed for Citizen Users to use for processing online payments.

(a) Special MyGovPay/VirtualPay Definitions.

“Merchant Agreement” means the agreement between Customer and Persolvent that provides for the Merchant Fees.

“Merchant Fees” means direct costs levied by Visa/Mastercard/Discover or other payment card companies for Interchange Fees, Dues, Assessments and Occurrence Fees, over which Tyler Technologies has no authority.

“MyGovPay” means the Product of Tyler Technologies that allows members of the public to pay for Customer’s services with a credit or other payment card on the Customer’s citizen-facing web portal.

“Persolvent” means Persolvent, formerly BankCard Services Worldwide, a Payment Card Industry (PCI) compliant processing agent through which the EnerGov Software passes credit card transactions.

“Use Fees” means the Technology Fees, Authorization Fees and Program/Convenience Fees as listed in Use Fees Table in Section 2, titled *MyGovPay/VirtualPay*.

“VirtualPay” means the Product of Tyler Technologies that allows the Customer to accept and process citizen user’s credit or other payment card using the EnerGov Software.

(b) Conditions of Use. If customer elects to use MyGovPay and/or VirtualPay the following terms apply:

- (1) Customer must apply for and agree to a Merchant Agreement with Persolvent.
- (2) Customer agrees that Citizen Users will be subject to Use Fees as listed in Use Fees table in Section 2.
- (3) Customer agrees that Use Fees are separate from and independent of Merchant Fees.
- (4) Customer agrees that this Agreement does not represent any modification to Customer’s Merchant Agreement with Persolvent.
- (5) Customer agrees that Use Fees are for use on the MyGovPay/VirtualPay online system and will not be deposited or owed to Customer in any way.
- (6) Customer agrees that MyGovPay’s and VirtualPay’s ability to assess Use Fees is dictated by the Card Associations whose rules may change at any time and for any reason. If MyGovPay and/or VirtualPay, for any reason, are unable to process payments using Use Fees, Customer agrees that MyGovPay/VirtualPay reserves the right to negotiate a new pricing model with Customer for the continued use of MyGovPay and/or VirtualPay.

2. MyGovPay/VirtualPay Fees. Customer agrees that the Use Fees set forth on the following page will apply if Customer elects to use MyGovPay/VirtualPay.

USE FEES TABLE FOLLOWS ON NEXT PAGE



Use Fees**EnerGov's MyGovPay (Online / card-not-present payments)****

	MyGovPay (Online Payments)	MyGovPay (Online Payments)
	Percentage Based Fee	+ Transaction Fee
Option 1: Government Entity Paid	2.79%	\$0.20
Option 2: Patron Paid	3.29%	N/A

***ACH processing is available for a fee of \$20 per month and \$0.30 per transaction.*

EnerGov's VirtualPay (retail card present)

	VirtualPay (Retail Payments)	Virtual Pay (Retail Payments)
	Percentage Based Fee	+ Transaction Fee
Option 1: Government Entity Paid	2.59%	\$0.15
Option 2: Patron Paid	2.99%	N/A

Patron Paid fees will be communicated as "Service Fees" to the cardholder, at the time of transaction. In the event that the average monthly transaction amount is below \$30, Contractor reserves the right to apply an additional \$0.20 service fee above the quoted rates above.

3. Interactive Voice Response ("IVR"). If IVR is selected by Customer and included in the pricing, the following additional terms and conditions shall apply of this Agreement:

- (a) Network Security. Customer acknowledges that a third-party is used by Tyler Technologies to process IVR data. Customer's content will pass through and be stored on the third-party servers and will not be segregated or in a separate physical location from servers on which other customers' content is or will be transmitted or stored.
- (b) Content. Customer is responsible for the creation, editorial content, control, and all other aspects of content to be used solely in conjunction with the EnerGov Software.
- (c) Lawful Purposes. Customer shall not use the IVR system for any unlawful purpose.
- (d) Critical Application. Customer will not use the IVR system for any life-support application or other critical application where failure or potential failure of the IVR system can cause injury, harm, death, or other grave problems, including, without limitation, loss of aircraft control, hospital life-support system, and delays in getting medicate care or other emergency services.
- (e) No Harmful Code. Customer represents and warrants that no content designed to delete, disable, deactivate, interfere with or otherwise harm any aspect of the IVR system now or in the future, shall be knowingly transmitted by Customer or Users.
- (f) IVR WARRANTY. Except as expressly set forth in this Agreement, TYLER TECHNOLOGIES MAKES NO REPRESENTATION AND EXTENDS NO WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE FOR IVR.



We Are Columbia

MEETING DATE: October 20, 2020

DEPARTMENT: Procurement and Contracts

FROM: *Sandra Wright, Purchasing Agent*

SUBJECT: Council is asked to approve the Purchase of Allen-Bradley Standard Controls and Rockwell Products and Maintenance Services for the Wastewater Treatment Plant, as requested by Columbia Water. Award to WESCO Distribution Inc., as a sole source in the amount of \$50,000.00. This vendor is located in Woodridge, IL.

REQUISITION NO.: R206392

FUNDING SOURCE & ORIGINAL BUDGET: Funding Source: Utilities Metro Wastewater Plant - Maintenance and Service Contract (5516208-638200). Additional funds in the amount of \$31,250.00 will come from Equipment Repair/Service Supply (5516208-631800). The original budget amount is \$18,750.00.

CLEAN WATER 2020?: No

FOCUS AREAS: Innovative & High Quality Municipal Services

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

ATTACHMENTS:

- WESCO Distribution_R206392 (PDF)

SOLE SOURCE AGREEMENT GOODS AND SERVICES AGREEMENT

THIS AGREEMENT, by and between the City of Columbia, South Carolina (hereinafter referred to as the "City" or "Buyer") and WESCO Distribution Inc. (hereinafter referred to as the "Seller"), for Seller to provide certain goods and 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 services described in Exhibit B, attached hereto. The description of goods and 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 services under this AGREEMENT. The Seller shall be responsible for any costs relating to 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. An option to renew or continue purchasing goods and 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 Services. The Parties may agree that Contractor perform Additional or Supplemental services as authorized by a City purchase order. Contractor must obtain written approval from the City for any Supplemental or Additional Services prior to the service being performed. If the Contractor fails to obtain prior written approval to perform the Supplemental or Additional Services, the City is under no obligation to compensate the Contractor for services performed.

4. Additional Terms and Conditions. The following terms and conditions within the City's General Purchase Order Terms and Conditions, found at <https://www.columbiasc.net/procurement-contracts/rules-regulations>, 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; Contractor'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.

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 compensation paid by the City to Seller under this AGREEMENT shall not exceed Fifty Thousand dollars and no/100 (\$50,000.00) unless authorized by the City under Section 2 of this AGREEMENT. The Seller shall submit an invoice for the sale of goods and services. Each invoice submitted must describe the items and show payment calculations. 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.

7. Ownership of Project Documents. All data, documents or other information of any description generated by or used by the Contractor 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 Contractor 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 Contractor under this AGREEMENT are matters of public record, but that the Contractor agrees that they shall only be made available to any individual or organization by the City and the Contractor shall not make them available to any individual or organization without the prior written approval of the City.

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 commencing any services under this AGREEMENT and this insurance shall remain in effect throughout the term of this AGREEMENT, and any extensions of service. Insurance shall remain in effect for the duration of the project and for a period of one (1) year after completion.

9. Warranties. Seller must provide the manufacturer's standard written warranty upon delivery of goods or materials. 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 services set forth in this AGREEMENT.

10. Termination. This AGREEMENT shall terminate upon Seller's completion of the scope of services and any City-authorized Additional or Supplemental Services. In the event that the sale of goods and services 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 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.

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

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

12. 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.

13. 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.

14. 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.

15. 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.

16. 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: _____

By: Michael J Connolly

Witness

SIGN HERE

WESCO Distribution Inc.

SIGN HEREBy: David K WalburnTitle: Inside Sales Manager - SC DistrictDate: October 6, 2020

Attachment: WESCO Distribution_R206392 (6242 : Wesco Distribution Sole Source Agreement)

Requisition # R206392JUSTIFICATION FOR
SOLE SOURCE PROCUREMENT

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

This Department proposes to procure for the Metro Wastewater Treatment Plant Division,
(1)
Allen-Bradley Standard Controls, Drives, PLC/MMI, Rockwell Software products, parts,
products, repair services, and maintenance (2)

as a sole source procurement from WESCO Distribution Inc. - Englewood Electrical Supply
(3)
based upon the following justifications Englewood Electric is currently the solely appointed
(4)
distributor authorized to sell the items above. If we use use another company outside of
EESCO (WESCO) it will void our warranty with the company. These products are used at
various Lift Stations operated by the city for the control of the pumps. The controls control
the VFDs, which control the pumps. Without these/if they go down it would be a major SSO.

This sole source is valid through June 30, 2021 Amount \$ 50,000.00

Utilities Department Signature of Department Head Date 10.02.2020

Signature of Purchasing Agent Date 10/2/2020 KSB
for Signature of Finance Director Date 10/5/2020 SIGN HERE
Signature of Asst. City Manager Date 10/05/2020
Signature of City Manager Date

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

- 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.

Attachment: WESCO Distribution_R206392 (6242 : Wesco Distribution Sole Source Agreement)

**Rockwell
Automation**

July 09, 2019

City of Columbia
Metro WWTP
1200 Simmon Tree Lane
Columbia, SC 29201

Re: Englewood Electric – Columbia, SC

Dear Mr. Michael Zeise,

This is to confirm that Englewood Electrical Supply – Columbia, SC (EESCO) currently is the solely appointed distributor authorized to sell Allen-Bradley Standard Controls, Drives, PLC/MMI and Rockwell Software products and services in the geographic area in which your facilities are located.

As a matter of Company policy, full factory product sales and support is made available only to the local authorized distributor, and it is Rockwell Automation's practice and policy to always promote and recommend the use of that distributor to customers in that geographic area. Rockwell Automation discourages the use of other non-authorized sources, including distributors who may hold an Allen-Bradley appointment in another locale.

Should you have any questions regarding the above, please do not hesitate to contact either Mike Connolly at Englewood Electrical Supply at 803.465.1211 or me at 704.287.1178.

Respectfully,

Tom Reilly
W&WW Industry Specialist, GA/NC/SC/VA
Rockwell Automation / Allen-Bradley
704-287-1178
tpreilly@ra.rockwell.com

cc: – Mike Connolly, Englewood Electric – Columbia, SC (EESCO)

Attachment: WESCO Distribution_R206392 (6242 : Wesco Distribution Sole Source Agreement)

LISTEN.
THINK.
SOLVE.



We Are Columbia

MEETING DATE: October 20, 2020

DEPARTMENT: Procurement and Contracts

FROM: *Sandra Wright, Purchasing Agent*

SUBJECT: Council is asked to approve the purchase of Valve Insertion Equipment for the Water Distribution Division, as requested by Columbia Water. Award to TEAM Industrial Services Inc., as a Sole Source in the amount of \$109,032.48. This vendor is located in Sugar Land, TX.

REQUISITION NO.: R205865

FUNDING SOURCE & ORIGINAL BUDGET: Funding Source: Utilities Water Distribution and Maintenance (5516203-625700). The original budget amount is \$109,032.48.

CLEAN WATER 2020?: No

FOCUS AREAS: Innovative & High Quality Municipal Services

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

ATTACHMENTS:

- TEAM Industrial Services_SSA_R205865 (PDF)



Department of Procurement and Contracts
1800 Main Street, 2nd Floor, Columbia, SC 29201 · Phone 803-545-3470

INTER OFFICE MEMORANDUM

TO: Ms. Teresa Wilson, City Manager

CC:

FROM: Kimberly S. Brown

SUBJECT: TEAM Industrial Services (R205865)

ASST. CITY MGR.: Mr. Clint Shealy, ACM, Operations

Emergency/Immediate: ☐ Med. Level of Urgency: ☐ Routine: ☐

ACM JUSTIFICATION:

DATE: 7/30/2020

COMMENTS:

I have enclosed the subject documentation requesting: _____ Priority Level _____

(e.g. approval, signature, ratification, information only, review & comment requested, etc.)

[Please check all applicable items below]

This request is a:

- | | |
|---|---|
| ☒ Sole Source Procurement | ☐ Emergency Procurement |
| ☐ Routine/Standard Purchase | ☐ IT related Purchase |
| ☐ Construction Contract | ☐ Professional Services Agreement |
| ☐ Construction Change Order | ☐ Contract Amendment |
| ☐ Contract Extension/Renewal | ☐ New Purchase of Non-IT related Equipment |
| ☐ PO Change / Modification Form | ☐ New Purchase of IT goods or services |

Previously procured item(s) or services: ☐ Yes or ☐ No

Budgeted item with funds readily available: ☐ Yes or ☐ No

Funds transfer will be required to procure this item or service: ☐ Yes or ☐ No

Please return to Kimberly S. Brown, Respectfully requested by Purchasing SAW

Attachments (1)

Attachment: TEAM Industrial Services_SSA_R205865 (6245 : TEAM Industrial Services Sole Source Agreement)

SOLE SOURCE AGREEMENT GOODS AND SERVICES AGREEMENT

THIS AGREEMENT, by and between the City of Columbia, South Carolina (hereinafter referred to as the "City" or "Buyer") and TEAM Industrial Services (hereinafter referred to as the "Seller"), for Seller to provide certain goods and 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 services described in Exhibit B, attached hereto. The description of goods and 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 services under this AGREEMENT. The Seller shall be responsible for any costs relating to 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. An option to renew or continue purchasing goods and 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 Services. The Parties may agree that Contractor perform Additional or Supplemental services as authorized by a City purchase order. Contractor must obtain written approval from the City for any Supplemental or Additional Services prior to the service being performed. If the Contractor fails to obtain prior written approval to perform the Supplemental or Additional Services, the City is under no obligation to compensate the Contractor for services performed.

4. Additional Terms and Conditions. The following terms and conditions within the City's General Purchase Order Terms and Conditions, found at <https://www.columbiasc.net/procurement-contracts/rules-regulations>, 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; Contractor'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.

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 compensation paid by the City to Seller under this AGREEMENT shall not exceed One Hundred Nine Thousand, Thirty-Two dollars and 48/100 (\$109,032.48) unless authorized by the City under Section 2 of this AGREEMENT. The Seller shall submit an invoice for the sale of goods and services. Each invoice submitted must describe the items and show payment calculations. 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.

7. Ownership of Project Documents. All data, documents or other information of any description generated by or used by the Contractor 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 Contractor 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 Contractor under this AGREEMENT are matters of public record, but that the Contractor agrees that they shall only be made available to any individual or organization by the City and the Contractor shall not make them available to any individual or organization without the prior written approval of the City.

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 commencing any services under this AGREEMENT and this insurance shall remain in effect throughout the term of this AGREEMENT, and any extensions of service. Insurance shall remain in effect for the duration of the project and for a period of one (1) year after completion.

9. Warranties. Seller must provide the manufacturer's standard written warranty upon delivery of goods or materials. 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 services set forth in this AGREEMENT.

10. Termination. This AGREEMENT shall terminate upon Seller's completion of the scope of services and any City-authorized Additional or Supplemental Services. In the event that the sale of goods and services 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 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.

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

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

12. 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.

13. 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.

14. 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.

15. 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.

16. 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: _____

Witness

By: _____

Title: City Manager

Date: _____

TEAM Industrial Services

By: _____

Witness

By: _____

Title: _____

Date: _____

APPROVED AS TO FORM



Legal Department City of Columbia, SC

9/22/20

Exhibit A

Requisition # R205865JUSTIFICATION 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 WATER DISTRIBUTION & MAINTENANCE Division,
(1)
VALVE INSERTION EQUIPMENT TO INSTALL THE TEAM VALVE RANGING FROM 4" TO 12" WATER MAIN SIZES.
(2)

as a sole source procurement from TEAM Industrial Services
(3)
based upon the following justifications TEAM is the only authorized vendor for InsertValve,
(4)
Parts, and Installation Equipment. QUOTE 1410PG07292020R

This sole source is valid through June 30, 2021 Amount \$ 109,032.48
UTILITY OPERATION/WATER DIST.& MAINT. [Signature] 8/26/2020
Department Signature of Department Head Date

Sandra A. Wright 09/11/2020 KSB
Signature of Purchasing Agent Date

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

[Signature]
Signature of Finance Director

9/14/2020
Date

[Signature]
Signature of Asst. City Manager

09/18/2020
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.

Attachment: TEAM Industrial Services_SSA_R205865 (6245 : TEAM Industrial Services Sole Source Agreement)

R205865
TEAM**Industrial Services**

July 1, 2020

City of Columbia-Water Distribution
4013 W. Beltline Blvd.
Columbia, SC 29204

Attention: Jeremy Yates

Subject: Sole Source Statement regarding Team's InsertValve

Dear Mr. Yates:

We are pleased to provide you the information you requested.

The United States patent numbers for the InsertValve are 6,776,184 and 7,225,827. There are 28 unique claims in these patents. Each of the patents will expire February 28, 2023.

Hence, we are qualified to ensure that the InsertValves manufactured by TEAM Industrial Services meets your specifications. In addition, TEAM Industrial Services is the sole source manufacture of Insert Valve.

Please review several of the excellent InsertValve benefits that provide value to your underground infrastructure:

- 1) The resilient wedge seats on the valve body not on the pipe
 - a. When the wedge contacts the bottom of the valve it does not put pressure on the pipe causing pipe deflection and stress
 - b. The wedge operates without pressure balancing or equalization due to its built-in wedge guides
 - c. The wedge does not need the cut or milled edge of the pipe to create a seal. Hence the rubber on the wedge will not rub or wear off as it passes in and out of the pipe.
- 2) True MJ connections allow for future downstream pipe replacement
 - a. The old pipe is not an integral part of the new InsertValve
- 3) Even if the stem breaks all the moving parts of the Insert Valve can be repaired under pressure.

We certainly appreciate your desire to procure a quality InsertValve that meets your specifications. Let us know if you need any other information.

Thank you in advance for your business.



Michael J. Mecredy
Service Line Manager – InsertValve / Water & Wastewater Markets
704-737-8825

Cc: Brad Penley – Porter Associates
Robby Ratliff – TEAM Charlotte office

August 5, 2020

City of Columbia
4013 W. Beltline Blvd.
Columbia, SC 29204

Phone: (803) 545-3895
E-mail: Jane.Grimshaw@columbiasc.gov

Attention: Jane Grimshaw

Subject: TEAM InsertValve Materials for Training Install
Quote Number: 1410PG07292020R

Dear Jane,

TEAM INDUSTRIAL SERVICES, INC. - TMS DIVISION is pleased to submit the following quotation for the below subject material. We trust the information provided is complete and sufficient for your evaluation and consideration. Should you have any questions or require additional information, please feel free to contact us anytime at 910-799-0231. We assure you of our prompt attention.

Quantity	Part Number	Description	Unit Price	Total
3	IV-0400-L	4" Insert Valve open left	\$3,800.00	\$11,400.00
5	IV-0600-L	6" Insert Valve open left	\$3,990.00	\$19,950.00
2	IV-0800-L	8" Insert Valve open left	\$5,100.00	\$10,200.00
1	IV-1000-L	10" Insert Valve open left	\$9,300.00	\$9,300.00
1	IV-1200-L	12" Insert Valve open left	\$10,950.00	\$10,950.00
		Subtotal Valves		\$61,800.00
1	IV-0600-C-2	6" Cutter	\$3,158.00	\$3,158.00
1	IV-0800-C-2	8" Cutter	\$4,602.00	\$4,602.00
4	IV-TAPM-HLD	Tapping Machine Cutter Holder	\$658.00	\$2,632.00
1	IV-PLTD-INDX	Indexable Pilot Drill 4" -8"	\$805.00	\$805.00
1	IV-PLTD-CARB	Carbide Tipped Pilot Drill 4" -8"	\$831.00	\$831.00
1	IV-TAPM	T2-36 TAPPING MACHINE	\$16,600.00	\$16,600.00
1	IV-BONIT	BONNET INSERTING TOOL 4"-12"	\$9,028.00	\$9,028.00
		Subtotal tools-equipment parts		\$37,656.00
		Total Valves - Tools -Equipment Parts		\$99,456.00
	Freight	Freight	\$1,500.00	\$1,500.00
		Sub Total		\$100,956.00
		Tax (8%)		\$8,076.48
		Total		\$109,032.48

Thank you for considering TEAM InsertValve for your live valve insertion requirements. We look forward to working with City of Columbia supporting their valve insertion needs.

Thank you
Pat Grumm
Administrative Assistant

Team Inc , 4201 Emerson Street, Wilmington, NC 28403
Phone: 910-799-0231 • Fax: 910-799-0235
www.teamindustrialservices.com

Attachment: TEAM Industrial Services_SSA_R205865 (6245 : TEAM Industrial Services Sole Source Agreement)



We Are Columbia

MEETING DATE: October 20, 2020

DEPARTMENT: Procurement and Contracts

FROM: *Sandra Wright, Purchasing Agent*

SUBJECT: Council is asked to approve the purchase of CUES Equipment Repair Services and Original Equipment Manufacturer Parts for Wastewater Maintenance, as requested by Columbia Water. Award to Elxsi dba CUES, as a Sole Source in the amount of \$145,552.49. This vendor is located in Orlando, FL.

REQUISITION NO.: R206221

FUNDING SOURCE & ORIGINAL BUDGET: Funding Source: Utilities Wastewater Maintenance - Equipment Repair/Service Supply (5516205-631800). Additional funds in the amount of \$118,552.49 will come from Auto, Trucks, Heavy Equipment Capital (5516205-658500). The original budget amount is \$27,000.00.

CLEAN WATER 2020?: No

FOCUS AREAS: Innovative & High Quality Municipal Services

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

ATTACHMENTS:

- Elxsi DBA CUES Sole Source Agreement_R206221 (PDF)
- Memo - R206221 Sole Source CUES (PDF)



Department of Procurement and Contracts
1800 Main Street, 2nd Floor, Columbia, SC 29201 · Phone 803-545-3470

INTER OFFICE MEMORANDUM

CES

TO: Ms. Teresa Wilson, City Manager

ASST. CITY MGR.: Mr. Clint Shealy, ACM, Operations

CC:

Emergency/Immediate: ☐ Med. Level of Urgency: ☐ Routine: ☐

FROM: Kimberly S. Brown

ACM JUSTIFICATION:

SUBJECT: Elxsi dba CUES Inc - Sole Source R206221 Leagl Assignment #: 20006150

DATE: 7/27/2020

COMMENTS:

I have enclosed the subject documentation requesting: Priority Level

(e.g. approval, signature, ratification, information only, review & comment requested, etc.)

[Please check all applicable items below]

This request is a:

- | | |
|---|---|
| ☒ Sole Source Procurement | ☐ Emergency Procurement |
| ☐ Routine/Standard Purchase | ☐ IT related Purchase |
| ☐ Construction Contract | ☐ Professional Services Agreement |
| ☐ Construction Change Order | ☐ Contract Amendment |
| ☐ Contract Extension/Renewal | ☐ New Purchase of Non-IT related Equipment |
| ☐ PO Change / Modification Form | ☐ New Purchase of IT goods or services |

Previously procured item(s) or services: ☐ Yes or ☐ No

Budgeted item with funds readily available: ☐ Yes or ☐ No

Funds transfer will be required to procure this item or service: ☐ Yes or ☐ No

Please return to Kimberly S. Brown, Respectfully requested by Purchasing . *SAW*

Attachments (1)

Attachment: Elxsi DBA CUES Sole Source Agreement_R206221 (6229 : Elxsi dba CUES Inc. Sole Source Agreement)

SOLE SOURCE AGREEMENT GOODS AND SERVICES AGREEMENT

THIS AGREEMENT, by and between the City of Columbia, South Carolina (hereinafter referred to as the "City" or "Buyer") and Elxsi DBA CUES (hereinafter referred to as the "Seller"), for Seller to provide certain goods and 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 services described in Exhibit B, attached hereto. The description of goods and 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 services under this AGREEMENT. The Seller shall be responsible for any costs relating to 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. An option to renew or continue purchasing goods and 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 Services. The Parties may agree that Contractor perform Additional or Supplemental services as authorized by a City purchase order. Contractor must obtain written approval from the City for any Supplemental or Additional Services prior to the service being performed. If the Contractor fails to obtain prior written approval to perform the Supplemental or Additional Services, the City is under no obligation to compensate the Contractor for services performed.

4. Additional Terms and Conditions. The following terms and conditions within the City's General Purchase Order Terms and Conditions, found at <https://www.columbiasc.net/procurement-contracts/rules-regulations>, 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; Contractor'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.

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6. Compensation. The compensation paid by the City to Seller under this AGREEMENT shall not exceed One Hundred Forty-Five Thousand, Five Hundred Fifty-Two dollars and 49/100 (\$145,552.49) unless authorized by the City under Section 2 of this AGREEMENT. The Seller shall submit an invoice for the sale of goods and services. Each invoice submitted must describe the items and show payment calculations. 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.

7. Ownership of Project Documents. All data, documents or other information of any description generated by or used by the Contractor 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 Contractor 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 Contractor under this AGREEMENT are matters of public record, but that the Contractor agrees that they shall only be made available to any individual or organization by the City and the Contractor shall not make them available to any individual or organization without the prior written approval of the City.

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.

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9. Warranties. Seller must provide the manufacturer's standard written warranty upon delivery of goods or materials. 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 services set forth in this AGREEMENT.

10. Termination. This AGREEMENT shall terminate upon Seller's completion of the scope of services and any City-authorized Additional or Supplemental Services. In the event that the sale of goods and services 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 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.

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

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

12. 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.

13. 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.

14. 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.

15. 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.

16. 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.

By: _____

Witness

By: *Anthony LeBlanc*

Witness

SIGN HERE

CITY OF COLUMBIA, SOUTH CAROLINA

By: _____

Title: City Manager

Date: _____

Elxsi DBA CUES

SIGN HERE

By: *Chad*Title: CUSTOMER SERVICE MANAGERDate: 9-22-2020

APPROVED AS TO FORM

[Signature]

Legal Department City of Columbia, SC

9/17/20

Exhibit A

Requisition # R206221JUSTIFICATION 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 Wastewater Management Division,
(1)
to procure for CUES equipment repairs and OEM parts as needed.
(2)

as a sole source procurement from Elxsi dba CUES Inc.
(3)

based upon the following justifications: Please see attachment:
(4)

This sole source is valid through 06/30/2021 Amount \$ 27,000.00 \$145,552.49 KSB

Utility Operations/WWM
Department

[Signature]
Signature of Department Head

7/1/2020

Date

Sandra A. Wright
Signature of Purchasing Agent

08/26/2020

Date

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

[Signature]
Signature of Finance Director

8/31/20

Date

[Signature]
Signature of Asst. City Manager

9/1/2020

Date

Signature of City Manager

Date

SIGN HERE

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

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

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

Attachment: Elxsi DBA CUES Sole Source Agreement_R206221 (6229 : Elxsi dba CUES Inc. Sole Source Agreement)

The City of Columbia, Wastewater Management Division, currently owns four (4) CUES units/trucks and three (3) OZ3 cameras with CPRs. CUES-Orlando is the only authorized source of genuine CUES Replacement Parts and Services and the sole manufacturer and supplier of OEM (Original Equipment Manufacturer) products/parts. Due to potential compatibility and warranty issues it is strongly recommended that non-standard parts and services are not used to avoid major damage to the electronic and other systems.

The City of Columbia would be impacted if these items were to stop working properly because it will hinder the Wastewater Division from being able to CCTV lines, and complete daily and emergency jobs.



July 1st, 2020

To: Ashley Gallentine
Columbia Water
Po Box 147
Columbia, SC 29217

Dear Ashley,

This letter is to advise that CUES-Orlando is the only authorized source of genuine CUES Replacement Parts and Service. We strongly recommend the use of genuine CUES Parts and Service due to potential compatibility problems. We have recorded instances where non-standard parts resulted in major damage to the electronic and other systems.

We appreciate your interest in CUES Equipment and look forward to being of service to you.
CUES Sole Source Statement

CUES is the sole manufacture and supplier of OEM (*Original Equipment Manufacture*) products/parts for your existing CUES TV equipment. Due to compatibility and warranty issues CUES recommends the purchase of "Original" components and parts for your existing CUES TV unit.

CUES will not be responsible for damage resulting from the use of other manufactures components or parts that are not 100% compatible with your existing CUES TV equipment.

The main benefits of CUES OEM purchases are:

1. Continuation of Warranty
2. Maintain Standardization of Equipment
3. CUES has the only fully stocked parts and service facility located within the State of Florida eliminating the need for the City to stock an expensive parts inventory or being subjected to long periods of interrupted service due to lack of spare parts.
4. 100% compatibility without modifications.

Best regards,

Abigail Burton

Lateral-launch Retro Quote



Quotation #: QWDD533
Quotation Date: September 10, 2020
Quotation Amount: \$N/A
Remit to: **Alexander M. Milley**
 CUES Regional Sales Manager -
 Southeast
 p: 407.849.0190 / c: 781.248.6559
amilley@cuesinc.com

Client: **Steve Nabholz**
 City of Columbia
 4013 W. Beltline Blvd
 Columbia, SC 29204
Stephen.Nabholz@columbiasc.gov

Steve,

In pursuance to your request, CUES is pleased to provide pricing on the CUES Multi-conductor lateral launch system. The retro-fit reflects cost to add launch equipment to the City's existing trucks.

The unit includes the same 1-year full system warranty CUES offers on all of our equipment as well as full access to extensive loaner-equipment inventory.

CUES is providing the City the following discounted pricing:

Retro-fit Existing trucks (per unit):

- Price:
 - o Truck 1: \$106,440.20
 - o Truck 2: \$109,770.82 (unit with platinum cable currently)
- Delivery: 60-90 days ARO; 3-4 weeks ARC (after receipt of chassis)
- FOB: Destination
- Terms: Net 30 days

If you have any questions, please do not hesitate to contact me at 407.849.0190, ext. #433.

Pricing is valid for 45 days.
Changes made to unit once in production
potentially incur additional cost.

Sub Total:	N/A
Software Maintenance:	\$0.00
Training (On-site):	\$0.00
Sub Total:	\$N/A
25% Deposit ⁽⁷⁾ :	\$0.00
TOTAL⁽⁸⁾:	\$N/A



Inter-Office Memorandum

Department of Utilities

TO: Sandra A. Wright, CPPB, Director/Purchasing Agent

FROM: Joseph D. Jaco, P.E., Director of Utilities

SUBJECT: Elxsi dba CUES Inc. Sole Source Agreement
Requisition #R206221

DATE: 10/13/2020

This memo is provided for further supporting information for the subject sole source agreement. Cues is the sole manufacture and supplier for the parts and services for the CUES TV inspection equipment Columbia Water utilizes to inspect its sewer system. Below is a breakdown of the items included in this sole source:

1. Annual maintenance and repairs to the Cues equipment: \$27,000
2. Retro fit one of the City's existing mainline camera trucks to add a lateral launch system: \$118,552.42

This totals \$145,552.49 as shown on the revised sole source agreement.

Please let me know if you need additional information.

Attachment: Memo - R206221 Sole Source CUES (6229 : Elxsi dba CUES Inc. Sole Source Agreement)





We Are Columbia

MEETING DATE: October 20, 2020

DEPARTMENT: Procurement and Contracts

FROM: *Sandra Wright, Purchasing Agent*

SUBJECT: Council is asked to approve Soil and Turf Replacement and Silt Fence Installation Services for Riverfront Park Flood Repairs, as requested by Parks and Recreation Department. Award to Tolleson Limited Company, in the amount of \$295,443.20. This vendor is located in Columbia, SC.

REQUISITION NO.: R201727

FUNDING SOURCE & ORIGINAL BUDGET: Funding Source: FR-Parks - 2015 October Flood Recovery (2535104-638400). The original budget amount is \$295,443.20. This is a FEMA DR-SC4241 Project.

CLEAN WATER 2020?: No

FOCUS AREAS: Innovative & High Quality Municipal Services

We respectfully request Council's approval for the soil and turf replacement and silt fence installation for the Parks & Recreation Department:

Four (4) vendor responses were received for BID006-20-21-KSB Riverfront Park 2015 (FEMA) Flood Repairs - soil and turf replacement and silt fence installation. Tolleson Limited Company was the lowest bidder.

ATTACHMENTS:

- Bid Tabulation (PDF)
- Bidder Response (PDF)
- Intent to Award (PDF)

Event Number	BID006-20-21-KSB Addendum 3	Organization	City of Columbia, SC
Event Title	Riverfront Park 2015 (FEMA) Flood Repairs	Workgroup	Purchasing
Event Description	A virtual pre-bid conference will be held at,	Event Owner	Kimberly Brown
Event Type	IFBs	Email	kimberly.brown@columbiasc.gov
Issue Date	8/25/2020 05:04:49 PM (ET)	Phone	
Close Date	9/22/2020 02:00:00 PM (ET)	Fax	

Responding Supplier	City	State	Response Submitted	Lines Responded	Response Total
Tolleson Limited Company	Columbia	SC	9/22/2020 12:45:49 PM (ET)	1	\$295,443.20
AOS Specialty Contractors, Inc.	Lexington	SC	9/22/2020 01:50:14 PM (ET)	1	\$342,611.20
mcclam & associates inc	little mountain	SC	9/22/2020 11:35:45 AM (ET)	1	\$581,891.20
Hammer Construction, LLC	Columbia	SC	9/22/2020 09:45:38 AM (ET)	1	\$986,556.00

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

**Submit Responses Online using the City of
Columbia's online bidding system, eBidcolumbiasc
Phone Number: (803)545-3470**

**CITY OF COLUMBIA
INVITATION TO BID
BIDDER ACKNOWLEDGEMENT**

Date: August 25, 2020	Bids will be opened at 2:00 P.M. ET on September 22, 2020 and may not be withdrawn within 60 days after such date and time.	Bid No: BID006-20-21 KSB
Bid Title: Riverfront Park 2015 (FEMA) Flood Repairs – Soil and Turf Replacement and Silt Fence installation		Reason For No Bid:
Vendor Name: Tolleson Limited Company V0156669		
Vendor Mailing Address: 305 Stoneridge Drive Ste A		
City-State-Zip: Columbia, SC 29210		
Telephone No: (803) 783-9001		
Fax No: (803) 783-9210		

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


AUTHORIZED SIGNATURE (MANUAL)

Andrew R. Tolleson / Owner
AUTHORIZED SIGNATURE/TITLE (TYPED)

atolleson@tollesonltd.com
E-MAIL ADDRESS

General Conditions

Electronic Bids: All bids must be submitted using the eBidcolumbiasc System. Bids not submitted on the eBidcolumbiasc system may be rejected. All bids are subject to the conditions specified herein. Those which do not comply with these conditions are subject to rejection.

- EXECUTION OF BID:** Bid must be submitted online by an authorized representative.
- NO BID:** If not submitting a bid, respond by indicating no-bid using eBidcolumbiasc and explain the reason in the space provided for comments.
- BID OPENING:** Shall be public on the date and at the hour specified on the bid. It is the bidder's responsibility to assure that his bid is submitted. Bids which for any reason are not so submitted may not be considered. Offers by telegram or telephone are not acceptable. A bid may not be altered after the opening of the bids.
NOTE: Bid tabulation will be posted online under the tabulations section of eBidcolumbiasc. Bid tabulations will not be provided by telephone.
- PRICES, TERMS, & PAYMENT:** Firm prices shall be bid and shall include all packing, handling and shipping or delivery charges.
 - Discounts:** Bidders may offer a cash discount for prompt payment. However, such discounts shall not be considered in determining the lowest net cost for bid evaluation purposes. Discount time will be computed from the date of satisfactory delivery at place of acceptance or from receipt of correct invoice at the office specified, whichever is later.
 - Mistakes:** Bidders are expected to examine the specifications, delivery schedule, bid prices and all instructions pertaining to supplies and services. Failure to do so will be at bidder's risk. In case of mistake in extension, the unit price will govern.
 - Condition & Packaging:** It is understood and agreed that any item offered or shipped as a result of this bid shall be new (current model at the time of this bid). All containers shall be suitable for storage or shipment, and all prices shall include standard commercial packaging.
 - Safety Standards:** Unless otherwise stipulated in the bid, all manufactured items and fabricated assemblies shall comply with applicable requirements of the Occupational Safety and Health Act, and any standards there under, as well as bearing Underwriters Laboratories (UL) labels where appropriate.
 - Invoicing & Payment:** The vendor shall be paid upon submission of properly certified invoices to the City of Columbia Accounting Division, P.O. Box 147, Columbia, S.C. 29217. At the prices stipulated on the contract at the time the order is placed, after delivery and acceptance of goods, less deductions if any, as provided, invoices shall contain the Contract Number and Purchase Order Number. The City of Columbia will not pay invoices submitted from a third party. Invoices shall be submitted by the company shown on the Purchase Order.
- MANUFACTURER'S NAME & APPROVED EQUIVALENTS:** Any manufactures names, trade names, brand names, information and/or catalogue numbers listed in a specification are for information and are not intended to limit competition. The bidder may offer any brand for which he is an authorized representative, which meets or exceeds the specification for any item(s). If bids are based on equivalent products, indicate on the bid form the manufacturer's name and number. Bidder shall submit with his bid, cuts, sketches and descriptive literature and/or complete specifications. Reference to literature submitted with a previous bid will not satisfy this provision. The bidder shall also explain in detail the reason(s) why the proposed equivalent will meet the specifications and not be considered an exception thereto. The City of Columbia reserves the right to determine acceptance of item(s) as an approved equivalent. Bids, which do not comply with these requirements, are subject to rejection. Bids lacking any written indication of intent to bid an alternate brand will be received and considered in complete compliance with the specifications as listed on the bid form. The Department of Procurement & Contracts is to be notified of any proposed changes in (a) materials used, (b) manufacturing process, or (c) construction. However, changes shall not be binding upon the City unless evidenced by a Change Notice issued and signed by the City Purchasing Agent.

Attachment: Bidder Response (6241 : BID006-20-21-KSB Riverfront Park 2015 (FEMA) Flood Repairs)

Bid No: BID006-20-21 KSB Riverfront Park 2015 (FEMA) Flood Repairs Soil & Turf Replacement and Silt Fence installation

Vendor: A person or entity that provides goods and/or services, usually for low-cost, low-risk, and short-term engagements.

(Definitions above provided by the National Institute of Governmental Purchasing, Free Dictionary.com, Merriam-Webster.com & Business Dictionary.com)

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Bid No: BID006-20-21 KSB Riverfront Park 2015 (FEMA) Flood Repairs Soil & Turf Replacement and Silt Fence installation

COST SHEET

Site	Quantity	Description	U/M	Cost	Extended Cost
SITE 70	296	Provide borrow, common (200 FT x 40 FT x 1FT /27) =296 CY	CY	\$47.90	\$ 14,178.40
SITE 72	3630	Provide borrow, common (350 FT x 20 FT x 10FT x 1.4 (1:1 slope) /27) = 3,630 CY	CY	\$47.90	\$173,877.00
SITE 73	830	Provide borrow, common (160 FT x 14 FT x 10 FT /27) = 830 CY	CY	\$47.90	\$39,757.00
SITE 74	1037	Provide borrow soil, common (100 FT x 20 FT x 10 FT 1.4 (1:1slope)/27) = 1,037 CY	CY	\$47.90	\$49,672.30
SITE 76	4	Provide borrow, common (5 FT x 10 FT) + (4FT x 5 FT) x 1.5 FT / 27) = 4 CY	CY	\$47.90	\$191.60
SITE 85	175	Provide borrow, common (30 FT x 14 FT x 8 FT x 1.4 (1:1 slope) /27) = 175 CY	CY	\$47.90	\$8,382.50
SITE 70	889	Provide hydro seeding & mulch for erosion control (200 FT x 40 FT /9) = 889 SY	SY	\$2.80	\$2,489.20
SITE 72	1089	Provide hydro seeding & mulch for erosion control (350 FT x 20 FT x 1.1 /) = 1,089 SY	SY	\$2.80	\$3,049.20
SITE 73	249	Provide seeding & mulch for erosion control (160 FT x 14 / 9) = 249 SY	SY	\$2.80	\$697.20
SITE 74	311	Provide hydro seeding & mulch for erosion control (100 FT x 20 FT x 1.4/9) = 311 SY	SY	\$2.80	\$870.80
SITE 76	8	Provide hydro seeding & mulch for erosion control (5 FT x 10 FT) = (4FT x 5 FT)/9) = 8 SY	SY	\$2.80	\$22.40
SITE 85	66	Provide hydro seeding & mulch for erosion control (30 FT x 14 FT x 1.4/9) = 66 SY	SY	\$2.80	\$184.80
SITE 70	129	Install silt fence per standard details provided	LF	\$3.10	\$399.90
SITE 72	129	Install silt fence per standard details provided	LF	\$3.10	\$399.90
SITE 73	129	Install silt fence per standard details provided	LF	\$3.10	\$399.90
SITE 74	129	Install silt fence per standard details provided	LF	\$3.10	\$399.90
SITE 76	129	Install silt fence per standard details provided	LF	\$3.10	\$399.90
SITE 85	23	Install silt fence per standard details provided	LF	\$3.10	\$71.30
This total must be submitted to https://columbiasc.ionave.net			Total Cost*	\$295,443.20	

Key

CY = Cubic Yard

FT = Feet

SY = Square Yard

UM = Units Measured

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Attachment: Bidder Response (6241 : BID006-20-21-KSB Riverfront Park 2015 (FEMA) Flood Repairs)



Riverfront Park 2015 (FEMA) Flood Repairs – soil, turf replacement and silt fence installation BID00

Intent to Award

Posting Date: October 8, 2020

Bid Number: BID006-20-21-KSB

Description: Riverfront Park 2015 (FEMA) Flood Repairs – soil, turf replacement and silt fence installation

eBid Advertisement Date: August 25, 2020

SCBO Advertisement Date: August 25, 2020

End Date for Intent: October 19, 2020

The City of Columbia intends to award the contract(s) noted below. Unless otherwise suspended, cancelled, or denied by City Council, this document becomes the final Statement of Award effective on October 21, 2020 subject to final approval by Council. Unless otherwise provided in the solicitation, the final statement of award serves as acceptance of the offer.

Contractor should not perform work on or incur any costs associated with the contract prior to the effective date of the contract. Contractor should not perform any work prior to the receipt of a purchase order from the City of Columbia. The City of Columbia assumes no liability for any expenses incurred prior to the effective date of the contract and issuance of a purchase order.

In accordance with Procurement Regulation Appendix G, Section 1.22, any actual Bidder, Offeror, Consultant, or Subcontractor who is aggrieved in connection with the intended award or award of a contract, shall have the right to protest within five (5) days; but in no circumstances after ten (10) days of the date of this notification or contract award, whichever is earlier. Appendix G can be reviewed at <https://www.columbiasc.net/procurement-contracts/rules-regulations>.

A protest shall be in writing, and set forth the grounds of the protest and the relief requested with enough particularity to give notice of the issues to be decided. The protest must be received by the Department of Procurement and Contracts at ProcurementProtests@columbiasc.gov no later than 8:30 am on **October 19, 2020**.

AWARD TO THE FOLLOWING:

**Tolleson Limited Company
305 Stoneridge Drive
Columbia, SC 29210**

Total Award Amount: \$295,443.20

Department of Procurement and Contracts
1800 Main Street 2nd floor, Columbia, SC 29201
Office: 803.545.3470 Email: procurement@columbiasc.gov



We Are Columbia

MEETING DATE: October 20, 2020

DEPARTMENT: Legal Department

FROM: *Shari Ardis, Legal Office Manager*

SUBJECT: Ordinance No.: 2020-091 Authorizing the Participation by the City of Columbia, South Carolina in the Recover SC Local Government Liquidity Program; Authorizing the Execution and Delivery of any Intergovernmental Agreement with the South Carolina Jobs-Economic Development Authority and Such Other Documents and Agreements in Connection with the Sale of Revenue Bonds Issued by the Authority to Fund the RecoverSC Local Government Liquidity Program, Authorizing an Appropriation or the Issuance by the City of a Tax Anticipation Note for the Initial Payment Thereunder; and other Matters Related Thereto

**FUNDING SOURCE &
ORIGINAL BUDGET:**

FOCUS AREAS: Attracting & Retaining Talent, Connecting Our Community, Economic Prosperity - Endless Possibilities, Empowering Our Residents, Enhancing Columbia's Neighborhoods, Innovative & High Quality Municipal Services, Planning Together

PURPOSE:

First reading approval was given on October 6, 2020

ATTACHMENTS:

- 2020-091 RecoverSC rev 10142020 (PDF)

HISTORY:

10/06/20

Columbia City Council

APPROVED ON FIRST READING.

ORDINANCE NO. 2020-091

AUTHORIZING THE PARTICIPATION BY THE CITY OF COLUMBIA, SOUTH CAROLINA, IN THE RECOVERSC LOCAL GOVERNMENT LIQUIDITY PROGRAM; AUTHORIZING THE EXECUTION AND DELIVERY OF AN INTERGOVERNMENTAL AGREEMENT WITH THE SOUTH CAROLINA JOBS-ECONOMIC DEVELOPMENT AUTHORITY AND SUCH OTHER DOCUMENTS AND AGREEMENTS IN CONNECTION WITH THE SALE OF REVENUE BONDS ISSUED BY THE AUTHORITY TO FUND THE RECOVERSC LOCAL GOVERNMENT LIQUIDITY PROGRAM; AUTHORIZING AN APPROPRIATION OR THE ISSUANCE BY THE CITY OF A TAX ANTICIPATION NOTE FOR THE INITIAL PAYMENT THEREUNDER; AND OTHER MATTERS RELATING THERETO

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

Section 1. Findings and Determinations. The City Council (the “*Council*”) of the City of Columbia, South Carolina (the “*City*”) hereby finds and determines:

A. The City is an incorporated municipality located in Richland County and Lexington County and as such possesses all powers granted to municipalities by the Constitution and laws of this State.

B. Pursuant to Section 5-5-10, Code of Laws of South Carolina 1976, as amended (the “*South Carolina Code*”), the City has selected the Council-Manager form of government and is governed by a City Council composed of a Mayor and six council members which constitute the governing body of the City.

C. Section 5-7-30 of the South Carolina Code provides, in part, that municipalities may enact ordinances, not inconsistent with the Constitution and general law of the State, respecting any subject which appears necessary and proper for the security, general welfare, and convenience of the municipality and for the preservation of the general health, peace, order and good government in the municipality, and further, under the case of *Williams v. Town of Hilton Head*, 429 S.E.2d 802 (1993), a municipality may enact regulations (ordinances) without the requirement for further specific statutory authorization so long as such regulations are not inconsistent with the Constitution and general law of the State.

D. The South Carolina Jobs-Economic Development Authority (“*Authority*”) has developed and implemented the RecoverSC Local Government Liquidity Program (“*Program*”) to provide a vehicle for South Carolina local governments to bridge potential financial gaps resulting from lost revenues or delayed collections and other financial impacts arising from the COVID-19 pandemic.

E. The City has determined that it has already experienced or may in the future experience a financial gap as described above arising directly or indirectly from the COVID-19 pandemic, and previously submitted an application (“*Application*”) and its expression of intent to the Authority to participate in and receive an advance of funds under the Program in an amount not exceeding \$10,000,000 (“*Advance*”) in order to secure funds to continue to provide services to the citizens of the City and foster and promote their security and general welfare, and to preserve health, peace, order and good government.

F. The Authority has determined to issue its Economic Development Revenue Bonds, in one or more series (the “*Bonds*”), to fund the Program and the Advance (the portion of the Bonds allocable to the Advance, the “*2020A Bonds*”).

G. The Authority and the City desire to enter into an Intergovernmental Agreement (“**Agreement**”) setting forth the terms and conditions of the City’s receipt of the Advance and providing for, among other things, semi-annual repayments (collectively, the “**Payments**,” and each, a “**Payment**”), subject to the City’s right to annually not appropriate funds therefor.

H. The Authority will pledge as security for the payment of the principal of, and premium, if any, and interest on the 2020A Bonds when due, all of its right, title and interest in the Agreement (except for certain reserved rights), including specifically the right to receive revenues and receipts under the Agreement.

I. In connection with the sale of the 2020A Bonds, the purchaser thereof (“**Purchaser**”) has requested the City, as a participant in the Program and party to the Agreement, provide certain financial and operating information about the City to the Purchaser for use in connection with the sale of the Bonds, and to execute and deliver certain certificates and other documents containing certain representations, warranties and covenants of the City to the Purchaser.

J. Under the terms of the Agreement, the first Payment is scheduled to be made in April, 2021 (the “**First Payment**”) of the current fiscal year (e.g, the fiscal year ending June 30, 2021) and the City desires to authorize an appropriation of funds and, as an alternative, the issuance a tax anticipation note of the City (“**TAN**”) to provide funds for the First Payment.

Section 2. Authorization to Participate in the Program; Determination of Public Purpose. The City is hereby authorized and directed to participate in the Program and receive the Advance. The City’s participation in the Program and receipt of the Advance are proper and valid public purposes and will enable the City to continue to provide services to the citizens of the City and foster and promote their security and general welfare, and to preserve health, peace, order and good government. All actions previously taken by the City and its representatives in connection with the Program (including the City’s application related thereto) are hereby ratified, confirmed and approved.

Section 3. Approval of Agreement; Authorization to Execute, Deliver and Perform Obligations Under the Agreement. The City is authorized to enter into and carry out its obligations under the Agreement, the substantially final form of which is attached to this Ordinance as Exhibit A, and the form, terms and provisions of the Agreement are approved and authorized as if set forth in this Ordinance in their entirety with such changes as may be approved by any of the Mayor, the City Manager and the Assistant City Manager for Finance and Economic Services, or any one of them acting alone (each, an “**Authorized Representative**”).

Each Authorized Representative is authorized to execute and deliver the Agreement to the Authority. The final terms of the Agreement shall not be inconsistent with or contrary to purposes to be accomplished by the Program. The execution of the Agreement and delivery to the Authority shall constitute conclusive evidence of the approval by the Authorized Representative of the final terms of the Agreement on behalf of the City.

Section 4. Payments; Appropriation of Funds and Approval of Issuance of TAN. The City acknowledges that its obligation to pay the Payments under the Agreement is a current expense of the City and is dependent upon lawful appropriations of funds being made by the Council to pay the Payments in each fiscal year under the Agreement; provided, that the Agreement shall not in any way be construed to be a debt of the City in contravention of any applicable constitution or statutory limitations or requirements concerning the creation of indebtedness by the City, nor shall anything contained in this Ordinance or the Agreement constitute a pledge of the full faith, credit or taxing power of the City or a pledge of general tax revenues, funds moneys or credit of the City. Further, the City may make the Payments from any legally available source of revenues, subject to City’s right to not appropriate funds to make Payments in any fiscal year.

For the First Payment, which will be due and payable in the current fiscal year (e.g., the fiscal year ending June 30, 2021) and the anticipated amount of which is shown in Exhibit A of the Agreement, the Council hereby appropriates funds sufficient therefor, and as an alternate source of funds for the First Payment, authorizes the issuance of the TAN pursuant to Article X, Section 14 of the Constitution of the State of South Carolina, 1895, as amended, and Title 11, Chapter 27 of the Code of Laws of the State of South Carolina, 1976, as amended, in an amount not exceeding the amount of the First Payment (as shown on the final, executed Agreement) plus the amounts necessary to pay for the costs incurred in the issuance of the TAN.

If the Authorized Representative determines that the issuance of a TAN is in the best interest of the City to make the First Payment, then the TAN shall be issued as a single fully-registered note at that time as may be determined by the Authorized Representative. Council delegates to the Authorized Representative the power to make all determinations with respect to the details of the TAN, including the form, maturity date, manner and time of sale and award, and redemption provisions, and authorizes the Mayor and the City Manager, or either of them acting alone, to execute the TAN in the name of and on behalf of the City and deliver it to the purchaser thereof.

For the payment of the principal of and interest on the TAN when and if issued, the City hereby pledges (i) the full faith, credit and taxing power of the City; and (ii) the ad valorem taxes in anticipation of which the TAN is issued.

The Authorized Representative may consult with the City's bond counsel and financial advisor in making any determinations with respect to the TAN.

Section 5. Authorization to Prepare and Execute Documents in Connection with Sale of the 2020A Bonds. The Council acknowledges that the Authority intends to issue and sell the 2020A Bonds to the Purchaser to fund the Advance. The Authorized Representative is authorized to prepare and provide such information as may be requested by the Purchaser about the City in connection with the purchase of the 2020A Bonds and to deem such information "final" as may be required under any applicable securities laws. The City, by and through the Authorized Representative, is further authorized to execute and deliver such other certificates, documents and agreements (including without limitation ~~a letter~~ letters of representations, offering ~~disclosures~~ statements and a continuing disclosure or reporting agreement) as may be requested by the Authority, the Purchaser or other participants, the use of any or all of which is hereby authorized in connection with the issuance and sale of the Bonds or the Program.

Section 6. Further Acts. The Authorized Representative is further authorized to take such actions and make such other determinations as may be necessary or appropriate (a) to facilitate the City's participation in the Program and receipt of the Advance and (b) to carry out the transactions contemplated by this Ordinance and the Agreement and is directed and empowered to consult with such counsel as the Authorized Representative determines, in his or her sole discretion, may be necessary or advisable regarding the Program.

Section 7. Severability. If any section, phrase, sentence, or portion of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions thereof.

Section 8. Repeal of Inconsistent Ordinances and Resolutions. All ordinances and resolutions of the City, and any part of any ordinance or resolution, inconsistent with this Ordinance are hereby repealed to the extent of such inconsistency. All rules, regulations, resolutions and parts thereof, procedural or otherwise, in conflict herewith or the proceedings, to the extent of such conflict, are hereby repealed.

Section 9. Effective Date. This Ordinance shall be effective upon its enactment by the City Council for the City of Columbia, South Carolina.

Enacted by the City Council of the City of Columbia, South Carolina, this ____ day of ____, 2020.

CITY COUNCIL OF THE CITY OF COLUMBIA,
SOUTH CAROLINA

Mayor

(SEAL)

ATTEST:

Clerk

First Reading: _____, 2020

Second Reading: _____, 2020

Exhibit A
Form of Intergovernmental Agreement
(Attached)

DRAFT

Attachment: 2020-091 RecoverSC rev 10142020 (6231 : Ordinance No.: 2020-091 RecoverSC)

INTERGOVERNMENTAL AGREEMENT

between

SOUTH CAROLINA JOBS-ECONOMIC DEVELOPMENT AUTHORITY
As Liquidity Provider

and

~~[LOCAL GOVERNMENT]~~
CITY OF COLUMBIA, SOUTH CAROLINA
As Participant

RECOVERSC LIQUIDITY PROGRAM

Dated as of October 1, 2020

ALL RIGHTS, TITLE AND INTEREST OF THE SOUTH CAROLINA JOBS-ECONOMIC DEVELOPMENT AUTHORITY IN THIS INTERGOVERNMENTAL AGREEMENT (WITH CERTAIN EXCEPTIONS) HAVE BEEN ASSIGNED TO U.S. BANK NATIONAL ASSOCIATION, AS TRUSTEE ("TRUSTEE"), UNDER A MASTER ~~TRUST~~ INDENTURE DATED AS OF EVEN DATE HEREWITH OCTOBER 1, 2020, AS SUPPLEMENTED, AND ARE SUBJECT TO THE ~~SECURITY INTEREST~~ LIEN IN FAVOR OF THE TRUSTEE.

TABLE OF CONTEXNTS

[TO COME]

DRAFT

Attachment: 2020-091 RecoverSC rev 10142020 (6231 : Ordinance No.: 2020-091 RecoverSC)

INTERGOVERNMENTAL AGREEMENT

This **INTERGOVERNMENTAL AGREEMENT**, dated as of October 1, 2020 (“Agreement”), is between South Carolina Jobs-Economic Development Authority (together with its successors and assigns, “Authority”), a public body ~~politic and~~ corporate and politic and an agency of the State of South Carolina (“State” or “South Carolina”), as liquidity provider, and ~~[Local Government]~~ the City of Columbia, South Carolina (“Participant”), a body politic and corporate and a political subdivision organized under the laws of the State, as participant.

WITNESSETH

WHEREAS, the Authority is authorized and empowered under and pursuant to the provisions of the South Carolina Jobs-Economic Development Fund Act, Chapter 43 of Title 41 (“Act”) of the Code of Laws of South Carolina 1976, as amended (“SC Code”), to promote and develop the business and economic welfare of the State, and thus provide maximum opportunities for creation and retention of jobs and improvement of the standard of living of the citizens of the State, and act in conjunction with other persons and organizations, public or private, in the promotion and advancement of industrial, commercial, agricultural, and recreational development in the State; and

WHEREAS, the Authority is further authorized and empowered to make loans to entities, whether public or private, to carry out its purpose and may issue its revenue bonds to provide funds for any authorized purposed under the Act; and

WHEREAS, pursuant to the foregoing authority, the Authority created RecoverSC, a municipal liquidity program (“Program”), for local governments of the State to alleviate liquidity constraints of such local governments caused by unexpected expenditures related to the COVID-19 pandemic and delays or decreases of certain tax and other revenues as a result of the COVID-19 pandemic; and

WHEREAS, to provide funds for the Program, the Authority has authorized the issuance of its revenue bonds, in one or more series, (“Bonds”), in ~~the an~~ aggregate principal amount of not exceeding \$100,000,000 under that certain Master Indenture dated ~~the date hereof~~ as of October 1, 2020 (as amended and supplemented from time to time, “Master Indenture”) between the Authority and U.S. Bank National Association, as trustee (“Trustee”); and

WHEREAS, the proceeds of the Bonds will be advanced to qualifying local governments pursuant to one or more intergovernmental agreements ~~(“Intergovernmental Agreement”)~~, between the Authority and each such local governments; and

WHEREAS, the Participant has applied to participate in the Program in order to ~~to~~ bridge potential financial gaps resulting from lost revenues or delayed collections and other financial impacts arising from the COVID-19 pandemic (“Recovery Purposes”); and

WHEREAS, in accordance with the terms of the Constitution of the State of South Carolina and the Home Rule Act codified at Section ~~4-5~~, Chapter ~~9-5~~ of the SC Code, Participant may take such actions as it deems necessary and proper to preserve health, peace, order and good government for the citizens of Participant; and

WHEREAS, the Participant is a body politic and corporate and a political subdivision of the State and is authorized under the provisions of Title ~~4-5~~, Chapter ~~9-7~~ of the SC Code to participate in the Program and enter into this Agreement; and

WHEREAS, the Participant has requested an advance under the Program in the amount of ~~[\$AMOUNT]~~ \$10,000,000 ("Advance") in order to fund the costs of its Recovery Purposes; and

WHEREAS, the Participant has been provided information regarding the fees and costs of issuance associated with the Program and understands that costs of issuance shall be deducted from the Advance and ongoing fees associated with the Program, referred to herein as Additional Payments, will be ~~a component of due in addition to~~ the ~~due from~~ semi-annual payments to be paid by Participant to the Authority under the terms of this Agreement; ("Payments" and, together with the Additional Payments, "Program Payments"); and

WHEREAS, to fund the Advance, the Authority and the Trustee have entered into the Master Indenture and that certain Series ~~2020[]~~ 2020A Supplemental Trust Indenture dated the date hereof ("Supplemental Indenture," and, together with the Master Indenture, "Indenture") pursuant to which the Authority will issue its South Carolina Jobs-Economic Development Authority Economic Development Revenue Bonds (RecoverSC Program) Taxable Series ~~2020[]~~ (~~Bonds~~2020A ("Series 2020A Bond")).

NOW, THEREFORE, for and in consideration of the undertaking of the Authority to provide the Advance, the undertaking of the Participant to pay the Program Payments hereunder, the mutual covenants and agreements of the parties, and other good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, the Authority and the Participant, intending to be legally bound, do hereby agree as follows:

ARTICLE I DEFINITIONS

Section 1.1 Definitions. Capitalized terms not otherwise defined herein shall have the meanings provided therefor in the ~~Master~~ Indenture or as set forth below: "Council" means the governing body of the Participant and any successor body.

"Event of Default" means any of the events set forth ~~herein~~ in Section 5.1 hereof.

"Event of Nonappropriation" means the Participant's failure, for any reason, to specifically budget and appropriate moneys to pay, or adopt an ordinance authorizing the issuance of a tax anticipation note for the purpose of paying, all ~~Payments~~ Program Payments (as shown on Exhibit A, as adjusted pursuant to Sections 3.1(c) or 3.3 hereof) due under this Agreement for the next succeeding Fiscal Year, by June 30 of each year beginning with June 30, 2021. The existence or nonexistence of an Event of Nonappropriation shall be deemed to occur on (a) June 30 of a year in which no such budget or ordinance shall have been adopted for the next succeeding Fiscal Year, or (b) any earlier date on which the Participant gives ~~officials, specific~~ written notice to the Authority, ~~Purchaser~~ the Holder and the Trustee that the Participant will not appropriate funds in the next succeeding Fiscal Year for ~~payment of the Program~~ Payments; provided, however, that an Event of Nonappropriation may be waived as provided for in Section ~~43.7~~ herein hereof.

"Fiscal Year" means the fiscal year of the Participant, currently beginning on each July 1 and ending on the succeeding June 30.

"Moody's" means Moody's Investors Service, Inc., as securities rating agency, a corporation organized and existing under the laws of the State of Delaware, together with its successors and assigns.

~~"Payments" means the annual payments to be paid by the Participant pursuant to this Agreement.~~

"S&P" means S&P Global Ratings, as securities rating agency, a corporation organized and existing

under the laws of the State of New York, together with its successors and assigns.

Section 1.2 Terms Defined in the ~~Master~~-Indenture. Capitalized terms used herein and not otherwise defined shall have the meanings set forth in the ~~Master~~-Indenture unless the context clearly indicates to the contrary.

Section 1.3 Participant Representations, Warranties and Covenants. The Participant makes the following representations, warranties and covenants:

(a) The Participant is a body politic and corporate, and a political subdivision of the State and has full power and legal right to enter into this Agreement and to perform its obligations hereunder ~~and thereunder.~~ The Participant's actions in making and performing its obligations under this Agreement have been duly authorized by all necessary governmental action and will not violate or conflict with any law or governmental rule or regulation, or any mortgage, agreement, instrument or other document by which the Participant or its properties are bound.

(b) The Participant will take such action as is necessary to ensure that proceeds of the Advance are applied solely for the Recovery Purposes.

(c) ~~There is no~~ Except as set forth in [Schedule I], Participant has no knowledge of any fact that has not been disclosed to the ~~Purchaser~~ Holder or the Authority which will materially and adversely affect the properties, activities, operations, revenues, prospects or condition (financial or otherwise) of the Participant, its status as a political subdivision, its ability to perform its obligations under this Agreement~~:-.]~~

(d) There are no proceedings pending or, to the knowledge of the Participant, threatened against or affecting the Participant, except as disclosed to the ~~Purchaser~~ Holder and the Authority, in any court or before any governmental authority or arbitration board or tribunal that, if adversely determined, would materially and adversely affect the properties, operations, prospects or condition (financial or otherwise) of the Participant, or the corporate existence or powers or ability of the Participant to enter into and perform its obligations under this Agreement.

(e) The execution and delivery of this Agreement [and associated certificates] (collectively, "Participant Agreements"), and the consummation of the transactions provided for herein and therein, and compliance by the Participant with the provisions of the ~~{Participant Agreements}~~:

(i) are within the governmental powers and have been duly and validly authorized by all necessary governmental and other action on the part of the Participant, subject to Section 3.1(a) hereof;

(ii) do not and will not conflict with or result in any ~~material~~ breach of any of the terms, conditions or provisions of, or constitute a default under, any indenture, loan agreement or other agreement or instrument, or result in the creation or imposition of any lien, charge or encumbrance upon any property or assets of the Participant except as otherwise provided in this Agreement or any governmental restriction to which the Participant is a party or by which the Participant, its properties or operations may be bound or with the giving of notice or the passage of time or both would constitute such a breach or default or result in the creation or imposition of any such lien, charge or encumbrance, which breach, default, lien, charge or encumbrance could materially and adversely affect the validity or the enforceability of the ~~{Participant Agreements}~~ or the

Participant's ability to perform fully its obligations under the ~~{Participant Agreements}~~; subject to Section 3.1(a) hereof; nor will such action result in any violation of any laws, ~~ordinances~~, governmental rules or regulations or court or other governmental orders to which the Participant, its properties or operations are subject.

(f) No event has occurred and no condition exists that constitutes an Event of Default or which, upon the execution and delivery of this Agreement, and/or the passage of time or giving of notice or both, would constitute an Event of Default. The Participant is not in violation in any ~~material~~ respect, and has not received notice of any claimed ~~material~~ violation (except such violations as do not, and shall not, have any material adverse effect on the transactions herein contemplated and the compliance by the Participant with the terms hereof, ~~or the [Program Documents]~~), of any terms of any court order, statute, regulation, ~~ordinance~~, agreement, or other instrument to which it is a party or by which it, its properties or its operations may be bound.

(g) This Agreement is a legal, valid and binding obligation and agreement of the Participant, enforceable against the Participant in accordance with its terms except as such enforceability may be limited by bankruptcy, insolvency or similar laws affecting the enforcement of creditors' rights generally and by general principles of equity; anything herein to the contrary notwithstanding, this Agreement is subject in its entirety to the right of the Participant to terminate this Agreement and all the terms and provisions hereof by failing to budget and appropriate moneys specifically to ~~paymake Program~~ Payments to the Authority, as provided herein.

~~(h) Within 180 days of the end of the Participant's fiscal year, the following items shall be posted to the~~
(h) Not later than February 1, commencing with February 1, 2021, the Participant shall provide to the Holder or post to the Municipal Securities Rulemaking Board's Electronic Municipal Market Access system: (i) a copy of the audited financial statements of the Participant, (ii) a copy of an annual budget (provided, that in the event the Participant's audited financial statements are not then available, the Participant shall provide its unaudited annual financial statements no later than such February 1 and provide its audited annual financial statements promptly after the availability thereof), [(ii) a copy of the Annual Budget, as defined herein, of the Participant, (iii) a certificate of an authorized representative of the Participant stating whether (A) the approved budget of the Participant includes an appropriation necessary to paymake the Program Payments and (B) the Participant has authorized the issuance of a tax anticipation note, and (iv) additional reasonable disclosure items as may be determined by the Purchaser-Holder.]

(i) The ~~Purchaser or~~ Trustee shall have the right to receive such additional information as it may reasonably request.

(j) The Participant will allow the ~~Purchaser or~~ Trustee to discuss the affairs, finances and accounts of the Participant or any information which the Trustee may reasonably request with appropriate officers of the Participant, and will grant the Trustee access to the facilities, books and records of the Participant on any business day upon reasonable prior notice.

(l) During the term of this Agreement, the Participant shall ~~(i) adopt~~, prior to the end of ~~the each Fiscal Year (commencing with current fiscal year-Fiscal Year ending June 30, 2021), (i) adopt~~ an operating budget for the following ~~fiscal year; Fiscal Year (the "Annual Budget")~~; (ii) include in each ~~annual budget~~ Annual Budget proposal for consideration by the Council (A) an appropriation for the Program Payments (as shown on Exhibit A, as adjusted pursuant to Sections 3.1(c) or 3.3 hereof) due under this Agreement for such Fiscal Year, and (B) an authorization for the issuance of a tax anticipation note in an amount sufficient to pay the make the Program Payments (as shown on Exhibit A, as adjusted pursuant to Sections 3.1(c) or 3.3 hereof) due under this Agreement for such Fiscal Year; and (iii) provide a copy of the adopted Annual Budget to the Trustee, together with a certificate of an authorized representative of the Participant stating

whether the adopted Annual Budget includes the appropriations and authorizations described in (ii)(A) and (B) above]. With respect to the Program Payments (as shown on Exhibit A, as adjusted pursuant to Sections 3.1(c) or 3.3 hereof) due in the Fiscal Year ending June 30, 2021, the Council has, as of the date hereof, authorized an appropriation for such Program Payments and the issuance of a tax anticipation note in a sufficient amount to make such Program Payments.

Section 1.4 Authority Representations, Warranties and Covenants. The Authority makes the following representations, warranties and covenants:

(a) The Authority is a duly organized and validly existing body politic and corporate and an agency of the State, has the requisite power to carry on its present and proposed activities, and has full power, right and authority to enter into this Agreement, the Master Indenture and Supplemental Indenture to perform each and all of the obligations of the Authority provided therein.

(b) The Authority has taken or caused to be taken all requisite action to authorize the execution and delivery of, and the performance of its obligations under, this Agreement, the Master Indenture and Supplemental Indenture and each of the additional documents to which it is or will be a party, if any.

(c) By proper action, the officers of the Authority have been duly authorized to execute and deliver this Agreement, the Master Indenture and Supplemental Indenture.

(d) The execution and delivery by the Authority of this Agreement, the Master Indenture and Supplemental Indenture and the consummation by the Authority of the transactions contemplated hereby and thereby have not and will not conflict with or constitute a breach of or default under the Authority's ~~articles of inAuthority or~~ bylaws or any bond, debenture, note or other evidence of indebtedness of the Authority, or any contract, agreement, or instrument to which the Authority is a party or by which it is bound.

(e) Each of this Agreement, the Master Indenture and Supplemental Indenture and each additional document to which the Authority is or will be a party, if any, has been or will be duly executed and delivered by the Authority and constitutes or will constitute a legal and valid obligation of the Authority, enforceable against the Authority in accordance with its terms, except as enforcement may be limited by laws affecting creditors' rights generally and except as equitable remedies may be limited by judicial discretion.

(f) Other than as disclosed to the ~~Purchaser~~Holder and the Participant, there is no litigation pending and served on the Authority that challenges the Authority's authority to execute, deliver or perform its obligations under this Agreement and the Authority has disclosed any threatened litigation with respect to such matters of which the Authority is aware.

(g) The Authority is in material compliance with all applicable laws, regulations and ordinances, including but not limited to those applicable to the Authority's activities in connection with this Agreement.

(h) To finance the Advance, the Authority will issue the ~~Bonds~~Series 2020A Bond which ~~are~~is payable solely from and secured by the Program Payments receivable by the Authority under this Agreement.

ARTICLE II TERM

Section 2.1 Termination. ~~The term of this~~This Agreement shall terminate upon the earliest of any of the following events:

(a) The occurrence of an Event of Nonappropriation, such occurrence to be determined in accordance with the definition of such term given in this Agreement, which Event of Nonappropriation is not thereafter duly waived;

(b) The repayment in full of all Program Payments due under this Agreement;

(c) The occurrence of an Event of Default under and termination of this Agreement by the Authority or Trustee under the terms of this Agreement; or

(d) ~~October 1, 2030, which date constitutes the last day of the term hereof, or such later~~ Such date as all Program Payments due hereunder shall be paid in full to the Authority.

Termination of this Agreement shall terminate all obligations of the Participant under this Agreement, including its obligations to pay future Program Payments and other amounts that have not been appropriated; but all other provisions of this Agreement, including all obligations of the Authority with respect to the Holders of the ~~Bonds~~ Series 2020A Bond and the receipt and disbursement of funds and all rights and remedies of the Authority specifically provided herein, shall be continuing until the Master Indenture is discharged as provided therein.

Attachment: 2020-091 RecoverSC rev 10142020 (6231 : Ordinance No.: 2020-091 RecoverSC)

ARTICLE III PAYMENTS; ASSIGNMENT TO TRUSTEE

Section 3.1 Program Payments.

(a) Program Payments to Constitute a Current Expense of the Participant. The Authority and the Participant understand and intend that the obligation of the Participant to ~~pay~~make Program Payments hereunder shall constitute a current expense of the Participant and is dependent upon lawful appropriations of funds being made by the Council ~~to pay Payments due~~ in each ~~fiscal year~~Fiscal Year hereunder, and shall not in any way be construed to be a debt of the Participant in contravention of any applicable constitutional or statutory limitations or requirements concerning the creation of indebtedness by the Participant, nor shall anything contained herein constitute a pledge of the general tax revenues, funds, moneys or credit of the Participant.

(b) Payment Dates. Subject to an Event of Nonappropriation, on or before the 15th day prior to each Bond Payment Date during the ~~period~~term of this Agreement ~~is in effect~~, the Participant shall pay to the Trustee as assignee of the Authority, Program Payments exclusively from moneys specifically budgeted and appropriated for such purpose, including proceeds of any tax anticipation note issued by the Participant for such purpose, in lawful money of the United States of America, which payments shall be made to the Trustee as assignee of this Agreement, in the amounts set forth on Exhibit A.

(c) ~~Payment of~~ Additional Payments. The ~~Participant agrees to pay, subject to its right to not appropriate moneys specifically therefor, the~~ following amounts as shall constitute additional payments due under this Agreement ("Additional Payments together with such other sums"), all as shown on Exhibit A, which may be updated from time to time as are provided set forth in Section 6.4[b], to provide for herein: the payment of such Additional Payments, as such Additional Payments are incurred or become due and payable.

(i) All reasonable costs and expenses incurred or to be paid by the Trustee and the Authority under the terms of this Agreement or the ~~Master~~ Indenture; ~~and~~

(ii) Amounts owed to the Trustee and Authority as provided for in the Indenture; and

(iii) All Administrative Expenses (as defined in Section 3.4 hereof) provided that for the avoidance of doubt, the Participant shall not be responsible for the payment of any amounts owed under the Master Indenture which are related to a series of Bonds other than the Series 2020[] Bonds or other expenses of the Program which are chargeable or allocable to participants other than the Participant.

(d) Continuation of Term by the Participant. The Participant has no reason to believe, as of the date hereof, that it will not continue making Program Payments through the entire term of this Agreement, and reasonably believes that it will pay the Program Payments due or coming due hereunder and presently has legal authority to budget and appropriate such amounts in its annual budget, as limited by applicable law.

Section 3.2 Program Payments Not Subject to Reduction, Offset or Other Credits.

(a) The Participant and the Authority intend that this Agreement shall yield, ~~net, the amounts sufficient to pay all Program~~ Payments ~~specified set forth~~ in Exhibit A. Notwithstanding any dispute involving the Participant and the Authority or any other person, the Participant shall make all Program Payments (as shown on Exhibit A, as adjusted pursuant to Sections 3.1(c) or 3.3 hereof) when due and shall not withhold any Program Payments pending final resolution of such dispute, nor shall the Participant assert any defense or right of set-off, recoupment, or counterclaim against its obligation to make such ~~payments~~Program Payments required under this Agreement. The Participant's obligation to make Program

Payments during the term of this Agreement shall not be abated through accident or unforeseen circumstances. The Participant agrees not to suspend, reduce, abrogate, diminish, postpone, modify, discontinue, withhold, or abate any portion of the ~~payments~~ Program Payments required pursuant to this Agreement and such amounts shall be subject to reduction offset or other credits of any kind.

(b) [All payments of Additional Payments referred to above shall be made by the Participant in immediately available funds on a timely basis directly to the person or entity to which such payments are owed-.]

Section 3.3 Prepayment of Program Payments. The Participant may prepay any Payments in whole ~~or in part~~ on any date that is a Bond Payment Date, which prepayment shall be used to redeem all or a portion of the Series 2020[] Bonds, plus accrued interest, on such Bond Payment Date. The Participant shall notify the Trustee and the Authority in writing at least 45 Business Days in advance of its intent to prepay any ~~Payments~~ Payments. Upon such prepayment, the schedule of Program Payments shown in Exhibit A shall be updated as set forth in Section 6.4.

Section 3.4 Administrative Expenses. The Participant shall also be responsible to pay as ~~Additional Payments~~ (i) the periodic fees and reasonable expenses, if any, from time to time of the Trustee and [the Program Administrator], and (ii) any reasonable expenses, including reasonable attorneys' fees, incurred by the Authority, the Holder, [the Program Administrator] or the Trustee to compel full and punctual performance of this Agreement in accordance with the terms hereof: ((i) and (ii) collectively, "Administrative Expenses").

Section 3.5 Assignment of Agreement, Manner of Payment. As security for and the source of payment of the ~~Bonds~~ Series 2020A Bond, pursuant to the ~~Master~~ Indenture, the Authority has assigned to the Trustee all of its right, title and interest in and to this Agreement, except for the right of the Authority to receive indemnity against claims and payment of its fees and expenses. The Participant consents and agrees to the assignment of this Agreement as provided herein. The Participant covenants to fully perform, in timely fashion, all of its covenants, agreements and obligations under this Agreement, and to make all ~~payments~~ Program Payments required by the Participant under this Agreement (other than payment for indemnity and fees and expenses of the Authority) directly to the Trustee, all without ~~set-off~~ offset, defense or counterclaim by reason of any dispute which the Participant may have with the Authority or the Trustee.

Section 3.6 Limited and Special Obligation of the Participant. UPON THE OCCURRENCE OF AN EVENT OF NONAPPROPRIATION, THIS AGREEMENT MAY BE TERMINATED AS OF THE END OF THE LAST FISCAL YEAR WHICH IS NOT AFFECTED BY SUCH EVENT OF NONAPPROPRIATION, AND THE PARTICIPANT SHALL NOT BE OBLIGATED TO MAKE THE PROGRAM PAYMENTS PROVIDED FOR IN THIS AGREEMENT BEYOND THE END OF SUCH FISCAL YEAR (EXCEPT AS OTHERWISE PROVIDED HEREIN).

THE OBLIGATIONS OF THE PARTICIPANT TO MAKE PROGRAM PAYMENTS REQUIRED UNDER THIS ARTICLE III AND OTHER SECTIONS HEREOF, AND TO PERFORM AND OBSERVE THE COVENANTS AND AGREEMENTS CONTAINED HEREIN, SHALL BE ABSOLUTE AND UNCONDITIONAL IN ALL EVENTS, EXCEPT AS EXPRESSLY PROVIDED UNDER THIS AGREEMENT. It is the intention of the parties that the ~~payments~~ Program Payments required by this Agreement will be paid in full when due without any delay or diminution whatsoever, subject only to the special and limited nature of the Participant's obligation to pay Program Payments hereunder as set forth above.

THE OBLIGATIONS OF THE PARTICIPANT UNDER THIS AGREEMENT SHALL NOT CONSTITUTE A PLEDGE OF THE FULL FAITH, CREDIT OR TAXING POWER OF THE

PARTICIPANT WITHIN THE MEANING OF ANY STATE CONSTITUTIONAL OR STATUTORY PROVISION NOR THE PLEDGE OF A REVENUE-PRODUCING PROJECT OR SPECIAL SOURCE.

Section 3.7 Event of Nonappropriation. Upon the occurrence of an Event of Nonappropriation, the following provisions shall apply:

(a) If an Event of Nonappropriation occurs and is not waived, the Participant shall not be deemed to be in default under this Agreement and shall not be obligated to make payment of any future Program Payments due hereunder or any other ~~payments~~ Program Payments provided for herein which accrue after the beginning of the Fiscal Year with respect to which there has occurred an Event of Nonappropriation; provided, however, that, subject to the foregoing limitations, the Participant shall continue to be liable for Program Payments accrued prior to the beginning of such Fiscal Year, and due hereunder.

(b) If the Participant delivers ~~official, specific~~ written notice to the ~~Authority, the Purchaser and the~~ Trustee that it will not appropriate funds in the next succeeding Fiscal Year ~~for payment of~~ to make the Program Payments, the Trustee shall promptly give written notice to the ~~Participant~~ Authority and the ~~Authority~~ Holder stating that an Event of Nonappropriation has occurred; but any failure of the Trustee to give such written notice shall not prevent the Trustee from declaring an Event of Nonappropriation or from taking any remedial action which would otherwise be available to the Trustee.

(c) Subject to the terms hereof, the ~~Purchaser~~ Holder may waive any Event of Nonappropriation.

The Trustee shall, upon the occurrence of an Event of Nonappropriation, be entitled to all moneys then on hand and being held in all funds and accounts created under the ~~Master~~ Indenture for the benefit of the Holders ~~of the Bonds~~, and the Trustee may or shall, as the case may be, proceed to exercise its remedies; ~~liquidate its interest in this Agreement~~. All property, funds and rights acquired by the Trustee by reason of an Event of Nonappropriation as provided herein, less any moneys due and owing to the Trustee for services performed as Trustee, shall be held by the Trustee for the benefit of the Holders ~~of the Bonds~~ ~~as set forth~~ provided in the ~~Master~~ Indenture.

ARTICLE IV COVENANTS OF THE PARTICIPANT

Section 4.1 Immunity of Authority, ~~Purchaser~~ the Holder and Trustee; ~~Indemnification~~. In the exercise of the powers of the Authority, ~~Purchaser~~ the Holder and the Trustee and their members, directors, officers, employees and agents under the ~~Master~~ Indenture or this Agreement, including (without limiting the foregoing) the application of moneys and the investment of funds, neither the Authority nor the Trustee shall be accountable to the Participant for any action taken or omitted with respect to this Agreement by either of them or their members, directors, officers, employees and agents in good faith and believed by it or them to be authorized or within the discretion or rights or powers conferred under this Agreement. The Authority, ~~Purchaser~~ the Holder and the Trustee and their members, officers, employees and agents shall be protected in its or their acting upon any paper or documents believed by it or them to be genuine, and it or they may conclusively rely upon the advice of counsel and may (but need not) require further evidence of any fact or matter before taking any action. No recourse shall be had by the Participant for any claims based on the Master Indenture or this Agreement against any member, director, officer, employee or agent of the Authority or the Trustee alleging personal liability on the part of such person. ~~To the extent permitted by law, the Participant shall defend the Authority and any of its members, directors, officers, employees or agents and save them harmless against any liability, including expenses and legal or other fees, intended to be precluded by this Section resulting from acts or omissions of the Participant or from acts or omissions of the Authority or any of their members, directors, officers, employees or agents in connection with any acts taken pursuant to this Agreement, except for fraud, deceit, or acts taken in bad faith or which are negligent.~~

ARTICLE V DEFAULTS AND REMEDIES

Section 5.1 Events of Default. Each of the following events is hereby defined as, and declared to be and shall constitute, an “Event of Default”:

(a) failure by the Participant to make any Payment hereunder within five days after the same is due (provided, however, that an Event of Nonappropriation shall not result in an Event of Default under this provision);

(b) failure by the Participant to make any Additional Payment required hereunder ~~within 10 days after the same is due;~~ within 30 days of the later of (i) the date such Additional Payment is due and payable, or (ii) receipt of notice from the Trustee that such Additional Payment is due and payable, which notice shall be deemed given on receipt by the Participant of an updated Exhibit A pursuant to Section 6.4];

(c) failure by the Participant to observe and perform any other covenant, condition or agreement on its part to be observed or performed under this Agreement for a period of ~~30~~20 days after written notice specifying such failure and requesting that it be remedied is given to the Participant by the Trustee;

(d) if any of the representations and warranties of the Participant hereunder shall prove to be false or misleading in any material respect as of the date such representations and warranties were made; or

(e) if the Participant shall (i) apply for or consent to the appointment of a receiver, trustee, or the like of the Participant or of property of the Participant, or (ii) admit in writing the inability of the Participant to pay its debts generally as they become due, or (iii) make a general assignment for the benefit of creditors, or (iv) be adjudicated as bankrupt or insolvent, or (v) commence a voluntary case under the United States Bankruptcy Code or file a voluntary petition seeking reorganization, an arrangement with creditors or an order for relief or seeking to take advantage of any insolvency law or (vi) fail to controvert in a timely or appropriate manner, or acquiesce in writing to, any petition filed against it in an involuntary case under the United States Bankruptcy Code; ~~or~~ or

Any event of default that may occur with respect to another series of Bonds issued pursuant to the Master Indenture shall not constitute an Event of Default under the Indenture or this Agreement with respect to the Section 2020A Bond.

Section 5.2 Remedies. ~~Whenever~~ Subject to Section 5.1 hereof, whenever any Event of Default referred to in this Agreement shall have happened and be continuing, the ~~Purchaser~~ Holder (with written notice promptly given to the Trustee) may terminate the term of this Agreement and shall give notice to the Participant. The Trustee may also ~~(i) take whatever action at law or in equity which may appear necessary or desirable, and (ii) exercise all the rights and remedies of a secured party under the South Carolina Uniform Commercial Code.~~

Section 5.3 Cumulative Rights. No remedy conferred upon or reserved to the Authority, the ~~Purchaser~~ Holder or the Trustee by this Agreement is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity or by statute. No waiver by the Authority, ~~Purchaser~~ the Holder or the Trustee of any breach by the Participant of any of its obligations, agreements or covenants hereunder shall be deemed a waiver of any subsequent breach, or a waiver of any other obligation, agreement or covenant, and no delay or failure by the Authority, ~~Purchaser~~ the Holder or the Trustee to exercise any right or power shall impair any such right or power or

shall be construed to be a waiver thereof, but any such right and power may be exercised by the Authority, ~~Purchaser~~the Holder or the Trustee from time to time and as often as may be deemed expedient.

Section 5.4 Discontinuance of Proceedings. In case the Authority or the Trustee shall have proceeded to enforce any right under this Agreement and such proceedings shall have been discontinued or abandoned for any reason or shall have been determined adversely to the Authority or the Trustee, then and in every such case the Participant, the Authority, ~~Purchaser~~the Holder and the Trustee shall be restored respectively to their several positions and rights hereunder and all rights, remedies and powers of the Participant, the Authority, ~~Purchaser~~the Holder and the Trustee shall continue as though no such proceeding had been taken.

ARTICLE VI MISCELLANEOUS

Section 6.1 Notices. Notices hereunder shall be given to the addresses shown below or to such other address as shall be filed in writing with the parties as follows:

If to the Participant:



City of Columbia, South Carolina
Attention: City Manager
1737 Main Street
Columbia, South Carolina 29201

(with a copy to, which does not constitute notice)

Michael J. Seezen
Burr & Forman LLP
1221 Main Street, 17th Floor
Columbia, SC 29201

If to the ~~Purchaser~~Holder:



If to the Authority:

South Carolina Jobs-Economic Development Authority
Attention: Executive Director
1201 Main Street, Suite 1600
Columbia, South Carolina 29201

(with copy to the Participant as described above, which does not constitute notice)

(and with a copy to, which does not constitute notice)

Emily S. Luther and Ray E. Jones
Parker Poe Adams & Bernstein LLP
1221 Main Street, Suite 1100
Columbia, South Carolina 29201

If to the Trustee:

U.S. Bank National Association
 Attention: Global Corporate Trust
 1441 Main Street, Suite 775
 Columbia, South Carolina 29201

Duplicate copies of each notice, request, complaint, demand or other instrument or document given hereunder by the Authority, [the Holder](#) or the Participant to one or more of the others also shall be given to the others. The foregoing parties may designate, by notice given hereunder, any further or different addresses to which any subsequent notice, request, complaint, demand or other instrument or document shall be sent.

Section 6.2 Assignments. Except as expressly provided in the ~~Master~~ Indenture, this Agreement may not be assigned by any party without the written consent of the other party and the written consent of the Trustee.

Section 6.3 Severability. In case any provision of this Agreement shall for any reason be held invalid, illegal or unenforceable in any respect, by any court or administrative body of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof and this Agreement shall be construed as if such provision had never been contained herein.

Section 6.4 Amendments.

(a) The Participant and the Authority may, with the prior consent of the ~~Trustee, but without the consent of the Purchaser~~[Holder](#), enter into any amendments at any time for any of the following purposes:

- (~~a~~i) To cure any ambiguity, defect or omission herein or in any amendment; or
- (~~b~~ii) To grant to or confer upon the Authority or the ~~Purchaser~~[Holder](#) any additional rights, remedies, powers, authority or security that lawfully may be granted to or conferred upon it; or
- (~~c~~iii) To add to the covenants and agreements of the Participant herein contained, or to surrender any right or power herein reserved to or conferred upon the Participant; or
- (~~d~~iv) To reflect a change in applicable law; or
- (~~e~~v) To make any amendments required by Moody's or S&P as a condition to rating the ~~Bonds~~[Series 2020A Bond](#).

The Trustee shall receive ~~prior~~ written notice of all such amendments.

(b) Exhibit A may be amended from time to time (i) to reflect prepayment by the Participant pursuant to Section 3.3 hereof or (ii) to provide for the payment of Additional Payments described Section 3.1(c). Exhibit A may be amended, with notice but without the prior consent of the Trustee, the Authority, or the Holder, in the case of subsection (i) above, by delivery of an updated Exhibit A by the Participant to the Authority (which updated Exhibit A shall be acknowledged by the [Program Administrator]), and in the case of subsection (ii) above, by delivery of an updated Exhibit A by the [Program Administrator] to the Participant, with copies to the Trustee, the Authority and the Holder, together with invoices which support the updates to the Additional Payments set forth in the updated Exhibit A.

Section 6.5 Successors and Assigns. All covenants, promises and agreements contained in this Agreement by or on behalf of or for the benefit of the Participant or the Authority, shall bind and inure to the benefit of their respective successors and assigns, whether so expressed or not. To the extent that this Agreement confers upon, gives or grants to the Trustee any right, remedy or claim under or by reason of this Agreement, the Trustee is explicitly recognized as being a third party beneficiary hereunder and may enforce any such right, remedy or claim conferred, given or granted hereunder.

Section 6.6 Applicable Law. This Agreement shall be governed by, and interpreted under, the laws of the State of South Carolina.

~~**Section 6.7 — Recordation.** At the option of the Authority this Agreement or a short form and summary hereof may be recorded in appropriate official records.~~

~~**Section 6.8**~~**Section 6.7 Execution in Counterparts.** This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed to be an original and all of which together shall constitute but one and the same instrument.

[ONE SIGNATURE PAGE FOLLOWS]
[REMAINDER OF PAGE INTENTIONALLY BLANK]

Attachment: 2020-091 RecoverSC rev 10142020 (6231 : Ordinance No.: 2020-091 RecoverSC)

WITNESS the due execution of this Agreement, effective, as of the day and the year first mentioned above.

~~(SEAL)~~ _____ [PARTICIPANT]

CITY OF COLUMBIA, SOUTH CAROLINA

By: _____

Attest: _____
Clerk to Council

~~(SEAL)~~ _____ Mayor

SOUTH CAROLINA JOBS-ECONOMIC
DEVELOPMENT AUTHORITY

By: _____

Attachment: 2020-091 RecoverSC rev 10142020 (6231 : Ordinance No.: 2020-091 RecoverSC)

EXHIBIT A

PROGRAM PAYMENTS SCHEDULE

Subject to an Event of Nonappropriation, the Participant shall pay to the Trustee, as assignee of the Authority, the total Program Payments on or before the 15th day prior to each Bond Payment Date during the period this Agreement is in effect, in the amounts set forth below.

<u>Bond Payment Date</u>	<u>Payment</u>	<u>Additional Payment</u>	<u>Total<u>Program</u> Payment</u>
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DRAFT

Attachment: 2020-091 RecoverSC rev 10142020 (6231 : Ordinance No.: 2020-091 RecoverSC)

SCHEDULE I
DISCLOSURE UNDER SECTION 1.3(C)

DRAFT

Attachment: 2020-091 RecoverSC rev 10142020 (6231 : Ordinance No.: 2020-091 RecoverSC)



We Are Columbia

MEETING DATE: October 20, 2020

DEPARTMENT: Planning and Development Services

FROM: *Krista Hampton, Director*

SUBJECT: ANNEXATION, INTERIM COMPREHENSIVE PLAN MAP
AMENDMENT, AND INTERIM ZONING MAP
AMENDMENT for 1.43-acre portion of 4030 West Beltline
Boulevard; TMS# 11609-10-36(p)

**FUNDING SOURCE &
ORIGINAL BUDGET:**

PURPOSE:

Ordinance No.: 2020-092 Annexing 1.43-acre portion of 4030 West Beltline Boulevard,
Richland County TMS #11609-10-36 (pt)

Council District:2

Proposal: Request to annex, assign interim land use classification of Urban Core
Community Activity Center (UCAC-2) and assign interim zoning of General Commercial
District (C-3). The property is currently classified as Mixed Residential (High Density) and
zoned GC by Richland County.

Applicant: Dick Smith Motors, Inc. / WTC of West Beltline, LLC

Staff Recommendation: Approval

PC Recommendation:09/14/2020: Annex, Assign Interim Land Use & Interim Zoning
APPROVE (8 - 0)

First reading approval was given on October 6, 2020

ATTACHMENTS:

- AO-ANNEX-2020-0020-BeltlineWest4030_1.43ac_Council_r (PDF)
- 2020-092 annex 1.43 ac pt 4030 W Beltline (PDF)

HISTORY:

10/06/20	Columbia City Council	APPROVED ON FIRST READING.
10/06/20	Columbia City Council	APPROVED ON FIRST READING.

Updated: 10/8/2020 1:52 PM

Page 1

Packet Pg. 177



CITY COUNCIL

October 6, 2020 at 2:00pm

Virtual Meeting Using Video Conferencing Technology, Columbia, SC

ANNEXATION, INTERIM COMPREHENSIVE PLAN MAP AMENDMENT, AND INTERIM ZONING MAP AMENDMENT CASE SUMMARY

1.43 acre portion of 4030 West Beltline Boulevard; TMS# 11609-10-36(p)

Council District:	2	
Proposal:	Request to annex, assign interim land use classification of Urban Core Community Activity Center (UCAC-2) and assign interim zoning of General Commercial District (C-3). The property is currently classified as Mixed Residential (High Density) and zoned GC by Richland County.	
Applicant:	Dick Smith Motors, Inc. / WTC of West Beltline, LLC	
Staff Recommendation:		APPROVE
PC Recommendation:	09/14/2020: Annex, Assign Interim Land Use & Interim Zoning	APPROVE (8-0)
Annexation, 1 st Reading:	10/06/2020: Annex, Assign Interim Land Use & Interim Zoning	PENDING
Annexation, 2 nd Reading:	10/20/2020: Annex, Assign Interim Land Use & Interim Zoning	PENDING
Comp. Plan Amendment, 1 st Reading:	11/17/2020: Confirmation of Land Use Classification	PENDING
Comp. Plan Amendment, 2 nd Reading:	12/01/2020: Confirmation of Land Use Classification	PENDING
Map Amendment, 1 st Reading:	11/17/2020: Zoning Confirmation	PENDING
Map Amendment, 2 nd Reading:	12/01/2020: Zoning Confirmation	PENDING

CURRENT PARCEL CHARACTERISTICS/CONDITIONS

Acreage: 1.43 acres
 Current Use: Commercial (Vacant)
 Proposed Use: Commercial
 Reason for Annexation: Municipal Services
 Urban Service Area: Donut Hole - Primary
 Current County Land Use: Mixed Residential (High Density)
 Proposed City Land Use: Urban Core Community Activity Center (UCAC-2)
 Current County Zoning: General Commercial (GC)
 Proposed City Zoning: General Commercial (C-3)
 Census Tract: 9

DETERMINATION FOR CITY SERVICES

The following determination is an estimate of the benefits and costs associated with the annexation of the subject property:

Police

We find that the proposed annexation will result in an increased number of calls for service. The estimated cost to serve this proposed retail store is **approximately \$9,000 annually** based on last year's calls for service for similar type uses in the City.

Fire

The proposed annexation will **not result in additional costs** or impact services being provided by this department. Annexation would lower the ISO rating of this property to a Class 1 from a Class 2.

Solid Waste

There should be **no cost** to the Solid Waste Division associated with this annexation as solid waste service is generally not provided for this business type.

Engineering

Water lines currently serve this property. A private sanitary sewer lift station currently serves the parent parcel of the proposed 1.43 acre subdivided parcel. This new parcel will not be allowed to connect through this privately-owned lift station and the developer bears the responsibility for providing a new approved connection to the City's sanitary sewer system.

Water Customer Care

The customers on the annexed property will pay water and sewer rates approximately **40% lower** than out-of-city customers.

Planning & Development Services

We recommend approval of the annexation of this property, located within a Primary Donut Hole as designated in the Urban Service Area plan. The property is located across from the City's new Water & Wastewater Maintenance Building and is a proposed dollar store. The estimated real estate tax revenue generated for the City will be **approximately \$4,500 per year**, based on the current tax rate and value estimates.

* Estimated City Tax Revenue is based on **2019 millage** for real property and calculated as: ((Taxable Value × Tax Rate) × City Millage Rate (.0938)). The actual additional taxes paid by the property owner will generally be substantially lower as some millage items do not apply to in-City properties, and an increased Local Option Sales Tax credit factor applies to in-City properties (an additional .002020 for the 2019 tax year).

PLANS, POLICIES, AND LAND USE

Urban Service Area

Subject parcel is in a "Donut Hole" as identified in the Urban Service Area Map

Principles and Goals of the Urban Service Area

The Urban Service Area identifies those areas the City of Columbia wishes to provide with urban services. Primary emphasis will be given to annexing developed areas adjoining the City limits and "islands" of unincorporated territory surrounded by the City. Primary, secondary, and long-range annexation priorities for specific areas may be identified. Secondary areas may include higher value properties which assist the City in achieving a more balanced economic base.

Donut Holes are unincorporated areas that are completely surrounded by the City of Columbia and/or another municipality. These areas pose a number of challenges to the City that can be addressed through annexation. They can often cause inefficiencies in the delivery of services due to confusion about jurisdiction. Also, if the land is in a jurisdiction with a different approach to code enforcement, these areas can negatively impact the quality of life for adjacent City residents. Such inefficiencies and the costs to taxpayers are germane to City and County property both, which results in a greater impact to City residents since they pay City and County taxes.

Comprehensive Plan Land Use Classification

The proposed interim future land use for the subject property is Urban Core Community Activity Center (UCAC-2) in the *Columbia Compass: Envision 2036* Future Land Use Map. The property is currently assigned a future land use of Mixed Residential (High Density) by Richland County.

Urban Core Community Activity Centers are medium scale collections of primarily business uses, developed within the urban grid of Columbia's neighborhoods. They are destination locations that serve an area of about a three-mile to five-

mile radius or drive distance. These centers often occupy several city blocks (within a neighborhood) and include several dozen business and multi-family or mixed-use buildings. The destination nature of these centers means significant demand for transit facilities and parking. Their scale and architecture are larger than most of the surrounding single-family homes. They may be found as nodes in Urban Core Mixed Residential neighborhoods, or in lower intensity within Urban Core Residential neighborhoods.

Primary Types

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

Secondary Types

- Multi-family Small & Medium

Tertiary Types

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

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

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

PROPOSED ZONING DISTRICT SUMMARY

The parcel is currently zoned GC by Richland County. Surrounding parcels within the City of Columbia are currently zoned General Commercial District (C-3) to the North. Surrounding parcels within unincorporated Richland County are currently zoned General Commercial District (C-3) to the West, South, and East and RS-HD to the East.

The proposed City of Columbia interim zoning district is General Commercial District (C-3).

General Commercial District (C-3)

The C-3 district is intended to accommodate a variety of general commercial and nonresidential uses characterized primarily by retail, office and service establishments and oriented primarily to major traffic arteries or extensive areas of predominantly commercial usage and characteristics. Certain related structures and uses are permitted outright or are permissible as special exceptions subject to restrictions and requirements intended to best fulfill the intent of this article. It is not the intent of this article to encourage the development of long, narrow strips of commercial development fronting on major arteries, often referred to as strip commercial areas. Such development is often incompatible with adjacent uses and may lead to the eventual formation of commercial slums, damage the traffic-carrying capacities of streets, increase congestion, lead to depreciation of property values in adjacent areas, encourage undue dispersion of commercial facilities to the inconvenience of the public, and create disproportionate costs in the provision of governmental services.

STAFF RECOMMENDATION

Staff recommends that City Council approve an ordinance to assign an interim future land use classification of Urban Core Community Activity Center (UCAC-2) at the time of annexation.

Staff recommends City Council approve the interim zoning assignment of General Commercial District (C-3).



Approx. area to
be annexed

Land Use Map

1.43 acre portion of 4030 West Beltline Blvd., TMS# 11609-10-36 (p)
Existing Rich. Co. FLU: Mixed Residential (High Density); Proposed Interim FLU: UCAC-2



Prepared by: Shane Shaughnessy
August 14, 2020

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

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Zoning Map

1.43 acre portion of 4030 West Beltline Blvd., TMS# 11609-10-36(p)
Current Rich. Co. Zoning: GC, Proposed Interim Zoning: C-3



We Are Columbia



Prepared by: Shane Shaughnessy
August 14, 2020

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ORDINANCE NO.: 2020-092

Annexing 1.43 acre portion of 4030 West Beltline Boulevard, Richland County TMS #11609-10-36(pt)

WHEREAS, a proper petition has been filed with the City Council by one hundred (100%) percent of the property owners of the within described property under the provisions of South Carolina Ann. Sec. 5-3-150; and,

WHEREAS, it appears to City Council that the annexation of the property would be in the best interest of the property owners and the City of Columbia; NOW, THEREFORE,

BE IT ORDAINED by the Mayor and City Council of the City of Columbia, South Carolina, ____ day of _____, 2020, that the property described herein is hereby annexed to and becomes a part of the City of Columbia effective immediately. This property shall be assigned zoning of General Commercial District (C-3), apportioned to City Council District 2, Census Tract 9 and contains 1.43 acres.

PROPERTY DESCRIPTION: See Attached Exhibit "A"

Richland County TMS NO.: 11609-10-36 (portion)

Also included in the territory hereby annexed are all contiguous portions of all public rights of way, streets and highways.

Requested by:

Assistant City Manager Gentry

Mayor

Approved by:

City Manager

Approved as to form:

ATTEST:

T. A. Knox

City Attorney

City Clerk

Introduced:

Final Reading:

EXHIBIT "A"
PROPERTY DESCRIPTION
ORDINANCE NO.: 2020-092

All that certain piece, parcel or tract of land with any improvements thereon, situate, lying and being near the City of Columbia, in Richland County, State of South Carolina, and shown as Tract A on a Boundary Survey prepared for WTC Enterprises, LLC, by Southern Partners, Inc., dated May 28, 2020, revised August 12, 2020, and containing 1.43 acres. Said tract having such boundaries and measurements as are shown on said Boundary Survey being hereby incorporated by reference for a more complete description of the property.

MEMORANDUM

Office of the City Manager

TO: Department Heads
 FROM: Teresa Wilson, City Manager
 DATE: August 14, 2020
 RE: **Property Address:** 1.43 acre portion of 4030 West Beltline Boulevard
Richland County TMS#: 11609-10-36 (portion)
Owner(s): Dick Smith Motors, Inc. / WTC of West Beltline, LLC
Current Use: Vacant Commercial Land
Proposed Use: Commercial
Current County Land Use: Mixed Residential (High Density)
Proposed City Land Use: Urban Core Community Activity Center (UCAC-2)
Current County Zoning: General Commercial (GC)
Proposed City Zoning: General Commercial (C-3)
Reason for Annexation: Municipal Services; Donut Hole
City Council District: 2
Census Tract: 9

The Planning & Development Services advises that the above referenced property has been offered for annexation. Attached, please find a map or drawing reflecting the property. You are directed to forward your comments and/or recommendations regarding the issue of whether to annex or not to Planning & Development Services. Planning & Development Services will compile your comments for City Council consideration.

Planning & Development Services staff will see to it that this matter is placed on the **September 14, 2020** Planning Commission agenda. Planning & Development Services staff will notify the City Attorney of the Planning Commission's zoning recommendation by forwarding a copy of this form, completed, as soon as the Planning Commission has met.

/atl

Attachments

cc:

Clint Shealy, Assistant City Manager
 Jeff Palen, Assistant City Manager/CFO
 Dana Higgins, Director, Engineering
 Joseph Jaco, Director, Utility Operations
 Robert Anderson, Public Works Director
 Krista Hampton, Planning & Development Services
 Lakesha Shannon, Business License Administrator
 Greg Williams, Deputy Business License Administrator
 Tiffany Latimer, Customer Care Administrator
 Jerry Thompson, Building Official
 Michelle Brazell, Engineering
 Denny Daniels, Engineering
 Police Planning & Research
 Alfreda Tindal, Richland Co. 911 Addressing Coordinator

Missy Gentry, Assistant City Manager
 Henry M. Simons, Assistant City Manager
 Teresa Knox, City Attorney
 William Holbrook, Police Chief
 Aubrey Jenkins, Fire Chief
 Jan Alonso, Finance Director
 Gloria Saaed, Community Development Director
 George Adams, Fire Marshal
 Rachel Bailey, Zoning Administrator
 Jacquelyn Richburg, Columbia-Richland 911
 David Hatcher, Housing Official
 Richland County Solid Waste Collection
 John Fellows, Planning Administrator
 Tori Salvant, Dev. Center Administrator

Planning Commission Land Use Recommendation: UCAC-2 (Land Use classification) by 8-0
 on 9/14/20 (mm/dd/yyyy).

Planning Commission Zoning Recommendation: C-3 (Zoning classification) by 8-0
 on 9/14/20 (mm/dd/yyyy).

(Signature of Annexation Coordinator)

Attachment: 2020-092 annex 1.43 ac pt 4030 W Beltline (6222 : ANNEXATION, INTERIM COMPREHENSIVE PLAN MAP AMENDMENT, AND

An aerial photograph of a commercial area. A large, irregular polygon is outlined in orange and cyan, indicating a specific area of interest. The polygon is situated in the center of the image, surrounded by various commercial buildings, parking lots, and roads. A black arrow points from the text 'Approx. area to be annexed' to the orange-outlined area.

Approx. area to be annexed

Land Use Map

1.43 acre portion of 4030 West Beltline Blvd., TMS# 11609-10-36 (p)
Existing Rich. Co. FLU: Mixed Residential (High Density); Proposed Interim FLU: UCAC-2



We Are Columbia

Prepared by: Shane Shaughnessy
August 14, 2020



UCMR-1 - Urban Core Mixed Residential - 1	UCR-2 - Urban Core Residential Large Lot	UEAC-2 - Urban Edge Regional Activity Center	S/A - Sports/Amusement
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Zoning Map

1.43 acre portion of 4030 West Beltline Blvd., TMS# 11609-10-36(p)
Current Rich. Co. Zoning: GC, Proposed Interim Zoning: C-3



We Are Columbia



Prepared by: Shane Shaughnessy
August 14, 2020

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STATE OF SOUTH CAROLINA)
)
 COUNTY OF RICHLAND) PETITION FOR ANNEXATION

The undersigned, being the owner(s) of the property described below hereby petition(s) the Mayor and City Council for annexation to the City of Columbia, South Carolina pursuant to S.C. Code Ann. Section 5-3-150, 1976, as amended.

Property Description: All that certain piece, parcel or tract of land with any improvements thereon, situate, lying and being near the City of Columbia, in Richland County, State of South Carolina, and shown as Tract A on a Boundary Survey prepared for WTC Enterprises, LLC, by Southern Partners, Inc., dated May 28, 2020, revised August 12, 2020, and containing 1.43 acres. Said tract having such boundaries and measurements as are shown on said Boundary Survey being hereby incorporated by reference for a more complete description of the property.

Richland County TMS: 11609-10-36 (portion)

Property Address: 1.43 acre portion of 4030 West Beltline Boulevard

Seller:

Dick Smith Motors, Inc.

BY: B. Smith
 (Signature)

BRIAN K SMITH
 (Print or Type Name)

Date: 8/12/2020

ITS: Pres. LI
 (Print or Type Title)

Buyer:

WTC of West Beltline, LLC

BY: Thomas Goforth
 (Signature)

Thomas Goforth
 (Print or Type Name)

Date: 8/12/2020

ITS: Member
 (Print or Type Title)

BOUNDARY SURVEY

PREPARED FOR :

WTC ENTERPRISES, LLC

P.O. BOX 249 GRANITEVILLE, SC 29829

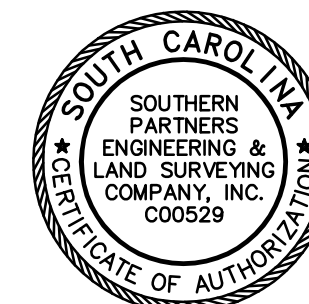
SCALE : 1" = 60'

DATE : MAY 28, 2020

REVISED DATE: 08-12-2020(ADDED 10' UTILITY EASEMENT)

PROPERTY LOCATED IN RICHLAND COUNTY AT
4030 WEST BELTLINE BLVD. COLUMBIA, SOUTH CAROLINA

PREPARED BY :

SOUTHERN PARTNERS, INC.— ENGINEERS — LAND SURVEYORS — LAND PLANNERS —
1233 AUGUSTA WEST PARKWAY AUGUSTA GA. 30909 (706) 855-6000

"I hereby state that to the best of my knowledge, information and belief, the survey shown hereon was made in accordance with the requirements of the Minimum Standards Manual for the Practice of Land Surveying in South Carolina, and meets or exceeds the requirements for a Class A survey as specified therein; also there are no visible encroachments or projections other than shown."

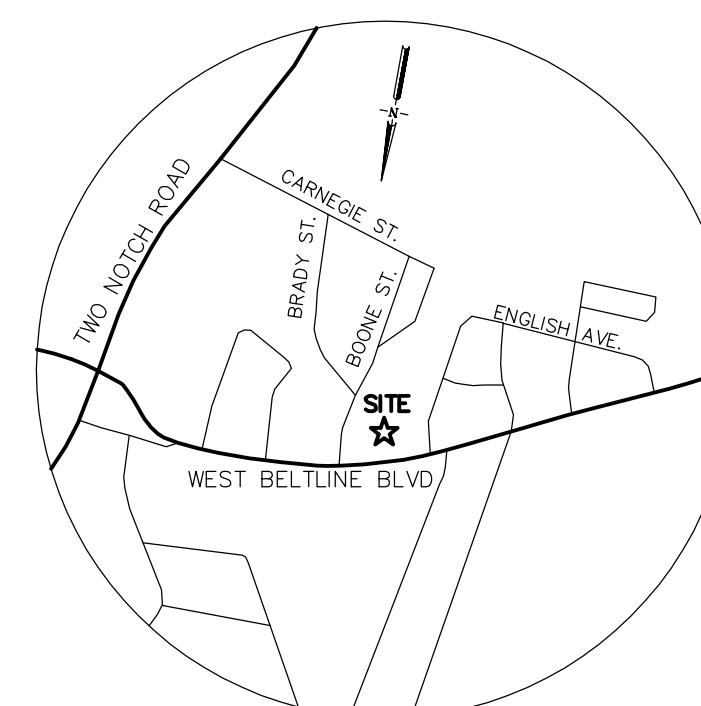
— GOSPEL CHURCH OF THE LORD —
TN 11609-10-40

TRACT "B"
2.74 Acs.
119361 S.F.

— DICK SMITH MOTORS, INC. —
TN 11609-10-36, 37, 38 & 39
DB 1714, PAGE 992

— MARK ALLEN CATOE —
TN 11609-10-35
DB R1286/PG 2826
PB L/PG 153

Curve Table				
CURVE	ARC LENGTH	RADIUS	CHORD BEARING	CHORD LENGTH
C1	98.43'	312.53'	S11°49'04"W	98.02'



LOCATION MAP (NTS)

SP No. 28615-20
DWG No. 28615/SURVEY/28615-LEGAL

NOTE:

According to the national flood insurance program map # 45079C0242L, December 21, 2017, available at this time, this property is in Zone "X" and does not lie in a designated flood hazard area.

☆ = LIGHT POLE



We Are Columbia

MEETING DATE: October 20, 2020

DEPARTMENT: Legal Department

FROM: *Shari Ardis, Legal Office Manager*

SUBJECT: Resolution No.: R-2020-091 Authorizing consumption of beer and wine only at Live on Lincoln Fundraiser for the Arts on Sunday, October 25, 2020 with a rain contingency date of Sunday, November 8, 2020

FUNDING SOURCE & ORIGINAL BUDGET:

FOCUS AREAS: Attracting & Retaining Talent, Connecting Our Community, Economic Prosperity - Endless Possibilities, Empowering Our Residents, Planning Together

ATTACHMENTS:

- R-2020-091 Live on Lincoln (Oct 25-Nov 8 rain) (PDF)

RESOLUTION NO.: R-2020-091

Authorizing consumption of beer and wine only at Live on Lincoln Fundraiser for the Arts on Sunday, October 25, 2020 with a rain contingency date of Sunday, November 8, 2020

WHEREAS, the Koger Center for the Arts ("Koger Center") is hosting Live on Lincoln in the Vista on Sunday, October 25, 2020 from 5:00 p.m. until 7:00 p.m., with a rain contingency date of Sunday, November 8, 2020; and,

WHEREAS, the Koger Center has requested permission for the temporary closing and use of the 1200 block of Lincoln Street between Lady Street and Gervais Street from 3:00 p.m. until 10:00 p.m. for preparation and staging of the area for an outdoor event to be held between 5:00 p.m. and 7:00 p.m., and for patrons to consume beer and wine beverages only at on Sunday, October 25, 2020 from 5:00 p.m. until 6:30 p.m., with a rain contingency date of Sunday, November 8, 2020; and,

WHEREAS, to insure the safety of attendees Organizer understands and agrees as follows:

1. Organizer shall work with the City to develop a written plan and design a footprint of the event area that adheres to COVID-19 pandemic safety and social distancing protocols as published by the CDC and SCDHEC and shall modify the plans and footprint as safety protocols published by the CDC and SCDHEC are updated.
2. 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.
3. 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.
4. Organizer shall require all attendees of the event to adhere to all COVID-19 safety protocols to include but not be limited to wearing of face masks, social distancing and frequent washing of hands.
5. Organizer is required to provide portable restroom facilities at the event unless it can substantiate the sufficient availability of both ADA accessible and non-accessible facilities in the immediate area of the event site which will be available to the public during the event. Organizer is to provide a minimum of four (4) chemical or portable toilets and two (2) wash stations for every 250 people, or portion thereof who attends the event. Ten percent (10%) of these facilities should be ADA accessible. This figure is based upon the maximum number of attendees at the event during peak time. The City of Columbia may determine the total number of required restroom facilities on a case-by-case basis. Organizer shall post signs or markers to prohibit lines or crowds forming near the restroom without maintaining a distance of at least six (6) feet from other people.
6. 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.
7. 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 contact. Frequently touched surfaces should be cleaned after each customer and customers are encouraged to use their own pens.
8. At no cost to the City, Organizer shall be responsible for providing private security during the hours of 3:00 p.m. until 10:00 p.m. of no less than two (2) private security officers.

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 __ day of _____, 2020, that the sale of beer and wine beverages only in plastic containers or cans only is authorized between the hours of 5:00 p.m. and 6:30 p.m. on October 25, 2020., with a rain contingency date of Sunday, November 8, 2020; and,

BE IT FURTHER RESOLVED that all vendors be restricted to stationary location and that the Guild shall approve or disapprove all amplified entertainment activities; and,

BE IT FURTHER RESOLVED that possession and consumption of alcoholic liquors or alcoholic beverages other than beer and/or wine beverages only within the event area is prohibited; and,

BE IT FURTHER RESOLVED that VIP tents or VIP areas for the possession and consumption of alcoholic liquors or alcoholic beverages, other than beer or wine beverages only, within the event area are prohibited; and,

BE IT FURTHER RESOLVED that organizer is responsible or shall make arrangements for the cleanup of all trash and debris within the festival area and shall place same in the roll carts provided by the City. Any overflow of trash and debris shall be placed in garbage bags with the top securely closed and placed beside the City roll carts. The number of roll carts needed for the event shall be determined by organizer and the City Solid Waste Division prior to the event and placed throughout the event area to ensure that trash and debris are well contained. Roll carts and bagged trash and debris shall be returned to the collection point designated

by the City in a timely manner. If the organizer has not opted to use City services to clean up the festival area, any costs incurred by the City in removing loose trash and debris within the festival area, which the organizer has failed to clean up, shall be billed to and paid by the organizer; and,

BE IT FURTHER RESOLVED that outdoor possession and consumption of beer and wine beverages only, all outdoor musical performances and use of sound-amplifying devices shall end by 10:00 p.m. due to the proximity of the event to residential properties; and,

BE IT FURTHER RESOLVED that only pedestrian traffic will be allowed within the area. All other traffic, including, but not limited to, automobiles, trucks, motorcycles, mopeds, bicycles, skate boards, and horses, except police horses, police golf carts, and horse-drawn carriages, is prohibited. All pets, including snakes, shall be prohibited. Coolers, glass bottles, breakable glasses and/or cups, large bags and backpacks shall be prohibited; and,

BE IT FURTHER RESOLVED that during the designated time the closed portion of the 1200 block of Lincoln Street between Lady Street and Gervais Street, with the exception of the parking area and any other areas posted as to not allow alcoholic beverages, shall be declared to be a Public Park and provisions of Chapter 15, Parks and Recreation, Sec. 15-1, 15-2 and 15-3, Code of Ordinances of the City of Columbia, South Carolina are in effect. Pursuant to Chapter 14, Offenses and Miscellaneous Provisions, Article IV, Offenses Against the Public Peace and Order, Sec. 14-99, 1998 Code of Ordinances of the City of Columbia, South Carolina, the closed portion of the 1200 block of Lincoln Street between Lady Street and Gervais Street, with the exception of the parking area and any other areas posted as to not allow alcoholic beverages, is deemed to be the site of a public festival at which beer and wine beverages only may be consumed and the prohibition against possession or consumption of alcoholic beverages set forth in Sec. 14-99 shall not apply. Possession and consumption of beer and wine beverages only shall be permitted only in containers provided by vendors within the areas designated.

PROVIDED, FURTHER, that the event organizer shall provide the names and cell phone numbers of a least two contact persons who can receive complaints during the event, including any set up and breakdown times. The cell phones shall remain on at all times during the event and during any set up and breakdown time.

PROVIDED, FURTHER, that failure of the event organizer to strictly comply with the time frames and other requirements and responsibilities set forth in this resolution may result in a denial of subsequent requests to allow the event.

PROVIDED, HOWEVER, that no solicitation or transactions be made in violation of Sec. 14-32, 1998 Code of Ordinances of the City of Columbia, South Carolina.

BE IT FURTHER RESOLVED that in the event of inclement weather on Sunday, October 25, 2020, closed portion of the 1200 block of Lincoln Street between Lady Street and Gervais Street shall be closed on Sunday, November 8, 2020. The hours of operation for the event, service of beer and wine at the event and closing of streets for set up, clean up and crowd control of the event shall remain as outlined above.

BE IT FURTHER RESOLVED that should the organizer reschedule the event for another date beyond one (1) week from the date of the originally scheduled event, a request for a resolution of City Council approving the new date of the event shall be required.

Requested by:

Assistant City Manager Shealy _____

Mayor

Approved by:

City Manager

Approved as to form:

ATTEST:

T. A. Knox

City Attorney

City Clerk

Introduced:

Final Reading:

DATE OF REQUEST

9/29/20

REQUESTOR'S NAME/CONTACT
INFORMATION (E-MAIL/
PHONE#/FAX#)Simms Oliphant
oliphane@mailbox.sc.edu
803-777-9733

15.a

EVENT NAME/PURPOSE (i.e., St. Patrick's/Charity Fund-raiser)

"Live on Lincoln"/ Fundraiser for the Arts

DATE(S) OF EVENTS: (monthly can be on one request)

10/25/20

11/8/20

RAIN CONTINGENCY DATE:

(Rescheduling due to inclement weather is allowed once within one week from the date of the originally scheduled event upon 24-hours written notice to the City, without a new request. The time of event operation shall remain the same.)

LOCATION OF EVENT

(i.e., Amphitheater area
of Finlay Park; 1300 and 1400 blocks
of Main Street between Lady Street
and Hampton Street)

Lincoln Street in the Vista outside of Blue Marlin restaurant between Gervais Street and Lady Street.

STREET(S) OR PARK AREA TO BE
CLOSED(i.e., 1300 and 1400 blocks of Main
Street between Lady Street and
Hampton Street; Amphitheater area of
Finlay Park; Boyd Plaza)

Lincoln Street between Gervais Street and Lady Street.

HOURS FOR STREET(S) OR PARK AREA TO BE CLOSED

(i.e., 5:00 p.m. - 12:00 a.m.) ALLOW TIME FOR SET UP/CLEAN UP

3:00 pm to 10:00 pm

HOURS OF EVENT

(i.e., 6:00 p.m. - 10:00 p.m.)*

5:00 pm to 7:00 pm

HOURS OF SERVICE OF BEER/WINE BEVERAGES ONLY (NO LIQUOR**)

(Service should end one-half hour prior to end of event
(i.e., event is 6-10 p.m., beer/wine service is 6-9:30 p.m.)*

5:00 pm to 6:30 pm

Requests should be submitted by mail, e-mail or fax at least **NINETY (90) days in advance of the event** to allow for preparation and review of the Resolution at scheduling on Council's agenda. Requests may be sent by e-mail (shari.ardis@columbiasc.gov), fax (803-737-4250) or mailed to City Attorney's Office, ATT: Shari Ardis, POB 667, Columbia, SC 29202. A draft Resolution will be prepared and forwarded for review to the event organizer, as well as to the City departments for coordination of City services and requirements (i.e., Police, Solid Waste, Parks and Recreation, etc.). Approval from the adjoining business property owners must be obtained before your request will be submitted to City Council if streets are to be closed off during business hours. The event organizer is responsible for obtaining a permit or license if required by the South Carolina Department of Revenue.

***Outdoor possession and consumption of beer and wine beverages only, all outdoor musical performances and use of sound-amplifying devices shall end by 10:00 p.m. due to the proximity of events to residential properties.**

****ONLY BEER AND WINE BEVERAGES ARE ALLOWED ON CITY PROPERTY. POSSESSION OF LIQUOR IS STRICTLY PROHIBITED. VIP tents or VIP areas for possession and consumption of beer and wine beverages within the event area are PROHIBITED.**

NOTE: This form should only be used for public events where beer and/or wine are to be sold and consumed on City property (i.e., Main Street Lat 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 should be made to the City Manager. Requests for street closings for private neighborhood block parties should be made to the Police Department Special Events and Public Safety.

Fire Marshal George N. Adams, Jr., 803-545-3703; george.adams@columbiasc.gov

Legal Department - Shari Ardis; 803-737-4242; shari.ardis@columbiasc.gov or fax 803-737-4250 - resolution preparation

Parking Services - Jessica Argoe; (803) 545-0287; jessica.argoe@columbiasc.gov - meter bagging

Parks and Recreation - Pearl Osborne; 803-545-3100; pearl.osborne@columbiasc.gov - park reservations

Police Department Special Events - Officer Robert Hall; 803-545-3535; robert.hall@columbiasc.gov - parade permit, police

Police Department Community Services - Brenda Murphy; 803-545-3507; brenda.murphy@columbiasc.gov - street closing

Last revised: 12/2019

Attachment: R-2020-091 Live on Lincoln (Oct 25-Nov 8 rain) (6261 : Resolution No.: R-2020-091 Live on Lincoln Fundraiser for the Arts (Oct 25))

To whom it may concern,

The Koger Center for the Arts seeks permission to close Lincoln Street between Gervais Street and Lady Street in the Vista on Sunday, October 25th from 3:00 pm to 10:00 pm for a fundraising event organized to support community arts and cultural groups. "Live on Lincoln" will invite patrons of the arts to Lincoln Street for a socially-distant performance experience in support of Midlands arts and cultural organizations. A set dinner menu catered by Blue Marlin will be provided for social groups at individual tables distanced throughout Lincoln Street. A stage will be set at the far end of Lincoln Street on the Lady Street side where Midlands artists will showcase mini-performances in support of local organizations struggling to endure the Covid-19 shutdown. The event will start at 5:00 pm and end at 7:00 pm. We are also requesting the same permission for a potential rain date on Sunday, November 8th should the original event be cancelled due to inclement weather. The Koger Center is asking permission to close the street at 3:00 pm and reopen at 10:00 pm to allow enough time for setup and breakdown. The Koger Center will ensure the safety of patrons and performers by adhering to the following safety protocols:

- Staggered arrival and exit times and assigned seating to mitigate crowds. The Koger Center will open check-in 30 minutes prior to the event to alleviate lines and will stagger dismissal by small groups of tables.
- The Koger Center will allow a maximum capacity of four people from the same social group per table. Attendees must buy a table to attend the event in lieu of individual tickets.
- The event will be capped at 250 people. The Koger Center will sell 60 tables of four.
- All tables will be spaced at least six feet apart.
- The first row of tables will be set fifteen feet from the front of the stage.
- Food and drinks will be served table side. Once the attendees are seated, they will be discouraged from moving about unless using the restrooms inside of Blue Marlin.
- Blue Marlin servers will follow all hospitality safety guidelines and will be wearing masks and gloves when preparing food. Blue Marlin is a Palmetto Priority participating restaurant. All food will be prepared inside of their restaurant and served by their staff.
- Masks will be worn unless eating, drinking, or performing.
- Patrons will turn in or fill out a COVID-19 waiver upon arrival and sanitizing stations will be spread throughout the event.
- The Koger Center will offer a refund policy for those exhibiting Covid-19 symptoms to discourage those feeling sick from attending the event.
- The Koger Center must be granted approval from the University of South Carolina and adhere to approved University event safety requirements to move forward with the event.

While the ongoing Covid-19 pandemic continues to force the widespread closure of cultural organizations and venues, artists are enduring a catastrophic loss of income. This unprecedented crisis threatens the survival of the dynamic and diverse cultural identity at the heart of the Midlands community. Proceeds raised through ticket sales, sponsorships, and individual donations will be split evenly among the participating arts organizations. We expect to feature ten to fifteen three-to-five minute "mini-performances" by local organizations including the Columbia Classical Ballet, ColaJazz, the University of South Carolina School of Music and Theater ensembles, and many others. Artists and organizations are encouraged to invite their regular audience members and patrons for a socially-distanced evening of fine dining and live entertainment to benefit and sustain arts and culture in the Midlands.

Sincerely,
Simms Oliphant

Development and Community Relations Coordinator
Koger Center for the Arts
803-777-9733
oliphane@mailbox.sc.edu

From: Events <events@sccommerce.com>
Date: Monday, September 28, 2020 at 4:12 PM
To: KAREN MAGRADEY <MAGRADEY@mailbox.sc.edu>
Cc: "reopeningguidance@dhec.sc.gov" <reopeningguidance@dhec.sc.gov>
Subject: Event Exception Request Response

To USC Koger Center for the Arts:

Thank you for the "Koger Center Presents Live on Lincoln" application for exemption request submitted on 09/28/2020. Following a careful review of your application, the relevant [Executive Order](#) from the Governor, guidance from the South Carolina Department of Health and Environmental Control (SC DHEC), applicable law, your event request has been GRANTED.

Each application is evaluated individually. Events anticipating at least two hundred and fifty (250+) attendees must be able to comply with social distancing guidelines and best practices as issued by the Center for Disease Control ("CDC") and SC DHEC, and compliance with all local, state, and federal laws.

Please be advised that the Governor's Executive Orders are not permanent and are subject to change and modification by further Executive Order. Newly issued Executive Orders may modify or revoke the approval of your event without notice.

Each event's hosts are responsible for ensuring that the Event's approval is current and valid under the most current statewide guidance. Accordingly, all host should monitor the issuance of Executive Orders subsequent to its initial approval to determine whether a more recent Executive Order modifies or revokes current approvals, even if previously approved by the South Carolina Department of Commerce and SC DHEC.

If a subsequent Executive Order potentially modifies or revokes the approval of your event, you should seek further confirmation by submitting another application. Reliance on prior clarification by the Department of Commerce and DHEC will not prevent closure by law enforcement if the event's approval is no longer valid under the most recent statewide guidance. Any changes to the event (including, but not limited to: entering a new phase of re-opening, the venue, event type, host, etc.) will require a new event request form submittal for each instance.

In accordance with the South Carolina Code of Laws, State, county, or city official have been authorized and directed to enforce the provisions of Executive Order 2020-50 and any prior orders issued in connection with the present State of Emergency. The penalty for violation of any provision of this and prior executive orders is a misdemeanor, and, upon conviction, the violator must be fined not more than one hundred dollars or imprisoned for not more than thirty days. This event approval WILL NOT protect the applicant from action by law enforcement if applicant fails to comply with its representations made within its application.

This event approval is based on information and representations provided to the South Carolina Department of Commerce and DHEC by the applicant. Notwithstanding any and all Federal and State requirements, resuming activities and events remains in your discretion. The South Carolina Department of

It is the responsibility of the host of the event to ensure that the event is held in a manner consistent with the law and the Governor's Executive Order. SC Department of Commerce and DHEC cannot certify that there will be no exposure to or transmission of COVID-19 even if all safety protocols are taken and guidelines are enforced. To host and/or attend events during the COVID-19 pandemic is solely at your own risk.

This approval is not a permit or a contract and does not constitute a waiver of any other federal, state, local, municipal, and private rules and regulations regarding events. Event hosts are still required to consult the proper authorities concerning permitting, rules and regulations as applicable.

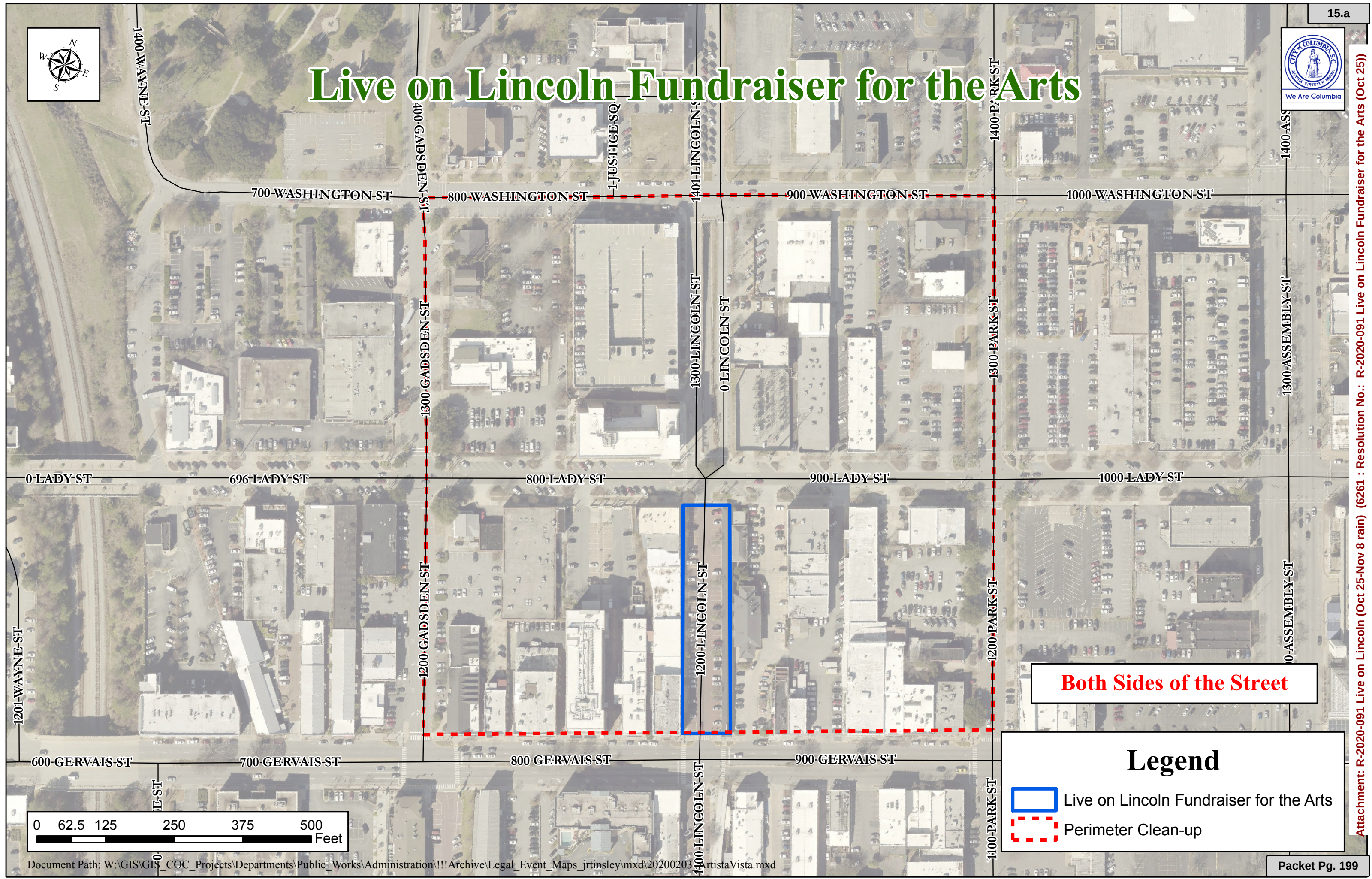
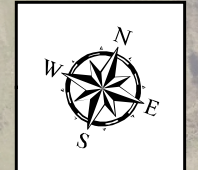
For further information about how to plan to safely hold large gatherings during the COVID-19 pandemic, please visit the CDC Events and Gatherings guidance [site](#) and /or AccelerateSC website at <https://accelerate.sc.gov> .

Sincerely,

SC Department of Commerce



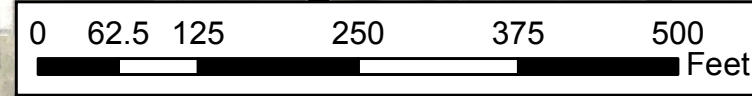
Live on Lincoln Fundraiser for the Arts



Both Sides of the Street

Legend

-  Live on Lincoln Fundraiser for the Arts
-  Perimeter Clean-up





We Are Columbia

MEETING DATE: October 20, 2020

DEPARTMENT: Planning and Development Services

FROM: *Krista Hampton, Director*

SUBJECT: ZONING MAP AMENDMENT for 1232 Whittaker Drive,
TMS# 13909-09-02

**FUNDING SOURCE &
ORIGINAL BUDGET:**

PURPOSE:

Council District: 4

Proposal: Request to rezone the parcel from Single Family Residential District (RS-1) to Single Family Residential District (RS-2).

Applicant: Wade Carlisle, Wade Carlisle Construction, LLC

Staff Recommendation: Approval

PC Recommendation: 07/13/2020; Approval (6-1)

First reading approval was given on September 15, 2020.

ATTACHMENTS:

- ZMA-2020-0016_Whittaker1232_ZPH (PDF)
- Public Input on Whitaker Rezoning (PDF)
- Public Input on Whitaker Rezoning_2 (PDF)
- Public Input on Whitaker Rezoning_3 (PDF)
- Public Input on Whitaker Rezoning_4 (PDF)

HISTORY:

09/15/20

Columbia City Council

APPROVED ON FIRST READING.

Upon a motion made Mr. Rickenmann and seconded by Mr. Duvall, Council voted unanimously to give first reading approval to Zoning Map Amendment for 1232 Whittaker Drive, TMS# 13909-09-02 as amended to request the developer of the site for a plat that divides the lot to reflect the setbacks in the zoning required for the two lots; the deed restrictions put together by

an attorney; and to report them to Council and the neighborhood including a snapshot of the potential buildings for the two lots.



CITY COUNCIL

September 15, 2020 at 2:00pm

Virtual Meeting Using Video Conferencing Technology, Columbia, SC

Zoning Map Amendment Case Summary 1232 Whittaker Drive, TMS# 13909-09-02

Council District:	4
Proposal:	Request to rezone the parcel from Single Family Residential District (RS-1) to Single Family Residential District (RS-2).
Applicant:	Wade Carlisle, Wade Carlisle Construction LLC
Staff Recommendation:	Approval
PC Recommendation:	07/13/2020; Approval (6-1)
ZPH, 1st Reading:	09/15/2020; Pending
2nd Reading:	10/06/2020; Pending

CURRENT PARCEL CHARACTERISTICS/CONDITIONS

Acreage: 0.66 acres
Current Use: Duplex (vacant)
Proposed Use: 2 residential lots
Current Land Use Classification: Urban Edge Residential Large Lot (UER-2)
Current Zoning: Single Family Residential District (RS-1)
Proposed Zoning: Single Family Residential District (RS-2)

PLANS, POLICIES, AND LAND USE

Comprehensive Plan Land Use Classification

The future land use for the subject property is Urban Edge Residential Large Lot (UER-2) in the Future Land Use Map. The future land use for the subject property prior to the adoption of *Columbia Compass: Envision 2036* on August 4, 2020 was Urban Edge Residential Small Lot (UER-1). The proposed amendments to the maps were presented to the public during multiple *Columbia Compass* meetings in the Fall of 2019 and Spring of 2020, and were made accessible online via an interactive GIS map viewer dedicated to the proposed future land use maps. The case summary provided to Planning Commission indicated the current future land use at the time of review, as well as the anticipated update to the future land use classification with *Columbia Compass*.

Urban Edge Residential Large Lot neighborhoods represent many of the older residential neighborhoods in the outer areas of the City. This development type is appropriate as development on remaining large lots or as redevelopment in the outer areas of Columbia. Most of the existing developments occurred after 1950. Urban Edge Residential Large Lot

Attachment: ZMA-2020-0016_Whittaker1232_ZPH (6185 : ZMA-2020-0016: 1232 Whittaker Drive, TMS# 13909-09-02)

developments generally do not continue the grid and block pattern found in the urban neighborhoods, but do tend to have a consistently organized internal street network with loops and interconnections.

Primary Types

- Single-family Detached
- *Accessory Dwelling Units

Tertiary Types

- Single-family Attached
- Two-family
- Three-family
- Civic/Institutional Small
- Business/Employment Small (excl. Flex)
- Cemeteries & Mausoleums

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

The subject property not located in the study area of a neighborhood, small area, community, or corridor plan adopted by the City of Columbia or Richland County.

PROPOSED ZONING DISTRICT SUMMARY

The subject property is currently zoned Single Family Residential District (RS-1). The abutting properties in the City of Columbia have base zoning of Single Family Residential District (RS-1) to the South, West and North and Single Family Residential District (RS-2) to the North and East.

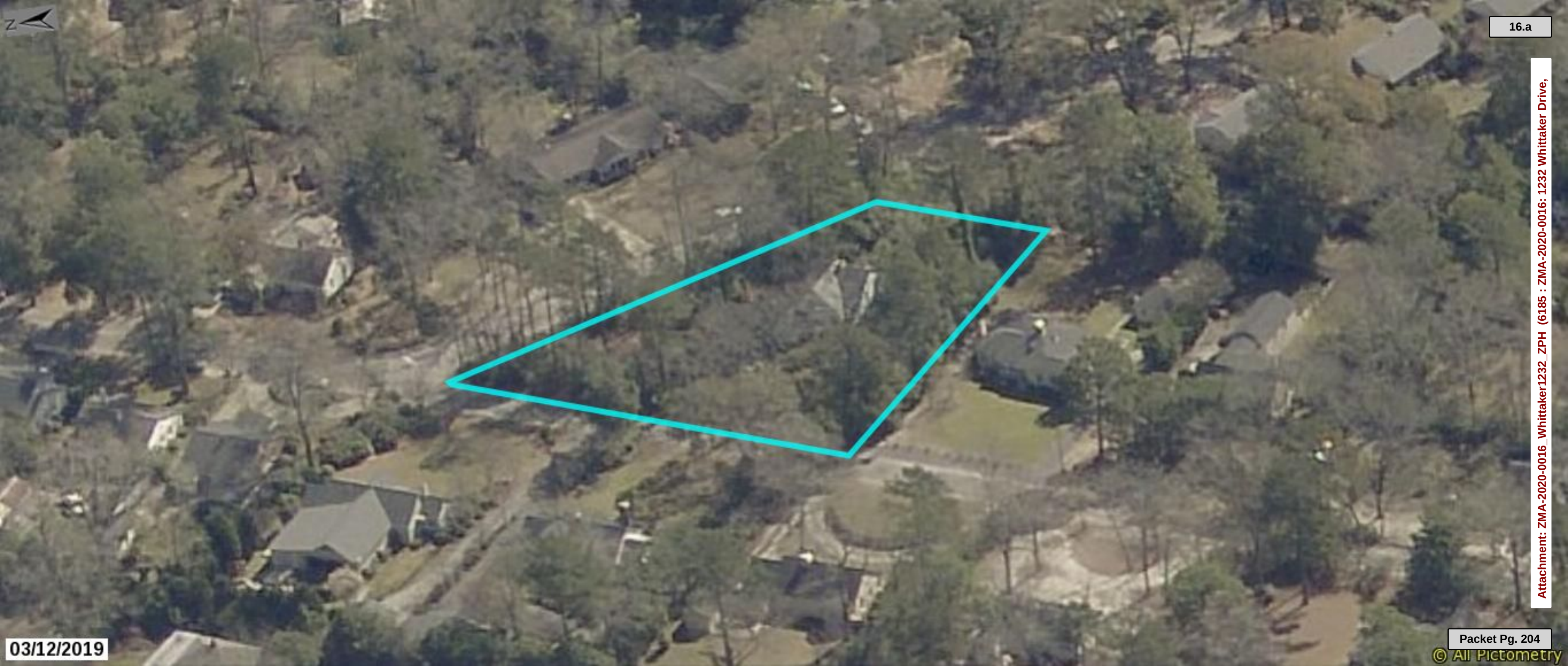
The proposed zoning district is Single Family Residential District (RS-2).

Single Family Residential District (RS-1), (RS-2)

The RS-1, RS-1A, RS-1B, RS-2 and RS-3 districts are intended as single-family residential areas with detached units with low to medium population densities. Use regulations for the single-family districts are identical, but contain varying classes of lot width and lot area, and these dimensional differences are intended to be preserved. Certain structures and uses required to serve governmental, educational, religious, noncommercial recreational, and other needs of those areas are permitted outright within such districts or are permissible as special exceptions subject to restrictions and requirements intended to preserve and protect the single-family residential character of the district.

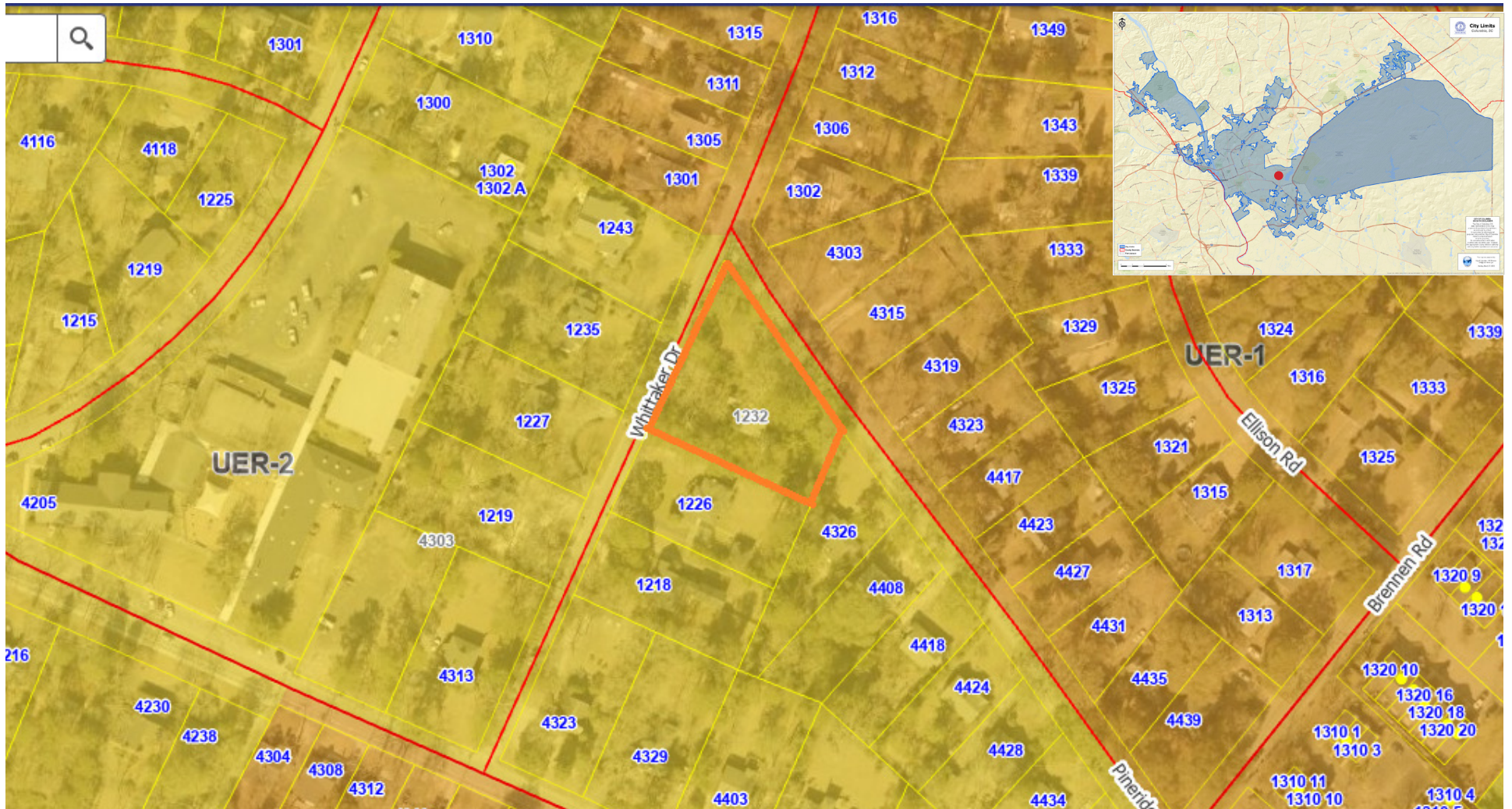
STAFF RECOMMENDATION

Staff recommends City Council rezone the parcel from RS-1 to RS-2.



Land Use Map

1232 Whittaker Drive, TMS# 13909-09-02;
Existing FLU: Pending



We Are Columbia

Prepared by: Shane Shaughnessy
August 6, 2020



UCMR-1 - Urban Core Mixed Residential - 1	UCR-2 - Urban Core Residential Large Lot	UEAC-2 - Urban Edge Regional Activity Center	S/A - Sports/Amusement
UCMR-2 - Urban Core Mixed Residential - 2	UER-1 - Urban Edge Residential Small Lot	AC-1 - Neighborhood Activity Corridor	C/I - Civic/Institutional
UCMR-3 - Urban Core Mixed Residential - 3	UER-2 - Urban Edge Residential Large Lot	AC-2 - Community Activity Corridor	CBA - Central Business Area
UEMR - Urban Edge Mixed Residential	UCAC-1 - Urban Core Neighborhood Activity Center	AC-3 - Regional Activity Corridor	ZOO - Riverbanks Zoo & Garden
UCMF - Urban Core Multi-family	UCAC-2 - Urban Core Community Activity Center	EC - Employment Campus	UC - Universities/Colleges
UEMF - Urban Edge Multi-family	UCAC-3 - Urban Core Regional Activity Center	IND - Industrial	FJ - Fort Jackson
UCR-1 - Urban Core Residential Small Lot	UEAC-1 - Urban Edge Community Activity Center	TU - Transportation & Utilities	T/S - Transitional/Sensitive Lands

DISCLAIMER:

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

Zoning Map

1232 Whittaker Drive, TMS# 13909-09-02;
Current Zoning: RS-1, Proposed Zoning: RS-2



We Are Columbia



Prepared by: Shane Shaughnessy
June 9, 2020

DISCLAIMER:

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

August 7, 2020

Dear Mayor Benjamin, Columbia City Council, and Ms. Wilson:

We are residents of the Kilbourne Park Neighborhood, and we oppose the rezoning of 1232 Whittaker Drive from Single Family Residential District (RS-1) to Single Family Residential District (RS-2). We oppose rezoning for the following reasons.

- Changing the designation of 1232 Whittaker Drive from RS-1 to RS-2 would allow for the property to be divided into multiple lots on which three houses could be built.
- This change would be permanent.
- The City of Columbia's website indicates that "The City of Columbia uses zoning regulations to preserve, protect, and support the use of existing residences." The houses listed below are those in the immediate vicinity of 1232 Whittaker and are all zoned RS-1. In order to preserve and protect the neighborhood, the RS-1 zoning for the property at 1232 Whittaker should be maintained.

○ 4303 Pineridge	○ 1227 Whittaker
○ 4315 Pineridge	○ 1235 Whittaker
○ 4319 Pineridge	○ 1243 Whittaker
○ 1302 Whittaker	○ 4313 Kilbourne
○ 1226 Whittaker	○ 4323 Kilbourne
○ 1218 Whittaker	○ 4329 Kilbourne
○ 1219 Whittaker	
- The mission of the City of Columbia's Planning and Development Services is "to guide the development of the City in a manner that enhances quality of life, promotes distinctive neighborhoods, supports businesses and protects the environment." The minimum lot area and minimum lot width associated with an RS-1 is a distinctive characteristic that should be preserved for this part of our neighborhood.
- If one property is rezoned, it sets a precedent for future rezoning requests in this area.
- A rezoning request for the property located at 4323 Kilbourne Road was presented to Columbia City Council between July 30, 1997 and November 3, 2000. Many Kilbourne Park Neighborhood residents opposed this request. We were in attendance at the Columbia City Council meeting where we voiced our opposition. We were opposed to the rezoning request for the same reasons we are opposed to this request. Columbia City Council did not approve the request for 4324 Kilbourne. That property remains an RS-1.

We are excited about the improvements that will occur on this property. We look forward to the construction of a new house in keeping with the current homes on the surrounding properties. However, we are not in favor of a zoning change.

Thank you for your time and for your service to the City of Columbia.

Sincerely,

Jack and Janie Godbold
1218 Whittaker Drive

Jack & Janie Godbold

Teresa Boykin
1227 Whittaker Drive

T. Boykin

Norah Rogers
1301 Whittaker Drive

Norah C. Rogers

Peggy Thompson and Sharon May
1302 Whittaker Drive

Peggy Thompson & Sharon May

Lee and Bridget Tupper
1344 Whittaker Drive

Lee & Bridget Tupper

Margaret Clay
1347 Whittaker Drive

Margaret Clay

Cc: Krista Hampton, Director of Planning and Development Services
John Fellows, Planning Administrator
Rachel Bailey, Zoning Administrator
Members of Columbia City Planning Commission

Lucy Lewis
Lucy Lewis
4439 Pineridge Rd

Marshall and Beth Lawson
4329 Kilbourne Road

Marshall & Beth Lawson
Beth Lawson

Andrea Altman
4303 Pineridge Road

Andrea Altman

Taylor and Sarah Brennecke
4315 Pineridge Road

Taylor and Sarah Brennecke

Tom and Tina Burkizer
4319 Pineridge Road

Tom Burkizer
Tina Burkizer

Jean Barry
4423 Pineridge Road

Jean Barry

Katherine D. Hiers
4424 Pineridge Road

Katherine D. Hiers
Andrew Atkinson
4418 Pineridge Rd

Margaret McElve
Margaret McElve
4439 Pineridge Rd

Hammond, Erika

From: Wilson, Teresa B
Sent: Sunday, August 30, 2020 7:00 PM
To: Hammond, Erika; Hampton, Krista M
Cc: Gentry, Missy A
Subject: Fwd: [EXTERNAL] Proposed zoning change to 1232 Whittaker Drive, Kilbourne Park

Teresa Wilson

City Manager
 City Hall; 1737 Main Street
 Columbia, SC 29201

Phone: 803-545-3026

Fax: 803-401-8800

Mobile: 803-413-3118

Teresa.Wilson@columbiasc.gov

ColumbiaSC.gov

Begin forwarded message:

From: Peggy Thompson <pegthomp@aol.com>
Date: August 30, 2020 at 3:25:25 PM EDT
To: "Benjamin, Stephen K (Steve)" <Stephen.Benjamin@columbiasc.gov>
Cc: "Wilson, Teresa B" <Teresa.Wilson@columbiasc.gov>
Subject: [EXTERNAL] Proposed zoning change to 1232 Whittaker Drive, Kilbourne Park
Reply-To: Peggy Thompson <pegthomp@aol.com>

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

Dear Mayor Benjamin:

My spouse and I live at 1302 Whittaker Drive on the corner of Pineridge and Whittaker, directly across from the above mentioned property on the Pineridge side, and will be greatly impacted by any zoning changes. My corner lot is an RS-1, as is the above mentioned property, the lots to the south of the property on Whittaker, and the lots on Whittaker directly across from the property. I understand that the lot is not large enough to be subdivided into two RS-1 lots, and therefore the developer has asked for the zoning to be changed to RS-2 to permit more than one house.

My concern is that, once the zoning is changed, that the developer will do what business people do, which is to handle the property in the way which will make the most money. 1) The developer could sell the lot to someone else who has no ties to the neighborhood and who doesn't care if the character of the neighborhood is impacted by multiple tall skinny townhouses, as has been done at the corner of Beltline and Buchanan; 2) renege on promises made to the residents that there will be two houses and develop three houses separated by only a few feet, as was recently done in Heathwood on Devereaux. If either of these scenarios happen, my once older, pleasant, quiet, tree-lined, and modest neighborhood will be forever changed; the noise pollution from cars and increased traffic alone will destroy its character. The developer does not live in this neighborhood and will not be impacted by the construction (which, if more

than one house, could take several years) as I and my neighbors will. I would like to point out that the lot is already being cleared; construction of several houses on the lot will coincide with current and future street closures due to city water line work in the neighborhood.

We are also irritated that, despite the fact that most of the residents in the immediate vicinity of the parcel objected in writing to the rezoning at the Planning Commission meeting on July 13, our concerns were dismissed as irrelevant; the published agenda for the Planning Commission on that date recommended the zoning change, prior to our input. I certainly hope this will not be the case with City Council.

Please do not change the zoning of this parcel from RS-1 to RS-2. Thank you.

Peggy Thompson and Sharon May
1302 Whittaker Drive
Columbia, SC 29206

August 7, 2020

To: Krista Hampton, Director of Planning and Development Services
John Fellows, Planning Administrator
Rachel Bailey, Zoning Administrator
Members of Columbia City Planning Commission

Cc: Members of Columbia City Council
Teresa Wilson, City Manager
Steve Benjamin, Mayor

This letter is to request that an item that was addressed and voted on at the July 13, 2020 Planning Commission Meeting be reconsidered and reheard. The particular issue was the application filed by Wade Carlisle to have 1232 Whittaker Drive rezoned from RS-1 to RS-2. This request is made based on The Planning Commission's Rules of Procedure, Article IV, Section 6(a) and 6(b). The affected parties are the neighbors of 1232 Whittaker Avenue. The reasons for requesting that this item be reconsidered and reheard at a future Planning Commission meeting are detailed below.

At one minute, forty nine seconds (00:01:49) into the July 13th meeting the powerpoint display read, in part, that "emails/letters will be read into the record". Mr. Fellows at twenty-five minutes and thirty-five seconds (00:25:35) said that "Andrew will read the emails into the record". This procedure was not followed, and the letters/emails were not read into the record. Mr. Fellows later summarized the emails/letters at forty-nine minutes and thirty seconds (00:49:30) into the meeting in response to a question posed by Dr. Mandell asking how many of the emails/letters were for and how many were against the rezoning. The majority of the letters/emails were against the rezoning. The public was not given a fair opportunity to call in or email during the meeting to respond or comment on those emails/letters submitted prior to the meeting because they did not know the full contents of those emails/letters.

The staff recommendation listed on the final agenda for the July 13th meeting was that the rezoning for 1232 Whittaker be approved. The staff recommendation was made with no public input. Mr. Fellows responded to a question posed by Commissioner Mandell at one-hour, thirteen minutes, forty-five seconds (1:13:45) asking if staff had reviewed input from the neighborhood before making a recommendation. Mr. Fellows responded that the staff recommendation had been made two weeks before the final agenda was posted. The final agenda was posted on or about July 7, 2020. Mr. Fellows said that 99% of the emails had arrived Friday or over the weekend (prior to the July 13th meeting). Mr. Fellows said (at one hour, fourteen minutes) that the recommendation was made based on "the technical merits of a particular case. We look at the land use plan, size of the lots, those types of things." The public was effectively cut out of the decision-making process. Neighborhood input would have been provided to the Planning Commission Staff as soon as the green rezoning signs were posted to give the Planning Commission Staff the opportunity to review the neighborhood's input prior to making a recommendation. We were not aware that a recommendation would be made far in advance of the meeting, based only on "technical merits" and without the input of the residents of the neighborhood. If you agree to reconsider and rehear this rezoning request at a future time, we will provide comprehensive neighborhood input far in advance of the meeting so that the Planning Commission Staff, and Planning Commission Members may have a clearer picture of the neighborhood's opposition to this rezoning.

A motion was made by an unknown Commissioner at one-hour, fifteen minutes (1:15:00) into the meeting to recommend to City Council to approve the request for rezoning of 1232 Whittaker. No video of the motion and vote was recorded; only the Planning Commission's green screen was visible. The motion was then apparently seconded by an unknown Commissioner. A vote was then taken (1:15:38).

Attachment: Public Input on Whittaker Rezoning (6185 : ZMA-2020-0016: 1232 Whittaker Drive, TMS# 13909-09-02)

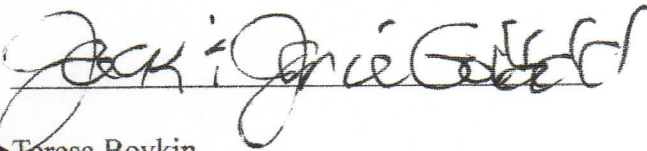
Three "ayes" were heard, Commissioners unknown. Dr. Mandell voted "opposed" (1:15:45). Dr. Mandell asked if she was the only one. A voice said that the motion was carried, and the request to rezone was approved. None of the Commissioners were visible on the video during the vote, only the green screen. No audio roll call of the vote was conducted to determine who voted or how they voted. At the beginning of the July 13, 2020 meeting seven Commissioners answered the roll call; however the audio recording of the vote to rezone 1232 Whittaker Drive recorded only four votes, three in favor of rezoning, and one opposed. It is disheartening, and procedurally problematic to participate in a public hearing and not know at the time of the vote who voted, how they voted, or even if they did vote. For the above reasons we request that the Planning Commission reconsider their recommendation for rezoning and reschedule this rezoning issue before the Planning Commission for another date. This would also give the public an opportunity to timely provide comprehensive input to the Planning Commission Staff and Planning Commission before a recommendation to City Council is made.

We respectfully request that the Planning Commission adhere to the mission statement "to guide the development of the City in a manner that enhances quality of life, promotes distinctive neighborhoods, supports businesses and protects the environment....". Thank you for your time.

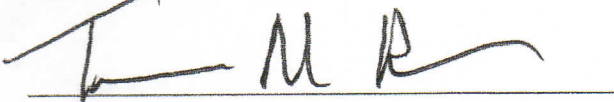
Sincerely,

Neighbors in Immediate Proximity to 1232 Whittaker Drive

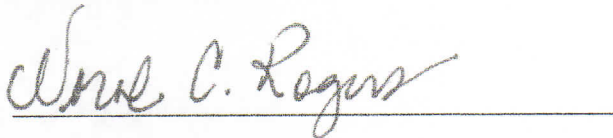
Jack and Janie Godbold
1218 Whittaker Drive



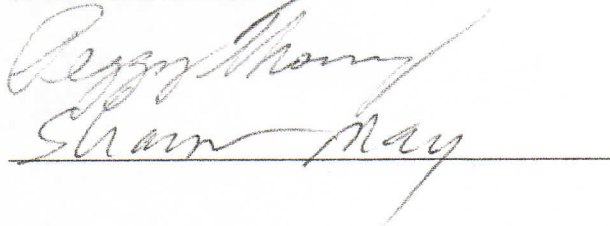
Teresa Boykin
1227 Whittaker Drive



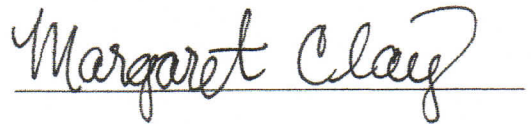
Norah Rogers
1301 Whittaker Drive



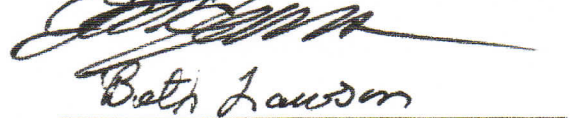
Peggy Thompson and Sharon May
1302 Whittaker Drive



Margaret Clay
1347 Whittaker Drive



Marshall and Beth Lawson
4329 Kilbourne Road



Andrea Altman
4315 Pineridge Road

Andrea Altman

Taylor and Sarah Brennecke
4303 Pineridge Road

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Tom and Tina Burkizer
4319 Pineridge Road

Tom Burkizer
Tina Burkizer

Jean Barry
4423 Pineridge Road

Jean Barry

Katherine D. Hiers
4424 Pineridge Road

Katherine D. Hiers

Andrew Atkins
4418 Pineridge

Andrew Atkins

Margaret McElveen
Margaret McElveen
4439 Pineridge Rd

Lucy Lewis
Lucy Lewis
4439 Pineridge Rd

Hammond, Erika

From: Wilson, Teresa B
Sent: Monday, September 14, 2020 10:37 PM
To: tinakburk
Cc: Hammond, Erika; Hampton, Krista M
Subject: Re: [EXTERNAL] rezoning of 1232 Whittaker City Council Meeting

Yes ma'am. In receipt and sharing your concerns for the City Council record. TW

Teresa Wilson
 City Manager
 City Hall; 1737 Main Street
 Columbia, SC 29201

Phone: 803-545-3026
 Fax: 803-401-8800
 Mobile: 803-413-3118
Teresa.Wilson@columbiasc.gov
ColumbiaSC.gov

On Sep 14, 2020, at 5:28 PM, tinakburk <tinakburk@bellsouth.net> wrote:

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

Dear City Manager Teresa Wilson,

My husband and I live across the street from 1232 Whittaker Drive on Pineridge Rd. and we, along with a majority of our neighbors, are opposed to the rezoning of this property from an RS1 to an RS2.

I grew up in Atlanta and moved to Columbia for graduate school. I lived in a rental property within three blocks of my current home for 20 years after graduation. I fell in love with this area and the neighborhood feel. During that time I met many neighbors as I walked, some of those neighbors or their family members still live on Pineridge. My husband and I chose to buy our home on Pineridge.

There are only 17 homes on Pineridge between Whittaker and Brennen Rd. My husband and I have lived here for 20 years in January. The Coker family has lived here 23 years. The Barry/Orton family has been here 37 years. The McElveen/Lewis family has lived here 40 years moving just down the street

Attachment: Public Input on Whitaker Rezoning_2 (6185 : ZMA-2020-0016: 1232 Whittaker Drive, TMS# 13909-09-02)

when they needed a larger home. The Garrett/Cardone family has lived here 53 years. The Atkins/Hiers family has lived here 39 years. The Hiers family has lived in the same home for 63 years. This is a neighborhood. This is not a development.

We oppose the rezoning of 1232 Whittaker to RS2. The current owner, Wade Carlisle, purchased a single family home on an RS1 lot in an established neighborhood. The attached map shows the date each home was built on Pineridge and the surrounding Whittaker homes. All the homes were built between 1947 and 1973. The home that was located at 1232 Whittaker was built in 1950. That home was surrounded by homes built in the same era. It is a shame that the home at 1232 Whittaker was allowed to decline but the property and its established gardens could be beautiful again with proper care.

Many Pineridge neighbors have lived, raised families, worked and voted in this neighborhood for decades. Please allow our neighborhood to stay a neighborhood, not be redesigned as a development for profit. Let's keep Columbia strong by supporting our neighborhoods.

Please see the attached neighborhood map below.

Thank you for considering our position in this matter and for your service as the City Manager.

Tina Burkizer

4319 Pineridge Rd

Columbia, SC 29206

<date mapof pineridge.JPG>

Hammond, Erika

From: Wilson, Teresa B
Sent: Monday, September 14, 2020 8:58 PM
To: Hammond, Erika; Hampton, Krista M
Subject: Fwd: [EXTERNAL] Rezoning Request 1232 Whittaker Drive--City Council Meeting on September 15th

Teresa Wilson
 City Manager
 City Hall; 1737 Main Street
 Columbia, SC 29201

Phone: 803-545-3026
 Fax: 803-401-8800
 Mobile: 803-413-3118
Teresa.Wilson@columbiasc.gov
ColumbiaSC.gov

Begin forwarded message:

From: tommyburk <tommyburk@bellsouth.net>
Date: September 14, 2020 at 1:16:51 PM EDT
To: "Wilson, Teresa B" <Teresa.Wilson@columbiasc.gov>
Subject: [EXTERNAL] Rezoning Request 1232 Whittaker Drive--City Council Meeting on September 15th

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

Hello Ms. Wilson,

I and the majority of my neighbors are **opposed** to the rezoning of 1232 Whittaker Drive from RS-1 to RS-2. This issue will be before Columbia City Council at the September 15th virtual meeting. My wife and I have lived in the Kilbourne Park neighborhood for more than 30 years and currently live directly across the street from 1232 Whittaker Drive.

At the Planning Commission meeting on July 13th, the Commission voted to recommend that the property be rezoned even though the majority of community input provided at the meeting was against the rezoning. We learned at the meeting that the Planning Commission staff had made their recommendation on a "technical" basis many weeks before the Planning Commission meeting with no input whatsoever from the community. The minutes from that meeting do not reflect the basis for that technical recommendation, nor does it reflect that the recommendation was made prior to any input from the public. The Planning Commission perfunctorily, with no discussion prior to voting, voted to recommend to City Council to rezone the property. I request that you view the video of that July 13th meeting which is posted on YouTube "City of Columbia Planning Commission Meeting". The portion of the meeting regarding the Whittaker rezoning starts at approximately 24 minutes. My neighbors and I

Attachment: Public Input on Whittaker Rezoning_2 (6185 : ZMA-2020-0016: 1232 Whittaker Drive, TMS# 13909-09-02)

have previously requested that this matter be reheard by the Planning Commission based on the procedural problems which were apparent during the meeting. We have received no response to our concerns.

1232 Whittaker Drive has one house on the property that was built in 1950. That house is currently being torn down. The applicant for the rezoning is Wade Carlisle, a self-admitted “flipper”. He advised the Planning Commission that he wanted to build more than one new house on the lot. Currently 1232 Whittaker is zoned RS-1 which requires a minimum lot size of 15,000 square feet per unit. The property at 1232 Whittaker is 29,000 square feet, and currently does not have enough square footage to construct two homes. Mr. Carlisle is limited to building one unit on that property under the current RS-1 zoning.

RS-2 zoning requires a minimum lot size of 8,500 square feet per unit. If it is rezoned to RS-2 Mr. Carlisle could build three houses on that lot ($3 \times 8,500 = 25,500$). We do not wish to see three houses crammed on that lot, and do not want to increase the housing density in this neighborhood which would certainly change the character of the neighborhood. There is currently a new home being constructed on Wedgwood Drive, a couple of blocks from Whittaker and Pineridge, that is zoned RS-2. The new Wedgwood home is clearly not in character for this neighborhood; we fear Mr. Carlisle may do the same thing on Whittaker if the rezoning is approved. Please drive by that location to see what I am talking about.

According to the ColumbiaCompass.org Comprehensive Plan, one of the Guiding Principals for housing in Columbia is “Managing changes in existing neighborhoods to support the protection of historical and cultural characteristics and **reduce impacts on established neighborhood character**”. Rezoning will negatively impact the neighborhood character and would be contrary to the City’s Comprehensive Plan.

Mr. Carlisle is tearing the current house down to maximize his profit and hopes to construct numerous homes on the property. He does not live in this neighborhood and will be unaffected by the changes to the neighborhood character. I don’t think maximizing his profitability is a credible reason for granting a rezoning request in light of the neighborhood opposition and the change it will bring to the neighborhood character which consists of homes predominately built in the 1940s and 50s. We would very much appreciate your assistance in keeping this property from being rezoned. Thank you.

Sincerely,

Tom and Tina Burkizer

4319 Pineridge Road

Columbia, SC 29206

Hammond, Erika

From: Wilson, Teresa B
Sent: Sunday, September 13, 2020 10:34 PM
To: Hammond, Erika; Hampton, Krista M
Subject: Fwd: [EXTERNAL] No Rezoning for 1232 Whittaker Drive

Sent from my iPhone

Begin forwarded message:

From: Carol Ann Coker <bgcoker@twc.com>
Date: September 13, 2020 at 9:05:26 PM EDT
To: "Archie, Shalaine D" <Shalaine.Archie@columbiasc.gov>, "Davis, Sam" <Sam.Davis@columbiasc.gov>, "Tidevine@jilawfirm.com" <Tidevine@jilawfirm.com>, "Duvall Jr, Howard E" <Howard.Duvall@columbiasc.gov>, "McDowell Jr, Edward H" <Edward.McDowell@columbiasc.gov>, "Brennan, Will J" <Will.Brennan@columbiasc.gov>, "Wilson, Teresa B" <Teresa.Wilson@columbiasc.gov>, "Rickenmann, Daniel J" <djrickenmann@columbiasc.gov>
Subject: [EXTERNAL] No Rezoning for 1232 Whittaker Drive
Reply-To: "Carol Ann Coker" <bgcoker@twc.com>

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

Dear Councilmember,

My name is Carol Ann Coker. I reside at 4323 Pineridge Road. I am writing to you regarding 1232 Whittaker Driver. I am NOT in favor of rezoning this property to RS-2. In fact, I vehemently oppose it.

My grandparents, Hank and Janie Bartos, purchased 1334 Whittaker Drive in the mid-1940's when my mother was six months old. My grandfather coached football and worked for UofSC. My grandmother taught school at Bradley Elementary. They raised a family of 3 boys and my mother in that 3 bedroom, 1 bath, bungalow. They were also members of Kilbourne Park Baptist Church. I have fond memories from my childhood being spent on Whittaker Drive. My grandmother would exclaim every spring that Whittaker Drive was the most beautiful street in Columbia when the azaleas were in bloom.

When my grandmother became ill, and was diagnosed with cancer, I was fortunate enough to purchase my home from the Hogg family. Their boys were raised with my mother and uncles. It is right around the corner, so I could be close by, rather than downtown where I was living at the time. My 28 year-old was 5 years-old when we moved. He considers this to be home.

Attachment: Public Input on Whittaker Rezoning_2 (6185 : ZMA-2020-0016: 1232 Whittaker Drive, TMS# 13909-09-02)

Over time there have been homes purchased and torn down to make way for new larger constructed houses. This is ruining the neighborhood. They stick out like sore thumbs. These new, modern houses do not match the architectural history of our neighborhood. As long as I can remember there as only been one home on that lot. That is the way it needs to remain. Please do not allow 2, or more, houses to be built on that lot! I do not want the view from my front door to be of 2 and 3 story houses so massive that the entire greenspace is consumed.

In hopes that you'll preserve our neighborhood,

Carol Ann Coker

Hammond, Erika

From: City Clerk
Sent: Tuesday, September 15, 2020 11:09 AM
To: Christine Hendrix; Rickenmann, Daniel J; City Clerk
Subject: RE: [EXTERNAL] Zoning on Whittaker

Thanks Ms. Hendrix – We will add your email to the record.

Erika D. Moore Hammond, CMC

City of Columbia

City Clerk of Council

1737 Main Street, Columbia, SC 29201

Phone: 803.545.3043 / **Fax:** 803.255.8936

Mail: Erika.Hammond@columbiasc.gov

Web: ColumbiaSC.gov

From: Christine Hendrix [mailto:cjhendrix21@gmail.com]
Sent: Tuesday, September 15, 2020 7:49 AM
To: Rickenmann, Daniel J <djrickenmann@columbiasc.gov>; City Clerk <CityClerk@columbiasc.gov>
Subject: [EXTERNAL] Zoning on Whittaker

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

Good morning! I wanted to send a quick email to let you know that my family lives across the street from the proposed zoning area on Whittaker Drive. I know many are opposed, but we wanted to speak up in favor of Wade Carlisle's proposal to put two homes on the property. After speaking with him multiple times, he has promised that he has absolutely no intention of putting three homes on the property and that the two homes he does plan to build will not only maintain the integrity of our Kilbourne Park neighborhood community, but they will also very much help us.

We love our neighborhood and are excited to see Mr. Carlisle's plan evolve into action.

Sincerely,
 Christine and Tyler Hendrix
 1243 Whittaker Drive

Attachment: Public Input on Whittaker Rezoning_3 (6185 : ZMA-2020-0016: 1232 Whittaker Drive, TMS# 13909-09-02)

Hammond, Erika

From: Wilson, Teresa B
Sent: Tuesday, September 15, 2020 3:28 PM
To: Hammond, Erika
Subject: Fwd: [EXTERNAL] No Rezoning for 1232 Whittaker Drive

Teresa Wilson

City Manager
 City Hall; 1737 Main Street
 Columbia, SC 29201

Phone: 803-545-3026

Fax: 803-401-8800

Mobile: 803-413-3118

Teresa.Wilson@columbiasc.gov

ColumbiaSC.gov

Begin forwarded message:

From: "Benjamin, Stephen K (Steve)" <Stephen.Benjamin@columbiasc.gov>
Date: September 15, 2020 at 3:19:34 PM EDT
To: "Wright, Jerome T (Taylor)" <Taylor.Wright@columbiasc.gov>, "Hampton, Krista M" <Krista.Hampton@columbiasc.gov>, "Wilson, Teresa B" <Teresa.Wilson@columbiasc.gov>
Subject: Fwd: [EXTERNAL] No Rezoning for 1232 Whittaker Drive

Can we please share Daniel's motion with these citizens?

Steve Benjamin
 Mayor
 Columbia, South Carolina

Begin forwarded message:

From: "Archie, Shalaine D" <Shalaine.Archie@columbiasc.gov>
Date: September 14, 2020 at 9:54:34 AM EDT
To: "Benjamin, Stephen K (Steve)" <Stephen.Benjamin@columbiasc.gov>
Subject: FW: [EXTERNAL] No Rezoning for 1232 Whittaker Drive

Shalaine Archie
 Executive Assistant
 Office of Mayor Steve Benjamin
Shalaine.archie@columbiasc.gov

Attachment: Public Input on Whittaker Rezoning_4 (6185 : ZMA-2020-0016: 1232 Whittaker Drive, TMS# 13909-09-02)



From: Carol Ann Coker [mailto:bgcoker@twc.com]
Sent: Sunday, September 13, 2020 9:05 PM
To: Archie, Shalaine D <Shalaine.Archie@columbiasc.gov>; Davis, Sam <Sam.Davis@columbiasc.gov>; 'Tidevine@jilawfirm.com' <Tidevine@jilawfirm.com>; Duvall Jr, Howard E <Howard.Duvall@columbiasc.gov>; McDowell Jr, Edward H <Edward.McDowell@columbiasc.gov>; Brennan, Will J <Will.Brennan@columbiasc.gov>; Wilson, Teresa B <Teresa.Wilson@columbiasc.gov>; Rickenmann, Daniel J <djrickenmann@columbiasc.gov>
Subject: [EXTERNAL] No Rezoning for 1232 Whittaker Drive

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

Dear Councilmember,

My name is Carol Ann Coker. I reside at 4323 Pineridge Road. I am writing to you regarding 1232 Whittaker Drive. I am NOT in favor of rezoning this property to RS-2. In fact, I vehemently oppose it.

My grandparents, Hank and Janie Bartos, purchased 1334 Whittaker Drive in the mid-1940's when my mother was six months old. My grandfather coached football and worked for UofSC. My grandmother taught school at Bradley Elementary. They raised a family of 3 boys and my mother in that 3 bedroom, 1 bath, bungalow. They were also members of Kilbourne Park Baptist Church. I have fond memories from my childhood being spent on Whittaker Drive. My grandmother would exclaim every spring that Whittaker Drive was the most beautiful street in Columbia when the azaleas were in bloom.

When my grandmother became ill, and was diagnosed with cancer, I was fortunate enough to purchase my home from the Hogg family. Their boys were raised with my mother and uncles. It is right around the corner, so I could be close by, rather than downtown where I was living at the time. My 28 year-old was 5 years-old when we moved. He considers this to be home.

Over time there have been homes purchased and torn down to make way for new larger constructed houses. This is ruining the neighborhood. They stick out like sore thumbs. These new, modern houses do not match the architectural history of our neighborhood. As long as I can remember there has only been one home on that lot. That is the way it needs to remain. Please do not allow 2, or more, houses to be built on that lot! I do not want the view from my front door to be of 2 and 3 story houses so massive that the entire greenspace is consumed.

In hopes that you'll preserve our neighborhood,

Carol Ann Coker

Hammond, Erika

From: Wilson, Teresa B
Sent: Tuesday, September 15, 2020 3:27 PM
To: Hammond, Erika
Subject: Fwd: [EXTERNAL] rezoning on 1232 Whittaker Council Meeting

Teresa Wilson
 City Manager
 City Hall; 1737 Main Street
 Columbia, SC 29201

Phone: 803-545-3026
 Fax: 803-401-8800
 Mobile: 803-413-3118
Teresa.Wilson@columbiasc.gov
ColumbiaSC.gov

Begin forwarded message:

From: "Benjamin, Stephen K (Steve)" <Stephen.Benjamin@columbiasc.gov>
Date: September 15, 2020 at 3:18:59 PM EDT
To: "Wilson, Teresa B" <Teresa.Wilson@columbiasc.gov>, "Hampton, Krista M" <Krista.Hampton@columbiasc.gov>, "Wright, Jerome T (Taylor)" <Taylor.Wright@columbiasc.gov>
Subject: Fwd: [EXTERNAL] rezoning on 1232 Whittaker Council Meeting

Can we please share Daniel's motion with these citizens?

Steve Benjamin
 Mayor
 Columbia, South Carolina

Begin forwarded message:

From: "Archie, Shalaine D" <Shalaine.Archie@columbiasc.gov>
Date: September 14, 2020 at 5:27:17 PM EDT
To: "Benjamin, Stephen K (Steve)" <Stephen.Benjamin@columbiasc.gov>
Subject: FW: [EXTERNAL] rezoning on 1232 Whittaker Council Meeting

Shalaine Archie
 Executive Assistant
 Office of Mayor Steve Benjamin
Shalaine.archie@columbiasc.gov

Attachment: Public Input on Whittaker Rezoning_4 (6185 : ZMA-2020-0016: 1232 Whittaker Drive, TMS# 13909-09-02)



From: tinakburk [mailto:tinakburk@bellsouth.net]
Sent: Monday, September 14, 2020 5:04 PM
To: Archie, Shalaine D <Shalaine.Archie@columbiasc.gov>
Subject: [EXTERNAL] rezoning on 1232 Whittaker Council Meeting

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Dear Honorable Stephen Benjamin,

My husband and I live across the street from 1232 Whittaker Drive on Pineridge and we, along with a majority of our neighbors, are opposed to the rezoning of this property from an RS1 to an RS2.

I grew up in Atlanta and moved to Columbia for graduate school. I lived in a rental property within three blocks of my current home for 20 years after graduation. I fell in love with this area and the neighborhood feel. During that time I met many neighbors as I walked, some of those neighbors or their family members still live on Pineridge. My husband and I chose to buy our home on Pineridge.

There are only 17 homes on Pineridge between Whittaker and Brennen Rd. My husband and I have lived here for 20 years in January. The Coker family has lived here 23 years. The Barry/Orton family has been here 37 years. The McElveen/Lewis family has lived here 40 years moving just down the street when they needed a larger home. The Garrett/Cardone family has lived here 53 years. The Hiers/Atkins family has lived here 39 years. The Hiers family has lived in the same home for 63 years. This is a neighborhood. This is not a development.

We oppose the rezoning of 1232 Whittaker to RS2. The current owner, Wade Carlisle, purchased a single family home on an RS1 lot in an established neighborhood. The attached map shows the date each home was built on Pineridge and the surrounding Whittaker homes. All the homes were built between 1947 and 1973. The home that was located at 1232 was built in 1950. That home was surrounded by homes built in the same era. It is a shame that the home at 1232 was allowed to decline but

the property and its established gardens could be beautiful again with proper care.

Many Pineridge neighbors have lived, raised families, worked and voted in this neighborhood for decades. Please allow our neighborhood to stay a neighborhood, not be redesigned as a development.

Please see the attached neighborhood map below.

Thank you for considering our position in this matter and for your service on the City Council.

Tina Burkizer
4319 Pineridge Rd
Columbia, SC 29206



Hammond, Erika

From: Wilson, Teresa B
Sent: Tuesday, September 15, 2020 3:26 PM
To: Hammond, Erika
Subject: Fwd: [EXTERNAL] Proposed zoning change to 1232 Whittaker Drive, Kilbourne Park

Teresa Wilson
 City Manager
 City Hall; 1737 Main Street
 Columbia, SC 29201

Phone: 803-545-3026
 Fax: 803-401-8800
 Mobile: 803-413-3118
Teresa.Wilson@columbiasc.gov
 ColumbiaSC.gov

Begin forwarded message:

From: "Benjamin, Stephen K (Steve)" <Stephen.Benjamin@columbiasc.gov>
Date: September 15, 2020 at 3:17:12 PM EDT
To: "Hampton, Krista M" <Krista.Hampton@columbiasc.gov>, "Wilson, Teresa B" <Teresa.Wilson@columbiasc.gov>, "Wright, Jerome T (Taylor)" <Taylor.Wright@columbiasc.gov>
Subject: Fwd: [EXTERNAL] Proposed zoning change to 1232 Whittaker Drive, Kilbourne Park

Can we please share Daniel's motion with these citizens?

Steve Benjamin
 Mayor
 Columbia, South Carolina

Begin forwarded message:

From: Peggy Thompson <pegthomp@aol.com>
Date: August 30, 2020 at 3:25:25 PM EDT
To: "Benjamin, Stephen K (Steve)" <Stephen.Benjamin@columbiasc.gov>
Cc: "Wilson, Teresa B" <Teresa.Wilson@columbiasc.gov>
Subject: [EXTERNAL] Proposed zoning change to 1232 Whittaker Drive, Kilbourne Park
Reply-To: Peggy Thompson <pegthomp@aol.com>

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

Attachment: Public Input on Whitaker Rezoning_4 (6185 : ZMA-2020-0016: 1232 Whittaker Drive, TMS# 13909-09-02)

Dear Mayor Benjamin:

My spouse and I live at 1302 Whittaker Drive on the corner of Pineridge and Whittaker, directly across from the above mentioned property on the Pineridge side, and will be greatly impacted by any zoning changes. My corner lot is an RS-1, as is the above mentioned property, the lots to the south of the property on Whittaker, and the lots on Whittaker directly across from the property. I understand that the lot is not large enough to be subdivided into two RS-1 lots, and therefore the developer has asked for the zoning to be changed to RS-2 to permit more than one house.

My concern is that, once the zoning is changed, that the developer will do what business people do, which is to handle the property in the way which will make the most money. 1) The developer could sell the lot to someone else who has no ties to the neighborhood and who doesn't care if the character of the neighborhood is impacted by multiple tall skinny townhouses, as has been done at the corner of Beltline and Buchanan; 2) renege on promises made to the residents that there will be two houses and develop three houses separated by only a few feet, as was recently done in Heathwood on Devereaux. If either of these scenarios happen, my once older, pleasant, quiet, tree-lined, and modest neighborhood will be forever changed; the noise pollution from cars and increased traffic alone will destroy its character. The developer does not live in this neighborhood and will not be impacted by the construction (which, if more than one house, could take several years) as I and my neighbors will. I would like to point out that the lot is already being cleared; construction of several houses on the lot will coincide with current and future street closures due to city water line work in the neighborhood.

We are also irritated that, despite the fact that most of the residents in the immediate vicinity of the parcel objected in writing to the rezoning at the Planning Commission meeting on July 13, our concerns were dismissed as irrelevant; the published agenda for the Planning Commission on that date recommended the zoning change, prior to our input. I certainly hope this will not be the case with City Council.

Please do not change the zoning of this parcel from RS-1 to RS-2. Thank you.

Peggy Thompson and Sharon May
1302 Whittaker Drive
Columbia, SC 29206



We Are Columbia

MEETING DATE: October 20, 2020

DEPARTMENT: Planning and Development Services

FROM: *Krista Hampton, Director*

SUBJECT: ZONING MAP AMENDMENT for 901, 903, 911, and 919 S. Edisto Avenue, TMS# 11211-06-17, 11211-06-18, 11211-06-19, and 11211-06-20

**FUNDING SOURCE &
ORIGINAL BUDGET:**

PURPOSE:

Council District: 3

Proposal: Request to rezone the parcel from Light Industrial District (M-1) to General Residential District (RG-2)

Applicant: Robert F. Fuller, Attorney/Stratus Property Group

Staff Recommendation: Denial

PC Recommendation: 07/13/2020; Approval (7-0)

ATTACHMENTS:

- ZMA-2020-0014_SEdisto_ZPH (PDF)
- Public Input on S Edisto Rezoning (PDF)
- Public Input on S Edisto Rezoning_2 (PDF)
- Public Input on S Edisto Rezoning_3 (PDF)

HISTORY:

09/15/20

Columbia City Council

DEFER CONSIDERATION



CITY COUNCIL

September 15, 2020 at 2:00pm

Virtual Meeting Using Video Conferencing Technology, Columbia, SC

Zoning Map Amendment Case Summary **901, 903, 911, and 919 S. Edisto Avenue,** **TMS# 11211-06-17, 11211-06-18, 11211-06-19, and 11211-06-20**

Council District:	3
Proposal:	Request to rezone the parcel from Light Industrial District (M-1) to General Residential District (RG-2)
Applicant:	Robert F. Fuller, Atty/Stratus Property Group
Staff Recommendation:	Denial
PC Recommendation:	07/13/2020; Approval (7-0)
ZPH, 1st Reading:	09/15/2020; Pending
2nd Reading:	10/06/2020; Pending

CURRENT PARCEL CHARACTERISTICS/CONDITIONS

Acreage: 8.64 acres
Current Use: Vacant (Former Bldg. Supply)
Proposed Use: Residential
Current Land Use Classification: Employment Campus (EC)
Current Zoning: Light Industrial District (M-1)
Proposed Zoning: General Residential District (RG-2)

PLANS, POLICIES, AND LAND USE

Comprehensive Plan Land Use Classification

The future land use for the subject property is Employment Campus (EC) in the Future Land Use Map.

These are areas dedicated to concentrations of employment uses, including professional services, research and development, and light production facilities. They are often designed in parks with internal street networks, extensive green spaces, and large format buildings. These districts are most often found at the urban edge and require large tracts of land. These campuses are comprised primarily of office buildings including corporate offices, medical or professional offices, office suites, non-polluting manufacturing, and research and development uses. Redevelopment and infill in these districts with more supporting uses, such as multi-family residential or retail/entertainment uses, is encouraged, with access to multimodal transit stops in and near the employment campus.

Primary Types

Attachment: ZMA-2020-0014_SEdisto_ZPH (6191 : ZMA-2020-0014: 901, 903, 911, and 919 S. Edisto Avenue.)

- Office/Services Medium to High-rise
- Flex Medium to Extra Large

Secondary Types

- Multi-family Mixed-use Medium & High-rise
- Parking Structures

Tertiary Types

- Single-family Attached
- Multi-family Small to High-rise
- Commercial Small to Extra Large
- Parking Lots

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

The subject property is located within the study areas of three plans adopted by the City of Columbia: Rosewood Plan: A Corridor & Neighborhood Plan (2012); A Plan for the Redevelopment of East Central City (2004); and Columbia Owens Master Plan (2002).

The *Rosewood Plan: A Corridor & Neighborhood Plan* proposed a future land use of Technology Industrial (Ch. 4 pg. 30, Map 4.2). A portion of the property (the three smaller lots along S. Edisto) is also located within the area identified as a potential neighborhood design overlay (Ch. 4 pg. 32, Map 5.7). In general, the Plan discusses the need for walkability and improved/maintained tree canopy within Rosewood.

The subject property is also located within Cluster 5 of *A Plan for Redevelopment of East Central City*. The site analysis classified the small lots facing S. Edisto as within an area for potential revitalization, and the back portion of the larger lot falls within an area classified as existing industrial (Section 2, Page 8) but does not make a recommendation for future land use along the southern side of S. Edisto, and no activity nodes are identified in the immediate area (Section 4C, Page 14).

The *Columbia Owens Master Plan* was a redevelopment plan for which the primary recommendation was the development of a spine road for the study area which aligned with the existing S. Edisto route as adjacent to the subject properties (Exhibit 5 – Roadway Alternatives). The plan also proposed specific streetscape concepts for this roadway (Exhibits 6, 7, and 8) and vegetation along the road frontage (Exhibit 12 – Conceptual Master Plan Commercial/Research Option & Exhibit 13 – Conceptual Master Plan Residential/Research Option).

PROPOSED ZONING DISTRICT SUMMARY

The subject property is currently zoned Light Industrial District (M-1). The abutting properties in the City of Columbia have base zoning of Light Industrial District (M-1) and General Residential District (RG-2) to the North, East, and West and Light Industrial District (M-1) to the South.

The proposed zoning district is General Residential District (RG-2).

Light Industrial District (M-1)

The M-1 district is intended to accommodate wholesaling, distribution, storage, processing, light manufacturing and general commercial uses. Certain related structures and uses required to serve the needs of such uses are permitted outright or are permissible as special exceptions subject to restrictions and requirements intended to best fulfill the intent of this article.

General Residential District (RG-2)

The RG-1, RG-1A and RG-2 districts are intended as medium and high density residential areas permitting progressively higher population densities, characterized by single-family detached, two-family detached and multiple-family structures, and garden type apartments. Certain structures and uses required to serve

governmental, educational, religious, noncommercial recreational, and other needs of the areas are permitted outright or are permissible as special exceptions subject to restrictions and requirements intended to preserve and protect the residential character of the districts.

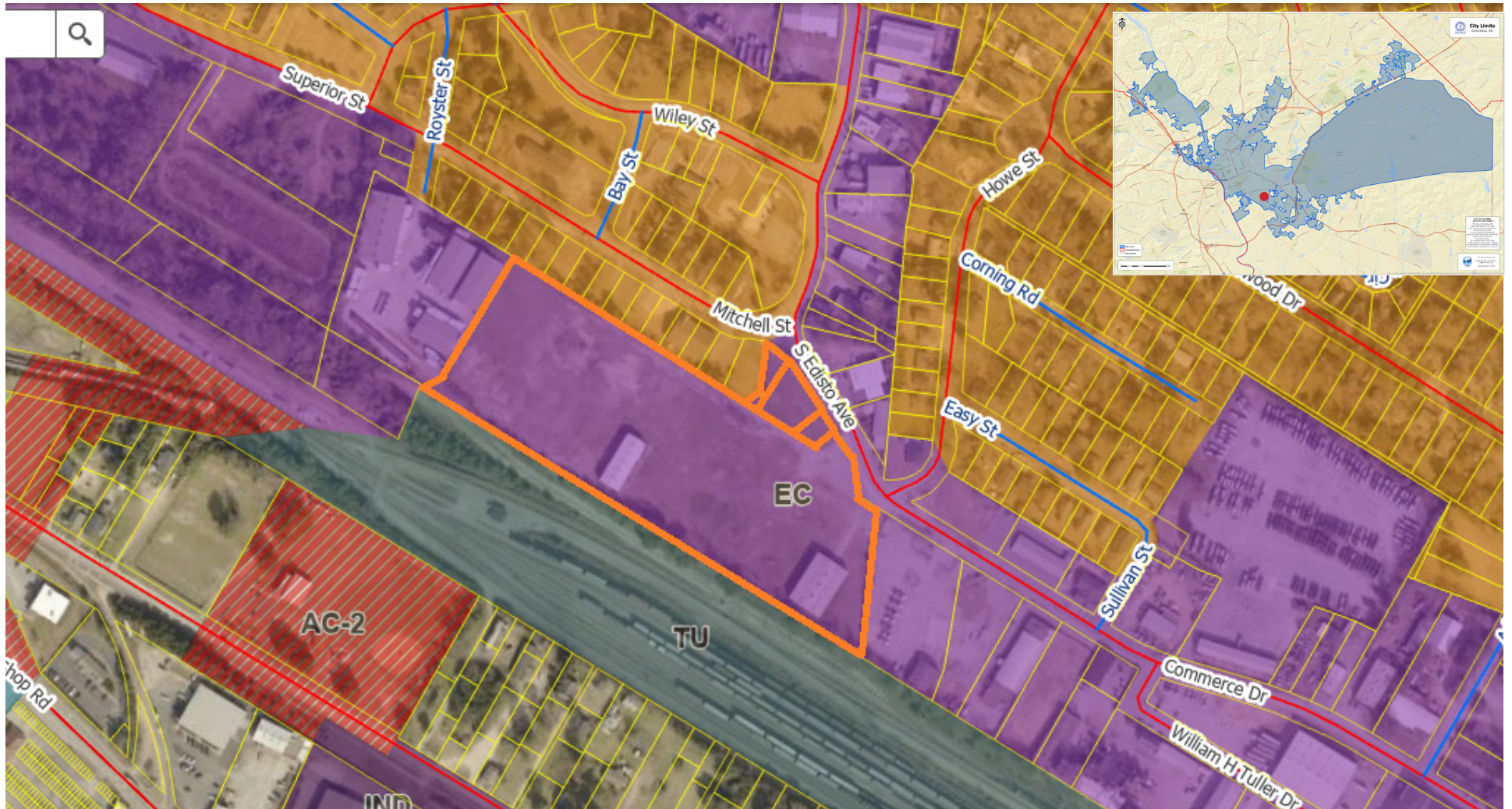
STAFF RECOMMENDATION

Staff recommends City Council deny the request to rezone the parcel from M-1 to RG-2.



Land Use Map

901, 903, 91, and 919 S. Edisto Avenue, TMS# 11211-06-17, 11211-06-18, 11211-06-19, and 11211-06-20; Existing FLU: EC



Prepared by: Shane Shaughnessy
August 6, 2020

UCMR-1 - Urban Core Mixed Residential - 1	UCR-2 - Urban Core Residential Large Lot	UEAC-2 - Urban Edge Regional Activity Center	S/A - Sports/Amusement
UCMR-2 - Urban Core Mixed Residential - 2	UER-1 - Urban Edge Residential Small Lot	AC-1 - Neighborhood Activity Corridor	C/I - Civic/Institutional
UCMR-3 - Urban Core Mixed Residential - 3	UER-2 - Urban Edge Residential Large Lot	AC-2 - Community Activity Corridor	CBA - Central Business Area
UEMR - Urban Edge Mixed Residential	AC-3 - Regional Activity Corridor	EC - Employment Campus	ZOO - Riverbanks Zoo & Garden
UCMF - Urban Core Multi-family	UCAC-1 - Urban Core Neighborhood Activity Center	IND - Industrial	UC - Universities/Colleges
UEMF - Urban Edge Multi-family	UCAC-2 - Urban Core Community Activity Center	TU - Transportation & Utilities	FJ - Fort Jackson
UCR-1 - Urban Core Residential Small Lot	UCAC-3 - Urban Core Regional Activity Center		T/S - Transitional/Sensitive Lands
	UEAC-1 - Urban Edge Community Activity Center		

DISCLAIMER:

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

Zoning Map

901, 903, 911, and 919 S. Edisto Avenue, TMS# 11211-06-17, -18, -19, and -20
Current Zoning: M-1 Proposed Zoning: RG-2



We Are Columbia



Prepared by: Shane Shaughnessy
June 9, 2020

DISCLAIMER:

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Re: Case ID# CUB-00036
 Permit/Zoning/Subdivision# ZMA-2020-0014
 Applicant Robert Fuller

Location: Columbia
 Latitude: 33.9788080093304
 Longitude: -81.0114518894161
 Description: Rezoning from M-1 to RG-2 for multifamily
**** FINDING OF INCOMPATIBLE AIRPORT LAND USE ****

Dear Erica Jaen:

The airport land use notification application referenced above was received on 6/3/2020 and was reviewed by the staff of the South Carolina Aeronautics Commission pursuant to Section 55-13-5 of the South Carolina Code of Laws, as amended. Based upon the aforementioned review, the proposed land use change has been determined by the staff to be incompatible with JIM HAMILTON L.B. OWENS and the Aeronautics Commission has determined that the application proposes an activity or development that poses an unreasonable or unacceptable risk to aviation safety or to persons and property on the ground. As such the Aeronautics Commission recommends that the proposed land use change be denied. It is possible that with a modification of the location, design, or type of activity that is proposed, Aeronautics would reconsider its determination.

Our determination is based upon the following factors:

Southeast corner of the property falls inside the Runway 31 Departure Runway Protection Zone.

The majority of the property falls within the Inner Approach Zone for Runway 13. Multi-family housing land use is incompatible with Inner Approach Zone.

Permitted uses with the Inner Approach Zone are very low-density residential (e.g., single-family homes on large lots, one acre or greater); light manufacturing and commercial; small businesses; warehouses; roads; and agriculture.

Along with this letter, we are including a land use evaluation summary and scorecard based on Aeronautics' standards, which should provide further information regarding our review.

Additionally, Aeronautics expects compliance with and enforcement of any and all local zoning and/or land use control ordinances, particularly those pertaining to height, hazard, and compatible land use near JIM HAMILTON L.B. OWENS, as applicable to the proposed land use change.

As per Section 55-13-5 of the South Carolina Code of Laws, City of Columbia must respond substantively in writing to each comment, separately stated before the issuance of any permit or

approval.

On behalf of the South Carolina Aeronautics Commission, we very much appreciate the opportunity to provide these comments. We are willing to describe for you in detail the reasons behind our recommendation. Please let us know if you have any questions.

Sincerely,

SCAC Admin
Admin Account

Attachment: ZMA-2020-0014_SEdisto_ZPH (6191 : ZMA-2020-0014: 901, 903, 911, and 919 S. Edisto Avenue,)

Case: CUB-00036**Structure Location**

Center Latitude: 33.9788080093304

Center Longitude: -81.0114518894161

Height Analysis Values

Structure Height: 40'

Vertical Buffer: 20'

Structure Ground Elevation: 202' (*Reference DEM Elevation: 209'*)

Structure Top Elevation: 262'

Existing Maximum Allowed Part 77 Height: 264'

Existing Maximum Allowed TSS Height: 313'

Future Maximum Allowed Part 77 Height: 243'

Future Maximum Allowed TSS Height: 287'

Height Compatibility Score

Conditional: Your proposed structure would likely be considered conditionally compatible by airspace height criteria as determined by SC Aeronautics. The proposed structure(s) may be subject to other local land use controls, including but not limited to building permits, zoning regulations, aviation easements, disclosures, or public notices. One or more of these land use controls would likely be recommended by SC Aeronautics as part of our review. It is also important that the proposed structure, if you intend to build it, be submitted to the FAA using Form 7460-1 "Notice of Proposed Construction or Alteration", available online at <http://oeaaa.faa.gov>. Please contact SC Aeronautics, or your local planning or building permit official, if you have further questions.

Is a zoning change or subdivision of property proposed?

Yes

Is the zoning change or subdivision for an airport-related use?

No = Incompatible

Will fuel sales, storage or distribution be permitted or included by the proposed airport-related use, zoning change, or subdivision?

No = Compatible

Will the storage of hazardous or flammable material, as defined by the International Building Code such as natural gas, propane, chemicals, etc., be permitted or included by the proposed airport-related use, zoning change, or subdivision?

No = Compatible

Will any wildlife attractants including detention ponds, be permitted or

included by the proposed airport-related use, zoning change, or subdivision?

Wildlife attractants include features that create bird strike hazards, particularly detention and retention ponds, landfills, wastewater treatment plants, open mining operations, debris/soil piles, and created wetlands.

No = Compatible

	Compatible	Conditional	Incompatible
Height		✓	
Land Use			✓
Fuel Sales, etc.	✓		
Hazardous Materials	✓		
Wildlife Attractant	✓		



Mail Processing Center
Federal Aviation Administration
Southwest Regional Office
Obstruction Evaluation Group
10101 Hillwood Parkway
Fort Worth, TX 76177

Aeronautical Study No
2020-ASO-16322-OE

17.a

Issued Date: 06/22/2020

Jeff Koon
Status Development Group
PO Box 81284
Athens, GA 30608

**** DETERMINATION OF NO HAZARD TO AIR NAVIGATION ****

The Federal Aviation Administration has conducted an aeronautical study under the provisions of 49 U.S.C., Section 44718 and if applicable Title 14 of the Code of Federal Regulations, part 77, concerning:

Structure:	Building The Rosewood Development
Location:	Columbia, SC
Latitude:	33-58-42.41N NAD 83
Longitude:	81-00-36.62W
Heights:	200 feet site elevation (SE) 35 feet above ground level (AGL) 235 feet above mean sea level (AMSL)

This aeronautical study revealed that the structure does not exceed obstruction standards and would not be a hazard to air navigation provided the following condition(s), if any, is(are) met:

It is required that FAA Form 7460-2, Notice of Actual Construction or Alteration, be e-filed any time the project is abandoned or:

- ☐ At least 10 days prior to start of construction (7460-2, Part 1)
☒ Within 5 days after the construction reaches its greatest height (7460-2, Part 2)

Based on this evaluation, marking and lighting are not necessary for aviation safety. However, if marking/lighting are accomplished on a voluntary basis, we recommend it be installed in accordance with FAA Advisory circular 70/7460-1 L Change 2.

This determination expires on 12/22/2021 unless:

- the construction is started (not necessarily completed) and FAA Form 7460-2, Notice of Actual Construction or Alteration, is received by this office.
- extended, revised, or terminated by the issuing office.
- the construction is subject to the licensing authority of the Federal Communications Commission (FCC) and an application for a construction permit has been filed, as required by the FCC, within 6 months of the date of this determination. In such case, the determination expires on the date prescribed by the FCC for completion of construction, or the date the FCC denies the application.

NOTE: REQUEST FOR EXTENSION OF THE EFFECTIVE PERIOD OF THIS DETERMINATION MUST BE E-FILED AT LEAST 15 DAYS PRIOR TO THE EXPIRATION DATE. AFTER RE-EVALUATION OF CURRENT OPERATIONS IN THE AREA OF THE STRUCTURE TO DETERMINE THAT NO SIGNIFICANT AERONAUTICAL CHANGES HAVE OCCURRED, YOUR DETERMINATION MAY BE ELIGIBLE FOR ONE EXTENSION OF THE EFFECTIVE PERIOD.

17.a

This determination is based, in part, on the foregoing description which includes specific coordinates, heights, frequency(ies) and power. Any changes in coordinates, heights, and frequencies or use of greater power, except those frequencies specified in the Colo Void Clause Coalition; Antenna System Co-Location; Voluntary Best Practices, effective 21 Nov 2007, will void this determination. Any future construction or alteration, including increase to heights, power, or the addition of other transmitters, requires separate notice to the FAA. This determination includes all previously filed frequencies and power for this structure.

If construction or alteration is dismantled or destroyed, you must submit notice to the FAA within 5 days after the construction or alteration is dismantled or destroyed.

This determination does include temporary construction equipment such as cranes, derricks, etc., which may be used during actual construction of the structure. However, this equipment shall not exceed the overall heights as indicated above. Equipment which has a height greater than the studied structure requires separate notice to the FAA.

This determination concerns the effect of this structure on the safe and efficient use of navigable airspace by aircraft and does not relieve the sponsor of compliance responsibilities relating to any law, ordinance, or regulation of any Federal, State, or local government body.

If we can be of further assistance, please contact our office at (816) 329-2525, or natalie.schmalbeck@faa.gov. On any future correspondence concerning this matter, please refer to Aeronautical Study Number 2020-ASO-16322-OE.

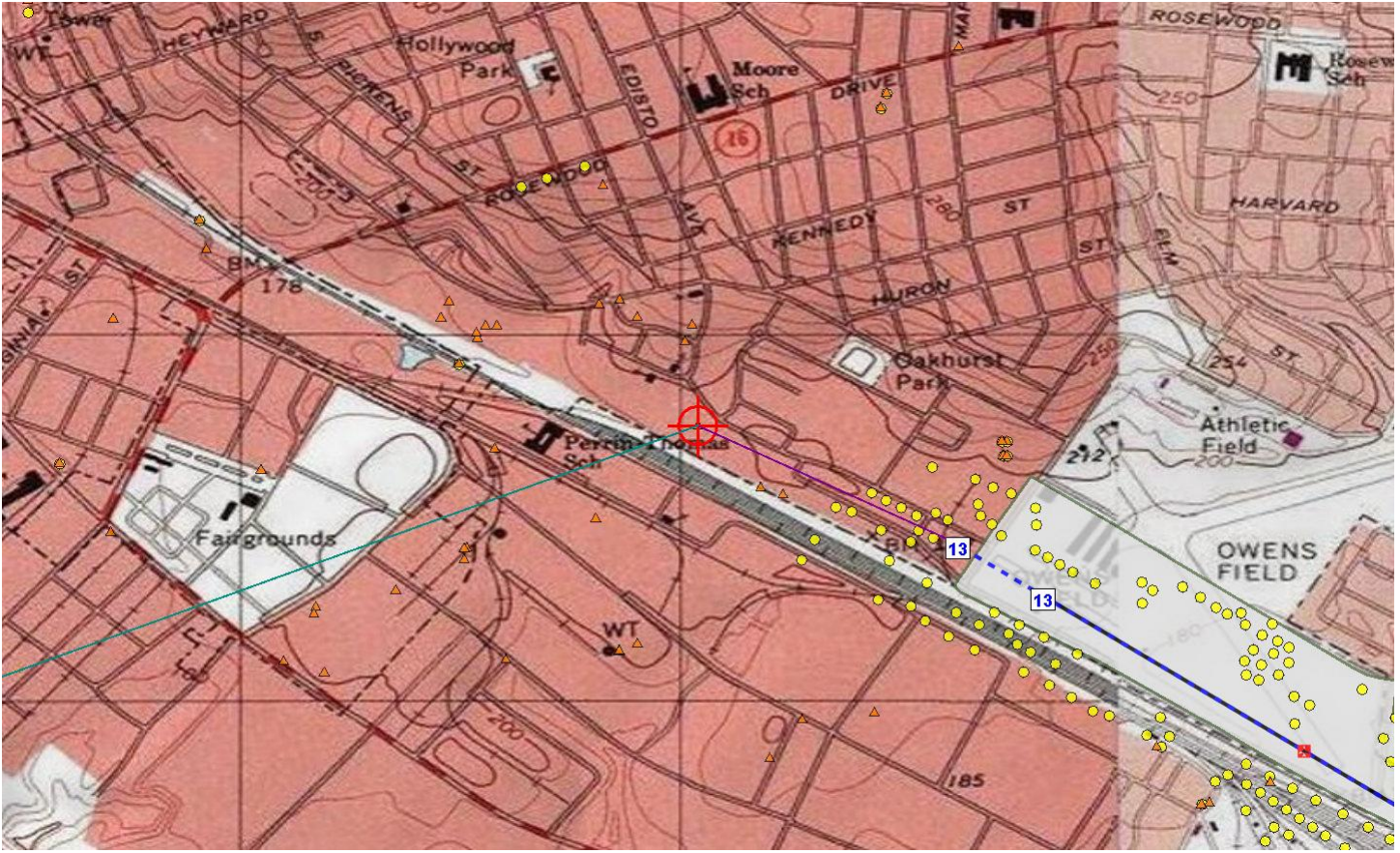
Signature Control No: 441760137-443522487

(DNE)

Natalie Schmalbeck
Technician

Attachment(s)
Map(s)

Attachment: ZMA-2020-0014_SEdisto_ZPH (6191 : ZMA-2020-0014: 901, 903, 911, and 919 S. Edisto Avenue,)



Attachment: ZMA-2020-0014_SEdisto_ZPH (6191 : ZMA-2020-0014: 901, 903, 911, and 919 S. Edisto Avenue.)

Table of Permitted Uses
M-1
Permitted Principal Uses
Food crops grown within a covered enclosure
General farms, primarily crop
Agricultural services with indoor kennels
Agricultural services with outdoor kennels
Landscape counseling and planning
Lawn and garden services
Ornamental shrub and tree services
Building construction-General contractors and operative builders
Building Construction - Office Only
Construction other than building construction-General contractors
Construction other than building construction - Office Only
Construction-Special trade contractors
Construction - Special trade contractors - Office Only
Food and kindred products
Bakery products
Microbrewery (Sec. 17-290) products
Apparel and other finished products made from fabrics and similar materials
Lumber and wood products, except furniture
Furnitures and fixtures
Printing, publishing and allied industries
Measuring, analyzing and controlling instruments; photographic, medical and optical goods; watches and clocks
Railway express service
Local and suburban transit and interurban highway passenger transportation and service facilities for motor vehicle passenger transportation
Motor freight transportation and warehousing
Trucking, local and long distance
Motor freight transportation and warehousing: Local trucking without storage
Motor freight transportation and warehousing: Local trucking with storage
Public warehousing
Public warehousing: Miniwarehouse (Sec. 17-260)

Table of Permitted Uses
RG-2
Permitted Principal Uses
Water supply services
Sewerage Systems (Sec. 17-262)
Municipal or other passive recreation facilities (parks, greenways, including administrative facilities)
Detached One-Family Dwelling
Attached One-Family Dwelling
Attached Two-Family Dwelling
Multi-Family Dwelling
Group Development
Police and Fire Protection
Permitted in District, provided owner and/or tenant complies with the associated conditions set forth in this article
Municipal active recreation facilities (athletic ball fields, swimming pools, playgrounds, including administration facilities)(Sec. 17-289)
Permitted Accessory Use
Coin-operated laundries and dry cleaning
Permitted as an Accessory Use or as a Principal Use by Special Exception
Food crops grown within a covered enclosure
General farms, primarily crop
Roominghouses and boardinghouses
Organization hotels and lodginghouses on membership basis
Public Golf Course
Elementary and Secondary Schools (17-296)
Libraries and Information Centers
Religious Organizations
Special Exception by Board of Zoning Appeals
Electric substations
Cemetery subdividers and developers
Parking Lots
Membership Sports and Recreation Clubs
Day Care Facilities (17-265)
Residential Care (17-266)

Table of Permitted Uses
M-1
Private Commercial Storage (Sec. 17-260)
U.S. Postal Service
Water transportation
Transportation by air
Pipelines
Transportation services
Arrangement of Transportation Services
Telephone communication (wire or radio)
Communication: Telegraph
Radio and television broadcasting
Communication: Cable
Electric substations
Water supply services
Sewerage Systems (Sec. 17-262)
Motor vehicles and automotive parts and supplies
Wholesale trade-Durable goods
Wholesale trade, Non durable goods: Paper and paper products
Wholesale trade, Non durable goods: Apparel - Goods and notions
Wholesale trade, Non durable goods: Groceries and related products
Wholesale trade, Non durable goods: Farm products-Raw materials
Wholesale trade, Non durable goods: Chemicals and allied products
Wholesale trade, Non durable goods: Beer, wine and distilled alcoholic beverages
Wholesale trade, not durable goods: Miscellaneous nondurable goods
Retail Trade: Lumber and other building materials dealers
Paint, glass and wallpaper stores
Hardware stores
Retail nurseries, lawn and garden supply stores
General merchandise stores: Miscellaneous general merchandise stores
Grocery Stores
Fruit stores and vegetable markets
Retail bakeries
Food stores: Miscellaneous
Motor vehicle dealers (new and used)(Sec. 17-286)
Motor vehicle dealers (used only)(Sec. 17-286)
Auto and home supply stores (Sec. 17-286)
Gasoline service stations (Sec. 17-286)
Boat dealers (Sec. 17-286)

Table of Permitted Uses
RG-2
Mobile home parks subject to article VI division 2
Fraternity and sorority houses

Table of Permitted Uses
M-1
Recreational and utility trailer dealers (Sec. 17-286)
Apparel and accessory stores
Furniture, home furnishings and equipment stores
Eating Places
Drinking Places (alcoholic beverages)(Sec. 17-269)
Drugstores and proprietary stores
Miscellaneous shopping goods stores
Mail order house
Non-store retailers: Automatic merchandising machine operators
Fuel and ice dealers, except oil fuel dealers and bottled gas dealers
Fuel oil dealers
Liquified petroleum gas (bottled gas) dealers
Florist
Cigar store and stands
New dealers and newsstands
Miscellaneous retail stores, not elsewhere classified
Finance, Insurance, and Real Estate
Banquet Hall
Cemetery subdividers and developers
Suite Hotel (Sec. 17-271)
Bed and breakfast hotel (Sec. 17-271)
Power laundries
Garment pressing and agents for laundries and dry cleaners
Linen supply
Diaper service
Coin-operated laundries and dry cleaning
Dry cleaning plants, except rug cleaning
Carpet and upholstery cleaning
Industrial launderers
Laundry and garment services not elsewhere classified
Photographic Studios, portrait
Beauty Shops
Barbershops
Shoe repair shops, shoeshine parlors, and hat cleaning shops
Miscellaneous personal services, except massage parlors and spas
Advertising agencies
Outdoor advertising agencies
Consumer credit reporting agencies

Table of Permitted Uses
RG-2

Table of Permitted Uses
M-1
Blueprinting and photocopying (Sec. 17-264)
Commercial photography, art and graphics
Stenographic services and reproduction services not elsewhere classified
Disinfecting and extermination services
Cleaning and maintenance services to dwellings and other buildings not elsewhere classified
Equipment rental and leasing services
Personal supply services
Miscellaneous business services: Miscellaneous
Business services not elsewhere classified
Employment agencies
Computer and data processing services
Detective agencies and protective services
Photofinishing laboratories
Passenger car rental and leasing without driver
Truck rental and leasing without drivers
Utility trailer and recreational vehicle rental
Parking Lots
Automotive repair shops
Carwashes
Automotive services, except repair and carwashes
Radio and mobile telephone installation shops
Radio and television repair shops
Refrigeration and air conditioning service and repair shops
Reupholstery and furniture repair
Watch and jewelry repair
Welding repair
Repair shops, not otherwise classified
Motion picture theaters except drive-in
Bowling alleys and billiard and pool establishments
Physical fitness facilities and yoga facilities
Dance studios
Professional sports clubs and promoters
Racing including track operations
Municipal or other passive recreation facilities (parks, greenways, including administrative facilities)
Public golf courses
Coin-operated amusement devices
Amusement parks
Membership Sports and Recreation Clubs
Amusement and recreation services not elsewhere classified

Table of Permitted Uses
RG-2

Table of Permitted Uses
M-1
Offices of physicians
Medical and dental laboratories
Legal services
Business and secretarial schools
Vocational schools except vocational high schools not elsewhere classified
Job training and vocational rehabilitation services
Museums and art galleries
Arboreta, botanical and zoological gardens
Business associations
Professional membership
Labor Unions and similar labor organizations
Civic, social and fraternal associations
Political organizations
Religious organizations
Engineering, architectural, and surveying services
Accounting, auditing, and bookkeeping services
Commercial, physical and biological research
Commercial economic, sociological, and educational research
Noncommercial research organization
Testing laboratories
Management and public relations services
Miscellaneous services
Police and Fire Protection
Permitted in District, provided owner and/or tenant complies with the associated conditions set forth in this article
Used merchandise stores without weapons (Sec. 17-87)
Non-depository personal credit institutions (pay day loan and/or title loan establishments (Sec. 17-294)
Municipal active recreation facilities (athletic ball fields, swimming pools, playgrounds, including administration facilities)(Sec. 17-289)
Offices and clinics of other health practitioners, including therapeutic massage (17-288)
Dormitories , Private (Sec. 17-321)
Permitted Accessory Use
Aquaponics
Special Exception by Board of Zoning Appeals
Gas production and distribution
Wholesale trade-durable goods-Scrap
Liquor Stores
Used merchandise stores with weapons

Table of Permitted Uses
RG-2

Table of Permitted Uses
M-1
Pawn shops
Body piercing facilities and tattoo establishments
Recycling centers (see Sec. 17-273)
Parking structures
Drive-in motion picture theaters
Bingo parlors
Libraries and information centers
Day Care Facilities (Sec. 17-265)
Dormitories, Public
Fraternity and sorority houses
Correctional insitutions

Table of Permitted Uses
RG-2



2553 Airport Boulevard
West Columbia, SC 29170
(803) 896-6262
www.scaeronautics.com

Henry D. McMaster
GOVERNOR

James D. Stephens
EXECUTIVE DIRECTOR

Aeronautics Commission

Delphin A. Gantt, Jr.
CHAIRMAN

Vacant
DISTRICT 1

David Anderson
DISTRICT 2

Skeets Cooper
DISTRICT 3

Lara Kaufmann
DISTRICT 4

Charles "Doug" Barnes
DISTRICT 5

Marco Cavazzoni
DISTRICT 6

Vacant
DISTRICT 7

September 9, 2020

Ms. Krista Hampton, Director
Rachel L. Bailey, Esq.
Zoning Administrator
Planning & Development Services
1136 Washington Street
Columbia, South Carolina 29201

Re: "The Rosewood" – Finding of Incompatibility

Dear Ms. Hampton and Ms. Bailey:

The South Carolina Aeronautics Commission (the "Commission") is a state agency charged with the development and maintenance of public use airports in South Carolina as well as administering the provisions of Title 55 of the South Carolina Code of Laws. In 2012, Title 55 was amended to require zoning officials to provide to the Commission all applications and requests for rezoning for parcels located in the vicinity of such airports for review and comment. It is my understanding that your staff provided the staff at the Division of Aeronautics with information regarding a project known as "The Rosewood," and the Division determined that the proposed project was located in the Runway Protection Zone for the Columbia Downtown Hamilton-Owens Airport, and that the proposed activity was determined to be incompatible with FAA land use standards that are utilized by the Commission.

I am informed that in spite of this finding, the Planning Commission approved the project, and that City Council will determine whether to change the zoning of the parcels to allow the proposed project to proceed.

Section 55-13-5 of the Code states:

Land use decision by county and municipal governments and local agencies shall take into account the presence of airport land use zones and airport safety zones and consult with the division, when possible prior to making land use decision within airport land use zones and airport safety zones. If the division provides comments, within thirty days, the governmental body must respond substantively in writing to each comment, separately stated before the issuance of the permit or approval...Land use decision by county and municipal governments and local agencies shall take into account the presence of airport land use zones.

September 9, 2020
Hampton and Bailey
Page 2

Land use decisions in airport land use zones should avoid and minimize the impact to interruption of aircraft operations, aviation safety, including approach, landing takeoff, and departure criteria established by the Federal Aviation Administration or nationally recognized industry standards. (*italics added*)

In addition to the aforementioned, the Code provides the authority for the Division to seek relief and take action to enjoin or abate an action that would create an imminent or foreseeable hazard to aviation safety.

Neither the Planning Commission nor the staff provided *any* response to the Division of Aeronautics regarding The Rosewood project as required by law. Should the City Council decide to rezone the property to allow this project without compliance under South Carolina law, the Division will have no choice but to appeal such decision, seek a stay of any action, and seek cost recovery as allowed by law.

The Planning Commission failed not only to consider the Finding of Incompatibility by the Division of Aeronautics, but it apparently ignored the objection by the Richland County Airport Commission. I am also advised that City planning staff further recommended against the project. We believe that the Planning Commission was in error to approve this project without compliance with 55-13-5. Should the City proceed to grant approval of the rezoning for The Rosewood in the same manner, litigation will likely follow.

In addition to the apparent procedural omissions that result from noncompliance with Title 55, approval of this project presents basic public safety issues. Should the proposed project be approved, it will result in the location of residential structures in the Runway Protection Zone which is in the approach and departure zone for the Airport, it will constitute a hazard to the residents on the ground and persons in the air, there will be incompatible noise complaints, and in the unfortunate instance of an accident, the lives of persons living in the Runway Protection Zone and on aircraft will be at risk. New development in a Runway Protection Zone violates FAA land use standards and the Commission's adoption of the same.

For these reasons, we recommend that the City deny the rezoning.

While the Commission does not want to engage in litigation with the City regarding this matter, the Code provides such authority, particularly where the City has not complied with specific requirements of the law. After you have had the

Attachment: Public Input on S Edisto Rezoning (6191 : ZMA-2020-0014: 901, 903, 911, and 919 S. Edisto Avenue.)

September 9, 2020
Hampton and Bailey
Page 3

opportunity to review this letter, please contact me should you wish to seek informal resolution of the matter.

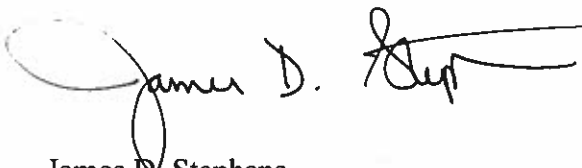
We wish to point out that both the developer's attorney and engineer have incorrectly claimed in their correspondence to the City that the Aeronautics Commission "represents a single interest to the exclusion of all others – keep as much development away from an airport as possible." The Commission's interest has also been sophomorically characterized as "myopic." Provisions of the South Carolina Code that were enacted by the Legislature mandating the Commission's involvement are in the public interest. The Code is designed to promote harmonious development that also ensures the safety of airports, aircraft, and persons and property on the land surface.

There is also a significant public investment in infrastructure at the Hamilton-Owens Airport, and the Commission is charged with ensuring that the infrastructure that is constructed and maintained by public funds is not adversely impacted by irresponsible private development. In addition, Richland County is the airport sponsor, and it is charged with compliance with FAA and Aeronautics Commission grant assurances. Allowing new development in the Runway Protection Zone violates such assurances and could jeopardize future funding for the Airport. While we cannot speak for the Richland County Airport Commission, as a representative of the airport sponsor, under the circumstances, the Richland County Airport Commission's objection to the project is reasonable.

The FAA's determination that there is "no hazard to air navigation" is solely related to the presence of obstructions such as towers, antennae, and buildings. The FAA determination did not address land use considerations. As such, the City should not misinterpret this finding.

I would kindly appreciate your including this letter in the packet for the review by City Council in making a final decision. Lastly, should there be any change in the planned hearing date of September 15, please let me know. We would like to attend the hearing and make a presentation to City Council. Thank you very much for your assistance.

Sincerely,



James D. Stephens
Executive Director

cc: The Honorable Steve Benjamin
Chris Eversmann, P.E.
Delphin A. Gantt, Jr.
John Adams Hodge, Esquire

Attachment: Public Input on S Edisto Rezoning (6191 : ZMA-2020-0014: 901, 903, 911, and 919 S. Edisto Avenue.)

Hammond, Erika

From: Brennan, Will J
Sent: Friday, September 11, 2020 10:36 AM
To: Hammond, Erika
Subject: Fw: FW: [EXTERNAL] The Rosewood - Columbia

From: Michele Huggins <michelehuggins42@gmail.com>
Sent: Tuesday, July 28, 2020 5:33 PM
To: ALLISON TERRACIO <TERRACIO.ALLISON@richlandcountysc.gov>; Brennan, Will J <Will.Brennan@columbiasc.gov>; Duvall Jr, Howard E <Howard.Duvall@columbiasc.gov>
Cc: Whitney Denton <whitney.denton2017@gmail.com>; DOWDEY, GARY <DOWDEY@cec.sc.edu>; tmalson72@gmail.com <tmalson72@gmail.com>; mikeely@hotmail.com <mikeely@hotmail.com>; Watson, Bessie <watson.bessie@gmail.com>; ramundson@sc.rr.com <ramundson@sc.rr.com>; swmspac@gmail.com <swmspac@gmail.com>; James McComb <jrmccombjr@yahoo.com>; eversmann.chris@richlandcountysc.gov <eversmann.chris@richlandcountysc.gov>
Subject: Re: FW: [EXTERNAL] The Rosewood - Columbia

Good Afternoon Everyone,

Yesterday evening South Kilbourne Board and Bessie Watson with Edisto Court Community met to discuss the proposed development known as “The Rosewood”. Our decision after review of the proposed development does not support the development for the following reasons...

- 1) The proposed development does not align with the Edisto Court Community 25- year plan. Any questions regarding this plan need to be addressed to Sara Williams, Bessie Watson and the Edisto Court Community Board members.
- 2) After visiting the proposed development area, we discovered that there were several immediate community members who were completely unaware of this proposed development. These community members are living in homes that have been in the family for generations and they are not in favor of this type of development.
- 3) There is a community church at this intersection that was founded by Edisto Court Community members generations ago and this church according to City of Columbia historic preservation guidelines would be deemed to have historic significance.
- 3) Local business owners were immediately concerned about the poorly maintained roads and the amount of increased traffic from the result of this development. One owner specifically pointed out the number of cold pothole patches on Mitchell and South Edisto/Commerce Dr. causing a driver to play frogger to dodge them.
- 4) This proposed development location is where 3 roads intersect and an increase in traffic of this volume would be overwhelming for the neighborhood and a safety hazard. There is no way to accommodate this intersection for additional traffic without displacing long term residents.

Attachment: Public Input on S Edisto Rezoning (6191 : ZMA-2020-0014: 901, 903, 911, and 919 S. Edisto Avenue,)

- 5) If such development is approved, there would be a potential increase of over 200 vehicles a day on narrow neighborhood streets where residents often park on the road.
- 5) The infrastructure in this area cannot support this development. A retention pond cannot make up for the aging stormwater system. The antiquated water, sewer and stormwater system cannot handle the proposed development of this size when it is barely able to maintain the existing structures.
- 6) These occupants would have noise pollution from the railroad and airport reducing enjoyment of their residence.
- 7) Based on Richland County Airport Commission's points for consideration we feel this is not the best use of property.
- 8) All environmental issues on this property need to be resolved with proof of remediation before any development should be approved. This remediation should occur before any development plans are allowed or finalized.
- 9) It is very discerning to know that the developer did not reach out to the immediate community in which he wishes his proposal to go. There are several signs around the area stating it is the Edisto Community.
- 10) Reviewing the developer's website, we found that the developer developed housing near universities and how many of those tenants have guarantor rent agreements. The proposed area in the Edisto Court/Rosewood area is not applicable housing of this size and should not be considered as such.

While we appreciate the effort this developer has gone to, we feel he has not truly looked at the Edisto Community or Rosewood to present a plan that is in line with the area. Affordable single-family housing is more in line with the character of the neighborhood. If you feel in need to discuss this further, please do not hesitate to reach out.

Sincerely,
 Michele B. Huggins
 South Kilbourne Neighborhood Association
 President

Hammond, Erika

From: Brennan, Will J
Sent: Friday, September 11, 2020 10:28 AM
To: Hammond, Erika
Subject: Fw: [EXTERNAL] Richland County Airport Commission - City Land Use Position Near KCUB
Attachments: Councilman Brennan RCAC Land Use 9.01.2020.pdf; SCAC FindingLetter06-12-20 012659.pdf

From: PARRISH, JOHN <JDP5@mailbox.sc.edu>
Sent: Thursday, September 3, 2020 2:16 PM
To: Brennan, Will J <Will.Brennan@columbiasc.gov>
Cc: Joel McCreary <jm@msarch.net>; CHRIS EVERSMANN <EVERSMANN.CHRIS@richlandcountysc.gov>; ALLISON TERRACIO <TERRACIO.ALLISON@richlandcountysc.gov>; Jim Manning <Manning.Jim@richlandcountysc.gov>
Subject: [EXTERNAL] Richland County Airport Commission - City Land Use Position Near KCUB

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Good afternoon Councilman Brennan,

I know you're extremely busy so I'll be brief. Please see the attachments regarding a proposal recently approved by the City Council Planning Commission. As a professional pilot and the vice chair of the Richland County Airport Commission I was shocked at a residential building project being approved in the direct flight path of the Hamilton Owens Airport. Please help us protect the safety and integrity of the airport and it's surrounding area by not allowing this project to proceed. I share this unanimous opinion with all other Richland County Airport Commissioners. Please let me know if I can provide anymore information or you'd like to discuss in more detail. I thank you for your service and your time in considering this very important request. Stay healthy and well!

Respectfully,

John Parrish
Pilot
USC Flight Operations
Cell: 803.530.6243



Attachment: Public Input on S Edisto Rezoning (6191 : ZMA-2020-0014: 901, 903, 911, and 919 S. Edisto Avenue.)

Hammond, Erika

From: Brennan, Will J
Sent: Friday, September 11, 2020 10:27 AM
To: Hammond, Erika
Subject: Fw: [EXTERNAL] Rosewood Project

From: Christopher Yeakel <cyeakellts@gmail.com>
Sent: Saturday, September 5, 2020 10:31 AM
To: Brennan, Will J <Will.Brennan@columbiasc.gov>
Subject: [EXTERNAL] Rosewood Project

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Dear Will,

"Due to concerns of public safety as a Tenant /User of Jim Hamilton LB Owens Airport I am in strong opposition to the Proposed Residential Project known as ROSEWOOD".

As an aside Will, I have had a chance to meet you and I have worked with your mother, Stacey, in the profession of medicine for years. I miss seeing her at local meetings and at Shandon Pres. Please give her my best wishes and also from my wife Margaret, who knows her as well.

Thank you for your help with this important issue.

Chris

Christopher A. Yeakel, MD, FAAP, FASA

C: 803-312-2592

<mailto:cyeakellts@gmail.com>

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Attachment: Public Input on S Edisto Rezoning (6191 : ZMA-2020-0014: 901, 903, 911, and 919 S. Edisto Avenue,)

Hammond, Erika

From: Brennan, Will J
Sent: Friday, September 11, 2020 10:26 AM
To: Hammond, Erika
Subject: Fw: [EXTERNAL] Opposition to Proposed Residential Project known as ROSEWOOD

From: David Sheridan <dsheridan9@gmail.com>
Sent: Saturday, September 5, 2020 11:15 AM
To: Brennan, Will J <Will.Brennan@columbiasc.gov>
Subject: [EXTERNAL] Opposition to Proposed Residential Project known as ROSEWOOD

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Dear Will,

Due to concerns of public safety as a Tenant /User of Jim Hamilton LB Owens Airport I am in strong opposition to the Proposed Residential Project known as ROSEWOOD.

To be specific:

1. The tract lies directly under the approach path to Runway 13 and the departure path for Runway 31. If any plane has an engine problem or maneuvering problem near the runway, then the plane is likely going to go down right into an apartment causing potentially multiple injuries or deaths.
2. For every plane that takes off of Runway 31, there is a likelihood that someone in those apartments will report a noise complaint. These complaints will not be limited to daylight hours! We currently have a noise ordinance in place that restricts our flights over the residential area north of the airport. That will be impossible to enforce at the ends of the runways.
3. If an accident were to happen and with enough noise complaints reaching City Council, there will be a lobbying effort to close the airport which would result in a net loss for the city through the traffic and visibility that an airport provides.
4. Several years ago, the airport gave up one runway for the city park and athletic facilities just north of Jim Hamilton Boulevard. If developers are given free rein to put in apartments that encroach on normal airport safe operations, then we will effectively lose the existing runway.

Please help us stop this project!

Thank you for your consideration,
 David Sheridan
 6303 Macon Rd
 Pilot of N94DK
 803-622-0841

Attachment: Public Input on S Edisto Rezoning (6191 : ZMA-2020-0014: 901, 903, 911, and 919 S. Edisto Avenue.)

Hammond, Erika

From: Brennan, Will J
Sent: Friday, September 11, 2020 10:26 AM
To: Hammond, Erika
Subject: Fw: [EXTERNAL] ROSEWOOD PROJECT

From: Jim Herpst <jimherpst@gmail.com>
Sent: Saturday, September 5, 2020 11:37 AM
To: Brennan, Will J <Will.Brennan@columbiasc.gov>
Subject: [EXTERNAL] ROSEWOOD PROJECT

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Dear Will

As The President Of EAA Chapter 242 and Palmetto Sport Aviation INC based at Jim Hamilton LB Owens Airport , an organization of over 150 members that has provided over 11,500 free introductory flights to youth of all diversity and backgrounds between the ages of 8 and 17 and as well has hosted countless "for the public airport open houses with rides in Vintage Aircraft " In addition as an airport user and tenant, I want to voice strict disapproval of this residential project known as "Rosewood .

It represent clear danger to any future resident of the development being close in on the flight path to and from the airport .

ALSO: The Airport serves as a gateway to the City. It provides vast sums of revenue to the city not only with stand alone funding but also the passengers it carries in and out.

This will only create yet another encroachment to the Airport and enveitable future noise complaints which threaten the Airport and the commerce it brings to the City. The Airport was in 1984 redesigned with a new runway SPECIFICALLY to eliminate having residences in the flight path.

Thank you for reading my concerns and representing your constituent citizens.

Best Regards,

Jim Herpst
 President
 EAA Chapter 242
 Palmetto Sport Aviation INC

Attachment: Public Input on S Edisto Rezoning (6191 : ZMA-2020-0014: 901, 903, 911, and 919 S. Edisto Avenue,)

Hammond, Erika

From: Brennan, Will J
Sent: Friday, September 11, 2020 10:26 AM
To: Hammond, Erika
Subject: Fw: [EXTERNAL]

From: lucywalters51@gmail.com <lucywalters51@gmail.com>
Sent: Saturday, September 5, 2020 12:39 PM
To: Brennan, Will J <Will.Brennan@columbiasc.gov>
Subject: [EXTERNAL]

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Due to concerns of public safety as a Tenant /User of Jim Hamilton LB Owens Airport I am in strong opposition to the Proposed Residential Project known as ROSEWOOD

Lucy Walters

Attachment: Public Input on S Edisto Rezoning (6191 : ZMA-2020-0014: 901, 903, 911, and 919 S. Edisto Avenue,)

Hammond, Erika

From: Brennan, Will J
Sent: Friday, September 11, 2020 10:26 AM
To: Hammond, Erika
Subject: Fw: [EXTERNAL] Rezoning objection - 919S Edisto
Attachments: [EXTERNAL] Rezoning objection - 919S Edisto

From: Tim Mousseau <tim.mousseau@gmail.com>
Sent: Saturday, September 5, 2020 2:41 PM
To: Brennan, Will J <Will.Brennan@columbiasc.gov>
Cc: Joel McCreary <jm@msarch.net>; CHRIS EVERSMANN <EVERSMANN.CHRIS@richlandcountysc.gov>
Subject: [EXTERNAL] Rezoning objection - 919S Edisto

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Attachment: Public Input on S Edisto Rezoning (6191 : ZMA-2020-0014: 901, 903, 911, and 919 S. Edisto Avenue,)

Hammond, Erika

From: Brennan, Will J
Sent: Friday, September 11, 2020 10:26 AM
To: Hammond, Erika
Subject: Fw: [EXTERNAL] Proposed Rosewood Residential Project

From: lowvolts lowvolts <lowvolts@bellsouth.net>
Sent: Sunday, September 6, 2020 12:17 AM
To: Brennan, Will J <Will.Brennan@columbiasc.gov>
Subject: [EXTERNAL] Proposed Rosewood Residential Project

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Due to concerns of public safety as a Tenant /User of Jim Hamilton LB Owens Airport I am in strong opposition to the Proposed Residential Project known as ROSEWOOD

Daryl Nations

Attachment: Public Input on S Edisto Rezoning (6191 : ZMA-2020-0014: 901, 903, 911, and 919 S. Edisto Avenue,)

Hammond, Erika

From: Brennan, Will J
Sent: Friday, September 11, 2020 10:26 AM
To: Hammond, Erika
Subject: Fw: [EXTERNAL] ROSEWOOD PROJECT

From: Jim Hamilton <jimhamiltongafb56@aol.com>
Sent: Saturday, September 5, 2020 11:34 AM
To: Brennan, Will J <Will.Brennan@columbiasc.gov>
Subject: [EXTERNAL] ROSEWOOD PROJECT

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The Honorable Will Brennon:

The Jim Hamilton-LB Owens Airport (CUB) was completely redesigned in 1984 to minimize overflights of our airport residential neighbors. Therefore, in the interest of SAFETY and aircraft noise abatement, I am in strong opposition to the proposed residential project known as "ROSEWOOD". Thank you for your public service, Jim

Jim Hamilton

Attachment: Public Input on S Edisto Rezoning (6191 : ZMA-2020-0014: 901, 903, 911, and 919 S. Edisto Avenue,)

Hammond, Erika

From: Brennan, Will J
Sent: Friday, September 11, 2020 10:26 AM
To: Hammond, Erika
Subject: Fw: [EXTERNAL] Rosewood

From: kimyerrick@gmail.com <kimyerrick@gmail.com>
Sent: Sunday, September 6, 2020 7:38 AM
To: Brennan, Will J <Will.Brennan@columbiasc.gov>
Subject: [EXTERNAL] Rosewood

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Mr. Brennan,
Due to concerns of public safety as a Tenant /User of Jim Hamilton LB Owens Airport I am in strong opposition to the Proposed Residential Project known as ROSEWOOD.
Thank you,
Kimberly Yerrick

Sent from my iPhone

Attachment: Public Input on S Edisto Rezoning (6191 : ZMA-2020-0014: 901, 903, 911, and 919 S. Edisto Avenue,)

Hammond, Erika

From: Brennan, Will J
Sent: Friday, September 11, 2020 10:25 AM
To: Hammond, Erika
Subject: Fw: [EXTERNAL] Rosewood Development Project

From: Stoney Truett <stoneytruett54@gmail.com>
Sent: Sunday, September 6, 2020 9:08 AM
To: Brennan, Will J <Will.Brennan@columbiasc.gov>
Subject: [EXTERNAL] Rosewood Development Project

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" Due to concerns of public safety as a Tenant /User of Jim Hamilton LB Owens Airport I am in strong opposition to the Proposed Residential Project known as ROSEWOOD".

I am a professional pilot who operates out of the Hamilton/Owens airport and have done so for many years. There have been many attempts to further develop the surrounding real estate in the area of the airport. Any attempt to do this for residential purposes would potentially compromise the safe operations of the growing use of this vital source of growing commerce in the city and adjacent areas. We need the expansion of the runway to go forward instead of more residential housing. The growth of local businesses in the city depends upon the convenient and easy access that this airport provides. Please do not allow this proposed project to endanger this vital resource that has been part of our city for many decades.

Thomas Truett
803-603-1140

Attachment: Public Input on S Edisto Rezoning (6191 : ZMA-2020-0014: 901, 903, 911, and 919 S. Edisto Avenue,)

Hammond, Erika

From: Brennan, Will J
Sent: Friday, September 11, 2020 10:25 AM
To: Hammond, Erika
Subject: Fw: [EXTERNAL] Zoning Issue

From: Ken Harrill <ken.harrill@outlook.com>
Sent: Sunday, September 6, 2020 1:33 PM
To: Rickenmann, Daniel J <djrickenmann@columbiasc.gov>
Cc: Brennan, Will J <Will.Brennan@columbiasc.gov>
Subject: [EXTERNAL] Zoning Issue

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Dear Mr. Rickenmann,

Recently the City of Columbia Planning Commission recommended changing the zoning of a large tract of property on South Edisto from light commercial to residential use. This PROPERTY IS UNDER FLIGHT PATH TO RUNWAY 13 AT HAMILTON-OWENS AIRPORT.

This is a HUGH MISTAKE! Residential property and airports do not mix. This fact has been proven time and again across the country. More residential property in this area will certainly lead to complaints and conflicts in the future. We should head off the problem now. I am in strong opposition to the Proposed Residential Project known as "ROSEWOOD".

Hamilton-Owens Airport is a real asset to the Columbia area. Please help preserve this asset by opposing the zoning change.

Thank you for your consideration.

Ken Harrill
803-238-2199

Attachment: Public Input on S Edisto Rezoning (6191 : ZMA-2020-0014: 901, 903, 911, and 919 S. Edisto Avenue,)

Hammond, Erika

From: Brennan, Will J
Sent: Friday, September 11, 2020 10:24 AM
To: Hammond, Erika
Subject: Fw: [EXTERNAL] Residential Project "Rosewood"

From: Ron and Margaret Claypool <ronandmargaret@hotmail.com>
Sent: Sunday, September 6, 2020 4:32 PM
To: Brennan, Will J <Will.Brennan@columbiasc.gov>
Subject: [EXTERNAL] Residential Project "Rosewood"

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

As a long time user of the Hamilton Owens airfield I am extremely concerned over the public safety issues associated with the proposed residential project known as "Rosewood". I am strongly opposed to the project and any similar projects that might be proposed in the future.

Ron Claypool

Sent from my iPhone

Attachment: Public Input on S Edisto Rezoning (6191 : ZMA-2020-0014: 901, 903, 911, and 919 S. Edisto Avenue.)

Hammond, Erika

From: Brennan, Will J
Sent: Friday, September 11, 2020 10:25 AM
To: Hammond, Erika
Subject: Fw: [EXTERNAL] OPPOSED to Zoning Change to allow "THE ROSEWOOD" development

From: Melinda Harrill <mhharrill@gmail.com>
Sent: Sunday, September 6, 2020 1:51 PM
To: Rickenmann, Daniel J <djrickenmann@columbiasc.gov>
Cc: Brennan, Will J <Will.Brennan@columbiasc.gov>
Subject: [EXTERNAL] OPPOSED to Zoning Change to allow "THE ROSEWOOD" development

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Mr. Rickenmann,

As a resident of your district and a hangar tenant and user of the Hamilton-Owens Airport, I am asking you to oppose the zoning change of a large tract of property on S. Edisto from light commercial to residential use. The proposal is to allow a multi-family development ("THE ROSEWOOD") by a firm from Atlanta, GA (Stratus) that specializes in multi-family and student housing developments. This property sits adjacent to the railroad switching yard and under the flight path of the Hamilton-Owens Airport. This certainly is not the location for anyone to live! There is noise from both the rail yard and the airport, and the proximity to the airport makes this a safety issue as well. Issues of safety and noise have been an ongoing problem for the airport and this would only exacerbate this. I hope you will agree that this zoning change should be denied, and you will encourage the other members of the Council to join with you.

Thank you for your thoughtful consideration.

Melinda H. Harrill
mhharrill@gmail.com

Attachment: Public Input on S Edisto Rezoning (6191 : ZMA-2020-0014: 901, 903, 911, and 919 S. Edisto Avenue,)

Hammond, Erika

From: Brennan, Will J
Sent: Friday, September 11, 2020 10:24 AM
To: Hammond, Erika
Subject: Fw: [EXTERNAL] Fwd: Safety Concern for Rosewood Project KCUB

From: Jay B <jbyers3984@gmail.com>
Sent: Sunday, September 6, 2020 4:51 PM
To: Brennan, Will J <Will.Brennan@columbiasc.gov>
Subject: [EXTERNAL] Fwd: Safety Concern for Rosewood Project KCUB

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Due to concerns of public safety as a Tenant /User of Jim Hamilton LB Owens Airport I am in strong opposition to the Proposed Residential Project known as ROSEWOOD".

**John Byers
 KCUB Hangar 74**

Attachment: Public Input on S Edisto Rezoning (6191 : ZMA-2020-0014: 901, 903, 911, and 919 S. Edisto Avenue,)

Hammond, Erika

From: Brennan, Will J
Sent: Friday, September 11, 2020 10:20 AM
To: Hammond, Erika
Subject: Fw: [EXTERNAL] Rosewood Development

From: Alice Ann Reu <aliceannreu@gmail.com>
Sent: Sunday, September 6, 2020 4:52 PM
To: Brennan, Will J <Will.Brennan@columbiasc.gov>
Subject: [EXTERNAL] Rosewood Development

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Due to concerns of public safety as a Tenant /User of Jim Hamilton LB Owens Airport I am in strong opposition to the Proposed Residential Project known as ROSEWOOD.

Hamilton / Owens airport is a wonderful addition to the community. Please don't compromise the safety of pilots and residents alike by approving this development.

**Kind regards,
 Alice Ann Reu
 Pilot KCUB**

 Alice Ann Reu

Attachment: Public Input on S Edisto Rezoning (6191 : ZMA-2020-0014: 901, 903, 911, and 919 S. Edisto Avenue,)

Hammond, Erika

From: Brennan, Will J
Sent: Friday, September 11, 2020 10:20 AM
To: Hammond, Erika
Subject: Fw: [EXTERNAL] Housing project, Rosewood

From: Ron and Margaret Claypool <ronandmargaret@hotmail.com>
Sent: Sunday, September 6, 2020 5:32 PM
To: Brennan, Will J <Will.Brennan@columbiasc.gov>
Subject: [EXTERNAL] Housing project, Rosewood

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**"Due to concerns of public safety as a Tenant /User of Jim Hamilton LB Owens Airport I am in strong opposition to the Proposed Residential Project known as ROSEWOOD".
Housing at either end of an airport's runways is NEVER good.**

Margaret Claypool

Sent from [Mail](#) for Windows 10

Attachment: Public Input on S Edisto Rezoning (6191 : ZMA-2020-0014: 901, 903, 911, and 919 S. Edisto Avenue,)

Hammond, Erika

From: Brennan, Will J
Sent: Friday, September 11, 2020 10:20 AM
To: Hammond, Erika
Subject: Fw: [EXTERNAL] Proposed Residential Project Known as "Rosewood"

From: Ron and Margaret Claypool <ronandmargaret@hotmail.com>
Sent: Sunday, September 6, 2020 6:04 PM
To: Brennan, Will J <Will.Brennan@columbiasc.gov>
Subject: [EXTERNAL] Proposed Residential Project Known as "Rosewood"

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Sir

As a long time user of the Hamilton Owens Airfield I am very concerned about the public safety issues surrounding the proposed residential project known as "Rosewood". I am in strong opposition to this project and feel it would be a huge mistake to go forward with it.

Ron Claypool

Sent from [Mail](#) for Windows 10

Attachment: Public Input on S Edisto Rezoning (6191 : ZMA-2020-0014: 901, 903, 911, and 919 S. Edisto Avenue,)

Hammond, Erika

From: Brennan, Will J
Sent: Friday, September 11, 2020 10:20 AM
To: Hammond, Erika
Subject: Fw: [EXTERNAL] Rosewood Project

From: Tony Mattioli <tmattioli@sc.rr.com>
Sent: Sunday, September 6, 2020 9:35 PM
To: Brennan, Will J <Will.Brennan@columbiasc.gov>
Subject: [EXTERNAL] Rosewood Project

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

Dear Mr. Brennan,
 Due to concerns of public safety as a tenant and user of Jim Hamilton LB Owens Airport, I am in strong opposition to the proposed residential project known as "Rosewood". Thank you for your help with this matter.
 Best,
 Tony Mattioli
 (803) 929-1094
 3806 Kilbourne Hill Road
 Columbia, SC 29205

Sent from my iPad

Attachment: Public Input on S Edisto Rezoning (6191 : ZMA-2020-0014: 901, 903, 911, and 919 S. Edisto Avenue,)

Hammond, Erika

From: Brennan, Will J
Sent: Friday, September 11, 2020 10:19 AM
To: Hammond, Erika
Subject: Fw: [EXTERNAL] Richland County Airport Commission - City Land Use Position Near KCUB
Attachments: RCAC Land Use_Councilman Brennan_06September2020.pdf; SCAC Finding Letter_06-12-20 012659.pdf

From: jerome squire <jsquire99@yahoo.com>
Sent: Sunday, September 6, 2020 11:01 PM
To: Brennan, Will J <Will.Brennan@columbiasc.gov>
Subject: [EXTERNAL] Richland County Airport Commission - City Land Use Position Near KCUB

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Dear Councilman Brennan,

Please find a letter regarding the City Land Position near KCU attached for your review.

Kind regards,

Jerome Squire
 Commissioner
 Richland County Airport Commission

Attachment: Public Input on S Edisto Rezoning (6191 : ZMA-2020-0014: 901, 903, 911, and 919 S. Edisto Avenue.)

Hammond, Erika

From: Brennan, Will J
Sent: Friday, September 11, 2020 10:19 AM
To: Hammond, Erika
Subject: Fw: [EXTERNAL] Rezoning

From: HICKEY, PATRICK <PATRICK.HICKEY@sc.edu>
Sent: Monday, September 7, 2020 6:59 PM
To: Brennan, Will J <Will.Brennan@columbiasc.gov>
Cc: HICKEY, PATRICK <PATRICK.HICKEY@sc.edu>
Subject: [EXTERNAL] Rezoning

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Hey Mr. Brennan:

Good evening and Happy Labor Day!

I am an active member of our local EAA and enjoy the camaraderie of being a general aviation pilot, the ability to fly in/out of Hamilton Owens Airport with ease, and the opportunity to give back to our local community through our Young Eagles Program and so many other ventures that have connected us with not only the surrounding community, but also the City of Columbia. As you might know, Hamilton Owens Airport has become a hub for general as well as corporate air traffic with our volume continuing to increase ... a great economic boom for the City of Columbia.

I am a private pilot working towards my instrument certification in order to make myself a safer pilot, and throughout my training the consistent theme has been to develop aeronautical knowledge, risk management, and flight proficiency. I know risk management very well as I was previously a Risk Manager for Palmetto Health Richland and previously was the President of the SC Association of Hospital Risk Managers. Risk management is the identification, evaluation, and prioritization of risks followed by coordinated and economical application of resources to minimize, monitor, and control the probability or impact of unfortunate events or to maximize the realization of opportunities. I share this definition of risk management as each and every time a pilot departs Hamilton Owens, and every other airport, they are constantly on alert on takeoff, always prepared for the worst case scenario ... an engine failure. Pilots have 3 options if this occurs ... if there is enough runway left they can land, and if not, dependent on altitude, they can try the "impossible 180 degree turn", or they can look for an immediate landing site which is usually in the vicinity just past the end of the runway. The latter two choices usually means that the pilot lands in the vicinity of the airport, has little control of choice of that landing site, and could involve innocent people on the ground near the airport in the ensuing crash. During all of my takeoffs I am prepared for an engine failure, knowing that that failure could cause irreversible damage to plane, self, and potentially others!

It was recently brought to my attention that the City of Columbia Planning Commission has recommended the rezoning of a tract of land which is now commercial, to that of residential, and that this tract of land is directly

Attachment: Public Input on S Edisto Rezoning (6191 : ZMA-2020-0014: 901, 903, 911, and 919 S. Edisto Avenue.)

under the approach path of Runway 13 at Hamilton Owens. I am concerned from the risk management perspective that this proposed residential project (Rosewood) could set this community up for “the probability or impact of an unfortunate event” should a plane have engine trouble. I am relatively new to the Hamilton Owens airport so am unsure of accidents in this vicinity, but as a veteran pilot for over 40 years I know all too well the potential for “unfortunate events” in planes on departure/landing!

I am happy to share any information that you need in order for you to have a better perspective specific to why this rezoning may not have taken into account the “identification, evaluation, and prioritization of risks” that could occur in such close proximity to an airport runway.

Take care,

Patrick :>)

Patrick Hickey RN,BSN,MS,MSN,Dr. P.H.,CNOR
Distinguished Clinical Professor Emeritus
University of South Carolina
Columbia, SC
Phone: 803-608-3836
Email: Patrick.Hickey@sc.edu

Hammond, Erika

From: Brennan, Will J
Sent: Friday, September 11, 2020 10:19 AM
To: Hammond, Erika
Subject: Fw: [EXTERNAL] Re zone

From: Scott McElroy <pipern9175d@yahoo.com>
Sent: Tuesday, September 8, 2020 8:38 AM
To: Brennan, Will J <Will.Brennan@columbiasc.gov>
Subject: [EXTERNAL] Re zone

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Please do not allow the development of the approach end of Hamilton Owens Field.

Scott McElroy
Sent from my iPhone

Attachment: Public Input on S Edisto Rezoning (6191 : ZMA-2020-0014: 901, 903, 911, and 919 S. Edisto Avenue,)

Hammond, Erika

From: Brennan, Will J
Sent: Friday, September 11, 2020 10:19 AM
To: Hammond, Erika
Subject: Fw: [EXTERNAL] Hello!

From: Austin Meyer <austin@x-plane.com>
Sent: Tuesday, September 8, 2020 9:09 AM
To: Brennan, Will J <Will.Brennan@columbiasc.gov>
Subject: [EXTERNAL] Hello!

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Hello!

I just heard that someone is considering re-zoning an areas as residential that is located... directly under the approach to the RUNWAY at Owens!

That would be crazy: There should not be homes directly under low-flying aircraft.

There is SOME safety issue here, but I can see the future (by looking at history) and lay out the time-line for the future, which will be as follows:

1945 : Build Owens field

1945-2020 : Use Owens Field

2020 : Put a bunch of residential houses right under the approach end of the runway

2021 : The complaints from the home-owners start: Why should we have to listen to aircraft noise? The exact noise we literally moved directly into, of our own free will?

We've seen this in aviation many times.

austin

See my latest work at
<http://austinmeyer.com>

Attachment: Public Input on S Edisto Rezoning (6191 : ZMA-2020-0014: 901, 903, 911, and 919 S. Edisto Avenue,)

Hammond, Erika

From: Brennan, Will J
Sent: Friday, September 11, 2020 10:19 AM
To: Hammond, Erika
Subject: Fw: [EXTERNAL] Rosewood Project Approval - Opposition

From: Carl Byars <cbyars@cfevans.com>
Sent: Tuesday, September 8, 2020 10:33 AM
To: Brennan, Will J <Will.Brennan@columbiasc.gov>
Cc: George Fogle - Capitol Aircraft <gcflck1@outlook.com>; Peggy Roberson <cublady83@gmail.com>; CHRIS EVERSMANN <EVERSMANN.CHRIS@richlandcountysc.gov>; Carl Byars <cbyars@cfevans.com>
Subject: [EXTERNAL] Rosewood Project Approval - Opposition

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

Dear Will Brennan – Columbia City Council

This email serves to voice an opinion against approval of the MultiFamily Project known as “Rosewood Apartments” which will be located in the approach path of Runway 13 Columbia Downtown.

As a professional MultiFamily Builder, I understand and typically support Urban Infill projects for multifamily use, unless the project is not complimentary to the market landscape and/or not a fit with the existing subdivision as a whole. I am also a pilot who hangers our plane and flies out off Columbia Downtown, and operate with full respect to the noise ordinances already in place to work with respect to the existing residential community. I take great pride in both the awareness of and the commitment to noise reduction effort by the pilot community at Owens Field to pay attention to the noise sensitive area and operate their aircraft accordingly. Chris Eversmann and The Airport Commission does an excellent job identifying the noise sensitive areas and publishing the CUB Airport specific notices accordingly to the flying community.

While it may be a natural occurrence to infill urban sites near airports, common sense and reasonable thinking should prevail that the airport is existing, adding additional residential units on the path of low flying aircraft take offs and landings only serves to invite future complaints about an existing low flying aircraft flyway. It seems vaguely similar to those building adjacent to existing railroad tracks, or the Interstate, then complaining about train and traffic noises.

We strongly encourage you to Vote No on Rosewood Multifamily Development on September 15, 2020.

Carl Byars
Hanger 77
Columbia Downtown Airport

Attachment: Public Input on S Edisto Rezoning (6191 : ZMA-2020-0014: 901, 903, 911, and 919 S. Edisto Avenue,)

Hammond, Erika

From: Brennan, Will J
Sent: Friday, September 11, 2020 10:18 AM
To: Hammond, Erika
Subject: Fw: [EXTERNAL] Rosewood project

From: Brad Blackburn <bablackburn@sc.rr.com>
Sent: Tuesday, September 8, 2020 11:29 AM
To: Brennan, Will J <Will.Brennan@columbiasc.gov>
Subject: [EXTERNAL] Rosewood project

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Due to concerns of public safety as a tenant and user of Jim Hamilton LB Owens Airport, I am in strong opposition to the proposed residential project known as Rosewood.

Brad Blackburn

Attachment: Public Input on S Edisto Rezoning (6191 : ZMA-2020-0014: 901, 903, 911, and 919 S. Edisto Avenue,)

Hammond, Erika

From: Brennan, Will J
Sent: Friday, September 11, 2020 10:16 AM
To: Hammond, Erika
Subject: Fw: [EXTERNAL] ZONING

From: nmccarty@sc.rr.com <nmccarty@sc.rr.com>
Sent: Tuesday, September 8, 2020 4:04 PM
To: Brennan, Will J <Will.Brennan@columbiasc.gov>
Cc: Jim Herpst <jimherpst@gmail.com>
Subject: [EXTERNAL] ZONING

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

Mr. Brennan,

Due to concerns of public safety and as a Tenant /User of Jim Hamilton LB Owens Airport, I am in strong opposition to the Proposed Residential Project known as ROSEWOOD".

Respectfully,

Neal McCarty
N5045P

Attachment: Public Input on S Edisto Rezoning (6191 : ZMA-2020-0014: 901, 903, 911, and 919 S. Edisto Avenue,)

Hammond, Erika

From: Brennan, Will J
Sent: Friday, September 11, 2020 10:11 AM
To: Hammond, Erika
Subject: Fw: [EXTERNAL] Rezoning

From: Al Paglia <alpaglia1@gmail.com>
Sent: Wednesday, September 9, 2020 7:41 AM
To: Brennan, Will J <Will.Brennan@columbiasc.gov>
Subject: [EXTERNAL] Rezoning

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

Mr. Brennan, I own an airplane and keep it at Owens Field. I do not know the specifics of the rezoning and its implications, but obviously, as I suspect, if it jeopardizes airport operations, I would be firmly against it. You know more fully than I the importance of the airport to the overall community. Thanks for your support.

Al Paglia

Attachment: Public Input on S Edisto Rezoning (6191 : ZMA-2020-0014: 901, 903, 911, and 919 S. Edisto Avenue,)

Hammond, Erika

From: Brennan, Will J
Sent: Friday, September 11, 2020 10:11 AM
To: Hammond, Erika
Subject: Fw: [EXTERNAL] Hamilton Owens Airport/Rosewood Project

From: Jason Dukes <jasonbdukes@gmail.com>
Sent: Wednesday, September 9, 2020 8:34 AM
To: Brennan, Will J <Will.Brennan@columbiasc.gov>
Subject: [EXTERNAL] Hamilton Owens Airport/Rosewood Project

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Mr. Brennan,

My name is Jason Dukes and I am a tenant of the Hamilton Owens Airport(KCUB) located just outside of downtown Columbia. I am writing to you today to inform you that I am opposed to the proposed residential project known as the Rosewood Project. I am opposed for a number of reasons, with the main reason being safety. While general aviation is inherently safe, placing a residential project a short distance off the end of the runway is a safety issue as it places many more people in the flight path of an aircraft during its most critical phases of flight, takeoff and landing and gives pilots less options should something go wrong. I am also opposed as having a residential area in close proximity to an airport is just not a good fit. From my past experience working as an airport operations supervisor at a medium sized airport, I know that the more people you have living close to an airport, the more complaints you will get regarding noise and other issues and people just don't understand or care, even when the airport was there decades before they were. I am asking you and your cohorts to oppose this project as it is simply not a good fit to place a residential area so close to a working airport.

Thank you for your time, and feel free to contact me should you have any questions.

Jason Dukes
jasonbdukes@gmail.com
803-331-1064(Cell)

Attachment: Public Input on S Edisto Rezoning (6191 : ZMA-2020-0014: 901, 903, 911, and 919 S. Edisto Avenue,)

Hammond, Erika

From: Brennan, Will J
Sent: Friday, September 11, 2020 10:11 AM
To: Hammond, Erika
Subject: Fw: [EXTERNAL] Rosewood Residential Project, Serious Concerns

From: William Porcher DuBose III <mail@wpdubose.com>
Sent: Wednesday, September 9, 2020 2:57 PM
To: Brennan, Will J <Will.Brennan@columbiasc.gov>
Subject: [EXTERNAL] Rosewood Residential Project, Serious Concerns

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9 September 2020

Dear Councilman Brennan,

Please allow me to register with you my deep concern and opposition to the proposed residential project known as "Rosewood." That part of town has been and should remain industrial. I believe it would be a serious error in judgement and extremely poor planning on the part of the City to change the zoning for that area from commercial to residential use. Although there are many reasons to oppose this plan, I present here three reasons which I regard as pressing:

The existence of nearby and deeply established industries (e.g., the CSX and Norfolk-Southern Railroads yards, SEACO, Colprovia Asphalts, trucking companies, moving & storage warehouses, etc.) have precedence and priority. Attempts to mix residential development beside or amidst that industry is not only unwise, it seems cynical as though environmental hazards posed to citizens who would might come to live there "don't matter." In that area, both sides of the tracks are the "wrong side of the tracks."

Second, the land has real and potential hazards. Over the years, the EPA and DHEC have already sited homes nearby in the existing neighborhoods as requiring remediation for soil and water pollution due to waste runoff and mismanagement from the existing and prior industrial operations (e.g., the "nuclear laundry" and asphalt emulsion plants). It seems likely that there will be further and future issues with the land in question for rezoning.

The land is and will remain unsuitable for residential use for other reasons. Railroad yards (the adjacent one belonging to Norfolk-Southern) are very noisy, with frequent, explosive concussions of car couplings crashing together as trains are assembled. There is also the issue of this area of land being immediately below the arrival and departure corridor for the Hamilton-Owens Columbia Downtown Airport. There are always issues of risk and perceived safety of course, but the more immediate and present nuisance is that of noise. Most people do not know they "hate airplane noise" until they live under it. As a professional commercial pilot, flight instructor, and hangar tenant who has flown in and out of that airport for nearly thirty years, I am confident in saying it is a terrible and entirely avoidable mistake to build neighborhoods immediately under the arrival and departure path of aircraft operations.

Attachment: Public Input on S Edisto Rezoning (6191 : ZMA-2020-0014: 901, 903, 911, and 919 S. Edisto Avenue,)

In short, I have been closely involved with this area of town since the 1970s. Please hear us, the voice of many, who believe that rezoning the land in question as “residential” would be a serious mistake—one that would cast derision upon today’s city council and planners for generations to come.

With best wishes and gratitude for your service to our community, I remain,

Very truly yours.

&
William P. DuBose III (Billy)
733 Sweetbriar Rd. (and 3510 Monroe St.)
Columbia, SC 29205
(803)256-3544

Hammond, Erika

From: Brennan, Will J
Sent: Friday, September 11, 2020 10:10 AM
To: Hammond, Erika
Subject: Fw: [EXTERNAL] CUB Airport & Proposed Residential Area

From: Anthony Gentile <aegentile2@gmail.com>
Sent: Wednesday, September 9, 2020 10:16 AM
To: Brennan, Will J <Will.Brennan@columbiasc.gov>
Subject: [EXTERNAL] CUB Airport & Proposed Residential Area

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

Mr. Brennan,

My name is Anthony Gentile, and I am a tenant of the Hamilton Owens Airport(KCUB) located just outside of downtown Columbia.

I am writing to you today to inform you that I am opposed to the proposed residential project known as the Rosewood Project. I am opposed for a number of reasons, with the main reason being safety. While general aviation is inherently safe, placing a residential project a short distance off the end of the runway is a safety issue as it places many more people in the flight path of an aircraft during its most critical phases of flight, takeoff and landing, and gives pilots less options should something go wrong. I am also opposed as having a residential area in close proximity to an airport is just not a good fit. I know that the more people you have living close to an airport, the more complaints you will get regarding noise and other issues and people just don't understand or care, even when the airport was there decades before they were.

I am asking you and your cohorts to oppose this project as it is simply not a good fit to place a residential area so close to a working airport.

Thank you for your time, and feel free to contact me should you have any questions

--
 Anthony Gentile
 205-482-0305

Attachment: Public Input on S Edisto Rezoning (6191 : ZMA -2020-0014: 901, 903, 911, and 919 S. Edisto Avenue,)

Hammond, Erika

From: Brennan, Will J
Sent: Friday, September 11, 2020 10:10 AM
To: Hammond, Erika
Subject: Fw: [EXTERNAL] FW: Rezoning issue

From: Cantzon Foster <cantzon@fostersc.com>
Sent: Wednesday, September 9, 2020 11:06 AM
To: Brennan, Will J <Will.Brennan@columbiasc.gov>
Cc: Scott Linaberry <stlinaberr@aol.com>
Subject: [EXTERNAL] FW: Rezoning issue

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Hey Will. Hope all is well. I'm not sure what your position on the rezoning of the South Edisto property is but I think it would be bad idea to have a residential area in the flight path of planes landing on runway 13 or departing runway 31. Just wanted to voice my concern for this proposal.

Kindest regards,
 Cantzon

****Please note our email addresses have changed. Please use RE@FosterSC.com for all real estate e-mails and Cantzon@FosterSC.com for all non-real estate related e-mails.****

C. Cantzon Foster, II
 Foster Law Office, LLC
 3100 Devine Street
 Columbia, SC 29205
 (803) 400-1921
 (803) 400-1951 Facsimile
www.FosterSC.com
RE@FosterSC.com (all real estate e-mails)
Cantzon@FosterSC.com (all non-real estate e-mails)

CLIENT DISCLAIMER If you are a client, do not forward or share this email or its attachments w/o permission from C. Cantzon Foster, II, as doing so may result in loss of attorney-client privilege.

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IRS CIRCULAR 230 NOTICE: Internal Revenue Service regulations generally provide that, for the purpose of avoiding federal tax penalties, a taxpayer may rely only on formal written advice meeting specific requirements. Any tax advice in this message, or in any attachment to this message, does not meet those requirements. Accordingly, any such tax advice was not intended or written to be used, and it cannot be used, for the purpose of avoiding federal tax penalties that may be imposed on you or for the purpose of promoting, marketing or recommending to another party any tax-related matters.

Attachment: Public Input on S Edisto Rezoning (6191 : ZMA-2020-0014: 901, 903, 911, and 919 S. Edisto Avenue,)

From: Peggy Roberson <cublady83@gmail.com>

Sent: Tuesday, September 08, 2020 7:46 AM

Subject: Rezoning issue

Good morning.

In the July 13th City of Columbia Planning Commission Meeting, a **rezoning request for a South Edisto property (beneath the Approach Surface for Runway 13)** was recommended to be changed from a light industrial use to a residential use despite Staff recommendations to deny the requested change.

This project (residential development) and the associated rezoning request was presented to the Airport Commission by the developer for endorsement, but instead received **unanimous opposition.** The **proposed development is named "Rosewood" and is a multi-family residential development project.**

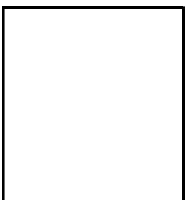
That opposition to the rezoning and the project was conveyed to the City Planning Director and the City Zoning Administrator.

The rezoning request will be ultimately decided by the Columbia City Council in their meeting on September 15th. If you are interested in expressing your thoughts regarding this rezoning request and the project, the City Councilman in whose district the Airport and this proposed development falls is Will Brennan (Will.Brennan@columbiasc.gov.)

Thank you for your support of our airport.

--

Peggy Roberson
Line Services Manager
Eagle Aviation Inc.
Hamilton-Owens Airport (KCUB)
1400 Jim Hamilton Blvd.
Columbia, SC 29205
(803) 771-7915
proberson@eagle-aviation.com



Attachment: Public Input on S Edisto Rezoning (6191 : ZMA-2020-0014: 901, 903, 911, and 919 S. Edisto Avenue.)

Hammond, Erika

From: Brennan, Will J
Sent: Friday, September 11, 2020 10:10 AM
To: Hammond, Erika
Subject: Fw: [EXTERNAL] Re: Rosewood Residential Project

From: Brennan, Will J <Will.Brennan@columbiasc.gov>
Sent: Friday, September 11, 2020 10:09 AM
To: Hammond, Erika <Erika.Hammond@columbiasc.gov>
Subject: Fw: [EXTERNAL] Re: Rosewood Residential Project

From: Ted Howard <weh.ted@gmail.com>
Sent: Wednesday, September 9, 2020 11:59 AM
To: Brennan, Will J <Will.Brennan@columbiasc.gov>
Subject: [EXTERNAL] Re: Rosewood Residential Project

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

Mr. Brennan,

I rent two hangars at CUB, and am opposed to any developments near the airport that might affect flight safety and public safety. I am in strong opposition to the Proposed Residential Project known as ROSEWOOD.

Sincerely,

Wallace E. Howard, III

Attachment: Public Input on S Edisto Rezoning (6191 : ZMA-2020-0014: 901, 903, 911, and 919 S. Edisto Avenue,)

Hammond, Erika

From: Brennan, Will J
Sent: Friday, September 11, 2020 10:10 AM
To: Hammond, Erika
Subject: Fw: [EXTERNAL] Re: Rosewood Residential Project

From: Ted Howard <weh.ted@gmail.com>
Sent: Wednesday, September 9, 2020 11:59 AM
To: Brennan, Will J <Will.Brennan@columbiasc.gov>
Subject: [EXTERNAL] Re: Rosewood Residential Project

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Sincerely,

Wallace E. Howard, III

Attachment: Public Input on S Edisto Rezoning (6191 : ZMA-2020-0014: 901, 903, 911, and 919 S. Edisto Avenue,)

Hammond, Erika

From: Brennan, Will J
Sent: Friday, September 11, 2020 10:09 AM
To: Hammond, Erika
Subject: Fw: [EXTERNAL] THE Rosewood

From: Whitney Denton <whitney.denton2017@gmail.com>
Sent: Wednesday, September 9, 2020 9:19 PM
To: Brennan, Will J <Will.Brennan@columbiasc.gov>
Subject: [EXTERNAL] THE Rosewood

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Hi,

I wanted to reach out in response to the proposed development of THE Rosewood.

Rosewood has seen an increase of rent rates that often make it less affordable than prior years. This affordability is what gives our neighborhood such diverse characteristics. These units would only further drive rent rates too high.

Our neighborhood growing in a manner of which reflects our character is key. 90 townhouses is not our neighborhood. Our current infrastructure can barely support the make up of mostly single family dwellings. A detention pond is not a solution to lack of infrastructure.

Nor can that area handle the potential traffic from 90 units.

I am asking planning and zoning to decline this project AND any others similar to these in the Rosewood communities now and in the future.

Thank you in advance

Whitney Denton

--

Whitney E. Denton
 Dominion Sovereign Financial Services

Attachment: Public Input on S Edisto Rezoning (6191 : ZMA-2020-0014: 901, 903, 911, and 919 S. Edisto Avenue,)

Hammond, Erika

From: Brennan, Will J
Sent: Friday, September 11, 2020 12:57 PM
To: Hammond, Erika
Subject: FW: South Edisto

Good afternoon Mayor and Council members,

The SC Aeronautics Commission as well as the FAA have some pretty extensive regulations regarding the land use entering and departing an airport (Apron/Threshold.) The City Council, Zoning and Planning Departments should meet with representatives from the FAA, SC aeronautics Commission and Jim Hamilton for some solid information. When it comes to residential, the Density of houses and thus density of people is most important. There are multiple reason for this and the most obvious is to avoid unnecessary death to people on the ground if a plane would crash (note: the vast majority of General Aviation crashes occur on Approach or Departure) meaning ON that property. The other issue is residents of the area interfering with flights, lights, drones, fireworks, bb guns, guns etc. Even though residents move in knowing there is an airport close by it doesn't take long for them to get annoyed by airplanes. This can and often does begin movements for G.A. airports to be shut down as is what happened multiple times to Owens Field, once after the major development of the Rosewood neighborhood which led to BOTH runways being closed and the existing single runway being built parallel to the rail yard and again in the 80's when Jim Hamilton saved the airport from another mass movement by the neighborhood.

Exceptions are made when Density is lowered to single family on a one acre lot size. I would strongly encourage the City of Columbia and the other Institutions handling and providing input on this rezoning request to abide by their rules in this instance. I am absolutely in favor of development and love that area of Columbia and would thoroughly support a sparsely populated single family, large lot development in that area.

Kindly,

Scott Linaberry
 pilot and developer

Attachment: Public Input on S Edisto Rezoning (6191 : ZMA-2020-0014: 901, 903, 911, and 919 S. Edisto Avenue,)

Hammond, Erika

From: Brennan, Will J
Sent: Monday, September 14, 2020 5:38 PM
To: Hammond, Erika
Subject: Fw: [EXTERNAL] Fwd: Property Development

From: Jeff Koon <jeffkoon@stratuspropertygroup.com>
Sent: Monday, September 14, 2020 5:35 PM
To: Brennan, Will J <Will.Brennan@columbiasc.gov>
Subject: [EXTERNAL] Fwd: Property Development

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Will,

Please see below - we have the full support of Holy Nation Church for "The Rosewood" development. Most of their members are long-time residents of the Edisto Court neighborhood and the project shares a long border directly with them.

Thanks again!

Jeff Koon

President

jeff@stratuspg.com



404-618-0726 | www.stratuspg.com
 675 Seminole Ave NE, Suite B1
 Atlanta, GA 30307

----- Forwarded message -----

From: Russell Moore <rev.russell.moore@gmail.com>
Date: Mon, Sep 14, 2020 at 5:03 PM
Subject: Property Development
To: Jeff Koon <jeffkoon@stratuspropertygroup.com>

To whom it may concern

I am writing this letter to support the development of the property under consideration by Mr. Jeff Koon and Stratus property Development.

Attachment: Public Input on S Edisto Rezoning_2 (6191 : ZMA-2020-0014: 901, 903, 911, and 919 S. Edisto Avenue.)

I have met with Mr. Koon; he shared the vision of his company with me, and I have related that vision to our congregation at 1922 Mitchell St, Columbia SC. Holy Nation Church would love to see our community change from industrial to residential. We believe the change would bring new life to our community. Jeff seems to be a man of honesty and integrity; I believe he will help us bring positive energy to Edisto Court; I trust the vision he laid out before me as a step in the right direction to return a family atmosphere and a safe environment. Please give him the blessings of Pastor Russell Moore and the Holy Nation Church Family. Please feel free to contact me if you have any Questions or concerns.

Rev. T. Russell Moore
Pastor, Holy Nation Church
1922 Mitchell St. Cola, SC.
803 360 1463.
Thank you.

--

Sent from Gmail Mobile

Attachment: Public Input on S Edisto Rezoning_2 (6191 : ZMA-2020-0014: 901, 903, 911, and 919 S. Edisto Avenue.)

Hammond, Erika

From: Brennan, Will J
Sent: Sunday, September 13, 2020 11:37 AM
To: Hammond, Erika
Subject: Fw: [EXTERNAL] Oppose rezoning request at Hamilton Owens Airport

From: Margaret Yeakel <myeakel@sc.rr.com>
Sent: Sunday, September 13, 2020 10:07 AM
To: Brennan, Will J <Will.Brennan@columbiasc.gov>
Subject: [EXTERNAL] Oppose rezoning request at Hamilton Owens Airport

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Mr. Brennan,

Please do not approve the rezoning request for the “Rosewood” residential development which would be located near the approach surface for Runway 13 at Hamilton Owens Airport.

Thank you for your consideration.

Margaret Yeakel

Attachment: Public Input on S Edisto Rezoning_2 (6191 : ZMA-2020-0014: 901, 903, 911, and 919 S. Edisto Avenue.)

Hammond, Erika

From: Brennan, Will J
Sent: Sunday, September 13, 2020 11:38 AM
To: Hammond, Erika
Subject: Fw: [EXTERNAL] Proposed Rosewood rezoning

From: David Allen <dallenjr@sc.rr.com>
Sent: Saturday, September 12, 2020 11:59 PM
To: Brennan, Will J <Will.Brennan@columbiasc.gov>
Subject: [EXTERNAL] Proposed Rosewood rezoning

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Dear Councilman Brennan:

I'm writing to express my concern over the proposed rezoning of the property adjacent to the Andrews rail yard and south of Owens Field. I followed the discussion on the Rosewood neighborhood Facebook page with interest and feel I must offer my views on the matter to you directly, rather than triggering a Facebook debate.

I have been a resident of Rosewood for over 37 years. I live on South Edisto Avenue and have watched the neighborhood change of the past 3 1/2 decades. Most of the changes been good, but there have been exceptions. Also, let me be clear that I'm not opposed, as a rule, to development. I spent a significant portion of my career in the residential home business, so I understand development from both sides of the coin. But be clear, developers engage in projects to make money. They do not do it because they love us. Anything other than maximizing profits is marketing propaganda. Again, there is nothing particularly evil about this, but we must be thoughtful and consider all aspects of a project. While you've indicated that there is no specific plan before Council as to what will go in, if history repeats itself, the property will be developed for maximum number of student apartments.. That is what the market is. It will not be a nouveau Wales Gardens

A key concern I have, as well as most of my neighbors, is the Impact it will have on our city services and traffic flow. Streets in the neighborhood are already pressed to the max to handle existing traffic. It took over 10 years to get traffic coming measures put in place, and additional development will serve to only exacerbate already bad situation. Any statements by development saying otherwise are nothing but a sales pitch.

Additionally, I am a pilot who keeps an aircraft at Owens Field and regularly flies out of it. As I understand it, the Airport Commission has voted to oppose the change. Like me, they feel It is a world class bad idea to allow development under the approach/departure lanes of an airport runway. One of the reasons Owens was reconfigured back In the early 80s was to keep traffic from flying over the neighborhood. At the time, there was a call to close the airport. The runways were reworked and the traffic pattern altered to direct the air traffic in a non-standard way over the industrial area. While I do not have the numbers, Hamilton-Owens is a significant economic driver for Richland County and the City of Columbia and generates tens of millions of dollars of income. While speculative, there should be no question in the mind of any reasonable individual that a host of complaints will be generated by a residential development under the traffic pattern - and God forbid there should be a crash and loss of life. Is the trade off of a potential residential development worth the risk of the loss of Hamilton Owens? Who is going to want to take the call complaining about the noise from a business jet taking off? In this case, I feel as though the negatives far outweigh the potential benefits. I appreciate your thoughts on this matter, and hope you take my input seriously. Should you have any questions or wish to discuss this way further

Attachment: Public Input on S Edisto Rezoning_2 (6191 : ZMA-2020-0014: 901, 903, 911, and 919 S. Edisto Avenue.)

David Allen

Sent from my iPad

Attachment: Public Input on S Edisto Rezoning_2 (6191 : ZMA-2020-0014: 901, 903, 911, and 919 S. Edisto Avenue.)

Hammond, Erika

From: Brennan, Will J
Sent: Monday, September 14, 2020 3:04 PM
To: Hammond, Erika
Subject: Fw: [EXTERNAL] Columbia Planning Commission Meeting - 15 September
Attachments: Brennan.pdf

From: Michael Medsker <Michael.Medsker@hotmail.com>
Sent: Monday, September 14, 2020 2:59 PM
To: Brennan, Will J <Will.Brennan@columbiasc.gov>
Cc: Joel McCreary <jm@msarch.net>; Chris Eversmann <eversmann.chris@richlandcountysc.gov>; John Parrish - RC Airport Commission (mastercleanjanitorial@gmail.com) <mastercleanjanitorial@gmail.com>
Subject: [EXTERNAL] Columbia Planning Commission Meeting - 15 September

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Jim Hamilton – LB Owens Airport
Richland County Airport Commission
 Richland County Department of Public Works
Your “Welcome to Columbia!” Airport for over 90 years
 ♦ 1400 Jim Hamilton Blvd ♦ Columbia, South Carolina 29205 ♦ 803.767.1789 ♦
 ♦ www.FlyKCUB.com ♦

September 14, 2020

The Honorable **Will Brennan**
 Councilman, City of Columbia
 P.O. Box 147
 Columbia, South Carolina 29217

Dear Councilman Brennan,

In the July 13th City of Columbia Planning Commission Meeting the re-zoning request for a South Edisto property was recommended to be changed from M-1 to RG-2, despite Staff recommendations to deny the change. In our last Richland County Airport Commission (RCAC) meeting, the project was presented to us by the developer for endorsement but instead received unanimous opposition to the proposed "Rosewood" multi-family project. That opposition was conveyed to the City through the City Planning Director and the City Zoning Administrator.

I'm dismayed at the Planning Commission's decision. To deem a property bounded by the CSX rail corridor and the approach/departure alignment of the Jim Hamilton – LB Owens Airport (KCUB) as compatible for multi-family or any other type of residential use just doesn't make sense.

Airports such as ours serve as community business, recreation and economic thresholds for the City of Columbia, Richland County and the Midlands. The Jim Hamilton – LB Owens Airport is more land constrained than most similar airports in other communities. Further, the end of our runway 13 is the most constrained and subject to the most development pressure due to its orientation to the City center. Therefore, it is land use decisions such as the current request to rezone that threatens the existence of that threshold and its contribution to our community.

Residential land use on the near approach/departure ends of any airport/runway are not compatible with one another. Operations at KCUB have been ongoing for 90 years and it seems incumbent on local politicians and officials to assure all

Attachment: Public Input on S Edisto Rezoning_2 (6191 : ZMA-2020-0014: 901, 903, 911, and 919 S. Edisto Avenue.)

near community uses are compatible and that they provide the safety and residential quality of life features that cannot possibly be provided by railroads and airports.

The Richland County Airport Commission believes that the M-1 industrial and business designation of the property is the correct zoning classification. But, if the City disagrees, please do not allow such an incompatible land use to be developed within near proximity of aircraft operations for one of your community's vital and established thresholds. Please vote against the rezoning request affiliated with this project.

With appreciation for your consideration, I am sincerely,

//Original Signed//

Commissioner Michael Medsker
Richland County Airport Commission

Send from Michael.Medsker@HotMail.Com
Ph: 803-521-0936

Attachment: Public Input on S Edisto Rezoning_2 (6191 : ZMA-2020-0014: 901, 903, 911, and 919 S. Edisto Avenue.)



421 Aviation Way
Frederick, Maryland 21701

T. 301-695-2000
F. 301-695-2375

www.aopa.org

Sept. 15, 2020

Dear Columbia City Council members,

The Aircraft Owners and Pilots Association (AOPA), a not-for-profit membership association, is the world's largest aviation organization, representing the interests of 310,000 General Aviation aircraft owners and operators nationwide, including 3,625 in South Carolina.

As the Southern Region manager for AOPA, I am writing to express AOPA's opposition to the proposed zoning change for property underneath the approach and take-off path of Runway 13 at Jim Hamilton-L.B. Owens Airport (CUB).

As you know, this parcel is currently zoned light industrial and contains warehouses and small-industry buildings, an appropriate use for property the Federal Aviation Administration describes as a "Runway Protection Zone"

This property is also identified in the CUB Airport Layout Plan as an area for "future property acquisition for runway extension under easement for future runway expansion." This rezoning and residential development project will eliminate the possibility of expanding the runway and the future economic contributions to Columbia of CUB.

A recent state aeronautics commission economic impact study found that CUB generates an annual direct economic benefit of \$1.5 million for the city and a payroll of \$940,000.

Of greater concern to AOPA is the plan to build multi-family housing in an area designated as a "Runway Protection Zone."

“Runway protection zones are a trapezoidal area ‘off the end of the runway end that serves to enhance the protection of people and property on the ground’ in the event an aircraft lands or crashes beyond the runway end,” according to the FAA’s Airports Division.

Furthermore, a review by the South Carolina Aeronautics Commission found that, the proposed land use change has been determined by the staff to be incompatible with JIM HAMILTON L.B. OWENS and the Aeronautics Commission has determined that the application proposes an activity or development that poses an unreasonable or unacceptable risk to aviation safety or to persons and property on the ground.”

The commission also notes that this residential re-zoning project has ignored the opposition voiced by the Richland County Aviation Commission. It is also worth noting that city staff has recommended denial of this re-zoning request.

An unfortunate truth in aviation is that take-offs and landings are two of the most critical phases of flight and accidents do happen. Although the FAA has apparently given a “no hazard,” opinion to this project, AOPA strongly disagrees with that conclusion.

Placing family housing of various heights in this zone is dangerous. The area is already filled with warehousing and other structures, and a pilot flying a disabled aircraft will have few options in what is already a crowded Runway Protection Zone.

In addition, the CUB Airport Layout Plan identifies the property underneath the approach threshold of Runway 13 as an area for, “future property acquisition for runway extension (Parcels M-W easement).” Also, a parcel adjacent to that area is marked, “E-1, Future Easement.”

In the very least, runway extension plans at CUB should be considered as part of the current re-zoning proposal to avoid a future conflict between development and the existing airport layout plan and a future Runway Protection Zone.

CUB is one of a small group of well-run regional airports situated close to a state capital; others include Peachtree Dekalb County Airport in Atlanta,

Montgomery Regional Airport in Alabama and Tallahassee, FL International Airport.

As such, CUB experiences more than 23,000 operations annually, many of them directly related to state business.

CUB has accepted nearly \$5 million in FAA airport improvement program grants since 2016, and those grants come with assurances that the airport will adhere to FAA airport design standards and operating requirements, according to the FAA Airport Planning Division document 550:

“Under FAA design criteria (which applies to all obligated airports), the airport must own the landing area. Secondly the airport owner must have sufficient interest in the Runway Protection Zones to protect the Runway Protection Zones from both obstructions and incompatible land use.”

AOPA considers residential housing in a Runway Protection Zone to be an “Incompatible land use.”

Furthermore, The FAA’s airport planning guidance notes that, “**the airport owner must strive to attain compatible zoning around the airport** in order to prevent incompatible land uses that: Could cause sufficient conflict that endangers the **airport** Cause it to be closed or Require substantial remedial investment to purchase developed property.”

In that regard, I am writing to ask that the City Council consider the future impact on aviation safety, public safety and the airport itself as it considers this proposed zoning change. AOPA considers light industrial development as appropriate near general aviation airports.

Sincerely,

Steve Hedges

Attachment: Public Input on S Edisto Rezoning_3 (6191 : ZMA-2020-0014: 901, 903, 911, and 919 S. Edisto Avenue.)

Steve Hedges
Southern Region Manager
NC, SC, KY, TN, AL, MS, GA, FL
Aircraft Owners and Pilots Association (AOPA)
650 Golf Course Road
Columbus, NC 28722

202-744-7725
steve.hedges@aopa.org



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Attachment: Public Input on S Edisto Rezoning_3 (6191 : ZMA-2020-0014: 901, 903, 911, and 919 S. Edisto Avenue.)



We Are Columbia

MEETING DATE: October 20, 2020

DEPARTMENT: Legal Department

FROM: *Shari Ardis, Legal Office Manager*

SUBJECT: **Ordinance No.: 2020-098 Fourteenth 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 \$315,000,000, in Order to Refinance Certain Outstanding Indebtedness and to Finance Various Capital Projects and Improvements to the System, Any Necessary Debt Service Reserves, Capitalized Interest and Issuance Costs; Authorizing the Mayor, the City Manager and The Assistant City Manager for Finance and Economic Services, or Any Two of Them Acting Together, to Determine Certain Matters With Respect to the Bonds; Prescribing the Form and Details of Such Bonds; and Other Matters Relating Thereto**

FUNDING SOURCE & ORIGINAL BUDGET:

FOCUS AREAS: **Attracting & Retaining Talent, Connecting Our Community, Economic Prosperity - Endless Possibilities, Empowering Our Residents, Enhancing Columbia's Neighborhoods, Innovative & High Quality Municipal Services, Planning Together**

ATTACHMENTS:

- 2020-098 Fourteenth Supplemental Ordinance (2021 Water_Sewer Bonds) (2) (PDF)

CITY OF COLUMBIA, SOUTH CAROLINA

ORDINANCE NO.: 2020-098

A FOURTEENTH 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 \$315,000,000, IN ORDER TO REFINANCE CERTAIN OUTSTANDING INDEBTEDNESS AND TO FINANCE VARIOUS CAPITAL PROJECTS AND IMPROVEMENTS TO THE SYSTEM, ANY NECESSARY DEBT SERVICE RESERVES, CAPITALIZED INTEREST AND ISSUANCE COSTS; AUTHORIZING THE MAYOR, THE CITY MANAGER AND THE ASSISTANT CITY MANAGER FOR FINANCE AND ECONOMIC SERVICES, OR ANY TWO OF THEM ACTING TOGETHER, TO DETERMINE CERTAIN MATTERS WITH RESPECT TO THE BONDS; PRESCRIBING THE FORM AND DETAILS OF SUCH BONDS; AND OTHER MATTERS RELATING THERETO.

Enacted: _____, 2020

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

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

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

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

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

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

“Bonds of 2011A” shall mean the original principal amount \$100,000,000 Waterworks and Sewer System Revenue Bonds, Series 2011A, dated December 8, 2011, of which \$1,890,000 is outstanding as of the date of this Fourteenth Supplemental Ordinance.

“Bonds of 2012” shall mean the original principal amount \$58,055,000 City of Columbia, South Carolina, Waterworks and Sewer System Refunding Revenue Bonds, Series 2012, dated March 8, 2012, of which \$9,490,000 is outstanding as of the date of this Fourteenth Supplemental Ordinance.

“Bonds of 2013” shall mean the original principal amount \$75,305,000 Waterworks and Sewer System Revenue Bonds, Series 2013, dated December 18, 2013, of which \$4,955,000 is outstanding as of the date of this Fourteenth Supplemental Ordinance.

“Bonds of 2016A” shall mean the original principal amount \$63,325,000 Waterworks and Sewer System Revenue Bonds, Series 2016A, dated December 8, 2016, of which \$58,375,000 is outstanding as of the date of this Fourteenth Supplemental Ordinance.

“Bonds of 2016B” shall mean the original principal amount \$146,710,000 City of Columbia, South Carolina, Waterworks and Sewer System Refunding Revenue Bonds, Series 2016B, dated December 8, 2016, of which \$144,525,000 is outstanding as of the date of this Fourteenth 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 \$84,900,000 is outstanding as of the date of this Fourteenth 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, all of which are outstanding as of the date of this Fourteenth 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 \$141,435,000 is outstanding as of the date of this Fourteenth 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, all of which are outstanding as of the date of this Fourteenth Supplemental Ordinance.

“Bonds to be Refunded” shall mean the Outstanding Parity Bonds (or any portion thereof) to be refunded with a portion of the proceeds of the New Bonds, as determined by the Mayor, the City Manager, the Assistant City Manager for Finance and Economic Services, or any two of them acting together, pursuant to Section 11.

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

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

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

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

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

“Council” shall mean the City Council of the City.

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

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

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

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

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

“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.

“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, 2021, or as otherwise determined by the Mayor, the City Manager and the Assistant City Manager for Finance and Economic Services, or any two of them acting together, pursuant to Section 11 hereof.

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

“New Bonds” shall mean the City of Columbia, South Carolina, Waterworks and Sewer System Revenue Bonds, in one or more series pursuant to Section 3 hereof, in the aggregate principal amount of not exceeding \$315,000,000, in order to refinance the Bonds to be Refunded, 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.

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

“Outstanding Parity Bonds” shall mean, as of the date of this Fourteenth Supplemental Ordinance, the Bonds of 2009, the Bonds of 2011A, the Bonds of 2012, the Bonds of 2013, the Bonds of 2016A, the Bonds of 2016B, the Bonds of 2018, the Bonds of 2019A, the Bonds of 2019B and the Bonds of 2019C.

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

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

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

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

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

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

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

“Series Construction Fund” shall mean one or more Funds established pursuant to Section 13 hereof into which a portion of the proceeds of a Series of the New Bonds will be deposited and from which such proceeds will be disbursed to pay the Costs of Acquisition and Construction of the New Projects (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.

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

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

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

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

“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 Mayor, the City Manager, and the Assistant City Manager for Finance and Economic Services, or any two of them acting together, pursuant to Section 11 hereof.

“Value” or “Values” means, if a Surety 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 Fourteenth Supplemental Ordinance supplements the Ordinance, constitutes and is a “Supplemental Ordinance” within the meaning of such quoted term as defined and used in the Ordinance, and is enacted under and pursuant to the Ordinance.

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

(c) Subject to the following sentence, the Net Revenues pledged under the Ordinance are not encumbered by any lien and charge thereon or pledge thereof, other than (i) the lien and charge thereon and pledge thereof created by the General Bond Ordinance, the Fifth Supplemental Ordinance and the Seventh Supplemental Ordinance for the payment and security of the Bonds of 2009; (ii) the lien and charge thereon and pledge thereof created by the General Bond Ordinance and the Eighth Supplemental Ordinance for the payment and security of the Bonds of 2011A; (iii) the lien and charge thereon and pledge thereof created by the General Bond Ordinance and the Ninth Supplemental Ordinance for the payment and security of the Bonds of 2012; (iv) the

lien and charge thereon and pledge thereof created by the General Bond Ordinance and the Tenth Supplemental Ordinance for the payment and security of the Bonds of 2013; (v) the lien and charge thereon and pledge thereof created by the General Bond Ordinance and the Eleventh Supplemental Ordinance for the payment and security of the Bonds of 2016A and the Bonds of 2016B; (vi) 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; (vii) 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 and (viii) the lien and charge thereon and pledge thereof created by the General Bond Ordinance and this Fourteenth Supplemental Ordinance for the payment and security of the New Bonds. The City has heretofore entered into (1) the Swap which is secured by a pledge of and lien and charge upon the Net Revenues of the System, which lien and charge is subordinate and inferior to the lien and charge thereof securing the Outstanding Parity Bonds and any other Bonds issued pursuant to the General Bond Ordinance on a parity with the Outstanding Parity Bonds and (2) the 2009 Letter of Credit, the City's payment obligations under each of which are limited to Net Revenues of the System available "to meet any obligations of the City which are or which shall become charges, liens or encumbrances upon the Revenues of the System" as provided in Section 6.7 of the General Bond Ordinance.

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

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

(f) The estimated Costs of Acquisition and Construction of the New Projects (excluding Costs of Issuance and interest coming due on any New Bonds) are approximately \$25,000,000 to be financed in part with the proceeds of the New Bonds.

(g) Article III of the General Bond Ordinance provides that one or more Series of Bonds may be issued for such purposes as may be permitted by the Act upon compliance with certain provisions of the General Bond Ordinance for the purposes of paying the Costs of Acquisition and Construction of one or more Projects authorized to be financed under the Act. Further, Section 3.4(B) of the General Bond Ordinance provides that Bonds may be issued at any time for the purpose of refunding (including by purchase) other Bonds, including amounts to pay principal, redemption premium and interest to the date of redemption (or purchase) of the refunded Bonds and the Cost of Issuance; provided that (i) the aggregate Debt Service on all Bonds to be Outstanding after the issuance of the proposed Series of New Bonds shall not be greater than would have been the aggregate Debt Service of all Bonds not then refunded and the Bonds to be refunded; or (ii) the requirements of paragraph (A), (B), (C) and (E) of Section 3.3 of the General Bond Ordinance are met with respect to the refunding Series. 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 Mayor, the City Manager and the Assistant City Manager for Finance and Economic Services, or any two of them acting together, pursuant to Section 8 hereof), the purchase of a Surety Bond, the provision of a Letter of Credit or any combination of the foregoing, for the benefit of the Holders of the New Bonds.

(j) The New Bonds are being issued hereunder in an aggregate principal amount of not exceeding \$315,000,000, for one or more of the following purposes: (1) to refinance the Bonds to be Refunded (the “Refunding”); (2) to improve and enlarge the System (i.e., the New Projects); (3) to pay interest coming due on the New Bonds; (4) to fund the Series Debt Service Reserve Fund (if any) in an amount equal to the Series Reserve Fund Requirement (if funded upon the initial delivery of the Bonds) through the deposit of cash, the purchase of a Surety Bond, the provision of a Letter of Credit or any combination thereof, and (5) to pay the Cost of Issuance of the New Bonds.

(k) It is necessary and in the best interest of the City to undertake the Refunding and/or the New Projects and to issue the New Bonds in the aggregate principal amount of not exceeding \$315,000,000 in accordance with the Ordinance, the Act, and this Fourteenth 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 \$315,000,000. 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 Mayor, the

City Manager and the Assistant City Manager for Finance and Economic Services, or any two of them acting together, pursuant to Section 11 hereof.

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

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

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

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

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

(f) The New Bonds and the assignment provisions pertaining thereto shall be in substantially the form set forth in Exhibit A hereto, with such necessary or appropriate variations, omissions and insertions as are incidental to the series, numbers, denominations, maturities, dates, interest rate or rates, redemption provisions, the purpose of issuance and other details thereof or as are otherwise permitted or required by law or by the Ordinance, including this Fourteenth 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 d/b/a Burr Forman McNair, 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 Fourteenth 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 Fourteenth Supplemental Ordinance, registering the transfer of the New Bonds, obtaining any consent or other action to be taken by Bondholders and for all other purposes whatsoever, and shall not be affected by any notice to the contrary. The City, the Paying Agent and the Registrar shall not have any responsibility or obligation to any Participant, any person claiming a beneficial ownership interest in the New Bonds under or through the Depository or any Participant, or any other person which is not shown on the Books of Registry of the City maintained by the Registrar as being a Bondholder, with respect to: the accuracy of any records maintained by the Depository or any Participant or the maintenance of any records; the payment by the Depository or any Participant of any amount in respect of the principal of, interest or premium, if any, on the New Bonds; the sending of any transaction statements; the delivery or timeliness of delivery by the Depository or any Participant of any notice which is permitted or required to be given to Bondholders thereunder; the selection of Bondholders to receive payments upon any partial redemption of the New Bonds; or any consent given or other actions taken by the Depository as a Bondholder.

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

System of registration and transfer with respect to the New Bonds or the replacement of the Depository or any successor depository shall be subject to the applicable rules and procedures of the Depository or such successor depository on file or otherwise approved by the Securities and Exchange Commission.

Section 5. Optional Redemption of New Bonds.

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

Section 6. Payment of the New Bonds.

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

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

Section 7. Establishment of Series Debt Service Fund.

In accordance with Section 6.5 of the General Bond Ordinance, the Series Debt Service Fund is hereby established on the date of the original delivery of the New Bonds and held by the City for the benefit of the Holders of the New Bonds; provided, however, that upon the issuance of one or more Series of New Bonds, separate funds or accounts may be established for the payment of debt service on such Series of New Bonds, with such additional numbers or letters to identify its relevance, but each such separate fund or account will be considered the “Series Debt Service Fund” with respect to the related Series of New Bonds. Notwithstanding the provisions of this Fourteenth 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 Ordinance, the Mayor, the City Manager and the Assistant City Manager for Finance and Economic Services, or any two of them acting together, may determine whether it is necessary or desirable to establish a Series Debt Service Reserve Fund for the benefit of the Holders of one or more Series of New Bonds (if any) and the amount and timing of funding of the Series Reserve Fund Requirement, and, if so, such Series Debt Service Reserve Fund shall be established on the date of the original delivery of such Series of New Bonds or funded from System Revenues over a period of time thereafter and held by the City, all as provided in the Ordinance; provided, however, that (1) upon the issuance of one or more Series of New Bonds, separate funds or accounts may be established (if at all) for each Series of New Bonds, with such additional numbers or letters to identify its relevance, but each such separate fund or account will be considered the “Series Debt Service Reserve Fund” with respect to the related Series of New Bonds; and (2) in the event of any full or partial defeasance of a Series of New Bonds under Article X of the Ordinance, then the Series Reserve Fund Requirement established for such Series of New Bonds shall be recalculated based on the then Outstanding principal amount of such Series. If the Series Debt Service Reserve Fund is established, the Series Reserve Fund Requirement initially will be satisfied by the City by the deposit of cash into the Series Debt Service Reserve Fund (which may, as designated by the Mayor, the City Manager and the Assistant City Manager for Finance and Economic Services, or any two of them acting together, pursuant to Section 11 hereof, be funded from the proceeds of the New Bonds on the date of delivery thereof or from System Revenues thereafter), with the purchase of a Surety Bond, the provision of a Letter of Credit or any combination of the foregoing, in each case for the benefit of the Holders of the New Bonds.

Section 9. Authorization to Effect Refunding; Redemption of the Bonds to be Refunded. The Mayor, the City Manager and the Assistant City Manager for Finance and Economic Services, or any two of them acting together, are hereby authorized and directed for and on behalf of the City to take such actions, including but not limited to the execution by the Mayor and the City Manager, or either of them acting alone, of the Refunding Trust Agreement or other agreements, and

give such directions as shall be necessary to carry out the provisions of this Fourteenth Supplemental Ordinance, including directions to the paying agent and/or registrar of the Bonds to be Refunded calling all or a portion of the Bonds to be Refunded for redemption on one or more dates. If executed, the Refunding Trust Agreement shall be dated the date of delivery of the related Series of the New Bonds to the initial purchaser thereof, and substantially in the form approved by the Mayor and the City Manager, or either of them acting alone, upon the advice of counsel to the City. The execution thereof shall be evidence of the approval of any such form of agreement.

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

The Mayor, the City Manager and the Assistant City Manager for Finance and Economic Services, or any two of them acting together, are hereby authorized to take such actions as may be necessary or desirable, upon the advice of counsel to the City, to secure the Government Obligations to be purchased under the Refunding Trust Agreement, including but not limited to the preparation and dissemination of bid specifications, subscription forms and the execution of directions to purchase such Government Obligations.

Section 10. Designation of Registrar and Paying Agent.

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

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

(a) The Mayor, the City Manager and the Assistant City Manager for Finance and Economic Services, or any two of them acting together, are hereby authorized and empowered to determine the original issue dates and initial Interest Payment Dates of each Series of the New Bonds; the aggregate principal amounts of the New Bonds, if less than authorized by this Ordinance, and each Series thereof (including the Series or portions thereof to be issued on a taxable or tax-exempt basis), authorized denominations thereof and the purposes of each Series thereof; the Bonds to be Refunded; the interest rates for each Series of the New Bonds; the New Bonds to be subject to mandatory and optional redemption; whether the Series Debt Service Reserve Fund will be established and funded with respect to each Series of the New Bonds and, if so, the manner and timing in which the Series Reserve Fund Requirement will be satisfied; the redemption prices of the New Bonds subject to optional redemption; the Registrar and Paying Agent for each Series of the

New Bonds; whether each Series of the New Bonds will be sold in a public or private offering or offered through a private placement transaction, and the firm or firms which will serve as the Underwriter(s) or purchaser(s), as the case may be, in connection therewith; and any original issue discount or original issue premium at which each Series of the New Bonds will be sold; any Underwriter's discount or other fee payable to the purchasers of each Series of the New Bonds; and any other terms, provisions and matters necessary or advisable to effect the issuance of each Series of the New Bonds.

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

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

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

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

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

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

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

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

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

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

(a) There shall be paid over to the paying agent for the Bonds to be Refunded or the Escrow Agent (as applicable), an amount which the Mayor, the City Manager and the Assistant City Manager for Finance and Economic Services, or any two of them acting together, determine to be required, together with amounts (if any) transferred from the Debt Service Fund and/or Debt Service Reserve Fund for the Bonds to be Refunded and other moneys of the City, to provide for the payment of principal of, redemption premium, if any, and interest on the Bonds to be Refunded upon the redemption thereof.

(b) If the Mayor, the City Manager and the Assistant City Manager for Finance and Economic Services, or any two of them acting together, determine that a Series Debt Service Reserve Fund shall be established for a Series of New Bonds and the Series Reserve Fund Requirement shall be funded with a portion of the proceeds of a Series of the New Bonds, there shall be deposited with the City for deposit into such Series Debt Service Reserve Fund an amount equal to the Series Reserve Fund Requirement.

(c) The remainder of the proceeds of any Series of the New Bonds shall be deposited into the Series Construction Fund established in Section 13 hereof (or, at the election of the City, a capitalized interest account established under the Series Debt Service Fund pursuant to Section 7 hereof) to pay Costs of Acquisition and Construction for the New Projects (including interest coming due on such Series of the New Bonds) and Costs of Issuance 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 Fourteenth 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 Fourteenth 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 Fourteenth 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 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 Fourteenth 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 Fourteenth 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, the Escrow Agent and the Insurer (if any) may, by notice given to the other parties, designate any further or different addresses to which subsequent notices, certificates or other communications shall be sent.

Section 20. Repeal of Inconsistent Ordinances and Resolutions.

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

Section 21. Effective Date.

This Fourteenth 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 ____, 2020.

CITY COUNCIL OF THE CITY OF COLUMBIA,
SOUTH CAROLINA

By: _____
Mayor

(SEAL)

ATTEST:

Clerk

Date of First Reading: _____, 2020
Date of Second Reading: _____, 2020

SCHEDULE I

List of New ProjectsWATER CIP

Rehabilitation and Installation of Water Lines for Water Quality and Fire Protection Upgrades
System Wide Expansion
Columbia Canal Water Treatment Plant Upgrades
Lake Murray Water Treatment Plant Upgrades

SEWER CIP

Rehabilitation and Installation of Sewer Lines and Manholes
System Capacity Upgrades
System Wide Expansion
Metro Wastewater Treatment Plant Upgrades

EXHIBIT A

FORM OF NEW BOND

Unless this certificate is presented by an authorized representative of The Depository Trust Company, New York, New York ("DTC") to the City of Columbia, South Carolina or its agent for registration of transfer, exchange, or payment and any certificate issued is registered in the name of Cede & Co. or in such other name as is requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other entity as is requested by an authorized representative of DTC), ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL inasmuch as the registered owner hereof, Cede & Co., has an interest herein.

UNITED STATES OF AMERICA
STATE OF SOUTH CAROLINA
CITY OF COLUMBIA
WATERWORKS AND SEWER SYSTEM [REFUNDING] REVENUE BOND
[TAXABLE] SERIES (YEAR)

REGISTERED

No. R-_____

Original
Issue Date

Maturity
Date

Interest
Rate

CUSIP

_____, 1, 2020

(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, [AND TITLE 11, CHAPTER 21,] CODE OF LAWS OF SOUTH CAROLINA, 1976, AS AMENDED, AND DOES NOT CONSTITUTE AN INDEBTEDNESS OF THE CITY WITHIN THE MEANING OF ANY STATE CONSTITUTIONAL PROVISION (OTHER THAN ARTICLE X, SECTION 14, PARAGRAPH 10 OF THE SOUTH CAROLINA CONSTITUTION AUTHORIZING OBLIGATIONS PAYABLE SOLELY FROM SPECIAL SOURCES NOT INVOLVING REVENUES FROM ANY TAX OR LICENSE) OR STATUTORY LIMITATION. THIS BOND AND THE BONDS OF THE SERIES OF WHICH IT IS ONE SHALL NOT CONSTITUTE A DEBT OF THE CITY, NOR A CHARGE, LIEN OR ENCUMBRANCE, LEGAL OR EQUITABLE, UPON ANY PROPERTY OF THE CITY OR ON ANY INCOME, RECEIPTS OR REVENUES THEREOF, OTHER THAN THE AFORESAID NET REVENUES OF THE SYSTEM (AS DEFINED HEREIN) PLEDGED THERETO. NO RECOURSE SHALL BE HAD FOR THE PAYMENT OF THIS BOND OR THE INTEREST THEREON AGAINST THE GENERAL FUND OF THE CITY AND NEITHER THE CREDIT NOR THE TAXING POWER OF THE CITY SHALL BE DEEMED TO BE PLEDGED THERETO. THE FULL FAITH, CREDIT AND TAXING POWERS OF THE CITY ARE NOT PLEDGED TO THE PAYMENT OF THE PRINCIPAL OF OR INTEREST ON THIS BOND.

This Bond shall not be entitled to any benefit under the Bond Ordinance (hereinafter defined), nor become valid or obligatory for any purpose, until the certificate of authentication hereon shall have been duly executed by the Registrar.

This Bond is one of an authorized series of Bonds (as defined in the Bond Ordinance) of the aggregate principal amount of _____ (\$_____) of like date of original issue, tenor and effect, except as to number, date of maturity, principal amount, date of authentication, registered holder, redemption provisions and rate of interest, issued by the City for the purpose of [refinancing the Bonds to be Refunded (as defined in the hereinafter defined Fourteenth Supplemental Ordinance), and] financing [certain improvements, enlargements and extensions to the City’s Water and Sewer System (the “System”), interest coming due on this Bond and the series of Bonds of which it is one and] 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 [and Title 11, Chapter 21] of the Code of Laws of South Carolina, 1976, as amended (collectively the “Act”). This Bond and the series of Bonds of which it is one are also authorized to be issued and are issued under and pursuant to General Bond Ordinance No. 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 Fourteenth Supplemental Ordinance No. 2020-098 of the

Council enacted on _____, 2020 (the “Fourteenth Supplemental Ordinance,” and together with the General Bond Ordinance, the “Bond Ordinance”), under the Act which Bond Ordinance has been duly codified and indexed as prescribed by law.

The Bond Ordinance contains provisions defining terms, including the properties comprising the System; sets forth the revenues pledged for the payment of the principal of and interest on this Bond and the Bonds of other series which may hereafter be issued on a parity herewith under the Bond Ordinance; sets forth the nature, extent and manner of enforcement of the security of this Bond and of such pledge, and the rights and remedies of the holder hereof with respect thereto; sets forth the terms and conditions upon which and the extent to which the Bond Ordinance may be altered, modified and amended; sets forth the terms and conditions upon which this Bond is issued upon which other bonds may be hereinafter issued payable as to principal, premium, if any, and interest on a parity with this Bond and equally and ratably secured herewith; sets forth the rights, duties and obligations of the City thereunder; and sets forth the terms and conditions upon which the pledge made in the Bond Ordinance for the security of this Bond and upon which the covenants, agreements and other obligations of the City made therein may be discharged at or prior to the maturity or redemption of this Bond with provisions for the payment thereof in the manner set forth in the Bond Ordinance. Reference is hereby made to the Bond Ordinance to all of the provisions of which any holder of this Bond by the acceptance hereof thereby assents. The provisions of the General Bond Ordinance pertaining to (1) the definitions of “Debt Service,” “Expenses of Operating and Maintaining the System” and “Maximum Debt Service”, (2) the additional bonds’ test (including the calculation of interest on Variable Rate Bonds for purposes thereof), (3) the rate covenant, (4) the ability of underwriters, purchasers or bond insurers to assent to amendments to the General Bond Ordinance, and (5) the Contingent Fund and Depreciation Fund, have been amended by Supplemental Ordinances to the General Bond Ordinance. The provisions of the Act and the Bond Ordinance shall be a contract with the holder of this Bond.

This Bond and the series of Bonds of which it is one and the interest thereon are special obligations of the City and are secured by and payable solely from, and secured equally and ratably by a pledge of and lien upon, the Net Revenues (as defined in the General Bond Ordinance) derived by the City from the System; and on a parity with the Bonds of 2009, the Bonds of 2011A, the Bonds of 2012, the Bonds of 2013, the Bonds of 2016A, the Bonds of 2016B, the Bonds of 2018, the Bonds of 2019A, the Bonds of 2019B, the Bonds of 2019C (as such terms are defined in the Fourteenth Supplemental Ordinance) and any Series of Bonds (as defined in the General Bond Ordinance) which are presently [or shall remain] Outstanding (as defined in the General Bond Ordinance) [after the issuance of this Bond and the series of Bonds of which it is one] or which may be hereafter issued under the General Bond Ordinance payable from such Net Revenues on a parity and equally and ratably secured therewith.

This Bond and the series of Bonds of which it is one maturing on or prior to February 1, ____, shall not be subject to redemption prior to their stated maturities. This Bond and the series of Bonds of which it is one maturing on or after February 1, ____, shall be subject to redemption prior to maturity, at the option of the City, on and after February 1, ____, in whole or in part at any time in such order of their maturities as the City shall determine and by lot within a maturity, at the redemption prices with respect to each Bond, expressed as a percentage of the principal amount to be redeemed, as set forth below, together, in each such case, with the interest accrued on such principal amount to the date fixed for redemption:

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 Fourteenth Supplemental Ordinance) in amounts sufficient to redeem on February 1 of each year, at a redemption price equal to the principal amount of the Bond or Bonds to be redeemed, together with interest accrued thereon to the date fixed for redemption, the principal amount of such Bonds specified for each of the years shown below:

Year

Principal Amount

The Bonds of the series of which this Bond is one maturing in the year ____ shall be retired by sinking fund installments which shall be accumulated in the Series Debt Service Fund in amounts sufficient to redeem on February 1 of each year, at a redemption price equal to the principal amount of the Bond or Bonds to be redeemed, together with interest accrued thereon to the date fixed for redemption, the principal amount of such Bonds specified for each of the years shown below:

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

This Bond is transferable, as provided in the Bond Ordinance, only upon the books of the City kept for that purpose at the principal office of the Registrar by the registered owner in person or by his duly authorized attorney upon surrender of this Bond together with a written instrument of transfer satisfactory to the Registrar duly executed by the registered owner or his duly authorized attorney. Thereupon a new fully registered Bond or Bonds of the same aggregate principal amount, rate of interest and maturity shall be issued to the transferee in exchange therefor as provided in the Bond Ordinance. The City, the Registrar and the Paying Agent may deem and treat the person in whose name this Bond is registered as the absolute owner hereof for the purpose of receiving payment of or on account of the principal or redemption premium, if any, hereof and interest due hereon and for all other purposes.

To the extent and in the manner permitted by the terms of the Bond Ordinance, the provisions of this Bond or of the Bond Ordinance, or any ordinance amendatory thereof or supplemental thereto, may be amended or modified by the City with the written consent of the holders of at least sixty-six and two-thirds percent (66-2/3%) in principal amount of the Bonds of the series of which this Bond is one then outstanding under the Bond Ordinance (including the Bonds of the series of which this Bond is one); provided, that no such amendment or modification shall permit a change in the date of maturity of any installment of principal hereof or date of optional or mandatory redemption of any Bond or the date of payment of interest thereon or a reduction in the principal amount or redemption price thereof or rate of interest thereon without the consent of the

holder of each such Bond affected thereby, or shall reduce the percentage of the principal amount of Bonds, the consent of the holders of which is required by the Bond Ordinance to effect such an amendment or modification.

Under the laws of the State, 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.

DRAFT

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

(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 d/b/a Burr Forman McNair, 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

DRAFT

SCHEDULE A
 \$ _____
 City of Columbia, South Carolina
 Waterworks and Sewer System [Refunding] Revenue Bonds,
 [Taxable] Series (year)

<u>Maturity</u> <u>(February 1)</u>	<u>Principal</u> <u>Amount</u>	<u>Interest</u> <u>Rate</u>	<u>CUSIP</u> <u>Number</u>
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DRAFT

EXHIBIT B

FORM OF BOND PURCHASE AGREEMENT

DRAFT

PURCHASE CONTRACT

\$[Bond Amount]
CITY OF COLUMBIA, SOUTH CAROLINA
WATERWORKS AND SEWER SYSTEM REVENUE BONDS
SERIES 2021

[Pricing Date], 2021

The Honorable Mayor and Members of City Council
 City of Columbia
 1737 Main Street
 Columbia, South Carolina 29201

The undersigned, PNC Capital Markets, LLC and Raymond James & Associates, Inc., on behalf of themselves and as representatives of Siebert Williams Shank & Co., LLC, 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], 2021, 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 2021 (“**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, [and Title 11, Chapter 21,] 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 Fourteenth Supplemental Ordinance No. 2020-098, enacted by the City Council on [Ordinance Date], 2021 (together with “**Bond Ordinance**,” as so amended and supplemented, “**Ordinance**”).

Proceeds of the Bonds will be used to (i) fund the improvements, extensions and enlargements to the Waterworks and Sewer System of the City (“**System**”), (ii) refund the [list Bonds to be Refunded], (iii) pay interest coming due on a portion of the Bonds, and (iv) pay the costs incurred in connection with the issuance of the Bonds. 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 [], 2021 (“**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 under the caption “THE 2021 BONDS—Book-Entry-Only System”, the over-allotment or stabilizing language on the inside front cover and the information relating to or provided by the Underwriter under the caption “MISCELLANEOUS – Underwriting” (collectively, “**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 and, to the City’s knowledge, the Securities and Exchange Commission’s (“SEC”) order dated August 24, 2016 (SEC Release No. 33-10143).

6. **Closing.** At 10:00 a.m., local (City of Columbia) time, on [Closing Date], 2021, 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 June 20, 2021, 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 d/b/a Burr Forman McNair and Johnson, Toal & Battiste, P.A., as co-bond counsel (“**Bond Counsel**”), shall be necessary in connection with the transactions contemplated hereby.

(b) The Underwriter shall have the right to cancel its obligation to purchase the Bonds (and such cancellation shall not constitute a default hereunder by the Underwriter) if between the date hereof and the Closing:

(i) legislation shall be enacted or be actively considered for enactment by the Congress, or recommended to the Congress for passage by the President of the United States, or favorably reported for passage to either House of the Congress by a committee of such House to which such legislation has been referred for consideration, a decision by a court of the United States or the United States Tax Court shall be rendered, or a ruling, regulation or official statement by or on behalf of the Treasury Department of the United States, the IRS or other governmental agency shall be made or proposed to be made with respect to federal taxation upon revenues or other income of the general character to be derived by the City or by any similar body, or upon interest on obligations of the general character of the Bonds, or other action or events shall have transpired that have the purpose or effect, directly or indirectly, of changing the federal income tax consequences of any of the transactions contemplated in connection herewith, that, in the opinion of the Underwriter, materially and adversely affects the market price of the Bonds or the market price generally of obligations of the general character of the Bonds;

(ii) any legislation, ordinance or regulation shall be enacted or be actively considered for enactment by any governmental body, department or agency of the State, or a decision by any court of competent jurisdiction within the State shall be rendered that, in the opinion of the Underwriter, materially and adversely affects the market price of the Bonds;

(iii) any action shall have been taken by the SEC that would require the registration of the Bonds under the Securities Act of 1933, as amended (“**1933 Act**”), or the qualification of the Ordinance under the Trust Indenture Act of 1939, as amended, or it appears that the Underwriter, by selling the Bonds, would subject itself to liability under the 1933 Act, the 1934 Act or any blue sky law;

(iv) any event shall have occurred or shall exist that, in the opinion of the Underwriter, either (i) makes untrue or incorrect in any material respect any statement or information contained in the Official Statement, or (ii) is not reflected in the Official Statement and should be reflected therein in order to make the statements and information contained therein not misleading in any material respect;

(v) there shall have occurred any outbreak of, or escalation in, hostilities or other national or international calamity or crisis or a financial crisis, including, but not limited to, the United States engaging in hostilities, or a Declaration of War or a national emergency by the United States on or after the date hereof which, in the sole opinion of the Underwriter, would affect materially and adversely the ability of the Underwriter to market the Bonds;

(vi) trading shall be suspended, or new or additional trading or loan restrictions shall be imposed, by the New York Stock Exchange or other national securities exchange or governmental authority with respect to obligations of the general character of the Bonds or a general banking moratorium shall be declared by federal, South Carolina or New York authorities;

(vi) there shall have occurred any change in the financial condition or affairs of the City or the System the effect of which is, in the sole judgment of the Underwriter, so material and adverse as to make it impracticable or inadvisable to proceed with the offering or delivery of the Bonds on the terms and in the manner contemplated by the Official Statement;

(vii) either of the ratings of the Bonds shall have been downgraded, or withdrawn, or becomes the subject of a published negative credit watch, which in the Underwriter's sole opinion, materially adversely affects the market price of the Bonds;

(viii) any litigation shall be instituted, pending or threatened to restrain or enjoin the issuance, sale or delivery of the Bonds or in any way contesting or questioning any authority for or the validity of the Bonds or the money or revenues pledged to the payment thereof or any of the proceedings of the City taken with respect to the issuance and sale thereof;

(ix) the "blue sky" or securities commission of any state in the United States has withheld registration, exemption, or clearance of the offering of the Bonds, and, in the sole opinion of the Underwriter, the effect of the withholding will materially and adversely affect the market price or marketability of the Bonds;

(x) the purchase of and payment for the Bonds by the Underwriter, or their resale or reoffering by the Underwriter, on the terms and conditions contemplated by this Purchase Contract and the Official Statement, is prohibited by any applicable law or governmental regulation or by order of any court, government authority, board, agency, or commission or would subject the Underwriter to liability under the 1933 Act, the 1934 Act, common law or otherwise;

(xi) additional material restrictions not in force on the date of this Purchase Contract have been imposed on trading in securities generally or by a governmental authority or Financial Industry Regulatory Authority, Inc.; or

(xii) there shall have occurred any event other than those listed above, the effect of which is, in the reasonable and exclusive judgment of the Underwriter, material and adverse to make it impractical or inadvisable to proceed with the offering of the Bonds on the terms and in the manner contemplated by the Official Statement.

(c) At the time of Closing, the City shall have duly adopted all proceedings required by the Enabling Act and all other applicable laws and regulations, State or federal, necessary to enable Bond Counsel to deliver an unqualified opinion with respect to due authorization, execution and delivery of the Bonds.

(d) The Underwriter shall have received, within a sufficient time period for such Official Statements to accompany confirmations delivered by the Underwriter to potential investors in accordance with the Rules of the MSRB but in no event later than seven business days following the date hereof, a quantity of Official Statements adequate to enable the Underwriter to meet the continuing obligations imposed on it by the Rule.

(e) At or prior to the Closing, the Underwriter shall receive one executed original of the following documents, unless otherwise indicated:

(i)(A) the unqualified approving opinions of Co-Bond Counsel each dated the date of Closing, addressed to the City in substantially the forms of Appendix “D” of the Official Statement, and (B) supplemental opinions of Bond Counsel, each dated the date of Closing and addressed to the Underwriter, in substantially the forms set forth in Exhibit B attached hereto;

(ii) a certificate of the City, dated the date of Closing signed by an official of the City, in substantially the form attached hereto as Exhibit C;

(iii) a specimen of the Bonds;

(iv) an opinion of Teresa A. Knox, Esquire, City Attorney, addressed to the City and the Underwriter, dated the date of Closing in substantially the form attached hereto as Exhibit D;

(v) evidence satisfactory to the Underwriter that the Bonds have been rated “[Aa1]” by Moody’s Investors Service, Inc. (“Moody’s”) and “[AA+]” by S&P Global Ratings (“S&P”);

(vi) a certified copy of the Ordinance;

(vii) a copy of the Official Statement executed on behalf of the City by a duly authorized official of the City;

(viii) an executed copy of the Disclosure Dissemination Agent Agreement dated the date of Closing, between the City and Digital Assurance Certification, L.L.C.;

(ix) the opinions of Parker Poe Adams & Bernstein LLP and the Starkes Law Firm, LLC, Co-Counsel to the Underwriter, addressed to the Underwriter and dated the date of Closing in substantially the forms attached hereto as Exhibit E;

(x) the opinion of Nexsen Pruet, LLC, special environmental counsel to the City, addressed to the Underwriter and Co-Counsel to the Underwriter, dated the date of Closing in substantially the forms attached hereto as Exhibit F; and

(xi) other certificates of the City or information of the City contained in certificates listed in the Closing Memorandum to be approved by counsel to the City and 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], 2021, 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 d/b/a Burr Forman McNair, 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 PNC Capital Markets, 4720 Piedmont Row, Suite 200, Charlotte, NC 28210, Attention: David Fischer.

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 G, with modifications as may be appropriate or necessary, in the reasonable judgment of the Underwriter, the City and Burr & Forman LLP d/b/a Burr Forman McNair, 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: PNC CAPITAL MARKETS, LLC and Raymond
James & Associates, Inc., on behalf of themselves and as
representatives of Siebert Williams Shank & Co., LLC

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 2021]

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 (FEB. 1)</u>	<u>AMOUNT(\$)</u>	<u>INTEREST RATE(%)</u>	<u>YIELD(%)</u>	<u>PRICE(%)</u>	<u>CUSIP</u>
2021					
2021					
2022					
2022					
2023					
2023					
2024					
2025					
2026					
2027					
2028					
2029					
2030					
2031					
2032					
2033					
2034					
2035					
2036					
2037					
2038					
2039					
2040					
2043					
2044					
2045					

\$[] []% Term Bond, Due [] [], 20[]; Yield: []^C; Price []%^C; CUSIP: []

^CPriced to the call date of February 1, 202[9]

Redemption

Optional Redemption

[The Bonds maturing on or after February 1, 20[31], are subject to redemption prior to maturity on or after February 1, 20[30], 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 2021 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:]

<u>Year</u>	<u>Amount</u>
	\$
[†]	

[†]Final Maturity for \$ % Term Bond

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

EXHIBIT B

Form of Supplemental Bond Counsel Opinion

[Closing Date], 2021

PNC Capital Markets LLC
Charlotte, North Carolina

Raymond James & Associates, Inc.
Richmond, Virginia

Siebert Williams Shank & Co., LLC
New York, New York

Re: \$[Bond Amount] Waterworks and Sewer System Revenue Bonds, Series 2021, 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 2021 (“Bonds”). This opinion is being delivered to you pursuant to paragraph 7(e)(i)(B) of the Purchase Contract dated [Pricing Date], 2021 (“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, [and Title 11, Chapter 21] of the Code of Laws of South Carolina, 1976, as amended.
2. The Purchase Contract.
3. The Official Statement dated [Pricing Date], 2021 (“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 Fourteenth Supplemental Ordinance No. 2020-[Ordinance Number], enacted by the City Council on [Ordinance Date], 2021 (collectively, the “Ordinance”).
5. The Disclosure Dissemination Agent Agreement dated the date hereof between the City and Digital Assurance Certification, L.L.C. (“Disclosure Agreement”).

Based upon the foregoing and examinations of such other documents, and consideration of such matters of law as we have deemed appropriate to enable us to render this opinion, we are of the opinion that:

1. The Purchase Contract and the Disclosure Agreement, respectively, have been duly authorized, executed and delivered by the City.

2. The Official Statement has been duly authorized, approved and delivered by the City.
3. We have considered the information contained in the Official Statement under the headings entitled: “THE 2021 BONDS” (other than the information under “Book-Entry-Only System”); “SECURITY FOR THE 2021 BONDS”; and in Appendix C of the Official Statement entitled “Summary of Certain Provisions of the Ordinance” and, based upon our review, we are of the opinion that the statements or summaries under such headings (except the information therein related to The Depository Trust Company and its affiliates and the book-entry only system of registration and transfer and related information under the caption “THE 2021 BONDS—Book-Entry Only System,” as to which we express no opinion) are, to the extent indicated therein, accurate statements or summaries of the matters set forth or documents referred to therein, and fairly present the information purported to be shown, and the information under the heading “TAX EXEMPTION AND OTHER TAX MATTERS” is true and correct in all material respects.
4. The Ordinance and the Bonds conform as the form and tenor with the terms and provisions thereof as set out in the Official Statement.
5. All conditions precedent to the delivery of the Bonds contained in the Ordinance have been fulfilled.
6. The Bonds are presently exempt from registration under the Securities Act of 1933, as amended, and the Ordinance is presently exempt from qualification as an indenture under the Trust Indenture Act of 1939, as amended.

This opinion is rendered to and may be relied upon solely by the Underwriter and may not be relied upon by any other persons, firms or corporations.

This opinion is given as of the date hereof, and we assume no obligation to revise or supplement this opinion to reflect any facts or circumstances that may hereafter come to our attention, or any changes in law that may hereafter occur.

Yours very truly,
Burr & Forman LLP

[Closing Date], 2021

PNC Capital Markets LLC
Charlotte, North Carolina

Raymond James & Associates, Inc.
Richmond, Virginia

Siebert Williams Shank & Co., LLC
New York, New York

Re: \$[Bond Amount] Waterworks and Sewer System Revenue Bonds, Series 2021, 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 2021 (“Bonds”). This opinion is being delivered to you pursuant to paragraph 7(e)(i)(B) of the Purchase Contract dated [Pricing Date], 2021 (“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, [and Title 11, Chapter 21] of the Code of Laws of South Carolina, 1976, as amended.
2. The Purchase Contract.
3. The Official Statement dated [Pricing Date], 2021 (“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 Fourteenth Supplemental Ordinance No. 2020-[Ordinance Number], enacted by the City Council on [Ordinance Date], 2021 (collectively, the “Ordinance”).
5. The Disclosure Dissemination Agent Agreement dated the date hereof between the City and Digital Assurance Certification, L.L.C. (“Disclosure Agreement”).

Based upon the foregoing and examinations of such other documents, and consideration of such matters of law as we have deemed appropriate to enable us to render this opinion, we are of the opinion that:

1. The Purchase Contract and the Disclosure Agreement, respectively, have been duly authorized, executed and delivered by the City.
2. The Official Statement has been duly authorized, approved and delivered by the City.
3. We have considered the information contained in the Official Statement under the

headings entitled: “THE 2021 BONDS” (other than the information under “Book-Entry-Only System”); “SECURITY FOR THE 2021 BONDS”; and in Appendix C of the Official Statement entitled “Summary of Certain Provisions of the Ordinance” and, based upon our review, we are of the opinion that the statements or summaries under such headings (except the information therein related to The Depository Trust Company and its affiliates and the book-entry only system of registration and transfer and related information under the caption “THE 2021 BONDS—Book-Entry Only System,” as to which we express no opinion) are, to the extent indicated therein, accurate statements or summaries of the matters set forth or documents referred to therein, and fairly present the information purported to be shown.

4. The Ordinance and the Bonds conform as the form and tenor with the terms and provisions thereof as set out in the Official Statement.

5. All conditions precedent to the delivery of the Bonds contained in the Ordinance have been fulfilled.

6. The Bonds are presently exempt from registration under the Securities Act of 1933, as amended, and the Ordinance is presently exempt from qualification as an indenture under the Trust Indenture Act of 1939, as amended.

This opinion is rendered to and may be relied upon solely by the Underwriter and may not be relied upon by any other persons, firms or corporations.

This opinion is given as of the date hereof, and we assume no obligation to revise or supplement this opinion to reflect any facts or circumstances that may hereafter come to our attention, or any changes in law that may hereafter occur.

Yours very truly,
Johnson, Toal & Battiste, P.A.

EXHIBIT C**GENERAL CERTIFICATE OF THE CITY OF COLUMBIA
REQUIRED BY SECTION 7(e)(ii) OF THE PURCHASE CONTRACT**

Pursuant to Section 7(e)(ii) of the Purchase Contract dated [Pricing Date], 2021 (“Purchase Contract”), between the City of Columbia, South Carolina (“City”) and PNC Capital Markets LLC and Raymond James & Associates, Inc., on behalf of themselves and as representatives of Siebert Williams Shank & Co., LLC, 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], 2021 (“Official Statement”), relating to the aggregate principal amount \$[Bond Amount] City of Columbia, South Carolina Waterworks and Sewer System Revenue Bonds, Series 2021 (“Bonds”), or the validity, due authorization and execution of the Purchase Contract, the Disclosure Dissemination Agent Agreement dated [Closing Date], 2021, 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], 2021.

CITY OF COLUMBIA, SOUTH CAROLINA

By: _____
City Manager

B-20

EXHIBIT D

[Form of Opinion of the City Attorney]

[Closing Date], 2021

PNC Capital Markets LLC
Charlotte, North Carolina

Raymond James & Associates, Inc.
Richmond, Virginia

Siebert Williams Shank & Co., LLC
New York, New York

City of Columbia
Columbia, South Carolina

\$(Bond Amount)
City of Columbia, South Carolina
Waterworks and Sewer System Revenue Bonds
Series 2021

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 2021 (“Bonds”). This opinion is being delivered to you pursuant to paragraph 7(e)(iv) of the Purchase Contract dated [Pricing Date], 2021 (“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, [and Title 11, Chapter 21] of the Code of Laws of South Carolina, 1976, as amended;
2. The Purchase Contract;
3. The Official Statement dated [Pricing Date], 2021 (“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 Fourteenth Supplemental Ordinance No. 2020-[Ordinance Number], enacted by the City Council on [Ordinance Date], 2021 (collectively, the “Ordinance”);
5. The Disclosure Dissemination Agent Agreement dated the date hereof between the City and Digital Assurance Certification, L.L.C. (“Disclosure Agreement” and with the Purchase Contract, “City Agreements”); and
6. Such other documents and instruments and proceedings of the City as I have deemed relevant.

As to questions of fact material to my opinion, I have relied upon representations and other certifications of officials of the City without undertaking to verify the same by independent investigation.

Based on the foregoing, I am of the opinion that as of this date:

1. The City is a political subdivision validly existing under the Constitution and laws of the State of South Carolina, and has all requisite power and authority (i) to enact and implement the Ordinance and to issue, sell and deliver the Bonds and (ii) to conduct its business as currently being conducted and as proposed to be conducted and as described in the Official Statement and to carry out the transactions contemplated by the Purchase Contract and the Official Statement.

2. Each of the City Agreements has been duly authorized, executed and delivered by the City and, assuming due authorization, execution and delivery by the applicable parties thereto, constitutes a legal, valid and binding agreement enforceable against the City in accordance with its terms (except that the enforceability thereof may be subject to the exercise of judicial discretion in accordance with general principles of equity and to bankruptcy, insolvency, reorganization, fraudulent conveyance, moratorium and other similar laws affecting creditors' rights heretofore or hereafter enacted to the extent constitutionally applicable); provided, however, that no opinion is expressed as to the enforceability of the indemnity or choice of law provisions thereof.

3. The City has taken all action legally required of it to enact and to implement the Ordinance and to authorize the issuance, sale and delivery of the Bonds. The Ordinance has been duly enacted by the City Council.

4. To the best of my knowledge and after due inquiry, the City is not in default in any material respect under any material agreement or other instrument 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.

Very truly yours,

Teresa A. Knox
City Attorney

B-22

EXHIBIT E**Form of Underwriter's Counsel Opinion**

[Closing Date], 2021

PNC Capital Markets LLC
Charlotte, North Carolina

Raymond James & Associates, Inc.
Richmond, Virginia

Siebert Williams Shank & Co., LLC
New York, New York

\$(Bond Amount)
City of Columbia, South Carolina
Waterworks and Sewer System Revenue Bonds
Series 2021

Ladies and Gentlemen:

We have acted as counsel to PNC Capital Markets, LLC and Raymond James & Associates, Inc., on behalf of themselves and as representatives of Siebert Williams Shank & Co., LLC, as underwriters (collectively "Underwriter") in connection with the purchase of the referenced bonds ("Bonds") pursuant to a Purchase Contract, dated [Pricing Date], 2021 ("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], 2021 ("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], 2021

PNC Capital Markets LLC
Charlotte, North Carolina

Raymond James & Associates, Inc.
Richmond, Virginia

Siebert Williams Shank & Co., LLC
New York, New York

\$(Bond Amount)
City of Columbia, South Carolina
Waterworks and Sewer System Revenue Bonds
Series 2021

Ladies and Gentlemen:

We have acted as co-counsel to PNC Capital Markets LLC and Raymond James & Associates, Inc., on behalf of themselves and as representatives of Siebert Williams Shank & Co., LLC, as underwriters (collectively “Underwriter”) in connection with the purchase of the above referenced bonds (“Bonds”) pursuant to a Purchase Contract, dated [Pricing Date], 2021 (“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], 2021 (“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

EXHIBIT F

Form of Environmental Special Counsel

[Closing Date], 2021

PNC Capital Markets LLC
Charlotte, North Carolina

Raymond James & Associates, Inc.
Richmond, Virginia

Siebert Williams Shank & Co., LLC
New York, New York

Parker Poe Adams & Bernstein LLP
Columbia, South Carolina

The Starkes Law Firm, P.A.
Columbia, South Carolina

\$(Bond Amount)
City of Columbia, South Carolina
Waterworks and Sewer System Revenue Bonds
Series 2021

Ladies and Gentlemen:

We have acted as special counsel to the City of Columbia, South Carolina (“City”) with respect to certain environmental matters. The City has asked that we provide you with this opinion related to the referenced bonds (“Bonds”) pursuant to Section 7(e)(x) of the Purchase Contract, dated [Pricing Date], 2021 (“Purchase Contract”), between PNC Capital Markets, LLC and Raymond James & Associates, Inc., on behalf of themselves and as representatives of Siebert Williams Shank & Co., LLC, as underwriters (“Underwriters”) and the City. Each capitalized term not otherwise defined in this letter has the meaning assigned to that term in the Purchase Contract.

We have, as the City's special counsel, examined and relied on originals or copies, certified or otherwise identified to our satisfaction, of such 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], 2021 (“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 special counsel to the City, we have reviewed the contents of the Official Statement, contained under the heading “THE CITY AND THE SYSTEM - Environmental Matters”. In reliance on the records, documents, certificates and opinions referenced above, we advise you that, during the course of our representation of the City, no information came to the attention of the attorneys in our firm

rendering legal services in connection with the City's representation that caused us to believe that the information in Official Statement contained under the heading "THE CITY AND THE SYSTEM - Environmental Matters" (except for the subheading entitled "*Conclusion*"), as of its date and as of the date of this letter contained or contains any untrue statement of a material fact or omitted or omits to state any material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading.

Except as set forth above, we express no opinion in connection with the issuance and sale of the Bonds. The opinion expressed above is rendered solely for your benefit in connection with the issuance of the Bonds. This opinion 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 opinion expressed above for events occurring or coming to our attention after the date of this letter.

Very truly yours,

W. THOMAS LAVENDER, JR.
NEXSEN PRUET, LLC

EXHIBIT G
FORM OF UNDERWRITER'S CERTIFICATE
ISSUE PRICE CERTIFICATE

The undersigned, on behalf of PNC Capital Markets LLC ("PNC") and Raymond James & Associates, Inc. ("Raymond James"), on behalf of themselves and as representatives of Siebert Williams Shank & Co., LLC ("Siebert"), 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 McNair Law Firm, N.A., as Bond Counsel, in connection with rendering its opinion that the interest on the Bonds is excluded from gross income for federal income tax purposes, the preparation of the Internal Revenue Service Form 8038-G, and other federal income tax advice that it may give to the City from time to time relating to the Bonds.

PNC CAPITAL MARKETS LLC,

By: _____
 Name: David Fischer

Dated: [Closing Date], 2021

B-29

SCHEDULE A
SALE PRICES
(Attached)
MATURITY SCHEDULE

DRAFT

EXHIBIT C

FORM OF PRELIMINARY OFFICIAL STATEMENT

DRAFT

PRELIMINARY OFFICIAL STATEMENT DATED []

NEW ISSUE

RATINGS:

Moody's: []

BOOK-ENTRY-ONLY

Standard & Poor's: []

In the opinion of Burr & Forman LLP d/b/a Burr Forman McNair ("Burr Forman McNair"), 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 2020 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 2020 Bonds is not an item of tax preference in computing the alternative minimum tax. The 2020 Bonds and the interest thereon will also be exempt from all State, county, municipal, school district and other taxes or assessments imposed within the State of South Carolina, except estate, transfer and certain franchise taxes. See "TAX EXEMPTION AND OTHER TAX MATTERS" herein..



CITY OF COLUMBIA, SOUTH CAROLINA

[Par]

WATERWORKS AND SEWER SYSTEM REVENUE BONDS
SERIES 2020

Dated: Delivery Date

Due: February 1, as shown on inside cover

The City of Columbia, South Carolina ("City"), Waterworks and Sewer System Revenue Bonds, Series 2020 (the "2020 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 2020 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 2020 Bonds, references herein to holders or registered owners of the 2020 Bonds means Cede & Co., and shall not mean the beneficial owners of the 2020 Bonds. Interest on the 2020 Bonds shall be payable on each February 1 and August 1, commencing February 1, 2021, until maturity or prior redemption. Principal on the 2020 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 2020 Bonds are being issued under the authority of the Constitution of the State of South Carolina 1895, as amended ("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 ("City Council"), on May 21, 1993, as amended and supplemented, including as amended and supplemented particularly by the Fourteenth Supplemental Ordinance No. 2020-[Ordinance Number], enacted by the City Council on [November 3, 2020] (as amended and supplemented, "Ordinance").

The 2020 Bonds are being issued for the purposes of (i) funding certain improvements, extensions and enlargements ("2020 Projects") to the Waterworks and Sewer System of the City ("System"); [(ii) paying capitalized interest on the 2020 Bonds;] and [(iii) paying the costs incurred in connection with the issuance of the 2020 Bonds.

The 2020 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 2020 BONDS.]**

THE 2020 BONDS WILL BE SUBJECT TO OPTIONAL PRIOR TO MATURITY AS DESCRIBED HEREIN.

THE 2020 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 2020 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 2020 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 2020 BONDS.

[PNC CAPITAL MARKETS, LLC]

[RAYMOND JAMES]

[Book Runner for the Series 2020 Bonds]

[SIEBERT WILLIAMS SHANK & CO., LLC]

The 2020 Bonds are offered when, as and if issued and delivered by the City, subject to the final approving opinions of Burr Forman McNair, 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 2020 Bonds. It is expected that the 2020 Bonds will be available for delivery through the facilities of DTC, on or about [Closing Date], 2020.

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.

This Official Statement is dated [Sale Date], 2020.

* Throughout this Preliminary Official Statement, the presence of an asterisk indicates that information is preliminary and subject to change.

SERIES 2020 BONDS MATURITY SCHEDULE
\$[] SERIAL BONDS

MATURITY <u>([] 1)</u>	<u>AMOUNT</u> \$	INTEREST <u>RATE</u> %	<u>YIELD</u> %	<u>PRICE</u> %	<u>CUSIP</u> ¹
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^c Priced to the call date of [].

¹ CUSIP® is a registered trademark of the American Bankers Association. CUSIP Global Services is managed on behalf of the American Bankers Association by S&P Global Market Intelligence LLC. Copyright (c) 2019 CUSIP Global Services. All rights reserved. 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.

This Official Statement does not constitute an offering of any security other than the original offering of the 2020 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 2020 Bonds by any person in any jurisdiction in which it is unlawful to make such offer, solicitation or sale. THE INFORMATION AND EXPRESSIONS OF OPINION IN THIS OFFICIAL STATEMENT ARE SUBJECT TO CHANGE, AND NEITHER THE DELIVERY OF THIS OFFICIAL STATEMENT NOR ANY SALE MADE UNDER THIS DOCUMENT SHALL CREATE ANY IMPLICATION THAT THERE HAS BEEN NO CHANGE IN THE AFFAIRS OF THE CITY OR THE SYSTEM SINCE THE DATE HEREOF.

Information in this Official Statement has been obtained by PNC Capital Markets, LLC, and Raymond James & Associates, Inc., on behalf of themselves and as representatives of Siebert Williams Shank & Co., LLC, as underwriters ("Underwriters"), from the City and other sources believed to be reliable.

The Underwriters have provided the following sentence for inclusion in this Official Statement. The Underwriters have reviewed the information in this Official Statement in accordance with, and as part of their responsibility to investors under the federal securities laws applied to the facts and circumstances of this transaction, but the Underwriters do not guarantee the accuracy or completeness of such information.

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 2020 Bonds, or (iii) the tax status (as applicable) of the interest on the 2020 Bonds.

Reference herein to laws, rules, regulations, agreements, reports and other documents, do not purport to be comprehensive or definitive. All references to such documents are qualified in their entirety by reference to the particular document, the full text of which may contain qualifications of and exceptions to statements made therein. Where full texts have not been included as appendices to the Official Statement, they will be furnished on request.

Certain statements included or incorporated by reference in this Official Statement constitute "forward-looking statements," within the meaning of the Securities Act of 1933, as amended ("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," "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, the impact of the on-going COVID-19 pandemic (as further described under "COVID-19" herein), 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 2020 BONDS AT OR ABOVE THAT WHICH MIGHT OTHERWISE PREVAIL IN THE OPEN MARKET, AND SUCH STABILIZING MAY BE DISCONTINUED AT ANY TIME.

THE 2020 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 2020 BONDS IN ACCORDANCE WITH APPLICABLE PROVISIONS OF SECURITIES LAWS OF THE STATES IN WHICH THE 2020 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 2020 BONDS FOR SALE. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENSE.

[COVID SECTION]

DRAFT

CITY OF COLUMBIA, SOUTH CAROLINA

1737 Main Street
Columbia, South Carolina 29201
803-545-3050

**CITY COUNCIL**

Stephen K. Benjamin, Mayor

COUNCIL MEMBERS

Edward H. McDowell, Jr., Mayor Pro Tem
William Brennen
Sam Davis
Tameika Isaac Devine
Howard E. Duvall, Jr.
Daniel J. Rickenmann

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 2020

INTRODUCTION

This Official Statement of the City of Columbia, South Carolina (“City” or “City of Columbia”), which includes the cover page hereof and the appendices hereto, provides information relating to the City, its Waterworks and Sewer System Revenue Bonds, Series 2020 (the “2020 Bonds”). The information furnished herein includes a brief description of the 2020 Bonds, and the security therefor, the City, and its indebtedness, tax information, economic data, financial information and other matters. Also included are certain information and data pertaining to Richland County, South Carolina (“Richland County” or “County”), Lexington County, South Carolina (“Lexington County”) and the State of South Carolina (“South Carolina” or “State”). All information included herein has been provided by the City except where attributed to other sources. The summaries and references to all documents, statutes, reports and other instruments referred to herein do not purport to be complete, comprehensive or definitive, and each such reference or summary is qualified in its entirety by reference to each such document, statute, report or other instrument.

The 2020 Bonds, the 2019 Bonds, the 2018 Bonds, the 2016A Bonds, the 2016B Bonds, the 2013 Bonds, the 2012 Bonds, the 2011A Bonds, 2009 Bonds and any Additional Bonds (as such terms are defined herein) are referred to herein, collectively, as the “Bonds.” Included in this Official Statement is a brief description of the City’s Waterworks and Sewer System (“System”) and the Ordinance (as defined herein), pursuant to which the 2020 Bonds are authorized and issued by the City. The summaries and references to all documents, statutes, reports and other instruments referred to herein do not purport to be complete, comprehensive or definitive, and each such reference or summary is qualified in its entirety by reference to each such document, statute, report or other instrument. Capitalized terms used herein without specific definition are used as defined in “APPENDIX C – Summary of Certain Provisions of the Ordinance.”

Authorization

The 2020 Bonds are being issued under the Constitution of the State of South Carolina 1895, as amended (“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 (“City Council”), on May 21, 1993, as amended and supplemented (“General Ordinance”), including as amended and supplemented particularly by the Fourteenth Supplemental Ordinance No. 2020-[Ordinance Number], enacted by the City Council on [November 3], 2020 (“Supplemental Ordinance,” and together with the General Ordinance, “Ordinance”).

Purpose

The 2020 Bonds are being issued for the purposes of (i) refunding the [list Bonds to be Refunded]; (ii) funding certain improvements, extensions and enlargements (“2020 Projects”) to the System; (iii) [paying capitalized interest on the 2020 Bonds]; and (iv) paying the costs incurred in connection with the issuance of the 2020 Bonds. See “SOURCES AND USES OF FUNDS” and “PLAN OF FINANCE/REFUNDING.”

THE 2020 BONDS

General

The 2020 Bonds will be dated their date of delivery, will mature on February 1 in the years and in the principal amounts set forth on the inside cover page hereto, and will bear interest at the rates per annum

(calculated on the basis of a 360-day year comprised of twelve 30-day months) set forth on the inside cover page hereto, payable on February 1, 2021, and semiannually thereafter on February 1 and August 1 of each year. The 2020 Bonds are issuable initially in book-entry form only, in denominations of \$5,000 or any whole multiple thereof. So long as the 2020 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 2020 Bonds will be made as set forth under "Book-Entry System" below. Should the 2020 Bonds no longer be held in book-entry form, principal of the 2020 Bonds, whether due on maturity or redemption, will be payable on the respective maturity dates or redemption dates on presentation and surrender thereof at the corporate trust office of Regions Bank, as registrar and paying agent ("Registrar/Paying Agent"), and interest on the 2020 Bonds will be payable by check or draft of the Registrar/Paying Agent mailed to the person in whose name each 2020 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 2020 Bonds not held in book-entry form may be made by wire transfer to an account within the continental United States on timely receipt of a written request of such holder.

The 2020 Bonds are subject to optional and mandatory redemption prior to their maturity.

Optional Redemption

The 2020 Bonds maturing on or after February 1, [], are subject to redemption prior to maturity on or after February 1 [], 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 2020A Bonds being redeemed together with accrued interest to the date fixed for redemption.

General Redemption Provisions; Notice

In the event the 2020 Bonds or any portion thereof shall be called for redemption, notice of the redemption, describing (among other things) the 2020 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 2020 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 2020 Bonds will be given to Cede & Co., and will be distributed by Cede & Co. as set forth under "Book-Entry System" below.

If less than all of the 2020 Bonds of any series and maturity are called for redemption, the 2020 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 2020 Bonds are held in book-entry form.

If a 2020 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 2020 Bond at the then applicable redemption price and the interest to accrue to the redemption date on such 2020 Bond are held for the purpose of such payment by the Registrar/Paying Agent, then such 2020 Bond so called for redemption shall, on the redemption date designated in such notice, become due and payable, and interest on the 2020 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 2020 Bond based on certain conditions being met at or prior to redemption, including, but not limited to, the availability of amounts for such purposes.

Book-Entry System

THE DESCRIPTION WHICH FOLLOWS OF THE PROCEDURES AND RECORDKEEPING WITH RESPECT TO BENEFICIAL OWNERSHIP INTERESTS IN THE 2020 BONDS, PAYMENT OF INTEREST AND PRINCIPAL ON THE 2020 BONDS TO DIRECT AND INDIRECT PARTICIPANTS (AS DEFINED HEREIN) OR BENEFICIAL OWNERS (AS DEFINED HEREIN) OF THE 2020 BONDS, CONFIRMATION AND TRANSFER OF BENEFICIAL OWNERSHIP INTERESTS IN THE 2020 BONDS, AND OTHER RELATED TRANSACTIONS BY AND BETWEEN DTC, THE DIRECT AND INDIRECT PARTICIPANTS AND BENEFICIAL OWNERS OF THE 2020 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 2020 Bonds will be available only in book-entry form. Each beneficial owner of the 2020 Bonds (“Beneficial Owner”) will not receive a physical bond certificate representing its interests in the 2020 Bonds purchased. So long as Cede & Co., as nominee for DTC, or its nominee is the registered owner of the 2020 Bonds, references in this Official Statement to the Bondholders or registered owners of the 2020 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 2020 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 2020 Bonds. The 2020 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 2020 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 2020 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 2020 Bonds under the DTC system must be made by or through Direct Participants, which will receive a credit for the 2020 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 2020 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 2020 Bonds, except in the event that use of the book-entry system for the 2020 Bonds is discontinued.

To facilitate subsequent transfers, the 2020 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 2020 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 2020 Bonds; DTC's records reflect only the identity of the Direct Participants to whose accounts the 2020 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 2020 Bonds may wish to take certain steps to augment the transmission to them of notices of significant events with respect to the 2020 Bonds, such as redemptions, tenders, defaults, and proposed amendments to the Ordinance. For example, Beneficial Owners of the 2020 Bonds may wish to ascertain that the nominee holding the 2020 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 2020 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 2020 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 2020 Bonds are credited on the record date (identified in a listing attached to the Omnibus Proxy).

Because DTC is treated as the Owner of the 2020 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 2020 Bonds that may be transmitted by or through DTC.

Principal, redemption premium, if any, and interest payments on the 2020 Bonds will be made to Cede & Co., or such other nominee as may be requested by an authorized representative of DTC. DTC's practice is to credit Direct Participants' accounts on DTC's receipt of funds and corresponding detail information from the City or the Registrar/Paying Agent, on the payable date in accordance with their respective holdings shown on DTC's records. Payments by Participants to Beneficial Owners will be governed by standing instructions and customary practices, as is the case with securities held for the accounts of customers in bearer form or registered in "street name," and will be the responsibility of such Participant and not of DTC, Registrar/Paying Agent, or the City, subject to any statutory or regulatory requirements as may be in effect from time to time. Payment of principal, premium, if any, and interest payments to Cede & Co. (or such other nominee as may be requested by an authorized representative of DTC) is the responsibility of the City or the Registrar/Paying Agent, disbursement of such payments to Direct Participants shall be the responsibility of DTC, and disbursement of such payments to the Beneficial Owners shall be the responsibility of Direct and Indirect Participants.

DTC may discontinue providing its services as depository with respect to the 2020 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, 2020 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, 2020 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 2020 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 2020 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 2020 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 2020 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 2020 BONDS; (V) ANY CONSENT GIVEN OR OTHER ACTION TAKEN BY DTC AS THE OWNER OF THE 2020 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 2020 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 2020 Bonds, together with an assignment duly executed by DTC, the City will execute and deliver to the successor depository, the 2020 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 2020 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 2020 Bonds by mailing an appropriate notice to DTC, on receipt by the City of the 2020 Bonds together with an assignment duly executed by DTC, the City will execute, authenticate and deliver to the Direct Participants the 2020 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.

Registration, Transfers and Exchanges

2020 Bonds Held in Book-Entry Form

So long as the 2020 Bonds are in book-entry form and are registered in the name of Cede & Co., as the nominee of DTC, the 2020 Bonds may be registered, transferred and exchanged as set forth under “Book-Entry System” herein.

2020 Bonds Not Held in Book-Entry Form

Each 2020 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 2020 Bond, the Registrar/Paying Agent shall cause to be issued in the name of the transferee a new fully registered 2020 Bond, of the same aggregate principal amount, interest rate, series and maturity as the surrendered 2020 Bond. Any registered owner requesting a transfer shall pay any tax or other governmental charge required to be paid with respect thereto. Any 2020 Bond surrendered in exchange for a new registered 2020 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 2020 Bond not held in book-entry form shall be registered as the absolute owner of such 2020 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 2020 Bond with respect thereto.

In the event any 2020 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 2020 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 2020 Bond; provided that, in the case of any mutilated 2020 Bond, such 2020 Bond shall be surrendered to the Registrar/Paying Agent, and in the case of any lost, stolen or destroyed 2020 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 2020 Bond shall have matured, instead of issuing a duplicate 2020 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 2020 Bond with their reasonable fees and expenses in connection therewith.

SECURITY FOR THE 2020 BONDS

Pledged Revenues

The 2020 Bonds are payable solely from and are secured equally and ratably with the 2019 Bonds, the 2018 Bonds, the 2016A Bonds, the 2016B Bonds, the 2013 Bonds, the 2012 Bonds, the 2011A Bonds, the 2009 Bonds, and all bonds hereafter issued on a parity therewith (with respect to the pledge of and lien on the Net Revenues) under the Ordinance (“Additional Bonds”) by a pledge of and lien on Net Revenues (defined herein) of the System.

The term “Net Revenues” means the Revenues of the System after deducting Expenses of Operating and Maintaining the System (defined herein). The term “Revenues” means all fees, tolls, rates, rentals and all other charges to be levied and collected in connection with and all other income and receipts of whatever kind or

character derived by the City from the operation of the System or arising from the System, excluding the receipts, income, revenues, fees and other charges derived from the operation of Special Facilities (as defined in Appendix C). The term “Expenses of Operating and Maintaining the System” means the costs and expenses of operating and maintaining the System in good repair and working order including wages, salaries, costs of materials and supplies, costs of routine repairs, renewals, replacements or alterations occurring in the normal course of business, the reasonable fees and charges of any paying agents and registrars of any Bonds issued pursuant to the Ordinance or any supplemental ordinance, the costs of any audit required by the Ordinance and the premium for all insurance required with respect to the System. Such term does not include any allowance for depreciation or renewals or replacements of capital assets of the System and amounts deemed to be payments in lieu of taxes or other equity transfers. Pursuant to the Eleventh Supplemental Ordinance, the City made certain amendments to the General Ordinance (“Amendments”), including modifications to exclude certain non-cash expenses as contemplated under the Governmental Accounting Standards Board (“GASB”) Statement No. 68 relating to Accounting and Financial Reporting for Pensions (An Amendment to GASB Statement No. 27) from the definition of “Expenses of Operating and Maintaining the System,” which are further described in Appendix C hereto. The Amendments became effective on issuance of the 2019 Bonds and the effect of the exclusion of the noted items from the definition of “Expenses of Operating and Maintaining the System” caused a corresponding increase in Net Revenues.

The term “2009 Bonds” used herein means the outstanding principal amount of \$[] of the City’s \$81,860,000 original principal amount Waterworks and Sewer System Revenue Bonds, Series 2009. The term “2011A Bonds” used herein, means the outstanding principal amount of \$[] of the City’s \$100,000 original principal amount Waterworks and Sewer System Revenue Bonds, Series 2011A. The term “2012 Bonds” used herein means the outstanding principal amount of \$[] of the City’s \$58,055,000 original principal amount Waterworks and Sewer System Refunding Revenue Bonds, Series 2012. The term “2013 Bonds” used herein means the outstanding principal amount of \$[] of the City’s \$75,305,000 original principal amount Waterworks and Sewer System Revenue Bonds, Series 2013. The term “2016A Bonds” used herein means the outstanding principal amount of \$[] of the City’s \$63,325,000 original principal amount Waterworks and Sewer System Revenue Bonds, Series 2016A. The term “2016B Bonds” used herein means the outstanding principal amount of \$[] of the City’s \$146,710,000 original principal amount Waterworks and Sewer System Revenue Bonds, Series 2016B. The term “2018 Bonds” used herein means the outstanding principal amount of \$[] 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 amount of \$[] of the City’s \$131,085,000 Waterworks and Sewer System Revenue Bonds, Series 2019A, \$[] of the City’s \$143,855,000 original principal amount Waterworks and Sewer System Refunding Revenue Bonds, Taxable Series 2019B, and \$[] of the City’s \$6,875,000 original principal amount Waterworks and Sewer System Refunding Revenue Bonds, Series 2019C.

Limited Obligations

THE 2020 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 2020 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 2020 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 2020 BONDS.

Rate Covenant

The City has covenanted in the Ordinance to operate the System in an efficient and economical manner and establish, levy, maintain, revise and collect such fees, rates and other charges for the use of the services and facilities furnished by the System as may be necessary or proper, which fees, rates and other charges, together with other Revenues and other available moneys, will at all times be sufficient after making due and reasonable allowance for contingencies and for a margin of error in estimates, to provide in each July 1 through June 30 fiscal year of the City, an amount equal to:

- (a) 100 percent of the amounts required to pay Expenses of Operating and Maintaining the System for the then current fiscal year;
- (b) 110 percent of the amounts required to be deposited into each Debt Service Fund (as defined in Appendix C), for the Bonds for the then current fiscal year;
- (c) 100 percent of the amounts required to be deposited to each Debt Service Reserve Fund (as defined herein), if any, for the Bonds for the then current fiscal year;
- (d) 100 percent of the amounts required to provide for payment of any Junior Bonds (as defined herein) in the then current fiscal year; and
- (e) any amounts necessary to comply in all respects with the terms of the Ordinance or any other contract or agreement with the holder of a Bond.

Disposition of Revenues and Funds Established by the Ordinance

The following are the additional funds and accounts created and established by the Ordinance:

- (a) Debt Service Fund to be held by the City, including an Interest Account and Principal Account (as such terms are defined in Appendix C);
- (b) Debt Service Reserve Fund, if any, to be held by the City; and
- (c) Contingent Fund and Depreciation Fund, each to be held by the City subject to the provisions of the Ordinance described in Appendix C hereto under the heading “SUMMARY OF ORDINANCE – Creation and Flow of Funds” and “– Funds Created Under General Bond Ordinance.”

The Revenues of the System shall be applied at the times, in the amounts and for the purposes as provided or permitted by the Ordinance, and in the following order of priority:

First, for the payment of Expenses of Operating and Maintaining the System;

Second, into the respective Debt Service Funds, the amounts required by the Ordinance or any supplemental ordinance; and

Third, into the respective Debt Service Reserve Funds, if any, the amounts required by the Ordinance or any supplemental ordinance.

If, after applying Revenues of the System as set forth above, there are Revenues remaining, such Revenues shall then be used, first, for the payment of Junior Bonds or to meet any other obligations of the City which are or which shall become charges, liens or encumbrances on the Revenues of the System, junior and subordinate to the lien on the Net Revenues securing the Bonds (including, but not limited to, termination payments under the Series 2009 Swap 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 Contingency Fund as required by the Ordinance to provide adequate funds for improvements to the System, 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 2020 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 2020 Bonds subject to certain conditions set forth in the Ordinance, including, in the case of Additional Bonds issued other than for the purpose of refunding outstanding Bonds, the requirement that there shall be delivered a report, which report is not required to be based on the latest audit of the City, from 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 shall have been revised and such revised rates and charges shall have gone into effect prior to the delivery of the Additional Bonds proposed to be issued, the additional amount of Net Revenues which would have been realized during the Test Period if such rates and charges had been in effect during such Test Period as determined by a Consulting Engineer or an Accountant; and
- (b) in case an existing sewer system, existing water system or any other public utility system is to be acquired and combined or made a part of the System from the proceeds of the Additional Bonds proposed to be issued, the additional amount of Net Revenues which would have been realized during the Test Period if such existing system or systems to be acquired had been a part of the System during such Test Period (which computation of the additional amount of Net Revenues shall be based on the method of computing Net Revenues under the Ordinance and approved by a Consulting Engineer or an Accountant).

Without complying with the foregoing debt service coverage provisions, Additional Bonds may be issued for the purpose of refunding (including by purchase) bonds provided that the Debt Service on all Bonds to be outstanding after the issuance of the proposed series of refunding bonds shall not be greater than would have been the Debt Service on all Bonds not then refunded and the Bonds to be refunded. See “APPENDIX C – Summary of Certain Provisions of the Ordinance” under the heading “SUMMARY OF ORDINANCE – Additional Bonds – *Parity Obligations*.” The term “Debt Service” means, with respect to each series of Bonds and any particular fiscal year, the aggregate of the amounts to be paid or set aside (or estimated to be required to be paid or set aside) in the applicable Debt Service Fund in such fiscal year for the payment of the principal of, redemption premium, if any, and interest (to the extent not capitalized) on such series of Bonds 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 2020 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 2020 Bonds (“Junior Bonds”), in such amount as it may from time to time determine. The pledge of Net Revenues shall at all times be and remain subordinate and inferior in all respects to the pledge of Net Revenues securing the 2020 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 2020 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

2020 Bonds

The proceeds of the sale of the 2020 Bonds are expected to be used substantially as follows.

<i>Estimated Sources of Funds</i>	<u>2020 Bonds</u>
Principal Amount of 2020 Bonds	\$[Par]
Plus: Original Issue Premium	[]
TOTAL SOURCES OF FUNDS	\$[]
 <i>Estimated Uses of Funds</i>	
Deposit to Refunding Trust Funds	\$[]
2020 Projects	\$[]
Capitalized Interest	[]
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

2020 Bonds

The proceeds of the 2020 Bonds will be deposited into the Construction Fund of 2020 [and the capitalized interest account of the Series Debt Service Fund for the 2020 Bonds] established pursuant to the Supplemental Ordinance. Moneys on deposit in the Construction Fund of 2020 will be used, as needed, to finance the costs of the 2020 Projects, including without limitation payment of engineering, legal and all other expenses incidental to the 2020 Projects and issuance costs of the 2020 Bonds. [Moneys on deposit in the capitalized interest account will be used to pay interest coming due on the 2020 Bonds, if any.]

The 2020 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) [], (b) [] (c) [], (d) [], (e) [], (f) [], (g) [] 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 [], and scheduled to be substantially completed by or before [].

Plan of Refunding

[To follow]

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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, 2016 (“Fiscal Year 2015”), through June 30, 2020 (“Fiscal Year 2020”). This summary should be read in conjunction with (a) the audited financial statements of the City for the applicable fiscal years, and (b) the information set forth under “Management’s Discussion and Analysis” herein. Included as Appendix A to this Official Statement is a portion of the Comprehensive Annual Financial Report of the City for Fiscal Year 2020. Copies of the City’s Comprehensive Annual Financial Reports for prior fiscal years are available on the City’s website at <http://www.columbiasc.net/financial-reporting/cafrs>, which is not intended to be an active hyperlink and is not incorporated by reference herein. The City’s independent public accounting firm did not review this Official Statement, nor did it perform any procedures related to any of the information contained in this Official Statement.

	<u>2016</u>	<u>2017</u>	<u>2018</u>	<u>2019</u>	<u>2020</u>
Operating Revenues					
Charges for Services	\$130,888,121	\$136,932,319	\$137,049,776	\$147,624,943	
Other Operating Revenue	<u>844,119</u>	<u>13,961</u>	<u>11,683</u>	<u>-</u>	
Total Operating Revenues	\$131,732,240	\$136,946,280	\$137,061,459	\$147,624,943	
Operating Expenses					
Personnel Services	\$33,933,804	\$35,687,995	\$38,488,347	\$37,925,589	
Materials and Supplies	10,001,315	11,022,382	13,050,073	10,932,937	
Other Services and Charges	19,253,250	23,716,505	24,657,719	37,234,408	
Federal and State Grant Expenses ^(a)	10,157,882	5,897,731	2,207,866	-	
Heat, Light and Power	7,096,222	7,082,144	6,388,825	5,789,471	
Depreciation	35,411,576	37,303,595	39,532,110	41,786,221	
Claims and Premiums	<u>50,000</u>	<u>-</u>	<u>750,000</u>	<u>41,000</u>	
Total Operating Expenses	\$115,904,049	\$120,710,352	\$125,074,940	\$133,709,626	
Operating Income	\$15,828,191	\$16,235,928	\$11,986,519	\$13,915,317	
Non-Operating Revenues/ (Expenses)					
Investment Income (Loss)	\$2,223,742	\$1,054,117	\$1,696,590	\$7,381,337	
Other Non-Operating Revenue	167,281	251,881	318,286	288,206	
Federal and State Grant Revenue ^(b)	6,227,736	5,880,676	-	70,628	
Gain (Loss) from Sale of Assets	376,629	8,165	(218,977)	79,916	
Interest Expense	(13,374,365)	(9,691,698)	(14,297,611)	^(e) (22,961,387)	
Amortization of Bond Costs-Deferred Charges ^(c)	<u>(814,758)</u>	<u>(3,335,691)</u>	<u>(2,449,638)</u>	<u>(1,394,160)</u>	
Total Non-Operating Revenues/(Expenses)	\$(5,193,735)	\$(5,832,550)	\$(14,951,350)	\$(16,535,460)	
Income (Loss) Before Contributions and Transfers	\$10,634,456	\$10,403,378	\$(2,964,831)	\$(2,620,143)	
Capital Contributions and Transfers					
Transfers In	\$1,450	-	-	-	
Transfers Out	(8,668,163)	(6,069,520)	(6,818,649)	(7,181,315)	
Capital Grants	-	250,000	-	-	
Development Contributions	<u>16,054,517</u>	<u>9,909,405</u>	<u>5,817,810</u>	<u>5,785,610</u>	
Total Capital Contributions and Transfers	\$7,387,804	\$4,089,885	\$(1,000,839)	\$(1,395,705)	
Change in Net Position	\$18,022,260	\$14,493,263	\$(3,965,670)	\$(4,015,848)	
Net Position – Beginning	<u>517,076,506</u>	<u>535,098,766</u>	<u>549,592,037</u>	^(f) 505,562,157	
Net Position – Ending	<u>\$535,098,766</u>	<u>\$549,592,029</u>	<u>\$545,626,367</u>	<u>\$501,546,309</u>	

(a) This line item includes expenditures primarily related to the Rain Event, as more particularly described under “THE CITY AND THE SYSTEM – Impact of Weather Event” herein.

(b) Represents amounts received by the City from federal and state sources for reimbursement of expenses primarily related to the Rain Event.

(c) The “Amortization of Bond Costs-Deferred Charges,” represents a combination of two CAFR line items: “Bond Related Costs,” and “Amortization of Deferred

Charges.” The separation of the two items in the CAFR reflects that, pursuant to GASB Statement No. 65, bond issuance costs are no longer amortized.

(e) The increase in Interest Expense from Fiscal Year 2018 to June 30, 2019 (“Fiscal Year 2019”) is primarily a result of the City’s implementation of GASB Statement No. 89 which requires that interest cost incurred before the end of a construction period be recognized as an expense.

(f) The net position-beginning was restated from \$545,626,367 to \$505,562,157 as a result of the City’s discovery that prior year FEMA grant revenues were overstated and OPEB (as defined herein) liability and related expense were not properly allocated. The City corrected the overstatement and the allocation by decreasing beginning fund balance by \$4,265,179 and \$35,799,031, respectively.

Note: Totals may not sum due to rounding.

Management’s Discussion and Analysis

The System’s financial condition remains strong. Debt coverage levels exceed required levels, Operating Revenues remain strong, and management has continued its program of aggressive upgrades to System infrastructure. The City’s main initiatives within the past five fiscal years have been “Clean Water 2020,” which includes continued repairs and upgrades to the sewer system to prevent sanitary sewer outflows in compliance with the Consent Decree (as defined herein), and customer-service driven initiatives comprised primarily of the implementation of an automated meter reading system which will continue through 2022.

The City experienced combined increases in water sales and sewer services which drove the increase in Charges for Services for the fiscal year ended June 30, 2017 (“Fiscal Year 2017”) over June 30, 2016 (“Fiscal Year 2016”).

In the most recent fiscal years, although the City has increased its number of customers, water sales have largely remained flat due to increasing water efficiency and conservation and above-average precipitation. However, the City still experienced overall growth in Charges for Services for Fiscal Year 2018 and Fiscal Year 2019 due to the City increasing combined water and sewer rates 4.75%, and 9.76% respectively, for those fiscal years. Following recommendations from its rate consultant, City Council adopted a rate increase of 7.06% for Fiscal Year 2020, which went into effect on July 1, 2019.

The notable increase in Depreciation for Fiscal Year 2016 and for Fiscal Year 2017 is due in large part to the City’s placing in service additions to the Metropolitan Wastewater Treatment Plant (“Metro WWTP”), which also resulted in a Loss from Sale of Assets in Fiscal Year 2015 due to the obsolescence and removal of certain equipment that had been in operation at the Metro WWTP.

In Fiscal Year 2016 through and including Fiscal Year 2019, the City experienced increases in Other Services and Charges, largely due to expenditures for professional services relating to assessments of the System infrastructure, which among other things, are being undertaken for purposes of complying with the Consent Decree and preliminary design plans for future System improvements which are not immediately undertaken.

The City has also incurred additional operating expenses during several fiscal years due to expenditures related to an unprecedented rain event involving 20-24 inches of rainfall occurring over a four-day period in October 2015 (“Rain Event”), as more particularly described under “THE CITY AND THE SYSTEM – Impact of Weather Event” herein. The Fiscal Year 2016 Rain Event related expenses were offset by \$6,227,736 in Federal Emergency Management Agency (“FEMA”) grant revenues received by the City during the same reporting period. For Fiscal Year 2017 and Fiscal Year 2019, Rain Event related expenses were offset by \$5,880,676 and \$[], respectively, in FEMA grant revenues received during the same reporting periods. The City did not receive any FEMA grant revenues in Fiscal Year 2018 to offset the Rain Event related expenses incurred during the same reporting period.

The City’s interest earnings substantially increased in Fiscal Year 2019 as a result of favorable market conditions and redeploying the City’s investments following an analysis of the performance of its investments and bank accounts.

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 2016 through Fiscal Year 2020.

<u>Fiscal Year</u>	<u>Revenues</u>	<u>Expenses of Operating and Maintaining the System</u>	<u>Net Revenues</u>	<u>Debt Service Requirements</u>	<u>Debt Service Coverage</u>
2016 ^{1,2}	140,727,628	80,492,473	60,235,155	28,883,461	2.09x
2017 ^{1,2}	144,141,119	83,406,757	60,734,362	29,374,715	2.07x
2018 ^{1,2}	138,857,358	85,542,830	53,314,528	32,086,099	1.66x
2019 ^{1,2}	154,655,607	91,923,405	62,732,202	35,400,916	1.80x
2020					

¹ As described above under “SECURITY FOR THE 2020 BONDS-Pledged Revenues,” the City made certain amendments to the General Ordinance, which took effect upon issuance of the 2019 Bonds and the refunding of all or a significant portion of the Refunded Bonds. Had the aforementioned amendments been effective for Fiscal Year 2016, Fiscal Year 2017, Fiscal Year 2018 and Fiscal Year 2019, Expenses of Operating and Maintaining the System in these years would have been reduced (and Net Revenues increased) by \$229,915, \$1,492,115, \$1,673,026 and \$1,825,601, respectively, and the corresponding debt service coverage of the System would have been 2.09x, 2.12x, 1.71x and 1.86x, respectively.

² Revenues in Fiscal Year 2016, Fiscal Year 2017 and Fiscal Year 2019 include amounts received from federal and state sources primarily for reimbursement of Rain Event related expenses. Expenses of Operating and Maintaining the System for Fiscal Year 2016, Fiscal Year 2017, Fiscal Year 2018 and Fiscal Year 2019 include expenses related primarily to the Rain Event. See “FINANCIAL FACTORS – Five-Year Summary” herein.

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Projected Debt Service Requirements of the System

The following table sets forth the aggregate debt service requirements of the System after giving effect to the issuance of the 2020 Bonds. Such aggregate debt service includes debt service on the 2009 Bonds, the 2011A Bonds, the 2012 Bonds, the 2013 Bonds, the 2016A Bonds, the 2016B Bonds, the 2018 Bonds, the 2019 Bonds, and the 2020 Bonds.

Fiscal Year	Existing Debt Service [†]	2020 Bonds		
		Principal	Interest	Total
	\$	—	\$	\$

Note: Totals may not sum due to rounding.

†Debt service for the 2009 Bonds has been calculated assuming a fixed interest rate of []% per annum, which is the rate payable by the City under the Series 2009 Swap, plus all annual unaudited costs associated with the replacement credit facility scheduled to expire in [].

Projected Debt Service Coverage of the System

Debt service coverage as projected and prepared by the City for Fiscal Year 2021 through the fiscal year ending June 30, 2025, is as set forth below.

<u>Fiscal</u> <u>Year</u>	<u>Net Revenues</u> [†]	<u>Existing</u> <u>Debt Service</u> <u>Requirements</u>	<u>2020 Bonds'</u> <u>Debt Service</u>	<u>Total</u> <u>Debt Service</u> <u>Requirements</u>	<u>Coverage</u>
2021					x
2022					x
2023					x
2024					x
2025					X

[†] Net revenues for Fiscal Year 2021 have been calculated utilizing the System's most recent rate study which reflects (i) a [] rate increase adopted by City Council and made effective on July 1, 2020, (ii) assumed []% growth in customer accounts between Fiscal Year 2020 and Fiscal Year 2021, and (iii) assumed []% increase in operating expenses between Fiscal Year 2020 and Fiscal Year 2021. No additional changes in revenues or expenses are assumed for the fiscal years ending June 30, 2022 through 2025.

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 may be approved by City Council. No assurance can be given that the projections set forth above will be realized.

Debt Structure

2009 Bonds

Pursuant to the General Ordinance, the Fifth Supplemental Ordinance enacted by the City Council on September 19, 2007, and the Seventh Supplemental Ordinance enacted by the City Council on August 19, 2009, the City issued the 2009 Bonds in the original principal amount of \$81,860,000 to defray the costs of improvements to the System. The 2009 Bonds are currently outstanding in the principal amount of \$81,860,000.

2011A Bonds

Pursuant to the General Ordinance and the Eighth Supplemental Ordinance enacted by the City Council on September 20, 2011, the City issued the 2011A Bonds in the original principal amount of \$100,000,000 to defray the costs of improvements to the System. The 2011A Bonds are currently outstanding in the principal amount of \$[].

2012 Bonds

Pursuant to the General Ordinance and the Ninth Supplemental Ordinance enacted by the City Council on February 21, 2012, the City issued the 2012 Bonds in the original principal amount of \$58,055,000 to advance refund a prior bond issue. The 2012 Bonds are currently outstanding in the principal amount of \$[].

2013 Bonds

Pursuant to the General Ordinance and the Tenth Supplemental Ordinance enacted by the City Council on September 13, 2013, the City issued the 2013 Bonds in the original principal amount \$75,305,000 to defray the costs of improvements to the System. The 2013 Bonds are currently outstanding in the principal amount of \$[].

2016A Bonds

Pursuant to the General Ordinance and the Eleventh Supplemental Ordinance enacted by the City Council on September 6, 2016 (“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 \$[.].

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 \$[.].

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 \$[.].

2019 Bonds

Pursuant to the General Ordinance and the Twelfth Supplemental Ordinance enacted by the City Council on September 17, 2019, the City issued the 2019 Bonds in the original principal amount \$281,815,000 to defray the costs of improvements to the System and refunding certain outstanding indebtedness of the City. The 2019 Bonds are currently outstanding in the principal amount of \$[.].

Junior Lien Pledge

The City’s payment obligations under the Series 2009 Swap (defined herein), including any termination payment, if any, are secured by a pledge of Net Revenues junior and subordinate in all respects to the pledge hereof securing the Bonds. The Series 2009 Swap is secured by a pledge of Net Revenues of the System junior and subordinate in all respects to the pledge thereof securing the Bonds.

THE CITY AND THE SYSTEM

General Description

The City, located at the geographic center of the State, was formed in 1786. It is the county seat of the County and the capital of the State. In addition to being the governmental center of the State, the City is also the business, finance, education and transportation center of the State. The System provides water treatment and distribution services through its waterworks system (“Waterworks System”) to approximately 145,304 billed water accounts in the Columbia Metropolitan Statistical Area (“Columbia MSA”), including approximately 42,279 In-City customers and 103,025 Out-of-City customers. The System provides sewer treatment and collection services through its Sanitary Sewer System to approximately 62,117 billed sewer customers in the Columbia MSA, including approximately 34,105 In-City customers and 28,012 Out-of-City customers.

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 General Services Director is responsible for the operation and maintenance of the Facilities.

The present members of the City Council, their occupations, and the dates which their current terms end are as follows:

<u>Name</u>	<u>Occupation</u>	<u>Term Ends</u>
Stephen K. Benjamin, Mayor	Attorney	December 31, 2021
Will Brennan	Business Owner	December 31, 2023
Sam Davis [†]	Chief Executive Officer	December 31, 2021
Tameika Isaac Devine,	Attorney	December 31, 2021
Howard E. Duvall, Jr.	Retired	December 31, 2023
Edward H. McDowell, Jr., Mayor Pro Tem	Retired	December 31, 2023
Daniel J. Rickenmann	Business Consultant	December 31, 2021

[†] Councilman Sam Davis is the Chief Executive Officer of BEKOTU and Associates, Inc.

Teresa B. Wilson has served as City Manager since January 2013. Ms. Wilson has served as the City's Director of Governmental Affairs and Assistant City Manager for Community Programs, Economic Development and Government Services. Ms. Wilson graduated from the University of South Carolina's Honors College and the University of South Carolina School of Law. Prior to joining the City, Ms. Wilson served as Government and Community Relations Coordinator for the University of South Carolina's Office of the President, and also served as a liaison for the University of South Carolina and the City of Columbia, as well as a number of community organizations.

Jeffery M. Palen has served as the Assistant City Manager for Finance and Economic Services and Chief Financial Officer since January 2013. Prior to his current position, Mr. Palen served as the City's Treasurer beginning in November 2008, and as hospital chief financial officer with Health Management Associates from 2005 to 2008. Mr. Palen graduated with a Bachelor of Science in Business and a Master's Degree in Business Administration from the University of South Carolina. Mr. Palen has held various positions in both the private and public sectors, including serving as the Deputy Treasurer and the Deputy Auditor for Lexington County.

Janice L. Alonso has served as the Finance Director of the City since July 2013. She has been employed with the City since December 2008, first as the Accounting Manager and, in August 2010, as the Deputy Finance Director. Ms. Alonso has held various positions in both private and public sectors, including Deputy Treasurer for Lexington County and Assistant Controller for Thermo Scientific. Ms. Alonso graduated from the University of South Carolina with a Bachelor of Science in Business. Ms. Alonso is also a Certified Government Finance Officer in South Carolina.

The System operates under the name "Columbia Water," and is administered by the City through the City Manager. Under the City Manager's direction, the financial operations of the System are administered by the Assistant City Manager for Finance and Economic Services. The Utilities Department operates the System's two water treatment plants, water storage and pumping stations, and the wastewater plant and sewer lift stations,

and maintains all water distribution and treatment sewer collection mains. A total of approximately 500 persons are employed in managerial, clerical, maintenance and other capacities relating to the System.

The Assistant City Manager of Columbia Water is Clint Shealy, P.E., who has served in this capacity since July 2017. Mr. Shealy is a licensed Water Treatment Plant Operator and Professional Engineer. Prior to being named Assistant City Manager of Columbia Water, Mr. Shealy served as the City's Director of Utilities and Water Works Superintendent. Prior to coming to Columbia Water, Mr. Shealy worked for the South Carolina Department of Health and Environmental Control and engineering firms BP Barber & Associates, Inc. and Black and Veatch Corporation. Mr. Shealy is a registered Professional Engineer in the State. He earned his Bachelor of Science degree in Engineering from Clemson University.

Initial recommendations for expansion or renovation of the System are made by the Assistant City Manager of Columbia Water. The recommendations are then reviewed by the City Manager and submitted to the City Council for review and approval as part of the budget process. Increases in rates for the System must be reviewed and adopted by the City Council prior to going into effect.

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.

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 and other legal risks, which could cause the City to incur material costs related to such legal claims or proceedings.

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 an extreme weather event within the past five fiscal years. As a result of the impact of the extreme weather event, 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 "Impact of Weather Event" herein. 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.

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 (“Commission”) for the purpose of providing water and sewer services on an integrated, county-wide basis, but it is the City’s understanding that neither the Commission nor Lexington County 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 74% of the revenues of the Waterworks System and 54% 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 2020 by total revenue. [table to be updated]

<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>
State of South Carolina [†]	523	6,907,205	\$2,904,068	\$3,509,076	\$6,413,144
IBP Columbia Cooked	1	1,215,712	642,397	1,082,668	1,725,065
Town of Winnsboro	1	1,775,299	938,391	0	938,391
Fort Jackson	10	5,901,898	886,531	1,565	888,095
McEntire Produce Inc.	4	227,909	137,137	629,960	767,096
Prisma Health Richland	28	895,560	321,640	401,495	723,135
Shaw Industries Group Inc.	2	1,278,353	680,489	0	680,489
WJBD Veterans Hospital	3	681,782	220,974	345,933	566,907
Riverbanks Zoo	4	501,726	160,463	298,400	458,863
Richland County Finance	<u>5</u>	<u>293,745</u>	<u>173,272</u>	<u>261,420</u>	<u>434,692</u>
TOTAL	581	19,679,190	\$7,065,363	\$6,530,517	\$13,595,879

[†]Aggregate customer (accounts grouped by name)

Impact of Weather Event [to be updated]

Beginning Thursday, October 1, 2015, and continuing into Monday, October 5, 2015, the City experienced an unprecedented rain event involving 20-24 inches of rainfall (“Rain Event”). During the early morning hours of Sunday, October 4, significant flooding occurred throughout the City. Published reports indicate that approximately 400 homes and 60 businesses in the City were damaged and approximately 100 roads were closed, blocked, or impassable because of the flooding. Multiple sewer and water lines ruptured or broke. The City experienced a 60-foot wide breach in the Columbia Canal, which the City uses to provide water for one of the City’s water treatment facilities. President Obama issued a disaster declaration for the State pursuant to which federal disaster aid was made available to the State to supplement State, County, and local recovery efforts in the City and several other affected by the severe storms and flooding.

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, which the City expects to cost approximately \$20,000,000 to complete. The City has addressed 176 of these projects and the remaining 13 are underway with an expected completion in December of 2019. The City has expended \$17,587,316 from cash on hand on the non-Columbia Canal related repair projects.

The City estimates that the cost of repairs and mitigation to the Columbia Canal could be up to \$150,000,000. Such repairs are presently anticipated to include restoration 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.

Without regard to 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. The City and FEMA reached an agreement with FEMA on approximately \$42 million in damages to the Columbia Canal. The City is seeking separate federal funding sources for repair projects not covered under FEMA’s scope. [The City has received approximately \$9,053,703 in reimbursements for Rain Event repairs and other requests for reimbursement are under review by FEMA. The City will continue to submit requests for reimbursements to FEMA as moneys are expended and repairs completed. The City cannot guarantee whether all costs will qualify for FEMA reimbursement or whether the State will provide any reimbursement.]

Waterworks System

General

The sources of raw water for the Waterworks System are the Broad River, via the Columbia Canal (which has an average flow of 3,000 cubic feet per second) and Lake Murray. The City has purchased rights to raw water under contracts with South Carolina Electric & Gas Company, n/k/a Dominion Energy South Carolina, Inc. (“Dominion South Carolina”), which owns these water rights. The contract, with respect to water from Lake Murray, is for a term that is coterminous with Dominion South Carolina’s license to operate its Saluda Hydro Station and provides for up to 100 million gallons per day (“MGD”). The City owns the Columbia Hydro Station and the Columbia Canal.

The water treatment plant located on the Columbia Canal (“Canal Plant”) has a total raw water pumping capacity of 125 MGD with a sustained capacity of 85 MGD. The Canal Plant was originally constructed in 1906 and expanded in 1916, 1942, 1954, 1958, 1968 and 2006. The Canal Plant has a rated capacity for treatment of raw water of 84 MGD. The Canal Plant is currently producing an average flow of approximately 34 MGD with a maximum demand of 60 MGD. The total finished water pumping capacity was expanded to 84 MGD in 2013. The Canal Plant generally serves the area south of Interstate 20 and east of the Broad River. A major building

renovation and filter upgrade was completed in 1998. Raw water and high service pumping improvements were completed in 2013.

The water treatment plant on Lake Murray (“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 high service (finished water) pumping capacity from 40 MGD to 105 MGD and water treatment capacity from 30 MGD to 75 MGD. The Lake Murray Plant generally serves the area north of Interstate 20. The average treatment and pumping rate at the Lake Murray Plant is 31 MGD.

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 20 years.

Approximately 2,300 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 8.7% 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

<u>Fiscal Year Ended</u>			
<u>June 30</u>	<u>In-City</u>	<u>Out-of-City</u>	<u>Total</u>
2011	40,164	95,302	135,466
2012	40,549	96,517	137,066
2013	41,249	97,355	138,604
2014	40,896	99,113	140,009
2015	40,530	99,506	140,036
2016	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			

Special Contracts [to be updated]

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, a 15% rate increase, which is effective through June 2020, went into effect for water service provided to Fort Jackson. The rates provided under the February 2011 contract 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 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 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.

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>
2011	32,501	36,698	69,199
2012	33,136	37,182	70,318
2013 [†]	33,185	26,515	59,700
2014	33,182	27,057	60,239
2015	32,704	26,972	59,676
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			

[†]Reflects reduction of sewer customers arising from the City's sale of a portion of its Sanitary Sewer System (including approximately 13,000 or 16% of its then-existing sewer accounts) to a private utility ("Utility") in March 2013. At the time of such sale, it was intended that these customers would continue to be served by the City at predetermined rates until the Utility completed construction of necessary infrastructure allowing connections to its treatment plant. The Utility completed construction of the aforementioned infrastructure in fall 2017, and such customers are no longer served by the Sanitary Sewer System.

Special Contracts [to be updated]

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 current agreement with Fort Jackson was entered into in 1987 and does not have a termination date.

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, 2019.

Federal and State Requirements

The Sanitary Sewer System currently holds the necessary permits and approvals from DHEC to operate its sewage collection and treatment system. Except as described in the EPA and DHEC Actions section below, the Sanitary Sewer System currently meets all material federal and State requirements in regard to a sewage collection and treatment system. See "Environmental Matters – General."

Water and Sewer Rates and Fees

General

The rates charged by the City for water and sewer service are not subject to approval by any federal or State regulatory body. The City's rates, as adopted effective July 1, 2019, 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 \$60.28 and for an Out-of-City user is \$102.63. 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"	\$ 8.12	\$ 13.81
1"	13.56	23.05
1 ½"	20.31	34.53
2"	32.49	55.24
3"	65.00	110.49
4"	101.55	172.63
6"	203.35	345.69
8"	324.96	552.43
10"	645.21	1,096.85

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	\$ 2.91	\$ 4.96	\$ 2.77	\$ 4.71	\$ 4.96	\$ 8.43
Next 90,000	2.77	4.71	2.62	4.45	4.71	8.02
Over 100,000	2.62	4.45	2.45	4.18	4.45	7.58

Base Sewer Charges

Monthly Sewer Service Charges

<u>Meter Size</u>	<u>In-City</u>	<u>Out-of-City</u>
5/8"	\$8.12	\$13.81
1"	8.12	13.81
1 ½"	8.13	13.81
2"	13.00	22.09
3"	25.99	44.18
4"	40.62	69.04
6"	81.24	138.11
8"	129.99	220.97
10"	203.10	345.27

Sewer Service Rates

(per 100 cubic feet of water used)

<u>In-City</u>	<u>Out-of-City</u>
\$4.22	\$7.18

Maximum sewer service rates on single-family residences during the months of April through October are based on a use of 1,400 cubic feet of water and during the months of November through March are based on actual usage. Sewer rates for apartment buildings and trailer parks are the base rate per dwelling unit plus the rate per 100 cubic feet reflected by water consumption. Sewer rates for hotels, motels, dormitories and rooming houses are one-half of the base rate of a single-family residence per room plus a base fee on meter connection size plus the rate per 100 cubic feet reflected by water consumption.

Comparison of Water Rates in the Columbia MSA

Currently, there are six providers of water in the Columbia area, including the City: Joint Municipal Water & Sewer, Carolina Water Service, Midlands Utilities, West Columbia and the City of Cayce. The chart below compares current average monthly water bills for each of the three largest providers of water service.

<u>Municipality</u>	<u>Average Monthly Water Bill[†]</u>	
	(In-City)	(Out-of-City)
City of Columbia	\$19.31	\$32.85
City of West Columbia	18.00	38.00
City of Cayce	27.24	54.48

[†]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 \$[] in revenues for the System in Fiscal Year 2020.

Sewer Plant Expansion Fees

The City began charging new customers of the Sanitary Sewer System a sewer plant expansion fee on October 1, 1987. The fee is intended to provide an additional source of moneys for upgrading and expansion of the Metro WWTP. The current sewer plant expansion fee is \$2,640 per new or expanding capacity customer. Sanitary Sewer System plant expansion fees generated a total of \$[] in revenues in Fiscal Year 2019.

Water and Sewer Billing and Collection Policies

Subject to any restrictions put in place during the COVID-19 pandemic, new or transferring account fees are charged to customers (new and existing) who request service. Bills are mailed to customers on a periodic basis throughout the month and are payable on receipt. Customers receiving both water and sewer services receive combined bills for these services. Water or sewer service accounts that are two months or more in arrears are terminated for non-payment. Advance notice of 10 days is given prior to such termination action. Customers must pay a \$40 fee to have services reconnected.

Capital Expenditures

The City has expanded and improved the System with proceeds of revenue bonds and Revenues of the System. During Fiscal Year 2016 through Fiscal Year 2020, the City expended approximately \$[] for System expansion and improvement, including approximately \$[] expended in Fiscal Year 2019. 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 2015 through Fiscal Year 2019.

<u>Fiscal Year Ended June 30</u>	<u>Capital Improvements Undertaken</u>		
	<u>Capital Improvements Financed with Bond</u>	<u>Capital Improvements Financed with System Revenues</u>	<u>Total Capital Improvements</u>
	<u>Proceeds</u>		
2016	24,869,006	53,959,345	78,828,351
2017	48,724,832	46,075,039	94,799,871
2018	21,376,918	16,397,602	37,774,520
2019	73,584,430	5,520,004	79,104,434
2020			
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 fiscal year commencing July 1, 2020 through fiscal year ending June 30, 2025, and anticipates capital expenditures of approximately \$[120,000,000] per year for each of the next five years for total expenditures of approximately \$[600,000,000]. 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 [14]% of the annual capital expenditures for the Capital Improvements Program are anticipated to be funded from System Revenues (including capital payments from the West Columbia) and State and Federal grants, but may increase to as much as [30]% in the future.

The five-year Capital Improvements Program is reviewed and updated annually to address the needs of the System. The City is in the process of revising the Capital Improvements Program, and will continue to evaluate and revise it if necessary, to ensure all requirements of the Consent Decree are met within the timeframes established thereby, while complying with the rate covenant set forth in the General Ordinance.

Environmental Matters

General

Operation of the System is subject to regulation by certain federal, State and local authorities. Federal and State standards and procedures that currently regulate and control operation of the System may change from time to time as a result of continuing legislative, regulatory and judicial action. Therefore, there is no assurance that the facilities comprising the System currently in operation, under construction or contemplated will always remain subject to the regulations currently in effect, or will always be in compliance with future regulations.

An inability to comply with various governmental regulations and standards could result in reduced operating levels or complete shutdown of such facilities not in compliance. Furthermore, compliance with such governmental regulations and standards may substantially increase capital and operating costs.

Permits and Ordinances

The System is in substantial compliance with current regulatory requirements of the United States Environmental Protection Agency ("EPA") and DHEC, and the requirements and conditions of all permits required to operate the System are in order. The City currently has the following permits in effect:

<u>Permit</u>	<u>Effective Date</u>	<u>Expiration Date</u>	<u>Description</u>
DHEC Wastewater NPDES Permit #SC0020940 ("NPDES Permit")	June 1, 2018	May 31, 2023	Authorization to discharge treated effluent in accordance with the National Pollutant Discharge Elimination System ("NPDES") into the Congaree River continues in effect until a renewal

<u>Permit</u>	<u>Effective Date</u>	<u>Expiration Date</u>	<u>Description</u>
			decision is made
Public Water System Operating Permit System #401001		No Expiration Date	Authorization to operate a water treatment plant
S.C. Water Resources Commission, Interbasin Transfer Permit 1013-IB	August 29, 2008	August 29, 2028	Authorization to transfer water between river basins in South Carolina for its potable water treatment plant(s)

The City has had a Wastewater Services Ordinance in place since March 19, 1974. Subsequent revisions to this ordinance 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. Eight categorical and 4 significant non-categorical industries are currently regulated under this program.

The City is also authorized to discharge stormwater from the Metro WWTP under NPDES General Permit for the Storm Water Discharges Associated with Industrial Activities (Except Construction) issued by DHEC on September 1, 2016.

EPA and DHEC Actions

On September 9, 2013, after a lengthy period of negotiations among the City, the EPA, the U.S. Department of Justice (“DOJ”) and DHEC, the EPA, the DOJ and DHEC lodged a Consent Decree (“Consent Decree”) with the U.S. District Court for the District of South Carolina (“District Court”), in which the City agreed to settle allegations by the EPA, the DOJ and DHEC regarding the numerous alleged violations by the City of the Clean Water Act (“CWA”), including the frequent occurrence of sanitary sewer overflows from the Sanitary Sewer System over a specified time period (“CWA Violations”). Additionally, the EPA identified alleged effluent limit violations of the NPDES Permit and violations of NPDES Permit requirements related to the City’s implementation of the approved industrial pretreatment program (“NPDES Violations,” and, together with the CWA Violations, “Violations”). Based on comments received during the public comment period on the terms of the Consent Decree, the parties agreed to certain revisions to the Supplemental Environmental Project (“SEP”) required under the Consent Decree. On May 21, 2014, the District Court entered an order approving the Consent Decree.

The terms of the Consent Decree require the City to (i) evaluate the Sanitary Sewer System and, based on that evaluation, implement capital improvements to the Sanitary Sewer System’s infrastructure, and (ii) implement a \$1,000,000 SEP aimed at restoring and reducing flooding along segments of Rocky Branch and Gills Creek. The City anticipates total expenditures of approximately \$750,000,000 will be required over a period of approximately 10 years in order to meet the requirements of the Consent Decree. The City’s five-year Capital Improvements Program has been revised and will continue to be revised (if necessary) to enable the City to meet all of its obligations under the Consent Decree within the prescribed timeframes. In addition, the City was required to pay a civil penalty in the amount of \$476,400 to resolve the alleged CWA Violations.

On October 6, 2015, the City notified the DOJ, the EPA and DHEC of a force majeure event, namely the Rain Event. On October 13, 2015, the City submitted a written report concerning 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.

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 and undertake the capital improvements required by the Consent Decree. The City does not expect its compliance with the Consent Decree to have a materially adverse impact on the financial condition of the System or the City.

On May 2, 2018, DHEC reissued the NPDES Permit, effective June 1, 2018, with an expiration date of May 31, 2023.

Retirement and Health Insurance

Retirement Plan

The South Carolina Retirement Systems (“Systems”), as administered by the South Carolina Public Employees Benefit Authority (“Authority”), maintains five independent cost sharing, multi-employer defined benefit plans. The City is a participating employer in the Systems and, generally, the City’s employees are covered by the Systems’ South Carolina Retirement System (“SCRS”) or the Police Officers Retirement System (“PORS”) plans, unless the employee has elected to participate in the Optional Retirement Program (“ORP”).

The SCRS plan offers retirement and other benefits, including disability, survivor and death benefits, to eligible state employees. Both employees and employers are required to contribute to the SCRS a percentage of the participating employee’s earnable compensation at a rate set by State law. The PORS plan offers retirement and other benefits for police officers employed by the City. Like the SCRS, both employees and employers are required to contribute to the PORS a percentage of the participating employee’s earnable compensation at a rate set by State law.

For Fiscal Year 2020, 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 Comprehensive Annual Financial Report for the Systems (“Report”). A copy of the Report for Fiscal Year ended June 30, 2020, may be found at [\[\]](#) Information for the Systems is also included in the Comprehensive Annual Financial Report for the State (“**State Report**”). A copy of the State Report may be found at [\[\]](#)

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:

<u>Fiscal Year</u>	<u>SCRS</u>		<u>PORS</u>	
	<u>Employer Contribution</u>	<u>Employee Contribution</u>	<u>Employer Contribution</u>	<u>Employee Contribution</u>
2019-2020	15.56%	9.00%	18.24%	9.75%
2020-2021	16.56	9.00	19.24	9.75
2021-2022	17.56	9.00	20.24	9.75
2022-2027	18.56	9.00	21.24	9.75

Following fiscal year ending June 30, 2027, the Board of Directors of the Authority (“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>
2019-2020	28 years
2020-2021	27 years
2021-2022	26 years
2022-2023	25 years
2023-2024	24 years
2024-2025	23 years
2025-2026	22 years
2026-2027	21 years
2027 and after	20 years

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 2020, 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.

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, 2020, the most recent measurement date, the estimated total unfunded 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.

COVID-19

The United States, including the State of South Carolina, is currently in the midst of a global pandemic caused by a novel coronavirus and resulting disease known as COVID-19 (“COVID-19”). The pandemic led to a declaration of emergency by the Governor of South Carolina on March 13, 2020, followed by the issuance of more stringent orders by the Governor through the rest of March and most of April 2020 including, but not limited to, a stay-at-home order and the closure of (1) public schools and colleges through the remainder of the school year, (2) dining establishments (except for take-out services), (3) non-essential businesses and (4) public access to recreational sites. Beginning in late April 2020, the Governor issued a series of orders gradually easing most of those restrictions, including lifting the stay-at-home order, and allowing for most retail, dining, and non-essential businesses, including those requiring close contact such as salons and gyms, to reopen with some limitations. However, as of the date of delivery of this Official Statement, the State [remains under a state of emergency, as most recently extended by declaration of the Governor on September 24, 2020, to facilitate continued response, testing and other measures to address the COVID-19 pandemic].

The COVID-19 pandemic has altered and is continuing to alter the behavior of businesses, government and people in a manner that is having detrimental effects on global and local economies, including the City’s economy. In addition, global financial markets have experienced significant volatility attributed to concerns over COVID-19. The impact of the pandemic on the City, the System, its operations, and the local, regional, national and international economies cannot be predicted due to the dynamic nature of the outbreak, including uncertainties relating to its duration and severity, as well as what actions may be taken by governmental authorities, businesses and institutions to attempt to contain or mitigate its impact.

The Governor of South Carolina ordered the suspension of water and wastewater cut-offs for the duration of the state of emergency. The monthly average accounts receivable has risen because of the suspension of cut-offs. While that number is temporarily rising, the fees will be collected as shut-offs resume.

As a result of the COVID-19 pandemic, the City has incurred costs [Discussion of COVID related costs].

INTEREST RATE SWAPS AND OTHER OBLIGATIONS

In September 2007, the City entered into an ISDA Master Agreement and an accompanying schedule (collectively, “Master Agreement”) with JPMorgan Chase Bank, N.A. (in such capacity, “Counterparty”), to establish the general terms under which various interest rate swap and other derivative transactions may be entered between such parties.

The Series 2009 Swap

On September 20, 2007, and pursuant to the written confirmation to the Master Agreement dated such date between the City and the Counterparty, the City entered into a “fixed payor” interest rate swap agreement with the Counterparty (“Series 2009 Swap”) to enable the City to synthetically hedge a portion of its variable rate interest exposure relative to the 2009 Bonds during the term of the Series 2009 Swap. The Series 2009 Swap obligates the City to pay the Counterparty a fixed rate, based on a notional amount equal to the initial par amount of the 2009 Bonds, as reduced based on mandatory sinking fund redemptions scheduled therefor. The goal of the Series 2009 Swap is to reduce the City’s variable rate exposure under the 2009 Bonds and convert much of its variable rate exposure during the term of the Series 2009 Swap to a hedged fixed rate (subject to applicable basis risks associated with the actual correlation of such variable rate index with the actual variable rate of such Bonds). The Series 2009 Swap will expire in accordance with its terms (unless earlier terminated) on February 1, 2038, which is a date coterminous with the final maturity date of the 2009 Bonds.

Under certain circumstances, some of which may be beyond the control of the City, the Series 2009 Swap is subject to termination prior to the scheduled termination date, including on the occurrence of certain events of default. Such events of default include without limitation (i) failure to pay or deliver any payment required to be made under the Master Agreement, (ii) breach of Master Agreement, (iii) credit support default, (iv) misrepresentation, (v) default under a specified derivative transaction, (vi) cross default, (vii) bankruptcy and (viii) merger of party or any guarantor of such party without assumption of such party’s obligations by the resulting entity.

In addition to the foregoing, the Counterparty has the right, but is not required, to terminate the Series 2009 Swap in the event that the rating of the long-term unsecured debt (without credit or structural enhancement) of the City is withdrawn, suspended for more than 30 days or reduced below “BBB” by S&P Global Ratings (“S&P”) or “Baa2” by Moody’s. Correspondingly, the City has the right, but is not required, to terminate the Series 2009 Swap in the event that the rating of the long-term unsecured debt (without credit or structural enhancement) of the Counterparty is withdrawn, suspended for more than 30 days or reduced below “BBB” by S&P or “Baa2” by Moody’s.

In the event of an early termination of the Series 2009 Swap, the City may owe a termination payment to the Counterparty or, conversely, the Counterparty may owe a termination payment to the City. Such a termination payment generally would be based on the market value of the Series 2009 Swap on the date of termination. For example, if the Series 2009 Swap was terminated, the City’s termination payment (including accrued interest) to the Counterparty, based on mid-market rates not derived from the solicitation of actionable bids from any broker-dealers, as of November 1, 2019, would have been approximately \$32,196,705.69. Any such amount that may be owed in the future by the City with respect to the Series 2009 Swap may be substantial, and could adversely affect the City’s ability to pay debt service on the Bonds. Such termination payments are secured by a pledge of Net Revenues junior and subordinate to the pledge of Net Revenues securing the Bonds and all parity debt.

In addition, a partial termination of the Series 2009 Swap could occur to the extent that any Bonds are redeemed pursuant to an optional redemption. If such an optional redemption occurs, a termination payment related to the portion of the Series 2009 Swap terminated may be owed to either the City or the Counterparty, depending on market conditions at that time. Moreover, the Series 2009 Swap can be terminated on mutual agreement of the Counterparty and the City. There is no guarantee the Series 2009 Swap will be outstanding for its stated term.

The payment obligations of the City under the Series 2009 Swap will not alter or affect the obligation of the City to pay or make payments with respect to the principal of, redemption price of and interest on the 2009 Bonds. The Counterparty has no obligation to make payments directly to the holders of the 2009 Bonds. The holders of the 2009 Bonds have no contractual or other rights or claims against the Counterparty for payment of the 2009 Bonds. The Series 2009 Swap does not provide a source of security or other credit for the 2009 Bonds.

Additional Derivative Agreements

In addition to the Series 2009 Swap, the City may in the future enter into one or more additional interest rate swap or other derivative transactions, whether pursuant to the Master Agreement or otherwise and whether with the Counterparty or one or more other swap counterparties, to the extent not prohibited by the Ordinance. The extent or effect of any such additional transactions cannot be known as of the date of this Official Statement.

ENFORCEABILITY OF REMEDIES

The remedies available to the owners of the 2020 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 2020 Bonds may not be readily available or may be limited. The various legal opinions to be delivered concurrently with the delivery of the 2020 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 2020 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 2020 Bonds or, in any way contesting or affecting the validity of the 2020 Bonds, the General Ordinance or the Supplemental Ordinance, the power to collect, pay or receive the moneys with which to pay the 2020 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 2020 Bonds are subject to the approval of the legality of issuance thereof by Burr & Forman LLP d/b/a Burr Forman McNair (“Burr Forman McNair”), 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 2020 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 McNair have represented one or more of the Underwriters as counsel in financing transactions unrelated to the sale of the 2020 Bonds. Neither the City nor any of the Underwriters 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 2020 Bonds.

TAX EXEMPTION AND OTHER TAX MATTERS

Federal Tax Matters Related to 2020 Bonds

Generally. In the opinion of Burr Forman McNair, to be delivered on the date of issuance of the 2020 Bonds (the “Tax Exempt Bonds”), under existing laws, regulations, rulings and judicial decisions and assuming the City’s continued compliance with certain covenants described below, interest on the Tax Exempt Bonds is excludable from gross income of the recipients thereof for federal income tax purposes.

The Internal Revenue Code of 1986, as amended (“Code”), including the Treasury Regulations promulgated thereunder, includes provisions that relate to tax-exempt obligations, such as the Tax Exempt Bonds, including, among other things, permitted uses and investment of the proceeds of the Tax Exempt 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 Tax Exempt 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 Tax Exempt Bonds from gross income for federal tax purposes. Failure of the City to comply with the covenant could cause the interest on the Tax Exempt Bonds to be taxable retroactively to the date of issuance.

The Code imposes an alternative minimum tax on an individual taxpayer’s alternative minimum taxable income. Interest on the Tax Exempt Bonds is not an item of tax preference for purposes of the alternative minimum tax.

Although Burr Forman McNair is of the opinion that interest on the Tax Exempt Bonds is excludable from gross income for federal income tax purposes, the accrual or receipt of interest on the Tax Exempt 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 Tax Exempt Bonds should be aware that ownership of the Tax Exempt 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 Tax Exempt Bonds. Burr Forman McNair will not express any opinion as to such collateral tax consequences. Prospective purchasers of the Tax Exempt Bonds should consult their tax advisors as to collateral federal income tax consequences.

Burr Forman McNair has not undertaken to determine (or to inform any person) whether any action taken (or not taken) or event occurring (or not occurring) after the issuance date of the Tax Exempt Bonds may affect the tax status of interest on the Tax Exempt Bonds. In rendering its opinion, Burr Forman McNair will rely on certificates and representations of the City with respect to certain material facts solely within the City’s knowledge relating to the investment and use of the proceeds of the Tax Exempt Bonds and compliance by the City with certain covenants.

Current and future legislative proposals, if enacted into law, clarification of the Code or court decisions may cause interest on the Tax Exempt 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 Tax Exempt Bonds and could also affect, perhaps significantly, the market price for, or marketability of, the Tax Exempt Bonds. Prospective purchasers of the Tax Exempt 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 McNair expresses no opinion.

Original Issue Premium. The Tax Exempt Bonds have been sold at initial public offering prices which are greater than the amount payable at maturity (“Premium Bonds”). An amount equal to the excess of the purchase price of the Premium Bonds over their stated redemption prices at maturity constitutes premium on such Premium Bonds. A purchaser of a Premium Bond must amortize any premium over such Premium Bond’s term using constant yield principles, based on the purchaser’s yield to maturity. As premium is amortized, the purchaser’s basis in such Premium Bond is reduced by a corresponding amount, resulting in an increase in the gain (or decrease in the loss) to be recognized for federal income tax purposes upon a sale or disposition of such Premium Bond prior to its maturity. Even though the purchaser’s basis is reduced, no federal income tax deduction is allowed.

Purchasers of any Tax Exempt 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 Tax Exempt Bonds.

Information Reporting and Backup Withholding. As a result of the enactment of the Tax Increase Prevention and Reconciliation Act of 2005, interest on federally tax-exempt obligations such as the Tax Exempt 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 Tax Exempt 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 Tax Exempt Bonds from gross income for federal income tax purposes or any other federal tax consequence of purchasing, holding or selling federally tax-exempt obligations.

State Tax Law Matters

Burr Forman McNair is of the opinion that under present laws of the State, interest on the 2020 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 2020 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 2020 Bonds. As such, it has participated in the preparation of and review of the various financing documents related to the 2020 Bonds. The Financial Advisor will be paid from the proceeds of the 2020 Bonds.

CONTINUING DISCLOSURE

To the extent required by Rule 15c2-12 promulgated by the U.S. Securities and Exchange Commission (the “Rule”), the City, through a written agreement or contract for the benefit of registered owners and the Beneficial Owners of the 2020 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 [] 1 after the end of each of the City’s fiscal years, commencing with the report for the Fiscal Year 2019 (“Annual Report”). The form of that written agreement, the Disclosure Dissemination Agent Agreement (“Continuing Disclosure Agreement”), entered into by the City with Digital Assurance Certification, L.L.C. (“DAC”) in connection with the issuance of the 2020 Bonds (“DDAA”), is attached as Appendix E. The Annual Report will be filed on behalf of the City by DAC, as dissemination agent, with the Municipal Securities Rulemaking Board (“MSRB”). The notices of any events enumerated in

section (b)(5)(i)(C) of the Rule will be filed on behalf of the City by DAC with the MSRB. The specific nature of the information to be contained in the Annual Report and the notices of enumerated events is set forth in the DDAA, the form of which is attached as Appendix E. These covenants have been made in order to assist the original purchasers of the 2020 Bonds in complying with the Rule.

As provided in the Continuing Disclosure Agreement, if the City fails to comply with any provision of the Continuing Disclosure Agreement, any registered owner or “Holder” of the Bonds may take such actions as may be necessary and appropriate, including seeking injunctive relief or specific performance by court order, to cause the City to comply with its continuing disclosure obligations under the Continuing Disclosure Agreement. “Beneficial Owner” is defined in the Continuing Disclosure Agreement to mean any person which (a) has the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any 2020 Bonds (including persons holding 2020 Bonds through nominees, depositories or other intermediaries), or (b) is treated as the owner of any 2020 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 2015, the City timely filed its annual report on January 22, 2016. For Fiscal Year 2016, the City timely filed its annual report on January 25, 2017. For Fiscal Year 2017, the City timely filed its annual report on January 26, 2018. 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.

In recent years there have been numerous rating actions reported by Moody’s Investors Service (“Moody’s”) and S&P Global Ratings (“S&P”) affecting several municipal bond insurance companies, some of which had insured or insure certain of the City’s bonds. Due to widespread knowledge of these rating actions, material event notices have not previously been filed by the City in each instance. The City filed notice on July 11, 2016, of S&P’s change of Assured Guaranty Corp’s rating from AA- to AA in March 2014.

The City’s policy when it learns of incomplete or late filings is to take remedial action and provide this information immediately. In addition, the City has taken and is continuing to take certain steps to help identify and report events which may trigger continuing disclosure obligations pursuant to the Rule, including but not limited to, (1) increased education (including periodic training) and awareness by the City’s finance staff of the importance of the Rule and continuing disclosure requirements provided thereby; (2) adoption of written policies and procedures related to continuing disclosure and the assignment by the City of its most senior finance staff member with responsibility for continuing disclosure; and (3) the City’s review of potential market changes that might relate to the City’s continuing disclosure requirements and engagement of advisors to help alert the City and its disclosure dissemination agent, DAC, to the same.

The City may modify from time to time, consistent with the Rule, the information provided to the extent necessary or appropriate in the judgment of the City, but: (1) any such modification may only be made in connection with a change in circumstances that arises from a change in legal requirements, change in law or change in the identity, nature or status of the City; (2) the information to be provided, as modified, would have complied with the requirements of the Rule as of the date of this Official Statement, after taking into account any amendments or interpretations of the Rule, as well as any changes in circumstances; and (3) any such modification does not materially impair the interest of the Holders or the beneficial owners, as determined by the nationally recognized bond counsel or by the approving vote of the Holders of a majority in principal amount of the 2020 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 2020 Bonds.

So long as required, pursuant to Section 11-1-85, Code of Laws of South Carolina 1976, as amended, the City shall file with a South Carolina-based, central repository, if any, for availability in the secondary bond

market, an annual independent audit within 30 days of its receipt and event specific information within 30 days of an event adversely affecting more than 5% of revenues of the City or the City's tax base. At present, there is no South Carolina-based, central repository.

MUNICIPALITIES CONTINUING DISCLOSURE COOPERATION INITIATIVE

In March 2014, the SEC announced the Municipalities Continuing Disclosure Cooperation Initiative ("MCDC"), pursuant to which municipal bond underwriters, issuers, and obligated persons were permitted to self-report possible violations involving materially inaccurate statements or omissions relating to prior compliance with the continuing disclosure obligations specified in the Rule. The SEC further announced that, to the extent an issuer meets the requirements of MCDC and the enforcement division of the SEC (the "Division") decided to recommend enforcement action against the issuer, the Division would recommend that the SEC accept a settlement from the issuer on favorable settlement terms, including the issuer's undertakings to establish appropriate policies, procedures and training regarding continuing disclosure obligations, comply with existing continuing disclosure undertakings, including updating past delinquent filings, disclose the settlement in future offering documents and cooperate with any subsequent investigations by the Division.

In April 2016, the City executed and submitted to the SEC an Offer of Settlement under MCDC, in which the City neither admitted nor denied the findings but agreed to cease and desist from future violations and proposed settlement terms consistent with those originally announced by the SEC in March 2014. By order dated August 24, 2016 (SEC Release No. 33-10143) ("Order"), a copy of which may be obtained from the SEC's website, the SEC accepted the City's Offer of Settlement and ordered the City to cease and desist from committing or causing any future violations of Section 17(a)(2) of the 1933 Act and comply with the following undertakings, which undertakings are consistent with those originally announced by the SEC in March 2014:

(1) within 180 days of the date of the Order, the City will establish appropriate written policies and procedures and periodic training regarding continuing disclosure obligations to comply with the federal securities laws, including the designation of an individual or officer at the City responsible for ensuring the City's compliance with such policies and procedures and responsible for implementing and maintaining a record (including attendance) of such training;

(2) within 180 days of the date of the Order, the City will comply with existing continuing disclosure undertakings, including updating past delinquent filings;

(3) the City will disclose in a clear and conspicuous fashion the terms of the settlement described in the Order in any final official statement for an offering by the City within five years of the date of the Order;

(4) the City will certify, in writing, compliance with the undertakings set forth above, including certification no later than the one-year anniversary of the date of the Order and certifications made from time to time upon reasonable requests by the SEC staff for further evidence of compliance; and

(5) the City will cooperate with any subsequent investigation by the Division regarding the false statements and/or material omissions that were the subject of the Order, including the roles of individuals and/or other parties involved.

Consistent with the original announcement of MCDC by the SEC, the City is not subject to any civil or criminal penalty or fine arising from MCDC or the violations that were the subject of the Order. The City has been and remains fully committed to cooperating with the SEC's efforts to ensure continuing disclosure in an appropriate and timely manner in connection with its publicly traded bond issues.

RATINGS

Moody's and S&P have assigned the 2020 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, 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 2020 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 2020 Bonds.

UNDERWRITING

[PNC Capital Markets, LLC ("PNC") and Raymond James & Associates, Inc. ("Raymond James"), are acting as co-senior managing underwriters for the 2020 Bonds. Siebert Williams Shank & Co., LLC, serves as co-manager on the 2020 Bonds.]

[PNC and PNC Bank, National Association are both wholly owned subsidiaries of PNC Financial Services Group, Inc. PNC is not a bank, but is a distinct legal entity from PNC Bank, National Association. PNC Bank, National Association has banking and financial relationships with the City.]

The 2020 Bonds are being purchased for reoffering by the Underwriters. The Underwriters have agreed, subject to certain conditions, to purchase the 2020 Bonds at a purchase price of \$[] (representing the par amount of the 2020 Bonds less an underwriter's discount of \$[], plus aggregate original issue premium of \$[]).

The Underwriters may offer and sell the 2020 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 2020 Bonds and the determinations of the City Council relating thereto are qualified in their entirety by reference to the definitive forms of the 2020 Bonds and the Ordinance and to such determinations. All such summaries, explanations and references are further qualified in their entirety by reference to the exercise of sovereign police powers of the State and the constitutional powers of the United States of America, and to valid bankruptcy, insolvency, reorganization, moratorium and other laws for the relief of debtors.

Certain of the information set forth in the Official Statement and in the appendices hereto has been obtained from sources other than the City that are believed to be reliable but is not guaranteed as to accuracy or completeness.

The agreement between the City and the holders of the 2020 Bonds is fully set forth in the Ordinance and neither any advertisement for the 2020 Bonds nor this Official Statement is to be construed as constituting an agreement with the holders of the 2020 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 2020 Bonds has been duly authorized by the City.

CITY OF COLUMBIA, SOUTH CAROLINA

/s/Stephen K. Benjamin

Stephen K. Benjamin, Mayor

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APPENDIX A
PORTION OF COMPREHENSIVE ANNUAL FINANCIAL REPORT
OF THE CITY FOR FISCAL YEAR ENDED JUNE 30, 2020

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APPENDIX B**SELECTED INFORMATION REGARDING THE CITY,
LEXINGTON COUNTY, RICHLAND COUNTY AND THE COLUMBIA MSA**

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Population

The population of the City, Lexington County, Richland County and the Columbia Metropolitan Statistical Area ("Columbia MSA") for the preceding three decades and an estimate as of July 1, 2019, 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>
1990	103,477	167,611	285,720	453,932
2000	116,278	216,014	320,677	647,158
2010	129,272	262,391	384,504	767,598
2019 [†]	131,674	298,750	415,759	838,433

Source: U.S. Department of Commerce, Bureau of the Census.

[†]As of July 1, 2019.

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>Year</u>	<u>Lexington County</u>	<u>Richland County</u>	<u>State</u>
2014	\$40,433	40,189	37,622
2015	42,807	42,007	39,496
2016	43,666	42,473	40,404
2017	45,533	44,250	42,081
2018	46,513	45,529	43,702

Source: U.S. Bureau of Economic Analysis

Median Family Income

Median family income statistics are available only as combined figures for the Columbia MSA made up of Lexington, Richland, Calhoun, Fairfield, and Saluda counties. The median family income for the Columbia MSA for the last five fiscal years, for which information is available, and estimates for 2018, 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</u>	<u>Columbia MSA</u>	<u>State</u>	<u>United States</u>
<u>June 30</u>			
2015	64,700	55,500	65,800
2016	64,100	56,100	65,700
2017	67,000	58,300	68,000
2018	69,900	62,500	71,900
2019			

Source: U.S. Department of Housing and Urban Development, Office of Policy Development and Research

Unemployment Rate

The average unemployment rates in the City, Lexington County, Richland County, the State and the United States for each of the last five calendar years, for which information is available, are set forth in the following table:

<u>Year</u>	<u>City</u>	<u>Lexington County</u>	<u>Richland County</u>	<u>State</u>	<u>United States</u>
2015	6.5%	4.8%	5.7%	6.0%	5.3%
2016	5.5	4.1	4.9	5.0	4.9
2017	4.7	3.6	4.3	4.3	4.4
2018	3.9	2.9	3.4	3.4	3.9
2019	2.7	2.3	2.9	2.8	3.7

Source: U.S. Department of Labor, 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 County</u>	<u>Richland County</u>	<u>State</u>	<u>United States</u>
September 2019	1.9	1.6%	2.0%	2.0%	3.3%
October 2019	2.2	2.0	2.3	2.4	3.3
November 2019	2.1	1.8	2.2	2.3	3.3
December 2019	2.2	1.9	2.2	2.4	3.4
January 2020	2.7	2.3	2.8	3.0	4.0
February 2020	2.8	2.5	2.9	3.1	3.8
March 2020	2.8	2.4	2.8	3.0	4.5
April 2020	8.5	7.6	9.0	12.2	14.4
May 2020	9.3	8.1	10.1	12.0	13.0
June 2020	7.8	6.5	8.7	8.9	11.2
July 2020	7.8	6.3	8.7	8.9	10.5
August 2020	5.9 ^(P)	4.7	6.8	6.6	8.5

^(P) Preliminary

Source: S.C. Department of Employment & Workforce

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 Ended June 30</u>	<u>Lexington County</u>	<u>Richland County</u>	<u>City</u>
2015	\$12,277,626,168	\$10,616,492,430	\$4,781,690,279
2016	15,315,151,929	11,299,456,248	5,272,281,860
2017	15,107,007,657	11,419,480,075	5,262,679,780
2018	14,646,693,608	11,483,661,054	5,441,133,931
2019	14,590,044,748	11,838,516,781	

Source: South Carolina Department of Revenue

Construction Activity

The growth of the City is reflected in the following table showing the number of new commercial and residential units constructed in the City and the approximate cost of those units in the last five fiscal years for which information is available:

Fiscal Year Ended <u>June 30</u>	<u>Commercial</u>		<u>Residential</u>	
	Number of <u>Units</u>	Estimated <u>Commercial Costs</u>	Number of <u>Units</u>	Estimated <u>Residential Costs</u>
2015	32	\$ 96,485,135	629	\$118,450,921
2016	34	78,078,051	179	31,824,601
2017	31	107,273,675	316	67,337,325
2018				
2019				

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 (“**USC**”).

University of South Carolina

The University of South Carolina (“**USC**”) is the State’s flagship research university. USC’s main campus is located centrally in the County and serves as an economic driver for the surrounding area through direct investments by USC and the USC Development Foundation. USC received more than \$278.6 million in sponsored research grants in Fiscal Year 2019 and has an endowment of approximately \$673.1 million.

USC, along with the USC Development Foundation, the City and the University Neighborhood Association collaborated to develop the Inn at USC, a state-of-the-art hotel with 117 rooms, including several two-room suites, three deluxe suites with fireplaces, and spacious meeting and seminar rooms. In 2019, the USC Development Foundation sold the Inn at USC building to Adventurous Journeys (AJ) Capital Partners and the Inn at USC become part of the Graduate Hotels collection, and is now known as The Graduate Columbia. The USC Development Foundation continues to own the land on which The Graduate Columbia sits and The USC Development Foundation leases the land to AJ Capital Partners. The Graduate Columbia is adjacent to and services the National Advocacy Center. Marriott purchased and renovated another hotel on USC’s Columbia campus. The Courtyard Marriott offers 16 suites, 189 rooms, and three meeting rooms with a capacity of 600.

USC’s main campus is home to the Colonial Life Arena – the largest arena in the State with 18,000 seats, and one of the largest on-campus basketball facilities in the nation. This one-of-a-kind facility features 41 luxury suites, four entertainment suites, and a full-service hospitality room with capacity for 300. Also located on USC’s main campus is the Strom Thurmond Wellness and Fitness Center and the Greek Village, which consists of 20 residential housing units, each accommodating 35 to

40 resident students. Located on a 29-acre tract along the Congaree River near downtown Columbia is the USC baseball stadium built in 2009 with a seating capacity of 8,242.

USC formed a public/private partnership with partners in business and government to build a 500-acre research campus called “Innovista” in downtown Columbia for research on hydrogen and other technologies. Innovista facilities consist of the Arnold School of Public Health and two research complexes: Horizon Center and Discovery Plaza. The Arnold School of Public Health, situated in a \$22 million, 104,860-square-foot facility, is the only school of public health in the State. Students become equipped to receive master’s and doctoral degree programs in public health, medicine, pharmacy, environment, kinesiology, physical therapy and health systems management. The exercise science program is ranked one of the top five nationally. Horizon I contains 125,000 square feet of dry lab and wet lab space, and is home to the National Science Foundation Industry/University Cooperative for Fuel Cell Research. Discovery Plaza I houses a wet lab with vivarium lab for USC biomedical scientists. The second building in each complex will be for private tenants and their research teams, working on projects related to those of the USC researchers, and each complex will have its own attached parking deck. Horizon II (Center for Applied Innovation) is a five-story, 110,000-square-foot office/dry lab building. Tenants will include private-sector firms and governmental units with collaborative USC research relationships. Innovista provides walking and bike paths tying its buildings and parking to Riverfront Park, the USC baseball stadium, and the Strom Thurmond Wellness & Fitness Center. The total investment for the first phase of construction was approximately \$140 million, with the total investment in Innovista expected to reach \$250 million at completion. Construction on the new 250,000 square-foot, \$90 million Darla Moore School of Business, also located in Innovista, was completed in time for the 2014 Fall semester classes.

The USC Development Foundation contracted with a private developer for the construction of a \$93 million student apartment complex - 650 Lincoln - consisting of 270,000 square feet of living space, two- and four-bedroom apartments with an 880-bed capacity, a five-level garage with 440 parking spaces, and an additional 16,000 square feet of retail, academic, and amenity space, including a fitness center, volleyball court, a pool, and other high-end amenities. Phase I opened in August 2015, and Phase IA, which includes a green building, opened in August 2016. As part of the project, a dining facility, parking garage and classrooms were constructed behind the Darla Moore School of Business. Construction has also been completed on a multi-phase public urban park near the Colonial Life Arena known as Foundation Square at the intersection of Lincoln and Greene Streets.

The USC Alumni Center (“**Alumni Center**”) opened in the Summer of 2015. The Alumni Center is a \$26 million, 60,000 square-foot venue for alumni engagements and to celebrate life’s milestones.

In June 2017, USC opened its new School of Law building, an \$80 million, 190,000 square-foot sustainable building located in downtown Columbia. The new School of Law anchors the State’s “legal corridor” with the South Carolina Supreme Court, South Carolina Court of Appeals, the South Carolina Statehouse, the Children’s Law Center, and the National Advocacy Center all within a two-block radius.

Having relocated the law school, USC has plans to renovate the previous law school location in a \$47 million project that will incorporate new uses into the building, including space for 21 new labs and additional classrooms.

In August 2017, University of South Carolina trustees approved a \$460 million plan to transform the south side of USC’s downtown Columbia campus into a 3,750-bed “Campus Village” student housing complex. The 18-acre site – bordered by Pickens, Heyward and Sumter streets – calls for cast-stone or

brick buildings of up to six stories, a 945-space parking garage, several courtyards, retail shops, a cafeteria and restaurants.

USC has announced preliminary plans to relocate its School of Medicine from the aging Veteran Affairs campus location down to the BullStreet District, which would be more closely adjacent to Prisma Health Richland. The \$200 million relocation and expansion would allow for a complete overhaul of the medical school on a new health sciences campus, spanning roughly 16 acres.

Empire is a new private student housing complex located a few blocks from the USC Horseshoe featuring one, two, three, four and five bedroom apartments with private parking and street-level retail. The latest entry into downtown's upscale student housing market includes two glass-covered towers 12-stories high, with a theater, fitness center and rooftop pool. It is situated along Assembly, Pendleton and Park streets, across Assembly from the State House. Construction of the \$60 million, 435,000-square-foot complex was completed in 2018.

Partners in Off-Campus Living are privately owned apartment complexes that have a close working relationship with the University of South Carolina's Off-Campus Student Services Office and cater their services directly to USC students. Several of the off-campus apartment complexes are: Greene Crossing, 21 Oaks, Pulaski Square, The Lofts at USC, Station at Five Points, The Hub on Campus, Riverside and YOUnion.

Downtown Columbia

Downtown Columbia's 1600 block of Main Street continues its transformation. Anchored by early adopters Mast General and the Nickelodeon Theater, the block now contains a yoga studio, wine parlor, event venue, vegan restaurant, boutique cigar store, specialty ice cream shop, bowling alley, indoor golf venue, and a web development company. In addition to the numerous retail establishments, restaurants, and businesses, Main Street is also home to Soda City and Famously Hot New Year's celebration. Soda City is Columbia's Main Street Farmers Market open every Saturday from 9am – 1 pm, year round. Soda City offers visitors the opportunity to shop for gifts, fresh produce, locally-sourced fresh and prepared food, and craft items. Columbia's Famously Hot New Year's Celebration is South Carolina's largest New Year's Eve event, hosted on Main Street, is a free, outdoor celebration that draws a diverse, all-ages crowd of tens of thousands of guests—from 48 states and 11 countries—to downtown Columbia.

The dual Hilton Garden Inn and Home2Suites property ("**Hilton**") opened on Gervais Street in September 2019 after completing an extensive, five-year renovation of the former Clarion Townhouse. Hilton Garden Inn has 123 rooms with comfortable amenities, while Home2Suites offers 100 studio suites with a flexible work space and fully equipped kitchen.

Sola Station at Canalside, which began leasing in 2019, is a \$58 million, mixed use development on Columbia's Riverfront that incorporates 339 multifamily units and 30,000 square feet of commercial space.

The Busby Street Community and Resource Training Center ("**Busby Street Complex**") held its grand opening in November 2018. The Busby Street Complex is comprised of two buildings, the Columbia Parks & Recreation Department's 6,968-square-foot Community Center ("**Community Center**"), which offers a large playground and walking trail directly behind the building, and the Columbia Police Department's 1,439-square-foot Office of Community Services ("**Office of Community Services**"). The Community Center houses a large multipurpose room that can be divided into three

smaller meeting spaces, state-of-the-art audiovisual equipment, three office spaces, a kitchen and a conference room. The Office of Community Services is also equipped with state-of-the-art audiovisual equipment, three office spaces and a conference room.

In November of 2018, Duck Creek unveiled the opening of their expansion into the 14th floor of 1441 Main Street. Duck Creek is a provider of core system cloud services and software to the global property and casualty insurance industry. The expansion helps provide additional space for the approximately 40 employees they have added since 2017, as well as room for new hires as they continue to grow.

In September 2018, Experience Columbia held its ribbon cutting ceremony for the brand new state-of-the-art Columbia SC Visitors Center. The 500-square-foot facility will be a resource for visitors and Columbia residents to find gift items, purchase tickets for area attractions and even embark on a walking tour.

The Commons at BullStreet is a 181-acre, planned development intending to provide a live-work-play community in the City's downtown. The first phase of development includes The First Base (office) Building opened in June 2018. The TownPark at Bullstreet, a 28 unit residential townhome community, has completely sold out of its Phase I units and has completed construction on many of the Phase 2 units, which are currently marketed for sale. The 196-unit Merrill Gardens, senior-living community opened in [2020]. There are also plans to restore the historic Babcock building into a 254,000 square foot apartment complex with one, two, and three-bedroom units. The historic Bakery at Bull Street building is home to the SOCO co-work and event space, which opened in November of 2019. The Central Energy Facility, a versatile downtown event space featuring over 8,000 square feet, is also the home of Downtown Church. Plans are being formulated to locate a new USC Health Sciences campus on The Commons at BullStreet. The Seattle-based sporting and camping equipment retailer, REI Co-op, opened its new-construction location in the BullStreet District in August of 2020. A new 2,500 square-foot freestanding Starbucks location is also planned adjacent to the new REI Co-op building, which will include outdoor patio seating and a drive through lane. Starbucks is slated to open in the Spring of 2021. Additionally, Iron Hill Brewery & Restaurant plans to open 7,500 square-foot brewery and restaurant in the BullStreet District in the summer of 2021.

In April 2018, a new boutique hotel, Hotel Trundle, opened in Columbia's Main Street district. The 41-room hotel spans three half-century-old buildings, which used to house an auto parts store, a furniture store and a paint store.

In January 2018, the Hunter-Gatherer Brewery opened in Columbia's historic Depression-era Curtiss-Wright hangar at Jim Hamilton-L.B. Owens Airport. The hangar underwent a complete renovation and re-opened as a craft brewery owned and operated by Hunter Gatherer. The brewery takes up the entire 13,000-square-foot hangar and includes a tap room, event space, an open-to-the-public brewery and an observation deck overlooking the commuter airport near Rosewood Drive. The hangar has hosted the likes of World War II hero Jimmy Doolittle and aviation legend Amelia Earhart.

In November 2017, the City announced the Azurest at Heritage Creek project, which will be located in the City's northern area. The project is a mixed-use development of commercial, residential and retail space to include single- and multi-family housing, retail and recreation to 80, currently-undeveloped, acres. The development is expected to include more than 100 homes, a senior assisted-living facility, a school, boutique shops, medical clinics, and restaurants.

Station at Five Points Apartments, a student housing complex including one, two, three, and four bedroom apartments, with numerous amenities, including electronic building access, study rooms, a 24-hour business center, community-wide high-speed Wi-Fi, media center, fire pit and grilling area, fitness center, pool, gaming room and golf simulator, opened in July 2016.

Segra Park (formerly known as Spirit Communications Park, “**Park**”) opened in April 2016. It is a state-of-the-art multi-use sports and entertainment venue situated in “The Commons at BullStreet” in Downtown Columbia. The Park, which hosted its first game in April 2016, is home to the Columbia Fireflies, an affiliated Minor League Baseball team. The Park was named the 2016 Ballpark of the Year by Ballpark Digest. The Park will anchor various projects at The Commons at BullStreet. The baseball team has approximately 550 part-time and 35 full-time employees. The Park seats approximately 8,000 fans for baseball games and 14,000 for concerts.

Columbia Marriott located on Main Street invested approximately \$12 million in renovations to its facilities. A new restaurant concept was a main focus of the renovations, which included updates to all guest rooms and suites and a broad transformation throughout the lobby, the concierge lounge, and the hotel’s 27,000-square-foot of meeting space. A 20-story office building adjoining the Columbia Marriott was, after the relocation of its primary tenant, renovated and converted in 2015, into an 850-bed apartment facility (Hub On Campus Columbia) targeted to USC students.

Vista

The City, in cooperation with the County and Lexington County, constructed a 142,500 square-foot, state-of-the-art meeting and convention center in the downtown “**Vista**” area at a cost of \$40 million. The Columbia Metropolitan Convention Center (“**Convention Center**”) is complemented by a 222-room, full service Hilton Convention Center Hotel, along with an adjacent 829-space parking garage serving the hotel, convention center and area businesses. In recent years, the possible expansion of the Convention Center has generated a great deal of interest, especially from the hospitality community and City leaders, as a way for Columbia’s downtown to continue to develop and to compete with other destinations for larger convention traffic. Possible expansion plans include the addition of approximately 100,000 square feet, including approximately 75,000 square feet of exhibition space, and the construction of additional parking facilities. Recently, a developer, citing the need for an expanded Convention Center, announced plans for the possible development of two upscale hotels, featuring approximately 450 rooms in the aggregate, approximately 25,000 square feet of meeting space, a restaurant and other amenities, as well as other restaurant, retail, office and residential components, on approximately 12 acres adjacent to the expanded Convention Center. Other major projects in the Vista area include renovation of the historic South Carolina Dispensary Warehouse for reuse as a Publix grocery store and townhouses, and the development of Canal Front Park along the Columbia Canal.

Residential projects in the Vista include Justice Square Town Homes, a 12-unit residential project. In addition, Renaissance Plaza Apartments provides live/work residential units, with 17 small storefronts and professional offices and 55 condominiums. The Canal Side development consists of 25 acres and 750 total units of single-family attached, detached and multi-family residential options, a central park area, open space adjacent to the Congaree River and Columbia Canal, and a limited amount of complementary retail and commercial space. In addition to the above, many businesses, including over 60 restaurants and bars, approximately 40 art galleries and specialty shops, hotels, banks, retail stores, and other office buildings have been or are currently under development in the Vista area.

The Vista offers various hotels and places to stay overnight, including the Courtyard Columbia Downtown at USC, the Hampton Inn Downtown Historic District, the Holiday Inn Express and Suites,

the Sheraton Columbia Downtown, the Springhill Suites Columbia Downtown, Staybridge Suites, the Hyatt Place, and Aloft.

In 2020 a new retail and restaurant development was announced for the corner of Huger and Blossom streets in the Vista. As currently designed, the new development will contain approximately six retail or restaurant spaces ranging from 2,500 to 6,000 square feet.

In August 2019 it was announced that the first 4-star hotel would open in the Vista. Hotel Anthem, a \$40 million new construction hotel will be part of the Hilton Tapestry Hotel Collection. Construction is expected to commence in 2020.

In February 2017, the new Aloft Hotel opened, bringing a new, unique boutique hotel option to the Vista. The five-story, 107 room hotel provides another contemporary and artsy offering for those looking to stay downtown providing easy walking access to most restaurants and the Convention Center. Aloft is a spinoff of the Starwood company's trendy W hotels.

In August 2016, Congaree Vista Guild announced the opening of four housing developments: The Apartments at Palmetto Compress, GreeneCrossing, ParkPlace, and 650 Lincoln, which all offer residents an urban environment convenient to the University of South Carolina, shops, restaurants, nightlife and more. These developments have added approximately 2,000 new residents to the population of Vista, and estimated to now include 5,000 residents, doubling the resident population in the Vista.

In addition to the above, many businesses, including restaurants, hotels, banks, retail stores, apartments and other office buildings, have been or are currently under development in the Vista area.

Fort Jackson

Fort Jackson ("**Fort**") was established in 1917 and designated as a permanent post of the United States Army in 1940. The Fort is the largest and most active Initial Entry Training Center in the United States Army, providing training to 54% of the Army's Basic Combat Training load and 60% of the women who enter the Army each year. While some installations have experienced downsizing and closure in past years, Fort Jackson has added several new schools and training institutions since 1995 including the Army's Drill Sergeant; Master Fitness and Master Resiliency Schools; the Soldier Support Institute and their Adjutant General, Financial Management, Non-Commissioned Officers Academy, and Inter-Service Postal Training Activity; the National Center for Credibility Assessment; and the Armed Forces Chaplaincy Center and School training Army, Air Force, and Naval Chaplains. These schools and training institutions provide advance training to over 22,000 students.

More than 3,500 active duty soldiers and their family members are assigned to the Fort. The Fort instructs more than 47,000 soldiers in basic training and advanced individual training each year. The Fort employs almost 2,600 civilians and provides services for more than 46,000 retirees and their family members. An additional 22,000 students attend courses at the Soldier Support Institute, Armed Forces Chaplaincy Center and School, National Center for Credibility Assessment and Drill Sergeant School annually.

Approximately 15,000 acres of the 52,000-acre base are licensed to the South Carolina Army National Guard, which operates the McGrady National Training Center. The McGrady National Training Center is responsible for training members of the S.C. Army National Guard and is the central training facility for Navy and Air Force Personnel assigned as Individual Augmentees.

The Fort also provides numerous support services for soldiers and their families, including the Moncrief Army

Health Clinic (“**Moncrief**”), an out-patient services clinic, providing health services on base. Moncrief provides preventative medicine, behavioral health, chiropractic, dental, immunization, laboratory, nuclear medicine, nutrition care, optometry, pharmacy, physical therapy, radiology, and other services. Moncrief offers acute care services but does not have an emergency room.

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 1,160 buildings. Recent improvements include: U.S. Army Reserve’s 81st Readiness Division, U.S. Army Drill Sergeant Academy, Family Housing, Basic Combat Training Museum, Hilton Field, Starship Barracks, Family Life Center, Master Resilience Course building and IHG Army Hotel.

Industry

In May 2019, Eastover Solar, a wholly owned subsidiary of Community Energy, an experienced utility-scale solar project developer, announced plans to construct a new solar farm in Richland County. The company is investing \$80 million in the project. Designed to generate the equivalent electricity to power approximately 18,000 homes, this new 73-megawatt solar project will be located on a 740-acre site. Expected to be complete by the first quarter of 2021, the solar farm will sell the electricity it produces to Dominion South Carolina.

JUUL Labs, Inc. announced plans in May 2019 to invest more than \$125 million in a new facility. This facility is expected to create more than 500 jobs. Located in Lexington County, operations will assemble and package JUUL products using advanced production techniques.

In January 2019, Miwon Specialty Chemical announced a \$19.5 million investment to locate new production operations in the Richland County. The opening of their 65,000 square foot facility will lead to the creation of at least 25 new jobs in the first phase, working to produce specialty chemicals used in the production of raw materials.

In December 2018, Owens Corning, a developer and producer of insulation and fiberglass solutions based in Toledo, Ohio, announced plans to acquire an existing manufacturing facility in Richland County. The company’s market-leading businesses use their deep expertise in materials, manufacturing and building science to develop products and systems that save energy and improve comfort in commercial and residential buildings. The company plans to invest approximately \$13.6 million in the project and create 16 new jobs.

In November 2018, Spirax Sarco, a manufacturer of steam components headquartered in Richland County, announced its plan to expand operations with an investment of \$6.8 million and the creation of 22 new full-time positions over a five year period. The company plans to relocate all manufacturing operations to the Northpoint facility and move all finished goods inventory to the Carolina Pines location. The company also plans to expand and upgrade their high-density silo storage system.

In November 2018, McEntire Produce, Inc. (“**McEntire**”), a fresh produce processor, repacker and wholesaler, announced it will expand its current operations in Richland County. Approximately 80% of the company’s business comes from food service companies operating in the State, North Carolina, Virginia, Tennessee, Georgia and Florida. McEntire has operated in Richland County since 1938 and plans to investment \$8 million and to create 21 new jobs.

In November 2018, JTEKT Corporation announced the expansion of its Koyo brand bearing manufacturing facility in Richland County. The company's \$50 million investment is projected to create 113 new jobs in the community over a five-year period. To date, the company has invested a total of \$160 million since 2008, and expects to invest an additional \$5 million before the end of this year, or \$165 million total. The company has created 288 new, full-time jobs in Richland County since December 2012.

Domino's, the Michigan-based pizza restaurant chain, announced in November 2018 plans to open a new 67,000 square-foot processing facility in Lexington County which is expected to come online in the second quarter of 2020 and to create 75 jobs. The facility will supply dough as well as other ingredients and supplies to its regional franchise stores.

In October 2018, Nucor Building Systems announced plans to expand its existing operations in Lexington County by adding 57,000 square feet to its existing facility. The company's \$7 million investment is projected to create approximately 60 new jobs. Nucor Building Systems has been operating in Lexington County since 1995 and manufactures metal buildings designed for its customers' unique applications.

In September 2018, DPX Technologies, a manufacturer of lab testing equipment headquartered in the Carolina Research Park, announced an expansion involving an investment of \$3.1 million and the addition of 14 new jobs in Richland County.

In August 2018, Capgemini, a global consulting and technology firm, today announced it is expanding its operations in Richland County with the opening of an advanced technology and development center. The new center is projected to create at least 200 jobs, with the potential for additional positions in the future.

In March 2018, Colite International, a world leader in full-service sign manufacturing, announced plans to invest \$2.5 million at its existing operations at 5 Technology Circle in Richland County. The investment will allow the purchase of state-of-the-art equipment to keep the company competitive in national and international markets.

In January 2018, Carolina's Rigging & Crane and Charleston's Rigging & Marine Hardware, manufacturers and suppliers of wire rope, rigging and safety solutions for a wide variety of industries, announced plans to expand operations in Charleston and Richland Counties. The company will move into an existing manufacturing complex adjacent to the Pineview Industrial Park in Richland County. This facility, complete with multiple overhead bridge cranes, large fabrication area and a crane and rigging safety training center, will help support Carolina's Rigging & Crane customers in the Midlands and throughout the Southeast. To accommodate its growth in Richland County, Carolina's Rigging & Crane will be adding 17 jobs. The joint investment of \$3.4 million is expected to create 35 new jobs.

In January 2018, Tidewater Boats ("**Tidewater**"), a designer and manufacturer of premium saltwater boats, announce plans to grow its existing Lexington County operations. In order to accommodate the production of larger models, the company is investing \$8.3 million and creating 100 new jobs. The company will be constructing a new satellite facility in Lexington County to produce its larger models. The site will allow for more modernized, streamlined production, while also freeing up space at Tidewater's original facility to expand production.

In December 2017, Nephron Pharmaceuticals Corporation, a manufacturer of sterile inhalation and 503B outsourcing medications, announced a \$12.5 million expansion to add 36,000 square feet of manufacturing space to its existing 400,000+ square foot facility in Saxe Gotha Industrial Park. The new investment is expected to create 125 new jobs. In 2011, the company announced plans to relocate its

headquarters from Florida to South Carolina. Since announcing plans to relocate their headquarters, the company has invested more than \$320 million and currently employs 640 workers.

In November 2017, The Ritedose Corporation, a pharmaceutical products manufacturer, announced plans to invest \$10 million constructing a new 140,000 square foot facility within the Enterprise Industrial Campus of Midlands Technical College. The latest expansion is in addition to plans announced in 2014 to add 80,000 square feet to their existing 120,000 square foot facility, investing \$110 million and creating 65 new jobs. The Ritedose Corporation specializes in the production of inhalation products, eye drops, ear drops and oral liquids.

In November 2017, Woodfield Systems USA, a designer and manufacturer of bulk liquid and gas handling equipment, announced plans to establish a new manufacturing center in Richland County. In connection with these plans, the company intends to invest \$1.5 million and create 50 new jobs. The company's Richland County operations will produce loading arms, metering and process skids to support the loading and unloading of bulk tanker trucks and rail cars in the refined fuel, industrial and chemical and industrial HVAC markets.

In October 2017, Prysmian Group, a world leader in the telecom cables and systems industry, announced plans to expand its Lexington County facility, investing \$15 million and creating 30 new jobs within the next five years. Once the expansion is completed, Prysmian's Lexington County facility will be the company's top producer of fiber cable in the world.

In September 2017, Charter Nex, one of North America's leading independent producers of high-performance specialty films used in flexible packaging and other critical performance applications, announced plans to invest \$85 million and create 110 new jobs in connection with its proposed 140,000-square-foot facility to be constructed in the Carolina Pines Industrial Park in Richland County.

In August 2017, Trane, a leading global provider of indoor comfort systems and services, announced plans to expand its existing operations in Richland County with a capital investment of \$96 million and the creation of 700 new jobs. Trane currently has approximately 600 employees in South Carolina. The company's existing facility will increase in size by 680,000 square feet once the expansion is completed.

Electro-Spec Inc., a manufacturer and provider of specialty plates, supporting multiple industries, announced its launch of new operations in July 2017 in Lexington County. The Company is an industry leading provider of gold, silver, nickel, copper and Tri-M3 (tri-alloy) electroplating. Electro-Spec serves the aerospace, medical, telecommunications and automotive industries. The \$3.1 million investment will create 53 new jobs in Lexington County.

In May 2017, China Hengshi Foundation Company, a fiberglass fabric provider, announced plans to occupy a 111,000-square-foot facility located in the City. The company's new operations are expected to bring \$11.1 million in capital investment and lead to the creation of 48 new jobs. Founded in 2000, China Hengshi specializes in the research, development, production and marketing of a variety of fiber-weaving products for export around the world. Primarily used in wind turbine blades, the company's products are also used, for example, in space flight, aviation, construction, transportation, and environmental protection.

In April 2017, LulaRoe, a national clothing provider, announced plans to locate a new distribution center in Richland County. The project is expected to bring approximately \$35 million of new capital investment and create at least 1,000 new jobs over the next few years.

In March 2017, a major aluminum cast plate manufacturer known throughout the world as Alimex, announced plans to establish a new facility in the midlands by bringing \$2 million in new capital investment and creating 27 new jobs. Alimex will lease a new industrial building located in the City. Founded in Germany in 1970, Alimex supplies the worldwide metal distribution, machining and processing industry with high-precision aluminum cast plates.

In June 2016, China Jushi, a global manufacturer of fiberglass products, announced the location of their first U.S. manufacturing operation in Richland County, with an expectation to produce 80,000 tons of fiberglass annually. The first phase of the project is expected to bring \$300 million in capital investment and create 400 new jobs. Once completed, the project is expected to become the largest consumer of water and sewer service from the City. China Jushi broke ground on December 8, 2016.

In June 2016, Pure Power Technologies, a leading manufacturer in the engineering and manufacturing of new and remanufactured diesel fuel injectors for OEMs and aftermarkets, announced invested \$15 million to expand their existing operation in Richland County and create approximately 79 new jobs.

In April 2016, IBM, USC and Fluor Corporation held the ribbon currently for the Center for Applied Innovation in Columbia. The Center will provide application services to both public and private sector organizations across North America with specialties in the areas of analytics and higher education industry solutions. As part of the initiative, the organizations will collaborate on tailored IT curriculums and advanced analytic techniques for personalized learning. The Center is expected to create at least 100 new jobs over the next five years.

In January 2016, Dominion Carolina Gas Transmission (“**DGTC**”) announced its plans to establish operations in Columbia. DGTC’s new facility will incorporate 120,000 square feet of office space on a nine-acre campus. This move comes on the heels of its acquisition of Carolina Gas Transmission from SCANA Corporation. DGTC is expected to invest \$10 million in its new facility and create approximately 100 additional jobs.

In November 2015, General Information Services, Inc., one of the most experienced and largest background screening providers in the nation, announced its plans to expand with a new facility in Richland County. The company is investing more than \$2.7 million in the new facility, which is expected to generate 91 new jobs over five years.

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>Number of Employees</u>
Dominion Energy	Utility	3,066
Michelin North America Inc.	Tire manufacturing	1,525
Westinghouse Electric Corp.	Nuclear fuel assemblies	1,227
Invista	Chemical products/preparation	1,000
Nephron Pharmaceuticals	Pharmaceuticals	1,000
Trane	Air conditioning	900
Square D/Schneider Electric	Industrial electrical controls	800
International Paper Co.	Wood and Paper Products	700
McEntire Produce	Fresh Produce Processor	558
The State Media Company	Newspaper Production	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	9,839
Lexington Medical Center	Healthcare	6,699
Amazon	Distribution Center	2,400
AT&T	Telecommunications	2,100
Providence Health	Healthcare	1,625
UPS	Logistics, Distribution	1,546
Verizon	Telecommunications	1,445
Palmetto GBA	Finance & Insurance	1,300
Colonial Life	Finance & Insurance	1,300
Allied Universal	Corporate Security	1,200

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	6,395
S.C. Department of Corrections	4,707
Richland County School District 1	4,265
S.C. Department of Transportation	4,245
S.C. Department of Mental Health	4,143
S.C. Department of Social Services	4,069
Lexington County School District 1	3,750
Richland County School District 2	3,654
S.C. Department of Health and Environmental Control	2,994
Lexington-Richland School District 5	2,587
City of Columbia	2,523
Richland County	1,879

Source: Central SC Alliance

Facilities and Infrastructure

Transportation

Interstate Highways 20, 26, 77 and a network of U.S. and S.C. highways traverse the Columbia MSA. Rail service is provided by Southern Railway and CSX Transportation. Passenger service is available through Amtrak. Nationwide freight service is available through approximately 50 motor freight lines regularly serving the City area. Intercity bus service is provided by Greyhound Lines, Inc.

The Columbia Metropolitan Airport (“**Airport**”), located in the unincorporated area of Lexington County, and approximately six miles southwest of the City’s central business district, is comprised of two runways, associated taxiways, an air traffic control tower, aviation fuel storage facilities, aircraft parking aprons, a passenger terminal building, air cargo buildings, general aviation hangars and terminals, support facilities for the U.S. Army Reserve, the aeronautical facilities of the South Carolina Aeronautics Commission, roads, grounds and public parking facilities; all of which are located on approximately 2,600 acres. Air operations are conducted on an 8,600-foot x 150-foot runway and an 8,000-foot x 150-foot runway. The passenger terminal features a two-level concourse for common-use gates; a central food court within easy view of all gates; expanded airline ticket counter; baggage claim area; and a covered walkway between the terminal and parking lot. A multi-level parking structure and surface parking lots provide a combined 3,505 public parking spaces. The Airport serves more than 1.2 million passengers annually and processes more than 168,000 tons of air cargo. A 108-acre parcel of the Airport property has been designated as Foreign Trade Zone 127 by U.S. Customs. The Columbia Airport Enterprise Park is a 435-acre industrial park located on the Airport complex. The FAA Southern Region Airports Division awarded the Airport the 2005 Air Carrier Airport Safety Award. The Airport has hired and maintained a competent, trained staff of Airport rescue firefighters, maintenance technicians and operations coordinators.

The passenger airlines which currently serve the Airport are: American Airlines, Delta Air Lines, and United, which provide over 60 non-stop flights to ten major airports and nine cities. The major air cargo companies serving the Airport include Delta, Mountain Air Cargo, Martinaire, Federal Express, and United Parcel Service (“**UPS**”).

The Airport is the site of UPS’ southeastern region Air/Ground Hub and Sortation Station for both its Next Day Air and Second Day Air package delivery services. Using its own funds, UPS constructed a package sortation building encompassing approximately 352,000 square feet on a 50-acre site near the Airport, which it purchased from the Airport. UPS is also leasing from the Airport a 35,000 square foot office building on a nine-acre site in CAE Park which houses the 200-person staff that reconciles and administers UPS’ system-wide COD delivery services. UPS is operating with a minimum of 20 daily jet freighter arrivals and 20 departures at the Airport.

In June 2017, the Airport completed the process of transforming five acres of Airport property to a 4,320-panel solar farm, the first solar farm at an airport in the State. The Airport dedicated \$60 million to implement environmentally friendly projects as a part of their Enhanced Construction Opportunities Program. The solar farm is located between two runways and can produce enough energy to power 225 homes. The solar farm is expected to save the Airport approximately \$250,000 a year.

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 five primary acute care hospitals. Furthermore, there are five psychiatric hospitals and approximately 100 licensed nursing homes and community residential care facilities in the Columbia MSA. Prisma Health Richland, Prisma Health Baptist, and Prisma Health Baptist Parkridge (“**Parkridge**”), Providence Hospital and Providence Hospital North East located in Columbia. Prisma Health Baptist, Prisma Health Richland and Parkridge, comprise a portion of the newly created Prisma Health system, which was formed by an affiliation between the Greenville Health System and Palmetto Health (“**Prisma Health**”). Prisma Health offers a broad range of medical services

at both Columbia campuses, such as Behavioral Health Services, The Birthplace, Chest Pain ER, Children's Hospital, Emergency and Trauma Center, Geriatric Medicine, Prisma Health Breast Center, Prisma Health Heart Hospital, Prisma Health Cancer Center, South Carolina Comprehensive Breast Center and Stork's Landing. Prisma Health offers a total of 12 medical residency programs at its two teaching hospitals, Prisma Health Richland and Prisma Health Baptist with more than 230 residents on staff.

Prisma Health Baptist, located in downtown Columbia, operates a capacity of 352 acute care beds, with approximately 2,300 employees and a medical staff of 740. Prisma Health Baptist's areas of specialty include cardiac catheterization, oncology, surgery, urology, women's services, orthopedics, and behavioral care.

Prisma Health Richland is a 641-bed regional community teaching medical center consisting of more than 4,200 employees and a medical and dental staff of approximately 900. Prisma Health Richland offers the Midland's only Pediatric Intensive Care Unit; a Level III Neonatal Intensive Care Unit; a day hospital featuring a pediatric sedation unit; STORK, the State's first neonatal transport ambulance; the Children's Center for Cancer and Blood Disorders; and the Children's Emergency Center. In addition, the Children's Hospital has an education coordinator to arrange for educational assistance to help patients keep up with their schoolwork.

Prisma Health Heart Hospital ("**Heart Hospital**"), located at the Richland campus, is a state-of-the-art cardiac care facility, which is the State's only freestanding facility dedicated entirely to the prevention, diagnosis and treatment of cardiovascular diseases. To provide an unparalleled level of individualized care for residents of the State, the hospital includes: 124 private inpatient beds; Cardiovascular Intensive Care Unit; Critical Care Unit; Cardiac Diagnosis; Cardiac Cath and Electrophysiology labs; Cardiac Rehabilitation Program; Pulmonary Rehabilitation Program; Telemetry Units; labs and diagnostic test areas; landscaped atriums; 700-car parking garage; gift shop; and specialty coffee cart. Attached to the Heart Hospital is a 100,000 square-foot medical office building which enables physicians and clinical staff to spend more time caring for the patients.

Parkridge, located in the northwest portion of the City is Prisma Health's newest full-service community hospital offering state-of-the-art inpatient, surgical, medical and emergency care. The Parkridge facility includes 76 in-patient beds, an intensive care unit, a labor and delivery unit and newborn nursery, six operating rooms, and diagnostic and treatment services, which include imaging, laboratory, pharmacy and more. Additional services are planned for Parkridge, including non-invasive cardiology, neurosurgery, orthopaedics, and outpatient rehabilitation to name a few.

The Birthplace at Prisma Health Baptist, Prisma Health Richland, Parkridge, and Prisma Health's Tuomey Hospital in Sumter, South Carolina, are the only Baby-Friendly designated hospitals in the Midlands and have all been designated as Blue Distinction® centers by BlueCross BlueShield of South Carolina. In 2018, more than 7,200 babies were delivered at The Birthplace. The Birthplace offers private birthing rooms that feature birthing beds, postpartum rooms, as well as the Nesting Place for mother and newborn. The Birthplace also offers a high-risk antenatal obstetric unit, state-of-the-art monitoring systems and a Level III Neonatal Intensive Care Unit.

Lexington Medical Center ("**LMC**") headquartered in Lexington County, is a 485-bed medical complex with five community medical and urgent care centers; an occupational health center; the largest extended care facility in the Carolinas; an Alzheimer's Care Center; and cardiovascular and oncology care affiliated with Duke Health. LMC is a percutaneous coronary intervention (PCI) hospital, Certified Primary Stroke Center and Bariatric Center of Excellence. More than 600 physicians offer care in more

than 70 medical practices. LMC employs a staff of over 6,500, making it one of the largest employers in Lexington County. LMC completed the construction of a new patient tower in March 2019. The 10-story, 545,000 square-foot patient tower added 71 inpatient beds to the hospital's main campus with the ability to accommodate more patients in the future. Six floors of the new tower will accommodate medical, critical care and surgical patients. Other features of the tower include an educational space for staff and community members, enhanced dining options, expanded Labor/Delivery and Mother/Baby units, a Level 2, 20-bed Special Care nursery, 8 additional operating rooms, an expanded surgical recovery area and a new parking garage to add more than 950 parking spaces. Recently, LMC broke ground on a new medical facility in Northeast Columbia ("**Northeast**"). Lexington Medical Center Northeast will be a 225,000 square foot facility and services offered will include urgent care, outpatient surgery, physical therapy and imaging services, and will include classroom space and a walking trail. LMC currently has ten physician practices in the Northeast that will utilize the three operating rooms for a variety surgical procedures. LMC Northeast is expected to open in 2020.

The Veterans Administration operates Wm. Jennings Bryan Dorn VA Medical Center for veterans – a 216-bed facility encompassing acute medical, surgical, psychiatric and long-term care. An affiliation is held with the USC School of Medicine, located on the hospital grounds. Additionally, there is one private psychiatric hospital, Three Rivers Behavioral Health L.L.C.; three State-owned and operated psychiatric hospitals (G. Werber Bryan Psychiatric Hospital, South Carolina State Hospital, and William S. Hall Psychiatric Institute); and one rehabilitation hospital, Encompass Health.

A part of LifePoint Health, Providence Health (Downtown) and Providence Health Northeast are leading providers of cardiovascular and orthopedic services in the Midlands. Providence Health (Downtown) is a 258-bed facility that was founded in 1938 by the Sisters of Charity of Saint Augustine to minister to the community, in body, mind and spirit. The facility is best known for its expertise in cardiac care and serves as a nationally recognized referral center for the prevention, diagnosis and treatment of cardiovascular disease.

Providence Health Northeast is a 74-bed full-service hospital with special focus on orthopedic care and emergency services and provides a variety of outpatient services including diagnostic imaging, a nationally accredited cardiopulmonary rehab program, a nationally accredited sleep diagnostic center and a physical therapy, speech therapy and occupational therapy facility.

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, 2020, there were 171 branches of commercial banks and savings institutions in the Columbia MSA, with deposits at all financial institutions totaling \$24,167,787.

Utilities

Electricity for industrial, residential and commercial consumption is provided by Dominion Energy South Carolina, Tri-County Cooperative, Inc., 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.

The Columbia MSA has attracted interest from multiple utility-scale solar farm developers. Since 2015, the development of more than 100 megawatt of utility-scale solar farms have been announced in Saluda, Calhoun and Lexington Counties. One megawatt of solar energy is enough to provide inexpensive, secure, clean energy to approximately 200 homes.

Recreation

The City offers many opportunities for recreation and leisure activities. The Columbia Museum of Art is South Carolina's premier international art museum with extraordinary collections of European and American fine and decorative art that span centuries. The South Carolina State Museum is the largest museum in South Carolina, located in America's first electric-powered textile mill with extensive exhibits in the disciplines of art, science and technology, cultural history and natural history. There are 12 art and historical museums in the area. EdVenture Children's Museum, the South's largest children's museum at 67,000 square feet, is the home of Eddie, the world's largest child, along with hundreds of interactive exhibits to inspire children to experience the joy of learning.

Throughout the City are various museums and theatres, including the Columbia Museum of Art, the Historic Columbia Foundation, the South Carolina Confederate Relic Room and Military Museum, the South Carolina State Museum, the Koger Center for the Arts, Trustus Theatre and Town Theatre. Town Theatre is the oldest, continuously operating community theatre in the U.S. and is listed on the National Register of Historical Places. The theatre provides live community theatre performances throughout the year with emphasis on musicals, comedies and youth productions.

Riverbanks Zoo & Garden ("**Riverbanks**"), ranked among the top ten zoos in the nation, is home for more than 2,000 animals housed within naturalistic exhibits and a botanical garden. Riverbanks is committed to the conservation of wildlife, to the audience's education of natural history, and to the enhancement of the quality of life in its community through the provision of high-quality recreational opportunities. Riverbanks offers rides and attractions, such as Zip the Zoo and ZOOM the River zipline and Waterfall Junction, a cool water retreat, and recently completed the single largest expansion in its 40-year history which included upgrades to the entryway, ticketing facilities, parking lot and restrooms, construction of a new children's garden and new animal exhibits, such as Grizzly Ridge, Otter Run and Sea Lion Landing.

Lake Murray, a 50,000-acre man-made lake with more than 500 miles of shoreline in Richland, Lexington, Saluda and Newberry counties, includes limitless opportunities for fishing, camping, boating, sailing and skiing, as well as residential sites for single-family and multi-family development. Congaree National Park, located in southeast Richland County, less than 30 minutes from downtown Columbia, offers more than 20,000 federally designated wilderness acres that visitors can explore by foot, kayak, or canoe. The park preserves one of the largest tracts of old growth bottomland hardwood forest left in the United States. Moreover, the lush trees growing in its floodplain forest are some of the tallest in the Eastern United States, forming one of the highest temperate deciduous forest canopies remaining in the world.

The University of South Carolina and other area universities and colleges offer a wide range of sports activities for both spectators and participants.

Public Schools

As of June 30, 2019, there were approximately 51,016 pupils enrolled in public schools in Richland County (Richland County School District 1 and Richland County School District 2) and approximately 16,899 enrolled in the Lexington-Richland School District 5 for the 2018-2019 school year. All public schools are fully accredited and all teachers fully certified by the South Carolina Department of Education.

Higher Education

There are eight main institutions of higher education in the Columbia MSA, the largest being the main campus of the University of South Carolina in the City. The table below lists these institutions and their Fall 2019 enrollments:

<u>College/University</u>	<u>Enrollment</u>
University of South Carolina (Columbia Campus)	35,364
Midlands Technical College	9,160
Benedict College [†]	2,155
Southern Wesleyan University	1,430
Columbia College	1,243
Columbia International University	1,651
South University	799
Allen University	817

[†] As of Fall 2018.

Source: South Carolina Commission on Higher Education

Midlands Technical College (“**MTC**”) is a comprehensive, multi-campus, two-year college serving the primary region of Richland, Lexington and Fairfield counties. One of South Carolina’s largest two-year colleges, MTC enrolls students seeking to develop career skills or transfer to a four-year institution. MTC employs approximately 600 permanent faculty and staff and approximately 400 adjunct faculty. More than three-quarters of MTC’s faculty holds a master’s degree or doctorate degree in their teaching field. MTC offers approximately 100 associate degrees, diploma and certificate programs of study, and an estimated 70% of the courses are in the career program area. MTC is comprised of seven campuses – Airport, Batesburg-Leesville, Belton, Fairfield, Fort Jackson, Harbison, and the 100-acre Northeast Campus which contains MTC’s Enterprise Campus and Center of Excellence for Technology. MTC also has a teaching location at the Fort that serves enlisted personnel and civilians. MTC’s Continuing Education Division provides continuing education opportunities to more than 30,000 individuals annually and is one of the largest providers of noncredit professional upgrade training of any two-year college in the State. MTC is accredited by the Commission on Colleges of the Southern Association of Colleges and Schools and is part of the South Carolina Technical College System.

APPENDIX C
SUMMARY OF CERTAIN PROVISIONS OF THE ORDINANCE

[TO FOLLOW]

DRAFT

APPENDIX D
FORMS OF OPINIONS OF CO-BOND COUNSEL

[TO FOLLOW]

DRAFT

APPENDIX E
FORM OF DISCLOSURE DISSEMINATION AGENT AGREEMENT

[TO FOLLOW]

DRAFT

EXHIBIT D

FORM OF CONTINUING DISCLOSURE AGREEMENT

DRAFT

FORM OF DISCLOSURE DISSEMINATION AGENT AGREEMENT

This Disclosure Dissemination Agent Agreement (“Disclosure Agreement”), dated as of [], 2021, is executed and delivered by the City of Columbia, South Carolina (“Issuer”) and Digital Assurance Certification, L.L.C., as exclusive Disclosure Dissemination Agent (“Disclosure Dissemination Agent” or “DAC”) for the benefit of the Holders (defined below) of the Bonds (defined below) and in order to provide certain continuing disclosure with respect to the Bonds in accordance with Rule 15c2-12 of the United States Securities and Exchange Commission under the Securities Exchange Act of 1934, as the same may be amended from time to time (“Rule”).

The services provided under this Disclosure Agreement solely relate to the execution of instructions received from the Issuer through use of the DAC system and do not constitute “advice” within the meaning of the Dodd-Frank Wall Street Reform and Consumer Protection Act (“Act”). DAC will not provide any advice or recommendation to the Issuer or anyone on the Issuer’s behalf regarding the “issuance of municipal securities” or any “municipal financial product” as defined in the Act and nothing in this Disclosure Agreement shall be interpreted to the contrary. 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) hereof, 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(a) of this Disclosure Agreement.

“Audited Financial Statements” means the audited financial statements 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)(B) of the Rule and specified in Section 3(b) of this Disclosure Agreement.

“Annual Report” means an Annual Report containing Annual Financial Information described in and consistent with Section 3 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 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.

“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.

“Failure to File Event” means the Issuer’s failure to file an Annual Report on or before the Annual Filing Date.

“Financial obligation” is defined by the Rule as and for purposes of this Disclosure Agreement shall mean (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, 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.

“Notice Event” means any of the events enumerated in paragraph (b)(5)(i)(C) of the Rule and listed in Section 4(a) of this Disclosure Agreement.

“Official Statement” means that Official Statement prepared by the Issuer in connection with the Bonds, as listed on Appendix A.

“Voluntary Event Disclosure” means information of the category specified in any of subsections (e)(vi)(1) through (e)(vi)(10) 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 the Annual Filing Date. Promptly upon 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 after the end of each fiscal year of the Issuer, commencing with the fiscal year ending June 30, 2021. 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). Upon 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 notice to the MSRB in substantially the form attached as Exhibit B without reference to the anticipated filing date for the Annual Report, accompanied by a cover sheet completed by the Disclosure Dissemination Agent in the form set forth in Exhibit C-1.

(d) If Audited Financial Statements of the Issuer are prepared but not available prior to the Annual Filing Date, the Issuer shall provide in a timely manner an electronic copy of the Issuer's unaudited financial statements to the Disclosure Dissemination Agent and shall, within a reasonable time of when the Audited Financial Statements are available, provide in a timely manner an electronic copy to the Disclosure Dissemination Agent, accompanied by a Certificate, for filing with the MSRB.

(e) The Disclosure Dissemination Agent shall:

- (i) verify the filing specifications of the MSRB each year prior to the Annual Filing Date;
- (ii) upon receipt, promptly file each Annual Report received under Sections 2(a) and 2(b) hereof with the MSRB;
- (iii) upon receipt, promptly file each Audited Financial Statement received under Section 2(d) hereof with the MSRB;
- (iv) upon receipt, promptly file the text of each Notice Event received under Sections 4(a) and 4(b)(ii) hereof with the MSRB, identifying the Notice Event as instructed by the Issuer pursuant to Section 4(a) or 4(b)(ii) hereof (being any of the categories set forth below as modified by the MSRB) 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 Issuer;"
 13. "Merger, consolidation, or acquisition of the Issuer, 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 Issuer, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a financial obligation of the Issuer, 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 Issuer, any of which reflect financial difficulties."
- (v) upon 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) upon 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) hereof (being any of the categories set forth below as modified by the MSRB) when filing pursuant to Section 7(a) of this Disclosure Agreement:
1. "Amendment to continuing disclosure undertaking;"
 2. "Change in Issuer;"
 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."
- (vii) upon receipt, promptly file the text of each Voluntary Financial Disclosure received under Section 7(b) hereof with the MSRB, identifying the Voluntary Financial Disclosure as instructed by the Issuer pursuant to Section 7(b) hereof (being any of the categories set forth below as modified by the MSRB) 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 upon 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 Annual Financial Information with respect to the Issuer, including the information provided in the Official Statement as follows; provided, however, that in the event the following information is collected and prepared by a party other than the City, the City shall be excused from compliance for failure to timely provide such information in the event such information is not available to the City:

- (1) The financial statements of the Issuer for the preceding fiscal year prepared in accordance with generally accepted accounting principles as promulgated to apply to governmental entities from time to time by the Governmental Accounting Standards Board (or if not in conformity, to be accompanied by a qualitative discussion of the differences in the accounting principles and the impact of the change in the accounting principles on the presentation of the financial information). If the Issuer's audited financial statements are not available by the time the Annual Report is required to be filed pursuant to this Section 3(a), the Annual Report shall contain unaudited financial statements in a format similar to the financial statements contained in the final Official Statement, and the audited financial statements shall be filed in the same manner as the Annual Report when they become available.
- (2) Financial and operating data for the preceding fiscal year, which shall consist of the financial and operating data contained in the following tables in the Official Statement:
 - (a) Under the caption, "FINANCIAL FACTORS": (i) Five-Year Summary and (ii) Historical Debt Service Coverage of the System; and
 - (b) Under the caption, "THE CITY AND THE SYSTEM": (i) Ten Largest Customers, (ii) Number of Billed Customers on Waterworks System, (iii) Number of Billed Customers on Sanitary Sewer System, (iv) Water Rates (if modified during such fiscal year), (v) Sewer Rates (if modified during such fiscal year), (vi) Comparison of Water Rates in the Columbia MSA, and (vii) Capital Improvements Undertaken.

Any or all of the items listed above may be included by specific reference to other documents, including official statements of debt issues of the Issuer, which have been submitted to the MSRB. If the document included by reference is a final official statement, it must be available from the MSRB. The Issuer shall clearly identify each such other document so included by reference.

If the Annual Financial Information contains modified operating data or financial information different from the Annual Financial Information agreed to in the continuing disclosure undertaking related to the Bonds, the Issuer is required to 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.

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 Issuer;

Note to subsection (a)(12) of this Section 4: For the purposes of the event described in subsection (a)(12) of this Section 4, the event is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent or similar officer for an Issuer in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the Issuer, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the Issuer.

13. The consummation of a merger, consolidation, or acquisition involving an Issuer or the sale of all or substantially all of the assets of the Issuer, 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;

15. Incurrence of a Financial Obligation of the Issuer, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the Issuer, 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 Issuer, any of which reflect financial difficulties.

The Issuer shall, in a timely manner not in excess of ten business days after its occurrence, notify the Disclosure Dissemination Agent in writing of the occurrence of a Notice Event. Such notice shall instruct the Disclosure Dissemination Agent to report the occurrence pursuant to subsection (c) and shall be accompanied by a Certification. Such notice or Certification shall identify the Notice Event that has occurred (which shall be any of the categories set forth in Section 2(e)(iv) of this Disclosure Agreement), include the text of the disclosure that the Issuer desires to make, contain the written authorization of the Issuer for the Disclosure Dissemination Agent to disseminate such information, and identify the date the Issuer desires for the Disclosure Dissemination Agent to disseminate the information (provided that such date is not later than the tenth business day after the occurrence of the Notice Event).

(b) The Disclosure Dissemination Agent is under no obligation to notify the Issuer or the Disclosure Representative of an event that may constitute a Notice Event. In the event the Disclosure Dissemination Agent so notifies the Disclosure Representative, the Disclosure Representative will within two business days of receipt of such notice (but in any event not later than the tenth business day after the occurrence of the Notice Event, if the Issuer determines that a Notice Event has occurred), instruct the Disclosure Dissemination Agent that either (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 may 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. The Issuer will provide the Dissemination Agent with the CUSIP numbers for (i) new bonds at such time as they are issued or become subject to the Rule and (ii) any Bonds to which new CUSIP numbers are assigned in substitution for the CUSIP numbers previously assigned to such Bonds.

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 duties and responsibilities of the Disclosure Dissemination Agent under this Disclosure Agreement do not extend to providing legal advice regarding such laws. 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 Filing.

(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 may 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 upon 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 upon 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, upon thirty days written notice to the Disclosure Dissemination Agent and the Trustee, replace or appoint a successor Disclosure Dissemination Agent. Upon 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 to the Disclosure Dissemination Agent 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 herein.

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 upon 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 upon the advice of such legal counsel. The reasonable fees and expenses of such counsel shall be payable by the Issuer.

(c) All documents, reports, notices, statements, information and other materials provided to the MSRB under this Agreement shall be provided in an electronic format and accompanied by identifying information as prescribed by the MSRB.

SECTION 12. Amendment; Waiver. Notwithstanding any other provision of this Disclosure Agreement, the Issuer and the Disclosure Dissemination Agent may amend this Disclosure Agreement and any provision of this Disclosure Agreement may be waived, if such amendment or waiver is supported by an opinion of counsel expert in federal securities laws acceptable to both the Issuer and the Disclosure Dissemination Agent to the effect that such amendment or waiver does not materially impair the interests of Holders of the Bonds and would not, in and of itself, cause the undertakings herein to violate the Rule if such amendment or waiver had been effective on the date hereof but taking into account any subsequent change in or official interpretation of the Rule; provided neither the Issuer or the Disclosure Dissemination Agent shall be obligated to agree to any amendment modifying their respective duties or obligations without their consent thereto.

Notwithstanding the preceding paragraph, the Disclosure Dissemination Agent shall have the right to adopt amendments to this Disclosure Agreement necessary to comply with modifications to and interpretations of the provisions of the Rule as announced by the Securities and Exchange Commission from time to time by giving not less than 20 days written notice of the intent to do so together with a copy of the proposed amendment to the Issuer. No such amendment shall become effective if the Issuer shall, within 10 days following the giving of such notice, send a notice to the Disclosure Dissemination Agent in writing that it objects to such amendment.

SECTION 13. Beneficiaries. This Disclosure Agreement shall inure solely to the benefit of the Issuer, the Disclosure Dissemination Agent, the underwriter, and the Holders from time to time of the Bonds, and shall create no rights in any other person or entity.

SECTION 14. Governing Law. This Disclosure Agreement shall be governed by the laws of the State of South Carolina (other than with respect to conflicts of laws).

SECTION 15. Counterparts. This Disclosure Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

[SIGNATURE PAGE FOLLOWS]

[REMAINDER OF PAGE INTENTIONALLY BLANK]

DRAFT

The Disclosure Dissemination Agent and the Issuer have caused this Continuing Disclosure Agreement to be executed, on the date first written above, by their respective officers duly authorized.

DIGITAL ASSURANCE CERTIFICATION, L.L.C.,
as Disclosure Dissemination Agent

By: _____
Name: _____
Title: _____

CITY OF COLUMBIA, SOUTH CAROLINA, as Issuer

By: _____
Name: _____
Title: _____

EXHIBIT A
NAME AND CUSIP NUMBERS OF BONDS

Name of Issuer	City of Columbia, South Carolina
Obligated Person(s)	City of Columbia, South Carolina
Name of Bond Issue:	\$_____ * Waterworks and Sewer System Revenue Bonds, Series 2021
Date of Issuance:	[], 2021
Date of Official Statement:	[], 2021
CUSIP Number:	198504

DRAFT

EXHIBIT B
NOTICE TO MSRB OF FAILURE TO FILE ANNUAL REPORT

Name of Issuer City of Columbia, South Carolina
Obligated Person(s) City of Columbia, South Carolina
Name of Bond Issue: \$ _____ * Waterworks and Sewer System Revenue Bonds, Series 2021
Date of Issuance: [], 2021
Date of Official Statement: [], 2021

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 [], 2021, 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 accompanying "event notice" may 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:

Issuer's Six-Digit CUSIP Number:

or Nine-Digit CUSIP Number(s) of the bonds to which this material event notice relates:

Number of pages of attached material event notice: _____

____ Description of Notice Events (Check One):

1. ____ "Principal and interest payment delinquencies;"
2. ____ "Non-Payment related defaults, if material;"
3. ____ "Unscheduled draws on debt service reserves reflecting financial difficulties;"
4. ____ "Unscheduled draws on credit enhancements reflecting financial difficulties;"
5. ____ "Substitution of credit or liquidity providers, or their failure to perform;"
6. ____ "Adverse tax opinions, IRS notices or events affecting the tax status of the security;"
7. ____ "Modifications to rights of securities holders, if material;"
8. ____ "Bond calls, if material;"
9. ____ "Defeasances;"
10. ____ "Release, substitution, or sale of property securing repayment of the securities, if material;"
11. ____ "Rating changes;"
12. ____ "Tender offers;"
13. ____ "Bankruptcy, insolvency, receivership or similar event of the Issuer;"
14. ____ "Merger, consolidation, or acquisition of the Issuer, 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 Issuer, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a financial obligation of the Issuer, 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 Issuer, any of which reflect financial difficulties."

____ Failure to provide annual financial information as required

I hereby represent that I am authorized by the issuer or its agent to distribute this information publicly:

Signature:

Name: _____ Title: _____

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 accompanying "voluntary event notice" may 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:

Issuer's Six-Digit CUSIP Number:

or Nine-Digit CUSIP Number(s) of the bonds to which this notice relates:

Number of pages attached: _____

_____ Description of Voluntary Event Disclosure (Check One):

1. _____ "amendment to continuing disclosure undertaking;"
2. _____ "change in Issuer;"
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: _____

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 accompanying "voluntary financial disclosure" may 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:

Issuer's Six-Digit CUSIP Number:

or Nine-Digit CUSIP Number(s) of the bonds to which this notice relates:

Number of pages attached: _____

_____ 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: _____

Digital Assurance Certification, L.L.C.
 315 E. Robinson Street
 Suite 300
 Orlando, FL 32801
 407-515-1100

Date: _____



We Are Columbia

MEETING DATE: October 20, 2020

DEPARTMENT: Legal Department

FROM: *Shari Ardis, Legal Office Manager*

SUBJECT: Resolution No.: R-2020-088 Public Input on Closing and Transfer of an unopened portion of Sloan Street adjacent to Richland County TMS #11314-09-09 and 11314-09-08

FUNDING SOURCE & ORIGINAL BUDGET:

FOCUS AREAS: Attracting & Retaining Talent, Connecting Our Community, Economic Prosperity - Endless Possibilities, Empowering Our Residents, Enhancing Columbia's Neighborhoods, Innovative & High Quality Municipal Services, Planning Together

ATTACHMENTS:

- R-2020-088 input on closing of unopened portion Sloan Street (PDF)

RESOLUTION NO.: R-2020-088

*Public Input on Closing and Transfer of an unopened portion of Sloan Street adjacent to
Richland County TMS #11314-09-09 and 11314-08-08*

WHEREAS, pursuant to Resolution R-2014-053 enacted by the Mayor and City Council on June 10, 2014, the City adopted a procedure to receive public input on any action to which the City is a party regarding the permanent closure of a public street; and,

WHEREAS, CDG Rosewood LLC has requested the permanent closing and transfer of a portion of City right-of-way of Sloan Street adjacent to Richland County TMS 11314-09-09 and 11314-08-08, being a portion of Sloan Street that begins at the intersection of Sloan Street and Rosewood Drive and is abutted by tracts with Tax Map Numbers 11314-09-09 and 11314-08-08. The portion of Sloan Street to be closed begins at the intersection of Sloan Street and Rosewood Drive (SC-16) running North between Tax Map Numbers 11314-09-09 and 11314-08-08 for approximately two hundred thirty-nine (239') feet until the Southern boundary line of Tax Map Number 11314-09-08 as shown on Richland County Tax Map 11314, a copy of said tax map is attached hereto as Exhibit "A"; NOW, THEREFORE,

BE IT RESOLVED by the Mayor and City Council this ____ day of _____, 2020, that pursuant to R-2014-053, the City desires to receive public input regarding the request of CDG Rosewood LLC to permanently close to vehicular traffic and transfer to CDG Rosewood LLC a portion of Sloan Street that begins at the intersection of Sloan Street and Rosewood Drive and is abutted by tracts with Tax Map Numbers 11314-09-09 and 11314-08-08. The portion of Sloan Street to be closed begins at the intersection of Sloan Street and Rosewood Drive (SC-16) running North between Tax Map Numbers 11314-09-09 and 11314-08-08 for approximately two hundred thirty-nine (239') feet until the Southern boundary line of Tax Map Number 11314-09-08 as shown on Richland County Tax Map 11314, a copy of said tax map is attached hereto as Exhibit "A".

Requested by:

Assistant City Manager Shealy _____

Mayor

Approved by:

City Manager

ATTEST:

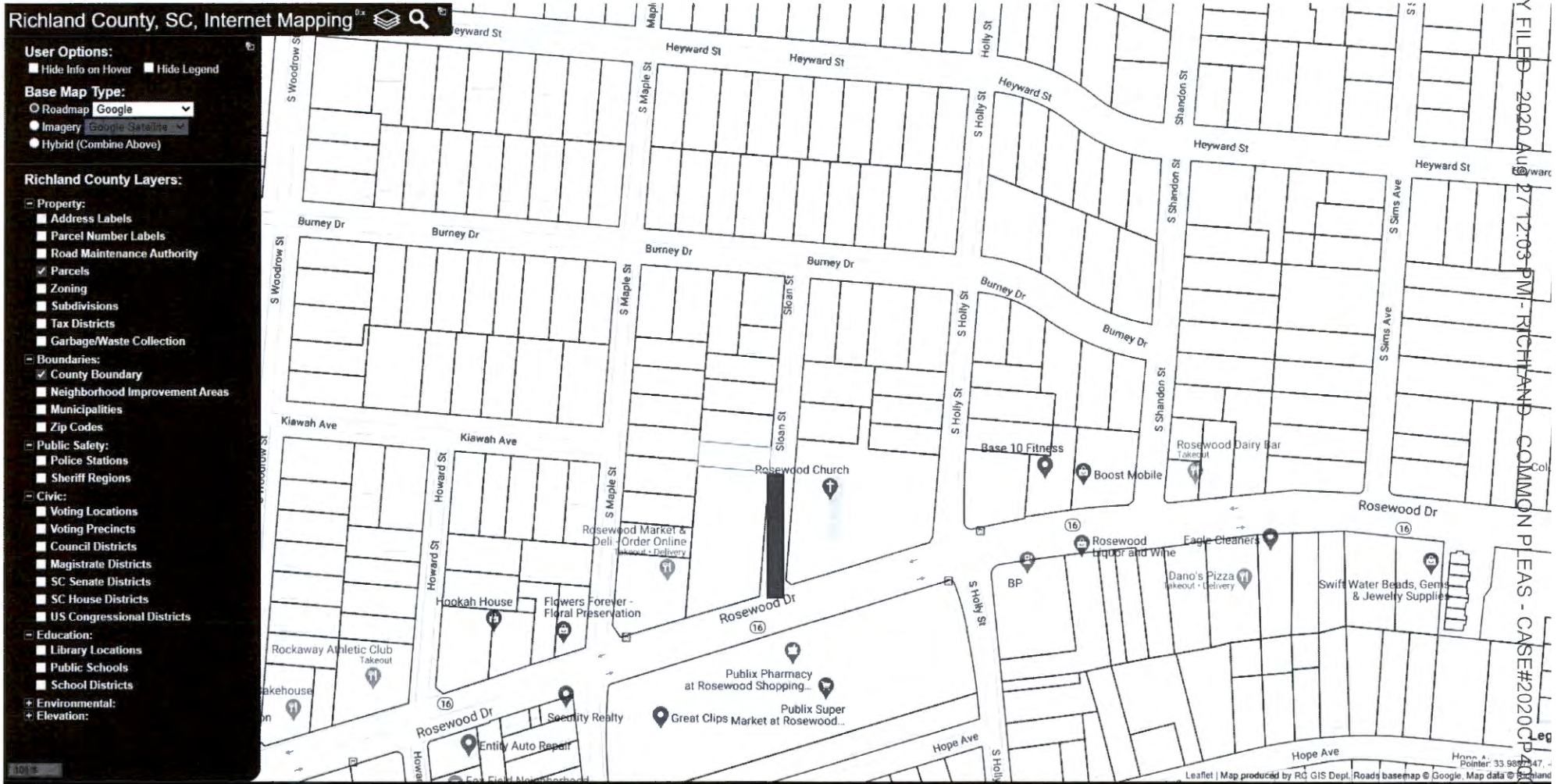
Approved as to form:

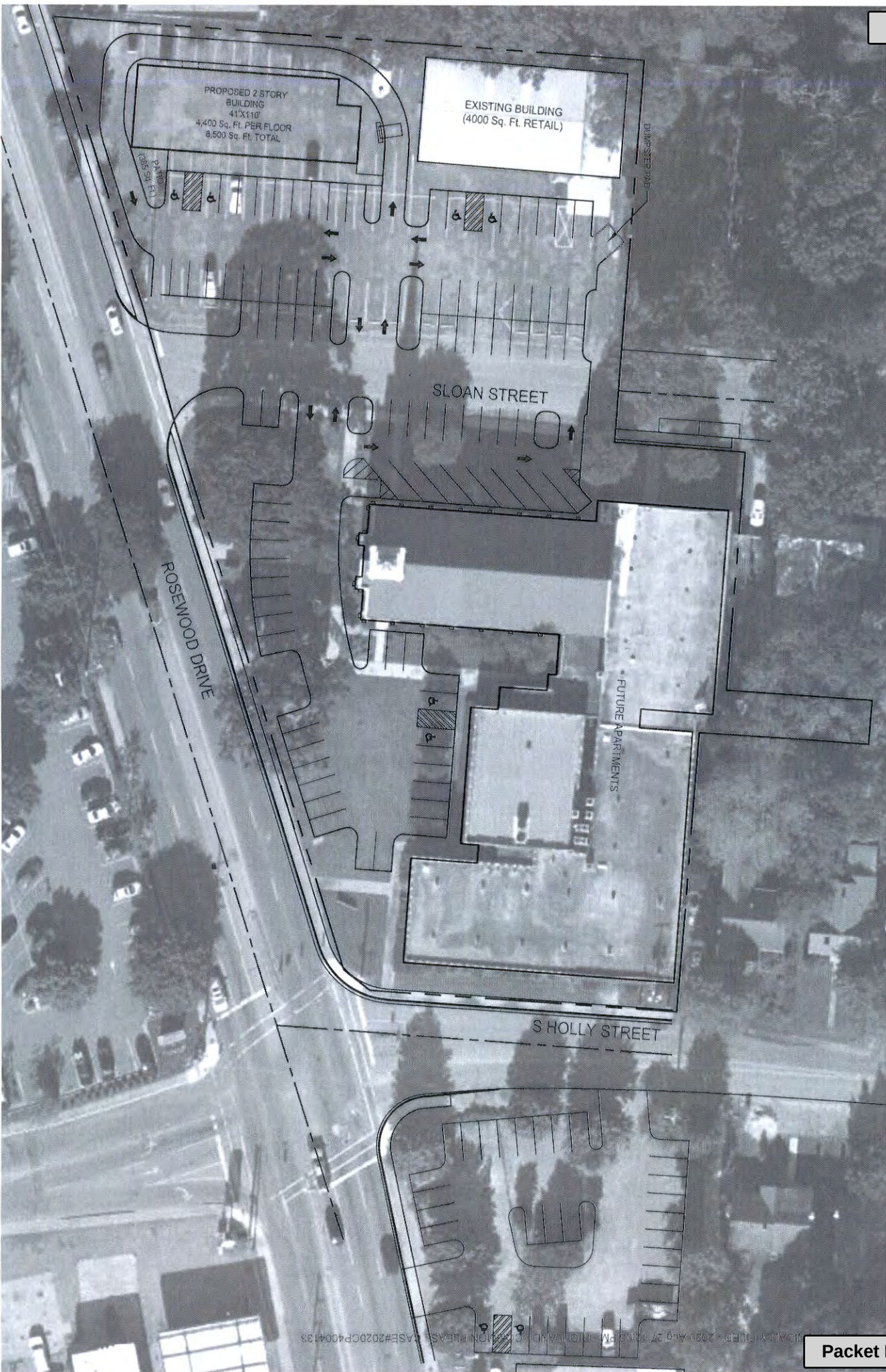

Deputy City Attorney

City Clerk

Introduced:

Final Reading:







We Are Columbia

MEETING DATE: October 20, 2020

DEPARTMENT: Legal Department

FROM: *Shari Ardis, Legal Office Manager*

SUBJECT: Resolution No: R-2020-092 Approving the Honorary Naming of the Southwest Corner of Harden Street and Washington Street "Columbia Hospital Way"

FUNDING SOURCE & ORIGINAL BUDGET:

FOCUS AREAS: Attracting & Retaining Talent, Connecting Our Community, Empowering Our Residents, Enhancing Columbia's Neighborhoods, Planning Together

ATTACHMENTS:

- R-2020-092 honorary renaming SW Corner Harden and Washington Columbia Hospital Way (PDF)

RESOLUTION NO.: R-2020-092*Approving the Honorary Naming of the Southwest Corner of Harden Street and Washington Street "Columbia Hospital Way"*

WHEREAS, in 1892 a charter was issued establishing the Columbia Hospital in the City almshouse to provide medical attention to the poor. The first brick building was erected in 1893 and the first patient was admitted on November 2, 1893; and,

WHEREAS, the Columbia Hospital began to thrive and grow to serve the needs of the community, and in 1897 opened the first nursing program that was influential in establishing the South Carolina State Nurses Association; and,

WHEREAS, by 1933 the hospital expanded to 275 beds and offered weekday clinics. In 1934 the hospital admitted the first African American patient to one of the hospitals most modern facilities in the 75-bed West Wing and in 1935 organized a school of nursing for African American students and staffed and housed African American students at the dormitory called the Nurses' Home on Laurens Street; and,

WHEREAS, in 1943 a new 165-bed unit and pediatric department were built for African American patients; and,

WHEREAS, Columbia Hospital became the first hospital in the City to end a dual system of health care and reassessed its staffing and admissions policies to reflect changes enacted by 1960's Civil Rights legislation; and,

WHEREAS, by 1965 a bond was issued for the purchase of a 50-acre tract for the construction of a 300-bed hospital to meet the growing needs of the residents of the Columbia area. The new facility opened in 1972 and was renamed Richland Memorial Hospital; and,

WHEREAS, the impact the Columbia Hospital had on the health and welfare of the African American Community as well as the advancement of African Americans into nursing and medical profession continues to serve as a reminder today; NOW, THEREFORE,

BE IT RESOLVED this ____ day of _____, 2020, that the Mayor and City Council of the City of Columbia hereby approve the honorary naming of the Southwest Corner of Washington Street and Harden Street be named "Columbia Hospital Way." The design and color of the honorary toppers shall be subject to the approval of the Director of Public Works.

Requested by:

Councilmember McDowell

Mayor

Approved by:

City Manager

ATTEST:

Approved as to form:

T. A. Knox

City Attorney

City Clerk

Introduced:

Final Reading:



We Are Columbia

MEETING DATE: October 20, 2020

DEPARTMENT: Economic Development

FROM: *Ryan Coleman, Director of Economic Development*

SUBJECT: Council is asked to approve an Economic Development Grant Agreement for the Creation of a New Technology Training and Apprenticeship Program within the City of Columbia, as requested by the Economic Development Department. Award to Create Opportunity, LLC in an amount not to exceed \$40,000.00. This firm is located in Columbia, SC.

FUNDING SOURCE & ORIGINAL BUDGET: Funding Source: ED Special Allocation (5511301-638508). The original budget amount is \$40,000.00.

FOCUS AREAS: Economic Prosperity - Endless Possibilities

ATTACHMENTS:

- APPROVED - Create Opportunity - City of Columbia Grant Agreement (PDF)

GRANT AGREEMENT
among
CITY OF COLUMBIA, SOUTH CAROLINA
and
CREATE OPPORTUNITY, LLC

_____, 2020

GRANT AGREEMENT

This GRANT AGREEMENT (“Agreement”), effective as of _____, 2020 (“Effective Date”), between City of Columbia, South Carolina, a body politic and corporate (“City”) and Create Opportunity, LLC, a South Carolina limited liability company (“Company,” and with City, “Parties,” each, a “Party”).

WITNESSETH:

WHEREAS, Title 5, Chapter 7 of the Code of Laws of South Carolina, 1976, as amended (“Act”), authorizes the City to exercise powers which the City deems necessary and proper for the general welfare of the City and the citizens of the City;

WHEREAS, pursuant to the Act, the City has determined to offer grants to (i) induce enterprises to locate in the City and (ii) encourage enterprises currently located in the City to expand their investments in the City in order to provide opportunities for the creation and retention of jobs in the City and the advancement of economic development in the City;

WHEREAS, the Company has committed to establish the Create Opportunity Columbia Initiative to identify, train, and deploy software engineers in the City (“Program”);

WHEREAS, the Company has provided to the City a statement of its intended uses of City grant funds and represents and warrants that all City grant funds will be expended only for a valid public purpose under South Carolina law.

NOW, THEREFORE, in consideration of the respective representations, covenants and agreements contained in this Agreement and other good and valuable consideration the receipt of which each Party acknowledges, the Parties agree:

ARTICLE I ADDITIONAL DEFINITIONS

The following terms used in this Agreement have the meanings given below, unless the context clearly requires otherwise.

“*Administration Expenses*” means the reasonable expenses incurred by the City in the negotiation, approval and implementation of the terms and provisions of this Agreement, including reasonable attorney’s and consultant’s fees. Administration Expenses does not include any costs, expenses, including attorney’s fees, incurred by the City (i) in defending challenges to the Grant provided by this Agreement brought by third parties or the Company or its affiliates and related entities, or (ii) in connection with matters arising at the request of the Company outside of the immediate scope of this Agreement, including amendments to the terms of this Agreement.

“*Certification Date*” means the date set forth on Exhibit A by which the Company shall achieve the Commitment.

“*Cessation of Operations*” means a publicly announced termination of the Program, failure to enroll students in the Program once the Program has commenced, or a substantial reduction in the number of students enrolled in the Program for a period of twelve (12) months.

“*City Council*” means the City of Columbia City Council, the governing body of the City.

“*Commitment*” means the commitment made by the Company to enroll students in the Program as more particularly described on **Exhibit A**.

“*Costs*” means all costs incurred by or on behalf of the Company to recruit, screen, and train participants, as well as expenses related to the apprenticeship, whether incurred prior to or after the date of this Agreement, or such other expenses relating to the Program as may be approved in writing by the City.

“*Grant*” means the grant funds awarded by the City to the Company as more particularly described on **Exhibit B**.

“*Term*” means the period from the effective date of this Agreement until the Termination Date.

“*Termination Date*” means, unless earlier terminated pursuant to the provisions of this Agreement, the date on which all payment obligations by either Party are paid in full.

ARTICLE II REPRESENTATIONS

Section 2.1. *Representations by the City.* The City represents to the Company as follows:

- (a) The City is a body politic and corporate and a political subdivision of the State of South Carolina;
- (b) The City is authorized and empowered by the provisions of the Act to enter into and carry out its obligations under this Agreement;
- (c) The City has duly authorized and approved the execution and delivery of this Agreement in accordance with the procedural requirements of the Act and any other applicable state law;
- (d) The City is not in default of any of its obligations (contractual or otherwise) as a result of entering into and performing its obligations under this Agreement; and
- (e) Based on representations made by the Company to the City, the City has determined the Program will enhance the economic development of the City. Therefore, the City is entering into this Agreement for the purpose of promoting the economic development of the City.

Section 2.2. *Representations by the Company.* The Company represents to the City as follows:

- (a) The Company, a South Carolina limited liability company, has the power to conduct the Program in the State of South Carolina and enter into this Agreement;
- (b) The Company will use commercially reasonable efforts to achieve the Commitment;

(c) The Company's execution and delivery of this Agreement, and its compliance with the provisions of this Agreement does not result in a default under any agreement or instrument to which the Company is now a party or by which it is bound;

(d) On or before December 31 of each year during the Term, commencing in December 31, 2020, the Company covenant to deliver to the City's Office of Economic Development, the information with respect to the Company required by **Exhibit D**; and

(e) The Company represents and warrants that it will use the City's grant funds only for a valid public purpose under South Carolina law with the understanding that the uses described on the attached **Exhibit A** qualify as a valid public purpose.

ARTICLE III COMMITMENT; GRANT

Section 3.1. *Commitment.*

(a) The Company shall achieve the Commitment by the Certification Date. The Company shall certify to the City achievement of the Commitment by the Certification Date by providing documentation to the City sufficient to reflect achievement of the Commitment.

(b) The City and its authorized agents, at any reasonable time on prior notice, may enter and examine and inspect the Program's books and records to verify any information included in the documentation provided by the Company to the City certifying achievement of the Commitment.

(c) If the Company fails to commence the Program within 6 months of the Effective Date, the City may terminate this Agreement and, on termination, the Company are no longer entitled to any further benefits under this Agreement.

Section 3.2. *Grant.* To assist in paying for Costs of the Program, the City shall provide the Grant to the Company.

Section 3.3. *Claw Back.* If the Company (a) fails to achieve and certify the Commitment by the Certification Date, (b) fails to commence the Program within 6 months of the Effective Date, (c) expends the City's grant funds for any expenditure that is not a valid public purpose under South Carolina law, or (d) announces a Cessation of Operations within six (6) months after the Certification Date, then the Company is subject to the claw backs as described in **Exhibit C**. Any amount that may be due from the Company to the City as calculated in accordance with or described in **Exhibit C** is due within thirty (30) days of receipt of a written statement from the City setting forth the amount due. The repayment obligation arising under this Section and **Exhibit C** survives termination of this Agreement.

ARTICLE IV DEFAULT

Section 4.1. *Events of Default.* The following are "Events of Default" under Agreement:

- (a) Failure to timely pay any amount due under this Agreement;
- (b) A representation or warranty made by a Party which is deemed materially incorrect when deemed made;
- (c) Failure by a Party to perform any of the terms, conditions, obligations, or covenants under this Agreement (other than those under (a), above), which failure has not been cured within 30 days after written notice specifying such failure and requesting that it be remedied, unless the Party has instituted corrective action within the 30-day period and is diligently pursuing corrective action until the default is corrected, in which case the 30-day period is extended to include the period during which the Party is diligently pursuing corrective action;

Section 4.2. Remedies on Default.

(a) If an Event of Default has occurred and is continuing, then the non-defaulting Party may take any one or more of the following remedial actions:

- (i) terminate this Grant Agreement; or
- (ii) take whatever action at law or in equity may appear necessary or desirable to collect amounts due or otherwise remedy the Event of Default or recover its damages.

Section 4.3. Reimbursement of Legal Fees and Other Expenses. If the Company commits an Event of Default and the City is required to employ attorneys or incur other reasonable expenses for the collection of payments due under this Agreement or for the enforcement of performance or observance of any obligation or agreement, the City is entitled to seek reimbursement of the reasonable fees of such attorneys and such other reasonable expenses so incurred.

Section 4.4. Remedies Not Exclusive. No remedy described in this Agreement is intended to be exclusive of any other remedy or remedies, and each and every such remedy is cumulative and in addition to every other remedy given under this Agreement or existing at law or in equity or by statute.

Section 4.5. Nonwaiver. No delay or omission to exercise any right or power accruing upon any continuing default hereunder shall impair any such right or power or is a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient.

Section 4.6. Termination by the City. The City may terminate this Agreement, without cause, upon thirty (30) days' written notice to the Company.

ARTICLE V PARTICULAR RIGHTS AND COVENANTS

Section 5.1. Confidentiality. The City acknowledges that the Company may utilize confidential and proprietary processes and materials, services, equipment, trade secrets, and techniques ("Confidential Information") and that disclosure of the Confidential Information could result in substantial economic harm to the Company. The Company may clearly label any Confidential Information delivered to the City pursuant to this Agreement as "Confidential Information." Except as required by law, the City, or any

employee, agent, or contractor of the City, shall not disclose or otherwise divulge any labeled Confidential Information to any other person, firm, governmental body or agency. The Company acknowledges that the City is subject to the South Carolina Freedom of Information Act, and, as a result, must disclose certain documents and information on request, absent an exemption. If the City is required to disclose any Confidential Information to a third party, the City will use its best efforts to provide the Company with advance notice of such disclosure requirement prior to making such disclosure, and to cooperate reasonably with any attempts by the Company to obtain judicial or other relief from such disclosure requirement.

Section 5.2. Indemnification.

(a) The Company shall indemnify, defend, hold harmless and save the City, its employees, elected officials, officers and agents against and from any and all liability, claims, or causes of action arising from the City's disbursement of and the Company's use of the funds that are the subject of this Agreement.

(b) The City is entitled to use counsel of its choice and the Company shall reimburse the City for all of its costs, including attorneys' fees, incurred in connection with the response to or defense against such liability or claims as described in paragraph (a), above. The City shall provide a statement of the costs incurred in the response or defense, and the Company shall pay the City within 30 days of receipt of the statement. The Company may request reasonable documentation evidencing the costs shown on the statement. However, the City is not required to provide any documentation that may be privileged or confidential to evidence the costs.

Section 5.3. No Liability of City Personnel. All covenants, stipulations, promises, agreements and obligations of the City contained in this Agreement are binding on members of the City Council or any elected official, officer, agent, servant or employee of the City only in his or her official capacity and not in his or her individual capacity, and no recourse for the payment of any moneys under this Agreement may be had against any member of City Council or any elected or appointed official, officer, agent, servant or employee of the City and no recourse for the payment of any moneys or performance of any of the covenants and agreements under this Agreement or for any claims based on this Agreement may be had against any member of City Council or any elected or appointed official, officer, agent, servant or employee of the City except solely in their official capacity.

Section 5.4. Limitation of Liability. The City is not liable to the Company for any costs, expenses, losses, damages, claims or actions in connection with this Agreement. Notwithstanding anything in this Agreement to the contrary, any financial obligation the City may incur under this Agreement is deemed not to constitute a pecuniary liability or a debt or general obligation of the City.

Section 5.5. Administration Expenses. The Company will reimburse, or cause reimbursement to, the City for the Administration Expenses in the amount not to exceed \$2,000. The Company will reimburse the City for its Administration Expenses on receipt of a written request from the City or at the City's direction, which request shall include a general statement of the amount and nature of the Administration Expense. The Company shall pay the Administration Expenses as set forth in the written request no later than 60 days following receipt of the written request from the City. The payment by the Company of the City's Administration Expenses shall not be construed as prohibiting the City from engaging, at its discretion, the counsel of the City's choice.

Section 5.6. No City Sponsorship. This grant shall not be construed as sponsorship of any event or Program of the Company. The Company may not publish the City's logo or list the City as a sponsor or endorser without the City's prior written consent.

ARTICLE VI MISCELLANEOUS

Section 6.1. Notices. Any notice, election, demand, request or other communication to be provided under this Agreement is effective when delivered to the party named below or when deposited with the United States Postal Service, certified mail, return receipt requested, postage prepaid, addressed as follows (or addressed to such other address as any party shall have previously furnished in writing to the other party), except where the terms hereof require receipt rather than sending of any notice, in which case such provision shall control:

AS TO THE CITY: City of Columbia, South Carolina
Attn: Office of Economic Development
1201 Main Street, Suite 250
Columbia, South Carolina 29201
Phone: 803.734.2700

WITH A COPY TO: Parker Poe Adams & Bernstein LLP
(does not constitute notice) Attn: Ray E. Jones, Esquire
1221 Main Street, Suite 1100
Columbia, South Carolina 29205
Phone: 803.255.8000
Fax: 803.255.8017

AS TO THE COMPANY: Create Opportunity, LLC
Attn: Ben Rex
1634 Main Street
Columbia, SC 29201
Phone: 803-376-8899, ext 217

WITH A COPY TO:

Section 6.2. Binding Effect. This Agreement is binding on and inures to the Parties' benefit. In the event of the dissolution of the City or the consolidation of any part of the City with any other political subdivision or the transfer of any rights of the City to any other political subdivision, this Agreement shall bind and inure to the benefit of the successors of the City from time to time and any entity, officer, board, commission, agency or instrumentality to whom or to which any power or duty of the City has been transferred.

Section 6.3. Counterparts. This Agreement may be executed in any number of counterparts, in original, by facsimile or by other electronic means, and all of the counterparts taken together are deemed to constitute one and the same instrument.

Section 6.4. Governing Law. This Agreement and all documents executed in connection herewith

are construed in accordance with and governed by the laws of South Carolina.

Section 6.5. *Amendments.* The provisions of this Agreement may be modified or amended only in writing by an agreement or agreements entered into between Parties.

Section 6.6. *Assignment.* The Agreement may not be assigned by the Company to another entity without the written permission of the City.

Section 6.7. *Further Assurance.* From time to time the City agrees to execute and deliver to the Company additional instruments as either the Company may request to effectuate the purposes of this Agreement.

Section 6.8. *Severability.* If any provision of this Agreement is declared illegal, invalid or unenforceable for any reason, the remaining provisions hereof shall be unimpaired, and such illegal, invalid or unenforceable provision shall be reformed so as to most closely effectuate the legal, valid and enforceable intent thereof and so as to afford the Company with the maximum benefits to be derived herefrom, it being the City's intention to offer the Company the strongest inducement possible to locate the Program in the City.

IN WITNESS WHEREOF, the City, acting by and through the City Council, has caused this Agreement to be executed in its name and on its behalf by the City Manager and to be attested by the Clerk to City Council, effective as of the day and year first above written.

CITY OF COLUMBIA, SOUTH CAROLINA

City Manager

(SEAL)

ATTEST:

Clerk to City Council

APPROVED AS TO FORM

Legal Department City of Columbia, SC

10/8/20

IN WITNESS WHEREOF, the Company, acting by and through its duly authorized officer(s), has caused this Agreement to be executed in its name and on its behalf, effective as of the day and year first above written.

Create Opportunity, LLC

By:
Its:

Exhibit A

Description of Commitment

Not later than December 31, 2021 (“Certification Date”), the Company commits to enrolling eight (8) City of Columbia residents ~~from the~~ in the Program. Upon written request of the Company, the City and the Company may agree to extend the Certification Date to December 31, 2022.

Exhibit B

Description of Grant

The City shall provide a \$40,000 Grant to the Company payable within ten (10) business days of the Effective Date.

Exhibit C

Description of Claw Back

The portion of the Grant to be repaid (“Repayment Amount”) is based on the amount by which the Company failed to achieve the Commitment and is calculated as follows:

Repayment Amount = Grant Amount Received x Clawback Percentage

Clawback Percentage = 100% - Percentage of Commitment Achievement

Commitment Achievement = Number of City Residents Graduated from Program / Commitment

In calculating each achievement, only the investment achieved, or jobs achieved up to the investment committed and the jobs committed will be counted.

Exhibit D

Description of Reporting Information

On or before December 31, 2021, the Company is required to report the number of City residents enrolled in the program.

Exhibit E

Use of Grant Funds

The Company shall use the Grant solely for expenses related to the training program for City residents.



We Are Columbia

MEETING DATE: October 20, 2020

DEPARTMENT: City Management Office

FROM: *Teresa Wilson, City Manager*

SUBJECT: Board of Zoning Appeals

**FUNDING SOURCE &
ORIGINAL BUDGET:**



We Are Columbia

MEETING DATE: **October 20, 2020**

DEPARTMENT: **City Management Office**

FROM: ***Teresa Wilson, City Manager***

SUBJECT: **Planning Commission**

**FUNDING SOURCE &
ORIGINAL BUDGET:**

The purpose of this commission is to develop and maintain a continuing planning program which will benefit City of Columbia residents; to provide a mutual forum to identify, discuss, study and address local development issues and opportunities; to foster, develop and review policies, plans and priorities in order to ensure orderly growth, development, conservation and preservation; to furnish technical assistance to city government and its agents; and to review and coordinate federal, state and local programs that have an impact on the city.

HISTORY:

10/06/20	Columbia City Council	DEFERRED
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We Are Columbia

MEETING DATE: October 20, 2020

DEPARTMENT: City Clerk

FROM: *Erika Hammond, City Clerk*

SUBJECT: Receipt of legal advice related to matters covered by attorney-client privilege pursuant to S.C. Code §30-4-70(a)(2)

FUNDING SOURCE & ORIGINAL BUDGET:

FOCUS AREAS: Innovative & High Quality Municipal Services

PURPOSE:

COVID-19
Sloan Street
Bull Street Park Renaming
Monuments and Memorials - National Park Service



We Are Columbia

MEETING DATE: October 20, 2020

DEPARTMENT: City Clerk

FROM: *Erika Hammond, City Clerk*

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

FUNDING SOURCE & ORIGINAL BUDGET:

FOCUS AREAS: Economic Prosperity - Endless Possibilities

PURPOSE:
Robinson Gray
First Reliance



We Are Columbia

MEETING DATE: October 20, 2020

DEPARTMENT: City Clerk

FROM: *Erika Hammond, City Clerk*

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

FUNDING SOURCE & ORIGINAL BUDGET:

PURPOSE:

2221 Devine Street
IPRB - Underwriter