



We Are Columbia

COLUMBIA CITY COUNCIL MEETING AGENDA TUESDAY, NOVEMBER 10, 2020

The Columbia City Council will conduct a Meeting on Tuesday, November 10, 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 dialing **855-925-2801**. When prompted, enter meeting code: **7969**. For additional meeting information visit www.columbiacitysc.igam2.com. You may also register at this site to post comments related to items on the agenda. For questions regarding the meeting, 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 July 21, 2020, August 4, 2020, August 18, 2020, August 27, 2020, and September 1, 2020 Council Meeting Minutes.

CITY COUNCIL DISCUSSION

2. COVID-19 Update - The Honorable Mayor Stephen K. Benjamin
 - COVID-19 Situational Report - Mr. Harry Tinsley, Emergency Management Director

CONSENT AGENDA

3. Council is asked to approve the purchase of Body Cameras, Bay Docking Stations, and Service Plans, as requested by the Columbia Police Department. Award to COBAN Technologies, Inc., using the H-GAC Law Enforcement Speed Detection & Video Equipment Cooperative Contract in the amount of \$137,646.00. This vendor is located in Houston, TX.

Funding Source: Special Restricted Funds - Computer Equipment/Hardware; GL Account (2119999-627500); 2018 Body - Worn Camera Grant - Computer Equipment/Hardware: JL Account (9226000019-627500). The original budget amount is \$138,000.00.



We Are Columbia

**COLUMBIA CITY COUNCIL MEETING AGENDA
TUESDAY, NOVEMBER 10, 2020**

4. Council is asked to approve the purchase of a Vac Truck for the Street Division, as requested by the Fleet Services Division. Award to Jet-Vac, using the Sourcewell Cooperative Contract, in the total amount of \$415,523.15. This vendor is located in Sumter, SC.

Funding Source: Streets - Storm Drains - Autos Trucks Heavy Equipment (5534203-658500). The original budget amount is \$415,523.15.

5. Council is asked to approve a Memorandum of Agreement for Project WM4401; US #1 Bridge Replacement over CSX Railroad Water Line Relocations, as requested by the Engineering Department. Award to SCDOT in the amount of \$440,710.30.

Funding Source: Water Improvement funds FY 19/20 CIP (WM335521) – Utility Conflicts. The original budget amount is \$440,710.30.

6. Council is asked to approve the purchase of Pump Parts, Inspections, Service Calls, and Maintenance for the Metro Wastewater Treatment Plant, as requested by Columbia Water. Award to Charles Underwood Inc., as a Sole Source in an amount not to exceed \$50,000.00. This vendor is located in Sanford, NC.

Funding Source: Utilities Metro Wastewater Plant - Maintenance and Service Contract (5516208-658300). The original budget amount is \$50,000.00.

7. Council is asked to approve an Agreement for Project WM4263; Water Quality Consulting for Fiscal Year 2020/2021, as requested by Columbia Water. Award to Black & Veatch Corporation in the amount of \$75,000.00. The firm is located in Columbia, SC.

Funding Source: Utilities Columbia Canal Water Treatment Plant, Consultant Fees (5516206-WM426302-636700) (50%) and (5516207-WM426302-636700) (50%). The original budget amount is \$75,000.00.

This is a Mentor Protégé Program Project. Black & Veatch Corporation is the mentor and will provide water production process optimization evaluation recommendations, operator training for the water treatment process, and additional water quality services on an on-call basis at 80% (\$60,000.00) of the total contract amount. Howard Engineering, Inc., a Minority Business Enterprise (W) of Columbia, SC, is the protégé and will provide electrical vulnerability assessment, on-call inspection service, construction management services, water treatment staff training, water quality data review, and report quality control at 20% (\$15,000.00) of the total contract amount.

8. Council is asked to approve the purchase of Valve, Controls, and Pump Replacement Parts, Services, Maintenance, and Repairs for the Lake Murray and Metro Wastewater Treatment Plants, as requested by Columbia Water. Award to Heyward-Charlotte, as a Sole Source in the amount of \$100,778.54. This vendor is located in Charlotte, NC.



We Are Columbia

COLUMBIA CITY COUNCIL MEETING AGENDA TUESDAY, NOVEMBER 10, 2020

Funding Source: Utilities Metro Wastewater Plant - Maintenance and Service Contract (5516208-638200) \$40,000.00; Utilities Lake Murray Wastewater Plant - Equipment Repair/Service Supply (5516207-631800) \$25,808.54; Utilities Metro Wastewater Plant - Small Hand Tools/Other Equipment (5516208-623100) \$55,000.00. The original budget amount is \$120,808.54.

9. Council is asked to approve the purchase of Caterpillar Parts, Maintenance, Warranty and Extended Service Coverage for all CAT Branded Generators/Engines for the Metro Wastewater Treatment Plant, as requested by Columbia Water. Award to Blanchard Machinery, as a Sole Source in an amount not to exceed \$125,000.00. This vendor is located in West Columbia, SC.

Funding Source: Utilities Metro Wastewater Plant - Maintenance and Service Contract (5516208-632800); Equipment Repair/Service Supply (5516208-631800). The original budget amount is \$125,000.00.

10. Council is asked to approve an Agreement for Project WM4547; Bitternut Booster Pump Station Improvements, as requested by Columbia Water. Award to AECOM Technical Services, Inc. in the amount of \$136,315.00. The firm is located in Columbia, SC.

Funding Source: Water and Sewer Capital Projects, Capital Project Costs (5529999-WM454702-658650). The original budget amount is \$136,315.00.

This is a Mentor Protégé Program Project. AECOM Technical Services, Inc. is the mentor and will provide design, construction administration, permitting, site survey, geotechnical services, and coordinate sub-consulting services at 75.63% (\$103,095.00) of the total contract amount. Atlantic South Consulting, a Minority Business Enterprise of Charleston, SC, is the protégé and will provide preliminary engineering design, quality reviews of all work, construction administration, and observation services at 24.37% (\$33,220.00) of the total contract amount.

11. Council is asked to approve contract amendments to modify the term of the Indefinite Delivery Contracts for Project DR4241; Water and Wastewater Flood Engineering Services, as requested by Columbia Water. The contract amounts for each firm is \$750,000.00. AECOM Technical Services and Black and Veatch Corporation are located in Columbia, SC.

Funding Source: FEMA Engineering Services/2015 October Flood Recovery (2539999-638400). The original budget amount for both contracts is \$750,000.00.

The original total period of performance for the Indefinite Delivery Contract (IDC) was a base period of two years with an option to extend one additional 12-month period. The request is to modify the term for a base period of three years with the option to extend the contract for two 12-month option periods. The first of the two 12-month option periods in each contract is from September 1, 2020 - August 31, 2021.



COLUMBIA CITY COUNCIL MEETING AGENDA TUESDAY, NOVEMBER 10, 2020

12. Resolution No.: R-2020-094 Authorizing consumption of beer and wine only at Soda City Main Street Holiday Market within the Biergarten Area only on Friday, November 27, Saturday, November 28 and Sunday, November 29, 2020

ZONING/PLANNING MATTERS - FIRST READING

13. 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 – *The public hearing was held on September 15, 2020. First reading consideration was deferred on September 15, 2020 and October 20, 2020.*

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 - SECOND READING

14. 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

15. Resolution No.: R-2020-095 Authorizing Construction and Improvements by the South Carolina Department of Transportation (SCDOT) of Interstate 26 and associated Ramps for the Carolina Crossroads, Phase I – Colonial Life Boulevard at I-127 Interchange Design-Build Project



**COLUMBIA CITY COUNCIL MEETING AGENDA
TUESDAY, NOVEMBER 10, 2020**

16. Resolution No.: R-2020-101 Authorizing the City Manager to execute an Incentive Agreement between “Project Sunshine” or “Project Sunshine 2020”, Richland County, South Carolina, the South Carolina Department of Commerce, the South Carolina Coordinating Council for Economic Development, the City of Columbia, and South Carolina Department of Commerce, Division of Public Railways d/b/a Palmetto Railways

OTHER MATTERS

17. Council is asked to approve the Destruction of 1,362 Narcotics and Paraphernalia, as requested by the Columbia Police Department's Evidence and Property Unit.
18. Council is asked to approve the installation of a 4-way stop at Whaley Street and Sumter Street, as requested by the Public Works Department.

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

19. Council is asked to approve a four-way stop at the intersection of West Confederate Avenue and Clark Street, as requested by the Public Works Department.

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

CITY COUNCIL COMMITTEE REPORTS/REFERRALS

20. Council is asked to refer the naming of the park at Bull Street to the Administrative Policy Committee, as requested by Administration.

PUBLIC INPUT

EXECUTIVE SESSION

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

COVID-19

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

Jones v. City of Columbia

Campbell v. The South Carolina Department of Transportation and the City of Columbia

Strom v. City of Columbia



We Are Columbia

**COLUMBIA CITY COUNCIL MEETING AGENDA
TUESDAY, NOVEMBER 10, 2020**

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

Whitewater/Finlay Park

Public Art

Columbia City of Women Art Sculpture

Segra Naming Rights

24. 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)

Sports Park Feasibility Study

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

Municipal Court

ADJOURNMENT



We Are Columbia

MEETING DATE: November 10, 2020

DEPARTMENT: City Clerk

FROM: *Erika Hammond, City Clerk*

SUBJECT: Council is asked to approve the July 21, 2020, August 4, 2020, August 18, 2020, August 27, 2020, and September 1, 2020 Council Meeting Minutes.

FUNDING SOURCE & ORIGINAL BUDGET:

ATTACHMENTS:

- MN_07_21_2020 (DOCX)
- MN_08_04_2020 (PDF)
- MN_08_18_2020 (PDF)
- MN_08_27_2020 (PDF)
- MN_09_01_2020 (PDF)



We Are Columbia

COLUMBIA CITY COUNCIL MEETING MINUTES TUESDAY, JULY 21, 2020

The Columbia City Council conducted a virtual meeting on Tuesday, July 21, 2020 using video conferencing technology. The Honorable Mayor Stephen K. Benjamin called the meeting to order at 2:08 p.m. and the following members of Council were present: The Honorable Sam Davis, 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. The Honorable Tameika Isaac Devine joined the meeting at 3:16 p.m. 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. The minutes are numbered to coincide with the order of the meeting.

INVOCATION

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

ADOPTION OF THE AGENDA

Councilor Davis said I am concerned with the lack of participation of African American minorities and other minorities of color on the agenda. We are looking at a grand total of \$62 million. I can only identify two minority protégés. I do not think we are at the standard to meet our goal. I would like to get clarity on minority participation. We need to figure out a way to get more small businesses or protégés involved with our contracts.

Ms. Teresa Wilson, City Manager said the agenda includes many water and sewer projects. Several of the contracts are protégé only. I can assure you that the percentages for every water and sewer project, except for one, have met the goal of 20% minority participation. There are goals we meet with every mentor protégé program item. The East Rocky Branch item is the only one that is not meeting the participation goal due to capacity assurance issues and pricing concerns. Minorities of color do have opportunities with the Office of Business Opportunities and Economic Development, who help prepare them for the type of work we offer and their availability to do the work. I agree to keep pushing the envelope on ways to improve minority participation in certain fields, particularly in water and sewer.

Councilor Rickenmann said we need to pull the subcommittee together and dig through all the opportunities available. They all don't have to be big projects, there is a lot of money being spent in Columbia. There are opportunities for small businesses, minority and women owned. I do think there are challenges with the CDBE program but we need to also push more participation.

Attachment: MN_07_21_2020 (6290 : Approval of Minutes)



COLUMBIA CITY COUNCIL MEETING MINUTES TUESDAY, JULY 21, 2020

Councilor McDowell asked what is the role of the Office of Business Opportunities (OBO) in the participation of minority businesses.

Ms. Teresa Wilson, City Manager said Procurement, OBO, and Columbia Water are involved in all the projects. They decide on when to bid, what goals we set, and what programs are applicable. With our CDBE goals, OBO initiates through a formula the availability of small minority women owned businesses. This tracks who is available to participate and the percentages. Then that information is sent to the Assistant City Manager to review and then sent to me to sign off on. We have to look at the bigger picture of building capacity of minorities of color in certain disciplines that we need for water and sewer.

Mayor Benjamin said lets gets the Economic Development Committee together and get a full briefing on the interdepartmental work that is happening with the Small Business Advisory Council. We need to continue to build capacity, particularly with water and sewer where we spend the vast majority of our contractual resources. We need to get more involved in the entire process and get more assistance to meet the needs. I also want to focus on local business participation.

Upon a motion made by Mr. Duvall and seconded by Mr. Rickenmann, Council voted unanimously to adopt the agenda as amended to reduce the contract amount of Item 5 to \$697,372.97.

APPROVAL OF MINUTES

1. Council is asked to approve the April 21, 2020 and May 7, 2020 City Council Meeting Minutes.

Upon a motion made by Mr. McDowell and seconded by Mr. Duvall, Council voted unanimously to approve the April 21, 2020 and May 7, 2020 City 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 Director*

Mayor Benjamin said since our last meeting we had 1,100 deaths and 71,000 confirmed cases in South Carolina. I want to thank our City of Columbia team for our forward thinking response backed by good public data and science. We are working to keep our people safe through the mask ordinance. We will keep working on this public health crisis so our economy can rebound, our children can go back to school, and we can start seeing some normalcy.



We Are Columbia

COLUMBIA CITY COUNCIL MEETING MINUTES TUESDAY, JULY 21, 2020

Mr. Harry Tinsley, Emergency Management Director said in South Carolina we had over 638,000 total tests reported. Over 546,000 were negative and the rest were positive. Currently, there are 71,000 positive tests statewide. Unfortunately, we had over 1,147 confirmed deaths due to COVID-19 in the state. As of July 15, hospital bed utilization capacity in the state was 72.96%. In Richland County, there are 6,117 confirmed total positive cases and 109 deaths. Out of those cases, 1,805 cases are within the City limits. Currently, 417 employees have been affected either by quarantine, self-isolation, or testing. Out of those employees 45 have tested positive for COVID-19. Our fulfillment center continues to process requests for PPE and has sufficient supplies in stock. A high degree of compliance for the mask ordinance has been observed. We have distributed over 15,000 protective masks to our citizens. We have completed 46 risk assessments of city facilities and 178 preventive cleanings have been conducted by the Safety and Risk Management Department. Support Services has constructed over 1,000 protective barriers. We have installed over 230 signs and other social distance mitigations. The Safety and Risk Management Department continues to provide guidance and sanitization on a daily basis. We continue to highlight through social media our different campaigns from Resilient Columbia, Mask-Up, and testing information.

CONSENT AGENDA ITEMS 3 THROUGH 28

Upon a single motion made by Mr. Rickenmann and seconded by Mayor Benjamin, Council voted unanimously to approve **Consent Agenda Items 3 through 28**.

3. Council is asked to approve Pressure Washing Services for the City of Columbia Parking Garages, as requested by the Parking Services Division. Award to Pressure Pros, Inc. in an amount not to exceed \$65,970.00. This firm is located in Ballentine, SC. – *Approved*

Funding Source: Parking PJ Canon Deck-Building Maintenance & Repair (5313114-638100) \$9,000.00; Parking Park Street Deck-Building Maintenance & Repair (5313109-638100) \$10,395.00; Parking Washington Street Deck-Building Maintenance & Repair (5313108-638100) \$8,910.00; Parking Taylor Street Deck-Building Maintenance & Repair (5313107-638100) \$7,290.00; Parking Sumter Street Deck (5313106-638100) \$9,675.00; Parking Arsenal Hill Deck-Building Maintenance & Repair (5313103-638100) \$3,600.00; Parking Lady Street Deck-Building Maintenance & Repair (5313104-638100) \$17,100.00. The original budget amount is \$151,795.00.

4. Council is asked to approve the First Amendment to Contract for Processing and Marketing Recyclable Materials, as requested by Columbia Water. Award to Sonoco Recycling, LLC in the amount of \$500,000. This firm is located in Columbia, SC. – *Approved*

Funding Source: Solid Waste Recycling (1014407-631900). The original budget amount is \$200,000. This amendment reflects new contract rates for recycling tonnage.

Attachment: MN_07_21_2020 (6290 : Approval of Minutes)



We Are Columbia

**COLUMBIA CITY COUNCIL MEETING MINUTES
TUESDAY, JULY 21, 2020**

5. Council is asked to approve the Microsoft Enterprise Software Services Agreement for August 1, 2020 through July 31, 2021, as requested by the Information Technology Services Department. Award to SHI International, using the SC State Contract in the amount of \$697,372.97. This firm is located in Piscataway, VA. – *Approved*

Funding Source: Information Technology - Maintenance & Service Contract (1011120-638200). The original budget amount \$772,886.62. This is the first installment of the three-year agreement.

6. Council is asked to approve a Memorandum of Agreement for In-Contract Utility Relocation for SCDOT Project P027662; City of Columbia Water Line Relocation due to Construction and Improvements along a segment of I-26 between MP 85 Broad River Road and MP 101 HWY 202, as requested by Columbia Water. – *Approved*

Funding Source: SCDOT will bear all costs related to the project. The original budget amount is \$5,726,132.

7. Council is asked to approve a Memorandum of Agreement for In-Contract Utility Relocation for SCDOT Project P030244; City of Columbia Water Line Relocation due to Construction and Improvements along Farrow Road and North Brickyard Road, as requested by Columbia Water. – *Approved*

Funding Source: Water Improvements Fund from FY 19/20 CIP Utility Conflicts (WM335520) and Unforeseen Projects(WM432320). The original budget amount is \$935,950.00. The City's portion is \$883,950 and SCDOT's portion is \$52,000.

8. Council is asked to approve a Contract for the Germany Street Resurfacing Project from Waites Road to Barhamville Road, as requested by Public Works. Award to Palmetto Corp of Conway in an amount not to exceed \$69,081.10, which includes contingency. This firm is located in Conway, SC. – *Approved*

Funding Source: Street Resurfacing Capital Project (407999-658650). CTC grant funds are being used for reimbursement of the project costs. The original budget amount is \$272,653.13.

Palmetto Corp of Conway SC will be providing resurfacing services at 89.5% (\$56,216.00) of the contract value. Carolina Pavement Markings, Inc., a Minority Business Enterprise (W) of Conway, SC will be providing pavement markings at 10.5% (\$6,585.00) of the total contract value.

9. Council is asked to approve the renewal of Annual Repair Materials for the Water Distribution Division, as requested by Columbia Water. Award to the lowest responsive and responsible bidders of each lot in the total amount of \$684,366.84. – *Approved*

Attachment: MN_07_21_2020 (6290 : Approval of Minutes)



We Are Columbia

COLUMBIA CITY COUNCIL MEETING MINUTES TUESDAY, JULY 21, 2020

Funding Source: Utilities Water Distribution & Maintenance - Pipe, Fittings, Hydrants, etc. (5516203-625700). The original budget amount is \$684,366.84. The initial contract term expired June 30, 2020. This is year one (1) of the optional two (2) year renewal periods.

Lots	Vendors / Locations	Amounts
1,2,4,6,9-13,17-20 and 22-24	Core & Main LP/ Saint Louis, MO	\$430,886.01
15,16, and 25	Fortiline, Inc./ Columbia, SC	\$ 84,537.00
5 and 14	Ferguson Enterprises/ Elgin, SC	\$ 28,241.90
3,7,8, and 21	Hayes Pipe Supply/ Nashville, TN	\$ 90,008.08
SC Sales Tax		\$ 50,693.85
	Total	\$684,366.84

10. Council is asked to approve the renewal of Annual Repair Materials for the Wastewater Maintenance Division, as requested by Columbia Water. Award to the lowest responsive and responsible bidder of each lot in the total amount of \$194,124.02. – *Approved*

Funding Source: Utilities Wastewater & Maintenance - Pipe, Fittings, Hydrants, etc. (5516205-625700). The original budget amount is \$300,000.00. The initial contract term expired June 30, 2020 with an option to renew for 2 additional 1 year terms.

Lots	Vendors / Locations	Amounts
1,2,4,7, and 8	Core & Main LP/ Saint Louis, MO	\$ 67,590.52
5 and 6	Fortiline, Inc./ Columbia, SC	\$ 4,591.80
3,9,10, and 11	Ferguson Enterprises/ Elgin, SC	\$ 107,562.14
SC Sales Tax		\$ 14,379.56
	Total	\$ 194,124.02

11. Council is asked to approve Water and Wastewater Chemicals for the Columbia Canal Water Treatment Plant, Lake Murray Water Treatment Plant, and Metro Wastewater Treatment Plant, as requested by Columbia Water. Award to various vendors in the total amount of \$5,920,015.00. – *Approved*

Funding Source: Utilities Columbia Canal WTP - Chemicals (5516206-624800) \$1,792,565.00; Utilities Lake Murray WTP -Chemicals (5516207-624800) \$2,294,950.00; Utilities Metro Wastewater Plant - Chemicals (5516208-624800) \$1,832,500.00. The original budget amount is \$5,920,015.00. This is year two (2) of the two-year contract period. The initial contract period ends June 30, 2021.

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We Are Columbia

**COLUMBIA CITY COUNCIL MEETING MINUTES
TUESDAY, JULY 21, 2020**

Columbia Canal Water Treatment Plant		
Vendor/Location	Description	Requested Amount
Cabot Purification - Marshall, TX	Activated Carbon (Powdered)	\$320,000.00
JCI Jones Chemicals - Sarasota, FL	Chlorine	\$155,700.00
Univar USA Inc. - Downers Grove, IL	Fluoride/Fluorosilicic Acid/Liquid	\$ 68,400.00
Tanner Industries, Inc. - Southampton, PA	Anhydrous Ammonia	\$ 86,400.00
Chemtrade Chemicals US, LLC - Parsippany, NJ	Aluminum Sulfate	\$448,500.00
Univar USA Inc. - Downers Grove, IL	Sodium Hydroxide/Caustic	\$ 71,100.00
Polytec, Inc. - Mooresville, NC	Liquid Lime (Calcium Hydroxide)	\$160,000.00
International Dioxide - North Kingstown, RI	Sodium Chlorite	\$399,375.00
Carus, LLC - Peru, IL	Blended Phosphate/ Corrosion Inhibitor	\$ 56,210.00
Polydyne, Inc. - Riceboro, GA	Liquid Polymer	\$ 26,880.00
Total: \$1,792,545.00		

Lake Murray Water Treatment Plant		
Vendor/Location	Description	Requested Amount
Cabot Purification - Marshall, TX	Activated Carbon (Powdered)	\$960,000.00
JCI Jones Chemicals - Sarasota, FL	Chlorine	\$155,700.00
Univar USA Inc. - Downers Grove, IL	Fluoride/Fluorosilicic Acid/Liquid	\$ 72,000.00
Tanner Industries, Inc. - Southampton, PA	Anhydrous Ammonia	\$ 74,880.00
Chemtrade Chemicals US, LLC - Parsippany, NJ	Aluminum Sulfate	\$508,300.00

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We Are Columbia

**COLUMBIA CITY COUNCIL MEETING MINUTES
TUESDAY, JULY 21, 2020**

Univar USA Inc. - Downers Grove, IL	Sodium Hydroxide/Caustic	\$106,650.00
Polytec, Inc. - Mooresville, NC	Liquid Lime (Calcium Hydroxide)	\$224,000.00
Carus, LLC - Peru, IL	Blended Phosphate /Corrosion Inhibitor	\$100,100.00
Polydyne, Inc. - Riceboro, GA	Liquid Polymer	\$ 29,120.00
Southern States Chemical, Inc. - Savannah, GA	Liquid Sulfuric Acid 78%	\$ 64,200.00
Total: \$ 2,294,950.00		

Metro Wastewater Treatment Plant		
Vendor/Location	Description	Requested Amount
JCI Jones Chemicals - Sarasota, FL	Sodium Hypochlorite, 12% or 15%	\$672,500.00
Southern Ionics, Inc. - West Point, MS	Sodium Bisulfite	\$310,000.00
Polydyne, Inc. - Riceboro, GA	Liquid Polymer	\$850,000.00
Total: \$1,832,500.00		

12. Council is asked to approve an Agreement for Project SS7554; Harbison #4 Pump Station Improvements and Force Main Replacement Project, as requested by Columbia Water. Award to Constantine Engineering, Inc. in the amount of \$70,400.00. The firm is located in Columbia, SC. – *Approved*

Funding Source: Water and Sewer Capital Projects Harbison #4 Pump Station and Force Main (5529999-SS755401-658650). The original budget amount is \$70,400.00.

This is a Mentor Protégé Program Project. Constantine Engineering, Inc. of Columbia, SC is the Mentor and will provide project management services at 75.3% (\$53,020.00) of the total contract amount. Rohadfox Construction Control Services Corp., a Minority Business Enterprise of Columbia, SC, is the Protégé and will assist the project manager with the preliminary engineering report at 20% (\$14,080.00) of the total contract amount.

The following subconsultant will provide additional services:

Steadman & Associates of Columbia, SC will provide surveying services at 4.7% (\$3,300.00) of the total contract amount.

Attachment: MN_07_21_2020 (6290 : Approval of Minutes)



**COLUMBIA CITY COUNCIL MEETING MINUTES
TUESDAY, JULY 21, 2020**

13. Council is asked to approve Construction Change Order #1 for Project WM4522; Citywide Water Main Repairs Lot #2, as requested by Columbia Water. Award to North American Pipeline Management, Inc. in the amount of \$75,096.10. This firm is located in Marietta, GA. – *Approved*

Funding Source: Engineering - Water System Improvements Special Projects (5516220-638500). The original budget amount for this change order is \$75,096.10. The total revised contract amount is \$438,622.45.

This is a Mentor Protégé Program project. North American Pipeline Management, Inc. of Marietta, GA is the mentor and will be performing pipe work, trucking and restoration services at 79.9% (\$350,386.01) of the total contract value. Southern Roots Landscape Management, Inc., a Local Business Enterprise of Columbia, SC, is the protégé and will be performing water line construction at 20.1% (\$88,236.44) of the total contract value.

14. Council is asked to approve the purchase of a New Holland Cab Tractor with HVAC for the Wastewater Maintenance Division, as requested by the Fleet Services Division. Award to Blanchard Machinery using the SC State Contract in the amount of \$83,095.20. This vendor is located in Columbia, SC. – *Approved*

Funding Source: Utilities Wastewater Maintenance Machinery Equipment - Capital (5516205-658300). The original budget amount is \$83,095.20.

15. Council is asked to approve an Agreement for Project SS7546; Mallard Pointe Force Main Replacement, as requested by Columbia Water. Award to Chao and Associates, Inc. in the amount of \$99,135.00. The firm is located in Columbia, SC. – *Approved*

Funding Source: Water and Sewer Capital Projects Mallard Pointe Force Main Replacement (5529999-SS754601-658650). The original budget amount is \$99,135.00.

This is a Mentor Protégé Program Protégé Only Project. Chao and Associates, a Minority Business Enterprise of Columbia, SC., is the Protégé and will provide technical consulting, engineering, design, permitting, and construction administration services at 100% (\$99,135.00) of the total contract.

16. Council is asked to approve an Agreement for Project SS7547; Yacht Cove Force Main Replacement Project, as requested by Columbia Water. Award to DESA, Inc. in the amount of \$104,200.00. The firm is located in Columbia, SC. – *Approved*

Funding Source: Water and Sewer Capital Projects Yacht Cove Force Main Replacement (5529999-SS754701-658650). The original budget amount is \$104,200.00.

Attachment: MN_07_21_2020 (6290 : Approval of Minutes)



COLUMBIA CITY COUNCIL MEETING MINUTES TUESDAY, JULY 21, 2020

This is a Mentor Protégé Program Protégé Only Project. DESA, Inc., a Minority Business Enterprise (W) of Columbia, SC, is the Protégé and will provide design, permitting, and construction administration services at 90.4% (\$94,210.00) of the contract value.

The following subconsultant will provide additional services:

Chao Engineering, Inc., a Minority Business Enterprise of Columbia, SC, will provide surveying services at 9.6% (\$9,990.00) of the contract value.

17. Council is asked to approve Construction Change Order# 12 for Project SS7253; Metro Wastewater Treatment Plant Anaerobic Digester Rehabilitation, as requested by Columbia Water. Award to M.B. Kahn Construction Co. Inc., a Local Business Enterprise, in the amount of \$102,519.71. This firm is located in Columbia, SC. – *Approved*

Funding Source: Water & Sewer Capital Projects; Digester 1-5 Improvements at MWWTP (5529999-SS725302-658650). The original budget amount for this change order is \$102,519.71. The total revised contract amount is \$22,441,666.29.

This is a Subcontractor Outreach Program project. The contract has subcontractor services provided at 26.1% (\$5,860,677.00) of the total revised contract value.

18. Council is asked to approve an Agreement for Project SS7548; Shady Lane Force Main Replacement, as requested by Columbia Water. Award to 4D Engineering in the amount of \$119,515.00. The firm is located in Lexington, SC. – *Approved*

Funding Source: Water and Sewer Capital Projects Shady Lane Force Main Replacement (5529999-SS754801-658650). The original budget amount is \$119,515.00.

This is a Mentor Protégé Program Protégé Only Project. 4D Engineering, a Minority Business Enterprise (W) of Lexington, SC, is the Protégé and will provide project management, design, permitting, construction services, and project closeout at 90.5% (\$108,215.00) of the contract value.

The following subconsultant will provide additional services:

GEL Engineering of Lexington, SC will provide surveying services at 9.5% (\$11,300.00) of the contract value.

Attachment: MN_07_21_2020 (6290 : Approval of Minutes)



**COLUMBIA CITY COUNCIL MEETING MINUTES
TUESDAY, JULY 21, 2020**

19. Council is asked to approve an Agreement for Project SS7549; Woodlands Force Main Replacement, as requested by Columbia Water. Award to Highfill Infrastructure Engineering, PC in the amount of \$182,050.00. The firm is located in Columbia, SC. – *Approved*

Funding Source: Water and Sewer Capital Projects Woodlands Force Main Replacement (5529999-SS7524901-658650). The original budget amount is \$182,050.00.

This is a Mentor Protégé Program Protégé Only Project. Highfill Infrastructure Engineering, PC of Columbia, SC is the Protégé and will provide project management, design, permitting, construction administration services, and project closeout at 77.3% (\$140,650.00) of the contract value.

The following subconsultants will provide additional services:

Civil Engineering Consulting Services, Inc., a Minority Business Enterprise (W) of Columbia, SC, will provide subsurface utility engineering services at 8.2% (\$14,950.00) of the contract value.

S&ME, Inc. of Columbia, SC will provide geotechnical services at 5.2% (\$9,500.00) of the contract value.

Summit Engineering Group, Inc. of Columbia, SC will provide surveying services at 9.3% (\$16,950.00) of the contract value.

20. Council is asked to approve Contract Amendment #4 for Project SS7462; Investigation of the Crockett Road, Atlas Road, and Versch Lock Lift Stations, as requested by Columbia Water. Award to Constantine Engineering, Inc., in the amount of \$289,454.00. This firm is located in Columbia, SC. – *Approved*

Funding Source: Water & Sewer Capital Projects, Crockett, Atlas, Versch Lift Stations (5529999-SS746201-658650) & (5529999-SS738420-658650). The original budget amount for this amendment is \$289,454.00. The total revised contract amount is \$351,954.00.

This is a Mentor Protégé Program Project. Constantine Engineering, Inc. of Columbia, SC is the Mentor and will provide final design and construction services at 66.0% (\$191,163.00) of the amendment amount of \$289,454.00. Rohadfox Construction Control Services, a Minority Business Enterprise of Columbia, SC, is the Protégé and will assist with design and construction administration services at 20.0% (\$57,891.00) of the amendment amount.

The following Subcontractors will provide additional services:

Steadman & Associates of Columbia, SC will provide surveying and preparation of easement plats at 3.3% (\$9,500.00) of the amendment amount.

Howard Engineering of Marietta, SC will provide electrical design services at 4.2% (\$12,200.00) of the amendment amount.



We Are Columbia

COLUMBIA CITY COUNCIL MEETING MINUTES TUESDAY, JULY 21, 2020

Terracon Consultants of Greenville, SC will provide geotechnical services, including soil borings and wetland permitting services at 4.8% (\$13,900.00) of the amendment amount.

K&P Engineering of Lexington, SC will provide structural design services at 1.7% (\$4,800.00) of the amendment amount.

21. Council is asked to approve Contract for Project SS750603; Gills Creek at Devine Street Sanitary Sewer Replacement. Award to Hammerhead Utilities, LLC in an amount not to exceed \$921,518.40, which includes contingency. This firm is located in Columbia, SC. – *Approved*

Funding Source: 2015 Flood Recovery / FEMA Grant Control (2539999-SS750603-638400). The original budget amount is \$1,000,000.00.

This is a FEMA project for 2015 Flood Recovery.

Hammerhead Utilities, LLC of Columbia is the prime contractor and will be performing sanitary sewer replacement at 76.7% (\$642,244.00) of the total contract value.

The following subcontractors will be providing the following services:

Hammer Construction, a Minority Business Enterprise (W) of Columbia, SC, will be providing concrete placement and restoration at 3.8% (\$32,000.00) of the total contract value.

Sandlapper Surveying of Gilbert, SC will be providing surveying at 0.4% (\$3,500.00) of the total contract value.

Xylem Inc. of Summerville, SC will be providing bypass pumping at 19.1% (\$160,000.00) of the total contract value.

22. Council is asked to approve an Agreement for Project SS7535; Olympia Sanitary Sewer Rehabilitation & Relocation Project, as requested by Columbia Water. Award to Michael Baker International, Inc. in the amount of \$1,082,895.00. This firm is located in Columbia, SC. – *Approved*

Funding Source: Water & Sewer Capital Projects Olympia Sewer Rehab/Reloc (5529999-SS753501-658650). The original budget amount is \$1,082,895.00.

This is a Mentor Protégé Program Project. Michael Baker International, Inc. of Columbia, SC is the Mentor and will provide project administration, field reconnaissance, survey, mapping, and construction administration services at 51.6% (\$558,394.00) of the contract value. Highfill Infrastructure Engineering, PC of Lexington, SC is the Protégé and will provide engineering services at 20.0% (\$216,896.00) of the contract value.

Attachment: MN_07_21_2020 (6290 : Approval of Minutes)



We Are Columbia

COLUMBIA CITY COUNCIL MEETING MINUTES TUESDAY, JULY 21, 2020

The following subconsultants will provide additional services:

Case Consulting, a Minority Business Enterprise of West Columbia, SC, will provide construction and project administration services at 2.0% (\$21,450.00) of the contract value.

GEL Solutions, LLC, of Charleston, SC will provide subsurface utility engineering services at 6.6% (\$71,000.00) of the contract value.

Hydrostructures of Cayce, SC will provide closed circuit television and sanitary sewer evaluation survey at 2.3% (\$25,000.00) of the contract value.

F&ME Consultants, LLC of Columbia, SC will provide geotechnical services at 7% (\$75,405.00) of the contract value.

Steadman & Associates of Columbia, SC will provide surveying services at 10.6% (\$114,750.00) of the contract value.

23. Council is asked to approve an Agreement for Project WM3925; Rosewood Area Water System Improvements, as requested by Columbia Water. Award to Hussey Gay Bell in the amount of \$1,685,000.00. The firm is located in Columbia, SC. – *Approved*

Funding Source: Water & Sewer Capital Projects Rosewood Area Waterline Replacement (5529999-WM392501-658650). The original budget amount is \$1,685,000.00.

This is a Mentor Protégé Program Project. Hussey Gay Bell of Columbia, SC is the Mentor and will provide survey, design, permitting, construction administration, and observation at 69.7% (\$1,173,900.00) of the contract value. 4D Engineering, a Minority Business Enterprise (W) of Lexington, SC, is the Protégé and will provide design support at 20% (\$337,000.00) of the contract value.

The following subconsultant will provide additional services:

Civil Engineering Consulting Services, Inc., a Minority Business Enterprise (W) of Columbia, SC, will provide subsurface utility engineering services at 10.3% (\$174,100.00) of the contract value.

24. Council is asked to approve Contract Amendment #3 for Project SD832502; Shandon Drainage Study Phase II, as requested by Columbia Water. Award to Cox & Dinkins in the amount of \$2,304,740.00. This firm is located in Columbia, SC. – *Approved*

Funding Source: Stormwater Improvement Capital Project Control Shandon Phase 2 (5549999-SD832502-658650). The original budget amount for this contract amendment is \$2,304,740.00. The total revised contract amount is \$2,685,060.00.

Attachment: MN_07_21_2020 (6290 : Approval of Minutes)



We Are Columbia

COLUMBIA CITY COUNCIL MEETING MINUTES TUESDAY, JULY 21, 2020

This is a Mentor Protégé Program Project. Cox and Dinkins of Columbia, SC is the Mentor and will provide the final design, bidding, award administration, and construction administration for the improvements proposed in the Shandon Drainage Study Phase II at 67.0% (\$1,543,728.00) of the amendment amount. PCEG, LLC, a Minority Business Enterprise (W) of Irmo, SC, is the Protégé and will provide engineering, design, and construction administration services at 23.3% (\$537,012.00) of the requested amendment amount.

The following subcontractors will provide additional services:

F&ME Consultants of Columbia SC will provide geotechnical engineering services at 2.4 (\$55,000.00) of the amendment amount.

LCK, LLC of Columbia, SC will provide cost estimating services at 1.4% (\$32,000.00) of the amendment amount.

Survey and Mapping, LLC of Columbia, SC will provide subsurface utility engineering at 3.5% (\$80,000.00) of the amendment amount.

PCS, LLC, a Minority Business Enterprise (W) of Columbia, SC, will provide Certified Erosion Prevention Sediment Control Inspector (CEPSCI) / Stormwater Pollution Prevention Plan (SWPP) services at 0.9% (\$20,000.00) of the amendment amount.

Pace Engineering, LLC of Columbia, SC will provide FEMA permitting services at 1.0% (\$22,000.00) of the amendment amount.

JMT of West Columbia, SC will provide FEMA permitting at 0.7% (15,000.00) of the amendment amount.

25. Council is asked to approve a Contract for Project SS736301; Smith Branch Sewer/Sub Basin 03 Sewer System Evaluation Study and Rehabilitation, as requested by Columbia Water. Award to North American Pipeline Management (NAPM), Inc. in an amount not to exceed \$8,018,967.00, which includes contingency. This firm is located in Greenville, SC.
– Approved

Funding Source: Water and Sewer Capital Projects, Capital Project Costs (5529999-SS736301-658650). The original budget amount is \$8,565,579.00.

This is a Local Business Enterprise (LBE) and a Columbia Disadvantaged Business Enterprise (CDBE) project. The CDBE goal for this project is 20%. NAPM will be performing sewer rehab work at 56% (\$4,124,183.00) of the total contract value.

The following subcontractors will be providing the following services:

L.A. Barrier & Son, a CDBE and Minority Business Enterprise (W) of Lexington, SC will be providing trucking, asphalt, and flowable fill at 20% (\$1,426,514.00) of the total contract value.

Attachment: MN_07_21_2020 (6290 : Approval of Minutes)



We Are Columbia

**COLUMBIA CITY COUNCIL MEETING MINUTES
TUESDAY, JULY 21, 2020**

Granite Inliner of Tucker, GA will be providing CIPP lining at 15% (\$1,062,581.00) of the total contract value.

BLD Services of Kenner, LA will be providing CIPP Point Repairs and Lateral CIPP at 6% (\$448,150.00) of the total contract value.

Culy Contracting of Winchester, IN will be providing Manhole Rehab at 3% (\$228,542.00) of the total contract value.

26. Council is asked to approve a Contract for Project SS733702; East Rocky Branch Sanitary Sewer Improvements Phase II, as requested by Columbia Water. Award to S. J. Louis Construction Co., Inc. in an amount not to exceed \$17,839,800.00, which includes contingency. This firm is located in Rockville, MN. – *Approved*

Funding Source: CIP Improvement Fund / Water and Sewer Capital Project (5529999-SS733702-658650). Additional funding is coming from Unforeseen and Miscellaneous Projects (5529999-SS728801-658650) in the amount of \$438,152.00. The original budget amount is \$17,401,648.00.

S. J. Louis Construction Co., Inc., the prime contractor, will be performing sanitary sewer improvements at 95.7% (\$15,524,000.00) of the total contract value. This project was bid as a Columbia Disadvantaged Business Enterprise program project. Due to the urgency of the project as a result of regulatory compliance, the City Manager does not recommend applying the CDBE goals.

The following subcontractors will be providing the following services:

L.A. Barrier & Sons, Inc. of Lexington, SC, a Minority Business Enterprise (W), will be providing hauling/disposal services at 4.0% (\$650,000.00) of the total contract value.

Asphalt Paving & Maintenance Co., Inc. of West Columbia, SC will be providing asphalt services at 0.3% (\$44,000.00) of the total contract value.

27. 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 - *First reading approval was given on June 16, 2020 – Approved on second reading.*

Attachment: MN_07_21_2020 (6290 : Approval of Minutes)



We Are Columbia

**COLUMBIA CITY COUNCIL MEETING MINUTES
TUESDAY, JULY 21, 2020**

28. 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 - *First reading approval was given on June 16, 2020 – Approved on second reading.*

ORDINANCES - SECOND READING

29. 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 - *First reading approval was given on June 16, 2020 – Approved on second reading.*

Councilor Rickenmann said I never received a list of what the funds are going to be used for. I want to make sure we are covered and not responsible for other expenses in the future.

Ms. Missy Gentry, Assistant City Manager of Development said the expenses will be used to cover the ongoing operations of Segra Park, including utility bills, maintenance of the field, and other operational expenses. They will only use them if needed and will provide invoices for any expenses requested. These funds are restricted to Segra Park and not available for the City to use elsewhere. The City Capital Fund was set up as part of the venue license agreement. It was always intended that the funds will be set aside into an account to be used for the maintenance of the facility with the understanding that ongoing utility bills would not fall into that category during normal operations. The funds they are asking to access will not be used to support any activities. They will replenish those funds whether in lump sum amounts or at the time maintenance is needed in the facility.

Councilor Brennan asked what is the timeframe for the repayment.

Ms. Missy Gentry, Assistant City Manager of Development said it is over the term of the agreement. Their revenue is composed 90% from baseball. If baseball does not return in the 2021 season, their position will be more difficult. They are looking at making adjustments and working with the Minor League. If the pandemic had not happened, the funding would sit there and continue

Attachment: MN_07_21_2020 (6290 : Approval of Minutes)



**COLUMBIA CITY COUNCIL MEETING MINUTES
TUESDAY, JULY 21, 2020**

to increase. They will be returning the funds but we don't know what the situation will look like in the future.

Upon a motion made by Mr. Duvall and seconded by Mayor Benjamin, Council voted [5 to 1] to give second 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. McDowell, Mr. Duvall, Mr. Davis, and Mayor Benjamin voted aye. Mr. Rickenmann voted nay.

ORDINANCES - FIRST READING

30. Ordinance No.: 2020-049 Granting an encroachment to 401 Heyward Street, LLC for the use of the right of way area of the 400 and 500 blocks of Heyward Street for the installation and maintenance of landscaping and irrigation adjacent to 401, 425, 501, and 525 Heyward Street, Richland County TMS#08816-12-13, 08816-12-14, 08816-13-14, and 08816-13-15 – *Approved on first reading.*

Upon a motion made by Mr. Duvall and seconded by Mr. Davis, Council voted unanimously to give first reading approval to Ordinance No.: 2020-049 Granting an encroachment to 401 Heyward Street, LLC for the use of the right of way area of the 400 and 500 blocks of Heyward Street for the installation and maintenance of landscaping and irrigation adjacent to 401, 425, 501, and 525 Heyward Street, Richland County TMS#08816-12-13, 08816-12-14, 08816-13-14, and 08816-13-15.

31. Ordinance No.: 2020-051 Granting an encroachment to South Carolina Automobile Dealers Association for the use of the right of way area of the 1400 block of Pulaski Street for the installation and maintenance of a brick retaining wall adjacent to 1410 Pulaski Street, Richland County TMS#09009-10-02 – *Approved on first reading.*

Upon a motion made by Mr. Duvall and seconded by Mayor Benjamin, Council voted unanimously to give first reading approval to Ordinance No.: 2020-051 Granting an encroachment to South Carolina Automobile Dealers Association for the use of the right of way area of the 1400 block of Pulaski Street for the installation and maintenance of a brick retaining wall adjacent to 1410 Pulaski Street, Richland County TMS#09009-10-02.



We Are Columbia

**COLUMBIA CITY COUNCIL MEETING MINUTES
TUESDAY, JULY 21, 2020**

32. Ordinance No.: 2020-069 Granting MCImetro Access Transmission Services Corp., it's Successors and Assigns the Right, Power and Authority to Construct, Install, Maintain and Operate In, Over, Upon and Under the Streets and Public Places of the City of Columbia, its Lines, Poles, Wires, Cables and other Telecommunications Facilities to Render Telecommunications Service to Its Customers in the Limits of the City of Columbia for Such Period as Provided Herein; and to Provide for the Payment of Compensation for the Use of the Streets and Public Places – *Approved on first reading.*

Upon a motion made by Mayor Benjamin and seconded by Mr. Duvall, Council voted unanimously to give first reading approval to Ordinance No.: 2020-069 Granting MCImetro Access Transmission Services Corp., it's Successors and Assigns the Right, Power and Authority to Construct, Install, Maintain and Operate In, Over, Upon and Under the Streets and Public Places of the City of Columbia, its Lines, Poles, Wires, Cables and other Telecommunications Facilities to Render Telecommunications Service to Its Customers in the Limits of the City of Columbia for Such Period as Provided Herein; and to Provide for the Payment of Compensation for the Use of the Streets and Public Places.

RESOLUTIONS

33. Resolution No.: R-2020-067 Authorizing the City Manager to execute an Intergovernmental Agreement between the City of Columbia and the Columbia Housing Authority for Environmental Studies – *Approved*

Ms. Teresa Wilson, City Manager said this is a requirement by HUD that the City serve in this capacity and essentially be on the record with the environmental studies that the Housing Authority has to conduct for Allen Benedict Court.

Upon a motion made by Mr. McDowell and seconded by Mr. Duvall, Council voted unanimously to approve Resolution No.: R-2020-067 Authorizing the City Manager to execute an Intergovernmental Agreement between the City of Columbia and the Columbia Housing Authority for Environmental Studies.

Attachment: MN_07_21_2020 (6290 : Approval of Minutes)



We Are Columbia

**COLUMBIA CITY COUNCIL MEETING MINUTES
TUESDAY, JULY 21, 2020**

34. Resolution No.: R-2020-069 Authorizing the purchase of a 0.21 acre (9044.50 SF) alleyway located on the southern side of Blossom Street, Richland County TMS#11307-03-10 (p) from Edens Properties, LLC; CF#251-115, East Rocky Branch, Phase I Sanitary Sewer Improvements; CIP Project #SS7337-01; CF#250-421 – *Approved*

Upon a motion made by Mr. Duvall and seconded by Mr. Davis, Council voted unanimously to approve Resolution No.: R-2020-069 Authorizing the purchase of a 0.21 acre (9044.50 SF) alleyway located on the southern side of Blossom Street, Richland County TMS#11307-03-10 (p) from Edens Properties, LLC; CF#251-115, East Rocky Branch, Phase I Sanitary Sewer Improvements; CIP Project #SS7337-01; CF#250-421.

Upon a single motion made by Mr. Duvall and seconded by Mr. Rickenmann, Council voted unanimously to approve Resolution Items 35 to 38.

35. Resolution No.: R-2020-070 Authorizing the City Manager to execute an Agreement between the City of Columbia and The Midlands Housing Alliance, Inc. for 2025 Main Street for Fiscal Year 2020-2021 – *Approved*
36. Resolution No.: R-2020-071 Authorizing the City Manager to execute an Inclement Weather Center Service Agreement between the City of Columbia and the United Way of the Midlands for operation of the Inclement Weather Center for Fiscal Year 2020-2021 – *Approved*
37. Resolution No.: R-2020-072 Authorizing the City Manager to execute Professional Services Agreement for the Housing First Program between the City of Columbia and the University of South Carolina for Fiscal Year 2020-2021 – *Approved*
38. Resolution No.: R-2020-073 Authorizing the City Manager to execute a Professional Services Extension Agreement between the City of Columbia and the United Way of the Midlands for the Regional Coordination of Homeless Services in the Midlands for Fiscal Year 2020-2021 – *Approved*
39. Resolution No.: R-2020-075 Authorizing the City Manager to execute a Sixth Lease Amendment between the City of Columbia and First-Citizens Bank & Trust Company for lease of approximately 13,647 square feet located in the basement of 1225 Lady Street – *Approved*

Attachment: MN_07_21_2020 (6290 : Approval of Minutes)



We Are Columbia

COLUMBIA CITY COUNCIL MEETING MINUTES TUESDAY, JULY 21, 2020

Upon a motion made by Mr. McDowell and seconded by Mr. Duvall, Council voted unanimously to approve Resolution No.: R-2020-075 Authorizing the City Manager to execute a Sixth Lease Amendment between the City of Columbia and First-Citizens Bank & Trust Company for lease of approximately 13,647 square feet located in the basement of 1225 Lady Street.

PUBLIC HEARING & FIRST READING FOR ZONING / PLANNING MATTERS

Council opened the Zoning Public Hearing at 3:12 p.m.

40. ANNEXATION, COMPREHENSIVE PLAN MAP AMENDMENT, AND ZONING MAP AMENDMENT 156 Island View Circle; TMS# 28907-01-09 – *Approved on first reading.*

Ordinance No.: 2020-064 Annexing and Incorporating 156 Island View Circle, Richland County TMS# 28907-01-09 into the Plan Columbia Land Use Plan Putting the Pieces Together adopted by Ordinance No.: 2015-014 on February 17, 2015 – Approved on first reading.

Council District: 4

Proposal: Request to annex, assign land use classification of Urban Edge Residential Large Lot (UER-2) and assign zoning of Planned Unit Development - Residential District (PUD-R). The property is currently classified as Neighborhood (Medium Density) and zoned PDD by Richland County.

Applicant: Carroll and Tomothy Edmond

Staff Recommendation: Approval

PC Recommendation: 06/01/2020; Approval (6-0)

No public comments were received at this time.

Upon a motion made by Mr. Duvall and seconded by Mr. Rickenmann, Council voted unanimously to give first reading approval to the Annexation, Comprehensive Plan Map Amendment, and Zoning Map Amendment for 156 Island View Circle; TMS# 28907-01-09 **and** Ordinance No.: 2020-064 Annexing and Incorporating 156 Island View Circle, Richland County TMS# 28907-01-09 into the Plan Columbia Land Use Plan Putting the Pieces Together adopted by Ordinance No.: 2015-014 on February 17, 2015. Mayor Benjamin recused himself due to a potential conflict of interest.

Councilor Devine joined the meeting at 3:16 p.m.

Attachment: MN_07_21_2020 (6290 : Approval of Minutes)



We Are Columbia

**COLUMBIA CITY COUNCIL MEETING MINUTES
TUESDAY, JULY 21, 2020**

41. ANNEXATION, COMPREHENSIVE PLAN MAP AMENDMENT, AND ZONING MAP AMENDMENT 1.7 acres, County Line Trail; TMS# 31700-01-06 – *Approved on first reading.*

Ordinance No.: 2020-065 Annexing and incorporating 1.70 acres, County Line Trail, Richland County TMS #31700-01-06 into the Plan Columbia Land Use Plan Putting the Pieces Together adopted by Ordinance No.: 2015-014 on February 17, 2015 – Approved on first reading.

Council District: 4

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

Applicant: Mulberry Hall Properties, LLC / Sandy Oaks Development

Staff Recommendation: Approval

PC Recommendation: 06/01/2020; Approval (6-0)

No public comments were received at this time.

Upon a motion made by Mr. Rickenmann and seconded by Mr. Duvall, Council voted unanimously to give first reading approval to the Annexation, Comprehensive Plan Map Amendment, and Zoning Map Amendment for 1.7 acres in County Line Trail; TMS# 31700-01-06 **and** Ordinance No.: 2020-065 Annexing and incorporating 1.70 acres, County Line Trail, Richland County TMS #31700-01-06 into the Plan Columbia Land Use Plan Putting the Pieces Together adopted by Ordinance No.: 2015-014 on February 17, 2015. Mayor Benjamin recused himself due to a potential conflict of interest.

42. ANNEXATION, COMPREHENSIVE PLAN MAP AMENDMENT, AND ZONING MAP AMENDMENT 18.02 acres, County Line Trail, TMS# 28900-01-18 (portion; formerly portion of TMS# 31700-01-04, plat recorded at Book 2477 Page 1866 in the Richland County ROD on 03/16/2020) – *Approved on first reading.*

Ordinance No.: 2020-066 Annexing and Incorporating 18.02 acres, County Line Trail, Richland County TMS# 31700-01-04 (p) into the Plan Columbia Land Use Plan Putting the Pieces Together adopted by Ordinance No.: 2015-014 on February 17, 2015 – Approved on first reading.

Council District: 4

Attachment: MN_07_21_2020 (6290 : Approval of Minutes)



We Are Columbia

COLUMBIA CITY COUNCIL MEETING MINUTES TUESDAY, JULY 21, 2020

Proposal: Request to annex, assign land use classification of Urban Edge Residential Small Lot (UER-1) and assign zoning of Planned Unit Development-Residential District (PUD-R). The property is currently classified as Neighborhood (Medium Density) and zoned M-1 by Richland County.

Applicant: Sandy Oaks Development, LLC

Staff Recommendation: Approval

PC Recommendation: 06/01/2020; Approval (6-0)

No public comments were received at this time.

Upon a motion made by Mr. Rickenmann and seconded by Mr. Duvall, Council voted unanimously to first reading approval to the Annexation, Comprehensive Plan Map Amendment, and Zoning Map Amendment for 18.02 acres in County Line Trail, TMS# 28900-01-18 (portion; formerly portion of TMS# 31700-01-04, plat recorded at Book 2477 Page 1866 in the Richland County ROD on 03/16/2020) **and** Ordinance No.: 2020-066 Annexing and Incorporating 18.02 acres, County Line Trail, Richland County TMS# 31700-01-04 (p) into the Plan Columbia Land Use Plan Putting the Pieces Together adopted by Ordinance No.: 2015-014 on February 17, 2015. Mayor Benjamin recused himself due to a potential conflict of interest.

43. ANNEXATION, COMPREHENSIVE PLAN MAP AMENDMENT, AND ZONING MAP AMENDMENT 20.74 acres, County Line Trail; TMS# 28900-01-35 – *Approved on first reading.*

Ordinance No.: 2020-067 - Annexing and Incorporating 20.74 acres, County Line Trail, Richland County TMS# 28900-01-35 into the Plan Columbia Land Use Plan Putting the Pieces Together adopted by Ordinance No.: 2015-014 on February 17, 2015 – Approved on first reading.

Council District: 4

Proposal: Request to annex, assign land use classification of Urban Edge Residential Small Lot (UER-1) and assign zoning of Planned Unit Development-Residential District (PUD-R). The property is currently classified as Neighborhood (Medium Density) and zoned PDD by Richland County.

Applicant: Sandy Oaks Development, LLC

Staff Recommendation: Approval

PC Recommendation: 06/01/2020; Approval (6-0)

No public comments were received at this time.

Attachment: MN_07_21_2020 (6290 : Approval of Minutes)



We Are Columbia

**COLUMBIA CITY COUNCIL MEETING MINUTES
TUESDAY, JULY 21, 2020**

Upon a motion made by Mr. Rickenmann and seconded by Mr. Davis, Council voted unanimously to give first reading approval to the Annexation, Comprehensive Plan Map Amendment, and Zoning Map Amendment for 20.74 acres in County Line Trail; TMS# 28900-01-35 **and** Ordinance No.: 2020-067 - Annexing and Incorporating 20.74 acres, County Line Trail, Richland County TMS# 28900-01-35 into the Plan Columbia Land Use Plan Putting the Pieces Together adopted by Ordinance No.: 2015-014 on February 17, 2015. Mayor Benjamin recused himself due to a potential conflict of interest.

44. ANNEXATION, COMPREHENSIVE PLAN MAP AMENDMENT, AND ZONING MAP AMENDMENT 2125 Apple Valley Road; TMS# 07502-01-03 – *Deferred*

Ordinance No.: 2020-060 Annexing and Incorporating 2125 Apple Valley Road, Richland County TMS# 07503-01-03 into the Plan Columbia Land Use Plan Putting the Pieces Together adopted by Ordinance No.: 2015-014 on February 17, 2015 – Deferred

Council District: 1

Proposal: Request to annex, assign land use classification of Urban Edge Residential Large Lot (UER-2) and assign zoning of General Residential District (RG-1). The property is currently classified as Mixed Residential (High Density) and zoned RM-MD by Richland County.

Applicant: Marguerite W. Sanders

Staff Recommendation: Approval

PC Recommendation: 06/01/2020; Approval (6-0)

No public comments were received at this time.

45. ANNEXATION, COMPREHENSIVE PLAN MAP AMENDMENT, AND ZONING MAP AMENDMENT 4521 Broad River Road; TMS# 06205-02-11 – *Approved on first reading.*

Ordinance No.: 2020-061 Annexing and incorporating 4521 Broad River Road, Richland County TMS #06205-02-11 into the Plan Columbia Land Use Plan Putting the Pieces Together adopted by Ordinance No.: 2015-014 on February 17, 2015 – Approved on first reading.

Council District: 1

Proposal: Request to annex, assign land use classification of Community Activity Corridor (AC-2) and assign zoning of Light Industrial District (M-1). The property is currently classified as Mixed Use Corridor and zoned GC by Richland County.

Attachment: MN_07_21_2020 (6290 : Approval of Minutes)



**COLUMBIA CITY COUNCIL MEETING MINUTES
TUESDAY, JULY 21, 2020**

Applicant: Chloe F. Bailey / Pro Tow of Columbia, LLC

Staff Recommendation: Approval

PC Recommendation: 06/01/2020; Approval (6-0)

No public comments were received at this time.

Upon a motion made by Mr. McDowell and seconded by Mr. Rickenmann, Council voted unanimously to give first reading approval to the Annexation, Comprehensive Plan Map Amendment, and Zoning Map Amendment for 4521 Broad River Road; TMS# 06205-02-11 **and** Ordinance No.: 2020-061 Annexing and incorporating 4521 Broad River Road, Richland County TMS #06205-02-11 into the Plan Columbia Land Use Plan Putting the Pieces Together adopted by Ordinance No.: 2015-014 on February 17, 2015.

46. ANNEXATION, COMPREHENSIVE PLAN MAP AMENDMENT, AND ZONING MAP AMENDMENT 120 Metal Park Drive; TMS# 16200-04-12 – *Approved on first reading.*

Ordinance No.: 2020-062 Annexing and incorporating 120 Metal Park Drive, Richland County TMS #16200-04-12 into the Plan Columbia Land Use Plan Putting the Pieces Together adopted by Ordinance No.: 2015-014 on February 17, 2015 – Approved on first reading.

Council District: 3

Proposal: Request to annex, assign land use classification of Industrial (IND) and assign zoning of Light Industrial District (M-1). The property is currently classified as Economic Development Corridor and zoned M-1 by Richland County

Applicant: Metal Park Investors, LLC

Staff Recommendation: Approval

PC Recommendation: 06/01/2020; Approval (6-0)

No public comments were received at this time.



We Are Columbia

**COLUMBIA CITY COUNCIL MEETING MINUTES
TUESDAY, JULY 21, 2020**

Upon a motion made by Mr. Brennan and seconded by Mr. Rickenmann, Council voted unanimously to give first reading approval to the Annexation, Comprehensive Plan Map Amendment, and Zoning Map Amendment for 120 Metal Park Drive; TMS# 16200-04-12 **and** Ordinance No.: 2020-062 Annexing and incorporating 120 Metal Park Drive, Richland County TMS #16200-04-12 into the Plan Columbia Land Use Plan Putting the Pieces Together adopted by Ordinance No.: 2015-014 on February 17, 2015.

47. ANNEXATION, COMPREHENSIVE PLAN MAP AMENDMENT, AND ZONING MAP AMENDMENT 810 Sparkleberry Lane; TMS# 25705-11-09 – *Approved on first reading.*

Ordinance No.: 2020-063 Annexing and incorporating 810 Sparkleberry Lane, Richland County TMS #25705-11-09 into the Plan Columbia Land Use Plan Putting the Pieces Together adopted by Ordinance No.: 2015-014 on February 17, 2015 – Approved on first reading.

Council District: 4

Proposal: Request to annex, assign land use classification of Regional Activity Corridor (AC-3) and assign zoning of General Commercial District (C-3). The property is currently classified as Neighborhood (Medium Density)/Mixed Use Corridor and zoned GC by Richland County

Applicant: Prime Storage Sparkleberry, LLC

Staff Recommendation: Approval

PC Recommendation: 06/01/2020; Approval (6-0)

No public comments were received at this time.

Upon a motion made by Mr. Rickenmann and seconded by Mr. Duvall, Council voted unanimously to give first reading approval to the Annexation, Comprehensive Plan Map Amendment, and Zoning Map Amendment for 810 Sparkleberry Lane; TMS# 25705-11-09 **and** Ordinance No.: 2020-063 Annexing and incorporating 810 Sparkleberry Lane, Richland County TMS #25705-11-09 into the Plan Columbia Land Use Plan Putting the Pieces Together adopted by Ordinance No.: 2015-014 on February 17, 2015.

Attachment: MN_07_21_2020 (6290 : Approval of Minutes)



We Are Columbia

**COLUMBIA CITY COUNCIL MEETING MINUTES
TUESDAY, JULY 21, 2020**

48. ZONING MAP AMENDMENT Wheeler Hill PUD (0.23 acres E/S Rice St., 426 Pickens St., 425 Henderson St., 423 Henderson St., 421 Henderson St., 419 Henderson St., 1615 Rice St., 1613 Rice St., 1611 Rice St., 1605-07 Rice St., 1603 Rice St., 416 Pickens St., 418 Calway Aly., 429 Calway Aly., 424 Calway Aly., 428 Calway Aly., 0.12 acres N/S Calway Aly., 427 Calway Aly., 425 Calway Aly., 423 Calway Aly., 400 Calway Aly.(p), 407 Pickens St., 0.63 acres N/S Phelps St., 0.71 acres N/S Catawba St., 312 Pickens St., 314 Pickens St., 318 Pickens St., and approx. 0.5 acre of portion of Phelps St); TMS# 11307-12-09, 11307-13-01, 11307-13-03, 11307-13-04, 11307-13-05, 11307-13-06, 11307-13-14, 11307-13-15, 11307-13-16, 11307-13-17, 11307-13-18, 11307-13-21, 11307-13-22, 11307-13-23, 11307-13-24, 11307-13-25, 11307-13-26, 11307-13-27, 11307-13-28, 11307-13-29, 11307-13-30(p), 11307-14-07, 11307-18-05, 11307-19-01, 11307-19-06, 11307-19-07, 11307-19-08, and 11307-21-01(p) – *Approved on first reading.*

Council District: 2 and 3

Proposal: Request to rezone the parcels from Planned Unit Development - Residential District (PUD-R) to General Residential District (RG-2)

Applicant: David Tuttle, Styx Wheeler Hill, LLC

Staff Recommendation: Approve

PC Recommendation: 06/01/2020; Approval (6-0)

No public comments were received at this time.

Upon a motion made by Mr. Duvall and seconded by Mr. Rickenmann, Council voted unanimously to give first reading approval to the Zoning Map Amendment for Wheeler Hill PUD (0.23 acres E/S Rice St., 426 Pickens St., 425 Henderson St., 423 Henderson St., 421 Henderson St., 419 Henderson St., 1615 Rice St., 1613 Rice St., 1611 Rice St., 1605-07 Rice St., 1603 Rice St., 416 Pickens St., 418 Calway Aly., 429 Calway Aly., 424 Calway Aly., 428 Calway Aly., 0.12 acres N/S Calway Aly., 427 Calway Aly., 425 Calway Aly., 423 Calway Aly., 400 Calway Aly.(p), 407 Pickens St., 0.63 acres N/S Phelps St., 0.71 acres N/S Catawba St., 312 Pickens St., 314 Pickens St., 318 Pickens St., and approx. 0.5 acre of portion of Phelps St); TMS# 11307-12-09, 11307-13-01, 11307-13-03, 11307-13-04, 11307-13-05, 11307-13-06, 11307-13-14, 11307-13-15, 11307-13-16, 11307-13-17, 11307-13-18, 11307-13-21, 11307-13-22, 11307-13-23, 11307-13-24, 11307-13-25, 11307-13-26, 11307-13-27, 11307-13-28, 11307-13-29, 11307-13-30(p), 11307-14-07, 11307-18-05, 11307-19-01, 11307-19-06, 11307-19-07, 11307-19-08, and 11307-21-01(p).

Attachment: MN_07_21_2020 (6290 : Approval of Minutes)



We Are Columbia

**COLUMBIA CITY COUNCIL MEETING MINUTES
TUESDAY, JULY 21, 2020**

49. ZONING MAP AMENDMENT 3209 N. Beltline Blvd., TMS# 14004-01-09 - Deferred

Council District: 2

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

Applicant: Carey Shealy, Statewide Security Systems

Staff recommendation: Denial

PC Recommendation: 06/01/2020; First Motion (to deny the request): 3-3. Second Motion (to approve the request): 4-2

No public comments were received at this time.

Councilor Devine asked what is being proposed for the parcel.

Ms. Krista Hampton, Director of Planning Development Services said it would be an office for a security company.

50. ZONING MAP AMENDMENT 1527 Lyon Street, NX1513 Lyon Street and 1510 Ontario Street (1513 Lyon Street), TMS# 11411-03-01, 11411-03-02, and 11411-03-03 – Approved on first reading.

Council District: 2

Proposal: Request to rezone the parcel from General Commercial District (C-3) to General Residential District (RG-2)

Applicant: LuCinda J. Herrera, Columbia Housing

Staff Recommendation: Approval

PC Recommendation: 06/01/2020; Approval (6-0)

No public comments were received at this time.

Attachment: MN_07_21_2020 (6290 : Approval of Minutes)



COLUMBIA CITY COUNCIL MEETING MINUTES TUESDAY, JULY 21, 2020

Upon a motion made by Mr. McDowell and seconded by Mr. Rickenmann, Council voted unanimously to give first reading approval to the Zoning Map Amendment for 1527 Lyon Street, NX1513 Lyon Street, and 1510 Ontario Street (1513 Lyon Street), TMS# 11411-03-01, 11411-03-02, and 11411-03-03.

51. FUTURE LAND USE MAP AMENDMENT CONFIRMATION 215 Bush River Road; TMS# 07308-01-07 – *Approved on first reading.*

Ordinance No.: 2020-068 Amending the City of Columbia Comprehensive Plan 2018 Future Land Use Map to include 215 Bush River Road; Richland County TMS# 07308-01-07; annexed by Ordinance No.: 2020-047 enacted June 2, 2020 – Approved on first reading.

Council District: 2

Proposal: Request to affirm land use classification of Urban Core Regional Activity Center (UCAC-3) following the annexation of the property. The property currently has interim classification of Urban Core Regional Activity Center (UCAC-3).

Applicant: Boozer Shopping Center, Inc.

Staff Recommendation: Approve

PC Recommendation: 05/04/2020: Annex, Assign Interim Land Use & Interim Zoning APPROVE (7-0)

No public comments were received at this time.

Upon a motion made by Mr. McDowell and seconded by Mr. Duvall, Council voted unanimously to give first reading approval to the Future Land Use Map Amendment Confirmation for 215 Bush River Road; TMS# 07308-01-07 **and** Ordinance No.: 2020-068 Amending the City of Columbia Comprehensive Plan 2018 Future Land Use Map to include 215 Bush River Road; Richland County TMS# 07308-01-07; annexed by Ordinance No.: 2020-047 enacted June 2, 2020.

52. ZONING MAP AMENDMENT CONFIRMATION 215 Bush River Road; TMS# 07308-01-07 – *Approved on first reading.*

Council District: 2

Proposal: Request to affirm zoning classification of General Commercial (C-3) following the annexation of the property. The property currently has interim classification of General Commercial (C-3).

Applicant: Boozer Shopping Center, Inc.

Attachment: MN_07_21_2020 (6290 : Approval of Minutes)



COLUMBIA CITY COUNCIL MEETING MINUTES TUESDAY, JULY 21, 2020

Staff Recommendation: Approve

PC Recommendation: 05/04/2020; Annex, Assign Interim Land Use & Interim Zoning APPROVE (7-0)

No public comments were received at this time.

Upon a motion made by Mr. McDowell and seconded by Mr. Duvall, Council voted unanimously to give first reading approval to the Zoning Map Amendment Confirmation for 215 Bush River Road; TMS# 07308-01-07.

53. COLUMBIA COMPASS request to adopt Columbia Compass as the 10-year update to the City of Columbia's comprehensive plan, replacing TCP2018: The Columbia Plan.

Ordinance No.: 2020-028 Repealing in its entirety the City of Columbia Comprehensive Plan 2018 and subsequent amendments and replacing it with the Columbia Compass: Envision 2036 – Approved on first reading.

City Council Districts: All

Proposal: Request adoption of Columbia Compass, Envision 2036 as the 10-year update to the City of Columbia's comprehensive plan, replacing TCP2018: The Columbia Plan.

Applicant: John Fellows, Planning Administrator and Leigh DeForth, Comprehensive Planner

Staff Recommendation: Approval

PC Recommendation: 03/02/2020; Recommended Approval (7-0)

No public comments were received at this time.

Mr. John Fellows, Planning and Zoning Administrator and Ms. Leigh DeForth, Comprehensive Planner said this is the ten-year update to the City's Comprehensive Plan. Public engagement has been critical throughout the process. We have estimated over 6,200 points of engagement. We held two major public hearings in June to provide an update on the Comprehensive Plan. The Comprehensive Plan is made up of nine elements: population, natural resources, economic development, housing, transportation, land use, community facilities, cultural resources, cultural resources, and priority investment. We have 125 recommendations that connected back to the focus areas of Envision Columbia. Our next step is the implementation of the plan. We are looking to build partnerships and to collaborate with others. The Amplify Columbia process is also wrapping up and they anticipate coming to Council next month. There are a number of ways that



We Are Columbia

COLUMBIA CITY COUNCIL MEETING MINUTES TUESDAY, JULY 21, 2020

people can use Columbia Compass as a tool. I encourage people to stay engaged and follow us on social media to find more information on the City and the implementation of the plan.

Upon a motion made by Mr. Rickenmann and seconded by Mr. Duvall, Council voted unanimously to give first reading approval to Ordinance No.: 2020-028 Repealing in its entirety the City of Columbia Comprehensive Plan 2018 and subsequent amendments and replacing it with the Columbia Compass: Envision 2036.

Council closed the Zoning Public Hearing at 3:40 p.m.

APPOINTMENTS

54. Design Development Review Commission - *Deferred*

55. Planning Commission

Upon a motion made by Mr. Rickenmann and seconded by Mayor Benjamin, Council voted unanimously to approve the appointments of Mr. Mason Harpe and Mr. Charles Terreni to the Planning Commission for a three-year term.

OTHER MATTERS

56. Council is asked to approve a 25 mph speed limit on select streets in the Rosewood and S. Kilbourne neighborhoods, as requested by the Public Works Department. - *Approved*

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

Upon a motion made by Mr. Brennan and seconded by Mayor Benjamin, Council voted unanimously to approve a 25 mph speed limit on select streets in the Rosewood and S. Kilbourne neighborhoods, as requested by the Public Works Department.

57. Council is asked to approve a four-way stop at the intersection of Waccamaw and Kiawah, as requested by the Public Works Department. - *Approved*

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

Attachment: MN_07_21_2020 (6290 : Approval of Minutes)



COLUMBIA CITY COUNCIL MEETING MINUTES TUESDAY, JULY 21, 2020

Upon a motion made by Mr. Brennan and seconded by Mayor Benjamin, Council voted unanimously to approve a four-way stop at the intersection of Waccamaw Avenue and Kiawah Avenue, as requested by the Public Works Department.

CITY COUNCIL COMMITTEE REPORTS/REFERRALS

Upon a motion made by Mayor Benjamin and seconded by Mr. Rickenmann, Council voted unanimously to refer a staff report on Minority Business Enterprise participation to the Economic and Community Development Committee.

PUBLIC INPUT

Mayor Benjamin recognized the service of Officer Robert Hall. We lost him a week ago. We don't know every member of law enforcement by name but we knew Mr. Hall and his incredible dedication. He was always engaged with the people with a great deal of civility and he served Columbia well for three decades. We want to send our love to the Hall Family and his friends in law enforcement.

Ms. Elaine Cooper, Richland County Black Collective said we are a coalition of community activists that serve as dedicated volunteers and advocates for change within the community while holding all elected officials accountable. We wanted to draw your attention to our purpose, which is police policy reform. We are asking to redirect funds not defund the police. We insist that you ban all forms of vascular neck restraints with no exceptions. Rubber bullets and tear gas are still allowed in our city. We are citizens not a military enemy. The City of Columbia and Richland County should mandate that police officers live within the city limits and in Richland County.

Ms. Catherine Davis, Richland County Black Collective said I would like to speak briefly on the proposal for a very concentrated law enforcement reform policy in Columbia. We recognize the urgency and the importance of making very dramatic changes in the way that we have gotten used to policing our entire country. We have put a very concentrated effort into looking at this. We urge you to read it very carefully and consider all of the details. We have provided documentation and evidence supporting several of the points that we are asking for. We look forward to meeting to discuss this. You all have received an email from me supporting the very strongest most concerted effort that we can make to stem the rapid rise of COVID-19 in our city. We realize the frustrations that we have has a local group when we don't have support from the state on this.

Attachment: MN_07_21_2020 (6290 : Approval of Minutes)



**COLUMBIA CITY COUNCIL MEETING MINUTES
TUESDAY, JULY 21, 2020**

Mr. Emmanuel Frethro, Richland County Black Collective said in terms of looking at how we can adjust police policies and how it impacts our neighborhoods, I am concerned about the state at which my students perceive their relationships with the police force. We did hear that there are some items in our proposal that you have examined. We still think it's important to discuss and promote a society in Columbia where residents don't live in fear of those who are supposed to protect them.

Mr. William Starrett, Columbia City Ballet Executive and Artistic Director said I just want to sincerely thank you for the highly commendable manner in which you all have managed the COVID-19 pandemic. Your leadership and insight has made me very proud to be a citizen of Columbia. I understand the tough financial decisions the council has to make in light of the pandemic. I respectfully request that the performing arts not be overlooked in your planning. Celebrating our 60th consecutive season, the Columbia City Ballet continues to be an asset. We are an important source of contributions to the hospitality tax revenue stream. We also continue our commitment to diversity through our programming. I implore you to keep the funds for the Columbia City Ballet at a level equal to a minimum of 50% of last year's allocation. That is roughly about \$86,000. These funds will allow us to put together our 60th anniversary season and to support the economic impact of our 25 professional dancers and eight staff members. When this crisis ultimately ends, our City will need to have a viable performing arts organization to attract businesses and tourists. We really need at least 50% of our funding that we traditionally receive from the City.

Mr. Abdullah Mustafa, Richland County Black Collective said the Columbia Police Department needs improvements just like other entities. No one has yet to be investigated in the death of the 17 year-old killed in the City. We want actions and an investigation. We are advocating for a young man named Mr. Amir Bagley. He was terminated from the Fire Department because he supposedly threatened the Police Department by making a comment about the Joshua Ruffin case. He was wrongfully terminated and we would like the Council to look into this. We advocate for community policing, where the police and community have a relationship. This is why the Richland County Black Collective formed as grassroots organization where everyone is a volunteer and agrees that the poor and underserved have not been helped. We look forward to meeting and having further dialogue.

Ms. Zaylee Butler, City of Columbia Resident said I started a petition two weeks ago to eliminate food deserts in Columbia. I know that the City has a Food Policy Committee in place to address this issue and has published a report in 2019 regarding the issue at hand. But since the pandemic has begun we need to think about the community in Parklane and Decker Boulevard. They have been hit the highest by COVID-19. The lack of proper grocery stores in the area has caused those

Attachment: MN_07_21_2020 (6290 : Approval of Minutes)



We Are Columbia

**COLUMBIA CITY COUNCIL MEETING MINUTES
TUESDAY, JULY 21, 2020**

individuals to interact more with people everyday to be able to get a snack or something small from a convenience store. This is putting people in 29223, 29203, and 29204 at risk for higher opportunities to contract COVID-19. COVID-19 is impacting our higher education institutions; USC, Allen, and Benedict Colleges will have problems with feeding students this year. I appreciate the efforts that have been made by City Council to reduce the spread, but when people are going hungry and they have to go out frequently, that also contributes to the spread. There is an event hosted by Empower SC on July 31st where you can drive up or walk up to receive a box of produce for your household. The petition that was started over two weeks ago has received over a thousand signatures. There are a lot of people in the City and across the nation who are in support of eliminating the food desert in Columbia, South Carolina.

Ms. Lori Donath, Hiroshima Nagasaki Remembrance Committee Representative said Thursday July 16th marks the first anniversary of Columbia City Council Mayors for Peace Proclamation. Mayors for Peace is a non-partisan international network of municipalities registered at the UN. The proclamation has two objectives to lead to the goal of world peace. The first objective is the realization of a world without nuclear weapons and the second is the realization of safe and resilient cities. By signing the proclamation in 2019, the City of Columbia recognized that building nuclear weapons is in opposition to creating a more peaceful world and that the well-being of people is the concern of government. We hope you'll join us Saturday, August 8th at the intersection of Main Street and Blanding Street to remember the 75th anniversary of the bombing to honor the survivors. You can also join us online on August 6th and 9th on Facebook on the Hiroshima Remembrance Envisioning Peace Now page.

Ms. Tayyaba Sadiq, Hiroshima Nagasaki Remembrance Committee Representative said I ask for your opposition to the production of plutonium SRS, as part of our efforts with Mayors for Peace. We ask for the City of Columbia to work for a world without nuclear weapons. Thank you again for considering my request and leading the way for peace.

Voice Message from Ms. Lisa Coskey, said I play tennis at the Columbia Tennis Center on Whaley Street. It has been closed since the pandemic. It has been shown that tennis is a safe sport to engage in during this time. There are two groups of about 60 seniors that play there. We need to have the center open. The Laurie Center is open and bars are open. There is no reason for the Columbia Tennis Center not to be open to the public. I hope that you guys open the tennis center as quickly as possible.

Voice Message from an unidentified member of the Richland County Black Collective, said I would like to request that the Richland County Black Collective be added to your agenda on August 4th.

Attachment: MN_07_21_2020 (6290 : Approval of Minutes)



We Are Columbia

COLUMBIA CITY COUNCIL MEETING MINUTES TUESDAY, JULY 21, 2020

Voice Message from Mr. Andrew Hudson, City of Columbia Resident said the amendments that were previously made to the Use of Force Policy are not sufficient. We are advocating for the idea of defunding the police. We want to reduce the amount of money, materials, and equipment. There are a number of specific suggestions in our policy document about how to do that. For example, banning the use of tear gas and weapons of war; not allowing our local police and Sheriff's departments to purchase armored vehicles and other surplus military hardware; require them to give up the military hardware they already have; and to reorient our approach to public safety that does not favor sending armed officers to resolve every possible situation but instead focus on a community care approach. We could make a better use of each other's time as both public servants and the public by making a dedicated time for public comment on these specific issues.

Dr. Raj Aluri, President of the International Friendship Ministries submitted an email for the record.

EXECUTIVE SESSION

Upon a motion made by Mr. Duvall and seconded by Ms. Devine, Council voted unanimously to enter into **Executive Session** at 4:58 p.m. for the discussion of **Items 58** through **61** as outlined.

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

*COVID-19
Business Improvement District Renewal
City Holidays
Street Renamings*

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

*Automated Metering Infrastructure - proposed Contract Amendment
Landmark Consulting
Lamar Companies 207 Gervais Sign Location Lease
2221 Devine Street*

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

*Municipal Court
Development Corporations*

Attachment: MN_07_21_2020 (6290 : Approval of Minutes)



We Are Columbia

**COLUMBIA CITY COUNCIL MEETING MINUTES
TUESDAY, JULY 21, 2020**

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

*Marcus Davis v. City
Darris Hassell v City*

ADJOURNMENT

Council adjourned the meeting at 7:30 p.m.

Respectfully submitted by:

Erika D. M. Hammond, CMC
City Clerk

Attachment: MN_07_21_2020 (6290 : Approval of Minutes)



We Are Columbia

COLUMBIA CITY COUNCIL MEETING MINUTES TUESDAY, AUGUST 4, 2020

The Columbia City Council conducted a virtual meeting on Tuesday, August 4, 2020 using video conferencing technology. The Honorable Mayor Stephen K. Benjamin called the meeting to order at 2:15 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. McDowell and seconded by Mr. Duvall, Council voted unanimously to adopt the agenda as amended to add the discussion of 2221 Devine Street to **Item 35**.

EMERGENCY ORDINANCE

1. Ordinance No.: 2020-071 An Emergency Ordinance Extending Certain Emergency Ordinances Related to COVID-19

Upon a motion made by Mr. Duvall and seconded by Ms. Devine, Council voted unanimously to approve Ordinance No.: 2020-071 An Emergency Ordinance Extending Certain Emergency Ordinances Related to COVID-19.

CITY COUNCIL DISCUSSION / ACTION

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

Mayor Benjamin said we continue to deal with major fiscal challenges. It has been reported nationally that cities will see \$360 billion in revenue losses over the next few years. We still need to be consistent with our mask wearing so we can see a true deceleration in the number of cases. We want to encourage everyone to do their part and have mutual responsibility.



COLUMBIA CITY COUNCIL MEETING MINUTES TUESDAY, AUGUST 4, 2020

Councilor Devine said this is a census year. With the administration deciding to cut 30 days from the census taking period, we need all hands on deck and support our Complete Count Committee. We need to come up with a plan on how our resources can be used by the Complete Count Committee to make sure we are able to get everyone counted in the City of Columbia. It is important to get our numbers right because we can't afford any economic decreases. We have to get our people counted.

– COVID-19 Situational Report - Mr. Harry Tinsley, Emergency Management Director

Mr. Harry Tinsley, Emergency Management Director said testing data from DHEC show that 795,000 total tests were conducted. Over 670,000 tests were negative and about 122,000 were positive. Unfortunately, the death count has increased to 1,774 in the state. The case count in Richland County stands at 8,005 positive cases and 141 deaths. City staff continues to work on increasing testing sites around the area. We are partnering with DHEC and Prisma Health for drive-through testing that will start on Saturday, August 8th and run through August 29th. Testing is available on Tuesday, Wednesday, and Saturday from 8:00 a.m. to 12:00 p.m. There is no cost for the testing and no appointments or referrals are needed.

Mr. Henry Simons, Assistant City Manager of Operations said in an effort to support our youth and families in the community as they return to school, we would like to provide free breakfast and lunch to youth 18 years of age and under. There will be ten meal distribution sites where families will be able to pick up their meals Monday through Friday starting on August 10th through August 28th between the hours of 12:30 p.m. and 1:30 p.m. This was authorized by the USDA and we are partnering with Francis Burns United Methodist Church to provide well balanced nutritious meals. The ten distribution sites cover all council districts.

3. Utility Relocation Projects and Procurement - Ms. Dana Higgins, Director of Engineering

Ms. Dana Higgins, Director of Engineering said Act 36 passed on May 13, 2019. This gave a lot of the DOT road widening projects in Lexington County and Richland County the opportunity for utilities to pay for the relocation of their water and sewer as part of the project versus putting the entire burden on the municipality or utility. The Carolina crossroads project is projected at \$1.6 billion but because of this legislation \$72 million (4.5%) of the total project cost will go towards utility relocation. We were going to have a \$40 million impact to our CIP. Act 36 has a reimbursement process with very strict deadlines. The biggest thing for Columbia Water is getting consultants on board quickly and being nimble. We have selected seven consultants: three top tier and four second tier. We have looked at coming before you for a three-year approval of those consultants with the funding that was identified and approved last year plus the \$6 million we have



We Are Columbia

COLUMBIA CITY COUNCIL MEETING MINUTES TUESDAY, AUGUST 4, 2020

in our CIP for water and sewer relocations. We understand there is a need to bring these contracts before you for approval but we need to get these consultants to come to meetings and help us develop scopes, existing locations, identify cost estimates, and funding before the deadline. We would like to propose an Indefinite Delivery Contract (IDC) for these top three consultants and come back to Council for approval of the contract fees.

Councilor Brennan asked if the bids have been consistent with the estimates.

Ms. Dana Higgins, Director of Engineering said we have estimates of what the construction costs are but the consultants we are seeking will help us with the cost estimates and prior rights. Originally we discussed getting the contracts and fees approved in a lump sum by Council. We have decided on the IDC approach to approve a smaller sum to help with getting those consultants on board. We need to meet the deadlines of Act 36.

Ms. Teresa Wilson, City Manager asked if the small, minority, and woman owned business goal percentages will be set for the contracts that will come back to Council for approval.

Ms. Dana Higgins, Director of Engineering said we talked with DOT about using the mentor protégé program with a minimum of 20% participation before it went out for the RFQ and they were in agreement.

Councilor Rickenmann asked if there has been follow-up about the silt removal at Lake Katherine.

Ms. Dana Higgins, Director of Engineering said the Lake Katherine addendum to the last project agreement is under legal review before we present it back to the HOA.

CONSENT AGENDA ITEMS 4 THROUGH 23

Upon a single motion made by Mr. McDowell and seconded by Mr. Duvall, Council voted unanimously to approve **Consent Agenda Items 4** through **23**.

4. Council is asked to approve an Economic Development Grant Agreement for the Investment and Creation of New Corporate Office Space and Jobs within the City of Columbia, as requested by the Economic Development Department. Award to Mr. Seafood Franchising, LLC in an amount not to exceed \$15,000.00. This firm is located in Columbia, SC. - *Approved*

Funding Source: ED Special Allocation (5511301-638508). The original budget amount is \$15,000.00.



We Are Columbia

**COLUMBIA CITY COUNCIL MEETING MINUTES
TUESDAY, AUGUST 4, 2020**

5. Council is asked to approve the purchase of SharePoint Hosting and Maintenance Services for the Engineering Department, as requested by Columbia Water. Award to Bross Group LLC as a Sole Source in the amount of \$155,442.37. This vendor is located in Lakewood, CO. - *Approved*

Funding Source: Engineering Administration-Special Contracts (5511701-638300). The original budget amount is \$155,442.37

6. Council is asked to approve the Renewal of Insurance Policies for Commercial Property, Boiler & Machinery, Crime, and Auto-Parks & Recreation, as requested by the Risk Management Division. Award to Willis Tower Watson, Southeast, Inc. in the amount of \$339,731.00. - *Approved*

Funding Source: Premiums and Policies (6058935)

This is the annual renewal of insurance services provided through the broker for the period July 1, 2020 through June 30, 2021.

7. Council is asked to approve a Metered Parking Space Mitigation Agreement between the City of Columbia and University of South Carolina. The Parking Mitigation Agreement is the result of a partnership of projects that have impacted public parking spaces. Various projects resulted in public parking space removal related to design elements. The work associated with this agreement spans several years, USC has agreed to mitigate those lost spaces. - *Approved*

8. Council is asked to approve an Agreement to Commit Hotel Parking for the 1233 Washington Street Development Project within the Sumter Street Garage and Washington Street Garage including limited on-street valet parking on Washington Street, as requested by Parking Services. Award to 1233 Washington Street, LLC of Lexington, SC. - *Approved*

9. Council is asked to approve the purchase of Palmetto 800 MHz Radio Airtime for Fiscal Year 2020/2021, as requested by the Columbia Police Department. Award to Motorola, Inc., using the SC State Contract #4400013556, in the amount of \$350,000.00. This vendor is located in Blythewood, SC. - *Approved*

Funding Source: Police Department - Other Lease/Rental (1012402-636500). The original budget amount is \$350,000.00.

Attachment: MN_08_04_2020 (6290 : Approval of Minutes)



We Are Columbia

**COLUMBIA CITY COUNCIL MEETING MINUTES
TUESDAY, AUGUST 4, 2020**

10. Council is asked to approve a Memorandum of Agreement for In-Contract Utility Relocation for SCDOT Project P029873; City of Columbia Water Line Relocation for the South Main Street Streetscape Project from Blossom St. to Pendleton St. for a total project amount of \$2,166,340.00, as requested by Columbia Water. The City's portion is \$738,226.50 and SCDOT's portion is \$1,428,113.50. - *Approved*

Funding Source: FY19/20 CIP Project 5529999-WM4489-658650 (\$103,829.00) and 5529999-SS7514-658650 (\$634,397.50). The original budget amount is \$1,152,376.50.

11. Council is asked to ratify six (6) Emergency Procurements, as requested by Columbia Water and the Support Services Division. Award to the lowest responsive bidder for each project in the total amount of \$655,546.22. - *Approved*

Engineering-Water System Improvements & Special Projects: 5516220-638500 (\$75,588.04); Utilities Metro Wastewater Plant-Special Projects: 551628-638500 (\$17,126.02); Water & Sewer Capital Projects: 5529999-658650/SS755101-658650 (\$455,436.56); Utilities Lake Murray Water Pl: 5516207-624800 (\$45,975.60); General Support Services: 1011201-659300 (\$40,900.00); General Support Services: 1011201-659300 (\$20,520.00).

Requisition	Funding Source	Vendor	Brief Description & Justification	Amount
Columbia Water				
R198990	5516220-638500	North American Pipeline, Marietta, GA	Water Main & Road Repair at 3600 Wilmot Ave	\$75,588.04
R201688	5516208-638500	M.B. Kahn Corp Columbia, SC	Repairs to Train 2 Thickened Sludge Line	\$17,126.02
R203993	5529999-658650 SS755101	McClam & Associates Little Mountain, SC	Installation of a Wastewater Bypass Pumping System and Manhole along the Banks of the Saluda River	\$455,436.56
R200362	5516207-624800	Univar USA Inc. Spartanburg, SC	Chemicals needed to remove compounds due to excessive algae growth in source water	\$45,975.60
Support Services				
R204237	1011201-659300	AirCor Services Lexington, SC	Replacement of the Boiler at City Hall	\$40,900.00
R203626	1011201-659300	Surplus Material Network Columbia, SC	To Purchase a Breaker at the 911 Center	\$20,520.00

Attachment: MN_08_04_2020 (6290 : Approval of Minutes)



We Are Columbia

**COLUMBIA CITY COUNCIL MEETING MINUTES
TUESDAY, AUGUST 4, 2020**

12. Council is asked to approve Contract Amendment #6 for DR4241 Project WM4549; Columbia Canal Embankment Repair Services, as requested by Columbia Water. Award to Michael Baker International in the amount of \$1,907,025.00. This firm is located in Columbia, SC. – *Approved*

Funding Source: Water & Sewer Capital Projects (5529999-WM454901-650650). The original budget amount is \$1,907,025.00.

There are no Office of Business Opportunities programs associated with this FEMA project per federal regulations.

Michael Baker International will provide technical consulting services for the design of an alternate raw water supply for the Canal Water Treatment Plant at 49.4% (\$941,300.00) of the amendment amount.

Sub-consultants will provide the following Services:

Hazen and Sawyer, of Columbia, SC, will provide design services at 43.2% (\$824,225.00) of the amendment amount.

F&ME Consultants, of Columbia, SC, will provide geotechnical services at 6.8% (\$129,000.00) of the amendment amount.

ESP Associates, PA of Tampa, FL, will provide surveying services at 0.6% (\$12,500.00) of the amendment amount.

13. ANNEXATION, COMPREHENSIVE PLAN MAP AMENDMENT, AND ZONING MAP AMENDMENT 4521 Broad River Road; TMS# 06205-02-11 - *First reading approval was given on July 21, 2020 – Approved on second reading.*

Ordinance No.: 2020-061 Annexing and incorporating 4521 Broad River Road, Richland County TMS #06205-02-11 into the Plan Columbia Land Use Plan Putting the Pieces Together adopted by Ordinance No.: 2015-014 on February 17, 2015 – Approved on second reading.

Council District: 1

Proposal: Request to annex, assign land use classification of Community Activity Corridor (AC-2) and assign zoning of Light Industrial District (M-1). The property is currently classified as Mixed Use Corridor and zoned GC by Richland County.

Applicant: Chloe F. Bailey / Pro Tow of Columbia, LLC

Staff Recommendation: Approval

PC Recommendation: 06/01/2020; Approval (6-0)



We Are Columbia

**COLUMBIA CITY COUNCIL MEETING MINUTES
TUESDAY, AUGUST 4, 2020**

14. ANNEXATION, COMPREHENSIVE PLAN MAP AMENDMENT, AND ZONING MAP AMENDMENT 120 Metal Park Drive; TMS# 16200-04-12 - *First reading approval was given on July 21, 2020 – Approved on second reading.*

Ordinance No.: 2020-062 Annexing and incorporating 120 Metal Park Drive, Richland County TMS #16200-04-12 into the Plan Columbia Land Use Plan Putting the Pieces Together adopted by Ordinance No.: 2015-014 on February 17, 2015 – Approved on second reading.
Council District: 3

Proposal: Request to annex, assign land use classification of Industrial (IND) and assign zoning of Light Industrial District (M-1). The property is currently classified as Economic Development Corridor and zoned M-1 by Richland County

Applicant: Metal Park Investors, LLC

Staff Recommendation: Approval

PC Recommendation: 06/01/2020; Approval (6-0)

15. ANNEXATION, COMPREHENSIVE PLAN MAP AMENDMENT, AND ZONING MAP AMENDMENT 810 Sparkleberry Lane; TMS# 25705-11-09 - *First reading approval was given on July 21, 2020 – Approved on second reading.*

Ordinance No.: 2020-063 Annexing and incorporating 810 Sparkleberry Lane, Richland County TMS #25705-11-09 into the Plan Columbia Land Use Plan Putting the Pieces Together adopted by Ordinance No.: 2015-014 on February 17, 2015 – Approved on second reading.

Council District: 4

Proposal: Request to annex, assign land use classification of Regional Activity Corridor (AC-3) and assign zoning of General Commercial District (C-3). The property is currently classified as Neighborhood (Medium Density)/Mixed Use Corridor and zoned GC by Richland County

Applicant: Prime Storage Sparkleberry, LLC

Staff Recommendation: Approval

PC Recommendation: 06/01/2020; Approval (6-0)

Attachment: MN_08_04_2020 (6290 : Approval of Minutes)



We Are Columbia

**COLUMBIA CITY COUNCIL MEETING MINUTES
TUESDAY, AUGUST 4, 2020**

16. ZONING MAP AMENDMENT Wheeler Hill PUD (0.23 acres E/S Rice St., 426 Pickens St., 425 Henderson St., 423 Henderson St., 421 Henderson St., 419 Henderson St., 1615 Rice St., 1613 Rice St., 1611 Rice St., 1605-07 Rice St., 1603 Rice St., 416 Pickens St., 418 Calway Aly., 429 Calway Aly., 424 Calway Aly., 428 Calway Aly., 0.12 acres N/S Calway Aly., 427 Calway Aly., 425 Calway Aly., 423 Calway Aly., 400 Calway Aly.(p), 407 Pickens St., 0.63 acres N/S Phelps St., 0.71 acres N/S Catawba St., 312 Pickens St., 314 Pickens St., 318 Pickens St., and approx. 0.5 acre of portion of Phelps St); TMS# 11307-12-09, 11307-13-01, 11307-13-03, 11307-13-04, 11307-13-05, 11307-13-06, 11307-13-14, 11307-13-15, 11307-13-16, 11307-13-17, 11307-13-18, 11307-13-21, 11307-13-22, 11307-13-23, 11307-13-24, 11307-13-25, 11307-13-26, 11307-13-27, 11307-13-28, 11307-13-29, 11307-13-30(p), 11307-14-07, 11307-18-05, 11307-19-01, 11307-19-06, 11307-19-07, 11307-19-08, and 11307-21-01(p) - *First reading approval was given on July 21, 2020 – Approved on second reading.*

Council District: 2 and 3

Proposal: Request to rezone the parcels from Planned Unit Development - Residential District (PUD-R) to General Residential District (RG-2)

Applicant: David Tuttle, Styx Wheeler Hill, LLC

Staff Recommendation: Approve

PC Recommendation: 06/01/2020; Approval (6-0)

17. ZONING MAP AMENDMENT 1527 Lyon Street, NX1513 Lyon Street and 1510 Ontario Street (1513 Lyon Street), TMS# 11411-03-01, 11411-03-02, and 11411-03-03 - *First reading approval was given on July 21, 2020 – Approved on second reading.*

Council District: 2

Proposal: Request to rezone the parcel from General Commercial District (C-3) to General Residential District (RG-2)

Applicant: LuCinda J. Herrera, Columbia Housing

Staff Recommendation: Approval

PC Recommendation: 06/01/2020; Approval (6-0)

Attachment: MN_08_04_2020 (6290 : Approval of Minutes)



We Are Columbia

**COLUMBIA CITY COUNCIL MEETING MINUTES
TUESDAY, AUGUST 4, 2020**

18. FUTURE LAND USE MAP AMENDMENT CONFIRMATION 215 Bush River Road; TMS# 07308-01-07 - *First reading approval was given on July 21, 2020 – Approved on second reading.*

Ordinance No.: 2020-068 Amending the City of Columbia Comprehensive Plan 2018 Future Land Use Map to include 215 Bush River Road; Richland County TMS# 07308-01-07; annexed by Ordinance No.: 2020-047 enacted June 2, 2020 – Approved on second reading.

Council District: 2

Proposal: Request to affirm land use classification of Urban Core Regional Activity Center (UCAC-3) following the annexation of the property. The property currently has interim classification of Urban Core Regional Activity Center (UCAC-3).

Applicant: Boozer Shopping Center, Inc.

Staff Recommendation: APPROVE

PC Recommendation: 05/04/2020; Annex, Assign Interim Land Use & Interim Zoning APPROVE (7-0)

19. ZONING MAP AMENDMENT CONFIRMATION 215 Bush River Road; TMS# 07308-01-07 - *First reading approval was given on July 21, 2020 – Approved on second reading.*

Council District: 2

Proposal: Request to affirm zoning classification of General Commercial (C-3) following the annexation of the property. The property currently has interim classification of General Commercial (C-3).

Applicant: Boozer Shopping Center, Inc.

Staff Recommendation: APPROVE

PC Recommendation: 05/04/2020; Annex, Assign Interim Land Use & Interim Zoning APPROVE (7-0)

Attachment: MN_08_04_2020 (6290 : Approval of Minutes)



We Are Columbia

**COLUMBIA CITY COUNCIL MEETING MINUTES
TUESDAY, AUGUST 4, 2020**

20. COLUMBIA COMPASS request to adopt Columbia Compass as the 10-year update to the City of Columbia's comprehensive plan, replacing TCP2018: The Columbia Plan. - *First reading approval was given on July 21, 2020 – Approved on second reading.*

Ordinance No.: 2020-028 Repealing in its entirety the City of Columbia Comprehensive Plan 2018 and subsequent amendments and replacing it with the Columbia Compass: Envision 2036 – Approved on second reading.

City Council Districts: All

Proposal: Request adoption of Columbia Compass, Envision 2036 as the 10-year update to the City of Columbia's comprehensive plan, replacing TCP2018: The Columbia Plan.

Applicant: John Fellows, Planning Administrator and Leigh DeForth, Comprehensive Planner

Staff Recommendation: Approval

PC Recommendation: 03/02/2020; Recommended Approval (7-0)

21. Ordinance No.: 2020-049 Granting an encroachment to 401 Heyward Street, LLC for the use of the right of way area of the 400 and 500 blocks of Heyward Street for the installation and maintenance of landscaping and irrigation adjacent to 401, 425, 501, and 525 Heyward Street, Richland County TMS#08816-12-13, 08816-12-14, 08816-13-14, and 08816-13-15 - *First reading approval was given on July 21, 2020 – Approved on second reading.*
22. Ordinance No.: 2020-051 Granting an encroachment to South Carolina Automobile Dealers Association for the use of the right of way area of the 1400 block of Pulaski Street for the installation and maintenance of a brick retaining wall adjacent to 1410 Pulaski Street, Richland County TMS#09009-10-02 - *First reading approval was given on July 21, 2020 – Approved on second reading.*
23. Ordinance No.: 2020-069 Granting MCImetro Access Transmission Services Corp., it's Successors and Assigns the Right, Power and Authority to Construct, Install, Maintain and Operate In, Over, Upon and Under the Streets and Public Places of the City of Columbia, its Lines, Poles, Wires, Cables and other Telecommunications Facilities to Render Telecommunications Service to Its Customers in the Limits of the City of Columbia for Such Period as Provided Herein; and to Provide for the Payment of Compensation for the Use of the Streets and Public Places - *First reading approval was given on July 21, 2020 – Approved on second reading.*



We Are Columbia

**COLUMBIA CITY COUNCIL MEETING MINUTES
TUESDAY, AUGUST 4, 2020**

ZONING / PLANNING MATTERS - SECOND READING

24. ANNEXATION, COMPREHENSIVE PLAN MAP AMENDMENT, AND ZONING MAP AMENDMENT 156 Island View Circle; TMS# 28907-01-09 - *First reading approval was given on July 21, 2020 – Approved on second reading.*

Ordinance No.: 2020-064 Annexing and Incorporating 156 Island View Circle, Richland County TMS# 28907-01-09 into the Plan Columbia Land Use Plan Putting the Pieces Together adopted by Ordinance No.: 2015-014 on February 17, 2015 – Approved on second reading.

Council District: 4

Proposal: Request to annex, assign land use classification of Urban Edge Residential Large Lot (UER-2) and assign zoning of Planned Unit Development - Residential District (PUD-R). The property is currently classified as Neighborhood (Medium Density) and zoned PDD by Richland County.

Applicant: Carroll and Tomothy Edmond

Staff Recommendation: Approval

PC Recommendation: 06/01/2020; Approval (6-0)

Upon a motion made by Mr. Duvall and seconded by Ms. Devine, Council voted unanimously to give second reading approval to the Annexation, Comprehensive Plan Map Amendment, and Zoning Map Amendment for 156 Island View Circle **and** Ordinance No.: 2020-064 Annexing and Incorporating 156 Island View Circle, Richland County TMS# 28907-01-09 into the Plan Columbia Land Use Plan Putting the Pieces Together adopted by Ordinance No.: 2015-014 on February 17, 2015. Mayor Benjamin recused himself due to a potential conflict of interest.

25. ANNEXATION, COMPREHENSIVE PLAN MAP AMENDMENT, AND ZONING MAP AMENDMENT 1.7 acres, County Line Trail; TMS# 31700-01-06 - *First reading approval was given on July 21, 2020 – Approved on second reading.*

Ordinance No.: 2020-065 Annexing and incorporating 1.70 acres, County Line Trail, Richland County TMS #31700-01-06 into the Plan Columbia Land Use Plan Putting the Pieces Together adopted by Ordinance No.: 2015-014 on February 17, 2015 – Approved on second reading.

Council District: 4

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



We Are Columbia

COLUMBIA CITY COUNCIL MEETING MINUTES TUESDAY, AUGUST 4, 2020

Applicant: Mulberry Hall Properties, LLC / Sandy Oaks Development

Staff Recommendation: Approval

PC Recommendation: 06/01/2020; Approval (6-0)

Upon a motion made by Ms. Devine and seconded by Mr. Duvall, Council voted unanimously to give second reading approval to the Annexation, Comprehensive Plan Map Amendment, and Zoning Map Amendment for 1.7 acres in County Line Trail **and** Ordinance No.: 2020-065 Annexing and incorporating 1.70 acres, County Line Trail, Richland County TMS #31700-01-06 into the Plan Columbia Land Use Plan Putting the Pieces Together adopted by Ordinance No.: 2015-014 on February 17, 2015. Mayor Benjamin recused himself due to a potential conflict of interest.

26. ANNEXATION, COMPREHENSIVE PLAN MAP AMENDMENT, AND ZONING MAP AMENDMENT 18.02 acres, County Line Trail, TMS# 28900-01-18 (portion; formerly portion of TMS# 31700-01-04, plat recorded at Book 2477 Page 1866 in the Richland County ROD on 03/16/2020) - *First reading approval was given on July 21, 2020 – Approved on second reading.*

Ordinance No.: 2020-066 Annexing and Incorporating 18.02 acres, County Line Trail, Richland County TMS# 31700-01-04 (p) into the Plan Columbia Land Use Plan Putting the Pieces Together adopted by Ordinance No.: 2015-014 on February 17, 2015 – Approved on second reading.

Council District: 4

Proposal: Request to annex, assign land use classification of Urban Edge Residential Small Lot (UER-1) and assign zoning of Planned Unit Development-Residential District (PUD-R). The property is currently classified as Neighborhood (Medium Density) and zoned M-1 by Richland County.

Applicant: Sandy Oaks Development, LLC

Staff Recommendation: Approval

PC Recommendation: 06/01/2020; Approval (6-0)

Upon a motion made by Mr. Duvall and seconded by Ms. Devine, Council voted unanimously to give second reading approval to the Annexation, Comprehensive Plan Map Amendment, and Zoning Map Amendment for 18.02 acres in County Line Trail **and** Ordinance No.: 2020-066 Annexing and Incorporating 18.02 acres, County Line Trail, Richland County TMS# 31700-01-04 (p) into the Plan Columbia Land Use Plan Putting the Pieces Together adopted by Ordinance No.: 2015-014 on February 17, 2015. Mayor Benjamin recused himself due to a potential conflict of interest.



We Are Columbia

**COLUMBIA CITY COUNCIL MEETING MINUTES
TUESDAY, AUGUST 4, 2020**

27. ANNEXATION, COMPREHENSIVE PLAN MAP AMENDMENT, AND ZONING MAP AMENDMENT 20.74 acres, County Line Trail; TMS# 28900-01-35 - *First reading approval was given on July 21, 2020 – Approved on second reading.*

Ordinance No.: 2020-067 - Annexing and Incorporating 20.74 acres, County Line Trail, Richland County TMS# 28900-01-35 into the Plan Columbia Land Use Plan Putting the Pieces Together adopted by Ordinance No.: 2015-014 on February 17, 2015 – Approved on second reading.

Council District: 4

Proposal: Request to annex, assign land use classification of Urban Edge Residential Small Lot (UER-1) and assign zoning of Planned Unit Development-Residential District (PUD-R). The property is currently classified as Neighborhood (Medium Density) and zoned PDD by Richland County.

Applicant: Sandy Oaks Development, LLC

Staff Recommendation: Approval

PC Recommendation: 06/01/2020; Approval (6-0)

Upon a motion made by Mr. Rickenmann and seconded by Mr. Duvall, Council voted unanimously to give second reading approval to the Annexation, Comprehensive Plan Map Amendment, and Zoning Map Amendment for 20.74 acres in County Line Trail **and** Ordinance No.: 2020-067 - Annexing and Incorporating 20.74 acres, County Line Trail, Richland County TMS# 28900-01-35 into the Plan Columbia Land Use Plan Putting the Pieces Together adopted by Ordinance No.: 2015-014 on February 17, 2015. Mayor Benjamin recused himself due to a potential conflict of interest.

ZONING / PLANNING MATTERS - FIRST READING

28. ZONING MAP AMENDMENT 3209 N. Beltline Blvd., TMS# 14004-01-09 – *Approved on first reading.*

Council District: 2

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

Applicant: Carey Shealy, Statewide Security Systems

Staff recommendation: Denial

PC Recommendation: 06/01/2020; First Motion (to deny the request): 3-3. Second Motion (to approve the request): 4-2



We Are Columbia

COLUMBIA CITY COUNCIL MEETING MINUTES TUESDAY, AUGUST 4, 2020

The Public Hearing was held on July 21, 2020 and first reading was deferred.

Upon a motion made by Mr. McDowell and seconded by Mayor Benjamin, Council voted unanimously to give first reading approval to the Zoning Map Amendment for 3209 N. Beltline Blvd., TMS# 14004-01-09.

ORDINANCE - FIRST READING

29. Ordinance No.: 2020-070 Granting an encroachment to Ray Borders Gray for the use of the right of way area of the 1400 block of Oak Street and 2300 block of Washington Street for the installation and maintenance of a concrete walkway adjacent to 1404 Oak Street, Richland County TMS#11407-15-09 – *Approved on first reading.*

Councilor McDowell asked to add a caveat to clarify the issues of encroachment, particularly in historical districts.

Ms. Teresa Wilson, City Manager said I will work with staff on distributing broadly how that process should be followed by our citizens moving forward. We will act accordingly to get that information to all constituents.

Upon a motion made by Mr. Rickenmann and seconded by Mr. Duvall, Council voted unanimously to give first reading approval to Ordinance No.: 2020-070 Granting an encroachment to Ray Borders Gray for the use of the right of way area of the 1400 block of Oak Street and 2300 block of Washington Street for the installation and maintenance of a concrete walkway adjacent to 1404 Oak Street, Richland County TMS#11407-15-09, with the caveat that future issues with encroachments be clarified, particularly in historic districts.

RESOLUTIONS

30. Resolution No.: R-2020-049 Urging the United States Congress to Extend the Emergency Rental Assistance Program for citizens impacted by COVID-19 and Requesting the Richland County and Lexington County Magistrate Courts to Stay all Evictions of Tenants within the corporate limits of the City of Columbia Financially Impacted by the Emergency Situation Caused by SARS-CoV-2 (the Coronavirus) – *Approved*



We Are Columbia

**COLUMBIA CITY COUNCIL MEETING MINUTES
TUESDAY, AUGUST 4, 2020**

Mayor Benjamin said this is an updated resolution we considered several months ago before the Chief Justice of the Supreme Court took action. This remains a challenge for some of our families in the community. We wanted to make sure that our position was clear to our county magistrates who handle these issues.

Upon a motion made by Mayor Benjamin and seconded by Mr. Davis, Council voted unanimously to approve Resolution No.: R-2020-049 Urging the United States Congress to Extend the Emergency Rental Assistance Program for citizens impacted by COVID-19 and Requesting the Richland County and Lexington County Magistrate Courts to Stay all Evictions of Tenants within the corporate limits of the City of Columbia Financially Impacted by the Emergency Situation Caused by SARS-CoV-2 (the Coronavirus).

31. Resolution No.: R-2020-076 Certifying Building Site as an Abandoned Building Pursuant to the South Carolina Abandoned Buildings Revitalization Act, Title 12, Chapter 67, Section 12-67-100 et seq., of the South Carolina Code of Laws (1976), as amended, regarding property located at 2901 Rosewood Drive, Richland County TMS # 11314-08-08 - *Approved*

Upon a motion made by Mayor Benjamin and seconded by Ms. Devine, Council voted unanimously to approve Resolution No.: R-2020-076 Certifying Building Site as an Abandoned Building Pursuant to the South Carolina Abandoned Buildings Revitalization Act, Title 12, Chapter 67, Section 12-67-100 et seq., of the South Carolina Code of Laws (1976), as amended, regarding property located at 2901 Rosewood Drive, Richland County TMS # 11314-08-08.

32. Resolution No.: R-2020-077 Certifying Building Site as an Abandoned Building Pursuant to the South Carolina Abandoned Buildings Revitalization Act, Title 12, Chapter 67, Section 12-67-100 et seq., of the South Carolina Code of Laws (1976), as amended, regarding property located at 301 Assembly Street, Richland County TMS #11204-02-06 and 11204-02-02 - *Approved*

Upon a motion made by Mr. Duvall and seconded by Mr. Davis, Council voted unanimously to approve Resolution No.: R-2020-077 Certifying Building Site as an Abandoned Building Pursuant to the South Carolina Abandoned Buildings Revitalization Act, Title 12, Chapter 67, Section 12-67-100 et seq., of the South Carolina Code of Laws (1976), as amended, regarding property located at 301 Assembly Street, Richland County TMS #11204-02-06 and 11204-02-02.



COLUMBIA CITY COUNCIL MEETING MINUTES TUESDAY, AUGUST 4, 2020

APPOINTMENTS

33. Design Development Review Commission - *Approved*

Upon a motion made by Mr. Rickenmann and seconded by Mayor Benjamin, Council voted unanimously to approve the appointment of Mr. Taylor Wolfe, as a realtor from District 4 and Mr. Andrew Saleeby, as a community representative from District 4 to the Design Development Review Commission.

CITY COUNCIL COMMITTEE REPORTS / REFERRALS

Upon a motion made by Mr. Brennan and seconded by Mayor Benjamin, Council voted unanimously to refer a review of the City's Development Services processes for Council and the public's information and a review of any possible efficiencies and enhancements to best practices.

PUBLIC INPUT

Voice Message from Ms. Katherine Davis, City of Columbia resident said I want to thank the City Council for their time and attention in meeting with the Richland County Black Collective in regards to our police reform proposals. We are enthusiastic and looking forward to meeting collectively with all of you. We are hoping to schedule this as soon as possible.

Voice Message from Ms. Catherine Bruce, City of Columbia resident said I want to remind you of the issue of residential permit parking at 2214 Hampton Street. The protocol for residential parking was followed, including community meetings, parking study, and signage. I paid for the signage and permits issued by the City that I had for two years before they were abruptly removed last year. Without these signs I have not been able to follow the directives of Code Enforcement of having trash picked up and being able to put yard debris on the street because of the 24-hour presence of cars and other issues documented in a letter that I sent to you all in March. With Allen University bringing students back in August, I did want to appeal to Council to return the residential parking only 24 hours sign at 2214 Hampton Street prior to the students returning.

EXECUTIVE SESSION

Upon a motion made by Mr. Duvall and seconded by Mr. Davis, Council voted unanimously to enter into Executive Session at 3:10 p.m. for the discussion of **Items 34 and 35** as amended to add 2221 Devine Street to **Item 35**.



We Are Columbia

**COLUMBIA CITY COUNCIL MEETING MINUTES
TUESDAY, AUGUST 4, 2020**

-
34. Receipt of legal advice related to matters covered by attorney-client privilege pursuant to S.C. Code §30-4-70(a)(2)
- COVID-19
 - Every Town
 - CPD After Action Review
 - CPD Policy Review
35. Discussion of negotiations incident to proposed contractual arrangements pursuant to S. C. Code §30-4-70(a)(2)
- JEDA

ADJOURNMENT

Council adjourned the meeting at 4:42 p.m.

Respectfully submitted by:

Erika D. Moore Hammond, CMC
City Clerk

Attachment: MN_08_04_2020 (6290 : Approval of Minutes)



We Are Columbia

COLUMBIA CITY COUNCIL MEETING MINUTES TUESDAY, AUGUST 18, 2020

The Columbia City Council conducted a virtual meeting on Tuesday, August 18, 2020 using video conferencing technology. The Honorable Mayor Stephen K. Benjamin called the meeting to order at 2:12 p.m. and the following members of Council were present: The Honorable Sam Davis, The Honorable Tameika Isaac Devine, The Honorable Howard E. Duvall, Jr., The Honorable 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. Moore Hammond, City Clerk. This meeting was advertised in accordance with the South Carolina Freedom of Information Act.

INVOCATION

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

ADOPTION OF THE AGENDA

Upon a motion made by Mr. Duvall and seconded by Ms. Devine, Council voted unanimously to adopt the agenda, subject to adding the discussion of the employment of an employee to Executive Session, deferring consideration of Item 12, and adding the discussion of COVID-19 to Item 24.

EXECUTIVE SESSION

Upon a motion made by Mr. Duvall and seconded by Mr. Davis, Council voted unanimously to enter into Executive Session at 2:16 p.m. for the discussion of Item 1 and the employment of an employee pursuant to S.C. Code Sec. 30-4-70(a)(1).

1. Receipt of legal advice related to matters covered by attorney-client privilege pursuant to S.C. Code §30-4-70(a)(2)
 - COVID-19
 - Curfew
 - House Parties - Public Nuisance Actions
 - Face Coverings / Mask Violations
 - Swimming Pools / Public Areas at Housing Complexes

Upon a motion made by Mr. Duvall and seconded by Mr. Davis, Council voted unanimously to adjourn the Executive Session and return to the public session at 4:34 p.m.



COLUMBIA CITY COUNCIL MEETING MINUTES TUESDAY, AUGUST 18, 2020

CITY COUNCIL DISCUSSION / ACTION

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

- *COVID-19 Situational Report - Mr. Harry Tinsley, Emergency Management Director*

Mr. Harry Tinsley, Emergency Management Director provided a COVID-19 Situational Report. Cases in the United States are up to 5.4 million with over 174,000 deaths. We are at 106,574 confirmed cases and 2,230 confirmed deaths in South Carolina. There are 691 new cases and 47 confirmed deaths between June 24, 2020 and August 17, 2020. There are 9,229 total cases and 174 deaths in Richland County. Richland County continues in a downward trajectory. Hospital bed capacity statewide is over 76% and ICU bed utilization is at 74%. In South Carolina, there are 1,116 COVID-19 patients hospitalized. In Richland County, the hospital bed utilization rate is down slightly to 82.9%. In the City limits, testing at 2221 Devine Street runs every Tuesday, Friday, and Saturday from 8:00 a.m. to 12:00 p.m. through August 29, 2020.

- *Curfew*
- *House Parties - Public Nuisance Actions*
- *Face Coverings / Mask Violations*
- *Swimming Pools / Public Areas at Housing Complexes*

Mayor Benjamin said we received legal advice on a number of matters that will direct our continued approach. When cases began to rise in the Spring, we put in orders that began to flatten the curve. When the numbers started to improve, our restrictions were reduced statewide despite not meeting CDC levels for reopening. It is our job as lawmakers to continue to pass thoughtful public policy to prevent high risk situations before they happen. Our goal is not to be punitive. We need to step up our public education campaign on masks. We are going to work closely with universities and colleges to implement a coordinated structure asking for consistency, particularly where students are hosting large house parties in direct violation of the governor's executive orders. We want to see large house gatherings and other large events come to an end. We have an action item specifically focused on that. We are going to make a formal request of the governor to continue executive order 2020-53 also known as the last call executive order, when it expires. If not, we reserve the authority as a Council to impose a curfew. We will also request of our student housing complexes and other housing complexes to seriously consider shutting down their community swimming pools until the City's pools reopen. We have an ordinance that will underscore the importance of ending the house parties by amending our City Code to make sure that the renters and landlords are held accountable. Failure to comply with the governor's executive order or any City code will be regarded as a serious offense under our rental property ordinance. With two offenses, it could lead to the revocation of a rental permit.



We Are Columbia

COLUMBIA CITY COUNCIL MEETING MINUTES TUESDAY, AUGUST 18, 2020

Upon a motion made by Mr. Duvall and seconded by Mayor Benjamin, Council voted unanimously to add Ordinance 2020-077 - Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 5, Buildings and Building Regulations, Article VIII, Rental Housing Regulations, Sec. 5-330 Violations and assignment of violations (d)(1)(d) to the agenda.

Mayor Benjamin said we have come too far to stop. We have led every step of the way as a community. We do this in the interest of the preservation of human life.

Councilor Rickenmann said this is not only being passed for students; it is for equitable enforcement across the City. This has to do with us getting back to normalcy.

Mayor Benjamin clarified that property owners that are allowed to rent their properties must comply with a significant number of rules. Violation of those rules culminate into a point system that can lead to revocation of the ability to rent that property. It appears that the vast majority of challenges colleges are facing are usually because of events that happen off campus. We are trying to work with the universities, students, neighborhoods, and landlords to end house parties that have led to the proliferation of cases. This ordinance deems a large house party as a serious offense under our ordinances, which serves as a 10-point penalty. Once you accumulate a 15-point penalty, it can lead to revocation of your permit to rent the property. It comes with a substantial fine for reapplication. We are using the enforcement mechanism at our disposal to underscore the importance of seeing these house parties come to an end.

Upon a motion made by Mr. Duvall and seconded by Mr. McDowell, Council voted unanimously to give first reading approval to Ordinance 2020-077 - Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 5, Buildings and Building Regulations, Article VIII, Rental Housing Regulations, Sec. 5-330 Violations and assignment of violations (d)(1)(d).

CONSENT AGENDA ITEMS 3 THROUGH 15

Upon a single motion made by Mr. Davis and seconded by Mr. Duvall, Council voted unanimously to approve **Consent Agenda Items 3 through 11 and 13 through 15**. Consideration of **Item 12** was deferred.

3. Council is asked to approve the purchase of Palmetto 800 MHz Radio Airtime for Fiscal Year 2020/2021, as requested by the Columbia Fire Department. Award to Motorola, Inc., using the SC State Contract, in the amount of \$151,200.00. This vendor is located in Sumter, SC.



We Are Columbia

**COLUMBIA CITY COUNCIL MEETING MINUTES
TUESDAY, AUGUST 18, 2020**

Funding Source: Fire Suppression - Maintenance & Service Contract (1012303-638200). The original budgeted amount is \$160,000.

4. Council is asked to approve Renewal of fiscal year 2020/2021 Cisco SMARTnet Services Contract, as requested by the Information Technology Services Department. Award to NWN Corporation, using the SC State Contract in the amount of \$77,864.51. This vendor is located in Waltham, MA.

Funding Source: Information Technology-Maintenance & Service Contracts (1011120-638200). The original budget amount is \$77,864.51.

5. Council is asked to approve Renewal of the Oracle Support Services Contract, as requested by the Information Technology Services Department. Award to Mythics Inc., using the Region 4 (Omnia)/National IPA Cooperative Contract in the amount of \$164,947.81. This vendor is located in Virginia Beach, VA.

Funding Source: Information Technology-Maintenance & Service Contracts (1011120-638200). The original budget amount is \$185,850.00.

6. Council is asked to approve the Purchase of Repair Parts, Tools, Equipment and Tires, as requested by Fleet Services. Award to the following vendors using the SC State Contract in a total amount not to exceed \$678,800.00.

Funding Source; Equipment Fuel Parts & Repair - Tires & Tubes (6308970-672500). The original budget amount is \$462,800.00. Equipment Services Fuel Parts & Repair - Repair Parts (6308970-672500). The original budget amount is \$216,000.00. The total original budget amount is \$678,800.00.

Vendor	Location	Not to Exceed Amount	Description
NAPA	Columbia, SC	\$216,000.00	NAPA Auto Parts
Piedmont Truck Tires	Greensboro, NC	\$108,000.00	Tires
Frasier Tire	Columbia, SC	\$290,000.00	Tires
Snider Tire	Columbia, SC	\$64,800.00	Tires

7. Council is asked to approve a Contract for Project WM4295: 6-inch Water Main Upgrade along Wisteria Lane, as requested by Columbia Water. Award to Carolina Tap & Bore, Inc. in an amount not to exceed \$73,344.00, which includes contingency. This firm is located in West Columbia, SC.

Funding Source: Engineering - Water & Sewer Improvements (5529999-WM429501-658650). The original budget amount is \$99,156.00.

Attachment: MN_08_18_2020 (6290 : Approval of Minutes)



We Are Columbia

**COLUMBIA CITY COUNCIL MEETING MINUTES
TUESDAY, AUGUST 18, 2020**

This is a Mentor Protégé Program project. Carolina Tap & Bore, Inc., a Local Business Enterprise of West Columbia, SC is the Mentor and will be performing pipe installation at 79% (\$48,285.00) of the total contract value. LG Utility Contractors, Inc., a Minority Business Enterprise (W), of Lugoff, SC is the Protégé and will be providing equipment and personnel to complete the work at 21% (\$12,835.00) of the total contract value.

The following subcontractors/suppliers will be providing additional services/supplies:

Fortiline of Columbia, SC will be providing materials valued at 26% (\$16,000.00), which is included in the Mentor's portion of the work.

8. Council is asked to approve the Waste Disposal and Landfill contract extension for the Solid Waste Division, as requested by Columbia Water. Award to Waste Management Pine Hill C&D Landfill, in the amount of \$440,000.00. This vendor is located in Elgin, SC.

Funding Source: Solid Waste Disposal - Solid Waste Tipping Fee (6208955 - 631900). The original budgeted amount is \$440,000.00.

9. Council is asked to approve a Contract for Project WM453501; Citywide Water Main Repairs for Water Maintenance, as requested by Columbia Water. Award to North American Pipeline Management, Inc. in an amount not to exceed \$473,250.00 which includes contingency. This firm is a Minority Business Enterprise (W) located in Greenville, SC.

Funding Source: Engineering - Water Source Improvements (5516220-WM453501-638500). The original budget amount is \$549,377.40.

This is a Mentor Protégé Program project and a Local Business Enterprise Project. North American Pipeline Management, Inc., the mentor, will be performing water line repairs at 80% (\$315,500.00) of the total contract value. Southern Roots Landscape Management of Columbia, SC is the protégé and will be performing water line repairs at 20% (\$78,875.00) of the total contract value.

10. Council is asked to approve the purchase of Badger AMI Meters for the Water Distribution and Maintenance Divisions, as requested by Columbia Water. Award to Badger Meters, Inc., in an amount not to exceed \$609,163.20. This vendor is located in Milwaukee, WI.

Funding Source: Utilities Water Distribution & Maintenance- Meters, Parts, and Supplies; (5516203-625600). The original budgeted amount is \$800,000.00.

Attachment: MN_08_18_2020 (6290 : Approval of Minutes)



We Are Columbia

**COLUMBIA CITY COUNCIL MEETING MINUTES
TUESDAY, AUGUST 18, 2020**

Description	Unit Price	Quantities	Amount
5/8"x 3/4" Model 25 Meters w/ Orion LTE-M Endpoints	\$138.50	3,000	\$415,500.00
1" Model 55 Meters w/ Orion LTE-M Endpoints	\$184.00	80	\$14,720.00
1 1/2" Model 120 Meters w/ Orion LTE-M Endpoints	\$346.00	120	\$41,520.00
2" Model 170 Meters w/ Orion LTE-M Endpoints	\$475.00	100	\$47,500.00
WA-180/4 E-Series	\$1,850.00	8	\$14,800.00
Orion LTE-M Endpoints	\$75.00	400	\$30,000.00
Subtotal			\$564,040.00
Taxes			\$45,123.20
Total including taxes			\$609,163.20

11. Council is asked to approve an Agreement for Project WM3912; Shandon Area Water Improvements, as requested by Columbia Water. Award to Weston & Sampson, Inc. in the amount of \$1,073,935.00. The firm is located in Columbia, SC.

Funding Source: Water and Sewer Capital Projects Shandon Area Water Replacement (5529999-WM391201-658650). The original budget amount is \$1,073,935.00.

This is a Mentor Protégé Program Project. Weston & Sampson, Inc. of Columbia, SC is the Mentor and will provide field surveying, pipeline design, permitting, bidding assistance, and construction administration services at 73.6% (\$790,485.00) of the total contract amount. Carper Civil Consulting, LLC, a Minority Business Enterprise (W) of Columbia, SC, is the Protégé and will provide design permitting and sub consultant management at 20.0% (\$214,990.00) of the total contract amount.

The following sub consultant will provide additional services:

Civil Engineering Consulting Services, Inc., a Minority Business Enterprise (W) of Columbia, SC, will provide subsurface utility engineering services at 6.4% (\$68,460.00) of the contract value as a sub consultant for Weston and Sampson (prime).

12. Council is asked to approve a Final Renewal and Extension and FY2020-21 Staffing and Services Plan for the Disaster Recovery Program Management Contract, as requested by the Budget and Program Management Office. Award to Landmark Consulting, LLC, a Minority Business Enterprise in the amount of \$2,528,421.80. This firm is located in Columbia, SC. – *Consideration of this item was deferred.*

Funding Source: Flood Recovery 2531116 and will be charged to each grant according to the services provided. The original budgeted amount is \$2,528,421.80.

Attachment: MN_08_18_2020 (6290 : Approval of Minutes)



We Are Columbia

**COLUMBIA CITY COUNCIL MEETING MINUTES
TUESDAY, AUGUST 18, 2020**

13. Council is asked to approve the issuance of Indefinite Delivery Contracts (IDCs) for Utility Relocation Preliminary Engineering Design Services, as requested by Columbia Water. Award to the following firms in a total amount not to exceed \$3,250,000.00 for the three (3) year contract term expiring on June 30, 2023. We also respectfully request Council's approval for the execution of each project specific work order for preliminary design services to be crafted in a form approved by the City Attorney's Office with the final approval and execution by the City Manager or their authorized designee. Project specific Work Order(s) shall be required, executed and issued for each Utility Relocation project identified and awarded under the approved Indefinite Delivery contract(s). The total amount of each work order shall not exceed \$50,000.00 per Utility Relocation project.

Funding Source: Water and Sewer Capital Projects (5529999-WM335521-658650, and 5529999-SS7561401-658650). The original budget amount is \$12,848,340.21. Fiscal Year 2020-2021 amount of \$6,000,000.00 in addition to Fiscal Year 2019-2020 carry over amount of \$6,848,340.21.

Mentor	IDC Not to Exceed Amount through June 30, 2023	Protégé Firm & Location (Minimum 20% required)
Black & Veatch Corp. <i>Overland Park, KS</i>	\$750,000.00	Civil Engineering Consulting Services - MBE (W), Highfill Infrastructure Engineering <i>Columbia, SC</i>
HDR Engineering, Inc. <i>Columbia, SC</i>	\$750,000.00	Highfill Infrastructure Engineering <i>Columbia, SC</i>
Michael Baker International <i>Moon Township, PA</i>	\$750,000.00	Chao & Associates - MBE, Highfill Infrastructure Engineering <i>Columbia, SC</i>
CDM Smith, Inc. <i>Boston, MA</i>	\$250,000.00	Civil Engineering Consulting Service, Inc. - MBE (W) <i>Columbia, SC</i>
Hazen and Sawyer <i>New York, NY</i>	\$250,000.00	DESA, Inc. - MBE (W) <i>Columbia, SC</i>
Mead and Hunt <i>Middleton, WI</i>	\$250,000.00	Highfill Infrastructure Engineering <i>Columbia, SC</i>
Thomas and Hutton <i>Savannah, GA</i>	\$250,000.00	OLH, Inc.- MBE (W) <i>Columbia, SC</i>

The intent of these projects are to meet the requirements of Act 36 for Utility Relocation and Improvement Services reimbursement. The referenced utility relocation projects are coordinated efforts with the public entities to include, but not be limited to, Lexington County, Richland County, and South Carolina Department of Transportation (SCDOT) in accordance with Act 36.

All projects awarded from RFQ004-19-20-BF will utilize the Mentor Protégé Program, requiring a minimum 20% of the project to be completed by the Protégé.

Attachment: MN_08_18_2020 (6290 : Approval of Minutes)



**COLUMBIA CITY COUNCIL MEETING MINUTES
TUESDAY, AUGUST 18, 2020**

14. ZONING MAP AMENDMENT 3209 N. Beltline Blvd., TMS# 14004-01-09

Council District: 2

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

Applicant: Carey Shealy, Statewide Security Systems

Staff recommendation: Denial

PC Recommendation: 06/01/2020; First Motion (to deny the request): 3-3. Second Motion (to approve the request): 4-2

The Public Hearing was held on July 21, 2020 and first reading was deferred. First reading approval was given on August 4, 2020.

15. Ordinance No.: 2020-070 Granting an encroachment to Ray Borders Gray for the use of the right of way area of the 1400 block of Oak Street and 2300 block of Washington Street for the installation and maintenance of a concrete walkway adjacent to 1404 Oak Street, Richland County TMS#11407-15-09

First reading approval was given on August 4, 2020.

RESOLUTIONS

16. Resolution No.: R-2020-022 Authorizing the City Manager to execute a Lease Agreement between the City of Columbia and New Cingular Wireless PCS, LLC for the use of the Columbia Water GenStar Elevated Water Storage Tank Site

Upon a motion made by Mr. McDowell and seconded by Mr. Davis, Council voted unanimously to approve Resolution No.: R-2020-022 Authorizing the City Manager to execute a Lease Agreement between the City of Columbia and New Cingular Wireless PCS, LLC for the use of the Columbia Water GenStar Elevated Water Storage Tank Site.

Attachment: MN_08_18_2020 (6290 : Approval of Minutes)



We Are Columbia

**COLUMBIA CITY COUNCIL MEETING MINUTES
TUESDAY, AUGUST 18, 2020**

17. Resolution No.: R-2020-079 Authorizing the City Manager to execute an Agreement between the City of Columbia and Norfolk Southern Railway Company for Modifications to Grade Crossing Warning Devices (USC Quiet Zone Project)

Upon a motion made by Mr. McDowell and seconded by Mr. Duvall, Council voted unanimously to approve Resolution No.: R-2020-079 Authorizing the City Manager to execute an Agreement between the City of Columbia and Norfolk Southern Railway Company for Modifications to Grade Crossing Warning Devices (USC Quiet Zone Project).

18. Resolution No.: R-2020-083 Declaring Juneteenth a City Holiday

Mayor Benjamin said we haven't had the opportunity to celebrate the adoption of the new City flag which speaks directly to the heart of inclusion and inclusive growth as a community. This is a natural next step to recognizing the end of one of the darkest periods in history.

Councilor Devine said for many years, citizens like Jamal Bradley have hosted Juneteenth celebrations. I am hoping that other states will follow our lead and that we can use this day to celebrate our culture and the contributions African Americans have made.

Upon a motion made by Mr. McDowell and seconded by Ms. Devine, Council voted unanimously to approve Resolution No.: R-2020-083 Declaring Juneteenth a City Holiday.

19. Resolution No.: R-2020-085 Expressing intent of the City Council of the City of Columbia, South Carolina to Participate in the RecoverSC Local Government Liquidity Program; Authorizing the City Manager and Assistant City Manager for Finance and Economic Services, or either of them acting alone, to take Certain Actions and Negotiate Certain Agreements; and Other Matters Relating Thereto

Upon a motion made by Mr. Duvall and seconded by Mayor Benjamin, Council voted unanimously to approve Resolution No.: R-2020-085 Expressing intent of the City Council of the City of Columbia, South Carolina to Participate in the RecoverSC Local Government Liquidity Program; Authorizing the City Manager and Assistant City Manager for Finance and Economic Services, or either of them acting alone, to take Certain Actions and Negotiate Certain Agreements; and Other Matters Relating Thereto.

Attachment: MN_08_18_2020 (6290 : Approval of Minutes)



COLUMBIA CITY COUNCIL MEETING MINUTES TUESDAY, AUGUST 18, 2020

APPOINTMENTS

20. Municipal Court Judges

Upon a motion made by Ms. Devine and seconded by Mayor Benjamin, Council voted unanimously to approve the following:

- Appoint Jessica Mangum as Chief Administrative Judge effective August 18, 2020, Bryan Jeffries as a regular/full-time judge for a 4-year term effective August 18, 2020, and David Collier as a substitute judge for a 4-year term effective October 1, 2020.
- Reappoint Susan Porter and Carlton Bagby as regular/full-time judges for a 2-year term effective August 18, 2020 and Crystal Rookard and Richard Morgan as substitute judges for a 2-year term effective August 18, 2020.

Ms. Teresa Wilson, City Manager announced that the Municipal Association of South Carolina awarded the City of Columbia an Award of Achievement in the Public Safety category for Homeless Court.

OTHER MATTERS

21. CARES Act Substantial Amendment 2020-2024 Consolidated Plan and 2020 Annual Action Plan - Ms. Gloria Saeed, Director of Community Development Department

The Community Development Department conducted a Public Hearing on August 12, 2020 at 6:00 p.m. The public input period closes on Tuesday, August 18, 2020 at 11:59 p.m.

Ms. Gloria Saeed, Director of Community Development Department presented the CARES Act Substantial Amendment 2020-2024. In March 27, 2020, the President signed the Coronavirus Aid Relief and Economic Security Act. The CARES Act is a total of \$5 billion for a community development block grant program. The first round consisted of \$2 billion in CDBG-CV funding. Based on HUD's formula, the City of Columbia was awarded \$611,921 in CDBG-CV funding and \$220,838 in HOPWA funds. These funds must be used to prevent, prepare for, and respond to the Coronavirus. The City will provide assistance to low to moderate income households negatively affected by COVID-19. We are proposing to provide financial assistance for rental and mortgage payments for up to three months; utility payment assistance; and broadband access to Wi-Fi. We are also proposing that the CDBG-CV funding be used to support new and expanding businesses. The City will provide financial support for small businesses to help create and retain jobs. We look for guidance from City Council as to whether or not the Community Development Department or



**COLUMBIA CITY COUNCIL MEETING MINUTES
TUESDAY, AUGUST 18, 2020**

the Office of Business Opportunities will manage the funds for small businesses. The HOPWA funds can continue to be used to provide financial support for permanent housing placement and medical and supportive services for people with HIV/AIDS, short-term rent, mortgage, utilities, street outreach activities, and homeless prevention. We propose to distribute \$220,838 in HOPWA-CV among our HOPWA sponsors who are currently receiving funds. The public comment period ends tonight at 11:59 p.m. Our plans are to submit to HUD by August 21, 2020 and HUD can take up to 45-days to review the proposal.

Upon a motion made by Mayor Benjamin and seconded by Mr. Duvall, Council voted unanimously to approve submission of the CARES Act Substantial Amendment 2020-2024 Consolidated Plan and 2020 Annual Action Plan to the United States Department of Housing and Urban Development.

22. Council is asked to approve Contract Amendment #4 for the Water & Sewer Line Repair Warranty Program Marketing Agreement, as requested by Columbia Water. Award to HomeServe USA Corp. at no cost. This request is to change the contract term to an additional two (2) year term beginning October 31, 2020, with the option to extend the term for an additional three (3) years. This firm is located in Norwalk, CT.

Upon a motion made by Mr. Rickenmann and seconded by Mr. Brennan, Council voted [6 to 1] to approve Contract Amendment #4 for the Water & Sewer Line Repair Warranty Program Marketing Agreement, as requested by Columbia Water. Award to HomeServe USA Corp. at no cost. This request is to change the contract term to an additional two (2) year term beginning October 31, 2020, with the option to extend the term for an additional three (3) years. This firm is located in Norwalk, CT. Voting aye were Mr. Brennan, Mr. Rickenmann, Mr. McDowell, Ms. Devine, Mr. Davis, and Mayor Benjamin. Mr. Duvall voted any.

Councilor Devine asked to schedule consideration of renaming the Change-Up Program at the next meeting.

23. Council is asked to approve the Installation of four (4) Speed Humps on High Street and two (2) Speed Humps on Liberty Street, as requested by the Public Works Department.

The Columbia Police Department and the Columbia Fire Department have reviewed and approved this request.

Upon a motion made by Mr. Duvall and seconded by Mr. Davis, Council voted unanimously to approve the installation of four (4) speed humps on High Street and two (2) speed humps on Liberty Street, as requested by the Public Works Department.



We Are Columbia

COLUMBIA CITY COUNCIL MEETING MINUTES TUESDAY, AUGUST 18, 2020

CITY COUNCIL COMMITTEE REPORTS / REFERRALS

Councilor Devine reported that the Affordable Housing Task Force met on August 11, 2020. We received two great presentations from the National League of Cities on their Homeward Bound Study and from Dr. Bryan Grady from SC Housing. The numbers are instructive as to where we need to go. We will send those presentations for your review.

Councilor Davis reported that the Economic and Community Development Committee also met on August 11, 2020. We received various information and explanations from staff as it relates to contracting and our commitment and efforts to provide opportunities for the participation of minorities in the contracting of services and projects under the City's jurisdiction. We expect periodic updates.

Councilor Rickenmann said the meeting opened up a lot of options for long-term relationships. I commend the staff for the information they provided. I look forward to diving deeper and looking at other options to include landscaping needs around the city.

PUBLIC INPUT

Mr. Jamal Bradley submitted a comment through the City's meeting portal stating that Juneteenth is a time of reflection and rejoicing, community assessment, self-improvement, and planning for the future.

Mr. Scott Linabury, restaurant owner submitted a voicemail through the City's public input portal regarding the mask and rental ordinances. The ordinance is directed at rental properties, but large gatherings can occur at private residences. The selective enforcement of this ordinance is not legal; it has to be across the board.

Councilor Brennan asked that a FAQ for landlords to provide to their tenants be placed on the Resilient Columbia website.

Mr. Vincent Joseph McCarron, IV, President of the Downtown Neighborhood Association submitted a voicemail through the City's public input portal regarding any funding from the CARES Act that can be allocated to meet the delta that will occur in the City Center Partnership's budget for next year.

Mayor Benjamin asked to schedule the consideration of hospitality tax and other appropriations at the September 1, 2020 meeting.

Attachment: MN_08_18_2020 (6290 : Approval of Minutes)



**COLUMBIA CITY COUNCIL MEETING MINUTES
TUESDAY, AUGUST 18, 2020**

EXECUTIVE SESSION

Upon a motion made by Mr. Duvall and seconded by Mr. Brennan, Council voted unanimously to enter into Executive Session at 5:51 p.m. for the discussion of **Items 24** through **27**, subject to adding the discussion of COVID-19 to **Item 24**.

24. Receipt of legal advice related to matters covered by attorney-client privilege pursuant to S.C. Code §30-4-70(a)(2)
 - *Street Paintings*
 - *Columbia Water Collections*
25. Receipt of legal advice relating to a pending, threatened or potential claim pursuant to S.C. Code §30-4-70(a)
 - *Monica Bligen vs. COC*
 - *Phillip Aylan Brown, Jr. vs. COC*
26. Discussion of the employment of an employee pursuant to S.C. Code §30-4-70(a)(1)
 - *Payroll Cycles*
27. Discussion of negotiations incident to proposed contractual arrangements pursuant to S. C. Code §30-4-70(a)(2)
 - *Capital City Stadium*

ADJOURNMENT

The meeting was adjourned at 6:59 p.m.

Respectfully submitted by:

Erika D. Moore Hammond, CMC
City Clerk

Attachment: MN_08_18_2020 (6290 : Approval of Minutes)



We Are Columbia

COLUMBIA CITY COUNCIL MEETING MINUTES THURSDAY, AUGUST 27, 2020

CALL TO ORDER

The Columbia City Council conducted a virtual Emergency Meeting on Thursday, August 27, 2020 using video conferencing technology. The Honorable Mayor Stephen K. Benjamin called the meeting to order at 10:05 a.m. and the following members of Council were present: The Honorable Sam Davis, 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. The Honorable Tameika Isaac Devine was absent. Also present were Ms. Teresa Wilson, City Manager and Ms. Erika D. Moore Hammond, City Clerk. This meeting was advertised in accordance with the South Carolina Freedom of Information Act.

INVOCATION

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

ADOPTION OF THE AGENDA

Upon a motion made by Mr. Duvall and seconded by Mr. Rickenmann, Council voted unanimously to adopt the agenda, subject to adding an Executive Session discussion for the receipt of legal advice related to matters covered by attorney-client privilege pursuant to S.C. Code §30-4-70(a)(2) – COVID-19.

EXECUTIVE SESSION

Upon a motion made by Mr. Duvall and seconded by Mr. Davis, Council voted unanimously to enter into Executive Session at 10:09 p.m. for the receipt of legal advice related to matters covered by attorney-client privilege pursuant to S.C. Code §30-4-70(a)(2) – COVID-19.

Council adjourned the Executive Session at 11:01 a.m.

ORDINANCE - SECOND READING

1. Ordinance 2020-077 Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 5, Buildings and Building Regulations, Article VIII, Rental Housing Regulations, Sec. 5-330 Violations and assignment of violations (d)(1)(d) - *First reading approval was given on August 18, 2020 – Approved on second reading.*



**COLUMBIA CITY COUNCIL MEETING MINUTES
THURSDAY, AUGUST 27, 2020**

Mayor Benjamin said we all recognize the significant efforts being made by this Council, our business community, and students and faculty of the University. We need everyone to step up their game to slow down this rapidly growing public health threat. This is a step in the right direction.

Councilor Rickenmann asked City Manager Wilson to reach out to the University and ask them to provide a list of events and gathering opportunities and what they have planned for the students they have brought back to campus. What plans have they made to accommodate the students?

Councilor Brennan reiterated that we are all in this together. I want to thank the property managers and landlords for helping us educate tenants. We will provide an informative one-pager for them to share with their tenants. We need their help in curbing COVID-19 locally. It will be available online and our Code Enforcement Division will email it to registered landlords.

Mayor Benjamin added that we have been working closely with the University, Benedict, and other colleges. It would be helpful to have their response plans to suppress the growth of the virus. Thank you all for your continued leadership. Ms. Devine had a professional commitment today.

Councilor McDowell asked how we will communicate with property owners who live out of town.

Mr. David Hatcher, Housing Official / Columbia Police Department agreed to send letters to all registered property managers.

Upon a motion made by Mr. Duvall and seconded by Mr. McDowell, Council voted unanimously to give second reading approval to Ordinance 2020-077 Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 5, Buildings and Building Regulations, Article VIII, Rental Housing Regulations, Sec. 5-330 Violations and assignment of violations (d)(1)(d).

ADJOURNMENT

Upon a motion made by Mr. Duvall and seconded by Mr. Davis, Council voted unanimously to adjourn the meeting at 11:10 a.m.

Respectfully submitted by:

Erika D. Moore Hammond, CMC
City Clerk

Attachment: MN_08_27_2020 (6290 : Approval of Minutes)



COLUMBIA CITY COUNCIL MEETING MINUTES TUESDAY, SEPTEMBER 1, 2020

The Columbia City Council conducted a virtual meeting on Tuesday, September 1, 2020 using video conferencing technology. The Honorable Mayor Stephen K. Benjamin called the meeting to order at 2:14 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. Moore 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 AGENDA

Upon a motion made by Mr. Duvall and seconded by Mayor Benjamin, Council voted unanimously to adopt the agenda, subject to adding the Commission on the Future of Columbia to **Item 31**.

APPROVAL OF MINUTES

1. Council is asked to approve the May 19, 2020 and May 31, 2020 City Council Meeting Minutes.

Upon a motion made by Mr. McDowell and seconded by Mr. Rickenmann, Council voted unanimously to approve the May 19, 2020 and May 31, 2020 City Council Meeting Minutes.

CITY COUNCIL DISCUSSION / ACTION

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

Mayor Benjamin said we are still in some challenging times. We expected that while we were enjoying the downward pressure of our collective actions around social distancing and masking, the upward pressure of having the young people come back from all across the world would have a disparate impact on our numbers. We are seeing compliance from a significant number of students and a significant number have not exhibited much regard for the responsibility that we have as we push the pandemic toward deceleration. Many of you saw the actions that Chief Jenkins



COLUMBIA CITY COUNCIL MEETING MINUTES TUESDAY, SEPTEMBER 1, 2020

used in response to the incident at Palmetto Compress. We expect that with continued strict enforcement of the governor's executive order and the mask ordinance we will begin to see downward pressures. We should expect a full report from the University. It is about mutual and collective responsibility. We are well into the semester now so everyone should be aware of their responsibilities, laws, and the executive orders.

– *COVID-19 Situational Report - Mr. Harry Tinsley, Emergency Management Director*

Mr. Harry Tinsley, Emergency Management Director presented a COVID-19 Situational Report. As of Sunday, our state completed over one million total tests. The average positive test rate is 15%. South Carolina has 117,333 confirmed positive cases and 2,588 confirmed deaths. In the City, staff continues to increase testing sites as we partner with DHEC, Prisma Health, CVS Health, and Benedict College. The static testing drive-thru site at 2204 Lee Street will run every Tuesday, Friday, and Saturday from 8:00 a.m. to 12:00 p.m. through Thursday, September 29, 2020. No appointment or referral is needed. We are partnering with CVS Health and Benedict College. On yesterday, testing started at Benedict College, 1903 Two Notch Road on Monday through Saturday from 8:00 a.m. to 5:00 p.m. through September 30, 2020. The jurisdictions within South Carolina that have mask ordinances are seeing a 44.2% decrease in total cases.

Ms. Teresa Wilson, City Manager said by Halloween, individuals should have flu shots. Chief of Staff Benjamin is talking with a private pharmacy that is interested in helping us with flu shots.

Councilor Rickenmann asked Director Tinsley to confirm the testing numbers. There are thousands of tests that are not being calculated. Can you find out what they are doing about that? It is important for us to track this because we are making decisions based on caseloads.

3. Fiscal Year 2020/2021 Budget - Ms. Melisa Caughman, Budget & Program Management Director

– *Financial Update*

Ms. Teresa Wilson, City Manager said I have been monitoring a budget that we prepared without certain revenue projections that we normally have. I can't say enough about our staff who have continued to work through this pandemic. We will share with you some of the creative ways staff has learned to provide seamless service delivery, but in new and different ways, some of which might stay with us for the long-term. We are not at a point to propose any type of amendments. We are running scenarios. We want to talk you through when revenue projections may be more realistic as well as remind you of a few external contracts and special projects that you typically allocate funding towards to see if that is still your intent at this point.



We Are Columbia

COLUMBIA CITY COUNCIL MEETING MINUTES TUESDAY, SEPTEMBER 1, 2020

Ms. Melisa Caughman, Budget & Program Management Director presented a revenue collection timeline along with how COVID-19 impacts projections. We identified specific revenue streams that will be impacted the most. We are not certain about the impact on property taxes. We expect the Local Option Sales Tax (LOST) to be impacted and we will have less credit to give back to our property tax payers. The impact will be on our current fiscal year and next fiscal year's collections. Business licenses are collected annually in May. As businesses are impacted this year, we anticipate that collections will be impacted. Overall, building permit revenue is not significant in the general fund, but any impact can be significant on a budget that has been reduced by \$14 million. The hospitality tax, accommodations tax, and tourism development fees will be impacted by COVID-19. The hospitality tax collections come in monthly. We only have one month of revenue to look at for this fiscal year. The accommodations tax is collected by the state and remitted to us quarterly. The 2019/2020 fourth quarter collections were short and we will not have the first quarter of 2020/2021 until October. The tourism development fee is collected monthly. For the parking fund, we expect for our parking garages, on-street parking, fines, and special events to be impacted. It is too early to make any projections or impacts on what we are doing. As we adopted this year's budget we indicated that we would come back later in the calendar year to consider whether or not we needed to make any other amendments. By November or December, we will have some experience with the revenues and our expenditure activity. Then, we will discuss what we may need to do to either balance budgets or forecast any additional savings as we look forward to the next fiscal year. We want to remind Council about the adoption of the business license model ordinance. We plan to come back in October with plans around the adoption of the model ordinance.

Ms. Teresa Wilson, City Manager said knowing that we need to move forward, we want to make sure that the folks that will be impacted aren't impacted quite as much.

Councilor Duvall said this might be the easiest time to adopt this change. I support moving forward in October.

Councilor Rickenmann said it would be ill-advised to make a change now. We need to get through COVID and let businesses get back on their feet. We are a year out.

Mayor Benjamin said the model ordinance provides many of these organizations with relief, not an additional burden.

Mr. Jeff Palen, Chief Financial Officer / Assistant City Manager for Financial Services said the ordinance would be approved in October, but it would not be effective until the new calendar year.

Attachment: MN_09_01_2020 (6290 : Approval of Minutes)



COLUMBIA CITY COUNCIL MEETING MINUTES TUESDAY, SEPTEMBER 1, 2020

It will not affect renewals until next May. It would affect new businesses as they come in. This will allow staff time to engage with businesses.

Ms. Melisa Caughman, Budget & Program Management Director reported on the City's COVID-19 response costs through June 30, 2020. To date, costs total approximately \$1.1 million. Those costs have been submitted for reimbursement through the CARES Act. We also submitted an application for FEMA Public Assistance in the amount of \$877,000. The costs cannot be submitted under both categories. Under phase 2 funding, we are hopeful that the \$1.5 million that City Council allocated for small businesses can be submitted for reimbursement along with the allocation to Senior Resources. Some of this may not be eligible for reimbursement. We have received \$2.9 million from the EDA, \$611,000 from CDBG-CV, \$220,000 from HOPWA-CV, and up to \$255,000 from OJP-BJA.

– External Contracts and Special Projects

Ms. Melisa Caughman, Budget & Program Management Director reviewed the external services contracts. The funding sources for some of these contracts are split between budgets that are significantly impacted. We need to know what Council's direction is in terms of moving forward with these allocations. These contracts include One Columbia, Fast Forward, River Alliance, and Together We Can Read.

The members of Council discussed various funding scenarios for the contracts and special projects.

– Hospitality Tax Funding

Ms. Melisa Caughman, Budget & Program Management Director said the hospitality tax budget was passed at \$7.1 million, which is almost a \$4.2 million reduction from the prior year's budget. The budget includes debt service, but not the issuance of new debt. There is \$2.5 million available for allocation. In fiscal year 2019/2020, we reduced the forecasted revenues in March and we scaled back transfers. We ended the year with some fund balance.

Councilor Duvall said Council was sent a list of the hospitality tax allocations and I will add a few amendments to that. There is a request to add \$35,000 for the Black Expo and \$10,000 for Leisure Fun. We have core obligations to organizations like the Columbia Museum of Art, Historic Columbia, and EdVenture where they are partly owned by the City of Columbia and we need to fund them. We had a three-year commitment to the Clean and Safe Program and they remained at 100%. Other than that, it was generally a 25% reduction from what organizations received last year. There was a need to keep the business organizations in place. We will use them as conduits of information and to maintain the tourism base we will have on the other side of the pandemic.



We Are Columbia

**COLUMBIA CITY COUNCIL MEETING MINUTES
TUESDAY, SEPTEMBER 1, 2020**

We want to make sure that organizations have funds available to them for events in the next 12-month cycle.

Mayor Benjamin said this includes the Black Expo and Leisure Fun. It shifts about \$150,000 in funding for the City Center Partnership into another pot. Provisions for the ballets are included as well. The North Columbia Business Association will receive \$50,000.

Councilor Duvall said the City Center Partnership will be funded from the Economic Development section under the Water & Sewer Fund. They have been getting \$70,000 from that pot and because of the purchase of the U.S. Post Office, 1401 Main, and the United Way Building on Main Street, we are increasing that allocation to \$150,000.

Ms. Teresa Wilson, City Manager said we have been using that fund for Economic Development initiatives that Ryan brings to you. Is it an additional \$150,000?

Councilor Duvall said it will be a total of \$150,000 for the City Center Partnership. It will take \$80,000 out of that fund.

The members of Council discussed the ability to reallocate funding from cancelled events.

Councilor McDowell said there has been a food sharing program in the City and I would like to keep funding for programs like that.

Councilor Davis said he would like to see a concerted effort to deal with food deserts.

Mayor Benjamin requested an update on non-profit organizations at the next meeting.

Upon a motion made by Mr. Duvall and seconded by Mayor Benjamin, Council voted unanimously to approve the hospitality tax funding spreadsheet as amended to appropriate \$30,000 to the Black Expo and \$10,000 to Leisure Fun and to withdraw the North Columbia Business Association from this spreadsheet.

Upon a motion made by Mr. Davis and seconded by Mr. Duvall, Council voted unanimously to appropriate \$50,000 from the hospitality tax fund to the North Columbia Business Association. Ms. Devine abstained from voting due to a potential conflict of interest.

Attachment: MN_09_01_2020 (6290 : Approval of Minutes)



**COLUMBIA CITY COUNCIL MEETING MINUTES
TUESDAY, SEPTEMBER 1, 2020**

Upon a motion made by Mr. Duvall and seconded by Mr. McDowell, Council voted unanimously to fund the City Center Partnership at \$150,000 from the Economic Development Fund as a fee in lieu for properties owned by the City.

Councilor Rickenmann said the renewal is coming up for the City Center Partnership and I would like to request at the appropriate time that a small committee of Council meet with them to discuss restructuring of the board to be more reflective of the people who are paying the fee.

Councilor Devine said the Yellow Shirts have done an amazing job during the pandemic with helping us address a lot of needs. They release some of that demand from our Police Department. We need to look at how we capitalize on that model to make sure we are able to do that in other areas as well.

– Accommodations Tax Funding

Ms. Melisa Caughman, Budget & Program Management Director said the accommodations tax budget is \$1.4 million, which is a \$1.2 million reduction. City staff has not made any recommendations on allocations. Funding is typically allocated to two organizations based on state law and through the committee process. Those organizations are Experience Columbia at 85% and Lake Murray Country at 15%.

Upon a motion made by Mayor Benjamin and seconded by Mr. Davis, Council voted unanimously to accept the recommendation to appropriate \$52,353 to One Columbia and \$20,000 to Together We Can Read from the accommodations tax fund's general purpose 5%.

4. Zoning Map Revision - Ms. Krista Hampton, Planning and Development Services Director and Ms. Rachel Bailey, Zoning Administrator

Ms. Rachel Bailey, Zoning Administrator said we met with you all in January 2020 to discuss the Unified Development Ordinance. We have since completed the draft map. We are proposing to conduct virtual public meetings and one-on-one meetings via telephone or video. We hope to have the map before the Planning Commission at the end of this year and bring the map to City Council in January 2021. Once we schedule the zoning public hearing, we need to make sure that it occurs on that date.

Ms. Krista Hampton, Planning and Development Services Director proposed to have a virtual public meeting in late September and a week of one-on-one appointments. If necessary, we can bring the map revision back at a work session and the Planning Commission in October. The



COLUMBIA CITY COUNCIL MEETING MINUTES TUESDAY, SEPTEMBER 1, 2020

Planning Commission will hear and recommend the map in November and we will notice the zoning public hearing in December to include a mailing 30-days out along with postings. The public hearing will be held in January, second reading will occur in February, and the map will be effective on March 31, 2021. The map is published at www.columbiasc.gov.

CONSENT AGENDA ITEMS 5 THROUGH 19

Upon a single motion made by Mr. Rickenmann and seconded by Mr. Duvall, Council voted unanimously to approve **Consent Agenda Items 5 through 19**.

5. Council is asked to approve the Purchase of seventy-five (75) Body Armor Jackets, as requested by the Columbia Police Department. Award to Lawmen's using the SC State Contract in the amount of \$71,199.00. This vendor is located in Columbia, SC. - *Approved*

Funding Source: Police Administrative Services - Uniforms & Clothing (1012402-624100). The original budgeted amount is \$80,000.00.

6. Council is asked to approve the Renewal of Banner CIS & Microfocus Annual Maintenance Licenses, as requested by the Budget and Program Management Office. Award to Hansen Banner, LLC, in the amount of \$122,380.86. This firm is located in Carlsbad, CA. - *Approved*

Funding Source: Program Management Office-Maintenance & Service Contract (6218950-638200). The original budget amount is \$122,380.86.

7. Council is asked to approve the Renewal of Kronos Workforce Annual Subscription Services for employee time keeping and software support services, as requested by the Information Technology Services Department. Award to Kronos Inc. in the amount of \$246,865.49. This vendor is located in Chelmsford, MA. - *Approved*

Funding Source: Program Management Office-Maintenance & Service Contract (6218950-638200). The original budget amount is \$246,865.49.

8. Council is asked to approve the purchase of Two (2) Ram 2500 Tradesman Crew Cab 4X4 Trucks for the Metro Wastewater Treatment Plant, as requested by the Fleet Services Division. Award to Santee Automotive, LLC using the SC State Contract in the amount of \$65,650.00. This vendor is located in Manning, SC. - *Approved*

Funding Source: Utilities Wastewater Maintenance-Auto, Trucks Heavy Equipment-Capital (5516205-658500). The original budget amount is \$65,650.00.

Attachment: MN_09_01_2020 (6290 : Approval of Minutes)



**COLUMBIA CITY COUNCIL MEETING MINUTES
TUESDAY, SEPTEMBER 1, 2020**

9. Council is asked to approve the purchase of Three (3) Ford Rangers Trucks for the Wastewater Maintenance Division, as requested by the Fleet Services Division. Award to Vic Bailey Ford Inc., using the SC State Contract in the amount of \$88,917.00. This vendor is located in Spartanburg, SC. - *Approved*

Funding Source: Utilities Wastewater Maintenance - Auto, Trucks, Heavy Equipment-Capital (5516205-658500). The original budget amount is \$88,917.00.

10. Council is asked to approve the purchase of Two (2) Western Star Dump Trucks and Extended Warranty for the Wastewater Maintenance Division, as requested by the Fleet Services Division. Award to Shealy's Truck Center Inc., using the SC State Contract in the amount of \$321,322.00. This vendor is located in Columbia, SC. - *Approved*

Funding Source: Utilities Wastewater Maintenance- Auto, Trucks Heavy Equipment-Capital (5516205-658500). The original budget amount is \$321,322.00.

11. Council is asked to approve the purchase of a Sewer Cleaning Truck for the Wastewater Maintenance Division, as requested by the Fleet Services Division. Award to Jet Vac Equipment Company, using the Sourcwell Cooperative Contract in the amount of \$412,957.31. This vendor is located in Sumter, SC. - *Approved*

Funding Source: Utilities Wastewater Maintenance- Auto, Trucks Heavy-Equipment Capital (5516205-658500). The original budget amount is \$412,957.31.

12. Council is asked to approve the purchase of Magnesium Hydroxide for the Metro Wastewater Treatment Plant, as requested by Columbia Water. Award to Premier Magnesia, LLC, as a Sole Source in the amount of \$702,983.66. This vendor is located in Wayne, PA. - *Approved*

Funding Source: Utilities Metro Wastewater Plant - Chemicals (5516208-624800). The original budget amount is \$1,292,000.00.

13. Council is asked to approve an agreement for Project SS7559; 42-Inch West Columbia Riverwalk Sanitary Sewer Main Protection, as requested by Columbia Water. Award to Thomas & Hutton Engineering Company, Inc. in the amount of \$139,896.00. The firm is located in Columbia, SC. - *Approved*

Funding Source: Water and Sewer Capital Projects 42-Inch West Columbia Riverwalk SS Main Protection (5529999-SS755901-658650). The original budget amount is \$139,896.00.

Attachment: MN_09_01_2020 (6290 : Approval of Minutes)



We Are Columbia

COLUMBIA CITY COUNCIL MEETING MINUTES TUESDAY, SEPTEMBER 1, 2020

This is a Mentor Protégé Program Project. Thomas & Hutton Engineering Company of Columbia, SC is the Mentor and will provide project administration, project management, field reconnaissance, and preliminary utility coordination services at 69.4% (\$97,065.00) of the total contract amount. OLH, Inc., a Minority Business Enterprise (W) of Columbia, SC, is the Protégé and will provide construction administration, general administration of construction contract, change management, submittal and pay application review, completion monitoring and documentation, and periodic construction observation services at 20.6% (\$28,856.00) of the total contract amount.

The following sub consultant will provide additional services:

Terracon Consulting Engineers of Columbia, SC will provide environmental studies and geotechnical investigation services at 10.0% (\$13,975.00) of the contract value.

14. Council is asked to approve Contract Amendment #4 for Project SS7306; Wastewater Collection Flow Monitoring Services, as requested by Columbia Water. Award to Woolpert, Inc. in the amount of \$376,890.00. This firm is located in Columbia, SC. - *Approved*

Funding Source: Engineering Wastewater System Improvements - Special Contracts - Water/Sewer, Stormwater (5516221-638305). The original budget amount for this amendment is \$376,890.00. The total revised budget amount is \$829,509.00.

15. Council is asked to approve a Contract for Project WM3078; New 6"/8" Water Main Washington Park Subdivision, as requested by Columbia Water. Award to Carolina Tap & Bore, Inc. in an amount not to exceed \$1,012,128.00, which includes contingency. This firm is located in West Columbia, SC. - *Approved*

Funding Source: Engineering - Water & Sewer Improvements (5529999-WM307801-658650). The original budget amount is \$1,135,257.00.

This is a Mentor Protégé Program project. Carolina Tap & Bore, Inc., a Local Business Enterprise of West Columbia, SC is the Mentor and will be performing pipe installation services at 53% (\$446,317.60) of the total contract value. LG Utility Contractors, Inc., a Minority Business Enterprise (W), of Lugoff, SC is the Protégé and will be providing equipment and personnel to complete the work at 21% (\$177,122.40) of the total contract value.

The following subcontractors/suppliers will be providing additional services/supplies:

Fortiline of Columbia, SC will be providing materials valued at 26% (\$220,000.00).

16. Council is asked to approve an Agreement for Project SS7560; Lower Crane Creek Equalization Storage, as requested by Columbia Water. Award to Hazen and Sawyer in the amount of \$1,848,321.00. The firm is located in Columbia, SC. - *Approved*

Attachment: MN_09_01_2020 (6290 : Approval of Minutes)



We Are Columbia

COLUMBIA CITY COUNCIL MEETING MINUTES TUESDAY, SEPTEMBER 1, 2020

Funding Source: Water and Sewer Capital Projects Lower Crane Creek Storage Facility and Pump Station (5529999-SS756001-658650). The original budget amount is \$1,848,321.00.

This is a Mentor Protégé Program Project. Hazen and Sawyer of Columbia, SC is the Mentor and will provide project guidance services at 57.1% (\$1,055,410.00) of the total contract amount. Palmetto Consulting Engineering Group, Inc., a Minority Business Enterprise (W) of Chapin, SC, is the Protégé and will provide drafting, permitting, specifications, coordination of subs, and construction observation services at 20.9% (\$386,611.00) of the total contract amount.

The following sub-consultants will provide additional services:

Mrrngineering, Inc., a Minority Business Enterprise (W) of Columbia, SC, will provide electrical engineering services at 3.0% (\$54,400.00) of the total contract amount.

Michael Baker International of Columbia, SC will provide resident construction representative services at 17.8% (\$329,400.00) of the total contract amount.

Terracon of Columbia, SC will provide geotechnical investigation services at 1.2% (\$22,500.00) of the total contract amount.

17. Council is asked to approve a contract for Project SD8449-01; Gills Creek Debris Removal, as requested by Columbia Water. Award to Hammerhead Utilities, LLC in an amount not to exceed \$1,909,635.00, which includes contingency. This firm is located in Columbia, SC. - Approved

Funding Source: Storm Water Improvements Capital Projects (5549999-SD844901-658650). The original budget amount is \$5,832,902.00. The award amount is for \$1,909,635, a savings from the original estimate. The debris removal was focused in the areas that impacted residences and businesses in City limits only. The savings will be used for other stormwater projects.

Hammerhead Utilities, LLC, the prime contractor, will be performing debris removal services at 60.39% (\$886,950.00) of the total contract value. This project was bid as a Columbia Disadvantaged Business Enterprise (CDBE) program project with a 20% CDBE goal that was met at 39.61% (\$582,000.00) of the total contract value.

The following sub-contractors will be providing the following services:

L.A. Barrier & Son, Inc., a Minority Business Enterprise (W) and a CDBE of Lexington, SC, will be providing hauling services at 28.59% (\$420,000.00) of the total contract value.

Hammer Construction, LLC, a Minority Business Enterprise (W) and a CDBE of Columbia, SC, will be providing labor, equipment, and disposal services at 11.02% (\$162,000.00) of the total contract value.

Attachment: MN_09_01_2020 (6290 : Approval of Minutes)



We Are Columbia

**COLUMBIA CITY COUNCIL MEETING MINUTES
TUESDAY, SEPTEMBER 1, 2020**

18. Council is asked to approve the Final Renewal for CDBG-DR Services and Extension of terms only for the Disaster Recovery Program Management Contract, as requested by the Budget and Program Management Office. Award to Landmark Consulting, LLC, a Minority Business Enterprise, in the amount of \$2,448,774.48. This firm is located in Columbia, SC. - *Approved*

Funding Source: Flood Recovery (2531116) and will be charged to each grant according to the services provided. The original budget amount is \$2,448,774.48.

Staff has negotiated a combined services fee not to exceed \$2,448,774.48 for the specified needs included in the agreement for the final renewal period through December 31, 2020 and the first year of the extended contract period of January 1, 2021 through December 31, 2021.

CDBG-DR Services through September 30, 2020	\$1,240,538.69
FEMA Disaster Recovery Services through December 31, 2020	\$ 561,947.06
<i>Total for Renewal Period</i>	<u>\$1,802,485.75</u>
 FEMA Disaster Recovery Services January 1, 2021 to December 31, 2021 - <i>First Year Ext.</i>	 <u>\$ 646,288.72</u>
 Total Renewal Period & Extension	 <u>\$2,448,774.48</u>

19. Council is asked to approve an Agreement for Project SS7539; Major Sewer Pipe Rehabilitation Cured-in-Place Project (CIPP) and Spray Applied Geopolymer Project, as requested by Columbia Water. Award to Black & Veatch Corporation in the amount of \$3,735,445.00. The firm is located in Columbia, SC. - *Approved*

Funding Source: Water and Sewer Capital Projects Major Sewer Pipe Rehabilitation CIPP and Spray Applied Geopolymer Project (5529999-SS753901-658650). The original budget amount is \$3,735,445.00.

This is a Mentor Protégé Program Project. Black & Veatch Corporation of Columbia, SC is the Mentor and will provide design, permitting, bidding assistance, and construction phase services at 77.3% (\$2,885,895.00) of the total contract amount. Highfill Infrastructure Engineering, PC, a Small Business Enterprise (SBE) of Columbia, SC, is the Protégé and will provide design, field reconnaissance, regulatory review, utility coordination, permitting construction observation, and management of sub-consultants services at 21.2% (\$794,550.00) of the total contract amount.

The following sub consultant will provide additional services:

Bunnell-Lammons Engineering of Greenville, SC will provide geotechnical exploration services at 1.5% (\$55,000.00) of the contract value.

Attachment: MN_09_01_2020 (6290 : Approval of Minutes)



We Are Columbia

**COLUMBIA CITY COUNCIL MEETING MINUTES
TUESDAY, SEPTEMBER 1, 2020**

ORDINANCES - FIRST READING

20. Ordinance No.: 2020-072 Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 23, Utilities and Engineering, Article V, Water and Sewer Rates, Sec. 23-144 Special water service fees (f) (*Payment arrangement extension*) – *Approved on first reading.*

Upon a motion made by Mr. Duvall and seconded by Mr. McDowell, Council voted unanimously to give first reading approval to Ordinance No.: 2020-072 Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 23, Utilities and Engineering, Article V, Water and Sewer Rates, Sec. 23-144 Special water service fees (f).

21. Ordinance No.: 2020-073 Authorizing the City Manager to execute a Fourteenth Amendment to Purchase Agreement between the City of Columbia and Bright-Meyers 2001 LLC for the sale of 5.97 +/- acres (Capital City Stadium) Richland County TMS #11204-02-02 – *Approved on first reading.*

Upon a motion made by Mr. Brennan and seconded by Mr. Duvall, Council voted unanimously to give first reading approval to Ordinance No.: 2020-073 Authorizing the City Manager to execute a Fourteenth Amendment to Purchase Agreement between the City of Columbia and Bright-Meyers 2001 LLC for the sale of 5.97 +/- acres (Capital City Stadium) Richland County TMS #11204-02-02, subject to amending the extension from 60-days to 120-days.

22. Ordinance No.: 2020-078 Adopting the Commercial Revolving Loan Fund ("CRLF") Code, revised August 18, 2020 – *Approved on first reading*

Upon a motion made by Mr. Duvall and seconded by Ms. Devine, Council voted unanimously to give first reading approval to Ordinance No.: 2020-078 Adopting the Commercial Revolving Loan Fund ("CRLF") Code, revised August 18, 2020.

23. Ordinance No.: 2020-079 Adopting the Revolving Loan Fund (RLF) Plan for CARES Act Revolving Loan Fund Supplemental Disaster Recovery and Resiliency Awards

Upon a motion made by Mr. McDowell and seconded by Mr. Davis, Council voted unanimously to give first reading approval to Ordinance No.: 2020-079 Adopting the Revolving Loan Fund (RLF) Plan for CARES Act Revolving Loan Fund Supplemental Disaster Recovery and Resiliency Awards.

Attachment: MN_09_01_2020 (6290 : Approval of Minutes)



We Are Columbia

**COLUMBIA CITY COUNCIL MEETING MINUTES
TUESDAY, SEPTEMBER 1, 2020**

24. Ordinance No.: 2020-080 Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 2, Administration, Article III, Directors, Departments and Employees, Sec. 2-127 Director of municipal court/administrative municipal court judge; Chapter 13, Municipal Court, Sec. 13-2 Administrative municipal court judge and municipal court judges; add Sec. 13-6. Court administrator, and renumber sections – *Approved on first reading.*

Upon a motion made by Mr. Rickenmann and seconded by Mr. Duvall, Council voted unanimously to give first reading approval to Ordinance No.: 2020-080 Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 2, Administration, Article III, Directors, Departments and Employees, Sec. 2-127 Director of municipal court/administrative municipal court judge; Chapter 13, Municipal Court, Sec. 13-2 Administrative municipal court judge and municipal court judges; add Sec. 13-6. Court administrator, and renumber sections.

RESOLUTIONS

25. Resolution No.: R-2020-011 Approving the renaming of the Change-Up Program to the “Deborah Christie Customer Assistance Program” - *Approved*

Upon a motion made by Ms. Devine and seconded by Mr. McDowell, Council voted unanimously to approve Resolution No.: R-2020-011 Approving the renaming of the Change-Up Program to the “Deborah Christie Customer Assistance Program”.

Ms. Teresa Wilson, City Manager said starting tomorrow, Assistant City Manager Shealy and his team will be pushing out information regarding marketing, payment plans, and other initiatives to help customers during this time.

26. Resolution No.: R-2020-086 Authorizing the Incorporation of the Columbia Community Investment Fund, a South Carolina Nonprofit Corporation, for the Purpose of Applying for Certification as a Community Development Entity and Applying for one or more Allocations Under the New Markets Tax Credit Program and Authorizing the Performance of Any and All Actions Necessary for the Formation and Organization of the Corporation- *Approved*

Councilor Brennan asked if the City had an organization like this in the past.

Attachment: MN_09_01_2020 (6290 : Approval of Minutes)



COLUMBIA CITY COUNCIL MEETING MINUTES TUESDAY, SEPTEMBER 1, 2020

Ms. Teresa Wilson, City Manager said yes, we had a similar organization. It is a formality for the funds to pass through the City. We have been going through an extensive application process and we do not know how much will be allocated.

Upon a motion made by Mr. McDowell and seconded by Ms. Devine, Council voted unanimously to approve Resolution No.: R-2020-086 Authorizing the Incorporation of the Columbia Community Investment Fund, a South Carolina Nonprofit Corporation, for the Purpose of Applying for Certification as a Community Development Entity and Applying for one or more Allocations Under the New Markets Tax Credit Program and Authorizing the Performance of Any and All Actions Necessary for the Formation and Organization of the Corporation.

APPOINTMENTS

27. Bicycle Pedestrian Advisory Committee

Upon a motion made by Mr. Brennan and seconded by Mayor Benjamin, Council voted unanimously to appoint Mr. William Baker to the Bicycle Pedestrian Advisory Committee.

28. Central Midlands Council of Governments

Upon a motion made by Mr. Duvall and seconded by Mr. Brennan, Council voted unanimously to reappoint Mr. Robert Liming to the Central Midlands Council of Governments.

29. Design Development Review Commission

Upon a motion made by Mr. McDowell and seconded by Mayor Benjamin, Council voted unanimously to appoint Mr. James Baker to the Design Development Review Commission.

30. Planning Commission – *Consideration of this item was deferred.*

PUBLIC INPUT

No public comments were received at this time.



We Are Columbia

**COLUMBIA CITY COUNCIL MEETING MINUTES
TUESDAY, SEPTEMBER 1, 2020**

EXECUTIVE SESSION

Upon a motion made by Mr. Duvall and seconded by Mayor Benjamin, Council voted unanimously to enter into Executive Session at 4:13 p.m. for the discussion of **Items 31** and **32** as amended to add the Commission on the Future of Columbia to **Item 31**.

31. Receipt of legal advice related to matters covered by attorney-client privilege pursuant to S.C. Code §30-4-70(a)(2)
 - COVID-19
 - Business License Extensions
32. 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)
 - Large User Rate Analysis
 - Create Opportunity Columbia

ADJOURNMENT

The meeting was adjourned at 5:46 p.m.

Respectfully submitted by:

Erika D. Moore Hammond, CMC
City Clerk

Attachment: MN_09_01_2020 (6290 : Approval of Minutes)



We Are Columbia

MEETING DATE: November 10, 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 Director



We Are Columbia

MEETING DATE: November 10, 2020

DEPARTMENT: Procurement and Contracts

FROM: Sandra Wright, Purchasing Agent

SUBJECT: Council is asked to approve the purchase of Body Cameras, Bay Docking Stations, and Service Plans, as requested by the Columbia Police Department. Award to COBAN Technologies, Inc., using the H-GAC Law Enforcement Speed Detection & Video Equipment Cooperative Contract in the amount of \$137,646.00. This vendor is located in Houston, TX.

REQUISITION NO.: R207400

FUNDING SOURCE & ORIGINAL BUDGET: Funding Source: Special Restricted Funds - Computer Equipment/Hardware; GL Account (2119999-627500); 2018 Body - Worn Camera Grant - Computer Equipment/Hardware: JL Account (9226000019-627500). The original budget amount is \$138,000.00.

CLEAN WATER 2020?: No

FOCUS AREAS: Innovative & High Quality Municipal Services

We respectfully request Council's approval for this purchase using the Contract# EF04-19 Vendor, COBAN Technologies, Inc., at the following cost plus sales tax.

Coban Body Cameras, Bay Dockings Stations, and Service Plans	
Base Price	\$127,450.00
SC State Taxes	\$10,196.00
PO Total	\$137,646.00

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

ATTACHMENTS:

- Quote (PDF)
- H-GAC Cooperative Information (PDF)



City of Columbia

Information Technology

Approved Quote

Approval : 10/15/2020 **Expiration :** 12/11/2020

Vendor : Safefleet **Quote # :** Q-12939-6

Description : Coban body cameras, 8 bay docking stations, service plans

Approver : Tony Robertson - Systems Administrator

Object Code : 627500 - Computer Equipment, Hardware & Peripherals

Comments : HGAC contract pricing sheet is included.

Important Notes

Shipping:	All deliveries are to be sent to the IT Helpdesk. Use location # L0053 in IFAS.
Credit Card:	Use of a Credit Card for technology purchases is not allowed unless otherwise approved by a member of the IT department.
Computers:	New computers are subject to Microsoft Licensing Fees. Please refer to the Budget Guide for details. Replacement computers assume the license of the old computer. The City asset tag of the old computer must be noted in the PO notes.
Contacting Vendors:	Departments are not allowed to contact vendors for quotes. Please contact the IT Helpdesk to request a quote by emailing Helpdesk@columbiasc.net

Attachment: Quote (6259 : Body Cameras, Bay Docking Stations, and Service Plans)



COBAN Technologies, Inc.
 SF Mobile-Vision, Inc.
 11375 W. Sam Houston Pkwy S., Suite 800
 Houston, Texas 77031-2348
 United States

Ship To
 Tony J Robertson
 Columbia Police Department, SC
 1136 Washington St
 Columbia, South Carolina 29201
 United States
 803-250-4885
 tony.robertson@columbiasc.gov

Quote:

Q-12939-6

Date:

4/20/2020, 2:30 PM

Expires On:

12/11/2020

Phone: (281) 925-0488

Fax: (281) 925-0535

Email: SFLE-Sales@safefleet.net

Bill To

Columbia Police Department, SC
 1136 Washington St
 Columbia, South Carolina 29201
 United States

SALESPERSON	EXT	EMAIL	DELIVERY METHOD	PAYMENT METHOD
Tyler Hall	x	tylerh@cobantech.com		Net 30

Group1

LINE NO.	PART #	DESCRIPTION	UNIT PRICE	QTY	EXTENDED
QL-0063654	FOCUS-01-00	FOCUS X1 BODY WORN CAMERA PACKAGE Includes: • FOCUS X1 Body Worn Camera • Single Office Dock & Power Supply • USB Cable • Magnetic Uniform Mount	USD 450.00	90	USD 40,500.00
QL-0063656	WARR-X1-TSP3	FOCUS X1 3-YEAR TECHNOLOGY SERVICE PLAN Includes: • 3-year Software Right To Use license • 3-year Software Maintenance and Technical Support • 3-year Hardware Warranty and Technical Support • Replacement camera at the end 24 months • 5% Spare Cameras (minimum purchase of 20 BWC is required)	USD 870.00	90	USD 78,300.00
QL-0063655	FOCUS-03-00	FOCUS X1 8-BAY DOCKING STATION PACKAGE Includes: • AC Adapter • Ethernet Cable Supports simultaneous charging and upload for up to 8 BWC	USD 1,200.00	4	USD 4,800.00
QL-0063657	WARR-X1-8BAYTSP3	FOCUS X1 8-BAY DOCK 3-YEAR TECHNOLOGY SERVICE PLAN 3-year hardware service plan with technology upgrade protection	USD 600.00	4	USD 2,400.00
QL-0063658	LFEE-054	SHIPPING - Body Worn Camera	USD 15.00	90	USD 1,350.00
QL-0063659	LFEE-053	SHIPPING - 8-Bay Docking Station for BWC	USD 25.00	4	USD 100.00
QL-0063899	LFEE-006	FEE- TAX 8%	USD 10,196.00	1	USD 10,196.00
Group1 TOTAL:					USD 137,646.00

TOTAL: USD 137,646.00

Terms & Conditions

Applicable sales taxes are not reflected on this proposal and will be included in the invoice. Any purchases that are exempt from sales taxes must be accompanied by a tax exemption and/or re-sellers' certificate.

This quote is presented to the customer under the condition that it remains a valid quote for only 60 days after the stated Quote Date, after which the quote becomes null and void.

Please email or fax a signed copy of this quotation and other referenced documents to PMO@cobantech.com or (281) 925-0535 and mail two sets of originals to:

COBAN Technologies, Inc.
11375 W. Sam Houston Pkwy S., Suite 800
Houston, Texas 77031-2348

IN WITNESS WHEREOF, the Parties have caused this Agreement to Purchase to be executed and delivered by their respective authorized representatives whose signatures appear below.

COBAN Technologies, Inc.

Columbia Police Department, SC

Signature: _____

Signature: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Dated: _____

Dated: _____

APPROVED AS TO FORM

Acqueline M. Parlicek
Legal Department City of Columbia, SC
Approved 9/25/2020 jmp
Matter # 20006732

Attachment: Quote (6259 : Body Cameras, Bay Docking Stations, and Service Plans)

This Worksheet is prepared by Contractor and given to End User. If a PO is issued, both documents MUST be faxed to H-GAC @ 713-993-4548. Therefore please type or print legibly.

Buying Agency:	Columbia Police Department	Contractor:	COBAN Technologies, Inc
Contact Person:	Tony J. Robertson	Prepared By:	Donna Gross/Tyler Hall
Phone:	803-250-4885	Phone:	281-925-0488
Fax:	803-737-4228	Fax:	281-925-0535
Email:	Tony.Robertson@columbiasc.gov	Email:	pmo@cobantech.com

Catalog / Price Sheet Name:	Published Options
General Description of Product:	Digital Video Recording Solution

A. Catalog / Price Sheet Items being purchased - Itemize Below - Attach Additional Sheet If Necessary

Quan	Description	Unit Pr	Total
90	EF0430A-01 FOCUS X1 BODY CAMERA PACKAGE (Focus-01-00)	450	405
90	WARR-X1-TSP3 FOCUS X1 3- YEAR TECHNOLOGY SERVICE PLAN	870	783
4	FOCUS-03-00 FOCUS X1 8-Bay DOCK PACKAGE	1200	48
4	WARR-X1-8BAYTSP3 FOCUS X1 8-BAY DOCK 3-YEAR TECHNOLOGY SERVICE PLAN	600	24
90	LFEE-054 SHIPPING - Body Worn Camera	15	13
4	LFEE-053 - SHIPPING 8-bay DOCK for Body Worn Camera	25	1
Total From Other Sheets, If Any:			
Subtotal A:			1274

B. Unpublished Options, Accessory or Service items - Itemize Below - Attach Additional Sheet If Necessary

(Note: Unpublished Items are any which were not submitted and priced in contractor's bid.)

Quan	Description	Unit Pr	Total
Total From Other Sheets, If Any:			
Subtotal B:			
Check: Total cost of Unpublished Options (B) cannot exceed 25% of the total of the Base Unit Price plus Published Options (A+B).		For this transaction the percentage is:	(

C. Trade-Ins / Special Discounts / Other Allowances / Freight / Installation / Miscellaneous Charges

Tax 8%	10,196.
Subtotal C:	1019

Delivery Date: ARO 45Days

D. Total Purchase Price (A+B+)



October 12, 2020

Columbia Police Department
1136 Washington Street
Columbia, SC 29201

Re: COBAN Sole Source Letter for the Columbia Police Department

This letter is to confirm the COBAN FOCUS X1 Body-Camera, including all add-on software devices, is a sole source product designed, manufactured, and distributed exclusively by COBAN Technologies, Inc. The COBAN FOCUS X1 Body-Camera is the only solution on the market that fully integrates with the existing COBAN digital evidence capture and management system utilized by the Columbia Police Department to provide a turnkey, operational ecosystem.

COBAN Technologies, Inc. warrants that no other company makes a similar or competing product. COBAN Technologies, Inc. maintains all copyright privileges for these products and no agents or dealers are authorized to represent these products. This product must be purchased directly by the agency from COBAN Technologies, Inc.

Please do not hesitate to contact me if you have any questions or concerns.

Regards,

J. Mark Griffin
Vice President – Safe Fleet Law Enforcement Business Division
COBAN Technologies, Inc.
281-925-0488
Mark.Griffin@cobantech.com
<http://www.cobantech.com>

Attachment: Quote (6259 : Body Cameras, Bay Docking Stations, and Service Plans)



Law Enforcement Speed Detection & Video Equipment

Contract Information

Contract Number

EF04-19

Effective Dates

04/01/2019 to 03/31/2021

Contract Details

Speed Detection Instruments/Systems (Fixed vehicle-mounted detectors and hand-held designs), Unmanned Speed Radar Displays (Free standing signs and trailers); In-Vehicle Video Recording Systems.



We Are Columbia

MEETING DATE: November 10, 2020

DEPARTMENT: Procurement and Contracts

FROM: Sandra Wright, Purchasing Agent

SUBJECT: Council is asked to approve the purchase of a Vac Truck for the Street Division, as requested by the Fleet Services Division. Award to Jet-Vac, using the Sourcewell Cooperative Contract, in the total amount of \$415,523.15. This vendor is located in Sumter, SC.

REQUISITION NO.: R207811

FUNDING SOURCE & ORIGINAL BUDGET: Funding Source: Streets - Storm Drains - Autos Trucks Heavy Equipment (5534203-658500). The original budget amount is \$415,523.15.

CLEAN WATER 2020?: No

FOCUS AREAS: Innovative & High Quality Municipal Services

We respectfully request Council's approval for this purchase using Sourcewell Cooperative Contract #122017-SCA, Jet-Vac, at the following cost plus sales tax.

Vac-Truck	
Base Price	\$ 430,742.07
Shipping and Handling	\$ 2,360.00
Discount	\$ (17,578.92)
PO Total	\$415,523.15

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

ATTACHMENTS:

- Sourcewell Contract (PDF)
- Quote (PDF)

- Sourcewell Contract Process (PDF)

Sewer Equipment #122017-SCA

Pricing for contract #122017-SCA is provided at 3% to 5% off MSRP to Sourcewell participating agencies.

- a. Combination trucks, jetters, rodders, bucket machines, easement machines, & hydro excavators at 3% off MSRP
- b. Nozzles at 5% off MSRP
- c. Parts & Accessories at 5% off MSRP
- d. Chassis are passed through to customer at cost
- e. Rental/rent to own payments 3% discount off published prices. Buyout price will be calculated per a & d above



5746 Broad Street
Sumter, SC 29154

Sumter, SC 803-494-4430
Atlanta, GA 470-867-8535
Oliver Springs, TN 865-806-7071

ESTIMATE

Date	Estimate #
9/29/2020	Q2020-2460

Name / Address
Accounting Division City of Columbia PO Box 147 Columbia SC 29217

PLEASE VERIFY SHIP TO ADDRESS		
City of Columbia Street Department 2910 Colonial Drive Columbia, SC 29203.		
Phone	803-545-3790	Fax

With over 404 years of combined experience, we have accumulated field knowledge beyond the books. We know what works, and what doesn't. Not only can we train you on the proper techniques, but also pass along valuable tips to help you. We offer:

- * Training and Demonstrations held at our location or yours.
- * World-class service and repair from our trained technicians.
- * Tried and True Products that stand the test of time.
- * On-site service and repair is available.
- * Extensive inventory to fill your needs faster.
- * Classes and seminars held throughout the year.

Terms	Due on receipt - EQUIP...	Rep	JS	FOB Shipping Point	Delivered
Description	Qty	Amount	Total		
SOURCEWELL CONTRACT #122017-SCA 900-ECO 12 Yard Truck Mounted Combination Sewer Cleaner to Include: Vacuum System: 4400 CFM Blower 8" Vacuum Hose system 18" Hg vacuum rating Dual Cyclone Separator Dual Element 10 Micron Final Filter Remote Vacuum Relief Variable Volume Delivery Analog Vacuum Display (6) Tube / Tube Rack Boom: Telescoping Boom System Telescoping Reach 17' 2" to 27' 2" Hydraulic Powered Boom 180° Working Radius Boom Joystick Control Debris Tank: 12 Cubic Yard Capacity Exten Steel Construction Debris Level Indicator Hydraulic Dump, 50° Dump Angle (LIFT CYLINDER)	1	320,397.07	320,397.07T		

**This Estimate may not include applicable freight
charges unless specified**

Subtotal

Sumter, SC 803-494-4430
Oliver Springs, TN 865-806-7071
Atlanta, GA 470-867-8535

Total

FINANCING AVAILABLE



5746 Broad Street
Sumter, SC 29154

Sumter, SC 803-494-4430
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ESTIMATE

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Terms	Due on receipt - EQUIP...	Rep	JS	FOB Shipping Point	Delivered
Description			Qty	Amount	Total
Dual Ported Rear Door w/ Knife Valve Dump Height 60" Hydraulic Open/Close/Lock Door Water System: 1300 Gallon Capacity Water Tank SINGLE PISTON 80 GPM @ 2500 PSI WATER PUMP (includes drain valves) ACCUMULATOR FOR SINGLE PISTON PUMP Black Duraprolene™ Water Tank Construction w/ 10 Year Warranty Cold Weather Recirculation System 2.5" Hydrant Fill system Air Purge Valve Variable Volume Delivery Low Water Warning Light Analog Pressure Display Front and Mid Ship Hand Gun Ports Electrical: NEMA 4 Control Panel Hour Meter (Blower & Water Pump) Military Spec. Sealed Switches Truck: (1) Alum Toolbox 24"x42"x100" - Behind Cab (2) Alum Toolbox 18"x18"x30" - Passenger					

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charges unless specified**

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Atlanta, GA 470-867-8535

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Sumter, SC 29154

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Terms	Due on receipt - EQUIP...	Rep	JS	FOB Shipping Point	Delivered
Description			Qty	Amount	Total
(2) Alum Toolbox 18"x18"x24" - Rear					
(1) Alum Long Handle Storage					
LED D.O.T. Approved Lighting					
Tow Hooks					
Hose Reel & Hose:					
Front Mounted Telescoping & Rotating					
800' X 1" Hose Capacity					
10' Leader Hose					
Single Side Controls					
Accessories:					
(3) 8" x 6' Extension Tube					
(1) 8" X 4' Extension Tube					
(1) 8" x 6' Crowned Suction Nozzle					
(1) 6" x 10' Flat Discharge Hose					
(6) Quick Clamps					
BB Hose Guide					
Tri-Star (chisel point) nozzle					
DD (high flow) nozzle					
Finned Nozzle extension					
Nozzle Rack (Mounted midship toolbox)					
25' Fill Hose					
Upstream Pulley Guide					
Washdown gun					
Cleaner, Tip, Torch, Small					

This Estimate may not include applicable freight charges unless specified

Subtotal

Sumter, SC 803-494-4430
Oliver Springs, TN 865-806-7071
Atlanta, GA 470-867-8535

Total

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Sumter, SC 29154

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9/29/2020	Q2020-2460

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City of Columbia Street Department 2910 Colonial Drive Columbia, SC 29203.		
Phone	803-545-3790	Fax

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Terms	Due on receipt - EQUIP...	Rep	JS	FOB Shipping Point	Delivered
Description			Qty	Amount	Total
(1) Hydrant Wrench (1) Paper Owner's Manual AUTOMATIC LEVEL WIND WITH HYDRAULIC UP/DOWN ACTION FOOTAGE METER (mounted on jet hose reel) 1" X 600' X 2500 PSI SEWER HOSE WATER TANK LOW LEVEL AUDIBLE ALARM FILL HOSE STORAGE RACK STANDARD HYDROEXCAVATION CLEANING KIT 20 GPM @ 2000 PSI (8" x 6' digging tube, 8gpm rotary digging wand, 10gpm linear nozzle (shipped loose), (2) 5' Extension wands and automatic reel w/ 75' of 3/8" hose) 2" Y-STRAINER ON INLET FILL SYSTEM CENTRAL WASHDOWN SYSTEM (includes 50' of 1/2" hose on a spring retracting hose reel mounted mid-ship) LONG HANDLED TOOL STORAGE (TWO (2) 4" TUBES) & CABINET DEBRIS LIQUID LEVEL AUDIBLE ALARM (level set point is adjustable) DEBRIS BODY WASH OUT SYSTEM (includes dual nozzles in debris box) DECANT SCREEN ON REAR DOOR PORT (swing out					

**This Estimate may not include applicable freight
charges unless specified**

Subtotal

Sumter, SC 803-494-4430
Oliver Springs, TN 865-806-7071
Atlanta, GA 470-867-8535

Total

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5746 Broad Street
Sumter, SC 29154

Sumter, SC 803-494-4430
Atlanta, GA 470-867-8535
Oliver Springs, TN 865-806-7071

ESTIMATE

Date	Estimate #
9/29/2020	Q2020-2460

PLEASE VERIFY SHIP TO ADDRESS

City of Columbia
Street Department
2910 Colonial Drive
Columbia, SC 29203.

Phone 803-545-3790 Fax

Name / Address

Accounting Division
City of Columbia
PO Box 147
Columbia SC 29217

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Terms	Due on receipt - EQUIP...	Rep	JS	FOB Shipping Point	Delivered
Description	Qty	Amount	Total		
perforated shield)					
WIRELESS REMOTE CONTROL PENDANT (controls include hose reel payout/retrieve, water pump on/off, vacuum relief on/off, boom up/down, boom left/right, boom extend/retract and module kill switch)					
ENHANCED VISIBILITY CAMERA SYSTEM (includes front and rear mounted camera heads with split screen monitor in cab)					
(4) LED STROBES: (2) FRONT (2) MIRROR MOUNTED					
LED ARROW STICK					
AIR PURGE WINTERIZATION SYSTEM (supplied by chassis air system)					
SIX (6) 28" D.O.T. SAFETY CONES AND HOLDER					
CENTRAL LUBRICATION SYSTEM					
3% Sourcewell Discount		-9,611.91	-9,611.91		
Freightliner 114SD - Tandem Axle 370HP	1	110,345.00	110,345.00		
Shipping & Handling		2,360.00	2,360.00		
Discount		-7,967.01	-7,967.01		

This Estimate may not include applicable freight charges unless specified

Subtotal

Sumter, SC 803-494-4430
Oliver Springs, TN 865-806-7071
Atlanta, GA 470-867-8535

Total

FINANCING AVAILABLE



5746 Broad Street
Sumter, SC 29154

Sumter, SC 803-494-4430
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Oliver Springs, TN 865-806-7071

ESTIMATE

Date	Estimate #
9/29/2020	Q2020-2460

Name / Address
Accounting Division City of Columbia PO Box 147 Columbia SC 29217

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Phone	803-545-3790	Fax

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Terms	Due on receipt - EQUIP...	Rep	JS	FOB Shipping Point	Delivered
Description			Qty	Amount	Total
Beginning July 1, 2017, vehicles, trailers, semi-trailers and other items required to be registered with the SC DMV are exempt from the Max Tax Sales Tax and subject to the new Infrastructure Maintenance Fee instead. This fee is 5% of the gross sales price or \$500, whichever is less. This fee has NOT been collected for this sale, as it must be paid to SC DMV when the vehicle is registered.				0.00	0.00T
Sales Tax				0.00%	0.00

This Estimate may not include applicable freight charges unless specified

Subtotal \$415,523.15

Sumter, SC 803-494-4430
Oliver Springs, TN 865-806-7071
Atlanta, GA 470-867-8535

Total \$415,523.15

FINANCING AVAILABLE

(NJPA)

PUBLIC SOLICITATION PROCESS							
Cooperative	Has your cooperative established parameters or requisites for determining what specific products or services should be solicited through the cooperative? If yes, please describe.	Who makes the final determination on what products or services will be solicited?	Who develops the solicitation documents?	What steps does the cooperative take to ensure transparency in the solicitation process?	How does the cooperative ensure compliance with federal, state and local statutes/laws/ordinances related to public procurement?	Does the cooperative mandate the inclusion of specific terms and conditions in the solicitation documents?	How and where are solicitations advertised or publicly posted?
The National Joint Powers Alliance® (NJPA)	Our board of directors directs us to bring solicitations for goods and services used and usable by our nationwide membership. We communicate through a variety of avenues with our membership and receive requests for specific product categories to be bid and contracted. We conduct research and anticipate and determine common needs of our national membership. Generally we invite bids for entire product categories with the intention of soliciting responses offering a full array of goods and services within that product category. Our intent in taking this approach is to deliver the greatest amount of utility to the greatest portion of our nationwide government, education, and non-profit membership base.	All of our solicitations are authorized by our board of directors based on the requests by our members and recommendations of the Management Team.	Our Bids and Contracts Department develops all solicitation documentation with input from our membership and under the guidance of the NJPA Director of Business Development.	As a government entity, all of our books and records are subject to public review. We advertise our solicitations in both print and internet mediums. We facilitate pre-bid meetings and public bid openings and document our bid evaluation and review actions. Finally, contract awards are made independently by the NJPA publicly elected Board of Directors.	Our procurement and solicitation process and documentation is reviewed and enhanced with each bid document development. Our intent is to pursue the ongoing research of, and compliance with, all procurement laws from our members. We seek input from our members in an effort to better serve their specific procurement needs and requirements. We follow the Uniform Municipal Contracting laws as set forth in the state of Minnesota and certify we are in compliance with the procurement laws applicable to the NJPA as a municipal agency of the state of Minnesota.	Yes and no. The terms and conditions, which are mainly contained in the Invitation For Bid (IFB), are subject to "Exceptions" identified in a particular Bidder's response. In the event that an exception is identified to a "Mandated" term or condition, that bid will be rejected unless the exception is removed.	Solicitations are advertised in print form in the Star-Tribune, posted to the NJPA website and also posted to the noticetobidders.com website. NJPA solicitations are also posted on a variety of third party posting and bidding sites such as Bidsync and Onvia.

(NJPA)

PUBLIC SOLICITATION PROCESS Continued

Cooperative	Are bids issued via formal sealed bids (ITB), through formal proposals (RFPs), or through negotiations?	Are bids evaluated by a team?	If yes, who selects the evaluation team?	What types of organizations are represented on the evaluation team?	Who administers contracts once executed?
The National Joint Powers Alliance® (NJPA)	NJPA contract "Awards" are issued pursuant to sealed bids received in response to an Invitation for Bid (IFB). NJPA contracts are not "negotiated" contracts.	Yes	Bids are evaluated by a team. The composition of the team depends upon the subject matter of the bid. Always involved is the Coordinator of Bids and Contracts and the Director of Business Development. Additional NJPA staff members are added for their knowledge in the subject area. Additional members from the procurement community are invited to participate to bring an outside perspective as often as possible. NJPA has invited and hosted external evaluators with credentials such as CPPB and CPPO and intends to continue this practice.		The Coordinator of Bids and Contracts is responsible for maintaining the documentation of the contract relationship. The NJPA Director of Business Development will meet with the awarded vendors to establish an operating agreement and outline and define specific marketing requirements, sales training, and marketing and business plan for the contract. NJPA Contract Managers are employed and assigned to manage each contract and Vendor relations, facilitate Member-Vendor relations and to coordinate marketing efforts.

(NJPA)

FUNDING				
Cooperative Name:	Are fees paid by public agencies that purchase off coop bids? If yes, define.	Are fees paid by suppliers to participate in the bid process? If yes, define.	Are fees paid by suppliers who earn contracts? If yes, define.	To whom and how are fees distributed?
The National Joint Powers Alliance® (NJPA)	No	No	Yes, "Administrative Fees" are charged to Awarded Vendors based on a percentage of the "Contract Sales." Bidder's are instructed in the IFB to allow for an administrative fee in their bid response. The amount of the "Administration Fee" is negotiated with the Vendor and is based on the physical and financial involvement NJPA will have in the day-to-day operations of the contract. The purpose of the "Administration Fee" is to cover NJPA's costs. "Administrative Fees" are generally 2% or less.	"Excess Fees" have not yet been distributed by NJPA. Although NJPA has been successful in setting "Administrative Fees" at a level which covers our costs, we have not to this point been in a position to return "Excess Fees" earned. As a government entity our options for such a distribution are limited and those limitations will guide us at that point. NJPA is now developing a member dividend program where dividends to be distributed will be based on purchase volumes made by individual NJPA Members.

The National Joint Powers Alliance® (NJPA)	Vendors make a number of commitments to NJPA and NJPA Members in their "Bidder's Response" including acceptance of the Terms and Conditions identified in the IFB and their specific exceptions to those Terms and Conditions. Those exceptions to the Terms and Conditions and the finalized "Administrative Fee" to be paid to NJPA are the only "Negotiable" items. The NJPA Director of Business Development together with the rest of the bid evaluation committee is responsible for the "Negotiations", however the final ratification of negotiated items and the contract award is reserved for the NJPA Board of Directors. These commitments also include providing specific goods and services to NJPA and NJPA Members at specific costs including payment and delivery terms as identified in the IFB and the Bidder's Response. NJPA does not require specific minimum sales volumes from our awarded Vendors. We feel contract success is achieved through a coordinated and combined effort between NJPA, our Vendors, and through the success stories told by NJPA Members. NJPA is responsible for enforcement of the awarded procurement contract. NJPA is committed to delivering value to its Membership through first being a liaison between Members and Suppliers by facilitating the exchange of value with the Vendor. In the event a Vendor ultimately fails to materially deliver the commitments made, NJPA can terminate that contract according to its terms and conditions.	Contract Managers manage day-to-day issues. The Coordinator of Bids and Contracts manages contractual performance and carries out directives from the NJPA Board of Directors. NJPA Management manages these employees in the execution of their tasks. And, finally the board of directors ultimately manages the performance with the award/non-award, and potential termination decisions.	Vendor training is optional but strongly advised based on the vendors marketing plan and the value of the NJPA sales training guide. The Vendor is encouraged to have every individual in the Vendor's management and sales staffs participate. NJPA Administration and Contract Managers develop and deliver the training materials at NJPA's expense. NJPA has traveled extensively in the past delivering these trainings at various vendor locations. Currently trainings are being optionally delivered over the internet through our in-house webcast studio when possible. NJPA has a full time national sales training manager that coordinates and insures that training invitations are extended and facilitated. Initial and refresher training is available and encouraged on an ongoing basis. Training is not conditional in order to sell goods or services offered through an awarded contract. Regardless of training delivered, Vendors are responsible for the delivery of goods and services according to the terms and conditions of the contract as awarded. The value of training Vendor's is to empower the Vendor to confidently offer the contract vehicle for use by current and prospective NJPA Members. This confidence is a result of training the Vendors how to use their available resources including the NJPA website and key NJPA personnel NOT than recitation of applicable laws.
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(NJPA)

SUPPLIER MANAGEMENT					
Cooperative Name:	Are suppliers required to make specific commitments to the cooperative as a condition of award? If yes: (1) Define these commitments (2) Describe what individual, entity or organization is responsible for enforcement (3) Define whether these commitments are negotiable and, if yes, identify the parties that are empowered to negotiate these commitments (4) Describe the actions and steps taken if the supplier fails to meet its commitments.	What entity and/or individual is responsible for managing supplier performance?	Describe supplier training (either initial and/or on-going) based on the following parameters:		
			Who develops and delivers the training?	Who financially supports the cost of training?	Who attends training (by category of employee)

(NJSPA)

PARTICIPATION				
Cooperative:	Is participation by either a public entity and/or a supplier restricted in any way?	Are public entities required to sign a formal participation agreement? IF YES:		Are public entities required to sign a formal participation agreement? IF NO:
		Does the entity pay a fee to participate? If yes, define.	Does the agreement allow the public entity to add terms and conditions to the contract?	Does the agreement bind the entity to purchase some or all of its requirements via cooperative bids?
		Does the entity pay a fee to participate? If yes, define.	Is the public entity allowed to add terms and conditions to the contract?	
The National Joint Powers Alliance® (NJPA)	Membership in NJPA is restricted to any form of government, any form of education, and any non-profit agency. Awarded Vendors are restricted to those Bidders who demonstrate, in the opinion of NJPA's Board of Directors, the ability to provide the greatest utility to the greatest portion of our potential membership in the most cost effective manner.	"Membership" in NJPA is free of charge to any eligible entity. Membership can be documented in a number of ways including an on-line application, a printable version, and any document an eligible entity proposes in good faith (subject, of course, to our review). Typically our Members are authorized to utilize NJPA contracts through the use of "Joint Powers" laws enacted in their home state. These "Joint Powers" laws will typically define the appropriate "Membership" form. NJPA's newer IFB's specifically identify a "Member's" ability to add additional terms and conditions to NJPA's contracts by doing so in their purchase order (a short form contract) which identifies on its face "This purchase order is issued pursuant to NJPA contract #XXXXXX". This ability exists regardless of the statement in the IFB and is therefore available for all NJPA (and other) cooperative procurement contracts.		n/a

ORDINANCE NO.: 2011-103

Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 2, Administration, Article V, Procurement, Sec. 2-204, Competitive sealed bidding required; exceptions

BE IT ORDAINED by the Mayor and Council this 17th day of January, 2012, that the 1998 Code of Ordinances of The City of Columbia, South Carolina, Chapter 2, Administration, Article V, Procurement, Sec. 2-204 Competitive sealed bidding required; exceptions, is amended to read as follows:

Sec. 2-204. 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:

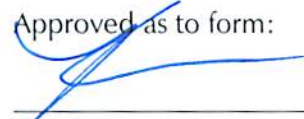
- (1) Professional services where the person employed is customarily employed on a fee basis rather than by competitive bidding (examples: appraiser, architect-engineer, auditor, legal services, physician).
- (2) Competitive sealed proposals.
- (3) Negotiations after unsuccessful competitive sealed bidding.
- (4) Small purchases.
- (5) Sole source procurements.
- (6) Emergency procurements.
- (7) Procurement of information technology.
- (8) Leasing of real property for governmental use.
- (9) When purchasing through state contracts.
- (10) When purchasing through cooperative purchasing.

Requested by:

Purchasing _____


MAYOR

Approved by: 
City Manager

Approved as to form: 
City Attorney

ATTEST:

City Clerk

Introduced: 1/10/2012

Final Reading: 1/17/2012

ORIGINAL
STAMPED IN RED

Attachment: Sourcewell Contract Process (6285 : Purchase of a Vac-Truck)



We Are Columbia

MEETING DATE: November 10, 2020

DEPARTMENT: Engineering Department

FROM: *Dana Higgins, Director of Engineering*

SUBJECT: Council is asked to approve a Memorandum of Agreement for Project WM4401; US #1 Bridge Replacement over CSX Railroad Water Line Relocations, as requested by the Engineering Department. Award to SCDOT in the amount of \$440,710.30.

FUNDING SOURCE & ORIGINAL BUDGET: Funding Source: Water Improvement funds FY 19/20 CIP (WM335521) – Utility Conflicts. The original budget amount is \$440,710.30.

South Carolina Department of Transportation (SCDOT) has determined there are conflicts between the City of Columbia's 6-inch, 8-inch and 10-inch water lines within the boundaries of their US-1 Bridge Replacement over CSX Railroad project.

SCDOT is proposing to enter into a utility agreement with the City of Columbia to relocate its water lines due to its bridge replacement and roadway improvements along a segment of US-1 located near Fontaine Road within Richland County. The proposed improvements include bridge replacement, turn lanes, storm drainage and curb & gutter adjustments.

Due to these proposed improvements, it is necessary for the City of Columbia to relocate 2,503 linear feet of its water line. The project falls under Act 36. The City has no Prior Rights. The City's cost share is \$440,710.30.

Based on the scope of work involved, it is recommended this project be considered for approval. Enclosed, you will find SCDOT's Memorandum of Agreement 7-21 (COC Legal Department Approved), relocation drawings with cost estimate and vicinity map for your review. If approved, the City Managers signature is requested.

This utility work will be funded through the water improvement fund from FY19/20 CIP Project WM335521- Utility Conflicts Annual. The original budgeted amount for this project is WM4401-\$440,710.30.

The Director of Engineering recommends approval of this project in the amount of \$440,710.30 to be reimbursed to SCDOT per the Memorandum of Agreement 7-21.

ATTACHMENTS:

- APPROVED - MOA 7-21 - SCDOT (PDF)
- WM4401 BRIDGE REPLACE US 1 CSX Water Relo Final Signed (PDF)
- US 1 Bridge Replacement -Vicinity Map (PDF)

MEMORANDUM OF AGREEMENT
For In-Contract Utility Relocation
City of Columbia Relocation
US 1 over CSX Railroad in Richland County
SCDOT Project ID 0040440

This Agreement is made this ____ day of _____, 20____ by and between the South Carolina Department of Transportation (hereinafter referred to as “**SCDOT**”) and the City of Columbia (hereinafter referred to as “**UTILITY**”) (collectively “the Parties”) to ensure the successful completion of the public water and/or sewer facilities relocation for the below described Project:

This document is to serve as a Memorandum of Agreement as to the specific responsibilities of **UTILITY** and **SCDOT** in completing this Project and associated Utility Work.

Section I – Definitions

1. The term “Project” shall refer to **SCDOT**’s Project along US 1 over CSX Railroad in Richland County.
2. The term “Utility Work” shall refer to an adjustment necessitated by **SCDOT**’s Project of a public water system or public sewer system facility by removing and reinstalling the facility; a move, rearrangement, or change of the type of existing facilities; necessary safety and protective measures; or the construction of a replacement facility that is both functionally equivalent to, but not including any betterment of, the existing facility that is necessary for the continuous operation of the system’s service.
3. The term “Substantial Completion” shall mean, for the purposes of this Agreement, the date on which any portion of the new water and/or sewer facilities are properly installed, inspected, tested, and placed into service in accordance with **UTILITY**’s plans and specifications.
4. The term “Final Acceptance” shall mean, for purposes of this Agreement, the date beyond Substantial Completion on which any portion of the new water and/or sewer facilities has been placed into service; switch-over of services has been completed; old facilities have been disconnected and demolished; record drawings have been submitted by **SCDOT**’s contractor and approved by **UTILITY**; and **SCDOT**’s contractor has certified the construction and received a permit to operate from SCDHEC.

Section II - Agreements by the Parties

1. The Utility Work shall be included in **SCDOT**’s contract for the construction of the Project.
2. The Utility Work shall be performed by a contractor approved by **UTILITY** and licensed and qualified to perform the Utility Work. **SCDOT**’s contractor will either select the contractor to

- perform the Utility Work from **UTILITY**'s list of preferred contractors, or will apply to become qualified by **UTILITY** in order to self-perform.
3. All Utility Work shall be in compliance with all applicable **SCDOT** policies, including **SCDOT**'s Utilities Accommodations Manual – A Policy for Accommodating Utilities on Highway Rights of Way, incorporated herein by reference.
 4. **SCDOT** has no duty to review **UTILITY**'s utilities or components for their quality or adequacy to provide the intended utility service.
 5. Additional criteria for the Utility Work is included in Attachment A, attached hereto and incorporated herein.

Section III - Funding

1. **SCDOT** shall be responsible for the cost of utility relocations where prior rights exist in accordance with **SCDOT**'s "A Policy for Accommodating Utilities on Highway Rights of Way" and 23 CFR 645A. Additionally, pursuant to Act 36 of 2019, **SCDOT** shall bear all of the relocation costs, including design costs, up to four percent of the original construction bid amount of the Project. Since more than one large public water utility or large public sewer utility will be required to relocate due to the Project, the total cost share of up to four percent will be divided pro rata among the large public water or large public sewer utilities required to relocate.
2. **UTILITY** is responsible for the cost of any betterments and for amounts that exceed the limits set by Act 36 of 2019.
3. **SCDOT** estimates the original construction bid amount to be \$12,000,000.00. Four percent of this estimate is \$480,000.00, which is the maximum amount **SCDOT** will contribute to non-prior rights Utility Work. This amount shall be divided pro rata among 2 large public water or sewer utilities. The pro ration shall be based on the estimates provided by all eligible large public water or sewer utilities with Utility Work associated with the Project.
4. **UTILITY** estimates the total cost of the Utility Work to be \$769,942.30, with such costs to be allocated as follows:
 - a. **SCDOT**'s share is estimated at \$329,232.00. This consists of:
 - i. **Prior Rights** estimated at \$0
 - ii. Pro-rated share (68.59%) of total **Non-Prior Rights** estimated at \$329,232.00
 - b. **UTILITY**'s share is estimated at \$440,710.30
5. In accordance with its procurement practices and procedures, **SCDOT** will solicit bids for the construction of the Project, including the Utility Work, and will award the **SCDOT** contract to the contractor with the lowest qualified bid for the overall work of the Project.
6. **SCDOT** shall notify **UTILITY** in writing as to the cost of the Utility Work included in the awarded **SCDOT** contract and provide **UTILITY** with the opportunity to concur in writing. If **UTILITY** does not concur with the cost in writing, **SCDOT** will delete the Utility Work from the contract and **UTILITY** will be expected to perform all work necessary to relocate its facilities utilizing its own forces or that of a contractor in a timely manner so as not to affect the progress of the Project. If **UTILITY** elects to perform Utility Work, it must meet **SCDOT**'s Project contract requirements and construction schedule. Failure by **UTILITY** to meet the contract requirements and

construction schedule shall result in **UTILITY** having to bear all relocation costs for non-prior rights sections of the Project and will subject **UTILITY** to liability for Project delays.

7. **SCDOT's** share identified in 4.a. above shall be the maximum amount payable by **SCDOT** for the Utility Work as described by this Agreement.
8. If the Utility Work contains any betterments, work that is not an eligible cost under Act 36, or if the cost exceeds **SCDOT's** maximum contribution, **SCDOT** will invoice **UTILITY** for that amount in two equal installments. The first installment will be invoiced upon contract award and the second will be six months thereafter. **UTILITY** shall remit the invoiced amount to **SCDOT** within 90 days of receipt of the invoice.

Section IV – SCDOT's Responsibilities

1. Include the Utility Work in **SCDOT's** contract for the construction of the Project.
2. **SCDOT** will provide **SCDOT's** contractor with all documents provided to **SCDOT** by **UTILITY**.
3. Allow **UTILITY** or **UTILITY's** Consulting Engineer and/or Inspector full access to the site when the Utility Work is underway.
4. **SCDOT** and **SCDOT's** contractor will allow **UTILITY** unimpeded access to **UTILITY's** facilities in cases of emergencies and for operational and maintenance issues. **UTILITY** will make a good faith effort to inform **SCDOT** and **SCDOT's** contractor of each incident.
5. Provide contractor's pay requests relating to the Utility Work prior to payment and any change orders which affect the cost of the Utility Work.
6. **SCDOT** shall require that the contractor coordinate the sequencing of waterline relocation, testing, and placing into service with **UTILITY** to ensure the existing line remains in service until all tests and approvals are in place and provided to **UTILITY** to place the new line segments into service. At no time during construction shall the existing segments that are being relocated be taken out of service until the new lines are placed into service. This is necessary to avoid interruption of service to customers along the Project route.
7. As part of the Construction Contract, **SCDOT** will require the contractor performing the Utility Work to obtain and maintain in place for the duration of the Utility Work those insurance policies required by **UTILITY**. Insurance policies shall name **UTILITY** as an additional insured and copies shall be provided to **UTILITY** by contractor.
8. **UTILITY** will include a requirement in the Specifications for the contractor to warranty the improvements for two years after Final Acceptance. As part of the Construction Contract, **SCDOT** will require the contractor to include this in their bid.
9. **SCDOT's** contractor shall be responsible for the Utility Work until it is accepted by **UTILITY**.
10. To the extent permitted by existing South Carolina law and within the public policy limits of the South Carolina Tort Claims Act (SC Code § 15-78-10 *et seq.*), **SCDOT** hereby assumes complete responsibility for any loss resulting from bodily injuries (including death) or damages to property, arising out of any negligent act or negligent failure to act on **SCDOT's** part, or the part of any employee of **SCDOT** in the performance of the work undertaken under this Agreement.
11. **SCDOT** will include **UTILITY's** construction and design criteria in **SCDOT's** contract with Contractor.

12. **SCDOT** shall allow **UTILITY** time to inspect recovered materials from the permanent facility prior to disposal by sale or scrap. This requirement will be satisfied by **SCDOT** giving notice to **UTILITY** of the time and place the materials will be available for inspection. **UTILITY** shall have the right to inspect all recovered materials from the waterline removal (ex.: water valves, fire hydrants, pipe).
13. If **UTILITY** elects to retrieve the materials, there will be no cost associated with doing so. **UTILITY** shall be responsible for removal from the inspection site. If **UTILITY** elects to not retrieve the recovered materials, **SCDOT** may sell them for scrap or allow the contractor to do so.
14. **SCDOT** shall provide written approval to **UTILITY** that a constructability review of its relocation plans was completed and approved by **SCDOT** staff.

Section V – UTILITY’s Responsibilities

1. Apply for and receive all necessary permits (including Construction Permit Application Water/Wastewater Facilities through DHEC) for the Utility Work. The cost of these permits shall be reimbursable by **SCDOT** according to the terms of this Agreement.
2. Provide all engineering design services, sealed construction plans and specifications, bid tab sheet, itemized estimated cost, and a list of preferred contractors (minimum of 3) to meet **SCDOT**’s letting schedule for the Project. These costs shall be reimbursable by **SCDOT** according to the terms of this Agreement.
3. **UTILITY** shall provide construction observation services for the Utility Work. These costs shall be reimbursable by **SCDOT** pursuant to the terms of this Agreement. Estimated costs for these services should be provided to **SCDOT**.
4. **UTILITY** must meet the bidding and construction schedule established by **SCDOT**. All documents necessary must be provided by **UTILITY** to **SCDOT** at least 180 days prior to receipt of bids for the Project. If the Project is under an accelerated schedule, **SCDOT** shall notify **UTILITY** of the date by which the documents must be provided.
5. If criteria and specifications provided by **UTILITY** are found to be inaccurate due to errors or omissions, **UTILITY** shall be responsible for any resulting damages, including delay damages or the costs attributable to such delays.
6. **UTILITY** shall not be liable or responsible for schedule or costs if **SCDOT**’s contractor fails to adhere to **UTILITY**’s Design Criteria and Standard Specifications.
7. **UTILITY** shall maintain existing facilities in place at its expense until new facilities that are acceptable to **UTILITY** have been constructed, tie-ins and switch-overs have been completed, and existing facilities are ready to be removed.
8. **UTILITY** retains responsibility for operation of any supporting systems facilities which support the operation of **SCDOT**’s contractor’s temporary facilities. **SCDOT**’s contractor is responsible for the installation and maintenance of all temporary facilities and maintains ownership of temporary facilities.
9. **UTILITY** or representative is required to make a good faith effort to attend all utility meetings held by **SCDOT**’s contractor or at the request of **SCDOT**.

10. **UTILITY's** on-site representative or inspector shall sign off on the installed quantity of pipe and associated equipment on a weekly basis while Utility Work is in progress. **SCDOT's** contractor shall coordinate the construction schedule with **UTILITY** and provide three business days' notice for days in which the contractor plans to perform Utility Work. **UTILITY's** on-site representative or inspector may perform inspection to verify work for all items related to the Utility Work.
11. Prior to accessing the Project site, **UTILITY** shall coordinate with **SCDOT's** contractor regarding their safety policies and access requirements.
12. **UTILITY** shall maintain the right to request a stop work order from **SCDOT** for the Utility Work in the event the **SCDOT** contractor or utility contractor fail to correctly install any portion of the water or sewer lines as outlined in **UTILITY's** specifications, standards, and plans.

Section VI – General Conditions

1. **SCDOT** shall have final approval on the location of all **UTILITY's** facilities within **SCDOT** right-of-way.
2. All work covered under this agreement and performed by **SCDOT's** contractor shall be performed within **SCDOT** right-of-way, or within **UTILITY's** acquired easements, as coordinated with and approved by **SCDOT**.
3. Upon substantial completion of the Utility Work, or any specific portion thereof, in accordance with **UTILITY's** plans and specifications, **UTILITY** will be considered to have accepted the Utility Work, or any specific portion thereof, by assuming control of the Utility Work and commencing to utilize it.
4. Following final acceptance, **UTILITY** will have sole responsibility for the operation and maintenance of the Utility Work and sole liability for any claims made by third-parties that arise from the design, construction, operation, or maintenance of the Utility Work in its entirety or the portion that has been accepted.
5. Following final acceptance, **UTILITY** will assume the same rights and responsibilities it would customarily have associated with an **SCDOT** permit.
6. Prior rights will remain in locations where prior rights currently exist. This Agreement shall not grant prior rights in locations where they do not currently exist.
7. Where **UTILITY** is on **SCDOT** right-of-way by encroachment, **UTILITY** agrees that if, in the opinion of **SCDOT's** Deputy Secretary of Engineering, it should ever become necessary to move or remove the Utility Work, including any future modifications thereto, on account of the change in locations of the highway, widening of the highway, or for any other sufficient reason, such moving or removing shall be done on demand of **SCDOT** at **UTILITY's** expense.
8. Should additional Utility Work become necessary as a result of Project impacts on **UTILITY's** facilities that were not foreseen at the time of execution of this Agreement, **UTILITY** agrees to work with **SCDOT** and **SCDOT's** contractor to negotiate a resolution consistent with the requirements of Act 36 of 2019 (SC Code § 57-5-886).
9. **UTILITY** shall agree to hold consultations with **SCDOT** as may be necessary with regard to the execution of supplements to this Agreement during the course of the Project for the purpose of resolving any items that may have been unintentionally omitted from this Agreement. Such supplemental agreements shall be subject to the approval and proper execution of the Parties

- hereto. No amendment to this Agreement shall be effective or binding on any Party hereto unless such amendment has been agreed to in writing by all Parties hereto.
10. **The Parties** agree that delays in the Utility Work will impact public convenience, safety, and welfare, and that monetary damages would be inadequate to compensate **SCDOT** for delays in the construction of the Project. Consequently, **SCDOT** shall be entitled to specific performance or other equitable relief from **UTILITY** in the event of any breach of this Agreement which threatens to delay construction of the Project. This provision shall not limit any other remedies available to **SCDOT**.
 11. All claims or disputes shall be filed with **SCDOT's** Project Manager. **The Parties** will meet to attempt to resolve any dispute or claim. If unable to resolve the dispute with the **SCDOT** Project Manager, **the Parties** may appeal the claim or dispute to the appropriate **SCDOT** Deputy Secretary. The Deputy Secretary's decision in the matter shall be final and conclusive for both **Parties**, subject to non-jury appeal in the Circuit Court of Richland County.

Section VII – Counterparts

This Agreement may be executed in counterparts, and if so executed, shall become effective when a counterpart has been executed and delivered by both Parties hereto. All counterparts taken together shall constitute one and the same Agreement and shall be fully enforceable as such. Delivery of counterparts via facsimile transmission or via email with scanned attachment shall be effective as if originals thereof were delivered.

Section VIII – Authority and Law

SCDOT and **UTILITY** each bind themselves, their respective successors, executors, and assigns to the other Party with respect to these requirements, and also agree that neither Party shall assign, sublet, or transfer its respective interest in this Agreement without the written consent of the other.

This Agreement is to be interpreted under the laws of the State of South Carolina.

[Signature blocks on next page]

MOA-7-21

In-Contract Utility Relocation of
Multi Large Public Water and/or Sewer Facilities
SCDOT Project ID: 040440

IN WITNESS WHEREOF, the Parties have caused this Agreement to be signed and sealed by their authorized representatives.

SIGNED, SEALED, AND DELIVERED

IN THE PRESENCE OF:

CITY OF COLUMBIA

WITNESS

BY: _____
Title: _____

WITNESS

SOUTH CAROLINA DEPARTMENT OF TRANSPORTATION

BY: _____

Deputy Secretary for Finance and Administration
or Designee

RECOMMENDED BY:

HB

TM

TPS

97

Deputy Secretary of Engineering or Designee

REVIEWED BY:

State Utilities Engineer

APPROVED AS TO FORM

Legal Department City of Columbia, SC

DEPARTMENT OF ENGINEERING

**US-1 BRIDGE REPLACEMENT AT CSX RAILROAD
AT FONTAINE ROAD
WATER RELOCATIONS**

CIP PROJECT:

WM4401



DRAWING INDEX

COVER

VICINITY MAP, LEGEND, & NOTES

WATER MAIN PLAN AND PROFILE

WATER DETAILS

SEDIMENT & EROSION CONTROL DETAILS &

CONSTRUCTION DETAILS

C0.01

C0.02

C1.01 TO C1.06

C2.01 TO C2.03

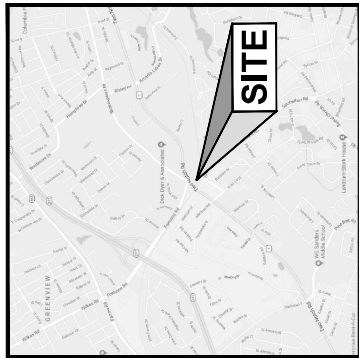
C3.01

CITY OF COLUMBIA

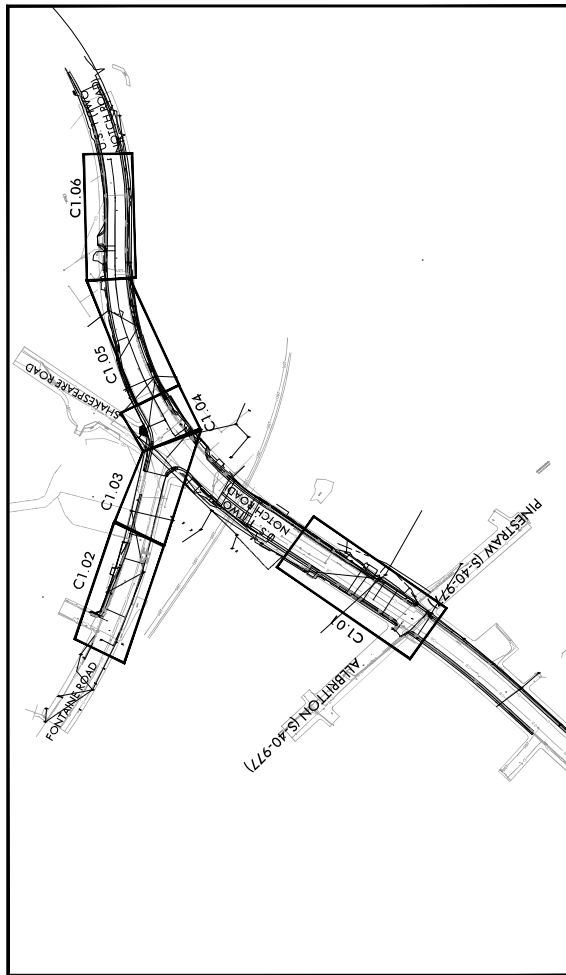
NOTES:

1. EXISTING CONDITIONS SHOWN FOR INFORMATION ONLY. CONTRACTOR SHALL VERIFY ALL INFORMATION AND MAKE NECESSARY ADJUSTMENTS TO THE DESIGN PRIOR TO CONSTRUCTION.
2. ALL UTILITIES, VALVES AND CONNECTIONS SHALL BE RELOCATED TO THE PROPOSED WATER MAIN LAYOUT.
3. CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE CITY OF COLUMBIA WATER DEPARTMENT SPECIFICATIONS AND STANDARDS. CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS PRIOR TO CONSTRUCTION.
4. ALL PROPERTIES INCLUDING DRIVEWAYS, DISTURBED DURING OR AS A PART OF CONSTRUCTION, SHALL BE RESTORED TO ORIGINAL OR BETTER CONDITION.
5. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS PRIOR TO CONSTRUCTION.
6. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS PRIOR TO CONSTRUCTION.
7. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS PRIOR TO CONSTRUCTION.
8. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS PRIOR TO CONSTRUCTION.
9. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS PRIOR TO CONSTRUCTION.

U.S. 1 (TWO NOTCH ROAD)
VICINITY MAP
SCALE 1:2000 FT



U.S. 1 (TWO NOTCH RD)
SHEET LAYOUT
SCALE 1:200 FT



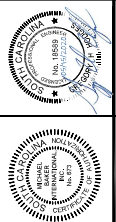
GENERAL NOTES:

1. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS PRIOR TO CONSTRUCTION.
2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS PRIOR TO CONSTRUCTION.
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19. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS PRIOR TO CONSTRUCTION.
20. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS PRIOR TO CONSTRUCTION.



CITY OF COLUMBIA
DEPT. OF ENGINEERING
COLUMBIA, SC 29217

Michael Baker
INTERNATIONAL
Michael Baker International
Columbia, South Carolina 29201



GH
KTC
164897

REVISIONS

No.	Description	Date	By
1	REVISED UTILITY COORDINATOR	2/21/23	KTC

U.S. 1 BRIDGE REPLACE
OVER CSX RAILROAD
AT FONTAINE ROAD
WATER RELOCATION

VICINITY MAP, LEGEND &
GENERAL NOTES

WM4401

DATE: MAY 2020

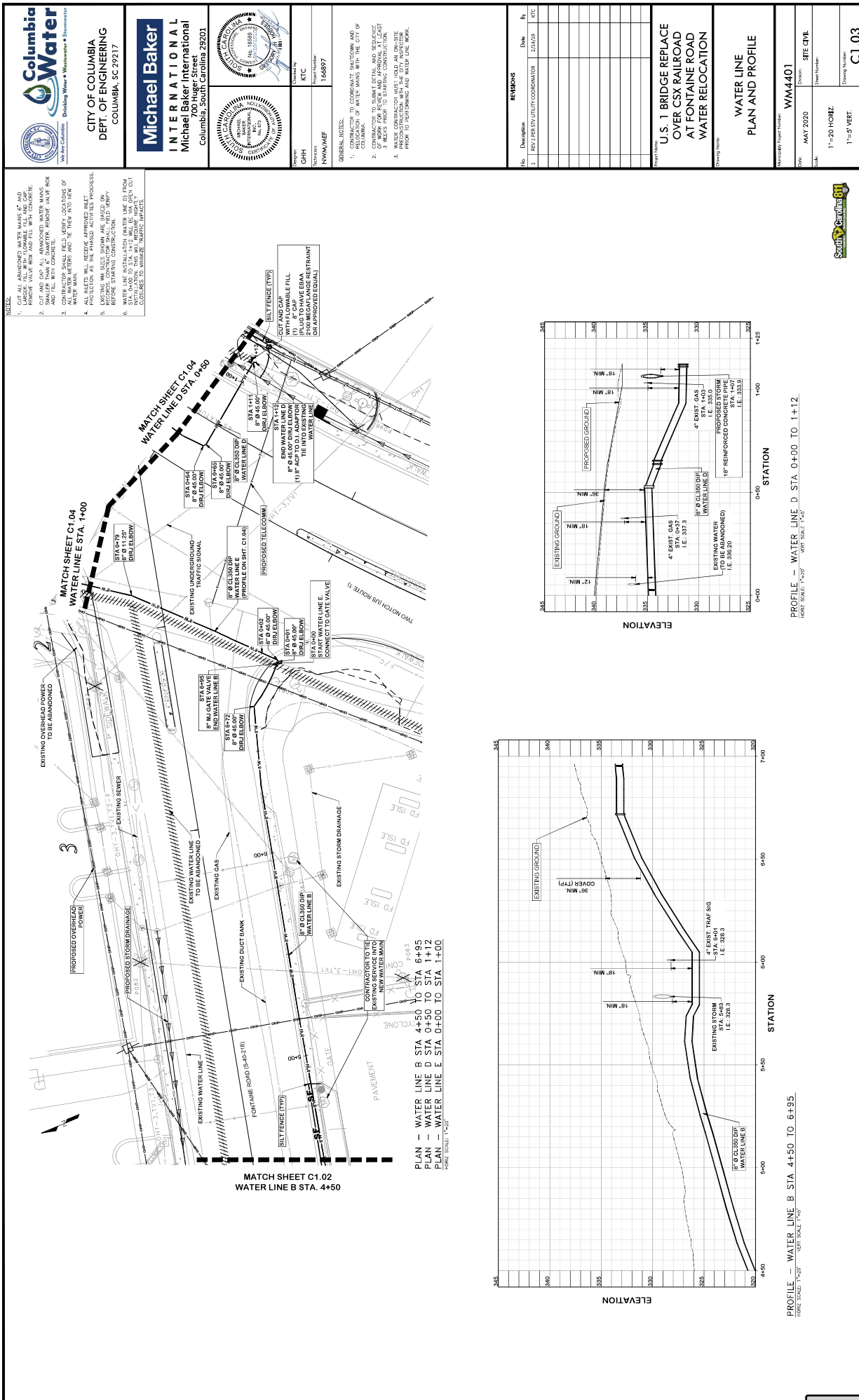
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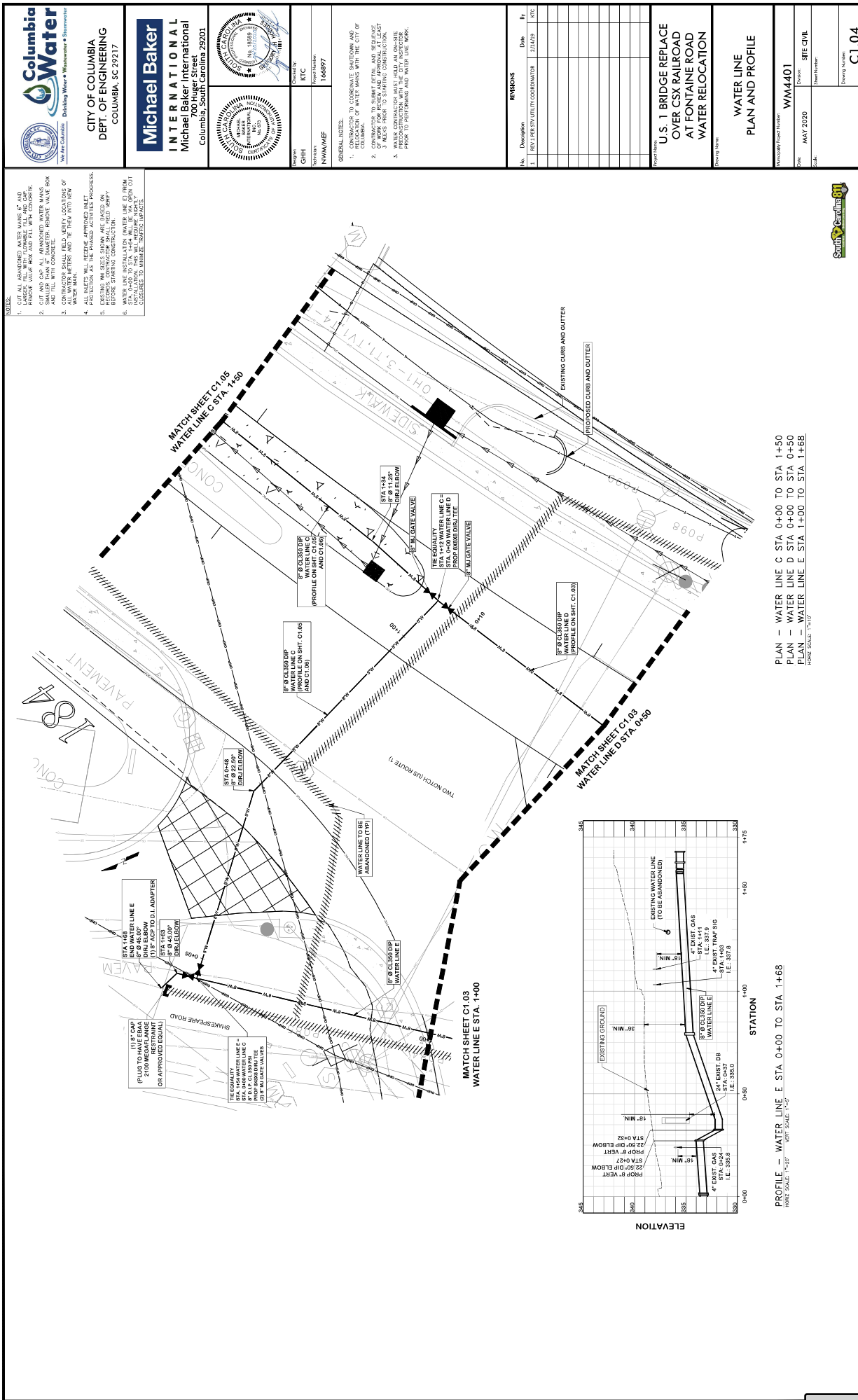
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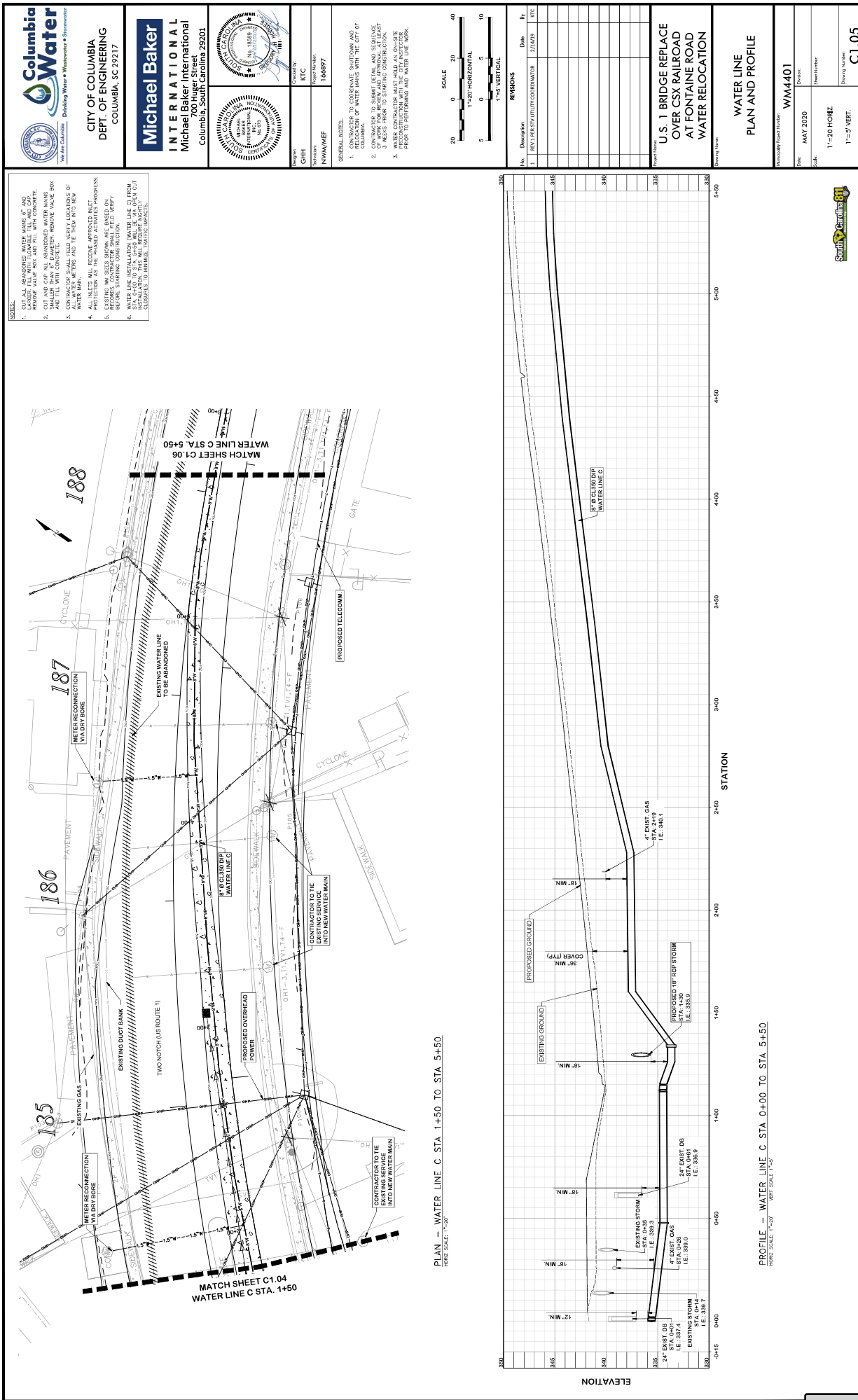
LEGEND	
	EXISTING WATER MAIN
	PROPOSED WATER MAIN
	EXISTING SANITARY SEWER
	PROPOSED SANITARY SEWER
	EXISTING STORM DRAIN
	PROPOSED STORM DRAIN
	EXISTING GAS MAIN
	PROPOSED GAS MAIN
	EXISTING ELECTRIC MAIN
	PROPOSED ELECTRIC MAIN
	EXISTING TELEPHONE LINE
	PROPOSED TELEPHONE LINE
	EXISTING CABLE TV LINE
	PROPOSED CABLE TV LINE
	EXISTING FIRE HYDRANT
	PROPOSED FIRE HYDRANT
	EXISTING VALVE
	PROPOSED VALVE
	EXISTING MANHOLE
	PROPOSED MANHOLE
	EXISTING INLET
	PROPOSED INLET
	EXISTING OUTLET
	PROPOSED OUTLET
	EXISTING STRUCTURE
	PROPOSED STRUCTURE
	EXISTING FOUNDATION
	PROPOSED FOUNDATION
	EXISTING WALL
	PROPOSED WALL
	EXISTING FLOOR
	PROPOSED FLOOR
	EXISTING CEILING
	PROPOSED CEILING
	EXISTING ROOF
	PROPOSED ROOF
	EXISTING FOUNDATION
	PROPOSED FOUNDATION
	EXISTING WALL
	PROPOSED WALL
	EXISTING FLOOR
	PROPOSED FLOOR
	EXISTING CEILING
	PROPOSED CEILING
	EXISTING ROOF
	PROPOSED ROOF

Packet Pg. 124

Packet Pg. 125







Packet Pg. 129

CITY OF COLUMBIA
DEPT. OF ENGINEERING
COLUMBIA, SC 29217

Michael Baker International
INTERNATIONAL
Michael Baker International
Columbia, South Carolina 29201

Project No. 16897
Project Name: MTW

CONCRETE PROTECTION RING DETAIL
NOT TO SCALE

PAVEMENT REPAIRS
NOT TO SCALE

MINIMUM BEDDING FOR WATER MAIN DETAIL
NOT TO SCALE

ASPHALT AND PORTLAND CEMENT CONCRETE PAVEMENT SCHEDULE

PAVEMENT TYPE	THICKNESS (INCHES)	MINIMUM COMPACTED BASE COURSE (INCHES)
1. ASPHALT INTERMEDIATE BASE COURSE SCOOT TYPE B (4" THICK)	4"	6"
2. ASPHALT INTERMEDIATE BASE COURSE SCOOT TYPE B (4" THICK)	4"	6"
3. ASPHALT INTERMEDIATE BASE COURSE SCOOT TYPE B (4" THICK)	4"	6"
4. ASPHALT INTERMEDIATE BASE COURSE SCOOT TYPE B (4" THICK)	4"	6"
5. ASPHALT INTERMEDIATE BASE COURSE SCOOT TYPE B (4" THICK)	4"	6"
6. ASPHALT INTERMEDIATE BASE COURSE SCOOT TYPE B (4" THICK)	4"	6"

TYPICAL TAPPING SLEEVE AND VALVE DETAIL
NOT TO SCALE

GATE VALVE AND VALVE BOX DETAIL
NOT TO SCALE

FIRE SERVICE CONNECTIONS
NOT TO SCALE

NOTES:

1. FIRE SERVICE METER ASSEMBLY UTILIZES ONLY ONE LINE FOR FIRE PROTECTION SERVICE AND DOMESTIC WATER SERVICE, ONLY ONE METER.
2. THE SIZES OF THE METER AND BYPASS METER VARY WITH APPLICATION.
3. TYPE OF APPLICATION (FIRE PROTECTION OR DOMESTIC WATER SERVICE) SHALL BE INDICATED ON THE DRAWING.
4. ALL VALVES MUST MEET CITY OF COLUMBIA SPECIFICATIONS.
5. ALL VALVES MUST BE 150 LB. PRESSURE RATED.
6. ALL VALVES MUST BE 150 LB. PRESSURE RATED.
7. ALL VALVES MUST BE 150 LB. PRESSURE RATED.
8. ALL VALVES MUST BE 150 LB. PRESSURE RATED.
9. ALL VALVES MUST BE 150 LB. PRESSURE RATED.
10. ALL VALVES MUST BE 150 LB. PRESSURE RATED.
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12. ALL VALVES MUST BE 150 LB. PRESSURE RATED.
13. ALL VALVES MUST BE 150 LB. PRESSURE RATED.
14. ALL VALVES MUST BE 150 LB. PRESSURE RATED.
15. ALL VALVES MUST BE 150 LB. PRESSURE RATED.

MINIMUM TRENCH WIDTH SCHEDULE

PIPE SIZE (IN.)	TRENCH WIDTH (IN.)
12"	36"
14"	42"
16"	48"
18"	54"
20"	60"
22"	66"
24"	72"
26"	78"
28"	84"
30"	90"
32"	96"
34"	102"
36"	108"
38"	114"
40"	120"
42"	126"
44"	132"
46"	138"
48"	144"
50"	150"
52"	156"
54"	162"
56"	168"
58"	174"
60"	180"
62"	186"
64"	192"
66"	198"
68"	204"
70"	210"
72"	216"
74"	222"
76"	228"
78"	234"
80"	240"
82"	246"
84"	252"
86"	258"
88"	264"
90"	270"
92"	276"
94"	282"
96"	288"
98"	294"
100"	300"

MINIMUM BEDDING FOR WATER MAIN DETAIL

NOT TO SCALE

FIRE SERVICE COMBINED WITH DOMESTIC SERVICE (TYPICAL)

NOT TO SCALE

SERVICE CONNECTION 4" & OVER WITHOUT FIRE SERVICE

NOT TO SCALE

SERVICE CONNECTION 4" & OVER WITH FIRE SERVICE

NOT TO SCALE

SERVICE SADDLE DETAIL TYPICAL

NOT TO SCALE

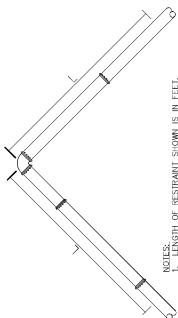
NOTES:

1. FIRE SERVICE METER ASSEMBLY UTILIZES ONLY ONE LINE FOR FIRE PROTECTION SERVICE AND DOMESTIC WATER SERVICE, ONLY ONE METER.
2. THE SIZES OF THE METER AND BYPASS METER VARY WITH APPLICATION.
3. TYPE OF APPLICATION (FIRE PROTECTION OR DOMESTIC WATER SERVICE) SHALL BE INDICATED ON THE DRAWING.
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13. ALL VALVES MUST BE 150 LB. PRESSURE RATED.
14. ALL VALVES MUST BE 150 LB. PRESSURE RATED.
15. ALL VALVES MUST BE 150 LB. PRESSURE RATED.

MINIMUM TRENCH WIDTH SCHEDULE

PIPE SIZE (IN.)	TRENCH WIDTH (IN.)
12"	36"
14"	42"
16"	48"
18"	54"
20"	60"
22"	66"
24"	72"
26"	78"
28"	84"
30"	90"
32"	96"
34"	102"
36"	108"
38"	114"
40"	120"
42"	126"
44"	132"
46"	138"
48"	144"
50"	150"
52"	156"
54"	162"
56"	168"
58"	174"
60"	180"
62"	

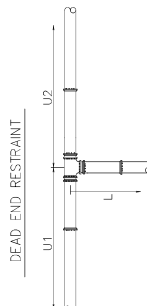
Packet Pg. 131



PIPE DIA.	L
4	28
6	40
8	52
10	62
12	73

PPE DA	L
4	28
6	40
8	52
10	62
12	73
16	94
18	114
24	132

NOTES:
1. LENGTH OF RESTRAINT SHOWN IS IN FEET.
2. WHERE LINES CONSIST OF BOTH DUCTILE IRON AND PVC WITHIN THE LIMITS OF REQUIRED RESTRAINT LIMITS, FOR PVC SHALL APPLY.



NOTES:

1. LENGTH OF RESTRAINT SHOWN IS IN FEET.
2. WHERE TWO CORDS OF BOTH DUCTILE IRON AND PVC WITHIN THE SAME CORD ARE REQUIRED, RESTRAINTS FOR PVC SHALL APPLY.
3. U1 AND U2 = UNINTERRUPTED STRAIGHT RUNS OF PIPE IN EACH DIRECTION.
4. U₁ = THE SMALLER OF U1 OR U2.
5. L = MINIMUM RESTRAINED LENGTH ALONG THE BRANCH.
6. WHERE ψ IS LESS THAN 45°, RESTRAIN IT AS A 90° HORIZONTAL BEND.

	5×10^{-7}	10^{-6}	2×10^{-5}	5×10^{-5}	$> 35^{\circ}$
434	43	43	78	4	*
634	38	17	*	*	*
636	64	49	25	*	*
834	34	6	*	*	*
836	11	2	10	*	*
838	87	72	48	12	*
1034	29	*	*	*	*
1306	58	34	*	*	*
1308	84	66	35	*	*
10410	106	91	67	31	*
1206	54	26	*	*	*
1208	82	60	23	*	*
1210	82	60	23	*	*
12110	104	86	57	13	*
1212	126	112	87	51	*
20250	68	39	20	16	*
1212	63	38	*	*	*
1212	63	38	*	*	*

RESTRAINED LENGTH (L)

[illegible]

**J.J.S. 1 BRIDGE REPLACE
OVER CSX RAILROAD
AT FONTAINE ROAD
WATER RELOCATION**

WATER DETAILS

Municipality Project Number: WM4401		Division: SITE CIVIL	
Date: MAY 2020	Issue:	Sheet Number:	
AS NOTED		Drawing Number: C2.03	

RESTRAINED JOINTS DETAILS

	9-10	11-20	21-30	31-40	40-50	50-55	55-60	60-65	65-70	70-75	75-80
454	23	15	2	*	*	100.0	54	11	23	*	*
455	10	10	10	10	10	100.0	54	11	23	*	*
456	55	27	14	*	*	100.0	59	81	36	*	*
457	18	3	*	854	4	1606	22	*	*	*	*
458	10	10	10	10	10	100.0	54	11	23	*	*
459	41	59	26	5	*	188.0	51	35	8	*	*
460	16	*	11094	1	*	100.2	64	51	238	*	*
461	18	1	*	*	*	100.0	54	11	23	*	*
462	41	18	1	*	*	188.8	58	105	87	148	*
463	59	49	36	17	*	2496	18	*	*	*	*
464	3	14	*	*	*	2405	33	0	*	*	*
465	32	14	*	*	*	2405	33	0	*	*	*
466	42	32	3	*	*	2432.2	62	46	17	*	*
467	41	31	7	*	*	24316	67	93	22	*	*
468	31	24	7	*	*	24316	67	93	22	*	*
469	41	28	4	*	*	24324	127	119	66	86	33
470	16	7	*	*	*	24324	127	119	66	86	33

MINIMUM RESTRAINED LENGTH (L)



DOCKILE	REDUCER	U	L
		30	21
		72	38
		29	22
	10x4	123	51
		63	38
	10x8	26	21
		126	64
	12x6	106	53
	12x8	59	39
		12x10	28
		214	79
	16x8	141	68
		16x10	91
	16x12	54	40
	18x8	174	84
		18x12	123
	18x16	51	40
	24x12	207	97
		24x16	113
	24x20	48	39

REDUCER	U	L
6X4	56	38
8X4	134	69
8X6	53	40
10X4	227	94
10X6	117	71
10X8	49	39
12X4	343	118
12X6	196	99
12X8	109	72
12X10	48	40
20X12	88	42
20X16	60	24

U = MINIMUM UNINTERRUPTED STRAIGHT RUN OF PIPE ON SMALL SIDE OF REDUCER.
L = MINIMUM RESTRAINED LENGTH

WHERE MINIMUM "U" IS NOT MET, PIPE ON LARGE SIDE OF REDUCER SHALL BE RESTRAINED FOR A MINIMUM OF "1" FEET.

PIPE DIA.	BEND IRON LINE			
	11-1/4"	22-1/2"	40"	90"
4	3	6	17	28
6	4	8	12	40
8	4	10	22	52
10	5	12	26	62
12	6	15	30	73
16	7	19	39	94
20	11	23	47	114
24	13	26	46	130

MINIMUM RESTRAINED LENGTH (L)

NOTES:
1. LENGTH OF RESTRAINT SHOWN IS IN FEET.
2. WHERE LINES CONSIST OF BOTH DUCTILE IRON AND PVC WITHIN THE LIMITS OF REQUIRED RESTRAINT, LIMITS FOR PVC SHALL APPLY

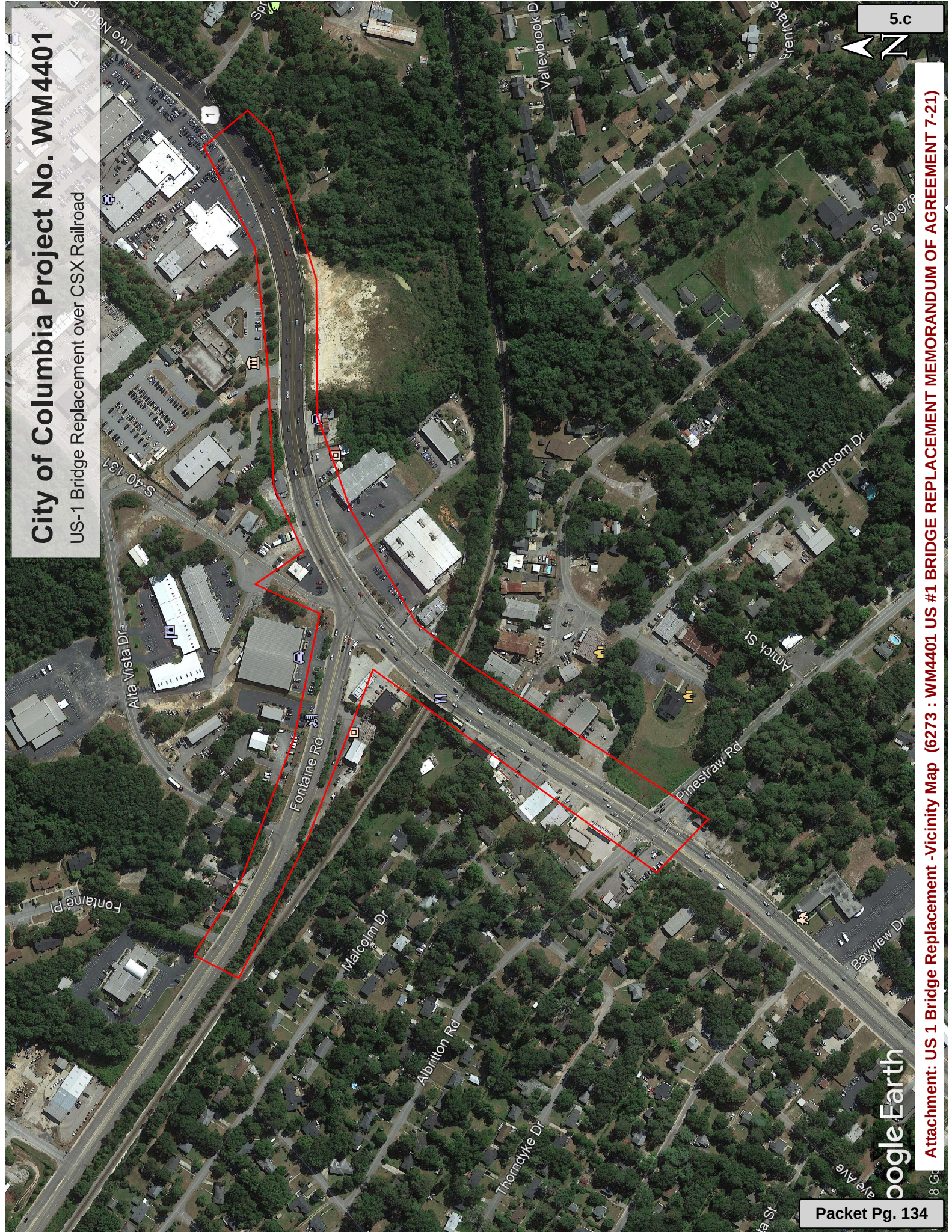
VERTICAL BEND RESTRAINT

RESTRAINED JOINTS DETAILS

Packet Pg. 133

City of Columbia Project No. WM4401

US-1 Bridge Replacement over CSX Railroad



5.c



Attachment: US 1 Bridge Replacement -Vicinity Map (6273 : WM4401 US #1 BRIDGE REPLACEMENT MEMORANDUM OF AGREEMENT 7-21)

Google Earth



We Are Columbia

MEETING DATE: November 10, 2020

DEPARTMENT: Procurement and Contracts

FROM: *Sandra Wright, Purchasing Agent*

SUBJECT: Council is asked to approve the purchase of Pump Parts, Inspections, Service Calls, and Maintenance for the Metro Wastewater Treatment Plant, as requested by Columbia Water. Award to Charles Underwood Inc., as a Sole Source in an amount not to exceed \$50,000.00. This vendor is located in Sanford, NC.

REQUISITION NO.: R206401

FUNDING SOURCE & ORIGINAL BUDGET: Funding Source: Utilities Metro Wastewater Plant - Maintenance and Service Contract (5516208-658300). The original budget amount is \$50,000.00.

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:

- Charles Underwood Sole Source Agreement R206401 (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 Charles Underwood, 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.

By: _____

Witness

By: Susan Petty

Witness

SIGN HERE

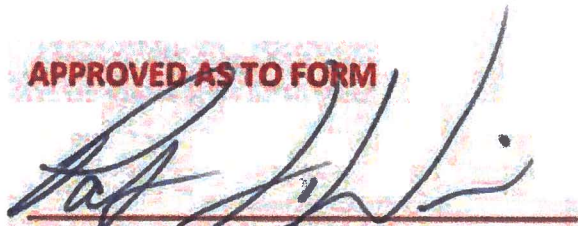
CITY OF COLUMBIA, SOUTH CAROLINA

By: _____

Title: City Manager

Date: _____

Charles Underwood, Inc.

SIGN HEREBy: Russell UnderwoodTitle: PresidentDate: 10-20-2020**APPROVED AS TO FORM**
Legal Department City of Columbia, SC

10/20/20

Attachment: Charles Underwood Sole Source Agreement R206401 (6274 : Charles Underwood Sole Source Agreement)

Requisition # R206401JUSTIFICATION 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)
Grundfos- Yeomans, PACO, Chicago, and Morris Pumps, replacement/spare parts, products,
(2)
repair/field services, inspections, service calls, and maintenance.

as a sole source procurement from Underwood Inc, Charles R.
(3)
based upon the following justifications Charles Underwood is the only company that still
(4)
sells parts and products, and conducts inspections on the older model pumps that we still
use at the Lift Stations. Without these services and parts our pumps would fail, and if the
pumps are down it could lead to a SSO.

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

Utilities

Department

Signature of Department Head

09.30.2020

Date

Grammon Vignone's

10/2/2020

Date

KSB

SIGN HERE

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

for Signature of Purchasing Agent

Signature of Finance Director

Date

10/15/20

Date

Signature of Asst. City Manager

Date

Signature of City Manager

- 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: Charles Underwood Sole Source Agreement R206401 (6274 : Charles Underwood Sole Source Agreement)

Grundfos Service & Solutions
902 Koomey Road
Brookshire, TX 77423
www.grundfos.com

June 2, 2020

To Whom It May Concern:

Subject: Approved Grundfos Distributor (Service) – Charles R. Underwood, Inc. – Sanford, NC.

This letter will confirm that Charles R. Underwood, Inc., located in Sanford, NC, is a Grundfos distributor and is authorized to perform service & repair on Grundfos branded products (including Yeomans, PACO, Chicago and Morris, but excluding Sewer Chewer) within the states of North Carolina and South Carolina for customers within the Water Utility/Municipal market. This letter is valid through Dec. 31, 2020.

Sincerely,

Brian Kibiger
Director of Service & Aftermarket Sales
BKibiger@Grundfos.com
(816) 266-8270

Attachment: Charles Underwood Sole Source Agreement R206401 (6274 : Charles Underwood Sole Source Agreement)

Charles R. Underwood Inc.

Municipal Pump Sales & Service

2000 Boone Trail Road
Sanford, North Carolina 27330

Phone: (919) 775-2463

Fax: (919) 708-7232

July 22, 2020

Mr. Michael Zeise
City of Columbia
PO Box 147
Columbia, SC 29217

RE: Pump Station PM

Dear Mr. Zeise,

We are pleased to provide a cost to provide our service technician to perform preventative maintenance inspection of the pumps and motors at the Broad River Pump Station, North Columbia Pump Station and Mill Creek Pump Station twice a year. We would provide a service technician to perform a spectrum vibration analysis and a motor test analysis onsite to ascertain the conditions of the pumps and motors. We will provide a report of the condition and any recommendations of service or repair based on the inspection.

We would provide this for a cost of \$8,000.00 per year. This would be \$4,000.00 every six months to inspect all three-pump stations.

We appreciate the opportunity to provide this service for the City.

Sincerely,

*Russell Underwood*Russell Underwood, P.E.
Charles R. Underwood, Inc.
President

Attachment: Charles Underwood Sole Source Agreement R206401 (6274 : Charles Underwood Sole Source Agreement)



We Are Columbia

MEETING DATE: November 10, 2020

DEPARTMENT: Procurement and Contracts

FROM: Sandra Wright, Purchasing Agent

SUBJECT: Council is asked to approve an Agreement for Project WM4263; Water Quality Consulting for Fiscal Year 2020/2021, as requested by Columbia Water. Award to Black & Veatch Corporation in the amount of \$75,000.00. The firm is located in Columbia, SC.

REQUISITION NO.: R201330

FUNDING SOURCE & ORIGINAL BUDGET: Funding Source: Utilities Columbia Canal Water Treatment Plant, Consultant Fees (5516206-WM426302-636700) (50%) and (5516207-WM426302-636700) (50%). The original budget amount is \$75,000.00.

BUSINESS PROGRAM: Mentor Protege Program

CLEAN WATER 2020?: No

FOCUS AREAS: Innovative & High Quality Municipal Services

PURPOSE:

This is a Mentor Protégé Program Project. Black & Veatch Corporation is the mentor and will provide water production process optimization evaluation recommendations, operator training for the water treatment process, and additional water quality services on an on-call basis at 80% (\$60,000.00) of the total contract amount. Howard Engineering, Inc., a Minority Business Enterprise (W) of Columbia, SC, is the protégé and will provide electrical vulnerability assessment, on-call inspection service, construction management services, water treatment staff training, water quality data review, and report quality control at 20% (\$15,000.00) of the total contract amount.

There were (16) responses to solicitation RFQu001-19-20-JAG Major and Minor Water Distribution System and Water Treatment Plant Projects, Category II Minor Water Distribution System. Of the 16 responses, four were short listed.

The service being provided will encompass the following:

Task 100 - General Project Administration

Task 200 - Water Quality Committee

Task 300 - Process Optimization Evaluation Recommendations

Task 400 - Operator Training of Water Treatment Process

Task 500 - Additional On-Call Water Quality Services

Task 600 - Permits and Property

Task 700 - Bidding and Award

Task 800 - Engineering Services During Construction

The Office of the City Attorney has reviewed the Agreement and the ACM for Columbia Water and the Director of Engineering recommend its approval.

ATTACHMENTS:

- inal.Agreement.WM4263WaterConsultingFY20-21.BlackVeatch (PDF)

Black & Veatch Corporation
Water Quality Consulting for Fiscal Year 2020-2021– WM4263



AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement is being awarded under procurement method RFQu001-19-20-JAG Major and Minor Water Distribution System and Water Treatment Plant Projects.

1. **PURPOSE** – This Agreement is entered into as of the date of the last signature affixed hereto, by and between the City of Columbia, South Carolina (hereinafter referred to as the "City") and Black & Veatch Corporation (hereinafter referred to as the "Consultant"), to provide water quality consulting services to the City of Columbia.

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

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

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

4. **TERM OF AGREEMENT** – This Agreement shall expire, unless terminated earlier as provided herein, on June 30, 2021. The term of the Agreement is the date of the execution of a *Notice to Proceed and a valid Purchase Order from the City of Columbia*

Black & Veatch Corporation
Water Quality Consulting for Fiscal Year 2020-2021– WM4263

with the option to renew or continue with work for one (1) additional one-year period at the mutual pleasure of both parties.

The decision whether to extend the Agreement, upon written request, shall be the sole and exclusive discretion of the City and neither party shall be under any obligation to agree to an extension of the initial term or any additional term.

5. **SCHEDULE FOR COMPLETION OF SERVICES** – The Consultant shall complete any and all services performed under this Agreement within the timeframes as outlined in Exhibit B, attached hereto.
6. **COMPENSATION** – (See Exhibit C)
 - A. The total compensation to be paid by the City to the Consultant under this Agreement shall not exceed Seventy-Five Thousand Dollars and 00/100 (\$75,000.00).
 - B. The Consultant shall submit invoices no more frequently than monthly for services rendered during each phase of the Project. Each invoice submitted must describe the services for which payment is requested, show payment calculations and specify the person(s) rendering such service(s). Consultant must invoice monthly regardless of work being completed during that period. If no work is completed, a zero balance invoice should be submitted. **Each invoice must also clearly identify any portion of the fee invoiced for subcontracted services, including any such services that are specified in the Summary of Proposed Subconsultants shown on Exhibit D hereto.** Each invoice shall bear the signature of the Consultant, whose signature shall certify that the information contained in the invoice is true and accurate and that the invoice amount is currently due and owing. The City will not pay interest or penalty on any past due amount.

Black & Veatch Corporation
Water Quality Consulting for Fiscal Year 2020-2021– WM4263

C. Invoicing Procedure (See Exhibit F)

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

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

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

Black & Veatch Corporation
Water Quality Consulting for Fiscal Year 2020-2021– WM4263

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

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

E. Affirmative Action Procurement and Contracting Goals:

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

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

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

Black & Veatch Corporation
Water Quality Consulting for Fiscal Year 2020-2021– WM4263

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

F. Subcontracting Goals

Under this Agreement, the subcontracting goals are as follows:

SB Goals	<u>N/A</u>	%
MBE	<u>10</u>	%
WBE	<u>10</u>	%
LSA	<u>N/A</u>	%

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

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

The City of Columbia encourages, where economically feasible, establishment of mentor-protégé relationships to ensure contracting opportunities for all businesses, including minority / women / small business enterprises. The Mentor-Protégé Program (MPP) helps develop private sector business relationships and enhances the contracting capabilities of minority-owned business enterprises (MBE), women-owned business enterprises (WBE), and small business enterprises (SBE). In order to provide opportunities for growth and to encourage hands-on business relationships, certain capital improvement projects may be designated by the City of Columbia as Mentor-Protégé Program projects. The City of Columbia has determined that participation in the City's Mentor-Protégé Program is required for this project. The MPP goals for this requirement are 20%.

The Consultant must comply with Mentor-Protégé Program Guidelines. The

Black & Veatch Corporation
Water Quality Consulting for Fiscal Year 2020-2021– WM4263

Consultant agrees that the Mentor Protégé Program does not create any third-party beneficiary status or contractual rights and/or duties between the City and the Protégé and that the City is not a party to the Implementation Plan. The Consultant agrees that it has or will enter into a separate contractual Agreement with the Protégé to which the City is not a party. The MPP Implementation Plan is attached hereto as Exhibit E.

8. INDEMNIFICATION & INSURANCE

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

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

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

Black & Veatch Corporation
Water Quality Consulting for Fiscal Year 2020-2021– WM4263

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

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

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

- B. The Consultant shall furnish the City with a certificate showing satisfactory proof of carriage of the insurance required hereunder and such insurance shall be approved by the City prior to the Consultant and any Subconsultant of the Consultant commencing any services under this Agreement and this insurance shall remain in effect throughout the term of this Agreement, and any extensions of service. Insurance shall remain in effect for the duration of the project and for a period of one (1) year after completion. The City of Columbia shall be the Certificate Holder and shall be named as an *Additional Insured, except for Worker's Compensation and Professional Liability*.
- C. The Consultant shall indemnify, defend, hold harmless and reimburse the City, its agents, and employees from and against any and all losses, liabilities, expenses, and all claims for damages to the extent caused by the negligence of the Consultant, it's Subconsultants, officers, agents and employees in the performance of any of the obligations under the Agreement. Losses, liabilities, expenses and claims for damages shall include, civil and criminal fines and penalties, bodily injury, death, personal injury, or injury to real or personal property, defense costs, legal fees and costs, and attorney's fees for an appeal.

Black & Veatch Corporation
Water Quality Consulting for Fiscal Year 2020-2021– WM4263

The Consultant will also agree to promptly notify the City of any civil or criminal actions filed against the Consultant or of any notice of violation from any federal or state agency, or of any claim as soon as practical as relates to the services provided under this Agreement. The City, upon receipt of such notice, shall have the right at its election to defend any and all actions or suits or to join in defense.

9. **PERMITS & LICENSES**

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

Black & Veatch Corporation
Water Quality Consulting for Fiscal Year 2020-2021– WM4263

- D. The City of Columbia requires every person engaged or intending to engage in any calling, business, occupation or profession in whole or in part within the limits of the city to pay an annual license fee and obtain a business license as provided in the ordinance. Please contact the City of Columbia Business License Office with any questions at (803) 545-3345.

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

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

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

12. **TERMINATION OF AGREEMENT** – The City may terminate this Agreement at any time upon any of the following grounds:

Black & Veatch Corporation
Water Quality Consulting for Fiscal Year 2020-2021– WM4263

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

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

13. **OWNERSHIP OF PROJECT** - All data, documents or other information of any description generated by or used by the Consultant or any Subconsultant retained by

Black & Veatch Corporation
Water Quality Consulting for Fiscal Year 2020-2021– WM4263

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

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

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

City of Columbia

Name: Office of Procurement and Contracts
Title: Purchasing Agent
Address: 1800 Main Street
Second Floor
Columbia, SC 29201
Phone: (803) 545-3470
Fax: (803) 758-1013
Email: procurement@columbiasc.gov

Black & Veatch Corporation

Name: Don Franklin
Title: Project Manager
Address: 1411 Gervais Street, Suite 125
Columbia, SC 29201
Phone: (803) 413-4537
Fax: N/A
Email: franklinde@bv.com

16. **CONSENT DECREE – (Non-Applicable)**

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

Black & Veatch Corporation
Water Quality Consulting for Fiscal Year 2020-2021– WM4263

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

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

Black & Veatch Corporation
Water Quality Consulting for Fiscal Year 2020-2021– WM4263

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

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

17. MISCELLANEOUS

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

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

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

Black & Veatch Corporation
Water Quality Consulting for Fiscal Year 2020-2021– WM4263

- E. This Agreement shall be construed in accordance with the laws and City of Columbia Code of Ordinances and those of the State of South Carolina. The Consultant agrees to subject itself to the jurisdiction and venue of the courts of Richland or Lexington County, State of South Carolina as to all matters and disputes arising or to arise under this Agreement and the performance thereof. The City may seek attorney's fees and the Consultant agrees to pay such fees as awarded by the Court or other body. No attorney's fees may be sought by, nor will be paid to, the Consultant.
- F. This Agreement represents the entire agreement between the City and the Consultant and supersedes all prior communications, negotiations, representations or agreements, either written or oral. The parties may amend this Agreement at any time provided that such Amendments are executed in writing, signed by a duly authorized representative of both organizations, and approved, where applicable, by the City's governing body.
- The City may, in its discretion, amend this Agreement to conform with federal, state, or local governmental guidelines, policies and available funding amounts, or for other reasons. If such Amendments result in a change in the funding, the scope of services, or schedule of, the activities to be undertaken as part of the Agreement, such modifications will be incorporated only by written amendment signed by both the City and the Consultant.
- G. The failure of either the Consultant or the City to insist upon the strict performance of any provision of this Agreement shall not be deemed to be a waiver of the right to insist upon strict performance of such provision or of any other provision of this Agreement at any time. Partial payment by the City shall not be construed as a waiver. Waiver of any breach of this Agreement shall not constitute waiver of a subsequent breach.
- H. In the event any provision of this Agreement is determined to be void or unenforceable, all other provisions shall remain in full force and effect.

Black & Veatch Corporation
Water Quality Consulting for Fiscal Year 2020-2021– WM4263

- I. This Agreement is subject to City Council approval.

- J. The Consultant acknowledges, for itself and its Subconsultants, that it is subject to the provisions of the 1991 Ethics Reform Act (8-13-100, et seq, South Carolina Code of Laws, 1976, as amended). Under this Act, "A person may not, directly or indirectly, give, offer, or promise anything of value to a public official, public member, or public employee with intent to:
 - 1. influence the discharge of a public official's, public member's, or public employee's official responsibilities;
 - 2. influence a public official, public member, or public employee to commit, aid in committing, collude in, or allow fraud on a governmental entity; or,
 - 3. induce a public official, public member, or public employee to perform or fail to perform an act in violation of the public official's, public member's, or public employee's official responsibilities.

"Anything of value" includes, but is not limited to, lodging, transportation, entertainment, food, meals, beverages, money, gifts, honorariums, discounts and interest-free loans.

- K. In carrying out the service, the Consultant shall not discriminate against any employee or applicant for employment because of race, color, religion, creed, national origin, sex, gender identity, sexual orientation, age, disability or other handicap, or any other characteristic protected by federal, state, and local laws ("protected characteristics"). The Consultant shall take affirmative action to ensure equal employment opportunities for all applicants for employment without regard to their protected characteristics. Such action includes, but is not limited to, the following: employment, promotion, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay or

Black & Veatch Corporation
Water Quality Consulting for Fiscal Year 2020-2021– WM4263

- other forms of compensation, and selection for training, including apprenticeship. The Consultant shall post in conspicuous places, available to employees and applicants for employment, a notice provided by the government setting forth the provisions of this non-discrimination policy. The Consultant shall incorporate these non-discrimination requirements in all subcontracts for service work.
- L. This Agreement shall be binding upon the respondent and upon its successors and assignees. This Agreement shall be binding upon the City in accordance with its terms and provisions.
- M. All of the reports, information, data, records or documents of any kind, prepared or assembled by the Consultant under this Agreement are matters of public record, but that the Consultant agrees that they shall only be made available to any individual or organization by the City and the Consultant shall not make them available to any individual or organization without the prior written approval of the City.
- N. Every exhibit, schedule and appendix attached to this Agreement and referred to herein is hereby incorporated into this Agreement by reference unless this Agreement expressly provides otherwise. This Agreement, exhibits and other documents include, but are not limited to the Conflict of Interest Statement, Non-collusion Affidavit, Local Business Enterprise, and Mentor Protégé Implementation forms are incorporated by reference in this Agreement and set forth the entire understanding between the parties hereto regarding the subject matter hereof.

below.

Black & Veatch Corporation
Water Quality Consulting for Fiscal Year 2020-2021- WM4263

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

CITY OF COLUMBIA, SOUTH CAROLINA

Witness

Teresa Wilson, City Manager

Date: _____

Black & Veatch Corporation

W. J. Wells

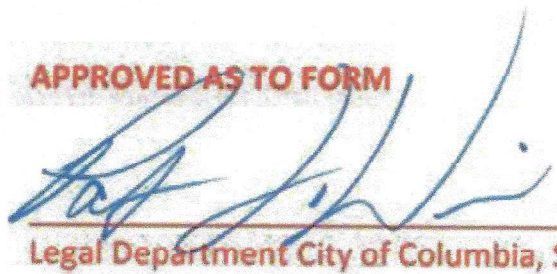
Print: Name/Title

Assoc. Vice President

Signature

Date: 10/21/20

APPROVED AS TO FORM



Legal Department City of Columbia, SC

10/9/20

(Space Intentionally Left Blank)

Black & Veatch Corporation
Water Quality Consulting for Fiscal Year 2020-2021– WM4263

List of Exhibits

Exhibit A – Scope of Services

Exhibit B – Schedule for Completion of Services

Exhibit C – Compensation

Exhibit D – Business Information Record for Subconsultants/Subcontractors

Exhibit E – Mentor Protégé Program Implementation Plan

Exhibit F – Invoicing Procedures

Exhibit G – Prompt Payment Affidavit

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EXHIBIT A
SCOPE OF SERVICES
BLACK & VEATCH CORPORATION
WATER QUALITY CONSULTING FOR FISCAL YEAR 2020-2021 (WM4263)

Project Description: Black & Veatch (Engineer) will serve as the City of Columbia's (City's) professional engineering representative in those phases of the Project to which this Agreement applies and will provide consultation and advice to the City during the performance of their services. The Engineer will provide routine water quality consulting services as requested by the City's staff for the Canal and Lake Murray Water Treatment Plants and the distribution system.

Work shall begin upon execution of this Agreement. Any work requested by the City that is not included in the items listed below shall be classified as Supplemental Services.

Engineer will provide the following specific tasks to perform the Project:

TASK 100 – GENERAL PROJECT ADMINISTRATION

Task 100 includes the following subtasks:

- Provide monthly progress reports, invoicing and schedule updates pertaining to Engineer's portion of the work to the City.
- Communicate with the City through a single point of contact, Engineer's Project Manager.
- Engineer will manage the efforts of its project team members and sub-consultants by assigning manpower, delegate responsibilities, review work progress, monitor budget and schedule, and direct the progress of the work.

TASK 200 – WATER QUALITY COMMITTEE

Engineer will participate and attend the City's monthly Water Quality Committee meetings. These meetings will include a review of monthly water quality data from the treatment facilities and in the distribution system, as well as a discussion of operational issues, regulatory responsibilities, and associated water quality items. A total of twelve (12) meetings are anticipated.

TASK 300 - PROCESS OPTIMIZATION EVALUATION RECOMMENDATIONS

Task 300 includes the following subtasks:

- Review of Water Production Information and Update of Database – The water production information for the previous year will be reviewed and the existing database of water production will be updated. This information will be compared to the demand projections developed as part of the 2014 Process Optimization Evaluations for the Canal and Lake Murray Water Treatment Plants. Observations and recommendations will be provided addressing the timing and priority of current capacity driven Capital Improvement Program projects.
- Review of Water Quality and Current / Pending Regulatory Issues – Engineer will review the previous year's water quality data and provide comments on compliance status with

current and future or potential regulatory requirements. The current Capital Improvement Program project will be reviewed with respect to regulatory or water quality driven projects and recommendations provided to reflect any necessary adjustments.

- Documentation - A Technical Memorandum will be developed to document the results of the review and evaluation of water production and water quality and regulatory issues. A review meeting will be held with City staff following submission of a draft Technical Memorandum. Comments will be incorporated into a final Technical Memorandum.

TASK 400 - OPERATOR TRAINING OF WATER TREATMENT PROCESS

Engineer will provide operator training for Columbia staff. Training will be held in one or two training sessions with the intended focus to present treatment plant and distribution system operators with information on water treatment techniques and distribution system operation.

TASK 500 – ADDITIONAL ON-CALL WATER QUALITY SERVICES

Engineer will provide additional water quality services on an on-call basis from the City. These services can include but are not limited to:

- Specific unit process assessment.
- Bench scale testing and analysis of results.
- Initial taste and odor evaluations.
- Develop dashboard of water treatment & distribution system key performance indicators (KPIs).
- Distribution system nitrification and corrosion control consulting.
- Electrical assessment of existing high service and raw water pump station switchgear at the Lake Murray WTP.
- On-call site inspection services.

DELIVERABLES

Deliverables for the project will include a draft Technical Memorandum and final Technical Memorandum documenting the results of the review and evaluation of water production and water quality and regulatory issues as part of Task 300.

SCHEDULE

Engineer proposes to perform the services as detailed in this Scope of Services per the schedule below.

- Meeting Attendance – Meetings will be attended monthly, from July 2020 through June 2021, typically held on the first Thursday of each month at the Canal Water Treatment Plant.
- Technical Memorandum – The draft Technical Memorandum will be developed and submitted in April of 2021 and be based on 2020 calendar year data. The review meeting will be held in May of 2021 and the final Technical Memorandum submitted in June of 2021.

ADDITIONAL SERVICES

Additional services are not in the scope of work for this Agreement. These services will be performed at City's request with compensation adjustments. Additional services that City might choose to add to the scope of services include, but are not limited to, the following items.

1. General:
 - a. Safety Assessments (Safety issues regarding the design of new facilities and equipment related to this Project are included in the scope of services and compensation for this Agreement).
 - b. Security Assessments.
 - c. Renderings or photo realistic drawings.
 - d. Supplemental engineering work required to meet the requirements of regulatory or funding agencies that become effective subsequent to the date of this agreement.
 - e. Preparation for litigation, arbitration, or other legal or administrative proceedings; and appearances in court or at arbitration sessions in connection with bid protests, change orders, or construction incidents.
2. Environmental Assessment:
 - a. Environmental assessment reports and/or environmental impact statements.
 - b. Cultural resources and/or archaeological study and reports.
 - c. Archaeological consultations regarding artifacts that may be uncovered during construction.
3. Testing:
 - a. Observing factory tests and/or field retesting of equipment that fails to pass the initial test.
4. Hazardous Environmental Conditions:
 - a. Remedial investigation/feasibility study or Phase I environmental site assessment to determine the quantity and location of contamination.
 - b. Conduct asbestos or lead based paint abatement or other hazardous material abatement of existing facilities.
5. Conducting pilot plant studies and tests.

CITY RESPONSIBILITIES

The City will furnish, as required by the work and not at the expense of the Engineer, the following items:

1. All maps, drawings, reports, records, audits, annual reports, and other data that are available in the files of the City and which may be useful in the work involved under this Agreement.

2. Access to public and private property when required in performance of the Engineer's services.
3. Manage the performance of other consultants under direct contract to City necessary for the Project. (Coordination and sharing of information with other consultants for the purpose of related Project issues is included in this scope of services and compensation).
4. Notwithstanding anything to the contrary contained herein, City assumes sole responsibility and waives all rights and claims against Engineer for all loss of or damage to property owned by or in the custody of City and any items at the jobsite or in transit thereto (including, but not limited to, construction work in progress), whether such loss or damage results from tortious or non-tortious causes. (Engineer shall be held responsible for repair/replacement of any loss of or damage to property, structure, equipment, etc., specifically caused by the Engineer or a subcontractor of the Engineer).

Exhibit -B

ID	Task Name	Duration	Start	Finish																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																	</
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Project: WM4263-21 Columbia W	Task	Manual Task	Start-only	Deadline
Date: 6/10/20	Split	Duration-only	Finish-only	Progress
	Milestone	Manual Summary Rollup	External Tasks	Manual Progress
	Summary	Inactive Milestone	External Milestone	

EXHIBIT C
COMPENSATION
BLACK & VEATCH CORPORATION
WATER QUALITY CONSULTING FOR FISCAL YEAR 2020-2021 (WM4263)

For the services outlined in this Contract, the City agrees to pay the Engineer as follows:

- A. Compensation shall be based on the attached hourly rate schedule, plus subcontractor billings times 1.05 and reimbursable expenses times 1.0, with a total amount not to exceed seventy-five thousand dollars (\$75,000.00).
- B. Reimbursable expenses shall include such items as telephone, fax, computers, reproduction, postage, mileage, equipment, and supplies. Work shall begin upon written notification by the City to proceed.
- C. For supplemental services, a lump sum amount, or based on the attached hourly rate schedule, plus reimbursable expenses times 1.10, except airfare and travel expenses, which will be billed at cost; plus subcontract billings times 1.05. Reimbursable expenses shall include such items as telephone, fax, computers, reproduction, postage, mileage, equipment, and supplies.
- D. Each item of supplemental services shall be established and approved in writing before the work is started. The amount billed for each item of supplemental services shall not exceed the amount established and approved for it without further authorization from the City. Additional amounts for supplemental services may be authorized, if necessary, as the work progresses.
- E. Monthly payments shall be made to the Engineer by the City based on the Engineer's statement. For payroll multiplier items, the statement shall be itemized to indicate the amount of work performed and the associated reimbursable expenses and subcontract costs. The entire amount of each statement shall be due and payable upon receipt by the City.

Hourly Billing Rate Schedule	
Category of Personnel	Billing Rate
Principal	\$280
Client Director	\$265
Senior Project Manager	\$240
Project Manager	\$210
Senior Engineering Manager	\$210
Engineering Manager	\$180
Civil Engineer III	\$150
Civil Engineer II	\$135
Civil Engineer I	\$110
Senior Process Engineer	\$235
Process Engineer II	\$180
Process Engineer I	\$150
Senior Discipline Engineer	\$180
BIM Coordinator	\$150
BIM Technician II	\$135
BIM Technician I	\$120
Construction Manager	\$190
Resident Engineer II	\$165
Resident Engineer I	\$140
Senior Administrative Assistant	\$115
Administrative Assistant II	\$95
Administrative Assistant I	\$80
Intern or Co-op	\$80

The above listed hourly billing rates are valid for the period of July 1, 2020 through June 30, 2021.

EXHIBIT D - Business Information Record for Subconsultants/Subcontractors

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

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

Business Name (as shown on W9 or SAM.gov) / DUNS # & CAGE # (If Applicable)	City of Columbia Vendor number	Services and/or Materials Provided	Cost of Services and/or Material (\$ Value)	Percentage of Total Contract	MBE, WBE, SBE, DBE, LBE, CDBE (indicate all that apply)	Minority Association Code (If applicable - Use 2 letter Code – See Key Below)
Howard Engineering, Inc. 1615 Wayne St. Ste 2749 Columbia, SC 29201 DUNS - 961613825 CAGE – 7NMRO	V01110	Electrical & I&C Design Engineering Services, Construction Management	\$7,500.00	10%	MBE	FB
(via Howard Engineering, inc) Aquarius Engineering, LLC 77 South High Street, Bridgton, ME 04009 DUNS – 079495443	None	Water Treatment Staff Training, Review water quality data, quality control of update report	\$7,500.00	10%	WBE	FB
				%		
				%		

Key: Minority/Women Owned Business Enterprise Association Code

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

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

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

COMBINED TOTAL SUB AMOUNT: \$15,000.00

TOTAL CONTRACT AMOUNT: \$75,000.00

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

Business Name: **Black & Veatch Corporation**

Representative Name/Title: **William J. Wells P.E., Associate Vice President**

Date: **8/14/2020**

Attachment: inal.Agreement.WM4263WaterConsultingFY20-21.BlackVeatch (6270 : WM4263 Water Quality Consulting for Fiscal Year 2020-2021)

Business Information for Subconsultants/Subcontractors- Continued

List information for each Subcontractor or Subconsultant below.

1) Subcontractors Company information (Primary/Main office location)

Howard Engineering

Company Name

1615 Wayne St. Ste 2749 Columbia, SC 29201

Physical Address

1615 Wayne St. Ste 2749

Mailing Address

Columbia, SC 29201

City/State Zip Code + 4

(864) 836-0440

Phone number

(864) 836-0450

Fax number

Amy Howard, P.E.

Primary Contact Name

Secondary Contact Name

ahoward@howardengineeringinc.com

Primary Contact Email Address

Secondary Contact Email Address

57-1038251

Federal ID #

V01110

Vendor #

2) Subcontractors Company information (Primary/Main office location)

Aquarius Engineering, LLC

Company Name

77 South High Street, Bridgton, ME 04009

Physical Address

77 South High Street

Mailing Address

Bridgton, ME 04009

City/State Zip Code + 4

(207) 803-8514

Phone number

Fax number

Catherine DiPietro

Primary Contact Name

Secondary Contact Name

dipietrocs@gmx.com

Primary Contact Email Address

Secondary Contact Email Address

47-0973794

Federal ID #

Vendor #



CITY OF COLUMBIA

Office of Business Opportunities
Compliance Division
P.O. Box 147 | Columbia, South Carolina 29217
Phone: 803-545-3049 Fax: 803-545-4130

MENTOR PROTÉGÉ PROGRAM Implementation Plan

Date: 8/14/2020

Project Number: WM4263

Mentor: Black & Veatch

Project Name: Water Quality Consulting for Fiscal Year 2020-2021

Protégé: Howard Engineering, Inc.

Duration of the Project: 12 Months

Project Contract Amount: \$75,000

Protégé Amount: \$15,000

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

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

A formal subconsultant agreement will be signed between Black & Veatch and Howard Engineering Inc. (HEI) clearly defining the scope of work HEI is to provide including the contract amount and schedule. HEI's role in the project will be to provide on-call services with potential tasks including but not limited to: vulnerability assessment of electrical gear, on-call inspection services, and water quality training through a subcontract. A design kickoff meeting will be scheduled to discuss HEI's scope and integration into the overall project scope and schedule.

2. How will the specific, quantitative goals in the Annual Business Plan and MPP Agreement be implemented via the work on the project? *Address general goals here and specific goals in question 9.*

The project includes an opportunity for the protégé to have a roll in project management with the addition of a subcontractor and a roll in the technical aspects of water treatment. Both areas are identified as general goals for growth.

3. How will the team focus on developing protégé's business and implementing the actions necessary to obtain results reflected in the Mentor-Protégé Agreement? *Identify milestones, thresholds, or other indicators team that would indicate success is being achieved.*

A schedule of deliverables will be established and agreed on by the M-P team. Milestones dates will be assigned to each deliverable. Success will be achieved if quality deliverables are made on-time.

4. Proposed manpower and resources from both the Mentor and the Protégé is required for the project. *Address key personnel, equipment/materials, and insurance/bonding. Address special*
Page 1 of 5 | Form 709 | Implementation Plan | rev. April 20, 2015



CITY OF COLUMBIA

Office of Business Opportunities
Compliance Division
P.O. Box 147 | Columbia, South Carolina 29217
Phone: 803-545-3049 Fax: 803-545-4130

arrangements where applicable.

Key personnel include Don Franklin (Project Manager). B&V currently has the equipment, materials, and insurance to perform the project.

Protégé: Key personnel includes Amy Howard, Principal & Electrical Engineer. HEI currently has the equipment, materials, and insurance to perform the project.

Subcontractors: Aquarius Engineering (via protégé)

Special Arrangements: None required.

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

Description of Mentor's responsibilities:

Participate and attend the City's monthly Water Quality Committee meetings, provide water production process optimization evaluation recommendations, provide operator training for the water treatment process, and provide any additional water quality services on an on-call basis.

Description of Protégé's responsibilities on project:

Complete electrical vulnerability assessment, provide on-call inspection service, subcontract Aquarius Engineering for Dr. George Budd to provide water quality training.

Description of responsibilities that will be completed as a team:

Water Quality Training

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



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The project will last twelve (12) months from July 2020 through June 2021.

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

Engineer shall provide complete monthly progress reports and schedule updates. Final deliverables will be provided in accordance with scope of services agreed upon for this project.

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

Goals include: Participate and attend twelve (12) monthly Water Quality Committee meetings, provide a review of water production information and update of database, provide a review of water quality and current/pending regulatory issues, provide a technical memorandum to document the results of the review and evaluation of water production and water quality regulatory issues, and provide operator training for Columbia staff.

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

Mentor & Protégé will discuss progress each month.

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

Protégé will be paid on an hourly rate schedule based on work completed on a monthly basis.



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

Subcontractor's Name	Telephone	Address	Who will they report to?	Contract Amount	MPP, MBE, WBE, SBE	Percentage of Contract
Aquarius Engineering	(207) 803-8514	77 South High Street, Bridgton, ME 04009	Howard Engineering	\$7,500	WBE	10%

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

Protégé Contract Value: \$15,000

Percentage of Contract: 20%



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

MENTOR-PROTEGE IMPLEMENTATION PLAN SIGNATURE SHEET

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by their proper officials thereunto duly authorized as of the dates below indicated:

EXECUTED by Black & Veatch Corporation (Mentor Firm) this 15 day of August 2020.
Corporate SEAL

By: William J. Wells, P.E. *Wells*
Title: Associate Vice President

ATTEST:

By: Don Franklin *Don Franklin*
Title: Engineering Mngr

EXECUTED by N/A (Protégé Firm) this 14th day of August, 2020.
Corporate SEAL

By: Amy Howard, P.E. *Amy Howard*
Title: President

ATTEST:

By: Donald J. Howard *Don Howard*
Title: Secretary-Treasurer

RECOMMENDED FOR APPROVAL:

EXECUTED by the Office of Business Opportunities, Compliance Division on this 1 day of September, 2020.

By: Latonya B Germany
Title: Program Compliance Specialist

Exhibit F - Invoicing Procedure

1. The City's Project Manager or his/her designee must review all invoices prior to payment.
2. The Consultant's invoice must contain sufficient detail by task and resource and should be easily traceable to the work completed on the project schedule. Descriptions used in the project schedule should match those descriptions contained in the Consultant's invoice.
3. The work completed on the Consultant's project schedule must be the basis for full or a percentage payment for work completed on the Consultant's invoice.
4. The Consultant will not request payment for taxes on Professional Services, labor or installation fees.
5. The Consultant will not invoice, or request payment for any equipment or services that may be specified in this Agreement prior to the delivery of said equipment or performance of said services.
6. The Consultant shall adhere to an agreed-upon delivery schedule for equipment and/or services. This is to ensure that the City does not pay for the advanced delivery of equipment that was not approved for delivery and/or have to warehouse or make space for unanticipated equipment deliveries. Exceptions to this requirement must be approved by the City's designated Project Manager and Purchasing Agent in writing.
7. All invoices shall include a valid Purchase Order number on the bill. If an approved emergency purchase is required for any reason before a purchase order number is available, a copy of the emergency request for purchase should accompany the Consultant's invoice.
8. The Consultant shall name a representative that will be responsible for reviewing all invoicing concerns that the City may have regarding this project.
9. The Consultant shall submit receipts for all actual expenses.
10. Travel expenses including airfare and car rental shall be invoiced at cost, without markup and with approved documentation (Note: This section does not apply to travel within the Columbia region for work being performed for the Agreement. It pertains to approved travel to and from Columbia if necessary to fulfill the terms of the Agreement.). Travel expenses apply only if applicable and approved by the City.
11. Lodging shall be invoiced up to the per diem rate according to the General Services Administration (GSA) rates established at www.gsa.gov, based on the date of travel. Lodging expenses apply only if applicable and approved by the City.
12. Field documents and other equipment/supplies shall be invoiced at cost only, with no markup, and the invoice must be submitted with approved documentation (packing slip/vendor invoice).
13. Other required non-labor expenses that may be applicable to the project and pre-approved by the City's designated Project Manager shall be invoiced at cost only, with no markup, and the invoice must be submitted with approved documentation (packing slip/vendor invoice).
14. Each invoice/payment request shall identify the percentage and dollar amount that will be paid to the Subconsultant and/or vendor for work performed and materials/products furnished. If required, the Consultant shall submit supporting documentation as required by the designated point of contact to support the amount being invoiced.
15. The Consultant shall provide the names of the Subconsultants and/or vendors and a description of the work performed in the invoice/request for payment. The Consultant shall also provide a breakdown of the supplies and materials being billed by each Subconsultant and/or vendor and the dollar amount to be reimbursed by the City.

Black & Veatch Corporation
Water Quality Consulting for Fiscal Year 2020-2021-WM4263

Page 1 of 1

EXHIBIT G - PROMPT PAYMENT AFFIDAVIT

Consultant will place a check in the appropriate box below that applies to this payment request.

Re: Payment Request No. _____

I, _____ (Name), the _____ (Title - e.g., President, Vice President, etc.) of _____ ("Company"), do state the following with regard to payments made under Contract No. _____ ("Contract"):

1. ____ Subconsultant, at the first tier, both DBE and non-DBE, who completed work and were listed for payment on the prior Payment Request No. _____, were paid no later than twenty (20) calendar days after Company received payment from the City.
2. ____ Copies of invoices and cancelled checks for Subconsultant at the first tier who were paid under the prior payment request have been delivered or mailed to the Construction Management Division. In addition, Company has attached to the current Payment Request all lien waivers for prior subcontractor payments and any other documentation required by the City. (Failure to attach all required documentation to the Payment Request or forward cancelled checks and invoices to the City's Project Manager may cause the Payment Request to be rejected by City.)
3. ____ All retainage amounts withheld from any Subconsultant who satisfactorily completed its portion of the contract work, including punch list items, were paid to the Subconsultant(s) no later than fourteen (14) calendar days after it satisfactorily completed its work, whether or not City has paid said retainage amounts to Consultant. Attach a copy of the cancelled check evidencing payment of each retainage amount.
4. ____ There was no delay in or postponement of any payment owed to a Subconsultant, whether periodic payment or retainage amount, except for good cause and after receipt of prior written approval from the City's Project Manager.

Attach a copy of the written approval from the City of Columbia.

Company Name

Signature

Print Name

Date: _____

Subscribed and sworn to before me this ____ day of _____ 20____.

Notary Public



We Are Columbia

MEETING DATE: November 10, 2020

DEPARTMENT: Procurement and Contracts

FROM: *Sandra Wright, Purchasing Agent*

SUBJECT: Council is asked to approve the purchase of Valve, Controls, and Pump Replacement Parts, Services, Maintenance, and Repairs for the Lake Murray and Metro Wastewater Treatment Plants, as requested by Columbia Water. Award to Heyward-Charlotte, as a Sole Source in the amount of \$100,778.54. This vendor is located in Charlotte, NC.

REQUISITION NO.: R206406, R206796, R206992

FUNDING SOURCE & ORIGINAL BUDGET: Funding Source: Utilities Metro Wastewater Plant - Maintenance and Service Contract (5516208-638200) \$40,000.00; Utilities Lake Murray Wastewater Plant - Equipment Repair/Service Supply (5516207-631800) \$25,808.54; Utilities Metro Wastewater Plant - Small Hand Tools/Other Equipment (5516208-623100) \$55,000.00. The original budget amount is \$120,808.54.

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:

- Heyward-Charlotte Inc_Sole Source Agreement_R206406_R206992_R206796 (PDF)
- Heyward-Charlotte Inc_Sole Source Agreement (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 Heyward-Charlotte 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 One Hundred Thousand, Seven Hundred Seventy-Eight dollars and 54/100 (\$100,778.54) 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.

By: _____

Witness

CITY OF COLUMBIA, SOUTH CAROLINA

By: _____

Title: City Manager

Date: _____

By: Jeannie Standers

Witness

Heyward-Charlotte Inc.

By: [Signature]Title: PresidentDate: October 7, 2020

APPROVED AS TO FORM


 Legal Department City of Columbia, SC

10/12/20

Requisition # R206796, R206992, R206406

JUSTIFICATION FOR SOLE SOURCE PROCUREMENT

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

This Department proposes to procure for the LMWTP and WWTP Division,
(1)

Equipment/parts; replacement parts such as Rotork electric valve actuators and controls, VAG valve, Morris pumps, Seppex pumps, pump VFDs and control panels.

as well as service, repairs, inspections and maintenance (Labor) on-site and in the field by a certified technician.

as a sole source procurement from Heyward, Inc.

based upon the following justifications See attached memo

This sole source is valid through June 30, 2021 **Amount \$** 100,778.54

Utilities

Department

Signature of Department Head

09/30/2020

Date _____

Sandra A. Wright

Signature of Purchasing Agent

10/02/2020^{KSB}

Date _____

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

Signature of Finance Director

Date _____

Signature of Asst. City Manager

10/5/2020

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.

Jamie Miles
 Phone 803-960-3915
 Fax:
 Jameson.Miles@columbiasc.gov



8.a

Sales Quotation

Bill To
Columbia, City of PO Box 147 Columbia SC 29217 USA
Ship to
Lake Murray Water Treatment Plant/Columbia, SC 102 Rocky Point Drive Columbia SC 29212 USA

Information
Quotation Number 8089
Sales Quote Amt. 23,896.80
Customer Code C10175
Document Date 09/28/20
Valid Until 10/28/20

Item / Part #	Material/Description	Delivery	Qty	Unit Price	Ext. Amount
Replacement Actuator for: AQ860 SN B2995702003 AQ860-FA14-WT-115/1/60 WD QP10900 No Machining Details					
IQT2000	Rotork IQT Series Electric Actuator	10-12 Weeks	3	\$ 6,715.6	\$ 20,146.80
IQT2000 FA14 to be supplied per the existing AQ860-FA14 115-1-60 Units Open/Close Service Actuator shipped with blank drive bushing. Machining by others. Installation by others					
SERVICE_ITEM_HS	Onsite Startup Service Per Day/Per Tech		3	\$ 1,250	\$ 3,750.00

Attachment: Heyward-Charlotte Inc_Sole Source Agreement_R206406_R206992_R206796 (6268 : Heyward-Charlotte Sole Source Agreement)

Jamie Miles
Phone 803-960-3915
Fax:
Jameson.Miles@columbiasc.gov



Sales Quotation

Bill To
Columbia, City of PO Box 147 Columbia SC 29217 USA
Ship to
Lake Murray Water Treatment Plant/Columbia, SC 102 Rocky Point Drive Columbia SC 29212 USA

Information	
Quotation Number	8089
Sales Quote Amt.	23,896.80
Customer Code	C10175
Document Date	09/28/20
Valid Until	10/28/20

Item / Part #	Material/Description	Delivery	Qty	Unit Price	Ext. Amount

Prices do not include tax and are valid for a period of 30 days, after which time they are subject to review.

Freight will be FOB factory, prepaid and added to invoice. Terms are Net 30 days. Heyward Services' standard Terms and Conditions would apply. A signed purchase order must be received before an order can be entered. Credit Card orders (Visa, Mastercard, Discover) require quote to be signed and faxed to (704) 583-2900.

Sub Total \$ 23,896.80

We appreciate the opportunity to be of assistance. If the above quotation results in an order, please address it to:

Total Amount \$ 23,896.80

Heyward Services
2101-A Cambridge Beltway Drive
Charlotte, NC 28273

If we can be of further assistance, feel free to contact us.

Best regards,
Goldman, Penny
pgoldman@heyward.net
Heyward Services

Signature _____ Date _____



August 18, 2020

To: City of Columbia, SC

Attention: Michael Zeise

Reference: **CITY OF COLUMBIA PUMP STATIONS**
CONTROL PANEL & VFDS SERVICE CONTRACT– FY20/21
Heyward Services Proposal #CAT20200701-R1

Dear Mr. Zeise:

Heyward Services is pleased to offer the following proposal for an annual Service Contract for the Variable Frequency Drives and Control Panels located at the Broad River Pump Station, the Mill Creek Pump Station, and the North Columbia Pump Station. This proposal is for the 2020-2021 fiscal year beginning July 1, 2020. Specifically, we include the following:

Pump Control Panels & Variable Frequency Drives (VFDs) Annual Service

- Quarterly service visitations (4 visits per year, approximately every 90 days) for each of the three aforementioned pump stations for a period of one (1) year. Each visit is for a period of one (1) day, resulting in twelve (12) service days. Each visit is to include the following control panel and VFDs services:
 - Review of Pump Station Operation and Maintenance with City Staff as relates to VFDs and Control Panels.
 - Document Operation of ancillary equipment.
 - Record and Qualify Alarm History.
 - Change/Clean Filters. (Filters to be owner supplied.)
 - Verify Proper Torque on all Incoming and Outgoing Power Connections.
 - Verify Proper AC Operations on Variable Speed Drives.
 - Provide General Housekeeping of Control Panels.
 - Check Panels for hot spots with temperature gun.
- One (1) service visit per pump station, for troubleshooting assistance. Each visit is for a period of one (1) day, resulting in an amount of total service days offered of three (3) days.
- One (1) detailed report, which shall include all finding and recommendations, along with a quotation for any additional work required, will be provided after each of service visit.

Note: Pumps, Motors, Valves, Gates, Actuators, Grinders, Instrumentation, and any items not specifically referenced above are excluded under this proposal.

Note: Damage caused by abuse, or catastrophic events are excluded under this proposal.

Your net price for the above-described service is **\$18,750.00.**

While our offering includes service, we are not a subcontractor.

Please note that our pricing does not include any videotaping. If videotaping is required, it is to be by others. We only allow videotaping after a [waiver is signed](#), acknowledging that videotaping is not a replacement for thorough

knowledge of the Installation, Operation, and Maintenance Manuals. We must be furnished with a review copy of any videotape made of our personnel during start-up or operator training. In the event the Purchaser wishes to videotape the Heyward Services field service personnel for start-up and/or during field service, Purchaser expressly waives any claim against Heyward Services, for injury or damage caused by inaccuracies or errors in such videotape(s) and understands that such videotaping is done by Purchaser at its sole risk.

Please note that our pricing does not include the provision of any safety equipment required for Confined Space entry. It shall be the sole responsibility of the Purchaser to determine if the need for safety equipment exists and to make this equipment available (at no charge) to our personnel. Heyward Services field services personnel reserve the right to refuse entry into areas they determine to be classified as OSHA defined Confined Space without proper safety provisions or other areas (or situations) deemed unsafe in general.

Please note that our pricing does not include any sales, use, excise or similar tax, or any export, import, or other duties. Any such taxes or duties that are applicable to the sale shall be paid by the purchaser.

Please note that our pricing does not include any installation, wiring, painting, bolting, lubricants, or any other items not specifically referenced above.

Cancellation or suspension by the purchaser will only be accepted on terms indemnifying Heyward Services against loss.

Prices quoted are firm for 60 days from August 18, 2020. If we are not in receipt of a purchase order or letter of intent to purchase by the end of the firm price period, we reserve the right to modify the prices quoted.

Terms of payment – Net 30 Days.

All pricing is based on terms and conditions as stated herein. If other terms are requested, we reserve the right to adjust the prices quoted to suit the requirements of those modified terms, if they are acceptable. Any past due balances will be subject to a 1-1/2% per month interest charge.

A copy of Heyward Services' standard terms and conditions is [available electronically](#).

Should a purchase order result from this proposal, please address such order to:

HEYWARD SERVICES
2101-A CAMBRIDGE BELTWAY DRIVE
CHARLOTTE, NC 28273

If you have any questions concerning this proposal, please contact the writer at (704) 583-2305 or CTaylerson@Heyward.net.

Yours truly,

HEYWARD SERVICES, INC.



Chris Taylerson

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 Heyward-Charlotte 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 One Hundred Thousand, Seven Hundred Seventy-Eight dollars and 54/100 (\$100,778.54) 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.

By: _____

Witness

CITY OF COLUMBIA, SOUTH CAROLINA

By: _____

Title: City Manager

Date: _____

By: Jeanne Standers

Witness

Heyward-Charlotte Inc.

By: [Signature]Title: PresidentDate: October 7, 2020

APPROVED AS TO FORM


 Legal Department City of Columbia, SC

10/12/20

Requisition # R206796, R206992, R206406

JUSTIFICATION FOR SOLE SOURCE PROCUREMENT

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

This Department proposes to procure for the LMWTP and WWTP Division,
(1)

Equipment/parts; replacement parts such as Rotork electric valve actuators and controls, VAG valve, Morris pumps, Seppex pumps, pump VFDs and control panels.

as well as service, repairs, inspections and maintenance (Labor) on-site and in the field by a certified technician.

as a sole source procurement from Heyward, Inc.

based upon the following justifications See attached memo

This sole source is valid through June 30, 2021 **Amount \$** 100,778.54

Utilities

Department

Signature of Department Head

09/30/2020

Date _____

Sandra A. Wright

Signature of Purchasing Agent

10/02/2020^{KSB}

Date _____

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

Signature of Finance Director

Date _____

Signature of Asst. City Manager

10/5/2020

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.

Jamie Miles
 Phone 803-960-3915
 Fax:
 Jameson.Miles@columbiasc.gov



8.b

Sales Quotation

Bill To
Columbia, City of PO Box 147 Columbia SC 29217 USA
Ship to
Lake Murray Water Treatment Plant/Columbia, SC 102 Rocky Point Drive Columbia SC 29212 USA

Information	
Quotation Number	8089
Sales Quote Amt.	23,896.80
Customer Code	C10175
Document Date	09/28/20
Valid Until	10/28/20

Item / Part #	Material/Description	Delivery	Qty	Unit Price	Ext. Amount
Replacement Actuator for: AQ860 SN B2995702003 AQ860-FA14-WT-115/1/60 WD QP10900 No Machining Details					
IQT2000	Rotork IQT Series Electric Actuator	10-12 Weeks	3	\$ 6,715.6	\$ 20,146.80
IQT2000 FA14 to be supplied per the existing AQ860-FA14 115-1-60 Units Open/Close Service Actuator shipped with blank drive bushing. Machining by others. Installation by others					
SERVICE_ITEM_HS	Onsite Startup Service Per Day/Per Tech		3	\$ 1,250	\$ 3,750.00

Attachment: Heyward-Charlotte Inc_Sole Source Agreement (6268 : Heyward-Charlotte Sole Source Agreement)

Jamie Miles
Phone 803-960-3915
Fax:
Jameson.Miles@columbiasc.gov



Sales Quotation

Bill To
Columbia, City of PO Box 147 Columbia SC 29217 USA
Ship to
Lake Murray Water Treatment Plant/Columbia, SC 102 Rocky Point Drive Columbia SC 29212 USA

Information	
Quotation Number	8089
Sales Quote Amt.	23,896.80
Customer Code	C10175
Document Date	09/28/20
Valid Until	10/28/20

Item / Part #	Material/Description	Delivery	Qty	Unit Price	Ext. Amount

Prices do not include tax and are valid for a period of 30 days, after which time they are subject to review.

Freight will be FOB factory, prepaid and added to invoice. Terms are Net 30 days. Heyward Services' standard Terms and Conditions would apply. A signed purchase order must be received before an order can be entered. Credit Card orders (Visa, Mastercard, Discover) require quote to be signed and faxed to (704) 583-2900.

Sub Total \$ 23,896.80

We appreciate the opportunity to be of assistance. If the above quotation results in an order, please address it to:

Total Amount \$ 23,896.80

Heyward Services
2101-A Cambridge Beltway Drive
Charlotte, NC 28273

If we can be of further assistance, feel free to contact us.

Best regards,
Goldman, Penny
pgoldman@heyward.net
Heyward Services

Signature _____ Date _____

Attachment: Heyward-Charlotte Inc_Sole Source Agreement (6268 : Heyward-Charlotte Sole Source Agreement)



August 18, 2020

To: City of Columbia, SC

Attention: Michael Zeise

Reference: **CITY OF COLUMBIA PUMP STATIONS**
CONTROL PANEL & VFDS SERVICE CONTRACT– FY20/21
Heyward Services Proposal #CAT20200701-R1

Dear Mr. Zeise:

Heyward Services is pleased to offer the following proposal for an annual Service Contract for the Variable Frequency Drives and Control Panels located at the Broad River Pump Station, the Mill Creek Pump Station, and the North Columbia Pump Station. This proposal is for the 2020-2021 fiscal year beginning July 1, 2020. Specifically, we include the following:

Pump Control Panels & Variable Frequency Drives (VFDs) Annual Service

- Quarterly service visitations (4 visits per year, approximately every 90 days) for each of the three aforementioned pump stations for a period of one (1) year. Each visit is for a period of one (1) day, resulting in twelve (12) service days. Each visit is to include the following control panel and VFDs services:
 - Review of Pump Station Operation and Maintenance with City Staff as relates to VFDs and Control Panels.
 - Document Operation of ancillary equipment.
 - Record and Qualify Alarm History.
 - Change/Clean Filters. (Filters to be owner supplied.)
 - Verify Proper Torque on all Incoming and Outgoing Power Connections.
 - Verify Proper AC Operations on Variable Speed Drives.
 - Provide General Housekeeping of Control Panels.
 - Check Panels for hot spots with temperature gun.
- One (1) service visit per pump station, for troubleshooting assistance. Each visit is for a period of one (1) day, resulting in an amount of total service days offered of three (3) days.
- One (1) detailed report, which shall include all finding and recommendations, along with a quotation for any additional work required, will be provided after each of service visit.

Note: Pumps, Motors, Valves, Gates, Actuators, Grinders, Instrumentation, and any items not specifically referenced above are excluded under this proposal.

Note: Damage caused by abuse, or catastrophic events are excluded under this proposal.

Your net price for the above-described service is **\$18,750.00.**

While our offering includes service, we are not a subcontractor.

Please note that our pricing does not include any videotaping. If videotaping is required, it is to be by others. We only allow videotaping after a [waiver is signed](#), acknowledging that videotaping is not a replacement for thorough

knowledge of the Installation, Operation, and Maintenance Manuals. We must be furnished with a review copy of any videotape made of our personnel during start-up or operator training. In the event the Purchaser wishes to videotape the Heyward Services field service personnel for start-up and/or during field service, Purchaser expressly waives any claim against Heyward Services, for injury or damage caused by inaccuracies or errors in such videotape(s) and understands that such videotaping is done by Purchaser at its sole risk.

Please note that our pricing does not include the provision of any safety equipment required for Confined Space entry. It shall be the sole responsibility of the Purchaser to determine if the need for safety equipment exists and to make this equipment available (at no charge) to our personnel. Heyward Services field services personnel reserve the right to refuse entry into areas they determine to be classified as OSHA defined Confined Space without proper safety provisions or other areas (or situations) deemed unsafe in general.

Please note that our pricing does not include any sales, use, excise or similar tax, or any export, import, or other duties. Any such taxes or duties that are applicable to the sale shall be paid by the purchaser.

Please note that our pricing does not include any installation, wiring, painting, bolting, lubricants, or any other items not specifically referenced above.

Cancellation or suspension by the purchaser will only be accepted on terms indemnifying Heyward Services against loss.

Prices quoted are firm for 60 days from August 18, 2020. If we are not in receipt of a purchase order or letter of intent to purchase by the end of the firm price period, we reserve the right to modify the prices quoted.

Terms of payment – Net 30 Days.

All pricing is based on terms and conditions as stated herein. If other terms are requested, we reserve the right to adjust the prices quoted to suit the requirements of those modified terms, if they are acceptable. Any past due balances will be subject to a 1-1/2% per month interest charge.

A copy of Heyward Services' standard terms and conditions is [available electronically](#).

Should a purchase order result from this proposal, please address such order to:

HEYWARD SERVICES
2101-A CAMBRIDGE BELTWAY DRIVE
CHARLOTTE, NC 28273

If you have any questions concerning this proposal, please contact the writer at (704) 583-2305 or CTaylerson@Heyward.net.

Yours truly,

HEYWARD SERVICES, INC.



Chris Taylerson



We Are Columbia

MEETING DATE: November 10, 2020

DEPARTMENT: Procurement and Contracts

FROM: *Sandra Wright, Purchasing Agent*

SUBJECT: Council is asked to approve the purchase of Caterpillar Parts, Maintenance, Warranty and Extended Service Coverage for all CAT Branded Generators/Engines for the Metro Wastewater Treatment Plant, as requested by Columbia Water. Award to Blanchard Machinery, as a Sole Source in an amount not to exceed \$125,000.00. This vendor is located in West Columbia, SC.

REQUISITION NO.: R206393

FUNDING SOURCE & ORIGINAL BUDGET: Funding Source: Utilities Metro Wastewater Plant - Maintenance and Service Contract (5516208-632800); Equipment Repair/Service Supply (5516208-631800). The original budget amount is \$125,000.00.

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:

- Blanchard Machinery_10-19-2020_R206393 (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 Blanchard Machinery (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.
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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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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.

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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.

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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.

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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: Marcus S. J.

Witness

By: _____

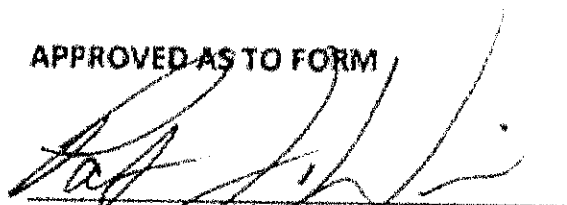
Title: City Manager

Date: _____

Blanchard Machinery

By: Rozier BlanchardTitle: V.P. Machine SalesDate: 11-2-20

APPROVED AS TO FORM



Legal Department City of Columbia, SC

10/27/20

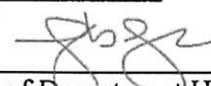
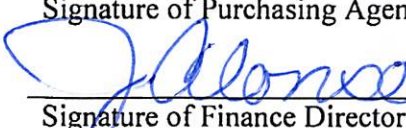
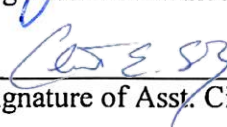
Exhibit A

Requisition # R206393JUSTIFICATION 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/Lake Murray Treatment Plant Division,
(1)
Caterpillar items, sales, services, parts, repair work, maintenance and Warranty and Extended Service
(2)
Coverage (ESC) services on all CAT/CAT Branded generators/engines, and UPS products
as a sole source procurement from Blanchard Machinery Company
(3)
based upon the following justifications Blanchard is the sole authorized factory Caterpillar representative
(4)
for SC. If we have someone outside of Blanchard work on our equipment it will void our warranties. The parts
that we purchase from Blanchard are for the PMs/repair work on the equipment we own. If this equipment
fails we could have a major sewer overflow into the river. This is an estimated amount
based on usage last year.

This sole source is valid through June 30, 2021 Amount \$ 125,000.00

Utilities		10.14.2020
Department	Signature of Department Head	Date
	<u>Sandra A Wright</u>	10/19/2020
	Signature of Purchasing Agent	Date
		10/23/2020
	Signature of Finance Director	Date
		10/23/2020
	Signature of Asst. City Manager	Date
	Signature of City Manager	Date

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

SIGN HERE

KSB

- 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: Blanchard Machinery_10-19-2020_R206393 (6287 : Blanchard Machinery Sole Source Agreement)



Sent via email: Ashley.Gallentine@columbiasc.gov

July 1, 2020

Columbia Water Wastewater Management
ATTN: Ashley Gallentine, Senior Material Control Clerk
P.O. Box 147
Columbia, SC 29217

Re: South Carolina Caterpillar Dealer – Blanchard Machinery Company

Dear Ashley:

Based on an email received on June 29, 2020, I am writing to provide background information about Caterpillar and its U.S. dealers. In the U.S., Caterpillar distributes its manufactured products and parts through regional dealerships, and each dealer's selling area is based on its geographical location.

In South Carolina, Caterpillar has one dealer, Blanchard Machinery Company. All new machines, equipment, and parts as well as services provided in South Carolina are sold through the Blanchard Machinery Company dealership. The price for each Caterpillar part will be the same at any Blanchard Machinery Company location throughout the state.

If you have any additional questions, please feel free to reach out to me.

Sincerely Yours,

Kimberly Gill Colón

Kimberly Gill Colón, General Counsel and Tax and Risk Manager
kcolon@blanchardmachinery.com

cc: Keith Lomas, Brian Smith

COLUMBIA • FLORENCE • GREENVILLE • HILTON HEAD • MYRTLE BEACH • ROCK HILL • SIMPSONVILLE • SPARTANBURG •
SUMMERVILLE • WALTERBORO

P.O. Box 7517 • Columbia, SC 29202 • 800.922.2790 • www.BlanchardMachinery.com

Attachment: Blanchard Machinery_10-19-2020_R206393 (6287 : Blanchard Machinery Sole Source Agreement)



We Are Columbia

MEETING DATE: November 10, 2020

DEPARTMENT: Procurement and Contracts

FROM: Sandra Wright, Purchasing Agent

SUBJECT: Council is asked to approve an Agreement for Project WM4547; Bitternut Booster Pump Station Improvements, as requested by Columbia Water. Award to AECOM Technical Services, Inc. in the amount of \$136,315.00. The firm is located in Columbia, SC.

REQUISITION NO.: R205488

FUNDING SOURCE & ORIGINAL BUDGET: Funding Source: Water and Sewer Capital Projects, Capital Project Costs (5529999-WM454702-658650). The original budget amount is \$136,315.00.

BUSINESS PROGRAM: Mentor Protege Program

CLEAN WATER 2020?: No

FOCUS AREAS: Innovative & High Quality Municipal Services

PURPOSE:

This is a Mentor Protégé Program Project. AECOM Technical Services, Inc. is the mentor and will provide design, construction administration, permitting, site survey, geotechnical services, and coordinate sub-consulting services at 75.63% (\$103,095.00) of the total contract amount. Atlantic South Consulting, a Minority Business Enterprise of Charleston, SC, is the protégé and will provide preliminary engineering design, quality reviews of all work, construction administration, and observation services at 24.37% (\$33,220.00) of the total contract amount.

There were (16) responses to solicitation RFQu001-19-20-JAG Major and Minor Water Distribution System and Water Treatment Plant Projects, Category II Minor Water Distribution System. Of the 16 responses, four were short listed.

The Office of the City Attorney has reviewed the Agreement and the ACM for Columbia Water and the Director of Engineering recommend its approval.

ATTACHMENTS:

- Final.Agreement.WM4547 - Bitternut Booster Pump Station Improvements (PDF)

- [LocationMap.WM4547BitternutPumpStationImprovements.AECOM](#) (PDF)

AECOM Technical Services, Inc.
Bitternut Booster Pump Station Improvements-WM4547



AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement is being awarded under procurement method RFQu001-19-20-JAG Major and Minor Water Distribution Systems and Water Treatment Plant Projects.

1. **PURPOSE** – This Agreement is entered into as of the date of the last signature affixed hereto, by and between the City of Columbia, South Carolina (hereinafter referred to as the "City") and AECOM Technical Services, Inc. (hereinafter referred to as the "Consultant"), to provide design and construction administration of improvements to the Bitternut Water Booster Pump Station for the City of Columbia.

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

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

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

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

AECOM Technical Services, Inc.
Bitternut Booster Pump Station Improvements-WM4547

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

The decision whether to extend the Agreement, upon written request, shall be the sole and exclusive discretion of the City and neither party shall be under any obligation to agree to an extension of the initial term or any additional term.

5. **SCHEDULE FOR COMPLETION OF SERVICES** – The Consultant shall complete any and all services performed under this Agreement within the timeframes as outlined in Exhibit A, attached hereto.
6. **COMPENSATION** – (See Exhibit A)
 - A. The total compensation to be paid by the City to the Consultant under this Agreement shall not exceed One Hundred Thirty-Six Thousand, Three Hundred Fifteen Dollars and 00/100 (\$136,315.00).
 - B. The Consultant shall submit invoices no more frequently than monthly for services rendered during each phase of the Project. Each invoice submitted must describe the services for which payment is requested, show payment calculations and specify the person(s) rendering such service(s). Consultant must invoice monthly regardless of work being completed during that period. If no work is completed, a zero balance invoice should be submitted. **Each invoice must also clearly identify any portion of the fee invoiced for subcontracted services, including any such services that are specified in the Summary of Proposed Subconsultants shown on Exhibit B hereto.** Each invoice shall bear the signature of the Consultant, whose signature shall certify that the information contained in the invoice is true and accurate and that the invoice amount is currently due and owing. The City will not pay interest or penalty on any past due amount.
 - C. Invoicing Procedure

Failure of the Consultant to follow these invoice requirements will result in the

AECOM Technical Services, Inc.
Bitternut Booster Pump Station Improvements-WM4547

delay of payment of the invoice.

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

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

AECOM Technical Services, Inc.
Bitternut Booster Pump Station Improvements-WM4547

date and amount of the last payment to such Subconsultant(s). That documentation must be provided with every payment request submitted to the City, except for the first payment request.

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

E. Affirmative Action Procurement and Contracting Goals:

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

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

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

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

AECOM Technical Services, Inc.
Bitternut Booster Pump Station Improvements-WM4547

contracting as it relates to meeting affirmative action objectives

F. Subcontracting Goals

Under this Agreement, the subcontracting goals are as follows:

SB Goals	<u>N/A</u>	%
MBE	<u>25.5</u>	%
WBE	<u>N/A</u>	%
LSA	<u>N/A</u>	%

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

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

The City of Columbia encourages, where economically feasible, establishment of mentor-protégé relationships to ensure contracting opportunities for all businesses, including minority / women / small business enterprises. The Mentor-Protégé Program (MPP) helps develop private sector business relationships and enhances the contracting capabilities of minority-owned business enterprises (MBE), women-owned business enterprises (WBE), and small business enterprises (SBE). In order to provide opportunities for growth and to encourage hands-on business relationships, certain capital improvement projects may be designated by the City of Columbia as Mentor-Protégé Program projects. The City of Columbia has determined that participation in the City's Mentor-Protégé Program is required for this project. The MPP goals for this requirement are 24%.

The Consultant must comply with Mentor-Protégé Program Guidelines. The Consultant agrees that the Mentor Protégé Program does not create any third-party beneficiary status or contractual rights and/or duties between the City and the Protégé and that the City is not a party to the Implementation Plan. The Consultant agrees that it has or will enter into a separate contractual Agreement with the Protégé to

AECOM Technical Services, Inc.
Bitternut Booster Pump Station Improvements-WM4547

which the City is not a party. The MPP Implementation Plan is attached hereto as Exhibit C.

8. INDEMNIFICATION & INSURANCE

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

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

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

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

AECOM Technical Services, Inc.
Bitternut Booster Pump Station Improvements-WM4547

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

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

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

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

The Consultant will also agree to promptly notify the City of any civil or criminal actions filed against the Consultant or of any notice of violation from any federal or state agency, or of any claim as soon as practical as relates to the services provided under this Agreement. The City, upon receipt of such notice,

AECOM Technical Services, Inc.
Bitternut Booster Pump Station Improvements-WM4547

shall have the right at its election to defend any and all actions or suits or to join in defense.

9. PERMITS & LICENSES

- A. The Consultant shall be responsible for obtaining any approvals, permits and/or licenses as may be required of the Consultant in performing the services required under this Agreement. The Consultant shall be responsible for any costs relating to same.
- B. The Consultant shall be responsible for identifying the necessity for and providing any applications and supporting documentation to the City for any approvals and/or permits required of the City in order for the Consultant to perform the services required under this Agreement. Such approvals and/or permits may include, but not be limited to, South Carolina Department of Health and Environmental Control (SCDHEC) Construction Permits, SCDHEC Stormwater Management for Construction Sites Permits, SCDHEC Water Resources Permits, Corps of Engineers Permits, City/County/ South Carolina Department of Health and Environmental Control (SCDOT) Encroachment Permits, encroachment permits for other utility rights-of-way and railroad right-of-way encroachment permits/agreements. The City shall obtain the approvals and/or permits identified by the Consultant and pay any costs relating to same.
- C. The Consultant shall answer questions and consult with the City and/or appropriate authorities as necessary to assist the City's efforts in obtaining required permits/approvals.
- D. The City of Columbia requires every person engaged or intending to engage in any calling, business, occupation or profession in whole or in part within the limits of the city to pay an annual license fee and obtain a business license as provided in the ordinance. Please contact the City of Columbia Business License Office with any questions at (803) 545-3345.

AECOM Technical Services, Inc.
Bitternut Booster Pump Station Improvements-WM4547

10. **DUTIES UPON TERMINATION** – At termination of this Agreement, the Consultant shall immediately provide the City with all records and data in any format the Consultant is capable of producing and at no cost to the City, which were generated, created or received by the Consultant in performance of the services required by this Agreement or as the City may deem necessary to perform the required services by the City or the Consultants successor. All records shall be free from any proprietary claims or interest. The Consultant agrees to fully cooperate with the City and any successor to ensure an effective transition to continuously provide the required services.
11. **INTEREST OF ENGINEER** – The Consultant covenants that Consultant presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement or which is adverse to the interests of the City. The Consultant further covenants that in the performance of this Agreement no person having such interest shall be employed.
- The Consultant is expected to make Consultants services available to other entities but agrees to refrain from representing other entities in matters where the position of the City conflicts with that of the other entity. The City may at its discretion, waive this provision. The Consultant has provided a list of all of its clients with whom there may be potential conflicts with the City. This list shall be supplemented throughout the duration of this Agreement.
12. **TERMINATION OF AGREEMENT** – The City may terminate this Agreement at any time upon any of the following grounds:
- A. Failure by the City to appropriate funds for the performance of any of the services required in this Agreement in any annual budget;
 - B. The Consultant fails to perform any of the services required in this Agreement and does not correct such deficiency within fifteen (15) days after being notified by the City of such deficiency;

AECOM Technical Services, Inc.
Bitternut Booster Pump Station Improvements-WM4547

- C. Force Majeure;
- D. The City, at its sole option and discretion, has the right to terminate this Agreement for any reason whatsoever. A termination for default under this Agreement, if wrongfully made, shall be treated as a termination for convenience under this clause;
- E. Upon expiration of the term of this Agreement; and
- F. By mutual agreement.

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

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

AECOM Technical Services, Inc.
Bitternut Booster Pump Station Improvements-WM4547

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

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

City of Columbia

Name: Office of Procurement and Contracts
Title: Purchasing Agent
Address: 1800 Main Street
Second Floor
Columbia, SC 29201
Phone: (803) 545-3470
Fax: (803) 758-1013
Email: procurement@columbiasc.gov

AECOM Technical Services, Inc,

Name: Craig Metts
Title: Project Manager
Address: 101 Research Court
Columbia, SC 29203
Phone: (803) 254-4400
Fax: (803) 771-6676
Email: craig.metts@aecom.com

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

- A. The services performed by the Consultant pursuant to this Agreement are required in whole or in part to satisfy the terms of the Consent Decree entered by the United States District Court for the District of South Carolina on May 21, 2014, in the case captioned *The United States of America and State of South Carolina by and through the Department of Health and Environmental Control v. City of Columbia*, Civil Action No. 3:13-2429-TLW (the "Consent Decree"), a copy of which has been provided to the Consultant by the City and is incorporated by reference herein. The Consultant shall perform the services pursuant to this Agreement in conformity with the terms of the Consent Decree as required by Paragraph 5 therein.
- B. In addition to the requirements above, the Consultant shall comply with the document retention requirements of Paragraph 68 of the Consent Decree which includes, but is not limited to, the obligation to preserve all non-identical copies of all documents, records, or other information (including documents,

AECOM Technical Services, Inc.
Bitternut Booster Pump Station Improvements-WM4547

- records, or other information in electronic form) in the Consultants possession or control that relate in any manner to the Consultants performance under this Agreement ("Preserved Documents"). Upon the Consultants performance of all services required under this Agreement, the Consultant shall provide the City with all Preserved Documents. In addition to the requirements above, the Consultant shall provide the City with all Preserved Documents upon termination of this Agreement.
- C. Upon the occurrence of a force majeure event as defined in Paragraph 55 of the Consent Decree, the Consultant shall provide notice to the City's Director of Utilities and Engineering in person, by phone, or by electronic mail within twenty-four (24) hours of when the Consultant first knew or should have known that the event might cause a delay. Within three (3) days thereafter, the Consultant shall provide written notice in accordance with Section XII above to include the following information: an explanation and description of the reasons for the delay; the anticipated duration of the delay; all actions taken or to be taken in an effort to prevent or minimize the delay; a schedule for implementation of any measures to be taken in an effort to prevent or mitigate the delay or the effect of the delay; and the Consultants rationale for attributing such delay to a force majeure event. The Consultant shall include with any notice all available documentation supporting the claim that the delay was attributable to a force majeure event.
- D. The Consultant shall reimburse the City the amount of any stipulated penalties imposed on the City pursuant to Paragraph 47 of the Consent Decree if the Consultant neglects, fails, or refuses to meet the deadlines set forth in Exhibit B attached hereto. The Consultant agrees that any failure to meet such deadlines will result in the City's failure to meet the deadlines set forth in the Consent Decree except in the event of force majeure notice by the Consultant that results in the extension of said deadline by the U.S. Environmental Protection Agency under the Consent Decree. The City reserves all other remedies available for the Consultants failure to perform pursuant to the Agreement.

AECOM Technical Services, Inc.
Bitternut Booster Pump Station Improvements-WM4547

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

17. MISCELLANEOUS

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

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

- D. In the event there are any disagreements between the City and the Consultant with regard to any of the requirements, specifications or interpretation of this Agreement, the Consultant agrees to defer to the reasonable interpretations of the City as, from time to time, may be made by the City. Ambiguities in the terms of this Agreement, if any, shall not be construed against the City.
- E. This Agreement shall be construed in accordance with the laws and City of Columbia Code of Ordinances and those of the State of South Carolina. The Consultant agrees to subject itself to the jurisdiction and venue of the courts of Richland or Lexington County, State of South Carolina as to all matters and disputes arising or to arise under this Agreement and the performance thereof. The City may seek attorney's fees and the Consultant agrees to pay such fees

AECOM Technical Services, Inc.
Bitternut Booster Pump Station Improvements-WM4547

as awarded by the Court or other body. No attorney's fees may be sought by, nor will be paid to, the Consultant.

- F. This Agreement represents the entire agreement between the City and the Consultant and supersedes all prior communications, negotiations, representations or agreements, either written or oral. The parties may amend this Agreement at any time provided that such Amendments are executed in writing, signed by a duly authorized representative of both organizations, and approved, where applicable, by the City's governing body.

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

- G. The failure of either the Consultant or the City to insist upon the strict performance of any provision of this Agreement shall not be deemed to be a waiver of the right to insist upon strict performance of such provision or of any other provision of this Agreement at any time. Partial payment by the City shall not be construed as a waiver. Waiver of any breach of this Agreement shall not constitute waiver of a subsequent breach.
- H. In the event any provision of this Agreement is determined to be void or unenforceable, all other provisions shall remain in full force and effect.
- I. This Agreement is subject to City Council approval.
- J. The Consultant acknowledges, for itself and its Subconsultants, that it is subject to the provisions of the 1991 Ethics Reform Act (8-13-100, et seq, South Carolina Code of Laws, 1976, as amended). Under this Act, "A person

AECOM Technical Services, Inc.
Bitternut Booster Pump Station Improvements-WM4547

may not, directly or indirectly, give, offer, or promise anything of value to a public official, public member, or public employee with intent to:

1. influence the discharge of a public official's, public member's, or public employee's official responsibilities;
2. influence a public official, public member, or public employee to commit, aid in committing, collude in, or allow fraud on a governmental entity; or,
3. induce a public official, public member, or public employee to perform or fail to perform an act in violation of the public official's, public member's, or public employee's official responsibilities.

"Anything of value" includes, but is not limited to, lodging, transportation, entertainment, food, meals, beverages, money, gifts, honorariums, discounts and interest-free loans.

- K. In carrying out the service, the Consultant shall not discriminate against any employee or applicant for employment because of that employee or applicant's age, sex, gender, gender identity or expression, sexual orientation, race, religion, creed, color, disability, national origin, veteran or military status, political affiliation, or any other characteristic protected by federal, state, or local laws ("protected characteristic"). The Consultant shall take affirmative steps to ensure equal employment opportunities for all applicants for employment, without regard to their protected characteristics. For the purpose of this Non-Discrimination in Contracting Policy, the term "sex" includes medical needs and / or lactation needs arising from pregnancy, childbirth, or related medical conditions pursuant to the South Carolina Pregnancy Accommodations Act, 2018 S.C. Act No. 244. This Non-Discrimination in Contracting Policy extends to all aspects of the Consultant's operations, including, but not limited to the Consultant's employment practices (including

AECOM Technical Services, Inc.
Bitternut Booster Pump Station Improvements-WM4547

- selection, hiring, assignment, re-assignment, training, promotion, transfer, compensation, layoff, leave of absence, return from layoff or leave of absence, discipline, and termination); selection of volunteers and vendors, and provision of services. The Consultant shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the government setting forth the provisions of this Non-Discrimination in Contracting Policy. The Consultant shall incorporate the provisions of this Non-Discrimination in Contracting Policy in all subcontracts for service work.
- L. This Agreement shall be binding upon the respondent and upon its successors and assignees. This Agreement shall be binding upon the City in accordance with its terms and provisions.
- M. All of the reports, information, data, records or documents of any kind, prepared or assembled by the Consultant under this Agreement are matters of public record, but that the Consultant agrees that they shall only be made available to any individual or organization by the City and the Consultant shall not make them available to any individual or organization without the prior written approval of the City.
- N. Every exhibit, schedule and appendix attached to this Agreement and referred to herein is hereby incorporated into this Agreement by reference unless this Agreement expressly provides otherwise. This Agreement, exhibits and other documents include, but are not limited to the Conflict of Interest Statement, Non-collusion Affidavit, Local Business Enterprise, and Mentor Protégé Implementation forms are incorporated by reference in this Agreement and set forth the entire understanding between the parties hereto regarding the subject matter hereof.

AECOM Technical Services, Inc.
Bitternut Booster Pump Station Improvements-WM4547

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

CITY OF COLUMBIA, SOUTH CAROLINA

Witness

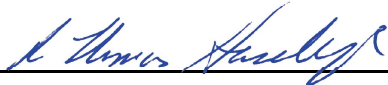
Teresa Wilson, City Manager

Date: _____

AECOM Technical Services, Inc.

R. Thomas Haselden, Jr., VP

Print: Name/Title



Signature

Date: 10/12/2020

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APPROVED AS TO FORM


Legal Department City of Columbia, SC
10/8/20

AECOM Technical Services, Inc.
Bitternut Booster Pump Station Improvements-WM4547

List of Exhibits

Exhibit A – Scope of Services/Schedule/Compensation

Exhibit B – Business Information Record for Subconsultants/Subcontractors

Exhibit C – Mentor Protégé Program Implementation Program

(Intentionally Blank)

July 6, 2020

Mr. Jason Shaw
City of Columbia, Water Engineer
PO Box 147
Columbia, SC 29217

RE: City of Columbia
Bitternut Booster Pump Station Improvements
City of Columbia Project No. WM4547
Proposed Scope of Services

Dear Jason:

The City of Columbia (Client) has requested that AECOM (Consultant) submit a proposal for engineering services to address the following modifications to the Bitternut Booster Pump Station:

1. Replacement of existing perimeter fencing.
2. Replacement of existing masonry wall around pumps.
3. Replacement of existing pumps and motors.
4. Replacement of existing piping and valves.
5. Replacement of existing electrical equipment.

The following is the proposed scope of services to address the items listed above. The Consultant will work closely with the Client's staff to address specific issues related to the proposed project. Per the Client's request, the Consultant will also be participating in the City of Columbia's Mentor Protégé Program as part of this project.

A. SCOPE OF SERVICES

1. The Consultant will provide plans and specifications for improvements to the City of Columbia Bitternut Booster Pump Station. Following are a list of items to be performed as a part of this project:
 - a. Perform a site survey of the existing pump station site based on the South Carolina State Plane System (NAVD 83) and topographic information tied to mean sea level (NAVD 88) datum.
 - b. Comply with applicable Richland County setback and offset requirements for new fencing.
 - c. Confirm proposed site improvements are located outside of existing rights-of-way and easements.
 - d. Identify the necessary permits and approvals for construction of the proposed project improvements. Prepare necessary application packages for submittal to the specific entities for approval. Coordinate with the Client for submittal of these packages. Permits anticipated include: SCDHEC construction permit, SCDHEC NOI, and Richland County stormwater approval.
 - e. Attend one (1) preliminary review meeting with Richland County Department of Planning and Development prior to the submittal of the land disturbance permitting package.
 - f. Coordinate sub-consulting services for structural design, construction observation and administration services.

- g. Provide geotechnical services for compaction verification during construction.
- h. Develop an estimate of probable construction cost.
- i. Submit the original construction documents to the Client for reproduction and bid distribution. Submittal to include one (1) set of sealed plans, one set of unbound specifications, estimation of probable construction costs and one copy of pdf sealed plans and specifications.

B. MENTOR-PROTÉGÉ PROGRAM ADMINISTRATION

1. The Consultant and Atlantic South will provide the following in compliance with the City of Columbia's Mentor-Protégé Program:
 - a. The Consultant will develop and negotiate a Mentor-Protégé Agreement with Atlantic South.
 - b. The Consultant and Atlantic South will jointly develop a Mentor-Protégé Business Plan per the "City of Columbia Mentor-Protégé Program Guidelines".
 - c. The Mentor-Protégé Project Scope and Mentor-Protégé Business and Implementation Plans will be presented to the City of Columbia for approval.
 - d. Schedule and attend all quarterly developmental meetings.
 - e. Comply with deadlines for furnishing information required under the Mentor-Protégé Program.
 - f. Document and maintain copies of communications between the Mentor and the Protégé.
 - g. Prepare and submit a monthly report form to the City of Columbia's Office of Business Opportunities.

C. PREPARATION OF PLANS AND SPECIFICATIONS

1. Upon notification by the Client to proceed, Consultant will begin preparation of construction plans and specifications for the items proposed for construction in the Scope of Services. In preparing the plans and specifications, the Consultant will perform professional services as hereinafter provided which are normal civil, sanitary, electrical, mechanical and structural engineering services and other normal services incidental thereto. Atlantic South will assist in the preparation of plans and specifications.
2. Consultant will provide the Client copies of plans and specifications for the Project for review and approval at approximately the 60% and 90% completion milestones. Consultant will meet with the Client during these milestones to discuss the project and obtain input from the Client. Following the review, Consultant will make revisions as requested by the Client.
3. Upon approval by the Client of the 90% completion documents, Consultant will submit copies of the Project plans and specifications for final review and approval by SCDHEC; work with SCDHEC and assist the Client in efforts to obtain the necessary permits and/or approvals; furnish SCDHEC with the required number of copies of plans and specifications needed for review and approval.
4. Upon approval by the Client, plans and specifications and any permits obtained will be submitted to the Client for production and distribution during the bidding process. The necessary permits to be obtained to complete the project will be identified during the preliminary design phase of the project and forwarded to the Client.
5. Submit an opinion of the probable cost for the Project including construction costs, contingencies and other related items. Since Consultant has no control over the cost of labor, materials, equipment, or the Contractors' methods of determining price or competitive bidding, we cannot and do not guarantee that proposals, bids, or the project construction cost will not vary from the opinion of the probable cost of the Project.

6. The Client will pay for all permit and approval fees. Anticipated permits and approvals needed are listed under Scope of Services.

D. BIDDING AND AWARD OF CONSTRUCTION CONTRACT

1. Consultant and Atlantic South will assist the Client during the bidding phase of the Project by providing various office management services as follows:
 - a. Answer questions of contractors, subcontractors, equipment suppliers, etc., and issue addenda to the plans and specifications as appropriate. Fee is based on a 30-day bid period from date of advertisement to date of bid opening.
 - b. Work with Client staff to schedule and assist with the pre-bid conference. Atlantic South will participate in the pre-bid conference.
 - c. Attend a bid opening and assist the Client in opening and reading bids.
 - d. Review bids received and prepare a recommendation of award to present to the Client.
 - e. Review apparent and second low contractor's bid documentation and request and review their qualifications if required.

E. CONSTRUCTION ADMINISTRATION AND OBSERVATION SERVICES

1. Consultant and Atlantic South will assist the Client during the construction stages of the Project by providing various office management services as follows:
 - a. Assist the City of Columbia with scheduling and help conduct a pre-construction meeting.
 - b. Review shop drawings, material and equipment submittals provided by the contractor for the Project.
 - c. Address contractor requests for information during the construction period.
 - d. If a construction change order is required, prepare, approve and submit proposed change order requests to the Client for approval.
 - e. Review the contractor's periodic requests for payment and make recommendations to the Client concerning payments to the contractor. Consultant cannot be responsible for recommending partial payment for defective work that may not be evident until the end of the project.
2. Provide for construction quality assurance testing on behalf of the Client.
3. Consultant will be responsible for construction progress meetings, including establishing a schedule, preparing agendas and facilitating and preparing minutes. Meetings will be held for the projects on the same day of the month to the extent possible. Meetings will be attended by a Senior Project Manager from the Consultant.
4. Construction Observation: Construction of this Project is considered complex. A significant amount of engineering time will be required during construction to ensure compliance with the construction documents, to address unknown issues that will be discovered during construction and to facilitate maintaining functionality of the pump station. Consultant recommends the following minimum time for construction services for this project. This time is allocated for the entire estimated construction period.
 - a. Project (9 Month Construction Contract)
 - 1) Project Manager 8 hours/month.
 - 2) Project Engineer 16 hours/month.
 - 3) Atlantic South Site Manager 8 hours/month
 - 4) Atlantic South Project Manager 1 hour/month.
5. Post Construction Services (Project Close-Out Services):
 - a. Consultant will assist the Client with post construction services during the contractor's warranty period to evaluate warranty issues, notify contractor(s) of work required and observe completed warranty work.

- b. Consultant will prepare and furnish Record Drawings as developed from field records kept by the construction contractor within 90 days of the final pay request. The drawings will be presented in the form of prints and digital format on CD.
- c. Apply for a SCDHEC permit to operate.

F. ADDITIONAL SERVICES

- 1. In addition to the foregoing services, the following special services may be required:
 - a. Redesign done by the Consultant at the request of the Client after final review.
 - b. Services if project is re-advertised for bids for construction.
 - c. Preparation of plans and specifications for "Alternate" bid items at the Client's request.
 - d. Construction contract negotiations after bids are received.
 - e. If required, prepare permitting applications/packages such as flood plain, wetlands, railroad, South Carolina Department of Transportation, and any others not specifically designated as being secured in the scope of services.
 - f. The proposed fee for Construction Services is based on timeframe listed in Part E. Should the construction period extend beyond these timeframes, the Consultant will negotiate with the Client for additional services required to complete the contract.
 - g. Air permitting or any special permitting requirements other than those specifically listed in the Scope of Services.
 - h. Other assistance or services as requested by the Client and not specifically provided for in the Scope of Services herein.

G. COMPENSATION

- 1. The Client shall compensate the Consultant for his services provided under this Proposal in accordance with the following:
 - a. For services rendered for this Project for Items A., B., C. and D. (Scope of Services, Mentor Protégé Program Administration / Preparation of Plans and Specifications / Bidding and Award of Construction Contract) the compensation to the Consultant shall be a lump sum fee of \$83,015. This is based on projecting work required utilizing the Hourly Rate Schedule of Attachment A enclosed herewith.
 - b. For services rendered for this Project for Item E (Construction Administration and Observation Services) the compensation to the Consultant shall be on an hourly basis based on the Hourly Rate Schedule of Attachment A enclosed herewith and shall not exceed \$53,300.00 without prior approval of the Client.
- 2. The fees listed above include work with subconsultants. Proposed subconsultants and their projected fees are listed in Exhibit B – Subconsultant Firm Information Record enclosed herewith.
- 3. For services rendered under Additional Services - Item F, compensation to the Consultant shall be on an hourly rate basis in accordance with the Hourly Rate Schedule of Attachment A enclosed herewith.
- 4. The rates for Attachment A are adjusted every twelve months and the Client will be apprised of any changes prior to the Consultant performing any work under new rates.
- 5. Total estimated fees \$136,315.00.

H. PAYMENT SCHEDULE

- 1. Invoices for foregoing engineering services will be submitted monthly based on percentage of work completed at the time of billing for Scope of Services / Mentor Protégé Program Administration / Preparation of Plans and Specifications / Bidding and Award of Construction Contract).

2. Invoices for Construction Services will be based on actual work completed and will be billed on an hourly rate basis in accordance with Attachment A – Hourly Rate Schedule.

I. ENGINEERING SCHEDULE

1. The estimated schedule for services from the issuance of the Notice to Proceed by the Owner is:
 - a. Preparation of Plans and Specifications - 9 months.
 - b. Bidding and Award of the Construction Contract - 6 months.
 - c. Construction Administration and Observation Services - 9 months.

J. ADDITIONAL INCLUDED ITEMS

1. The following items are also included as part of this Scope of Services.
 - a. Exhibit C – City of Columbia Mentor Protégé Program Implementation Plan.
 - b. Attachment B – Project Location Map.

K. TERMS AND CONDITIONS

1. Neither Party shall be liable to the other Party for incidental, special, indirect or consequential damages.
2. Consultant's total liability for any loss or damage arising out of or in connection with the performance of services or any other cause, regardless of the legal theory under which such liability is imposed, shall not exceed the total compensation received by Engineer hereunder.
3. Opinions relating to inspection services may be based on limited data and that actual conditions may vary from those encountered at the times and locations where the data are obtained, despite the use of due professional care. Certifications, opinions, conclusions, or recommendations made by Engineer during the performance of services are statements of professional opinion and do not constitute a warranty or guarantee of any kind.

AECOM is prepared to begin work immediately upon receiving a Notice to Proceed. Once you have an opportunity to review this proposal, we will be glad to meet with you and discuss the scope. We look forward to hearing from you. Feel free to call me if you have any questions or if you need more information.

Very truly yours,
AECOM Technical Services, Inc.



V. Craig Metts, P.E.
Senior Project Manager



R. Thomas Haselden, Jr., PE, BCEE
Vice President

Enclosures

Attachment A
AECOM TECHNICAL SERVICES, INC.
HOURLY RATE SCHEDULE

Schedule 2020

Hourly Rate Schedule and Chargeable Expenses for Engineering Services Provided

Labor

	Rate per Hour
Department Head/Vice President	\$250.00
Senior Project Manager (M3)	\$215.00
Senior Environmental Scientist	\$175.00
Project Manager (M2)	\$190.00
Senior Project Engineer	\$160.00
Senior Environmental Health & Safety Manager	\$155.00
Project Manager (M1)	\$150.00
Project Engineer 2	\$130.00
Senior Design Associate	\$145.00
Senior Hydro Geologist	\$125.00
Environmental Scientist 2	\$125.00
Project Engineer 1	\$115.00
Senior Design Technician	\$110.00
Environmental Scientist 1	\$90.00
Engineering Associate	\$100.00
Project Administration	\$95.00
Project Representative	\$100.00
Design Technician	\$85.00
CADD	\$80.00
Administrative Services	\$70.00
Student Intern	\$65.00

Survey & GIS Services

Regional Survey Manager	\$185.00
Senior Survey Manager	\$155.00
Survey Manager	\$145.00
Survey Project Manager	\$125.00
Survey Technician	\$105.00
Survey Crew Chief	\$90.00
Survey Instrument Operator	\$60.00

Senior GIS Project Manager	\$160.00
GIS System Designer	\$160.00
GIS Project Manager	\$135.00
GIS Specialist IV	\$120.00
GIS Specialist III	\$110.00
GIS Specialist II	\$100.00
GIS Specialist I	\$85.00
GIS Technician III	\$80.00
GIS Technician I	\$65.00

Other

Chargeable expenses	Actual cost plus ten percent
Overtime	Hourly rate plus fifty percent
Courtroom and deposition appearances (to include preparation)	Hourly rate plus fifty percent

Effective Dates

January 1, 2020 to December 31, 2020

Note: Any revision or update in this hourly rate schedule shall be included in Agreements of which this page is part.

Business Information Record for Subconsultants/Subcontractors

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

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

Business Name (as shown on W9 or SAM.gov) / DUNS # & CAGE # (If Applicable)	City of Columbia Vendor number	Services and/or Materials Provided	Cost of Services and/or Material (\$ Value)	Percentage of Total Contract	MBE, WBE, SBE, DBE, LBE, CDBE (indicate all that apply)	Minority Association Code (If applicable - Use 2 letter Cod - See Key Below)
Atlantic South Consulting DUNS#145406737 CAGE#3TNP4	V013940	Assistance with design, permitting, quality review, construction admin and observation	\$33,220 (includes survey cost below)	24%	MBE, SBE, DBE, CDBE	BM
Chao & Associates, Inc. DUNS#189168735 CAGE#3HMY5	V001545	Surveying	\$2,000	1.5%	SBE, LBE	AM
				%		
				%		
				%		
				%		

Key: Minority/Women Owned Business Enterprise Association Code

AF – Asian American Female **AM** – Asian American Male **BF** – African American Female
BM – African American Male **FB** – Non-Minority Female Owned **HF** – Hispanic American Female
HM – Hispanic American Male **NF** – Native American Female **NM** – Native American Male

COMBINED TOTAL SUB AMOUNT \$ 33,220 _____
TOTAL CONTRACT AMOUNT: \$136,315

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

Business Name: AECOM Technical Services, Inc,

Representative Name/Title: R. Thomas Haselden, Jr., PE, BCEE

Date: July 8, 2020

Attachment: Final.Agreement.WM4547 - Bitternut Booster Pump Station Improvements (6265 : WM4547 Bitternut Booster Pump Station



CITY OF COLUMBIA

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

MENTOR PROTÉGÉ PROGRAM Implementation Plan

Date: July 6, 2020 Project Number: WM4547
Mentor: AECOM Technical Services, Inc. Project Name: Bitternut BPS Improvements
Protégé: Atlantic South, LLC Duration of the Project: 24 months
Project Contract Amount: \$136,315.00 Protégé Amount: \$33,220.00

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

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

Atlantic South will provide preliminary design services, quality reviews, participate in design meetings and will assist with construction administration and observation.

2. How will the specific, quantitative goals in the Annual Business Plan and MPP Agreement be implemented via the work on the project? *Address general goals here and specific goals in question 9.*

This will be the first project awarded to our team. This work will allow us to demonstrate our ability to successfully deliver work for the city and should open up additional opportunities.

3. How will the team focus on developing protégé's business and implementing the actions necessary to obtain results reflected in the Mentor-Protégé Agreement? *Identify milestones, thresholds, or other indicators team that would indicate success is being achieved.*

The protege will gain additional experience designing a water system booster pump station and assisting with construction oversight. Success will be determined based upon the final outcome of the completed project.



CITY OF COLUMBIA

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

4. Proposed manpower and resources from both the Mentor and the Protégé is required for the project. *Address key personnel, equipment/materials, and insurance/bonding. Address special arrangements where applicable.*

Mentor:

Craig Metts will be the project manager. No equipment or resources are required.

Protégé:

Adrian Williams will be the project manager. No equipment or resources are required.

Subcontractors:

N/A

Special Arrangements:

N/A

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

a. Description of Mentor's responsibilities:

Addressed in the Scope of Services proposal submitted for the work.

b. Description of Protégé's responsibilities on project:

Preliminary engineering design, quality reviews of all work, construction administration and observation

c. Description of responsibilities that will be completed as a team:

Design, project reviews, meetings, etc.

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

24 months for project from beginning to end. Protege will be involved in all phases.



CITY OF COLUMBIA

Department of Utilities and Engineering
Compliance Division
P.O. Box 147 | Columbia, South Carolina 29217
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7. How will the team comply with and maintain the focus on the requirements of the program for the duration of the project?

Regular team communication and collaboration.

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

Provide successful design and construction services to meet the city's desired schedule for completion of this project. Do so within the proposed engineering budget.

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

The team will coordinate to submit progress reports as required.

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

Protege will submit invoicing on an approximate monthly basis. Payments will be made in accordance with City requirements.



CITY OF COLUMBIA

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

Subcontractor's Name	Telephone	Address	Who will they report to?	Contract Amount	MPP, MBE, WBE, SBE	Percentage of Contract
Chao & Associates	803-772-8420	7 Clusters Ct. Columbia, SC	Atlantic South	\$2000	MBE	1.5%

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

Protégé Contract Value: \$33,220.00 _____
Percentage of Contract: 24% _____ (Minimum of 20% of total contract amount is required)



CITY OF COLUMBIA

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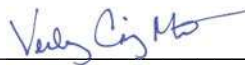
MENTOR-PROTEGE IMPLEMENTATION PLAN SIGNATURE SHEET

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by their proper officials thereunto duly authorized as of the dates below indicated:

EXECUTED by AECOM Tech Service (Mentor Firm) this 6th day of July, 2020.
Corporate SEAL

By: R. Thomas Haselden, Jr., PE, BCEE 
Title: Vice President

ATTEST:

By: V. Craig Metts, PE 
Title: Senior Project Manager

EXECUTED by Atlantic South, LLC (Protégé Firm) this 6th day of July, 2020.
Corporate SEAL

By: Adrian Williams 
Title: President

ATTEST:

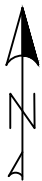
By: Tiffany Williams 
Title: Office Manager

RECOMMENDED FOR APPROVAL:

EXECUTED by the Department of Utilities & Engineering, Compliance Division on this ____ day of _____, 20____.

By: _____

Title: _____



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

LOCATION MAP - BITTERNUT BOOSTER PUMP STATION

DATE: JULY 2020

FIGURE 1

Packet Pg. 237



We Are Columbia

MEETING DATE: November 10, 2020

DEPARTMENT: Procurement and Contracts

FROM: Sandra Wright, Purchasing Agent

SUBJECT: Council is asked to approve contract amendments to modify the term of the Indefinite Delivery Contracts for Project DR4241; Water and Wastewater Flood Engineering Services, as requested by Columbia Water. The contract amounts for each firm is \$750,000.00. AECOM Technical Services and Black and Veatch Corporation are located in Columbia, SC.

REQUISITION NO.: P166835; P166836

FUNDING SOURCE & ORIGINAL BUDGET: Funding Source: FEMA Engineering Services/2015 October Flood Recovery (2539999-638400). The original budget amount for both contracts is \$750,000.00.

CLEAN WATER 2020?: No

FOCUS AREAS: Innovative & High Quality Municipal Services

PURPOSE:

The original total period of performance for the Indefinite Delivery Contract (IDC) was a base period of two years with an option to extend one additional 12 month period. The request is to modify the term for a base period of three years with the option to extend the contract for two 12-month option periods. The first of the two 12-month option periods in each contract is from September 1, 2020 - August 31, 2021.

The above referenced amendments are to request a change in Indefinite Delivery Contracts (IDC) for Engineering Services between the City of Columbia (City) and AECOM Technical Services, Incorporated (Engineer) and Black and Veatch Corporation (Engineer) to change the term language in each Contract to provide for a base period of three (3) years with the option to extend the Contract for two (2) 12-month option periods. The first of the two (2) 12-month option periods in each contract is from September 1, 2020 - August 31, 2021.

Background

The original base period of performance in both contracts was September 1, 2017 - August 31, 2019. The first option to extend the contracts was not executed for the period September 1, 2019 - August 31, 2020. This amendment is to change the term language in each contract to include a three (3) year base period to accommodate the first option period that was not executed for September 1, 2019 - August

31, 2020, and to include two (2) 12-month option periods. The first of the two (2) 12-month option periods in each contract is from September 1, 2020 - August 31, 2021.

ATTACHMENTS:

- AECOM DR4241 CA#2 - FOR CM SIGNATURE(PDF)
- Black and Veatch Corporation DR4241 FOR SIGNATURE (PDF)

DR4241 Water and Wastewater Flood Engineering Services
RFQ003-16-17-SL

AECOM Technical Services, Incorporated

October 23, 2020

Description of Change: Request change in Indefinite Delivery Contract (IDC) for Engineering Services between the City of Columbia (City) and AECOM Technical Services, Incorporated (Engineer) dated August 1, 2017 (Contract) to change the term language in the Contract to provide for a base period of three (3) years with the option to extend the Contract for two (2) 12-month option periods. The first of the two (2) 12-month option periods is from September 1, 2020 – August 31, 2021.

Background

The original base period of performance was September 1, 2017 – August 31, 2019. The first option to extend the contract was not executed for the period September 1, 2019 – August 31, 2020. This amendment is to change the term language in the contract to include a three (3) year base period to accommodate the first option period that was not executed for September 1, 2019 – August 31, 2020, and to include two (2) 12-month option periods. The first of the two (2) 12-month option periods is from September 1, 2020 – August 31, 2021.

The requested change in the term language in the Contract is in Section K Compensation – *Option to Extend Services* (Page 10) of the Contract.

- **(Original Term Language)**

Section K Compensation – Option to Extend Services:

The total period of performance for any Indefinite Delivery Contract (IDC) will be a base period of 2 years with an option to extend 1 additional 12-month period. The period of performance for the IDC shall be as specified within the terms and conditions and shall not exceed a period of two years without the approval from the Executive Management team.

- **(Requested Amendment)**

Section K Compensation – Option to Extend Services:

The total period of performance for any Indefinite Delivery Contract (IDC) will be a base period of three (3) years with the option to extend the contract for two (2) 12-month option periods.

The period of performance for the IDC shall not exceed a period of five years without the approval from the Executive Management team. Consideration will be given to extend the term of the Contract if the projects are under construction and nearing completion.

This amendment also deletes the term language in the Contract under Section CC. *Term of Contract* (Page 18 of the Contract), in its entirety.

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

Proposed Change and Basis for Payment:

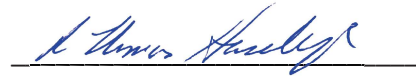
Original Contract Price (P166835):	\$500,000.00
Amendment #1 (P166835):	\$250,000.00
Current Contract Total:	\$750,000.00
This Contract Amendment #2 (Change in Contract Term P166835):	\$00.00
Revised Contract Price:	\$750,000.00

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

AECOM Technical Services, Incorporated

R. Thomas Haselden Jr., VP

Print Name



Signature

10/28/2020

Date

City of Columbia

Office of the City Manager

Teresa Wilson, City Manager

Signature

Date

Witness

APPROVED AS TO FORM



Legal Department City of Columbia, SC

10/27/20

DR4241 Water and Wastewater Flood Engineering Services
RFQ003-16-17-SL

Black and Veatch Corporation

October 23, 2020

Description of Change: Request change in Indefinite Delivery Contract (IDC) for Engineering Services between the City of Columbia (City) and Black and Veatch Corporation (Engineer) dated August 1, 2017 (Contract) to change the term language in the Contract to provide for a base period of three (3) years with the option to extend the Contract for two (2) 12-month option periods. The first of the two (2) 12-month option periods is from September 1, 2020 – August 31, 2021.

Background

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- **(Requested Amendment)**

Section K Compensation – Option to Extend Services:

The total period of performance for any Indefinite Delivery Contract (IDC) will be a base period of three (3) years with the option to extend the contract for two (2) 12-month option periods.

The period of performance for the IDC shall not exceed a period of five years without the approval from the Executive Management team. Consideration will be given to extend the term of the Contract if the projects are under construction and nearing completion.

This amendment also deletes the term language in the Contract under Section CC. *Term of Contract* (Page 18 of the Contract), in its entirety.

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

Proposed Change and Basis for Payment:

Original Contract Price (P166836):	\$500,000.00
Amendment #1 (P166836):	\$250,000.00
Current Contract Total:	\$750,000.00
This Contract Amendment #2 (Change in Contract Term P166836):	\$00.00
Revised Contract Price (Not Including Task Orders):	\$750,000.00

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

Black and Veatch Corporation

Print Name_____
Signature_____
Date**City of Columbia**

Office of the City Manager

Teresa Wilson, City Manager_____
Signature_____
Date_____
Witness

APPROVED AS TO FORM

Legal Department City of Columbia, SC

10/27/20



We Are Columbia

MEETING DATE: November 10, 2020

DEPARTMENT: Legal Department

FROM: *Shari Ardis, Legal Office Manager*

SUBJECT: Resolution No.: R-2020-094 Authorizing consumption of beer and wine only at Soda City Main Street Holiday Market within the Biergarten Area only on Friday, November 27, Saturday, November 28 and Sunday, November 29, 2020

FUNDING SOURCE & ORIGINAL BUDGET:

FOCUS AREAS: Attracting & Retaining Talent, Connecting Our Community, Economic Prosperity - Endless Possibilities, Empowering Our Residents, Planning Together

ATTACHMENTS:

- R-2020-094 Soda City Spring Holiday Market (Nov 27-29) (PDF)
- Main St. Soda City Market Safety Plan (PDF)

RESOLUTION NO.: R-2020-094

Authorizing consumption of beer and wine only at Soda City Main Street Holiday Market within the Biergarten Area only on Friday, November 27, Saturday, November 28 and Sunday, November 29, 2020

WHEREAS, Emile DeFelice ("Sponsor") is sponsoring the Soda City Main Street Holiday Market to be held in the 1300 block of Main Street between Lady Street and Washington Street, including the intersection of Lady Street and Main Street and Washington Street and Main Street; the 1400 block of Main Street including the intersection of Hampton Street and Main Street; the half block area of the eastern 1100 block of Hampton Street adjacent to Boyd Plaza to the entrance of the parking lot located behind 1441 Main Street to allow for ingress and egress to the parking lot; the half block area of the 1200 block of Hampton Street west of the entrance of the driveway to the Marriott; and the 1500 block of Main Street between Hampton Street and Taylor Street, excluding Boyd Plaza; from 2:00 p.m. until 10:00 p.m. on Friday, November 27, 2020, from 7:00 a.m. until 10:00 p.m. on Saturday, November 28, 2020 and from 10:00 a.m. until 6:00 p.m. on Sunday, November 29, 2020; and,

WHEREAS, Sponsor has requested permission to designate a contained Biergarten area to be located within the Market footprint in the intersection of Hampton Street and Main Street, the half block area of the 1100 block of Hampton Street east of the entrance of the parking lot located behind 1441 Main Street to allow for ingress and egress to the parking lot; the half block area of the 1200 block of Hampton Street west of the entrance of the driveway to the Marriott; and the southern end of the 1400 block of Main Street to the brick median, excluding Boyd Plaza and the sidewalks, and to allow for a twenty (20') foot emergency lane from 2:00 p.m. until 10:00 p.m. on Friday, November 27, 2020, from 7:00 a.m. until 10:00 p.m. on Saturday, November 28, 2020 and from 10:00 a.m. until 6:00 p.m. on Sunday, November 29, 2020; and,

WHEREAS, Sponsor has requested permission for the temporary closing and use of the designated Biergarten area located in the closed portions of the intersection of Hampton Street and Main Street, the half block area of the 1100 block of Hampton Street east of the entrance of the parking lot located behind 1441 Main Street to allow for ingress and egress to the parking lot; the half block area of the 1200 block of Hampton Street west of the entrance of the driveway to the Marriott; and the southern end of the 1400 block of Main Street to the brick median, excluding Boyd Plaza and the sidewalks, and to allow for a twenty (20') foot emergency lane, from 2:00 p.m. until 10:00 p.m. on Friday, November 27, 2020, from 7:00 a.m. until 10:00 p.m. on Saturday, November 28, 2020 and from 10:00 a.m. until 6:00 p.m. on Sunday, November 29, 2020; for an event to be held from 4:00 p.m. until 9:00 p.m. on Friday, November 27, 2020, from 9:00 a.m. until 9:00 p.m. on Saturday, November 28, 2020 and from 12:00 p.m. until 5:00 p.m. on Sunday, November 29, 2020; and for patrons to consume beer and wine beverages only during the event hours of 4:00 p.m. until 8:30 p.m. on Friday, November 27, 2020, from 9:00 a.m. until 8:30 p.m. on Saturday, November 28, 2020 and from 12:00 p.m. until 4:30 p.m. on Sunday, November 29, 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 2:00 p.m. until 10:00 p.m. on Friday, November 27, 2020, from 7:00 a.m. until 10:00 p.m. on Saturday, November 28, 2020 and from 10:00 a.m. until 6:00 p.m. on Sunday, November 29, 2020 of no less than six (6) 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 this ____ day of _____, 2020 that the sale of beer and wine beverages only is authorized within the designated Biergarten area only between the hours of 4:00 p.m. until 8:30 p.m. on Friday, November 27, 2020, from 9:00 a.m. until 8:30 p.m. on Saturday, November 28, 2020 and from 12:00 p.m. until 4:30 p.m. on Sunday, November 29, 2020; and,

BE IT FURTHER RESOLVED that all vendors be restricted to stationary location; and,

BE IT FURTHER RESOLVED that outdoor possession and consumption of beer and wine beverages, 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 possession and consumption of alcoholic liquors or alcoholic beverages other than beer and/or wine beverages within the event area is prohibited; and,

BE IT FURTHER RESOLVED that VIP tents or VIP areas for the possession and consumption of alcoholic liquors or alcoholic beverages, other than beer or wine beverages, within the event area are prohibited; and,

BE IT FURTHER RESOLVED that organizer is responsible or shall make arrangements for the cleanup of all trash and debris within the festival area and within the designated area of impact as shown on the attached drawing, and shall place same in the roll carts provided by the City. Any overflow of trash and debris shall be placed in garbage bags with the top securely closed and placed beside the City roll carts. The number of roll carts needed for the event shall be determined by organizer and the City Solid Waste Division prior to the event and placed throughout the event area to ensure that trash and debris are well contained. Roll carts and bagged trash and debris shall be returned to the collection point designated by the City in a timely manner. If the organizer has not opted to use City services to clean up the festival area and within the designated area of impact as shown on the attached drawing, any costs incurred by the City in removing loose trash and debris within the festival area and within the designated area of impact as shown on the attached drawing, which the organizer has failed to clean up, shall be billed to and paid by the organizer; and,

BE IT FURTHER RESOLVED that only pedestrian traffic will be allowed within the area. All other traffic, including, but not limited to, automobiles, trucks, motorcycles, mopeds, bicycles, skate boards, and horses, except police horses, is prohibited. Canines and felines are allowed, provided that current leash laws are observed as are set out in the 1998 Code of Ordinances of the City of Columbia, as amended. Coolers, glass bottles, breakable glasses and/or cups, large bags and backpacks shall be prohibited; and,

BE IT FURTHER RESOLVED that during the designated time and only within the designated Biergarten area located in the closed portions of the intersection of Hampton Street and Main Street, the half block area of the 1100 block of Hampton Street east of the entrance of the parking lot located behind 1441 Main Street to allow for ingress and egress to the parking lot; the half block area of the 1200 block of Hampton Street west of the entrance of the driveway to the Marriott; and the southern end of the 1400 block of Main Street to the brick median, excluding Boyd Plaza and the sidewalks, and to allow for a twenty (20') foot emergency lane, from 4:00 p.m. until 8:30 p.m. on Friday, November 27, 2020, from 9:00 a.m. until 8:30 p.m. on Saturday, November 28, 2020 and from 12:00 p.m. until 4:30 p.m. on Sunday, November 29, 2020, and with the exception of the parking areas, adjacent off-street parking areas and 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, only within the designated Biergarten area located in the closed portions of the intersection of Hampton Street and Main Street, the half block area of the 1100 block of Hampton Street east of the entrance of the parking lot located behind 1441 Main Street to allow for ingress and egress to the parking lot; the half block area of the 1200 block of Hampton Street west of the entrance of the driveway to the Marriott; and the southern end of the 1400 block of Main Street to the brick median, excluding Boyd Plaza and the sidewalks, and to allow for a twenty (20') foot

emergency lane, from 4:00 p.m. until 8:30 p.m. on Friday, November 27, 2020, from 9:00 a.m. until 8:30 p.m. on Saturday, November 28, 2020 and from 12:00 p.m. until 4:30 p.m. on Sunday, November 29, 2020, and with the exception of the parking areas, adjacent off-street parking areas 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 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 shall be permitted only in plastic cups, plastic or aluminum bottles or aluminum cans provided by vendors within the areas designated.

PROVIDED, FURTHER, that the event organizer shall provide the names and cell phone numbers of a least two contact persons who can receive complaints during the event, including any set up and breakdown times. The cell phones shall remain on at all times during the event and during any set up and breakdown time.

PROVIDED, FURTHER, that failure of the event organizer to strictly comply with the time frames and other requirements and responsibilities set forth in this resolution may result in a denial of subsequent requests to allow the event.

PROVIDED, HOWEVER, that no solicitation or transactions be made in violation of Sec. 14-32, 1998 Code of Ordinances of the City of Columbia, South Carolina.

BE IT FURTHER RESOLVED that should the organizer reschedule the event for another date beyond one (1) week from the date of the originally scheduled event, a request for a resolution of City Council approving the new date of the event shall be required.

Requested by:

Assistant City Manager Gentry

Mayor

Approved by:

City Manager

Approved as to form:

ATTEST:

T. A. Knox

City Attorney

City Clerk

Introduced:

Final Reading:

DATE OF REQUEST

12 OCT, 2020

REQUESTOR'S NAME/CONTACT
INFORMATION (E-MAIL/
PHONE #/FAX #)Emilio De Felice 803 917
0794
emilio@sodacitysc.com

EVENT NAME/PURPOSE (i.e., St. Patrick's/Charity Fund-raiser)

MAIN ST. HOLIDAY MARKET

DATE(S) OF EVENTS: (monthly can be on one request)

FRI NOV 27 4-9pm, SAT NOV 28 9am-9pm, SUN NOV 29
NOON-5PMRAIN CONTINGENCY DATE: (Rescheduling due to
inclement weather is allowed once within one week from
the date of the originally scheduled event upon 24 hours
written notice to the City, without a new request. The time
of event operation shall remain the same.)

N/A

LOCATION OF EVENT

(i.e., Amphitheater area
of Finlay Park; 1300 and 1400 blocks
of Main Street between Lady Street
and Hampton Street)1300, 1400, 1500 blocks of MAIN ST
+ HAMPTON + WASHINGTON INTERSECTIONSTREET(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)

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/TAKEN UP

11/27 2pm-10pm
11/28 7am-10pm
11/29 10am-6pm

HOURS OF EVENT

(i.e., 6:00 p.m. - 10:00 p.m.)*

11/27 4-9pm 11/28 9am-9pm 11/29 NOON-5PM

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.)*

N/A

Requests should be submitted by mail, e-mail or fax at least NINETY (90) days in advance of the event to allow for preparation and review of the Resolution and scheduling 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, ATTN: Shari Ardis, POB 667, Columbia, 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 (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 Latin Festival, St. Patrick's Festival, Vista Lights, Rocky Shoals Spider Lily Festival, etc.).

This form should not be used to request use of City property for private events (birthday, retirement, anniversary parties, etc.) nor for sidewalk sales or neighborhood block parties. Requests for private events at City parks should be made through the Parks and Recreation Department. Requests for sidewalk sales 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

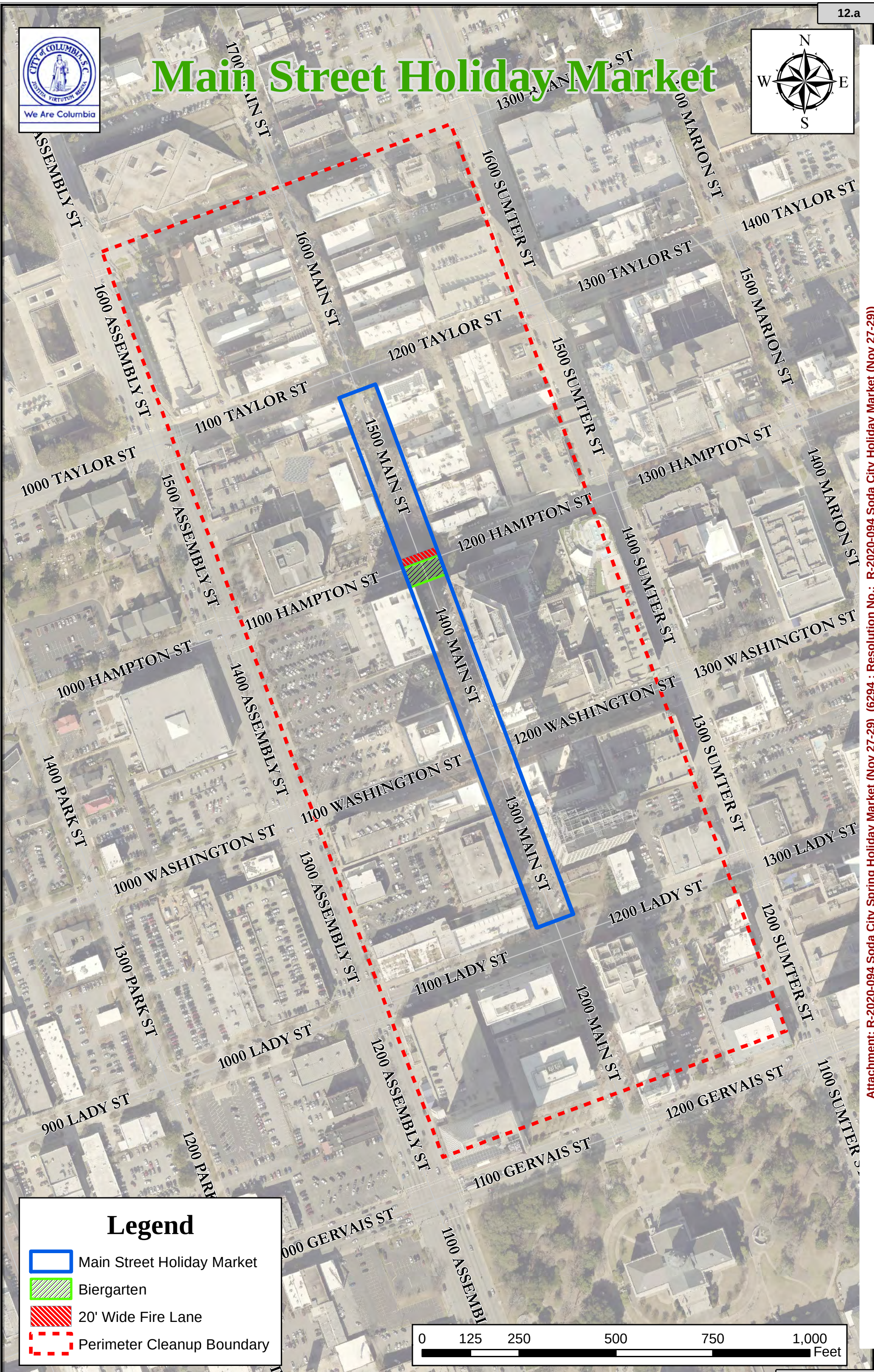
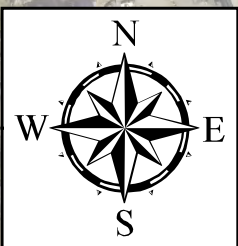
Police Department Special Events - Lieutenant Eric Murphy; 803-545-3514; eric.murphy@columbiasc.gov - parade permit, police

Police Department Community Services - Brenda Murphy; 803-545-3507; brenda.murphy@columbiasc.gov - street closing

DUE TO COVID-19 THERE ARE ADDITIONAL REQUIREMENTS AND PROCEDURES THAT MUST BE IN PLACE TO INSURE PUBLIC SAFETY. PLEASE PROVIDE YOUR APPROVED SC DEPARTMENT OF COMMERCE APPLICATION WITH YOUR SPECIAL EVENT REQUEST FORM.

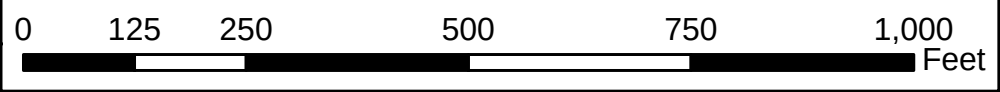


Main Street Holiday Market



Legend

-  Main Street Holiday Market
-  Biergarten
-  20' Wide Fire Lane
-  Perimeter Cleanup Boundary



Ardis, Shari L

From: Gentry, Missy A
Sent: Wednesday, October 21, 2020 6:43 PM
To: Emile DeFelice
Cc: Jenna Bridgers; Matt Kennell; Ardis, Shari L; Anderson, Robert A; Martin, Randy D; Murphy, Eric S; Adams, George N; Baldauf, Mary P (Mary Pat); Coleman, Ryan T; Hampton, Kathryn J (Kay); Shealy, Clint E
Subject: Re: [EXTERNAL] Fwd: Event Exception Request Response

Emile

Thanks for forwarding. I'm copying others involved with special events and/or the Holiday Market discussion so they will be aware the weekly Soda City market as well as the Soda City Holiday Market has applied and been approved by SC Commerce. Based on your earlier response regarding the draft resolution, looks like you are approved to plan the event. The resolution should be finalized for placement on the Nov 10 council meeting.

Please work with your normal City liaisons if you have questions during your planning process for the Holiday Market.

I look forward to learning more details about vendor interest/participation over the next month and planning my time to do some Christmas Shopping on Main St!

Missy

Missy Gentry, PE
 Assistant City Manager
 City of Columbia
 Missy.gentry@columbiasc.gov
 803-315-5125

Sent from my iPhone

On Oct 21, 2020, at 5:52 PM, Emile DeFelice <emile@sodacitysc.com> wrote:

***WARNING*: Use caution with links and documents in emails referencing the Coronavirus situation. Malicious actors have been using this situation as an opportunity to take advantage of users.**

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 to go!

E

Attachment: R-2020-094 Soda City Spring Holiday Market (Nov 27-29) (6294 : Resolution No.: R-2020-094 Soda City Holiday Market (Nov 27-29))

----- Forwarded message -----

From: **Events** <events@sccommerce.com>

Date: Wed, Oct 21, 2020 at 4:33 PM

Subject: Event Exception Request Response

To: emile@sodacitysc.com <emile@sodacitysc.com>

Cc: reopeningguidance@dhec.sc.gov <reopeningguidance@dhec.sc.gov>

To Market Hall dba Soda City:

Thank you for the "Soda City Holiday Market / Soda City Market" application for exemption request submitted on 10/20/2020. 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), and 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 hosts 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 not 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 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 event host. Notwithstanding any and all Federal and State requirements, resuming activities and events remains in your discretion. The South Carolina Department of Commerce and DHEC make no representation or warranty of any kind, express or implied, regarding the adequacy or completeness of the plans submitted by the event

hosts for review.

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

--



Emile DeFelice
CEO

sodacitysc.com



[Market Rules](#) | [Vendor Application](#)

Main Street Holiday Market Safety Plan 2020

(This is a 'live document' that can/will adapt to changing circumstances.)

The market will occupy the 1300-1600 blocks.

ACTIVE Normal staffing including police, alternating booth spacing, 10' distance between each vendor, PPE guest 'enforcement', no busking or street entertainment. Benchmark: no radically increasing positive test rates, no re-shutting down by government decree.

VENDOR DUTIES

(Participation depends on compliance to these guidelines. Non-compliance will result in summary dismissal.)

1. All vendors in a tent booth must wear masks, changing them frequently as necessary. If you are in a truck or trailer, proceed as you like.
2. Unwrapped samples are prohibited for now. Wrapped samples ok.
3. Signups will be 1) announced with a send time at least one day before sending and 2) first come first served.
4. Cancellation policy temporary amendments: You may cancel for any reason by noon the Friday before market and receive a credit usable anytime.
5. Separate all jobs behind booths, *if possible*. For example, one person on money, one person on sanitation, one person on food prep, etc.
6. No bare hand to hand contact, hugs, etc.
7. Vendors are encouraged to set up pre-orders and pre-pay with their customers for pick up, and use no-contact POS devices if possible.
8. Vendors are to discourage customers from touching/handling their wares. Please display and provide the necessary info about the products to discourage this behavior.
9. Vendors who normally allow customers to hand-pick their item (produce, flowers, etc.) must pre-package or assemble safely on customers' behalf.
10. Please do not bring any tables/chairs *for patron use*.
11. All prep/condiments/cream/sugar/salt done by vendor instead of customer.
12. Vendors are not to set up pop-up water bottle stations in order to discourage crowding.
13. Vendors who have longer lines will set up facing the sidewalk so customers have space to form a properly-distanced queue. This will be indicated on the map.
14. Vendors must take necessary measures to regularly clean their stations and POS between customers, bring disinfectant and wipes.

15. Vendors are not to use the 10' allotted space between themselves and other vendors. This space is meant for social distancing.
16. Electricity vendors are limited to 1 (ONE) outlet. If this hinders your ability to vend, please contact hello@sodacitysc.com

VENDOR BEHAVIOR & TIPS

1. It is your personal responsibility to refrain from vending at the market if you are ill, have been exposed to someone tested positive for COVID-19, or are immunocompromised.
2. Food trucks and trailers are *highly* encouraged to scale down to a 10'x10' tent sized booth, if possible, in order to accommodate as many other vendors as possible. If this is not possible, please contact us at hello@sodacitysc.com. Either way, go ahead and sign up so we know what you'd like to do and we can try and make it happen.
3. All food vendors are encouraged to create pre-packaged, grab-and-go menu items to reduce onsite preparation time that encourages lines and waiting.
4. Vendors are welcome to sell masks and hand sanitizer, handmade or otherwise.
5. Vendors are encouraged to set tape/chalk markers for line control.
6. Refrain from bringing your pets, unless they are service animals.
7. Vendors are encouraged to check the temperature of their staff and evaluate health checks before and after every market.
8. Electricity vendors are highly encouraged to bring a 200+ ft extension cord in the event they must plug into a power box from a distance.

THINGS TO KNOW

1. We do not have the ability to guarantee Evergreen vendors their usual spot back during Stages 1 and 2, though we'll always try.
2. We will not be able to accept location requests at this time.
3. All spots located near power boxes will be given priority to Electricity vendors.

RESOURCES

1. [ZVERSE FACE SHIELDS](#) - Local small business manufacturing durable face-shields to accommodate workers in the service-industry.

2. [COVALENT CLEAN](#) - Small company manufacturing hand sanitizer and disinfectant to the Columbia region.
3. [SOUTHERN ESSENCE DISTILLING](#) - Local small business (fellow Soda City vendor) producing hand sanitizer.
4. [MARKET TEA ROOM ON SENATE](#) - Local small business selling hand sanitizer and handmade masks.
5. [PALMETTO DISTILLERY](#) - Local small business producing liquid hand sanitizer and wipes.
6. [HOLLOW CREEK DISTILLERY](#) - Local small business producing hand sanitizer.
7. [GORGET DISTILLING CO.](#) - Local business producing hand sanitizer.
8. [CULINARY DEPOT](#) - Corporation selling touch-less thermometers, gloves, hand sanitizer, masks, and various janitorial supplies for the service-industry.
9. [EMERALD'S FACE MASKS](#) - Local small business creating hand-made masks.
10. [SMITH AND JONES](#) - Local janitorial business selling gloves, wipes, sanitizer, and various other supplies.
11. [CAROLINA CLUTCHES](#) - Local small business (and fellow Soda City vendor!) producing hand-made masks.
12. [SQUARE COUNTERTOP SNEEZE GUARD](#) - 2.5 mm thick plexi-glass sneeze guard.



We Are Columbia

MEETING DATE: November 10, 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
10/20/20	Columbia City Council	DEFERRED



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.

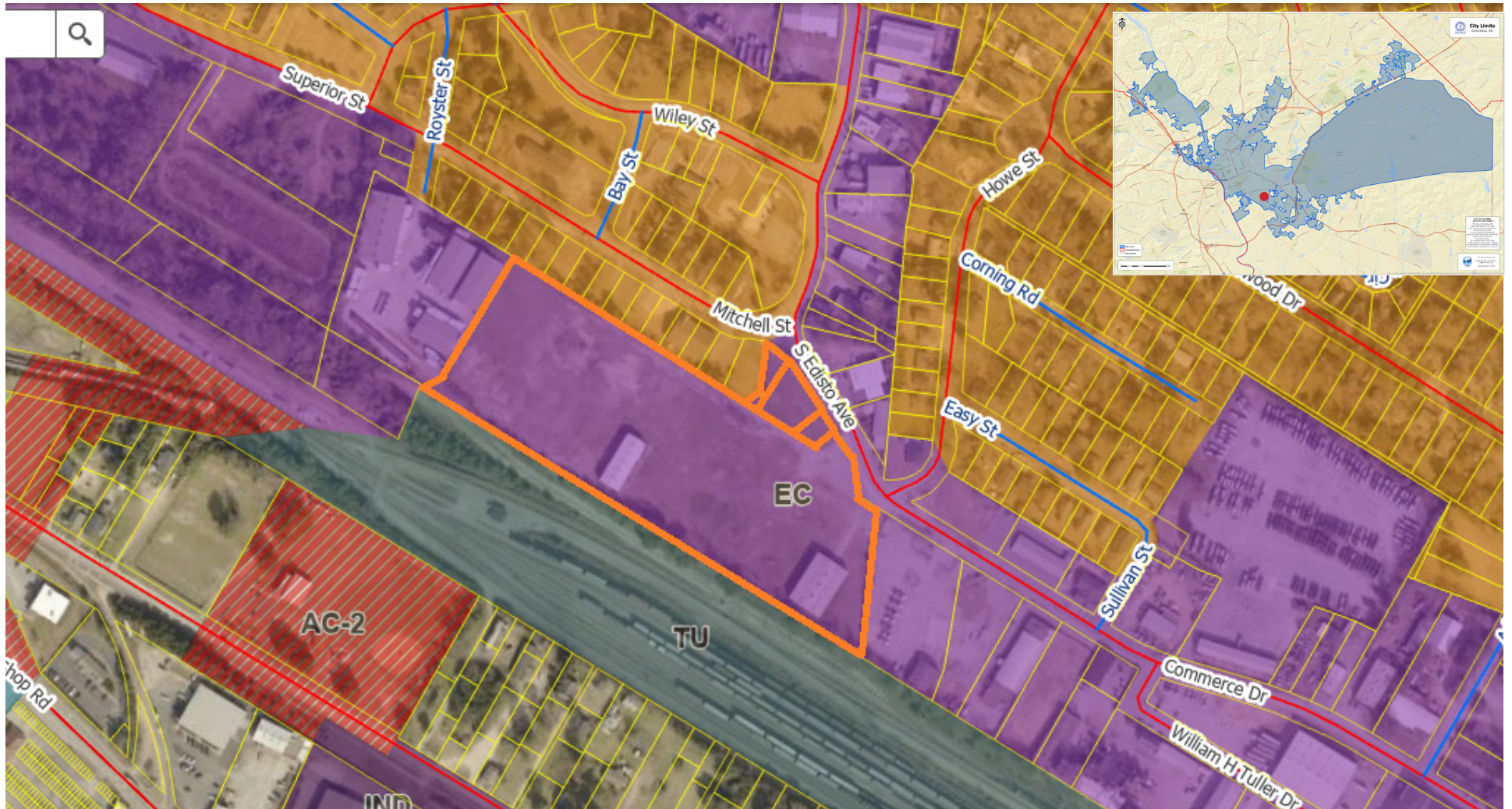
STAFF RECOMMENDATION

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

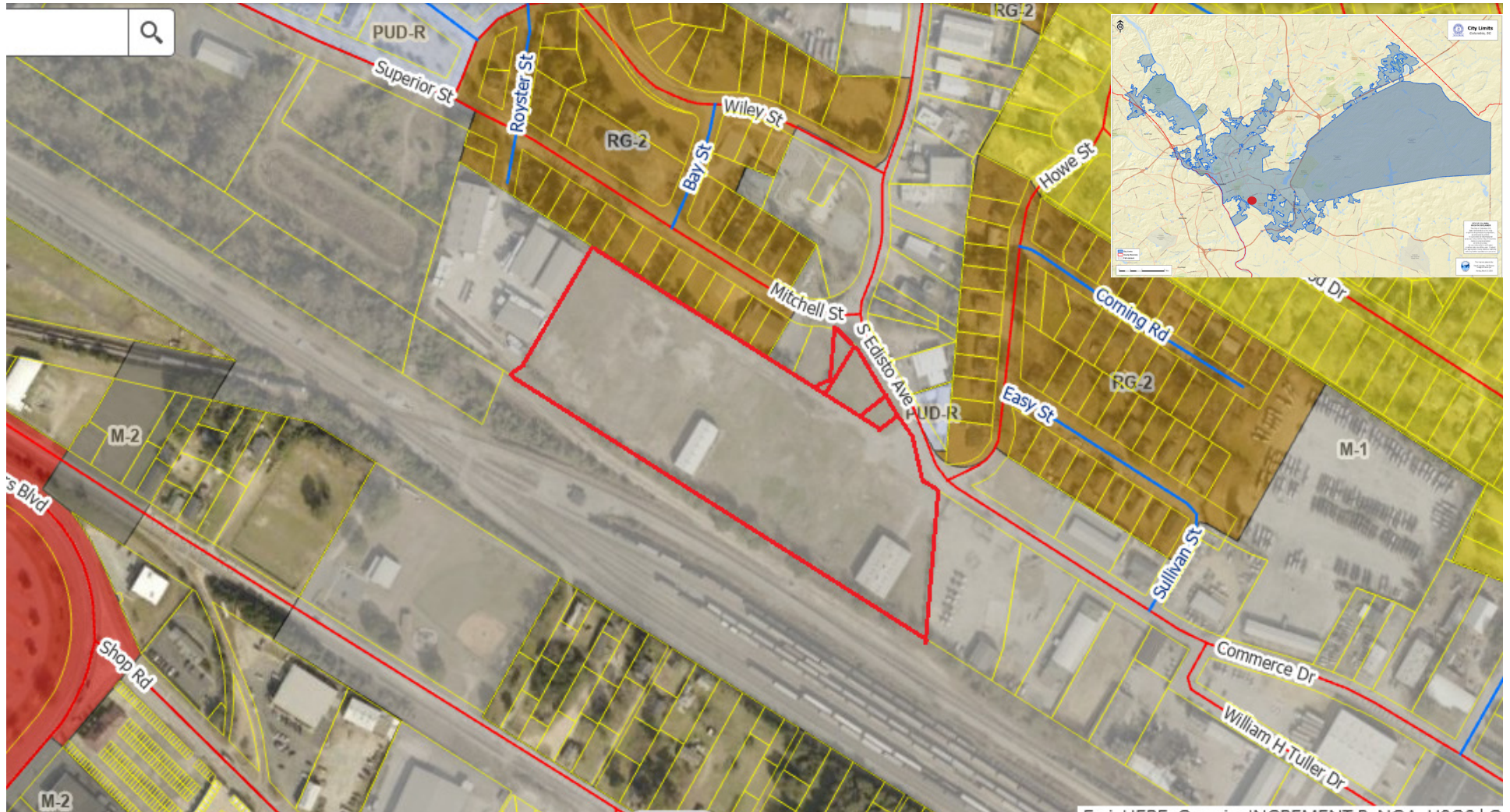
UCMR-1 - Urban Core Mixed Residential - 1	UCR-2 - Urban Core Residential Large Lot	UEAC-2 - Urban Edge Regional Activity Center	S/A - Sports/Amusement
UCMR-2 - Urban Core Mixed Residential - 2	UER-1 - Urban Edge Residential Small Lot	AC-1 - Neighborhood Activity Corridor	C/I - Civic/Institutional
UCMR-3 - 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

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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

Attachment: ZMA-2020-0014_SEdisto_ZPH (6191 : ZMA-2020-0014: 901, 903, 911, and 919 S. Edisto Avenue,)

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

13.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.

13.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.

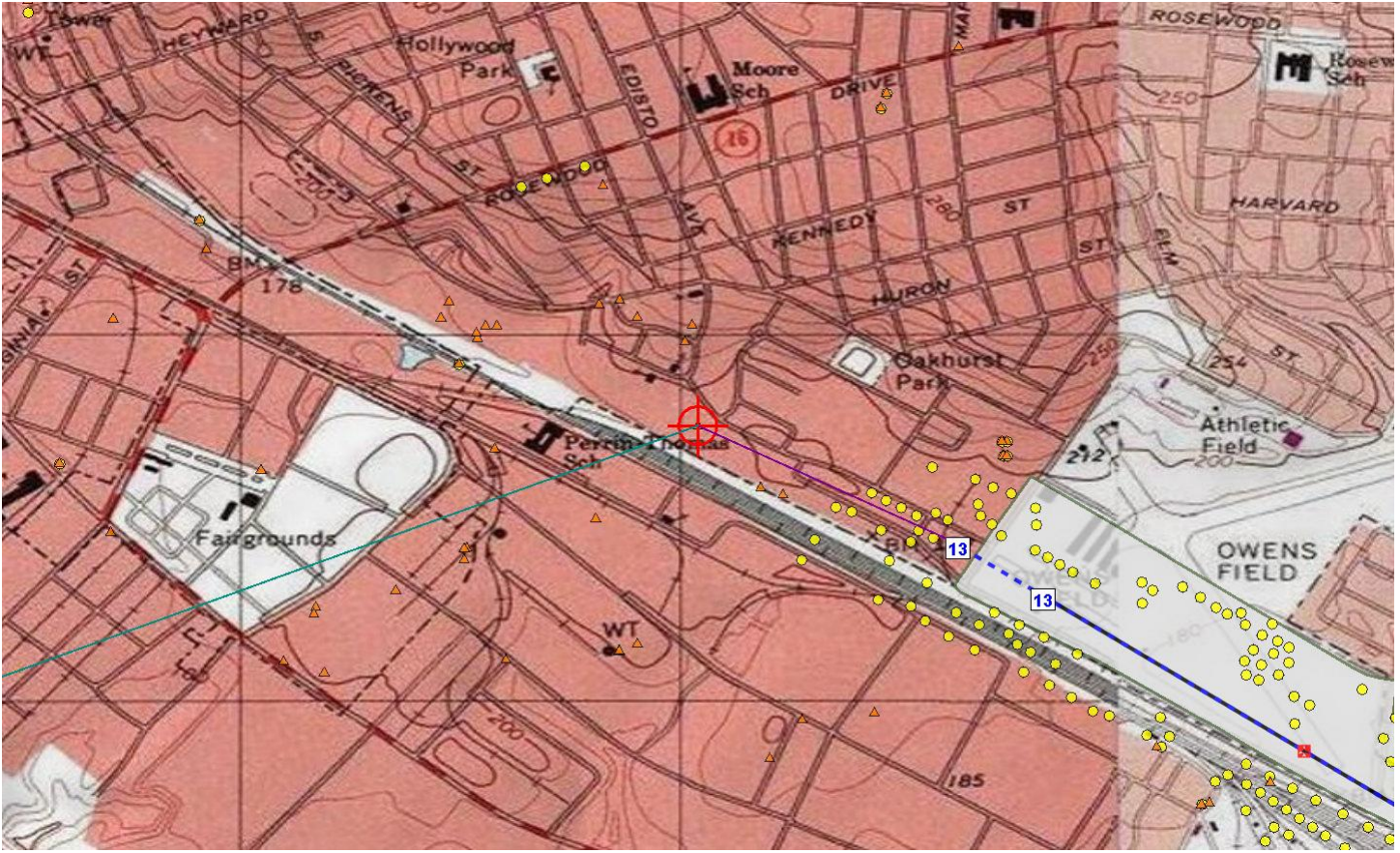
Signature Control No: 441760137-443522487

(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.

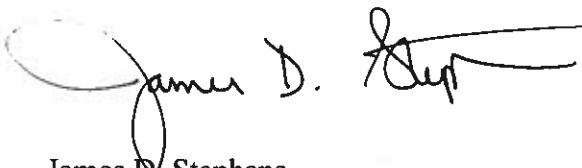
We wish to point out that both the developer's attorney and engineer have incorrectly claimed in their correspondence to the City that the Aeronautics Commission "represents a single interest to the exclusion of all others – keep as much development away from an airport as possible." The Commission's 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 EVERSMAAN <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

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 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

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,

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

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

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

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 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"

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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@columbiasec.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

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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

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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

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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

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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)

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Attachment: Public Input on S Edisto Rezoning (6191 : ZMA-2020-0014: 901, 903, 911, and 919 S. Edisto Avenue,)

From: Peggy Roberson <cubladylady83@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.**

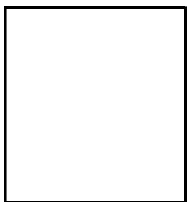
That opposition to the rezoning and the project was conveyed to the City Planning Director and the City Zoning Administrator.

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

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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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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 10:09 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: November 10, 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)

HISTORY:

10/20/20

Columbia City Council

APPROVED ON FIRST READING.

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 DateMaturity
DateInterest
RateCUSIP

_____, 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>
-------------	-------------------------

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 ([] 1)	<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," "expect," "anticipate," "intend," "believe," "estimate," "budget," "potential," "continue," or the negative of these terms or other similar words. The reader is cautioned that forward-looking statements are subject to a variety of uncertainties that could cause actual results to differ from the projected results. Those risks and uncertainties include general economic and business conditions, conditions in the financial markets and real estate market, 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

TABLE OF CONTENTS

INTRODUCTION.....	THE CITY AND THE SYSTEM.....	1
Authorization.....	General Description.....	1
Purpose.....	Administration of the City.....	1
	Cyber Security.....	
	Climate Change.....	
THE 2020 BONDS.....	Service Area.....	1
General.....	Impact of Weather Event.....	1
Optional Redemption.....	Waterworks System.....	2
Mandatory Redemption.....	Sanitary Sewer System.....	2
General Redemption Provisions;	Water and Sewer Rates and Fees.....	
Notice.....	Water and Sewer Billing and.....	2
Book-Entry System.....	Collection Policies.....	3
Registration, Transfers and	Capital Expenditures.....	
Exchanges.....	Capital Improvements Program.....	6
	Environmental Matters.....	
	Retirement and Health Insurance.....	
SECURITY FOR THE 2020 BONDS.....	Other Post-Employment Benefits.....	6
Pledged Revenues.....	Liability Insurance.....	6
Limited Obligations.....		7
Rate Covenant.....		7
Disposition of Revenues and Funds	COVID-19.....	
Established by the		
Ordinance.....		8
Debt Service Reserve Funds.....	INTEREST RATE SWAPS AND OTHER.....	9
Additional and Refunding Bonds.....	OBLIGATIONS.....	9
Junior Bonds and Special Facilities	The Series 2009 Swap.....	
Bonds.....	Additional Derivative Agreements.....	10
SOURCES AND USES OF FUNDS.....	ENFORCEABILITY OF REMEDIES.....	10
2020 Bonds.....		10
	LEGAL MATTERS.....	
PLAN OF FINANCE.....	Litigation.....	11
2020 Bonds.....	United States Bankruptcy Code.....	11
	Other Legal Matters.....	
FINANCIAL FACTORS.....		12
Five-Year Summary.....	TAX EXEMPTION AND OTHER TAX.....	12
Management's Discussion and	MATTERS.....	
Analysis.....	Federal Tax Matters Related to.....	13
Historical Debt Service Coverage	2020 Bonds.....	
of the System.....		14
Projected Debt Service	FINANCIAL ADVISOR.....	
Requirements of the		15
System.....		
Projected Debt Service Coverage	CONTINUING DISCLOSURE.....	16
of the System.....		
Debt Structure.....		16

MUNICIPALITIES CONTINUING DISCLOSURE COOPERATION INITIATIVE	37
RATINGS.....	37
UNDERWRITING	38
CONCLUDING STATEMENT	38
APPENDIX A – PORTION OF COMPREHENSIVE ANNUAL FINANCIAL REPORT OF THE CITY FOR FISCAL YEAR ENDED JUNE 30, 2019	
APPENDIX B – SELECTED INFORMATION REGARDING THE CITY OF COLUMBIA, LEXINGTON COUNTY, RICHLAND COUNTY AND THE COLUMBIA MSA	
APPENDIX C – SUMMARY OF CERTAIN PROVISIONS OF THE ORDINANCE	
APPENDIX D – FORMS OF OPINIONS OF CO-BOND COUNSEL	
APPENDIX E – FORM OF DISCLOSURE DISSEMINATION AGENT AGREEMENT	

OFFICIAL STATEMENT

§[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)	(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>	^(d) <u>505,562,157</u>	
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**

DRAFT

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, Beltrine, 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: November 10, 2020

DEPARTMENT: Legal Department

FROM: *Shari Ardis, Legal Office Manager*

SUBJECT: Resolution No.: R-2020-095 Authorizing Construction and Improvements by the South Carolina Department of Transportation (SCDOT) of Interstate 26 and associated Ramps for the Carolina Crossroads, Phase I – Colonial Life Boulevard at I-127 Interchange Design-Build Project

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-2020-095 SCDOT I-26 Carolina Crossroads Interchange Construction (PDF)

RESOLUTION NO.: R-2020-095

Authorizing the Construction and Improvements by the South Carolina Department of Transportation (SCDOT) of Interstate 26 and associated Ramps for the Carolina Crossroads, Phase I – Colonial Life Boulevard at I-126 Interchange Design-Build Project (PO39718)

WHEREAS, the South Carolina Department of Transportation ("SCDOT") proposes to construct, reconstruct, alter, or improve the certain segments of the highway(s) in the State Highway System referenced above which are located within the corporate limits of the City of Columbia (hereinafter, "the City"); and

WHEREAS, the City wishes to authorize the construction and improvements of the aforesaid highway(s) in accordance with the scope of work prepared by SCDOT ("the scope of work"); NOW THEREFORE,

BE IT RESOLVED by the Mayor and City Council of the City of Columbia, South Carolina this ____ day of _____, 2020 that, pursuant to S.C. Code §57-5-820 (1976, as amended), the City does hereby consent to the construction or improvements of the aforesaid highway(s) within its corporate limits in accordance with the scope of work.

BE IT FURTHER RESOLVED, that the foregoing consent represents the sole approval necessary from the City for SCDOT to complete the project and constitutes a waiver of any and all other requirements with regard to construction within the City's limits. The foregoing waiver and consent shall extend to the benefit of utility companies engaged in relocating utility lines on account of the project. Further, the City shall exempt all existing and new right-of-way and all other properties purchased in connection with right-of-way for the highway(s) from any general or special assessment against real property for municipal services.

BE IT FURTHER RESOLVED, that the City will assist SCDOT in causing all water, sewer and gas pipes, manholes, or fire hydrants, and all power or telephone lines or poles located within the existing right-of-way to be relocated under the plans, provided to the City after approval by SCDOT, funded according to MOA-43-20 with Attachment A and MOA-43-20 Supplemental Agreement No. 1. To the extent that City-owned utilities are to be relocated in accordance with the project plans, those utility pipes, lines, or hydrants may be replaced upon the new highway right-of-way at such locations as may be approved by SCDOT's project manager. SCDOT shall not be liable for damages to property or injuries to persons as a consequence of the placing, maintenance, or removal of any utilities by the City or its contractors. Future utility installations by the City within the limits of the new right-of-way after project completion shall be pursuant to a standard utility encroachment permit obtained in the normal course and issued pursuant to SCDOT's "A Policy for Accommodating Utilities on Highway Rights-of-Way", March 2019, as revised.

BE IT FURTHER RESOLVED, that the City hereby signifies its intention to faithfully observe the provisions of Chapter 5, Title 56, Code of Laws of South Carolina, 1976, and all amendments thereto relating to the regulation of traffic on the street, or streets, to be constructed, reconstructed, altered or improved as hereinabove identified and further agrees to refrain from placing or maintaining any traffic control devices upon any section of said street, or streets, without having first obtained written approval of the South Carolina Department of Transportation as required in S.C. Code §56-5-930 (1976, as amended), nor enacting any traffic regulation ordinances inconsistent therewith.

BE IT FURTHER RESOLVED that an original of this Resolution will be filed with the South Carolina Department of Transportation at Columbia, South Carolina.

Requested by:

Assistant City Manager Shealy

Approved by:

City Manager

Approved as to form:



Senior Assistant City Attorney

Introduced:

Final Reading:

Mayor

ATTEST:

City Clerk



We Are Columbia

MEETING DATE: November 10, 2020

DEPARTMENT: Legal Department

FROM: *Shari Ardis, Legal Office Manager*

SUBJECT: Resolution No.: R-2020-101 Authorizing the City Manager to execute an Incentive Agreement between “Project Sunshine” or “Project Sunshine 2020”, Richland County, South Carolina, the South Carolina Department of Commerce, the South Carolina Coordinating Council for Economic Development, the City of Columbia, and South Carolina Department of Commerce, Division of Public Railways d/b/a Palmetto Railways

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-2020-101 Project Sunshine Incentive Agreement (PDF)
- APPROVED Project Sunshine - Richland County Incentive Agreement (PDF)

RESOLUTION NO.: R-2020-101

Authorizing the City Manager to execute an Incentive Agreement between "Project Sunshine" or "Project Sunshine 2020", Richland County, South Carolina, the South Carolina Department of Commerce, the South Carolina Coordinating Council for Economic Development, the City of Columbia, and South Carolina Department of Commerce, Division of Public Railways d/b/a Palmetto Railways

BE IT RESOLVED by the Mayor and City Council this ____ day of _____, 2020, that the City Manager is hereby authorized to execute the attached Incentive Agreement, or in a form to be approved by the City Attorney, between "Project Sunshine" or "Project Sunshine 2020", Richland County, South Carolina, the South Carolina Department of Commerce, the South Carolina Coordinating Council for Economic Development, the City of Columbia, and South Carolina Department of Commerce, Division of Public Railways d/b/a Palmetto Railways, for the terms and conditions therein contained.

Requested by:

Assistant City Manager Shealy

Mayor

Approved by:

City Manager

Approved as to form:

ATTEST:

Senior Assistant City Attorney

City Clerk

Introduced:

Final Reading:

INCENTIVE AGREEMENT

THIS INCENTIVE AGREEMENT (this “**IA**”) is hereby dated as of the 10th day of November, 2020, by and among Project Sunshine (a/ka “Project Sunshine 2020”) (the “**Company**”), Richland County, South Carolina (the “**County**”), the South Carolina Department of Commerce (“**DOC**”), the South Carolina Coordinating Council for Economic Development (the “**Coordinating Council**”), the City of Columbia (the “**City**”), and South Carolina Department of Commerce, Division of Public Railways d/b/a Palmetto Railways (“**Palmetto Railways**”) (the County, DOC, the Coordinating Council, the City and Palmetto Railways shall be collectively referred to herein as the “**Public Parties**”).

WITNESSETH:

WHEREAS, the Company contemplates the establishment of a beverage manufacturing facility (the “**Project**”) in the County; and

WHEREAS, the Company anticipates that the Project will result in an investment of approximately \$400 million and the creation of approximately 325 new, full-time jobs in the County by December 31, 2025; and

WHEREAS, based on the information the Company has provided, the Public Parties intend to provide certain funds and other incentives as an inducement for the Company to locate the Project in the County; and

WHEREAS, the location of the Project in the County provides the opportunity for the Public Parties to establish rail infrastructure that will facilitate expansion opportunity for the Company and the location of its suppliers as well enhance development potential of at least two industrial sites adjacent to the Project; and

WHEREAS, the purpose of this IA is to set forth the various intentions and make such commitments as are expressly set forth herein of the parties hereto to induce the Company to locate the Project in the County; and

WHEREAS, some of the terms set forth in this IA are summary in nature and the complete terms of the various commitments will be contained in the final agreements relating to the Project.

NOW, THEREFORE, for and in consideration of the mutual promises and covenants contained herein and for other valuable consideration, the receipt, adequacy, and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

ARTICLE 1 PUBLIC PARTIES COMMITMENTS

1.1. Land. The County will transfer to the Company or an Affiliate (as defined in Section 2.1 hereof), as identified by the Company to the County, in return for a payment of \$100.00 by the Company, fee simple absolute marketable and insurable title to approximately 124 acres of land, free and clear of liens and encumbrances, located north of Longwood Road in the County in the Pineview Industrial Park and more particularly described in Exhibit A attached hereto (the “**Land**”). The

boundary of the Land is being established based on a preliminary design provided by the Company. The Company is in the process of designing the layout of the Project on the Land and may request an adjustment of the boundary line as may be needed to accommodate the project. The County agrees to any such adjustment requested by the Company provided any adjustment involving any land other than the Expansion Land (as defined below) will require the consent of the County. To the extent the acreages of the Land and the Expansion Land are affected, the revised acreages shall be substituted for the acreages used throughout this IA. The County represents it owns the Land or, in case of approximately 10 acres owned by the Sylvia Brannon estate, the County has an option to purchase which option the County as exercised. To the extent needed, the County agrees to call special meetings to approve the conveyance of the Land to the Company. The County agrees it will assist with the Company obtaining fee simple title to the approximately 2.36 acre parcel of land currently owned by Wildlife Action Inc. (Parcel No. R16100-02-22) (the “**Wildlife Action Parcel**”), and this parcel will be included in the definition of Land.

The County will make the transfer of the Land (except the Wildlife Action Parcel) by limited warranty deed upon receiving a written request for same from the Company, which request shall be provided by the Company to the County at least 10 days before the date on which the transfer is to occur. The Company, as buyer, and the County, as seller, shall each bear their respective customary closing costs arising from the transfer of the Land.

In connection with the transfer of the Land, the County will also transfer fee simple absolute marketable and insurable title to the remaining approximately 78 acres located north of Longwood Road more particularly described on **Exhibit C** attached hereto (the “**Expansion Land**”). However, the transfer of the Expansion Land shall be subject to a reverter clause in case the Company does not expand on all or a portion of the Expansion Land or a supplier to the Company does not locate on some or all of the Expansion Land (collectively, the “**Additional Project**”) within 30 months of the transfer of the Expansion Land and such Additional Project does not represent an investment of at least \$150 million. The County represents it owns the Expansion Land.

The County will, no later than December 1, 2020, purchase approximately 35.5 acres shown on **Exhibit B** attached hereto to establish right of way and provide rail service to the Land and the Expansion Land (or as much acreage as is needed for the right of way) (the “**Rail Land**”). The County represents that it has a valid option to purchase the Rail Land. After purchasing the Rail Land, the County will either convey fee simple title to the Rail Land to Palmetto Railways or grant an easement to Palmetto Railways, all for the purpose of constructing, ownership, maintenance, and use of the rail spur necessary to serve the Land, the Expansion Land, and the adjacent industrial sites. The Company shall also obtain an easement for the benefit of the Land and the Expansion Land from the fee simple owner of the Rail Land to use the Rail Land for rail service to the Land and the Expansion Land.

The County will provide to the Company the most recent Phase I Environmental Site Assessment, and any other most recent studies related to the Land, the Rail Land and the Expansion Land that the County has had conducted with respect to the Land, the Rail Land, and the Expansion Land (collectively, “**Studies**”). The Company may, so long as notice is given to the County, reject the Land, the Rail Land, and the Expansion Land if the Company, in its sole discretion, determines, based on the Studies, the Company’s Phase I Environmental Site Assessment and any additional information or data obtained by the Company, and the matters disclosed therein, that the Land, the Rail Land, or the Expansion Land is not suitable for the Project. The Company is responsible for the

costs of any due diligence work in addition to the Studies that the Company desires to be done with respect to the Land, the Rail Land, and the Expansion Land.

1.2. Utilities. The County will use best efforts to assist the Company in obtaining connections for utilities (including, but not limited to, electricity, gas, water, and sewer) to the Land at a location or locations reasonably acceptable to the Company, with capacities needed for the Company's manufacturing operations.

1.2.1. Natural Gas. Dominion has agreed to extend a gas service line onto the Land and to install a meter station at no cost to the Company no later than April 1, 2021. Dominion has provided a letter to the Company to this effect. The County agrees to timely consider and work with Dominion to obtain any required encroachment permits needed from the County in order for Dominion to extend the gas line to the Land. Subject to available resources and to the extent permitted by law, DOC and the County will use best efforts to facilitate and support the Company's negotiations with Dominion and the extension of the gas line to the Land.

1.2.2. Electricity. Electric service to the Land shall be provided by Dominion under Dominion's Economic Development Rider. Dominion will provide electric service for both the construction of the manufacturing facility on the Land through an existing distribution line and for the operations of the manufacturing facility through a new transmission line and a new substation which Dominion has agreed to construct on the Land at no cost to the Company. Dominion has provided a letter to the Company to this effect. The County agrees to timely consider and work with Dominion to obtain any required easements and/or encroachment permits needed from the County in order for Dominion to extend power line(s) to the Land. Subject to available resources and to the extent permitted by law, DOC and the County will use best efforts to facilitate and support the Company's negotiations with Dominion.

1.2.3. Water Service. Water service to the Land shall be provided by the City, as evidenced by the water availability letter attached hereto as **Exhibit D**. There is a 16-inch water main in the Shop Road Extension right-of-way, as well as a 16-inch water main currently under construction in the Longwood Road right-of-way. Other than as outlined in the letter attached hereto as **Exhibit D**, there are no other City fees applicable to the construction and permitting of the Project.

1.2.4. Sewer Service. The City will also provide wastewater treatment service to the Land as evidenced by the wastewater treatment availability letter attached hereto as **Exhibit D**. There is a 15-inch gravity sewer main at the western side of the Land providing sewer availability. Subject to available resources and to the extent permitted by law, the County and DOC will, if requested by the Company, use its best efforts to facilitate and support the Company obtaining permits and the required right of way for direct discharge of pre-treated wastewater. Other than as outlined in the letter attached hereto as **Exhibit D**, there are no other City fees applicable to the construction and permitting of the Project.

1.2.5. Rail. Businesses that locate upon the Land, including the Company, expect to use the rail service provided by Norfolk Southern Railway Corporation ("NSR") as evidenced by the letter attached hereto as **Exhibit E**. Subject to available resources and to the extent permitted by law, DOC, Palmetto Railways, and the County will use their best efforts, to facilitate and support negotiations with NSR service to the Land over the rail as depicted on the Site Plan (the "Rail") and to obtain any required approvals for the construction by Palmetto Railways of the Rail to the Land

and the Expansion Land. The exact location of the Rail and configuration thereof is currently being evaluated by the Company, the County, Palmetto Railways and NSR and will depend on the final layout of the Project on the Land and the agreement of NSR, the Company and Palmetto Railways.

Once the final location of the Rail is approved by the Company, NSR, and Palmetto Railways, Palmetto Railways agrees to cause the construction of the Rail, and in accordance with American Railway Engineering and Maintenance-of-Way Association and the NSR standards. Palmetto Railways agrees: (i) to submit a detailed budget to the Company and the Council for review and approval no later than ____; (ii) to competitively bid the construction for the Rail, such bidding to be completed by ____; and (iii) commence construction of the Rail by _____. If the dates in the previous sentence are not met by Palmetto Railways, the Company may request use of all remaining State Grant (as defined below) funds for improvements to the Land or acquisition of the Wildlife Action Parcel and the Grantee and the Coordinating Council agree to the use of the State Grant for such purposes, subject to the requirements of the Performance Agreement (as defined below).

The Rail will be completed by or before December 31, 2021, or as soon thereafter as mutually agreed upon by Company, NSR, and Palmetto Railways. Should Palmetto Railways not have completed the Rail by such date, any remaining State Grant (as defined below) funds will be used to reimburse the Company for Land improvements as provided in the Performance Agreement. The parties anticipate that the rail spur will include an at-grade crossing of Longwood Road. Palmetto Railways agrees to obtain all required permits and approvals associated with the construction of the rail spur, and the at-grade and right of way crossings and further agrees to install appropriate and necessary crossing protection at Longwood Road, as required under then applicable federal regulations. Palmetto Railways will enter into a side track user agreement, industry service agreement (or comparable instrument) with NSR, the Company and any other company that hereafter seeks access to the Rail for purposes of receiving rail transportation service, which agreements will contain an appropriate fee to offset the costs of ongoing routine maintenance of the rail spur.

Funding for the Rail shall be provided through the grants described in Section 1.9 thereof (subject to the conditions in this Section 1.2.5).

1.2.6. Telecommunication Service. Telecommunication service to the Land shall be provided by pursuant to the letter attached hereto as **Exhibit F**.

1.3. Zoning. The Land is located in the M-1 zoning district. Based on information provided to the County regarding the Company's planned activities, the County has made the determination that the Land and the Expansion Land need to be rezoned. The County agrees to take immediate action to rezone the Land and the Expansion land to the appropriate zoning classification so as to permit the uses the Company has proposed to the County for the Land and the Expansion Land. The County will call a special meeting to have the rezoning done December 8, 2020. The County has provided a zoning letter, which is attached hereto as **Exhibit G**. As provided in the letter, the County hereby agrees and represents that the rezoning will not cause a delay of the Project, including the commencement of grading and other site preparation activities, or the issuance of any permits.

1.4. Permitting and Fees. Subject to available resources and to the extent permitted by law, DOC and the County will use best efforts to assist with the issuance of all State of South Carolina (the "State"), County, and local construction, zoning, environmental, stormwater, and other permits,

including without limitation any air permit, synthetic minor permit, stormwater permit, and pre-treatment wastewater permit, approvals and consents that may be necessary or reasonably desirable in connection with the construction of the Project and the operation thereof by the Company. This assistance also includes the final building inspection by the County building inspector. The County agrees to provide an expedited approval process for the land development permits. Based upon the information provided to DOC and the County by the Company concerning the Project, DOC and the County presently foresee no problem with respect to the timely permitting, construction and operation of the Project.

The following one-time fees billed by or through the County apply to the permitting and construction of the Project based on the construction of an approximately 1,100,000 square foot building representing an investment of \$160 million:

Industrial Site Plan Fee: \$114,329 (for site plan review)

Building Permit Fee: \$342,882 (for building permit, includes building inspections)

Inspection Fees for HVAC, Mechanical, Fire Suppression and Electrical: to be paid by the individual subcontractors.

Plan Review: \$65,148 (for building plan review)

Total Fees: \$522,359

There are no other County fees applicable to the construction and permitting of the Project, including building, electrical, mechanical, HVAC, plumbing, fire impact, permitting, application, studies, development, inspection, occupancy or compliance, erosion and sediment control, wetlands mitigation or studies, utility tap, connection, survey, impact, or rezoning fees.

1.5. County Business License Tax. Under the County's existing Business License Fee Ordinance, the County business license tax is applicable to the Company. The County and the Company agree to negotiate in good faith to enter into an agreement to determine an equitable apportionment method of calculating the business license tax applicable to the Project.

1.6. Multi-County Industrial Park. The County will use best efforts to include the Project in the multicounty industrial park between the County and Fairfield County, South Carolina governed by the Amended and Restated Master Agreement Governing the I-77 Corridor Regional Industrial Park, dated as of September 1, 2018 (as previously amended, the "**Park Agreement**"), and the County will use best efforts to cause the Project to continue to be located in the Park or such other multi-county industrial and business park for the period of the FILOT Agreement (as defined below) and SSRC so as to afford the Company the benefits of Title 4, Chapter 1, and Title 4, Chapter 29, of the Code of Laws of South Carolina 1976, as amended.

1.7. Fees-in-lieu of Taxes. Subject to adoption of an ordinance by County Council, the County agrees to provide a fee-in-lieu of taxes ("**FILOT**") agreement pursuant to Chapter 44 of Title 12 of the South Carolina Code, as amended (the "**FILOT Statute**"), the terms of which agreement shall be mutually agreeable to the Company and the County (the "**FILOT Agreement**"). The FILOT Agreement will provide the Company with the specified FILOT benefits for 40 years for each component of the Project placed in service during the "Investment Period" (as defined in the FILOT Statute and referred to herein as the "**Investment Period.**") The Company shall be entitled to an Investment Period of 10 years under the FILOT Statute. The annual FILOT payment shall be calculated based on an assessment ratio of 4% and a locked millage rate of 477.5 mills, which is the

millage rate as of June 30, 2020, and which is the lowest allowable millage rate under the FILOT Statute.

1.8. Special Source Revenue Credit. The County agrees to provide a Special Source Revenue Credit (the “SSRC”) to help offset the cost to the Company of certain Project-related expenditures. The County shall provide the SSRC for a period of 15 years commencing after the first phase of the Project is placed in service, anticipated to be in 2021, and shall be comprised of a 58% SSRC to be applied against the Company’s FILOT payment on the Project for the first year of the term of the FILOT Agreement and a 50% SSRC for the remaining 14 years. The total amount of the SSRC shall not exceed the total amount of eligible expenditures (as set forth in S.C. Code § 4-29-68(A)(2)) made by the Company. In the event the permitting and other fees billed or imposed by the County are in excess of 8% of the first FILOT Payment, the overage shall be deducted from the next year’s annual FILOT payment.

1.9. State Grants. The Coordinating Council has already approved a grant in the amount of up to \$3,500,000 to Richland County to assist with the costs of site preparation and infrastructure improvements for the Project and the Secretary of Commerce, as Chairman of the Coordinating Council, will recommend, subject to approval by the Coordinating Council, that the Coordinating Council approve an amendment to increase the amount of the grant to \$4,600,000. The grant as amended shall be referred to hereinafter as the “**State Grant.**” See attached Exhibit H. Subject to the provisions of Section 1.2.5., the State Grant shall be used to reimburse Palmetto Railways for costs incurred by Palmetto Railways to cause the construction of the rail spur and any remaining funds shall be used for costs incurred by the Company for general site preparation and infrastructure improvements to the Land and/or acquisition of the Wildlife Action Parcel. The Company will be required to enter into a Performance Agreement (the “**Performance Agreement**”) with the Coordinating Council and the County and to satisfy the 325 new job creation requirement and the \$400 million capital investment requirement by December 31, 2025. The State Procurement Code is not applicable to the State Grant. The County represents that upon compliance with the requirements of Exhibit A to the Performance Agreement, the County Procurement Code requirements will have been met.

DOC will assist the County with the purchase of the Rail Land required to construct the rail spur to serve the Land, the Expansion Land, and adjacent industrial sites by providing a grant of \$1,500,000 to the County from the LocateSC program, of which \$250,000 will be included in the Performance Agreement as subject to pro rata repayment in the event the Company does not satisfy the minimum investment and job creation requirement provisions.

1.10. State Job Development Credits. Upon application by the Company, the Secretary of Commerce, as Chairman of the Coordinating Council, will recommend that the Coordinating Council approve the Company’s eligibility to collect Job Development Credits as set forth herein. The Company may file three (3) separate applications, provided that all applications are submitted simultaneously and will be considered at one meeting of the Enterprise Committee of the Coordinating Council. If approved, the Company and the Coordinating Council will enter into a revitalization agreement for each application (each, a “**Revitalization Agreement**”) to allow the Company to claim job development credits (“**Job Development Credits**”) pursuant to the terms of the Revitalization Agreement and in accordance with S.C. Code § 12-10-80. The Company may use Job Development Credits refunded to the Company to reimburse the Company for eligible project costs incurred in connection with acquisition of real property, construction of and improvements to

real property, pollution control equipment, construction of the manufacturing facility, and such other items as may be permitted by law and as approved by the Coordinating Council and set forth in each Revitalization Agreement. Secretary Hitt will recommend that the applications be approved with the following stipulations: (1) Only jobs paying cash compensation at or above \$17.00 per hour will be eligible for Job Development Credits, and such minimum wage requirement will be adjusted every five years to equal the lesser of a 4% annual increase or the County's average hourly wage as of the date of the adjustment and (2) Job Development Credits will be limited to \$3,250 per employee, per year with the exception that up to 20 jobs selected by the Company will have a cap of \$8,000 per job per year.

The percentage of the Job Development Credits for each qualifying job will be between 2% and 5% of the wages of such job, with the higher paying jobs subject to higher rebate percentages as customarily provided by the Revitalization Agreement.

The Company may claim the Job Development Credits for a period of 10 years beginning once the Company certifies that it has met the minimum job requirement and minimum investment requirement as set forth in each Revitalization Agreement and begins claiming Job Development Credits.

1.11. State Training. Training will be provided by readySC™ as outlined in the letter attached as **Exhibit I**. Subject to available resources and to the extent permitted by law, DOC agrees to use its best efforts to assist the Company in implementing the commitment from readySC™, to allow readySC™ to work closely with the Company through a comprehensive and customized process that includes recruiting, screening, and training workers to meet the Company's specifications.

1.12. State Income Tax Credits and Exemptions.

1.12.1. Statutory Tax Credits. Subject to available resources and to the extent permitted by law, DOC agrees to use its reasonable best efforts to assist the Company with its attempts to qualify for statutory tax credits for which the Company may qualify, including, but not limited to, jobs tax credits, investment tax credits, research and development tax credits and port volume increase credits.

1.12.2. Sales Tax Exemptions. Subject to available resources and to the extent permitted by law, DOC agrees to use its reasonable best efforts to assist the Company with its attempts to qualify for the sales tax exemptions for which the Company may qualify, including without limitation the sales tax exemption for construction materials used in the construction of a manufacturing facility that invests at least \$100 million in a single site over an 18 month period under S.C. Code Ann. § 12-36-2120(67) and material handling equipment for manufacturing or distribution projects investing \$35 million or more.

1.13. Additional Incentives. In the event the Company is considering a future expansion or in case any suppliers to the Company desire to locate in the County, the Public Parties agree to give appropriate consideration to qualifying discretionary incentives for such expansion or location that are commensurate with incentives provided to new projects of a comparable scope, including, but not limited to, State grants, a fee in lieu of taxes incentive, special source revenue credits, and job development credits.

1.14. Affiliates and Suppliers. The County and Company intend that the FILOT Agreement contain a provision allowing for the addition to that Agreement as a party for any person or entity which (a) meets the definition of “Sponsor-Affiliate” set out in the FILOT Statute and (b) executes and delivers to the County a Joinder Agreement, the form of which shall be attached to the FILOT Agreement as an Exhibit. The County agrees that companies affiliated with the Company and qualifying as Sponsor Affiliates under the state statute will be aggregated into a single incentive agreement with the County and entitled to the same incentives and their investment and job creation will go towards fulfilling the Company’s achievement goals as described in this Agreement, provided, however, that each qualifying Sponsor Affiliate invest at least the minimum investment as set forth in Section 12-44-30(19) of the Act.

1.15. Public Parties’ Liaison. Subject to available resources and to the extent permitted by law, DOC agrees to use its best efforts to facilitate and coordinate the activities and communications by and between the Company and the various State and local public and private entities that will be involved in the implementation of the Project. The Existing Industry program at DOC will provide a point of contact for the Company to call with issues or concerns. Members of the Existing Industry team will be able to provide assistance to the Company on an as needed basis by tapping into DOC’s network of expertise and external allies.

ARTICLE 2 COMPANY COMMITMENTS

2.1. Project. The Project is comprised of the Land, the improvements to be constructed thereon, and certain personal property for use in connection with the Project, and any other investment satisfying the statutory definition of “economic development property” in the FILOT Statute. The Company may include one or more entities, now existing or to be formed in the future, which control, are controlled by, or are under common control with, the Company (each, an “**Affiliate**”), each of which must qualify as a “Sponsor Affiliate” under the FILOT Statute, so long as each additional entity sign the Joinder Agreement attached to the Fee Agreement. The Public Parties expressly agree that, for purposes of any minimum job creation requirements or obligations or any representations or warranties under the Performance Agreement, this IA, the FILOT documents, and the State training programs, the jobs created by [Project Sunshine Affilate]., a Delaware corporation and an Affiliate, will count towards any minimum job creation requirements to which the Company is subject or which it represents or warrants.

2.2. Construction of the Facility. Subject to the receipt by the Company of the incentives described in this IA and the conditions contained in this IA, the Company or its Affiliate will acquire the Land and construct a manufacturing facility thereon. In this regard, the Company shall select the contractors or subcontractors and the architects and gain all approvals for the construction of the facility.

2.3. Jobs and Investments. The Company intends, by December 31, 2023, to create 325 or more new, full-time jobs and to invest \$400 million or more in real and tangible personal property that will be subject to property taxes in the County in connection with the Project. The Company shall be subject to potential reimbursement payment obligations, as set forth in Section 2.4 of this IA.

2.4. Contingencies and Reimbursement.

a. Company Contingencies. The Company plans to proceed with the Project in reliance upon the fulfillment of all the commitments of the Public Parties as referenced herein and on environmental, geotechnical, wetlands, cultural resources, and other conditions of the Land, the Rail Land, and the Expansion Land being acceptable to the Company. The Company's commitment to go forward with the Project is also contingent upon fulfillment of the commitments made by other public and private entities.

b. Company Reimbursement Obligation to County. If the Company fails to create 325 or more new, full-time jobs and to invest \$400 million or more as of the end of the Investment Period, the Company shall be obligated to repay a prorated portion of the SSRs, with such prorated portion to be calculated by determining the average achievement percentage of the job and investment requirements as of the last day of the Investment Period. Investment shall be measured based on gross cost without regard to depreciation.

b. Company Reimbursement Obligation to the State. If the Company fails to create 325 or more new, full-time jobs and to invest \$400 million or more as of the end of the Grant Period (as defined in the Performance Agreement) or to maintain such jobs and investment as required by the Performance Agreement, the Company shall be obligated to repay a prorated portion of the State Grant as set forth in the Performance Agreement.

c. Administrative Expenses. The Company agrees to pay the reasonable and necessary expenses that the County may incur with respect to the execution and administration of this IA (the "Administration Expenses"). "Administration Expenses" shall include the reasonable and necessary out-of-pocket expenses, including attorneys' fees, incurred by the County with respect to: (i) the IA; and (ii) the fulfillment of the County's obligations under this IA and any related documents and the implementation and administration of terms and provisions of the documents after the date of execution thereof, but only as a result of a request by the Company for a modification, assignment, or a termination of such documents by the Company, or as a result of a bankruptcy of the Company or a default by the Company under the terms of such documents. Reimbursement for the County's attorneys' fees with respect to the IA and the fulfillment thereof shall not exceed \$12,500.00.

ARTICLE 3 DEFAULT

3.1 Company Default. In the event of a failure of the Company to meet the commitments set forth herein, the Public Parties shall have the right to pursue such remedies and damages as may be available under the other agreements entered into in connection with the incentives described herein.

3.2 Public Parties Default. In the event of a breach of this IA or failure of the Public Parties to meet the commitments set forth herein, the Company shall have the right to pursue such remedies and damages as may be available at law or in equity.

ARTICLE 4 MISCELLANEOUS

4.1 Startup and Cessation of Company Operations. The Public Parties recognize and agree that the Company may, at its sole discretion, choose not to proceed with the Project or, at any time,

reduce or cease operations and vacate the facility and the Land, and the Public Parties hereby waive any legal claims or actions they may have against the Company based on same, except as may be separately set forth in other agreements, including the Performance Agreement, the FILOT Agreement and each Revitalization Agreement. It is expressly agreed that nothing contained in this IA shall be construed to contain a covenant, express or implied, to either commence or continue operations on the Land or otherwise. The Parties intend that each agreement contemplated by this IA shall be assignable by the Company with the consent of the County or other Public Parties, such consent not to be unreasonably withheld.

4.2 Governing Law. The governing law of this IA shall be the laws of the State without giving effect to any choice of law provision or rule (whether of the State or any other jurisdiction).

4.3 Commitments. The Company acknowledges that, as set forth above, some of the commitments by the Public Parties herein are subject to approvals by governing councils or as required by statute and, therefore, do not create binding commitments absent any such required approvals. The County hereby represents and confirms that the County Council has authorized and approved the County's execution and delivery of this IA by resolution and the performance by the County of its obligations hereunder. However, certain commitments of the County may require further approval by ordinance and subsequent agreement, or both.

4.4 Successors and Assigns. This IA and each document contemplated hereby or related hereto shall, except as otherwise stated herein, be binding upon and inure to the benefit of the parties hereto and to their respective successors and assigns.

4.5 Subsequent Agreements. This IA contemplates the preparation and execution of a number of subsequent agreements. The parties hereto agree to work in good faith and diligently to pursue the consummation of such agreements. In the event of any inconsistencies between the provisions of this IA and the terms of any subsequent agreement relating to an incentive, the terms of such subsequent agreement shall prevail.

4.6 Freedom of Information Act. The Company acknowledges and agrees that this IA will be subject to disclosure pursuant to the South Carolina Freedom of Information Act, Chapter 4 of Title 30 of the South Carolina Code ("FOIA"). The Public Parties agree to utilize applicable exemptions of FOIA located in S.C. Code § 30-4-40 to the maximum extent authorized by law to protect confidential information related to this IA. Each of the Public Parties further agrees that, if it is required to respond to a request for information pursuant to FOIA, it will notify the Company of such request for information and its intended response prior to sending the response, provided that failure to provide notice shall not constitute a default under this IA. The County agrees to allow the Company a reasonable opportunity to provide the County with its position on the County's response to the FOIA request. Failure to do so shall not constitute a default under this IA.

4.7 Severability. In case any one or more of the provisions contained in this IA should be invalid, illegal or unenforceable in any respect and for any reason whatsoever, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. In the event any such provision is held to be invalid, illegal or unenforceable, the parties hereto shall make their best efforts to agree on a provision in substitution for such invalid, illegal or unenforceable provision that is as near in economic benefit as possible to the provision found to be invalid, illegal or unenforceable.

4.8 Assignment and Project Ownership. All of the commitments, inducements and incentives contained or referenced in this IA are made for the benefit of the Company and any Affiliate. This IA is not assignable by the Company without prior written consent of the Public Parties, which consent shall not be unreasonably withheld, except that the Company may assign this IA to an Affiliate without the prior written consent of the Public Parties provided that the Company notifies the Public Parties within thirty days following such assignment. However, the Public Parties recognize and agree that Project ownership may be split between two or more entities in a build to suit or equipment lease arrangement, and all such entities collectively shall be entitled to the full benefits of this IA.

4.9 Notices. Any notice, request, demand, claim or other communication under this IA shall be in writing and shall be duly given or made (a) when personally delivered to the intended recipient; (b) five days after it is sent by certified, first class mail, return receipt requested, postage prepaid; or (c) three days after it is sent by any recognized courier service to the following addresses of the recipients:

IF TO THE COMPANY:

Attention: President

WITH A COPY TO:

Nelson Mullins Riley & Scarborough LLP
Meridian, 17th Floor
1320 Main Street
Columbia, SC 29201
Attention: Edward Kluiters

IF TO THE COUNTY:

Richland County, South Carolina
1201 Main Street, Suite 1110
Columbia, SC 29201
Attention: Jeff Ruble

WITH A COPY TO:

Parker Poe Adams & Bernstein LLP
1221 Main Street, Suite 1100
Columbia, SC 29201
Attention: Ray Jones and Emily Luther

IF TO DOC:

South Carolina Department of Commerce
Attn: Daniel Young
1201 Main Street, Suite 1600
Columbia, SC 29201

IF TO COORDINATING COUNCIL:

South Carolina Coordinating Council for Economic Development
 Attn: Daniel Young
 1201 Main Street, Suite 1600
 Columbia, SC 29201

IF TO THE CITY OF COLUMBIA:

City of Columbia
 Attn: Teresa Wilson
 P.O. Box 147
 Columbia SC 29217

IF TO PALMETTO RAILWAYS:

Palmetto Railways
 Attn: Jeff McWhorter, President
 540 East Bay Street
 Charleston, SC 29403

4.10 Waiver. Any party may waive compliance by any of the other parties with any term or condition of this IA only in a writing signed by the waiving party.

4.11 Entire Agreement; Amendment. Except as stated to the contrary herein, or except as may be stated in future agreements executed by and binding upon the applicable parties to this IA, this IA constitutes the entire understanding among the parties with respect to the subject matter hereof. None of the parties shall be bound by any terms, conditions, statements or representations (oral or written) not herein contained.

4.12 Time of Essence. Time is expressly declared to be of the essence with respect to the matters addressed in this IA.

4.13 Further Action. The Public Parties intend to take whatever actions are necessary or appropriate in order to confirm and ratify, and to comply with, their undertakings in this IA.

4.14 Incorporation by reference. All Exhibits referred to in this IA are to be considered as if they are attached to and completely incorporated in this IA by reference.

4.15 Headings. The headings contained in this IA are for convenience only and shall in no way affect the meaning of the provisions contained herein.

4.16 Counterparts. This IA may be signed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures hereto and thereto were upon the same instrument.

[Signature pages follow.]

APPROVED AS TO FORM

 Legal Department City of Columbia, SC

IN WITNESS WHEREOF, the parties hereto have executed this IA effective as of the date first written above.

RICHLAND COUNTY, SOUTH CAROLINA

WITNESS:

By: _____
Its: _____

IN WITNESS WHEREOF, the parties hereto have executed this IA effective as of the date first written above.

**SOUTH CAROLINA DEPARTMENT OF
COMMERCE**

WITNESS:

By: _____
Its: _____

IN WITNESS WHEREOF, the parties hereto have executed this IA effective as of the date first written above.

**SOUTH CAROLINA COORDINATING
COUNCIL FOR ECONOMIC DEVELOPMENT**

WITNESS:

By: _____

Its: _____

IN WITNESS WHEREOF, the parties hereto have executed this IA effective as of the date first written above.

CITY OF COLUMBIA, SOUTH CAROLINA

WITNESS:

_____ By: _____
_____ Its: _____

APPROVED AS TO FORM


Legal Department City of Columbia, SC

IN WITNESS WHEREOF, the parties hereto have executed this IA effective as of the date first written above.

PALMETTO RAILWAYS

WITNESS:

By: _____

Its: _____

IN WITNESS WHEREOF, the parties hereto have executed this IA effective as of the date first written above.

PROJECT SUNSHINE

WITNESS:

By: _____

Its: _____

Attachment: APPROVED Project Sunshine - Richland County Incentive Agreement (6330 : Resolution No.: R-2020-101 Project Sunshine)

List of Exhibits

Exhibit A – Land

Exhibit B – Rail Land

Exhibit C – Expansion Land

Exhibit D – City of Columbia Water and Wastewater Treatment Letter

Exhibit E – Norfolk Southern Rail Letter

Exhibit F –Telecom Letter

Exhibit G – Richland County Zoning Letter

Exhibit H – State Grant Letter

Exhibit I – readySC™ Letter

Exhibit A - Land

Attachment: APPROVED Project Sunshine - Richland County Incentive Agreement (6330 : Resolution No.: R-2020-101 Project Sunshine)

Exhibit B – Rail Land

Attachment: APPROVED Project Sunshine - Richland County Incentive Agreement (6330 : Resolution No.: R-2020-101 Project Sunshine)

Exhibit C – Expansion Land

Attachment: APPROVED Project Sunshine - Richland County Incentive Agreement (6330 : Resolution No.: R-2020-101 Project Sunshine)

Exhibit D – City of Columbia Water and Wastewater Treatment Letter

Attachment: APPROVED Project Sunshine - Richland County Incentive Agreement (6330 : Resolution No.: R-2020-101 Project Sunshine)

Exhibit E – Norfolk Southern Rail Letter

Attachment: APPROVED Project Sunshine - Richland County Incentive Agreement (6330 : Resolution No.: R-2020-101 Project Sunshine)

Exhibit F – Telecom Letter

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Exhibit G – Richland County Zoning Letter

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Exhibit H –State Grant Letter

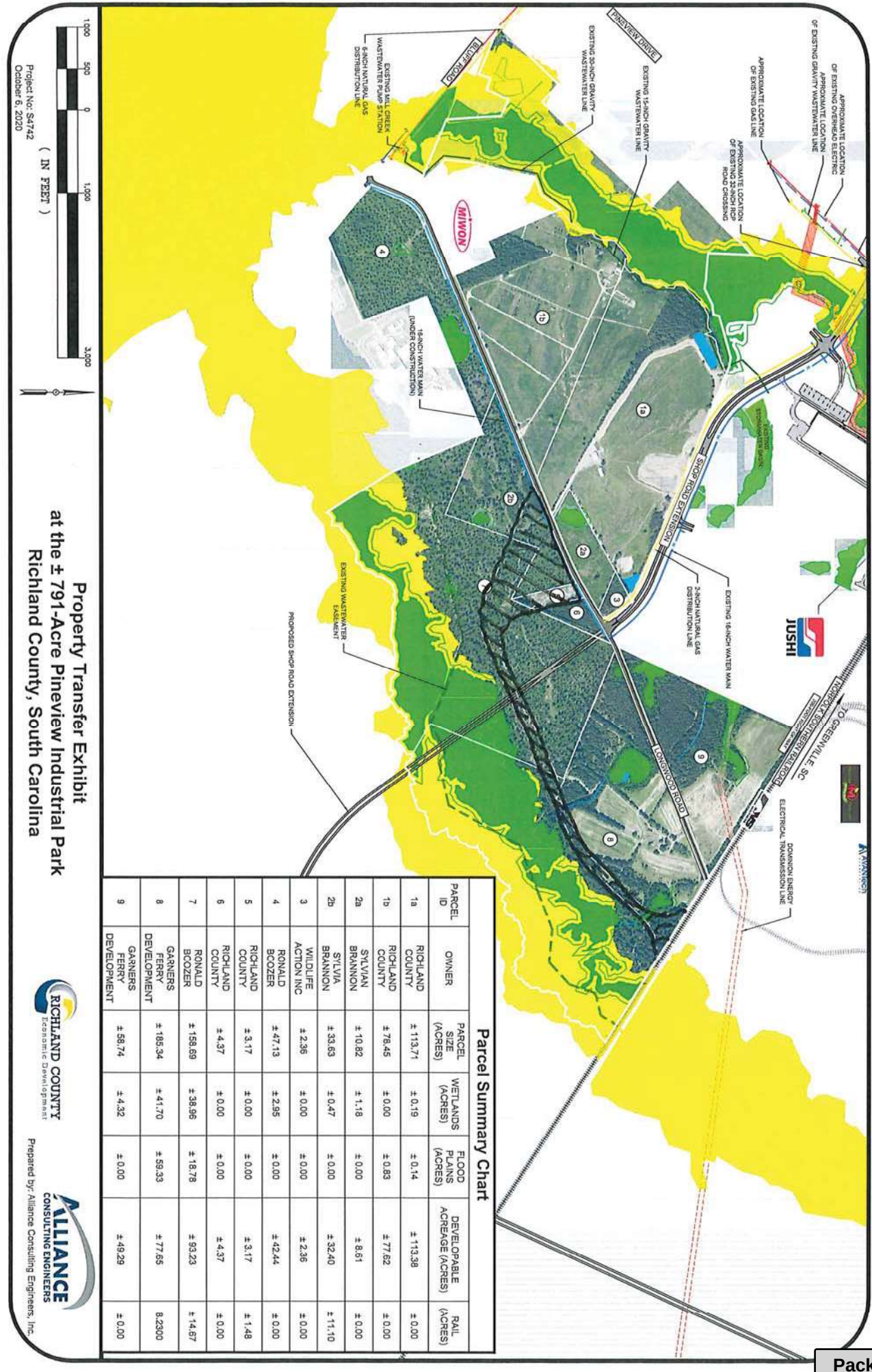
Attachment: APPROVED Project Sunshine - Richland County Incentive Agreement (6330 : Resolution No.: R-2020-101 Project Sunshine)

Exhibit I –ReadySC Letter

4833-2426-5421 v.6

Attachment: APPROVED Project Sunshine - Richland County Incentive Agreement (6330 : Resolution No.: R-2020-101 Project Sunshine)









PO Box 147 | Columbia, SC 29217 | (803) 733-8682

November 3, 2020

Project Sunshine, c/o Mr. Robert Boehringer
 Managing Director, Global Location and Expansion Services
 KPMG LLP
 1601 Market Street
 Philadelphia, PA 19103

RE: Water and Sanitary Sewer Service for Project Sunshine 2020
 Pineview Industrial Park, Richland County

Dear Mr. Boehringer:

This letter is provided on behalf of your client in response to the request for water and sewer service to the proposed Project Sunshine 2020 to be located in the Pineview Industrial Park near the intersection of Shop Road Extension and Longwood Road. The City of Columbia (dba Columbia Water) has the capacity and is committed to providing water and sanitary sewer service to this parcel and proposed project. To demonstrate this commitment, City Council recently approved the development of a proposed large user water rate, and also an adjusted sewer expansion fee calculation, for non-residential customers consuming in excess of 300,000 gallons per day (gpd). These proposed rates and fees have been used in estimating water and sewer costs for this site. The proposed large user water rate reduces the monthly cost of water service over 14% when compared to existing rates, and the adjusted method of calculating sewer expansion fees reduces this fee by approximately 79% when compared to the current method of sewer expansion fee calculation. We trust that these actions to reduce the water rates and sewer expansion fee show our enthusiasm for this proposed project.

Columbia Water has two abundant sources of water supply, Lake Murray and the Columbia Canal along the Broad River. Our current average water demand is 60 million gallons per day (mgd) for the approximately 140,000 accounts serving nearly 400,000 residents of the Columbia metropolitan area. Our modern water treatment facilities have a combined treatment capacity of 159 mgd. The Columbia Canal Water Treatment Plant, which serves as the primary supply for the Pineview Industrial Park, has a design capacity of 84 mgd and produces an average of only 30 mgd, with ample reserve capacity to serve a large customer such as Project Sunshine. There is also an interconnection with the Lake Murray Water Treatment Plant that can provide limited supply to the Canal plant if needed.

We have been planning and installing infrastructure to serve the Pineview Industrial Park for several years, and the result of this advanced work is a well-developed, robust network of water supply

ColumbiaSCWater.Net



pipng to serve the site. There is a 16-inch water main in the Shop Road Extension right-of-way, as well as a 16-inch water main currently under construction in the Longwood Road right-of-way providing water service availability. Project Sunshine will be responsible for design and construction of water infrastructure on the project site, as well as connection to the existing water main(s) as necessary. This connection(s) will include road boring, main tapping, and installation of a meter pit(s) by a Columbia Water approved contractor. Project Sunshine will also be responsible for purchasing the water meter(s) from Columbia Water. It is our understanding that the build-out demand for the industry is 3 million gallons per day (mgd) at a consistent rate (no peak), and this supply volume is readily available. Applying the proposed large user rate, we estimate the monthly cost of water service to be approximately \$436,000 at this demand.

We also take great pride in our excellent finished water quality. Our 2019 annual Water Quality Report is attached for information and provides a representation of the system water quality that will be provided to this site. We analyze our finished water, both at the treatment plants and in the distribution system, more frequently than required by regulatory authorities and are proud of our excellent compliance record. Our treatment plants also routinely receive awards for providing optimized treatment that goes beyond minimum water quality standards.

Wastewater service is also currently available to the site at the requested capacity. There is a 15-inch gravity sewer main at the western side of the proposed site providing sewer availability, which connects to a 30-inch gravity main leading to one of our major pumping stations. From there, wastewater is conveyed via force main directly to our Metropolitan Wastewater Treatment Plant, located approximately four miles from the Pineview Industrial Park. It is our understanding that the build-out demand for the proposed industry is 2 mgd at a consistent discharge rate. The estimated monthly cost of sewer service at this proposed demand is approximately \$584,000. A sample utility bill showing the estimated monthly charges for water service at 3 mgd and sewer service at 2 mgd is attached for information.

The Metropolitan Wastewater Treatment Plant discharges highly treated effluent into the Congaree River south of the City of Columbia. This modern, award winning treatment facility has a maximum permitted treatment capacity of 60 mgd, and sees an average daily flow of approximately 35 mgd from the approximately 63,000 wastewater accounts we serve. As with the water capacity, there is ample hydraulic capacity at the wastewater treatment plant to serve the proposed project.

The City of Columbia does not charge a water impact fee, but does collect a sewer expansion fee based on a customer's estimated use of sewer system capacity. As previously mentioned, we have developed a proposed wastewater expansion fee reduction that would allow large users to be provided a reduced expansion fee for capacity above 300,000 gpd. The estimated expansion fee at the proposed 2 mgd demand is \$3,680,000, which represents an approximately 79% reduction from the existing method of sewer expansion fee calculation.

It is anticipated that an industrial user with a wastewater flow of this magnitude and wastewater constituents as described in the Project Sunshine specifications would pursue some type of wastewater pretreatment. The quantity of BOD (3200 mg/L) provided from this one facility alone, if not reduced by pretreatment, could utilize approximately 80% of the BOD treatment capacity at the Metropolitan Wastewater Treatment Plant. With a flow this large, other wastewater constituents may be present in quantities that would require limits as we identify their overall impact on the wastewater treatment facility. The estimated surcharge fee for BOD at \$0.20 per pound in excess of the City's limit of 300 mg/L is \$9,700 per day. Columbia Water would welcome additional information regarding Project Sunshine's wastewater flow, and we stand ready to work with this

November 3, 2020

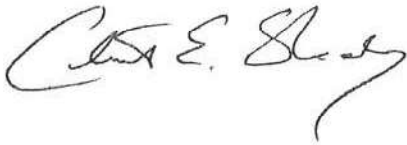
potential industrial customer to find solutions to its wastewater treatment needs. TSS levels at 175 mg/L would not exceed the City's limit of 300 mg/L for surcharge calculation purposes, therefore there is no anticipated monthly sewer surcharge due to TSS. TDS levels are not regulated by the City at this time, therefore there would not be a monthly surcharge for TDS.

This letter is provided for informational purposes and does not guarantee any level of service. However, Columbia Water is committed to working with Richland County and the proposed Project Sunshine to provide the requested water and wastewater service and ensuring that the permitting and approval processes for this provision is seamless. Please find attached a summary of the anticipated water and sewer utility permitting and application process for your project. Annexation into the City of Columbia will not be required as a condition to obtaining water or sewer service within the Pineview Industrial Park, including to Project Sunshine.

Columbia Water agrees to waive all water and sewer administrative fees associated with Project Sunshine. As stated previously, Project Sunshine shall be responsible for the actual costs for connection to the water and sewer systems. In addition, payment of the sewer plant expansion fee, calculated for large users over 300,000 gpd and quoted in this letter, shall be required.

We look forward to working together as this project advances. Please let me know if you have any questions or need additional information.

Very truly yours,



Clint E. Shealy, P.E.
Assistant City Manager, Columbia Water

Attachments

cc: Ms. Tiffany Harrison, Deputy Director, Richland County Economic Development
Mr. Joey Jaco, Director of Utilities, Columbia Water
Mr. Ryan Coleman, Director Economic Development, City of Columbia



Este informe contiene información muy importante sobre el agua que usted toma. Para obtener una versión de este documento en español, visite www.colaccr-esp.com.

CITY OF COLUMBIA 2019 WATER QUALITY REPORT

PUBLIC WATER SYSTEM 4010001 • COLUMBIA, SC • COLUMBIA WATER

The Customer Meter Upgrade Project is Rolling Along!

Columbia Water's new advanced meter upgrade project hit a milestone when it surpassed 40,000 new meter installations in May 2020. More than 150,000 meters will be installed in multiple stages over the next three years. This project will provide customers with fewer estimated bills, real-time alerts about possible leaks, and the ability to better manage water use.

If you don't have a new meter yet, you can visit gis.columbiasc.gov/ami/ to see if your house or business is on the upcoming schedule. If it hasn't been scheduled yet, please check back at a later time.

If you have a new meter, please download our Eye on Water app that allows you to track your water usage in real time and set up leak notifications. Go to columbiascwater.eyeonwater.com/signin for more details.

Columbia Water Addresses Taste and Odor Concerns Caused by MIB/Geosmin

In the summer and early fall of 2019, Lake Murray experienced an unprecedented algal bloom resulting in much-higher-than-normal levels of the compounds geosmin and methylisoborneol (MIB). The compounds produce an earthy taste and odor that, although not a health concern, can sometimes be difficult to eliminate in drinking water.

Since then, Columbia Water has taken steps to deal with the issue head-on. This includes modifying the carbon feed system piping at the Lake Murray Treatment Plant to accommodate simultaneous feeds at multiple injection points. Carbon is effective in treating taste and odor concerns, and multiple injections points will allow plant operators to more effectively add it to the treatment process.

Operating staff are also performing daily threshold odor tests to attempt to detect unusual scents at various treatment stages in the plant. If any unpleasant odors are detected in the filtered or finished water, the carbon dosage can be changed quickly to remove additional by-products that may be entering the plant.

First Clearwell at Canal Plant Completed

Columbia Water's Canal Plant has been undergoing the construction of two new finished water storage tanks, commonly called clearwell tanks. The first of the two was completed in late 2019 and was put into service in 2020. The clearwell tanks will each hold five million gallons of water, enough to fill nearly eight Olympic-sized swimming pools. The total construction cost of the project is \$44.4 million. The second clearwell is projected to be complete late 2020/early 2021.



Columbia Water is on Instagram!

In spring of 2019, Columbia Water launched its Instagram page, adding yet another social media channel to provide information to our customers. Columbia Water now can be found on Instagram, Facebook and Twitter – we are **ColumbiaSCWater** on all three!

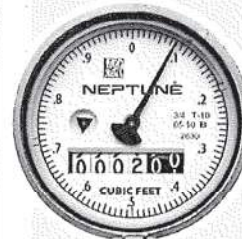
COVID-19 Response

The safety of your drinking water is our number one priority. Customers can be assured that our water is safe to drink. Our standard disinfection and treatment practices are very effective for inactivation and removal of viruses, including COVID-19. For more information, visit our website at www.columbiascwater.net/covid19. For regular updates on COVID-19, visit the SCDHEC website at www.scdhec.gov/COVID19.



For additional information:

City of Columbia Water Quality
Complaints, Billing, & Customer
Care Center
803-545-3300
customer care@columbiasc.gov
columbiascwater.net/customer-care
SC DHEC - Bureau of Water
803-898-4300
National Lead Information
Clearinghouse
800-424-LEAD
Consumer
Product Safety
Commission
800-638-2772



Your water meter should be located in your front or side yard along the public right-of-way. It can be used to help you find leaks. **Have you located yours?**

Packet Pg. 521

CITY OF COLUMBIA 2019 WATER QUALITY REPORT



What is in Columbia's Drinking Water?

The City of Columbia's drinking water met all state and federal requirements during 2019. The City's SC DHEC-certified laboratory performs more than 200,000 analyses each year to ensure that the water the City supplies to its customers meets all US EPA and SC DHEC standards. Additional analyses are performed by SC DHEC, the state agency that regulates and oversees public water systems. Samples are tested at every stage of the treatment process and at hundreds of points throughout more than 2,400 miles of pipeline that make up the City's distribution system. The source of Columbia's drinking water is surface water taken from the Broad River (via the Columbia Canal) and Lake Murray.

Substance	Highest Level Allowed (MCL)	Detected Level	Range of Detection	Coal (MCLG)	Violated	Year Sampled	Source of Contaminant
INORGANIC COMPOUNDS							
Lead	15 ppb (Action Level)	3.8 ppb (90th%) 0-15 ppb (range)	None of the 50 sites sampled exceeded the action level	0	None	2017	Corrosion of household plumbing systems & naturally occurring in the environment (1)
Copper	1.3 ppm (Action Level)	0.096 ppm (90th%) 0-0.45 ppb (range)	No sites exceeded the action level	1.3	None	2017	Corrosion of household plumbing systems & naturally occurring in the environment
Fluoride	4 ppm	0.54 ppm	0.51-0.54 ppm	4 ppm	None	2019	Naturally occurring in the environment by erosion of natural deposits and added at the treatment plants as an aid in preventing tooth decay
Nitrate/Nitrite (as Nitrogen)	10 ppm	0.41 ppm	0.00-0.41 ppm	10 ppm	None	2019	Runoff from fertilizer use, leaching from septic tanks, sewage, erosion of natural deposits
Chlorite (Lake Plant)	1 ppm	0.476 ppm	0.000-0.476 ppm	0.8 ppm	None	2019	By-product of drinking water disinfection
Chlorite (Canal Plant)	1 ppm	0.675 ppm	0.066-0.675 ppm	0.8 ppm	None	2019	By-product of drinking water disinfection
Barium	2 ppm	0.24 ppm	0.00-0.24 ppm	2 ppm	None	2019	Discharge of drilling waste, discharge from metal refineries, erosion of natural deposits
ORGANIC COMPOUNDS							
Total Trihalomethanes (THMs)	80 ppb (LRAA - Locational Running Annual Average)	28 ppb (LRAA)	14.6-36.2 ppb	0	None	2019	By-product of drinking water chlorination; formed when chlorine reacts with organic matter
Haloacetic Acids (HAAs)	60 ppb (LRAA)	34 ppb (LRAA)	10.6-36.2 ppb	0	None	2019	By-product of drinking water chlorination; formed when chlorine reacts with organic matter
Total Organic Carbon (TOC)	TT (35% or 45% removal, depending on source water TOC)	The TT requirement for TOC requires the running annual average of the TOC removal percentage achieved to be at least as great as the TOC removal percentage required. Compliance is judged quarterly, and the City met the requirement for all four quarters in 2019.		N/A	None	2019	Naturally present in the environment
MICROORGANISMS							
Turbidity (Lake Plant)	<0.3 NTU TT	0.07 NTU - Highest single measurement 100%-Lowest monthly percentage meeting standard		N/A	None	2019	Naturally occurring in the environment
Turbidity (Canal Plant)	<0.3 NTU TT	0.09 NTU - Highest single measurement 100%-Lowest monthly percentage meeting standard		N/A	None	2019	Naturally occurring in the environment
Total Coliform Bacteria	Presence of coliform bacteria in <5% of monthly samples	3.0% (Highest monthly percentage positive)	0.0-3%	0	None	2019	Naturally occurring in the environment
DISINFECTANTS							
Chloramine (ppm)	4 ppm	2.2 ppm (Highest quarterly average)	1.8-2.5 ppm	4 ppm (MRDLG)	None	2019	Water additive to control microbial growth
Chlorine Dioxide (ppb) (Lake Plant)	800 ppb (MRDL)	238 ppb	0-238 ppb	800 ppb (MRDLG)	None	2019	Water additive to control microbial growth
Chlorine Dioxide (ppb) (Canal Plant)	800 ppb (MRDL)	666 ppb	0-666 ppb	800 ppb (MRDLG)	None	2019	Water additive to control microbial growth

(1) If present, elevated levels of lead can cause serious health problems, especially for pregnant women, young children, and infants who drink formula made with tap water. Lead in drinking water is primarily from materials and components associated with service lines and home plumbing. The City of Columbia is responsible for providing high quality drinking water but cannot control the variety of materials used in plumbing components. When your water has been sitting in your pipes for several hours, you can minimize the potential for lead exposure by flushing your tap for 30 seconds to 2 minutes before using water for drinking or cooking. If you are concerned about lead in your water, you may wish to have your water tested. Information on lead in drinking water, testing methods, and steps you can take to minimize exposure is available from the Safe Drinking Water Hotline at 800-426-4791 or online at www.epa.gov/safewater/lead. City of Columbia water customers can call 803-545-3300 to find out about free lead testing.

DEFINITIONS OF TERMS IN TABLE

Action Level – The concentration of a contaminant which, if exceeded, triggers treatment or other requirements which a water system shall follow.

Detected Level – The concentration of a substance detected in a water sample. The detected levels specified in the table are the highest levels detected.

LRAA (Locational Running Annual Average) – An average at each sample point for four quarters.

MCL (Maximum Contaminant Level) – The highest level of a contaminant allowed in drinking water.

MCLG (Maximum Contaminant Level Goal) – The level of a contaminant in drinking water below which there is no

known or expected risk to health. MCLGs allow for a margin of safety.

MRDL (Maximum Residual Disinfectant Level) – The highest level of a disinfectant allowed in drinking water.

MRDLG (Maximum Residual Disinfectant Level Goal) – The level of a drinking water disinfectant below which there is no known or expected risk to health.

N/A (Not Applicable) – Does not apply.

NTU (Nephelometric Turbidity Unit) – Units of measure to indicate water clarity.

ppb (parts per billion) – One part in a billion parts (equivalent to one penny in \$10,000,000).

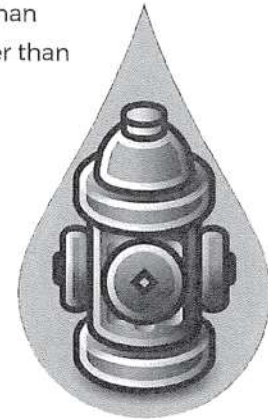
ppm (parts per million) – One part in a million parts (equivalent to one penny in \$10,000).

TT (Treatment Technique) – A required process intended to reduce the level of a contaminant in drinking water.

90th% (90th Percentile) – The value for which 90% of the results are lower.

< Less than

> Greater than



Columbia Water regularly flushes fire hydrants to keep water moving through the system and to improve water quality.

Want to receive boil water alerts and advisories from Columbia Water? Residents can sign up to receive notices for their area at: www.ColumbiaSC.net/911/Citizens-Alerts.

SC DHEC has completed

a comprehensive water assessment report on the Broad River Diversion Canal (also referred to as the Columbia Canal) and Lake Murray. These Source Water Assessment reports are available and can be viewed at

1136 Washington Street or
by contacting **803-545-3300**.

INFORMATION ABOUT YOUR DRINKING WATER

Drinking water, including bottled water, may reasonably be expected to contain at least small amounts of some contaminants. The presence of contaminants does not necessarily indicate that water poses a health risk. More information about contaminants and potential health effects can be obtained by calling the **US EPA's Safe Drinking Water Hotline (800-426-4791)**.

The sources of drinking water (both tap water and bottled water) include rivers, lakes, streams, ponds, reservoirs, springs, and wells. As water travels over the surface of the land or through the ground, it dissolves naturally occurring minerals and radioactive material, and can pick up substances resulting from the presence of animals or from human activity.

Contaminants that may be present in source water include:

- Microbial contaminants, such as viruses and bacteria, which may come from sewage treatment plants, septic systems, agricultural livestock operations, and wildlife.
- Inorganic contaminants, such as salts and metals, which can be naturally occurring or result from urban stormwater runoff, industrial or domestic wastewater discharges, oil and gas production, mining, or farming.
- Pesticides and herbicides, which may come from a variety of sources such as agriculture, stormwater runoff, and residential uses.
- Organic chemical contaminants, including synthetic and volatile organics, which are by-products of industrial processes and petroleum production and can also come from gas stations, urban stormwater runoff, and septic systems.
- Radioactive contaminants, which can be naturally occurring or be the result of oil and gas production and mining activities.

In order to ensure that tap water is safe to drink, the US EPA prescribes regulations that limit the amount of certain contaminants in water provided by public water systems. Food and Drug Administration regulations establish limits for contaminants in bottled water, which must provide the same protection for public health.

Some people may be more vulnerable to contaminants in drinking water than the general population. Immuno-compromised persons, such as persons with cancer undergoing chemotherapy, persons who have undergone organ transplants, people with HIV/AIDS or other immune system disorders, some elderly, and infants, can be particularly at risk from infections. These people should seek advice about drinking water from their health care providers. EPA/CDC guidelines on appropriate means to lessen the risk of infection by *Cryptosporidium* and other microbial contaminants are available from the **Safe Drinking Water Hotline 800-426-4791**. Testing since 1994 has revealed no signs of *Cryptosporidium* in Columbia's treated water.

City of Columbia water customers can call **803-545-3300** for more information about water testing or to have your home water tested by our laboratory staff.

CITY OF COLUMBIA 2019 WATER QUALITY REPORT

Secondary Drinking Water Parameters

Some parameters, listed in the table to the right, affect the taste, odor, and hardness of our drinking water. Because these parameters of water do not impact a person's health, the US EPA has established secondary maximum contaminant levels (SMCLs) that are non-enforceable, recommended guidelines. The City meets these guidelines in addition to the regulations set forth by the US EPA.

Non-Regulated Parameters

The City also collects information about additional parameters that are not regulated by the US EPA. While these parameters do not impact a person's health, they may be useful for those using water for specialized purposes like brewing, or maintaining equipment like chillers and boilers.

For More Information

Customers who need additional water quality information can contact Ketki Sheth, Water Works Laboratory Manager, at Ketki.Sheth@columbiawc.gov or 803-733-8211.

US EPA REGULATED SECONDARY DRINKING WATER PARAMETERS

Parameter	Units	SMCL	Range	Average	Noticeable effects above the MCL
Chloride	ppm	250	4.09-13.97	10.66	salty taste
Color	Color units*	15	0.00-20	0.05	visible tint
Iron (Total)	ppb	300	25-50.3 ppb	48 ppb	rusty color; sediment; metallic taste; reddish or orange staining
Manganese	ppb	50	2.00-10.8	5.8	black to brown color; black staining; bitter metallic taste
pH	s.u.**	TT	7.4-8.4	7.9	<i>low pH</i> : bitter metallic taste; corrosion <i>high pH</i> : slippery feel; soda taste; deposits
Sulfate	ppm	250	14-27 ppm	20	salty taste
Total Dissolved Solids (TDS)	ppm	500	23-96 ppm	70	hardness; deposits; colored water; staining; salty taste

* A standard scale that was developed for measuring color intensity in water samples.

** Standard Unit (s.u.); pH is measured on a logarithmic scale, ranging from 0 to 14 s.u., with 7 s.u. being neutral pH.

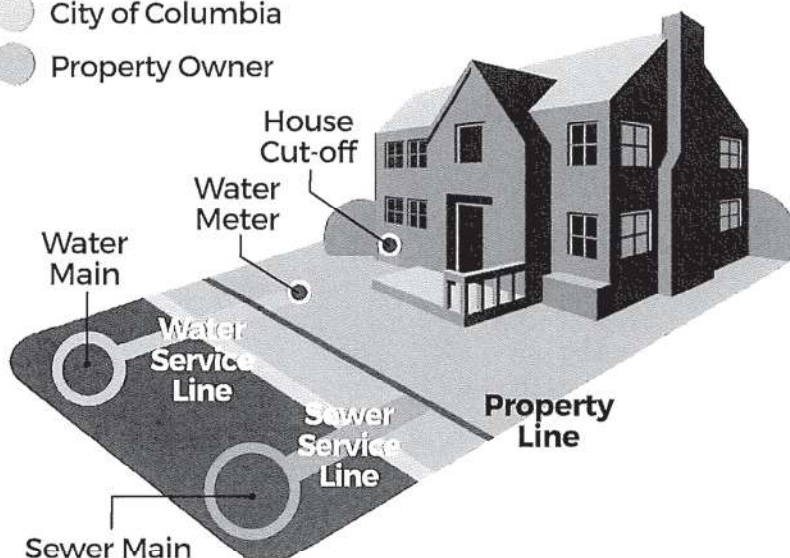
2019 ADDITIONAL NON-REGULATED PARAMETERS

Parameter	Units	Range	Average
Sodium	ppm	8 - 11	9.5
Calcium	ppm	6.00 - 13.38	10.39
Magnesium	ppm	1.69 - 2.20	1.90
Total Hardness (CaCO ₃)	ppm	17 - 44	34
Total Alkalinity	ppm	16 - 29	23
Total Phosphate	ppm	0.51 - 1.08	0.85

Water & Sewer Line Responsibility

The image below shows which portions of a customer's water and sewer service are the responsibility of Columbia Water and which are the responsibility of the property owner. **Columbia Water cannot repair private lines.**

- City of Columbia
- Property Owner



The property owner owns and is responsible for maintaining:

- The water service line running between the meter and the building
- All plumbing attached to the water service line
- And the sewer service line up to the property line

Columbia Water owns and maintains:

- The water main
- The water service line running to the meter
- The meter box
- The meter
- The sewer service line from the property line to the sewer main
- And the sewer main



**KNOWLEDGE
ON TAP**

If there is a problem with any any of these, contact the City at 803-545-3300, and we will address it.



CITY OF COLUMBIA
WATER CUSTOMER SERVICE
1136 WASHINGTON STREET
COLUMBIA, SC 29201-3224
(803) 545-3300

ACCOUNT NUMBER		PREVIOUS BALANCE
SERVICE ADDRESS		PAYMENTS
BILL DATE	DUE DATE	TOTAL NET ADJUSTMENT
TOTAL DUE NOW		BALANCE FORWARD
1,020,921.86		0.00
		TOTAL NEW CHARGE

16.b

ANNUAL WATER QUALITY REPORT

The most recent City of Columbia water quality report is always available online at www.COLACCR.com. To request a paper copy, call (803) 545-3300.

4429 1 AV 0.386

P:4429 / T:18 / S1:1 / S2:0



WATER CONSUMPTION HISTORY



Billing Summary: PROPERTY LOCATED - OUTSIDE CITY

CHARGE DESCRIPTION	SERVICE PERIOD	DAYS OF SERVICE	METER NUMBER	PREVIOUS READING	PRESENT READING	READING TYPE*	READING USAGE	READING UNIT	BILLED USAGE (CCF)	USAGE A YEAR AGO (CCF)	CHARGE
Commercial Water						'A	121992	CCF			436641.65
Commercial Sewer						'A	81328	CCF			584280.21
Total New Charges											1,020,921.81

1 CCF = 100 cubic feet = 748 Gallons
1 KGAL = 1.337 CCF = 1000 Gallons

The 2019 Water Quality Report is now available online at www.ColaCCR.com.

*A = ACTUAL *E = ESTIMATE
PAGE: 1 OF 1

▼ Please return this portion with your bill ▼



CITY OF COLUMBIA
WATER CUSTOMER SERVICE
1136 WASHINGTON STREET
COLUMBIA, SC 29201-3224
(803) 545-3300

ACCOUNT NUMBER	DUE DATE	TOTAL DUE
		1,020,921.86

1. Please show amount of payment \$ _____
2. Please write account number on check
3. Make check payable to : City of Columbia

See Reverse side for more information



CITY OF COLUMBIA
PO BOX 7997
COLUMBIA SC 29202-7997



Water and Sewer Utility Development Review and Submittal Process

Any new project requires coordination between the Developer, the Consulting Engineer, the City of Columbia, and the Contractor, and each have specific duties to carry out for the project's success.

- The developer needs to hire an engineer to draft and design utility drawings for water and sewer connection into the City's utility system.
- The developer is required to provide a completed Capacity Assurance Program (CAP) application for wastewater flow capacity analysis. This form can be found at <https://columbiawater.net/about-wastewater/capacity-assurance-program/>.
- The developer is required to provide a completed Industrial Pretreatment Program Wastewater Discharge Application. This form can be found at <https://columbiawater.net/about-wastewater/industrial-pretreatment/>.
- The engineer will submit the utility drawings to the city for review. For outside city projects, the submittal will be made to Engprojects@columbiawater.net
 - The submittal should include the following:
 - Pdf copy of plans
 - A short cover letter for connection or construction plan review
 - All necessary encroachment permits. Encroachment permits must be in the City's name as permittee.
 - All necessary off-site easement plats
 - A completed Utility Review Checklist (see attached) – can also be found on our website at <https://columbiawater.net/new-redevelopment/>
 - A complete Delegated Construction Permit Package (applicable for construction projects)
- The City's Utility Review Manager will review the drawings and consult with the engineer for any questions/revisions. Once all issues are resolved, the Utility Review Manager will issue an approval in the form of a letter referred to as the Project Approval Letter.
 - Copies of the Project Approval Letter will be sent to the consulting engineer and developer. PLEASE READ the Project Approval Letter and follow the provisions outlined.
- The developer must send back the signed Agreement to Comply issued with the approval letter.
- The developer will need to hire an approved contractor from the city's Approved Contractor's List to complete both the water and sewer connections (see attached list).
 - The developer is also responsible for installing and maintaining all individual services on the off-site and on-site mains until the City water meter is installed.
 - Repairing any damage to the system at his/her own expense until the City water meter is installed. This can include, but is not limited to, paying an additional new tap fee.
 - Reporting all field changes to the Columbia Water's Utility Inspector for approval.
 - Conducting final inspections of the system through the Consulting Engineer.
 - The Columbia Water's Utility Inspector then performs an inspection on behalf of the City to ensure compliance with regulations and approved plans.



- After all the field work is complete that will be deeded over to the city, the engineer must prepare record drawings for the developer to submit to the City.
- The record drawings submittal must be made to Engprojects@columbiasc.gov. Detail steps and information on the review process and the Record Drawing Checklist can be found on our website at <https://columbiascwater.net/business-resources/record-drawing-application-process/>
 - See attached Record Drawing Checklist – 1st page outlines the required items for submittal.
 - During this process, the engineer will work with the City's Engineering Administration & Real Estate Division to draft a water and sanitary sewer deed (for the city to take ownership of both connections).
 - This process will also include Real Estate drafting a Declaration of Covenant due to the property being outside city limits (see sample attached)
- After the Record Drawing review is complete and upon receipt of the Record Drawings originally signed documents, forms and approval of the necessary tests, the City will issue a letter accepting ownership, operation and maintenance of the utility system. This letter, along with test results, will be forwarded to the Engineer of Record.
- After receipt of the O&M, the developer will need to contact Special Services for the project's quote of water and sanitary sewer fees and make a formal request to pay fees.
- Special Services will complete the service agreement contract (application for new service) and send over to the owner for signature (see sample attached).
- After Special Services receives the signed service agreement contract, the account is created for billing and the service order is created releasing the fire protectus meter to the city approved contractor for installation. Billing begins approximately 30 days after meter is installed.

Detailed information about the various reviews, roles and duties for the developer, engineering, City of Columbia and contractor, etc. can also be found in our Developer's Guide to Columbia Water: Water & Sewer Services found at the following link <https://columbiascwater.net/new-redevelopment/>.



Norfolk Southern Corporation
1201 Main Street, Suite 1980
Columbia, SC 29201
803-748-1284
803-748-1297 FAX

Brian E. Gwin
Industrial Development Manager
begwin@nscorp.com

Project Sunshine, c/o Mr. Robert Boehringer
Managing Director, Global Location and Expansion Services
KPMG LLP
1601 Market Street
Philadelphia, PA 19103

Subject: Project Sunshine 2020

Dear Robert,

Norfolk Southern Railways ("NS") is willing to work with the State and Richland County to assist in the location of Project Sunshine 2020 (a/k/a Project "Sunshine") at the Pineview Industrial Park off Shop Road in Columbia. NS has the capacity and is willing to serve Project Sunshine. The Pineview Industrial Park is served directly by NS Railway from our support yard off Shop Road less than two miles from the proposed site. NS currently offers five day per week service in this area and has existing customers at China Jushi and the Cargill pasta plant.

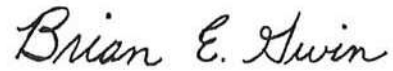
I have seen a conceptual plan dated August 27, 2020, prepared by Alliance Consulting Engineers that shows an approximately 8,000-foot lead track to the proposed site of Project Sunshine 2020. Due to the length of the track, NS will require a run around track that was also depicted. This run around will allow for a safe and efficient service without a long shove move from the mainline and allow the locomotive to escape the track and exit. This lead track will also cross Longwood Road at grade in current plans and appropriate crossing protection will be necessary based on recommendation from SCDOT.

It is my understanding from speaking with the county that it has control over the necessary land to affect the construction of the lead track by an engineer and contractor of the Project Sunshine's choosing. NS will work directly with the selected engineer to expedite review and approval of the plans so construction by the project's general contractor can move expeditiously. Upon approval of the plans, NS will order the mainline switch for delivery to the site and install by NS crews upon completion of Project Sunshine's track. The delivery time for the mainline switch is estimated to be in June of 2021 if we receive acceptable engineering plans and these are approved by the end of 2020. The mainline switch will be purchased and installed without cost to Project Sunshine.

Assuming the completion of the mainline track is completed by the end of May 2021, NS will have the switch installed within 30 days of such completion.

We fully support the location of Project Sunshine 2020 at the Pineview Industrial Park and look forward to working on the project through their next steps.

Sincerely,

A handwritten signature in black ink that reads "Brian E. Gwin". The script is cursive and fluid.

Brian E. Gwin



November 4, 2020

Richland County Economic Development
1201 Main Street, Suite 1110
Columbia, SC 29201
Attn: Tiffany Harrison

Re: Pineview Industrial Park, Columbia, SC.

To Whom It May Concern,

This letter acknowledges that the above referenced is in an area served by AT&T and that data, voice, and video communication service is available. Any service arrangements for this location will be subject to later discussions and agreements between the customer and AT&T.

Thank you for contacting AT&T.

Sincerely,

A handwritten signature in black ink, appearing to read "Hans Mueller".

Hans Mueller
OSP Planning and Engineering Design
Construction & Engineering – Southeast Region

AT&T

1600 Williams St, Columbia, SC 29201
Ofc 803.476.9269 | hm1085@att.com

MOBILIZING YOUR WORLD



Henry McMaster
Governor

SOUTH CAROLINA
DEPARTMENT OF COMMERCE

Robert M. Hitt III
Secretary

October 5, 2020

Jon Bagget
Senior Project Manager
S.C. Department of Commerce
1201 Main Street, Suite 1600
Columbia, South Carolina 29201

Dear Jon:

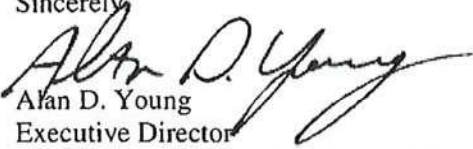
As a follow-up to our telephone conversation Friday morning, based on Project Sunshine's increased job creation commitment of 350 new jobs, Secretary Hitt, as Chairman of the South Carolina Coordinating Council for Economic Development (the "Council"), is willing to recommend approval of an amendment to increase the previously approved grant from \$3.5 million to \$4.5 million.

Please note that funding for this project is contingent on approval by the Council and compliance with the Council's policies and procedures. **The Company must also submit for review financial information showing their capacity to undertake this project.** Only those eligible expenditures directly related to site preparation and infrastructure improvements will be approved for payment. Any cost savings will accrue to the Council.

This funding level is based upon the understanding that Project Sunshine will invest \$300 million and will create 350 new jobs within five years and will maintain such investment and jobs for an additional five years. Please be advised that the company will be required to enter into a performance agreement with the County and the Council. If the company fails to meet the aforementioned investment and job guarantees and/or fails to maintain the investment and jobs, the performance agreement will require the repayment of funds on a pro rata basis. We understand this project is competitive with other states and that without the Council's assistance this project will not locate in South Carolina. **This funding commitment will be valid until December 30, 2020.**

In addition, the Secretary will recommend approval of a grant of \$1.5 million from the LocateSC Fund. These funds must be spent to improve rail access to the site. Together, these two grants bring the State's total commitment to \$6 million for site preparation, rail and infrastructure improvements.

We are glad to assist Project Sunshine with their expansion plans in South Carolina. If we can be of further assistance to ensure the success of this project, please feel free to contact us.

Sincerely,

 Alan D. Young
 Executive Director
 Coordinating Council for Economic Development

cc: Robert M. Hitt, III



September 18, 2020

Tim Hardee
System President

Jon Baggett
Senior Project Manager
SC Department of Commerce
1201 Main Street, Suite 1600
Columbia, SC 29201

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Ex Officio

Dear Mr. Baggett:

readySC™ is pleased that *Project Sunshine* is considering locating its facility in Richland County, South Carolina. The addition of up to 300 jobs, as an original projection is important for the state. This letter will confirm our commitment to provide readySC services to assist the company in recruiting and training for permanent, full-time, direct-hire, production positions that are offering competitive wages and providing health care benefits with a minimum of a 50% employer contribution. The following is an overview of our processes and the services we provide.

Project Management.

readySC will assign an experienced project manager, supported by a team of recruitment and training specialists, to develop a project plan for your company. The plan will include a scope of work, schedule, processes for change management and feedback, and quality assurance processes. The project manager will serve as a liaison between the company, the local technical college, and other local partners to facilitate a successful start-up for *Project Sunshine*.

3-D Training Process to Insure Successful Knowledge and Technology Transfer

Discovery. readySC's project team will begin its work by visiting an existing company site to generate an understanding of the company's specific needs and to work with the company team to develop a project plan to meet those needs. The outcome from the discovery phase will be a mutually agreed upon scope of work that will document the work processes and the knowledge, skills, and abilities needed by the local work force. It will also capture the organization's critical business drivers, workplace culture, and timing requirements.

Design. Based on the information gleaned during the discovery process and *Project Sunshine's* critical feedback, readySC will partner with the organization to develop the training curriculum. Training can be designed to occur in a pre-employment setting, post-employment setting or a combination of the two. This could include, but would not be limited to, online and blended instruction and standard classroom, lab, vendor and workstation training. The training plan will address instructor qualification, technology, training space, laboratories, travel, and other support needed to successfully execute the training plan. This plan will also include advertising through our professional media service, development and all activities required to recruit and assess potential job candidates.



South Carolina State Board of Technical and Comprehensive Education

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Delivery. The project team will develop the resources needed to execute the training plan and deliver all aspects of the training defined in the mutually agreed upon scope of work. This plan will also include all activities required to recruit and assess potential job candidates.

Recruitment, screening and assessment. readySC commits to providing client companies with a workforce that has the right knowledge, skills and abilities to meet entry-level requirements. While *Project Sunshine* will have the final responsibility for selecting employees, readySC is committed to assisting in the recruitment, assessment, and screening of candidates for these jobs. readySC will work with *Project Sunshine* to determine the project's specific hiring needs and timeline during the Discovery phase. readySC will then coordinate with our statewide partners to provide *Project Sunshine* with all eligible recruitment, screening, and assessment services, including but not limited to:

- Screening applications according to *Project Sunshine's* specifications
- The use of the online job board www.SCTechJobs.com
- Working with *Project Sunshine* to schedule the interview of trainees/applicants
- Providing space for interviewing and assessments as necessary

Media placement strategy expertise for recruitment. readySC will provide *Project Sunshine* with the services of a professional media placement firm with specific expertise in job recruitment advertising strategies. readySC will make recommendations and facilitate the deployment of an advertising strategy for open positions. Recruitment advertising strategies differ depending on the specific needs of the clients and will be defined in the mutually agreed upon scope of work. Typically, the strategy may include a mix of such vehicles as traditional print, broadcast, web and social media outlets.

Training space location and up fit. readySC will work with the local technical college and local economic development office to secure space for the delivery of both pre- and post-employment training for *Project Sunshine*. The space will be up-fitted with the appropriate technology and equipment to deliver effective and realistic training, strengthening the bridge from training to workplace.

Curriculum design and development. readySC will provide the services of an experienced curriculum development team to the project. This team will work with *Project Sunshine's* subject matter experts to make systematic decisions about the target audience and learner characteristics of each module, intended outcomes and objectives for the training, required content, best methods for delivery, and proposed evaluation strategies. In addition to development of the curriculum, readySC will manage the reproduction and delivery of customized instructional materials.

Customized pre-employment training. readySC will work with *Project Sunshine* to design and deliver a customized pre-employment training program, including but not limited to such topics as safety, company culture, process overview, quality overview and team development. The actual length of pre-employment training will be determined in the Discovery process and outlined in a mutually agreed upon scope of work. Typically, the length of this training ranges from 12-20 hours in length and is delivered at a twenty to one (20:1) student/trainer ratio.

Structured on-the-job training. readySC will support structured on-the job training by the company for trainees including technology associates and working supervisors to help them reach the requirements for entry-level employees. readySC will support delivery by reimbursing *Project Sunshine* actual instructor salaries, not to exceed \$50/hour (excluding fringe), at a trainee-to-instructor ratio that will be determined in the Discovery phase.

Support for travel. The purpose of readySC's support of travel is to assist in a successful knowledge and technology transfer from an existing location to South Carolina operations. The number and length of trips for training purposes will be defined through the Discovery process. readySC and *Project Sunshine* will define these travel days for each occupation in a mutually agreed upon scope of work.

Successful transfer of knowledge through train-the-trainer. readySC will commit to building internal resources by conducting in-depth train-the-trainer instruction for identified internal subject matter experts. Prior to traveling for structured on-the-job training, individuals must receive train-the-trainer instruction. Internal trainers will gain the skills to successfully transfer the knowledge by increasing their understanding of adult learning styles, effective communication and providing feedback, questioning techniques and presentation skills. This proven approach will help to ensure a successful startup to South Carolina.

Value of readySC™ services. readySC services are provided through state funding at little or no cost to its partner companies. readySC is not a grant program but instead will commit to providing client organizations with the recruiting and training services necessary to build their initial workforce. readySC bases the value of its services by calculating deferred costs for such activities as:

- Development of an advertising strategy
- Preliminary screening and assessment of applicants
- Logistics associated with interviewing candidates
- Coordination and up-fit of appropriate training space
- Recruitment, scheduling and paying instructors
- Developing and designing customized instructional material
- Delivering customized training
- Reimbursing travel expenses associated with the effective transfer of knowledge
- Developing internal training experts through train the trainer
- Providing a dedicated project manager for the entirety of the project

While the value of readySC services is best determined in partnership with the company, based on our current understanding of the project's requirements, we would estimate ready SC's value for *Project Sunshine* at up to \$2000 per employee.

Ultimately, readySC's agreement with *Project Sunshine* will be to provide the right number of employees at the right time with the right knowledge, skills and abilities to meet the staffing requirements determined in the discovery stage of the project.

I hope this letter provides you with the information you need to successfully complete the business model for your company. If you have any additional questions or concerns, please do not hesitate to contact us.

Sincerely,

A handwritten signature in black ink, appearing to read 'BrNeese', followed by a horizontal line.

Brad Neese
Vice President, Division of Economic Development
SC Technical College System

cc: Jeff Ruble, Director, Richland County Economic Development



We Are Columbia

MEETING DATE: November 10, 2020

DEPARTMENT: Columbia Police Department

FROM: William Holbrook, Police Chief

SUBJECT: Council is asked to approve the Destruction of 1,362 Narcotics and Paraphernalia, as requested by the Columbia Police Department's Evidence and Property Unit.

**FUNDING SOURCE &
ORIGINAL BUDGET:**

CLEAN WATER 2020?: No

Narcotics Destruction for 1,362 cases currently being held in the Evidence/Property Unit of the Columbia Police Department.

ATTACHMENTS:

- 2020PCBuyDestruction (PDF)

MEMORANDUM



To: Major R. Hines – Administrative Bureau
From: Ms. Donna Martin – Evidence/Property Unit
cc:
Date: September 25, 2020
Re: Narcotics Destruction

Attached is a list of (1,362) one thousand three hundred and sixty-two narcotic cases (to include paraphernalia) are presently being held in the Evidence/Property Unit. All cases have been disposition for destruction. Please forward through the Chain of Command for approval of destruction.

RECEIVED SEP 28 2020



Attachment: 2020PCBuyDestruction (6284 : 2020 Narcotics Destruction)

2020 PC BUY DESTRUCTION

**The attached list is for 621
PC BUY drugs ready
for destruction**

No	Lab Number	Case Number	Item Description
1	C01-12645	01-12645	(1) Marijuana roach, (1) pk of rolling papers (1) PB w/pm, Plastic container w/57 empty grn PB's, (33) empty clear PB's & (1) pk of rolling papers, (1) blk ashtray
2	C02-39112	02-39112	
3	C03-011	03-1731	(1) rock
4	C03-012	03-1732	(1) rock
5	C03-019	03-03160	(1) PB w/8 rocks
6	C03-037	03-03971	(4) wht tablets
7	C03-040	03-04767	(1) PB w/1 rock (1) PB w/4 grn Pb's w/pm, (3) grn Pb's w/pm, (1) Pb w/14 grn Pb's w/pm & (5) red PB's w/pm
8	C03-060	03-06448	
9	C03-066	03-06554	Container w/4 rocks, (1) Pb w/9 rocks & (1) Pb w/5 rocks & crumbs
10	C03-074	03-06928	(7) PB's w/pm & crown royal bag
11	C03-076	03-07317	(1) Pb w/pm
12	C03-132	03-14428	(1) rock
13	C03-185	03-13498	(1) PB w/pm Blk pouch w/razor, crack pipe, straw, mirror, hair pin, half blue tablet, (2) Pb's w/wht pwdr & (1) Pb w/wht pwdr residue
14	C03-182	03-19242	
15	C03-208	03-21496	(1) Pb w/1 rock
16	C04-073	04-07087	(1) Pb w/1 rock
17	C04-080	04-07047	(1) Pb w/wht pwdr residue, (1) tube w/razor
18	C04-118	04-13245	Container w/2 rocks & crumbs
19	C04-158	04-18115	(1) Sm Pb w/1 rock
20	C04-163	04-18982	(1) Pb w/1 roach rolled cigarette in brn paper
21	C04-230	04-28462	(3) Sm Pb's w/pm, (1) crack pipe & (12) empty Pb's
22	C04-264	04-33554	(1) Pb w/pm residue & (1) empty yellow Pb
23	C04-288	04-38505	(1) rock
24	C04-310	04-42858	(9) Pb's w/wht pwdr & (1) piece of plastic
25	C05-036	05-04018	(1) part smoked HRC in brn paper
26	C05-044	05-06431	(1) Pb w/pm
27	C05-075	05-11572	(1) Pb w/pm & (1) crack pipe
28	C05-093	05-09833	(2) Part smkd HRC's in brn paper
29	C05-169	05-31856	(1) Blue Pb w/pm
30	C05-179	05-34298	Plastic tube w/9 rocks
31	C05-199	05-37442	(1) Pb w/3 rocks
32	C06-021	06-02252	(1) Pb w/pm & loose pm
33	C06-032	06-03763	Pill btle w/19 wht tablets
34	C06-033	06-03911	(2) Sm rocks
35	C06-043	06-05579	Pill btle w/71 org tablets & (3) wht tablets
36	C06-045	06-05720	(1) marijuana plant
37	C06-061	06-09483	(1) Glass crack pipe w/wht residue, (1) glass crack pipe w/flower residue
38	C06-137	06-26788	Crack pipe wrapped in notebook paper
39	C07-016	07-02619	(1) Pb w/1 rock
40	C07-046	07-07443	Beer cap w/3 wht rocks wrapped in paper, wht Cont w/7 rocks and crumb
41	C07-047	07-07694	(1) Pb w/2 rocks
42	C07-050	07-08114	(1) Pb w/5 rocks, (1) Pb w/12 rocks
43	C07-051	07-08436	(1) Pb w/1 rock like sub

44	C07-062	07-09948	(1) Pb w/1 rock
45	C07-065	07-10221	(1) Pb w/1 rock
46	C07-071	07-11683	(1) Pb w/1 rock
47	C07-072	07-11684	(1) Pb w/crushed rock sub
48	C07-086	07-13337	(1) Pb w/1 rock
49	C07-093	07-14470	(1) Pb w/1 rock
50	C07-094	07-14584	(1) Pb w/tootsie roll wrapper w/1 rock
51	C07-097	07-15297	(1) Pb w/1 rock
52	C07-098	07-15298	(1) Pb w/2 rocks
53	C07-104	07-15297	(1) Pb w5 rocks
54	C07-110	07-17140	(1) Pb w/1 rock
55	C07-112	07-17764	(1) Pb w/1 rock
56	C07-119	07-18588	Envelope w/1 rock
57	C07-132	07-21036	(1) Pb w/1 flat rock sub
58	C07-134	07-21543	(1) Pb w/brn leafy sub & (1) Pb w/13 wht capsules
59	C07-139	07-23139	(1) Pb w/1 rock
60	C07-140	07-23140	(1) Pb w/1 rock
61	C07-146	07-24077	Pb w/1 rock
62	C07-153	07-25093	(1) PB w/wht pwdr sub
63	C07-155	07-25365	(1) Pb w/2 rocks & crumbs
64	C07-160	07-26058	(1) Pb w/1 rock
65	C07-161	07-26059	(1) Pb w/1 rock
66	C07-162	07-26060	(1) PB w/2 rocks
67	C07-170	07-27630	(1) Pb w/2 rocks
68	C07-172	07-27630	(1) Pb w/1 rock wrapped in brn paper
69	C07-173	07-28264	Pill btle w/4 wht tablets
70	C07-180	07-29497	Rock sub wrapped in wht plastic
71	C07-183	07-30045	(1) Pb w/pm
72	C07-190	07-30045	(1) Pb w/wht rock sub
73	C07-192	07-30936	(1) Pb w/1 rock
74	C07-198	07-31770	(1) Pb w/10 rocks & crumbs
75	C07-204	07-32660	(1) Pb w/1 rock
76	C07-209	07-33413	(1) Sm envelope w/1 wht rock
77	C07-211	07-33708	(1) Sm Pb w/2 rocks
78	C07-216	07-34297	(1) HRC in brn paper
79	C07-233	07-37299	(1) Pb w/1 wht rock
80	C07-234	07-37300	(1) Pb w/1 rock sub
81	C07-241	07-38188	(1) Pb w/1 rock
82	C07-266	07-40398	(1) foil packet w/pm, (9) empty pink PB's & (2) empty clear Pb's
83	C08-022	08-01861	(1) Pb w/1 rock, (1) Pb w/1 rock
84	C08-024	08-03664	(1) Pb w/1 rock
85	C08-025	08-03643	(1) Pb w/off wht rock like sub, (1) Yellow envelope w/off wht rock like sub
86	C08-039	08-05747	(1) Pb w/pm
87	C08-040	07-38573	Pen holder w/wht pwdr residue
88	C08-043	08-07060	(1) flat piece of rock sub
89	C08-045	08-07827	Sm envelope w/1 rock
90	C08-046	08-07828	Sm envelope w/1 rock

91	C08-049	08-09301	Sm envelope w/crumbled rock sub
92	C08-051	08-09303	Sm envelope w/1 rock
93	C08-054	08-09303	(1) Pb w/wht tissue paper w/2 very sm rocks & crumbs
94	C08-070	08-12068	(1) Pb w/1 rock
95	C08-078	08-12657	(1) Lrg Pb w/crumbled rock sub
96	C08-102	08-16881	(1) Pb w/1 rock
97	C08-103	08-16882	(1) Pb w/2 rocks
98	C08-115	08-20195	(1) Pb w/1 rock
99	C08-116	08-20196	(1) Pb w/1 rock
100	C08-123	08-20709	(2) Pb's w/PM
101	C08-126	08-21482	(1) Pb w/crumbled rock sub
102	C08-127	08-21483	(1) Pb w/1 rock
103	C08-128	08-21840	PM stems
104	C08-131	08-22442	(1) Pb w/1 wht rock sub
105	C08-132	08-22443	Plastic w/PM
106	C08-133	08-22444	(1) Pb w/2 wht rock subs
107	C08-135	08-22717	(1) Pb w/1 rock
108	C08-140	08-23542	(1) Pb w/1 rock
109	C08-145	08-25135	(1) sm grn Pb w/Pm
110	C08-153	08-27282	Grn Pouch w/multi colored pipe, (1) empty bag & blk sock w/1 Pb w/pm
111	C08-156	08-28538	(1) Pb w/1 rock
112	C08-163	08-29992	(1) Pb w/2 flat pieces of rock sub
113	C08-165	08-30256	(1) Pb w/Pm
114	C08-166	08-30256	Grn tube w/16 rocks
115	C08-167	08-31670	(1) Pb w/1 rock
116	C08-168	08-31671	(1) Pb w/1 rock
117	C08-169	08-31672	(1) Pb w/crumbled rock sub
118	C08-180	08-33208	(1) Pb w/Pm & newport cig pk w/7 cigarettes
119	C08-182	08-34890	(1) Pb w/2 rocks
120	C08-192	08-37383	Dig scale w/wht residue & (1) partially smkd HRC w/pm
121	C08-211	08-39498	(1) Pb w/pm
122	C08-212	08-39612	(1) Pb w/1 rock
123	C09-001	08-41759	(1) Pb w/1 rock
124	C09-007	09-0666	Envelope w/1 rock
125	C09-013	09-02087	(1) Pb w/pm
126	C09-026	09-04748	(1) Pb w/pm
127	C09-028	09-05131	(1) Pb w/2 rocks
128	C09-029	09-05433	(1) Pb w/rock sub
129	C09-030	09-05434	(1) Pb w/rock sub
130	C09-031	09-05535	(1) Pb w/2 rocks & crumbs
131	C09-034	09-05658	(1) Pb w/2 rocks & crumbs
132	C09-035	09-05660	(1) Pb w/1 rock
133	C09-037	09-05535	Mirror w/wht pwdr residue, (1) Plate w/wht pwdr residue, (4) razor blades w/wht residue
134	C09-042	09-06266	(1) Pb w/1 rock
135	C09-044	09-05626	(1) Sm Grn Pb w/wht pwdr residue

136	C09-048	09-07096	(1) Pb w/rock sub
137	C09-049	09-07097	(1) Pb w/rock sub
138	C09-050	09-03797	(1) Container w/razor w/wht pwdr residue, (1) Pb w/wht pwdr & (1) Pb w/3 rock subs
139	C09-051	09-03797	(1) Digital scale w/pm residue
140	C09-052	09-07049	Pill btle w/seeds, (1) Pb w/brn leafy sub
141	C09-053	09-07219	(1) Pb w/1 rock
142	C09-054	09-07220	(4) Sm Grn Pb's w/pm
143	C09-060	09-07220	(1) Pb w/trace amt of wht residue
144	C09-071	09-10131	(1) Pb w/1 rock
145	C09-073	09-10646	Box w/1 packing peanuts, (1) lrg Pb w/pm, (2) ankle weights w/pm, brn bag w/loose pm & packing peanuts & (1) Pb w/pm residue, (2) handweights
146	C09-080	09-12197	(1) Pb w/1 rock
147	C09-081	09-12198	(1) Pb w/1 rock
148	C09-082	09-12199	(1) Pb w/1 rock
149	C09-084	09-12837	(6) Pb corners tested positive for heroin
150	C09-085	09-12419	Pb w/rock sub wrapped in newspaper
151	C09-090	09-13034	Blk pouch w/dig scale, prescription btle w/grn leafy sub, Pb w/64 Pb's
152	C09-091	09-03388	(1) Part smkd HRC in brn paper, (1) Pb w/wht pwdr
153	C09-096	09-13932	(1) Pb w/off wht rock like sub
154	C09-097	09-13933	(1) Pb w/off wht rock like sub
155	C09-101	09-14663	(1) Pb w/2 rocks
156	C09-102	09-14766	(22) Pb's w/Pm, (1) lrg Pb w/Pm, (1) red Pb w/pm, (4) Blk Pb's w/pm & (1) Pb w/wht pwdr, (3) dig scales & several empty Pb's
157	C09-110	09-15923	(1) Pb w/rock
158	C09-111	09-15924	(1) Pb w/rock
159	C09-114	09-16660	(2) Pb's w/pm
160	C09-117	09-16868	(1) Pb w/Pm
161	C09-119	09-17403	(1) Pb w/1 wht rock
162	C09-120	09-17508	(1) Pb w/1 wht rock
163	C09-121	09-17509	(1) Pb w/1 wht rock
164	C09-122	09-18018	(1) Pb w/2 Pb's w/pm
165	C09-123	09-18089	(1) Pb w/wht rock
166	C09-124	09-18090	(1) ziplock bag w/Pb w/wht rocks
167	C09-128	09-18754	(1) Pb w/off wht rock
168	C09-129	09-18315	(1) Pb w/wht pwdr sub
169	C09-131	09-20437	(1) off wht rock like sub
170	C09-132	09-20433	(1) Pb w/off wht rock
171	C09-133	09-18319	(1) Pb w/1 rock
172	C09-134	09-20422	(1) Pb w/2 wht rocks
173	C09-136	09-21266	(1) Pb w/grn leafy sub
174	C09-138	09-21774	(1) Pb w/pm
175	C09-139	09-21883	(1) Pb w/rock like sub
176	C09-140	09-21914	(1) ziplock bag w/1 Pb w/3 rocks
177	C09-142	09-21978	(1) Pb w/part smkd hrc in brn paper

178	C09-143	09-22276	(1) Pb w/pm
179	C09-146	09-22439	(1) Pb w/pm
180	C09-149	09-23558	(2) red Pb's w/pm
181	C09-154	09-24807	(1) Pb w/pm
182	C09-166	09-27584	(1) ziplock bag w/1 Pb w/pm
183	C09-174	09-30050	(1) Pb w/2 rocks
184	C09-181	09-31287	(1) Pb w/pm, (1) Pb w/24 wht rocks
185	C09-182	09-31307	(1) Pb w/pm
186	C09-184	09-31760	(1) Container w/45 tablets, (1) sm note pad
187	C09-188	09-31760	(1) wht Pb w/pm, (1) red Pb w/1 purple pill
188	C09-189	09-32575	(1) Pb w/pm
189	C09-194	09-23558	(1) Pb w/pm
190	C09-195	09-33113	(1) Btle w/pm
191	C09-197	09-33193	(1) HRC in brn paper
192	C09-207	09-35736	(1) Pb w/rocks
193	C09-208	09-35871	(4) Pb's w/pm (1) multi colored baby peace symbol sock change purse w/pm & (1) glass pipe
194	C09-211	09-36507	pipe
195	C09-212	09-30243	(1) Pb w/26 sm pb's w/pm
196	C10-005	10-0360	(1) Pb w/1 Pb w/crushed rocks
197	C10-010	10-0643	Sm amt of Pm
198	C10-011	10-0813	(1) Pb w/misc rocks w/crushed rocks
199	C10-012	10-0945	(1) Pb w/1 Pb w/pm
200	C10-013	10-0946	(1) Pb w/crushed rock
201	C10-019	10-02297	Pb w/wht rock like sub
202	C10-024	10-02578	(1) Part smkd HRC in wht paper w/pm
203	C10-029	10-03589	(2) Pb's w/off wht rock objects
204	C10-030	10-02477	(1) Brn paper bag w/pm
205	C10-032	10-03961	(1) Pb w/12 wht rocks
206	C10-033	10-03880	(1) Pb w/pm
207	C10-034	10-03938	(1) HRC in brn paper w/pm
208	C10-035	10-04051	(1) Pb w/1 pink Pb w/2 stems and Pm residue
209	C10-036	10-04124	(1) Sm pb w/pm
210	C10-048	10-05216	(1) Envelope w/1 Pb w/pm
211	C10-049	10-05626	(1) Sm pb w/pm
212	C10-050	10-05601	(1) Piece of paper w/pm
213	C10-052	10-05757	(2) Pb's w/pm
214	C10-056	10-06537	(1) Pb w/pm
215	C10-057	10-06609	(1) Pb w/15 rock like subs
216	C10-072	10-08851	Tube w/1 rock
217	C10-075	10-09652	(1) Pb w/pm
218	C10-078	10-09927	(1) Sm Pb w/pm
219	C10-079	10-10656	(1) Pb w/wht pwdr residue & (2) empty pieces of plastic
220	C10-082	10-11241	(1) Pb w/5 yellow pills
221	C10-088	10-11935	(1) napkin w/cookie shaped yellow sub
222	C10-090	10-12560	(1) Pb w/pm
223	C10-092	10-12593	(1) Glass pipe, silver grinder, prescription btle w/pm

224	C10-097	10-13089	(1) Pb w/pm
225	C10-102	10-12789	(1) Plastic tube w/pm
226	C10-114	10-15609	(4) Sm blue Pb's w/wht pwdr, (1) Pb w/24 empty blue Pb's
227	C10-115	10-15552	(1) Pb w/pm
228	C10-119	10-16237	(1) Pb w/pm
229	C10-120	10-16382	(1) Pb w/1 pb w/2 wht papers, (1) HRC w/wht paper w/pm
230	C10-125	10-18758	(1) Pb w/1 wht rock
231	C10-126	10-17068	(1) Pb w/pm
232	C10-127	10-18862	(1) Sm pb w/pm
233	C10-128	10-19571	(1) Pb w/pm
234	C10-134	10-21050	(1) Pb w/1 Sm pb w/pm, glass pipe, (1) piece of paper towel
235	C10-135	10-21140	(1) Cigar bag w/3 wht rocks
236	C10-137	10-21286	(1) Pb w/1 sm wht rock like sub
237	C10-139	10-22066	(1) Sm pb w/pm
238	C10-140	10-21982	(1) Pb w/crushed wht rock like sub
239	C10-143	10-22870	(1) Prescription btle w/1 blue pill, (2) crack pipes
240	C10-150	10-23847	(1) Pb w/wht pwdr
241	C10-154	10-24485	(1) Paper bag w/1 piece of rolled up paper w/pm
242	C10-155	10-25344	(1) Pb w/1 pack of top paper, necklace w/clear beads, (1) sm Pb w/pm
243	C10-158	10-25978	(1) Pb w/1 piece of cigar tube, rolled up piece of duct tape, (1) wht rock
244	C10-160	10-21783	(1) Sm drawstring bag w/1 pb w/pm (1) Container w/49 wht pills w/93/638 on it, (39) wht pills w/PLIVA 434, (2) sm wht pills w/A01020, (38.5) beige pills w/MX/72, (74) org & wht capsules w/KU 118
245	C10-163	10-27548	Grn leafy sub
246	C10-168	10-29075	(1) Pb w/2 sm pb's w/pm
247	C10-174	10-31273	(1) Sm envelope w/pm
248	C10-175	10-31283	(1) Pb w/pm
249	C10-177	10-31718	(1) Blk bag w/1 container w/wht pwdr & (1) piece of paper
250	C10-178	10-32061	(1) Pb w/1 blk container w/pm
251	C10-183	10-33308	(1) Pb w/pm w/14 yellow pills
252	C10-184	10-33846	Blk scale w/1 Pb w/12 roaches w/pm
253	C10-186	10-33990	(1) Pb w/pm
254	C10-189	10-34459	(2) Lrg Pb's w/pm
255	C10-191	10-34709	(1) Pb w/pm
256	C10-198	10-35419	(1) Pb w/off wht rock
257	C10-199	10-35411	(1) Btle of amoxicillin w/4 pills, (1) btle of tramado w/36 pills, (1) btle of penicillin w/14 pills, (1) btle of furosemide w/30 pills, (1) btle of amoxicillin w/23 pills, (5) btles without labels w/ total of (83) pills
258	C10-201	10-36005	(1) Pb w/pm
259	C10-203	10-36337	(1) Pb w/2 sm pb's w/wht pwdr
260	C10-205	10-36639	Misc papers, (1) pb w/1 pb w/pm, (1) napkin w/5 yellow pills, (1) piece of metal device
261	C10-207	10-36624	(2) Pb's w/pm
262	C10-216	10-29791	(1) Pb w/1 pb w/wht pwdr sub
263	C11-006	11-0582	

264	C11-008	11-0583	(1) Pb w/2 sm wht rock like sub
265	C11-010	11-01187	(1) Pb w/1 HRC w/pm
266	C11-011	11-01074	(1) Glass pipe w/pm
267	C11-014	11-01582	(1) Pb w/pm
268	C11-016	11-01996	(1) Pb w/2 wht rocks
269	C11-019	11-03270	(1) Pb w/pm
270	C11-020	11-03689	(1) Sm pb w/1 roach (1) Silver colored key chain w/1 Pb w/pm, (10) wht pills, (1) blue pill, (1) cig lighter, (1) marijuana pipe
271	C11-021	11-03837	(1) Pb w/pm
272	C11-023	11-04440	(2) Pb's w/wht rock like sub
273	C11-026	11-04762	(8) syringes w/red fluid, make up w/pwdr, blk pouch w/2 spoons w/blue pwdr residue, silver container w/screw, red sm plastic container w/blue pwdr residue, (1) pk of cigarettes
274	C11-030	11-05388	(1) Sm pb w/pm
275	C11-033	11-06283	(1) Pb w/pm
276	C11-034	11-06289	(1) Pb w/1 wht rock like sub
277	C11-048	11-09359	(1) Pb w/2 wht rock like sub
278	C11-049	11-09361	(1) Pb w/top paper, (1) Pb w/pm, (1) part smkd wht roach
279	C11-051	11-09478	(1) Pb w/pm
280	C11-055	11-10026	(10) Syringes, (1) spoon, (2) cig lighters, (1) prescription btle w/liquid sub, (1) Pb w/3 wht paper baggies w/brn sub
281	C11-057	11-0059	(1) Sm pb w/pm
282	C11-061	11-09242	(1) Pb w/1 wht rock sub & crumbs
283	C11-066	11-11207	(1) Brn paper bag w/silver grinder w/pm residue
284	C11-068	11-11773	(1) Silver grinder w/pm residue
285	C11-071	11-12329	(1) Glass pipe w/pm residue
286	C11-074	11-13662	(1) Pill btle w/pm, grinder, dig scale, (1) gatorade btle bong
287	C11-075	11-13646	(1) Pb w/9 rocks
288	C11-076	11-13927	(1) Blue glass bong, grinder (1 revolver cylinder)
289	C11-077	11-14385	(1) Pb w/wht rock like sub
290	C11-080	11-15895	(3) Pb's w/pm
291	C11-083	11-16052	(1) Pb w/sm flakes of an off wht sub
292	C11-084	11-16029	(1) Pb w/1 wht rock
293	C11-085	11-16566	(1) Pb w/pm
294	C11-087	11-17020	(1) Pb w/pm
295	C11-088	11-17091	(1) piece of paper w/pm & (1) half cut wht pill
296	C11-089	11-17416	(1) Pb w/pm, (1) HRC in brn paper w/pm
297	C11-090	11-15286	Dig scale, grinder w/pm residue, (1) pb w/4 roaches w/pm, pipe
298	C11-093	11-17744	(1) Sm container w/sm amt of pm
299	C11-094	11-?	(1) Pb w/pm, (1) foil w/pm
300	C11-095	11-18583	(1) Pb w/2 pipes, dig scale and napkin
301	C11-099	11-18697	(1) Wht envelope w/pm & (2) pb's w/pm
302	C11-100	11-19787	(1) empty red pb, (1) red pb w/rock like sub, (1) Pb w/wht rock like sub
303	C11-102	11-19923	(1) Pb w/wht pwdr sub
304	C11-105	11-20283	Cellophane wrap w/pm
305	C11-111	11-21001	(1) sm grn pb w/2 pills
306	C11-112	11-21032	

307	C11-116	11-21838	(7) Pb's w/wht pwr sub, (1) pb w/2 yellow rock like subs
308	C11-121	11-23642	Paper roller, napkin w/pm
309	C11-122	11-23078	(1) Pb w/5 wht rock objects
310	C11-126	11-25423	(1) Pb w/4 pills
311	C11-127	11-25769	(1) Container w/5 pills
312	C11-128	11-26156	(1) Pb w/misc pills
313	C11-132	11-26994	(1) Pb w/pm
314	C11-133	11-27141	(1) lighter, bags, pm, scale
315	C11-134	11-27458	(1) Pipe, (1) pk of aromatic patpourri
316	C11-138	11-28665	Several vacuum bags w/pm residue
317	C11-139	11-28651	(1) Part smkd HRC w/pm
318	C11-142	11-28701	(1) Pb w/pm
319	C11-143	11-28876	(1) Pb w/pm
320	C11-144	11-29143	(1) Sm pb w/pm
321	C11-145	11-29559	(1) Pb w/7 sm yellow pb's w/pm
322	C11-149	11-30069	(1) Pb w/3 pb's w/pm
323	C11-150	11-30164	(1) Pb w/pm
324	C11-151	11-30434	(1) Brn pill w/pm
325	C11-152	11-30655	(1) multi colored glass pipe w/pm inside (10) supernova btles w/pm, (7) bloody mary btles w/pm, (10) pks of madder hatter w/pm, (1) pk of revelation ultra w/salt sub
326	C11-154	11-31293	Scale, pm
327	C11-156	11-31476	(1) pipe, (1) dig scale, (1) blue pb w/pm, (1) pb w/3 seeds
328	C11-159	11-31975	(1) Lrg glass bong
329	C11-160	11-32029	(1) Pb w/pb w/pm
330	C11-161	11-32319	(1) Dig scale
331	C11-162	11-32640	(1) blk pb w/4 wht rocks
332	C11-163	11-32432	(1) Sm pb w/pm
333	C11-164	11-32460	(1) Blk sock w/1 pb w/rock like sub
334	C11-165	11-32812	(1) Pb w/pm
335	C11-166	11-32852	(2) pills
336	C11-167	11-32921	(19) penicillin pills
337	C11-169	11-32167	(1) Pb w/2 red pb's w/pm
338	C11-172	11-33234	(1) Glass container w/2 wht rocks
339	C11-174	11-33555	(1) Pb w/1 pb w/pm
340	C11-175	11-33754	(1) Sm brn vial w/19 sm tablets
341	C11-176	11-33858	(1) blue pill
342	C11-178	11-34258	(1) btle of oxycodone w/73 pills, (1) btle of oxycodone w/106 pills, (1) box w/12 patches of fentanyl
343	C11-179	11-34406	(1) Gry & blk backpack w/4 Pb's w/pm, (2) empty heat sealed packs, (1) empty jar
344	C11-180	11-34429	(90) bags of K-2 bath salts
345	C11-181	11-34588	(19) Bags of bath salts & (42) jars of spice
346	C11-182	11-34530	(1) Pb w/pm
347	C11-183	11-34663	(1) Pb w/pm, (1) lighter, (1) marijuana pipe, comb & business card
348	C11-184	11-30536	(1) Pb w/pm
349	C11-188	11-35251	(1) Pb w/pm

350	C11-189	11-35353	(1) Pb w/pm
351	C11-190	11-35315	(1) Sm grn pb w/pm
352	C11-191	11-35574	(1) Pb w/pm
353	C11-195	11-36014	(4) Sm marijuana plants
354	C11-196	11-36230	(2) Marijuana pipes & (1) metal grinder w/pm residue
355	C11-198	11-36797	(1) Pb w/multiple rock like sub
356	C11-200	11-36784	(1) Newport cig box w/2 cigs (1) pb w/pm
357	C11-201	11-36823	(1) Pb w/pm
358	C11-202	11-37412	(1) Pb w/foil w/wht grain sub, syringe (1) Grn metal grinder w/pm residue, (1) silver bob marley grinder w/pm residue
359	C11-203	11-37884	residue
360	C12-001	12-00102	(1) Pb w/pm
361	C12-002	12-00110	(1) Pb w/pm
362	C12-003	12-00441	(2) Plastic spoons w/brn & red unk sub
363	C12-009	12-00853	(4) Sm yellow Pb's w/pm
364	C12-011	12-01051	(1) Pb w/2 Pb's w/pm
365	C12-012	12-01328	(2) Pb's w/wht sub, (1) glass pipe
366	C12-013	12-01424	(1) Pb w/pm Empty vodka liqour btle, smkg pipe w/broken piece, sock w/pipe, grinder, empty soda btle
367	C12-015	12-01536	grinder, empty soda btle
368	C12-016	12-01563	(2) Pb's w/pm
369	C12-017	12-02161	(1) Pb w/2 pb's w/pm
370	C12-020	12-02345	(1) Container w/13 pb's w/pm, (1) Pb w/misc empty pb's
371	C12-021	12-02427	(1) Pb w/wht rock like sub
372	C12-022	12-02776	(1) Pb w/1 HRC in wht paper w/pm
373	C12-023	12-02837	(1) Pb w/pm
374	C12-025	12-02955	(1) Pb w/1 pb w/seeds
375	C12-027	12-03147	(1) Pb w/rocks
376	C12-028	12-03361	(1) Pb w/pm
377	C12-029	12-03799	(1) Pb w/pm
378	C12-030	12-03872	(1) Pb w/pm
379	C12-031	12-04203	(1) Sm pb w/pm, (1) blue glove w/sm Pb w/rock like sub
380	C12-033	12-04358	(1) Pb w/grn pm, (1) Pb w/off wht rock like sub
381	C12-038	12-05324	(1) Pb w/pm
382	C12-039	12-05400	Glass cigarette Blk purse w/lighter, grinder, push rod, pipe, (3) sm pb's, sm pb w/pm, sm pr of scissors
383	C12-040	12-05354	pr of scissors
384	C12-042	12-05438	Glass crack smkg stem
385	C12-043	12-05697	(1) sm blk pb w/pm
386	C12-044	12-05716	(1) Crack pipe
387	C12-046	12-06349	(1) Pb w/pm
388	C12-048	12-06628	(1) Sm blue pb w/pm
389	C12-049	12-02839	(1) Pb w/3 HRC's w/pm
390	C12-050	12-07036	(3) Wht pills inside pb
391	C12-052	12-06948	Red cigar tube w/a sm amount of crack
392	C12-054	12-07530	(1) yellow tube w/pipe
393	C12-056	12-07467	Spoon w/red sub, (2) tubes w/red sub, syringe, red sub

394	C12-058	12-08144	(1) Pb w/off wht rock
395	C12-059	12-08215	(1) Pb w/pm
396	C12-060	12-08252	(1) Pb w/pm
397	C12-061	12-08334	(1) Pb w/pm
398	C12-062	12-08400	(1) Envelope w/gum pack w/pm
399	C12-063	12-08693	(1) Pb w/pm
400	C12-066	12-09370	(1) sm blk pb w/pm
401	C12-070	12-09712	(2) Pb's w/pm
402	C12-071	12-09865	(1) Pb w/1 pb w/wht sub
403	C12-072	12-10316	(1) Pb w/pm
404	C12-073	12-10397	(1) Pb w/pm
405	C12-074	12-10581	(1) Sm pb w/pm
406	C12-075	12-10928	(1) Pb w/pm
407	C12-078	12-11226	Cellophane wrap w/pm
408	C12-083	12-11611	(1) Pb w/seeds, (2) empty red pbs, (1) empty grn pb, (1) empty pb w/pm
409	C12-084	12-11750	(1) Pb w/1 sm grn pb w/pm
410	C12-085	12-11924	Glass pipe
411	C12-086	12-12291	(1) Pb w/pm
412	C12-087	12-13050	(1) Pb w/pm
413	C12-088	12-13321	(1) Pb w/wht rock like object
414	C12-089	12-13687	(1) Pb w/pm, (1) pipe w/pm
415	C12-091	12-13971	(1) Blk pb w/pm
416	C12-092	12-13950	(1) Pb w/pm
417	C12-095	12-15223	Sm envelope w/wht pwdr sub w/straw & tin foil (1) Sm yellow pb w/pm & marijuana roach, (1) blue pb w/3 marijuan
418	C12-096	12-15424	roaches
419	C12-098	12-16070	(1) Glass jar w/sage & (1) Pb w/2 chunks of brn sub (1) empty pb, (3) empty mason jars, (1) mason jar w/empty pb, (4) dig scales, (2) boxes of sndwich bags, (3) ziplock bags, (1) w/empty pb, (1) ziplock bag w/dig scale w/pm, (4) pb's w/misc pills, (1) pill btle w/402 pills, (2) lrg ziplock pb's w/pm, blk pb w/45 pbs w/pm, (18) red pb's w/pm, (7) blue pbs w/pm, (1) empty pb, (4) pb's w/misc empty red pbs, 420 C12-100 12-15927 (1) pb w/misc blue empty pbs, pb w/misc grn pbs 421 C12-101 12-16316 (1) Sm pb w/pm 422 C12-102 12-16546 Plant material, tube w/sub, rubber gloves 423 C12-104 12-16894 (1) Pb w/pm 424 C12-105 12-16799 Blk Pb w/pm (1) Lrg red/silver bong, (1) lrg glass bong, (1) lrg vanilla colored storage bin 425 C12-106 12-16622 426 C12-107 12-17303 (4) pks of synthetic drugs 427 C12-108 12-18122 Cigarette pipe, foil pckg containing K-2 synthetic marijuana 428 C12-110 12-18435 (1) Sm envelope w/pb w/wht sub 429 C12-112 12-19049 (1) Pb w/pm 430 C12-113 12-18946 (1) Pb w/pm 431 C12-114 12-19218 (1) Pb w/pm 432 C12-115 12-19406 (1) Pb w/wht rock pwdr

433	C12-116	12-19680	(1) Pb w/1 pb w/wht sub
434	C12-117	12-19777	(1) Pb w/pm
435	C12-118	12-19690	(1) Crack pipe
436	C12-119	12-19337	(5) Pb w/pm
437	C12-122	12-20892	(1) Pb w/pm
438	C12-123	12-20983	(1) Pb w/pm
439	C12-124	12-20982	(1) Pb w/pm
440	C12-125	12-21404	(1) Grinder w/pm residue
441	C12-126	12-21512	(1) Pb w/pm
442	C12-127	12-21759	(1) Pb w/pm
443	C12-128	12-22050	(1) Piece of plastic w/pm
444	C12-129	12-22075	Crack pipe, push stick, (3) wht rocks Hypo needle capped, spoon w/residue, pen cap w/rubberband, piece of wht paper, Q-tip, sm pb
445	C12-130	12-21931	
446	C12-131	12-22410	(1) Sm pb w/pm
447	C12-133	12-22566	(1) Pb w/rock like sub, (1) Pb w/pm
448	C12-134	12-22753	(1) Pb w/pm
449	C12-135	12-23247	(1) Pb w/pm
450	C12-137	12-23617	(1) Pb w/wht rock sub
451	C12-138	12-23943	(1) Pb w/pm
452	C12-142	12-24150	(1) Pb w/wht pwdr
453	C12-143	12-21005	(1) Part smkd HRC in wht/grn pb (1) yellow pkg of top rolling papers, (2) HRC's in wht paper w/pm, (1)
454	C12-146	12-24634	marijuana roach
455	C12-148	12-24841	(1) Sm purple pb w/pm
456	C12-149	12-24383	(1) Pb w/pm and seeds
457	C12-151	12-25139	(1) Pb w/pm
458	C12-152	12-25040	(1) Pb w/pm
459	C12-153	12-25078	(1) Glass jar w/pm residue
460	C12-154	12-25683	Letter w/pink broken pill (1) Pb w/pm w/stem, (1) Pb w/glass pipe w/residue, grinder, glass pipe
461	C12-156	12-27919	wrapped in tissue paper
462	C12-161	12-28864	(1) Sm pb w/pm
463	C12-164	12-29047	(1) Btle w/wht rock sub
464	C12-165	12-29523	(1) Envelope w/2 sm pb's w/pm
465	C12-166	12-30023	(1) Pb w/wht rock like sub Pb w/10 pills, (2) empty prescription btles, prescription btle w/q-tips, syringe, silver grinder, (2) plastic containers w/earplugs, tin container w/q-tips, plastic tube, pink plastic container w/wht residue, spoon, pb, measuring spoon
466	C12-168	12-27776	
467	C12-169	12-30069	(1) Pb w/1 part smkd HRC, wht rocks
468	C12-170	12-30432	(1) Pb w/pm
469	C12-171	12-30549	(1) PM inside pb Ashtray, grinder w/part smkd HRC w/pm residue, pb w/pm, cigar box w/HRC & part smkd HRC w/pm, cigar box w/2 cigars
470	C12-172	12-30612	
471	C12-173	12-30859	(1) Sm pb w/pm
472	C12-175	12-31238	(3) Pb's w/wht sub

473	C12-177	12-25607	(3) Pb's w/pm
474	C12-179	12-32551	(1) Pb w/pm
475	C12-180	12-34187	Box w/box w/lrg pb w/pm, (1) bag of potpourri
476	C12-184	12-33824	(1) Pb w/pm
477	C12-185	12-33925	(1) dollar bill w/pm
478	C12-187	12-34845	(1) Brn cig w/pm, (1) Pb w/pm
479	C12-188	12-32845	(1) pill btle w/several pills
480	C12-191	12-35745	(1) Glass jar w/pm
481	C12-194	12-36231	Grinder, glass pipe
482	C12-195	12-36798	(1) Pb w/pm
483	C12-197	12-36811	(1) Pb w/pm
484	C12-199	12-36970	(1) Container w/5 rolled cigarettes
485	C12-200	12-36968	(1) Pb w/pm
486	C12-201	12-37255	(1) Pb w/pm
487	C12-202	12-37147	(1) Pb w/pm
			(4) Spoons w/residue, pb w/2 pills, (1) container w/4 pills, (5) syringes,
488	C12-203	12-37275	brn plastic box w/packet w/ tan pwdr
489	C12-205	12-37559	(1) Pb w/pm
490	C12-206	12-37587	Grn leafy sub
491	C12-208	12-37736	(1) Pb w/1 Pb w/pm
492	C12-209	12-37730	(1) Pb w/2 pills
493	C12-211	12-37937	(1) Pb w/pm
494	C12-212	12-38163	(6) Sm pb's w/pm, (1) shell casing
495	C12-216	12-38581	(1) org pill w/39 wht pills
496	C12-218	12-38646	(1) Pb w/pm
497	C12-219	12-38740	Mason jar w/pm, glass pipe
498	C12-220	12-39229	(1) Pb w/off wht pwdr sub
499	C12-222	12-39200	(1) Paper towel roll, (1) wooden pipe w/pm
500	C12-223	12-39450	Plant material
501	C13-002	13-00260	(1) Pb w/pm
502	C13-004	13-00417	Silver / blue pipe w/burnt residue, brn/tan grinder w/residue
503	C13-005	13-00583	(1) Pb w/pm
504	C13-006	13-00889	(1) Pb w/sm blue pb w/pm
505	C13-007	13-00923	(1) Pb w/wht rock like sub
506	C13-011	13-01145	(1) Pb w/4 pb's w/pm
507	C13-012	13-01160	(1) Prescription pill btle w/misc pills, misc loose pills
508	C13-013	13-01435	(1) Sm red pb w/pm
509	C13-014	13-02417	(1) Pb w/blunt packg w/blunt
510	C13-018	13-03042	(1) Lrg blue bong, (1) glass pipe
511	C13-019	13-03115	(1) Pb w/pm
512	C13-023	13-03708	(1) Pb w/2 sm pb's w/pm
513	C13-024	13-03654	(1) Pb w/pm
514	C13-025	13-03886	(1) Spoon w/wht sub
515	C13-027	13-04049	(1) Pb w/pm
516	C13-029	13-04189	(1) Pb w/pm
517	C13-030	13-03867	(1) Pb w/1 wht rock like sub
518	C13-031	13-04133	(1) Pb w/grinder & Pm

519	C13-032	13-04328	(1) Glass tube w/stem
520	C13-035	13-05078	(2) Pill btles w/pm
521	C13-038	13-05407	(1) Newport cig box w/2 glass pipes, (1) stick (1) Prescription btle of amitriptyline, HCL w/(90) pills, empty prescription btle
522	C13-042	13-06170	Glass pipe
523	C13-047	13-06477	(1) Pb w/pm
524	C13-048	13-06637	(1) Pb w/pm
525	C13-050	13-07140	(1) Pb w/pm
526	C13-051	13-02870	(1) Pb w/pm
527	C13-054	13-07689	(1) Part smkd HRC wht in color w/pm
528	C13-055	13-08517	(1) Pb w/grn pm
529	C13-056	13-08174	(1) Pb w/10 sm pb's w/pm
530	C13-059	13-09472	(1) Yellow Pb w/pm
531	C13-062	13-10826	(1) multi colored pipe w/residue
532	C13-064	13-11645	(1) Blue glove w/1 Pb w/wht pwdr
533	C13-070	13-12273	(1) Pb w/1 pb w/pm
534	C13-077	13-13818	(1) Blk pb w/pm
535	C13-081	13-13302	(8) Nasal Decongestant tablets
536	C13-091	13-15123	(1) Pb w/pm
537	C13-092	13-15315	Marlboro cig box w/pb w/7 pink pills
538	C13-095	13-15415	(1) Pb w/wht pwdr sub
539	C13-096	13-15552	(1) Pb w/pm
540	C13-097	13-15656	(1) Pb w/pm
541	C13-102	13-16350	(1) Pill btle w/sm amt of pm, (1) marijuana pipe, (1) screwdriver
542	C13-104	13-17447	(1) Pb w/1 yellow pb w/pm, (1) chain of custody
543	C13-105	13-17791	(1) Pb w/pm
544	C13-106	13-18038	(1) Pb w/pm
545	C13-107	13-12957	(1) Pb w/pm
546	C13-108	13-16285	(1) Pb w/pm
547	C13-110	13-18266	(1) Pb w/pm
548	C13-113	13-20027	(3) marijuana plants
549	C13-114	13-20298	(11) Pb's w/pm, (1) Pb w/pb w/pm
550	C13-115	13-20153	Pb w/plastic case w/HRC w/pm w/ashes
551	C13-116	13-20341	(1) Blue rubber glove w/wht pwdr sub
552	C13-121	13-20516	(1) Sm org pckg w/1 sm pb w/pm
553	C13-124	13-21709	(1) Pb w/pm
554	C13-125	13-21904	(1) Pb w/1 sm pb w/pm, (1) Pb w/1 plastic container w/wht tissue w/pm
555	C13-127	13-22159	(1) Org pill btle w/misc colored pills
556	C13-130	13-22509	Blk & gry eyeglass case w/pm
557	C13-132	13-18535	(1) Cardboard box w/plastic wrapping & (1) plastic btle w/wht pwdr sub, (2) gry vehicle floor mats & plasti wrapping w/wht pwdr residue Wht Pb w/1 org pill btle w/1 blue pill, (1) org pill btle w/21 off wht pills,
558	C13-135	13-22560	(1) wht pill btle w/8 grn & wht pills, misc wipes & bandages
559	C13-137	13-20347	(1) Pb w/pm residue

560	C13-139	13-23315	Lrg Pb w/7 plastic containers w/pm
561	C13-140	13-23291	(1) pill btle w/misc wht pills
562	C13-141	13-23371	(1) Pb w/pm & (1) glass smkg pipe
563	C13-142	13-23592	(1) Pb w/3.5 org pills
564	C13-143	13-23644	(1) Pb w/1 part smkd HRC w/pm
565	C13-150	13-25224	(1) Pb w/misc wht pills
566	C13-151	13-25481	(1) Pb w/pm
567	C13-152	13-25601	(1) Pb w/pm & (1) newport cig box w/wht rock like sub (1) Gry wallet w/1 pb w/pm, (2) part smkd HRC's w/pm, (1) pk of rolling papers.
568	C13-155	13-25888	(1) Pb w/pm, (1) grinder, (1) glass smkg pipe, (1) glass bong
569	C13-159	13-26934	(1) Pb w/1 off wht rock like sub
570	C13-160	13-29490	(1) Blk sock w/2 glass pipes, (1) btle of opana w/19 gry pills, (1) prescription btle w/3 blue pills, (1) wht pill, (1) sm yellowish rock, (1) sm brn plastic btle w/pm, (1) scale, (1) blk box w/10 alieve pills, (4) sm boxes w/glass pipes, (1) Pb w/paperwork
571	C13-165	13-27748	(1) Pb w/1 red plastic btle & sm amout of pm
572	C13-166	13-27985	(1) Pb w/wht rock like residue
573	C13-168	13-28271	(1) Pb w/an off wht rock like sub
574	C13-175	13-29393	(2) Sm blue pb's w/several part smkd HRC's w/pm
575	C13-176	13-29311	(1) Pb w/pm
576	C13-180	13-28784	(1) Pb w/pm
577	C13-184	13-30111	(2) Pb's w/pm
578	C13-191	13-31249	(1) Pb w/wht pwdr sub
579	C13-195	13-31430	(1) Pb w/pm
580	C13-197	13-31683	(1) Pb w/2 rock like sub, (1) ziplock bag w/1 pb w/wht pwdr sub, (1) silver container w/1 wht rock like sub, (1) pill btle w/37 grn pills
581	C13-198	13-31811	(1) Pb w/pm
582	C13-199	13-32092	(1) Pb w/1 crack pipe
583	C13-200	13-32194	(1) Pb w/pm residue and glass pipe
584	C13-203	13-32506	(13) Pb's w/brn potporri sub
585	C13-204	13-32481	(1) Glass jar w/pm
586	C13-208	13-32991	Blk Plastic w/8 sm pb's w/pm
587	C13-209	13-24924	(1) Pb w/pm
588	C13-211	13-33655	(1) Sm pb w/pm
589	C13-214	13-34166	(1) Pb w/wht rock like sub
590	C13-215	13-34791	(1) Pb w/pm
591	C13-216	13-34966	(1) Pb w/1 wht rock like sub
592	C13-217	13-35045	(1) Pb w/crushed wht rock like sub
593	C13-220	13-35754	(1) Pb w/pm
594	C13-222	13-35982	(1) Pb w/pm
595	C13-224	13-36237	(1) Pb w/pm
596	C13-226	13-36570	Blk & wht pouch w/1 pipe & (2) pb's w/pm
597	C13-227	13-36658	(1) Pill btle w/pb w/wht rock like sub
598	C13-228	13-36719	(1) Pb w/pm
599	C13-230	13-37216	(4) Sm pb's w/pm
600	C13-231	13-37357	

601	C13-232	13-37358	(1) Pb w/pm
602	C13-234	13-37495	(4) Sm pb's w/pm
603	C13-235	13-37496	(1) Pb w/misc pieces of an off wht rock like sub
604	C13-236	13-37497	Gry Pb w/pm
605	C13-237	13-37552	Misc wht pills
606	C13-239	13-37841	(1) prescription btle w/12 wht pills
607	C13-240	13-37932	(3) Pb's w/pm
608	C13-241	13-38149	(1) Pb w/sm amt of pm, stems & (1) marijuana roach, (2) empty pbs
609	C13-243	13-38657	(2) Pb's w/pm
610	C13-244	13-38534	(1) Glass jar w/pm, (1) grinder & (1) smkg pipe
611	C13-245	13-39122	(1) Sm pb w/pm
612	C13-247	13-39214	(1) Pb w/pm
613	C13-248	13-39343	(1) Pb w/pm
614	C13-249	13-39475	(1) Pb w/pm
615	C13-252	13-39341	(1) Pb w/pm
616	C13-253	13-39342	(1) Pb w/pm
617	C13-260	13-40444	(1) Pb w/pm
618	C13-261	13-40503	(1) Pb w/pm
619	C13-262	13-40656	(1) Wht envelope w/misc yell & wht pills
620	C13-263	13-40797	(1) Pb w/pm
621	C13-267	13-41711	(1) Pb w/an off wht rock like sub

2020

HARDCORE

DRUG DESTRUCTION

**The attached list is for 741 hardcore drugs
ready for destruction**

No.	Lab Number	Case Number	Item Description
1	L93-8353	93-16224	(1) Plastic bag w/2 rocks
2	L94-5651	94-119014	(1) rock
3	L95-11594	95-97274	(5) rocks
4	L97-10270	97-28033	(1) one wht piece of rock sub and crumbs
5	L99-3723	99-8909	(1) one plastic bag cont. wht powder sub
6	L99-12188	99-27617	(1) rock and crumbs, (1) razor blade and (1) plate
7	L99-14576	99-34353	Twenty dollor bill w/wht powder, (2) two PB's w/wht powder sub
8	L00-027	00-8041	(1) yellowish rock, (1) crack pipe
9	L00-108	00-17388	(4) small wht rock like subs, (1) crack pipe
10	L00-116	00-19104	(3) yellowish wht rocks
11	L00-199	00-33904	(1) rock
12	L00-200	00-33904	(16) rocks in blk film container
13	L01-20147	01-20147	(1) PB w/wht powder
14	L01-45056	01-45056	(4) rocks
15	L03-011	03--2101	(1) Pb w/quantity of wht powder
16	L03-012	03-1156	(5) Pb's w/quantity of wht powder
17	L03-020	03--3048	(30) Grn PB's w/yell/wht rock sub, (9) Grn PB's w/yell/wht rock sub (1) Pb w/wht pwrdr brick, (1) Pb w/wht pwrdr sub, Pill btle w/13 blue pills w/dollar sign, (5) wax paper w/tan pwrdr sub
18	L03-037	03--6805	Btle w/40 blue pills & 2 blue pills, Btle w/5 red&wht capsules, 3 wht oval tabs, 3 blue round tabs, Pill btle w/2 grn tabs
19	L03-038	03--6809	(1) Pb w/4 yell/wht rocks
20	L03-050	03--8704	(56) pink pills in Pb
21	L03-067	03-10183	(1) Pb w/wht powder
22	L03-069	03-10559	(1) yell/wht rock inside Tootsie roll container
23	L03-109	03-14467	(1) yellow rock & (2) plates w/yellow rock sub
24	L03-121	03-16222	Pb w/multiple yellow rocks
25	L03-123	03-16222	Matchbox w/several yell/wht rocks & Pb w/numerous yell/wht rocks, (2) crack pipes
26	L03-127	03-16221	Quantity of yell/wht rocks in wht paper napkin
27	L03-131	03-18334	Plastic wrap & blk rubber membrane w/residue (crack)
28	L03-137	03-18977	Pb w/quantity of wht powder, blue straw w/wht residue & \$1.00 bill w/wht powder residue
29	L03-141	03-19391	

30	L03-186	03-25957	(2) rocks
31	L03-219	03-31806	(2) wax paper env w/tan powder, pill btle w/several yell/wht rocks (9) glassine bags w/tan pwrdr, Pb corner w/20 off wht pills, wht plastic w/10 off wht pills, (1) Pb w/lrg off wht rock, (1) pb w/4 lrg off wht rock &
32	L03-221	03-31806	(1) pb w/34 off wht rocks
33	L03-226	03-32367	(1) yellow rock
34	L03-234	03-32502	(1) wht sm paper bag w/wht pwrdr
35	L03-251	03-33482	(1) syringe w/clear liquid, Brn bag w/mushroom type stems and caps, Mushroom type growth f/plastic container, (1) glass tank w/soil
36	L03-278	03-34949	(1) yellow/wht rock
37	L03-279	03-34950	(1) yellow/wht rock
38	L03-303	03-36067	Quantity of yell/wht rock
39	L04-004	04-675	Quantity of yell/wht rock
40	L04-012	04-818	Quantity of yell/wht rock
41	L04-013	04-673	Quantity of yell/wht rock
42	L04-014	04-902	(1) yell/wht rock
43	L04-015	04-1184	Quantity of yellow/wht rock
44	L04-016	04-1185	Quantity of yellow/wht rock
45	L04-017	04-1186	Quantity of yellow/wht rock
46	L04-018	04-1187	Quantity of yellow/wht rock
47	L04-019	04-1188	Quantity of yellow/wht rock
48	L04-022	04-1371	Quantity of yellow/wht rock
49	L04-023	04-1373	Quantity of yellow/wht rock
50	L04-024	04-1374	Quantity of yellow/wht rock
51	L04-025	04-1375	Quantity of yellow/wht rock
52	L04-026	04-1520	(1) yellow/wht rock
53	L04-027	04-1521	(1) yellow/wht rock
54	L04-031	04-1619	Quantity of yellow/wht rock
55	L04-032	04-1620	Quantity of yellow/wht rock
56	L04-034	04-1640	(1) yellow/wht rock
57	L04-037	04-1993	(1) PB w/white powder
58	L04-039	04-2040	Quantity of yellow/wht rock
59	L04-040	04-2041	Quantity of yellow/wht rock

60	L04-043	04--2294	Quantity of yellow/wht rock
61	L04-044	04--2295	Quantity of yellow/wht rock
62	L04-047	04--3288	Quantity of yellow/wht rock
63	L04-048	04--3289	Quantity of yellow/wht rock
64	L04-057	04--3990	Quantity of yellow/wht rock
65	L04-058	04--3992	Quantity of yellow/wht rock
66	L04-064	04--4136	PB w/org plastic tube w/wht crystal sub, sm blue PB w/wht crystal sub, piece of pb w/wht crystal sub
67	L04-073	04--3471	Quantity of yellow/wht rock
68	L04-074	04--3472	Quantity of yellow/wht rock
69	L04-076	04--5048	Numerous yellow/wht rock subs & crumbs
70	L04-080	04--6288	(1) yellow/wht rock
71	L04-091	04--5681	Quantity of yellow/wht rock
72	L04-092	04--5682	Quantity of yellow/wht rock
73	L04-093	04--6442	Quantity of yellow/wht rock
74	L04-094	04--6440	Quantity of yellow/wht rock
75	L04-095	04--6441	Quantity of yellow/wht rock
76	L04-102	04--7273	Quantity of yellow/wht rock
77	L04-103	04--7274	Quantity of yellow/wht rock
78	L04-110	04--7833	(1) yellow/wht rock
79	L04-112	04--7344	Silver cont w/yellow/wht pwdr & crumbs, PB w/yellow/wht crumbs & pwdr, wht cont w/yellow/wht rock & crumbs & pwdr residue (1) pill btle w/55 wht tablets, (1) pill btle w/84 grn tablets, (1) wht tablet, (1) tan tablet
80	L04-117	04--8602	Quantity of yellow/wht rock
81	L04-122	04--7272	Quantity of yellow/wht rock
82	L04-123	04--8190	Quantity of yellow/wht rock
83	L04-125	04--9448	Quantity of yellow/wht rock
84	L04-126	04--9449	Quantity of yellow/wht rock
85	L04-127	04--8191	Quantity of yellow/wht rock
86	L04-128	04--8734	Quantity of yellow/wht rock
87	L04-130	04--8736	Quantity of yellow/wht rock
88	L04-132	04--9447	Quantity of yellow/wht rock
89	L04-133	04-10324	(6) six lng rocks of yellow/wht rock sub, (2) crack pipes

90	L04-138	04-11888	Quantity of yellow/wht rock
91	L04-139	04-11889	Quantity of yellow/wht rock
92	L04-140	04-11890	Quantity of yellow/wht rock
93	L04-146	04-12278	(1) yellow/wht rock
94	L04-147	04-12283	(1) yellow/wht rock
95	L04-150	04-13013	(4) PB's w/multiple yellow/wht rocks, (1) PB w/pill btle w/yellow rock, blk key box w/yell rock, eye glass case w/yell rock, PB w/3 rocks, PB w/2 PB's w/wht pwr, PB w/10 sm PB's w/yell rock & pill btle w/multiple pills, (1) propane torch, (1) plastic tube, (1) face mask, (1) sifter, (6) syringes, (2) syringes, (1) lighter, (1) receipt, (1) box lens tissue, Dig scale, (3) syringes, (1) marijuana pipe & mini torch, (1) empty blk pouch
96	L04-157	04-14827	Quantity of yellow/wht rock
97	L04-158	04-14828	Quantity of yellow/wht rock
98	L04-159	04-14829	Quantity of yellow/wht rock
99	L04-160	04-14831	Quantity of yellow/wht rock
100	L04-164	04-15534	Quantity of yellow/wht rock
101	L04-165	04-15536	Quantity of yellow/wht rock
102	L04-168	04-14832	Quantity of yellow/wht rock
103	L04-169	04-15537	Quantity of yellow/wht rock
104	L04-183	04-17423	(2) rocks w/crumbs, (2) slabs w/crumbs
105	L04-185	04-17404	(3) rocks
106	L04-186	04-17377	(13) tablets
107	L04-191	04-17268	(1) rock, PB wseveral rock like subs
108	L04-194	04-18591	(2) blue zip lock bags w/wht pwr sub
109	L04-197	04-18797	(1) flat yellowish rock like sub
110	L04-200	04-18831	Quantity of yellow/wht rock
111	L04-203	04-18969	(1) yellowish/wht rock like sub, (1) blue wax paper w/off wht sub
112	L04-205	04-15535	Quantity of yellow/wht rock
113	L04-214	04-20469	Quantity of yellow/wht rock
114	L04-215	04-20470	Quantity of yellow/wht rock
115	L04-216	04-21583	Quantity of yellow/wht rock
116	L04-217	04-21589	(23) yellow/wht rocks, (1) crack pipe
117	L04-233	04-23383	Quantity of yellow/wht rock

118	L04-237	04-21582	Quantity of yellow/wht rock
119	L04-238	04-23381	Quantity of yellow/wht rock
120	L04-248	04-25450	Quantity of yellow/wht rock
121	L04-249	04-24769	Quantity of yellow/wht rock
122	L04-250	04-24770	Quantity of yellow/wht rock
123	L04-251	04-24771	Quantity of yellow/wht rock
124	L04-252	04-24929	(1) Plastic w/quantity of yellow/wht rock & (1) yellow/wht rock, crack pipe, lighter & stem
125	L04-253	04-24928	(1) PB w/37 yellow/wht rocks & crumbs, (1) PB w/10 yellow/wht rocks & crumbs
126	L04-263	04-26658	Quantity of yellow/wht rock
127	L04-264	04-26659	Quantity of yellow/wht rock
128	L04-265	04-26660	Quantity of yellow/wht rock
129	L04-266	04-26661	Quantity of yellow/wht rock
130	L04-278	04-28616	Quantity of yellow/wht rock
131	L04-279	04-28617	Quantity of yellow/wht rock
132	L04-280	04-28618	Quantity of yellow/wht rock
133	L04-299	04-35661	Quantity of yellow/wht rock
134	L04-307	04-32624	(1) lrg & (1) sm PB w/wht powder
135	L04-310	04-37967	Quantity of yellow/wht rock
136	L04-311	04-37968	Quantity of yellow/wht rock
137	L04-312	04-37969	Quantity of yellow/wht rock
138	L04-317	04-38331	(1) PB w/yellow/wht rock
139	L04-321	04-39284	(1) PB w/10 yellow/wht rocks & crumbs
140	L04-338	04-41402	Goody headach powdr box w/3 yellow/wht rocks
141	L05-015	05-1300	(1) PB w/several wht rocks & (1) PB w/yellow powdr
142	L05-046	05-41537	(1) PB w/10 rocks
143	L05-055	05-4236	Quantity of yellow/wht rock
144	L05-093	05-7998	Yellow/wht rock
145	L05-153	05-14376	PB w/several yellow rocks * (2) PB's w/wht powdr
146	L05-159	05-20472	Quantity of yellow/wht rock
147	L05-160	05-24071	Quantity of yellow/wht rock
148	L05-163	05-14830	Quantity of yellow/wht rock
149	L05-167	05-15952	(1) PB w/wht powdr

150	L05-170	05-16046	Yellow/wht rock
151	L05-188	05-17405	Crack pipe w/1 yellow/whit rock, razor w/whit residue & (1) PB w/whit residue
152	L05-196	05-17867	(1) Yellow/whit rock & (2) sm yellow/whit rocks
153	L05-201	05-19199	(1) Yellow/whit rock & crumbs wrapped in brown paper
154	L05-202	05-19208	(1) PB w/several yellow rocks
155	L05-208	05-19204	(2) yellow/whit rocks
156	L05-219	05-22711	(1) bag of whit rock sub
157	L05-237	05-25285	(1) PB w/several pieces of yellow rock
158	L05-275	05-31591	(1) Whit paper bag w/off whit pwrdr, (1) cardboard box w/whit paper env w/residue, (1) pill btle w/straw, (1) pill btle w/2 PB's w/whit pwrdr, (1) PB w/off whit pwrdr, (1) PB w/whit pwrdr, (2) pill btles w/misc pills, (1) pill btle w/whit env w/straw * misc pills
159	L05-276	05-30190	Metal container w/yellow/whit rock, (2) yellow/whit rocks, film cannister w/2 yellow/whit rocks, gum wrappers w/ashes & (2) plastic tubes w/residue
160	L05-280	05-32040	(1) PB w/several rocks
161	L05-301	05-32039	(1) PB w/whit pwrdr
162	L05-331	05-36499	(1) PB w/yellow/whit rock
163	L05-338	05-38096	Sm PB w/11 off whit rock like sub, (1) 1/2 inch off whit rock like sub
164	L05-357	05-39920	(1) PB w/yellow/whit rock
165	L06-001	06-122	(1) piece of whit rock
166	L06-005	06-366	Whit rock substance
167	L06-017	06-1139	(5) PB's w/50 Blue pills & (1) PB w/whit powder
168	L06-018	06-1299	(1) yellow / whit rock
169	L06-019	06-1801	(2) PB's w/whit pwrdr, (3) whit pills w/TTT mark, (1) peach pill w/GG257 mark, (2) peach pills w/B973 mark, &
170	L06-025	06-02295	(1) PB w/several yellow rocks
171	L06-055	06-05185	(1) syringe w/liquid
172	L06-076	06-06858	Yellow/whit rock substance
173	L06-087	06-08723	(1) lrg & (1) sm electrical tape wrapped w/crystal pwrdr in each
174	L06-097	06-10760	(1) PB w/2 pieces of rock sub & gry Plastic w/2 pink, 1 blue, 5 purple & 5 blue/grn pills
175	L06-124	06-14263	(1) PB w/several yellow rocks
176	L06-125	06-14263	(1) btle w/20 tablets w/3592 & V printed on them
177	L06-144	06-16535	(1) PB w/several yellow rocks

178	L06-168	06-19212	(1) PB w/1 wht rock
179	L06-175	06-20313	Glass pipe w/quantity of yellow wht rock
180	L06-180	06-28053	(1) plastic btle w/wht pwr sub & several rocks
181	L06-194	06-22110	(1) PB w/yellow/wht pwr
182	L06-198	06-23281	(1) PB w/1 wht rock
183	L06-211	06-26195	Wht rock substance
184	L06-216	06-26777	(1) PB w/yellow/wht pwr
185	L06-217	06-26820	(1) PB w/wht pwr
186	L06-224	06-28364	(1) sm PB w/wht pwr
187	L06-228	06-29197	Quantity of yellow/wht rock inside clear pipe
188	L06-238	06-30945	(1) PB w/10 pills
189	L06-265	06-37508	(2) sm yell rocks, (2) crack pipes & (1) razor
190	L06-266	06-37622	Blue pills w/274 stamped, wht pwr, unk material, (1) PB w/wht pwr & (2) swabs w/wht pwr, grn/blk pouc
191	L07-005	07-269	(1) Plastic btle w/1 rock like sub
192	L07-011	06-39564	Pill Btle w/29 wht pills & (1) yell pill, pill btle w/5 blue pills
193	L07-017	07-1291	Small wht / yellow rock
194	L07-019	07-1439	(16) wht pills, (2) clear cellophane bags
195	L07-024	07-02300	(1) PB w/multiple rock subs
196	L07-038	07-03606	(1) sq piece tin foil, (1) straw, (1) sm pipe, (1) match box w/matches, sm baggie, (2) sm baggies
197	L07-039	07-03606	(1) plastic container w/2 pills, (1) metal container w/sm baggie w.unk residue
198	L07-046	07-04465	Wht powder sub
199	L07-056	07-05864	(1) Pill btle w/5 pills, (1) Pill btle w/167 pills
200	L07-064	07-06271	(1) PB w/wht pwr like sub, (1) PB w/yellow rock like sub, (1) razor blade
201	L07-072	07-06659	(1) PB w/red tie w/wht pwr sub
202	L07-083	07-08140	(1) Pill Btle w/yellow/wht rock like sub
203	L07-084	07-08125	(1) PB w/yellow/wht rock like sub
204	L07-085	07-08123	(1) PB w/yellow wht rock like sub
205	L07-088	07-08289	(1) glass pipe w/a quantity of yellow/wht sub
206	L07-095	07-08640	(1) PB w/wht sub
207	L07-097	07-08893	(1) Plastic inhaler w/\$20.00 bill with wht pwr like sub
208	L07-109	07-11140	Cig box w/1 PB w/41 pills
209	L07-137	07-13633	(3) yellow/wht rocks
210	L07-174	07-16351	(1) Blue PB w/yellow/wht pwr
211	L07-198	07-18119	(1) cig box w/1 PB w/wht pwr

212	L07-199	07-17038	(13) wht rock like subs
213	L07-214	07-19691	Blk scale w/wht pwrdr residue
214	L07-220	07-21080	Plastic w/grn pwrdr sub & part crushed grn pill
215	L07-225	07-21644	(1) yellow/wht rock
216	L07-226	07-21777	(1) Pill btle w/2 wht pills
217	L07-227	07-21808	(1) PB w/1 brn block
218	L07-236	07-22417	(1) PB w/wht pwrdr like sub
219	L07-248	07-23041	Pill Btle w/2 yellow rocks, (2) wht pills & (24) wht pills
220	L07-254	07-23703	(2) wax paper bindles w/wht pwrdr
221	L07-256	07-23725	(1) PB w/crushed yellowish rock like sub
222	L07-257	07-23714	(1) yellowish rock like sub
223	L07-262	07-24464	(1) PB w/quantity off wht rock & (1) PB w/quantity off wht rock & razor
224	L07-263	07-25254	Newport cig box w/6 Yellow/wht rocks
225	L07-284	07-27813	(1) PB w/5 pieces yellow/wht rock
226	L07-297	07-29355	Flat yellow rock sub
227	L07-307	07-30545	(1) PB w/1 light blue pill
228	L07-319	07-32248	(1) PB w/off wht pwrdr & (2) PB's w/off brn sub
229	L07-325	07-32883	wht rock like sub
230	L07-326	07-32964	Plastic w/yellow/wht rock like sub
231	L07-327	07-33096	(1) PB w/wht pwrdr like sub
232	L07-337	07-34065	(1) PB w/1 lrg off wht rock & (1) PB w/multiple sm pieces off wht rock
233	L07-341	07-34774	(30) wht tablets
234	L07-342	07-34463	(1) PB w/wht pwrdr sub
235	L07-376	07-37477	(1) PB w/1 yellow/wht rock & (1) PB w/4 lrg yellow/wht rock like sub
236	L07-380	07-38073	(1) PB w/off wht rock
237	L07-387	07-38649	(1) yellow/wht rock like sub
238	L07-391	07-38902	(1) PB w/10 pink pills
239	L07-398	07-39658	Yellow/wht rock sub
240	L07-422	07-42154	White rocks
241	L07-423	07-42154	Yellowish rocks
242	L07-424	07-42154	Multi color pills
243	L08-001	08-055	(1) PB w/tannish rock like sub
244	L08-002	08-266	(1) PB w/wht pwrdr
245	L08-004	08-951	(15) Red/Org oval pills, (3) tan oval pills, (1) broken tylenol pill, (1) red tylenol pill, (1) pink pill, (1) tan pill, (39

246	L08-005	08-1135	Quantity off wht rock objects
247	L08-006	08-1255	(1) plastic wrap w/wht pwrdr
248	L08-007	08-1480	Yellow white pwrdr like sub in wht plastic bag
249	L08-008	08-953	Yellow / wht rock sub, (1) test kit
250	L08-009	08-02001	(1) PB w/a quantity of off wht rock like sub
251	L08-015	08-02371	(1) PB w/crack & (1) PB w/residue
252	L08-016	08-02619	(2) wht rock subs
253	L08-017	08-02798	(1) yellow / wht rock sub
254	L08-018	08-02997	(1) maverick cig bx w/1 PB w/quantity off wht rock sub, (1) crack pipe
255	L08-019	08-03007	(2) yellow / wht cube shaped objects in plastic wrap
256	L08-020	07-38076	Yellow / wht rock (crumbled)
257	L08-021	07-38191	Yellow / wht rock object
258	L08-022	08-03166	(1) yellow / wht rock sub
259	L08-023	08-03397	(1) rock sub
260	L08-024	08-03479	brown / gry plant sub shaped like mushrooms
261	L08-025	08-03567	(1) PB w/wht pwrdr sub
262	L08-027	08-03669	(1) PB w/yellow wht rock like sub
263	L08-029	08-03933	(1) newport cig bx w/1 PB w/quantity yellow /wht rock sub
264	L08-031	08-03574	(1) PB w/a wht PB w/cocaine
265	L08-032	08-04040	(1) PB w/crack
266	L08-033	08-04187	(32) sm wht rocks
267	L08-034	08-04319	Several off wht rock subs
268	L08-035	08-04551	(1) PB w/quantity of off wht rock
269	L08-036	08-04554	(2) rocks
270	L08-039	08-04551	(1) PB w/1 yellow rock
271	L08-040	08-04884	(1) wht PB w/several wht rocks
272	L08-041	08-05721	(1) PB w/yellowish wht rock
273	L08-042	08-05845	(1) off wht rock
274	L08-043	08-05850	(1) Paper bag w/1 plastic bag w/yellow rock
275	L08-044	08-05888	wht powder sub
276	L08-045	08-05923	(2) PB's w/off wht residue
277	L08-046	08-06079	A Piece of plastic w/3 yellowish / wht rocks & crumbs
278	L08-047	08-06895	Digital scale w/off wht pwrdr residue
279	L08-048	08-06923	(1) PB w/quantity of yellow / wht rock

280	L08-049	08-07021	Several wht rocks
281	L08-050	08-07046	(1) PB w/quantity of yellow / wht rock
282	L08-051	08-07060	(1) PB w/wht rock
283	L08-052	08-04838	(1) yellow rock
284	L08-053	08-06531	(1) Pink pill
285	L08-055	08-07460	(2) wht rocks
286	L08-058	08-07063	Tylenol Cont w/1 wht rock & (2) pieces of plastic, (1) rock pebble
287	L08-059	08-07793	(2) Plastic Containers w/quantity of off wht rock (2) sm pb's w/quantity off wht pwdr, (1) pb w/quantity off wht rock, (1) pb w/15 wrm pills w/"barr 555/164" marking, sm quantity off wht rock, wht env. w/14 red/wht caps. w/"54392" marking, & sm pb w/off wht rock
288	L08-060	08-07793	rock
289	L08-061	08-08027	(1) PB w/wht pwdr & (1) sm blue pill
290	L08-062	08-08099	Off wht rock
291	L08-063	08-08282	(1) PB w/wht pwdr
292	L08-065	08-08472	(2) yellow rocks
293	L08-066	08-08619	\$5.00 bill w/wht pwdr
294	L08-067	08-08744	sm PB w/yellow/wht rock
295	L08-069	08-07828	(1) PB w/wht pwdr
296	L08-070	08-09081	(1) PB w/wht pwdr & (1) straw w/wht residue
297	L08-071	08-08619	(1) PB w/wht pwdr, (1) PB w/multiple rocks & (1) PB w/4 rocks & crumbs
298	L08-073	08-09366	(1) PB w/several sm yellow/wht rocks
299	L08-074	08-09393	Off wht rock
300	L08-075	08-09406	(1) Plastic piece w/wht pwdr
301	L08-076	08-09406	(1) yellow / wht rock
302	L08-077	08-09420	(1) yellow / wht rock
303	L08-079	08-09493	PB w/yellowish rock sub
304	L08-080	08-09661	Wht rock substance
305	L08-081	08-09699	Mirror w/off wht pwdr residue
306	L08-082	08-09301	Sm PB w/quantity of yellow / wht rock & (1) PB w/yell / wht rock
307	L08-083	08-09303	Pill Btle w/off wht crumbs
308	L08-084	08-10090	Quantity of yellow / wht rock
309	L08-085	08-10155	(6) Pieces off wht rock
310	L08-086	08-10273	(2) yellowish wht rock like sub

Packet Pg. 565

344	L08-128	08-13490	Sm Glass cup w/off wht rock & (2) glass pipes
345	L08-130	08-13791	(1) wht rock
346	L08-131	08-13820	(22) sm wht rocks
347	L08-132	08-14093	(1) silver pipe w/wht rock in one end
348	L08-134	08-14166	(1) PB w/quantity off wht rock
349	L08-136	08-14271	(1) PB w/quantity off wht rock
350	L08-138	08-14273	(1) PB w/quantity off wht rock
351	L08-140	08-14374	(1) PB w/3 yellow / wht rocks
352	L08-141	08-14407	Yellow / wht rock
353	L08-143	08-14424	(1) Pill btle w/4.5 Blue round pills & (1) pill btle w/2 grn & wht pills & 1/5 blue pills
354	L08-144	08-14568	Yellow / grn & red pills
355	L08-145	08-14692	Off wht rock
356	L08-146	08-14697	(1) PB w/5 yellow rocks
357	L08-147	08-14722	(3) sm PB's w/wht pwdr
358	L08-148	08-14829	Off wht rock
359	L08-149	08-15030	(1) PB w/grn / blue pills
360	L08-151	08-15130	Quantity of yellow / wht rock
361	L08-152	08-15130	Quantity of yellow / wht rock
362	L08-153	08-15145	(1) Pill btle w/21 off wht rocks
363	L08-154	08-15184	Plastic wrap w/3 pieces of yellow / wht rock
364	L08-155	08-15517	(1) PB w/3 wht rocks & (1) PB w/2 lrg wht rocks
365	L08-156	08-15550	Wht rocks
366	L08-157	08-15582	(2) yellow rocks
367	L08-158	08-15571	(1) PB w/quantity of yellow / wht rock
368	L08-159	08-16773	(2) Yellow rock like sub
369	L08-160	08-16792	(1) wht rock like sub
370	L08-161	08-16619	(2) Pills (wht) labeled watson 349, (1) wht pill labeled M357
371	L08-162	08-16459	(1) pill btle w/a clear ink type of liquid cont.w/55 off wht pills
372	L08-163	08-16426	(1) PB w/approx 5gm of yellowish crack rock like sub
373	L08-164	08-16373	(1) PB w/wht pwdr sub
374	L08-165	08-16306	(1) PB w/4 wht rock like sub
375	L08-168	08-17009	Yellow off wht rock sub
376	L08-170	08-17554	(1) yellow / wht rock
377	L08-174	08-17586	(4) wht paper w/heroin

378	L08-175	08-16881	Off wht rock in wht plastic paper
379	L08-176	08-17828	Several broken pieces green / wht pills
380	L08-177	08-17846	(1) Piece of wht rock sub
381	L08-178	08-17846	(2) PB's w/lrg yellow / wht rocks
382	L08-179	08-17846	(1) PB w/multiple multi colored round pills
383	L08-180	08-18746	(1) PB w/wht pwdr
384	L08-181	08-18289	A quantity of an off wht rock like sub packaged in a PB
385	L08-182	08-18316	(3) shot glasses each w/residue & (2) plastic cups each w/residue
386	L08-183	08-18419	Quantity of yellow / wht rock
387	L08-184	08-18659	Quantity of off wht rock like sub in blue mentos gum container
388	L08-187	08-19677	(1) cellphone wrapper w/2 wht rocks & (1) papertowel w/2 wht rocks
389	L08-188	08-19743	(2) PB's w/orange & multi colored tablets stamped w/diff logos
390	L08-189	08-19745	(1) PB w/multiple colored pills
391	L08-189 (A)	08-19921	(1) off wht rock
392	L08-193	08-20304	(2) Yellowish off wht rock like objects
393	L08-194	08-20433	Piece of plastic w/3 pieces of yellow off wht rock, (1) Dig scale
394	L08-195	08-20450	(1) PB w/5 pieces off wht rocks
395	L08-196	08-20053	(1) cigar tube w/numerous yellow / wht rocks
396	L08-197	08-20865	(1) PB & (1) pill btle w/off wht rocks
397	L08-198	08-20877	(1) PB w/light green round tablets marked w/mylan 477
398	L08-199	08-20877	(1) PB w/light blue oval tablets marked xanax 1.0
399	L08-200	08-21070	(1) PB w/9 wht round tabs & (1) pink oval tab
400	L08-201	08-21167	(1) Pink pill wrapped in \$1.00 bill
401	L08-202	08-21716	(1) PB w/6 yellowish rock subs
402	L08-204	08-21989	(1) piece of off wht rock sub
403	L08-205	08-22006	(1) PB w/glass pipe w/crack cocaine, (1) PB w/crack cocaine & (1) red PB w/residue
404	L08-206	08-21483	(1) PB w/9 off wht rocks
405	L08-207	08-22607	(2) PB's w/wht pwdr
406	L08-208	08-22758	Medicine btlw w/yellow / wht rocks
407	L08-209	08-23190	Pill Btle w/several pieces of crack
408	L08-210	08-23324	Yellowish rock like sub
409	L08-211	08-22444	An off wht sub (crumbs)
410	L08-213	08-23600	(1) rock like object
411	L08-214	08-23606	(1) wht rock like sub

412	L08-215	08-23715	(1) yellowish wht rock like object
413	L08-216	08-24053	Wht pwdr wrapped in \$1.00 bill
414	L08-218	08-24587	(1) PB w/off wht sub
415	L08-219	08-24869	Wht plastic w/off wht rock
416	L08-220	08-24894	Sm glass tube w/ sm yellow flakes
417	L08-222	08-25318	Brn Pill btle w/yellow / wht rock
418	L08-223	08-25359	(1) piece of off wht rock sub
419	L08-224	08-25467	Brn pill btle w/rice, wht paper & pwdr sub
420	L08-225	08-25950	Quantity of an off wht in color rock like sub
421	L08-226	08-26069	(6) pieces of off wht / yellow rocks
422	L08-227	08-26426	(1) yellow rock
423	L08-229	08-27639	(4) PB's w/off wht pwdr sub
424	L08-230	08-27639	(1) PB w/off wht rock sub
425	L08-233	08-26530	(15) wax bags w/off wht pwdr, (9) syringes, (1) lrg PB w/several sm empty
426	L08-234	08-27850	Blue PB's, (1) lrg PB w/several empty PB's & plastic w/3 pieces of cotton
427	L08-235	08-27986	White Medicine btle w/yellowish / wht rock
428	L08-237	08-28540	(6) off wht / yellow rocks
429	L08-238	08-28541	(1) PB w/several yellow rocks
430	L08-239	07-38186	(1) PB w/quantity of off wht rock
431	L08-340	08-28682	Quantity of off wht rock sub
432	L08-241	08-28812	(1) PB w/numerous wht rocks
433	L08-242	08-28830	Cellophane wrap w/wht rock
434	L08-243	08-28889	(1) PB w/2 wht / yellow rocks
435	L08-244	08-29152	(1) glass pipe w/wht pwdr residue
436	L08-249	08-29481	(1) off wht / yellow rock
437	L08-250	08-29482	(1) PB w/quantity of off wht rock
438	L08-254	08-29660	Quantity of off wht rock
439	L08-255	08-29675	Dig scale w/wht pwdr residue
440	L08-256	08-29963	(1) PB w/wht pwdr
441	L08-257	08-30044	(1) PB w/off wht pwdr, (4) dig scales & (2) spoons w/wht pwdr
442	L08-258	08-30127	(1) Purple tube w/23 wht rocks
			(1) PB w/wht wht rocks

443	L08-261	08-30326	(1) sm plastic container w/clear top w/tan powdr crystal sub & (1) clear
444	L08-262	08-30348	plastic container w/brn top w/tan powdr crystal sub
445	L08-267	08-31381	(1) yellow rock
446	L08-268	08-31481	Green tablet
447	L08-270	08-31797	(1) Plastic straw w/wht powdr
448	L08-271	08-31802	Quantity of off wht rock
449	L08-272	08-31803	Quantity of off wht rock
450	L08-274	08-31805	Quantity of off wht rock
451	L08-276	08-31966	Quantity of off wht rock
452	L08-277	08-32100	Quantity of off wht rock
453	L08-279	08-33057	Plastic container w/5 off wht rocks
454	L08-280	08-33555	(1) PB w/yellowish / wht rock & (1) plastic w/wht powdr sub
			(1) PB w/wht powdr
			Plastic btle w/several sm wht rocks
455	L08-281	08-33764	(3) wht round pills w/1P 145", (13) sm grn round pills w/mylan 477" &
456	L08-283	08-34155	(20) sm peach pills w/"mylan A3" all inside a pill btle
457	L08-284	08-29333	(2) PB's w/off wht rock
458	L08-285	08-33268	(1) pill btle w/85 purple colored pills w/no. "30" & "AKG
459	L08-286	08-33268	(1) PB w/multiple pieces of off wht rock
			(2) PB's w/multiple pieces of off wht rock
			(1) PB w/multiple off wht rock, wht tissue paper w/1 lrg circular piece of
460	L08-287	08-33268	off wht rock & "AWS" digital scale w/wht powdr residue
461	L08-289	08-34488	(1) PB w/multiple wht rocks
462	L08-290	08-34708	(7) PB's w/wht powdr sub
463	L08-294	08-35024	(1) PB w/quantity off wht rock
464	L08-295	08-35099	Quantity of off wht rock
465	L08-296	08-35143	(3) PB's w/off wht rock
466	L08-298	08-35416	(4) wht rocks
467	L08-299	08-35416	(3) off wht rocks
468	L08-300	08-35442	(1) PB w/wht powdr
469	L08-301	08-35620	(3) sm PB's w/wht powdr
470	L08-302	08-35719	(8) sm blue pills w/"10/b972" markings
471	L08-303	08-35719	Brown jar w/704 unk wht pills
			(1) yellowish rock like sub that is also an off wht color wrapped in a
472	L08-304	08-35922	portion of paper towel, (1) crack pipe

473	L08-305	08-38190	Off wht rock
474	L08-307	08-35611	Wht rock substance
475	L08-308	08-36709	(1) sm blue PB w/sm brn rock
476	L08-391	08-36546	(4) tubes w/liquid
477	L08-392	08-37073	PB w/wht crack sub
478	L08-393	08-37101	(1) PB w/several yellow / wht sub
479	L08-394	08-37125	(1) silver case w/2 wht rock subs
480	L08-395	08-37547	(1) PB w/yellow / wht rock
481	L08-396	08-37723	(1) PB w/wht rock sub
482	L08-397	08-38118	(5) off wht rocks
483	L08-400	08-38522	(1) PB w/yellow / wht rock
484	L08-401	08-38679	(1) PB w/yellow / wht rock
485	L08-403	08-38813	Emerson Microwave w/residue
486	L08-404	08-38813	Microwave plate w/residue
487	L08-411	08-38927	(1) PB w/wht pwdr
488	L08-412	08-38927	Several brn btles w/off wht pwdr
489	L08-413	08-38928	(1) sm PB w/yellow / wht rock
490	L08-414	08-38911	Wht plate w/multiple off wht rock crumbs
491	L08-418	08-39048	Yellow / wht rock sub
492	L08-419	08-39053	(1) PB w/quantity of off wht rock
493	L08-420	08-39182	(1) lrg PB w/1 sm grn PB w/1 yellow off wht rock
494	L08-421	08-39149	(5) PB's w/grn PM, (1) mirror w/wht residue & (1) razor w/wht residue
495	L08-422	08-39388	Quantity of off wht rock
496	L08-423	08-39409	Wht rock sub individually packaged
497	L08-425	08-39749	PB w/several wax paper bindles w/ivory pwdr
498	L08-428	08-40216	(3) wht rocks w/1 sm piece
499	L08-431	08-40356	Chapstick container w/10 yellow / wht rocks
500	L08-432	08-40356	(2) waxpaper bindles w/brn / wht sub
501	L08-433	08-40410	PB w/2 off wht rocks
502	L08-435	08-40402	(1) clear & (1) wht PBS w/quantity of yellow /wht rock
503	L09-001	09-200	Black Tube w/13 pieces of off wht rock
504	L09-002	09-311	(1) org tube w/off white rock
505	L09-004	09-497	(1) PB w/solid yellow / wht rock & several wht tablets & several wht/grn capsules
506	L09-006	09-826	(1) wht rock wrapped in notebook paper

507	L09-007	09-871	(1) PB w/quantity of off wht rock
508	L09-008	09-917	(1) PB w/multiple yellow / wht rocks
509	L09-010	09-1041	(1) Pill btle w/6 round pills, (3) purple capsules & (2) wht oval pills
510	L09-011	09-1223	Ibuprofen btle w/yellow / wht rock sub
511	L09-012	09-1323	(1) yellow / wht rock
512	L09-013	09-1325	(9) wht circular pills w/"512" on them
513	L09-015	09-01968	Crumbled off wht rock sub
514	L09-016	09-02258	Wht napkin w/7 wht pills
515	L09-017	09-02283	Clear PB w/multiple pills & PB w/napkin w/grn leafy sub
516	L09-018	09-02283	(1) PB w/1 wht pill & (1) pink pill
517	L09-019	09-02335	Black canister w/15 grn pills, (1) org pill & grn pwr
518	L09-020	09-02743	(1) Purple pill split in 2 pieces
519	L09-022	09-02885	PB w/quantity of off wht rock
520	L09-027	09-02755	(13) Pink capsules & (3) org pills stamped w/itr "V"
			(1) PB w/wht pwr sub & Blk Plastic w/2 PB's w/wht pwr, (1) PB w/several empty sm PB's, (1) PB w/PM residue, (2) PB's w/razors w/wht pwr residue
521	L09-036	09-02994	(1) Plastic container w/off wht rock
522	L09-037	09-03706	Quantity of off wht rock
523	L09-038	09-03744	(5) sm light grn pills marked w/"93/833"
524	L09-040	09-03770	(1) PB w/wht rock sub
525	L09-042	09-04228	(1) PB w/wht rock sub
526	L09-043	09-04234	(1) PB w/yellow / wht rock sub
527	L09-045	09-04445	(1) PB w/quantity of off wht rock sub
528	L09-046	09-04557	(4) yellow / wht rock sub
529	L09-047	09-04597	(2) PB's w/wht pwr
530	L09-048	09-04802	(1) cig PK containing clear plastic wrap w/wht rock like sub
531	L09-049	09-04786	Yellow / wht sub which field tested positive for cocaine
532	L09-051	09-05097	(1) wht rock
533	L09-052	09-05601	(1) Blk btle w/1 PB w/multiple yellow rock
534	L09-053	09-05601	Grn circular pill w/"3y", Viagra & off wht hard sub
535	L09-056	09-05925	(1) PB w/yellow / wht rock
536	L09-061	09-06297	Red Pill btle w/wht rock
537	L09-063	09-06446	(1) wht rock sub
538	L09-064	09-06475	Brn Plastic w/wht rock sub

539	L09-065	09-05855	(5) yellow / wht rocks & crumbs
540	L09-070	09-07216	(2) Blue pkts w/brn pwr sub
541	L09-072	09-07271	(2) pieces of off wht rock sub
542	L09-073	09-07286	(2) PB's w/wht pwr
543	L09-076	09-07649	(1) PB w/1 oval shape blue pill
544	L09-077	09-08015	(2) PB's w/wht pwr sub, (1) dig scale w/wht pwr
545	L09-078	09-07096	(1) yellowish wht rock like object
546	L09-079	09-08041	(4) pieces of an off wht in color rock like sub
547	L09-080	09-07097	(1) Pill btle w/2 yellow / wht rocks
548	L09-085	09-09012	(1) PB w/wht pwr
549	L09-086	09-09073	(3) off wht rocks
550	L09-087	09-08280	(1) PB w/1 pink pill, (1) purple pill & (2) pieces of purple pill
551	L09-090	09-09286	(1) PB w/off wht rock
552	L09-092	09-09345	Several PB's w/wht pwr, (1) btle of inositol pwr, (1) Dig scale w/residue,
553	L09-095	09-09576	Visa credit card w/wht residue, (1) blue pill
554	L09-096	09-09763	Wht btle w/wht rock
555	L09-101	09-10120	(1) PB w/off wht rock
556	L09-104	09-10421	(1) PB w/off wht rock
557	L09-105	09-10966	Several yellow / wht rock sub
558	L09-106	09-11090	(1) Glass tube w/wht pwr
559	L09-108	09-11779	Cigar case w/3 brn / yellow rock sub
560	L09-109	09-12011	(1) PB w/off wht rock
561	L09-112	09-12253	\$1.00 Bill w/wht pwr
562	L09-116	09-12198	(1) PB w/multiple wht rocks
563	L09-117	09-07651	(3) lrg pieces of yellowish / wht rock like sub & crumbs contained within
564	L09-118	09-07651	a piece of clear plastic of clear plastic
565	L09-119	09-15169	(1) rock like / powder like wht sub
566	L09-123	09-13166	(4) yellow pills with the letter (L) on each pill, Blue lighter, crack pipe, push rod
567	L09-124	09-13505	Several Pieces of off wht rock
568	L09-126	09-13718	Red tube w/multiple yellow / wht rock like sub
569	L09-132	09-715	(1) yellowish rock like sub wrapped in a PB
570	L09-134	09-16258	(1) PB w/wht rock like sub approx (7) pieces of various sizes
			(1) PB w/1 rock and crumbs
			(1) sm PB w/orange rock like pwr

571	L09-138	09-16660	(1) PB w/multiple wht rocks
572	L09-139	09-17047	(1) PB w/wht powdr
573	L09-140	09-17050	(1) yellowish / wht rock , (1) crack pipe
574	L09-141	09-17270	(1) PB w/several pieces of yellow / wht rocks
575	L09-142	09-17427	(1) PB w/1 wht rock
576	L09-146	09-17508	(1) PB w/off wht rocks, (1) PB w/1 triangle shaped w/crumbs off wht sub,
577	L09-147	09-18316	(20) red ziplock PB's w/several pb
578	L09-150	09-18855	(1) PB w/rock like sub
579	L09-151	09-04596	(1) PB w/1 yellowish wht rock
580	L09-153	09-19732	Dried grn PM, (2) round pink pills
581	L09-154	09-19704	(1) wht capsule w/M357 inscribed
582	L09-155	09-19870	(1) Purple bag w/wht rock
583	L09-156	09-20098	(1) PB w/multiple off wht rock
584	L09-158	09-20560	Pill btle w/7 wht tablets, (6) org pills, (6) yellow pills, (1) blue pill, (3) wht pills, (39) grn pills & (19) sm wht pills
585	L09-160	09-20723	(3) wht tablets
586	L09-163	09-20924	Yellowish rock like sub
587	L09-173	09-22040	(2) PB's w/quantity of off wht rock
588	L09-175	09-22376	PB w/wht powdr
			(10) wht round pills, (1) oval wht pill & (3) tan capsules
589	L09-176	09-21883	(1) PB w/1 PB w/wht powdr residue, (1) wht screw top w/1 PB w/wht
590	L09-177	09-22614	powdr residue, (1) pill btle wrapped in blk tape w/4 separate PB's
591	L09-180	09-23548	w/yellow / wht rock like sub, (1) PB w/wht residue
592	L09-181	09-23524	Wht pieces of tissue w/1 yellow / wht rock like object
593	L09-182	09-23621	(1) PB w/100 pills
594	L09-183	09-24531	(1) Prescription btle w/red and peach colored pills
595	L09-186	09-24407	(1) PB w/4 yellow / wht rock sub
596	L09-191 (A)	09-25933	(8) viles w/clear liquid
			(1) PB w/5 pieces of off wht rock like sub
			(1) PB w/wht rock sub
			(1) PB w/pm, pill btle w/pm, altoid tin cont/wht pill w/alza 36 on it & half
597	L09-192	09-16930	of an org pill, (1) purple crwon royal bag w/prescription btle w/pm
			residue, (2) glass pipes

598	L09-202	09-27838	(1) blue container w/4 pieces of yell / wht rock like sub
599	L09-203	09-27866	(1) dollar bill w/wht pwr sub, (1) PB w/pm
600	L09-205	09-28329	(1) PB w/14.5 colorful pills, (1) dig scale
601	L09-210	09-29564	(2) yellow / wht rocks
602	L09-213	09-29911	(1) PB w/2 yellowish rock like sub
603	L09-217	09-31454	(1) PB w/wht / yellow rock like sub
604	L09-219	09-32226	(1) sm yellow / wht rock, (1) glass pipe
605	L09-222	09-32189	(1) PB w/wht pwr sub
606	L09-223	09-32392	(1) rolled up piece of paper w/2 wht rock like sub
			(1) lrg pb w/2 crack pipes w/solid yellow / wht rock like sub, (1) aluminum gum wrapper w/yellow / wht sub, (1) piece of yellow / wht rock like sub
607	L09-228	09-33664	(1) PB w/crushed wht / yell rock
608	L09-229	09-33650	(1) container w/(15) pieces of off wht rock like sub
609	L09-230	09-33896	
610	L09-232	09-29030	(1) PB w/pm, (1) plastic container w/pm, (1) btle w/6 pill of alprazolam 25mg, (4) roaches w/pm, (1) yellow capsules, (2) wht pills
611	L09-233	09-34504	(1) wht chapstick container w/5 blue round pills
612	L09-235	09-34706	(3) sm pieces of off wht rock like objects
613	L09-241	09-35902	(2) pieces of wht rock like sub
			(1) grn pill btle, (1) pb w/1 wht pill w/M357, (1) pb w/8 wht pills w/GGN7, (1) PB w/52 yellow round shaped pills w/"W" or "V"
614	L09-245	09-36799	(1) off wht rock like sub
615	L10-001	09-37631	(1) PB w/off wht rock obj
616	L10-027	10-04775	(1) PB w/1 wht rock like sub
617	L10-029	10-04984	Off wht rock like sub
618	L10-030	10-05106	(1) PB w/multiple tablets of prescription drugs
619	L10-032	10-05393	(1) piece of brillo in brn paper w/1 wht rock like sub, (2) glass pipes
620	L10-035	10-05656	(1) PB w/2 yellowish rock like sub
621	L10-039	10-06070	(1) wht oblong shaped pill labeled "k84" & (1) blue oblong shaped pill labeled "44-485"
622	L10-042	10-06566	Off wht rock like sub
623	L10-043	10-06717	(1) PB w/multiple lrg pieces of solid yell/wht rock sub, (1) PB w/hrc in brn paper w/pm
624	L10-044	10-06753	

625	L10-053	10-08649	(3) PB's w/rock sub
626	L10-057	10-08761	(1) PB w/yell/wht rock
627	L10-060	10-09752	SM piece of off wht rock like sub, glass pipe
628	L10-061	10-09752	Sm piece of off wht rock like sub
629	L10-069	10-11671	(1) PB w/yellowish powdery sub
			(1) wht box w/crystal powdr, syringe, tin foil ball w/crystal like wht powdr,
630	L10-072	10-11824	red box w/spoon w/wht residue
631	L10-075	10-12876	(1) orange med btle w/3 wht pills
632	L10-078	10-12951	wht rock like sub
633	L10-083	10-13904	(1) PB w/wht rock like sub
634	L10-090	10-15043	(1) PB w/2 yellow rocks
635	L10-098	10-15750	(1) PB w/yellow wht rock like object
636	L10-099	10-16018	(1) yellow rock
637	L10-104	10-16814	(1) PB w/yellowish / wht rock sub, (1) PB w/pm
638	L10-106	10-16912	(1) Blk PB w/yellowish wht rock sub
639	L10-114	10-17687	(1) PB w/yellow/wht rock sub
640	L10-115	10-17926	(1) PB w/multiple pieces of a solid yell / wht rock like sub
641	L10-120	10-18797	(1) PB w/several yell / wht rock like sub
642	L10-121	10-18795	(1) PB w/pm, (1) PB w/yell / wht rock like sub
643	L10-123	10-19151	(5) pieces of off wht rock like objects
644	L10-124	10-19049	(1) Brn PB w/solid yellow / wht rock like sub
645	L10-128	10-20080	(1) Sm red cross toothache box w/wht / yell rock like sub
646	L10-131	10-20706	Sm wht rocks
647	L10-132	10-20644	(2) pieces of off wht rock sub
			(1) wht plastic container w/several rock like sub, (1) hrc in brn paper w/pm
648	L10-133	10-20917	(1) plastic wrapper w/3 wht / yellowish rock like sub
649	L10-135	10-21034	(1) Sm PB w/multiple grn & yellow pills
650	L10-136	10-21153	(1) Lays chip bag w/pink PB w/3 wht rock like sub
651	L10-137	10-21156	(1) org circular pill w/letter "b" and numbers "15" and "777"
652	L10-146	10-21878	(1) PB w/multiple lrg pieces of yellowish wht rock like sub
653	L10-157	10-23570	(1) PB w/pm, (1) PB w/3 hrc w/pm, (1) pb w/wht rock like object, (1) razor blade, silver colored grinder, cd case w/cd w/wht residue, (1) pb w/multiple seeds
654	L10-159	10-23894	

655	L10-162	10-24278	(1) PB w/wht powdr sub
656	L10-172	10-25552	(1) PB w/whit, red straw w/whit powdr, red plastic straw w/whit powdr sub,
657	L10-182	10-26409	red, wht, blue straw w/whit powdr sub, (1) pb w/whit powdr sub
658	L10-183	10-26725	(1) PB w/yellow / wht rock like sub
659	L10-184	10-26859	PB w/whit powdr
660	L10-185	10-27177	(1) Brn paper towel w/whit crystal rock like sub
661	L10-191	10-28023	(1) lrg piece of wht rock
662	L10-193	10-28417	(1) PB w/yellow / wht powdr sub
663	L10-196	10-29214	(1) PB w/whit powdr sub
664	L10-204	10-30847	(1) PB w/whit powdr
665	L10-206	10-?	(1) PB w/yellow / wht rock like sub
666	L10-209	10-31646	Plastic container w/multiple pieces of solid yellow/whit rock like sub
667	L10-211	10-31883	(1) PB w/sm wht envelope w/whit powdr sub
668	L10-215	10-32230	Brownish pill btle w/multiple red & wht tablets
669	L10-223	10-33963	(1) PB w/off wht rock like object
670	L10-225	10-34151	Off wht rock like sub
671	L10-226	10-34212	(1) PB w/5 mushrooms
672	L10-227	10-34218	(1) PB w/wht powdr sub
673	L10-233	10-34973	(1) org pill btle w/4 yellow pills & (6) org capsules
674	L10-241	10-35423	(1) Pb w/off wht rock
675	L10-242	10-35404	(2) PB's w/wht powdr
676	L10-249	10-36654	(1) PB w/off wht rock
677	L10-250	10-35027	(1) PB w/off wht rock
678	L11-006	11-01391	(2) PB's w/pm, (1) PB w/whit powdr sub
679	L11-007	11-01676	Sm amt of wht rock like sub
680	L11-010	11-01742	(1) PB w/yell / wht rock like sub
681	L11-016	11-02712	PB w/multi wht rock like sub
682	L11-023	11-03036	(1) piece of off wht rock like sub
683	L11-028	11-03630	(1) med btle w/16 wht pills, (1) PB w/pm, (1) dig scale
684	L11-029	11-03630	(1) PB w/yell / wht rock sub
685	L11-030	11-03577	(1) Wht plastic container w/several off wht yellowish rock like sub
			(11) PB's w/1 pill each
			Off wht objects

686	L11-041	11-04912	(1) PB w/multi wrapped PB w/pm, (1) PB w/wht bag w/wht pwdr sub
687	L11-043	11-05120	(1) Sm PB w/crack cocaine
688	L11-044	11-05189	(2) PB w/numerous off wht rock like objects
689	L11-052	11-06345	(1) PB w/off wht rock like object, (1) blk scale
690	L11-056	11-06551	Numerous PB's w/pm, (1) PB w/colored pills
691	L11-057	11-06612	(2) off wht rocks
692	L11-058	11-06707	(29.5) blue pills marked "555/164" on one side & barr on other side
693	L11-069	11-12106	(1) med container w/yellowish rock like sub
694	L11-070	11-07378	Blk plastic btle w/4 round wht tablets w/G2 on side
695	L11-071	11-07378	(3) blue oval pills w/2089V stamped on side
696	L11-082	11-09434	Pieces of off wht rock like sub
697	L11-084	11-09500	(1) PB w/yellowish wht rock like sub
698	L11-088	11-09852	(1) PB w/pm, (1) pb w/2 org pills
699	L11-091	11-10291	(2) PB w/off wht rock like sub
700	L11-122	11-14815	(1) PB w/off wht pwdr sub
701	L11-124	11-15058	(1) glass pipe w/wet wht sub, pipe has rubber, (1) glass pipe w/unlk sub w/2 pipes
702	L11-127	11-15372	Wht rock sub, (1) dig scale
703	L11-129	11-15442	Off wht rock sub
704	L11-138	11-16292	(1) Sm PB w/light grn wht chalk like sub
705	L11-140	11-16568	(1) PB w/copper pipe w/wht rock sub
706	L11-143	11-17074	Sm wht rock like object
707	L11-145	11-17172	(1) PB w/wht rock like sub, Pk of cigarettes
708	L11-150	11-17421	(5) PB w/wht pwdr sub
709	L11-151	11-17517	(1) PB w/wht rock like objects
710	L11-160	11-18500	(5) pills (2 grn, 2 pink, & 1 org)
711	L11-165	11-19159	(2) Plastic Containers w/wht rock crumbs
712	L11-170	11-19631	(1) PB w/wht rock like sub
713	L11-172	11-19958	(1) piece of paper w/off wht object
714	L11-179	11-20615	Blue cont w/off wht pills, multi pills in a gld package
715	L11-180	11-20615	(2) PB w/wht pwdr sub, (1) wht tablet w/a 3 on it
716	L11-181	11-20615	Multiple PB's w/wht sub, (1) wht tablet

717	L11-182	11-20648	(1) PB w/napkin w/pm, (1) PB w/multi pieces of solid yellow/wht rock sub
718	L11-192	11-22230	(1) PB w/wht pwrdr like sub
719	L11-193	11-22073	(2) PB's w/wht rock like sub
720	L11-202 (A)	11-23275	(1) PB w/wht rock like sub
721	L11-204 (A)	11-23501	(1) PB w/wht rock
722	L11-205	11-22725	(1) PB w/multiple pieces of yellow / wht rock
723	L11-207	11-22824	(2) Sm tubes w/wht pwrdr, Blk Belt, (4) syringes
724	L11-215	11-24038	Glass Jar w/wht residue
725	L11-222	11-24673	(1) PB w/powdery wht sub
726	L11-223	11-24808	Plastic cylinder w/7 wht rock like sub
727	L11-239	11-27134	(1) PB w/wht rock sub
728	L11-262	11-29701	Multi PB's w/pm, multi lng wht pills, Dig scale, (1) PB w/multi PB
729	L11-266	11-30735	(2) Sm rocks
730	L11-269	11-31927	(1) PB w/wht rock like sub
731	L11-273	11-32203	(1) PB w/wht rock like sub & PB w/11 round pills, Dig scale, PB w/misc empty blue PB
732	L11-282	11-33132	(1) Blue btle cap w/wht residue, (2) wht triangle shaped pills w/"M" on one side & "8" on the other
733	L11-289	11-34238	(1) PB w/pill
734	L11-292	11-34860	PB w/wht pwrdr sub
735	L11-300	11-35487	(1) PB w/several pieces of wht rock like sub
736	L11-305	11-36034	(1) PB w/yellowish wht rocks
737	L11-306	11-36044	(1) PB w/off wht sub
738	L11-307	11-36137	(1) PB w/multi wht rocks
739	L11-311	11-36568	(1) PB w/several off wht rocks
740	L11-314	11-37117	(1) PB w/1 rock and (1) pipe
741	L12-003	11-38179	(1) PB w/wht rock like sub



We Are Columbia

MEETING DATE: November 10, 2020

DEPARTMENT: Public Works

FROM: *Andrew Ritter, Assistant*

SUBJECT: Council is asked to approve the installation of a 4-way stop at Whaley Street and Sumter Street, as requested by the Public Works Department.

**FUNDING SOURCE &
ORIGINAL BUDGET:**

CLEAN WATER 2020?: No

PURPOSE:

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

Council is asked to approve the Installation of a 4-way stop at Whaley Street and Sumter Street to address safety issues at the intersection.

ATTACHMENTS:

- Whaley & Sumter 4-Way to CC (PDF)
- Sumter & Whaley St. 4 Way Stop (PDF)



EVERYBODY COUNTS, EVERYBODY CONTRIBUTES, EVERYBODY BENEFITS

CITY OF COLUMBIA
PUBLIC WORKS DEPARTMENT
TRAFFIC ENGINEERING DIVISION

INTEROFFICE MEMORANDUM

TO: Robert Anderson, Director of Public Works
FROM: Andrew K. Ritter, Assistant City Traffic Engineer AKR
SUBJECT: 4-Way Stop Request – Intersection of Whaley Street and Sumter Street
DATE: October 23, 2020

In response to a request from SCDOT and concerns from USC students, a review of traffic conditions in the area of the subject intersection was conducted relative to the need 4-way stop control.

Sumter Street is owned and maintained by the state. This portion of Whaley Street is owned and maintained by the City of Columbia.

Based on our review, we have no objection to the installation of a 4-way stop as shown on the attached map. The Police and Fire Departments have also reviewed the proposed installation. If City Council approves, please advise me, and we will proceed.

Attachment: Whaley & Sumter 4-Way to CC (6291 : Whaley & Sumter 4-Way Stop)

18.b





We Are Columbia

MEETING DATE: November 10, 2020

DEPARTMENT: Public Works

FROM: *Andrew Ritter, Assistant*

SUBJECT: Council is asked to approve a four-way stop at the intersection of West Confederate Avenue and Clark Street, as requested by the Public Works Department.

**FUNDING SOURCE &
ORIGINAL BUDGET:**

CLEAN WATER 2020?: No

PURPOSE:

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

ATTACHMENTS:

- Confederate & Clark 4-Way to CC (PDF)
- Confederate & Clark 4 Way Stop (PDF)



EVERYBODY COUNTS, EVERYBODY CONTRIBUTES, EVERYBODY BENEFITS

CITY OF COLUMBIA
PUBLIC WORKS DEPARTMENT
TRAFFIC ENGINEERING DIVISION

INTEROFFICE MEMORANDUM

TO: Robert Anderson, Director of Public Works
FROM: Andrew K. Ritter, Assistant City Traffic Engineer *AKR*
SUBJECT: 4-Way Stop Request – Intersection of West Confederate Avenue and Clark Street
DATE: October 23, 2020

In response to a request from the Elmwood Park Neighborhood Association, a review of traffic conditions in the area of the subject intersection was conducted relative to the need 4-way stop control.

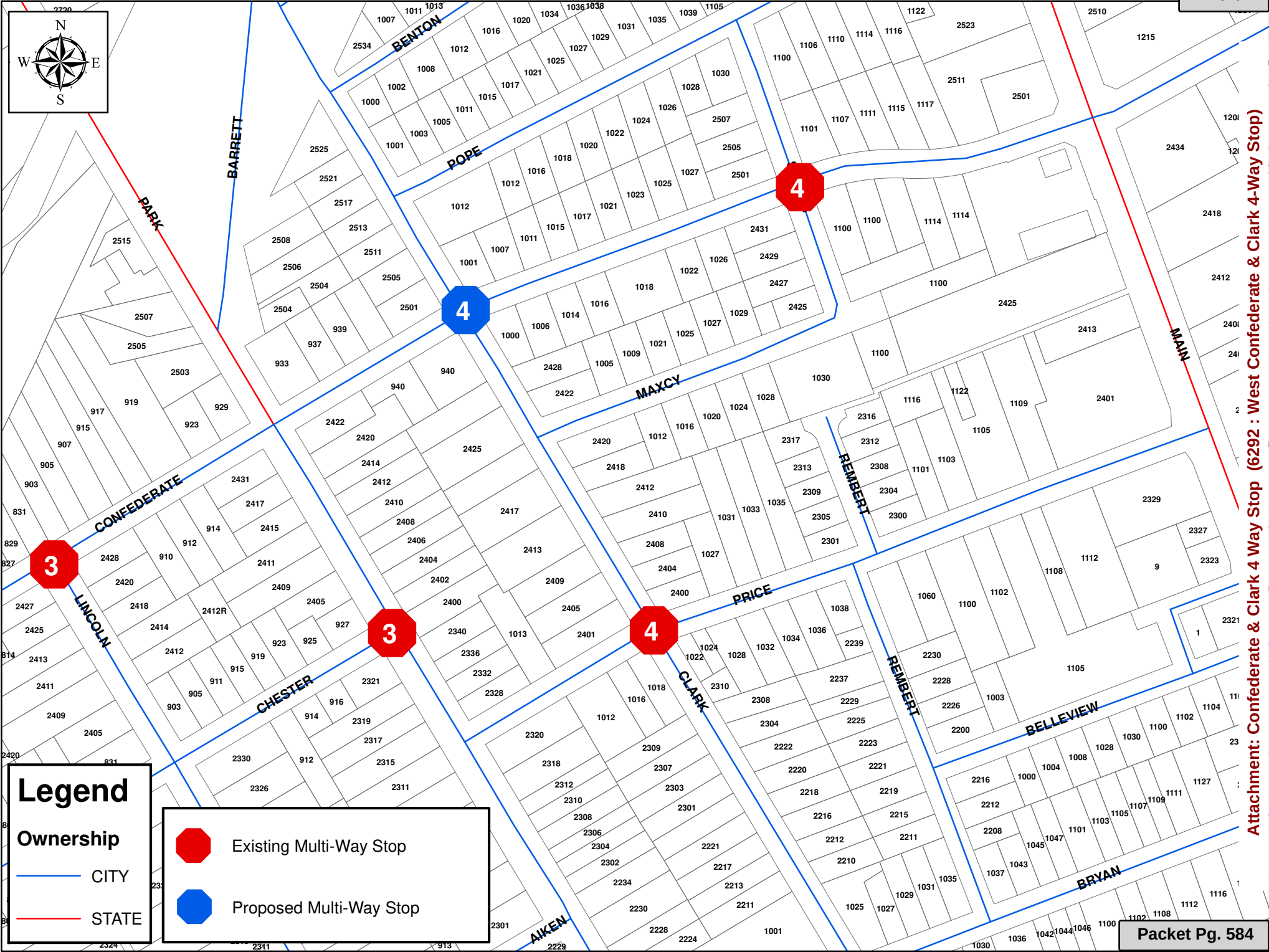
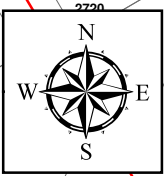
West Confederate Avenue and Clark Street are both owned and maintained by the City of Columbia. Both roads are two-lane residential in nature.

Based on our review, we have no objection to the installation of a 4-way stop as shown on the attached map. The Police and Fire Departments have also reviewed the proposed installation. If City Council approves, please advise me, and we will proceed.

Attachment: Confederate & Clark 4-Way to CC (6292 : West Confederate & Clark 4-Way Stop)

Confederate & Clark Proposed Multi-Way Stop

19.b



Legend

Ownership

— CITY

— STATE

Existing Multi-Way Stop

Proposed Multi-Way Stop

Attachment: Confederate & Clark 4 Way Stop (6292 : West Confederate & Clark 4-Way Stop)



We Are Columbia

MEETING DATE: November 10, 2020

DEPARTMENT: City Clerk

FROM: *Erika Hammond, City Clerk*

SUBJECT: Council is asked to refer the naming of the park at Bull Street to the Administrative Policy Committee, as requested by Administration.

FUNDING SOURCE & ORIGINAL BUDGET:



We Are Columbia

MEETING DATE: November 10, 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



We Are Columbia

MEETING DATE: November 10, 2020

DEPARTMENT: Legal Department

FROM: *Shari Ardis, Legal Office Manager*

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

FUNDING SOURCE & ORIGINAL BUDGET:

PURPOSE:

Jones v. City of Columbia
Campbell v. The South Carolina Department of Transportation and the City of Columbia
Strom v. City of Columbia



We Are Columbia

MEETING DATE: November 10, 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:

Whitewater/Finlay Park
Public Art
Columbia City of Women Art Sculpture
Segra Naming Rights



We Are Columbia

MEETING DATE: November 10, 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:
Sports Park Feasibility Study



We Are Columbia

MEETING DATE: November 10, 2020

DEPARTMENT: City Clerk

FROM: *Erika Hammond, City Clerk*

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

FUNDING SOURCE & ORIGINAL BUDGET:

PURPOSE:

Municipal Court