



We Are Columbia

COLUMBIA CITY COUNCIL MEETING AGENDA TUESDAY, NOVEMBER 17, 2020

The Columbia City Council will conduct a Meeting on Tuesday, November 17, 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: **7972**. For additional meeting information visit www.columbiacitysc.igm2.com. You may also register at this site to post comments related to items on the agenda. For questions regarding the meeting portal, please contact the City Clerk at (803)545-3045 or cityclerk@columbiasc.gov.

The Honorable Mayor Stephen K. Benjamin

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

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

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

CALL TO ORDER

INVOCATION

ADOPTION OF THE AGENDA

APPROVAL OF MINUTES

1. Council is asked to approve the September 15, 2020 and October 6, 2020 Council Meeting Minutes.

CITY COUNCIL DISCUSSION / ACTION

2. COVID-19 Update - The Honorable Mayor Stephen K. Benjamin
 - COVID-19 Situational Report - Mr. Harry Tinsley, Emergency Management Director
3. Recognition of the Columbia Complete Count Committee - The Honorable Mayor Stephen K. Benjamin



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CONSENT AGENDA ITEMS 4 THROUGH 21

4. Council is asked to approve Fiscal Year 2020/2021 Contract Renewal for Information Technology Training, Certification, Research, and Event Venue Management, as requested by the Economic Development Department. Award to ITology in the amount of \$10,000.00. This firm is located in Columbia, SC.

Funding Source: Special Contracts (5511301-638300). The original budget amount is \$10,000.00.

5. Council is asked to approve Fiscal Year 2020/2021 Contract Renewal for Recruitment and Entrepreneurial Assistance, as requested by the Economic Development Department. Award to Midlands Technical College Enterprise Campus Authority in the amount of \$10,000.00. This firm is located in Columbia, SC.

Funding Source: Special Contracts (5511301-638300). The original budgeted amount is \$10,000.00.

6. Council is asked to approve Fiscal Year 2020/2021 Contract Renewal for Entrepreneurial Support, Management, and Assistance, as requested by the Economic Development Department. Award to USC/Columbia Technology Incubator in the amount of \$25,000.00. This firm is located in Columbia, SC.

Funding Source: Special Contracts (5511301-638300). The original budgeted amount is \$25,000.00.

7. Council is asked to approve Fiscal Year 2020/2021 Contract Renewal for Sister Cities Programs to Assist with Recruitment, Marketing, and Research, as requested by the Economic Development Department. Award to Columbia World Affairs Council in the amount of \$30,000.00. This firm is located in Columbia, SC.

Funding Source: Special Contracts (5511301-638300). The original budget amount is \$30,000.00.

8. Council is asked to approve Fiscal Year 2020/2021 Contract Renewal for Assistance with Project Management, Promotions, Marketing, and Research, as requested by the Economic Development Department. Award to EngenuitySC in the amount of \$32,500.00. This firm is located in Columbia, SC.

Funding Source: Special Contracts (5511301-638300). The original budget amount is \$32,500.00.



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9. Council is asked to approve Fiscal Year 2020/2021 Contract Renewal for Assistance with Recruitment, Project Management, Promotions, Marketing, and Research, as requested by the Economic Development Department. Award to Central SC Alliance in the amount of \$36,000.00. This firm is located in Columbia, SC.

Funding Source: Special Contracts (5511301-638300). The original budget amount is \$36,000.00.

10. Council is asked to approve Fiscal Year 2020/2021 Contract Renewal for Entrepreneurship, Small Business Development, Event Management, and Marketing, as requested by the Economic Development Department. Award to GrowCo in the amount of \$37,500.00. This firm is located in Columbia, SC.

Funding Source: Special Contracts (5511301-638300). The original budget amount is \$37,500.00.

11. Council is asked to approve an Economic Development Grant Agreement for an Office Expansion Project within the City of Columbia, as requested by the Economic Development Department. Award to Robinson Gray Stepp & Laffitte, LLC in an amount not to exceed \$50,000.00. This firm is located in Columbia, SC.

Funding Source: ED Special Allocation (5511301-638508). The original budget amount is \$50,000.00.

12. Council is asked to approve Fiscal Year 2020/2021 Contract Renewal for Services Related to Supporting our Military and the Retention of Military Personnel and Services and Operations located at Fort Jackson, as requested by the Economic Development Department. Award to the Greater Columbia Chamber of Commerce in the amount of \$53,500.00. This firm is located in Columbia, SC.

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

13. Council is asked to approve Fiscal Year 2020/2021 Contract Renewal for Professional Services for Improvement and Operational Services within the Downtown Business Improvement District Including Marketing, Advertising, and Safety Services ("Yellow Shirt" Program), as requested by the Economic Development Department. Award to the City Center Partnership in the amount of \$70,000.00.

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



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14. Council is asked to approve additional funding for the Little Lake Katharine Dredging Project, as requested by the Engineering Department. Award to the Little Lake Katharine Homeowners Association in the amount of \$128,050.00.

Funding Source: Stormwater - Special Contracts (5534202-638305). The original budget amount was \$92,950. The budget amount for this amendment is \$128,050. The total revised budget amount is \$221,000.00.

15. Council is asked to approve Year Three of a Five Year Lease Purchase Agreement for Motorola Radios, as requested by the Columbia Police Department. Award to Motorola Inc., using the South Carolina State Contract, in the amount of \$327,101.78. The vendor is located in Blythewood, SC.

Funding Source: Police Administrative Services - Radio Equipment (1012402 – 627500). The original budget amount is \$327,101.78.

16. Council is asked to approve a Contract for Project WM4499; New 2" Water Main Upgrades for Chimney Ridge Subdivision, as requested by Columbia Water. Award to Smoak Construction, LLC, a Minority Business Enterprise (W) in an amount not to exceed \$91,344.00, which includes contingency. This firm is located in Little Mountain, SC.

Funding Source: Water and Sewer Capital Projects (5529999-WM449901-658650). The original budget amount is \$145,728.00.

This is both a Local Business Enterprise (LBE) and a Mentor Protégé Program (MPP) Protégé Only project. Smoak Construction, LLC, the protégé, will be performing water line installation work at 78% (\$59,538.00) of the total contract value.

The following suppliers will be providing the following materials/supplies:

Fortiline Waterworks of Columbia, SC will be providing pipe fittings services at 16% (\$12,082.00) of the total contract value.

Argos of Columbia, SC will be providing concrete/flowable fill services at 4% (\$3,000.00) of the total contract value.

Sloan Construction of Columbia, SC will be providing asphalt services at 2% (\$1,500.00) of the total contract value.



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17. Council is asked to approve Contract Amendment #4 for Project SS7331; Upper Kinley Creek Sewer Improvements, as requested by Columbia Water. Award to Thomas & Hutton Corporation in the amount of \$176,300.00. The firm is located in Columbia, SC.

Funding Source: Water & Sewer Capital Projects/Capital Project Costs (5529999-SS733101-658650). The original budget amount was \$556,800.00. The budget amount for this amendment is \$176,300.00. The total revised budget amount is \$733,100.00.

This is a Clean Water 2020 Program Project and a Mentor Protégé Program Project. Thomas and Hutton Corporation is the mentor and will provide planning, design, construction services at 73.47% (\$538,640.00) of the revised total contract amount. OLH, Inc., a Minority Business Enterprise of Columbia, SC, is the protégé and will assist with permitting, bidding, and construction observation services at 20.69% (\$151,660.00) of the revised total contract amount.

The following subcontractors will provide additional services:

Terracon Consulting Engineer of Columbia, SC, will provide additional geotechnical services at 3.79% (\$27,800.00) of the revised total contract amount.

Redzone Robotics of Columbia, SC, will provide additional CCTV services at 2.05% (\$15,000.00) of the revised total contract amount.

18. Council is asked to approve an Agreement for Project SS7565; Lower Kinley Creek Sewer Improvements, as requested by Columbia Water. Award to Weston & Sampson Engineers, Inc. in the amount of \$821,580.00. The firm is located in Columbia, SC.

Funding Source: Water and Sewer Capital Projects - Capital Project Costs (5529999-SS756501-658650). The original budget amount is \$821,580.00.

This is a Mentor Protégé Program Project. Weston & Sampson Engineers, Inc. is the mentor and will provide project management, engineering design, permitting, bidding and award services at 79.87% (\$656,180.00) of the total contract amount. Carper Civil Consulting, a Minority Business Enterprise (W) of Columbia, SC, is the protégé and will provide project administration, engineering design, and management of sub-consultants services at 20.13% (\$165,400.00) of the total contract amount.

19. Council is asked to approve an Agreement for Project SS7564; West Columbia Pump Station Improvements, as requested by Columbia Water. Award to Brown and Caldwell in the amount of \$677,500.00. The firm is located in Columbia, SC.

Funding Source: Water and Sewer Capital Projects - Capital Project Costs (5529999-SS756401-658650). The original budget amount is \$677,500.00.



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This is a Mentor Protégé Program Project. Brown and Caldwell is the mentor and will provide planning, analysis, preliminary engineering and development, and permitting services at 67.57% (\$457,761.00) of the total contract amount. 4D Engineering, a Minority Business Enterprise (W) of Lexington, SC, is the protégé and will provide civil assessment, permitting, design, and construction administration services at 20.00% (\$135,500.00) of the total contract amount.

The following sub-consultants will provide additional services:

Chao & Associates, a Minority Business Enterprise of Columbia, SC will provide structural assessment and preliminary design report development services at 3.57% (\$24,239.00) of the total contract amount.

Clemson Engineering Hydraulics of Anderson, SC will provide hydraulic modeling services at 8.86% (\$60,000.00) of the total contract amount.

20. Council is asked to approve the Issuance of Indefinite Delivery Contracts (IDCs) for Waterline/Hydrant Leak Restoration Services, as requested by Columbia Water. Award to the following firms in a total amount not to exceed \$1,500,000.00 for an initial term of one year, with the option to renew for two additional one year periods. Project specific task order(s) shall be required, executed, and issued for each waterline/hydrant leak restoration project awarded under the approved IDC.

Funding Source: Engineering Wastewater System Improvements – SPC Contracts – Water/Sewer, Stormwater (5516221-638305). The original budget amount is \$1,500,000.00.

Mentor	IDC Not to Exceed Amount	Protégé Firm & Location (Minimum 20% required)
Carolina Tap & Bore, Inc. West Columbia, SC	\$500,000.00	LG Utility Contractors, Inc. Minority Business Enterprise (W) Lugoff, SC
LAD Construction Swansea, SC	\$500,000.00	JA Mabus and Associates Batesburg, SC
GH Smith Construction Columbia, SC	\$250,000.00	Smoak Construction Minority Business Enterprise (W) Little Mountain, SC
Lake Murray Utility Chapin, SC	\$250,000.00	J.W. Brown Construction LLC Lexington, SC

All projects are awarded from the Columbia Water Preapproved Contractors Listing and will utilize the Mentor Protégé Program, requiring a minimum 20% of the project to be completed by the Protégé.



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21. Council is asked to approve an Agreement for Community Development Block Grant Disaster Recovery (CDBG-DR) Program Management Services, as requested by the Community Development Department. Award to ICF Incorporated, LLC in the amount of \$989,767.50 for an initial term of two years with the option to renew for two additional one-year periods. The firm is located in Fairfax, VA.

Funding Source: CDBG-DR Control Account - 2015 October Flood Recovery (2639999-9107402017, 9107404017, 9107080017, 9107901017, 9107406017-638400). The original budget amount is \$989,767.50.

ICF Incorporated, LLC, will provide extensive CDBG-DR program management technical assistance and training services at 84.27% (\$834,108.50) of the total contract amount.

The following sub-consultants will provide additional services:

Livable Housing, Inc., a Minority Business Enterprise (W) of York, PA, will provide subject matter expertise in lead safe housing, green building, construction management, construction standards, and construction pricing services at 8.35% (\$82,680.00) of the total contract amount.

DESA, Inc., a Minority Business Enterprise (W) of Columbia, SC, will provide community engagement and support the City's citizen participation, community outreach, and Section 3 activities during engagement services at 7.07% (\$69,934.00) of the total contract amount.

JMB Preservation Advisors of Holly Springs, NC, will provide technical support and assist with the City's Multifamily Housing Fund program underwriting at 0.31% (\$3,045.00) of the total contract amount.

RESOLUTIONS

22. Resolution No.: R-2020-102 Authorizing the City Manager to execute a Community Development Block Grant - Disaster Recovery (CDBG-DR) Subrecipient Agreement between the City of Columbia and The St. Bernard Project, Inc. dba SBP, Inc.
23. Resolution No.: R-2020-090 Authorizing the City Manager to execute an Assignment of Contract of Sale and Purchase of Real Estate between the City of Columbia and Executive Management & Leasing, Inc. for the purchase of 1127 Washington Street, Richland County TMS #09013-04-08
24. Resolution No.: R-2020-093 Certifying various Buildings as Abandoned Buildings 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 the property located at Bull Street, Richland County TMS # 09113-16-04, 11404-11-04, 11404-12-01, 11501-01-01(portion) and 11501-01-22



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25. Resolution No.: R-2020-099 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 the property located at 1501 Richland Street, Richland County TMS # R11404-01-16
26. Resolution No.: R-2020-098 Authorizing the City Manager to execute a Memorandum of Understanding between the City of Columbia and the Central Midlands Regional Transit Authority Allocating and Delegating Responsibilities for Bus Stops with the City of Columbia
27. Resolution No.: R-2020-103 Authorizing the City Manager to execute a Parking Facility Development Agreement between the City of Columbia and BullStreet Development, LLC

ORDINANCES - FIRST READING

28. Ordinance No.: 2020-106 Approving the Use of Certain Funds of the City of Columbia, South Carolina in order to Acquire, Construct, Equip and Develop Land and Improvements within the Bull Street Facilities and Pay Certain Costs Associated with the Development Thereof; and Other Matters Relating Thereto - Bull Street Parking Facility 1/Construction and Development
29. Ordinance No.: 2020-095 Providing for an Installment Plan of Finance for Certain Downtown City Projects; Approving Columbia Facilities Corporation and its Activities, Including the Issuance by the Corporation of not exceeding \$57,250,000 Principal Amount of Its Installation Purchase Revenue Bonds, in One Or More Series, Tax-Exempt or Taxable; Authorizing the Execution and Delivery of a Base Lease and Conveyance Agreement and an Installment Purchase and Use Agreement Each Between the City of Columbia, South Carolina and The Corporation; Approving the Form and Terms of a Trust Agreement Between the Corporation and a Corporate Trustee Named Therein, in Connection with such Bonds; Approving the Form of a Preliminary Official Statement and Other Documents With Respect to the Marketing and Sale of Such Bonds; Delegating Authority to the Mayor, the City Manager and the Assistant City Manager for Finance and Economic Services, or any Two of Them Acting Together, to Approve and Determine Certain Matters; and Other Matters Relating Thereto



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30. Ordinance No.: 2020-102 Granting an encroachment to Clear Dot Charter School Columbia for the use of the right of way area of the 2000 block of Marion Street adjacent to 2015 Marion Street, Richland County TMS#09016-10-10 for the installation and maintenance of pollinator flower beds
31. Ordinance No.: 2020-103 Granting an encroachment to Choice Hotels for the use of the right of way areas of the 1000 block of Lady Street and 1200 block of Park Street adjacent to its building at 1000 Lady Street, 1010 Lady Street, 1014 Lady Street and 1218 Park Street, Richland County TMS#09013-09-01, 09013-09-02, 09013-09-04, and 09013-09-22 for the installation and maintenance of sidewalks, driveways, parking, landscaping and irrigation
32. Ordinance No.: 2020-105 Authorizing the City Manager to execute a Contract of Sale between the City of Columbia and T.E.O., LLC for the sale of approximately 9.90 acres being known as Parcel C, located on the N/S of Farrow Road, Richland County TMS #11612-04-01

PUBLIC HEARING & FIRST READING FOR ZONING / PLANNING MATTERS

33. ANNEXATION, COMPREHENSIVE PLAN MAP AMENDMENT, AND ZONING MAP AMENDMENT for 1314 Rosewood Drive; TMS# 11208-02-10

Ordinance No: 2020-096 Annexing and Incorporating 1314 Rosewood Drive, Richland County TMS #11208-02-10 into Columbia Compass: Envision 2036 adopted by Ordinance No.: 2020-028 on August 4, 2020

Council District: 3

Proposal: Request recommendation to assign land use classification of Community Activity Corridor (AC-2) and assign zoning of General Commercial District (C-3) within a Flood Protective Area (-FP) for a pending annexation. The property is currently classified as Mixed Residential (High Density) and zoned HI (Pending GC) by Richland County.

Applicant: Realty Haven, LLC

Staff Recommendation: Approval

PC Recommendation: 10/05/2020; Approval (8-0)



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34. ANNEXATION, COMPREHENSIVE PLAN MAP AMENDMENT, AND ZONING MAP AMENDMENT for 1.45-acre portion of 940 Gracern Road; TMS# 07301-02-01(p)

Ordinance No: 2020-097 Annexing and Incorporating 1.45-acre portion of 940 Gracern Road, Richland County TMS#07301-02-01(pt) into Columbia Compass: Envision 2036 adopted by Ordinance No.: 2020-028 on August 4, 2020

Council District: 2

Proposal: Request to annex, assign land use classification of Employment Campus (EC) and assign zoning of General Commercial (C-3) at the time of annexation. The property is currently classified as Mixed Residential (High Density) and zoned RS-LD by Richland County.

Applicant: American Home Renovations, LLC

Staff Recommendation: Approval

PC Recommendation: 05/04/2020; Approval (7-0)

35. ANNEXATION, COMPREHENSIVE PLAN MAP AMENDMENT, AND ZONING MAP AMENDMENT for 1215 Shop Road; TMS# 11210-01-02

Ordinance No: 2020-101 Annexing 1215 Shop Road, Richland County TMS #11210-01-02

Council District: 3

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

Applicant: Hood Real Estate Investments, LLC

Staff Recommendation: Approval

PC Recommendation: 11/02/2020; Approval (8-0)



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36. FUTURE LAND USE MAP AMENDMENT for parcels affected by annexation or modification of land use occurred between February 13 and November 17, 2020.

Ordinance No: 2020-094 Amending the Columbia Compass: Envision 2036 Map to assign or amend land use classifications for parcels where annexation or modification of future land use occurred between February 13, 2020 and November 17, 2020

City Council Districts: All

Proposal: Amend the Future Land Use Map of Columbia Compass: Envision 2036 to assign or amend land use classifications for parcels where annexation or modification of future land use occurred or will occur between February 13 and November 17, 2020.

Applicant: City of Columbia

Staff Recommendation: Approval

PC Recommendation: 09/14/2020; Approval (8-0)

37. UNIFIED DEVELOPMENT ORDINANCE - Revise Effective Date of Ordinance

Ordinance No.: 2020-099 Amending the effective date of Ordinance No.: 2020-022 repealing and replacing Chapter 17, Planning, Land Development and Zoning of the City of Columbia, South Carolina

Proposal: Revising the effective date of Ordinance to March 31, 2021.

Applicant: Rachel Bailey, Zoning Administrator

Staff Recommendation: Approval

PC Recommendation: 10/05/20; Approval (8-0)

38. ZONING TEXT AMENDMENT to Amend §17-253 - -DD (design/development)/City Center Design/Development Guidelines to delete Section 3.5.4 (Site Plan Review).

Ordinance No: 2020-100 Amending Chapter 17, Planning, Land Development and Zoning of the 1998 Code of Ordinances of the City of Columbia, South Carolina, Sec. 17-253 -- DD design/development area

Proposal: Amend Sec. 17-253 of the Columbia Code of Ordinances (-DD design/development) to amend the City Center Design/Development Guidelines to delete Section 3.5.4 (Site Plan Review).

Applicant: Councilman Daniel Rickenmann, Columbia City Council

Staff Recommendation: Approval



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PC Recommendation: 11/02/2020; Approved (8-0)

ZONING / PLANNING MATTERS - SECOND READING

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

Council District: 4

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

Applicant: Wade Carlisle, Wade Carlisle Construction, LLC

Staff Recommendation: Approval

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

First reading approval was given on September 15, 2020.

CITY COUNCIL COMMITTEE REPORTS / REFERRALS

40. Council is asked to refer presentation of the Columbia Technology Plan to the Economic and Community Development Committee, as requested by The Honorable Will Brennan.

PUBLIC INPUT

EXECUTIVE SESSION

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

*COVID-19
Columbia Water Collections
Consent Decree*

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

*Godfrey v. City of Columbia
LJ, Inc. v. City of Columbia
Grant v. City of Columbia*

ADJOURNMENT



COLUMBIA CITY COUNCIL MEETING MINUTES TUESDAY, SEPTEMBER 15, 2020

The Columbia City Council conducted a virtual meeting on Tuesday, September 15, 2020 using video conferencing technology. The Honorable Mayor Stephen K. Benjamin called the meeting to order at 2:19 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 Tem Edward H. McDowell, Jr. offered the invocation.

ADOPTION OF AGENDA

Upon a motion made by Mr. Davis and seconded by Mr. Duvall, Council voted unanimously to adopt the agenda subject to deferring the University of South Carolina update.

APPROVAL OF MINUTES

1. Council is asked to approve the May 12, 2020, June 2, 2020, and June 23, 2020 City Council Meeting Minutes.

Upon a motion made by Mr. McDowell and seconded by Mr. Duvall, Council voted unanimously to approve the May 12, 2020, June 2, 2020, and June 23, 2020 City Council Meeting Minutes.

EMERGENCY ORDINANCE

2. Ordinance No.: 2020-087 An Emergency Ordinance Extending Certain Emergency Ordinances Related to COVID-19 - *Approved*

Upon a motion made by Mr. Rickenmann and seconded by Ms. Devine, Council voted unanimously to approve Ordinance No.: 2020-087 An Emergency Ordinance Extending Certain Emergency Ordinances Related to COVID-19.

Attachment: MN_09_15_2020 (6345 : Approval of Minutes)



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CITY COUNCIL DISCUSSION / ACTION

3. COVID-19 Update - The Honorable Mayor Benjamin

Mayor Benjamin said we have seen a positive impact from our mask ordinance. As soon as we get our arms around the public health issues, we can tackle the economic challenges and educational challenges our students are facing. Unrelated to COVID-19, we unfortunately lost Mr. Bill Manley. Bill was 91 years old and one of our incredible community leaders pushing for healthy and strong neighborhoods for decades. He will be missed.

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

Mr. Harry Tinsley, Emergency Management Director said the state has conducted over 1.1 million test. We have 130,256 confirmed total positive cases. There have been 2,922 deaths due to COVID-19. In Richland County, we have a total of 13,242 cases and 209 confirmed deaths. City staff continues to partner with agencies to increase testing capacities. The static drive-through testing location at 2204 Lee Street is ongoing. There have been over 2,300 test screens completed with a 12.3% positive test rate. The CVS partnership with Benedict College at 1903 Two Notch Road is ongoing with 1,911 test screenings completed with a 14% positive test rate. All testing site information is in our website and social media platforms. The Municipal Court has reopened. We installed a thermal temperature scanner to ensure implementation of our COVID-19 safety procedures and requirements. PR and court staff have created a video that will be available to the public with what the expectations are. Currently, 11 counties and 61 municipalities have mask ordinances in our state. We have seen a continuous decrease of over 40% of total cases. Hospitals continue to have capacity and hospitalizations continue to trend downward. In regards to Hurricane Sally, the gulf is experiencing an 85 mph hurricane that is moving very slow, which produces a lot of rain. Any remnants of Sally coming through our area will arrive Thursday or Friday with two to three inches of rain. We will continue to monitor and provide updates.

Ms. Teresa Wilson, City Manager said temperature checking at the court house is a mandate by the Supreme Court Chief Justice. We will follow suit with other public facilities whenever they do open.

■ *University of South Carolina Update - President Robert Caslen – Deferred*

Attachment: MN_09_15_2020 (6345 : Approval of Minutes)



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4. Census Update - Ms. Chynna A. Phillips, MSW, Columbia Complete Count Committee Co-Chair

Ms. Chynna A. Phillips, MSW, Columbia Complete Count Committee Co-Chair said we have a 65.9% response rate to the Census. This is not good because our new deadline is September 30, 2020. South Carolina stands at statewide completion of 59.8%, the City of Columbia stands at 55%, and Richland County stands at 61.7%. We are reaching out to pull on both social capital and to expand our Census outreach within the community. We have an event coming up called Census in the South: A Road to Recovery. They chose Columbia, South Carolina as their only stop. We want to make sure we get the information out because the event is on September 17th. I also want to ask you to follow us on social media where there is access to this information that you can share with your constituents. A.C. Flora High School students has 35 student leaders who will be doing a phone bank event. We will be making a thank you post and we would like for you to share that. The online banking event will be virtual.

Councilor Devine said the numbers are not where we want them to be but we understand this has been an increasingly challenging year. We know it's already hard for people to participate and this year it has tripled. Maybe we can type something on our phones and work with PR to send it out to encourage a last push.

5. Clean Water 2020 Program Update – Mr. Clint Shealy, P.E., Assistant City Manager for Columbia Water and Bryan Cully, CDM-Smith

Mr. Clint Shealy, P.E., Assistant City Manager for Columbia Water took a moment of personal privilege to discuss the retirement of Mr. David Brewer, City Traffic Engineer. David has been in public service for over 31 years. We will miss David and we wish him well. We are concluding our eighth year of services with CDM-Smith as a business partner. They have helped us manage our Consent Decree and a lot of the programs within our wastewater collection system. They have acted as an extension of staff and a big reason why we are in the strong compliance position that we have with EPA and DHEC.

Mr. Bryan Cully, CDM-Smith said the Consent Decree was signed on May 21, 2014. In 2028, we will finish all the required projects and petition the EPA to be relieved of the Consent Decree. We have completed 16 of the 18 program submittals. We have been doing a lot of mapping of the sewer system. We have about two years left to finish. We have also spent the last couple of years doing condition assessments on the sewer system to figure out what needs fixing. We are now entering rehab and capacity improvements. The Infrastructure Rehabilitation Report and Supplemental Infrastructure Rehabilitation Report will have fixed deadlines. The City has started



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a portion of these projects and there will be fines for late projects. Capacity Improvement Projects do not have deadlines, but could trigger capacity limitations. CIP funding levels will be critical to meet the Consent Decree requirements to avoid fines and minimize capacity limitations. Of the original estimated \$750 million, Council has approved about \$312 million so far. Tonight you will be approving year nine of the 11-year Consent Decree program support contract. CDM-Smith has utilized ten different subconsultants within the Clean Water 2020 program. About \$9.1 million has been paid out to subconsultants. Out of the ten subconsultants: eight have local offices, nine are DBE firms, five are minority owned, and seven are woman owned. Due to COVID-19 impacts, we are preparing a Force Majeure request to the EPA. COVID-19 has caused significant staffing impacts and budgetary impacts to the CIP. Since the Consent Decree was passed, the City has been allowed to continue using the same capacity assurance process that it had before the Consent Decree. The Consent Decree does have a more restrictive definition of capacity and a detailed capacity assurance process laid out. A Collection System Hydraulic Model, created by a consultant, will determine if capacity is available. Based on updated projections, capacity limitations may occur in portions of the system under the new Capacity Assurance Program criteria. The Consent Decree requires notification to property owners when a defective private lateral is discovered during a sewer system condition assessment. Defective laterals allow groundwater to enter the system and take up valuable capacity. There is no current punitive clause in the City's policy for those that do not repair their laterals. The overall volume trend for sanitary sewer overflow continue to be down. The project to remedy Lake Katharine wet-weather overflow is continuing towards completion.

Councilor Davis asked if sanitary overflows have dropped.

Mr. Bryan Cully, CDM-Smith said sanitary overflows have been very consistent in the last few years. The volume resulting from those is significantly down.

Councilor McDowell asked about the progress of the Belvedere project.

Mr. Clint Shealy, P.E., Assistant City Manager for Columbia Water said that project is part of our Stormwater Capital Improvement Plan. Bryan and his team are managing our wastewater services. We have procured consulting services for Belvedere improvements and those are under design.

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CONSENT AGENDA ITEMS 6 THROUGH 27

Upon a single motion made by Mr. Duvall and seconded by Mr. Davis, Council voted unanimously to approve the **Consent Agenda Items 6** through **27**.

6. Council is asked to approve a Professional Services Agreement for State Lobbying Services, as requested by the Office of Governmental Affairs. Award to Kyle Michel Law Firm, LLC in an amount not to exceed \$72,000. This firm is located in Columbia, SC. - *Approved*

Funding Source: Governmental Affairs (1011103-636600). The original budget amount is \$72,000.

7. Council is asked to approve a Professional Services Agreement for Federal Lobbying Services, as requested by the Office of Governmental Affairs. Award to CapitalEdge Strategies, LLC in an amount not to exceed \$78,750.00. This firm is located in Washington, DC. - *Approved*

Funding Source: Governmental Affairs (1011103-636600). The original budget amount is \$78,750.00.

8. Council is asked to approve a Contract Renewal for Emergency Notification System Services for Fiscal Year 2020/2021, as requested by Columbia-Richland 911 Communications. Award to Everbridge Systems in the amount of \$79,275.00. This firm is located in Columbia, SC. - *Approved*

Funding Source: City Account (1012701-638200) \$39,637.50 and County Account (2082702-638200) \$39,637.50. The original budget amount is \$79,275.00.

9. Council is asked to approve a Contract for Crossing Guard Services for School Year 2020-2021, as requested by the Columbia Police Department. Award to Allegiance Industries in the amount of \$264,960.00. This firm is located in Columbia, SC. - *Approved*

Funding Source: Police Administrative Services, Professional Services (1012402-636600). The original budget amount is \$264,960.00.

10. Council is asked to approve Contract Amendment #8 for Citywide Video Camera Surveillance Services for Fiscal Year 2020/2021, as requested by the Columbia Police Department. Award to Statewide Security Systems, Inc. in the amount of \$218,260.00. This firm is located in Columbia, SC. - *Approved*

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Funding Source: Police Administrative Services - Professional Services (1012402-636600). The budget amount for this amendment is \$218,260.00. The total revised budget amount is \$1,311,980.00.

11. Council is asked to approve an Agreement for Audio Visual Equipment and Installation, as requested by the Emergency Management Department. Award to Advanced Video Group, Inc., using the SC State Contract in the amount of \$228,419.36. This vendor is located in Lexington, SC. - *Approved*

Funding Source: General Capital Projects - Municipal Emergency Management Operation Center (403999-CP105906-658650). The original budget amount is \$228,419.36.

12. Council is asked to approve a Hardware, Maintenance and Service Contract, as requested by the Information Technology Services Department. Award to the Hewlett Packard Enterprise Company, using the SC State Contract in the amount of \$65,258.27. This vendor is located in Roseville, CA. - *Approved*

Funding Source: Information Technology- Maintenance & Service Contract (1011120-638200). The original budget amount is \$65,258.27.

13. Council is asked to approve the Purchase of Cisco Integrated Routers and the SMARTnet Extended Services Contract, as requested by the Information Technology Services Department. Award to CDW Government, LLC, using the SC State Contract in the amount of \$738,150.32. This vendor is located in Vernon Hills, IL. - *Approved*

Funding Source: Technology Contingency - Computer Electronic Equipment - Capital (5518408-658600); Capital Lease IT - Computer Electronic Equipment - Capital (6218992-658600). The original budget amount is \$738,150.32.

14. Council is asked to approve the Purchase of a Mini Excavator and a Compact Track Loader for Wastewater Maintenance, as requested by the Fleet Services Division. Award to Blanchard Machinery, using the SC State Contract in the amount of \$102,757.00. This vendor is located in West Columbia, SC. - *Approved*

Funding Source: Mini Excavator: Utilities Wastewater Maintenance - Auto, Trucks, Heavy Equipment - Capital (5516205-658500). The original budget amount is \$47,348.00. Compact Track Loader: Utilities Wastewater Maintenance - Auto, Trucks Heavy Equipment - Capital (5516205-658500). The original budget amount is \$55,409.00.

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15. Council is asked to approve an Agreement for Project SS7481; Metro Wastewater Treatment Plant Flow Metering Improvements, as requested by Columbia Water. Award to Black & Veatch Corporation in the amount of \$75,006.00. This firm is located in Columbia, SC. - *Approved*

Funding Source: Water and Sewer Capital Projects- Influent/Effluent Meter Improvement (5529999-SS748101-658650). The original budget amount is \$75,006.00.

This is a Mentor Protégé Program Project. Black & Veatch Corporation of Columbia, SC is the Mentor and will provide design, permitting, construction services, and project closeout services at 65.4% (\$49,070.00) of the total contract amount. Howard Engineering, Inc., a Minority Business Enterprise (W), of Columbia, SC, is the Protégé and will provide electrical and I & C design engineering services and construction management including an onsite project representative during construction at 34.6% (\$25,936.00) of the total contract amount.

16. Council is asked to approve Contract Amendment #1 for Project SD8438; Queen Street Drainage & Detention Phase II, as requested by Columbia Water. Award to Black & Veatch Corporation in the amount of \$98,500.00. This firm is located in Columbia, SC. - *Approved*

Funding Source: Stormwater Improvement Capital Project Control (5549999-SD843801-658650). The original budget amount for this amendment is \$98,500.00. The total revised budget amount is \$346,300.00.

This is a Mentor Protégé Program project. Black and Veatch Corporation is the Mentor and will provide technical consulting services, permitting, final design, analysis, survey and utility mapping services at 77.4% (\$268,168.00) of the revised total contract amount. Civil Engineering Consulting Services, Inc., a Minority Business Enterprise (W), of Columbia, SC is the Protégé and will assist with final design, permitting assistance, and property correspondence services at 22.6% (\$78,132.00) of the revised total contract amount.

17. Council is asked to approve Contract Amendment #1 for Project SD8468; Upper Wildcat Creek Tributary Watershed Stormwater Infrastructure and Improvements, as requested by Columbia Water. Award to Black & Veatch Corporation in the amount of \$89,900.00. This firm is located in Columbia, SC. - *Approved*

Funding Source: Stormwater Improvement Capital Project Control (5549999-SD846801-658650). The original budget amount for this amendment is \$89,900.00. The total revised budget amount is \$284,100.00.

This is a Mentor Protégé Program project. Black and Veatch Corporation is the Mentor and will provide technical consulting services, analysis, final design, and construction administration services at 80% (\$227,260.00) of the revised total contract amount. Civil Engineering Consulting Services, Inc., a Minority Business Enterprise (W) of Columbia, SC is the Protégé and will provide roadway coordination, utility coordination, and construction administration/observation services at 20% (\$56,840.00) of the revised total contract amount.

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18. Council is asked to approve the Purchase of Automated Metering Infrastructure Meters and Registers for the Water Distribution Division, as requested by Columbia Water. Award to Badger Meter Inc., as a Sole Source in the amount of \$127,116.00. This vendor is located in Milwaukee, WI. - *Approved*

Funding Source: Utilities Water Distribution & Maintenance - Meters, Parts, and Supplies (5516203-625600). The original budget amount is \$300,000.00.

19. Council is asked to approve an Agreement for Project WM4545; Canal and Lake Murray Water Treatment Plants Filter Improvements, as requested by Columbia Water. Award to Black & Veatch Corporation in the amount of \$369,800.00. This firm is located in Columbia, SC. - *Approved*

Funding Source: Water and Sewer Capital Projects Canal Water Treatment Plant & Lake Murray Water Treatment Plant Filter Rehabilitation (5529999-WM454501-658650). The original budget amount is \$369,800.00.

This is a Mentor Protégé Program Project. Black & Veatch Corporation is the Mentor and will provide design, permitting, construction services, and project closeout services at 75.6% (\$279,600.00) of the total contract amount. Howard Engineering, Inc., a Minority Business Enterprise (W), of Columbia, SC, is the Protégé and will provide project administration, preliminary design, final design, and engineering services during construction at 24.4% (\$90,200.00) of the total contract amount.

20. Council is asked to approve Contract Amendment #7 for Project SS7261; Lake Katherine Sewer Line Capacity Enhancement, as requested by Columbia Water. Award to AECOM in the amount of \$59,130.00. The firm is located in Columbia, SC. - *Approved*

Funding Source: Unforeseen & Miscellaneous Projects (5529999-SS726101-658650). The original budget amount for this amendment is \$59,130.00. The total revised budget amount is \$1,839,605.00.

This is a Mentor Protégé Program Project. AECOM is the Mentor and will provide additional bidding and engineering services during construction in the amount of 79.8% (\$1,467,583.00) of the total contract amount. DESA, Inc., a Minority Business Enterprise of Columbia, SC, is the Protégé and will continue to provide construction administration and periodic observation services in the amount of 19.8% (\$364,790.00) of the revised total contract amount.

Civil Engineering Consulting Services, Inc., a Minority Business Enterprise (W), of Columbia, SC will be providing additional sub-consultant specialty engineering services in the amount of .40% (\$7,232.00) of the revised contract amendment value.

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21. Council is asked to approve Contract Amendment #4 for Project SD8360; Water Quality Monitoring and MS4 Program Support, as requested by Columbia Water. Award to Woolpert, Inc. in the amount of \$549,427.00. This firm is located in Columbia, SC. - *Approved*

Funding Source: Engineering Stormwater Improvements - Engineering Stormwater Improvements/Special Contracts Water/Sewer, Stormwater (5534202-SD836001-638305). The original budget amount for this amendment is \$549,427.00. The total revised budget amount is \$1,590,581.00.

The Prime Contractor, Woolpert, Inc. of Columbia, SC is providing operation and maintenance services for the continuous water quality, stream stage, and rainfall stations for Gills Creek, Kinley Creek, Rocky Branch and Smith Branch at 81.62% (\$448,442.00) of the requested amendment amount.

The following sub-consultants will provide additional services:

Rogers & Callcott Environmental of Columbia, SC will provide sampling and laboratory analytical services at 8.34% (\$45,820.00) of the requested amendment amount.

YSI Incorporated of Yellow Springs, OH will provide equipment and calibration solution for multi-parameter data sondes services at 9.13% (\$50,165.00) of the requested amendment amount.

Campbell Scientific of Logan, UT will provide vendor services/materials at 0.91% (\$5,000.00) of the requested amendment amount.

22. Council is asked to approve Contract Amendment #9 for Project SS7236; Consent Decree Program Management Services for Fiscal Year 2020/2021, as requested by Columbia Water. Award to CDM Smith, Inc. in the amount of \$4,500,000.00. This firm is located in Columbia, SC. - *Approved*

Funding Source: Water and Sewer Capital Projects - Capital Project Costs (5529999-SS723621-658650). The original budget amount for this amendment is \$4,500,000.00.

The initial term of the Agreement was for one (1) year, with an option to extend annually via contract amendment for up to ten (10) years. The option period for this amendment, year nine (9) of the contract, will be from July 1, 2020 - June 30, 2021.

CDM Smith Inc. of Columbia, SC is the Prime Contractor and will provide program management for consent decree compliance and infrastructure improvements services at 75.00% (\$3,374,999.00) of the amendment amount.

The following sub-consultants will provide additional services:

DESA, Inc., a Minority Business Enterprise, of Columbia, SC will provide document control support, project support, and public outreach services at 7.32% (\$329,303.00) of the amendment amount.



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Carper Consulting, a Minority Business Enterprise (W), of Columbia, SC will provide project management and construction inspection services at 3.39% (\$152,720.00) of the amendment amount.

Comprehensive Business Consultants, a Minority Business Enterprise, of Columbia, SC will provide project management and project management support services at 6.37% (\$286,514.00) of the amendment amount.

Atlantic South Consulting Services, LLC, a Minority Business Enterprise, of Charleston, SC will provide Computerized Maintenance Management System (CMMS) implementation support and Information Management System (IMS) support services at 0.69% (\$31,104.00) of the amendment amount.

ELL Enterprises, LLC, a Minority Business Enterprise (W), of Chapin, SC will provide CMMS implementation maintenance and asset management processes services at 4.25% (\$191,360.00) of the amendment amount.

Blue Cypress Consulting, a Minority Business Enterprise (W), of Decatur, GA will provide services to analyze existing data to evolve the inspection/cleaning program to reduce Sanitary Sewer Overflows (SSO) at 0.48% (\$21,520.00) of the amendment amount.

The LPA Group (Unit of Michael Baker Corporation) of Columbia, SC, will provide standards development consultant management services at 2.50% (\$112,480.00) of the amendment amount.

23. Council is asked to approve multiple Citywide Contract Renewals and Funding Requests for Fiscal Year 2020/2021, as requested by various City Departments. Award to the following vendors in the total amount of \$7,230,336.04. - *Approved*

Funding Source: Solid Waste Compost - Special Projects (1014406-638500); Utilities Metro Wastewater Plant - Special Contracts (5516208-638300); Utilities Metro Wastewater Plant - Maintenance & Service Contracts (5516208-638200); Police Administrative Services - Professional Services (1012402-638200); Customer Service - Special Contracts (5511407-638300); Customer Service- Postage and Delivery (5511407-631100); Utilities Wastewater Maintenance - Special Contract - Water & Sewer (5516205-638305); Utilities Metro Wastewater Plant - Special Contracts (5516208-638300); Telecomm Central Stores - Wiring Charges (6208962-632120); Accounting- Audit Costs (1011401-635600). The original budget amount is \$7,230,336.04.

Contractor/Vendor	Project Description	Contract Year	Amount	Location
Solid Waste				
Martin Edwards and Associates	Composting & Grinding	Year 3 of a 3 year contract	\$103,181.40	Erwin, NC
Waste Management	Screenings, Grit & Sludge Landfill Disposal Services	6 th year of a 7 year contract	\$764,000.00	Elgin, SC

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Columbia Police Department				
Wright Johnston	Police Uniforms	3 rd year of a 5 year contract	\$225,000.00	Columbia, SC
Columbia Fire Department				
Wright Johnston	Class A/B Fire Uniforms	4 th year of a 5 year contract	\$32,400.00	Columbia, SC
Citywide				
Tyler Brothers	Safety Shoes	Contract Extension to June 30, 2021	\$143,200.00	Wagener, SC
Unifirst	Uniform Rental	Year 5 of a 5 year contract	\$480,000.00	Lexington, SC
Goodwill Industries	Professional Services	Janitorial Contract Extension to February 28, 2021	\$95,865.90	Greenville, SC
American Facility Services	Professional Services	Janitorial Contract Extension to February 28, 2021	\$161,652.00	Alpharetta, GA
Maid Over	Professional Services	Janitorial Contract Extension to February 28, 2021	\$11,970.00	Greenwood, SC
Zap Pro Cleaning Services, LLC	Professional Services	Janitorial Contract Extension to February 28, 2021	\$11,341.32	Winnsboro, SC
Finance				
*Scott and Company, LLC	Auditing Services	2 nd year of 2 year initial award	\$134,700.00	Columbia, SC
Parking & Solid Waste				
Laser Print Plus	Utility & Parking Bills Printing, Postage and Archiving Services	Year 5 of a 5 year contract	\$ 861,000.00	Columbia, SC
Waste Water Maintenance				
Duke's Root Control	Sanitary Sewer Root Control	4 th year of a 5 year contract	\$ 500,000.00	Syracuse, NY
DS Utilities	Sanitary Sewer Easement	Year 3 of a 4 year contract	\$1,903,100.00	Little Mountain, SC

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Waste Water Treatment Plant				
*CITI	Instrumentation & SCADA System Maintenance	4 th year of a 5 year contract	\$312,725.00	Charlotte, NC
*Superior Lawn & Maintenance	Grounds Maintenance for Metro WWTP and Lift Station	2 nd year of 2 year initial award	\$90,900.00	Prosperity, SC
Waste Management	Screenings, Grit and Sludge Hauling and Container Rental Services	6 th year of a 7 year contract	\$636,000.00	Elgin, SC
P&S Construction	Wet Well Cleaning	Year 5 of a 5 year contract	\$427,095.00	Lexington, SC
Rogers & Callcott	Environmental Testing NPDES Aqueous Sample Matrix (Lab)	Year 5 of a 5 year contract	\$50,565.31	Greenville, SC
Rogers & Callcott	Environmental Testing	Year 5 of a 5 year contract	\$112,165.11	Greenville, SC
Information Technology				
MD Technologies, LLC	Voice & Cabling Service	Year 5 of a 5 year contract	\$75,000.00	Columbia, SC
Economic Development				
Camoin 310	Lead Generation Consulting Services	3 rd Year of a 5 year contract	\$ 55,000.00	Saratoga, NY

****Requests are for FY 20/21 funding only. Contracts in initial award period.***

24. 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) - *First reading approval was given on September 1, 2020 – Approved on second reading.*
25. Ordinance No.: 2020-078 Adopting the Commercial Revolving Loan Fund ("CRLF") Code, revised August 18, 2020 - *First reading approval was given on September 1, 2020 – Approved on second reading.*
26. Ordinance No.: 2020-079 Adopting the Revolving Loan Fund (RLF) Plan for CARES Act Revolving Loan Fund Supplemental Disaster Recovery and Resiliency Awards - *First reading approval was given on September 1, 2020 – Approved on second reading.*



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27. 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 - *First reading approval was given on September 1, 2020 – Approved on second reading.*

ORDINANCES - FIRST READING

28. Ordinance No.: 2020-076 Repealing Ordinance No.: 2014-079 Granting an encroachment to Kenzil F. Summey and Alison Renee Lee for placement and maintenance of a steel Palmetto tree with concrete foundation within the sidewalk right of way area of the northern side of the 500 block of Lady Street adjacent to 1313 Pulaski Street, Richland County TMS #08912-04-01 – *Approved on first reading.*

The property owner is removing a private art project; therefore, the encroachment is no longer needed.

Upon a motion made by Mayor Benjamin and seconded by Ms. Devine, Council voted unanimously to give first reading approval to Ordinance No.: 2020-076 Repealing Ordinance No.: 2014-079 Granting an encroachment to Kenzil F. Summey and Alison Renee Lee for placement and maintenance of a steel Palmetto tree with concrete foundation within the sidewalk right of way area of the northern side of the 500 block of Lady Street adjacent to 1313 Pulaski Street, Richland County TMS #08912-04-01.

29. Ordinance No.: 2020-090 Granting an encroachment to Richard Ladson and Jeanette Ladson for the use of the right of way area of the 700 block of Abelia Road for the installation and maintenance of a garden wall, landscaping, and irrigation adjacent to 701 Abelia Road and 3827 Devine Street, Richland County TMS#13808-10-11 – *Approved on first reading.*

Upon a motion made by Mr. McDowell and seconded by Mr. Duvall, Council voted unanimously to give first reading approval to Ordinance No.: 2020-090 Granting an encroachment to Richard Ladson and Jeanette Ladson for the use of the right of way area of the 700 block of Abelia Road for the installation and maintenance of a garden wall, landscaping, and irrigation adjacent to 701 Abelia Road and 3827 Devine Street, Richland County TMS#13808-10-11.

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PUBLIC HEARING & FIRST READING FOR ZONING / PLANNING MATTERS

Council opened the Zoning Public Hearing at 3:00 p.m.

30. ANNEXATION AND ZONING MAP AMENDMENT for 166 Riding Grove Road(p); TMS# 28900-01-19(p) – *Approved on first reading.*

Ordinance No.: 2020-082 Annexing 166 Riding Grove Road, Richland County TMS #28900-01-19(p) – Approved on first reading.

Council District:4

Proposal: Request to annex the property 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: Woodcreek Development, LLC

Staff Recommendation: Approval

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

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 and Zoning Map Amendment for 166 Riding Grove Road(P) **and** Ordinance No.: 2020-082 Annexing 166 Riding Grove Road, Richland County TMS #28900-01-19(p). Major Benjamin recused himself due to a potential conflict of interest.

Ms. Krista Hampton, Director of Planning and Development Services took a moment of personal privilege to mention the departure of Mr. John Fellows. He has been with us for nearly ten years and has made a tremendously positive impact on the City. He will be missed dearly. Ms. Lucinda Statler has agreed to serve as our Interim Planning Administrator.

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31. ANNEXATION, COMPREHENSIVE PLAN MAP AMENDMENT, AND ZONING MAP AMENDMENT for 2125 Apple Valley Road; TMS# 07502-01-03 – *Approved on first reading.*

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 – Approved on first reading.

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.

Upon a motion made by Mr. McDowell 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 2125 Apple Valley Road **and** 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.

32. ANNEXATION AND ZONING MAP AMENDMENT for 906 Brantley Street; TMS# 07306-02-36 – *Approved on first reading.*

Ordinance No.: 2020-081 Annexing 906 Brantley Street, Richland County TMS #07306-02-36 – Approved on first reading.

Council District: 2

Proposal: Request to annex the property and assign zoning of Single Family Residential District (RS-1). The property is currently classified as Mixed Residential (High Density) and zoned RS-LD by Richland County.

Applicant: Maria S. Smith

Staff Recommendation: Approval



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PC Recommendation: 07/13/2020; Approval (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 Annexation and Zoning Map Amendment for 906 Brantley Street **and** Ordinance No.: 2020-081 Annexing 906 Brantley Street, Richland County TMS #07306-02-36.

33. ANNEXATION, COMPREHENSIVE PLAN MAP AMENDMENT, AND ZONING MAP AMENDMENT for 3801 Eureka Street; TMS# 13708-09-22 – *Approved on first reading.*

Ordinance No.: 2020-083 Annexing and Incorporating 3801 Eureka Street, Richland County TMS #13708-09-22 into Columbia Compass: Envision 2036 adopted by Ordinance No.: 2020-028 on August 4, 2020 – Approved on first reading.

Council District: 3

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

Applicant: Kevin Patrick Pazdernik

Staff Recommendation: Approval

PC Recommendation: 08/03/2020; 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 3801 Eureka Street **and** Ordinance No.: 2020-083 Annexing and Incorporating 3801 Eureka Street, Richland County TMS #13708-09-22 into Columbia Compass: Envision 2036 adopted by Ordinance No.: 2020-028 on August 4, 2020.

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34. ANNEXATION, COMPREHENSIVE PLAN MAP AMENDMENT, AND ZONING MAP AMENDMENT for 3834 and 3836 W. Beltline Blvd.; TMS# 11609-09-03 – *Approved on first reading.*

Ordinance No.: 2020-084 Annexing and Incorporating 3834 West Beltline Boulevard and 3836 West Beltline Boulevard, Richland County TMS #11609-09-03 into Columbia Compass: Envision 2036 adopted by Ordinance No.: 2020-028 on August 4, 2020 – Approved on first reading.

Council District: 2

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

Applicant: Whit Investments, LLC

Staff Recommendation: Approval

PC Recommendation: 08/03/2020; 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 3834 and 3836 W. Beltline Blvd **and** Ordinance No.: 2020-084 Annexing and Incorporating 3834 West Beltline Boulevard and 3836 West Beltline Boulevard, Richland County TMS #11609-09-03 into Columbia Compass: Envision 2036 adopted by Ordinance No.: 2020-028 on August 4, 2020.

35. ANNEXATION, COMPREHENSIVE PLAN MAP AMENDMENT, AND ZONING MAP AMENDMENT for 18.1-acre portion of 300 Clemson Road; TMS# 25700-02-03(p) – *Approved on first reading.*

Ordinance No.: 2020-085 Annexing and Incorporating an 18.1-acre portion of 300 Clemson Road, Richland County TMS #25700-02-03(p) into Columbia Compass: Envision 2036 adopted by Ordinance No.: 2020-028 on August 4, 2020 – Approved on first reading.

Council District: 4

Proposal: Request to annex the property, assign land use classification of Urban Edge Mixed Residential (UEMR) and assign zoning of General Residential District (RG-2). The property is currently classified as Mixed Use Corridor and Neighborhood (Medium Density) and zoned RU by Richland County.



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Applicant: Lee Lorick Prina II, Trustee

Staff Recommendation: Approval

PC Recommendation: 08/03/2020; 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 18.1-acre portion of 300 Clemson Road **and** Ordinance No.: 2020-085 Annexing and Incorporating an 18.1-acre portion of 300 Clemson Road, Richland County TMS #25700-02-03(p) into Columbia Compass: Envision 2036 adopted by Ordinance No.: 2020-028 on August 4, 2020.

36. ZONING MAP AMENDMENT for 1232 Whittaker Drive, TMS# 13909-09-02 – *Approved on first reading.*

Council District: 4

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

Applicant: Wade Carlisle, Wade Carlisle Construction, LLC

Staff Recommendation: Approval

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

Councilor Rickenmann said I spent some time working with the developer and several of the neighbors. I would suggest that we give first reading approval of the rezoning but with the condition that the developer agrees to split the lot into two equal lots and get a deed restriction, along with adding adjacent neighbors to that deed restriction so the property can stay as two single family lots and not convert into multiple. The house does connect to RS-2 and the neighborhood is split between RS-2 and RS-1. The possibility of a third house being built is the real concern. Between first and second reading, the developer will get the property split, platted, surveyed, and deed restrictions put in. The potential drawings of the two single family homes should be shared with the neighbors before we give second reading.

Mayor Benjamin asked the developer if the neighbors have been informed.



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Mr. Wade Carlisle, Site Developer said yes I have spoken to a lot of the neighbors about it. There is quite a bit of misinformation out there. There are some neighbors who think I will be putting three houses on the lot. I have no intention of doing that and I have offered to put that in writing.

Upon a motion made Mr. Rickenmann and seconded by Mr. Duvall, Council voted unanimously to give first reading approval to the Zoning Map Amendment for 1232 Whittaker Drive, as amended to request the developer of the site for a plat that divides the lot to reflect the setbacks in the zoning required for the lots; the deed restrictions put together by an attorney; and to report them to Council and the neighborhood including a snapshot of the potential buildings for the two lots.

37. 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 – *Deferred*

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)

Mr. John Parrish, Richland County Airport Commission said the FAA has issued a no hazard finding indicating that the proposed development does not penetrate part 77 airspace. The FAA is not addressing incompatible land use but is merely stating that the proposed development does not violate the height restrictions imposed by the airport's imaginary surfaces off the end of runways one-three. The South Carolina Aeronautics Commission issued a finding that though it doesn't penetrate the part 77 airspace, the proposed development is a safety concern and an incompatible land use because of its proximity to the airport. The developer's engineer noted to the Planning Commission that the Aeronautics Commission's view was myopic in the greater context of the surrounding area. I would contend that it is in the interest of safety and the general public. High density housing and aircraft operations are just not compatible. In the Planning Commission presentation, the developer's attorney also advised that a development of this type should not be the airport's direct concern and should not be the airport's primary direct interest to restrict property use. The airport's goal is not to impose restrictions on anyone. The current zoning has already accomplished the separation. The Planning Commission was told that proximity to the airport should pose no specific problem, critical hazards, or public safety issues. Safety is the number one issue in about everything aviation related and there is an issue here. Though incidents are seldom



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and unlikely, exposing high-density residential at close proximity of aircraft operations is not good practice.

Mr. Chris Eversmann, Jim Hamilton LB Owens Airport Manager said allowing incompatible land use such as residences near aviation operations is not conducive to quality of life. The management and the commission of the airport are proud of the limited number of noise complaints. We take each one of them seriously in order to maintain quality of life standards in the surrounding neighborhoods. It was noted by the developer's attorney to the Planning Commission that the property has sit idle for some time. That idleness and proximity to air operations depresses property values and creates an excellent opportunity for low-cost property and long-term returns for development. The development at that location is fine for commercial, industrial, or other land uses that act as a transition in a buffer to residences. It is not acceptable for high-density housing due to safety and quality of life standpoints. Allowing an incompatible residential encroachment in that proximity to the airport will hinder future uses and opportunities for the airport to serve the City, County, and the Midlands. A study is currently being performed by the airport that may or may not indicate a need for an extension of runway one-three. The extension would be in the direction of the city center. The possibility of that extension has been master-planned and part of the public record since 2011. Should the extension come to fruition, it will move the runway protection zone and the airport airspace closer to the proposed multi-family development. We along with the South Carolina Aeronautics Commission oppose this rezoning request.

Mr. Joel McCreary, Richland County Airport Commission said the Jim Hamilton LB Owens Airport has been an economic business, recreational, and community threshold for the City and County for over 90 years. Incompatible land use encroachment is a common threat to urban airports throughout the US. As an important part of our community infrastructure, the airport deserves the city's stalwart, stewardship, and protection. Each Councilmember has a responsibility to reserve the safety and quality of life affiliated with the airport. Our stewardship of such an important infrastructure asset is crucial to meet today's and tomorrow's needs and challenges. Please protect our community asset and deny the rezoning request from M-1 to RG-2.

Mr. David Brandes, Engineer with EL Robinson said I am speaking in favor of the project. The RG2 would allow 16.4 units per acre, for up to 141 acres. The property proposed is 90 units, mainly town home style apartments with a two to three story limit. It would be a lower density transition from the single family homes that are adjacent to some of the other light industrial uses. One of the reasons this property is vacant is that there is not significant transportation to support the M-1 use. The site has a number of environmental concerns, which the developer is clearing up. There is also opportunity to fix a lot of the storm water issues. We have completed our traffic investigations and met with SCDOT. This is an extremely low traffic area and this project would

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not hinder that. I know there has been a lot of discussion about the South Carolina Aeronautics Commission. In that area, 33.5% of the existing parcels are single family homes. We would only be talking about a change from 33.5% to 34%, a 1.5% change in the amount of residential lots.

Mr. Mike Kelly, Esq., said there are real and valid reasons to oppose this rezoning request. The rezoning request proposes a 90 multi-family high-density development only 2,300 feet from the current end of the Jim Hamilton Airport runway. You may recall that the Jim Hamilton LB Owens Airport historically had intersecting runways up until the early 1980s. The airport was reconfigured to its current single runway alignment to minimize residential overflight for safety and noise abatement. I would urge you on behalf of the commission to make a finding against the rezoning of this property.

Mr. John Hodge, Esq., representing the South Carolina Aeronautics Commission said the Aeronautics Commission is the state agency that is charged with oversight of airport development, maintenance, safety, and land use. The Aeronautics Commission is concerned with the City's compliance of the state code. The Aeronautics Commission provided comments on June 6, 2020 which have not yet been addressed. Land use decisions should minimize the impact to the interruption of aircraft operations, aviation safety, and other items in accordance with FAA, as well as any other nationally recognized criteria. This proposed project is in the inner approach zone and the runway protection zone. The proposal is not suitable off the end of a runway. The Aeronautics Commission doesn't want to have to go to court to enforce Title 55 of the state code against the City or the developer, but certainly we want to make sure the decision does comply with these rules. The proposed project violates the land use guidelines of the FAA and the Aeronautics Commission in that there is high-density development off the end of the runway. If this project was permitted, aircrafts would be flying as low as 42 feet over residences and noise complaints will start. The Aeronautics Commission is charged by the legislature with representing the public interest to ensure that there is harmonious land use around South Carolina public use airports. I will urge you to follow the staff recommendation and deny the rezoning and comply with Title 55.

Mr. Jeffrey Koon, Stratus Development Group said this is a town home style two-story low-density project matching the surrounding community. We are working closely with state authorities to clean up environmental issues and to pay for such clean up ourselves. There are lingering stormwater issues in the area which will be mitigated by the additional storm water retention facilities in the community. The property has been vacant for countless years proving that the current usage is not needed. Unfortunately, the only local opponent of this development has been the local airport authority. We meet all the safety criteria laid out by the FAA. We have been diligent with communicating with neighboring associations. The project is exclusively two

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bedroom and three bedroom units made for workforce housing. This is not going to be a student dormitory or high-density development. We do welcome the opportunity to work together rather than against the airport to make this work for everyone. We would ask for a deferral to address a couple items that came up recently.

Ms. Michelle Huggins, South Kilbourne Neighborhood Association said we are opposed to the development. The infrastructure for this development will not be able to handle what is proposed. We are looking at 90 town homes that will have at least a hundred vehicles if not more. That's not going to happen with the condition that the streets are in at this time. We would really appreciate a no from City Council.

Mr. Steve Hedges, Manager of the Southern Region of the Aircraft Owners and Pilots Association said this rezoning to residential development will eliminate the possibility of expanding the runway at Jim Hamilton LB Owens and it will lead to a need for a larger runway protection zone. This is an asset worth saving and the South Carolina Aeronautics Commission has recognized that by opposing this rezoning. City staff has also suggested that the rezoning request be denied. Under FAA design criteria the airport must own the landing area and the airport owner must have sufficient interest in the runway protection zone to protect the runway protection zones from both obstructions and incompatible land use. I ask the City Council to deny the zoning in consideration of aviation safety and public safety.

Mr. Mark James, Cypress Real Estate Partners said I'm the real estate broker representing the seller of this property. The property has been vacant for twenty years. We have been actively trying to sell it for 5 or 6 years. We had a number of discussions with the Airport Commission in our efforts to try and sell this property, as well as some others in the area. The Airport Commission feels very strongly that the property should remain as commercial use. However, a number of the neighborhoods and some other invested parties have wanted to see it transition away from a more industrial distribution type use to something more compatible with the surrounding neighborhood. If we were to continue to market the property for use that would be acceptable to the airport we run into a problem with the neighborhood association and the residents in the area. The developer has come up with a plan that seems as reasonably low impact as possible. It does have 90 units but it's almost nine acres. The Rosewood Hills project and the recently approved expansion of that project is more in the runway path than this property. As a person who's been working on trying to sell this property, I do feel like this is a good compromise for all the parties that have an interest. It will be developed in a thoughtful way that balances the conflicting desires on the property.

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Mr. Blake Underwood, Stratus Development Group said we have given so much effort to reach out to councilmembers, neighbors, and airport authorities. We are in the runway protection zone. We definitely have made the best efforts to reach out to folks. We have had communication with the pastor from the church who is our closest neighbor. We have worked with him on numerous occasions and actually have an approval letter that was submitted on his behalf. We will be happy to defer for a couple of weeks to clear up some of these issues that have come up recently that we weren't aware of. We have a good project that can fit in with the community and help the property with obvious environmental issues.

Pastor Russell Moore, Holy Nation Church said this is my second or third time where I have been asked to speak on behalf of someone wanting to make major changes to Edisto Court. Airplanes do not fly over the back of the property. Airplanes land and take off over the top of my church. The only thing I ever see take off is a jet every now and then and that is infrequent. Most airplanes that fly over that community actually fly over the top of my church and towards Rosewood Drive. I have met Mr. Koon and found him to be a man of integrity. We have sat down on several occasions and have talked on the phone. I think it is time for that community to be changed from light industry. I do not see where the light industry has added anything to Edisto Court. This will help with getting our streets repaired and our infrastructure redone. Rosewood Hills is the first development that we had that brought some improvements. I really believe if we have more homes and people, it would provide a much safer environment. I would really like to see this project come to fruition. Edisto Court needs a facelift.

Councilor Brennan said we need to clarify the FFA criteria. There's a lot of legalese that is being thrown out there. I agree with the Pastor on wanting great things to come to that area. I would like to echo the deferral comments. Let's get around the table with the airport folks and the property owner and clarify the FAA criteria that is being talked about.

Councilor Devine said there are a lot of questions here. As someone who talks a lot about having more workforce housing and looking at each project carefully, it seems like a quality project. My only concern would be the safety regulations. We don't really have much clarity around those. We may need to bring folks together and find a workable solution.

Upon a motion made by Mr. Brennan and seconded by Ms. Devine, Council voted unanimously to defer consideration of the 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.

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38. ZONING MAP AMENDMENT for 1801 Assembly Street, TMS# 09015-15-04 –
Approved on first reading.

Council District: 2

Proposal: Request to rezone the parcel from Office and Institutional District (C-1), -Design/Development District (-DD) to Central Area Commercial District (C-4), -Design/Development District (-DD).

Applicant: Andrew Rogerson, Garvin Design Group

Staff Recommendation: Approval

PC Recommendation: 08/03/2020; Approval (6-0)

No public comments were received at this time.

Upon a motion made by Mr. McDowell and seconded by Ms. Devine, Council voted unanimously to give first reading approval to the Zoning Map Amendment for 1801 Assembly Street, TMS# 09015-15-04.

39. ZONING MAP AND TEXT AMENDMENT for 1601 Hampton Street, TMS# 11402-05-13 –
Approved on first reading.

Ordinance No.: 2020-086 Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 17, Planning, Land Development and Zoning, Article V, Historic Preservation and Architectural Review, Division 4, Landmarks, Sec. 17-691 Buildings and sites list, (d), to add 1601 Hampton Street, Richland County TMS #11402-05-13 – Approved on first reading

Council District: 2

Proposal: Request to rezone the parcel from Office and Institutional District (C-1), -Design/Development Area (-DD) to Office and Institutional District (C-1), -Design/Development Area (-DD), -Design and Preservation Area (-DP) and amend Chapter 17 - Article V, Division 4 - §17-691(d) to designate structure as a Group III Landmark.

Applicant: Kristen Washburn, Thomas Hamilton Title Services LLC

Staff Recommendation: Approval

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

No public comments were received at this time.

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Upon a motion made by Mr. McDowell and seconded by Mr. Duvall, Council voted unanimously to give first reading approval to the Zoning Map and Text Amendment for 1601 Hampton Street **and** Ordinance No.: 2020-086 Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 17, Planning, Land Development and Zoning, Article V, Historic Preservation and Architectural Review, Division 4, Landmarks, Sec. 17-691 Buildings and sites list, (d), to add 1601 Hampton Street, Richland County TMS #11402-05-13

40. ZONING MAP AND TEXT AMENDMENT for 2531 Gervais Street, TMS# 11411-09-11 – *Approved on first reading.*

Ordinance No.: 2020-089 Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 17, Planning, Land Development and Zoning, Article V, Historic Preservation and Architectural Review, Division 4, Landmarks, Sec. 17-691 Buildings and sites list, (d), to add 2531 Gervais Street, Richland County TMS# 11411-09-11– Approved on first reading

Council District: 2

Proposal: Request to rezone the parcel from Office and Institutional District (C-1) to Office and Institutional District (C-1), -Design and Preservation Area (-DP) and amend Chapter 17 - Article V, Division 4 - §17-691(d) to designate structure as a Group III Landmark.

Applicant: Heather Cairns, First and Third LLC

Staff Recommendation: Approval

PC Recommendation: 08/03/2020; Approval

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 Zoning Map and Text Amendment for 2531 Gervais Street **and** Ordinance No.: 2020-089 Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 17, Planning, Land Development and Zoning, Article V, Historic Preservation and Architectural Review, Division 4, Landmarks, Sec. 17-691 Buildings and sites list, (d), to add 2531 Gervais Street, Richland County TMS# 11411-09-11. Ms. Devine recused herself due to a potential conflict of interest.

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Council closed the Zoning Public Hearing at 4:10 p.m.

APPOINTMENTS

41. Fire Advisory Committee

Upon a motion made by Mr. Duvall and seconded by Mr. Davis, Council voted unanimously to approve the appointments of The Honorable Daniel Rickenmann and The Honorable Will Brennan to the Fire Advisory Committee.

CITY COUNCIL COMMITTEE REPORTS/REFERRALS

No reports or referrals were made at this time.

PUBLIC INPUT

No comments were received at this time.

EXECUTIVE SESSION

Upon a motion made by Mr. Duvall and seconded by Mr. Rickenmann, Council voted unanimously to enter into Executive Session at 4:13 p.m. for the discussion of **Items 42** and **43** as amended to add the Canal discussion to **Item 43**.

42. Receipt of legal advice related to matters covered by attorney-client privilege pursuant to S.C. Code §30-4-70(a)(2)
- COVID-19
 - Street Paintings
43. Discussion of negotiations incident to proposed contractual arrangements pursuant to S. C. Code §30-4-70(a)(2)
- Capital City Stadium

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ADJOURNMENT

Council adjourned the meeting at 5:30 p.m.

Respectfully submitted by:

Erika D. Moore Hammond, CMC
City Clerk

DRAFT

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COLUMBIA CITY COUNCIL MEETING MINUTES TUESDAY, OCTOBER 6, 2020

The Columbia City Council conducted a virtual meeting on Tuesday, October 6, 2020 using video conferencing technology. The Honorable Mayor Stephen K. Benjamin called the meeting to order at 2:05 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 Mr. Rickenmann, Council voted unanimously to adopt the agenda as amended to add an Executive Session discussion of the Hospitality Tax and Saluda Greenway to **Item 31**.

CITY COUNCIL DISCUSSION / ACTION

Councilor Devine recognized October as Pregnancy and Infant Loss Awareness Month. We are the only city in South Carolina that recognizes this month. Although we are not doing a proclamation, we are still recognizing this month and we send our prayers to all the families who have been affected by the loss of an infant.

Ms. Teresa Wilson, City Manager recognized the five-year employment anniversary of Mr. Clint Shealy, Assistant City Manager of Columbia Water.

1. COVID-19 Update - The Honorable Mayor Benjamin
 - *COVID-19 Situational Report - Mr. Harry Tinsley, Emergency Management Director*

Mr. Harry Tinsley, Emergency Management Director said our state has not seen a significant spike associated with Labor Day or the return of kids to school. Our daily case counts remain stable, averaging between 600-700 new cases each day. Currently, 12 counties and 63 municipalities have mask ordinances in place and we are seeing significant decreases in case activity. Over 1.5 million tests have been completed in the state. Over 5,000 were positive at a 12.9% test rate. Unfortunately,



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there were 17 reported deaths which brings the total to 3,275. In Richland County, the total case count is 15,025 and the total deaths due to COVID-19 is 237. The hospital capacity in the state remains good at a 77.87% utilization rate and 71.07% ICU bed utilization rate. There are currently 655 COVID-19 patients hospitalized; 167 are in ICU and 87 of those are on a ventilator. The testing site at 220 Lee Street has tested over 2,500 screenings with a 11.8% positive result rate. The partnership with CVS and Benedict College has had over 2,400 screenings done with a 13.1% positive result rate. The recovery rate stands at 93.2%.

– *University of South Carolina Update - President Robert Caslen*

Mr. Robert Caslen, University of South Carolina President said we made the decision to close the university at the beginning of Spring Break. We didn't understand the virus but we knew our students who had been all over the world were in contact with the virus. We have 80% of the students who live off campus in the City, about 11,200 students did return to their apartments during the close down. During this time the number of positive cases were not significant. We contribute that to social distancing and masks. We put a planning team together to look at what it was going to take to keep the university open. The plan included four principles: the health and safety of our students, faculty, and staff; to contain the spread within the community; deliver education on the standards that are expected; and the health and well-being of the university. The plan also included three phases. The first phase was to use the summer as a gradual increase of bringing students back on campus. In almost every group that returned we saw a spike but the students got their act together. There was peer to peer leadership and those numbers came back down. The second phase was to bring everyone back at the beginning of the fall semester but they were not required to come back. As a result of that decision, the provost had an enormous burden to be able to deliver every single class either in person, synchronous, or asynchronous. So far it's been successful but there has been concern about the quality based on tuition. The third phase was that we wanted to reserve the option to shut down the university if we felt that we got to a place where there is unacceptable risk. The return of the students was indeed challenging. We experienced the same increases in student positives that you saw at other universities like Alabama, North Carolina, and Notre Dame. We anticipated we were going to get another spike after Labor Day similar to what we experienced after Memorial Day and that did not occur. The numbers continue to drop significantly. With 35,000 students on campus we currently only have 33 active cases. Yesterday we tested 350 students with saliva testing and we had zero positives. Our percent positive right now is less than one percent. We watch very carefully the hospitalization and ICU numbers throughout the Midlands. We have not seen any evidence that we have contributed to the spread. A 34-year-old USC Aiken nursing student contracted the virus. Unfortunately, he had underlying conditions and passed away. That is the only student within the system who has passed away due to COVID. We are trying to understand why we have seen a reduction in the numbers.

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That can be contributed to student behavior and a degree of immunity. We are doing some randomized testing right now. We are grateful for the City putting ordinances in place along with the governor's orders because it has made a difference. Right now we have 2,778 students that have been referred to the Office of Student Conduct because of some violation of the ordinance and 56 of them are at a level of suspension.

Mr. Joseph L. (Lee) Pearson, MS, DrPH, Associate Dean for Operations and Accreditation said The United States is approaching 7.5 million cases of COVID-19 and sadly we have now surpassed 210,000 deaths. In South Carolina we have now surpassed 152,000 cases of COVID-19 and sadly more than 3,400 deaths. We are at a good position as a state. The rate of transmission is low. The positivity rate has gone down to 11-12%. We want as many people to get tested and we are grateful for our partnership with the City. The daily new cases per 100,000 are right at a 15.6% positivity rate. Our efforts are paying off and that is reflective of the strong leadership in the City to have a face covering ordinance. We remain vigilant and continue to reinforce the mitigation protocols that we know are working. We have adequate hospital capacity in the midlands at 78.6%. The challenge of Coronavirus around the world is not over. Globally we have 35 million diagnosed cases and over one million deaths. We are seeing spikes worldwide. You can see our university dashboard on our COVID-19 website, which we update every Tuesday and Friday. As of last Friday, we had 39 active cases and a 1.4% positivity rate. We have the campus alert matrix which includes eleven criteria that the president, provost, and our cabinet watch very carefully on the conditions on our campus and fortunately we are in the green zone. We have had 2,400 cases since August 1st and almost all cases have recovered. The dashboard provides a daily breakdown of where we stand with our total cases. In regards to our case demographics, we have more women being infected than men. That is because women are getting tested more often than men. Predominately Caucasian women are testing positives because we have not seen as much participation from the minorities on campus. Because of this we have implemented a randomized testing strategy requesting 3,750 students a week to participate in testing and we are over sampling so we can get proper representation of our demographic groups. We value our partnership with the City of Columbia and the proactive communication and information sharing. We are also grateful for the collaborative approach and strategic steps towards prevention.

Councilor Duvall asked for clarity on the testing results and possible mass testing. We need more activity from the University Police. We spend a tremendous amount of CPD manpower in the Five Points area, which is the student's recreation area. University officers need to be telling students to mask up and social distance. I would like to see more assistance from the University Police to help the City make the students modify their behavior.

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Mr. Robert Caslen, University of South Carolina President said we were one of four universities in America to have our own testing and laboratory capacity. We use saliva testing. We were testing about 1,000 students a day when they returned. We have run into the issue of testing fatigue and we are working through that. It is not the numbers tested but the percent positive. Before Labor Day it was 17-18% and yesterday it was less than 1%. We do not have to do mass testing right now because if you have the right random sampling that will give us a better perspective of where we are with respect to positive cases. We are also using environmental testing on 12 buildings per day to check the sewer for remains of the virus. We have seen significant drops of the virus in the waste, which explains why we have lower numbers. We are also going to do random testing of the antibody and this will tell us how many students have had the virus and recovered. We are going to encourage massive testing after Thanksgiving break. I have watched the working relationship between our Chief and Chief Holbrook. We support the request for assistance when they are responding to incidents with our students. It's my understanding we have an agreement of when and how to respond. I will be glad to put our police force in Five Points to direct student behavior.

Councilor Rickenmann asked what the university is doing to provide entertainment to the students since a lot of the places on campus are closed in the evenings and weekends. I would like to bring USC students and the City together on a working committee to deal with things moving forward. The committee will be composed of three council members, Five Points merchants, USC PD, CPD, representatives from the president's office and dean's office, Panhellenic groups, minority student groups, graduate students, and landlords.

Mr. Robert Caslen, University of South Carolina President said we have campus recreation that offers activities daily on site and off campus. We have two fitness centers which are open in the evenings and weekends. This fall we opened Russell Underground which is a new multipurpose venue that is fully equipped with high quality audio and live streaming capabilities. We have hosted over 70 unique student organization events. We have resident life and university housing that plan events in the resident halls.

Councilor McDowell asked about the collaboration between USC PD and CPD.

Ms. Teresa Wilson, City Manager said Chief Holbrook, Chief Jenkins and the public safety officials at the university had a meeting yesterday. There is collaboration and it has been discussed when USC PD should engage in situations.

Mr. William "Skip" Holbrook, Columbia Police Chief said our level of collaboration has been better than ever. Since COVID we have made adjustments. When the students returned we put a plan together on how we may respond jointly to the issues that pop up in the entertainment district

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and neighborhoods surrounding the university. We have four or five USC officers that join CPD officers on Thursday, Friday, and Saturday nights. Since August, we have responded to 42 house parties and USC PD has responded to 11 of them with us. The level of cooperation that we get is good. We have to continue to explore how we might better be able to address some of the student conduct off-campus.

Mayor Benjamin said I want to thank code enforcement, fire marshals, City police department, and USC police department. Constant communication is key. I appreciate the presentation and thank you for the continued partnership.

2. Comet Update - Mr. John Andoh, CCTM, CPM, Executive Director and CEO / Central Midlands Regional Transit Authority

Mr. John Andoh, Executive Director and CEO / Central Midlands Regional Transit Authority said the COMET is planning to downscale Laurel and Sumter [COMET Central] to a bus stop with buses no longer originating or ending at this location by the end of 2021. There will be no parking of buses and there would no longer be passengers changing routes at this location. A customer service office and restrooms will remain during business hours. Buses will be redirected to either Taylor and Harden, Assembly and Blanding, or River and Lucius. The COMET has a lease for this facility through June 30, 2035. We are working with City staff to do a bus stop Memorandum of Understanding (MOU) for the bus shelters that were constructed by the City between 1996 and 2000. Since 2018, the COMET has been maintaining them with an anticipated MOU to transfer the shelters to the COMET. We are in the development phase of building a bus stop in North Columbia, across from the COMET. We will be using this bus stop to decrease deadhead times and consolidate bus stops at this intersection. The conceptual bus stop at Lucius is far away from residential areas and is surrounded by trees.

Mr. Eric Harris, Planning and Development Specialist Central Midlands Regional Transit Authority said our network has not been redesigned in 129 years and the last review of the COMET system was done in 2009. We want to redesign the current network to address service deficiencies, to optimize services, to be more cost efficient, and to align network strategies with community needs. The ridership alternative will make our system as accessible as possible in dense locations while catering to those who actually need the service. With our existing network, we are up to 53 routes including USC. With our alternatives you will be able to see 15 minute headways. Currently, we are in phase one of public outreach. We have an interactive design your transit simulator where you have the opportunity to use an imaginary budget and fluctuate how you want to use those dollars to meet the needs of your community. We also have a survey to give us a narrow scope of what you experience from day-to-day and the resources that we need to implement.

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Mr. John Andoh, Executive Director and CEO / Central Midlands Regional Transit Authority said as part of Vision 2020, there is a desire to construct a future intermodal facility that would handle intercity rail, intercity bus, and local bus services in one location. The anticipated timeframe to develop the facility is in the next five to ten years at a cost of \$2 to \$7 million. Amtrak, Greyhound, and Megabus are interested in serving a future intermodal facility in Columbia. We are evaluating sites. An Intermodal Transit Center (ITC) is a multi-purpose building located within a city in which several types of transportation come together to create a hub. The possible sites identified and being reviewed by Amtrak are between Cayce and Pontiac, which is northeast Richland County.

Councilor Devine asked about future funding from the county including the penny tax.

Mr. John Andoh, Executive Director and CEO / Central Midlands Regional Transit Authority said we have made these conversations a focus for this fiscal year and an updated Vision 2030 that will focus on how we fund the COMET beyond the expiration of the penny tax. We have done a financial model and we are projecting that we will have enough funds through fiscal year 2028-2029. We will also start engaging our member agencies including the City of Columbia, Richland County, City of Forest Acres, and Lexington County on what will be our approach to generate local funding. As of last month, the penny funds allocated to the COMET was at \$115 million.

CONSENT AGENDA ITEMS 3 THROUGH 19

Upon a single motion made by Mr. McDowell and seconded by Mr. Rickenmann, Council voted unanimously to approve the **Consent Agenda Items 3 through 19**.

3. Council is asked to ratify the City Manager's execution of a Memorandum of Understanding between the City of Columbia and the Fifth Circuit Public Defender's Office for Representation of Indigent Defendants, as requested by Municipal Court. Award to the Richland County Fifth Circuit Public Defender's Office in the amount of \$137,318.00. - *Approved*

Funding Source: Public Defender (1018404-638522). The original budget amount is \$137,318.00.

4. Council is asked to approve the Renewal of Mobile Area Routing and Vehicle Location Information System (MARVLIS) Software Support, as requested by the Columbia Police Department. Award to Bradshaw Consulting Services, Inc. in the amount of \$75,417.90. This firm is located in Aiken, SC. - *Approved*

Funding Source: Police Administrative Services; Maintenance and Service Contract (1012402-638200). The original budget amount is \$75,417.90.

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5. Council is asked to approve the purchase of a KWMI Diesel Easement Machine for the Wastewater Maintenance Division, as requested by the Fleet Services Division. Award to Southern Vac, using the North Carolina Sheriffs Association Cooperative Contract in the amount of \$59,670.00. This vendor is located in Columbia, SC. - *Approved*

Funding Source: Utilities Wastewater Maintenance/Machinery & Equipment-Capital (5516205-658300). The original budget amount is \$80,000.00.

6. Council is asked to approve the Annual Drinking Water Fee for Fiscal Year 2020/2021, as requested by Columbia Water. Award to the South Carolina Department of Health and Environmental Control in the amount of \$61,074.00. This firm is located in Columbia, SC. - *Approved*

Funding Source: 50/50 split from 5516206 639900 (CCWTP) and 5516207 639900 (LMWTP) budgets. The original budget amount is \$60,000.00. Additional funding provided through the Miscellaneous Expense budget.

7. Council is asked to approve an Intergovernmental Agreement for Certification Training Services to Support the Apprenticeship Program, as requested by Columbia Water. Award to Central Carolina Technical College in the amount of \$141,600.00. The vendor is located in Sumter, SC. - *Approved*

Funding Source: Utilities Wastewater Maintenance- Employee Training & Professional Development (5516205-631200) \$55,700.00; Utilities Metro Wastewater Plant- Employee Training & Professional Development (5516208-631200) \$22,700.00; Utilities Water Distribution & Maintenance- Employee Training & Professional Development (5516203-631200) \$63,200.00. The original budget amount is \$141,600.00.

8. Council is asked to approve an Agreement for Project WM4281; Hardscrabble Road Waterline Relocation, as requested by Columbia Water. Award to HDR Engineering, Inc. of the Carolinas in the amount of \$135,990.00. The firm is located in Columbia, SC. - *Approved*

Funding Source: Water and Sewer Capital Projects-Hardscrabble Road Waterline Relocation (5529999-WM428101-658650). The original budget amount is \$135,990.00.

This is a Mentor Protégé Program Project. HDR Engineering, Inc. of the Carolinas is the mentor and Mr. provide project management, construction coordination, and record plan development services at 80.0% (\$108,792.00) of the total contract amount. Highfill Infrastructure Engineering, PC of Columbia, SC, is the protégé and Mr. provide construction coordination, field reviews and inspection, coordination with City staff, and plan review services at 20.0% (\$27,198.00) of the total contract amount.

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9. Council is asked to approve an Agreement for Project WM4423; Columbia Avenue (S-48) & New Unnamed Roads Phase 2 Water Relocations, as requested by Columbia Water. Award to Michael Baker International, Inc. in an amount not to exceed \$345,785.00, which includes contingency. The firm is located in Columbia, SC. - *Approved*

Funding Source: Water and Sewer Capital Projects-Columbia Ave (S-48) & New Roads Phase 2 Water Relocations (5529999-WM442302-658650). The original budget amount is \$345,785.00.

This is a Mentor Protégé Program Project. Michael Baker International, Inc. is the mentor and Mr. provide project management, utility coordination, design, permitting, bidding assistance, construction management, and construction observation services at 69.1% (\$217,350.00) of the total contract amount. Chao & Associates, Inc., a Minority Business Enterprise of Columbia, SC, is the protégé and Mr. provide utility coordination, design, permitting, and construction observation services at 22.1% (\$69,500.00) of the total contract amount.

The following sub-consultant Mr. provide additional services:

Stewart Engineering, Inc. of Raleigh, NC Mr. provide subsurface utility engineering (SUE) at 8.8% (\$27,500.00) of the total contract amount.

10. Council is asked to approve a Contract for Project SS7425-01; Rocky Branch RB03 Sanitary Sewer Evaluation Study and Rehabilitation, as requested by Columbia Water. Award to CaJenn Construction and Rehabilitation Services, Inc. in an amount not to exceed \$11,980,268.57, which includes contingency. This firm is located in Hoboken, GA. - *Approved*

Funding Source: Water & Sewer Capital Projects (5529999-SS742501-658650) The original budget amount is \$13,323,310.50.

CaJenn Construction and Rehabilitation Services, Inc., the prime contractor, Mr. provide sewer rehabilitation services at 70.2% (\$7,646,153.25) of the total contract value.

The following sub-contractors Mr. provide these services:

LCI-Lineberger Construction, Inc., a Minority Business Enterprise (W) of Lancaster, SC Mr. provide milling and paving services at 1.6% (\$175,000.00) of the total contract value.

BLD Services, LLC of Kenner, LA Mr. provide service lateral and CIPP services at 26.4% (\$2,870,000.00) of the total contract value.

United Specialty Construction, LLC of Lilburn, GA Mr. provide point repairs at 1.8% (\$200,000.00) of the total contract value.

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11. Ordinance No.: 2020-076 Repealing Ordinance No.: 2014-079 Granting an encroachment to Kenzil F. Summey and Alison Renee Lee for placement and maintenance of a steel Palmetto tree with concrete foundation within the sidewalk right of way area of the northern side of the 500 block of Lady Street adjacent to 1313 Pulaski Street, Richland County TMS #08912-04-01- *First reading approval was given on September 15, 2020 - Approved on second reading.*

The property owner is removing a private art project; therefore, the encroachment is no longer needed.

12. Ordinance No.: 2020-090 Granting an encroachment to Richard Ladson and Jeanette Ladson for the use of the right of way area of the 700 block of Abelia Road for the installation and maintenance of a garden wall, landscaping, and irrigation adjacent to 701 Abelia Road and 3827 Devine Street, Richland County TMS#13808-10-11 - *First reading approval was given on September 15, 2020 - Approved on second reading.*

13. ANNEXATION, COMPREHENSIVE PLAN MAP AMENDMENT, AND ZONING MAP AMENDMENT for 2125 Apple Valley Road; TMS# 07502-01-03 - *Approved on second reading.*

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 - First reading approval was given on September 15, 2020 - Approved on second reading.

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)

First reading approval was given on September 15, 2020.

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14. ANNEXATION AND ZONING MAP AMENDMENT for 906 Brantley Street; TMS# 07306-02-36 - *Approved on second reading.*

Ordinance No.: 2020-081 Annexing 906 Brantley Street, Richland County TMS #07306-02-36 - First reading approval was given on September 15, 2020 - Approved on second reading.

Council District: 2

Proposal: Request to annex the property and assign zoning of Single Family Residential District (RS-1). The property is currently classified as Mixed Residential (High Density) and zoned RS-LD by Richland County.

Applicant: Maria S. Smith

Staff Recommendation: Approval

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

First reading approval was given on September 15, 2020.

15. ANNEXATION, COMPREHENSIVE PLAN MAP AMENDMENT, AND ZONING MAP AMENDMENT for 3801 Eureka Street; TMS# 13708-09-22 - *Approved on second reading.*

Ordinance No.: 2020-083 Annexing and Incorporating 3801 Eureka Street, Richland County TMS #13708-09-22 into Columbia Compass: Envision 2036 adopted by Ordinance No.: 2020-028 on August 4, 2020- First reading approval was given on September 15, 2020 - Approved on second reading.

Council District: 3

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

Applicant: Kevin Patrick Pazdernik

Staff Recommendation: Approval

PC Recommendation: 08/03/2020; Approval (6-0)

First reading approval was given on September 15, 2020.

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16. ANNEXATION, COMPREHENSIVE PLAN MAP AMENDMENT, AND ZONING MAP AMENDMENT for 3834 and 3836 W. Beltline Blvd.; TMS# 11609-09-03 - *Approved on second reading.*

Ordinance No.: 2020-084 Annexing and Incorporating 3834 West Beltline Boulevard and 3836 West Beltline Boulevard, Richland County TMS #11609-09-03 into Columbia Compass: Envision 2036 adopted by Ordinance No.: 2020-028 on August 4, 2020- First reading approval was given on September 15, 2020 - Approved on second reading.

Council District:2

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

Applicant: Whit Investments, LLC

Staff Recommendation: Approval

PC Recommendation: 08/03/2020; Approval (6-0)

First reading approval was given on September 15, 2020.

17. ANNEXATION, COMPREHENSIVE PLAN MAP AMENDMENT, AND ZONING MAP AMENDMENT for 18.1-acre portion of 300 Clemson Road; TMS# 25700-02-03(p) - *Approved on second reading.*

Ordinance No.: 2020-085 Annexing and Incorporating an 18.1-acre portion of 300 Clemson Road, Richland County TMS #25700-02-03(p) into Columbia Compass: Envision 2036 adopted by Ordinance No.: 2020-028 on August 4, 2020 - First reading approval was given on September 15, 2020 - Approved on second reading.

Council District: 4

Proposal: Request to annex the property, assign land use classification of Urban Edge Mixed Residential (UEMR) and assign zoning of General Residential District (RG-2). The property is currently classified as Mixed Use Corridor and Neighborhood (Medium Density) and zoned RU by Richland County.

Applicant: Lee Lorick Prina II, Trustee

Staff Recommendation: Approval

PC Recommendation: 08/03/2020; Approval (6-0)

First reading approval was given on September 15, 2020.

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18. ZONING MAP AMENDMENT for 1801 Assembly Street, TMS# 09015-15-04 -
Approved on second reading.

Council District: 2

Proposal: Request to rezone the parcel from Office and Institutional District (C-1), -Design/Development District (-DD) to Central Area Commercial District (C-4), -Design/Development District (-DD).

Applicant: Andrew Rogerson, Garvin Design Group

Staff Recommendation: Approval

PC Recommendation: 08/03/2020; Approval (6-0)

First reading approval was given on September 15, 2020.

19. ZONING MAP & TEXT AMENDMENT for 1601 Hampton Street, TMS# 11402-05-13 -
Approved on second reading.

Ordinance No.: 2020-086 Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 17, Planning, Land Development and Zoning, Article V, Historic Preservation and Architectural Review, Division 4, Landmarks, Sec. 17-691 Buildings and sites list, (d), to add 1601 Hampton Street, Richland County TMS #11402-05-13- First reading approval was given on September 15, 2020 - Approved on second reading.

Council District: 2

Proposal: Request to rezone the parcel from Office and Institutional District (C-1), -Design/Development Area (-DD) to Office and Institutional District (C-1), -Design/Development Area (-DD), -Design and Preservation Area (-DP) and amend Chapter 17 - Article V, Division 4 - §17-691(d) to designate structure as a Group III Landmark.

Applicant: Kristen Washburn, Thomas Hamilton Title Services LLC

Staff Recommendation: Approval

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

First reading approval was given on September 15, 2020.

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ZONING / PLANNING MATTERS - SECOND READING

20. ANNEXATION AND ZONING MAP AMENDMENT for 166 Riding Grove Road(p); TMS# 28900-01-19(p) - *Approved on second reading.*

Ordinance No.: 2020-082 Annexing 166 Riding Grove Road, Richland County TMS #28900-01-19(p) - First reading approval was given on September 15, 2020 - Approved on second reading.

Council District: 4

Proposal: Request to annex the property 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: Woodcreek Development, LLC

Staff Recommendation: Approval

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

First reading approval was given on September 15, 2020.

Upon a motion made by Mr. Duvall and seconded by Mr. Rickenmann, Council voted unanimously to give second reading approval to the Annexation and Zoning Map Amendment for 166 Riding Grove Road(p) **and** Ordinance No.: 2020-082 Annexing 166 Riding Grove Road, Richland County TMS #28900-01-19(p). Mayor Benjamin recused himself due to a potential conflict of interest.

21. ZONING MAP & TEXT AMENDMENT for 2531 Gervais Street, TMS# 11411-09-11 - *Approved on second reading.*

Ordinance No.: 2020-089 Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 17, Planning, Land Development and Zoning, Article V, Historic Preservation and Architectural Review, Division 4, Landmarks, Sec. 17-691 Buildings and sites list, (d), to add 2531 Gervais Street, Richland County TMS# 11411-09-11- First reading approval was given on September 15, 2020 - Approved on second reading.

Council District: 2

Proposal: Request to rezone the parcel from Office and Institutional District (C-1) to Office and Institutional District (C-1), -Design and Preservation Area (-DP) and amend Chapter 17 - Article V, Division 4 - §17-691(d) to designate structure as a Group III Landmark.

Applicant: Heather Cairns, First and Third LLC

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Staff Recommendation: Approval

PC Recommendation: 08/03/2020; Approval

First reading approval was given on September 15, 2020.

Upon a motion made by Mr. Duvall and seconded by Mr. Rickenmann, Council voted unanimously to give second reading approval to the Zoning Map and Text Amendment for 2531 Gervais Street **and** Ordinance No.: 2020-089 Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 17, Planning, Land Development and Zoning, Article V, Historic Preservation and Architectural Review, Division 4, Landmarks, Sec. 17-691 Buildings and sites list, (d), to add 2531 Gervais Street, Richland County TMS# 11411-09-11. Councilor Devine recused herself due to a potential conflict of interest.

ORDINANCE - SECOND READING

22. 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 - *First reading approval was given on September 1, 2020 - Approved on second reading.*

Upon a motion made by Mr. McDowell and seconded by Mr. Brennan, Council voted unanimously to give second 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.

ZONING/PLANNING MATTERS - FIRST READING

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

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

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Council District: 2

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

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

Staff Recommendation: Approval

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

Upon a motion made by Mr. Rickenmann and seconded by Ms. Devine, Council voted unanimously to give first reading approval to the Annexation, Interim Comprehensive Plan Map Amendment, and Interim Zoning Map Amendment for 1.43-acre portion of 4030 West Beltline Boulevard **and** Ordinance No.: 2020-092 Annexing 1.43-acre portion of 4030 West Beltline Boulevard, Richland County TMS #11609-10-36 (pt).

ORDINANCE - FIRST READING

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



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RESOLUTIONS

25. Resolution No.: R-2020-084 Authorizing the Purchase of 0.23 Acre being a portion of Common Area in Willowbrook Subdivision, located on the southwestern side of Summerlea Drive (S-376); Richland County TMS#09205-02-23 Project Name: Utility Site for Sanitary Sewer and Storm Drainage Improvements along Summerlea Drive CIP Project #SS7433; CF#250-489 - *Approved*

Upon a motion made by Mayor Benjamin and seconded by Mr. Davis, Council voted unanimously to approve Resolution No.: R-2020-084 Authorizing the Purchase of 0.23 Acre being a portion of Common Area in Willowbrook Subdivision, located on the southwestern side of Summerlea Drive (S-376); Richland County TMS#09205-02-23 Project Name: Utility Site for Sanitary Sewer and Storm Drainage Improvements along Summerlea Drive CIP Project #SS7433; CF#250-489.

26. Resolution No.: R-2020-089 Authorizing the City Manager to execute a Sublease Agreement with Celia Saxon Shopping Center, LLC for the lease of Suite 110 and Suite 112 2012 Harden Street for the Employee Health Center - *Approved*

Upon a motion made by Mr. McDowell and seconded by Ms. Devine, Council voted unanimously to approve Resolution No.: R-2020-089 Authorizing the City Manager to execute a Sublease Agreement with Celia Saxon Shopping Center, LLC for the lease of Suite 110 and Suite 112 2012 Harden Street for the Employee Health Center.

OTHER MATTERS

27. Council is asked to approve a request to add three (3) additional street lights on White Street. - *Approved*

Upon a motion made by Mr. McDowell and seconded by Ms. Devine, Council voted unanimously to approve a request to add three (3) additional street lights on White Street.

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APPOINTMENTS

28. Affordable Housing Task Force - *Approved*

Upon a motion made by Ms. Devine and seconded by Mr. Davis, Council voted unanimously to approve the appointment of Ms. Ivory Matthews, Ms. Tonya Isaac, Ms. Shayla Riley, Ms. Mary Louise Resch, Mr. Gregory Sprouse, Mr. Chris Zimmer, The Honorable Allison Terracio, Dr. Bryan P. Grady, Mr. Dylan Gunnels, and Ms. Regina Williams to the Affordable Housing Task Force.

29. Midlands Housing Alliance - *Approved*

Upon a motion made by Mr. McDowell and seconded by Ms. Devine, Council voted unanimously to approve the appointment of Ms. Jean Denman to the Midlands Housing Alliance.

30. Planning Commission – *Deferred*

CITY COUNCIL COMMITTEE REPORTS/REFERRALS

Upon a motion made by Mr. Rickenmann and seconded by Mr. Duvall, Council voted unanimously to create a collaborative committee between the City of Columbia and the University of South Carolina administration and student organizations.

Ms. Teresa Wilson, City Manager said overview of the Planning and Development Services review process by the Economic and Community Development Committee went very well. We introduced our new business liaison and he is now in place. Mr. Brennan requested we come back in 60 days with some metrics to track the various changes that are underway in that development review process. The Office of Business Opportunities also provided an update in regards to the small minority business enterprise activities that are ongoing.

PUBLIC INPUT

No comments were received at this time.

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EXECUTIVE SESSION

Upon a motion made by Mr. Duvall and seconded by Mr. Davis, Council voted unanimously to enter into Executive Session at 4:18 p.m. for the discussion of **Items 31** through **34**, as amended to add discussion of the hospitality tax and Saluda Greenway 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 Licenses
32. Discussion of negotiations incident to proposed contractual arrangements pursuant to S. C. Code §30-4-70(a)(2)
 - Bull Street Garages
 - Landmark
 - 2221 Devine Street
 - Farrow Road Property
 - Public Art
33. Discussion of negotiations incident to the proposed purchase of property pursuant to S. C. Code §30-4-70(a)(2)
 - Adeline Drive
34. 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)
 - Tax Incentives for Affordable Housing Projects

ADJOURNMENT

Council adjourned the meeting at 6:48 p.m.

Respectfully submitted by:

Erika D. Moore Hammond, CMC
City Clerk

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

THIS CONTRACT is entered into between the City of Columbia (hereinafter called the "City") and IT-ology (hereinafter called the "Consultant").

WITNESSETH:

WHEREAS, the City desires to retain the services of the Consultant to provide consulting services to the City, as specified in Exhibit A for fiscal year (FY) 2020-2021;

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

1. CONTRACT FOR SERVICES

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

2. SCOPE OF SERVICES AND TIME OF PERFORMANCE

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

3. TERM OF AGREEMENT

This Contract shall be effective upon signing and shall expire on June 30, 2021, unless terminated earlier as provided herein.

4. METHOD OF PAYMENT

In consideration of the services performed hereunder and upon receipt of an invoice, the City will make two (2) payments of Five Thousand and No/100 Dollars (\$5,000.00) to Consultant. The first payment will be made on or after August 1st of the fiscal year, pending review and approval of the contract by the City. The second payment will be made on or after February 1st of the same fiscal year, pending a second review of the scope of work to ensure the terms of the contract are being met by Consultant in timely fashion.

5. DUTIES UPON TERMINATION

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

6. ETHICS

Consultant and any subconsultant(s) acknowledge that they are subject to the provisions of the 1991 Ethics Reform Act (S.C. Code Ann. §8-13-100, *et seq.*, as amended). Under this Act, a person may not, directly or indirectly, give, offer, or promise anything of value to a public official, public member, or public employee with the intent to:

- A. Influence the discharge of a public official's, public member's, or public employee's official responsibilities;
- B. Influence a public official, public member, or public employee to commit, aid in committing, collude in, or allow fraud on a governmental entity; or
- C. Induce a public official, public member, or public employee to perform or fail to perform an act in violation of the public official's, public member's, or public employee's official responsibilities. "Anything of value" includes, but is not limited to, lodging, transportation, entertainment, food, meals, beverages, money, gifts, honorariums, discounts and interest-free loans.

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

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

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

10. AMENDMENTS

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

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

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

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

12. INDEPENDENT CONSULTANT

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

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

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

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

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

applicants for employment, notices to be provided by the government setting forth the provisions of this nondiscrimination clause. The Contractor shall state that it will receive consideration for employment without regard to race, color, creed, religion, ancestry, sex, national origin, disability or other handicap, age, marital status, or status with regard to public assistance. The Contractor will incorporate these equal employment opportunity requirements in all subcontracts for program work.

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

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

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

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

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

23. WHOLE AGREEMENT

The Agreement represents the entire Agreement between the City and the Consultant and

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

24. GOVERNING LAW

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

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

IT-oLogy

CITY OF COLUMBIA

BY: _____

BY: _____

TITLE: _____

TITLE: Teresa B. Wilson, City Manager

DATE: _____

DATE: _____

APPROVED AS TO FORM



Legal Department City of Columbia, SC

10/14/20

Attachment: APPROVED - IT-ology 2020-21 contract (6281 : ITology Funding 2020/2021)

Exhibit A

Deliverables	Cost Per Deliverable	
Execute Community IT Certification Training Focus: Veterans re-entering the workforce and Underrepresented populations in IT) Provide Training for individuals from underrepresented groups in IT and for Veterans re-entering the workforce. Industry-based certification programs are designed to allow participants to gain credentials that are considered differentiators in the insurance technology field as well as other fields needing entry level IT as well as management-level IT workers	\$5,000	
Execute Summit on IT Conference	\$4,500	
Provide Marketing Assistance/Location of Venues for the City of Columbia	\$500	
Total	\$10,000	

THIS CONTRACT is entered into between the City of Columbia (hereinafter called the "City") and the Midlands Technical College Enterprise Campus Authority (hereinafter called the "Consultant").

WHEREAS, the City desires to retain the services of the Consultant to provide consulting services to the City, as specified in Exhibit A for fiscal year (FY) 2020-2021;

1. CONTRACT FOR SERVICES

2. SCOPE OF SERVICES AND TIME OF PERFORMANCE

3. TERM OF AGREEMENT

4. METHOD OF PAYMENT

1

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- A. Influence the discharge of a public official's, public member's, or public employee's official responsibilities;
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Midlands Technical College

CITY OF COLUMBIA

BY: _____

BY: _____

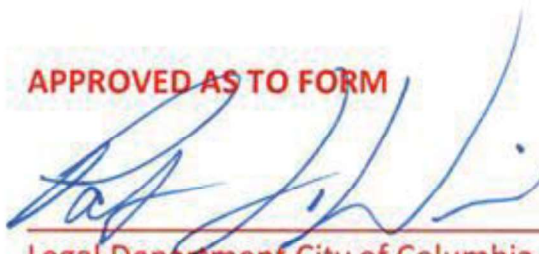
TITLE: _____

TITLE: Teresa B. Wilson, City Manager

DATE: _____

DATE: _____

APPROVED AS TO FORM



Legal Department City of Columbia, SC

10/15/20

Exhibit A

Deliverables	Cost Per Deliverable	Date of Deliverable Completion
Coordinate in-person and virtual recruitment opportunities with the City to seek corporate partners for the park and next stage, entrepreneurial partners for the Accelerator	\$6,000	
Marketing cost to recruit corporate partners for the park and recruit next stage, entrepreneurial partners for the Accelerator	\$2,000	
Escalate entrepreneurship through growth of the MTC Accelerator	\$2,000	
Total	\$10,000	

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

THIS CONTRACT is entered into between the City of Columbia (hereinafter called the "City") and the USC/Columbia Technology Incubator (hereinafter called the "Consultant").

WITNESSETH:

WHEREAS, the City desires to retain the services of the Consultant to provide consulting services to the City, as specified in Exhibit A for fiscal year (FY) 2020-2021;

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

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

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

21. COMPLIANCE WITH LOCAL LAWS

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

22. PERSONNEL

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

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

23. WHOLE AGREEMENT

The Agreement represents the entire Agreement between the City and the Consultant and

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

24. GOVERNING LAW

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

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

USC/Columbia Technology Incubator

CITY OF COLUMBIA

BY: _____

BY: _____

TITLE: _____

TITLE: Teresa B. Wilson, City Manager

DATE: _____

DATE: _____

APPROVED AS TO FORM



Legal Department City of Columbia, SC

10/15/20

Exhibit A

Deliverables	Cost Per Deliverable	Date of Deliverable Completion
Management of 41 incubator companies with an earned total of \$19 million in revenue	\$25,000	
Total	\$25,000	

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

THIS CONTRACT is entered into between the City of Columbia (hereinafter called the "City") and the Columbia World Affairs Council (hereinafter called the "Consultant").

WITNESSETH:

WHEREAS, the City desires to retain the services of the Consultant to provide consulting services to the City, as specified in Exhibit A for fiscal year (FY) 2020-2021;

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

1. CONTRACT FOR SERVICES

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

2. SCOPE OF SERVICES AND TIME OF PERFORMANCE

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

3. TERM OF AGREEMENT

This Contract shall be effective upon signing and shall expire on June 30, 2021, unless terminated earlier as provided herein.

4. METHOD OF PAYMENT

In consideration of the services performed hereunder and upon receipt of an invoice, the City will make two (2) payments of Fifteen Thousand and No/100 Dollars (\$15,000.00) to Consultant. The first payment will be made on or after August 1st of the fiscal year, pending review and approval of the contract by the City. The second payment will be made on or after February 1st of the same fiscal year, pending a second review of the scope of work to ensure the terms of the contract are being met by Consultant in timely fashion.

5. DUTIES UPON TERMINATION

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

6. ETHICS

Consultant and any subconsultant(s) acknowledge that they are subject to the provisions of the 1991 Ethics Reform Act (S.C. Code Ann. §8-13-100, *et seq.*, as amended). Under this Act, a person may not, directly or indirectly, give, offer, or promise anything of value to a public official, public member, or public employee with the intent to:

- A. Influence the discharge of a public official's, public member's, or public employee's official responsibilities;
- B. Influence a public official, public member, or public employee to commit, aid in committing, collude in, or allow fraud on a governmental entity; or
- C. Induce a public official, public member, or public employee to perform or fail to perform an act in violation of the public official's, public member's, or public employee's official responsibilities. "Anything of value" includes, but is not limited to, lodging, transportation, entertainment, food, meals, beverages, money, gifts, honorariums, discounts and interest-free loans.

7. FINDINGS CONFIDENTIAL

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

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

8. ACCESS TO RECORDS

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

9. COPYRIGHT

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

10. AMENDMENTS

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

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

11. ASSIGNABILITY/SUB-CONSULTING

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

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

12. INDEPENDENT CONSULTANT

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

13. BREACH / WAIVER

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

14. TERMINATION OF CONTRACT FOR CAUSE

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

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

15. TERMINATION FOR CONVENIENCE OF THE CITY

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

16. INTEREST OF CONSULTANT

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

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

17. EQUAL EMPLOYMENT OPPORTUNITY

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

applicants for employment, notices to be provided by the government setting forth the provisions of this nondiscrimination clause. The Contractor shall state that it will receive consideration for employment without regard to race, color, creed, religion, ancestry, sex, national origin, disability or other handicap, age, marital status, or status with regard to public assistance. The Contractor will incorporate these equal employment opportunity requirements in all subcontracts for program work.

18. LICENSES, PERMITS AND TAXES

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

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

19. REMEDIES

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

20. SEVERABILITY

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

21. COMPLIANCE WITH LOCAL LAWS

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

22. PERSONNEL

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

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

23. WHOLE AGREEMENT

The Agreement represents the entire Agreement between the City and the Consultant and

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

24. GOVERNING LAW

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

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

Columbia World Affairs Council

CITY OF COLUMBIA

BY: _____

BY: _____

TITLE: _____

TITLE: Teresa B. Wilson, City Manager

DATE: _____

DATE: _____

APPROVED AS TO FORM



Legal Department City of Columbia, SC

10/14/20

Exhibit A

Deliverables	Cost Per Deliverable	Date of Deliverable Completion
Build international network of cities around universities focusing on Education, Landing Pad, IT, AI, Digital Economy & and Biotech/Life Sciences	\$3,000	
Develop UK partnership for Economic Development (Liverpool and Essex)	\$1,000	
Identify 8 business leads for Columbia (8 x \$1,200)	\$9,600	
Coordinate actual or virtual spring mission trip specific to landing pad opportunities, IT and Innovation Cluster Development	\$5,000	
Underwrite intern for CED to coordinate CWAC activities	\$1,500	
Execute Global Vision Awards Gala	\$8,000	
Cover City's payment in Sister City International	\$1,000	
Schedule and host at least one call or video conference per month with Columbia's sister city partners and/or related business prospects	\$1,500	
Total	\$30,000	

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

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

WITNESSETH:

WHEREAS, the City desires to retain the services of the Consultant to provide consulting services to the City, as specified in Exhibit A for fiscal year (FY) 2020-2021;

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

1. CONTRACT FOR SERVICES

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

2. SCOPE OF SERVICES AND TIME OF PERFORMANCE

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

3. TERM OF AGREEMENT

This Contract shall be effective upon signing and shall expire on June 30, 2021, unless terminated earlier as provided herein.

4. METHOD OF PAYMENT

In consideration of the services performed hereunder and upon receipt of an invoice, the City will make two (2) payments of Sixteen Thousand Two Hundred Fifty and No/100 Dollars (\$16,250.00) to Consultant. The first payment will be made on or after August 1st of the fiscal year, pending review and approval of the contract by the City. The second payment will be made on or after February 1st of the same fiscal year, pending a second review of the scope of work to ensure the terms of the contract are being met by Consultant in timely fashion.

5. DUTIES UPON TERMINATION

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

6. ETHICS

Consultant and any subconsultant(s) acknowledge that they are subject to the provisions of the 1991 Ethics Reform Act (S.C. Code Ann. §8-13-100, *et seq.*, as amended). Under this Act, a person may not, directly or indirectly, give, offer, or promise anything of value to a public official, public member, or public employee with the intent to:

- A. Influence the discharge of a public official's, public member's, or public employee's official responsibilities;
- B. Influence a public official, public member, or public employee to commit, aid in committing, collude in, or allow fraud on a governmental entity; or
- C. Induce a public official, public member, or public employee to perform or fail to perform an act in violation of the public official's, public member's, or public employee's official responsibilities. "Anything of value" includes, but is not limited to, lodging, transportation, entertainment, food, meals, beverages, money, gifts, honorariums, discounts and interest-free loans.

7. FINDINGS CONFIDENTIAL

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

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

8. ACCESS TO RECORDS

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

9. COPYRIGHT

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

10. AMENDMENTS

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

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

11. ASSIGNABILITY/SUB-CONSULTING

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

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

12. INDEPENDENT CONSULTANT

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

13. BREACH / WAIVER

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

14. TERMINATION OF CONTRACT FOR CAUSE

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

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

15. TERMINATION FOR CONVENIENCE OF THE CITY

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

16. INTEREST OF CONSULTANT

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

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

17. EQUAL EMPLOYMENT OPPORTUNITY

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

applicants for employment, notices to be provided by the government setting forth the provisions of this nondiscrimination clause. The Contractor shall state that it will receive consideration for employment without regard to race, color, creed, religion, ancestry, sex, national origin, disability or other handicap, age, marital status, or status with regard to public assistance. The Contractor will incorporate these equal employment opportunity requirements in all subcontracts for program work.

18. LICENSES, PERMITS AND TAXES

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

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

19. REMEDIES

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

20. SEVERABILITY

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

21. COMPLIANCE WITH LOCAL LAWS

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

22. PERSONNEL

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

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

23. WHOLE AGREEMENT

The Agreement represents the entire Agreement between the City and the Consultant and

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

24. GOVERNING LAW

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

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

EngenuitySC

CITY OF COLUMBIA

BY: _____

BY: _____

TITLE: _____

TITLE: Teresa B. Wilson, City Manager

DATE: _____

DATE: _____

APPROVED AS TO FORM



Legal Department City of Columbia, SC

10/14/20

Attachment: APPROVED - EngenuitySC 2020-21 contract (6277 : EngenuitySC Funding 2020/2021)

Exhibit A

Deliverables	Cost Per Deliverable	Date of Deliverable Completion
Maintain and update Innovate Columbia, the newly developed digital hub for entrepreneur resources www.innovatecolumbiasc.com	\$2,500	
Develop Capture Columbia, a college intern talent retention program	\$5,000	
Produce the fourth annual Midlands Competitiveness week and seventh annual Midlands Regional Competitiveness Report, to include a video produced featuring a key industry or area of promotion within the City	\$7,500	
Development of the regional gateway project	\$7,500	
Co-development with Columbia Economic Development and GrowCo of an online entrepreneurship and competitiveness series, and promotion of the annual Growth Summit	\$2,500	
Development of the “Hot Take – Cool Columbians” video series featuring young, talented professionals committed to Columbia	\$2,500	
Planning and support work related CED/ Business District Initiatives	\$5,000	
Total	\$32,500	

Attachment: APPROVED - EngenuitySC 2020-21 contract (6277 : EngenuitySC Funding 2020/2021)

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

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

WITNESSETH:

WHEREAS, the City desires to retain the services of the Consultant to provide consulting services to the City, as specified in Exhibit A for fiscal year (FY) 2020-2021;

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

1. CONTRACT FOR SERVICES

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

2. SCOPE OF SERVICES AND TIME OF PERFORMANCE

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

3. TERM OF AGREEMENT

This Contract shall be effective upon signing and shall expire on December 31, 2020, unless terminated earlier as provided herein.

4. METHOD OF PAYMENT

In consideration of the services performed hereunder and upon receipt of an invoice, the City will make two (2) payments of Eighteen Thousand and No/100 Dollars (\$18,000.00) to Consultant. The first payment will be made on or after August 1st of the fiscal year, pending review and approval of the contract by the City. The second payment will be made on or after February 1st of the same fiscal year, pending a second review of the scope of work to ensure the terms of the contract are being met by Consultant in timely fashion.

5. DUTIES UPON TERMINATION

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

6. ETHICS

Consultant and any subconsultant(s) acknowledge that they are subject to the provisions of the 1991 Ethics Reform Act (S.C. Code Ann. §8-13-100, *et seq.*, as amended). Under this Act, a person may not, directly or indirectly, give, offer, or promise anything of value to a public official, public member, or public employee with the intent to:

- A. Influence the discharge of a public official's, public member's, or public employee's official responsibilities;
- B. Influence a public official, public member, or public employee to commit, aid in committing, collude in, or allow fraud on a governmental entity; or
- C. Induce a public official, public member, or public employee to perform or fail to perform an act in violation of the public official's, public member's, or public employee's official responsibilities. "Anything of value" includes, but is not limited to, lodging, transportation, entertainment, food, meals, beverages, money, gifts, honorariums, discounts and interest-free loans.

7. FINDINGS CONFIDENTIAL

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

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

8. ACCESS TO RECORDS

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

9. COPYRIGHT

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

10. AMENDMENTS

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

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

11. ASSIGNABILITY/SUB-CONSULTING

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

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

12. INDEPENDENT CONSULTANT

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

13. BREACH / WAIVER

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

14. TERMINATION OF CONTRACT FOR CAUSE

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

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

15. TERMINATION FOR CONVENIENCE OF THE CITY

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

16. INTEREST OF CONSULTANT

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

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

17. EQUAL EMPLOYMENT OPPORTUNITY

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

applicants for employment, notices to be provided by the government setting forth the provisions of this nondiscrimination clause. The Contractor shall state that it will receive consideration for employment without regard to race, color, creed, religion, ancestry, sex, national origin, disability or other handicap, age, marital status, or status with regard to public assistance. The Contractor will incorporate these equal employment opportunity requirements in all subcontracts for program work.

18. LICENSES, PERMITS AND TAXES

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

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

19. REMEDIES

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

20. SEVERABILITY

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

21. COMPLIANCE WITH LOCAL LAWS

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

22. PERSONNEL

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

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

23. WHOLE AGREEMENT

The Agreement represents the entire Agreement between the City and the Consultant and

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

24. GOVERNING LAW

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

IN WITNESS WHEREOF, the City and the Consultant have entered into this Agreement as of the date of the last signature hereinbelow.

Central SC Alliance

CITY OF COLUMBIA

BY: _____

BY: _____

TITLE: _____

TITLE: Teresa B. Wilson, City Manager

DATE: _____

DATE: _____

APPROVED AS TO FORM



Legal Department City of Columbia, SC

10/19/2020

Attachment: APPROVED - Central SC Alliance 2020-21 contract (6275 : Central SC Alliance Funding 2020/21)

Exhibit A

Deliverables (July 1, 2020 – December 31, 2020)	Cost Per Deliverable	Date of Deliverable Completion
Research and Support • Research, analytics, and RFI responses • Property mapping and amenities • Research subscriptions • Labor profiles and comparisons	\$10,000	
Marketing and Lead Gen Support • Globally targeted lead generation • Assistance with appointment setting for the Insurtech Connect Digital Conference (Oct. 21-23) • Lead generation assistance with local technology companies utilizing remote workforce in the Columbia area • Assistance with City retail branding and marketing as requested • Industry specific marketing materials • Marketing mission planning and execution (virtually and in-person) • Social media, website location, and available property promotions • Video and drone footage production (deliverable) • Photography production to assist CED with development of photo library collateral (company photos and QOL) • Custom marketing materials for ads, missions, and sales publications – Executive Summary, Translated Publications, Regional/Domestic/International etc...	\$20,000	

Custom Business Development • Custom bi-fold City brochure • Property tours and hosting prospects • Community tours • Incentive negotiation assistance • Connection to suppliers and vendors • Labor interviews	\$6,000	
Total	\$36,000	

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

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

WITNESSETH:

WHEREAS, the City desires to retain the services of the Consultant to provide consulting services to the City, as specified in Exhibit A for fiscal year (FY) 2020-2021;

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

1. CONTRACT FOR SERVICES

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

2. SCOPE OF SERVICES AND TIME OF PERFORMANCE

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

3. TERM OF AGREEMENT

This Contract shall be effective upon signing and shall expire on June 30, 2021, unless terminated earlier as provided herein.

4. METHOD OF PAYMENT

In consideration of the services performed hereunder and upon receipt of an invoice, the City will make two (2) payments of Eighteen Thousand Seven Hundred Fifty and No/100 Dollars (\$18,750.00) to Consultant. The first payment will be made on or after August 1st of the fiscal year, pending review and approval of the contract by the City. The second payment will be made on or after February 1st of the same fiscal year, pending a second review of the scope of work to ensure the terms of the contract are being met by Consultant in timely fashion.

Attachment: APPROVED - GrowCo 2020-21 contract (6280 : GrowCo Funding 2020/2021)

5. DUTIES UPON TERMINATION

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

6. ETHICS

Consultant and any subconsultant(s) acknowledge that they are subject to the provisions of the 1991 Ethics Reform Act (S.C. Code Ann. §8-13-100, *et seq.*, as amended). Under this Act, a person may not, directly or indirectly, give, offer, or promise anything of value to a public official, public member, or public employee with the intent to:

- A. Influence the discharge of a public official's, public member's, or public employee's official responsibilities;
- B. Influence a public official, public member, or public employee to commit, aid in committing, collude in, or allow fraud on a governmental entity; or
- C. Induce a public official, public member, or public employee to perform or fail to perform an act in violation of the public official's, public member's, or public employee's official responsibilities. "Anything of value" includes, but is not limited to, lodging, transportation, entertainment, food, meals, beverages, money, gifts, honorariums, discounts and interest-free loans.

7. FINDINGS CONFIDENTIAL

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

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

8. ACCESS TO RECORDS

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

9. COPYRIGHT

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

10. AMENDMENTS

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

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

11. ASSIGNABILITY/SUB-CONSULTING

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

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

12. INDEPENDENT CONSULTANT

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

13. BREACH / WAIVER

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

14. TERMINATION OF CONTRACT FOR CAUSE

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

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

15. TERMINATION FOR CONVENIENCE OF THE CITY

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

16. INTEREST OF CONSULTANT

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

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

17. EQUAL EMPLOYMENT OPPORTUNITY

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

applicants for employment, notices to be provided by the government setting forth the provisions of this nondiscrimination clause. The Contractor shall state that it will receive consideration for employment without regard to race, color, creed, religion, ancestry, sex, national origin, disability or other handicap, age, marital status, or status with regard to public assistance. The Contractor will incorporate these equal employment opportunity requirements in all subcontracts for program work.

18. LICENSES, PERMITS AND TAXES

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

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

19. REMEDIES

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

20. SEVERABILITY

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

21. COMPLIANCE WITH LOCAL LAWS

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

22. PERSONNEL

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

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

23. WHOLE AGREEMENT

The Agreement represents the entire Agreement between the City and the Consultant and

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

24. GOVERNING LAW

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

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

GrowCo

CITY OF COLUMBIA

BY: _____

BY: _____

TITLE: _____

TITLE: Teresa B. Wilson, City Manager

DATE: _____

DATE: _____

APPROVED AS TO FORM



Legal Department City of Columbia, SC

10/14/20

Attachment: APPROVED - GrowCo 2020-21 contract (6280 : GrowCo Funding 2020/2021)

Exhibit A

<u>Deliverables</u>	<u>Cost Per Deliverable</u>	<u>Date of Deliverable Completion</u>
Expand mentoring programs for high growth potential (250K+ revenue per year) companies in Columbia, SC	\$10,000	
New membership recruitment – 12 companies	\$6,000	
Promotion - Raising visibility and sharing success stories for Columbia's entrepreneurs	\$21,500	
Total	\$37,500	

GRANT AGREEMENT
among
CITY OF COLUMBIA, SOUTH CAROLINA
and
ROBINSON GRAY STEPP & LAFFITTE, LLC

GRANT AGREEMENT

This GRANT AGREEMENT (“Agreement”), between City of Columbia, South Carolina, a body politic and corporate (“City”) and Robinson Gray Stepp & Laffitte, LLC, a South Carolina limited liability company (“Company,” and with City, “Parties,” each, a “Party”).

W I T N E S S E T H :

WHEREAS, Title 5, Chapter 7 of the Code of Laws of South Carolina, 1976, as amended (“Act”), authorizes the City to exercise powers which the City deems necessary and proper for the general welfare of the City and the citizens of the City;

WHEREAS, pursuant to the Act, the City has determined to offer grants to (a) induce enterprises to locate in the City and (b) encourage enterprises currently located in the City to expand their investments in the City in order to provide opportunities for the creation and retention of jobs in the City and the advancement of economic development in the City;

WHEREAS, the Company has committed to maintaining and growing their local employment presence and expanding by adding corporate office space and new, full time, high paying jobs (“Project”) in the City limits;

WHEREAS, the Company has provided to the City a statement of its intended uses of City grant funds and represents and warrants that all City grant funds will be expended only for a valid public purpose under South Carolina law.

NOW, THEREFORE, in consideration of the respective representations, covenants and agreements contained in this Agreement and other good and valuable consideration the receipt of which each Party acknowledges, the Parties agree:

ARTICLE I ADDITIONAL DEFINITIONS

The following terms used in this Agreement have the meanings given below, unless the context clearly requires otherwise.

“*Administration Expenses*” means the reasonable expenses incurred by the City in the negotiation, approval and implementation of the terms and provisions of this Agreement, including reasonable attorney’s and consultant’s fees. Administration Expenses does not include any costs, expenses, including attorney’s fees, incurred by the City (a) in defending challenges to the Grant provided by this Agreement brought by third parties or the Company or its affiliates and related entities, or (b) in connection with matters arising at the request of the Company outside of the immediate scope of this Agreement, including amendments to the terms of this Agreement.

“*Certification Date*” means the date set forth on Exhibit A by which the Company shall achieve the Commitment.

“*Cessation of Operations*” means a publicly announced termination of the Project, a layoff of a majority of employees working at the Company’s facility in the City, or a substantial reduction in production that continues for a period of twelve (12) months.

“*City Council*” means the City of Columbia City Council, the governing body of the City.

“*Commitment*” means the commitment made by the Company to hire new employees as more particularly described on **Exhibit A**.

“*Costs*” means all costs incurred by or on behalf of the Company to upfit and improve upon space and to purchase and install furniture, fixtures, and equipment at the Company’s facility in the City, whether incurred prior to or after the date of this Agreement, or such other expenses relating to the Project as may be approved in writing by the City.

“*Grant*” means the grant funds awarded by the City to the Company as more particularly described on **Exhibit B**.

“*Term*” means the period from the effective date of this Agreement until the Termination Date.

“*Termination Date*” means, unless earlier terminated pursuant to the provisions of this Agreement, the earlier of (a) the date on which the Company meets the Commitment, or (b) the date on which the Company pays the Repayment Amount set forth in Section 3.3 and Exhibit C of this Agreement.

ARTICLE II REPRESENTATIONS

Section 2.1. *Representations by the City.* The City represents to the Company as follows:

- (a) The City is a body politic and corporate and a political subdivision of the State of South Carolina;
- (b) The City is authorized and empowered by the provisions of the Act to enter into and carry out its obligations under this Agreement;
- (c) The City has duly authorized and approved the execution and delivery of this Agreement in accordance with the procedural requirements of the Act and any other applicable state law;
- (d) The City is not in default of any of its obligations (contractual or otherwise) as a result of entering into and performing its obligations under this Agreement; and
- (e) Based on representations made by the Company to the City, the City has determined the Project will enhance the economic development of the City. Therefore, the City is entering into this Agreement for the purpose of promoting the economic development of the City.

Section 2.2. *Representations by the Company.* The Company represents to the City as follows:

- (a) The Company, a South Carolina limited liability company, has the power to conduct the Project in the State of South Carolina and enter into this Agreement;
- (b) The Company will use commercially reasonable efforts to achieve the Commitment;

(c) The Company's execution and delivery of this Agreement, and its compliance with the provisions of this Agreement does not result in a default under any agreement or instrument to which the Company is now a party or by which it is bound;

(d) On or before December 31 of each year during the Term, commencing in December 31, 2020, the Company covenant to deliver to the City's Office of Economic Development, the information with respect to the Company required by Exhibit D; and

(e) The Company represents and warrants that it will use the Grant only for a valid public purpose under South Carolina law with the understanding that the uses described on the attached Exhibit A qualify as a valid public purpose.

ARTICLE III COMMITMENT; GRANT

Section 3.1. *Commitment.*

(a) The Company shall achieve the Commitment by the Certification Date. The Company shall certify to the City achievement of the Commitment by the Certification Date by providing documentation to the City sufficient to reflect achievement of the Commitment.

(b) The City and its authorized agents, at any reasonable time on prior notice, may enter and examine and inspect the Company's books and records to verify any information included in the documentation provided by the Company to the City certifying achievement of the Commitment.

(c) If the Company fails to commence the Project within 6 months of the Effective Date, the City may terminate this Agreement and, on termination, the Company are no longer entitled to any further benefits under this Agreement and must return the Grant to the City.

Section 3.2. *Grant.* To assist in paying for Costs of the Program, the City shall provide the Grant to the Company.

Section 3.3. *Claw Back.* If the Company (a) fails to achieve and certify the Commitment by the Certification Date, (b) fails to commence the Program within 6 months of the Effective Date, (c) expends the Grant for any expenditure that is not a valid public purpose under South Carolina law, or (d) announces a Cessation of Operations within six (6) months after the Certification Date, then the Company is subject to the claw backs as described in Exhibit C. Any amount that may be due from the Company to the City as calculated in accordance with or described in Exhibit C is due within thirty (30) days of receipt of a written statement from the City setting forth the amount due. The repayment obligation arising under this Section and Exhibit C survives termination of this Agreement.

ARTICLE IV DEFAULT

Section 4.1. *Events of Default.* The following are "Events of Default" under Agreement:

-
- (a) Failure to timely pay any amount due under this Agreement;
 - (b) A representation or warranty made by a Party which is deemed materially incorrect when deemed made;
 - (c) Failure by a Party to perform any of the terms, conditions, obligations, or covenants under this Agreement (other than those under (a), above), which failure has not been cured within 30 days after written notice specifying such failure and requesting that it be remedied, unless the Party has instituted corrective action within the 30-day period and is diligently pursuing corrective action until the default is corrected, in which case the 30-day period is extended to include the period during which the Party is diligently pursuing corrective action;

Section 4.2. Remedies on Default.

(a) If an Event of Default has occurred and is continuing, then the non-defaulting Party may take any one or more of the following remedial actions:

- (i) terminate this Grant Agreement; or
- (ii) take whatever action at law or in equity may appear necessary or desirable to collect amounts due or otherwise remedy the Event of Default or recover its damages.

Section 4.3. Reimbursement of Legal Fees and Other Expenses. If the Company commits an Event of Default and the City is required to employ attorneys or incur other reasonable expenses for the collection of payments due under this Agreement or for the enforcement of performance or observance of any obligation or agreement, the City is entitled to seek reimbursement of the reasonable fees of such attorneys and such other reasonable expenses so incurred.

Section 4.4. Remedies Not Exclusive. No remedy described in this Agreement is intended to be exclusive of any other remedy or remedies, and each and every such remedy is cumulative and in addition to every other remedy given under this Agreement or existing at law or in equity or by statute.

Section 4.5. Nonwaiver. No delay or omission to exercise any right or power accruing upon any continuing default hereunder shall impair any such right or power or is a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient.

Section 4.6. Termination by the City. The City may terminate this Agreement, without cause, upon thirty (30) days' written notice to the Company.

ARTICLE V PARTICULAR RIGHTS AND COVENANTS

Section 5.1. Confidentiality. The City acknowledges that the Company may utilize confidential and proprietary processes and materials, services, equipment, trade secrets, and techniques ("Confidential Information") and that disclosure of the Confidential Information could result in substantial economic harm to the Company. The Company may clearly label any Confidential Information delivered to the City pursuant to this Agreement as "**Confidential Information.**" Except as required by law, the City, or any

employee, agent, or contractor of the City, shall not disclose or otherwise divulge any labeled Confidential Information to any other person, firm, governmental body or agency. The Company acknowledges that the City is subject to the South Carolina Freedom of Information Act, and, as a result, must disclose certain documents and information on request, absent an exemption. If the City is required to disclose any Confidential Information to a third party, the City will use its best efforts to provide the Company with advance notice of such disclosure requirement prior to making such disclosure, and to cooperate reasonably with any attempts by the Company to obtain judicial or other relief from such disclosure requirement.

Section 5.2. Indemnification.

(a) The Company shall indemnify, defend, hold harmless and save the City, its employees, elected officials, officers and agents against and from any and all liability, claims, or causes of action arising from the City's disbursement of and the Company's use of the funds that are the subject of this Agreement.

(b) The City is entitled to use counsel of its choice and the Company shall reimburse the City for all of its costs, including attorneys' fees, incurred in connection with the response to or defense against such liability or claims as described in paragraph (a), above. The City shall provide a statement of the costs incurred in the response or defense, and the Company shall pay the City within 30 days of receipt of the statement. The Company may request reasonable documentation evidencing the costs shown on the statement. However, the City is not required to provide any documentation that may be privileged or confidential to evidence the costs.

Section 5.3. No Liability of City Personnel. All covenants, stipulations, promises, agreements and obligations of the City contained in this Agreement are binding on members of the City Council or any elected official, officer, agent, servant or employee of the City only in his or her official capacity and not in his or her individual capacity, and no recourse for the payment of any moneys under this Agreement may be had against any member of City Council or any elected or appointed official, officer, agent, servant or employee of the City and no recourse for the payment of any moneys or performance of any of the covenants and agreements under this Agreement or for any claims based on this Agreement may be had against any member of City Council or any elected or appointed official, officer, agent, servant or employee of the City except solely in their official capacity.

Section 5.4. Limitation of Liability. The City is not liable to the Company for any costs, expenses, losses, damages, claims or actions in connection with this Agreement. Notwithstanding anything in this Agreement to the contrary, any financial obligation the City may incur under this Agreement is deemed not to constitute a pecuniary liability or a debt or general obligation of the City.

Section 5.5. Administration Expenses. The Company will reimburse, or cause reimbursement to, the City for the Administration Expenses in the amount not to exceed \$5,000. The Company will reimburse the City for its Administration Expenses on receipt of a written request from the City or at the City's direction, which request shall include a general statement of the amount and nature of the Administration Expense. The Company shall pay the Administration Expenses as set forth in the written request no later than 60 days following receipt of the written request from the City. The payment by the Company of the City's Administration Expenses shall not be construed as prohibiting the City from engaging, at its discretion, the counsel of the City's choice.

Section 5.6. No City Sponsorship. This Grant shall not be construed as sponsorship of any event or project of the Company. The Company may not publish the City's logo or list the City as a sponsor or endorser without the City's prior written consent.

ARTICLE VI MISCELLANEOUS

Section 6.1. Notices. Any notice, election, demand, request or other communication to be provided under this Agreement is effective when delivered to the party named below or when deposited with the United States Postal Service, certified mail, return receipt requested, postage prepaid, addressed as follows (or addressed to such other address as any party shall have previously furnished in writing to the other party), except where the terms hereof require receipt rather than sending of any notice, in which case such provision shall control:

AS TO THE CITY:	City of Columbia, S.C. Attn: City Manager P.O. Box 147 Columbia, South Carolina 29217 Phone: 803.545.3026 Fax: 803.545.3051
WITH A COPY TO: (does not constitute notice)	City of Columbia Office of Economic Development Attn: Director of Economic Development 1201 Main Street, Suite 250 Columbia, South Carolina 29201 Phone: 803.734.2700 Fax: 803.734.2702
AS TO THE COMPANY:	Robinson Gray Stepp & Laffitte, LLC Attn: R. William Metzger 1310 Gadsden Street Columbia, SC 29201 Phone: 803.227.1130 Fax: 803.929.0300
WITH A COPY TO:	Robinson Gray Stepp & Laffitte, LLC Attn: Robin Carroll 1310 Gadsden Street Columbia, SC 29201 Phone: 803.231.7800 Fax: 803.929.0300

Section 6.2. Binding Effect. This Agreement is binding on and inures to the Parties' benefit. In the event of the dissolution of the City or the consolidation of any part of the City with any other political subdivision or the transfer of any rights of the City to any other political subdivision, this Agreement shall bind and inure to the benefit of the successors of the City from time to time and any entity, officer, board, commission, agency or instrumentality to whom or to which any power or duty of the City has been transferred.

Section 6.3. Counterparts. This Agreement may be executed in any number of counterparts, in original, by facsimile or by other electronic means, and all of the counterparts taken together are deemed to constitute one and the same instrument.

Section 6.4. Governing Law. This Agreement and all documents executed in connection herewith are construed in accordance with and governed by the laws of South Carolina.

Section 6.5. Amendments. The provisions of this Agreement may be modified or amended only in writing by an agreement or agreements entered into between Parties.

Section 6.6. Assignment. The Agreement may not be assigned by the Company to another entity without the written permission of the City.

Section 6.7. Further Assurance. From time to time the City agrees to execute and deliver to the Company additional instruments as either the Company may request to effectuate the purposes of this Agreement.

Section 6.8. Severability. If any provision of this Agreement is declared illegal, invalid or unenforceable for any reason, the remaining provisions hereof shall be unimpaired, and such illegal, invalid or unenforceable provision shall be reformed so as to most closely effectuate the legal, valid and enforceable intent thereof and so as to afford the Company with the maximum benefits to be derived herefrom, it being the City's intention to offer the Company the strongest inducement possible to locate the Project in the City.

IN WITNESS WHEREOF, the City, acting by and through the City Council, has caused this Agreement to be executed in its name and on its behalf by the City Manager and to be attested by the Clerk to City Council, effective as of the date of the last signature hereinbelow.

CITY OF COLUMBIA, SOUTH CAROLINA

City Manager

Date

(SEAL)
ATTEST:

Clerk to City Council

Date

APPROVED AS TO FORM



Legal Department City of Columbia, SC

11/3/20

IN WITNESS WHEREOF, the Company, acting by and through its duly authorized officer(s), has caused this Agreement to be executed in its name and on its behalf, effective as of the day and year first above written.

Robinson Gray Stepp & Laffitte, LLC

By: _____
Its: _____
Date: _____

Attachment: APPROVED - Robinson Gray - Columbia Grant Agreement (6331 : Economic Development Grant for Robinson Gray)

Exhibit A

Description of Commitment

Not later than December 31, 2024 (“Certification Date”), the Company commits to create not less than ten full-time, or full-time equivalent jobs in the City in connection with the Project paying an average minimum wage of \$42,000 per job annually, and invest no less than \$1,500,000 in a corporate facility within the City limits.

Exhibit B

Description of Grant

The City shall provide a Grant to the Company, in an amount not to exceed \$50,000, payable in a single installment.

Exhibit C

Description of Claw Back

The portion of the Grant to be repaid (“Repayment Amount”) is based on the amount by which the Company failed to achieve the Commitment and is calculated as follows:

Repayment Amount = Grant Amount Received x Clawback Percentage

Clawback Percentage = 100% - Commitment Achievement

Commitment Achievement = Number of Full-Time Jobs Created / Commitment

In calculating each achievement, only the investment achieved or jobs achieved up to the investment committed and the jobs committed will be counted.

For example, and by way of example only, if the Company had received \$50,000 in Grant proceeds, and only created 8 jobs by the Certification Date, the Repayment Amount would be calculated as follows:

$$\text{Commitment Achievement} = 8/12 = 75\%$$

$$\text{Clawback Percentage} = 100\% - 75\% = 25\%$$

$$\text{Repayment Amount} = \$50,000 \times 25\% = \$12,500$$

Exhibit D

Description of Reporting Information

On or before December 31 of each year during the Term, commencing on December 31, 2021, the Company shall deliver to the City (a) a copy of the current payroll showing the Company's employment at its facility in the City, and (b) any additional information the City may reasonably request to determine the Company's current achievement of the Project.

The Company shall remit the information set forth on this Exhibit D to:

City of Columbia, South Carolina
Attn: Ryan Coleman, Economic Development Director
1201 Main Street, Suite 250
Columbia, SC 29201
Email: Ryan.Coleman@columbiasc.gov
Phone: 803.734.2700
Fax: 803.734.2702

Exhibit E

Use of Grant Funds

The Company shall use the Grant solely for the purpose of any required upfits and improvements to the physical space at its facility in the City, as well as funding the acquisition of furniture, fixtures and equipment for the facility.

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

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

WITNESSETH:

WHEREAS, the City desires to retain the services of the Consultant to provide consulting services to the City, as specified in Exhibit A for fiscal year (FY) 2020-2021;

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

1. CONTRACT FOR SERVICES

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

2. SCOPE OF SERVICES AND TIME OF PERFORMANCE

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

3. TERM OF AGREEMENT

This Contract shall be effective upon signing and shall expire on June 30, 2021, unless terminated earlier as provided herein.

4. METHOD OF PAYMENT

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

5. DUTIES UPON TERMINATION

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

6. ETHICS

Consultant and any subconsultant(s) acknowledge that they are subject to the provisions of the 1991 Ethics Reform Act (S.C. Code Ann. §8-13-100, *et seq.*, as amended). Under this Act, a person may not, directly or indirectly, give, offer, or promise anything of value to a public official, public member, or public employee with the intent to:

- A. Influence the discharge of a public official's, public member's, or public employee's official responsibilities;
- B. Influence a public official, public member, or public employee to commit, aid in committing, collude in, or allow fraud on a governmental entity; or
- C. Induce a public official, public member, or public employee to perform or fail to perform an act in violation of the public official's, public member's, or public employee's official responsibilities. "Anything of value" includes, but is not limited to, lodging, transportation, entertainment, food, meals, beverages, money, gifts, honorariums, discounts and interest-free loans.

7. FINDINGS CONFIDENTIAL

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

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

8. ACCESS TO RECORDS

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

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

9. COPYRIGHT

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

10. AMENDMENTS

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

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

11. ASSIGNABILITY/SUB-CONSULTING

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

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

12. INDEPENDENT CONSULTANT

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

13. BREACH / WAIVER

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

14. TERMINATION OF CONTRACT FOR CAUSE

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

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

15. TERMINATION FOR CONVENIENCE OF THE CITY

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

16. INTEREST OF CONSULTANT

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

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

17. EQUAL EMPLOYMENT OPPORTUNITY

In carrying out the program, the Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, or national origin. The Contractor shall take affirmative action to ensure equal employment opportunities for all applicants for employment, without regard to their race, creed, color, religion, ancestry, sex, sexual orientation, national origin, disability or other handicap, age, marital status, or status with regard to public assistance. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the government setting forth the provisions of this nondiscrimination clause. The Contractor shall state that it will receive

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

18. LICENSES, PERMITS AND TAXES

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

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

19. REMEDIES

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

20. SEVERABILITY

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

21. COMPLIANCE WITH LOCAL LAWS

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

22. PERSONNEL

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

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

23. WHOLE AGREEMENT

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

the Agreement.

24. GOVERNING LAW

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

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

Greater Columbia Chamber of Commerce CITY OF COLUMBIA

BY: _____

BY: _____

TITLE: _____

TITLE: Teresa B. Wilson, City Manager

DATE: _____

DATE: _____

APPROVED AS TO FORM



Legal Department City of Columbia, SC

10/14/20

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

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

WITNESSETH:

WHEREAS, the City desires to retain the services of the Consultant to provide consulting services to the City, as specified in Exhibit A for fiscal year (FY) 2020-2021;

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

1. CONTRACT FOR SERVICES

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

2. SCOPE OF SERVICES AND TIME OF PERFORMANCE

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

3. TERM OF AGREEMENT

This Contract shall be effective upon signing and shall expire on June 30, 2021, unless terminated earlier as provided herein.

4. METHOD OF PAYMENT

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

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

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- A. Influence the discharge of a public official's, public member's, or public employee's official responsibilities;
- B. Influence a public official, public member, or public employee to commit, aid in committing, collude in, or allow fraud on a governmental entity; or
- C. Induce a public official, public member, or public employee to perform or fail to perform an act in violation of the public official's, public member's, or public employee's official responsibilities. "Anything of value" includes, but is not limited to, lodging, transportation, entertainment, food, meals, beverages, money, gifts, honorariums, discounts and interest-free loans.

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applicants for employment, notices to be provided by the government setting forth the provisions of this nondiscrimination clause. The Contractor shall state that it will receive consideration for employment without regard to race, color, creed, religion, ancestry, sex, national origin, disability or other handicap, age, marital status, or status with regard to public assistance. The Contractor will incorporate these equal employment opportunity requirements in all subcontracts for program work.

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

19. REMEDIES

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

20. SEVERABILITY

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

21. COMPLIANCE WITH LOCAL LAWS

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

22. PERSONNEL

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

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

23. WHOLE AGREEMENT

The Agreement represents the entire Agreement between the City and the Consultant and

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

24. GOVERNING LAW

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

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

City Center Partnership, Inc.

CITY OF COLUMBIA

BY: _____

BY: _____

TITLE: _____

TITLE: Teresa B. Wilson, City Manager

DATE: _____

DATE: _____

APPROVED AS TO FORM



Legal Department City of Columbia, SC

10/14/20

Attachment: APPROVED - City Center Partnership Inc. 2020-21 contract (6276 : City Center Partnership Funding 2020/2021)

Objective Category Next 12 Months	Initiatives	Comp. Date	Assigned To	Pct. Comp.	Comments
1. Way Finding	Collaborate with Experience Columbia SC on the installation and use of four new digital kiosks on Main Street	12/31/20 – 6/15/21	Long Range Planning Committee and staff		Working with Experience SC who is leading this project.
2. Marketing	Continue ongoing efforts to strategically recruit and position retail merchants	12/31/20	Jenna		Continuing conversations with owners and brokers and focusing on locations on and off Main Street.
	Continue ongoing marketing to suburbs within 40 miles of downtown Columbia	12/31/20	Marketing Committee		We have increased our digital marketing presence with the hiring of Spruce Strategies and advertising in regional publications as funds allow.
3. Sense of Place	Continue to work to create a welcoming feeling to our downtown, one that is clean, safe and beautiful.	12/31/20 – 6/30/21	Public Space Committee- Allen and Matt, Karel		HOPE sign has been installed on First Citizens green to encourage shoppers and visitors to the MSD. It will be relocated to another area of the MSD in November 2020.
	Continue to include a sense of culture, place and history as a part of all the things to do	12/31/20	Public Space and Marketing Committees		CCP continues to support Historic Columbia, Columbia Museum of Art & Nickelodeon Theatre.
4. Infrastructure	Continue to encourage implementation of connectivity recommendations for pedestrian, bicycling, vehicular and public transportation	12/31/20	Long Range Planning and Public Space Committees		City of Columbia has begun work to redo intersections of Blanding and Laurel streets.
	Continue to maintain street lighting in the BID	12/31/20	Public Space Committee		Ongoing effort.
5. CCP	Gather data and publish State of Downtown Report to show the impact of the BID over time	12/31/20 – 6/30/21			Final report has been written and will be distributed as part of the BID renewal package to property owners.

	Continue collaborative partnership to address/support the homeless effort in the BID	12/31/20			CCP continues to meet with Transitions, Columbia Police Dept., City Manager, United Way to continuously improve the situation.
	Continue to encourage increased collaboration and a shared vision among all stakeholders	12/31/20	Executive Committee / Marketing Committee		Annual meeting to be held virtually because of COVID. USC Ambassador Tours continue with distancing. CCP working with City ED staff and other districts to communicate merchant incentives and opportunities as we navigate the COVID situation.

SUMMARY OF SEDIMENTATION TRENDS

for

LITTLE LAKE KATHARINE

Columbia, SC

March 6, 2019

PACE Engineering Consultants

P.O. Box 7561

Columbia, SC 29202

Attachment: Little Lake K Dredging summary 3-06-19 (6307 : Little Lake Katharine Dredging Project)

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- 2. *Little Lake Katharine – Dredging Project Components*

BACKGROUND

Little Lake Katharine has experienced siltation and sedimentation for many years, resulting in reduced depths and related environmental impacts. Removal of the sediment can be achieved by dredging and disposal of the sediment. Studies have indicated that the City of Columbia and Richland County were responsible, and funding from the City has been approved.

Erosion of the frontage along Woodlake Drive is also occurring, and some of the dredged material will likely be suitable for restoring the road shoulder.

Sedimentation has likely been largely attributable to Pen Branch inflows, which flow directly toward the lake connection to Gills Creek. For dredging, this area is to be used for access, and can be restored to prevent the repeated Pen Branch inflow during the more frequent floods.

SEDIMENTATION HISTORY

Bathymetric studies of the lake were previously made in 1989, 1993, and 2005, and showed a pattern of sedimentation of about 12,000 cubic feet added per year. In 2018, the Homeowners Association authorized Pace Engineering to determine the storage available in the lake, for comparison to past volumes.

2018 BATHYMETRY

By determining bottom elevations throughout the lake, the volume could be calculated at various elevations. The current volume was determined to be 2.3 million cubic feet.

SEDIMENTATION TRENDS

The 2018 data showed a continuing loss of storage as listed in Table 1 and shown on Figure 1. The 2018 study shows that sedimentation of Little Lake Katharine has continued since the last study in 2005, with a long-term trend of nearly 16,000 cubic feet per year.

Table 1. Little Lake Katharine Storage Volume, 1989-2018

Storage Volume at Elevation 149.1 Feet (NGVD 29) in Cubic Feet				
1989	1993	2005	2018	Volume Decrease (since 1989)
2,723,000	2,642,000	2,530,000	2,270,000	453,000

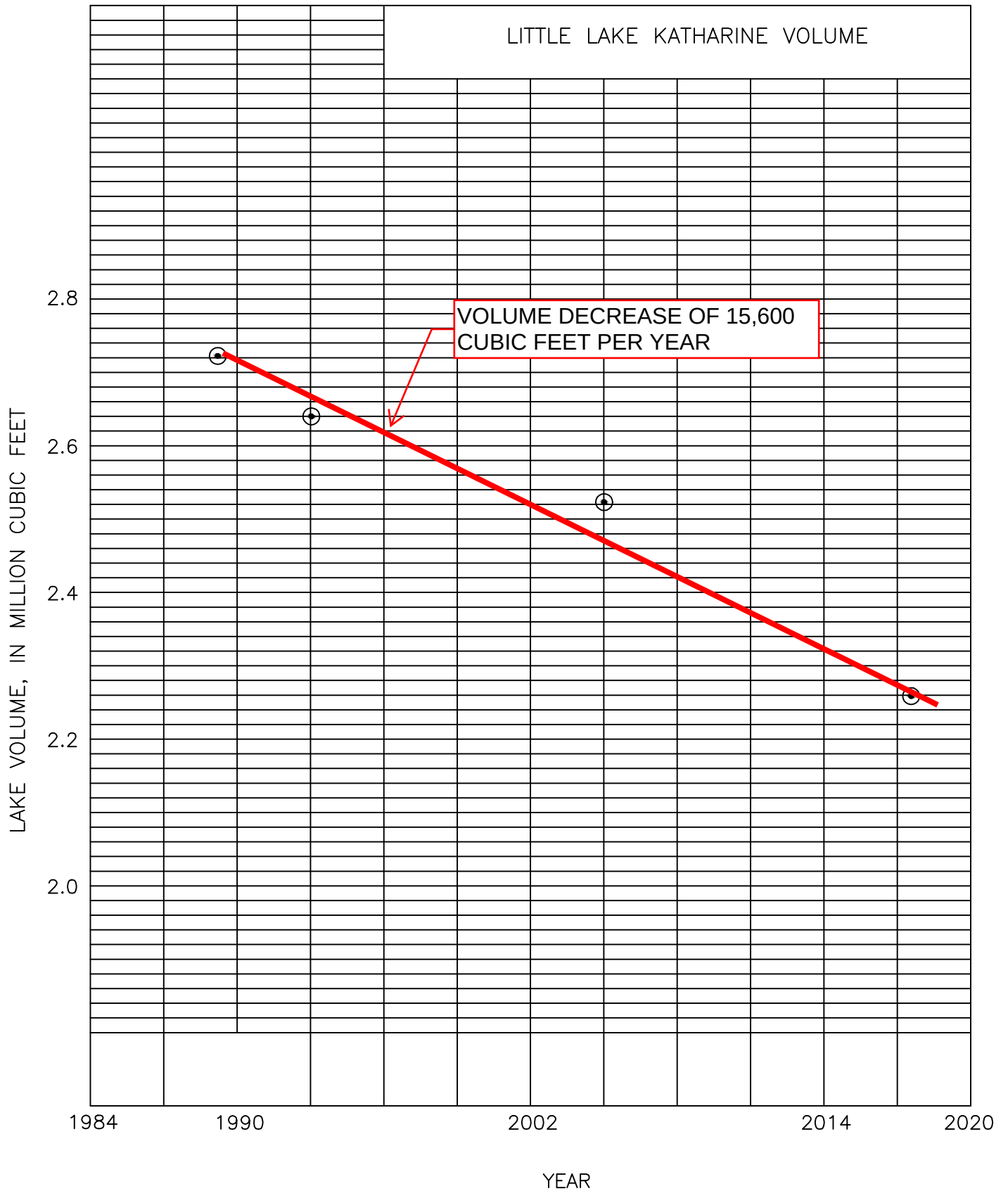


FIGURE 1. LITTLE LAKE KATHARINE VOLUME PLOT, 1989-2018

ESTIMATED COST

To restore the lake to 1989 conditions will require dredging of about 17,000 cubic yards (453,000 cubic feet) of sediment. The project components likely will include beneficial use of the sediment to restore the shoulder of Woodlake Drive (Figure 2).

An estimated cost is as follows: 17,000 cubic yards dredged x \$30 = \$510,000

Construction of shoulder: = \$ 75,000

Engineering, surveying, geotechnical, permitting (20%): = \$117,000

Total: \$702,000

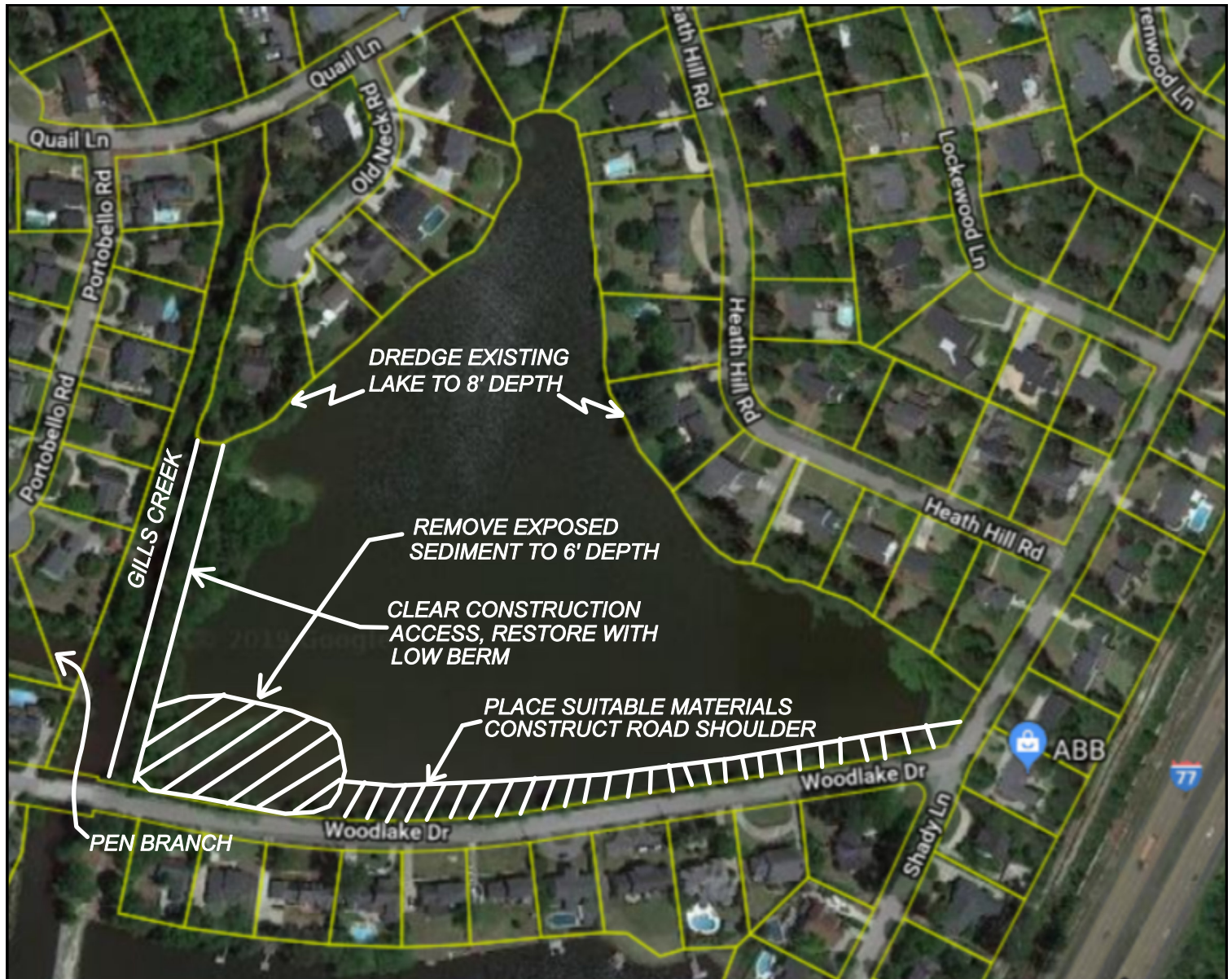


FIGURE 2. LITTLE LAKE KATHARINE - DREDGING PROJECT COMPONENTS

Little Lake Katharine Homeowners Association
4779 Heath Hill Road
Columbia, SC 29206

August 27, 2020

Dear Ms. Higgins,

I am submitting this letter on behalf of the Little Lake Katharine Homeowners Association. As a result of the large amount of sediment that has built up in Little Lake Katharine since 1989 and the accompanying decrease in water volume, as illustrated in the attached survey conducted by Pace Engineering, I am requesting that the City approve the dredging of the lake as recommended in the survey.

Thank you for your consideration of this request and if you have any questions please feel free to contact me.



Robert R. Bowers
Secretary – Treasurer
LLKHOA
4779 Heath Hill Rd.
Columbia, SC 29206

803-606-6982

Attachment: Letter to City from LLKHOA 8.27.20 (6307 : Little Lake Katharine Dredging Project)



INVOICE

CITY OF COLUMBIA
ATTN: MAJOR R.J. HINES
1401 MAIN ST
COLUMBIA SC 29201

INVOICE NUMBER	INVOICE DUE DATE
MB6273	10/01/20
PAGE NUMBER	CUSTOMER ACCOUNT #
1	24188

FOR QUESTIONS CONCERNING THIS INVOICE CONTACT:
Hannah Cliff at 847-260-7133 or hannah.cliff@motorolasolutions.com

LEASE	DESCRIPTION					CHARGES	CREDITS	TOTAL
24188	LEASE PAYMENT					\$327,101.78	\$ -	\$ 327,101.78
CURRENT MONTH AMOUNTS								
Lease Charges	Credit		Local Tax	State Tax	Federal Tax	Other	Late Charges	
327,101.78								\$ 327,101.78
PAST DUE AMOUNTS								
CURRENT		30 DAYS		60 DAYS		90 DAYS		
						\$ 327,101.78		

▼ Please Return This Portion with Your Payment ▼

Please put your customer account number and invoice number on your check for prompt processing

☐ CHANGE OF ADDRESS - PLEASE MARK THIS BOX AND ENTER THE NEW ADDRESS ON THE REVERSE SIDE

INVOICE #	CUSTOMER ACCOUNT #	INVOICE DUE DATE	IF MAILING, SEND PAYMENT TO:	
MB6273	24188	10/01/20	Motorola Solutions Credit Co. LLC P.O. Box 71132 Chicago, IL 60694-1132	\$ 327,101.78 ▲ INVOICE TOTAL ▲ ▲ AMOUNT PAID ▲

Attachment: Motorola invoice (6334 : Lease Purchase Agreement for Motorola Radios)

EQUIPMENT LEASE-PURCHASE AGREEMENT

Lease Number: 24188

LESSEE:

City of Columbia
1401 Main Street
Columbia SC 29201

LESSOR:

Motorola Solutions, Inc.
500 W. Monroe
Chicago IL 60661

Lessor agrees to lease to Lessee and Lessee agrees to lease from Lessor, the equipment and/or software described in Schedule A attached hereto ("Equipment") in accordance with the following terms and conditions of this Equipment Lease-Purchase Agreement ("Lease").

1. TERM. This Lease will become effective upon the execution hereof by Lessor. The Term of this Lease will commence on date specified in Schedule A attached hereto and unless terminated according to terms hereof or the purchase option, provided in Section 18, is exercised this Lease will continue until the Expiration Date set forth in Schedule B attached hereto ("Lease Term").

2. RENT. Lessee agrees to pay to Lessor or its assignee the Lease Payments (herein so called), including the interest portion, in the amounts specified in Schedule B. The Lease Payments will be payable without notice or demand at the office of the Lessor (or such other place as Lessor or its assignee may from time to time designate in writing), and will commence on the first Lease Payment Date as set forth in Schedule B and thereafter on each of the Lease Payment Dates set forth in Schedule B. Any payments received later than ten (10) days from the due date will bear interest at the highest lawful rate from the due date. Except as specifically provided in Section 5 hereof, the Lease Payments will be absolute and unconditional in all events and will not be subject to any set-off, defense, counterclaim, or recoupment for any reason whatsoever. Lessee reasonably believes that funds can be obtained sufficient to make all Lease Payments during the Lease Term and hereby covenants that a request for appropriation for funds from which the Lease Payments may be made will be requested each fiscal period, including making provisions for such payment to the extent necessary in each budget submitted for the purpose of obtaining funding. It is Lessee's intent to make Lease Payment for the full Lease Term if funds are legally available therefor and in that regard Lessee represents that the Equipment will be used for one or more authorized governmental or proprietary functions essential to its proper, efficient and economic operation.

3. DELIVERY AND ACCEPTANCE. Lessor will cause the Equipment to be delivered to Lessee at the location specified in Schedule A ("Equipment Location"). Lessee will accept the Equipment as soon as it has been delivered and is operational. Lessee will evidence its acceptance of the Equipment by executing and delivering to Lessor a Delivery and Acceptance Certificate in the form provided by Lessor.

Even if Lessee has not executed and delivered to Lessor a Delivery and Acceptance Certificate, if Lessor believes the Equipment has been delivered and is operational, Lessor may require Lessee to notify Lessor in writing (within five (5) days of Lessee's receipt of Lessor's request) whether or not Lessee deems the Equipment (i) to have been delivered and (ii) to be operational, and hence be accepted by Lessee. If Lessee fails to so respond in such five (5) day period, Lessee will be deemed to have accepted the Equipment and be deemed to have acknowledged that the Equipment was delivered and is operational as if Lessee had in fact executed and delivered to Lessor a Delivery and Acceptance Certificate.

4. REPRESENTATIONS AND WARRANTIES. Lessor acknowledges that the Equipment leased hereunder is being manufactured and installed by Lessor pursuant to contract (the "Contract") covering the Equipment. Lessor acknowledges that on or prior to the date of acceptance of the Equipment, Lessor intends to sell and assign Lessor's right, title and interest in and to this Agreement and the Equipment to an assignee ("Assignee"). LESSEE FURTHER ACKNOWLEDGES THAT EXCEPT AS EXPRESSLY SET FORTH IN THE CONTRACT, LESSOR MAKES NO EXPRESS OR IMPLIED WARRANTIES OF ANY NATURE OR KIND WHATSOEVER.

AND AS BETWEEN LESSEE AND THE ASSIGNEE, THE PROPERTY SHALL BE ACCEPTED BY LESSEE "AS IS" AND "WITH ALL FAULTS". LESSEE AGREES TO SETTLE ALL CLAIMS DIRECTLY WITH LESSOR AND WILL NOT ASSERT OR SEEK TO ENFORCE ANY SUCH CLAIMS AGAINST THE ASSIGNEE. NEITHER LESSOR NOR THE ASSIGNEE SHALL BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY CHARACTER AS A RESULT OF THE LEASE OF THE EQUIPMENT, INCLUDING WITHOUT LIMITATION, LOSS OF PROFITS, PROPERTY DAMAGE OR LOST PRODUCTION WHETHER SUFFERED BY LESSOR OR ANY THIRD PARTY.

Lessor is not responsible for, and shall not be liable to Lessee for damages relating to loss of value of the Equipment for any cause or situation (including, without limitation, governmental actions or regulations or actions of other third parties).

5. NON-APPROPRIATION OF FUNDS. Notwithstanding anything contained in this Lease to the contrary, Lessee has the right to not appropriate funds to make Lease Payments required hereunder in any fiscal period and in the event no funds are appropriated or in the event funds appropriated by Lessee's governing body or otherwise available by any lawful means whatsoever in any fiscal period of Lessee for Lease Payments or other amounts due under this Lease are insufficient therefor, this Lease shall terminate on the last day of the fiscal period for which appropriations were received without penalty or expense to Lessee of any kind whatsoever, except as to the portions of Lease Payments or other amounts herein agreed upon for which funds shall have been appropriated and budgeted or are otherwise available. The Lessee will immediately notify the Lessor or its Assignee of such occurrence. In the event of such termination, Lessee agrees to peacefully surrender possession of the Equipment to Lessor or its Assignee on the date of such termination, packed for shipment in accordance with manufacturer specifications and freight prepaid and insured to any location in the continental United States designated by Lessor. Lessor will have all legal and equitable rights and remedies to take possession of the Equipment. Non-appropriation of funds shall not constitute a default hereunder for purposes of Section 16.

6. LESSEE CERTIFICATION. Lessee represents, covenants and warrants that: (i) Lessee is a state or a duly constituted political subdivision or agency of the state of the Equipment Location; (ii) the interest portion of the Lease Payments shall be excludable from Lessor's gross income pursuant to Section 103 of the Internal Revenue Code of 1986, as it may be amended from time to time (the "Code"); (iii) the execution, delivery and performance by the Lessee of this Lease have been duly authorized by all necessary action on the part of the Lessee; (iv) this Lease constitutes a legal, valid and binding obligation of the Lessee enforceable in accordance with its terms; (v) Lessee will comply with the information reporting requirements of Section 149(e) of the Internal Revenue Code of 1986 (the "Code"), and such compliance shall include but not be limited to the execution of information statements requested by Lessor; (vi) Lessee will not do or cause to be done any act which will cause, or by omission of any act allow, the Lease to be an arbitrage bond within the meaning of Section 148(a) of the Code; (vii) Lessee will not do or cause to be done any act which will cause, or by omission of any act allow, this Lease to be a private activity bond within the meaning of Section 141(a) of the Code; (viii) Lessee will not do or cause to be done any act which will cause, or by omission of any act allow, the interest portion of the Lease Payment to be or become includible in gross income for Federal income taxation purposes under the Code; and (ix) Lessee will be the only entity to own, use and operate the Equipment during the Lease Term.

Lessee represents, covenants and warrants that: (i) it will do or cause to be done all things necessary to preserve and keep the Lease in full force and effect, (ii) it has complied with all laws relative to public bidding where necessary, and (iii) it has sufficient appropriations or other funds available to pay all amounts due hereunder for the current fiscal period.

If Lessee breaches the covenant contained in this Section, the interest component of Lease Payments may become includible in gross income of the owner or owners thereof for federal income tax purposes. In such event, notwithstanding anything to the contrary contained in Section 11 of this Agreement, Lessee agrees to pay promptly after any such determination of taxability and on each Lease Payment date thereafter to Lessor an additional amount determined by Lessor to compensate such owner or owners for the loss of such excludibility (including, without limitation, compensation relating to interest expense, penalties or additions to tax), which determination shall be conclusive (absent manifest error). Notwithstanding anything herein to the contrary, any additional amount payable by Lessee pursuant to this Section 6 shall be payable solely from Legally Available Funds.

October 25, 2017

Motorola Solutions, Inc.
500 W. Monroe
Chicago IL 60661

RE: Self-Insurance for a Schedule Number 24188 to that certain Equipment Lease Purchase Agreement Number 24188 dated the _____ day of October, 2017, by and between CITY OF COLUMBIA as Lessee and Motorola Solutions, Inc. as Lessor.

Equipment Description: See attached equipment list

Gentlemen:

In consideration of your waiver of the requirement in the above captioned Lease to furnish you with evidence of physical damage and liability insurance on the collateral, and as a further inducement to you to allow the undersigned to self-insure, the undersigned agrees, as follows:

1. To be fully and financially responsible for any and all partial or total loss of the collateral;
2. To notify you in writing, immediately upon any loss of, or damage to, the collateral;
3. To furnish you with estimates of the repair costs for any and all damage caused to, or suffered by, the collateral;
4. To repair or replace said collateral, or so much thereof as may be destroyed or damaged from any cause whatsoever within 45 days or as soon as possible thereafter;
5. To furnish you with paid receipts evidencing the repair of any and all damage to the collateral;
6. To provide you with any duly authorized and executed documentation that you may require to perfect a valid first, prior and paramount lien in replacement collateral;
7. In the event that said collateral cannot be repaired or restored to a condition or value equivalent to its condition or value before the damage, or replaced by comparable collateral, to immediately pay off the obligation, or such portion thereof as may be attributable to the collateral destroyed or damaged beyond repair;
8. To provide annual accountant prepared financial statements, and in the event of a material adverse change in the undersigned's financial condition, and upon your written demand, to furnish you with insurance from an insurance company acceptable to you in an amount not less than the then fair market value of the collateral.

Attachment: Motorola agreement (6334 : Lease Purchase Agreement for Motorola Radios)

9. In the event that the undersigned fails to furnish the insurance policy required under paragraph 8, then, in such event, you may either declare the contract in default, or, at your option, obtain insurance coverage protecting your interest in the collateral and add the costs thereof to the then outstanding balance.
10. To be fully and financially responsible for any loss, damage, injury or accident involving or resulting from use of the Equipment.
11. To provide Lessor with written notice of any claims for loss, damage, injury or accident involving or resulting from use of the Equipment, and make available to Lessor all information and documentation relating thereto.
12. In the event that the undersigned furnishes, or you obtain, the insurance, then, in such event, all of the terms, conditions and provisions of the lease, regarding insurance coverage shall be applicable for the remainder of the term of the lease.

The undersigned further agrees that this letter agreement shall be binding upon, and enure to the benefit of, itself and you and our respective heirs, successors, assigns, and legal and personal representatives.

The undersigned has caused this letter agreement to be executed by its duly authorized representative.

LESSEE: City of Columbia

By: Cheresa Wilson

Title: City Manager

APPROVED AS TO FORM

Legal Department City of Columbia, SC

Attachment: Motorola agreement (6334 : Lease Purchase Agreement for Motorola Radios)

It is Lessor's and Lessee's intention that this Agreement not constitute a "true" lease for federal income tax purposes and, therefore, it is Lessor's and Lessee's intention that Lessee be considered the owner of the Equipment for federal income tax purposes.

7. TITLE TO EQUIPMENT; SECURITY INTEREST. Upon shipment of the Equipment to Lessee hereunder, title to the Equipment will vest in Lessee subject to any applicable license; provided, however, that (i) in the event of termination of this Lease by Lessee pursuant to Section 5 hereof; (ii) upon the occurrence of an Event of Default hereunder, and as long as such Event of Default is continuing; or (iii) in the event that the purchase option has not been exercised prior to the Expiration Date, title will immediately vest in Lessor or its Assignee, and Lessee shall immediately discontinue use of the Equipment, remove the Equipment from Lessee's computers and other electronic devices and deliver the Equipment to Lessor or its Assignee. In order to secure all of its obligations hereunder, Lessee hereby (i) grants to Lessor a first and prior security interest in any and all right, title and interest of Lessee in the Equipment and in all additions, attachments, accessions, and substitutions thereto, and on any proceeds therefrom; (ii) agrees that this Lease may be filed as a financing statement evidencing such security interest; and (iii) agrees to execute and deliver all financing statements, certificates of title and other instruments necessary or appropriate to evidence such security interest.

8. USE; REPAIRS. Lessee will use the Equipment in a careful manner for the use contemplated by the manufacturer of the Equipment and shall comply with all laws, ordinances, insurance policies, the Contract, any licensing or other agreement, and regulations relating to, and will pay all costs, claims, damages, fees and charges arising out of the possession, use or maintenance of the Equipment. Lessee, at its expense will keep the Equipment in good repair and furnish and/or install all parts, mechanisms, updates, upgrades and devices required therefor.

9. ALTERATIONS. Lessee will not make any alterations, additions or improvements to the Equipment without Lessor's prior written consent unless such alterations, additions or improvements may be readily removed without damage to the Equipment.

10. LOCATION; INSPECTION. The Equipment will not be removed from, [or if the Equipment consists of rolling stock, its permanent base will not be changed from] the Equipment Location without Lessor's prior written consent which will not be unreasonably withheld. Lessor will be entitled to enter upon the Equipment Location or elsewhere during reasonable business hours to inspect the Equipment or observe its use and operation.

11. LIENS AND TAXES. Lessee shall keep the Equipment free and clear of all levies, liens and encumbrances except those created under this Lease. Lessee shall pay, when due, all charges and taxes (local, state and federal) which may now or hereafter be imposed upon the ownership, licensing, leasing, rental, sale, purchase, possession or use of the Equipment, excluding however, all taxes on or measured by Lessor's income. If Lessee fails to pay said charges and taxes when due, Lessor shall have the right, but shall not be obligated, to pay said charges and taxes. If Lessor pays any charges or taxes, Lessee shall reimburse Lessor therefor within ten days of written demand.

12. RISK OF LOSS; DAMAGE; DESTRUCTION. Lessee assumes all risk of loss or damage to the Equipment from any cause whatsoever, and no such loss of or damage to the Equipment nor defect therein nor unfitness or obsolescence thereof shall relieve Lessee of the obligation to make Lease Payments or to perform any other obligation under this Lease. In the event of damage to any item of Equipment, Lessee will immediately place the same in good repair with the proceeds of any insurance recovery applied to the cost of such repair. If Lessor determines that any item of Equipment is lost, stolen, destroyed or damaged beyond repair (an "Event of Loss"), Lessee at the option of Lessor will: either (a) replace the same with like equipment in good repair; or (b) on the next Lease Payment date, pay Lessor the sum of: (i) all amounts then owed by Lessee to Lessor under this Lease, including the Lease payment due on such date; and (ii) an amount equal to all remaining Lease Payments to be paid during the Lease Term as set forth in Schedule B.

In the event that Lessee is obligated to make such payment with respect to less than all of the Equipment, Lessor will provide Lessee with the pro rata amount of the Lease Payment and the Balance Payment (as set forth in Schedule B) to be made by Lessee with respect to that part of the Equipment which has suffered the Event of Loss.

13. INSURANCE. Lessee will, at its expense, maintain at all times during the Lease Term, fire and extended coverage, public liability and property damage insurance with respect to the Equipment in such amounts,

covering such risks, and with such insurers as shall be satisfactory to Lessor, or, with Lessor's prior written consent, Lessee may self-insure against any or all such risks. All insurance covering loss of or damage to the Equipment shall be carried in an amount no less than the amount of the then applicable Balance Payment with respect to such Equipment. The initial amount of insurance required is set forth in Schedule B. Each insurance policy will name Lessee as an insured and Lessor or its Assigns as an additional insured, and will contain a clause requiring the insurer to give Lessor at least thirty (30) days prior written notice of any alteration in the terms of such policy or the cancellation thereof. The proceeds of any such policies will be payable to Lessee and Lessor or its Assigns as their interests may appear. Upon acceptance of the Equipment and upon each insurance renewal date, Lessee will deliver to Lessor a certificate evidencing such insurance. In the event that Lessee has been permitted to self-insure, Lessee will furnish Lessor with a letter or certificate to such effect. In the event of any loss, damage, injury or accident involving the Equipment, Lessee will promptly provide Lessor with written notice thereof and make available to Lessor all information and documentation relating thereto.

~~14. INDEMNIFICATION. Lessor shall, to the extent permitted by law, indemnify Lessor against and hold Lessor harmless from, any and all claims, actions, proceedings, expenses, damages or liabilities, including attorneys' fees and court costs, arising in connection with the Equipment, including, but not limited to, its selection, purchase, delivery, licensing, possession, use, operation, rejection, or return and the recovery of claims under insurance policies thereon.~~

15. ASSIGNMENT. Without Lessor's prior written consent, Lessee will not either (i) assign, transfer, pledge, hypothecate, grant any security interest in or otherwise dispose of this Lease or the Equipment or any interest in this Lease or the Equipment or; (ii) sublet or lend the Equipment or permit it to be used by anyone other than Lessee or Lessee's employees. Lessor may assign its rights, title and interest in and to this Lease, the Equipment and any documents executed with respect to this Lease and/or grant or assign a security interest in this Lease and the Equipment, in whole or in part. Any such assignees shall have all of the rights of Lessor under this Lease. Subject to the foregoing, this Lease inures to the benefit of and is binding upon the heirs, executors, administrators, successors and assigns of the parties hereto.

Lessee covenants and agrees not to assert against the Assignee any claims or defenses by way of abatement, setoff, counterclaim, recoupment or the like which Lessee may have against Lessor. No assignment or reassignment of any Lessor's right, title or interest in this Lease or the Equipment shall be effective unless and until Lessee shall have received a notice of assignment, disclosing the name and address of each such assignee; provided, however, that if such assignment is made to a bank or trust company as paying or escrow agent for holders of certificates of participation in the Lease, it shall thereafter be sufficient that a copy of the agency agreement shall have been deposited with Lessee until Lessee shall have been advised that such agency agreement is no longer in effect. During the Lease Term Lessee shall keep a complete and accurate record of all such assignments in form necessary to comply with Section 149(a) of the Code, and the regulations, proposed or existing, from time to time promulgated thereunder. No further action will be required by Lessor or by Lessee to evidence the assignment, but Lessee will acknowledge such assignments in writing if so requested.

After notice of such assignment, Lessee shall name the Assignee as additional insured and loss payee in any insurance policies obtained or in force. Any Assignee of Lessor may reassign this Lease and its interest in the Equipment and the Lease Payments to any other person who, thereupon, shall be deemed to be Lessor's Assignee hereunder.

16. EVENT OF DEFAULT. The term "Event of Default", as used herein, means the occurrence of any one or more of the following events: (i) Lessee fails to make any Lease Payment (or any other payment) as it becomes due in accordance with the terms of the Lease when funds have been appropriated sufficient for such purpose, and any such failure continues for ten (10) days after the due date thereof; (ii) Lessee fails to perform or observe any other covenant, condition, or agreement to be performed or observed by it hereunder and such failure is not cured within twenty (20) days after written notice thereof by Lessor; (iii) the discovery by Lessor that any statement, representation, or warranty made by Lessee in this Lease or in writing delivered by Lessee pursuant hereto or in connection herewith is false, misleading or erroneous in any material respect; (iv) proceedings under any bankruptcy, insolvency, reorganization or similar legislation shall be instituted against or by Lessee, or a receiver or similar officer shall be appointed for Lessee or any of its property, and such proceedings or appointments shall not be vacated, or fully stayed, within twenty (20) days after the institution or occurrence thereof; or (v) an attachment, levy or execution is threatened or levied upon or against the Equipment.

17. REMEDIES. Upon the occurrence of an Event of Default, and as long as such Event of Default is continuing, Lessor may, at its option, exercise any one or more of the following remedies: (i) by written notice to Lessee, declare all amounts then due under the Lease, and all remaining Lease Payments due during the fiscal period in effect when the default occurs to be immediately due and payable, whereupon the same shall become immediately due and payable; (ii) by written notice to Lessee, request Lessee to (and Lessee agrees that it will), at Lessee's expense, promptly discontinue use of the Equipment, remove the Equipment from all of Lessee's computers and electronic devices, return the Equipment to Lessor in the manner set forth in Section 5 hereof, or Lessor, at its option, may enter upon the premises where the Equipment is located and take immediate possession of and remove the same; (iii) sell or lease the Equipment or sublease it for the account of Lessee, holding Lessee liable for all Lease Payments and other amounts due prior to the effective date of such selling, leasing or subleasing and for the difference between the purchase price, rental and other amounts paid by the purchaser, Lessee or sublessee pursuant to such sale, lease or sublease and the amounts payable by Lessee hereunder; (iv) promptly return the Equipment to Lessor in the manner set forth in Section 5 hereof; and (v) exercise any other right, remedy or privilege which may be available to it under applicable laws of the state of the Equipment Location or any other applicable law or proceed by appropriate court action to enforce the terms of the Lease or to recover damages for the breach of this Lease or to rescind this Lease as to any or all of the Equipment. In addition, Lessee will remain liable for all covenants and indemnities under this Lease and for all legal fees and other costs and expenses, including court costs, incurred by Lessor with respect to the enforcement of any of the remedies listed above or any other remedy available to Lessor.

18. PURCHASE OPTION. Upon thirty (30) days prior written notice from Lessee to Lessor, and provided that no Event of Default has occurred and is continuing, or no event, which with notice or lapse of time, or both could become an Event of Default, then exists, Lessee will have the right to purchase the Equipment on the Lease Payment dates set forth in Schedule B by paying to Lessor, on such date, the Lease Payment then due together with the Balance Payment amount set forth opposite such date. Upon satisfaction by Lessee of such purchase conditions, Lessor will transfer any and all of its right, title and interest in the Equipment to Lessee as is, without warranty, express or implied, except that the Equipment is free and clear of any liens created by Lessor.

19. NOTICES. All notices to be given under this Lease shall be made in writing and mailed by certified mail, return receipt requested, to the other party at its address set forth herein or at such address as the party may provide in writing from time to time. Any such notice shall be deemed to have been received five days subsequent to such mailing.

20. SECTION HEADINGS. All section headings contained herein are for the convenience of reference only and are not intended to define or limit the scope of any provision of this Lease.

21. GOVERNING LAW. This Lease shall be construed in accordance with, and governed by the laws of, the state of the Equipment Location.

22. DELIVERY OF RELATED DOCUMENTS. Lessee will execute or provide, as requested by Lessor, such other documents and information as are reasonably necessary with respect to the transaction contemplated by this Lease.

23. ENTIRE AGREEMENT; WAIVER. This Lease, together with Schedule A Equipment Lease-Purchase Agreement, Schedule B, Evidence of Insurance, Statement of Essential Use/Source of Funds, Certificate of Incumbency, Certified Lessee Resolution (if any), Bank Qualified Statement, Information Return for Tax-Exempt Governmental Obligations and the Delivery and Acceptance Certificate and other attachments hereto, and other documents or instruments executed by Lessee and Lessor in connection herewith, constitutes the entire agreement between the parties with respect to the Lease of the Equipment, and this Lease shall not be modified, amended, altered, or changed except with the written consent of Lessee and Lessor. Any provision of the Lease found to be prohibited by law shall be ineffective to the extent of such prohibition without invalidating the remainder of the Lease.

The waiver by Lessor of any breach by Lessee of any term, covenant or condition hereof shall not operate as a waiver of any subsequent breach thereof.

24. EXECUTION IN COUNTERPARTS. This Lease may be executed in several counterparts, each of which shall be deemed an original and all of which shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the ____ day of November 2017.

LESSEE:

City of Columbia

By: *[Signature]*

Title: City Manager

LESSOR:

MOTOROLA SOLUTIONS, INC.

By: _____

Title: Assistant Treasurer

CERTIFICATE OF INCUMBENCY

I, Ms. Erika Moore do hereby certify that I am the duly elected or
(Printed Name of Secretary/Clerk)

appointed and acting Secretary or Clerk of the City of Columbia, an entity duly organized and existing under the laws of the State of South Carolina that I have custody of the records of such entity, and that, as of the date hereof, the individual(s) executing this agreement is/are the duly elected or appointed officer(s) of such entity holding the office(s) below his/her/their respective name(s). I further certify that (i) the signature(s) set forth above his/her/their respective name(s) and title(s) is/are his/her/their true and authentic signature(s) and (ii) such officer(s) have the authority on behalf of such entity to enter into that certain Equipment Lease Purchase Agreement number 24188, between City of Columbia and Motorola Solutions, Inc. If the initial insurance requirement on Schedule B exceeds \$1,000,000, attached as part of the Equipment Lease Purchase Agreement is a Certified Lessee Resolution adopted by the governing body of the entity.

IN WITNESS WHEREOF, I have executed this certificate and affixed the seal of City of Columbia, hereto this
21st day of November 2017.

By: *[Signature]*

(Signature of Secretary/Clerk)

SEAL

OPINION OF COUNSEL

With respect to that certain Equipment Lease-Purchase Agreement 24188 by and between Motorola Solutions, Inc. and the Lessee, I am of the opinion that: (i) the Lessee is, within the meaning of Section 103 of the Internal Revenue Code of 1986, a state or a fully constituted political subdivision or agency of the State of the Equipment Location described in Schedule A hereto; (ii) the execution, delivery and performance by the Lessee of the Lease have been duly authorized by all necessary action on the part of the Lessee; (iii) the Lease constitutes a legal, valid and binding obligation of the Lessee enforceable in accordance with its terms; and (iv) Lessee has sufficient monies available to make all payments required to be paid under the Lease during the current fiscal year of the Lease, and such monies have been properly budgeted and appropriated for this purpose in accordance with State law. This opinion may be relied upon by the Lessor and any assignee of the Lessor's rights under the Lease.

[Signature]
Attorney for City of Columbia

APPROPRIATE FORM
[Signature]
Legal
City of Columbia, SC

SCHEDULE A EQUIPMENT LEASE-PURCHASE AGREEMENT

Schedule A 24188
Lease Number:

This Equipment Schedule is hereby attached to and made a part of that certain Equipment Lease-Purchase Agreement Number 24188 ("Lease"), between Lessor and Lessee.

Lessor hereby leases to Lessee under and pursuant to the Lease, and Lessee hereby accepts and leases from Lessor under and pursuant to the Lease, subject to and upon the terms and conditions set forth in the Lease and upon the terms set forth below, the following items of Equipment

QUANTITY	DESCRIPTION (Manufacturer, Model, and Serial Nos.)
	Refer to attached Equipment List.
Equipment Location:	

Initial Term: 60 Months

Commencement Date: October 1, 2017

First Payment Due Date: October 1, 2018

5 annual payments as outlined in the attached Schedule B, plus Sales/Use Tax of \$0.00, payable on the Lease Payment Dates set forth in Schedule B.

Attachment: Motorola agreement (6334 : Lease Purchase Agreement for Motorola Radios)

City of Columbia (Schedule B)

Compound Period: Annual

Nominal Annual Rate: 3.070%

CASH FLOW DATA

Event	Date	Amount	Number	Period	End Date
1 Loan	10/1/2017	\$ 1,495,041.00	1		
2 Payment	10/1/2018	\$ 327,101.78	5	Annual	10/1/2022

AMORTIZATION SCHEDULE - Normal Amortization, 360 Day Year

Date	Payment	Interest	Principal	Balance
Loan 10/1/2017				\$ 1,495,041.00
1 10/1/2018	\$ 327,101.78	\$ 45,897.76	\$ 281,204.02	\$ 1,213,836.98
2 10/1/2019	\$ 327,101.78	\$ 37,264.80	\$ 289,836.98	\$ 924,000.00
3 10/1/2020	\$ 327,101.78	\$ 28,366.80	\$ 298,734.98	\$ 625,265.02
4 10/1/2021	\$ 327,101.78	\$ 19,195.64	\$ 307,906.14	\$ 317,358.88
5 10/1/2022	\$ 327,101.78	\$ 9,742.90	\$ 317,358.88	\$ -
Grand Totals	\$ 1,635,508.90	\$ 140,467.90	\$ 1,495,041.00	

INITIAL INSURANCE REQUIREMENT: \$1,495,041.00

Except as specifically provided in Section five of the Lease hercof, Lessee agrees to pay to Lessor or its assignee the Lease Payments, including the interest portion, in the amounts and dates specified in the above payment schedule.

Attachment: Motorola agreement (6334 : Lease Purchase Agreement for Motorola Radios)

EVIDENCE OF INSURANCE

Fire, extended coverage, public liability and property damage insurance for all of the Equipment listed on Schedule A number 24188 to that Equipment Lease Purchase Agreement number 24188 will be maintained by the City of Columbia as stated in the Equipment Lease Purchase Agreement.

This insurance is provided by:

Name of insurance provider

Address of insurance provider

City, State and Zip Code

Phone number of local insurance provider

E-mail address

In accordance with the Equipment Lease Purchase Agreement Number 24188, City of Columbia, hereby certifies that following coverage are or will be in full force and effect:

Type	Amount	Effective Date	Expiration Date	Policy Number
Fire and Extended Coverage	_____	_____	_____	_____
Property Damage	_____	_____	_____	_____
Public Liability	_____	_____	_____	_____

Certificate shall include the following:

Description: All Equipment listed on Schedule A number 24188 to that Equipment Lease Purchase Agreement number 24188. Please include equipment cost equal to the Initial Insurance Requirement on Schedule B to Equipment Lease Purchase Agreement number 24188 and list any deductibles.

Certificate Holder:

MOTOROLA SOLUTIONS, INC. and or its assignee as additional insured and loss payee
1303 E. Algonquin Road
Schaumburg, IL 60196

If self insured, contact Motorola representative for template of self insurance letter.

Attachment: Motorola agreement (6334 : Lease Purchase Agreement for Motorola Radios)

STATEMENT OF ESSENTIAL USE/SOURCE OF FUNDS

To further understand the essential governmental use intended for the equipment together with an understanding of the sources from which payments will be made, please address the following questions by completing this form or by sending a separate letter:

1. What is the specific use of the equipment?
2. Why is the equipment essential to the operation of **City of Columbia**?
3. Does the equipment replace existing equipment?
If so, why is the replacement being made?
4. Is there a specific cost justification for the new equipment?
If yes, please attach outline of justification.
5. What is the expected source of funds for the payments due under the Lease for the current fiscal year and future fiscal years?

Attachment: Motorola agreement (6334 : Lease Purchase Agreement for Motorola Radios)

**EQUIPMENT LEASE PURCHASE AGREEMENT DELIVERY
AND ACCEPTANCE CERTIFICATE**

The undersigned Lessee hereby acknowledges receipt of the Equipment described below ("Equipment") and Lessee hereby accepts the Equipment after full inspection thereof as satisfactory for all purposes of lease Schedule A to the Equipment Lease Purchase Agreement executed by Lessee and Lessor.

Equipment Lease Purchase Agreement No.: 24188

Lease Schedule A No.: 24188

EQUIPMENT INFORMATION

QUANTITY	MODEL NUMBER	EQUIPMENT DESCRIPTION
		Equipment referenced in lease Schedule A/ 24188. See Schedule A for a detailed Equipment List.

LESSOR:

City of Columbia

By: _____

Date: _____

LESSEE CERTIFIES THAT IT HAS NOT DESIGNATED THIS LEASE AS A QUALIFIED TAX-EXEMPT OBLIGATION IN ACCORDANCE WITH SECTION 265(b)(3) OF THE CODE AND IF THE LESSEE HAS DESIGNATED THIS LEASE AS A QUALIFIED TAX-EXEMPT OBLIGATION, IT HAS NOT DESIGNATED MORE THAN \$10,000,000 OF ITS OBLIGATIONS AS QUALIFIED TAX-EXEMPT OBLIGATIONS IN ACCORDANCE WITH SUCH SECTION FOR THE CURRENT CALENDAR YEAR AND THAT IT REASONABLY ANTICIPATES THAT THE TOTAL AMOUNT OF TAX-EXEMPT OBLIGATIONS TO BE ISSUED BY LESSEE DURING THE CURRENT CALENDAR YEAR WILL NOT EXCEED \$10,000,000.

Bank Qualified Statement

Attachment: Motorola agreement (6334 : Lease Purchase Agreement for Motorola Radios)

CERTIFIED LESSEE RESOLUTION

At a duly called meeting of the Governing Body of the Lessee (as defined in the Lease #24188) held on or before September _____, 2017, the following resolution was introduced and adopted.

BE IT RESOLVED by the Governing Board of Lessee as follows:

1. **Determination of Need.** The Governing Body of Lessee has determined that a true and very real need exists for the acquisition of the Equipment or other personal property described in the Lease between City of Columbia (Lessee) and Motorola Solutions, Inc. (Lessor).
2. **Approval and Authorization.** The Governing body of Lessee has determined that the Lease, substantially in the form presented to this meeting, is in the best interests of the Lessee for the acquisition of such Equipment or other personal property, and the Governing Board hereby approves the entering into of the Lease by the Lessee and hereby designates and authorizes the following person(s) referenced in the Lease to execute and deliver the Lease on Lessee's behalf with such changes thereto as such person deems appropriate, and any related documents, including any escrow agreement, necessary to the consummation of the transactions contemplated by the Lease.
3. **Adoption of Resolution.** The signatures in the Lease from the designated individuals for the Governing Body of the Lessee evidence the adoption by the Governing Body of this Resolution.

Attachment: Motorola agreement (6334 : Lease Purchase Agreement for Motorola Radios)

Contract

City of Columbia, South Carolina

WM4499

New 2" Water Main Upgrades for Chimney Ridge Subdivision

MPP Protégé Only

Bid005-20-21-LB

This Contract is made by and between City of Columbia, South Carolina, hereinafter called Owner, and Smoak Construction, LLC with legal address and principal place of business at 989 Holy Trinity Church Road, Little Mountain, South Carolina 29075, hereinafter called Contractor. Owner and Contractor in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE 1. WORK.

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

ARTICLE 2. ENGINEER.

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

ARTICLE 3. CONTRACT TIME.

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

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

ARTICLE 4. CONTRACT PRICE.

4.1 Owner will pay Contractor for performance of the Work in accordance with the Contract Documents in current funds at the contract price agreed upon in the Contractor's Bid Form attached to this Contract which establishes the contract price as Seventy-Six Thousand and One Hundred Twenty Dollars and Zero Cents (\$76,120.00).

ARTICLE 5. APPLICATIONS FOR PAYMENT

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

ARTICLE 6. PROGRESS AND FINAL PAYMENTS

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

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

ARTICLE 7. LIQUIDATED DAMAGES

7.1 Owner and Contractor recognize that time is of the essence of this Contract and that Owner will suffer financial loss if the Work is not completed within the Contract Time (and specific milestones) specified in Article 3 above, plus any extensions thereof allowed. They also recognize the delays, expense and difficulties involved in proving, in a legal proceeding, the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay Owner **Two Hundred and Fifty Dollars and Zero Cents (\$250.00)** per day for each calendar day of delay until the Work is complete.

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

ARTICLE 8. ASSURANCE

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

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

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

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

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

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

ARTICLE 9. CONTRACT DOCUMENTS.

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

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

9.2.1 Invitation For Bid.

9.2.2 Instructions To Bidders.

9.2.3 Bid Form.

9.2.4 This Contract.

9.2.5 Performance and Payment Bond.

9.2.6 Part 15 "General Specifications", Part 16 "Specifications for Water Distribution System, Materials, and Construction", Part 18 "Specifications for Roadway Improvements, Materials and Construction", Part 20 "Specifications for Sodding, Fertilizing and Seeding" all of the City of Columbia's Engineering Regulations, the Mentor Protégé Program (MPP) Policy and the MPP Implementation Plan.

9.2.7 Special Provisions.

9.2.8 Location Map.

9.2.9 Drawings, numbered 1 through 6, inclusive and dated 2/15/2020.

9.2.10 Addendum number 1.

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

ARTICLE 10. TERMINATION

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

under this clause. In no event shall the Contractor be entitled to assert a claim in quantum meruit or any other measure of damages other than that stated herein.

ARTICLE 11. MISCELLANEOUS

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

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

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

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

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

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

Contractor

BY

(CORPORATE SEAL)

Attest

Address for giving notices:

Date: _____

Owner

City of Columbia, SC

BY

Teresa Wilson, City Manager

Attest

Address for giving notices:

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

Date: _____

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

APPROVED AS TO FORM


 Legal Department City of Columbia, SC

Attachment: Contract approved by Legal (6320 : WM4499 New 2" Water Main Upgrades for Chimney Ridge Subdivision)



CITY OF COLUMBIA
INTER-OFFICE MEMORANDUM

TO: Juliet Nelly, Compliance Administrator
FROM: LaTrelle Bowdry, Bid Coordinator
Department of Procurement and Contracts
DATE: October 13, 2020

SUBJECT: BID#005-20-21-LB New 2" Water Main Upgrades for Chimney Ridge Subdivision (WM4499)

Bids for this project were opened publicly at 9:30 a.m., September 9th, 2020 via teleconference.

The bids submitted for this project were in participation with the **Mentor Protégé Program**. The apparent *responsive* low bidder is Smoak Construction, of Little Mountain, SC at \$76,120.00.

Please verify the percentages listed on the Business Information Record and check for consistency to the noted dollar amount. Upon completing your review, please sign below indicating that a compliance review has been made and return to me.

If a compliance review was not required, please make that notation, sign and return memo back to me.

Thank You.

Juliet M. Nelly

Juliet Nelly, Compliance Administrator

Date: 10/16/2020

Attachment: Bid 005-20-21-LB Compliance Memo (6320 : WM4499 New 2" Water Main Upgrades for Chimney Ridge Subdivision)

Business Information Record for Subconsultants/Subcontractors

WM 4499 Bid 005-20-21-LB 2" Water Main Upgrades for Chimney Ridge S/D

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 #	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)
Fortline Waterworks 120 N. Shorecrest Rd Columbia SC 29209		Pipe & fittings	\$12,082.00	16%		
Argos 9606 Mill Field Rd Columbia SC 29223		Concrete/ Flow fill	\$3,000.00	4%		
Sloan Construction 645 Rosewood Dr Columbia SC 29201		Asphalt	\$1,500.00	2%		
				%		
				%		
				%		

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: \$16,582.00 _____

TOTAL CONTRACT AMOUNT: \$ 76,120.00 _____

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

Business Name: Smoak Construction LLC

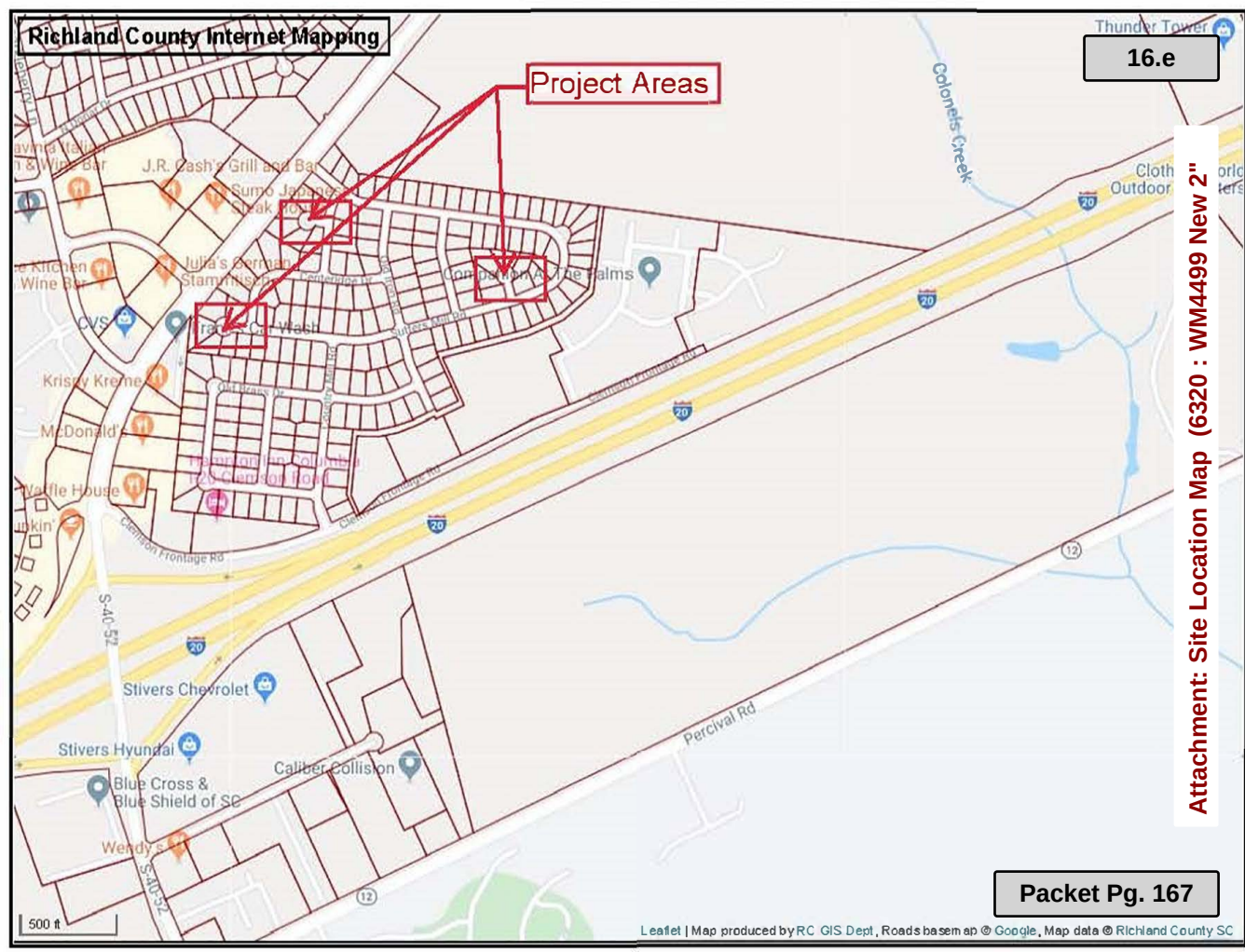
Representative Name/Title: Ron Smoak Ron Smoak, Owner _____

Date: 9-24-20 _____

Attachment: Smoak Construction BIR form (6320 : WM4499 New 2" Water Main Upgrades for Chimney Ridge Subdivision)

Project Areas

Attachment: Site Location Map (6320 : WM4499 New 2"



Event Number	BID005-20-21-LB	Organization	City of Columbia, SC
Event Title	New 2" Water Main Upgrades for Chimney	Workgroup	Purchasing
Event Description	There will be a non-mandatory Pre-Bid Conf	Event Owner	LaTrelle Bowdry
Event Type	IFBs	Email	vasthi.bowdry@columbiasc.gov
Issue Date	9/4/2020 01:33:35 PM (ET)	Phone	
Close Date	9/24/2020 09:30:00 AM (ET)	Fax	

Responding Supplier	City	State	Response Submitted	Lines Responded	Response Total
Smoak Construction	Little Mountain	SC	9/23/2020 06:37:00 PM (ET)	1	\$76,120.00
LG Utility Contractors	Lugoff	SC	9/24/2020 09:17:05 AM (ET)	1	\$87,174.00
HammerHead Utilites, LLC	Columbia	SC	9/23/2020 05:09:36 PM (ET)	1	\$97,245.00
Southern Roots Landscape Man	marietta	GA	9/24/2020 08:40:58 AM (ET)	1	\$235,311.00

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



CITY OF COLUMBIA

Office of Business Opportunities Compliance
1401 Main Street 4th Floor | Columbia, South Carolina 29201
Phone: 803-545-4185

MENTOR PROTÉGÉ PROGRAM Implementation Plan - Protégé Project

Project Type: Protégé Only or Protégé Led (Circle One)

Date: 9-24-20 Protégé Amount: \$76,120.⁰⁰
Project Name: Chimney Ridge 2" WM Protégé % of Total Contract: 100%
Project #: WM4499 Mentor Amount (If Applicable): -0-
Protégé (Prime): Smoak Construction LLC Mentor % of Total Contract (If Applicable): -0-
Mentor: BH Smith Const. Inc. Duration of the Project: 90 days
Total Project Contract Amount: 76,120.⁰⁰

Statement of Commitment: For Protégé-Led Projects, the Mentor-Protégé Team will work together with the Protégé receiving a minimum of 51% of the contract. The Protégé is committed to providing an adequate amount of resources and effort to execute the plan below.

A completed Business Information Records (BIR) form is required, and will be reviewed along with this Implementation Plan. **The information recorded in the BIR must be consistent with the Implementation Plan.**

1. What skills has the Protégé learned from their Mentor that will be utilized on this project?

How to bid on a job. How to put prices together for the bid. How to work within timeframes for submitting our bid.

2. How does the work performed in this project relate to the goals identified in your MPP Team Agreement and Business Plan?

If we win this bid we are moving closer to our goal of being a Mentor Contractor.

3. Please include any subcontractors that will be utilized.

None



We Are Columbia

CITY OF COLUMBIA

Office of Business Opportunities Compliance
 1401 Main Street 4th Floor | Columbia, South Carolina 29201
 Phone: 803-545-4185

4. What is the anticipated duration (in months) of each major phase of the project?

1 month

5. What service will the Mentor be providing on this project? (if applicable)

None

6. List bonding capacity and insurance coverage, etc. (if applicable)

\$ 400,000

7. Do you currently have your WL or WP License (if applicable)?

we have a WL2 our license number is G113895

8. Other Comments.



CITY OF COLUMBIA

Office of Business Opportunities Compliance
1401 Main Street 4th Floor | Columbia, South Carolina 29201
Phone: 803-545-4185

IMPLEMENTATION PLAN SIGNATURE SHEET

MPP participants acknowledge that any change orders/contract amendments to this project will require a completed Implementation Plan Addendum for each change order/contract amendment made to the project.

IN WITNESS WHEREOF, the parties hereto have caused these present to be executed by their proper officials thereunto duly authorized as of the dates below indicated:

EXECUTED by Smoak Construction (Protégé Firm) this 23 day of Sept. 2020.
Corporate SEAL

By: Carol Smoak
Title: Owner
Firm Name: Smoak Construction

ATTEST: Ron Smith
By: Ron Smith
Title: Manager

If Applicable:
EXECUTED by GHSmitu Const. Inc. (Mentor Firm) this 23rd day of Sept 2020.
Corporate SEAL

By: SHH
Title: President
Firm Name: GHSmitu Construction, Inc.

ATTEST: Marina McLane
By: Marina McLane
Title: Assist. Sec.

RECOMMENDED FOR APPROVAL:

EXECUTED by the Office of Business Opportunities - Compliance on this 16 day of October 2020.

By: Juliet M. Nolley

Title: Program Compliance Administrator

Contract Amendment #4

SS7331 Upper Kinley Creek Sewer Improvements
 ENGRFQ003B-13-14
 Thomas & Hutton Corporation

September 15, 2020

Description of Change: Request change in Agreement for Engineering Services between the City of Columbia (City) and Thomas & Hutton Corporation (Engineer) dated March 15, 2016 (Agreement) to increase funding to complete the project.

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

Proposed Change and Basis for Payment:

Original Contract Price (P157616):	\$556,800.00
Amendment #1 (No Cost, Time Extension 9/30/2017 – 9/30/2018):	\$0.00
Amendment #2 (No Cost, Time Extension 9/30/2018 – 9/30/2020):	\$0.00
Amendment #3 (No Cost, Time Extension 10/1/2020 – 9/30/2022; P157616):	\$00.00
Current Contract Total:	\$556,800.00
This Change Amendment #4 (Cost Increase P157616):	\$176,300.00
Revised Contract Price:	\$733,100.00

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

Thomas and Hutton

 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

10/12/20

COST CHANGE AMENDMENT DETAILS

PROJECT NAME: Upper Kinley Creek Sewer Phase 1
CIP NUMBER: SS7331

Contract Amendment #4

I. SCOPE ADDITION/DELETION

The following changes in scope are required to address the addition of approximately 1,200 linear feet of 24-inch gravity sewer to replace the existing gravity sewer from 25150MH to 25145MH at the downstream end of the current project limits. This amendment also includes the effort associated with revising the proposed pipe size within the current project limits from 30-inch diameter pipe (as previously proposed and sized) to 24-inches diameter pipe (as currently proposed based on updated model information).

Task 100 – Evaluation and Design Phase Administration

The current project scope will be revised to include General Project Administration, Coordination Meetings, Project Management & Coordination with the City, and Mentor-Protégé compliance for the additional 1,200 linear feet of gravity sewer and pipe resizing efforts as defined above.

Task 200 - Preliminary Planning, Investigation, Engineering and Alternative Analysis

The current project scope will be revised to include Data Collection, Field Reconnaissance, Alternative Analysis, Route Selection, and Preliminary Coordination for the additional 1,200 linear feet of gravity sewer and pipe resizing efforts as defined above. This task will include an addition/update to the previously completed PER and not a separate PER. The updated PER shall include alternate analysis and route selection for the additional portion of the project (to include conceptual plan and profile sheets) as well as discussion of any considerations to be made regarding the resized pipe in the original portion of the project (based on data from the City of Columbia's recent hydraulic model recalibration). Draft and Final PER coordination meetings with City staff shall be included as well.

Task 300 - Survey and Utility Mapping

The current project scope will be revised to include field survey, property research, easements exhibits, and utility mapping for the additional 1,200 linear feet of gravity sewer as defined above. The Consultant shall prepare up to ten (10) additional easement exhibits within this scope of work.

Task 400 - Geotechnical Investigation

CONSULTANT will provide subsurface soil conditions along the additional 1,200 linear feet of gravity sewer. Three (3) borings to a depth of 15 feet each (or auger refusal, if shallower) will be taken along the project route. Information obtained from the borings will be used to design pipe bedding details, evaluate soils for potential dewatering requirements, the capability of soils to be effectively dewatered, estimate rock excavation, and estimate the amount of additional suitable backfill material needed (if any) for the project.

Task 500 - Final Design

The current project scope will be revised to include Coordination, Plans and Specifications, Opinion of Probable Construction Cost, Construction Schedule, and Design Reviews for the additional 1,200 linear feet of gravity sewer and pipe resizing efforts as defined above.

As the original project scope is currently beyond the 90% design stage awaiting the completion of easement acquisition efforts, design reviews for the additional and revised portions of the project shall be as follows:

- Draft 90% design submittal, to include plan and profile sheets for the additional 1,200 linear feet of gravity sewer, updates to the original documents (plans and specifications) based on the revised pipe size, and an updated Opinion of Probable Construction Cost for the entire project scope.
- Final 95% design submittal, to address City comments received during the 90% design review meeting. The 95% design submittal shall be used to obtain permits as described in Task 600.

Task 600 - Permits and Property

No changes are required to the original scope of work, including Property Assistance, Permit Acquisition, and Permit Application Fees.

Task 700 - Bidding and Award

No changes are required to the original scope of work, including Bidding Assistance and Award Recommendation.

Task 800 - Engineering Services During Construction

The scope has been modified to include additional construction of approximately 1,200 linear feet of 24-inch gravity sewer to replace the existing gravity sewer. The engineering services will follow the original contract scope language.

Due to the increased project length, Periodic Construction Observation will be extended from nine (9) months by the Project Engineer and eight (8) months by the Field Representative to twelve (12) months by the Project Engineer and ten (10) months by the Field Representative. Weekly on-site observation time will remain unchanged at eight (8) hours per week for the Project Engineer and twenty (20) hours per week for the Field Representative. The overall construction period for the project (to final completion) has been extended from nine months to twelve months.

Task 1000 Project Closeout

No changes are required to the original scope of work, including Record Drawings and Final Notice of Acceptability of the Work.

II. COMPENSATION

The following changes to the original SS7331 contract are requested for this amendment:

- Task 100: \$11,600.00
- Task 200: \$15,000.00
- Task 300: \$12,500.00
- Task 400: \$8,200.00
- Task 500: \$53,000.00
- Task 800: \$76,000.00

The new contract values based on the above recommended changes are presented below:

Task Number	Task Title	Original Contract	Previous Amendments	Current Amendment	New Contract Value
Task 100	Evaluation & Design Phase Admin	\$42,450.00	\$0	\$11,600.00	\$54,050.00 (LS)
Task 200	Prelim Planning, Investigation, Engineering, & Alternative Analysis	\$55,050.00	\$0	\$15,000.00	\$70,050.00 (LS)
Task 300	Survey & Utility Mapping	\$28,200.00	\$0	\$12,500.00	\$40,700.00 (LS)
Task 400	Geotechnical Investigation	\$25,075.00	\$0	\$8,200.00	\$33,275.00 (LS)
Task 500	Final Design	\$86,850.00	\$0	\$53,000.00	\$139,850.00 (LS)
Task 600	Permits & Property	\$42,600.00	\$0	\$0.00	\$42,600.00 (LS)
Task 650	Permit Fees	\$10,000.00	\$0	\$0.00	\$10,000.00 (NTE)
Task 700	Bidding & Award	\$15,925.00	\$0	\$0.00	\$15,925.00 (LS)

Task Number	Task Title	Original Contract	Previous Amendments	Current Amendment	New Contract Value
Task 800	Engineering Services During Construction	\$193,350.00	\$0	\$76,000.00	\$269,350.00 (LS)
Task 1000	Project Closeout	\$32,300.00	\$0	\$0.00	\$32,300.00 (LS)
Task 1100	Additional Services	\$25,000.00	\$0	\$0.00	\$25,000.00 (NTE)
Total Fee		\$556,800.00	\$0.00	\$176,300.00	\$733,100.00

III. SCHEDULE

The current contract expiration from Contract Amendment #3 is September 30, 2022. Based on the current project schedule, an additional time extension is not required.

IV. SUBCONSULTANT FIRM INFORMATION

The original contract included Grice Consulting Group as a Protégé Firm and Terracon Consulting Engineers and Redzone Robotics as sub-consultant firms. The original contract had a Protégé percentage of 20.0% and total combined Protégé/Sub-consultant fee of 26.6%. During the project, the Protégé was changed from Grice Consulting Group to OLH Inc.

The updated Protégé and sub-consultant percentages and amounts are listed in the table below for the original contract and each contract amendment, as well as the updated total. This amendment will increase the Protégé participation from the original contract from 20.0% to 20.7%.

	Total Contract Amount	Protégé Amount (OLH Inc.)	% of Contract Amount	Terracon Amount (Sub-consultant)	% of Contract Amount	Redzone Robotics Amount (Sub-consultant)	% of Contract Amount
Original Contract	\$556,800.00	\$111,500.00	20.03%	\$21,500.00	3.86%	\$15,000.00	2.69%
CA#1	\$0.00	\$0.00	0.00%	\$0.00	0.00%	\$0.00	0.00%
CA#2	\$0.00	\$0.00	0.00%	\$0.00	0.00%	\$0.00	0.00%
CA#3	\$0.00	\$0.00	0.00%	\$0.00	0.00%	\$0.00	0.00%
CA#4	\$176,300.00	\$40,160.00	22.78%	\$6,300.00	3.57%	\$0.00	0.00%
New Total Contract Amount	\$733,100.00	\$151,660.00	20.69%	\$27,800.00	3.79%	\$15,000.00	2.05%

OBO MPP Contract Amendment Implementation Plan Addendum

In Accordance with MPP Guidelines Change Orders/Amendments: If any change order/amendment are required on a MPP project the protégé must be notified prior to the request for approval and given the opportunity to provide services. In addition, the MPP minimum percentage must be maintained, where appropriate, throughout the duration of the project.

OBO Verification	Contract Amendment Amount	Mentor Amount	Mentor Percentage	Protégé Amount	Protégé Percentage	Subconsultants Amount	Subconsult Percentage
Original Contract:	\$ 556,800	\$ 408,800	73.42%	\$ 111,500	20.03%	\$ 36,500	6.55%
CA# 1:	\$ 0	\$ 0	0.00%	\$ 0	0.00%	\$ 0	0.00%
CA# 2:	\$ 0	\$ 0	0.00%	\$ 0	0.00%	\$ 0	0.00%
CA# 3:	\$ 0	\$ 0	0.00%	\$ 0	0.00%	\$ 0	0.00%
This CA: (Increase)	\$ 176,300	\$ 129,840	73.65%	\$ 40,160	22.78%	\$ 6,300	3.57%
Revised Contract:	\$ 733,100	\$ 538,640	73.47%	\$ 151,660	20.69%	\$ 42,800	5.84%

MPP Project #/Name: SS7331 Upper Kinley Creek Sewer Improvements Ph 1 **Contract Amendment #:** 04 (Ex: 01, 02)

Change Order/Amendment Amount: \$176,300

Amendment Justification: Provided Below; or Attach (*Justification must include a statement as to why the services could not be completed under the current timeframe or approved funding*) : ☐ Yes ☐ No

As part of the hydraulic model recalibration recently undertaken by the City, the extent of capacity upgrades in the Kinley Creek area of the City's sewer system were expanded. The consultant has already designed the original 4,300 LF project and is best suited to expand the boundaries of the project to include the additional 1,200 LF associated with this amendment. Pipe sizes and overall design are identical to the original project.

Change Order/Amendment Type:

1. ☐ **Time Extension – New End Date:** _____ (Please sign & return form if no cost)
2. ☐ **Change of Subcontractor:** _____ (Please provide reason below for the change, have Mentor and Protégé sign off & return form)

3. ☒ **Funding Increase – \$176,300** (Please continue on to questions 3 A & B below)

A. Will protégé be performing any work within this change order? ☒ Yes ☐ No (If no, skip to B)

- **Amount of Change Order/Amendment to be received by the protégé:** \$40,160
- **Please indicate the services the protégé will be providing for this change order/amendment (in box below):**

OLH will assist with permitting, bidding, and construction observation.

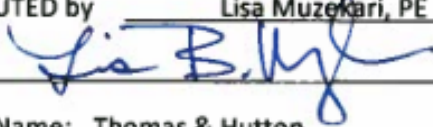
B. If Protégé will not be providing any services on this change order/amendment, please indicate why in the box below:

n/a

4. Revised scope of work

Addition of approximately 1,200 LF of 24-inch gravity sewer to replace the existing gravity sewer from manhole 25150MH to 25145MH at the downstream end of the current project limits. This amendment also includes effort associated with revising the proposed pipe size within the current project limits from 30-inch diameter pipe to 24-inch diameter pipe, based on updated model information.

By signing below, all parties agree to the information submitted in this document. Additionally, the protégé also agrees that they have received notification of the referenced change order/amendment for this project and were given the opportunity to provide services.

EXECUTED by Lisa Muzekari, PE (Mentor Firm) this 20th day of July 2020.
 By:  Title: Principal/Environmental Manager
 Firm Name: Thomas & Hutton

EXECUTED by Regina K. Bennett-Norris/OLH Inc. (Protégé Firm) this 20th day of July 2020.
 By:  Title: Director/CEO
 Firm Name: OLH, Inc.

OBO Statement for the change order/amendment:

OBO has reviewed the funding increase contract amendment. The original project contract amount was \$556,800.00. The original amount received by the protégé was \$111,500.00 or 20.03% of the original contract amount. The revised total contract amount is \$733,100.00, which includes the current and any previous change orders for this project. The protégé will receive \$151,660.00 or 20.69 % of the revised total contract amount.

RECOMMENDED FOR APPROVAL: EXECUTED by the Office of Business of Opportunities, Compliance on this 26 day of October, 2020.

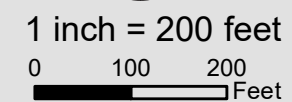
By:  Title: Program Compliance Specialist

* Per the MPP Guidelines: The Mentor will maintain the Protégé's 20% required minimum (or more) of the total contract cost, throughout the duration of the project.

*This information is only required if the amendment is greater than \$50,000, and the amendment must be approved by the City Council.



-  Sewer Manhole
-  Sewer Pump Station (Active, City)
-  Sewer Gravity Mains (Active, City)
-  Sewer Gravity Mains (≥ 15 ")

Prepared For: **Packet Pg. 179**

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AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement is being awarded under procurement method RFQ011-16-17-NMJ Category II Minor Wastewater Collection System 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 Weston & Sampson Engineers, Inc., (hereinafter referred to as the "Consultant"), to provide technical consulting support 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** – This Agreement shall expire, unless terminated earlier as provided herein, on June 30, 2023. 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*,

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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 Eight Hundred Twenty-One Thousand, Five Hundred Eighty Dollars and 00/100 (\$821,580.00).

 - B. The Consultant shall submit invoices no more frequently than monthly for services rendered during each phase of the Project. Each invoice submitted must describe the services for which payment is requested, show payment calculations and specify the person(s) rendering such service(s). Consultant must invoice monthly regardless of work being completed during that period. If no work is completed, a zero balance invoice should be submitted. **Each invoice must also clearly identify any portion of the fee invoiced for subcontracted services, including any such services that are specified in the Summary of Proposed Subconsultants shown on Exhibit D hereto.** Each invoice shall bear the signature of the Consultant, whose signature shall certify that the information contained in the invoice is true and accurate and that the invoice amount is currently due and owing. The City will not pay interest or penalty on any past due amount.

 - C. Invoicing Procedure

Failure of the Consultant to follow these invoice requirements will result in the

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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

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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

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contracting as it relates to meeting affirmative action objectives

F. Subcontracting Goals

Under this Agreement, the subcontracting goals are as follows:

SB Goals	<u>N/A</u>	%
MBE	<u>N/A</u>	%
WBE	<u>13.5</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 goal for this requirement is 20.1%.

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

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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, 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)

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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 with the exception of Workers Compensation and Professional Liability*.
- C. Indemnification for General Liability: To the fullest extent permitted by law and except with respect to damages, liabilities, and costs arising or alleged to arise out of the Consultant's acts, errors, or omissions in the performance of professional services, which are addressed in the paragraph below, the Consultant agrees to defend, indemnify and hold harmless the City from and against liabilities, claims, damages and costs (including reasonable attorney's fees) to the extent caused by the Consultant's performance, acts, errors or omissions under this Agreement.

Indemnification for Professional Liability: With respect to damages, costs, liabilities, and expenses that arise or are alleged to arise out of the Consultant's acts, errors, or omissions in the performance of professional services, to the

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fullest extent permitted by law, the Consultant agrees to indemnify and hold the City harmless from and against liabilities, damages and costs (including reasonable attorney's fees) to the extent caused by the negligence of the Consultant in performance of services under this Agreement. This indemnification expressly excludes the duty of the Consultant to defend the City. However, the absence of the duty to defend shall not preclude the City from seeking its reasonable attorneys' fees as part of its damages where and to the extent such fees are caused by the Consultant's negligence. Nothing in this paragraph shall apply to indemnification of general liability, which is addressed in the paragraph above.

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

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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.
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 CONSULTANT** – The Consultant covenants that Consultant presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this 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.

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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;
- 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

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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 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

Weston & Sampson Engineers, Inc.

Name: Tom Keefer
Title: Regional Manager
Address: 1201 Main Street Suite 930
Columbia, SC 29201
Phone: (803) 667-9904
Fax: n/a
Email: keefert@wseinc.com

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16. **CONSENT DECREE**

- 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, 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

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- 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.
 - 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

Weston & Sampson Engineers, Inc.
Lower Kinley Creek Sewer Improvements – SS7565

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 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.

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- 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 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.

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- K. In carrying out the service, the Consultant shall not discriminate against any employee or applicant for employment because of that employee or applicant's age, sex, gender, gender identity or expression, sexual orientation, race, religion, creed, color, disability, national origin, veteran or military status, political affiliation, or any other characteristic protected by federal, state, or local laws ("protected characteristic"). The Consultant shall take affirmative steps to ensure equal employment opportunities for all applicants for employment, without regard to their protected characteristics. For the purpose of this Non-Discrimination in Contracting Policy, the term "sex" includes medical needs and / or lactation needs arising from pregnancy, childbirth, or related medical conditions pursuant to the South Carolina Pregnancy Accommodations Act, 2018 S.C. Act No. 244. This Non-Discrimination in Contracting Policy extends to all aspects of the Consultant's operations, including, but not limited to the Consultant's employment practices (including selection, hiring, assignment, re-assignment, training, promotion, transfer, compensation, layoff, leave of absence, return from layoff or leave of absence, discipline, and termination); selection of volunteers and vendors, and provision of services. The Consultant shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the government setting forth the provisions of this Non-Discrimination in Contracting Policy. The Consultant shall incorporate the provisions of this Non-Discrimination in Contracting Policy in all subcontracts for service work.
- L. This 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

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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.

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Weston & Sampson Engineers, Inc.
Lower Kinley Creek Sewer Improvements – SS7565

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

CITY OF COLUMBIA, SOUTH CAROLINA

Witness

Teresa Wilson, City Manager

Date: _____

Weston & Sampson Engineers, Inc.

Robert L. Horner, PE,
VP, Regional Manager

Print: Name/Title



Signature

Date: 10/29/20

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APPROVED AS TO FORM

Legal Department City of Columbia, SC

10/22/20

Weston & Sampson Engineers, Inc.
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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 Program

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EXHIBIT A

SCOPE OF SERVICES

**City of Columbia
CIP # SS7565
Lower Kinley Creek Sewer Improvements**

The services performed as a part of this Scope of Service include providing technical consulting support to the City of Columbia (CITY) for a sewer line capacity enhancement project, including evaluation of alternative alignments, and engineering services during design and bidding for the project.

This project proposes the replacement and upsizing of the existing gravity line along a portion of Kinley Creek. The proposed sewer will extend from Manhole 25145MH to 16070MH for a total distance of approximately 11,000 linear feet. The existing 21-inch gravity sewer from 25145MH to 25138MH shall be replaced with 27-inch gravity sewer, for approximately 2,500 linear feet, and the existing 30-inch gravity sewer from 25138MH to 16070MH shall be replaced with 36-inch diameter gravity sewer, for approximately 8,500 linear feet. The existing pipe generally follows a route along Kinley Creek from the Whitehall neighborhood just west of Piney Grove Road, across Piney Grove Road and St. Andrews Road, and ends at the connection to the Lower Saluda outfall line near the Saluda River Pump Station. The exact lengths required shall be verified by the Consultant and coordinated with Hazen & Sawyer and Clean Water 2020.

The general location of the project is shown on Figure 1 attached. The purpose of this project is to evaluate alternative routes for the upsized line and perform engineering and design services for permitting, and bidding.

In general, (Consultant) will provide the following scope of services:

- Review of all Available Data
- Public Relations
- Evaluation of Alignment Alternatives
- Preparation of a Preliminary Design Report (PDR)
- Engineering Services During Design and Permitting
- Bidding Phase Support

Consultant will also be participating in the City of Columbia's Mentor Protégé Program as part of this project, utilizing Carper Civil Consulting as our Protégé.

TASK 100 – Evaluation and Design Phase Administration

110 General Project Administration

Consultant will manage the efforts of its project team members and sub-consultants, assign manpower, delegate responsibilities, review work progress, monitor budget and schedule, and otherwise direct the progress of the work. As part of project administration, Consultant will:

- Maintain regular contact through the CITY's staff throughout the project.
- For Tasks 100 through Tasks 700, provide monthly schedule updates pertaining to Consultant's portion of the work to the CITY. The schedule shall be included with an updated Monthly Progress Report to be submitted with a draft invoice to the CITY for review. A project schedule shall be created and updated not less than monthly in MS Project or Primavera P6. The initial detailed project schedule shall be reviewed by the CITY before proceeding with the Scope of Services. The schedule shall begin based on the Notice to Proceed date and shall use the calendar days as outlined in Exhibit C (Gantt schedule). All documents provided to the CITY for review and approval shall be provided in hardcopy and electronically in PDF format and loaded to SharePoint at a minimum.
- Invoice monthly and include amounts invoiced by sub-consultants in accordance with the City's invoicing procedures.
- Implement and adhere to internal quality control and quality assurance procedures and ensure all work performed by subconsultants and subcontractors meets these quality control and quality assurance procedures prior to issuance of all deliverables.
- Terminate Project Administration at the completion of Task 700.

120 Coordination Meetings

Throughout design of the project, Consultant will maintain regular contact through the CITY's staff. Progress meetings include:

- A kickoff meeting at the beginning of the project and monthly progress meetings with CITY's Project Manager for the duration of Tasks 100 through 700. The Consultant will issue meeting minutes for each meeting. During Task 500, the Consultant will hold a progress meeting at each design completion milestone. Milestone progress meetings can be considered as a respective monthly progress meeting.
- One (1) public meeting in Task item 140.
- Draft and Final PDR meetings (Task 270) – two (2) meetings total. (Final PDR meeting is considered the 30-percent total project review meeting and could serve as a monthly progress meeting)

- 60% and 90% design review meetings in Task item 560 – two (2) meetings total.
- One (1) pre-bid meeting in Task item 710
- Up to two coordination meetings with Thomas & Hutton and Brown & Caldwell consultants

130 Project Management & Coordination with the CITY

- Consultant will communicate with the CITY through a single point of contact, Consultant's Project Manager.
- Consultant will use SharePoint, provided by the CITY, to share and file documentation of project progress, data, decisions, deliverables, design and management of the project.
 - All documents should be loaded to SharePoint within seven (7) days. Consultant is responsible for checking the site monthly and addressing any deficiencies to ensure all content is current, follows the City's standard naming convention for documents, and that all content is loaded under the most appropriate category for each document. Consultant is responsible for breaking out documents such as invoices, monthly progress reports, schedules, etc. into separate categories (not scanning and loading multiple category documents into one file) so they can easily be found by searching by category and/or by document name.
- Consultant will adhere to and update Gantt schedule as shown in Exhibit C.
- Consultant will conduct coordination meetings as outlined in Task 120 of this agreement.

140 Public Outreach

Consultant will provide public relations for this project to include:

- Meet with the CITY (during monthly progress meetings) to discuss logistics and receive input for public meeting.
- CITY will coordinate and secure a meeting location.
- Conduct one meeting between 30% (PDR) and 60% design stages.
 - Discussion topics to include overview of project description and its purpose, schedule, properties affected, what to expect during design and construction, anticipated easements, restoration of property, contacts for communication with CITY and Consultant.

- Assist CITY in notification of customers in the area by mailers to inform them of the meeting, the type of work to be conducted, and who to contact with questions or concerns.
- Consultant will prepare all displays and handouts needed for the meeting.

150 Mentor-Protégé Program

Consultant and Carper Civil Consulting will provide the following in compliance with the City of Columbia's Mentor-Protégé Program:

- Consultant will continue the existing Mentor-Protégé Agreement with Carper Civil Consulting.
- Consultant will update the existing Mentor-Protégé Business Plan per the "City of Columbia Mentor-Protégé Program Guidelines."
- The updated Mentor-Protégé Project Scope and Mentor-Protégé Business and Implementation Plans will be presented to the City of Columbia for approval.
- Schedule and attend all quarterly developmental meetings.
- Comply with deadlines for furnishing information required under the Mentor-Protégé Program.
- Document and maintain copies of communications between the Mentor and the Protégé.
- Prepare and submit a quarterly report form to the City of Columbia's Office of Business Opportunities.

160 Task 100 Deliverables

- Monthly Progress Reports and Schedule updates for all submitted invoices
- Agenda and Minutes for the Kickoff Meeting
- Agenda and Minutes for Monthly Progress Meetings
- Agenda and Minutes for PDR Progress Review Meetings
- Notification, displays, and handouts for Public Meeting
- Minutes, with City review comments, from the milestone review meetings
- Periodic Mentor-Protégé Program Reports
- Agenda and Minutes for Coordination Meetings

TASK 200 – Preliminary Planning, Investigation, Engineering and Alternative Analysis

210 General Data Collection, Field Recon and Coordination

- Consultant will coordinate with the CITY to obtain existing utility mapping in the project area.

- Consultant will obtain county tax map records for identifying property potentially affected by the project.
- Consultant will obtain SCDOT, Lexington County and other necessary maps for road and street right-of-way information.
- Consultant will contact other utilities in the area that can be determined from field observation for mapping and location information that may impact alignment of the proposed sewer.
- Consultant will use existing aerial mapping along with utility mapping, county property maps and street right-of-way information to determine possible sewer line routing alternatives in a tabletop type route analysis.
- Field Reconnaissance:
 - Based upon the tabletop analysis, field reconnaissance will be conducted on the identified routing alternatives. Observation during the field reconnaissance will be recorded and used to identify qualifying or disqualifying issues associated with the routing alternatives.
 - Consultant will meet with the CITY to discuss results of the data gathering and field reconnaissance. Upon agreement of the resulting possible alternatives more detailed evaluation of alternatives will be conducted.

220 Alternative Analysis and Route Selection

- Upon completion of Task 210, Consultant will proceed with alternative analysis including the following alternatives:
 - Relocating the new gravity line within or adjacent to the existing sewer line easement (same general alignment as the existing line).
 - Relocating the new gravity line along a different alignment.
 - Relocating the new gravity line within or adjacent to the existing sewer line easement except in selected areas where it may be advantageous to vary the alignment outside the existing easement to avoid construction and maintenance conflicts.

230 Preliminary Agency Coordination and Meetings

- Upon final route selection, Consultant will contact all known regulatory agencies that may have jurisdiction in the project area to coordinate any permitting and notification actions required.

240 Preliminary Utility Coordination and Meetings

- Upon final route selection, Consultant will contact all known utilities located in the project construction area to coordinate any easements, encroachments, and design considerations to be addressed.

- Consultant will provide utility coordination for the project and provide utility mapping for the selected route.

250 Design Criteria

- CITY will provide the hydraulic report by Hazen & Sawyer to support the sizing of the proposed gravity line design and the adequate capacity of the downstream system components.
- Decision factors for the alternative analysis will be developed by the Consultant and reviewed by the CITY. Possible evaluation factors include; cost, constructability, access for maintenance, public impact, property, permitting, utility and other relevant factors as to provide recommendations for the most economical and reliable solution.
- Consultant will design the new gravity line in accordance with SCDHEC regulations, CITY standards, permitting requirements, and standard civil engineering practices.

260 Opinion of Probable Construction Cost and Schedule

- As part of the alternative routing analysis the Consultant will prepare an opinion of probable construction cost and update the project schedule. The cost estimates will be limited to viable options identified in Task 220, up to three (3).

270 Preliminary Design Reviews

- Consultant will prepare a report of findings and recommendations for review by the CITY.
 - Consultant will conduct a draft PDR/50% complete progress meeting to discuss preliminary findings and discuss early elimination of any alternatives for which it becomes obvious there is not a feasible solution.
 - Consultant will convene a final PDR/alternatives analysis meeting with the CITY to present the results of the analysis and solicit feedback on the recommended solutions.
 - Meetings for this task are included in Task 120

280 Preliminary Alternative Analysis and Design Report

- Upon approval by the CITY, Consultant will prepare a final report documenting the alternative analysis criteria, evaluation, decision process and findings to include the final alignment recommendation and preliminary opinion of probable project cost. This submittal will be considered the 30-percent overall project completion review.

290 Task 200 Deliverables

- Draft and Final Preliminary Design Report (Task 280)

TASK 300 – Survey and Utility Mapping

Once the final alignment has been selected by the CITY, field investigations for that alignment shall be conducted in support of plans preparation and final design.

310 Wetlands Survey

- “Waters of the United States”, including streams, wetlands, and most ponds and lakes, are subject to Section 404 of the Clean Water Act, administered by the United States Army Corps of Engineers (USACE), and Section 401 of the Clean Water Act. Consultant will delineate wetlands along the design area using the USACE Wetlands Delineation Manual (Environmental Laboratory, 1987), and the most recent supplementary technical literature for hydric soil, hydrology, and hydrophytic vegetation indicators. Jurisdictional waters other than wetlands (i.e., stream channels and impoundments) will be defined using USACE field indicators. Consultant will mark the jurisdictional boundaries of waters of the U.S. within 50 feet of the proposed lift station in the field with sequentially numbered survey ribbons. Wetland flags, non-wetland waters, and selected reference landmark locations will be recorded using GPS units with sub-meter accuracy.
- The consultant will record the necessary data and complete wetland delineation data sheets (a summary of findings and characteristics of the site, a map depicting the jurisdictional boundaries of waters of the U.S., and data point locations), which are required by USACE for confirmation, and develop the site map based on GPS survey of the limits of wetlands and waters. One wetland, and one corresponding upland data point will be recorded for each wetland feature delineated. The results of the wetlands delineation, summary of findings and characteristics of the project site, collected wetlands data points, and mapping will be summarized in a Wetlands Delineation Report. The consultant shall submit the Wetland Delineation Report and an official Jurisdictional Determination Request form to the USACE for official determination of the jurisdictional waters of the U.S. Only the USACE can officially determine if a wetland or water is jurisdictional. If needed, the consultant will schedule an on-site meeting with the USACE to verify the delineation and obtain written jurisdictional determination of the delineation.

320 Field Survey

- Consultant shall coordinate with CITY to send survey notification letters. Consultant to provide addresses and property owners.
- All surveying shall be in accordance with current South Carolina surveying standards and conducted using conventional, GPS, or other accepted methods.
- Horizontal datum shall be: SC State Plane Coordinates NAD83 (2011)
- Vertical datum shall be: NAVD 88
- The Consultant's surveyor will complete field surveying along a 100-foot wide corridor of the proposed pipeline alignment. All relevant visual or physical features along the route will be surveyed including significant or "specimen" trees 12 inches and larger, rock outcroppings, structures, geotechnical bore locations, etc. and will make detailed records for inclusion in field survey files. Include survey of flagged delineated wetland boundary. Consultant's surveyor shall recover existing horizontal control monuments and establish GPS control points along the pipeline alignments. Consultant's surveyor shall traverse along the proposed pipeline route to locate existing sanitary sewer manholes, property boundaries, and other existing utilities and physical features. Consultant's surveyor shall recover existing vertical control points. Temporary benchmarks (TBMs) will be established along the project corridor at approximately 1,000-foot intervals. Consultant's surveyor will also provide top of bank, bottom of bank, and water surface elevations at all water crossings along the proposed pipeline alignments.
- Locate both horizontally and vertically (where appropriate) along the proposed pipeline alignment, all exposed structures, land features, property corners (as required), marked utilities, etc., such as, but not limited to, location of paved roads and driveways (w/type identified); stormwater culverts with inverts and any headwalls or inlet/junction boxes (w/size and invert elevations identified); stormwater ditches (w/top and bottom of banks identified); power poles and guy wires (w/connection of overhead power lines to adjacent poles); electric boxes; gas valves and meters; water valves, meters, and fire hydrants; exposed pipes (w/type, diameter, and material identified); cable boxes; telephone pedestals; mailboxes; fences; signage (street name, traffic, etc.); tree and brush lines; and any other miscellaneous aboveground structure or feature.
- All underground utilities as identified and marked in the field by the local utility locating service or the Consultant's Subsurface Utility Engineering sub-consultant (within the 10 test holes noted in Section 340) shall be located by the survey. This shall include, but not be limited to, all electric, gas, water, cable, stormwater, fiber optics, and telephone service lines. It will be the responsibility of the Engineer's surveyor to contact the utility locating service in the appropriate amount of time prior to field surveying, such that all service lines as identified can be properly located. The Engineer's surveyor will, at a minimum, contact the Palmetto Utility Protection Service (P.U.P.S.) at 1-800-721-7877 and CITY for field locating all underground utilities.

- All State and County ROWs and any existing obvious and apparent utility easements within the project limits shall be researched through the appropriate entity and identified by the Consultant's surveyor for use during the survey and used for design purposes. This information shall be included in the electronic file and survey drawings.
- Cross Sections along the center of the pipe route shall be taken every 100 feet at a minimum and at locations in between as required to define changes in slope, ditch crossings, etc., as necessary to develop an accurate topography of the survey extents.
- The Consultant shall determine the necessary corridor to be surveyed for this project. At a minimum, topographic survey and cross sections will include up to a 100- foot corridor centered on the proposed alignment. Where the gravity sewer is located adjacent to an existing roadway, the opposite side of pavement and driveways will be horizontally located to facilitate developing traffic control plans for the construction phase. Where the gravity sewer is within the road right of way, the adjacent property owners and their parcel sidelines will not be mapped.
- From the survey data, the survey subcontractor shall prepare final AutoCAD 2019 electronic files of the entire survey that accurately locates all horizontal (planimetric) features and contains, on separate layers, all feature labels and all surveyed points with point number, description, and elevation. Files will be saved down to AutoCAD 2010 before being transmitted to the CITY.

330 Property Research and Easement Exhibits

- In consultation with CITY, the Consultant shall assist the City with easement acquisition through the research and preparation of easement exhibits for each property on which a temporary and/or permanent easement will be required. This Scope of Services is based on preparing 14 easement exhibits. Two rounds of edits are included for each exhibit; an amendment may be issued if additional edits or easement exhibits are required.

340 Utility Mapping

- The Consultant's surveyor shall provide existing utility information along the route of the survey. This information will be obtained with assistance of SC811. No Sub Surface Utility Engineering (SUE) is proposed for this project; however, a minimum of Ten Test Holes shall be included in the cost of the project to determine utility depths.
- The locations of these holes shall be recorded by the Consultant's surveyor.
- The price assumes the holes will have to be surveyed in a separate trip to the site from Task 310.

350 Task 300 Deliverables

- List of property owners along the survey limits for notification (Task 330)
- Easement Exhibits (Task 330)

TASK 400 – Geotechnical Investigation

410 Field Investigation

- Consultant will use F&ME for geotechnical services to provide subsurface soil conditions along the proposed project routing. Up to 18 Standard Penetration Test borings will be performed at the proposed project sites to determine general soil conditions. It is assumed that the borings will be to a depth of up to 25-ft below grade. A minimum of two borings per each “bore & jack” location will be performed.
- Split-barrel samples will be taken at each boring. Boring will be backfilled at the end of each day and groundwater level will be monitored before backfilling. Borings within the SCDOT right-of-way will be backfilled with grout. No restoration beyond backfilling bore holes has been anticipated in this scope of work.
- Where auger refusal occurs above the anticipated sewer depth, periodic rock core samples will be obtained to determine the Rock Quality Designation (RQD) and define the integrity and density of the rock. Up to 7 rock core samples and 35 feet of rock coring are included in the scope.
- The samples will be tested in a laboratory to determine physical engineering characteristics. Testing will be performed under the direction of a geotechnical engineer and will include visual classification, moisture content, dry density, Atterberg limit, and strength tests (unconfined compression/calibrated penetrometer), as appropriate. The results of field and laboratory testing will be evaluated by a professional geotechnical engineer licensed in the State of South Carolina.
- This information will be used to design pipe bedding details, evaluate soils for potential dewatering requirements, the capability of soils to be effectively dewatered, estimate rock excavation, and estimate amounts of additional suitable backfill material needed (if any) for the project. A Geotechnical Engineering Report will be prepared based on the results of the evaluation that details the results of the testing performed. The report will include the following:
 - Computer generated boring logs with soil stratification based on visual soil classification
 - Summarized laboratory data
 - Groundwater levels observed during and after completion of drilling
 - Boring location plan
 - Subsurface exploration procedures

- Encountered soils conditions
- Subgrade preparation/earthwork recommendations including minimum relative density requirements
- Anticipated excavation conditions, including difficult excavation and groundwater conditions
- Consultant will obtain all SCDOT and County permits required to conduct investigation on public right-of-way. CITY will obtain right of entry and investigation as required on private property.

420 Task 400 Deliverables

- Geotechnical Engineering Report (Task 410)

TASK 500 – Final Design

510 Roadway Coordination (City, Town, County, State, Federal)

- Consultant will contact and meet if necessary with City, County, State and Federal agencies to determine design parameters for construction of the new gravity sewer within the roadway rights-of-way.
- Consultant will coordinate final design with the requirements of all roadway encroachment permits

520 Utility Coordination

- Consultant will contact and meet if necessary with utility agencies that have existing utilities within the construction limits to determine design parameters, right-of-way encroachment requirements and resolve conflict issues related to the construction of the new gravity sewer adjacent to or cross existing utilities.
- Consultant will coordinate final design with the agreed upon requirements of all encroachment permits and conflict resolution solutions.

530 Project Plans and Specifications

- Consultant will prepare drawings and specifications depicting the scope, extent, and character of the materials to be provided and the work to be performed by an installation contractor. One set of contract documents will be provided to the CITY to be used to solicit bids for the construction of the project. The Contract Documents shall consist of and include the following:
 - Detailed plan and profile drawings on 22" x 34" plan sheets, 1"=20' horizontal and 1"=5' vertical scale
 - Relevant features impacting construction as located by the survey.
 - Design and construction details.
 - Sediment and erosion control details.

- Relevant environmental features.
 - Traffic control plans.
 - Existing pipe demolition/abandonment as needed
 - By-pass pumping plan as needed
 - Specifications coordinated with the CITY'S standard contract documents.
 - Special conditions related to permit requirements and easement requirements.
 - Material specifications including minimum installation requirements.
 - CITY will provide the standard contract, advertisement, general conditions, supplemental conditions, bid form, City procurement program requirements, etc. Consultant will provide the technical specifications, bid quantities, measurement and payment items and special provisions.
- Upon approval of the 100-percent submittal, Consultant will provide one set of final bid plans, a PDF of the signed and sealed drawings, one sided copy of unbound specifications and final cost estimate in digital format to match the bid tab item list.

540 Regulatory Agency Coordination

- Consultant will contact and meet if necessary with City, County, State and Federal regulatory agencies to determine design parameters for construction of the new gravity sewer in accordance with regulatory requirements.
- Consultant will coordinate final design to comply with regulatory requirements.
- Potential agencies are:
 - South Carolina Department of Health and Environmental Control
 - U.S. Army Corps of Engineers – Wetlands
 - Lexington County – Stormwater
 - Lexington County - Transportation
 - South Carolina Department of Transportation
 - CSX Railroad – Encroachment
 - Central Midlands Council of Governments (208 conformance)

550 Opinion of Probable Construction Cost and Schedule

- Consultant will submit an opinion of the probable cost for the Project including construction costs, contingencies and other related items at the 60-, 90- and 100-percent plan reviews. 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.

560 Design Reviews

- Consultant will conduct an Internal Technical Review using the Consultant's Quality Management System (QMS) program. A copy of this program will be submitted to the CITY at the beginning of the project.
- After each Internal Technical Review, Consultant will provide the CITY copies of plans and specifications for the Project for review and approval at the sixty (60%) percent and ninety (90%) percent completion milestones. Consultant will meet with the CITY during these milestones to discuss the project and obtain input from the Client. Following the review, Consultant will make revisions as requested by the City. Documentation of the completed reviews will be provided to the CITY by the Consultant. Following the technical reviews, Consultant will make modifications to the construction documents.
- At the conclusion of final design, drawings and specifications will be submitted to the CITY for final review and approval. Any revisions to the drawings will subsequently be made to incorporate the CITY's comments. Upon approval by the City, plans and specifications and any permits obtained will be submitted to the CITY for production during the bidding process.

570 Task 500 Deliverables

- Copy of Consultant's QMS Program (Task 560)
- The 60% Completion Milestone Design Submittal (Task 560)
- The 90% Completion Milestone Design Submittal (Task 560)
- Opinions of Probable Construction Cost and Schedule (Task 550)
- The 100% Design Bid Documents (Task 560)

TASK 600 – Permits and Property

610 Property and Right-of-Way Assistance

- Easements – Refer to Task 330 above.
- The Consultant will rely on Lexington County Tax Map information in identifying property owners and will research records for property plats that have been recorded and filed with the County. The Consultant cannot guarantee the accuracy of the County records but will revise the plats as necessary if during the legal research and easement acquisition process corrections are required to the plats.
- This scope assumes the CITY staff will obtain all necessary easements including temporary construction easements and new permanent easements utilizing the easement exhibits prepared by the Consultant.
- Upon CITY approval of the sixty (60%) percent design plans, Consultant shall prepare and submit easement exhibits. Refer to Task 330 above.

620 Permits

- Wastewater Construction Permit: Upon CITY approval of the ninety (90%) percent completion documents, Consultant will submit copies of the project plans and specifications for final review and approval by the South Carolina Department of Health and Environmental Control (SCDHEC); work with SCDHEC and assist the CITY in efforts to obtain the necessary permits; and furnish SCDHEC with the required number of copies of plans and specifications needed for review and approval.
- Stormwater Permit: The scope assumes a Notice of Intent (NOI) Application for Stormwater Discharges from Construction Activities (sediment and erosion control permit) will be required. Upon CITY approval of the ninety (90%) percent completion drawings, Consultant will prepare a Stormwater Pollution Prevention Plan and NOI application for submittal and approval by Lexington County. Consultant will provide all required submittal copies and respond to all inquiries by the County.
- Wetlands Permit: This scope assumes wetland delineation will be required. Consultant will delineate wetlands and upon CITY approval of the thirty (30%) percent completion documents, Consultant will submit for wetland permit application for review and approval by the U.S. Army Corps of Engineers; work with the U.S. Army Corps of Engineers and assist the CITY in efforts to obtain the necessary permits and/or approvals; and furnish the U.S. Army Corps of Engineers with the required number of copies of plans and specifications needed for review and approval.
 - The proposed impacts will meet the conditions for a NW12 Permit and an Individual Permit will not be required.
 - If the NW12 Permit conditions cannot be met, additional permitting (e.g. Individual Permit) will be conducted under additional services (Task 1100).
 - Compensatory mitigation will not be required. If impacts cannot be avoided or minimized and compensatory mitigation is required, preparation of a Mitigation Plan will be conducted under additional services (Task 1100).
 - This project will have no impacts to threatened or endangered species, or historical/cultural resources.
 - The fee for the permit application will be paid through Task 630, Permit Fee Allowance.
- Roadway Encroachment Permits: This scope assumes a Lexington County and/or a SCDOT Encroachment Permit will be required. Upon approval by the CITY of the ninety (90%) percent completion documents, Consultant will submit for review and approval for an Encroachment Permit by Lexington County and/or the SCDOT; work with the City of Columbia and assist the CITY in efforts to obtain the necessary permits and /or approvals; and furnish the City of Columbia with the required number of copies of plans and specifications needed for review and final approval.

- Other Permits: The consultant will provide plan and profile exhibits and permit applications suitable for submittal to Norfolk Southern and/or CSX for encroachment permit submittal(s). The City will submit the permit applications to Norfolk Southern and/or CSX and is responsible for all fees associated with the permit(s).

630 Permit Application Fees:

- The Consultant will utilize this Not-to-Exceed task for direct costs associated with permit fees. No labor is included in this Task. A total of \$2,325 of permit fees are anticipated. The estimated fees for permits are as follows:
 - SCDHEC Construction Permit - \$350
 - SCDHEC Stormwater Permit and Inspection Fees - \$125
 - Lexington County Stormwater Land Disturbance Permit - \$350
 - Section 401 Certification – SCDHEC - \$1,000
 - Other Permit Fees- \$500
- This cost will cover all permit fees apart from any wetland mitigation fees. The limit as identified in the proposal is a ‘not-to-exceed’ value without written consent of the CITY.

TASK 700 – Bidding and Award

710 Bidding Assistance

- Consultant will provide services during the bidding phase to include attending a pre-bid conference, providing technical interpretation of the bid documents, issuing addenda, assisting with responses to bidders’ questions, and attending the bid opening.
- It is assumed that the duration of the Bid Period will be forty-five (45) days and that the CITY will be distributing the bid packages. An additional sixty (60) days is assumed from selection of the Contractor to the issuance of the Notice to Proceed.
- While a formal prequalification process is not anticipated, Consultant will work with the CITY to include qualification requirements in the Specifications that will be submitted by the bidders with the bids.

720 Award Recommendation

- Consultant will review bids received and assist CITY in evaluating the bids and recommending award of the contract.

730 Conformed Documents

- Consultant will prepare Conformed Documents that incorporate Addenda items. The Conformed Documents will be used for construction. The Consultant will provide the City and Contractor each (3) hard copy sets and (1) digital set (in Adobe PDF format) of the Conformed Documents.

740 Task 700 Deliverables

- Bid Documents (Task 710)
- Pre-Bid Conference Agenda (Task 710)
- Addenda and response to questions from Pre-Bid (Task 710)
- Award Recommendation Letter (Task 720)
- Conformed Documents (Task 730)

TASK 800 – Engineering Services During Construction

- This service is not provided under this scope of services at this time. Engineering Services During Construction may be authorized by Contract Amendment at a later date.

TASK 900 – Full Time Construction Inspection

- This service is not provided under this scope of services. Full Time Construction Inspection services may be authorized by Contract Amendment at a later date.

TASK 1000 – Project Closeout

- This service is not provided under this scope of services. Project Closeout services may be authorized by Contract Amendment at a later date.

TASK 1100 – Additional Services

1110 General Task

The CITY reserves the right to amend this Agreement so that Consultant may furnish additional services such as those listed below:

- Additional gravity sewer replacement above the 11,000 linear feet identified in the project description.
- Additional Surveying outside original scope or for Record Drawings.

- Engineering Services During Construction will be considered as part of an amendment at a later date
- Flood Study or Flood Impact Analysis
- Compensatory mitigation for wetlands impacts
- Professional engineering services related to additional or extended design, bidding, and construction services. Bidding services are based on a forty-five (45) day advertisement period.
- Additional meetings with homeowners and agencies beyond those scheduled in the agreement
- Additional Easement Exhibits beyond those indicated in Task 330.
- Environmental Assessment to include surveys/studies for threatened or endangered species, or historical/cultural resources beyond what is necessary for USACOE NW12 permit.
- Additional permitting (e.g. Individual Permits, State Navigable Waters, FEMA Floodplain, Riparian Buffers) or permit fees beyond the amount listed in Task 650.
- Compensatory mitigation for wetlands impacts.
- Additional test holes for underground utilities indicated in Task 340.
- Additional geotechnical investigations beyond those indicated in Task 400.

For services rendered under Task 1100 - Additional Services, compensation to the Consultant shall be negotiated with the CITY. An allowance is provided in this proposal to cover additional services. No additional services will be performed without written approval from the CITY.

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ATTACHMENT A TO EXHIBIT A

RESPONSIBILITIES OF THE OWNER

The responsibilities of the CITY as described in Exhibit A are amended and supplemented as described below.

The CITY agrees to perform the following:

- Provide assistance in gaining access to all sewers and sewer easements for which field services will be provided.
- Notify Consultant of property owners who may pose problems with Consultant's ability to safely gain access to manholes and assist the Engineer with gaining safe access.
- For manholes and sewer line that may be surrounded by water of depth over 8" or require access to the right-of-way through water, assist Consultant by providing use of the City's amphibious, all terrain, off-road vehicle (Argo).
- Provide access to locked manholes.
- Respond to requests for information and review deliverables in a timely manner.
- Pay all permitting and other local fees that may arise from the work completed as part of this Agreement.
- Provide independent quality assurance testing required by the specifications or deemed reasonable by Consultant and CITY.
- Provide available data as requested in the agreement.
- Provide Basis of Design Tech. Memo based on Hydraulic Model, including flow information at key locations along alignment, as available.
- Provide additional condition assessment including CCTV, PACP and MACP reports, and GIS data for the assets related to the project where available.
- Provide record drawings as needed to support the design.
- Provide assistance in coordinating meetings with third party utilities and regulatory agencies when needed.
- Review and agree to proposed alignment at 60-percent design review meeting prior to finalization of easements.
- Assist in providing right of entry for private properties associated with this project and as needed for remote access.
- Provide easement negotiations.



EXHIBIT B
SS7565-Lower Kinley Creek Sewer Improvements
Schedule

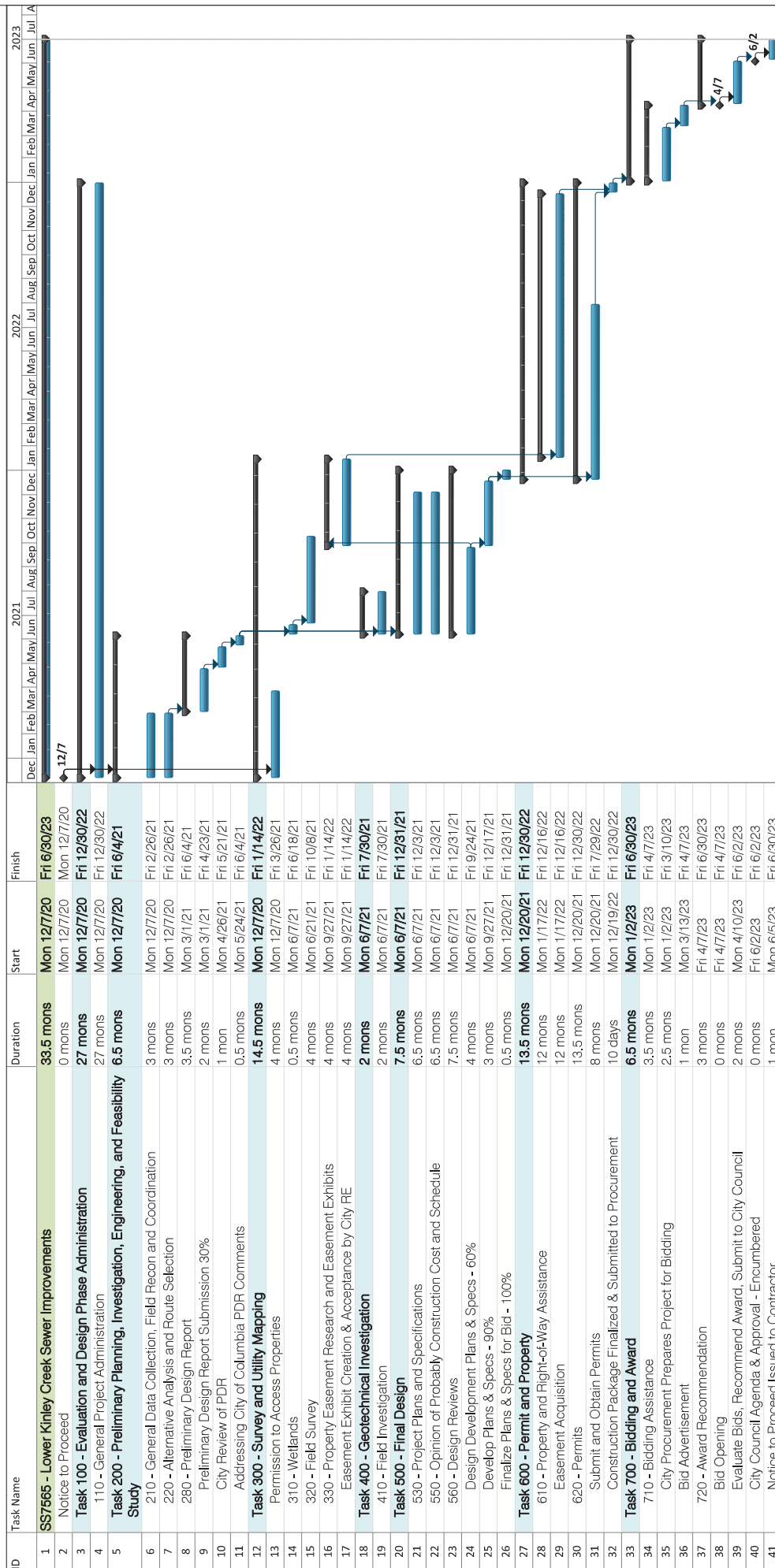


EXHIBIT C

COMPENSATION

City of Columbia CIP # SS7565 Lower Kinley Creek Sewer Improvements

Compensation for services provided under Tasks 100 through 1100 as outlined in Exhibit A, Scope of Services, is estimated to be a total of \$821,580.00. This includes \$749,080.00 of lump sum tasks, as well as \$72,500.00 of Hourly/NTE tasks. Lump Sum and Hourly/NTE tasks are clearly labeled in the chart below.

An estimated breakdown of the fee is shown in the following table:

Task	Description	Type	Protégé	Weston & Sampson	Total
100	Evaluation and Design Phase Administration	LS	\$ 17,800.00	\$106,650.00	\$124,450.00
200	Preliminary Planning, Investigation, Engineering and Alternative Analysis	LS	\$ 20,000.00	\$154,980.00	\$174,980.00
300	Survey and Utility Mapping	LS	\$ 27,000.00	\$ 89,550.00	\$116,550.00
330	Easement Exhibits (14 Total)	NTE		\$ 17,500.00	\$ 17,500.00
400	Geotechnical Investigation	LS	\$ 58,200.00	\$ 11,220.00	\$ 69,420.00
500	Final Design	LS	\$ 32,400.00	\$197,640.00	\$230,040.00
600	Permits and Property	LS		\$ 21,600.00	\$ 21,600.00
630	Permit Application Fees	NTE		\$ 5,000.00	\$ 5,000.00
700	Bidding and Award	LS		\$ 12,040.00	\$ 12,040.00
1100	Additional Services	NTE	\$ 10,000.00	\$ 40,000.00	\$ 50,000.00

	Total of Contract		\$165,400.00	\$656,180.00	\$821,580.00
	% of Contract to Protégé		20.13%		

The Engineer's requirement for Subconsultant and/or Protégé Participation is 20%.

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 Cod - See Key Below)
Carper Civil Consulting	V015981	Design, Permitting, Sub Management	\$95,625.00	11.639%	WBE	FB
Civil Engineering Consulting Services	V013460	SUE	\$15,000.00	1.826%	WBE	FB
F&ME Consultants	V007172	Geotechnical	\$49,375.00	6.010%		
Cygnus Environmental, LLC	V016904	Wetlands	\$5,400.00	0.657%		
				%		
				%		

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 \$ 165,400.00

TOTAL CONTRACT AMOUNT: \$ 821,580.00

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

Business Name: Weston & Sampson

Representative Name/Title: Tom Keefer/Office/Project Manager

Date: August 31, 2020

Attachment: Final.Agreement.SS7565 Lower Kinley Creek Sewer updated (6302 : SS7565 Lower Kinley Creek Sewer Improvements)

Business Information for Subconsultants/Subcontractors- Continued

List information for each Subcontractor or Subconsultant below.

1) Subcontractors Company information (Primary/Main office location)

Carper Civil Consulting

Company Name

1201 Main St, Suite 930, Columbia, SC 29201

Physical Address

1201 Main St, Suite 930, Columbia, SC 29201

Mailing Address

Columbia/SC 29201

City/State Zip Code + 4

(843) 566-2317

Phone number

()

Fax number

Lauren Carper

Primary Contact Name

Jeff Carper

Secondary Contact Name

lauren@carpercivilconsulting.com

Primary Contact Email Address

jeff@carpercivilconsulting.com

Secondary Contact Email Address

82-2062965

Federal ID #

V015981

Vendor #

2) Subcontractors Company information (Primary/Main office location)

Civil Engineering Consulting Services

Company Name

2000 Park Street

Physical Address

2000 Park Street

Mailing Address

Columbia/SC 29201

City/State Zip Code + 4

(803) 779-0311

Phone number

()

Fax number

Cathy Raad

Primary Contact Name

Theresa Hodge

Secondary Contact Name

raadck@cecsinc.com

Primary Contact Email Address

hodgeth@cecsinc.com

Secondary Contact Email Address

57-0980593

Federal ID #

V013460

Vendor #

Business Information for Subconsultants/Subcontractors- Continued

List information for each Subcontractor or Subconsultant below.

1) Subcontractors Company information (Primary/Main office location)

F&ME Consultants

Company Name

3112 Devine Street

Physical Address

3112 Devine Street

Mailing Address

Columbia/SC 29205

City/State Zip Code + 4

(803) 254-4540

Phone number

()

Fax number

Andy Whitfield

Primary Contact Name

Shawn Epps

Secondary Contact Name

awhitfield@fmeconsultants.com

Primary Contact Email Address

sepps@fmeconsultants.com

Secondary Contact Email Address

61-1725606

Federal ID #

V007172

Vendor #

2) Subcontractors Company information (Primary/Main office location)

Cygnus Environmental, LLC

Company Name

P.O. Box 548

Physical Address

P.O. Box 548

Mailing Address

Cordesville/SC 29434

City/State Zip Code + 4

(843) 696-9865

Phone number

()

Fax number

Eric McClanahan

Primary Contact Name

Secondary Contact Name

eric.mcclanahan@comcast.net

Primary Contact Email Address

Secondary Contact Email Address

81-1515260

Federal ID #

V016904

Vendor #

Attachment: Final.Agreement.SS7565 Lower Kinley Creek Sewer updated (6302 : SS7565 Lower Kinley Creek Sewer Improvements)



CITY OF COLUMBIA

Office of Business Opportunities Compliance
1401 Main Street 4th Floor | Columbia, South Carolina 29201
Phone: 803-545-4185

MENTOR PROTÉGÉ PROGRAM Implementation Plan

Date: 8/20/2020

Project Name: Lower Kinley Creek

Mentor Amount: \$656,180

Project #: SS7565

Mentor % of Total Contract: 79.868%

Mentor: Weston & Sampson

Protégé Amount: \$165,400

Protégé: Carper Civil Consulting

Protégé % of Total Contract: 20.132%

Total Project Contract Amount: \$821,580

Duration of the Project: 34 months

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.

A completed Business Information Records (BIR) form is required, and will be reviewed along with this Implementation Plan. **The information recorded in the BIR must be consistent with the Implementation 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.

Carper Civil Consulting (CCC) has a Master Services Agreement with Weston & Sampson (WSE). The Agreement describes the terms of payment, costs for services, and outlines the method for delivering task orders. The Lower Kinley Creek project will be a specific task order under the Agreement. The Task Order will specify the tasks, schedule, and fee.

- 2. How does the work performed in this project relate to the goals identified in your MPP Team Agreement and Business Plan?**

Project Tasks have been allocated to support participation to meet utilization goals. WSE will utilize CCC as an extension of staff and will provide the same daily support, communication, training, work planning, and weekly safety training to ensure successful completion. WSE and CCC will work together closely on all aspects where service is provided through a Work Order for the project. WSE will also work with CCC to implement a QA/QC Program to ensure that all work is accurate and verified. This will continue to build CCC's confidence with the City of Columbia and lead to additional opportunities.



CITY OF COLUMBIA

Office of Business Opportunities Compliance
1401 Main Street 4th Floor | Columbia, South Carolina 29201
Phone: 803-545-4185

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 in which the team's success is being achieved.*

WSE will provide assistance in best practices in engineering, permitting, and inspection services, along with the availability to use and be trained on new equipment and technology. WSE will provide assistance with project management, scheduling, and technical training in order to continue to aid in the development of CCC's business. Opportunities for growth will be explored through assisting with business development practices.

4. Proposed manpower and resources from both the Mentor and the Protégé are required for the project. *Address key personnel, equipment/materials, and insurance/bonding. Additionally, included any special arrangements where applicable.*

Mentor:

Tom Keefer - Office/Project Manager and other key staff at Weston & Sampson (WSE)

Protégé:

Lauren Carper - Principal of Carper Civil Consulting (CCC) and other employees as future needs arise.

Please ensure that all Subcontractors are listed on the Business Information Records (BIR) and complete items below:

List Subcontractors Names below: (Do not include Protégé)	Who will the subcontractor report to?	Who is responsible for payment of the subcontractor?
CECS	Carper Civil Consulting	Carper Civil Consulting
Cygnus Environmental	Carper Civil Consulting	Carper Civil Consulting
F&ME Consultants	Carper Civil Consulting	Carper Civil Consulting

Special Arrangements:

CCC will engage subconsultants for utility mapping (SUE), wetland delineation, and geotechnical investigation.



CITY OF COLUMBIA

Office of Business Opportunities Compliance
1401 Main Street 4th Floor | Columbia, South Carolina 29201
Phone: 803-545-4185

5. What scope of work is to be performed by each participant of the MPP team utilizing the proposed resources identified above?

a. Description of Mentor's responsibilities on project:

Project Management, Engineering Design, Permitting, Bidding and Award

b. Description of Protégé responsibilities on project:

Project administration, Engineering Design, Management of sub-consultants

c. Description of responsibilities that will be completed as a team:

Project administration, Engineering Design

6. What is the anticipated duration (in months) of each major phase of the project? During which phases will the Protégé be utilized?

Project Management: 34 months
Engineering Design: 14 months
Survey: 14 months
Geotechnical: 2 months

7. Outline of regularly scheduled meeting between Mentor and Protégé (Progress reporting).

Kick off meeting, weekly project status meetings, monthly progress meetings, and complete records

8. Define payment schedule and financial terms identifying milestones for initial, progress and final payments.

CCC will submit a monthly invoice to WSE. WSE will include invoice on their next monthly invoice to the City. CCC will be paid within 10 business days of City payment to WSE.



CITY OF COLUMBIA

Office of Business Opportunities Compliance
1401 Main Street 4th Floor | Columbia, South Carolina 29201
Phone: 803-545-4185

MENTOR-PROTEGE IMPLEMENTATION PLAN SIGNATURE SHEET

MPP participants acknowledge that any change orders/contract amendments to this project will require a completed Implementation Plan Addendum for each change order/contract amendment made to the project.

IN WITNESS WHEREOF, the parties hereto have caused these present to be executed by their proper officials thereunto duly authorized as of the dates below indicated:

EXECUTED by Weston & Sampson (Mentor Firm) this 20th day of August 2020.
Corporate SEAL

By: [Signature]
Title: Office/Project Manager
Firm Name: Weston & Sampson

ATTEST:
By: [Signature]
Title: Engineer I

EXECUTED by Carper Civil Consulting (Protégé Firm) this 20th day of August 2020.
Corporate SEAL

By: Lauren Carper
Title: Principal
Firm Name: Carper Civil Consulting

ATTEST:
By: Jeff Carper
Title: Vice President

RECOMMENDED FOR APPROVAL:

EXECUTED by the Office of Business Opportunities - Compliance on this 30 day of
September 2020.

By: Latonya B Germany

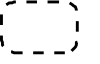
Title: Program Compliance Specialist



Attachment: SS7565 Location Map (6302 : SS7565 Lower Kinley Creek Sewer Improvements)



EDITOR INITIALS: DATE
CW2020\LOCATION\LOCATION

 SS7565 Manholes	 Sewer Manholes	 Basin Boundary
 SS7565 Gravity Mains	 Sewer Gravity Mains (>= 15")	
	 Sewer Gravity Main	


1 inch = 1,250 feet
0 270540 1,080 1,620 Feet

SS7565 Lower Kinley Creek Sewer

Prepared For: Nam

Packet Pg. 227

Brown and Caldwell
West Columbia Pump Station Improvements – SS7564



AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement is being awarded under procurement method RFQ011-16-17-NMJ Category I Major Wastewater Collection System 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 Brown and Caldwell (hereinafter referred to as the "Consultant"), to provide technical consulting support 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** – This Agreement shall expire, unless terminated earlier as provided herein, on August 31, 2022. 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*

Brown and Caldwell
West Columbia Pump Station Improvements – SS7564

for an initial 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 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 Six Hundred Seventy-Seven Thousand, Five Hundred Dollars and 00/100 (\$677,500.00).

 - B. The Consultant shall submit invoices no more frequently than monthly for services rendered during each phase of the Project. Each invoice submitted must describe the services for which payment is requested, show payment calculations and specify the person(s) rendering such service(s). Consultant must invoice monthly regardless of work being completed during that period. If no work is completed, a zero balance invoice should be submitted. **Each invoice must also clearly identify any portion of the fee invoiced for subcontracted services, including any such services that are specified in the Summary of Proposed Subconsultants shown on Exhibit D hereto.** Each invoice shall bear the signature of the Consultant, whose signature shall certify that the information contained in the invoice is true and accurate and that the invoice amount is currently due and owing. The City will not pay interest or penalty on any past due amount.

 - C. Invoicing Procedure

Failure of the Consultant to follow these invoice requirements will result in the

Brown and Caldwell
West Columbia Pump Station Improvements – SS7564

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

Brown and Caldwell
West Columbia Pump Station Improvements – SS7564

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

Brown and Caldwell
West Columbia Pump Station Improvements – SS7564

contracting as it relates to meeting affirmative action objective

F. Subcontracting Goals

Under this Agreement, the subcontracting goals are as follows:

SB Goals	<u>8.8</u>	%
MBE	<u>3.6</u>	%
WBE	<u>20.0</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 goal for this requirement is 20.0%.

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

Brown and Caldwell
West Columbia Pump Station Improvements – SS7564

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, 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)

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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

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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.
- 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

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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 CONSULTANT** – The Consultant covenants that Consultant presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this 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;

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- 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 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.

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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

Brown and Caldwell

Name: James (Jay) Mazzei
Title: Project Manager
Address: 250 Berryhill Rd Suite 104
Columbia, SC 29210
Phone: (803) 873-9714
Fax: n/a
Email: JMazzei@BrwnCald.com

16. **CONSENT DECREE**

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

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- 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 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

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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.
- 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

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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.
- 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

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Carolina Code of Laws, 1976, as amended). Under this Act, "A person may not, directly or indirectly, give, offer, or promise anything of value to a public official, public member, or public employee with intent to:

1. influence the discharge of a public official's, public member's, or public employee's official responsibilities;
2. influence a public official, public member, or public employee to commit, aid in committing, collude in, or allow fraud on a governmental entity; or,
3. induce a public official, public member, or public employee to perform or fail to perform an act in violation of the public official's, public member's, or public employee's official responsibilities.

"Anything of value" includes, but is not limited to, lodging, transportation, entertainment, food, meals, beverages, money, gifts, honorariums, discounts and interest-free loans.

- K. In carrying out the service, the Consultant shall not discriminate against any employee or applicant for employment because of that employee or applicant's age, sex, gender, gender identity or expression, sexual orientation, race, religion, creed, color, disability, national origin, veteran or military status, political affiliation, or any other characteristic protected by federal, state, or local laws ("protected characteristic"). The Consultant shall take affirmative steps to ensure equal employment opportunities for all applicants for employment, without regard to their protected characteristics. For the purpose of this Non-Discrimination in Contracting Policy, the term "sex" includes medical needs and / or lactation needs arising from pregnancy, childbirth, or related medical conditions pursuant to the South Carolina Pregnancy Accommodations Act, 2018 S.C. Act No. 244. This Non-Discrimination in Contracting Policy extends to all aspects of the Consultant's operations,

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- including, but not limited to the Consultant's employment practices (including selection, hiring, assignment, re-assignment, training, promotion, transfer, compensation, layoff, leave of absence, return from layoff or leave of absence, discipline, and termination); selection of volunteers and vendors, and provision of services. The Consultant shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the government setting forth the provisions of this Non-Discrimination in Contracting Policy. The Consultant shall incorporate the provisions of this Non-Discrimination in Contracting Policy in all subcontracts for service work.
- L. This 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.

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

CITY OF COLUMBIA, SOUTH CAROLINA

Witness

Teresa Wilson, City Manager

Date: _____

BROWN AND CALDWELL

Print: Name/Title

Signature

Date: _____

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APPROVED AS TO FORM


Legal Department City of Columbia, SC
11/11/2020

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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 Program

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EXHIBIT A

SCOPE OF SERVICES

City of Columbia CIP # SS7564 West Columbia PS Improvements

The services performed as a part of this Scope of Services include providing technical consulting support to the CITY of Columbia (CITY) for a pump station capacity enhancement project that includes preliminary design services (an assessment of existing operating conditions and equipment and development and evaluation of alternatives to correct station deficiencies) and engineering services for final design and implementation of force main inspection and cleaning and improvements. Engineering services for final design and construction of the recommended pump station improvements may be authorized by a future Amendment.

The CITY, working alongside the Clean Water 2020 (CW2020) program, has identified the immediate need to increase the capacity of the West Columbia Pump Station (WCPS). This pump station currently receives an average daily flow of 9 million gallons per day (mgd), with peak wet weather flows up to 24 mgd. Based on the updated hydraulic model, the existing WCPS appears to be deficient for the flows that are being conveyed to the station during larger storm events. It is predicted that these flows may result in upstream sanitary sewer overflows (SSOs). Part of this capacity deficiency is complicated by one pump that is in disrepair and does not meet its design operating point. In addition, the reported theoretical firm capacity of the station is 24 MGD, which was not met based on recent pump performance tests. Recent pump station testing and model simulations indicate that force main hydraulics may restrict overall capacity. West Columbia basin planning conducted by CW2020 indicates that the station capacity should be upgraded to accommodate 26 mgd immediately, with consideration of a future additional upgrade to either 30 mgd or 40 mgd at project buildout flow conditions.

The WCPS is located on the east bank of the Congaree River just south of the Blossom Street Bridge as shown on Figure 1. The force main (FM) is a 24/42-inch diameter pipe that extends from the pump station to the Metro Wastewater Treatment Plant (MWWTP) over a distance of 21,790 feet. At the MWWTP, valving controls whether the force main discharges into the Influent Pump Station (IPS) wet well or manifolds with the Mill Creek PS FM and then discharges to the screening channel (typical route is to the screening channel).

The purpose of this project is to develop and evaluate potential alternatives to upgrade the pump station to provide the required capacity of 26 mgd, examine options for a future capacity upgrade to either 30 mgd or 40 mgd, prepare a preliminary design report, and perform engineering services for final design, permitting, bidding, and construction of pump station capital improvements, if necessary (to be authorized by amendment).

As noted, the current force main condition may be contributing to the station capacity deficiency and model simulations indicate that alternative discharge of the FM to the MWWTP IPS may meet

short term capacity requirements. Hydraulic Model simulations indicate that if the FM was returned to its original condition and the discharge was sent to the IPS, pump capacities up to 27 mgd can be achieved. The intent of this project is to analyze the benefit that might be achieved by addressing these two station discharge conditions in the Preliminary Planning Phase and then, if cost-effective, to implement immediate system improvements to inspect and clean the force main and to add any necessary valving controls to automatically modify the force main discharge point.

In general, Brown and Caldwell (Consultant) will provide the following scope of services:

- Preliminary Planning, Investigation, Engineering, and Alternative Analysis, including:
 - Pump station testing as a preliminary step to confirm recent pump station results and to identify potential short-term pump capacity resolutions
 - Alternatives Development and Evaluation
 - Physical Model Study
 - Preliminary Design Report (PDR) Development
- Engineering Services During Final Design, Permitting, and Bidding for the WCPS FM Condition Assessment and Cleaning Project.
- Engineering Services During Final Design, and Bidding for the WCPS FM Discharge Improvements Project, which will involve the installation of up to one new flow control isolation valve along the sewer force main and improvements to automate all three FM isolation valves at the MWWTP site. This will be a separate design and bid project.
- Engineering Services During Construction and Project Closeout for the WCPS FM Condition Assessment and Cleaning & WCPS FM Discharge Improvements Projects. Additional Services as needed that are authorized by the City via contingency allowance

Final Design, Permitting, and Bidding Services for capital improvements to increase pump station capacity, beyond the proposed FM cleaning and isolation control valve improvements (noted above) and other recommendations that might be developed in the PDR will be authorized by Amendment. Consultant will also be participating in the City of Columbia's Mentor Protégé Program as part of this project, utilizing 4D Engineering as their Protégé.



Figure 1 – West Columbia Pump Station Location

TASK 100 – Evaluation and Design Phase Administration

110 General Project Administration

Consultant 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. As part of project administration, Consultant will:

- Participate in design review and progress meetings with the CITY as outlined.
- Submit monthly invoices, including amounts invoiced by sub-consultants in a timely manner and in accordance with the CITY's invoicing procedures.
- Provide a detailed project schedule within one week of execution of the Contract.
- Provide monthly progress reports with the invoice, to include a summary of activities performed for the invoicing period and an update to the project schedule.

- Plan and perform project quality control and quality assurance.
- Project Administration will terminate at the completion of Task 200 under the current scope. If Engineering services during design and bidding are authorized later by amendment, Project Administration will terminate at the completion of Task 700.

120 Coordination Meetings

Throughout the project, Consultant will maintain regular contact through the CITY's staff. Progress meetings include:

- Project Kickoff meeting. The Project Kick-Off Meeting will include discussions about the project scope, responsibilities, critical issues, key schedule items, coordination, and decision criteria. The kickoff meeting will include review of the existing design and layout, revisions and alternatives to meet the CITY's needs, and identify a clear path forward for the preliminary design task.
- Monthly progress meetings with CITY's Project Manager for duration of project of Tasks 100 through 280 and will include two Workshops, Draft PDR, and Final PDR (30-Percent Design) Review Meetings.

The Consultant will issue meeting minutes for each meeting. At the Workshops and PDR meetings the Consultant will compile all comments received during the meetings and respond to one consolidated set of comments from the CITY utilizing the CITY's Standard Comment Form. Responses to the comments will be checked for acceptance by individual commenters before being accepted and closing out the individual comment. Electronic copies of the contract documents will be delivered in PDF format and loaded to SharePoint unless specified otherwise.

130 Project Management & Coordination with the CITY

- Consultant will communicate with the CITY through a single point of contact, Consultant's Project Manager.
- Consultant will use SharePoint, provided by the CITY, to share and file documentation of project progress, data, decisions, deliverables, design and management of the project.
 - All documents should be loaded to SharePoint within seven (7) days. Consultant is responsible for checking the site monthly and addressing any deficiencies to verify that content is current, follows the CITY's standard naming convention for documents, and that all content is loaded under the most appropriate category for each document. Consultant is responsible for breaking out documents such as invoices, monthly progress reports, schedules, etc. into separate categories (not scanning and loading multiple category documents into one file) so they can easily be found by searching by category and/or by document name.
- Consultant will adhere to and update Gantt schedule as shown in Exhibit C.

- Consultant will conduct coordination meetings as outlined in Task 120 of this agreement.

140 Public Outreach

Public relations is not anticipated for this project but can be authorized at a later date if needed.

150 Mentor-Protégé Program

Consultant and 4D Engineering will provide the following in compliance with the City of Columbia's Mentor-Protégé Program:

- Consultant will continue the existing Mentor-Protégé Agreement with 4D Engineering.
- Consultant will update the existing Mentor-Protégé Business Plan per the "City of Columbia Mentor-Protégé Program Guidelines."
- The updated Mentor-Protégé Project Scope and Mentor-Protégé Business and Implementation Plans will be presented to the City of Columbia for approval.
- Schedule and attend all quarterly developmental meetings.
- Comply with deadlines for furnishing information required under the Mentor-Protégé Program.
- Document and maintain copies of communications between the Mentor and the Protégé.
- Prepare and submit a quarterly report form to the City of Columbia's Office of Business Opportunities.

TASK 200 – Preliminary Planning, Investigation, Engineering and Alternative Analysis

210 General Data Collection, Field Recon and Coordination

- Consultant will coordinate with the CITY to obtain record drawings, equipment submittal and performance information, SCADA data, etc. for the pump station.
- Consultant will obtain county tax map records for identifying property potentially affected by the project.
- Consultant will obtain SCDOT, Utilities, and CITY maps for easement and right-of-way information, as applicable.
- Consultant will meet with CITY staff on site to review the condition and performance of ancillary equipment (standby power, generator, hoist, grinders, meters, etc.) and ongoing operations and maintenance challenges at the existing pumping station with CITY staff to ensure that the design of the new facilities will minimize these challenges.
- Consultant will verify existing pump operating conditions (including pipe connectivity, dimensions, discharge locations and control strategies) and conduct field testing of the existing pumping equipment over a range of

conditions in order to assess current individual and combined pump performance and compare the results with recent testing conducted separately by the CITY. The pump station performance tests should consider verification of force main hydraulics, to the extent practical. These tests will be performed by the Consultant with only limited assistance from City staff.

220 Alternative Development and Evaluation

- Consultant will develop and evaluate short-term, easily-implementable system improvements that could allow the WCPS to achieve its reported theoretical firm capacity of 24 mgd. Evaluation will include:
 - Identification and analysis of hydraulic benefits achieved by cleaning the force main if pump performance tests (Task 210) show that the existing force main condition is restricting pump capacity. This is a primary alternative and if cost-effective pump capacity benefits can be achieved by cleaning the force main, the consultant may begin design of the force main cleaning documents (Task 500), with the City's approval, without completion of the PDR. The PDR assessment shall include the development of an approach to the inspection and cleaning of the force main, the identification of cleaning procedures and the need for and locations of FM inspection/pigging stations, final inspections, and estimated costs to complete the FM reconditioning program. The need for pre-inspection should be considered against an approach using allowance for sediment removal. This task will be summarized in a separate technical memorandum to allow the CITY to proceed with the project immediately.
 - In conjunction with Task 275 Consultant shall evaluate and confirm that the current wet well layout is not inhibiting attainment of 24 mgd.
 - Consultant will conduct a desktop analysis to evaluate the impacts of discharging directly to the MWWTP IPS instead of the current discharge to preliminary treatment facility. The desktop analysis will consider system head conditions, existing pump performance, and potential FM condition improvements. The analysis will determine the pump station flow rates that can be achieved by current and improvement system head conditions with the two different discharge points using the existing pumping equipment (assuming Pump #1 is repaired).
- If pumping to the existing IPS is a viable option (from the above evaluation), Consultant will review available WWTP design documents and coordinate with CITY's WWTP design consultant to assess the ability of the influent pump station to receive peak flows directly from the WCPS and what, if any, improvements would be required to implement this change. These efforts will include:
 - Meet with MWWTP staff to discuss the proposed WCPS FM discharge plan. Identify staff concerns with the proposed relocation of the discharge including any potential electrical/peak power and operational issues against

- the modification. These issues will be evaluated to determine their impact on the proposed FM change.
- Consultation and coordination with CITY's WWTP consultant to identify any existing evaluations and capital planning and cost information already developed for the influent pump station and to identify the range of flow that can be accepted at each discharge point under existing conditions and with any planned WWTP improvements.
 - Consultation and coordination with the CITY's WWTP consultant to develop planning level improvements to accommodate peak flows from the WCPS up to 30 and 40 MGD. Consultant shall develop estimated construction costs for these improvements based solely on concept level sketches and available information on the existing station. Neither detailed analysis nor preliminary design of improvements at this location are included in this scope of work.
 - Consultant will identify piping, flow control valving and automation requirements to allow automated routing of WCPS flows to either the preliminary treatment facility (typical) or influent pump station and develop planning level construction costs for these proposed improvements. The automated plan shall consider storm specific/flow criteria to only revert to the IPS discharge point for higher flow events.
 - Consultant will develop and evaluate up to four (4) alternatives to upgrade the WCPS to achieve 26 mgd firm capacity using the existing wetwell and pump modifications, which may include the following components:
 - Complete an analysis of the existing wet well to determine the hydraulic limitations of the existing wet well design for 26 mgd flows and identify low-cost modifications that could be completed in the wet well to improve pump suction hydraulics.
 - Complete a preliminary design level analysis to evaluate potential pump and motor replacement combinations to achieve a firm pump capacity of 26 mgd. At a minimum, this effort may involve consideration of:
 - Upgrading all four pumps with new impellers
 - Replacement of two of the four pumps with larger pump capacities.
 - Replacement of all four pumps with new pumps (that are theoretically better matched to meet the required capacity)
 - Changing the discharge location of the existing force main to the WWTP IPS to reduce pumping head/increase flow rate from existing or new pumps
 - The new pump upgrades will be evaluated based on motor sizing, suction and discharge connection piping changes, electrical efficiencies and long-term operational costs and the impact to existing electric power and distribution equipment and housing and pump removal and maintenance. Electric power is housed above grade for flood protection. The evaluation will consider the platform and building expansion requirements for electric equipment in the analysis. The Consultant should also consider if reduced

- voltage starters versus VFDs on some of the motors could benefit operations and minimize electrical building expansion requirements.
 - Constructability and bypass pump operations to complete the improvements will be considered in the alternatives.
 - Conceptual plan and section drawings will be developed to support the workshop discussion, cost development, and evaluation of alternatives.
- Consultant will develop and evaluate up to three (3) alternatives for pump station upgrades required to meet 30 mgd and 40 mgd capacities for future build-out conditions on a conceptual plan level. Computations completed in Task 275 will determine the flow limitations for the existing pump station wet well. Capacity alternatives to meet these future demands may include:
 - Upgrade the existing station to utilize existing below-grade structures (bypass pump and grinder pump vaults) as new wetwells and/or modifications to the existing wet well to enhance capacity. The assessment will include any facility modifications to house large electrical equipment (primary and secondary power distribution) and ventilation at a flood proof elevation and will consider necessary supporting modifications to ancillary equipment (including metering) to develop a complete conceptual plan and estimated costs for future pump station capacity upgrade improvements, including bypass pumping to maintain existing station operations.
 - Build a new station rated for 30 mgd with the ability to upgrade to 40 mgd in build-out conditions. Review available adjacent sites that could be acquired by the CITY to construct the new station in the future. Conceptual levels costs for the station shall including connecting sewers and force mains to existing site.
 - As a hybrid of the above alternatives, maximize the capacity of the existing structures and construct new wet well capacity on-site to supplement existing structures.
- Each alternative may consider the alternative pump discharge location described above if found to be viable per the evaluations described above.
- The alternatives development will include a hydraulic analysis, preliminary equipment and piping layouts, and an assessment of structural modifications, electrical and instrumentation requirements, and equipment enclosure requirements/flood-proofed facilities, etc. for each alternative
- All alternatives shall include an estimate of capital and operations and maintenance costs.
- Decision factors for the alternative analysis will be developed by the Consultant and reviewed by the CITY. Possible evaluation factors include; cost, subsurface conditions (using available geotechnical information), constructability, access for maintenance, public impact, property and easement requirements, permitting, utility conflicts and new utility layouts, and other relevant factors as to provide recommendations for the most economical and reliable solution.
- Consultant will size the upgraded and new pump stations in accordance with SCDHEC regulations, the CITY standards, permitting requirements, and standard civil engineering practices (including Hydraulic Institute standards).

230 Preliminary Agency Coordination and Meetings (NOT USED)

240 Preliminary Utility Coordination and Meetings (NOT USED)

250 Design Criteria

- CITY will provide the hydraulic modeling report prepared by Hazen for the WCPS and available design/planning documents for the WWTP influent pump station to support the sizing of the proposed pump station design.
- Consultant will design pump station improvements in accordance with SCDHEC regulations, the CITY standards, permitting requirements, and standard engineering practices (ASTM, HI, etc.).

260 Opinion of Probable Construction Cost and Schedule

- As part of the alternative development the Consultant will prepare an AACE Class 4 opinion of probable construction cost and project schedule for each alternative.

270 Alternative Development and Evaluation Workshops

- As part of the monthly meetings, consultant will conduct an initial Workshop with the CITY to present the facts, assumptions, basis for analysis and proposed alternatives. The purpose of this workshop is to refine the alternatives that will be further developed and analyzed, including physical hydraulic modeling in Task 275.
- As part of the monthly meetings, Consultant will conduct a second Workshop to present the developed alternatives and develop a list of evaluation criteria, which will be ranked and weighted based on the CITY's priorities. This process will assign point values to various considerations and requirements to fairly evaluate each option and providing a ranking of the best option.

275 Physical Hydraulic Model Study

- The Consultant will subcontract with Clemson Engineering Hydraulics (CEH) to perform a physical hydraulic model study of the pump station including influent bypass chamber, grinder channel, wet well, and suction intake to: (1) evaluate existing hydraulic conditions in the wet well in order to identify potential solutions for existing pumping capacity issues, (2) evaluate alternatives to maximize pumping capacity from the existing wet well, and (3) evaluate potential use of the influent diversion chamber for supplemental pumping. The modeling scope will include the scenarios identified under Scope Item 220 as part of the Alternative Development and Evaluation Workshop.

- The Consultant in coordination with CEH will prepare draft and final narrative in the PDR containing methodology, procedures, conclusions and recommendations, as well as all data and documentation acquired during the modeling.

280 Preliminary Design Report (PDR)

- Consultant will prepare a PDR documenting the following:
 - Summary of the existing equipment and operations assessment
 - Summarize the pump performance tests and operating assessment
 - Hydraulic evaluation of influent connecting sewer, wet well, pumps, force mains, and alternative discharge locations at the WWTP.
 - Incorporate the technical memorandum on FM inspection and cleaning
 - Discussion of the alternatives considered for both increasing the existing pumping station capacity to 26 mgd and for consideration of alternatives to provide a future build-out pump capacity of either 30 mgd or 40 mgd.
 - For the alternatives remaining after the second Alternatives Development Workshop
 - Alternatives comparison and ranking
 - Construction and lifecycle costs
 - Construction sequencing
 - For the recommended scope of improvements to achieve 26 mgd, the PDR shall contain the following:
 - Plan and section drawings of proposed pump station, WCPS yard piping and, if applicable, WWTP site piping improvements
 - Detailed schedule for design and construction
 - Recommendations for operational improvements
 - Bypass pumping requirements
 - Operation and maintenance considerations
 - Summary of easements and land required
 - Proposed construction materials
 - Initial Process and Instrumentation Diagram with proposed improvements
 - It is anticipated that the results of the physical hydraulic modeling, under Task 275, will be included in the PDR
- The Draft PDR will be submitted to the CITY for distribution for review and comment. Upon mutual affirmation that all comments have been addressed, the PDR will be finalized. The Final PDR submittal will be considered the 30-percent overall project completion, at which time the CITY and Consultant may begin the preparation of a scope for Tasks 300 through 1000 for pump station capital improvements beyond the FM cleaning and the MWWTP flow control valves discussed in Task 500.

TASK 300 – Survey and Utility Mapping

Scope of Services for Survey and Utility Mapping will be developed following submittal and acceptance of the final PDR. These services shall not start until authorized by the CITY through a Contract Amendment.

TASK 400 – Geotechnical Investigation

Scope of Services for Geotechnical Investigation will be developed following submittal of the final PDR. These services shall not start until authorized by the CITY through a Contract Amendment.

TASK 500 – Final Design

501 WCPS FM Condition Assessment and Cleaning Project

- Consultant will prepare contract documents, technical specifications, and drawings for the following:
 - Connection / entry point (i.e. pigging station) onto the WCPS FM, located at the West Columbia PS site, for the ability to insert inspection and cleaning equipment based on the approach summarized in the PDR effort.
 - Intermediate connection points along the WCPS FM for removal of cleaning equipment, debris, and inspection equipment (up to 4 locations). These details will be based on existing survey or GIS.
 - Miscellaneous details to include erosion & sedimentation control plans, access points (ingress/egress), dewatering points, etc.
 - Technical specifications for piping, valves, fittings, civil improvements
 - Performance based technical specifications for pipe cleaning, debris removal, and inspection/condition assessment
- Consultant will provide Opinion of Probable Construction Cost for each design submittal
- A total of three (3) design submittals will be provided; 60% (intermediate design), 90% (considered the permit set), and 100% (considered the Bid Documents)

502 WCPS FM Discharge Improvements Project

- Consultant will prepare contract documents, technical specifications, and drawings for the following:
 - WCPS FM discharge improvements, to include at least one new flow control valve and possibly replacement of the two existing valves, motorized actuators, instrumentation, vaults and detailed connections to automatically divert all or a portion of the flow from the Mill Creek Pump

- Station and West Columbia Pump Station to either the MWWTP preliminary treatment or the IPS wet well.
- Plan will be developed on existing survey or GIS. Geotechnical assessments for vaults will utilize existing MWWTP data.
- Miscellaneous details to include erosion & sedimentation control plans, access points (ingress/egress), dewatering points, etc.
- Technical specifications for piping, valves, fittings, civil improvements
- Consultant will provide Opinion of Probable Construction Cost for each design submittal
- A total of three (3) design submittals will be provided; 60% (intermediate design), 90% (considered the permit set), and 100% (considered the Bid Documents)

Scope of Services for Final Design of any additional improvements at the West Columbia Pump Station, or as otherwise described above for the WCPS FM Condition Assessment and WCPS FM Discharge Improvements, will be developed following submittal of the final PDR. . These services shall not start until authorized by the CITY through a Contract Amendment.

TASK 600 – Permits and Property

601 Permits and Property; WCPS FM Condition Assessment and Cleaning Project and WCPS FM Discharge Improvements Projects

- Construction Permit (each project): Upon CITY approval of the ninety (90%) percent completion documents, Consultant will submit copies of the project plans and specifications for final review and approval by the South Carolina Department of Health and Environmental Control (SCDHEC); work with SCDHEC and assist the CITY in efforts to obtain the necessary permits and/or approvals; and furnish SCDHEC with the required number of copies of plans and specifications needed for review and approval.
- Stormwater Permit (each project): The scope assumes a Notice of Intent (NOI) Application for Stormwater Discharges from Construction Activities (sediment and erosion control permit) will be required by the City of Columbia. Upon CITY approval of the ninety (90%) percent completion drawings, Consultant's subcontractor, 4D Engineering, will prepare a Stormwater Pollution Prevention Plan and NOI application for submittal and approval by the City of Columbia. Consultant will provide all required submittal copies and respond to all inquiries by the CITY.
- Property: The Consultant will prepare up to four (4) ingress/egress easements for the City's access to/from the intermediate connection points along the Congaree Force Main for removal of cleaning equipment, debris, and inspection equipment

602 Permit Application Fees:

- The Consultant will utilize this Not-to-Exceed task for direct costs associated with permit fees. No labor is included in this Task. A total of \$4,000 of permit fees are anticipated. The estimated fees for permits are as follows:
 - SCDHEC Construction Permit (Interim Improvements) - \$700
 - Stormwater Permit and Inspection Fees - \$3,000
 - Other - \$300
- This cost will cover all permit fees apart from any wetland mitigation fees. The limit as identified in the proposal is a ‘not-to-exceed’ value without written consent of the CITY

Scope of Services for Permits and Property of any additional improvements at the West Columbia Pump Station, or as otherwise described above for the West Columbia Pump Station Force Main Condition Assessment, will be developed following submittal of the final PDR. These services shall not start until authorized by the CITY through a Contract Amendment.

TASK 700 – Bidding and Award

701 Bidding and Award; WCPS FM Condition Assessment and Cleaning Project

701.1 Bidding Assistance

- Consultant will provide services during the bidding phase to include attending a pre-bid conference, providing technical interpretation of the bid documents, issuing addenda, assisting with responses to requests for information (RFI's), and attending the bid opening.
- It is assumed that the duration of the Bid Period will be forty-five (45) days and that the CITY will be distributing the bid packages. An additional sixty (60) days is assumed from selection of the Contractor to the issuance of the Notice to Proceed.
- While a formal prequalification process is not anticipated, Consultant will work with the CITY to include qualification requirements in the Specifications that will be submitted by the bidders with the bids.

701.2 Award Recommendation

- Consultant will review bids received and assist City in evaluating the bids and recommending award of the contract. This shall include reviewing bid forms for mathematical accuracy and conducting phone interviews with the low bidder's references. The Consultant will provide the City a letter of recommendation to award.

701.3 Conformed Documents

- Consultant will prepare Conformed Documents that incorporate Addenda items. The Conformed Documents will be used for construction. The Consultant will provide the City and Contractor each (3) hard copy sets and (1) digital set (in Adobe PDF format) of the Conformed Documents.

Scope of Services for Bidding and Award of any additional improvements at the West Columbia Pump Station, or as otherwise described above for the West Columbia Pump Station Force Main Condition Assessment and Cleaning, will be developed following submittal of the final PDR. These services shall not start until authorized by the CITY through a Contract Amendment.

702 Bidding and Award; WCPS FM Discharge Improvements Project

701.1 Bidding Assistance

- Consultant will provide services during the bidding phase to include attending a pre-bid conference, providing technical interpretation of the bid documents, issuing addenda, assisting with responses to requests for information (RFI's), and attending the bid opening.
- It is assumed that the duration of the Bid Period will be forty-five (45) days and that the CITY will be distributing the bid packages. An additional sixty (60) days is assumed from selection of the Contractor to the issuance of the Notice to Proceed.
- While a formal prequalification process is not anticipated, Consultant will work with the CITY to include qualification requirements in the Specifications that will be submitted by the bidders with the bids.

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Scope of Services for Bidding and Award of any additional improvements at the West Columbia Pump Station, or as otherwise described above for the West Columbia Pump Station Force Main Discharge Improvements Project, will be developed following submittal of the final PDR. These services shall not start until authorized by the CITY through a Contract Amendment.

TASK 800 – Engineering Services During Construction

801 Engineering Services During Construction; WCPS FM Condition Assessment and Cleaning Project

801.1 General

- Consultant will assist the City with contract administration and provide part-time observation of the construction work. It is anticipated that the construction period for the project will be 6 months (180 days) for substantial completion and 30 days for final completion for a total construction duration of 210 days.
- The Consultant will provide general services during construction as described herein. In the performance of its services during the Construction Phase, the Consultant shall not supervise, direct or have control over Contractor's work nor shall the Consultant have authority over or responsibility for the means, methods, techniques, sequences, procedures of construction or safety precautions and programs incidental to the work selected by the Contractor's, or for any failure of the Contractor's compliance with laws, rules, regulations, ordinances, codes or orders applicable to Contractor's.

801.2 Administration of Construction Contract

- As part of general administration of the construction contract, the Consultant will consult with and advise the City and act as its representative during the construction period. The Consultant will provide minimal contract administration and general services required for the Project, including:
- As City's representative for the duration of the construction contract, all communications to and from the contractor shall go through the Consultant. On behalf of the City, the Consultant shall administer the construction contract, respond to Contractor's correspondence, and issue instructions from the City.
- Prior to pre-construction meeting, in conjunction with the contractor, prepare a list in spreadsheet format of required shop drawing submittals, a list of required testing procedures (field tests, shop tests, and performance tests), a list of required warranties, and a list of required material samples and distribute these lists to all parties. These lists shall be inclusive of all submittals required as part of the Contract Documents. Additionally, these lists shall be updated as needed throughout the

construction process and shall be used to track dates and approvals of actual submittals.

- Hold a pre-construction meeting and monthly progress meetings that address critical schedule requirements, payment procedures, emergency procedures, schedule updates, coordination issues, change orders, quality assurance testing approvals, and any other issues related to completion of the project. One pre-construction meeting and 6 monthly progress meetings are budgeted.
- Document and store all project related files in SharePoint. This includes but is not limited to, logs, submittals, emails, record drawings, meeting minutes, all quality testing results, change orders, potential change orders, requests for information, monthly schedule updates, monthly progress meeting minutes, other meeting minutes, monthly work summary spreadsheets, pay applications, permits, decisions, deliverables etc. The Consultant may place a portion of the burden on the Contractor through the construction documents, but the Consultant is ultimately responsible in ensuring that all documents are loaded. Consultant is responsible for ensuring that all documents loaded are in final approved format All documents should be loaded within seven (7) days to SharePoint. Consultant is responsible for checking the site monthly and addressing any deficiencies to ensure all content is current, follows the City's standard naming convention for documents, and that all content is loaded under the most appropriate category for each document. Consultant is responsible for breaking out documents such as invoices, monthly progress reports, schedules, etc. into separate categories and not scanning and loading multiple category documents in one file so they can easily be found by searching in categories and by document name.

801.3 Submittal & Review of Applications for Payment

- Based on on-site observations and review of the applications for payment with the accompanying data and schedules, the Consultant will determine the amounts payable to Contractor on a monthly basis. The Consultant will then recommend by email to the City, payments reasonably due to Contractor.
- The Consultant will review and approve (or take other appropriate action with respect to) Shop Drawings and samples, the results of tests and inspections, post rehabilitation data and media, bypass plans, dewatering plans, site management plans and all other data that the Contractor is required to submit for conformance with the Contract Documents; and receive and review (for general content as required by the Specifications) maintenance and operating schedules and instructions, guarantees, bonds and certificates of inspection which are to be assembled by the Contractor in accordance with the Contract Documents, and transmit them to the City with written comments.

- The Consultant will issue necessary interpretations and clarifications of the Contract Documents; have authority, as the City's representative, to require special inspection or testing of the work; act as initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the work thereunder, and make decisions on all claims of the City and Contractor relating to the acceptability of the work or the interpretation of the requirements of the Contract Documents pertaining to the execution and progress of the work.
- Work Change Directives will be issued to document required work not contained in the Contract Documents. A log of changes shall be kept on SharePoint. This scope does not include reissuing the drawings.

801.4 Change Orders and Time Extensions

- The Consultant will provide services in connection with up to (2) change orders to the Construction Contract to reflect minor changes or deletions requested by the City/Consultant or the Contractor and make revisions to Drawings and Specifications. An accurate listing of additional costs and credits as a result of change orders will be maintained by the Consultant. Upon receipt of a requested change order, the Consultant will review it in detail and then discuss it with the City, and together, will determine the manner in which to proceed. Larger changes or claims asserted by Contractor and major redesigns requested by the City or Contractor may require additional analyses or evaluation beyond the scope of this Contract. A log of all change orders and time extensions pending and approved shall be maintained as a part of the monthly construction progress meeting minutes.

801.5 Quality Assurance Testing

- The Consultant will specify the quality assurance testing that is necessary for the project in the construction specifications relative to its designs and as defined in the City specifications. Consultant is responsible for ensuring that all tests required during the construction project are enforced, documented, logged, and all logs and documents are loaded into SharePoint.

801.6 Site Visits and Observations by Engineer

- The Consultant shall provide (26) 6-hour site visits to observe the progress and quality of the executed work of the Contractor and to determine, in general, if such work is proceeding in accordance with the Contract Documents. During the Consultant's visits, the Consultant shall keep the City informed of the progress of the work, shall endeavor to guard the City against defects and deficiencies in such work, and may recommend to the City disapproval or rejection of work failing to conform to the Contract Documents.
- The level of construction observations required under the contract will vary based on the field activities being completed at any given time. The construction observation effort is broken down by sub-project (pigging/reception stations, condition

assessment, etc.). This scope includes site visits for (6) months (26-weeks) by the Project Engineer and/or the field representative an average of up to (6) hours per week.

- A construction observation report will be filled out for each visit and submitted to the City monthly along with the monthly progress report for the project.

Scope of Engineering Services During Construction of any additional improvements at the West Columbia Pump Station, or as otherwise described above for the WCPS FM Condition Assessment and Cleaning, will be developed following submittal of the final PDR. These services shall not start until authorized by the CITY through a Contract Amendment.

802 Engineering Services During Construction; WCPS FM Discharge Improvements Project

802.1 General

- Consultant will assist the City with contract administration and provide part-time observation of the construction work. It is anticipated that the construction period for the project will be 4 months (120 days) for substantial completion and 30 days for final completion for a total construction duration of 150 days.
- The Consultant will provide general services during construction as described herein. In the performance of its services during the Construction Phase, the Consultant shall not supervise, direct or have control over Contractor's work nor shall the Consultant have authority over or responsibility for the means, methods, techniques, sequences, procedures of construction or safety precautions and programs incidental to the work selected by the Contractor's, or for any failure of the Contractor's compliance with laws, rules, regulations, ordinances, codes or orders applicable to Contractor's.

802.2 Administration of Construction Contract

- As part of general administration of the construction contract, the Consultant will consult with and advise the City and act as its representative during the construction period. The Consultant will provide minimal contract administration and general services required for the Project, including:
- As City's representative for the duration of the construction contract, all communications to and from the contractor shall go through the Consultant. On behalf of the City, the Consultant shall administer the construction contract, respond to Contractor's correspondence, and issue instructions from the City.
- Prior to pre-construction meeting, in conjunction with the contractor, prepare a list in spreadsheet format of required shop drawing submittals, a list of required testing procedures (field tests, shop tests, and performance tests), a list of required warranties, and a list of required material samples and distribute these lists to all

parties. These lists shall be inclusive of all submittals required as part of the Contract Documents. Additionally, these lists shall be updated as needed throughout the construction process and shall be used to track dates and approvals of actual submittals.

- Hold a pre-construction meeting and monthly progress meetings that address critical schedule requirements, payment procedures, emergency procedures, schedule updates, coordination issues, change orders, quality assurance testing approvals, and any other issues related to completion of the project. One pre-construction meeting and 4 monthly progress meetings are budgeted.
- Document and store all project related files in SharePoint. This includes but is not limited to, logs, submittals, emails, record drawings, meeting minutes, all quality testing results, change orders, potential change orders, requests for information, monthly schedule updates, monthly progress meeting minutes, other meeting minutes, monthly work summary spreadsheets, pay applications, permits, decisions, deliverables etc. The Consultant may place a portion of the burden on the Contractor through the construction documents, but the Consultant is ultimately responsible in ensuring that all documents are loaded. Consultant is responsible for ensuring that all documents loaded are in final approved format All documents should be loaded within seven (7) days to SharePoint. Consultant is responsible for checking the site monthly and addressing any deficiencies to ensure all content is current, follows the City's standard naming convention for documents, and that all content is loaded under the most appropriate category for each document. Consultant is responsible for breaking out documents such as invoices, monthly progress reports, schedules, etc. into separate categories and not scanning and loading multiple category documents in one file so they can easily be found by searching in categories and by document name.

802.3 Submittal & Review of Applications for Payment

- Based on on-site observations and review of the applications for payment with the accompanying data and schedules, the Consultant will determine the amounts payable to Contractor on a monthly basis. The Consultant will then recommend by email to the City, payments reasonably due to Contractor.
- The Consultant will review and approve (or take other appropriate action with respect to) Shop Drawings and samples, the results of tests and inspections, post rehabilitation data and media, bypass plans, dewatering plans, site management plans and all other data that the Contractor is required to submit for conformance with the Contract Documents; and receive and review (for general content as required by the Specifications) maintenance and operating schedules and instructions, guarantees, bonds and certificates of inspection which are to be assembled by the Contractor in accordance with the Contract Documents, and transmit them to the City with written comments.

- The Consultant will issue necessary interpretations and clarifications of the Contract Documents; have authority, as the City's representative, to require special inspection or testing of the work; act as initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the work thereunder, and make decisions on all claims of the City and Contractor relating to the acceptability of the work or the interpretation of the requirements of the Contract Documents pertaining to the execution and progress of the work.
- Work Change Directives will be issued to document required work not contained in the Contract Documents. A log of changes shall be kept on SharePoint. This scope does not include reissuing the drawings.

802.4 Change Orders and Time Extensions

- The Consultant will provide services in connection with up to (2) change orders to the Construction Contract to reflect minor changes or deletions requested by the City/Consultant or the Contractor and make revisions to Drawings and Specifications. An accurate listing of additional costs and credits as a result of change orders will be maintained by the Consultant. Upon receipt of a requested change order, the Consultant will review it in detail and then discuss it with the City, and together, will determine the manner in which to proceed. Larger changes or claims asserted by Contractor and major redesigns requested by the City or Contractor may require additional analyses or evaluation beyond the scope of this Contract. A log of all change orders and time extensions pending and approved shall be maintained as a part of the monthly construction progress meeting minutes.

802.5 Quality Assurance Testing

- The Consultant will specify the quality assurance testing that is necessary for the project in the construction specifications relative to its designs and as defined in the City specifications. Consultant is responsible for ensuring that all tests required during the construction project are enforced, documented, logged, and all logs and documents are loaded into SharePoint.

802.6 Site Visits and Observations by Engineer

- The Consultant shall provide (20) site visits to observe the progress and quality of the executed work of the Contractor and to determine, in general, if such work is proceeding in accordance with the Contract Documents. During the Consultant's visits, the Consultant shall keep the City informed of the progress of the work, shall endeavor to guard the City against defects and deficiencies in such work, and may recommend to the City disapproval or rejection of work failing to conform to the Contract Documents.
- The level of construction observations required under the contract will vary based on the field activities being completed at any given time. The construction observation effort is broken down by sub-project (site preparation, demolition, discharge

improvements, etc.). This scope includes site visits for (4) months (12-weeks) by the Project Engineer and/or the field representative for up to (20) 4 hour visits.

- A construction observation report will be filled out for each visit and submitted to the City monthly along with the monthly progress report for the project.

Scope of Engineering Services During Construction of any additional improvements at the West Columbia Pump Station, or as otherwise described above for the WCPS PS Discharge Improvements, will be developed following submittal of the final PDR. These services shall not start until authorized by the CITY through a Contract Amendment.

TASK 900 – Full Time Construction Inspection

This service is not provided under this agreement. If needed, these services shall not start until authorized by the CITY through a Contract Amendment.

TASK 1000 – Project Closeout

1001 Project Closeout; WCPS FM Condition Assessment and Cleaning Project

1001.1 Record Drawings

- Consultant will prepare record drawings in electronic format as approved by the City and in accordance with the City's record drawing standards. The final record drawings will be delivered in electronic format compatible to the City's GIS system.

1001.2 Punch List and Final Inspections

- The Consultant will conduct a walk-through inspection with the Contractor and the City to determine if the Project has reached substantial and/or final completion and prepare a punch list of work items remaining. The Consultant will conduct one final inspection to determine if the work is acceptable so that the Consultant may recommend, in writing, final payment to the Contractor and may give written notice to the City and the Contractor that the work is acceptable. The Consultant will observe the work of the Contractor to see that it has been completed in substantial accordance with respect to the Drawings and Specifications prepared by the Consultant.

1001.3 O&M Submittal

- The Consultant shall review up to 3 Operation and Maintenance (O&M) manuals, and provide a spreadsheet summarizing the required O&M task and duration for the City to input into its consolidated management system.

1001.4 Digital Information Submittal (See Task 1001.3 above)

1001.5 Final Notice of Acceptability

- At the conclusion of the project, the Consultant will receive, review and transmit to the City with written comments all guarantees, bonds, and certificates that are required by the Contract Documents. All database submittals shall meet the City's formatting and naming requirements and include all fields defined by the City. Any tables created as a part of the record drawings shall also be submitted in Excel format and loaded to SharePoint.

Scope of Services for Project Closeout of any additional improvements at the West Columbia Pump Station, or as otherwise described above for the West Columbia Pump Station Force Main Condition Assessment, will be developed following submittal of the final PDR. These services shall not start until authorized by the CITY through a Contract Amendment.

1002 Project Closeout; WCPS FM Discharge Improvements Project

1002.1 Record Drawings

- Consultant will prepare record drawings in electronic format as approved by the City and in accordance with the City's record drawing standards. The final record drawings will be delivered in electronic format compatible to the City's GIS system.

1002.2 Punch List and Final Inspections

- The Consultant will conduct a walk-through inspection with the Contractor and the City to determine if the Project has reached substantial and/or final completion and prepare a punch list of work items remaining. The Consultant will conduct one final inspection to determine if the work is acceptable so that the Consultant may recommend, in writing, final payment to the Contractor and may give written notice to the City and the Contractor that the work is acceptable. The Consultant will observe the work of the Contractor to see that it has been completed in substantial accordance with respect to the Drawings and Specifications prepared by the Consultant.

1002.3 O&M Submittal

- The Consultant shall review up to 3 Operation and Maintenance (O&M) manuals, and provide a spreadsheet summarizing the required O&M task and duration for the City to input into its consolidated management system.

1002.4 Digital Information Submittal (See Task 1001.3 above)

1002.5 Final Notice of Acceptability

- At the conclusion of the project, the Consultant will receive, review and transmit to the City with written comments all guarantees, bonds, and certificates that are required by the Contract Documents. All database submittals shall meet the City's formatting and naming requirements and include all fields defined by the City. Any tables created as a part of the record drawings shall also be submitted in Excel format and loaded to SharePoint.

1020 Facility Start-Up Services for WCPS Discharge Improvements Project

- Provide start-up services on the WCPS FM Discharge point automation. Services provided under this task are delineated as follows:
 - Start-up Assistance and Training – Prior to final acceptance, Consultant will conduct operational testing of new equipment, troubleshooting of electrical and I&C issues that may arise, and enforcing 30-day performance tests. Consultant will also provide optimization assistance related to bringing the new facilities on-line. Optimization will include both on-site and teleconferencing assistance by Consultant senior level engineers from various disciplines and specialties. It is anticipated that a full month will be required. Additional Post-Construction Operational Assistance is provided under Task 1100.
 - Finalize Punchlist and Closeout Project – Consultant's lead discipline project engineers and construction manager will assist the RPR in reviewing the completed work at the intermediate and final inspection milestones. Consultant will develop and manage a punch list of items for the General Contractor to address, assist in resolving punch list items with the General Contractor, and perform follow-up inspections to verify the satisfactory resolution of all punch list items. Upon full and satisfactory completion of all required construction work, Consultant will issue a Certificate of Substantial Completion and Acceptance at which time the warranty period will commence.

1030 O&M Manual/Operator Training

- At the conclusion of the project, Consultant will receive, review and transmit to the CITY with written comments guarantees, Bonds, and certificates that are required by the Contract Documents and provided by the Contractor.
- Consultant to develop and organize an O&M manual and work closely with CITY in developing a preventive maintenance checklist and recommended spare parts inventory. O&M Manuals to be provided in electronic and hardcopy.

- Consultant will provide project specific operator training as the project construction is being completed and facilities are being placed into service. Consultant will train City Staff on the operational philosophy and details of operation. Training will be conducted on-site. Consultant will develop handouts and graphics to enhance the learning process and conduct hands-on training in the field for each class. Major support systems such as electrical and instrumentation and control will also be covered.

Scope of Services for Project Closeout of any additional improvements at the West Columbia Pump Station, or as otherwise described above for the West Columbia Pump Station Force Main Condition Assessment, will be developed following submittal of the final PDR. These services shall not start until authorized by the CITY through a Contract Amendment.

TASK 1100 – Additional Services

1110 General Task

The CITY reserves the right to amend this Agreement so that Consultant may furnish additional services such as those listed below:

- Surveying and mapping
- Geotechnical investigation
- Detailed design, beyond the extent described in Task 500
- Permitting, beyond the extent described in Task 600
- Bidding, beyond the extent described in Task 700
- Construction phase services, beyond the extent described in Task 800
- Full time construction inspection
- Flood Study or Flood Impact Analysis
- Additional meetings or workshops
- Transient Analysis

For services rendered under Task 1100 - Additional Services, compensation to the Consultant shall be negotiated with the CITY. An allowance is provided in this proposal to cover additional services. No additional services will be performed without written approval from the CITY.

ATTACHMENT A TO EXHIBIT A

RESPONSIBILITIES OF THE OWNER

The responsibilities of the CITY as described in Exhibit A are amended and supplemented as described below.

The CITY agrees to perform the following:

- Provide assistance in gaining access to all sewers and sewer easements for which field services will be provided.
- Notify Consultant of property owners who may pose problems with Consultant's ability to safely gain access to manholes and assist the Engineer with gaining safe access.
- For manholes and sewer line that may be surrounded by water of depth over 8" or require access to the right-of-way through water, assist Consultant by providing use of the CITY's amphibious, all terrain, off-road vehicle (Argo).
- Provide access to locked manholes.
- Respond to requests for information and review deliverables in a timely manner.
- Pay all permitting and other local fees arise from the work completed as part of this Agreement regarding railroad and/or Army Corps of Engineers
- Provide independent quality assurance testing required by the specifications or deemed reasonable by Consultant and CITY.
- Provide available data as requested in the agreement.

EXHIBIT B

**City of Columbia
CIP # SS7564
West Columbia PS Improvements
Schedule – Gantt Chart**

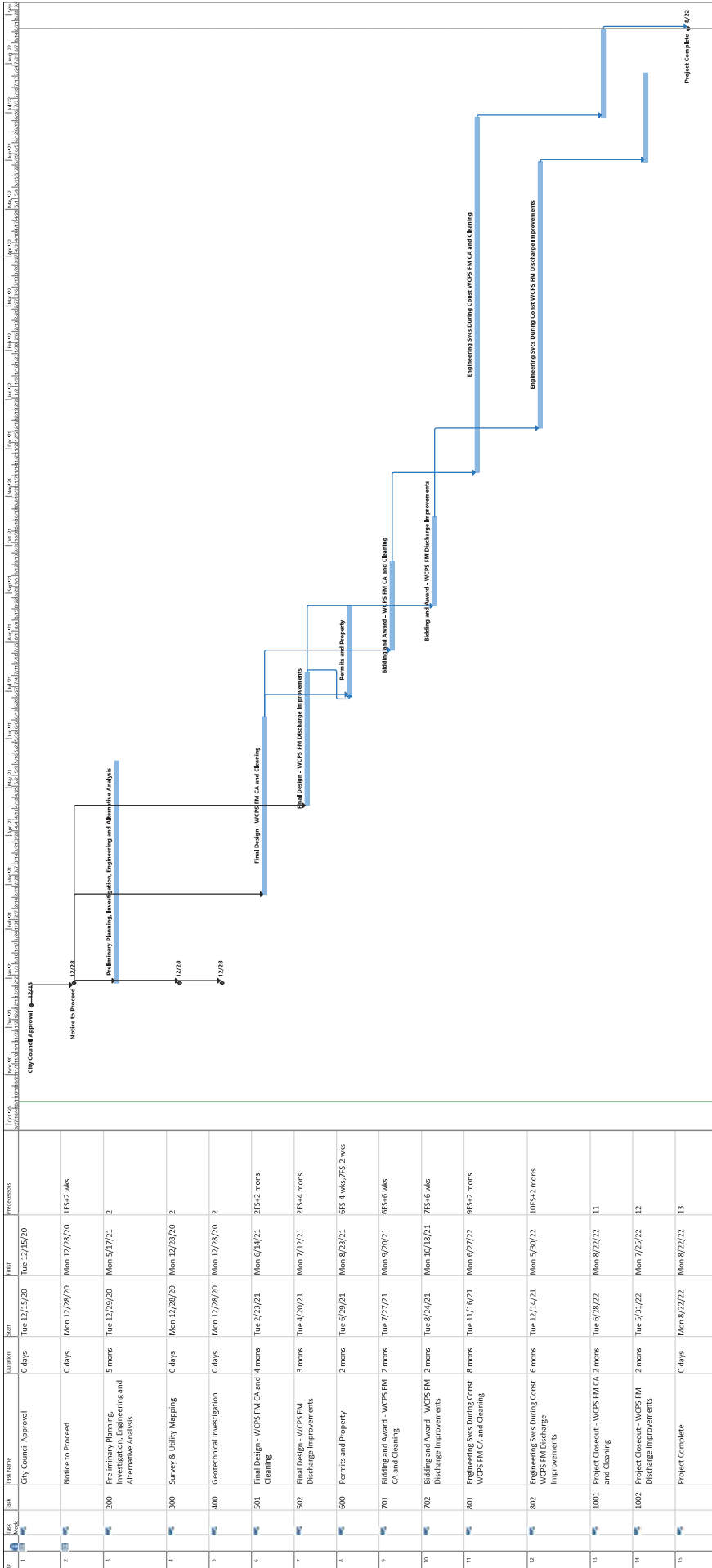


EXHIBIT C
COMPENSATION

City of Columbia
CIP # SS7564
West Columbia PS Improvements

Compensation for services provided under Tasks 100 through 1100 as outlined in Exhibit A, Scope of Services, is estimated to be a total of \$677,500.00. An estimated breakdown of the fee is shown in the following table:

Task	Description	Hours/ LS	Subconsultants	Total
100	Evaluation and Design Phase Administration	LS	\$ 18,160.00	\$ 44,100.00
200	Preliminary Planning, Investigation, Engineering and Alternative Analysis	LS	\$ 126,909.00	\$ 274,300.00
300	Survey and Utility Mapping	LS	-	-
400	Geotechnical Investigations	LS	-	-
501	Final Design – WCPS FM CA & Cleaning	LS	\$ 16,000.00	\$ 83,200.00
502	Final Design – WCPS FM Discharge Improvements	LS	\$ 16,820.00	\$ 89,600.00
600	Permits and Property	LS	\$ 5,690.00	\$ 15,700.00
650	Permit Application Fees	TE	\$ 0.00	\$ 4,000.00
701	Bidding and Award – WCPS FM CA & Cleaning	LS	\$ 3,325.00	\$ 14,600.00
702	Bidding and Award – WCPS FM Discharge Improvements	LS	\$ 4,675.00	\$ 16,500.00
801	Eng. Services during Construction – WCPS FM CA & Cleaning	LS	\$ 4,610.00	\$ 39,900.00
802	Eng. Services during Construction – WCPS FM Discharge Improvements		\$ 7,720.00	\$ 38,200.00
900	Full Time Construction Inspection	TE	-	-
1001	Project Closeout – WCPS FM CA & Cleaning	LS	\$ 1,965.00	\$ 8,000.00
1002	Project Closeout – WCPS FM Discharge Improvements	LS	\$ 3,865.00	\$ 24,400.00
1100	Additional Services	TE	\$ 10,000.00	\$ 25,000.00
	Total of Contract		\$ 219,739.00	\$ 677,500.00
	% of Contract to Subconsultants		32.4%	
	% of Contract to Protégé		20.0%	

LS – Lump Sum, invoiced by percent complete

TE – Time & Expense, invoiced by hours at the attached rate schedule plus expenses, sub-consultants, and other direct costs plus 10%

The Engineer's requirement for Subconsultant and/or Protégé Participation is 20%.

SCHEDULE OF HOURLY BILLING RATES
September 1, 2020
City of Columbia

Level	Engineering	Technical/Scientific	Administrative	Hourly Rate
A	Drafter Engineering Aide Inspection Aide	Field Service Technician III	Accountant I Word Processor III Office/Support Services IV	\$75
B	Engineer I Senior Drafter Senior Illustrator Inspector I	Geologist/Hydrogeologist I Scientist I Senior Field Service Technician	Accountant II Word Processor IV	\$95
C	Engineer II Inspector II Lead Drafter Lead Illustrator	Geologist/Hydrogeologist II Scientist II	Accountant III Area Business Operations Mgr Technical Writer Word Processing Supervisor	\$105
D	Engineer III Inspector III Senior Designer Supervising Drafter Supervising Illustrator	Geologist/Hydrogeologist III Scientist III	Accountant IV Administrative Manager	\$120
E	Senior Engineer Principal Designer Senior Construction Engineer Senior Engineer	Senior Geologist/Hydrogeologist Senior Scientist	Senior Technical Writer	\$140
F	Principal Engineer Principal Construction Engineer Supervising Designer	Principal Geologist/Hydrogeologist Principal Scientist	Corporate Contract Administrator	\$170
G	Supervising Engineer Supervising Constr. Engineer Supervising Engineer	Supervising Scientist Supervising Geologist/ Hydrogeologist	Assistant Controller	\$185
H	Managing Engineer	Managing Geologist/Hydrogeologist Managing Scientist	Area Bus Ops Mgr IV	\$200
I	Chief Engineer Executive Engineer	Chief Scientist Chief Geologist/Hydrogeologist	Corp Marketing Comm. Mgr.	\$225
J	Vice President Senior Vice President Chief Executive Officer			\$240

Unit Price Items:

Easements: \$850/Exhibit

Surveying: \$1,400/Day

Sub Consultants, Outside Services and Other Direct Costs: 10% markup

APPENDIX - Business Information Record for Subconsultants/Subcontractors

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

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

Business Name (as shown on W9 or SAM.gov) / 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)
4D Engineering 603 South Lake Drive Lexington, SC 29072	7000197787	Civil Assessment, Permitting, Design and Const. Admin.	\$108,500	16.0 %	WBE	FB
Chao & Associates 7 Clusters Ct. Columbia, SC 29210	7000028351	Structural Assessment and PDR Development	\$24,239	3.6 %	MBE	AM
Howard Engineering P.O. Box 237 Marietta, SC 29661	7000037740	Electrical Assessment and PDR Development, Design and Const. Admin	\$27,000	4.0 %	WBE	FB
Clemson Engineering Hydraulics 1203 Rivers Height Circle Anderson, SC 29621		Hydraulic Modeling	\$60,000	8.8 %	SBE	
				%		
				%		

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 \$ 219,739

TOTAL CONTRACT AMOUNT: \$ 677,500

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

Business Name: - Brown and Caldwell

Representative Name/Title: James F. Mazzei, Project Manager

Date: 10/15/2020

Business Information for Subconsultants/Subcontractors- Continued

Attachment: APPROVED West Columbia Pump Station Improvements (6310 : SS7564 West Columbia Pump Station Improvements)

List information for each Subcontractor or Subconsultant below.**1) Subcontractors Company information (Primary/Main office location)****4D Engineering**

Company Name

305 North Lake Drive

Physical Address

305 North Lake Drive

Mailing Address

Lexington, SC 29072

City/State Zip Code + 4

(803) 356-0909

Phone number

()

Fax number

Charlie Deep

Primary Contact Name

Justin Waring

Secondary Contact Name

Charlie@4DEngr.com

Primary Contact Email Address

Justin@4DEngr.com

Secondary Contact Email Address

46-1538715

Federal ID #

7000197787

Vendor #

2) Subcontractors Company information (Primary/Main office location)

Chao and Associates, Inc.

Company Name

7 Clusters Court

Physical Address

7 Clusters Court

Mailing Address

Columbia, SC 29210

City/State Zip Code + 4

(803) 772-8420

Phone number

()

Fax number

Jimmy Chao

Primary Contact Name

David Chao

Secondary Contact Name

jimmy@chaoinc.com

Primary Contact Email Address

davidc@chaoinc.com

Secondary Contact Email Address

57-0848493

Federal ID #

7000028351

Vendor #

3) Subcontractors Company information (Primary/Main office location)

Howard Engineering, Inc.

Company Name

5 River Ridge Road

Physical Address

Post Office Box 237

Mailing Address

Marietta, SC 29661

City/State Zip Code + 4

(864) 836-0440

Phone number

()

Fax number

Amy Howard

Primary Contact Name

Secondary Contact Name

ahoward@howardengineeringinc.com

Primary Contact Email Address

Secondary Contact Email Address

57-1038251

Federal ID #

7000037740

Vendor #

4) Subcontractors Company information (Primary/Main office location)

Clemson Engineering Hydraulics, Inc.

Company Name

1203 River Heights Circle

Physical Address

1203 River Heights Circle

Mailing Address

Anderson, SC 29621

City/State Zip Code + 4

(864) 231-9585

Phone number

()

Fax number

Dave Werth

Primary Contact Name

Secondary Contact Name

dwerth@ceh-lab.com

Primary Contact Email Address

Secondary Contact Email Address

20-5871960

Federal ID #

Vendor #

5) Subcontractors Company information (Primary/Main office location)

Company Name

Physical Address

Mailing Address

City/State Zip Code + 4

(____)

Phone number

(____)

Fax number

Primary Contact Name

Secondary Contact Name

Primary Contact Email Address

Secondary Contact Email Address

Federal ID #

Vendor #

6) Subcontractors Company information (Primary/Main office location)

Company Name

Physical Address

Mailing Address

City/State Zip Code + 4

(____)

Phone number

(____)

Fax number

Primary Contact Name

Secondary Contact Name

Primary Contact Email Address

Secondary Contact Email Address

Federal ID #

Vendor #



CITY OF COLUMBIA

Office of Business Opportunities Compliance
1401 Main Street 4th Floor | Columbia, South Carolina 29201
Phone: 803-545-4185

MENTOR PROTÉGÉ PROGRAM Implementation Plan

Date: October 15, 2020 Mentor Amount: \$542,000
Project Name: West Columbia PS Upgrades Mentor % of Total Contract: 80.0%
Project #: SS7564 Protégé Amount: \$135,500
Mentor: Brown and Caldwell Protégé % of Total Contract: 20.0%
Protégé: 4D Engineering Duration of the Project: 21 Months
Total Project Contract Amount: \$677,500

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.

A completed Business Information Records (BIR) form is required, and will be reviewed along with this Implementation Plan. **The information recorded in the BIR must be consistent with the Implementation 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.

BC has executed a Master Services Agreement with 4D Engineering. This project will be contracted via a task order to that MSA. 4D engineering will generally be responsible for site/civil work. 4D Engineering will focus design efforts on civil improvements and will sub-contract electrical services to Howard Engineering.

2. How does the work performed in this project relate to the goals identified in your MPP Team Agreement and Business Plan?

4D Engineering will gain experience by participating working closely with BC's infrastructure and process mechanical design group that has vast experience in similar projects. 4D will contribute to the project by assessing the civil aspects of the existing station and proposed alternatives.



CITY OF COLUMBIA

Office of Business Opportunities Compliance
1401 Main Street 4th Floor | Columbia, South Carolina 29201
Phone: 803-545-4185

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 in which the team's success is being achieved.*

4D Engineering will participate in progress meetings and workshops. 4D will submit invoices on the 20th of each month in order for BC to include them on the monthly pay application to the City.

4. Proposed manpower and resources from both the Mentor and the Protégé are required for the project. *Address key personnel, equipment/materials, and insurance/bonding. Additionally, included any special arrangements where applicable.*

Mentor:

Jay Mazzei – Project Manager.
Scott Hall – Design Manager.
Wayne Iseman – Client Service Manager

Protégé:

Charlie Deep – Project Manager
Janet Deep – Business Manager
Justin Waring – Design Engineer

Please ensure that all Subcontractors are listed on the Business Information Records (BIR) and complete items below:

List Subcontractors Names below: (Do not include Protégé)	Who will the subcontractor report to?	Who is responsible for payment of the subcontractor?
Howard Engineering	4D Engineering	4D Engineering
Clemson Engineering Hydraulics	BC	BC
Chao & Associates	BC	BC

Special Arrangements:

None



CITY OF COLUMBIA

Office of Business Opportunities Compliance
1401 Main Street 4th Floor | Columbia, South Carolina 29201
Phone: 803-545-4185

5. What scope of work is to be performed by each participant of the MPP team utilizing the proposed resources identified above?

a. Description of Mentor's responsibilities on project:

Overall project delivery (see Exhibit A of agreement). Includes quality and completeness of planning, analysis, preliminary engineering and development of Preliminary Design Report (PDR), detailed design, permitting, bid phase services, construction phase services, and project close out. Mentor will be responsible for subcontracting structural services (Chao) and physical hydraulic modeling (CEH).

b. Description of Protégé responsibilities on project:

Assist in project delivery (see Exhibit A of agreement). Includes analysis, design, and development of Preliminary Design Report. Protege will be responsible for evaluating civil aspects of the project and subcontracting electrical design services.

c. Description of responsibilities that will be completed as a team:

BC and 4D Engineering will work together for permitting, bid phase services, construction phase services, and project close out.

6. What is the anticipated duration (in months) of each major phase of the project? During which phases will the Protégé be utilized?

100 – 12 months; 200 – 5 months, 501 – 4 months, 502 – 3 months, 600 – 2 months, 701 – 2 months, 702 – 2 months, 801 – 8 months, 802 – 2 months, 1001 – 2 months, 1002 – 2 months.

Protégé will be utilized in all phases.

7. Outline of regularly scheduled meeting between Mentor and Protégé (Progress reporting).

Monthly progress meetings.

8. Define payment schedule and financial terms identifying milestones for initial, progress and final payments.

4D will invoice BC by the 20th of the months. BC will include 4D's invoice in the monthly pay application to the City.



CITY OF COLUMBIA

Office of Business Opportunities Compliance
1401 Main Street 4th Floor | Columbia, South Carolina 29201
Phone: 803-545-4185

MENTOR-PROTEGE IMPLEMENTATION PLAN SIGNATURE SHEET

MPP participants acknowledge that any change orders/contract amendments to this project will require a completed Implementation Plan Addendum for each change order/contract amendment made to the project.

IN WITNESS WHEREOF, the parties hereto have caused these present to be executed by their proper officials thereunto duly authorized as of the dates below indicated:

EXECUTED by Brown and Caldwell (Mentor Firm) this 15th day of October 2020.
Corporate SEAL

By: James F. Mazzei 
Title: Project Manager
Firm Name: Brown and Caldwell

ATTEST:
By: Wayne E. Isman 
Title: Client Service Manager

EXECUTED by 4D Engineering (Protégé Firm) this 15 day of October 2020.
Corporate SEAL

By: Janet L. Deep 
Title: CEO
Firm Name: 4D Engineering

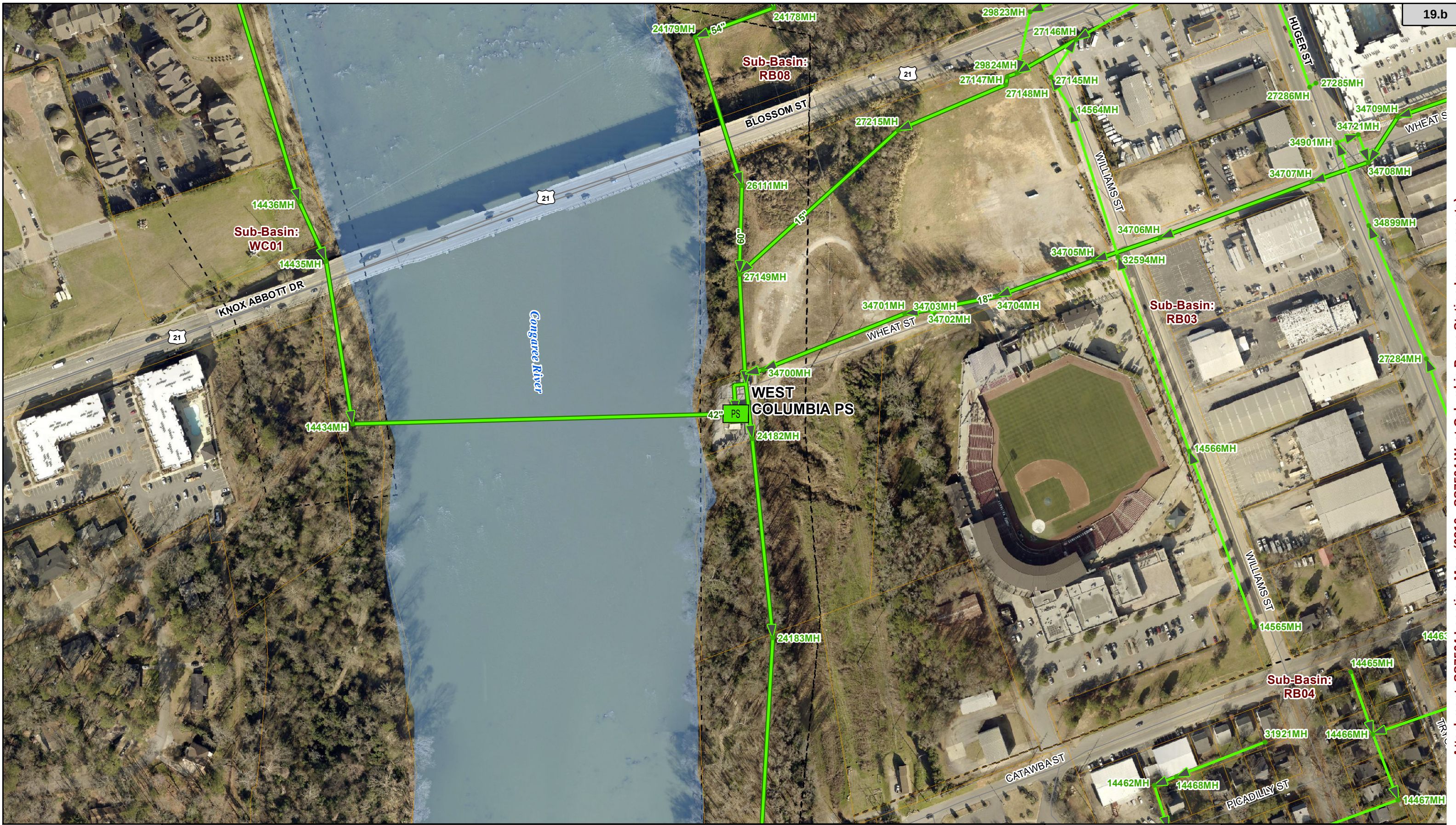
ATTEST: Charles W. Deep 
By: President
Title: _____

RECOMMENDED FOR APPROVAL:

EXECUTED by the Office of Business Opportunities - Compliance on this 20 day of
October 20 20.

By: Latonya B Germany

Title: Program Compliance Specialist



Attachment: SS7564 Location Map (6310 : SS7564 West Columbia Pump Station Improvements)



We Are Columbia

-  Sewer Manhole
-  Sewer Pump Station (Active, City)
-  Sewer Gravity Mains ($\geq 15"$)
-  Sewer Gravity Mains (Active, City)

 Tax Parcel


1 inch = 200 feet
0 125 250 Feet

SS7564 West Columbia PS Improvements

Prepared For: **Packet Pg. 283**



IDEFINITE DELIVERY CONTRACT FOR WATERLINE/HYDRANT LEAKS RESTORATION SERVICES

This Contract is being awarded under the Columbia Water Preapproved Contractors Listing.

1. **PURPOSE** – This Contract is entered into as of the date of the last signature affixed hereto, by and between the City of Columbia, South Carolina (hereinafter referred to as the "City") and GH Smith Construction, Inc., (hereinafter referred to as the Contractor), to provide waterline and/or hydrant leaks and restoration work for the City of Columbia, SC.

NOTICE - All notices and communications in connection with this Contract will be addressed to the following:

CITY OF COLUMBIA

Name: Office of Procurement and Contracts
Title: Purchasing Agent
Address: 1800 Main Street
Second Floor
Phone: (803) 545-3470
Fax: (803) 758-1013
Email: procurement@columbiasc.gov

GH SMITH CONSTRUCTION, INC.

Name: Gerald H. Smith
Title: President
Address: 430 Shuler Court
Columbia, SC 29212
Phone: (803)-781-5460
Email: ghsmithconst@aol.com

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

2. **SCOPE OF SERVICES** –As projects are identified the City will bid out project(s) directly to the shortlisted IDC contractors. Projects will be awarded to the qualified contractor with the lowest base bid. If base bid is not within the estimated budget for this work, the City may elect to rebid the project(s) at its discretion.

In completing the Work as stated within the individual Bid Worksheet (Exhibit A), Contractor shall also follow the City's guidelines per Construction Regulations Part 15, 16, 18, and 20. See link below.
<https://columbiascwater.wh1.idfsites.com/wp-content/uploads/2020/10/2020-10-05a-Eng-Regs.pdf>

3. **SUPPLEMENTAL OR ADDITIONAL SERVICES** – The City may require supplemental or additional services of the Contractor or recommended by the Contractor and approved by the City in writing.

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

4. **TERM OF CONTRACT** – The term of the Contract is the date of the execution of a *Notice to Proceed and a valid Purchase Order from the City of Columbia* for an initial term of one (1) year, with the option to renew or continue with work for two (2) additional one (1) year periods at the mutual pleasure of both parties.

The decision whether to extend the Contract, upon written request, shall be the sole and exclusive

discretion of the City and neither party shall be under any obligation to agree to an extension of the initial term or any additional term.

5. **SCHEDULE FOR COMPLETION OF SERVICES** – The Contractor shall complete any and all services performed under this Contract within the time frames as mutually agreed upon by all parties.
6. **COMPENSATION** – (See Exhibit B)

- A. Each Contract shall be negotiated separately via individual task orders and, when combined with other construction efforts related to this project, will not exceed the cumulative budget authorized by City Council.

The total compensation to be paid by the City to the Contractor under this Contract shall not exceed Two Hundred Fifty Thousand Dollars and No/100 (\$250,000.00).

Compensation for services as specified within the general scope of the Contract will be identified on each Task Order issued as outlined in Exhibit A and will be within the maximum value of the Contract.

There are no guarantees or commitments on projects being awarded.

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

- B. Task Order Administration:

The City will consider the Contractor's effort and workload capacity at the time the proposed orders are identified to determine their ability to handle the work.

Competition will be obtained among the Contractor(s) as projects are identified. However, there may be circumstances when it is not feasible to compete all orders. There may also be instances when the City will not compete orders based on factors where the effort represents a logical follow-on to an existing order that was previously competed.

Task orders shall be within the scope of the awarded contract, issued within the period of performance, and be within the maximum value of the contract.

Task order shall include a statement of work that clearly specifies all tasks to be performed and/or property to be delivered under the order.

Task orders shall not be artificially divided to circumvent procurement regulations.

Task order requirements may be grouped for inclusion of several projects by geographical location of work needed. This does not and will not provide geographical preference to the Contractors; but the City will take into consideration work in the same geographical areas/locations within the scope of the Contract.

The total period of performance for any Indefinite Delivery Contract (IDC) will be a base period of one (1) year with an option to extend two (2) additional one-year periods at the mutual pleasure of both parties. The period of performance for the individual projects will be identified in the task order.

- C. The Contractor shall submit invoices no more frequently than monthly for services rendered during each phase of the Project. Each invoice submitted must describe the services for which payment is requested, show payment calculations and specify the person(s) rendering such service(s). Contractor must invoice monthly regardless of work being completed during that period. If no work is completed, a zero balance invoice should be submitted. **Each invoice must also clearly identify any portion of the fee invoiced for subcontracted services, including any such services that are specified in the Summary of Proposed Subcontractors shown on Exhibit C hereto.** Each invoice shall bear the signature of the Contractor, whose signature shall certify that the information contained in the invoice is true and accurate and that the invoice amount is currently due and owing. The City will not pay interest or penalty on any past due amount.
- D. Invoicing Procedure
Failure of the Contractor to follow these invoice requirements will result in the delay of payment of the invoice.
- E. Prompt Payment to Subcontractors and Material Suppliers (Use Prompt Payment Affidavit)
1. The Contractor is required to pay all Subcontractors and material suppliers for all work that the Subcontractor has satisfactorily completed, no later than twenty (20) calendar days after the Contractor has received payment from the City.
 2. In addition, all retainage amounts received from the City by the Contractor must be paid by the Contractor to the Subcontractor no later than fourteen (14) calendar days after the Subcontractor 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 Subcontractor or material supplier requires good cause and prior written approval of the City or designee.
 4. The Contractor is required to include, in each Subcontract, a clause requiring the use of appropriate arbitration mechanisms or other method to resolve all payment disputes.
 5. The City will not pay the Contractor for subsequent work performed unless and until the Contractor ensures that the Subcontractor have been promptly paid for the work they have performed under all previous payment requests, as evidenced by the filing of City lien waivers, canceled checks (if requested), and the Contractors sworn statement that it has complied with the prompt payment requirements. The Contractor must submit a Prompt Payment Affidavit, Subcontractor list that identifies each Subcontractor (both Disadvantaged Business Enterprises (DBEs) and non-DBEs) including Subcontract values and the date and amount of the last payment to such Subcontractor(s). That documentation must be provided with every payment request submitted to the City, except for the first payment request.
 6. Failure to comply with these prompt payment requirements is a breach of this Contract. The City reserves the right to pursue any and all remedies permitted under law for breach of contract, including, but not limited to, Contractor debarment.
- F. 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, Subcontractor and suppliers on its procurement and contracting offerings.

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

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

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

G. Subcontracting Goals

Under this Contract, the subcontracting goals are as follows:

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

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

7. **MENTOR-PROTÉGÉ PROGRAM** (<http://www.columbiasc.net/business-outreach/>) – 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 minimum MPP participation for this Contract is 20%.

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

The Contractor agrees that it has or will enter into a separate contractual Contract with the Protégé to which the City is not a party.

8. INDEMNIFICATION & INSURANCE

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

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

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

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

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

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

- B. The Contractor shall furnish the City with a certificate showing satisfactory proof of carriage of the insurance required hereunder and such insurance shall be approved by the City prior to the Contractor and any Subcontractor of the Contractor commencing any services under this Contract and this insurance shall remain in effect throughout the term of this Contract, and any extensions of service. Insurance shall remain in effect for the duration of the project and for a period of one (1) year after completion. The City of Columbia shall be the Certificate Holder and shall be named as an *Additional Insured*.
- C. The Contractor shall indemnify, defend, hold harmless and reimburse the City, its agents, and employees from and against any and all losses, liabilities, expenses, and all claims for damages of any nature whatsoever relating to or arising out of any action or failure to act by Contractor, its Subcontractor, officers, agents and employees of any of the obligations under the Contract.

Losses, liabilities, expenses and claims for damages shall include, but will not be limited to, civil and criminal fines and penalties, loss of use or services, bodily injury, death, personal injury, or injury to real or personal property, defense costs, legal fees and costs, and attorney's fees for an appeal.

The Contractor will also agree to promptly notify the City of any civil or criminal actions filed against the Contractor or of any notice of violation from any federal or state agency, or of any claim as soon as practical as relates to the services provided under this Contract. The City, upon receipt of such notice, shall have the right at its election to defend any and all actions or suits or to join in defense.

9. **PERMITS & LICENSES**

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

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

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

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

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

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

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

14. **OWNERSHIP OF PROJECT DOCUMENTS** - All data, documents or other information of any description generated by or used by the Contractor or any Subcontractor retained by the Contractor and related to the services required by this Contract 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 Contract.

15. **INDEPENDENT CONTRACTOR** - The Contractor shall be responsible for performance of all services required by this Contract. The Contractor does not act as the City's agent or employee.

17. **ASSIGNABILITY/SUBCONTRACTING** - The Contractor will not assign or sublet its obligations to perform the services required by this Contract without the written consent of the City. The Contractor

shall be as fully responsible to the City for the acts and omission of its Subcontractor, as it is for the acts and omissions of persons directly employed by the Contractor.

18. **ACCESS TO RECORDS** - The Contractor shall furnish and its Subcontractor shall furnish all information and reports required hereunder.
19. **DISPUTE RESOLUTION** - In the event there are any disagreements between the City and the Contractor with regard to any of the requirements, specifications or interpretation of this Contract, the Contractor agrees to defer to the reasonable interpretations of the City as, from time to time, may be made by the City. Ambiguities in the terms of this Contract, if any, shall not be construed against the City.
20. **GOVERNING LAW** - This Contract shall be construed in accordance with the laws and City of Columbia Code of Ordinances and those of the State of South Carolina. The Contractor agrees to subject itself to the jurisdiction and venue of the courts of Richland or Lexington County, State of South Carolina as to all matters and disputes arising or to arise under this Contract and the performance thereof. The City may seek attorney's fees and the Contractor agrees to pay such fees as awarded by the Court or other body. No attorney's fees may be sought by, nor will be paid to, the Contractor.
21. **WHOLE CONTRACT** - This Contract represents the entire Contract between the City and the Contractor and supersedes all prior communications, negotiations, representations or Contracts, either written or oral. The parties may amend this Contract at any time provided that such Amendments are executed in writing, signed by a duly authorized representative of both organizations, and approved, where applicable, by the City's governing body.
22. **AMENDMENTS** - The City may, in its discretion, amend this Contract to conform with federal, state, or local governmental guidelines, policies and available funding amounts, or for other reasons. If such Amendments result in a change in the funding, the scope of services, or schedule of, the activities to be undertaken as part of the Contract, such modifications will be incorporated only by written amendment signed by both the City and the Contractor.
23. **BREACH/WAIVER** - The failure of either the Contractor or the City to insist upon the strict performance of any provision of this Contract shall not be deemed to be a waiver of the right to insist upon strict performance of such provision or of any other provision of this Contract at any time. Partial payment by the City shall not be construed as a waiver. Waiver of any breach of this Contract shall not constitute waiver of a subsequent breach.
24. **SEVERABILITY** - In the event any provision of this Contract is determined to be void or unenforceable, all other provisions shall remain in full force and effect.
25. **ETHICS** - The Contractor acknowledges, for itself and its Subcontractor, that it is subject to the provisions of the 1991 Ethics Reform Act (8-13-100, et seq, South Carolina Code of Laws, 1976, as amended). Under this Act, "A person may not, directly or indirectly, give, offer, or promise anything of value to a public official, public member, or public employee with intent to:
 1. influence the discharge of a public official's, public member's, or public employee's official responsibilities;
 2. influence a public official, public member, or public employee to commit, aid in committing, collude in, or allow fraud on a governmental entity; or,

3. induce a public official, public member, or public employee to perform or fail to perform an act in violation of the public official's, public member's, or public employee's official responsibilities.

"Anything of value" includes, but is not limited to, lodging, transportation, entertainment, food, meals, beverages, money, gifts, honorariums, discounts and interest-free loans.

26. **NON-DISCRIMINATION IN CONTRACTING POLICY** - In carrying out the service, the Contractor shall not discriminate against any employee or applicant for employment because of that employee or applicant's age, sex, gender, gender identity or expression, sexual orientation, race, religion, creed, color, disability, national origin, veteran or military status, political affiliation, or any other characteristic protected by federal, state, or local laws ("protected characteristic"). The Contractor shall take affirmative steps to ensure equal employment opportunities for all applicants for employment, without regard to their protected characteristics. For the purpose of this Non-Discrimination in Contracting Policy, the term "sex" includes medical needs and / or lactation needs arising from pregnancy, childbirth, or related medical conditions pursuant to the South Carolina Pregnancy Accommodations Act, 2018 S.C. Act No. 244. This Non-Discrimination in Contracting Policy extends to all aspects of the Contractor's operations, including, but not limited to the Contractor's employment practices (including selection, hiring, assignment, re-assignment, training, promotion, transfer, compensation, layoff, leave of absence, return from layoff or leave of absence, discipline, and termination); selection of volunteers and vendors, and provision of services. The Contractor shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the government setting forth the provisions of this Non-Discrimination in Contracting Policy. The Contractor shall incorporate the provisions of this Non-Discrimination in Contracting Policy in all subcontracts for service work.
27. **SUCCESSORSHIP** - This Contract shall be binding upon the respondent and upon its successors and assignees. This Contract shall be binding upon the City in accordance with its terms and provisions.
28. **FINDINGS CONFIDENTIAL** - All of the reports, information, data, records or documents of any kind, prepared or assembled by the Contractor under this Contract 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.
29. **CONTRACT DOCUMENT** - Every exhibit, schedule and appendix attached to this Contract and referred to herein is hereby incorporated into this Contract by reference unless this Contract expressly provides otherwise. This Contract, exhibits and other documents include, but are not limited to the Conflict of Interest Statement, Non-collusion Affidavit, Business Information Record for Subcontractors/Subcontractors, Local Business Enterprise, and Mentor Protégé Implementation forms are incorporated by reference in this Contract and set forth the entire understanding between the parties hereto regarding the subject matter hereof.

Nothing in this Contract shall be construed to give any rights or benefits to anyone other than the City and the Contractor.

This Contract is subject to City Council approval.

Contractor agrees, under the terms as stated in the Specifications and Contract Documents and at his/its/their own proper cost and expense, to furnish all the materials, supplies, machinery, equipment, tools, superintendence, labor, insurance, and other accessories and services necessary to complete the said project in accordance with the conditions and prices stated in the proposal, general conditions of the contract or general specifications, the task specifications, construction specifications, provisions of the contract document, which includes all plans, maps, and other drawings written or explanatory matter thereof.

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

CITY OF COLUMBIA, SOUTH CAROLINA

Witness

Teresa Wilson, City Manager

Date: _____

GH SMITH CONSTRUCTION, INC.

Gerald H. Smith [Signature]
Print: Name/Title Pres. Signature

Date: 10/27/20

APPROVED AS TO FORM

[Signature]
Legal Department City of Columbia, SC

10/27/20

List of Exhibits

Exhibit A- Bid Information Form

Exhibit B – Task Order Administration

Exhibit B – Business Information Statement for Subcontractors/Subconsultants

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BID FORM
PROJECT NAME: WATER LEAKS - WATER DISTRICT 1
WM4559

Item No.	Description	Qty.	Unit	Unit Price	Amount
1	Traffic Control (Must meet SCDOT approved standards) If City of Columbia traffic control exists at a site and not removed and replaced no payment will be made for this item.	52	EA		
2	Saw Cut and Remove Asphalt or Concrete (Quantity calculated as 6' long x 5' wide x 6" thick). To be paid by weight tickets provided to Inspector. Sites to be on each ticket.	58	TN		
3	Remove subgrade as needed (Quantity calculated as 6' long x 5' wide x 4.5' deep). Contractor to insure subgrade meets minimum SCDOT standards. To be paid by weight tickets provided to Inspector. Sites to be on each ticket.	364	TN		
4	Replace Asphalt (6' long x 5' wide x 4" Binder Type B). Contractor to be paid by actual Field Dimensions for Repair Measured by the Inspector and recorded pavement thickness and by tickets provided to City's Inspector. Sites to be on each ticket.	39	TN		
5	Replace Asphalt (6' long x 5' wide x 2" Surface Type B). Contractor to be paid by actual Field Dimensions for Repair Measured by the Inspector and recorded pavement thickness, and by tickets provided to City's Inspector. Sites to be on each ticket.	20	TN		
6	Backfill Water Main with Tamped Sand Clay (6' long x 1 ft for bedding & 1 ft around 6" pipe) Contractor to be paid by actual field dimensions for repair measured by the Inspector and by tickets provided to City's Inspector. Sites to be on each ticket.	100	TN		
7	#57 Stone (Quantity calculated as 6' long x 2.5' wide x 1.5' deep). Contractor to be paid by actual field dimensions for repair measured by the Inspector and by tickets provided to City's Inspector. Sites to be on each ticket.	61	TN		
8	Flowfill ditch line (Quantity calculated as 6' long x 5' wide x 3' deep) To be paid by tickets provided to City's Inspector. Sites to be on each ticket.	175	CY		
9	Concrete (4000 PSI) Road Repair (12' long x 5' wide x 6" thick) (To match existing). Contractor to be paid by actual Field Dimensions for Repair Measured by the Inspector and recorded Concrete thickness and/or by tickets provided to City's Inspector. Sites to be on	58	CY		
10	Curb and gutter (8' length) Sites to be on each ticket.	24	LF		
11	Sidewalk (5' long x 5' wide x 4" thick) (To match existing). Contractor to be paid by actual Field Dimensions for Repair Measured by the City's Inspector and recorded Concrete thickness and by tickets provided to City's Inspector. Sites to be on each ticket.	16	CY		
12	Restoration (to include but not limited to sod replacement) (52 sites * 0.03)	1.56	AC		
13	6" and above water main repair (Repair band)	6	EA		
14	4" and less water main repair (Repair band)	4	EA		
15	Pipe Replacement 2" Rolled Polyethylene Water Main (Including Appurtenances)	20	LF		
16	Pipe Replacement 4"-6" DIP Water Main (Including all Fittings and Appurtenances)	20	LF		
17	Pipe Replacement 8"-10" DIP Water Main (Including all Fittings and Appurtenances)	20	LF		
18	Pipe Replacement 12"-16" DIP Water Main (Including all Fittings and Appurtenances)	20	LF		
19	Pipe Replacement 24" DIP Water Main (Including all Fittings and Appurtenances)	20	LF		
20	2" Gate valve and box, MJ	1	EA		
21	4" Gate valve and box, MJ	1	EA		
22	6" Gate valve and box, MJ	5	EA		
23	8" Gate valve and box, MJ	1	EA		
24	10" Gate valve and box, MJ	1	EA		
25	12" Gate valve and box, MJ	1	EA		
26	16" Gate valve and box, MJ	1	EA		
27	24" Gate valve and box, MJ	1	EA		
28	Renew and Reconnect Water Services, Long (1" and 2" Polyethylene w/ tracer wire) (Meter Box, Cast Iron Reader Lid, Dual Check Valve, and all Fittings) Long services are considered services that interface with asphalt (To be dry bored) If it is determined that open cut is required the contractor will be required to us a 1' bucket.	15	EA		
29	Renew and Reconnect Water Services, Short (1" and 2" Polyethylene w/ tracer wire) (Meter Box, Cast Iron Reader Lid, Dual Check Valve, and all Fittings) Short services are considered services that don't impact asphalt.	10	EA		
			SUBTOTAL:		
30	Mobilization (Not to exceed 10% of total bid per Specification 15.57.2)	52	EA		
				TOTAL BID:	

Attachment: GHSmith.IDC.Waterline and Hydrant-Agreement Final (6298 : Professional Services Agreements for Waterline/Hydrant Leaks Restoration Services)



(Name of Consultant)
(CIP Number AND Name of Project)

EXHIBIT B – TASK ORDER FORM FOR CONSTRUCTION SERVICES

Task Order Number: _____

This Task Order to the Contract for Construction Services between the City of Columbia and _____, dated _____ (Contract) provides for the following Construction Services for Waterline/Hydrant Leaks Restoration Services Project:

Project Name:

Scope of Work: *(attach Contractor's Proposal)*

Compensation:

The Contractor's compensation for the above described services shall be:

Summary of Compensation:

Task Order 1	\$
Task Order 2	\$
Task Order 3	\$
Task Order 4	\$ 0,000.00
Total Previous Task Orders	\$
This Task Order 5	\$.00
Total Approved Compensation to Date:	\$

Schedule:

Date of Commencement:
Days allowed to complete the Task Order
Date of Substantial Completion

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

CITY OF COLUMBIA, SOUTH CAROLINA

Witness

Teresa Wilson, City Manager

Date: _____

NAME OF FIRM

Print: Name/Title

Signature

Date: _____

Recommended by:

Dana R. Higgins, P.E., LEED AP, Director of Engineering

Date

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)
				%		
				%		
				%		
				%		
				%		
				%		

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 \$ _____

TOTAL CONTRACT AMOUNT: \$ _____

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

Business Name: _-_____

Representative Name/Title: _____

Date: _____

Business Information for Subconsultants/Subcontractors- Continued

List information for each Subcontractor or Subconsultant below.

1) Subcontractors Company information (Primary/Main office location)

Company Name

Physical Address

Mailing Address

City/State Zip Code + 4

(____) _____
Phone number

(____) _____
Fax number

Primary Contact Name

Secondary Contact Name

Primary Contact Email Address

Secondary Contact Email Address

Federal ID #

Vendor #

2) Subcontractors Company information (Primary/Main office location)

Company Name

Physical Address

Mailing Address

City/State Zip Code + 4

(____) _____
Phone number

(____) _____
Fax number

Primary Contact Name

Secondary Contact Name

Primary Contact Email Address

Secondary Contact Email Address

Federal ID #

Vendor #

3) Subcontractors Company information (Primary/Main office location)

Company Name

Physical Address

Mailing Address

City/State Zip Code + 4

(____) _____
Phone number

(____) _____
Fax number

Primary Contact Name

Secondary Contact Name

Primary Contact Email Address

Secondary Contact Email Address

Federal ID #

Vendor #

4) Subcontractors Company information (Primary/Main office location)

Company Name

Physical Address

Mailing Address

City/State Zip Code + 4

(____) _____
Phone number

(____) _____
Fax number

Primary Contact Name

Secondary Contact Name

Primary Contact Email Address

Secondary Contact Email Address

Federal ID #

Vendor #

5) Subcontractors Company information (Primary/Main office location)

Company Name

Physical Address

Mailing Address

City/State Zip Code + 4

(____) _____
Phone number

(____) _____
Fax number

Primary Contact Name

Secondary Contact Name

Primary Contact Email Address

Secondary Contact Email Address

Federal ID #

Vendor #

6) Subcontractors Company information (Primary/Main office location)

Company Name

Physical Address

Mailing Address

City/State Zip Code + 4

(____) _____
Phone number

(____) _____
Fax number

Primary Contact Name

Secondary Contact Name

Primary Contact Email Address

Secondary Contact Email Address

Federal ID #

Vendor #



IDEFINITE DELIVERY CONTRACT FOR WATERLINE/HYDRANT LEAKS RESTORATION SERVICES

This Contract is being awarded under the Columbia Water Preapproved Contractors Listing.

1. **PURPOSE** – This Contract is entered into as of the date of the last signature affixed hereto, by and between the City of Columbia, South Carolina (hereinafter referred to as the “City”) and Lake Murray Utility Company, Inc., (hereinafter referred to as the Contractor), to provide waterline and/or hydrant leaks and restoration work for the City of Columbia, SC.

NOTICE - All notices and communications in connection with this Contract will be addressed to the following:

CITY OF COLUMBIA

Name: Office of Procurement and Contracts
Title: Purchasing Agent
Address: 1800 Main Street
Second Floor
Phone: (803) 545-3470
Fax: (803) 758-1013
Email: procurement@columbiasc.gov

LAKE MURRAY UTILITY COMPANY, INC.

Name: R. Jennings Parker
Title: President
Address: P.O. Box 1089
Chapin, SC 29036
Phone: (803)-732-7849
Email: cherylgootee@bellsouth.net

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

2. **SCOPE OF SERVICES** –As projects are identified the City will bid out project(s) directly to the shortlisted IDC contractors. Projects will be awarded to the qualified contractor with the lowest base bid. If base bid is not within the estimated budget for this work, the City may elect to rebid the project(s) at its discretion.

In completing the Work as stated within the individual Bid Worksheet (Exhibit A), Contractor shall also follow the City’s guidelines per Construction Regulations Part 15, 16, 18, and 20. See link below.
<https://columbiascwater.wh1.idfsites.com/wp-content/uploads/2020/10/2020-10-05a-Eng-Regs.pdf>

3. **SUPPLEMENTAL OR ADDITIONAL SERVICES** – The City may require supplemental or additional services of the Contractor or recommended by the Contractor and approved by the City in writing.

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

4. **TERM OF CONTRACT** – The term of the Contract is the date of the execution of a *Notice to Proceed and a valid Purchase Order from the City of Columbia* for an initial term of one (1) year, with the option to renew or continue with work for two (2) additional one (1) year periods at the mutual pleasure of both parties.

The decision whether to extend the Contract, upon written request, shall be the sole and exclusive

discretion of the City and neither party shall be under any obligation to agree to an extension of the initial term or any additional term.

5. **SCHEDULE FOR COMPLETION OF SERVICES** – The Contractor shall complete any and all services performed under this Contract within the time frames as mutually agreed upon by all parties.
6. **COMPENSATION** – (See Exhibit B)

- A. Each Contract shall be negotiated separately via individual task orders and, when combined with other construction efforts related to this project, will not exceed the cumulative budget authorized by City Council.

The total compensation to be paid by the City to the Contractor under this Contract shall not exceed Two Hundred Fifty Thousand Dollars and No/100 (\$250,000.00).

Compensation for services as specified within the general scope of the Contract will be identified on each Task Order issued as outlined in Exhibit A and will be within the maximum value of the Contract.

There are no guarantees or commitments on projects being awarded.

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

- B. Task Order Administration:

The City will consider the Contractors effort and workload capacity at the time the proposed orders are identified to determine their ability to handle the work

Competition will be obtained among the Contractor(s) as projects are identified. However, there may be circumstances when it is not feasible to compete all orders. There may also be instances when the City will not compete orders based on factors where the effort represents a logical follow-on to an existing order that was previously competed.

Task orders shall be within the scope of the awarded contract, issued within the period of performance, and be within the maximum value of the contract.

Task order shall include a statement of work that clearly specifies all tasks to be performed and/or property to be delivered under the order.

Task orders shall not be artificially divided to circumvent procurement regulations.

Task order requirements may be grouped for inclusion of several projects by geographical location of work needed. This does not and will not provide geographical preference to the Contractors; but the City will take into consideration work in the same geographical areas/locations within the scope of the Contract.

The total period of performance for any Indefinite Delivery Contract (IDC) will be a base period of one (1) year with an option to extend two (2) additional one-year periods at the mutual pleasure of both parties. The period of performance for the individual projects will be identified in the task order.

- C. The Contractor shall submit invoices no more frequently than monthly for services rendered during each phase of the Project. Each invoice submitted must describe the services for which payment is requested, show payment calculations and specify the person(s) rendering such service(s). Contractor must invoice monthly regardless of work being completed during that period. If no work is completed, a zero balance invoice should be submitted. **Each invoice must also clearly identify any portion of the fee invoiced for subcontracted services, including any such services that are specified in the Summary of Proposed Subcontractors shown on Exhibit C hereto.** Each invoice shall bear the signature of the Contractor, whose signature shall certify that the information contained in the invoice is true and accurate and that the invoice amount is currently due and owing. The City will not pay interest or penalty on any past due amount.
- D. Invoicing Procedure
Failure of the Contractor to follow these invoice requirements will result in the delay of payment of the invoice.
- E. Prompt Payment to Subcontractors and Material Suppliers (Use Prompt Payment Affidavit)
1. The Contractor is required to pay all Subcontractors and material suppliers for all work that the Subcontractor has satisfactorily completed, no later than twenty (20) calendar days after the Contractor has received payment from the City.
 2. In addition, all retainage amounts received from the City by the Contractor must be paid by the Contractor to the Subcontractor no later than fourteen (14) calendar days after the Subcontractor 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 Subcontractor or material supplier requires good cause and prior written approval of the City or designee.
 4. The Contractor is required to include, in each Subcontract, a clause requiring the use of appropriate arbitration mechanisms or other method to resolve all payment disputes.
 5. The City will not pay the Contractor for subsequent work performed unless and until the Contractor ensures that the Subcontractor have been promptly paid for the work they have performed under all previous payment requests, as evidenced by the filing of City lien waivers, canceled checks (if requested), and the Contractors sworn statement that it has complied with the prompt payment requirements. The Contractor must submit a Prompt Payment Affidavit, Subcontractor list that identifies each Subcontractor (both Disadvantaged Business Enterprises (DBEs) and non-DBEs) including Subcontract values and the date and amount of the last payment to such Subcontractor(s). That documentation must be provided with every payment request submitted to the City, except for the first payment request.
 6. Failure to comply with these prompt payment requirements is a breach of this Contract. The City reserves the right to pursue any and all remedies permitted under law for breach of contract, including, but not limited to, Contractor debarment.
- F. 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, Subcontractor and suppliers on its procurement and contracting offerings.

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

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

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

G. Subcontracting Goals

Under this Contract, the subcontracting goals are as follows:

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

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

7. **MENTOR-PROTÉGÉ PROGRAM** (<http://www.columbiasc.net/business-outreach/>) – 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 minimum MPP participation for this Contract is 20%.

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

The Contractor agrees that it has or will enter into a separate contractual Contract with the Protégé to which the City is not a party.

8. INDEMNIFICATION & INSURANCE

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

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

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

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

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

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

- B. The Contractor shall furnish the City with a certificate showing satisfactory proof of carriage of the insurance required hereunder and such insurance shall be approved by the City prior to the Contractor and any Subcontractor of the Contractor commencing any services under this Contract and this insurance shall remain in effect throughout the term of this Contract, and any extensions of service. Insurance shall remain in effect for the duration of the project and for a period of one (1) year after completion. The City of Columbia shall be the Certificate Holder and shall be named as an *Additional Insured*.
- C. The Contractor shall indemnify, defend, hold harmless and reimburse the City, its agents, and employees from and against any and all losses, liabilities, expenses, and all claims for damages of any nature whatsoever relating to or arising out of any action or failure to act by Contractor, its Subcontractor, officers, agents and employees of any of the obligations under the Contract.

Losses, liabilities, expenses and claims for damages shall include, but will not be limited to, civil and criminal fines and penalties, loss of use or services, bodily injury, death, personal injury, or injury to real or personal property, defense costs, legal fees and costs, and attorney's fees for an appeal.

The Contractor will also agree to promptly notify the City of any civil or criminal actions filed against the Contractor or of any notice of violation from any federal or state agency, or of any claim as soon as practical as relates to the services provided under this Contract. The City, upon receipt of such notice, shall have the right at its election to defend any and all actions or suits or to join in defense.

9. **PERMITS & LICENSES**

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

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

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

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

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

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

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

14. **OWNERSHIP OF PROJECT DOCUMENTS** - All data, documents or other information of any description generated by or used by the Contractor or any Subcontractor retained by the Contractor and related to the services required by this Contract 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 Contract.

15. **INDEPENDENT CONTRACTOR** - The Contractor shall be responsible for performance of all services required by this Contract. The Contractor does not act as the City's agent or employee.

17. **ASSIGNABILITY/SUBCONTRACTING** - The Contractor will not assign or sublet its obligations to perform the services required by this Contract without the written consent of the City. The Contractor

shall be as fully responsible to the City for the acts and omission of its Subcontractor, as it is for the acts and omissions of persons directly employed by the Contractor.

18. **ACCESS TO RECORDS** - The Contractor shall furnish and its Subcontractor shall furnish all information and reports required hereunder.
19. **DISPUTE RESOLUTION** - In the event there are any disagreements between the City and the Contractor with regard to any of the requirements, specifications or interpretation of this Contract, the Contractor agrees to defer to the reasonable interpretations of the City as, from time to time, may be made by the City. Ambiguities in the terms of this Contract, if any, shall not be construed against the City.
20. **GOVERNING LAW** - This Contract shall be construed in accordance with the laws and City of Columbia Code of Ordinances and those of the State of South Carolina. The Contractor agrees to subject itself to the jurisdiction and venue of the courts of Richland or Lexington County, State of South Carolina as to all matters and disputes arising or to arise under this Contract and the performance thereof. The City may seek attorney's fees and the Contractor agrees to pay such fees as awarded by the Court or other body. No attorney's fees may be sought by, nor will be paid to, the Contractor.
21. **WHOLE CONTRACT** - This Contract represents the entire Contract between the City and the Contractor and supersedes all prior communications, negotiations, representations or Contracts, either written or oral. The parties may amend this Contract at any time provided that such Amendments are executed in writing, signed by a duly authorized representative of both organizations, and approved, where applicable, by the City's governing body.
22. **AMENDMENTS** - The City may, in its discretion, amend this Contract to conform with federal, state, or local governmental guidelines, policies and available funding amounts, or for other reasons. If such Amendments result in a change in the funding, the scope of services, or schedule of, the activities to be undertaken as part of the Contract, such modifications will be incorporated only by written amendment signed by both the City and the Contractor.
23. **BREACH/WAIVER** - The failure of either the Contractor or the City to insist upon the strict performance of any provision of this Contract shall not be deemed to be a waiver of the right to insist upon strict performance of such provision or of any other provision of this Contract at any time. Partial payment by the City shall not be construed as a waiver. Waiver of any breach of this Contract shall not constitute waiver of a subsequent breach.
24. **SEVERABILITY** - In the event any provision of this Contract is determined to be void or unenforceable, all other provisions shall remain in full force and effect.
25. **ETHICS** - The Contractor acknowledges, for itself and its Subcontractor, that it is subject to the provisions of the 1991 Ethics Reform Act (8-13-100, et seq, South Carolina Code of Laws, 1976, as amended). Under this Act, "A person may not, directly or indirectly, give, offer, or promise anything of value to a public official, public member, or public employee with intent to:
 1. influence the discharge of a public official's, public member's, or public employee's official responsibilities;
 2. influence a public official, public member, or public employee to commit, aid in committing, collude in, or allow fraud on a governmental entity; or,

3. induce a public official, public member, or public employee to perform or fail to perform an act in violation of the public official's, public member's, or public employee's official responsibilities.

"Anything of value" includes, but is not limited to, lodging, transportation, entertainment, food, meals, beverages, money, gifts, honorariums, discounts and interest-free loans.

26. **NON-DISCRIMINATION IN CONTRACTING POLICY** - In carrying out the service, the Contractor shall not discriminate against any employee or applicant for employment because of that employee or applicant's age, sex, gender, gender identity or expression, sexual orientation, race, religion, creed, color, disability, national origin, veteran or military status, political affiliation, or any other characteristic protected by federal, state, or local laws ("protected characteristic"). The Contractor shall take affirmative steps to ensure equal employment opportunities for all applicants for employment, without regard to their protected characteristics. For the purpose of this Non-Discrimination in Contracting Policy, the term "sex" includes medical needs and / or lactation needs arising from pregnancy, childbirth, or related medical conditions pursuant to the South Carolina Pregnancy Accommodations Act, 2018 S.C. Act No. 244. This Non-Discrimination in Contracting Policy extends to all aspects of the Contractor's operations, including, but not limited to the Contractor's employment practices (including selection, hiring, assignment, re-assignment, training, promotion, transfer, compensation, layoff, leave of absence, return from layoff or leave of absence, discipline, and termination); selection of volunteers and vendors, and provision of services. The Contractor shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the government setting forth the provisions of this Non-Discrimination in Contracting Policy. The Contractor shall incorporate the provisions of this Non-Discrimination in Contracting Policy in all subcontracts for service work.
27. **SUCCESSORSHIP** - This Contract shall be binding upon the respondent and upon its successors and assignees. This Contract shall be binding upon the City in accordance with its terms and provisions.
28. **FINDINGS CONFIDENTIAL** - All of the reports, information, data, records or documents of any kind, prepared or assembled by the Contractor under this Contract 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.
29. **CONTRACT DOCUMENT** - Every exhibit, schedule and appendix attached to this Contract and referred to herein is hereby incorporated into this Contract by reference unless this Contract expressly provides otherwise. This Contract, exhibits and other documents include, but are not limited to the Conflict of Interest Statement, Non-collusion Affidavit, Business Information Record for Subcontractors/Subcontractors, Local Business Enterprise, and Mentor Protégé Implementation forms are incorporated by reference in this Contract and set forth the entire understanding between the parties hereto regarding the subject matter hereof.

Nothing in this Contract shall be construed to give any rights or benefits to anyone other than the City and the Contractor.

This Contract is subject to City Council approval.

Contractor agrees, under the terms as stated in the Specifications and Contract Documents and at his/its/their own proper cost and expense, to furnish all the materials, supplies, machinery, equipment, tools, superintendence, labor, insurance, and other accessories and services necessary to complete the said project in accordance with the conditions and prices stated in the proposal, general conditions of the contract or general specifications, the task specifications, construction specifications, provisions of the contract document, which includes all plans, maps, and other drawings written or explanatory matter thereof.

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

CITY OF COLUMBIA, SOUTH CAROLINA

Witness

Teresa Wilson, City Manager

Date: _____

LAKE MURRAY UTILITY COMPANY, INC.

R. Jennings Parker

Print: Name/Title

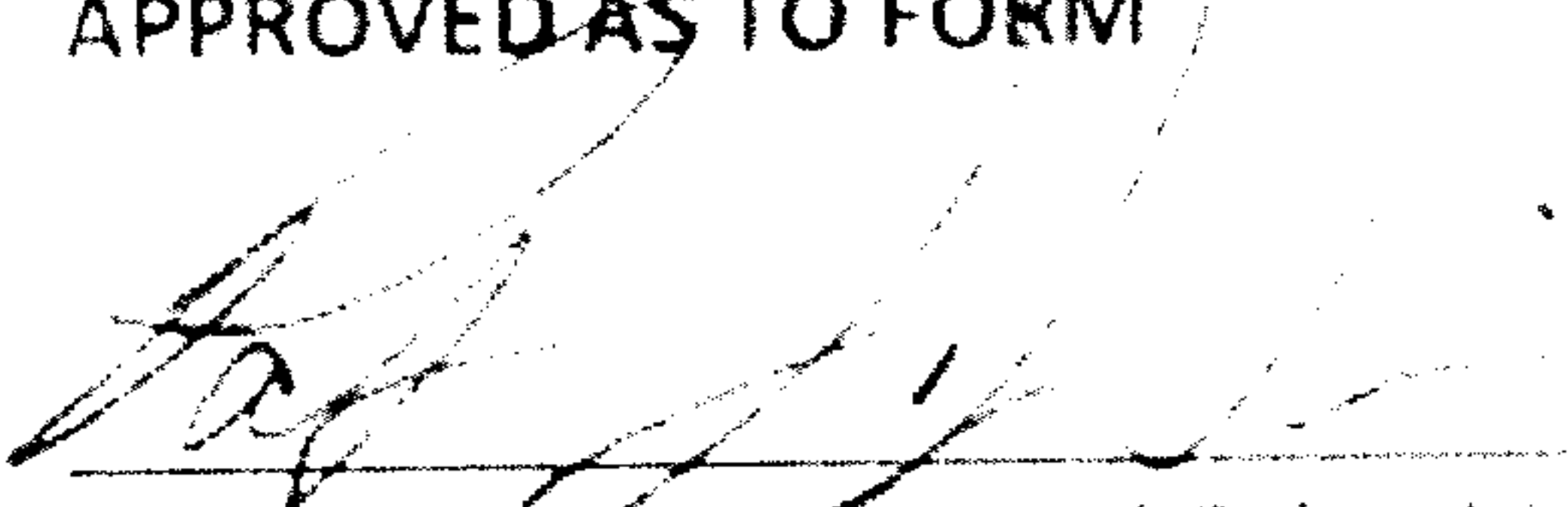
President

R. Jennings Parker

Signature

Date: 10-27-2020

APPROVED AS TO FORM



Legal Department City of Columbia, SC

10/27/20

List of Exhibits

Exhibit A- Bid Information Form

Exhibit B – Task Order Administration

Exhibit B – Business Information Statement for Subcontractors/Subconsultants

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BID FORM
PROJECT NAME: WATER LEAKS - WATER DISTRICT 1
WM4559

Item No.	Description	Qty.	Unit	Unit Price	Amount
1	Traffic Control (Must meet SCDOT approved standards) If City of Columbia traffic control exists at a site and not removed and replaced no payment will be made for this item.	52	EA		
2	Saw Cut and Remove Asphalt or Concrete (Quantity calculated as 6' long x 5' wide x 6" thick). To be paid by weight tickets provided to Inspector. Sites to be on each ticket.	58	TN		
3	Remove subgrade as needed (Quantity calculated as 6' long x 5' wide x 4.5' deep). Contractor to insure subgrade meets minimum SCDOT standards. To be paid by weight tickets provided to Inspector. Sites to be on each ticket.	364	TN		
4	Replace Asphalt (6' long x 5' wide x 4" Binder Type B). Contractor to be paid by actual Field Dimensions for Repair Measured by the Inspector and recorded pavement thickness and by tickets provided to City's Inspector. Sites to be on each ticket.	39	TN		
5	Replace Asphalt (6' long x 5' wide x 2" Surface Type B). Contractor to be paid by actual Field Dimensions for Repair Measured by the Inspector and recorded pavement thickness, and by tickets provided to City's Inspector. Sites to be on each ticket.	20	TN		
6	Backfill Water Main with Tamped Sand Clay (6' long x 1 ft for bedding & 1 ft around 6" pipe) Contractor to be paid by actual field dimensions for repair measured by the Inspector and by tickets provided to City's Inspector. Sites to be on each ticket.	100	TN		
7	#57 Stone (Quantity calculated as 6' long x 2.5' wide x 1.5' deep). Contractor to be paid by actual field dimensions for repair measured by the Inspector and by tickets provided to City's Inspector. Sites to be on each ticket.	61	TN		
8	Flowfill ditch line (Quantity calculated as 6' long x 5' wide x 3' deep) To be paid by tickets provided to City's Inspector. Sites to be on each ticket.	175	CY		
9	Concrete (4000 PSI) Road Repair (12' long x 5' wide x 6" thick) (To match existing). Contractor to be paid by actual Field Dimensions for Repair Measured by the Inspector and recorded Concrete thickness and/or by tickets provided to City's Inspector. Sites to be on	58	CY		
10	Curb and gutter (8' length) Sites to be on each ticket.	24	LF		
11	Sidewalk (5' long x 5' wide x 4" thick) (To match existing). Contractor to be paid by actual Field Dimensions for Repair Measured by the City's Inspector and recorded Concrete thickness and by tickets provided to City's Inspector. Sites to be on each ticket.	16	CY		
12	Restoration (to include but not limited to sod replacement) (52 sites * 0.03)	1.56	AC		
13	6" and above water main repair (Repair band)	6	EA		
14	4" and less water main repair (Repair band)	4	EA		
15	Pipe Replacement 2" Rolled Polyethylene Water Main (Including Appurtenances)	20	LF		
16	Pipe Replacement 4"-6" DIP Water Main (Including all Fittings and Appurtenances)	20	LF		
17	Pipe Replacement 8"-10" DIP Water Main (Including all Fittings and Appurtenances)	20	LF		
18	Pipe Replacement 12"-16" DIP Water Main (Including all Fittings and Appurtenances)	20	LF		
19	Pipe Replacement 24" DIP Water Main (Including all Fittings and Appurtenances)	20	LF		
20	2" Gate valve and box, MJ	1	EA		
21	4" Gate valve and box, MJ	1	EA		
22	6" Gate valve and box, MJ	5	EA		
23	8" Gate valve and box, MJ	1	EA		
24	10" Gate valve and box, MJ	1	EA		
25	12" Gate valve and box, MJ	1	EA		
26	16" Gate valve and box, MJ	1	EA		
27	24" Gate valve and box, MJ	1	EA		
28	Renew and Reconnect Water Services, Long (1" and 2" Polyethylene w/ tracer wire) (Meter Box, Cast Iron Reader Lid, Dual Check Valve, and all Fittings) Long services are considered services that interface with asphalt (To be dry bored) If it is determined that open cut is required the contractor will be required to us a 1' bucket.	15	EA		
29	Renew and Reconnect Water Services, Short (1" and 2" Polyethylene w/ tracer wire) (Meter Box, Cast Iron Reader Lid, Dual Check Valve, and all Fittings) Short services are considered services that don't impact asphalt.	10	EA		
			SUBTOTAL:		
30	Mobilization (Not to exceed 10% of total bid per Specification 15.57.2)	52	EA		
				TOTAL BID:	

Attachment: LakeMurray.IDC.Waterline and Hydrant.Agreement Final (6298 : Professional Services Agreements for Waterline/Hydrant Leaks Restoration Services)



(Name of Consultant)
(CIP Number AND Name of Project)

EXHIBIT B – TASK ORDER FORM FOR CONSTRUCTION SERVICES

Task Order Number: _____

This Task Order to the Contract for Construction Services between the City of Columbia and _____, dated _____ (Contract) provides for the following Construction Services for Waterline/Hydrant Leaks Restoration Services Project:

Project Name:

Scope of Work: *(attach Contractor's Proposal)*

Compensation:

The Contractor's compensation for the above described services shall be:

Summary of Compensation:

Task Order 1	\$
Task Order 2	\$
Task Order 3	\$
Task Order 4	\$ 0,000.00
Total Previous Task Orders	\$
This Task Order 5	\$.00
Total Approved Compensation to Date:	\$

Schedule:

Date of Commencement:
Days allowed to complete the Task Order
Date of Substantial Completion

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

CITY OF COLUMBIA, SOUTH CAROLINA

Witness

Teresa Wilson, City Manager

Date: _____

NAME OF FIRM

Print: Name/Title

Signature

Date: _____

Recommended by:

Dana R. Higgins, P.E., LEED AP, Director of Engineering

Date

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 Cod - See Key Below)
				%		
				%		
				%		
				%		
				%		
				%		

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 \$ _____

TOTAL CONTRACT AMOUNT: \$ _____

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

Business Name: _-_____

Representative Name/Title: _____

Date: _____

Attachment: LakeMurray.IDC.Waterline and Hydrant.Agreement Final (6298 : Professional Services Agreements for Waterline/Hydrant Leaks

Business Information for Subconsultants/Subcontractors- Continued

List information for each Subcontractor or Subconsultant below.

1) Subcontractors Company information (Primary/Main office location)

Company Name

Physical Address

Mailing Address

City/State Zip Code + 4

(____) _____
Phone number

(____) _____
Fax number

Primary Contact Name

Secondary Contact Name

Primary Contact Email Address

Secondary Contact Email Address

Federal ID #

Vendor #

2) Subcontractors Company information (Primary/Main office location)

Company Name

Physical Address

Mailing Address

City/State Zip Code + 4

(____) _____
Phone number

(____) _____
Fax number

Primary Contact Name

Secondary Contact Name

Primary Contact Email Address

Secondary Contact Email Address

Federal ID #

Vendor #

3) Subcontractors Company information (Primary/Main office location)

Company Name

Physical Address

Mailing Address

City/State Zip Code + 4

(____) _____
Phone number

(____) _____
Fax number

Primary Contact Name

Secondary Contact Name

Primary Contact Email Address

Secondary Contact Email Address

Federal ID #

Vendor #

4) Subcontractors Company information (Primary/Main office location)

Company Name

Physical Address

Mailing Address

City/State Zip Code + 4

(____) _____
Phone number

(____) _____
Fax number

Primary Contact Name

Secondary Contact Name

Primary Contact Email Address

Secondary Contact Email Address

Federal ID #

Vendor #

5) Subcontractors Company information (Primary/Main office location)

Company Name

Physical Address

Mailing Address

City/State Zip Code + 4

(____) _____
Phone number

(____) _____
Fax number

Primary Contact Name

Secondary Contact Name

Primary Contact Email Address

Secondary Contact Email Address

Federal ID #

Vendor #

6) Subcontractors Company information (Primary/Main office location)

Company Name

Physical Address

Mailing Address

City/State Zip Code + 4

(____) _____
Phone number

(____) _____
Fax number

Primary Contact Name

Secondary Contact Name

Primary Contact Email Address

Secondary Contact Email Address

Federal ID #

Vendor #



IDEFINITE DELIVERY CONTRACT FOR WATERLINE/HYDRANT LEAKS RESTORATION SERVICES

This Contract is being awarded under the Columbia Water Preapproved Contractors Listing.

1. **PURPOSE** – This Contract is entered into as of the date of the last signature affixed hereto, by and between the City of Columbia, South Carolina (hereinafter referred to as the “City”) and Carolina Tap & Bore, Inc., (hereinafter referred to as the Contractor), to provide waterline and/or hydrant leaks and restoration work for the City of Columbia, SC.

NOTICE - All notices and communications in connection with this Contract will be addressed to the following:

CITY OF COLUMBIA

Name: Office of Procurement and Contracts
Title: Purchasing Agent
Address: 1800 Main Street
Second Floor
Phone: (803) 545-3470
Fax: (803) 758-1013
Email: procurement@columbiasc.gov

CAROLINA TAP & BORE, INC.

Name: Richard J. Young
Title: President
Address: 2430 Morningside Drive
West Columbia, SC 29169
Phone: (803)-739-7056
Email: Ryoung@CarolinaTapandBore.com

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

2. **SCOPE OF SERVICES** –As projects are identified the City will bid out project(s) directly to the shortlisted IDC contractors. Projects will be awarded to the qualified contractor with the lowest base bid. If base bid is not within the estimated budget for this work, the City may elect to rebid the project(s) at its discretion.

In completing the Work as stated within the individual Bid Worksheet (Exhibit A), Contractor shall also follow the City’s guidelines per Construction Regulations Part 15, 16, 18, and 20. See link below.
<https://columbiascwater.wh1.idfsites.com/wp-content/uploads/2020/10/2020-10-05a-Eng-Regs.pdf>

3. **SUPPLEMENTAL OR ADDITIONAL SERVICES** – The City may require supplemental or additional services of the Contractor or recommended by the Contractor and approved by the City in writing.

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

4. **TERM OF CONTRACT** – The term of the Contract is the date of the execution of a *Notice to Proceed and a valid Purchase Order from the City of Columbia* for an initial term of one (1) year, with the option to renew or continue with work for two (2) additional one (1) year periods at the mutual pleasure of both parties.

The decision whether to extend the Contract, upon written request, shall be the sole and exclusive

discretion of the City and neither party shall be under any obligation to agree to an extension of the initial term or any additional term.

5. **SCHEDULE FOR COMPLETION OF SERVICES** – The Contractor shall complete any and all services performed under this Contract within the time frames as mutually agreed upon by all parties.
6. **COMPENSATION** – (See Exhibit B)

- A. Each Contract shall be negotiated separately via individual task orders and, when combined with other construction efforts related to this project, will not exceed the cumulative budget authorized by City Council.

The total compensation to be paid by the City to the Contractor under this Contract shall not exceed Five Hundred Thousand Dollars and No/100 (\$500,000.00).

Compensation for services as specified within the general scope of the Contract will be identified on each Task Order issued as outlined in Exhibit A and will be within the maximum value of the Contract.

There are no guarantees or commitments on projects being awarded.

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

- B. Task Order Administration:

The City will consider the Contractors effort and workload capacity at the time the proposed orders are identified to determine their ability to handle the work

Competition will be obtained among the Contractor(s) as projects are identified. However, there may be circumstances when it is not feasible to compete all orders. There may also be instances when the City will not compete orders based on factors where the effort represents a logical follow-on to an existing order that was previously competed.

Task orders shall be within the scope of the awarded contract, issued within the period of performance, and be within the maximum value of the contract.

Task order shall include a statement of work that clearly specifies all tasks to be performed and/or property to be delivered under the order.

Task orders shall not be artificially divided to circumvent procurement regulations.

Task order requirements may be grouped for inclusion of several projects by geographical location of work needed. This does not and will not provide geographical preference to the Contractors; but the City will take into consideration work in the same geographical areas/locations within the scope of the Contract.

The total period of performance for any Indefinite Delivery Contract (IDC) will be a base period of one (1) year with an option to extend two (2) additional one-year periods at the mutual pleasure of both parties. The period of performance for the individual projects will be identified in the task order.

- C. The Contractor shall submit invoices no more frequently than monthly for services rendered during each phase of the Project. Each invoice submitted must describe the services for which payment is requested, show payment calculations and specify the person(s) rendering such service(s). Contractor must invoice monthly regardless of work being completed during that period. If no work is completed, a zero balance invoice should be submitted. **Each invoice must also clearly identify any portion of the fee invoiced for subcontracted services, including any such services that are specified in the Summary of Proposed Subcontractors shown on Exhibit C hereto.** Each invoice shall bear the signature of the Contractor, whose signature shall certify that the information contained in the invoice is true and accurate and that the invoice amount is currently due and owing. The City will not pay interest or penalty on any past due amount.
- D. Invoicing Procedure
Failure of the Contractor to follow these invoice requirements will result in the delay of payment of the invoice.
- E. Prompt Payment to Subcontractors and Material Suppliers (Use Prompt Payment Affidavit)
1. The Contractor is required to pay all Subcontractors and material suppliers for all work that the Subcontractor has satisfactorily completed, no later than twenty (20) calendar days after the Contractor has received payment from the City.
 2. In addition, all retainage amounts received from the City by the Contractor must be paid by the Contractor to the Subcontractor no later than fourteen (14) calendar days after the Subcontractor 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 Subcontractor or material supplier requires good cause and prior written approval of the City or designee.
 4. The Contractor is required to include, in each Subcontract, a clause requiring the use of appropriate arbitration mechanisms or other method to resolve all payment disputes.
 5. The City will not pay the Contractor for subsequent work performed unless and until the Contractor ensures that the Subcontractor have been promptly paid for the work they have performed under all previous payment requests, as evidenced by the filing of City lien waivers, canceled checks (if requested), and the Contractors sworn statement that it has complied with the prompt payment requirements. The Contractor must submit a Prompt Payment Affidavit, Subcontractor list that identifies each Subcontractor (both Disadvantaged Business Enterprises (DBEs) and non-DBEs) including Subcontract values and the date and amount of the last payment to such Subcontractor(s). That documentation must be provided with every payment request submitted to the City, except for the first payment request.
 6. Failure to comply with these prompt payment requirements is a breach of this Contract. The City reserves the right to pursue any and all remedies permitted under law for breach of contract, including, but not limited to, Contractor debarment.
- F. 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, Subcontractor and suppliers on its procurement and contracting offerings.

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

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

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

G. Subcontracting Goals

Under this Contract, the subcontracting goals are as follows:

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

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

7. **MENTOR-PROTÉGÉ PROGRAM** (<http://www.columbiasc.net/business-outreach/>) – 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 minimum MPP participation for this Contract is 20%.

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

The Contractor agrees that it has or will enter into a separate contractual Contract with the Protégé to which the City is not a party.

8. INDEMNIFICATION & INSURANCE

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

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

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

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

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

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

- B. The Contractor shall furnish the City with a certificate showing satisfactory proof of carriage of the insurance required hereunder and such insurance shall be approved by the City prior to the Contractor and any Subcontractor of the Contractor commencing any services under this Contract and this insurance shall remain in effect throughout the term of this Contract, and any extensions of service. Insurance shall remain in effect for the duration of the project and for a period of one (1) year after completion. The City of Columbia shall be the Certificate Holder and shall be named as an *Additional Insured*.
- C. The Contractor shall indemnify, defend, hold harmless and reimburse the City, its agents, and employees from and against any and all losses, liabilities, expenses, and all claims for damages of any nature whatsoever relating to or arising out of any action or failure to act by Contractor, its Subcontractor, officers, agents and employees of any of the obligations under the Contract.

Losses, liabilities, expenses and claims for damages shall include, but will not be limited to, civil and criminal fines and penalties, loss of use or services, bodily injury, death, personal injury, or injury to real or personal property, defense costs, legal fees and costs, and attorney's fees for an appeal.

The Contractor will also agree to promptly notify the City of any civil or criminal actions filed against the Contractor or of any notice of violation from any federal or state agency, or of any claim as soon as practical as relates to the services provided under this Contract. The City, upon receipt of such notice, shall have the right at its election to defend any and all actions or suits or to join in defense.

9. **PERMITS & LICENSES**

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

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

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

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

12. **TERMINATION OF CONTRACT** – The City may terminate this Contract 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 Contract in any annual budget;
 - B. The Contractor fails to perform any of the services required in this Contract and does not correct such deficiency within fifteen (15) days after being notified by the City of such deficiency;
 - C. Force Majeure;
 - D. The City, at its sole option and discretion, has the right to terminate this Contract for any reason whatsoever. A termination for default under this Contract, if wrongfully made, shall be treated as a termination for convenience under this clause;
 - E. Upon expiration of the term of this Contract; and
 - F. By mutual Contract.
Notice of termination shall be sent by registered mail, return receipt requested. In the event of termination, the Contractor shall only be entitled to the actual direct costs of all labor and material expended on the services required under this Contract prior to the effective date of the termination or the Contractor shall be entitled to be paid a pro-rata percentage of the total Contract price which is equal to its percent of completion, whichever of the two methods provides the lowest sum to be paid to the Contractor. In no event shall the Contractor be entitled to anticipatory profit or damages for any termination under this Contract. In no event shall the Contractor be entitled to assert a claim in quantum meruit or any other measure of damages other than that stated herein.
13. **OWNERSHIP OF PROJECT** - All data, documents or other information of any description generated by or used by the Contractor or any Subcontractor retained by the Contractor and related to the services required by this Contract 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 Contract.
14. **OWNERSHIP OF PROJECT DOCUMENTS** - All data, documents or other information of any description generated by or used by the Contractor or any Subcontractor retained by the Contractor and related to the services required by this Contract 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 Contract.
15. **INDEPENDENT CONTRACTOR** - The Contractor shall be responsible for performance of all services required by this Contract. The Contractor does not act as the City's agent or employee.
17. **ASSIGNABILITY/SUBCONTRACTING** - The Contractor will not assign or sublet its obligations to perform the services required by this Contract without the written consent of the City. The Contractor

shall be as fully responsible to the City for the acts and omission of its Subcontractor, as it is for the acts and omissions of persons directly employed by the Contractor.

18. **ACCESS TO RECORDS** - The Contractor shall furnish and its Subcontractor shall furnish all information and reports required hereunder.
19. **DISPUTE RESOLUTION** - In the event there are any disagreements between the City and the Contractor with regard to any of the requirements, specifications or interpretation of this Contract, the Contractor agrees to defer to the reasonable interpretations of the City as, from time to time, may be made by the City. Ambiguities in the terms of this Contract, if any, shall not be construed against the City.
20. **GOVERNING LAW** - This Contract shall be construed in accordance with the laws and City of Columbia Code of Ordinances and those of the State of South Carolina. The Contractor agrees to subject itself to the jurisdiction and venue of the courts of Richland or Lexington County, State of South Carolina as to all matters and disputes arising or to arise under this Contract and the performance thereof. The City may seek attorney's fees and the Contractor agrees to pay such fees as awarded by the Court or other body. No attorney's fees may be sought by, nor will be paid to, the Contractor.
21. **WHOLE CONTRACT** - This Contract represents the entire Contract between the City and the Contractor and supersedes all prior communications, negotiations, representations or Contracts, either written or oral. The parties may amend this Contract at any time provided that such Amendments are executed in writing, signed by a duly authorized representative of both organizations, and approved, where applicable, by the City's governing body.
22. **AMENDMENTS** - The City may, in its discretion, amend this Contract to conform with federal, state, or local governmental guidelines, policies and available funding amounts, or for other reasons. If such Amendments result in a change in the funding, the scope of services, or schedule of, the activities to be undertaken as part of the Contract, such modifications will be incorporated only by written amendment signed by both the City and the Contractor.
23. **BREACH/WAIVER** - The failure of either the Contractor or the City to insist upon the strict performance of any provision of this Contract shall not be deemed to be a waiver of the right to insist upon strict performance of such provision or of any other provision of this Contract at any time. Partial payment by the City shall not be construed as a waiver. Waiver of any breach of this Contract shall not constitute waiver of a subsequent breach.
24. **SEVERABILITY** - In the event any provision of this Contract is determined to be void or unenforceable, all other provisions shall remain in full force and effect.
25. **ETHICS** - The Contractor acknowledges, for itself and its Subcontractor, that it is subject to the provisions of the 1991 Ethics Reform Act (8-13-100, et seq, South Carolina Code of Laws, 1976, as amended). Under this Act, "A person may not, directly or indirectly, give, offer, or promise anything of value to a public official, public member, or public employee with intent to:
 1. influence the discharge of a public official's, public member's, or public employee's official responsibilities;
 2. influence a public official, public member, or public employee to commit, aid in committing, collude in, or allow fraud on a governmental entity; or,

3. induce a public official, public member, or public employee to perform or fail to perform an act in violation of the public official's, public member's, or public employee's official responsibilities.

"Anything of value" includes, but is not limited to, lodging, transportation, entertainment, food, meals, beverages, money, gifts, honorariums, discounts and interest-free loans.

26. **NON-DISCRIMINATION IN CONTRACTING POLICY** - In carrying out the service, the Contractor shall not discriminate against any employee or applicant for employment because of that employee or applicant's age, sex, gender, gender identity or expression, sexual orientation, race, religion, creed, color, disability, national origin, veteran or military status, political affiliation, or any other characteristic protected by federal, state, or local laws ("protected characteristic"). The Contractor shall take affirmative steps to ensure equal employment opportunities for all applicants for employment, without regard to their protected characteristics. For the purpose of this Non-Discrimination in Contracting Policy, the term "sex" includes medical needs and / or lactation needs arising from pregnancy, childbirth, or related medical conditions pursuant to the South Carolina Pregnancy Accommodations Act, 2018 S.C. Act No. 244. This Non-Discrimination in Contracting Policy extends to all aspects of the Contractor's operations, including, but not limited to the Contractor's employment practices (including selection, hiring, assignment, re-assignment, training, promotion, transfer, compensation, layoff, leave of absence, return from layoff or leave of absence, discipline, and termination); selection of volunteers and vendors, and provision of services. The Contractor shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the government setting forth the provisions of this Non-Discrimination in Contracting Policy. The Contractor shall incorporate the provisions of this Non-Discrimination in Contracting Policy in all subcontracts for service work.
27. **SUCCESSORSHIP** - This Contract shall be binding upon the respondent and upon its successors and assignees. This Contract shall be binding upon the City in accordance with its terms and provisions.
28. **FINDINGS CONFIDENTIAL** - All of the reports, information, data, records or documents of any kind, prepared or assembled by the Contractor under this Contract 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.
29. **CONTRACT DOCUMENT** - Every exhibit, schedule and appendix attached to this Contract and referred to herein is hereby incorporated into this Contract by reference unless this Contract expressly provides otherwise. This Contract, exhibits and other documents include, but are not limited to the Conflict of Interest Statement, Non-collusion Affidavit, Business Information Record for Subcontractors/Subcontractors, Local Business Enterprise, and Mentor Protégé Implementation forms are incorporated by reference in this Contract and set forth the entire understanding between the parties hereto regarding the subject matter hereof.

Nothing in this Contract shall be construed to give any rights or benefits to anyone other than the City and the Contractor.

This Contract is subject to City Council approval.

Contractor agrees, under the terms as stated in the Specifications and Contract Documents and at his/its/their own proper cost and expense, to furnish all the materials, supplies, machinery, equipment, tools, superintendence, labor, insurance, and other accessories and services necessary to complete the said project in accordance with the conditions and prices stated in the proposal, general conditions of the contract or general specifications, the task specifications, construction specifications, provisions of the contract document, which includes all plans, maps, and other drawings written or explanatory matter thereof.

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

CITY OF COLUMBIA, SOUTH CAROLINA

Witness

Teresa Wilson, City Manager

Date: _____

CAROLINA TAP & BORE, INC.

Print: Name/Title

Signature

Date: _____

APPROVED AS TO FORM

Legal Department City of Columbia, SC

10/27/20

List of Exhibits

Exhibit A- Bid Information Form

Exhibit B – Task Order Administration

Exhibit B – Business Information Statement for Subcontractors/Subconsultants

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BID FORM
PROJECT NAME: WATER LEAKS - WATER DISTRICT 1
WM4559

Item No.	Description	Qty.	Unit	Unit Price	Amount
1	Traffic Control (Must meet SCDOT approved standards) If City of Columbia traffic control exists at a site and not removed and replaced no payment will be made for this item.	52	EA		
2	Saw Cut and Remove Asphalt or Concrete (Quantity calculated as 6' long x 5' wide x 6" thick). To be paid by weight tickets provided to Inspector. Sites to be on each ticket.	58	TN		
3	Remove subgrade as needed (Quantity calculated as 6' long x 5' wide x 4.5' deep). Contractor to insure subgrade meets minimum SCDOT standards. To be paid by weight tickets provided to Inspector. Sites to be on each ticket.	364	TN		
4	Replace Asphalt (6' long x 5' wide x 4" Binder Type B). Contractor to be paid by actual Field Dimensions for Repair Measured by the Inspector and recorded pavement thickness and by tickets provided to City's Inspector. Sites to be on each ticket.	39	TN		
5	Replace Asphalt (6' long x 5' wide x 2" Surface Type B). Contractor to be paid by actual Field Dimensions for Repair Measured by the Inspector and recorded pavement thickness, and by tickets provided to City's Inspector. Sites to be on each ticket.	20	TN		
6	Backfill Water Main with Tamped Sand Clay (6' long x 1 ft for bedding & 1 ft around 6" pipe) Contractor to be paid by actual field dimensions for repair measured by the Inspector and by tickets provided to City's Inspector. Sites to be on each ticket.	100	TN		
7	#57 Stone (Quantity calculated as 6' long x 2.5' wide x 1.5' deep). Contractor to be paid by actual field dimensions for repair measured by the Inspector and by tickets provided to City's Inspector. Sites to be on each ticket.	61	TN		
8	Flowfill ditch line (Quantity calculated as 6' long x 5' wide x 3' deep) To be paid by tickets provided to City's Inspector. Sites to be on each ticket.	175	CY		
9	Concrete (4000 PSI) Road Repair (12' long x 5' wide x 6" thick) (To match existing). Contractor to be paid by actual Field Dimensions for Repair Measured by the Inspector and recorded Concrete thickness and/or by tickets provided to City's Inspector. Sites to be on	58	CY		
10	Curb and gutter (8' length) Sites to be on each ticket.	24	LF		
11	Sidewalk (5' long x 5' wide x 4" thick) (To match existing). Contractor to be paid by actual Field Dimensions for Repair Measured by the City's Inspector and recorded Concrete thickness and by tickets provided to City's Inspector. Sites to be on each ticket.	16	CY		
12	Restoration (to include but not limited to sod replacement) (52 sites * 0.03)	1.56	AC		
13	6" and above water main repair (Repair band)	6	EA		
14	4" and less water main repair (Repair band)	4	EA		
15	Pipe Replacement 2" Rolled Polyethylene Water Main (Including Appurtenances)	20	LF		
16	Pipe Replacement 4"-6" DIP Water Main (Including all Fittings and Appurtenances)	20	LF		
17	Pipe Replacement 8"-10" DIP Water Main (Including all Fittings and Appurtenances)	20	LF		
18	Pipe Replacement 12"-16" DIP Water Main (Including all Fittings and Appurtenances)	20	LF		
19	Pipe Replacement 24" DIP Water Main (Including all Fittings and Appurtenances)	20	LF		
20	2" Gate valve and box, MJ	1	EA		
21	4" Gate valve and box, MJ	1	EA		
22	6" Gate valve and box, MJ	5	EA		
23	8" Gate valve and box, MJ	1	EA		
24	10" Gate valve and box, MJ	1	EA		
25	12" Gate valve and box, MJ	1	EA		
26	16" Gate valve and box, MJ	1	EA		
27	24" Gate valve and box, MJ	1	EA		
28	Renew and Reconnect Water Services, Long (1" and 2" Polyethylene w/ tracer wire) (Meter Box, Cast Iron Reader Lid, Dual Check Valve, and all Fittings) Long services are considered services that interface with asphalt (To be dry bored) If it is determined that open cut is required the contractor will be required to use a 1' bucket.	15	EA		
29	Renew and Reconnect Water Services, Short (1" and 2" Polyethylene w/ tracer wire) (Meter Box, Cast Iron Reader Lid, Dual Check Valve, and all Fittings) Short services are considered services that don't impact asphalt.	10	EA		
				SUBTOTAL:	
30	Mobilization (Not to exceed 10% of total bid per Specification 15.57.2)	52	EA		
				TOTAL BID:	



(Name of Consultant)
(CIP Number AND Name of Project)

EXHIBIT B – TASK ORDER FORM FOR CONSTRUCTION SERVICES

Task Order Number: _____

This Task Order to the Contract for Construction Services between the City of Columbia and _____, dated _____ (Contract) provides for the following Construction Services for Waterline/Hydrant Leaks Restoration Services Project:

Project Name:

Scope of Work: *(attach Contractor's Proposal)*

Compensation:

The Contractor's compensation for the above described services shall be:

Summary of Compensation:

Task Order 1	\$
Task Order 2	\$
Task Order 3	\$
Task Order 4	\$ 0,000.00
Total Previous Task Orders	\$
This Task Order 5	\$.00
Total Approved Compensation to Date:	\$

Schedule:

Date of Commencement:
Days allowed to complete the Task Order
Date of Substantial Completion

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

CITY OF COLUMBIA, SOUTH CAROLINA

Witness

Teresa Wilson, City Manager

Date: _____

NAME OF FIRM

Print: Name/Title

Signature

Date: _____

Recommended by:

Dana R. Higgins, P.E., LEED AP, Director of Engineering

Date

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 Cod - See Key Below)
				%		
				%		
				%		
				%		
				%		
				%		

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 \$ _____

TOTAL CONTRACT AMOUNT: \$ _____

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

Business Name: _-_____

Representative Name/Title: _____

Date: _____

Attachment: APPROVED - CarolinaTapBore.IDC:Waterline and Hydrant.Agreement Final (6298 : Professional Services Agreements for

Business Information for Subconsultants/Subcontractors- Continued

List information for each Subcontractor or Subconsultant below.

1) Subcontractors Company information (Primary/Main office location)

Company Name

Physical Address

Mailing Address

City/State Zip Code + 4

(____) _____
Phone number

(____) _____
Fax number

Primary Contact Name

Secondary Contact Name

Primary Contact Email Address

Secondary Contact Email Address

Federal ID #

Vendor #

2) Subcontractors Company information (Primary/Main office location)

Company Name

Physical Address

Mailing Address

City/State Zip Code + 4

(____) _____
Phone number

(____) _____
Fax number

Primary Contact Name

Secondary Contact Name

Primary Contact Email Address

Secondary Contact Email Address

Federal ID #

Vendor #

3) Subcontractors Company information (Primary/Main office location)

Company Name

Physical Address

Mailing Address

City/State Zip Code + 4

(____) _____
Phone number

(____) _____
Fax number

Primary Contact Name

Secondary Contact Name

Primary Contact Email Address

Secondary Contact Email Address

Federal ID #

Vendor #

4) Subcontractors Company information (Primary/Main office location)

Company Name

Physical Address

Mailing Address

City/State Zip Code + 4

(____) _____
Phone number

(____) _____
Fax number

Primary Contact Name

Secondary Contact Name

Primary Contact Email Address

Secondary Contact Email Address

Federal ID #

Vendor #

5) Subcontractors Company information (Primary/Main office location)

Company Name

Physical Address

Mailing Address

City/State Zip Code + 4

(____) _____
Phone number

(____) _____
Fax number

Primary Contact Name

Secondary Contact Name

Primary Contact Email Address

Secondary Contact Email Address

Federal ID #

Vendor #

6) Subcontractors Company information (Primary/Main office location)

Company Name

Physical Address

Mailing Address

City/State Zip Code + 4

(____) _____
Phone number

(____) _____
Fax number

Primary Contact Name

Secondary Contact Name

Primary Contact Email Address

Secondary Contact Email Address

Federal ID #

Vendor #



IDEFINITE DELIVERY CONTRACT FOR WATERLINE/HYDRANT LEAKS RESTORATION SERVICES

This Contract is being awarded under the Columbia Water Preapproved Contractors Listing.

1. **PURPOSE** – This Contract is entered into as of the date of the last signature affixed hereto, by and between the City of Columbia, South Carolina (hereinafter referred to as the “City”) and LAD Construction, LLC., (hereinafter referred to as the Contractor), to provide waterline and/or hydrant leaks and restoration work for the City of Columbia, SC.

NOTICE - All notices and communications in connection with this Contract will be addressed to the following:

CITY OF COLUMBIA

Name: Office of Procurement and Contracts
Title: Purchasing Agent
Address: 1800 Main Street
Second Floor
Phone: (803) 545-3470
Fax: (803) 758-1013
Email: procurement@columbiasc.gov

LAD CONSTRUCTION, LLC.

Name: Robert T. Blackwell
Title: President
Address: PO Box 1129
Swansea, SC 29160
Phone: (803)-568-2196
Email: tblackwell@ladconstructionllc.com

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

2. **SCOPE OF SERVICES** –As projects are identified the City will bid out project(s) directly to the shortlisted IDC contractors. Projects will be awarded to the qualified contractor with the lowest base bid. If base bid is not within the estimated budget for this work, the City may elect to rebid the project(s) at its discretion.

In completing the Work as stated within the individual Bid Worksheet (Exhibit A), Contractor shall also follow the City’s guidelines per Construction Regulations Part 15, 16, 18, and 20. See link below.
<https://columbiascwater.wh1.idfsites.com/wp-content/uploads/2020/10/2020-10-05a-Eng-Regs.pdf>

3. **SUPPLEMENTAL OR ADDITIONAL SERVICES** – The City may require supplemental or additional services of the Contractor or recommended by the Contractor and approved by the City in writing.

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

4. **TERM OF CONTRACT** – The term of the Contract is the date of the execution of a *Notice to Proceed and a valid Purchase Order from the City of Columbia* for an initial term of one (1) year, with the option to renew or continue with work for two (2) additional one (1) year periods at the mutual pleasure of both parties.

The decision whether to extend the Contract, upon written request, shall be the sole and exclusive

discretion of the City and neither party shall be under any obligation to agree to an extension of the initial term or any additional term.

5. **SCHEDULE FOR COMPLETION OF SERVICES** – The Contractor shall complete any and all services performed under this Contract within the time frames as mutually agreed upon by all parties.
6. **COMPENSATION** – (See Exhibit B)

- A. Each Contract shall be negotiated separately via individual task orders and, when combined with other construction efforts related to this project, will not exceed the cumulative budget authorized by City Council.

The total compensation to be paid by the City to the Contractor under this Contract shall not exceed Five Hundred Thousand Dollars and No/100 (\$500,000.00).

Compensation for services as specified within the general scope of the Contract will be identified on each Task Order issued as outlined in Exhibit A and will be within the maximum value of the Contract.

There are no guarantees or commitments on projects being awarded.

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

- B. Task Order Administration:

The City will consider the Contractors effort and workload capacity at the time the proposed orders are identified to determine their ability to handle the work

Competition will be obtained among the Contractor(s) as projects are identified. However, there may be circumstances when it is not feasible to compete all orders. There may also be instances when the City will not compete orders based on factors where the effort represents a logical follow-on to an existing order that was previously competed.

Task orders shall be within the scope of the awarded contract, issued within the period of performance, and be within the maximum value of the contract.

Task order shall include a statement of work that clearly specifies all tasks to be performed and/or property to be delivered under the order.

Task orders shall not be artificially divided to circumvent procurement regulations.

Task order requirements may be grouped for inclusion of several projects by geographical location of work needed. This does not and will not provide geographical preference to the Contractors; but the City will take into consideration work in the same geographical areas/locations within the scope of the Contract.

The total period of performance for any Indefinite Delivery Contract (IDC) will be a base period of one (1) year with an option to extend two (2) additional one-year periods at the mutual pleasure of both parties. The period of performance for the individual projects will be identified in the task order.

- C. The Contractor shall submit invoices no more frequently than monthly for services rendered during each phase of the Project. Each invoice submitted must describe the services for which payment is requested, show payment calculations and specify the person(s) rendering such service(s). Contractor must invoice monthly regardless of work being completed during that period. If no work is completed, a zero balance invoice should be submitted. **Each invoice must also clearly identify any portion of the fee invoiced for subcontracted services, including any such services that are specified in the Summary of Proposed Subcontractors shown on Exhibit C hereto.** Each invoice shall bear the signature of the Contractor, whose signature shall certify that the information contained in the invoice is true and accurate and that the invoice amount is currently due and owing. The City will not pay interest or penalty on any past due amount.
- D. Invoicing Procedure
Failure of the Contractor to follow these invoice requirements will result in the delay of payment of the invoice.
- E. Prompt Payment to Subcontractors and Material Suppliers (Use Prompt Payment Affidavit)
1. The Contractor is required to pay all Subcontractors and material suppliers for all work that the Subcontractor has satisfactorily completed, no later than twenty (20) calendar days after the Contractor has received payment from the City.
 2. In addition, all retainage amounts received from the City by the Contractor must be paid by the Contractor to the Subcontractor no later than fourteen (14) calendar days after the Subcontractor 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 Subcontractor or material supplier requires good cause and prior written approval of the City or designee.
 4. The Contractor is required to include, in each Subcontract, a clause requiring the use of appropriate arbitration mechanisms or other method to resolve all payment disputes.
 5. The City will not pay the Contractor for subsequent work performed unless and until the Contractor ensures that the Subcontractor have been promptly paid for the work they have performed under all previous payment requests, as evidenced by the filing of City lien waivers, canceled checks (if requested), and the Contractors sworn statement that it has complied with the prompt payment requirements. The Contractor must submit a Prompt Payment Affidavit, Subcontractor list that identifies each Subcontractor (both Disadvantaged Business Enterprises (DBEs) and non-DBEs) including Subcontract values and the date and amount of the last payment to such Subcontractor(s). That documentation must be provided with every payment request submitted to the City, except for the first payment request.
 6. Failure to comply with these prompt payment requirements is a breach of this Contract. The City reserves the right to pursue any and all remedies permitted under law for breach of contract, including, but not limited to, Contractor debarment.
- F. 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, Subcontractor and suppliers on its procurement and contracting offerings.

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

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

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

G. Subcontracting Goals

Under this Contract, the subcontracting goals are as follows:

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

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

7. **MENTOR-PROTÉGÉ PROGRAM** (<http://www.columbiasc.net/business-outreach/>) – 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 minimum MPP participation for this Contract is 20%.

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

The Contractor agrees that it has or will enter into a separate contractual Contract with the Protégé to which the City is not a party.

8. INDEMNIFICATION & INSURANCE

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

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

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

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

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

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

- B. The Contractor shall furnish the City with a certificate showing satisfactory proof of carriage of the insurance required hereunder and such insurance shall be approved by the City prior to the Contractor and any Subcontractor of the Contractor commencing any services under this Contract and this insurance shall remain in effect throughout the term of this Contract, and any extensions of service. Insurance shall remain in effect for the duration of the project and for a period of one (1) year after completion. The City of Columbia shall be the Certificate Holder and shall be named as an *Additional Insured*.
- C. The Contractor shall indemnify, defend, hold harmless and reimburse the City, its agents, and employees from and against any and all losses, liabilities, expenses, and all claims for damages of any nature whatsoever relating to or arising out of any action or failure to act by Contractor, its Subcontractor, officers, agents and employees of any of the obligations under the Contract.

Losses, liabilities, expenses and claims for damages shall include, but will not be limited to, civil and criminal fines and penalties, loss of use or services, bodily injury, death, personal injury, or injury to real or personal property, defense costs, legal fees and costs, and attorney's fees for an appeal.

The Contractor will also agree to promptly notify the City of any civil or criminal actions filed against the Contractor or of any notice of violation from any federal or state agency, or of any claim as soon as practical as relates to the services provided under this Contract. The City, upon receipt of such notice, shall have the right at its election to defend any and all actions or suits or to join in defense.

9. **PERMITS & LICENSES**

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

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

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

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

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

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

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

14. **OWNERSHIP OF PROJECT DOCUMENTS** - All data, documents or other information of any description generated by or used by the Contractor or any Subcontractor retained by the Contractor and related to the services required by this Contract 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 Contract.

15. **INDEPENDENT CONTRACTOR** - The Contractor shall be responsible for performance of all services required by this Contract. The Contractor does not act as the City's agent or employee.

17. **ASSIGNABILITY/SUBCONTRACTING** - The Contractor will not assign or sublet its obligations to perform the services required by this Contract without the written consent of the City. The Contractor

shall be as fully responsible to the City for the acts and omission of its Subcontractor, as it is for the acts and omissions of persons directly employed by the Contractor.

18. **ACCESS TO RECORDS** - The Contractor shall furnish and its Subcontractor shall furnish all information and reports required hereunder.
19. **DISPUTE RESOLUTION** - In the event there are any disagreements between the City and the Contractor with regard to any of the requirements, specifications or interpretation of this Contract, the Contractor agrees to defer to the reasonable interpretations of the City as, from time to time, may be made by the City. Ambiguities in the terms of this Contract, if any, shall not be construed against the City.
20. **GOVERNING LAW** - This Contract shall be construed in accordance with the laws and City of Columbia Code of Ordinances and those of the State of South Carolina. The Contractor agrees to subject itself to the jurisdiction and venue of the courts of Richland or Lexington County, State of South Carolina as to all matters and disputes arising or to arise under this Contract and the performance thereof. The City may seek attorney's fees and the Contractor agrees to pay such fees as awarded by the Court or other body. No attorney's fees may be sought by, nor will be paid to, the Contractor.
21. **WHOLE CONTRACT** - This Contract represents the entire Contract between the City and the Contractor and supersedes all prior communications, negotiations, representations or Contracts, either written or oral. The parties may amend this Contract at any time provided that such Amendments are executed in writing, signed by a duly authorized representative of both organizations, and approved, where applicable, by the City's governing body.
22. **AMENDMENTS** - The City may, in its discretion, amend this Contract to conform with federal, state, or local governmental guidelines, policies and available funding amounts, or for other reasons. If such Amendments result in a change in the funding, the scope of services, or schedule of, the activities to be undertaken as part of the Contract, such modifications will be incorporated only by written amendment signed by both the City and the Contractor.
23. **BREACH/WAIVER** - The failure of either the Contractor or the City to insist upon the strict performance of any provision of this Contract shall not be deemed to be a waiver of the right to insist upon strict performance of such provision or of any other provision of this Contract at any time. Partial payment by the City shall not be construed as a waiver. Waiver of any breach of this Contract shall not constitute waiver of a subsequent breach.
24. **SEVERABILITY** - In the event any provision of this Contract is determined to be void or unenforceable, all other provisions shall remain in full force and effect.
25. **ETHICS** - The Contractor acknowledges, for itself and its Subcontractor, that it is subject to the provisions of the 1991 Ethics Reform Act (8-13-100, et seq, South Carolina Code of Laws, 1976, as amended). Under this Act, "A person may not, directly or indirectly, give, offer, or promise anything of value to a public official, public member, or public employee with intent to:
 1. influence the discharge of a public official's, public member's, or public employee's official responsibilities;
 2. influence a public official, public member, or public employee to commit, aid in committing, collude in, or allow fraud on a governmental entity; or,

3. induce a public official, public member, or public employee to perform or fail to perform an act in violation of the public official's, public member's, or public employee's official responsibilities.

"Anything of value" includes, but is not limited to, lodging, transportation, entertainment, food, meals, beverages, money, gifts, honorariums, discounts and interest-free loans.

26. **NON-DISCRIMINATION IN CONTRACTING POLICY** - In carrying out the service, the Contractor shall not discriminate against any employee or applicant for employment because of that employee or applicant's age, sex, gender, gender identity or expression, sexual orientation, race, religion, creed, color, disability, national origin, veteran or military status, political affiliation, or any other characteristic protected by federal, state, or local laws ("protected characteristic"). The Contractor shall take affirmative steps to ensure equal employment opportunities for all applicants for employment, without regard to their protected characteristics. For the purpose of this Non-Discrimination in Contracting Policy, the term "sex" includes medical needs and / or lactation needs arising from pregnancy, childbirth, or related medical conditions pursuant to the South Carolina Pregnancy Accommodations Act, 2018 S.C. Act No. 244. This Non-Discrimination in Contracting Policy extends to all aspects of the Contractor's operations, including, but not limited to the Contractor's employment practices (including selection, hiring, assignment, re-assignment, training, promotion, transfer, compensation, layoff, leave of absence, return from layoff or leave of absence, discipline, and termination); selection of volunteers and vendors, and provision of services. The Contractor shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the government setting forth the provisions of this Non-Discrimination in Contracting Policy. The Contractor shall incorporate the provisions of this Non-Discrimination in Contracting Policy in all subcontracts for service work.
27. **SUCCESSORSHIP** - This Contract shall be binding upon the respondent and upon its successors and assignees. This Contract shall be binding upon the City in accordance with its terms and provisions.
28. **FINDINGS CONFIDENTIAL** - All of the reports, information, data, records or documents of any kind, prepared or assembled by the Contractor under this Contract 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.
29. **CONTRACT DOCUMENT** - Every exhibit, schedule and appendix attached to this Contract and referred to herein is hereby incorporated into this Contract by reference unless this Contract expressly provides otherwise. This Contract, exhibits and other documents include, but are not limited to the Conflict of Interest Statement, Non-collusion Affidavit, Business Information Record for Subcontractors/Subcontractors, Local Business Enterprise, and Mentor Protégé Implementation forms are incorporated by reference in this Contract and set forth the entire understanding between the parties hereto regarding the subject matter hereof.

Nothing in this Contract shall be construed to give any rights or benefits to anyone other than the City and the Contractor.

This Contract is subject to City Council approval.

Contractor agrees, under the terms as stated in the Specifications and Contract Documents and at his/its/their own proper cost and expense, to furnish all the materials, supplies, machinery, equipment, tools, superintendence, labor, insurance, and other accessories and services necessary to complete the said project in accordance with the conditions and prices stated in the proposal, general conditions of the contract or general specifications, the task specifications, construction specifications, provisions of the contract document, which includes all plans, maps, and other drawings written or explanatory matter thereof.

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

CITY OF COLUMBIA, SOUTH CAROLINA

Witness

Teresa Wilson, City Manager

Date: _____

LAD CONSTRUCTION, LLC.

Print: Name/Title

Signature

Date: _____

APPROVED AS TO FORM



Legal Department City of Columbia, SC

10/27/20

List of Exhibits

Exhibit A- Bid Information Form

Exhibit B – Task Order Administration

Exhibit B – Business Information Statement for Subcontractors/Subconsultants

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BID FORM
PROJECT NAME: WATER LEAKS - WATER DISTRICT 1
WM4559

Item No.	Description	Qty.	Unit	Unit Price	Amount
1	Traffic Control (Must meet SCDOT approved standards) If City of Columbia traffic control exists at a site and not removed and replaced no payment will be made for this item.	52	EA		
2	Saw Cut and Remove Asphalt or Concrete (Quantity calculated as 6' long x 5' wide x 6" thick). To be paid by weight tickets provided to Inspector. Sites to be on each ticket.	58	TN		
3	Remove subgrade as needed (Quantity calculated as 6' long x 5' wide x 4.5' deep). Contractor to insure subgrade meets minimum SCDOT standards. To be paid by weight tickets provided to Inspector. Sites to be on each ticket.	364	TN		
4	Replace Asphalt (6' long x 5' wide x 4" Binder Type B). Contractor to be paid by actual Field Dimensions for Repair Measured by the Inspector and recorded pavement thickness and by tickets provided to City's Inspector. Sites to be on each ticket.	39	TN		
5	Replace Asphalt (6' long x 5' wide x 2" Surface Type B). Contractor to be paid by actual Field Dimensions for Repair Measured by the Inspector and recorded pavement thickness, and by tickets provided to City's Inspector. Sites to be on each ticket.	20	TN		
6	Backfill Water Main with Tamped Sand Clay (6' long x 1 ft for bedding & 1 ft around 6" pipe) Contractor to be paid by actual field dimensions for repair measured by the Inspector and by tickets provided to City's Inspector. Sites to be on each ticket.	100	TN		
7	#57 Stone (Quantity calculated as 6' long x 2.5' wide x 1.5' deep). Contractor to be paid by actual field dimensions for repair measured by the Inspector and by tickets provided to City's Inspector. Sites to be on each ticket.	61	TN		
8	Flowfill ditch line (Quantity calculated as 6' long x 5' wide x 3' deep) To be paid by tickets provided to City's Inspector. Sites to be on each ticket.	175	CY		
9	Concrete (4000 PSI) Road Repair (12' long x 5' wide x 6" thick) (To match existing). Contractor to be paid by actual Field Dimensions for Repair Measured by the Inspector and recorded Concrete thickness and/or by tickets provided to City's Inspector. Sites to be on	58	CY		
10	Curb and gutter (8' length) Sites to be on each ticket.	24	LF		
11	Sidewalk (5' long x 5' wide x 4" thick) (To match existing). Contractor to be paid by actual Field Dimensions for Repair Measured by the City's Inspector and recorded Concrete thickness and by tickets provided to City's Inspector. Sites to be on each ticket.	16	CY		
12	Restoration (to include but not limited to sod replacement) (52 sites * 0.03)	1.56	AC		
13	6" and above water main repair (Repair band)	6	EA		
14	4" and less water main repair (Repair band)	4	EA		
15	Pipe Replacement 2" Rolled Polyethylene Water Main (Including Appurtenances)	20	LF		
16	Pipe Replacement 4"-6" DIP Water Main (Including all Fittings and Appurtenances)	20	LF		
17	Pipe Replacement 8"-10" DIP Water Main (Including all Fittings and Appurtenances)	20	LF		
18	Pipe Replacement 12"-16" DIP Water Main (Including all Fittings and Appurtenances)	20	LF		
19	Pipe Replacement 24" DIP Water Main (Including all Fittings and Appurtenances)	20	LF		
20	2" Gate valve and box, MJ	1	EA		
21	4" Gate valve and box, MJ	1	EA		
22	6" Gate valve and box, MJ	5	EA		
23	8" Gate valve and box, MJ	1	EA		
24	10" Gate valve and box, MJ	1	EA		
25	12" Gate valve and box, MJ	1	EA		
26	16" Gate valve and box, MJ	1	EA		
27	24" Gate valve and box, MJ	1	EA		
28	Renew and Reconnect Water Services, Long (1" and 2" Polyethylene w/ tracer wire) (Meter Box, Cast Iron Reader Lid, Dual Check Valve, and all Fittings) Long services are considered services that interface with asphalt (To be dry bored) If it is determined that open cut is required the contractor will be required to use a 1' bucket.	15	EA		
29	Renew and Reconnect Water Services, Short (1" and 2" Polyethylene w/ tracer wire) (Meter Box, Cast Iron Reader Lid, Dual Check Valve, and all Fittings) Short services are considered services that don't impact asphalt.	10	EA		
				SUBTOTAL:	
30	Mobilization (Not to exceed 10% of total bid per Specification 15.57.2)	52	EA		
				TOTAL BID:	



(Name of Consultant)
(CIP Number AND Name of Project)

EXHIBIT B – TASK ORDER FORM FOR CONSTRUCTION SERVICES

Task Order Number: _____

This Task Order to the Contract for Construction Services between the City of Columbia and _____, dated _____ (Contract) provides for the following Construction Services for Waterline/Hydrant Leaks Restoration Services Project:

Project Name:

Scope of Work: *(attach Contractor's Proposal)*

Compensation:

The Contractor's compensation for the above described services shall be:

Summary of Compensation:

Task Order 1	\$
Task Order 2	\$
Task Order 3	\$
Task Order 4	\$ 0,000.00
Total Previous Task Orders	\$
This Task Order 5	\$.00
Total Approved Compensation to Date:	\$

Schedule:

Date of Commencement:
Days allowed to complete the Task Order
Date of Substantial Completion

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

CITY OF COLUMBIA, SOUTH CAROLINA

		Date:
Witness	Teresa Wilson, City Manager	

NAME OF FIRM		
		Date:
Print: Name/Title	Signature	

Recommended by:

Dana R. Higgins, P.E., LEED AP, Director of Engineering	Date
---	-------------

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 Cod - See Key Below)
				%		
				%		
				%		
				%		
				%		
				%		

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 \$ _____

TOTAL CONTRACT AMOUNT: \$ _____

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

Business Name: _-_____

Representative Name/Title: _____

Date: _____

Attachment: APPROVED - LAD.IDC.Waterline and Hydrant.Agreement Final (6298 : Professional Services Agreements for Waterline/Hydrant

Business Information for Subconsultants/Subcontractors- Continued

List information for each Subcontractor or Subconsultant below.

1) Subcontractors Company information (Primary/Main office location)

Company Name

Physical Address

Mailing Address

City/State Zip Code + 4

()
Phone number

()
Fax number

Primary Contact Name

Secondary Contact Name

Primary Contact Email Address

Secondary Contact Email Address

Federal ID #

Vendor #

2) Subcontractors Company information (Primary/Main office location)

Company Name

Physical Address

Mailing Address

City/State Zip Code + 4

()
Phone number

()
Fax number

Primary Contact Name

Secondary Contact Name

Primary Contact Email Address

Secondary Contact Email Address

Federal ID #

Vendor #

3) Subcontractors Company information (Primary/Main office location)

Company Name

Physical Address

Mailing Address

City/State Zip Code + 4

(____) _____
Phone number

(____) _____
Fax number

Primary Contact Name

Secondary Contact Name

Primary Contact Email Address

Secondary Contact Email Address

Federal ID #

Vendor #

4) Subcontractors Company information (Primary/Main office location)

Company Name

Physical Address

Mailing Address

City/State Zip Code + 4

(____) _____
Phone number

(____) _____
Fax number

Primary Contact Name

Secondary Contact Name

Primary Contact Email Address

Secondary Contact Email Address

Federal ID #

Vendor #

5) Subcontractors Company information (Primary/Main office location)

Company Name

Physical Address

Mailing Address

City/State Zip Code + 4

(____) _____
Phone number

(____) _____
Fax number

Primary Contact Name

Secondary Contact Name

Primary Contact Email Address

Secondary Contact Email Address

Federal ID #

Vendor #

6) Subcontractors Company information (Primary/Main office location)

Company Name

Physical Address

Mailing Address

City/State Zip Code + 4

(____) _____
Phone number

(____) _____
Fax number

Primary Contact Name

Secondary Contact Name

Primary Contact Email Address

Secondary Contact Email Address

Federal ID #

Vendor #

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AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement is being awarded under procurement method RFP003-20-21-KDD Program Management Services for Community Development Block Grant Disaster Recovery Grant (CDBG-DR).

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 ICF Incorporated, L.L.C., (hereinafter referred to as the “Consultant”), to provide program management services to the City for the Community Development Block Grant Disaster Recovery Grant.

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.

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4. **TERM OF AGREEMENT** – The term of the Agreement is the date of the execution of this *Award* or a *Notice to Proceed* for an initial term of Two (2) years through December 31, 2022, with the option to renew or continue with work for Two (2) additional one-year period(s) 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 i.e. Nine Hundred Eighty-Nine Thousand, Seven Hundred Sixty-Seven dollars and 50/100 (\$989,767.50).
- 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

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that the invoice amount is currently due and owing. The City will not pay interest or penalty on any past due amount.

C. Invoicing Procedure:

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

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

1. The Consultant is required to pay all Subconsultants and material suppliers for all work that the Subconsultant has satisfactorily completed, no later than twenty (20) calendar days after the Consultant has received payment from the City.
2. In addition, all retainage amounts received from the City by the Consultant must be paid by the Consultant to the Subconsultant no later than fourteen (14) calendar days after the Subconsultant has, in the opinion of the Assistant City Consultant for Construction or his/her 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's Assistant City Consultant for Construction or his/her 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

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

6. Failure to comply with these prompt payment requirements is a breach of this 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 10% 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.

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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 contracting as it relates to meeting affirmative action objectives

F. Subcontracting Goals

Under this Agreement, the subcontracting goals are as follows:

SBE Goals	<u>.30</u>	%
MBE	<u>N/A</u>	%
WBE	<u>15.42</u>	%
LSA	<u>N/A</u>	%

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

7. **MENTOR-PROTÉGÉ PROGRAM** (<http://www.columbiasc.net/business-outreach/>)
NON-APPLICABLE – The City of Columbia encourages, where economically feasible, establishment of mentor-protégé relationships to ensure contracting opportunities for all businesses, including minority / women / small business enterprises. The Mentor-Protégé Program (MPP) helps develop private sector business relationships and enhances the contracting capabilities of minority-owned business enterprises (MBE), women-owned business enterprises (WBE), and small business enterprises (SBE). In order to provide opportunities for growth and to encourage hands-on business relationships, certain capital improvement projects may be designated by the City of Columbia as Mentor-

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Protégé Program projects.

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 which the City is not a party.

7. 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 Consultant's Worker Compensation

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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) 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 occurrence, 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,

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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, shall have the right at its election to defend any and all actions or suits or to join in defense.

8. **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 Consultants Permits, City/County/ South Carolina

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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 Consultant shall procure a City of Columbia business license while performing services under this Agreement.
9. **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 Consultant's successor. All records shall be free from any proprietary claims or interest. The Consultant agrees to fully cooperate with the City and any successor to ensure an effective transition to continuously provide the required services.
10. **INTEREST OF CONSULTANT** – The Consultant covenants that Consultant presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this 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 Consultant's services available to other entities but agrees to refrain from representing other entities in matters where the position of

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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.

11. **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;
- 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 Consultant shall be entitled to be paid a pro-rata percentage of the total Agreement price

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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 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

ICF Incorporated, L.L.C.

Name: Dotti Shields
Title: Director, Contracts
Address: 9300 Lee Highway
Fairfax, VA 22031
Phone: (703) 272-6640
Dotti.Shields@icf.com

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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, records, or other information in electronic form) in the Consultant's possession or control that relate in any manner to the Consultant's performance under this Agreement ("Preserved Documents"). Upon the Consultant's 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

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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 Consultant's 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 Consultant's failure to perform pursuant to the Agreement.
- E. The Consultant shall perform the services pursuant to this Agreement using sound Consulting 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.

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- 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 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

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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 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;

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2. influence a public official, public member, or public employee to commit, aid in committing, collude in, or allow fraud on a governmental entity; or,
3. induce a public official, public member, or public employee to perform or fail to perform an act in violation of the public official's, public member's, or public employee's official responsibilities.

"Anything of value" includes, but is not limited to, lodging, transportation, entertainment, food, meals, beverages, money, gifts, honorariums, discounts and interest-free loans.

- K. In carrying out the service, the Contractor shall not discriminate against any employee or applicant for employment because of that employee or applicant's age, sex, gender, gender identity or expression, sexual orientation, race, religion, creed, color, disability, national origin, veteran or military status, political affiliation, or any other characteristic protected by federal, state, or local laws ("protected characteristic"). The Contractor shall take affirmative steps to ensure equal employment opportunities for all applicants for employment, without regard to their protected characteristics. For the purpose of this Non-Discrimination in Contracting Policy, the term "sex" includes medical needs and / or lactation needs arising from pregnancy, childbirth, or related medical conditions pursuant to the South Carolina Pregnancy Accommodations Act, 2018 S.C. Act No. 244. This Non-Discrimination in Contracting Policy extends to all aspects of the Contractor's operations, including, but not limited to the Contractor's employment practices (including selection, hiring, assignment, re-assignment, training, promotion, transfer, compensation, layoff, leave of absence, return from layoff or leave of absence, discipline, and termination); selection of volunteers and vendors, and provision of services. The Contractor shall post in conspicuous places, available to

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- employees and applicants for employment, notices to be provided by the government setting forth the provisions of this Non-Discrimination in Contracting Policy. The Contractor shall incorporate the provisions of this Non-Discrimination in Contracting Policy in all subcontracts for service work.
- L. This Agreement shall be binding upon the respondent and upon its successors and assignees. This Agreement shall be binding upon the City in accordance with its terms and provisions.
- M. All of the reports, information, data, records or documents of any kind, prepared or assembled by the 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, Business Information Record for Subconsultants /Subcontractors, Local Business Enterprise, and Mentor Protégé Implementation forms are incorporated by reference in this Agreement and set forth the entire understanding between the parties hereto regarding the subject matter hereof.
18. **TERMS AND CONDITIONS** - Federal Funding Conditions: The Consultant must comply with all conditions of federal funding to include, but not limited to Exhibit E HUD General Provisions and the specific clauses outlined below:
1. ANTI-KICKBACK ACT OF 1986: Prohibits any payment or gratuity made

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for the purpose of inducing award of a subcontract or prime contract with the federal government. The Consultant shall comply with all applicable "Anti-Kickback" regulations and shall insert appropriate provisions in all subcontracts covering work under this Agreement to insure compliance by the sub Consultants with such regulations, and shall be responsible for the submission of affidavits required of subconsultants thereunder except as the Secretary of Labor may specifically provide for variations of or exemptions from the requirements thereof.

2. DEBARMENT, SUSPENSION, AND INELIGIBILITY: The Consultant represents and warrants that it and its subcontractors are not debarred, suspended, or placed in ineligibility status by any federal, state, or local regulatory authorities.

3. UNIFORM ADMINISTRATIVE REQUIREMENTS AND COST PRINCIPLES 24 CFR 200: which revises the following, 24 CFR 570.502, 570.610 Consultant shall comply with the requirements and standards of OMB Circular A-122, "Cost Principles for Non-profit Organizations", OMB Circular A-133, "Audits of Institutions of Higher Education, and Other Non-profit Institutions". Audits shall be conducted annually. Consultant shall also comply with the provisions of OMB Circular A-110, "Uniform Administrative Requirements", implemented at 24 CFR Part 84, "Uniform Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations or the related HMGP provisions.

4. AMERICANS WITH DISABILITIES ACT: Consultant agrees to comply fully with any and all provisions of the Americans with Disabilities Act (hereinafter referred to as "ADA") as applicable with the Consultant and the activities to be performed by Consultant under the scope of this Agreement. If employing more than fifteen (15) employees, Consultant agrees to comply fully with Title I of the "ADA" as set forth at 28 CFR Part 130. If providing "public accommodations" as defined by the Act in Section 301(7)(A) -(L), Consultant agrees to comply fully with Title III of the "ADA" as set forth at 28 CFR Part

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36. If providing public transportation, Consultant agrees to comply fully with the federal regulations as set forth at 49 CFR Parts 37 and 38.

5. CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT: The Consultant will comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. §7401-7671(q) and the Federal Water Pollution Control Act as amended (33 U.S.C. §1251-1387).

The Consultant will report each violation to the City, Federal Emergency Management Agency (FEMA), and the appropriate Environmental Protection Agency Regional Office (EPA).

The Consultant agrees to include these requirements in each subcontract exceeding Twenty-Five Thousand Dollars (\$25,000.00) financed in whole or in part with federal assistance provided by FEMA.

6. 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 Scope of Services and Schedule, Fee, Subconsultant Form, Invoicing Procedures, Prompt Payment Affidavit, 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.

7. The Consultant acknowledges that Federal Emergency Management Agency (FEMA) and Hazardous Mitigation Grant Program (HMGP) financial assistance will be used to fund the Agreement only. Successful Consultant will comply with all applicable federal law, regulations, executive orders, FEMA policies, HMGP policies, procedures, and directives.

ICF Incorporated, LLC
Program Management Services for Community Development Block Grant Disaster Recovery
Grant (CDBG-DR)

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

9. The City will maintain oversight to ensure the Consultant performs in accordance with all terms, conditions and specifications. The Consultant will be responsible for performance of all services required by the Agreement.

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ICF Incorporated, LLC
 Program Management Services for Community Development Block Grant Disaster Recovery
 Grant (CDBG-DR)

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

CITY OF COLUMBIA, SOUTH CAROLINA

Witness

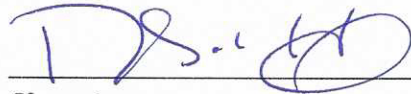
Teresa Wilson, City Manager

Date: _____

ICF INCORPORATED, L.L.C.

Dorothy A. Shields
 Director, Contracts

Print: Name/Title

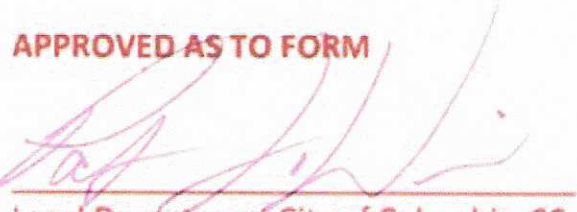


Signature

Date: 11/2/20

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APPROVED AS TO FORM



Legal Department City of Columbia, SC

10/28/20

ICF Incorporated, LLC
Program Management Services for Community Development Block Grant Disaster Recovery
Grant (CDBG-DR)

List of Exhibits

Exhibit A – Scope of Services

Exhibit B – Schedule for Completion of Services

Exhibit C – Compensation/Staff Hourly Rates

Exhibit D – Business Information Statement for Subconsultant/Subcontractor

Exhibit E – HUD General Provisions

EXHIBIT A – SCOPE OF SERVICES

IMPLEMENTATION PHASE ONE:

- Reviewing ALL active housing applicant files (*approx.177*) for compliance: determine eligibility and duplication of benefits are verified, ensure files are thoroughly documented and complete;
- Reviewing ALL ineligible applicant files (*approx. 152*) to re-verify ineligible determination;
- Reviewing completed environmental assessments and ensure lead-based hazards are identified and screened for applicability of Lead Safety Housing Rule;
- Working with City to develop electronic record of applicant files;
- Working with City to update CDBG-DR website;
- Reviewing program policies and procedures to ensure complete and accurate;
- Assisting the City in responding to HUD monitoring letter to clear ALL concerns and findings;
- Providing work products and guidance that meets the requirements set by all applicable rules and regulations

IMPLEMENTATION PHASE TWO:

- Preparing Action Plan Amendments as necessary to update financial and program timelines and projections
- Working with City to establish budgets for Administration, Planning and Program/Activity Delivery;
- Coordinating with City public outreach and community engagement for the public participation process as required; including, but not limited to, public hearings, open forums and workshops as may be needed; and
- Building staff capability through delivery of technical assistance and training of staff.

CONSULTANT'S RESPONSIBILITIES

During the contract period, the contractor will be responsible for:

- Providing services to the City including but not limited to city departments, city partner agencies and city component units;
- Conducting analysis and review in a professional manner;
- Performing all tasks on time based on an agreed upon schedule;
- Providing environmental reviews and independent cost analysis when required and necessary;
- Draft procurements as needed for programs as necessary;
- The Consultant will be tasked with developing the reporting structure for all data with the City owning all data and the application system or computer program;
- The Consultant shall manage, select, and configure data, application systems, and computer programs on behalf of the City;
- The City's Information Technology (IT) Department shall have administrative access to all data, application systems, or computer programs;
- All data, application systems, and computer programs shall be available for the entire period, to include but not be limited to the transition period, the contract period, contract closeout, and a period after contract closeout of no less than three years;
- The selection of any computer programming and systems shall be approved by the City's IT Department;
- Consultant shall be responsible for importing of existing electronic data that will be provided in an electronic format to be agreed upon by the Consultant and the City;
- Providing quality assurance in strict accordance with all industry standards;
- Submitting invoices reflecting staff name, task performed, hours, etc. in a timely manner along with all supporting documentation required;
- Providing all information and collected data per HUD regulations and program policies and procedures to City staff for its record keeping;
- Assisting City in preparation for HUD/ OIG monitoring and responses; and,

- Assist City with grant closeout.

CITY'S RESPONSIBILITIES

During the contract period, the City will be responsible for:

- Assisting with coordinating meetings with the respective government and non-governmental entities; and,
- Working with consultant to provide information/data needed to update projects and CDBG-DR Action Plan

KEY DELIVERABLES

- Assist the City in developing and/or updating policies and procedures for applicable projects, programs, etc.
- Amendments: Assist the City in the development of ALL subsequent amendments to the approved CDBG-DR Action Plan;
- Program Implementation Schedule for Phase One and Two: Include a detailed preliminary schedule incorporating all anticipated milestone dates, meetings, and document review periods;
- Subcontractor Plan: Provide a report within fifteen (15) business days after contract execution that identifies the contractor's compliance with SM/WBE. List proposed subcontractors; describe their experience, and their qualifications as well as specific involvement in this Program;
- Progress Report: Prepare weekly project status reports to include a narrative description of the progress of work and major tasks completed, budget status, schedule overview, and significant issues with recommendations on any unresolved matters;
- Assist City staff with holding public meetings to engage the public for input on the CDBG-DR action plan in addition to documenting the feedback; and,
- Contractor shall also fulfill any additional tasks to assist the City in successfully completing all of the requirements included in the current or future federal register notices.

IMPLEMENTATION STAGE DELIVERABLES

- Provide technical assistance to staff and subrecipients for compliance on programs and projects identified as needed;
- Assist with updating applicable policies and procedures for the programs identified in the plan, as needed;
- Assist with development of projects and agreements as needed; and,
- Provide recommendations on best practices for program administration, as needed.

OWNERSHIP OF DOCUMENTS AND ACCESS TO RECORDS

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.

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

The State, the U.S. Department of Housing and Urban Development, the Comptroller General of the United States or any of their duly authorized representatives, shall have, at any time and from time to time during normal business hours, access to any work product, books, documents, papers, and records of the Subcontractor which are related to this contract, for the purpose of inspection, audits, examinations, and making excerpts, copies and transcriptions

In addition, the following access to records requirements apply to the final agreement:

- A. The Consultant agrees to provide the City, and if at the City's direction, HUD, the Comptroller General of the United States, or other third party access to any books, documents, papers, and records of the Agreement that are directly pertinent to the Agreement for the purposes of making audits, examinations excerpts, and transcriptions.
- B. The Consultant agrees to permit any of the foregoing parties to reproduce, at the expense of the requestor by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- C. All requests for access to Consultants records shall be made in writing.

All specific City of Columbia IT requirements as listed within the Scope of Services Consultant's Responsibilities shall apply.

Exhibit 6. Our proposed schedule ensures all activities begin right away and can be adjusted as needed to meet the City's expectations and HUD deadlines

	Week 1	Week 2	Week 3	Week 4	Month 2	Month 3	Month 4	Month 5	Month 6	Year 1	Year 2
Project Kick-off Meeting											
Weekly Meetings											
Implementation - Phase 1											
Review all active housing applicant files									✓		
Review all ineligible housing applicant files								✓			
Review completed environmental assessments							✓				
Identify files needing lead assessments						✓					
Develop and implement an applicant system					✓						
Update CDG-DR Website				✓							
Review all CDBG-DR program policies & procedures				✓							
Respond to HUD monitoring letter				✓							
Providing work compliant products & guidance								✓			
Implementation - Phase 2											
Prepare Action Plan amendments									✓		
Develop budgets for Admin, Planning, & Activity Delivery						✓					
Coordinate public outreach and engagement									✓		
Provide technical assistance											
Develop and deliver training										✓	
Support development of QPRs											
Support project and program closeout											

- ✓ Milestone met, task support ongoing
- ✓ Milestone met
- ⌚ Task ongoing

IMPLEMENTATION PHASE ONE

Approach

Our initial focus will be on the homeowner programs—Columbia Homeowner Assistance Program (CHAP), Minor Repair, and Elevation Reimbursement Program, followed by the Small Rental and Multi-Family Housing Programs. The first step will be to **Review Program Policies and Procedures**. Each program will be reviewed to ensure all HUD and cross-cutting requirements are addressed in sufficient detail to allow for monitoring of program implementation. This is the first step because programmatic policy and procedure dictates how every facet of each program will be implemented. It impacts both process and the documentation required for each step in that process.

The homeowner program's policies and procedures must be sound and compliant before an adequate file review for eligibility and DOB analysis can be completed. Review of program policy and procedure will also result in the development of a document checklist. Each file will be reviewed to identify missing or incomplete documentation. In addition, a DOB analysis will be conducted and eligibility and award amount (if determined) verified. ICF will review all active housing applicant files and then review all ineligible applicant files.

Robert Soto, who will oversee data and reporting, will develop and implement the QC/QA protocol and checklist for each program. Implementing this protocol, a verification of DOB and eligibility will be done to verify and validate eligibility and to ensure each file tells a complete story of the application for future audit purposes. Our Environmental Specialist Steven Sherman will review the homeowner policies and procedures to ensure they are compliant with Part 58 requirements. Following that, the Specialist will review all completed environmental assessments to ensure the environmental records are complete and compliant. If deficiencies are found, a remediation plan will be developed and presented to OCD to address any concerns.

ICF Delivers Results

For the City of Houston, Dolores Acurso working alongside Sue Southon and Robert Soto completed 3,000 housing applications within 10 months of contract award. And within 6 weeks, ICF set up four local Housing Resource Centers, hired more than 50 multilingual housing specialists, set up mobile deployment teams and a call center, and developed a project management plan, a QA/QC plan, and a communications plan.

Based on the findings from the environmental review, homes that trigger Lead Safe Housing (built pre-1978) will be flagged by our Environmental Specialist to ensure that either a lead and asbestos assessment (if indicated) has been completed or that such an assessment is scheduled. That assessment and the remediation measures required will be sent to the subrecipient overseeing construction to ensure that lead and asbestos (if needed) remediation are included in the scope of work for repair or demolition/reconstruction. In the case of asbestos, the program will require documentation of safe disposal of all asbestos-containing materials be returned to OCD for inclusion in the project file. At the City's request, the Livable Housing team, our Lead and Construction Management Team, will be available to consult with the construction management subrecipient on questions related to lead remediation, appropriate contractor certification, and lead clearance. They will assist in identifying remediation measures that must be included in project scopes of work and estimated cost of repairs. We will also work with the City's selected subrecipient overseeing construction management to document that lead clearance has been completed and accepted prior to receipt of certificate of occupancy.

Also beginning in the first week, data management experts Robert Soto will work with the City to develop electronic applicant files record. ICF will work with the City's information technology (IT) and OCD staff, using the City's program guidelines to drive how the process is oriented in the SharePoint. Aligning the SharePoint system to the policies will ensure that we are in sync with the City's method of operations and that we can achieve the goals of the CDBG-DR grant.

The ICF communications team, led by Melissa Walker, will work with the city to update CDBG-DR website. ICF's knowledge of OCD's Website Policy, developed under the CDBG-MIT program to include the CDBG-DR website, ensures that all required documents are posted to the website, including procurements, contracts, and quarterly progress reports (QPRs), and that the site remains fully compliant.

The ICF team will provide immediate assistance to OCD staff to respond to the HUD monitoring letter to clear all concerns and findings. This task will be led by Dolores Acurso and Sue Southon, both of whom have experience in working with HUD to help resolve issues and concerns and clear grantee findings. We recognize the importance of complete follow-up to ensure that HUD has cleared and closed the finding, as open findings will delay project and grant closeout. We will help the City track and monitor the status of all concerns and findings and address any policies, procedures, or practices that need to be modified to ensure the issue is not repeated. Going forward, we will work with the City's compliance staff to conduct program and file reviews in advance of HUD monitoring visits to ensure that files, policies, procedures, and other documentation are complete and compliant. During the initial kickoff meeting and in the following weeks, we will work with the City to identify and provide work products and guidance that meet the requirements set by all applicable rules and regulations.

Key Deliverables and Associated Consultant Responsibilities

As with our prior work with the City, the ICF team stands ready to provide whatever support is needed by the City to complete the CDBG-DR projects and close out the grant. In addition to the team assembled for this proposal, we have a deep bench of subject matter experts in areas such as Uniform Relocation, Davis Bacon, and DOB, who can be called upon to assist as the need arises. ICF will also provide support, as directed by the City, to any subrecipients with whom the City may contract to complete its CDBG-DR programs. The ICF team will work in a timely and professional manner with City departments, City partner agencies, and City component units, among others. We will conduct analyses and reviews in a professional manner and perform all tasks on time, based on an agreed-upon schedule.

The ICF Team are SharePoint Experts

ICF has experience with developing various types of SharePoint solutions to track and manage programs such as the SharePoint site that was developed under Dolores Acurso's leadership for the State of New Jersey to process elevation activities for over 6,500 applicants.

Environmental reviews, lead safe housing, and independent cost analysis

Steve Sherman will review the environmental assessments completed to date to ensure they are complete and appropriately documented. He will also be available to review any future assessments as needed. Mr. Sherman and the ICF team have supported grantees such as the City in the past and will treat every application review as if it is the first review, not missing any details.

Jayne Windham, President and CEO of Livable Housing, is a nationally recognized expert in Lead Safe Housing. She will also be reviewing project files and environmental assessments to identify those that will require lead and/or asbestos assessments and potential remediation measures. She will ensure that assessments, remediation, and clearances are conducted in a manner compliant with HUD's Lead Safe Housing rules. As needed, she will work with the subrecipient overseeing the housing rehab programs to ensure the appropriate remediation measures are included in construction scopes.

Armand Magnelli, a recognized expert in housing construction, is available to provide the training and tools to the subrecipient selected for construction management. This may include pricing in advance of bid, inspection protocols, damage assessments, and scope development and assisting with HUD required Independent Cost Estimates (ICEs) in advance of putting the properties up for competitive bid by contractors to counteract contractor collusion, price gouging, and fraud.

ICF Team Provides Rapid, Compliant Turnaround Support for Environmental Review Services

For New Jersey, ICF completed 12,000 environmental review records (ERRs), 6,500 in the first year alone. During the first year, the ICF team reviewed over 6,500 ERRs and turned around environmental documents prepared by the review contractors within one day of receipt, even during peak weeks where there was up to 500 reviews per week.

Develop and/or update policies and procedures for all CDBG-DR programs and related cross-cutting federal requirements

The ICF team will review and, if necessary, develop policies and procedures for all of the City CDBG-DR programs. These policies and procedures will integrate any cross-cutting federal requirements and HUD regulations that may be triggered during program implementation. These include environmental review, lead safe housing, green building, both voluntary and uniform relocation for the housing rehab programs (assuming owner-occupied duplexes are eligible). For the small rental and multi-family, it will include uniform relocation, Section 3, potentially Davis Bacon, and Section 504. The multi-family program will require underwriting for project viability for the duration of the affordability period and will also trigger development of an Affirmative Fair Housing Marketing Plan. The same is true of the Small Rental program with the exception of one- to four-unit dwellings where there is an owner-occupant.

Provide subcontractor plan for compliance with SME/WBE

Once a contract has been executed and according to the requirement of the RFP, ICF will provide a subcontractor plan for the three subcontractors we are proposing to use for the City's project within 15 business days. This plan will demonstrate our compliance with small minority and women-owned business (SM/WBE) goals and include a detailed description of their experience and involvement in the project plans.

Provide weekly status reports

The ICF team will provide the City with weekly updates in its preferred format. The reports will include a detailed narrative description of the progress of work and major tasks completed, status of the budget and projections, overview of the schedule and milestones, any foreseen issues with recommendations on any unresolved matters, and action items for the week. ICF maintains a detailed task tracking report in addition to the weekly reports, so we are prepared to provide updates at a moment's notice.

IMPLEMENTATION PHASE TWO

Approach

As the City moves toward grant closeout, there may be a need to reallocate funds to ensure the City receives the maximum benefit from its CDBG-DR funding. While funds may be reallocated from one currently funded program to another, it is also possible that additional Action Plan Amendments will be needed. The ICF team will help the City to make strategic decisions regarding reallocation of funds and will assist the staff to prepare Action Plan Amendments, to update financial and program timelines and projections (ongoing as needed), and to prepare and submit QPRs. We will create templates to capture information for each activity and project for entry into DRGR. This increases the accuracy of the report and reduces the time that subrecipients must spend on the activity. This support will be provided on an as-needed basis from contract signing until closeout (as needed, week 1 to closeout).

North Carolina Office of Recovery and Resiliency (NCORR)

Led by Melissa Walker, the ICF Team played a central role in the implementation of **three public hearings in three weeks**. Our team secured venues, conducted site visits, and designed 32 pieces of outreach materials in English and Spanish. We attended all hearings and provided logistics assistance and post-hearing support.

Once the more immediate Phase One tasks are well underway, Ms. Acurso and Ms. Southon will work with the City to establish budgets for administration, planning and program/activity delivery. This activity will involve analyzing currently expended and obligated funds, to determine total project budgets, and identifying those activities that may have been charged to Administration but are legitimately activity delivery costs, as demonstrated in the table below. We will also set up the CDBG-DR grant budget so that the Director and Project Managers in OCD can easily track actual expenditures versus projections and budgeted amounts, burn rates (to track timely expenditures), and low- and moderate-income (LMI) benefit percentage. To the extent that timekeeping records are

available, it should be possible to reallocate some of the existing staff time charged to administration to project or program-specific activity delivery.

Melissa Walker and the ICF team will work with the City's Public Information Officer (PIO) to develop messaging and materials for public outreach and community engagement. Drawing on their knowledge of the community, DESA, Inc., will prepare a public outreach and engagement plan as needed. After OCD approval, DESA staff will coordinate with City public outreach and community engagement for the public participation process, including all public hearings forums, and any community workshops that may be needed (ongoing as needed).

The ICF team brings a breadth of expertise to build staff capability through delivery of technical assistance and training of staff, including subrecipient staff (ongoing as needed).

Finally, the ICF team will assist the City in the successful and compliant closeout of its CDBG-DR grant which we have done for previous grantees such as New Jersey.

ICF is prepared to deliver training as needed to the City. Some training topics that may be of immediate interest are:

- Lead safe housing rules;
- Best practices in construction management (including inspection protocols, damage assessments, scope development, cost estimating, elements related to lead/ACM remediation); and
- Identifying opportunities to use CDBG-DR (and Community Development Block Grant – CARES [CDBG-CV]) for nonfederal match.

Deliverables and Associated Consultant Responsibilities

As with the implementation of phase one, the ICF team will deliver on their responsibilities and key deliverables according to the project schedule.

Assist the City in the development of all subsequent substantial and non-substantial amendments to the CDBG-DR Action Plan

Ms. Acurso and Ms. Southon have experience in drafting both Action Plans and Action Plan amendments, as well as waiver requests. We will assist the City in the development of any additional amendments to its CDBG-DR Action Plan.

Draft procurements

Ms. Acurso and Ms. Southon are both familiar with the procurement rules at 2 Code of Federal Regulations (C.F.R.) 200.318-326, the requirements that the City must follow with all procurements. They will work with the appropriate City staff to develop well-crafted scopes of work, secure any cost-reasonableness estimates needed in advance of procurement, and support the City in ensuring that each procurement is distributed widely enough to constitute free and open competition. Following receipt of responses and the selection of a respondent, the ICF team will ensure the procurement file is complete and the procurement well documented, including bid evaluation, award letter, and letters to unsuccessful bidders. We will also work with contract staff as needed to incorporate required HUD and Office of Management and Budget (OMB) clauses in each contract, and that the contract form is appropriate for the services to be performed.

Develop and implement an application system for the City: manage, select, and configure data, application systems, and computer programs on behalf of the City

ICF understands the importance of accurate tracking, transparency, and documentation. The reporting structure and application system are critical in supporting this need. Our objective is a structure that can tell us everything we need to know about the programs, funding, and citizens that the City is serving at a glance to support faster, informed decisions. The ICF team will work with the City and its Information Technology (IT) department to determine the most effective SharePoint solution on behalf of the City. With the ultimate goal of developing a seamless reporting structure that the City can own, access, and manage long term, our data management and systems experts will manage the process from setup and implementation to transition over to the City staff.

The ICF team, working in concert with OCD and IT staff, will customize the SharePoint solution incorporate policy and process updates quickly and facilitate file QA/QC review. ICF will use the City of Columbia's program guidelines to drive the process in the system. Aligning the system to the policies will ensure that we are in sync with the City's method of operations and that we can achieve the goals of the CDBG-DR grant. We will set up the system for the City and other necessary staff to use for management and oversight of applicant files. Applicant roles will be predefined so that they only see data related to their own application. This helps the City comply with the requirement that applicants be able to access their status at any time. Dedicated user roles and permissions allow specific roles to see only what is pertinent for their review.

The most valuable feature of an application tracking system is insight into the recovery progress. Access to real-time, reliable applicant data enables the City of Columbia to make sound decisions about how and where to focus efforts, to be transparent, to report out accurately on progress, and to understand the changing needs and conditions. All data, information and reports will be housed in the City's SharePoint system of record. Therefore, at the conclusion of the engagement, all information will already be ready to go, organized and audit ready for the City and HUD.

Reporting and Data Analysis

Good data quality is essential to a successful program, and a good system ensures that the data collected are consistent and complete. The system supports reports that can be leveraged as a management tool to understand progress on the overall program and prompt staff to act on completing their tasks. The analysis and synthesis of the data allow the City to tell a compelling story of how the program is performing. Using these reports and dashboards, City staff can tell—on a daily basis—where any given applicant is in the process, as well as the overall progress of the program.

Appendix B: Cost Proposal Detail Sheet

Name of Consultant: ICF Incorporated, L.L.C.		Date of Proposal 09/22/2020	
Street Address: 9300 Lee Highway		Federal ID Number: 52-0893615	
City, State, Zip: Fairfax, VA, 22031		DUNS Number: 07-264-8579	
A. Direct Labor (specify personnel by name) Attach a copy of the scope of services identified in the contract. Each task identified in the scope of services should be assigned an estimated amount of time for completion. The total amount of time identified on the scope of services should correspond to the estimate in this section.			
Personnel Name	Est. No. of Hours	Hourly Rate	Est. Cost
1. Dolores Acurso	480	\$114.27	\$54,849.60
2. Susan Southon	380	\$127.06	\$48,282.80
3. Jeremy Cirillo	622	\$30.64	\$19,058.08
4. Robert Soto	894	\$70.12	\$62,687.28
5. Melissa Walker	160	\$67.27	\$10,763.20
6. Mi Yang Kim	10	\$70.09	\$700.90
7. Steven Sherman	354	\$108.78	\$38,508.12
8. Marinangeles Gutierrez	2,378	\$31.27	\$74,360.06
9. Total Direct Labor	5278		\$309,210.04
B. Overhead/Indirect Costs	<u>Rate</u> 83.92	<u>Base</u> \$309,210.04	<u>Est. Cost</u> \$259,497.31
C. Other Direct Costs			
Transportation	Est. # of site visits	Rate	Est. Cost
Columbia, SC	11	\$724.05	\$7,964.55
Per Diem	Est. No. of Days	Daily Rate	Est. Cost
Columbia, SC	11	\$709.18	\$7,800.98
Production	Est. No. of Pages	Page Rate	Est. Cost
N/A			
Other (specify)			
1. Spanish Translation			\$14,104.80
2. Transcription			\$705.24
3. Reproduction			\$2,938.50
4. N/A			\$
5. Total Other Direct Costs			\$33,514.07

D. Subcontracts

Name of Subcontractor(s)	Est. No. of Days	Daily Rate	Est. Cost
1. Armand Magnelli	41.25	\$1,577.47	\$65,070.64
2. Jayne Windham	1.50	\$1,577.47	\$2,366.21
3. Jim Beachler	1.88	\$1,802.82	\$3,380.29
4. Chequita Wilson	50.00	\$796.94	\$39,847.00
5. Total Subcontractor Costs			\$110,664.14
Total Estimated Costs (Line A5+B+C5+D3)			\$712,885.56
Profit			\$54,050.01
TOTAL PRICE – YEAR ONE			\$766,935.57

Name of Consultant: ICF Incorporated, L.L.C.	Date of Proposal 09/22/2020
Street Address: 9300 Lee Highway	Federal ID Number: 52-0893615
City, State, Zip: Fairfax, VA, 22031	DUNS Number: 07-264-8579

A. Direct Labor (specify personnel by name)

Attach a copy of the scope of services identified in the contract. Each task identified in the scope of services should be assigned an estimated amount of time for completion. The total amount of time identified on the scope of services should correspond to the estimate in this section.

Personnel Name	Est. No. of Hours	Hourly Rate	Est. Cost
1. Dolores Acurso	384	\$117.13	\$44,976.67
2. Susan Southon	72	\$130.24	\$9,377.03
3. Jeremy Cirillo	40	\$31.41	\$1,256.24
4. Robert Soto	52	\$71.87	\$3,737.40
5. Melissa Walker	10	\$68.95	\$689.52
6. Marinangeles Gutierrez	208	\$32.05	\$6,666.76
7. Total Direct Labor	766		\$66,703.62
B. <u>Overhead/Indirect Costs</u>	<u>Rate</u> 85.72%	<u>Base</u> \$66,703.62	<u>Est. Cost</u> \$57,175.54
C. <u>Other Direct Costs</u>			
Transportation	Est. # of site visits	Rate	Est. Cost
Columbia, SC	10	\$724.05	\$7,240.50
Per Diem	Est. No. of Days	Daily Rate	Est. Cost
Columbia, SC	10	\$709.18	\$7,091.78

Production	Est. No. of Pages	Page Rate	Est. Cost
Other (specify)			
1. Spanish Translation			\$5,877.00
2. Transcription			\$470.16
3. Reproduction			\$2,938.50
4. N/A			\$
5. Total Other Direct Costs			\$23,617.96
D. Subcontracts			
Name of Subcontractor(s)	Est. No. of Days	Daily Rate	Est. Cost
1. Armand Magnelli	15	\$1,622.54	\$24,338.10
2. Chequita Wilson	46.25	\$816.86	\$37,779.78
3. Total Subcontractor Costs	61.25		\$62,117.88
Total Estimated Costs (Line A5+B+C5+D3)			\$209,615.00
Profit			\$13,216.93
TOTAL PRICE – YEAR TWO			\$222,831.93
TOTAL PRICE – TWO YEAR TOTAL			\$989,767.50

Appendix A: Staff Hourly Rates

Firm Name: ICF Incorporated, L.L.C.

HOURLY RATES

Please provide Hourly Rate Sheets for all personnel assigned to the Project and for all categories of personnel expected to be assigned to the project.

Principal in Charge	<u>\$230.00</u> / hour
Project Manager	<u>\$250.00</u> / hour
Hazard Disaster Recovery Planner (if needed)	<u>\$150.00</u> / hour
Engineer (if needed)	<u>\$200.00</u> / hour
Data Analyst, Quality Assurance and Reporting Lead	<u>\$140.00</u> / hour
GIS Analyst	<u>\$85.00</u> / hour
Planning & Policy Support	<u>\$75.00</u> / hour
Environmental Specialist	<u>\$115.00</u> / hour
Infrastructure Specialist	<u>\$150.00</u> / hour
Quality Assurance and Reporting Specialist	<u>\$75.00</u> / hour
Communications Lead	<u>\$150.00</u> / hour
Data Management	<u>\$170.00</u> / hour
Lead and Construction Management	<u>\$205.00</u> / hour
Multifamily and Small Rental	<u>\$235.00</u> / hour
Community Engagement Liaison	<u>\$105.00</u> / hour

H. DBE and Subcontractor Participation

APPENDIX - BUSINESS INFORMATION RECORD FOR SUBCONSULTANTS/SUBCONTRACTORS

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

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

Business Name (as shown on W9 or SAM.gov) / DUNS # (REQUIRED)	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)
Livable Housing, Inc. 018453986	Not Registered	Consulting and Training Services	\$82,680.00	8.35%	SBE, WOSB	FB
DESA, Inc. 175250588	V000544	Program Management	\$69,934.00	7.07%	DBE, SBE, MBE, WBE, CDBE, SLE	BF
JMB Preservation Advisors 962137019	Not Registered	Technical support for Housing and Community Development	\$3,045.00	.30%	SBE	N/A

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 \$ 155,659.00

TOTAL CONTRACT AMOUNT: \$ 989,768.00

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

Business Name: ICF Incorporated, L.L.C.

Representative Name/Title: Tracey Watson, Sr. Manager, Subcontracts

Date: 9/19/2020

EXHIBIT E - HUD GENERAL PROVISIONS

The following terms and conditions apply to any contract for which any portion of the funding is derived from a grant made by the United States Department of Housing and Urban Development (“HUD”). In addition, Contractor/Subcontractor shall comply with the Federal Labor Standards Provisions set forth in Form HUD-4010, available at <http://www.hud.gov/offices/adm/hudclips/forms/files/4010.pdf>.

1. Provisions Required by Law Deemed Inserted

Each and every provision of law and clause required by law to be inserted in this contract shall be deemed to be inserted herein and the contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the contract shall forthwith be physically amended to make such insertion or correction.

2. Statutory and Regulatory Compliance

Contractor/Subcontractor shall comply with all laws and regulations applicable to the Community Development Block Grant-Disaster Recovery funds appropriated by the Disaster Relief Appropriations Act, 2017 (Pub. L. 115-56) and the Bipartisan Budget Act of 2018 (“BBA”), (Pub. L. 115-123), including but not limited to the applicable Office of Management and Budget Circulars, which may impact the administration of funds and/or set forth certain cost principles, including the allowability of certain expenses.

3. Breach of Contract Terms

THE CITY OF COLUMBIA reserves its right to all administrative, contractual, or legal remedies, including but not limited to suspension or termination of this contract, in instances where the Contractor or any of its subcontractors violate or breach any contract term. If the Contractor or any of its subcontractors violate or breach any contract term, they shall be subject to such sanctions and penalties as may be appropriate. The duties and obligations imposed by the contract documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

4. Reporting Requirements

The Contractor/Subcontractor shall complete and submit all reports, in such form and according to such schedule, as may be required by THE CITY OF COLUMBIA. The Contractor/Subcontractor shall cooperate with all THE CITY OF COLUMBIA efforts to comply with HUD requirements and regulations pertaining to reporting, including but not limited to 24 C.F.R. §§ 85.40-41 (or 84.50-52, if applicable) and 570.507.

5. Access to Records

The State, the U.S. Department of Housing and Urban Development, the Comptroller General of the United States, or any of their duly authorized representatives, shall have, at any time and from time to time during normal business hours, access to any work product, books, documents, papers,

and records of the Subcontractor which are related to this contract, for the purpose of inspection, audits, examinations, and making excerpts, copies and transcriptions.

6. Maintenance/Retention of Records

All records connected with this contract will be maintained in a central location and will be maintained for a period of at least 3 years following the date of final payment and close-out of all pending matters related to this contract.

7. Small and Minority Firms, Women's Business Enterprises, and Labor Surplus Area Firms

The Contractor/Subcontractor will take necessary affirmative steps to assure that minority firms, women's business enterprises, and labor surplus area firms are used in subcontracting when possible. Steps include:

- i. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- ii. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- iii. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises;
- iv. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises; and
- v. Using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce.

8. Rights to Inventions Made Under a Contract or Agreement

Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by HUD.

9. Energy Efficiency

The Contractor/Subcontractor shall comply with mandatory standards and policies relating to energy efficiency issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163).

10. Title VI of the Civil Rights Act of 1964

The Contractor/Subcontractor shall comply with the provisions of Title VI of the Civil Rights Act of 1964. No person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

11. Section 109 of the Housing and Community Development Act of 1974

The Contractor/Subcontractor shall comply with the provisions of Section 109 of the Housing and Community Development Act of 1974. No person in the United States shall on the grounds of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title. Section 109 further provides that discrimination on the basis of age under the Age Discrimination Act of 1975 or with respect to an otherwise qualified handicapped individual as provided in Section 504 of the Rehabilitation Act of 1973, as amended, is prohibited.

12. Section 504 of the Rehabilitation Act of 1973

The Contractor/Subcontractor shall comply with section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 94), as amended, and any applicable regulations.

The Contractor/Subcontractor agrees that no qualified individual with handicaps shall, solely on the basis of handicap, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity that receives Federal financial assistance from HUD.

13. Age Discrimination Act of 1975

The Contractor/Subcontractor shall comply with the Age Discrimination Act of 1975 (42 U.S.C. § 6101 *et seq.*), as amended, and any applicable regulations. No person in the United States shall, on the basis of age, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under, any program or activity receiving Federal financial assistance.

14. Debarment, Suspension, and Ineligibility

The Contractor/Subcontractor represents and warrants that it and its subcontractors are not debarred or suspended or otherwise excluded from or ineligible for participation in Federal assistance programs subject to 2 C.F.R. part 2424.

15. Conflicts of Interest

The Contractor/Subcontractor shall notify THE CITY OF COLUMBIA as soon as possible if this contract or any aspect related to the anticipated work under this contract raises an actual or potential conflict of interest (as defined at 2 C.F.R. Part 215 and 24 C.F.R. § 85.36 (or 84.42, if applicable)). The Contractor/Subcontractor shall explain the actual or potential conflict in writing in sufficient

detail so that the State is able to assess such actual or potential conflict. The Contractor/Subcontractor shall provide THE CITY OF COLUMBIA any additional information necessary for THE CITY OF COLUMBIA to fully assess and address such actual or potential conflict of interest. The Contractor/Subcontractor shall accept any reasonable conflict mitigation strategy employed by THE CITY OF COLUMBIA, including but not limited to the use of an independent subcontractor(s) to perform the portion of work that gives rise to the actual or potential conflict.

16. Subcontracting

When subcontracting, the Contractor/Subcontractor shall solicit for and contract with such Contractor/subcontractors in a manner providing for fair competition. Some of the situations considered to be restrictive of competition include but are not limited to:

- (i) Placing unreasonable requirements on firms in order for them to qualify to do business,
- (ii) Requiring unnecessary experience and excessive bonding,
- (iii) Noncompetitive pricing practices between firms or between affiliated companies,
- (iv) Noncompetitive awards to consultants that are on retainer contracts,
- (v) Organizational conflicts of interest,
- (vi) Specifying only a *brand name* product instead of allowing an *equal* product to be offered and describing the performance of other relevant requirements of the procurement, and
- (vii) Any arbitrary action in the procurement process.

The Contractor/Subcontractor represents to THE CITY OF COLUMBIA that all work shall be performed by personnel experienced in the appropriate and applicable profession and areas of expertise, taking into account the nature of the work to be performed under this contract.

The Contractor will include these HUD General Provisions in every subcontract issued by it so that such provisions will be binding upon each of its subcontractors as well as the requirement to flow down such terms to all lower-tiered subcontractors.

17. Assignability

The Contractor/Subcontractor shall not assign any interest in this contract and shall not transfer any interest in the same (whether by assignment or novation) without prior written approval of THE CITY OF COLUMBIA.

18. Indemnification

The Contractor/Subcontractor shall indemnify, defend, and hold harmless THE CITY OF COLUMBIA and its agents and employees from and against any and all claims, actions, suits,

charges, and judgments arising from or related to the negligence or willful misconduct of the Contractor/Subcontractor in the performance of the services called for in this contract.

19. Copeland “Anti-Kickback” Act (Applicable to all construction or repair contracts)

Salaries of personnel performing work under this contract shall be paid unconditionally and not less often than once a month without payroll deduction or rebate on any account except only such payroll deductions as are mandatory by law or permitted by the applicable regulations issued by the Secretary of Labor pursuant to the Copeland “Anti-Kickback Act” of June 13, 1934 (48 Stat. 948; 62 Stat. 740; 63 Stat. 108; Title 18 U.S.C. § 874; and Title 40 U.S.C. § 276c). The Contractor shall comply with all applicable “Anti-Kickback” regulations and shall insert appropriate provisions in all subcontracts covering work under this contract to ensure compliance by subcontractors with such regulations and shall be responsible for the submission of affidavits required of subcontractors thereunder except as the Secretary of Labor may specifically provide for variations of or exemptions from the requirements thereof.

20. Contract Work Hours and Safety Standards Act

(Applicable to construction contracts exceeding \$2,000 and contracts exceeding \$2,500 that involve the employment of mechanics or laborers)

The Contractor/Subcontractor shall comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 327-330) as supplemented by Department of Labor regulations (29 C.F.R. part 5).

All laborers and mechanics employed by contractors or subcontractors shall receive overtime compensation in accordance with and subject to the provisions of the Contract Work Hours and Safety Standards Act, and the contractors and subcontractors shall comply with all regulations issued pursuant to that act and with other applicable Federal laws and regulations pertaining to labor standards.

21. Davis-Bacon Act

(Applicable to construction contracts exceeding \$2,000 when required by Federal program legislation)

The Contractor/Subcontractor shall comply with the Davis Bacon Act (40 U.S.C. §§ 276a to 276a-7) as supplemented by Department of Labor regulations (29 C.F.R. part 5).

All laborers and mechanics employed by contractors or subcontractors, including employees of other governments, on construction work assisted under this contract, and subject to the provisions of the federal acts and regulations listed in this paragraph, shall be paid wages at rates not less than those prevailing on similar construction in the locality as determined by the Secretary of Labor in accordance with the Davis-Bacon Act.

22. Termination for Cause (Applicable to contracts exceeding \$10,000)

If, through any cause, the Contractor/Subcontractor shall fail to fulfill in a timely and proper manner his obligations under this contract, or if the Contractor/Subcontractor shall violate any of the covenants, agreements, or stipulations of this contract, THE CITY OF COLUMBIA shall thereupon have the right to terminate this contract by giving written notice to the Contractor/Subcontractor of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports prepared by the Contractor/Subcontractor under this contract shall, at the option of THE CITY OF COLUMBIA, become THE CITY OF COLUMBIA's property and the Contractor/Subcontractor shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder. Notwithstanding the above, the Contractor/Subcontractor shall not be relieved of liability to THE CITY OF COLUMBIA for damages sustained by THE CITY OF COLUMBIA by virtue of any breach of the contract by the Contractor/Subcontractor, and THE CITY OF COLUMBIA may withhold any payments to the Contractor/Subcontractor for the purpose of set-off until such time as the exact amount of damages due to THE CITY OF COLUMBIA from the Subcontractor is determined.

23. Termination for Convenience (Applicable to contracts exceeding \$10,000)

THE CITY OF COLUMBIA may terminate this contract at any time by giving at least 60 days' notice in writing to the Contractor/Subcontractor. If the contract is terminated by THE CITY OF COLUMBIA as provided herein, the Contractor/Subcontractor will be paid for the time provided and expenses incurred up to the termination date.

24. Section 503 of the Rehabilitation Act of 1973 (Applicable to contracts exceeding \$10,000)

The Contractor/Subcontractor shall comply with section 503 of the Rehabilitation Act of 1973 (29 U.S.C. § 793), as amended, and any applicable regulations.

Equal Opportunity for Workers with Disabilities

a. The Contractor/Subcontractor will not discriminate against any employee or applicant for employment because of physical or mental disability in regard to any position for which the employee or applicant for employment is qualified. The Contractor/Subcontractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified individuals with disabilities without discrimination based on their physical or mental disability in all employment practices, including the following:

- i. Recruitment, advertising, and job application procedures;
- ii. Hiring, upgrading, promotion, award of tenure, demotion, transfer, layoff, termination, right of return from layoff and rehiring;
- iii. Rates of pay or any other form of compensation and changes in compensation;

- iv. Job assignments, job classifications, organizational structures, position descriptions, lines of progression, and seniority lists;
 - v. Leaves of absence, sick leave, or any other leave;
 - vi. Fringe benefits available by virtue of employment, whether or not administered by the Subcontractor;
 - vii. Selection and financial support for training, including apprenticeship, professional meetings, conferences, and other related activities, and selection for leaves of absence to pursue training;
 - viii. Activities sponsored by the contractor including social or recreational programs; and
 - ix. Any other term, condition, or privilege of employment.
- b. The Contractor/Subcontractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the act.
 - c. In the event of the Contractor/Subcontractor's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the act.
 - d. The Contractor/Subcontractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Deputy Assistant Secretary for Federal Contract Compliance Programs, provided by or through the contracting officer. Such notices shall state the rights of applicants and employees as well as the Contractor's/Subcontractor's obligation under the law to take affirmative action to employ and advance in employment qualified employees and applicants with disabilities. The Contractor/Subcontractor must ensure that applicants and employees with disabilities are informed of the contents of the notice (e.g., the Contractor/Subcontractor may have the notice read to a visually disabled individual or may lower the posted notice so that it might be read by a person in a wheelchair).
 - e. The Contractor/Subcontractor will notify each labor organization or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Contractor/Subcontractor is bound by the terms of section 503 of the Rehabilitation Act of 1973, as amended, and is committed to take affirmative action to employ and advance in employment individuals with physical or mental disabilities.
 - f. The Contractor/Subcontractor will include the provisions of this clause in every subcontract or purchase order in excess of \$10,000, unless exempted by the rules, regulations, or orders of the Secretary issued pursuant to section 503 of the act, as amended, so that such provisions will be binding upon each subcontractor or vendor. The Contractor/Subcontractor will take such action with respect to any subcontract or purchase order as the Deputy Assistant Secretary for Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance.

25. EXECUTIVE ORDER 11246

(Applicable to construction contracts and subcontracts exceeding \$10,000)

The Contractor/Subcontractor shall comply with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapter 60).

During the performance of this contract, the Contractor/Subcontractor agrees as follows:

A. The Contractor/Subcontractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor/Subcontractor shall take affirmative action to ensure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

B. The Contractor/Subcontractor shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by Contracting Officer setting forth the provisions of this non-discrimination clause. The Contractor/Subcontractor shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

C. The Contractor/Subcontractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor/Subcontractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

D. The Contractor/Subcontractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers representative of the contractor's commitments under Section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

E. The Contractor/Subcontractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations and relevant orders of the Secretary of Labor.

F. The Contractor/Subcontractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to books, records and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

G. In the event of the Contractor's/Subcontractor's non-compliance with the non-discrimination clause of this contract or with any of such rules, regulations or orders, this contract may be cancelled, terminated or suspended in whole or in part and the Contractor/Subcontractor may be declared ineligible for further government contracts in accordance with procedures

authorized in Executive Order 11246 and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation or order of the Secretary of Labor, or as otherwise provided by law.

H. Contractor/Subcontractor shall incorporate the provisions of A through G above in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor so that such provisions shall be binding on such contractor/subcontractor. The Contractor/Subcontractor will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for non-compliance, provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the Contractor/Subcontractor may request the United States to enter into such litigation to protect the interests of the United States.

26. CERTIFICATION OF NONSEGREGATED FACILITIES (Applicable to construction contracts exceeding \$10,000)

The Contractor/Subcontractor certifies that it does not maintain or provide for its establishments, and that it does not permit employees to perform their services at any location, under its control, where segregated facilities are maintained. It certifies further that it will not maintain or provide for employees any segregated facilities at any of its establishments, and it will not permit employees to perform their services at any location under its control where segregated facilities are maintained. The Contractor/Subcontractor agrees that a breach of this certification is a violation of the equal opportunity clause of this contract.

As used in this certification, the term “segregated facilities” means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation and housing facilities provided for employees which are segregated by explicit directive or are, in fact, segregated on the basis of race, color, religion, or national origin because of habit, local custom, or any other reason.

The Contractor further agrees that (except where it has obtained for specific time periods) it will obtain identical certification from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the equal opportunity clause; that it will retain such certifications in its files; and that it will forward the preceding notice to such proposed subcontractors (except where proposed subcontractors have submitted identical certifications for specific time periods).

27. Certification of Compliance with Clean Air and Water Acts (Applicable to contracts exceeding \$100,000)

The Contractor and all its subcontractors shall comply with the requirements of the Clean Air Act, as amended, 42 U.S.C. § 1857 *et seq.*, the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 *et seq.*, and the regulations of the Environmental Protection Agency with respect thereto, at 40 C.F.R. Part 15 and 32, as amended, Section 508 of the Clean Water Act (33 U.S.C. § 1368) and Executive Order 11738.

In addition to the foregoing requirements, all nonexempt contractors and subcontractors shall furnish to the owner, the following:

- A.** A stipulation by the Contractor or subcontractors, that any facility to be utilized in the performance of any nonexempt contract or subcontract, is not listed on the Excluded Party Listing System pursuant to 40 C.F.R. 32 or on the List of Violating Facilities issued by the Environmental Protection Agency (EPA) pursuant to 40 C.F.R. Part 15, as amended.
- B.** Agreement by the Subcontractor to comply with all the requirements of Section 114 of the Clean Air Act, as amended, (42 U.S.C. § 1857 c-8) and Section 308 of the Federal Water Pollution Control Act, as amended, (33 U.S.C. § 1318) relating to inspection, monitoring, entry, reports and information, as well as all other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder.
- C.** A stipulation that as a condition for the award of the contract, prompt notice will be given of any notification received from the Director, Office of Federal Activities, EPA, indicating that a facility utilized, or to be utilized for the contract, is under consideration to be listed on the Excluded Party Listing System or the EPA List of Violating Facilities.
- D.** Agreement by the Contractor that he will include, or cause to be included, the criteria and requirements in paragraph (A) through (D) of this section in every nonexempt subcontract and requiring that the Contractor will take such action as the government may direct as a means of enforcing such provisions.

28. Lobbying (Applicable to contracts exceeding \$100,000)

The Contractor/Subcontractor certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor/Subcontractor, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Contractor/Subcontractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The Contractor shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

29. Bonding Requirements

(Applicable to construction and facility improvement contracts exceeding \$100,000)

The Contractor/Subcontractor shall comply with THE CITY OF COLUMBIA bonding requirements, unless they have not been approved by HUD, in which case the Contractor/Subcontractor shall comply with the following minimum bonding requirements:

- (1) *A bid guarantee from each bidder equivalent to five percent of the bid price.* The “bid guarantee” shall consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of his bid, execute such contractual documents as may be required within the time specified.
- (2) *A performance bond on the part of the Contractor/Subcontractor for 100 percent of the contract price.* A “performance bond” is one executed in connection with a contract to secure fulfillment of all the Contractor’s/Subcontractor’s obligations under such contract.
- (3) *A payment bond on the part of the Contractor/Subcontractor for 100 percent of the contract price.* A “payment bond” is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.

30. Section 3 of the Housing and Urban Development Act of 1968 (As required by applicable thresholds)

A. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. § 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

B. The parties to this contract agree to comply with HUD’s regulations in 24 C.F.R. part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

C. The Contractor/Subcontractor agrees to send to each labor organization or representative of workers with which the Contractor/Subcontractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers’ representative of the Contractor’s commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training

positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

D. The *Contractor* agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 C.F.R. part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 C.F.R. part 135. The Contractor will not subcontract with any subcontractor where the subcontractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 C.F.R. part 135.

E. The *Contractor/Subcontractor* will certify that any vacant employment positions, including training positions, that are filled: (1) after the *contractor/subcontractor* is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 C.F.R. part 135 require employment opportunities to be directed, were not filled to circumvent the *Contractor/Subcontractor's* obligations under 24 C.F.R. part 135.

F. Noncompliance with HUD's regulations in 24 C.F.R. part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

G. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. § 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible: (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

31. Fair Housing Act

Contractor/Subcontractor shall comply with the provisions of the Fair Housing Act of 1968 as amended. The act prohibits discrimination in the sale or rental of housing, the financing of housing or the provision of brokerage services against any person on the basis of race, color, religion, sex, national origin, handicap or familial status. The Equal Opportunity in Housing Act prohibits discrimination against individuals on the basis of race, color, religion, sex or national origin in the sale, rental, leasing or other disposition of residential property, or in the use or occupancy of housing assisted with Federal funds. Please visit http://portal.hud.gov/hudportal/documents/huddoc?id=DOC_11868.pdf for more information.

32. Federal Funding Accountability and Transparency Act (FFATA)

The Federal Funding Accountability and Transparency Act of 2006 (FFATA), as amended, was signed with the intent of reducing wasteful government spending and providing citizens with the ability to hold the government accountable for spending decisions. 2 C.F.R. § Part 170 outlines the requirements of recipients' in reporting information on subawards and executive total compensation under FFATA legislation. Any non-Federal entity that receives or administers Federal financial assistance in the form of: grants, loans, loan guarantees, subsidies, insurance, food commodities,

direct appropriations, assessed and voluntary contributions; and/or other financial assistance transactions that authorize the non-Federal entities' expenditure of Federal fund, is subject to these requirements.

Prime contract awardees and prime grant awardees are required to report against subcontracts and subgrants awarded in the FFATA Subaward Reporting System (FSRS), the reporting tool for Federal prime awardees. This information reported will then be displayed on a public and searchable website:

www.USASpending.gov.

33. Procurement

The Uniform Guidance procurement requirements (2 C.F.R. § Part 200, Subpart D) went into effect on July 1, 2018. These requirements are applicable to CDBG-DR funded projects, or as provided by 83 Federal Register 5844 VI A(1)(b)(2) permits a state grantee to elect to follow its own procurement policy. These policies and procedures ensure that Federal dollars are spent fairly and encourage open competition at the best level of service and price.

34. Change Orders to Contracts

Change orders are issued when the initial agreed upon pricing or work to be completed requires modification. First, the contractor must complete a Change Order Request Form. This form and supporting documentation must be delivered to the Project Manager for review. Each change order must have a cost analysis. Once the Project Manager approves the change order, it is returned to the contractor for execution. Change orders are only invoiced on the final draw and categorized as “change order.” The amount listed on the invoice must match the previously approved amount and must be cost reasonable. The Project Manager is responsible for verifying cost reasonableness. Verification documentation for cost reasonableness becomes an attachment to the change order.

35. Environmental Review

Every project undertaken with Federal funds, and all activities related to that project, is subject to the provisions of the National Environmental Policy Act of 1969 (NEPA), as well as to the HUD environmental review regulations at 24 C.F.R. § Part 58- ENVIRONMENTAL REVIEW PROCEDURES FOR ENTITIES ASSUMING HUD ENVIRONMENTAL RESPONSIBILITIES. The primary purpose of this Act is to protect and enhance the quality of our natural environment. The HUD environmental review process must be completed before any Federal funds can be accessed for program-eligible activities.

The primary objectives of the HUD environmental review are to identify specific environmental factors that may be encountered at potential project sites, and to develop procedures to ensure compliance with regulations pertaining to these factors. The HUD environmental review is designed to produce program specific environmental review procedures in a program that can vary greatly in terms of scope of work.

36. Lead Based Paint

All housing units assisted using CDBG-DR funds must comply with the regulations regarding lead-based paint found at 24 C.F.R. § Part 35- LEAD-BASED PAINT POISONING PREVENTION IN CERTAIN RESIDENTIAL STRUCTURES.

37. Environmental Review Record

The Environmental Officer is responsible for maintaining a written record of the environmental review process. The ERR for all programs contains all the governmental review documents, public notices and written determinations or environmental findings required by 24 C.F.R. § Part 58- ENVIRONMENTAL

REVIEW PROCEDURES FOR ENTITIES ASSUMING HUD ENVIRONMENTAL RESPONSIBILITIES as evidence of review, decision making and actions pertaining to a project of a recipient.

38. Flood Insurance Requirements

Grantees and subrecipients of Federal funding must ensure that procedures and mechanisms are put into place to monitor compliance with all flood insurance requirements as found in the Flood Disaster Protection Act of 1973, 24 C.F.R. § 570.605- NATIONAL FLOOD INSURANCE PROGRAM and 24 C.F.R. § 570.202- ELIGIBLE REHABILITATION AND PRESERVATION ACTIVITIES.

39. Duplication of Benefits

CDBG-DR funding intends to address the unmet needs of a community. The funds are supplemental to primary forms of assistance, including private insurance and FEMA funds. To avoid duplicative assistance and potential de-obligation of funding, Subrecipient must utilize all possible funding sources before applying CDBG-DR dollars to a project. CDBG-DR programs are typically implemented after temporary disaster assistance programs, such as FEMA Individual Assistance which are not intended to make someone whole. The Stafford Disaster Relief and Emergency Assistance Act (Stafford Act), as amended, 42 U.S.C. §5121 et seq., established the requirements for Duplication of Benefits (DOB) analysis.

40. Anti-Fraud, Waste and Abuse Checks

The Anti-Fraud, Waste and Abuse (AFWA) check is designed to identify discrepancies and risk-relevant issues in Applicant-provided information that may be indicative of fraud, waste, and/or abuse.

41. Affirmatively Furthering Fair Housing

The Fair Housing Act of 1968, as amended, 42 U.S.C. §3601, et seq., dictates that grantees are required to administer all programs and activities related to housing and urban development in a manner to affirmatively further the policies of the Fair Housing Act. Per the regulations of 24 C.F.R. § 570.601 and in accordance with Section 104(b)(2) of the Housing and Community Development

Act of 1974, as amended, 42 U.S.C. §5301 et seq., for each community receiving a grant under Subpart D of this part, the certification that the grantee will affirmatively further fair housing shall specifically require the grantee to take meaningful actions to further the goals identified in the grantee's Assessment of Fair Housing (AFH) plan, conducted in accordance with the requirements of 24 C.F.R. § §§5.150-5.180 (Affirmatively Furthering Fair Housing) and take no action that is materially inconsistent with its obligation to affirmatively further fair housing.

42. Drug Free Workplace

The Drug-Free Workplace Act of 1988, as amended, 41 U.S.C. §81, as implemented by 24 C.F.R. § Part 24 Subpart F, §§983.251-983.262, requires that any grantee other than an individual must certify that it will provide a drug-free workplace. Any grantee found in violation of the requirements of this act may be subject to suspension of payments under the grant, suspension or termination of the grant or suspension or debarment of the grantee.

43. Timely Distribution of Funds

The Supplemental Appropriations for Disaster Relief Requirements, 2017 (Pub. L. 115-56), approved September 8, 2017 (Appropriations Act), as amended, requires that funds provided under the Act be expended within two (2) years of the date that HUD obligates funds to a grantee unless otherwise authorized via waiver of this requirement by the Office of Management and Budget (OMB). The OMB waived the two (2) year expenditure requirement under 83 FR 40314; however, the provision to expend one hundred percent (100%) of the total allocation of CDBG-DR funds on eligible activities within six (6) years of HUD's initial obligation of funds remains in effect. The six (6) year expenditure period commences with the initial obligation of funds provided under 83 FR 5844. Additionally, per 83 FR 5844, the provisions at 24 C.F.R. § 570.494 and 24 C.F.R. § 570.902, regarding timely distribution and expenditure of funds, are waived and an alternative requirement was established.

Furthermore, consistent with 31 U.S.C §1555 and OMB Circular No. A-11 (2017), if the Secretary of HUD or the President of the United States determines that the purposes for which the appropriation was made have been carried out and no disbursement has been made against the appropriation for two (2) consecutive fiscal years, any remaining unobligated balance shall be canceled and will be made unavailable for obligation or expenditure for any purpose.

44. Property Management and Distribution

Regulations governing property management and distribution of real property, equipment, financial obligations and return of un-obligated cash post program closeout can be found in 24 C.F.R. § 570.506, 2 C.F.R. § 200.310, 2 C.F.R. § 200.343 and 2 C.F.R. § 200.344(b). The standards of 24 C.F.R. § 570.506 apply to any real property under a CDBG award recipient's control acquired in whole or in part with CDBG funds in excess of \$25,000.00. The recipient may not change the use or planned use of the property without proper notification to affected citizens and allowable time for comment by them. If the property is not a building for general government conduct, the use of the property may be changed with citizen approval if it either meets one of the national objectives as defined in 24 C.F.R. § 570.208 or if not, the recipient may either retain or dispose of the property for the changed use if the recipient's CDBG program is reimbursed in the amount of the current fair market value of the property, less any portion of the value attributable to expenditures of non-

CDBG funds for acquisition of, and improvements to, the property. Following such reimbursement, the property will no longer be subject to any CDBG requirements.

45. Limited English Proficiency

Executive Order No. 13166, signed on August 11, 2000, requires programs, subrecipients, contractors, subcontractors, and/or developers funded in whole or in part with CDBG-DR financial assistance to ensure fair and meaningful access to programs and services for families and individuals with Limited English Proficiency (LEP) and/or deaf/hard of hearing. Fair access is ensured through the implementation of a Language Assistance Plan (LAP), which includes non-English-based outreach, translation services of vital documents, free language assistance services, and staff training. Vital documents are defined as depending on the importance of the program, information, encounter, or service involved, and the consequence to the LEP person if the information in question is not provided accurately or in a timely manner.

46. Personally Identifiable Information

In accordance with 2 C.F.R. § 200.303, regarding internal controls of a non-Federal entity, a grantee must guarantee the protection of all Personally Identifiable Information (PII) obtained. The program will enact necessary measures to ensure PII of all applicants is safeguarded as to avoid release of private information. If a contractor or employee should experience any loss or potential loss of PII, the program shall be notified immediately of the breach or potential breach.

47. Uniform Relocation Act

CDBG-DR funds are subject to the Uniform Relocation Assistance and Real Property Acquisition Act of 1970 (URA or Uniform Act), as amended. 49 C.F.R. § Part 24 requires relocation assistance for lower-income individuals displaced as a result of the demolition or conversion of a lower-income dwelling and requires one-for-one replacement of lower-income units demolished or converted to other uses.

48. Residential anti-displacement and relocation assistance plan. Per Section 104(d) of the Housing and Community Development Act of 1974 § 42.325

(a) Certification.

(1) As part of its consolidated plan under 24 CFR part 91, the recipient must certify that it has in effect and is following a residential anti-displacement and relocation assistance plan.

(2) A unit of general local government receiving funds from the State must certify to the State that it has in effect and is following a residential anti-displacement and relocation assistance plan, and that it will minimize displacement of persons as a result of assisted activities. The State may require the unit of general local government to follow the State's plan or permit it to develop its own plan. A unit of general local government that develops its own plan must adopt the plan and make it public.

(b)Plan contents.

- (1) The plan shall indicate the steps that will be taken consistent with other goals and objectives of the program, as provided in parts 92 and 570 of this title, to minimize the displacement of families and individuals from their homes and neighborhoods as a result of any assisted activities.
- (2) The plan shall provide for relocation assistance in accordance with § 42.350.
- (3) The plan shall provide one-for-one replacement units to the extent required by § 42.375.

49. Complaints and Appeals

Citizen comments on THE CITY OF COLUMBIA's published Action Plan, any substantial amendments to the Action Plan, performance reports and/or other issues related to the general administration of CDBG-DR funds are welcomed throughout the duration of the grant. The Citizen Participation Plan is posted as a stand-alone document at www.the City of Columbia.gov. Complaints regarding fraud, waste, or abuse of government funds shall be addressed to the HUD Office of Inspector General Fraud Hotline by phone: 1-800-347-3735 or email: hotline@hudoig.gov.

50. Monitoring

As per CDBG regulation, 24 C.F.R. § 570.501(b), grantees of CDBG-DR funds are responsible for carrying out their programs to meet compliance with CDBG Program, statutory and regulatory requirements, including monitoring their project administrators, contractors and subcontractors. As such, throughout the application, planning, design, and implementation phase of the program, THE CITY OF COLUMBIA will conduct internal monitoring of processes, procedures, policy, applications, planning, design, construction, and other applicable phases.

RESOLUTION NO.: R-2020-102

Authorizing the City Manager to execute a Community Development Block Grant - Disaster Recovery (CDBG-DR) Subrecipient Agreement between the City of Columbia and The St. Bernard Project, Inc. dba SBP, Inc.

BE IT RESOLVED by the Mayor and City Council this ____ day of _____, 2020, that the City Manager is hereby authorized to execute the attached Community Development Block Grant - Disaster Recovery (CDBG-DR) Subrecipient Agreement, or in a form to be approved by the City Attorney, between the City of Columbia and The St. Bernard Project, Inc. d/b/a SBP, Inc., for the terms and conditions therein contained.

Requested by:

Assistant City Manager Gentry

Mayor

Approved by:

City Manager

Approved as to form:

ATTEST:



Senior Assistant City Attorney

City Clerk

Introduced:

Final Reading:

SUBRECIPIENT AGREEMENT
AGREEMENT BETWEEN CITY OF COLUMBIA AND THE SAINT BERNARD PROJECT,
INC., dba SBP, Inc
FOR
COMMUNITY DEVELOPMENT BLOCK GRANT-DISASTER RECOVERY (CDBG-DR)
HOUSING REHABILITATION AND RECONSTRUCTION PROGRAM

THIS AGREEMENT is entered this 18th of November 2020 between the City of Columbia, South Carolina (the “City”) and *The St. Bernard Project, Inc., dba SBP, Inc.*

I. RECITALS

WHEREAS, Pursuant to Public Law 114-113 (12/18/2015) and Public Law 115-31; The Consolidated Appropriations Act, 2016 and the Federal Register Notice 82 FR 36812, August 07, 2017 and 81 FR 39687, June 07, 2016 at DR-4241 that allocated CDBG-DR funds awarded to the City of Columbia, the U.S. Department of Housing and Urban Development (“HUD”) has awarded \$26,155,000 in Community Development Block Grant Disaster Recovery (CDBG-DR) funds to the City for activities authorized under title I of the Housing and Community Development Act of 1974 (42 U.S.C. 5301 et seq.) and described in the City’s Action Plan (the “Action Plan”); and

WHEREAS, the City wishes to engage the SBP to assist the City in utilizing such funds to carry out a part of the City’s Federal award by committing \$8.9 million dollars of the City’s Federal award, pursuant to this Subrecipient Agreement between the City and SBP (the “Agreement”); and

WHEREAS, the CDBG-DR funds made available for use by the SBP under this Agreement constitute a subaward of the City’s Federal award, the use of which must be in accordance with requirements imposed by Federal statutes, regulations, and the terms and conditions of the City’s Federal award; and

WHEREAS, SBP shall be engaged to provide single family (homeownership and rental) housing rehabilitation and reconstruction as deemed appropriate for qualified Low-to-Moderate Income and Urgent Need (UN) residents; and

WHEREAS, The SBP Chief Executive Officer is authorized to enter this agreement with the City, and by signing this agreement, to assure the City that SBP will comply with all the requirements of the subaward described herein.

NOW, THEREFORE, in consideration of the need for recovery from the 2015 Flood Disaster caused by Hurricane Joaquin and the premises and mutual covenants described herein, the parties mutually agree to the terms described in this Agreement.

II. GENERAL AWARD INFORMATION

The subaward from the City to SBP, which is described below, is for the purpose of carrying out a portion of a Federal award described in Section I of this agreement, and creates a Federal

assistance relationship with SBP as the Subrecipient. This agreement must be updated to reflect any changes to the federal award and the following award information.

Contact information:

City:	Subrecipient:
Teresa B. Wilson	Zack Rosenberg
City Manager	CEO
City of Columbia	SBP
1737 Main Street	2645 Toulouse Street
Columbia, SC 29201	New Orleans, LA 70119
(803) 545-3026	(504) 236-1981
Fax (803) 401-8800	
Teresa.Wilson@columbiasc.gov	zack@sbpusa.org

Federal Award Identification Number: B-16-MH-45-001

CFDA Number and Name: 14-228 Community Development Block Grant Disaster Recovery (CDBG-DR) Amount: \$26,155,000.00

Federal Award Date: August 14, 2017

Indirect Cost Rate for the Federal Award: The City has elected not to use the 10 percent de minimis indirect cost rate as allowed under the Uniform Guidance. CDBG-DR grant funds will be used for payment of indirect costs pursuant to 2 CFR part 200, subpart E — Cost Principles if the subrecipient has an approved Indirect Cost Rate agreement with a federal agency which may be utilized.

Federal award project description: In October 2015, the City of Columbia, along with much of the State of South Carolina, experienced unprecedented and historical rainfall and flooding resulting from an upper atmospheric low-pressure system that funneled moisture from Hurricane Joaquin. In response to this presidentially declared disaster, Congress appropriated funding to the Community Development Block Grant Disaster Recovery (CDBG-DR) Program for the affected areas. The City of Columbia will provide CDBG-DR funds to qualified homeowners and landlords whose single-family dwellings were damaged or destroyed by Federal Disaster 4241. Projects include single-family homeowner and rental, repair and reconstruction located within the incorporated City limits of Columbia.

Is this award for research and development? *No*

Subrecipient's unique entity identifier: [insert FIN] **SBP's Tax ID is 26-2189665**

Subaward Period of Performance: 18 November 2020 until 31 December 2022

Total Amount of the Federal Award Committed to SBP by the City: \$8,898,594.33

Amount of Federal funds obligated by this agreement: \$6,243,070.33

Total Amount of Federal Funds Obligated to the Subrecipient: \$2,655,524.00

Any indirect costs charged must be within compliance of 2 CFR part 200, subpart E and Appendix IV to Part 200 and comply with the Indirect Cost Rate Agreement v the subrecipient already has in place with a federal agency and with 200.414. A cost may not be allocated to a Federal award as an indirect cost if any other cost incurred for the same purpose, in like circumstances, has been assigned to a Federal award as a direct cost

III. SCOPE OF SERVICE

A. Eligible Use of Funds

As a condition of receiving this subaward, SBP shall administer the CDBG-DR Housing Rehabilitation, Reconstruction, and Rebuild Program, which includes performing all work described in this section. SBP shall complete the activities in a manner satisfactory to the City, consistent and compliant with the terms of conditions of this agreement and applicable Federal statutes and regulations.

SBP shall be responsible for ensuring that the program components are administered in a way that is completely consistent and compliant with all applicable city, state and federal statutes, regulations, and any other such guidance as may be issued by the city, a state or federal governmental agency with jurisdiction.

While neither the City nor SBP expect or anticipate delays in the execution of this program, given the COVID-19 operating environment, it is possible that applicants would not want their home disturbed. Additionally, the COVID-19 environment may also impact construction labor and supplies for the duration of this contract. Given this, the City and SBP will use FAR 52.249-14 concerning excusable delays.

Core Services

Core services are those listed within this agreement and those reasonably required by either the City or SBP to perform the standard services and scope of this agreement. SBP shall provide services as required by the City to meet Program policies and regulations if the additional services required are within the Scope of Work of this Subrecipient Agreement. Core Services provided by SBP may be expanded in negotiations with SBP.

- A. The City and/or the designated Program Manager is responsible for all Action Planning, amendments, substantial amendments, and all other relevant CDBG-DR related correspondence with HUD associated with this program.
- B. The City's designated Program Manager will conduct eligibility determination on all applicants and provide SBP with eligible applicants which have met all requirements for service under this CDBG-DR program. Eligibility determination includes but is not limited to: income calculations, accordance with the City of Columbia Action Plan and amendments, HUD Federal Register Guidance, and Duplication of Benefits calculations.
- C. The City will provide the following core services in support of the program:
 1. The City will provide two public servants to sit on a weekly Special Case Panel which will adjudicate contractor cost cap overruns and change orders. SBP will schedule and conduct a weekly Special Case Panel which will adjudicate contractor cost cap overruns and change orders. SBP will bring to this panel any change orders which are above or below (+/-)10 percent of the Xactimate estimated cost of repair. While most decisions within this program are covered in policy, our experience informs us of the requirement to intensively manage

special cases and change order requests. SBP will facilitate a weekly Special Case Panel consisting of two-members of the City staff and one SBP member. The panel will adjudicate items ranging from cost overruns due to termite infestations to avoiding temporary homelessness directly resulting from required construction activities. All results of the panel will be forwarded to the Director of Community Development for decision and recorded and placed in the System of Record.

2. The City agrees to make payment to the designated construction building contractors as directed by SBP within 30 days of invoice.
 3. The City agrees to provide a workspace for SBP's operation team.
 4. The City will provide SBP personnel with administrative privileges for the execution of the SharePoint System of Record.
 5. The City will acknowledge and begin an active response to any Fraud, Waste, and/or Abuse Claim within 24 hours of notification.
- D. SBP will report to the Director of the Community Development Department and will coordinate with all other city service providers as required. SBP will coordinate with the designated Program Manager as required.
- E. SBP will provide an Xactimate based estimate for the repair and/or replacement of all homes designated eligible by the City's Program Manager. This includes rentals at the City's discretion. The Xactimate estimate will be non-intrusive and will not include the moving of furniture or intrusion into walls or foundations. If reconstruction is required, SBP will provide options for the City to make a final determination and begin construction.
- F. SBP will be responsible for selecting qualified building contractors through a Request for Qualifications procurement process compliant with 2 CFR 200. SBP will advertise work for general contractors to increase the building capacity and the overall amount of construction building contractors available to the program. SBP will update qualified building contractors list annually. Qualified building contractors may be added to vendors list throughout the course of the year. All construction building contractors must meet the City's standards.
- G. SBP will enter a contractual relationship contract with construction building contractors to conduct the repair and or replacement of homes and will invoice the City for payment directly to the construction building contractors.
- H. SBP will assign building contractors to repair and/or replace eligible applicant homes. SBP is responsible for the execution of all construction building contracts associated with this program. The assignment process will reward construction building contractors who provide timely and quality services to applicants.
- I. SBP will hold contractors accountable and establish incentives for high quality and timely work. SBP will conduct weekly inspections (to include photographs placed in the SharePoint System of Record) of homes that have received a notice to proceed and are in an active construction status.
- J. SBP will use the SharePoint System of Record designed by the City and will ensure all files are kept up to date and in compliance with established standards. SBP will ensure all Personally Identifiable Information protection requirements established by the City.
- K. SBP will provide construction management expertise and ensure compliance with all Federal, State, and Local building codes and regulations.
- L. SBP will include one-year of general warranty in all contracts and will manage the warranty program for the City.

- M. SBP will provide a Case Management capability and accept responsibility for all applicant interaction and the recording of applicant engagements into the System of Record. SBP will follow a disciplined process flow in all client engagements. As a minimum, SBP will contact and coordinate with applicants monthly prior to the signing event and on a weekly basis once the applicant completes the signing event.
- N. SBP will generally follow the below process flow:
 - 1. File Acceptance: SBP accepts applicant files declared eligible from the City's designated Program Manager. Should SBP find discrepancies with the eligibility of files, SBP will coordinate with the Program Manager to rectify and notify the City.
 - 2. Pre-Construction: Conduct Pre-Construction activities to include conducting an Xactimate non-intrusive estimated cost of repair, conducting a Tier II Environmental check, assigning a construction building contractor to complete the work.
 - 3. Construction Management: Manage and monitor client construction quality control and contractor timeliness.
 - 4. Post- Construction: Conduct Post-Construction activities to include warranty tracking.
 - 5. Finance Operations: Conduct Finance operations to ensure proper contractor and internal invoicing as well as all City coordination concerning expenditure of federal funds associated with this subrecipient agreement.
 - 6. Compliance and Audit: Conduct internal Compliance and Audit operations to ensure strict compliance with all HUD and all other Federal Cross Cutting requirements.
- O. SBP, as the designated sub-recipient, is given authority to attract and retain construction, building, and general contractors to this program. All contractors must be licensed, bonded, and properly insured. SBP has the authority to dismiss contractors who fail to perform the work in accordance with contractual and/or program standards.
- P. SBP is authorized to include reasonable moving costs into all invoices to account for furniture storage while the home is under construction.
- Q. SBP is authorized to provide invoices to the City concerning temporary lodging for applicants who may become temporarily homeless during the construction phase upon Special Case Panel Review and approval of the Director CDD.
- R. SBP will ensure cost reasonableness associated with all construction related activities and will provide the City with periodic assessments with respect to cost reasonableness and specifically as it relates to Xactimate pricing.
- S. SBP will train all contractors participating in the program on all construction and financial standards associated with the program. Specific emphasis will be placed upon local permitting requirements, quality construction standards, and invoicing requirements.
- T. SBP will coordinate, schedule, and execute appropriate Lead Based Paint testing and all regulatory LSHR paperwork associated with all eligible properties. SBP will complete all onsite inspections to ensure compliance with LSHR and EPA 40 CFR part 745.
- U. SBP will close all remaining operations and coordinate a handover to the City of any remaining work to the City at the conclusion of this agreement.
- V. SBP will coordinate with South Carolina Legal Services to provide program-related legal assistance to clients when required.
- W. SBP will withstand any internal Audit for any services related to this program given 24 hours advance notice.

- X. SBP will complete a final inspection of each project and will collect all required paperwork such as warranties, certifications, certificates of occupancy, etc. with original documents given to the Applicant, with written receipt, and copies placed in the System of Record. SBP will coordinate any inspections necessary to meet requirements of program [i.e. lead-based paint, asbestos, energy, etc. testing], and will utilize qualified, existing city vendors wherever possible.
- Y. SBP will respond to all requests from Applicants, Citizens and Clients. SBP will ensure that Program assistance is provided to Applicants in a manner that is fair, transparent, and expeditious.

Prohibited Activities

SBP, as the designated Subrecipient, may only carry out the activities described in this agreement. SBP is prohibited from charging to the subaward the costs of CDBG ineligible activities, including those described at 24 CFR 570.207, and from using funds provided herein or personnel employed in the administration of activities under this agreement for political activities and/or inherently religious activities.

Program Delivery (CDBG Eligible Activities)

SBP, as the designated subrecipient, will perform project management for single-family housing rehabilitation, reconstruction, and rebuilding for the Community Development Block Grant Disaster Recovery (CDBG-DR) Housing Activities. Project management shall include the following components as described below:

- A. Start-up
- B. Applicant Interaction
- C. Construction Management
- D. Personnel Requirements
- E. Quality Assurance/Quality Control
- F. Compliance and Monitoring
- G. Issue Tracking and Fraud, Waste, and Abuse Coordination
- H. Document Management & Records Retention
- I. Invoicing and Reporting

A. Activity #1 - Start Up

SBP will be responsible for startup operations, staffing, and logistics associated with this program and agreement. SBP will provide an Initial Operating Capability within 30 calendar days of the date of this agreement. SBP will provide Full Operational Capability within 75 days of the finalization of this agreement. SBP will, at a minimum:

- 1. Schedule a Kickoff Meeting (KM) virtually (due to current COVID-19 Pandemic City operational restrictions) with the Community Development Director within five (5) business days of this Agreement. This meeting shall include discussion of, at minimum:
 - a) Proper methods and channels of communication between SBP and the Community Development Director.

- b) Development and finalization of status reporting forms and mechanisms.
- 2. Finalize preliminary plans submitted with SBP's original application submission into the Operational Plan (OP), as specified by this Subrecipient Agreement. The OP shall incorporate the decisions and recommendations made to all preliminary plans during the kickoff meeting.
- 3. Additional topics deemed necessary by the Community Development Director.
- 4. Establish interface with the SharePoint System of Record for this program within one week of this signed agreement. SharePoint system of record administrative privileges will be provided to a designated SBP representative.
- 5. SBP will begin coordination for file transfer with the designated Program Manager.
- 6. SBP is responsible for completing a CDD approved Operational Plan (OP) within 60 days of this Agreement. The OP shall include, at a minimum:
 - a) Complete and comprehensive methods to implement the Core Services specified within this agreement
 - b) Complete and comprehensive set of operating procedures to meet all requirements of the Program policies
 - c) A comprehensive plan to achieve HUD Section 3 goals for hiring as required under 24 C.F.R. PART 135 and as modified by the HUD CDBG-DR Notice of March 5, 2013
 - d) A Program budget setting forth the amount of Program funds that will be expended each quarter for each of the major requirements of this Agreement
 - e) Financial and performance projections for the Program

B. Activity #2 - Applicant Interaction

SBP will provide Applicants with Program-related assistance, including, but not limited to, intervention on behalf of Applicants with Builders or municipalities, guidance as to Program policies, the disbursement of grant funds and notification of Applicant issues to CDD as appropriate. SBP will, at a minimum:

- 1. Provide a Disaster Case Management capability and assign all cases to a DCM. DCM's will contact and document all conversations with program participants. DCM's will contact eligible citizens a minimum of once per week after the formal signing event.
- 2. Provide information concerning Program policies and procedures and the construction process.
- 3. Update Applicants when relevant Program policies and procedures are revised.
- 4. Adjudicate issues that arise between applicants and all contractors.
- 5. As appropriate, communicate citizen issues to CDD.
- 6. Coordinate homeowner relocation process in compliance with all URA Regulations at 49-part CFR 24 and City of Columbia Relocation Policies and Procedures.
- 7. If unable to contact citizens after 3 attempts, provide written notice to the System of Record and notify CDD detailing contact attempts.
- 8. Prepare completed construction files for closeout.
- 9. Attend information sessions and conduct all required coordination.

C. Activity #3 – Construction Management

SBP will provide eligible applicants with construction-related assistance and guidance throughout the construction process. SBP will, at a minimum:

1. SBP, as the designated sub-recipient, is given authority to attract and retain construction, building, and general contractors to this program. All contractors must be licensed, bonded, and properly insured. SBP has the authority to dismiss contractors who fail to perform the work in accordance with program standards.
2. SBP will train all contractors participating in the program on all construction and financial standards associated with the program. Specific emphasis will be placed upon local permitting requirements, quality construction standards, and invoicing for payment requirements.
3. SBP will conduct validation on all contractors within the program. The contractor's validation shall contain, at a minimum: Documented confirmation that the Contractor has all required City/State/Federal permits, registrations, licenses, and insurance as required to conduct the work. SBP will also ensure documented confirmation that the selected contractor is not debarred by HUD or the City/State, and complies with all required City, State and federal regulations applicable to the Program.
4. SBP will upload Contractor validation checks into the System of Record.
5. SBP will review and submit contractors' requests for payment to CDD within five (5) business days of receipt for approval based on the below criteria. Upon approval, CDD will disburse contractor's funds as follows:
 - a. SBP will validate all work performed and note in the System of Record.
 - b. SBP will submit to CDD for reimbursement of completed work on their construction award.
 - c. In the event that the Request for Payment lacks adequate supporting documentation, the CDD shall return invoices to SBP with a detailed explanation of the rejection within two (2) business days after receipt of the request for payment.
6. SBP will respond to all Applicant and contractor technical and general construction questions within two (2) business days of receipt.
7. SBP will review and revise, as appropriate, an Applicant's construction project plan and cost estimate using Xactimate.
8. SBP will review, recommend, and implement approved changes to an Applicant's project plan on an as needed basis.
9. SBP, in conjunction with the City, will conduct a weekly Special Case Panel concerning major change orders and applicant issues that cannot be resolved quickly via existing policy.
10. SBP will identify Applicant files during the final year of the Subrecipient Agreement term that are unlikely to be completed within six (6) months of the Subrecipient Agreement expiration and notify the CDD in writing with relevant documentation.
11. SBP will conduct a site inspection after commencement of construction and/or after the contractor submits an invoice to verify the progress of construction progress.
12. SBP will conduct a final inspection to determine the work was completed according to the Program's construction standards, environmental remediations are complete, and energy efficiency/green building standards have been met so that the file can be documented to the System of Record. SBP will conduct the final inspection within five (5) days of contractor notification that they have completed the work.
13. SBP will provide re-inspection(s) as required.

D. Activity #4 - Personnel Requirements

SBP, upon signature of this agreement, is responsible for monitoring its staff, and all contractors working on this program. SBP will, as a minimum:

1. Ensure that all staff actions follow all CDBG-DR related regulatory guidance.
2. Supervise internal and contractor activities.
3. Review Contractor's deliverables and procedures regularly to ensure compliance with this Subrecipient agreement and CDBG-DR requirements.
4. Communicate potential issues and risks to the City.

E. Activity #5 – Quality Assurance/Quality Control

SBP will perform routine quality checks of the files to ensure quality assurance. The results must be reported to the CDD Quality Assurance Quality Assurance Analyst weekly in writing. The City's QA/QC Plan is found at:

https://dr.columbiasc.gov/wp-content/uploads/2020/04/QAQC_Plan_and-QAQC-Checklist-04062020.pdf

SBP will, at a minimum:

1. Develop and adapt internal operations to ensure that policies and procedures are followed
2. Ensure that operational processes have adequate controls in place to comply with all applicable federal and City/State requirements
3. Review all documentation for accuracy and completeness and assist Citizens in obtaining missing information by giving specific direction on where to find or how to obtain the information
4. Correct and re-submit all documentation when errors are identified
5. Coordinate with the City to ensure that proper controls are set forth in the Program policies and procedures to prevent fraud, waste, and abuse
6. Perform other quality assurance or quality control tasks or reviews required by policies and procedures and/or CDD
7. Gather feedback from the CDD and Internal Auditor as to potential problems and potential inefficiencies and take necessary actions to correct noted items
8. Conduct a final review for closeout of construction files that includes:
 - a. Reviewing status of any open issues
 - b. Resolving all issues before completing the final review, which may include coordination with the Citizen and/or the Contractor
 - c. Researching files and provide documentation to CDD as required

F. Activity # 6 – Compliance and Monitoring

SBP will provide compliance and monitoring as follows:

1. Furnish Program information in the manner or format requested by the City on a timely basis, as necessary for the City to evaluate Program performance, including the following:
 - a. Construction progress
 - b. Payments
 - c. Projections for expenditures and applicant project construction completion
2. Conduct internal audits as necessary to ensure compliance with all requirements

3. Identify operational compliance issues associated with the compliance reviews of Program policies and procedures and report findings to the City
4. Perform data analysis to detect or confirm trends
5. Establish a subject matter expert point person(s) to work with CDD compliance staff
6. Meet in person or virtually with CDD on a monthly basis to conduct a holistic program review

G. Activity # 7 – Issue Tracking and Fraud/Waste and Abuse Coordination

SBP will assist with obtaining and providing all relevant information to the City regarding fraud, waste and abuse coordination and shall be fluent with CDD's Detection of Fraud, Waste and Abuse Policy within 30 calendar days of this agreement. The policy is found below. https://dr.columbiasc.gov/wp-content/uploads/2020/07/Columbia-CDBG-DR-PP-Handbook_072020.pdf

SBP will, at a minimum:

- Determine the scope and extent of any potential fraud/abuse/waste concerns regarding either the citizen or the contractors involved in this program.
 - Direct citizens to contact CDD and other law enforcement agencies, as appropriate.
1. Identify and report to the CDD potential fraud/abuse/waste activity in the Program as soon as discovered
 2. Cooperate with City Internal Auditor, external auditors such as HUD, the HUD Office of the Inspector General, and integrity monitors
 3. Assist the CDD with relevant investigations
 4. Assist the CDD with: Open Public Records Act (OPRA) and Freedom of Information Act (FOIA) requests, subpoenas, and prosecutorial requests. Upon any such request to SBP directly, immediately notify and forward the request and supporting documentation to the CDD.

H. Activity #8 - Document Management and Records Retention

SBP will store and retrieve physical documents and electronic images of all paper documents, applicant-related emails, correspondence, construction documents, training material, and policy and procedures associated with the Program in a secure environment and in accordance with federal requirements.

Documents and images must be stored and archived according to City, State, and federal guidelines for record retention, file documentation, document management, quality control, and reporting. The City, at its discretion, may elect to adopt uniform document management and records retention policy to which SBP will be compliant.

SBP will, at a minimum:

1. Retain files according to federal requirements (24 CFR 570.503(b)(2)) and the Public Records Act of 1990, Code of Laws of South Carolina 1976, Sections 30-1-10 through 30-1-180, as amended.
2. Use the designated System of Record to:
 - a. Upload all Citizen eligibility and construction related documentation
 - b. Enter all eligible applicant interactions
 - c. Submit all completed files upload into the System of Record.
3. SBP will adhere to City system of Record Management which can be found at the following web address: <https://www.columbiasc.net/records-management>

4. Receive and process incoming Program-related documents according to Program requirements.
5. Identify and classify all files within the System of Record.
6. Store application files (physical and electronic) in a secure environment
7. Develop a disaster recovery plan to prevent destruction of the files from natural disasters, flood, fire, sabotage, or theft within 75 calendar days of this executed agreement.
8. Research inquiries regarding missing documents or any pertinent information required.
9. Maintain an inventory of all documents and records and monitor for accuracy and completeness.
10. Ensure documents are processed according to Program deadlines.
11. Maintain financial source documents within the System of Record.
12. At the termination of this Agreement term, return to the City all records, documents, and files associated with the Program and the performance of this agreement. This includes, but is not limited to, electronic and paper files, drawings, plans, storage devices, and any other record pertaining to the Program.

I. Activity # 9 – Reporting Program

1. SBP will report in a timely and accurate manner. In addition to the scheduled reports, SBP will provide CDD with interim reports as requested by the CDD.

SBP will, as a minimum:

- A. Ensure compliance with this Agreement
 - B. Interface with the City staff as appropriate
 - C. Review all files and invoices for completeness and accuracy before submission to CDD
 - D. Conduct quality checks for all files on a quarterly basis and report, in writing, all findings to the CDD, for the duration of this Agreement
 - E. Provide the CDD, on a weekly basis, a written update of work completed
 - F. Meet in-person or virtually monthly with the CDD to discuss the status of the Program
 - G. Provide a Monthly Project Management Summary
2. Monthly Project Management Summary shall be provided to CDD with a comprehensive status report on all Applicants remaining in the Program. The report shall be delivered to the CDD on the fifteenth business day of each month. The report shall include, at a minimum:
 - A. Milestones and Deliverables – Provide a holistic briefing consisting of tasks, milestones, and the relevant dates including:
 - i. Projected Project Plan start and completion date
 - ii. Current percentage of Project Plan completed
 - iii. Project Plan actual start and completion date
 - B. Team Progress - Provide specific scope/tasks with a summary of expected progress for each:
 - i. Tasks scheduled/completed during the previous month
 - ii. Tasks scheduled for the upcoming month.
 - C. Issue, Risk, and Change Management - Provide detailed summary for each of the below:
 - i. Open issues
 - ii. Risks

- iii. Mitigation Plan - Provide a summary of planned corrective actions for any presented issue and/or risk.
- D. Funding Status - Summary of current pool of funding that includes:
 - i. Funding to date
 - ii. Funding remaining
 - iii. Percentage invoiced
 - iv. Total contract value/cumulative total invoiced to date
 - v. Current cumulative remaining funding.

Pre-Award Costs

Reimbursement for pre-award costs is not permitted under this Agreement.

General Administration of Subaward

No Administrative Services Costs will be granted in this agreement. All costs are identified as activity delivery costs (ADCs).

National Objectives

All activities funded with CDBG-DR funds must meet the criteria for one of the CDBG program's National Objectives.

SBP certifies that the activities carried out under this agreement shall meet the following national objectives and satisfy the following criteria:

Activity #1 – Activity #9

National Objective: Low- to moderate-income Housing - LMI

Activity Criteria: Single-Family Residential Housing, 24 CFR 570.202, 24 CFR 507.201

Subrecipient must satisfy 24 CFR 570.208(a)(3) and maintain records necessary to demonstrate compliance with that criteria; and must follow (24 CFR 570.606) for Displacement, relocation, acquisition, and replacement of housing.

B. Levels of Accomplishment – Performance Goals and Timelines

SBP will complete the activities required under this agreement. SBP will conduct a seven phased approach:

1. Pre-Award: SBP will assemble the required staff to complete this mission. It will develop and train an Operational Plan, develop internal Standard Operating Procedures, standardize workflows and processes. SBP is currently in this phase.
2. Post Award: SBP will conduct required meetings with the City and begin operations. Key aspects of this phase include hiring additional staffing, conducting training on the System of Record, CDBG-DR policies, City Policies, and preparing for operations. SBP anticipates this phase will continue until mid-January 2021 when it will achieve full operational capabilities.
3. File Transfer: SBP will accept eligible files from the Program Manager. SBP anticipates this beginning in January 2021.

4. Pre-Construction: SBP will conduct an environmental assessment on all required files to ensure compliance. Once this step is complete, SBP will host a formal signing event to include a subrogation agreement and conduct expectations management with the applicant and the contractor.

5. Construction: SBP will coordinate and execute the repair and/or replacement of approximately 177 homes. SBP will monitor all aspects of the construction program and conduct final inspections to ensure quality workmanship.

6. Construction Closeout and Transfer: SBP will close out cases as required and transfer any remaining construction cases to the City upon conclusion of this agreement. SBP will close out its use of the CDBG-DR funds and its obligations under this agreement by complying with the closeout procedures in 2 CFR 200.343 for all construction related items.

C. Staffing

SBP will supervise and direct the completion of all activities listed within this agreement.

IV. PERFORMANCE MONITORING & REPORTING

A. Monitoring

The City shall monitor the performance of SBP as necessary and in accordance with regulations on Subrecipient Monitoring and Management, 2 CFR 200.330 – 2 CFR 200.332, to ensure Subrecipient compliance with all of the requirements of this agreement, including the timeframes and performance goals associated with the activities. Substandard performance as determined by the City will constitute noncompliance with this agreement. If action to correct such substandard performance is not taken by SBP within ten (10) days after being notified by the City, the City may impose additional conditions on the Subrecipient and its use of CDBG-DR funds consistent with 2 CFR 200.207, suspend or terminate this agreement, or initiate other remedies for noncompliance as appropriate and permitted under 2 CFR 200.338.

B. Reporting

SBP will submit regular monthly progress and financial reports to the City in accordance with the terms listed within this agreement.

V. PERIOD OF PERFORMANCE AND TERM

The period of performance for SBP, meaning the time during which the SBP may incur new obligations to carry out activities under this agreement, shall start upon the signing of this agreement and end on the 31st day of December 2022.

This agreement and its terms and conditions shall remain in effect during any period that the SBP has control over CDBG-DR funds provided through this agreement, including program income as defined in 24 CFR 570.500(a) as amended; and as defined in Federal Register Notice 5938-N-01 and 2 CFR 200.302(b)(2)(3)(4).

VI. BUDGET

SBP will complete all activities in this agreement in accordance with the budgetary allocations outlined by the City. Any amendments to the budget must be approved in writing by both the City and SBP.

B. Indirect Costs

Indirect costs may be charged to this subaward under a cost allocation plan prepared in accordance with 2 CFR part 200, subpart E.

Any indirect costs, as defined in 2 CFR part 200, that are included in the budget shall only be charged to CDBG-DR funds to the extent that the costs are consistent with the conditions of this agreement.

C. Program Income

Program income is defined in 24 CFR 570.500(a) as gross income received by the recipient or a subrecipient directly generated from the use of CDBG funds. All program income generated shall be returned to the City.

VII. PAYMENT

It is expressly agreed and understood that the total amount to be paid by the City under this agreement shall not exceed **[\$ 2,655,524 (or ~\$1,327,762 per year)]**. The city will make payments on a reimbursement basis. The city shall not be obligated to satisfy SBP's payment request where such requests are inconsistent with this agreement, federal statutes, regulations (including Cost Principles in 2 CFR part 200, subpart E), or the terms and conditions of the City's Federal award, or that would otherwise result in the City charging improper, unauthorized, or otherwise unallowable costs to the City's Federal award.

SBP will submit to the City monthly requests for payments of activities under this agreement and consistent with the approved budget (the "Request for Payment"). Each Request for Payment will be submitted against specific line items within the budget.

The City shall pay SBP CDBG-DR funds available based upon information submitted by SBP for allowable costs permitted under this agreement and consistent with the approved budget. Payments will be made for eligible expenses incurred by SBP.

Payment will be processed within fifteen (15) days upon submission by SBP of a properly executed Request for Payment, together with all supporting invoices, bills, time sheets, and other documents necessary to justify the payment. The Request for Payment form must also be accompanied by documentation from SBP demonstrating that all procurements for which payment is requested have been made in accordance with this agreement.

VIII. AMENDMENT AND TERMINATION

A. Amendments

The City or SBP may amend this agreement at any time provided that such amendments make specific reference to this agreement, are approved by the City's governing body, and are signed

in writing by a duly authorized representative of the City and by SBP. Such amendments shall not invalidate this agreement, nor relieve or release the City or SBP from its obligations under this agreement. Amendments will generally be required when any of the following are anticipated: i) revision to the scope or objectives of the Program, including purpose or beneficiaries; ii) need to extend the availability of Grant Funds; iii) revision that would result in the need for additional funding; and iv) expenditures on items for which applicable cost principles require prior approval (see 24 CFR 570.200h for pre-award/pre-agreement costs).

The City may, in its discretion, amend this agreement to conform with Federal, state, or local governmental guidelines, policies and available funding amounts. 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 this agreement, such modifications will be incorporated only by written amendment signed by both the City and SBP.

B. Suspension or Termination

The City may terminate this agreement, in whole or in part, upon 30 days' notice, whenever it determines that SBP has failed to comply with any term, condition, requirement, or provision of this agreement. Failure to comply with any terms of this agreement, include (but are not limited to) the following:

1. Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and HUD guidelines, policies or directives as may become applicable at any time
2. Failure, for any reason, of SBP to fulfill in a timely and proper manner its obligations under this agreement
3. Ineffective or improper use of funds provided under this agreement
4. Submission by SBP reports that are incorrect or incomplete in any material respect.

The City shall promptly notify SBP, in writing, of its determination and the reasons for the termination together with the date on which the termination shall take effect as subject to 2 CFR part 200, subpart D, and any other notifications required under 2 CFR part 200, subpart D". Upon termination, the City retains the right to recover any improper expenditure from SBP and SBP shall return to the City any improper expenditures no later than thirty (30) days after the date of termination.

The City may, at its sole discretion, allow SBP to retain or be reimbursed for costs reasonably incurred prior to termination, that were not made in anticipation of termination and cannot be canceled provided that said costs meet the provisions of this agreement, 2 CFR Part 200, Subpart E, Cost Principles, and any other applicable state or Federal statutes, regulations or requirements.

This agreement may also be terminated in whole or in part by either the City or SBP, or based upon agreement by both the City and SBP in accordance with the requirements in 2 CFR part 200, subpart D."

IX. OTHER REQUIREMENTS TO COMPLY WITH FEDERAL STATUTES, REGULATIONS AND THE TERMS AND CONDITIONS OF THE FEDERAL AWARD

The CDBG-DR funds available to SBP through this agreement constitute a subaward of the City's Federal award under the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 CFR part 200. This agreement includes terms and conditions of the City's Federal award that are imposed on the Subrecipient, and SBP agrees to carry out its obligations in compliance with all of the obligations described in this agreement.

A. General Compliance

SBP, as the subrecipient, will comply with all applicable provisions of the Housing and Community Development Act of 1974, as amended, and the regulations at 24 CFR part 570, as modified by the Federal Register notices that govern the use of CDBG-DR funds available under this agreement. These Federal Register notices include, but are not limited to currently published, applicable Federal Register notices. Notwithstanding the foregoing, (1) SBP, as the designed the Subrecipient does not assume the any of City's responsibilities for environmental review, decision-making, and action, described in 24 CFR part 58 and (2) SBP, as the subrecipient, does not assume any of the City's responsibilities for initiating the review process under the provisions of 24 CFR Part 52. SBP will also comply with all other applicable Federal, state and local laws, regulations, and policies that govern the use of the CDBG-DR funds in complying with its obligations under this agreement, regardless of whether CDBG-DR funds are made available to SBP on an advance or reimbursement basis.

B. Duplication of Benefits

SBP will not conduct any of the activities under this agreement in a manner that results in a prohibited duplication of benefits as defined by Section 312 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 USC 5155) and described in Appropriations Act. SBP will comply with HUD's requirements for duplication of benefits for Public Law 114-113 and Public Law 115-31 and imposed by Federal Register Notice Citations on the City, which are 81 FR 39687 and 82 FR 36812. This includes all waivers and alternate requirements for the CDBG-DR Grantees. [Waivers and Alternative Requirements for CDBG-DR Grantees](#).

C. Drug-Free Workplace

SBP will comply with drug-free workplace requirements in Subpart B of part 2429, which adopts the government wide implementation (2 CFR part 182) of sections 5152-5158 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701-707).

D. Insurance & Bonding

SBP will comply with the bonding and insurance requirements of 24 CFR §200.325 and §200.310.

E. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards

SBP will follow the subparts of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 CFR part 200, that are applicable to this agreement. SBP is versed in the portions of 2 CFR part 200 that are applicable. SBP is versed in 24 CFR 570.502(a) and (c), 24 CFR 570.489(d), and any applicable Federal Register Notices as they apply to this agreement.

SBP will comply with the applicable provisions in 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 CFR part 200 and Grantees and will comply with 2 CFR part 200, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards", except that 200.305 "Payment" is modified for lump sum drawdown for financing of property rehabilitation activities, in accordance with § 570.513, 200.306 "Cost sharing or matching" does not apply, 200.307 "Program income" does not apply. Program income is governed by § 570.504. Except also, 200.308 "Revisions of budget and program plans" does not apply and 200.311 "Real property" does not apply, except as provided in § 570.200(j). Real property is governed by § 570.505. Except also, 200.313 "Equipment" applies, except that when the equipment is sold and the proceeds shall be program income. Equipment not needed by SBP for CDBG activities shall be transferred to the recipient for the CDBG program or shall be retained after compensating the recipient.

Refer to 2 CFR Part 200.333 "Retention requirements for records" applies except that the retention period for individual CDBG activities shall be the longer of 3 years after the expiration or termination of the subrecipient agreement under § 570.503, or 3 years after the submission of the annual performance and evaluation report, as prescribed in § 91.520 of this title, in which the specific activity is reported on for the final time and records for individual activities subject to the reversion of assets provisions at § 570.503(b)(7) or change of use provisions at § 570.505 must be maintained for as long as those provisions continue to apply to the activity; and records for individual activities for which there are outstanding loan balances, other receivables, or contingent liabilities must be retained until such receivables or liabilities have been satisfied.

1. Financial & Program Management

SBP shall expend and account for all CDBG-DR funds received under this agreement in accordance with 2 CFR part 200 Subpart D—Post Federal Award Requirements and in accordance with Public Law 114-113 (12/18/2015) and Public Law 115-31; The Consolidated Appropriations Act, 2016 and the Federal Register Notice 82 FR 36812, August 07, 2017 and 81 FR 39687, June 07, 2016 at DR-4241.

2. Cost Principles

Costs incurred, whether charged on a direct or an indirect basis, must be in conformance with 2 CFR part 200, subpart E. All items of cost listed in 2 CFR part 200, subpart E, that require prior Federal agency approval are allowable without prior approval of HUD to the extent they comply with the general policies and principles stated in 2 CFR part 200, subpart E and are otherwise eligible under this agreement, except for the following:

- (i) Depreciation methods for fixed assets shall not be changed without the approval of the Federal cognizant agency.
- (ii) Fines penalties, damages, and other settlements are unallowable costs to the CDBG program.
- (iii) Costs of housing (e.g., depreciation, maintenance, utilities, furnishings, rent), housing allowances and personal living expenses (goods or services for personal use) regardless of whether reported as taxable income to the employees (2 CFR 200.445);
- (iv) Organization costs (2 CFR 200.455); and
- (v) Pre-Award Costs, as limited by this agreement.

F. Documentation and Record Keeping

1. Records Maintained

SBP will establish and maintain records sufficient to enable the City to:

- a. Determine whether the SBP has complied with this agreement, applicable Federal statutes and regulations, and the terms and conditions of the City's Federal award, and
- b. Satisfy recordkeeping requirements applicable to the City. These records include the records described in Section III. of this agreement, Scope of Service.

At a minimum, SBP shall maintain records required by 24 CFR 570.506, "as if the requirements in 24 CFR 570.506 were directly imposed upon the Subrecipient" and additionally include any additional recordkeeping requirements imposed by Federal Register notice governing the use of the funds.

§570.506 Records to be maintained. Each recipient shall establish and maintain sufficient records to enable the Secretary to determine whether the recipient has met the requirements of this part. At a minimum, the following records are needed and SBP, as the Subrecipient must maintain, in order meet recordkeeping requirements imposed by Federal statute, regulation, and the terms and conditions of the City's Federal award, and to assist the City in meeting its recordkeeping and reporting requirements. This list is not exhaustive, but such records may include:

- Records providing a full description of each activity undertaken
- Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG-DR program
- Records required to determine the eligibility of activities
- Records required to determine the compliance of procurement requirements
- Records required to support corrective actions taken when determined necessary by the City
- Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance
- Records documenting compliance with the fair housing and equal opportunity requirements of the CDBG program regulations; Financial records as required by 24 CFR 570.502, and 2 CFR part 200, including records necessary to demonstrate compliance with all applicable procurement requirements
- Other records necessary to document compliance with this agreement, any other applicable Federal statutes and regulations, and the terms and conditions of City's Federal award

2. Access to Records

§ 570.502 Applicability of uniform administrative requirements. (a) the City and SBP shall comply with 2 CFR part 200, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, except that complies with 2 CFR 200.331(a)(5), 2 CFR 200.336 and 24 CFR 570.508.

As required by 2 CFR 200.331(a)(5), SBP will permit the City and auditors to have access to the records and financial statements as necessary for the City to meet its audit requirements under the Federal award. Should the City incur costs because of delay in access to records, these costs will be reimbursed by SBP to the City.

3. Record Retention and Transmission of Records to the City

Prior to completion of this agreement, SBP will transmit to the City records sufficient for the City to demonstrate that all costs under this agreement met the requirements of the Federal award.

SBP will retain financial records, supporting documents, statistical records, and all other records pertinent to this agreement and SBPs subaward for the longer of 3 years after the expiration or termination of this agreement, or 3 years after the submission of the City's annual performance and evaluation report, as prescribed in § 91.520 of this title or in the applicable Federal Register notices governing the use of the funds, in which the specific activity is reported on for the final time.

The preceding requirement is however, subject to the following exceptions:

- (i) Records for activities subject to the reversion of assets provisions at 24 CFR § 570.503(b)(7) or change of use provisions at 24 CFR § 570.505 must be maintained for as long as those provisions continue to apply to the activity, otherwise, records for real property and equipment acquired under this agreement must be retained for 3 years after final disposition;
- (ii) Records for individual activities for which there are outstanding loan balances, other receivables, or contingent liabilities must be retained until such receivables or liabilities have been satisfied;
- (iii) If any litigation, claim, or audit is started before the expiration of the 3-year period, the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken;
- (iv) When the Subrecipient is notified in writing by HUD, the cognizant agency for audit as defined in 2 CFR 200.18, the oversight agency for audit as defined in 2 CFR 200.73, the cognizant agency for indirect costs as defined in 2 CFR 200.19, or the City, the Subrecipient shall extend the retention period consistent with the notification;
- (v) When records are transferred to or maintained by HUD or the City, the 3-year retention requirement is not applicable to the Subrecipient;
- (vi) (If the City is required to report on program income after the period of performance) The retention period for the records pertaining to the earning of the program income (as defined in this agreement) starts from the end of the City's fiscal year in which the program income is earned; and
- (vii) For indirect cost rate computations or proposals, cost allocation plans, and any similar accounting computations of the rate at which a particular group of costs is chargeable (such as computer usage chargeback rates or composite fringe benefit rates), and their supporting records:

- a. If submitted for negotiation. If the proposal, plan, or other computation is required to be submitted to the Federal Government (or to the City) to form the basis for negotiation of the rate, then the 3-year retention period for its supporting records starts from the date of such submission.
- b. If not submitted for negotiation. If the proposal, plan, or other computation is not required to be submitted to the Federal Government (or to the City) for negotiation purposes, then the 3-year retention period for the proposal, plan, or computation and its supporting records starts from the end of the fiscal year (or other accounting period) covered by the proposal, plan, or other computation.

4. Client Data and Other Sensitive Information

SBP is required to maintain data demonstrating client eligibility for activities provided under this agreement. Such data may include, but not be limited to, client name, address, income level or other basis for determining eligibility, and description of activities provided.

SBP must comply with 2 CFR §200.303 and take reasonable measures to safeguard protected personally identifiable information, as defined in 2 CFR 200.82, and other information HUD or the City designates as sensitive or that SBP considers sensitive consistent with applicable Federal, state, local, and tribal laws regarding privacy and obligations of confidentiality.

G. Close-out

SBP will close out its use of the CDBG-DR funds and its obligations under this agreement by complying with the closeout procedures in 2 CFR § 200.343. Activities during this close-out period may include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the City), and determining the custodianship of records.

Notwithstanding the terms of 2 CFR 200.343, upon the expiration of this agreement, SBP shall transfer to the recipient any CDBG funds on hand at the time of expiration and any accounts receivable attributable to the use of CDBG funds, further, any real property under SBPs control that was acquired or improved in whole or in part with CDBG funds

SBP's obligation to the Grantee shall not end until all close-out requirements as set forth in 24 CFR 570.509 are completed. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the Grantee), and determining the custodianship of records.

H. Audits, Inspections, and Monitoring

1. Single Audit

SBP must be audited as required by 2 CFR part 200, subpart F when it is expected that the SBP's Federal awards expended during the respective fiscal year equaled or exceeded the threshold set forth in §200.501 Audit requirements.

2. Inspections and Monitoring

SBP shall permit the City and auditors to have access to its records and financial statements as necessary for the City to meet the requirements of 2 CFR part 200.

SBP will submit to monitoring of its activities by the City as necessary to ensure that the subaward is used for authorized purposes, in compliance with Federal statutes, regulations, and the terms and conditions of this agreement. This review must include: (1) reviewing financial and performance reports required by the City; (2) following-up and ensuring that the SBP takes timely and appropriate action on all deficiencies pertaining to the Federal award provided to SBP from the City detected through audits, on-site reviews, and other means; and

(3) issuing a management decision for audit findings pertaining to this Federal award provided to SBP from the City as required by 2 CFR §200.521.

3. Corrective Actions

The City may issue management decisions and may consider taking enforcement actions if noncompliance is detected during audits. The City may require SBP to take timely and appropriate action on all deficiencies pertaining to the Federal award provided to SBP from the pass-through entity detected through audits, on-site reviews, and other means. In response to audit deficiencies or other findings of noncompliance with this agreement, City may impose additional conditions on the use of the CDBG-DR funds to ensure future compliance or provide training and technical assistance as needed to correct noncompliance.

SBP shall be subject to reviews and audits by the City, including onsite reviews of the Subrecipient as may be necessary or appropriate to meet the requirements of 42 U.S.C. 5304(e)(2).

I. Procurement and Contractor Oversight

SBP shall comply with the procurement standards in 2 CFR §200.318 - §200.326 when procuring property and services under this agreement.

SBP shall impose its obligations under this agreement on its contractors, specifically or by reference, so that such obligations will be binding upon each of its contractors.

SBP must comply with CDBG regulations regarding debarred or suspended entities at 24 CFR 570.609. CDBG funds may not be provided to excluded or disqualified persons.

SBP shall maintain oversight of all activities under this agreement and shall ensure that for any procured contract or agreement, its contractors perform according to the terms and conditions of the procured contracts or agreements, and the terms and conditions of this agreement.

SBP must adhere to 2 CFR 200.317 through 200.326 and 24 CFR 570.489(g) to ensure all contracts and agreements clearly state the period of performance or date of completion, incorporate performance requirements and liquidated damages into each procured contract or agreement, or other similar contract oversight provisions. Also, must maintain an accurate and current list of all procurements, and provide it to the City to ensure that all procurements are posted on the City's website.

J. Property Standards

Real property acquired by SBP under this agreement shall be subject to 24 CFR 570.505.

SBP shall also comply with the Property Standards at 2 CFR 200.310, 2 CFR 200.312, 2 CFR 200.314 through 2 CFR 200.316. SBP shall also comply with 2 CFR 200.313 Equipment, except that when the equipment is sold, the proceeds shall be program income, and equipment not needed by SBP for activities under this agreement shall be transferred to the City for its CDBG-DR program or shall be retained after compensating the City.

The City reserves the right to require a license agreement if the activity results in patentable inventions. 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small

Business Firms Under Government Awards, Contracts and Cooperative Agreements,” may affect ownership in inventions.

K. Federal Funding Accountability and Transparency Act (FFATA)

SBP shall comply with the requirements of 2 CFR Part 25 Universal Identifier and System for Award Management (SAM). The City must have an active registration in SAM in accordance with 2 CFR Part 25, appendix A, and must have a Data Universal Numbering System (DUNS) number. The City must also comply with provisions of the Federal Funding Accountability and Transparency Act, which includes requirements on executive compensation, and 2 CFR part 170 Reporting Subaward and Executive Compensation Information.

L. Relocation, Real Property Acquisition, and One-for-one Housing Replacement

SBP shall comply with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), 42 USC 4601 – 4655, 49 CFR part 24, 24 CFR part 42, and 24 CFR 570.606.

In addition to other URA requirements, these regulations (49 CFR § 24.403(d)) implement Section 414 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act, 42 USC § 5181, which provides that "Notwithstanding any other provision of law, no person otherwise eligible for any kind of replacement housing payment under the [URA] shall be denied such eligibility as a result of his being unable, because of a major disaster as determined by the President, to meet the occupancy requirements set by such Act". A waiver of Section 414 requirements has not been requested or obtained for the October 2015 Severe Storms and Flood. Therefore, tenants permanently displaced as a result of the disaster may be eligible for relocation assistance and must be identified during the application and intake process for each program so that assistance can be provided to eligible tenants. One-for-one replacement requirements at Section 104(d)(2)(A)(i)(ii) and (d)(3) and 24 CFR 42.375 are waived in connection with funds allocated Public Law 114-113 for lower-income dwelling units that are damaged by the disaster and not suitable for rehabilitation. This waiver exempts disaster damaged units that meet the grantee's definition of not suitable for rehabilitation from the one-for-one replacement requirements. The City of Columbia defines 'not suitable for rehabilitation' as: dwelling units where substandard conditions threaten the health and safety of its occupants and it is not financially or structurally feasible for rehabilitation.

It is important to note that the one-for-one waiver does not apply to projects using CDBG and/or HOME funds for the demolition of residential units. In addition, this waiver does not apply to Public Housing Authority projects utilizing 221 (d) funds for Multifamily Affordable Housing Program projects. In accordance with 24 CFR 42.375 (c), grantees administering projects triggering one-for-one replacement requirements must make project information available prior to the execution of contracts committing funds for any activity that will result in the demolition of lower-income dwelling units or the conversion of lower income dwelling units to another use.

M. Nondiscrimination

1. 24 CFR Part 6

SBP will comply with 24 CFR part 6, which implements the provisions of section 109 of title I of the Housing and Community Development Act of 1974 (Title I) (42 U.S.C. 5309). Section 109 provides that no person in the United States shall, on the ground of race, color, national

origin, religion, or sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with Federal financial assistance.

SBP will adhere to the prohibitions against discrimination on the basis of age under the Age Discrimination Act of 1975 (42 U.S.C. 6101-6107) (Age Discrimination Act) and the prohibitions against discrimination on the basis of disability under section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) (Section 504). Section 109 of the HCDA makes these requirements applicable to programs or activities funded in whole or in part with CDBG-DR funds. Thus, SBP shall comply with regulations of 24 CFR part 8, which implement Section 504 for HUD programs, and the regulations of 24 CFR part 146, which implement the Age Discrimination Act for HUD programs.

2. Architectural Barriers Act and the Americans with Disabilities Act

SBP shall ensure that its activities are consistent with requirements of the Architectural Barriers Act and the Americans with Disabilities Act.

The Architectural Barriers Act of 1968 (42 U.S.C. 4151-4157) requires certain Federal and Federally funded buildings and other facilities to be designed, constructed, or altered in accordance with standards that insure accessibility to, and use by physically handicapped people. A building or facility designed, constructed, or altered with funds allocated or reallocated under this part after December 11, 1995, and that meets the definition of "residential structure" as defined in 24 CFR 40.2 or the definition of "building" as defined in 41 CFR 101-19.602(a) is subject to the requirements of the Architectural Barriers Act of 1968 (42 U.S.C. 4151-4157) and shall comply with the Uniform Federal Accessibility Standards (appendix A to 24 CFR part 40 for residential structures, and appendix A to 41 CFR part 101-19, subpart 101-19.6, for general type buildings).

The Americans with Disabilities Act (42 U.S.C. 12131; 47 U.S.C. 155, 201, 218 and 225) (ADA) provides comprehensive civil rights to individuals with disabilities in the areas of employment, public accommodations, State and local government services, and telecommunications. It further provides that discrimination includes a failure to design and construct facilities for first occupancy no later than January 26, 1993, that are readily accessible to and usable by individuals with disabilities. Further, the ADA requires the removal of architectural barriers and communication barriers that are structural in nature, in existing facilities, where such removal is readily achievable—that is, easily accomplishable and able to be carried out without much difficulty or expense.

SBP shall comply with the laws, regulations, and executive orders referenced in 24 CFR 570.607 regarding employment and contracting to the extent they are applicable.

3. Local Nondiscrimination Provisions

SBP will not discriminate against any employee or applicant for employment because of race, color, creed, religion, ancestry, nation origin, sex, disability, age, marital/familial status, or status regarding public assistance. SBP will take affirmative action to ensure that all employment practices are free from such discrimination. Such employment practices include but are not limited to the following: hiring, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. SBP agrees to post

in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting agency setting forth the provisions of this nondiscrimination clause.

4. Title VI of the Civil Rights Act of 1964 (24 CFR part 1)

(i) General Compliance:

SBP shall comply with the requirements of Title VI of the Civil Rights Act of 1964 (P. L. 88-352), as amended [if the City is subject to 24 CFR part 570, subpart K, insert: "and 24 CFR 570.601 and 570.602". No person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity funded by this agreement. The specific nondiscrimination provisions at 24 CFR 1.4 applies to the use of these funds. SBP shall not intimidate, threaten, coerce, or discriminate against any person for the purpose of interfering with any right or privilege secured by title VI of the Civil Rights Act of 1964 or 24 CFR Part 1, or because he has made a complaint, testified, assisted, or participated in any manner in an investigation, proceeding, or hearing under 24 CFR Part 1. The identity of complainants shall be kept confidential except to the extent necessary to carry out the purposes of 2 CFR Part 1, including the conduct of any investigation, hearing, or judicial proceeding arising thereunder.

(ii) Assurances and Real Property Covenants:

As a condition to the approval of this Agreement and the extension of any Federal financial assistance, SBP assures that the program or activities described in this Agreement will be conducted and the housing, accommodations, facilities, services, financial aid, or other benefits to be provided will be operated and administered in compliance with all requirements imposed by or pursuant to this part 1.

If the Federal financial assistance under this agreement is to provide or is in the form of personal property or real property or interest therein or structures thereon, SBP's assurance herein shall obligate SBP or, in the case of a subsequent transfer, the transferee, for the period during which the property is used for a purpose for which the Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits, or for as long as the recipient retains ownership or possession of the property, whichever is longer. In all other cases the assurance shall obligate the SBP for the period during which Federal financial assistance is extended pursuant to the contract or application. This assurance gives the City and the United States a right to seek judicial enforcement of the assurance and the requirements on real property.

In the case of real property, structures or improvements thereon, or interests therein, acquired with Federal financial assistance under this Agreement or acquired with CDBG-DR funds and provided to SBP Under this Agreement, the instrument affecting any disposition by SBP of such real property, structures or improvements thereon, or interests therein, shall contain a covenant running with the land assuring nondiscrimination for the period during which the real property is used for a purpose for which the Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits.

If SBP receives real property interests or funds or for the acquisition of real property interests under this Agreement, to the extent that rights to space on, over, or under any such property are included as part of the program receiving such assistance, the nondiscrimination requirements of this part 1 shall extend to any facility located wholly or in part in such space.

5. Affirmative Action

(i) Approved Plan

SBP agrees that it shall carry out pursuant to the City's specifications an Affirmative Action Program in compliance with the President's Executive Order 11246 of September 24, 1966, as amended and implementing regulations at 42 CFR Chapter 60.

The City shall provide Affirmative Action guidelines to SBP to assist in the formulation of such a program.

SBP shall submit a plan for an Affirmative Action Program for approval prior to the release of funds under this agreement.

(ii) Women- and Minority-Owned Businesses (W/MBE)

SBP shall take the affirmative steps listed in 2 CFR 200.321(b)(1) through (5) to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible when SBP procures property or services under this agreement.

(iii) Notifications

SBP will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or worker's representative of the SBPs commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(iv) Equal Employment Opportunity and Affirmative Action (EEO/AA) Statement

SBP shall, in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient, state that it is an Equal Opportunity or Affirmative Action employer.

N. Labor and Employment

Labor Standards

SBP shall comply with the in labor standards in Section 110 of the Housing and Community Development Act of 1974, as amended and ensure that all laborers and mechanics employed by contractors or subcontractors in the performance of construction work financed in whole or in part with assistance received under this agreement shall be paid wages at rates not less than those prevailing on similar construction in the locality as determined by the Secretary of Labor in accordance with the Davis-Bacon Act, as amended (40 U.S.C. 3141, *et seq.*), and 29 CFR part 1, 3, 5, 6, and 7, provided, that this requirement shall apply to the rehabilitation of residential property only if such property contains not less than 8 units.

SBP agrees to comply with the Copeland Anti- KickBack Act (18 U.S.C. 874) and it's implementing regulations of the U.S. Department of Labor at 29 CFR part 3 and part 5. SBP shall maintain documentation that demonstrates compliance with applicable hour and wage requirements. Such documentation shall be made available to the City for review upon request.

O. Section 3 of the Housing and Urban Development Act of 1968

Compliance

SBP shall comply with the provisions of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 USC 1701u, and implement its regulations at 24 CFR part 135.

SBP shall include the "Section 3 clause" at 24 CFR 135.38 in every "Section 3 covered contract" (as defined in 24 CFR 135.5).

P. Conduct

1. Hatch Act

SBP shall comply with the Hatch Act, 5 USC 1501 – 1508, and shall ensure that no funds provided, nor personnel employed under this agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the U.S.C.

2. Conflict of Interest

In the procurement of supplies, equipment, construction, and services pursuant to this agreement, SBP shall comply with the conflict of interest provisions in 2 CFR 200.317 and 200.318. In all cases not governed by 2 CFR 200.317 and 200.318, SBP shall comply with the conflict of interest provisions in 24 CFR 570.611.

3. Lobbying Certification

SBP hereby certifies that:

(i) No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;

(ii) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;

(iii) It shall require that the language of paragraph (a) through (d) of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly; and

(iv) This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is required by section 1352, title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Q. Religious Activities

SBP agrees that funds provided under this agreement shall not be utilized for inherently religious activities prohibited by 24 CFR 570.200(j), such as worship, religious instruction, or proselytization.

R. Environmental Conditions

1. Prohibition on Choice Limiting Activities Prior to Environmental Review

SBP must comply with the limitations in 24 CFR 58.22 even though SBP is not delegated the requirement under Section 104(g) of the HCD Act for environmental review, decision-making, and action (see 24 CFR part 58) and is not delegated the City's responsibilities for initiating the review process under the provisions of 24 CFR Part 52. 24 CFR 58.22 imposes limitations on activities pending clearance, and specifically limits commitments of HUD funds or non-HUD funds by any participant in the development process before completion of the environmental review. A violation of this requirement may result in a prohibition on the use of Federal funds for the activity.

2. Air and Water

SBP shall comply with the following requirements insofar as they apply to the performance of this agreement:

- Air quality. (1) The Clean Air Act (42 U.S.C. 7401 et. seq.) as amended; particularly section 176(c) and (d) (42 U.S.C. 7506(c) and (d)); and (2) Determining Conformity of Federal Actions to State or Federal Implementation Plans (Environmental Protection Agency—40 CFR parts 6, 51, and 93).
- Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251, et seq., as amended, including the requirements specified in Section 114 and Section 308 of the Federal Water Pollution Control Act, as amended, and all regulations and guidelines issued thereunder;

3. Flood Disaster Protection

SBP shall comply with the mandatory flood insurance purchase requirements of Section 102 of the Flood Disaster Protection Act of 1973, as amended by the National Flood Insurance Reform Act of 1994, 42 USC 4012a. Additionally, SBP shall comply with Section 582 of the National Flood Insurance Reform Act of 1994, as amended, (42 U.S.C. 5154a), which includes a prohibition on the provision of flood disaster assistance, including loan assistance, to a person for repair, replacement, or restoration for damage to any personal, residential, or commercial property if that person at any time has received Federal flood disaster assistance that was conditioned on the person first having obtained flood insurance under applicable Federal law and the person has subsequently failed to obtain and maintain flood insurance as required under applicable Federal law on such property. Section 582 also includes a responsibility to notify property owners of their responsibility to notify transferees about mandatory flood purchase requirements. More information about these requirements is available in the Federal Register notices governing the CDBG-DR award.

4. Lead-Based Paint

SBP shall comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821-4846), the Residential Lead-Based Paint Hazard Reduction Act of 1992 (42 U.S.C. 4851-4856), and implementing regulations at 24 CFR part 35, subparts A, B, J, K, and R, which apply to activities under this agreement including the HUD Lead Safe Housing Rule, 24 CFR 35, subparts B through R.

5. Historic Preservation

SBP shall comply with the City of Columbia Designated Historic Districts and Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended, codified in title 54 of the United States Code, and the procedures set forth in 36 CFR part 800 insofar as they apply to the performance of this agreement.

In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty years old or older or that are included on a Federal, state, or local historic property list.

X. OTHER REQUIREMENTS IMPOSED BY CITY

A. Hold Harmless

SBP, to the extent permitted by law, shall hold harmless, defend and indemnify the Grantee from any and all claims, actions, suits, charges and judgments whatsoever that arise out of SBP's performance or nonperformance of the services or subject matter called for in this Agreement. Any contract entered into by SBP under this Agreement shall contain a provision that the contractor and/or subcontractor shall hold SBP and the Grantee harmless and defend and indemnify SBP and the Grantee from any and all claims, actions, suits, charges and judgments whatsoever that arise out of the contractor and/or subcontractor's performance or nonperformance of the services.

B. Workers' Compensation

SBP shall provide Workers' Compensation Insurance coverage for all of its employees involved in the performance of this contract.

C. Insurance

SBP shall carry sufficient insurance coverage to protect contract assets from loss due to theft, fraud and/or undue physical damage. SBP shall comply with insurance requirements of 2 CFR 200.325 and the bonding requirement at 2 CFR 200.310.

D. Grantor Recognition

SBP shall insure recognition of the role of the grantor agency and of the U.S Department of Housing and Urban Development in providing services through this contract. All activities, facilities and items utilized pursuant to this contract shall be prominently labeled as to funding source. In addition, SBP will include reference to the support provided herein in all publications made possible with funds available under this contract.

E. Severability

The terms and provisions of this Agreement are severable. Unless the primary purpose of this Agreement would be frustrated, the invalidity or unenforceability of any term or condition of this Agreement shall not affect the validity or enforceability of any other term or provision of this agreement. The Parties intend and request that any judicial or administrative authority that may deem any provision invalid, reform the provision, if possible, consistent with the intent and purposes of this Agreement, and if such a provision

cannot be reformed, enforce this Agreement as set forth herein in the absence of such provision.

F. Entire Agreement

This Agreement constitutes the entire understanding and reflects the entirety of the undertaking between the Parties with respect to the subject matter hereof superseding all negotiations, prior discussions, and preliminary agreements. There is no representation of warranty of any kind made in connection with the transactions contemplated hereby that is not expressly contained in this Agreement.

G. No Authorship Presumptions

Each of the Parties has had an opportunity to negotiate the language of this Agreement in consultation with legal counsel prior to its execution. No presumption shall arise, or adverse inference be drawn by virtue of authorship. Each Party hereby waives the benefit of any rule of law that might otherwise be applicable in connection with the interpretation of this Agreement, including but not limited to any rule of law to the effect that any provision of this Agreement shall be interpreted or construed against the Party who (or whose counsel) drafted that provision. The rule of no authorship presumption set forth in this paragraph is equally applicable to any person that becomes a Party by reason of assignment and/or assumption of this Agreement and any successor to a signatory Party.

H. Applicable Law and Venue

This Agreement shall be governed by and construed in accordance with all applicable Federal, State and local laws. Any legal action resulting from the implementation of this Agreement shall be brought and adjudicated in the State of South Carolina.

I. No Personal Liability of Individual Representatives

No covenant or agreement contained in this Agreement shall be deemed to be the covenant or agreement of any official, trustee, officer, agent, or employee of any corporate party in his or her individual capacity, and neither the officers of any Party nor any official executing this Agreement shall be personally liable with respect to this Agreement or be subject to any personal liability or accountability under this Agreement by reason of the execution a delivery of this Agreement.

J. Delay or Omission

No delay or omission in the exercise or enforcement of any right or remedy accruing to a Party under this Agreement shall impair such right or remedy or be construed as a waiver of any breach theretofore or thereafter occurring. The waiver of any condition of the breach of any term, covenant, or condition herein or therein contained shall not be deemed to be a waiver of any other condition or of any subsequent breach of the same or any other term covenant or condition herein or therein contained.

K. Safety

SBP shall exercise proper precaution at all times for the protection of persons and property and shall be responsible for all property or damages, either on or off the worksite which occur as a result of its performance of the Program's work. The safety provisions of applicable laws and building and construction codes, in addition to specific safety and health regulations described by 29 CFR 1926 (OSHA Laws & Regulations), shall be observed and Subrecipient shall take or cause to be taken such additional safety and health measures as the Subrecipient may determine to be reasonably necessary.

L. Grant Fund Use

SBP agrees not to use proceeds from this Agreement to urge any elector to vote for or against any candidate or proposition on an election ballot nor shall such grant Funds be used to lobby for or against any proposition or matter having the effect of law being considered by the South Carolina Legislature or any local governing authority. This provision shall not prevent the normal dissemination of factual information relative to a proposition on any election ballot or a proposition or matter having the effect of law being considered by the South Carolina Legislature or any local governing authority.

M. Subcontractors

SBP may enter into contracts with third parties for the performance of any part of SBPs duties and responsibilities. In no event shall the existence of a contract operate to release or reduce the liability of SBP or the Grantee for any reach in the performance of SBP or any third party's duties.

N. Copyright

The ownership rights of any materials, including but not limited to reports, maps or documents produced as a result of this Agreement, in whole or in part shall be retained by the Party that created it, except as otherwise provided for in writing agreed to by the Parties. A Party seeking to use the intellectual property of the other, may request a license for the use of said property, which will not be unreasonably denied.

Software and other materials owned by SBP prior to the date of this Agreement and not related to this Agreement shall be and remain the property of SBP.

Grantee shall where necessary, provide specific Project information to SBP necessary to complete the services described herein. All records, reports documents, and other material delivered or transmitted to SBP by the Grantee shall remain the property of the Grantee and shall be returned by SBP to the Grantee, upon request, at termination expiration, or suspension of this Agreement.

[Remainder of page left blank.]

THE UNDERSIGNED, as authorized officials on behalf of the parties, have executed this Subrecipient Agreement for the Community Development Block Grant Disaster Recovery (CDBG-DR) Program as described in Federal Award Notice B-16-MH-45-001, which shall be effective as of the date of execution hereof on behalf of the Grantee.

GRANTEE:

By: _____
(signature)

Name: Teresa Wilson

Title: City Manager

Date: _____

SUBRECIPIENT SBP

By: _____
(signature)

Name: _____

Title: _____

Date: _____

APPROVED AS TO FORM



Legal Department City of Columbia, SC

Approved: 11/9/2020

RESOLUTION NO.: R-2020-090

Authorizing the City Manager to execute an Assignment of Contract of Sale and Purchase of Real Estate between the City of Columbia and Executive Management & Leasing, Inc. for the purchase of 1127 Washington Street, Richland County TMS #09013-04-08

BE IT RESOLVED by the Mayor and City Council this ____ day of _____, 2020, that the City Manager is hereby authorized to execute the attached Assignment of Contract of Sale and Purchase of Real Estate and any documents necessary and approved by the City Attorney, between the City of Columbia and Executive Management & Leasing, Inc., to consummate the purchase of 1127 Washington Street, Richland County TMS #09013-04-08 for Five Hundred Thousand and No/100 (\$500,000.00) Dollars.

(Funding Source: Water and Sewer Fund and General Fund)

Requested by:

City Manager _____

Mayor _____

Approved by:

City Manager _____

ATTEST:

Approved as to form:

Deputy City Attorney _____

City Clerk _____

Introduced:

Final Reading:

ASSIGNMENT

THIS ASSIGNMENT ("Assignment") is made effective as of the 12th day of October, 2020 by EXECUTIVE MANAGEMENT & LEASING, INC., a South Carolina corporation ("Assignor") to CITY OF COLUMBIA, SOUTH CAROLINA ("Assignee").

WHEREAS, Assignor made and entered into that certain Contract for Sale and Purchase of Real Estate dated as of October 12, 2020, by and between Assignor and The Most Worshipful Prince Hall Grand Lodge of Free and Accepted Masons of the State of South Carolina (the "Contract"); and

WHEREAS, Assignor desires and Assignee has requested that Assignor assign its rights and responsibilities under the Contract to Assignee, contingent upon and subject to the approval of the City Council of Columbia, South Carolina, within sixty (60) days.

NOW, THEREFORE, for and in consideration of the sum of Ten and no/100 (\$10.00) Dollars paid to the Assignor and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, effective as of the date of this Assignment, subject to the contingency set forth herein below, the Assignor does hereby assign, set over, sell and transfer all of its right, title and interest in and to the Contract to the Assignee, and the Assignee does hereby accept such assignment and assumes all rights and responsibilities of the Assignor under the Contract. Notwithstanding anything to the contrary set forth in this Assignment, this Assignment is expressly contingent upon and subject to the approval of the City Council of Columbia, South Carolina, within sixty (60) days after the date of this Assignment; if such approval is not timely obtained, this Assignment shall automatically become null and void and of no force or effect.

IN WITNESS WHEREOF, the Assignor and Assignee have executed this Assignment effective as of the date first above written.

WITNESSES:

ASSIGNOR:

EXECUTIVE MANAGEMENT & LEASING, INC.,
a South Carolina corporation

By: _____
Name: _____
Title: _____
Date: _____

ASSIGNEE:

CITY OF COLUMBIA, SOUTH CAROLINA

By: _____
Name: _____
Title: _____
Date: _____

APPROVED AS TO FORM

Legal Department City of Columbia, SC

CONTRACT FOR SALE AND PURCHASE OF REAL ESTATE

THIS CONTRACT FOR SALE AND PURCHASE OF REAL ESTATE (the "Contract") is made and entered into as of the 12th day of October, 2020, by and between **EXECUTIVE MANAGEMENT & LEASING, INC.**, a South Carolina corporation, or its assigns (hereinafter referred to as "**Purchaser**") and **THE MOST WORSHIPFUL PRINCE HALL GRAND LODGE OF FREE AND ACCEPTED MASONS OF THE STATE OF SOUTH CAROLINA**, a South Carolina nonprofit corporation (hereinafter referred to as "**Seller**"). The "Effective Date" of this Contract shall be the date on which the last party signs this Contract.

WITNESSETH:

THAT FOR and in consideration of the mutual covenants, agreements and undertakings herein set forth, and other valuable considerations, the receipt and sufficiency of which are hereby acknowledged, Seller agrees to sell and convey to Purchaser and Purchaser agrees to purchase from Seller the real property described in Paragraph 1 below on the terms and conditions hereinafter set forth:

1. **Description of Property.** The real property which is subject to this Contract consists of all that certain piece, parcel, or lot of land, and the improvements thereon located at 1127 Washington Street, Columbia, SC 29201 and identified as Richland County Tax Map Number R09013-04-08, together with all of Seller's right, title and interest in and to the 10' alleyway located along the eastern boundary of the above described parcel (hereinafter referred to as the "**Property**"). The Property is described in more detail on **Exhibit "A"** which is attached hereto and incorporated herein by reference.

2. **Purchase Price.** The purchase price for the Property shall be \$500,000.00 (the "**Purchase Price**") and shall be paid by the Purchaser as follows:

(a) The sum of \$5,000.00 (the "**Earnest Money**") shall be deposited with Burr & Forman, LLP ("**Agent**") upon the execution hereof.

(b) The balance of the Purchase Price shall be delivered in immediately available funds at Closing (as defined below).

3. **Closing.** The "**Closing**" of the transaction herein provided shall be held not later than thirty (30) days after the expiration of the Inspection Period (as defined herein) at the offices of Purchaser's counsel.

4. **Purchaser's Rights Prior to Closing - Inspection Period.**

(a) For a period not to exceed Sixty (60) days from the Effective Date (such period being herein referred to as the "**Inspection Period**"), the Purchaser, its authorized agents and employees, as well as others authorized by the Purchaser, shall have full and complete access to the Property and shall be entitled to enter upon the Property and make such surveying, architectural,

engineering, topographical, geological, soil, subsurface, environmental, water drainage, and other investigations, inspections, evaluations, studies, tests and measurements (collectively, the "**Investigations**") as the Purchaser deems reasonably necessary or advisable in order to determine if the Property is acceptable to Purchaser, so long as same do not result in any material adverse change to the physical characteristics of the Property. To the extent permitted by law, Purchaser agrees to indemnify and hold Seller harmless from and against any and all claims, costs, expenses and liabilities including reasonable attorneys' fees arising out of or by reason of the Investigations. Purchaser shall restore any disturbance of the Property caused by the Investigations into the same condition that existed prior to the Effective Date in the event Purchaser fails to close, or terminates this Contract.

(b) At any time prior to the expiration of the Inspection Period the Purchaser shall have the right to terminate this Contract if the Purchaser, in Purchaser's sole discretion, determines that the Property is not suitable for Purchaser's intended purposes. If the Purchaser elects to terminate pursuant to this paragraph, it shall give written notice of such termination to the Seller and to the Agent prior to the expiration of the Inspection Period. Upon such termination, the Agent shall return the Earnest Money to the Purchaser, and neither party shall have any further rights or obligations hereunder except for any obligations of the Purchaser under (a) above.

5. **Title.** The Purchaser's obligations hereunder shall be conditioned upon the Seller's delivery of a good marketable and insurable fee simple title to the Property (at standard rates), by limited warranty deed, free and clear of all liens, encumbrances and conditions which in the opinion of the Purchaser would adversely affect the use and marketability of the Property.

6. **Title Examination.** Prior to the end of the Inspection Period Purchaser shall deliver to Seller a written statement of objections, if any, to Seller's title to the Property (the "Title Objections") and Seller shall have (10) days after receipt of the Title Objections in which to cure or remove the same, time being of the essence. Seller hereby covenants and agrees to use Seller's best efforts to cure or remove said objections within said period. In the event Seller fails or refuses to cure or remove said objections within said period (or within such longer period as may be approved by Purchaser in writing), then, Purchase may either (i) waive all or any of the Title Objections and close the transaction with no reduction in the Purchase Price, in which event the uncorrected and unremoved Title Objections shall be deemed waived by Purchaser and shall thereafter be permitted exceptions to title under this Contract; or (ii) terminate this Contract by notice of the same delivered to Seller at or before Closing, shall terminate and be of no further force and effect. In such event, the Earnest Money shall immediately then be returned to Purchaser and no party hereto shall have any further rights, liabilities or obligations hereunder.

7. **Seller's Representations and Warranties.** Seller makes the following representations and warranties to Purchaser, each of which shall be true and complete as of the date of this Contract and as of the date of Closing:

(a) The Seller is a not for profit corporation organized and in good standing under the laws of the State of South Carolina.

(b) The Seller has full power and authority to enter into this Contract and to perform all its obligations hereunder; the execution and delivery of this Contract and the performance by Seller of its obligations hereunder have been duly authorized by such action as may be required, and no further action or approval is required in order to constitute this Contract as a binding and enforceable obligation of Seller.

(c) Seller has received no written notice, and to Seller's actual knowledge, there is no action, suit or proceeding, pending or threatened against or materially affecting the Property or any portion thereof or relating to or arising out of the ownership of the Property, in any court or before or by any federal, state, county or municipal department, commission, board, bureau or agency or other governmental instrumentality.

(d) Seller is the sole owner of the Property and has good and marketable title thereto and the sole authority to convey the Property.

(e) To Seller's actual knowledge, there are no tenants or parties with any right to possess all or any portion of the Property, except pursuant to that certain Ground Lease dated April 19, 1973, between the Seller as lessor and M S Investments, a South Carolina partnership, as lessee, recorded in Book D318 at Page 353 in the Richland County Register of Deeds Office, as subsequently assigned ("Ground Lease").

(f) To Seller's actual knowledge, no person or entity has any right or option to acquire the Property or any portion thereof except as provided in the Ground Lease.

(g) Seller has received no written notice from any governmental agency having jurisdiction and Seller is not aware that the Property is affected by the presence and/or harmful effects of any asbestos, toxic, or hazardous substances as defined by applicable federal, state, or local laws affecting the Property. Seller has no actual knowledge of any underground storage tanks currently located at the Property or being located at the Property in the past.

(h) The "knowledge" of seller shall be limited to the actual knowledge of Edward Spencer Scott, in his capacity as the Most Worship Grand Master of Prince Hall Grand Lodge of South Carolina, without requirement of his investigation or inquiry.

Except as set forth in the Seller's representations and warranties above and in the title representations and warranties to be set forth in the Deed (as hereinafter defined), the Property is being sold "AS IS"/"WHERE IS".

8. Default and Remedies. In the event that the terms and conditions of this Contract have been satisfied and Purchaser does not purchase the Property in accordance with the requirements of this Contract within the time limits herein set forth, Seller, as Seller's sole and exclusive remedy, may declare this Contract cancelled in which event the Earnest Money shall be paid to the Seller as full liquidated damages and not as a penalty, it being agreed that the Seller's damages would be difficult or impossible to ascertain. In the event of Seller's breach of any of its obligations hereunder, Purchaser shall have the following rights and options as Purchaser's sole

and exclusive remedies to either: (a) immediately terminate this Contract upon written notice to the Seller and receive back the full amount of the Earnest Money and upon return of same the parties hereto shall have no further rights and obligations or liabilities to each other hereunder or (b) demand and compel by an action for specific performance or similar legal proceedings, if necessary, for the immediate conveyance of the Property by Seller in compliance with the terms and conditions of this Contract, and to recover all costs and expenses, including reasonable attorneys fees incurred by Purchaser in such action.

9. **Closing Costs.** It is the intent of the parties hereto that the Seller receive a net amount of \$500,000.00 from the closing of the transactions contemplated herein. Therefore, Purchaser and Seller have agreed that Purchaser shall pay the local transfer tax, the deed stamps, the commission to the Brokers, if any, as provided below, the expense of preparation of the deed, the fees of Seller's attorney directly related to the closing of the transactions contemplated in this Contract and ad valorem real property taxes for the year in which the Closing occurs, the aggregate amount of all such costs not to exceed \$10,000. The Purchaser shall pay the premium for the owner's title insurance policy to be issued to the Purchaser, the grantee's cost of recordation of the deed, the costs incurred by the Purchaser in connection with its Investigations of the Property and the fees of Purchaser's attorneys.

10. **[INTENTIONALLY DELETED]**

11. **Delivery of Deed and Application of Earnest Money.**

(a) At Closing, Seller shall deliver to the Purchaser or Closing Attorney (as hereinafter defined) the following with respect to the Property, all in form reasonably satisfactory to Purchaser and Seller:

(i) A limited warranty deed ("Deed"), executed and acknowledged by the applicable Seller as of the Closing date;

(ii) If requested by Purchaser, a quit-claim deed containing a legal description based on the new survey;

(iii) A certificate and affidavit of non-foreign status, executed by Seller as of the Closing date;

(iv) Appropriate resolutions, articles, bylaws and other evidence required by the Purchaser's title company ("Title Company") and Purchaser to evidence the Seller's authority to execute and deliver the deed;

(v) A South Carolina certificate of existence, dated no more than thirty (30) days prior to Closing;

(vi) An executed closing statement in a form reasonably acceptable to Seller and Purchaser;

(vii) An owner's affidavit and a gap indemnity reasonably satisfactory to Title Company and Purchaser;

(viii) 1099-S;

(ix) South Carolina tax withholding affidavit;

(x) South Carolina tax compliance letter, dated no more than thirty (30) days prior to Closing;

(xi) Such affidavits or letters of indemnity as the title insurance company which is to insure the title to the Property shall reasonably require in order to issue, without extra charge, policies of title insurance free of any exceptions for (a) unfiled mechanics', materialmen's or similar liens; (b) to delete any standard title exceptions relating to matters created by Seller between the date of the last title update and the date of Closing; and (c) to delete any standard title exceptions relating to matters not disclosed by the applicable land title records for the Property or the Survey that are known to the Seller and/or that could be learned from inquiry of Seller; and

(xii) A certificate stating that all representations and warranties are true, complete and correct as of the Closing Date; and.

(xiii) All other documents reasonably necessary to effectuate the transaction under the terms of this Contract.

(b) At the Closing, Purchaser shall deliver to Seller or the Closing Attorney, as applicable, the following with respect to the Property:

(i) Purchaser shall have deposited in escrow with the Closing Attorney the Purchase Price by wire transfer (plus or minus the net adjustments computed hereunder).

(ii) An executed closing statement in a form reasonably acceptable to Seller and Purchaser; and

(iii) All other documents reasonably necessary to effectuate the transaction under the terms of this Contract.

(c) Upon receipt of the Purchase Price at the time of Closing and at such time as Purchaser's attorney (the "**Closing Attorney**") is in a position to disburse the same in accordance with the signed closing statement, the Closing Attorney shall be authorized to cause the final title update to be conducted and the Deed and any mortgage recorded, after which all disbursements provided for on the closing statement, including the net proceeds payable to the Seller, shall be

made immediately. The Earnest Money shall be delivered to the Seller and applied against the Purchase Price.

12. **Brokerage.** Seller and Purchaser represent and warrant each to the other that they have not dealt with any brokers in connection with this transaction. To the extent permitted by law, either party guilty of a breach of this representation and warranty shall indemnify the other party for any claims, suits, liabilities, costs, judgments and expenses, including reasonable attorneys' fees for commissions resulting from or arising out of such party's actions in violation of this representation and warranty. These warranties shall survive the Closing.

13. **Notices.** All notices, demands and requests which may be given or which are required to be given by either Party to the other, and any exercise of a right of termination provided by this Contract, shall be in writing and shall be deemed effective when: (i) personally delivered to the intended recipient; or (ii) sent, by certified or registered mail, return receipt requested, addressed to the intended recipient at the address specified below; or (iii) delivered in person to the address set forth below for the Party to whom the notice was given; or (iv) deposited into the custody of a recognized overnight delivery service such as Federal Express or UPS, addressed to such party at the address specified below; or (v) sent by facsimile or email, provided that receipt for such facsimile or email is verified by the sender and followed by a notice sent in accordance with one of the other provisions set forth above. For purposes of this Contract, the addresses of the Parties for all notices are as follows (unless changed by similar notice in writing given by the particular person whose address is to be changed):

If to Purchaser:

Executive Mgmt. + Leasing
1401 Main St STE 670
Columbia, SC 29201

Phone: 803-771-9884
Fax: 803-771-9887
Email: jshaffer@demand1.com

With copy to:

Phone: _____
Fax: _____
Email: _____

If to Seller:

 Phone: _____
 Fax: _____
 Email: _____

With copy to:

Rip Sanders, Esquire
 Bernstein and Bernstein, LLC
 1019 Assembly Street
 Columbia, South Carolina 29201
 Phone: 803-799-7900
 Fax: 803-799-7996
 Email: rip@bblawsc.com

14. **Governing Law.** This Contract shall be governed, interpreted and construed under the laws of the State of South Carolina.

15. **Assignment.** If either party assigns its rights hereunder, it will nevertheless remain primarily liable for the performance of its obligations hereunder.

16. **Time of the Essence.** Time is of the essence in the performance of the terms and conditions of this Contract.

17. **Risk of Loss.** Seller shall bear all risk of loss until the Closing. In the event that prior to the Closing, the improvements are damaged by fire or other casualty of any nature whatsoever, Seller shall promptly give Purchaser written notice thereof.

18. **Entire Agreement.** This Contract constitutes the entire agreement between the parties hereto and it is understood and agreed that all undertakings, negotiations, representations, promises, inducements and agreements heretofore had between these parties are merged herein. This Contract may not be changed orally but only by an agreement in writing signed by both the Purchaser and the Seller. No waiver of any of the provisions to this Contract shall be valid unless in writing and signed by the party against whom it is sought to be enforced. The provisions of this Contract shall inure to the benefit of and shall be binding upon the parties hereto and their respective heirs, successors and assigns.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties hereto have executed this Contract on the dates set forth below.

IN THE PRESENCE OF:

PURCHASER

EXECUTIVE MANAGEMENT & LEASING,
INC. a South Carolina corporation

Janine M. Shaffer
DO Palen

By: DAVID R. LAY
Its: PRESIDENT

Date signed by Purchaser: 10/15, 2020

SELLER

THE MOST WORSHIPFUL PRINCE HALL
GRAND LODGE OF FREE AND ACCEPTED
MASONS OF THE STATE OF SOUTH
CAROLINA, a South Carolina nonprofit
corporation

William Jay Scott
Shirley Mahan

By: E. Spencer Scott
Its: MWGM of PHGLSC

Date signed by Seller: 10/12, 2020

EXHIBIT "A"**LEGAL DESCRIPTION**

All that certain piece, parcel or lot of land with improvements thereon, situate, lying and being in the State of South Carolina, County of Richland, City of Columbia, being near the northwestern intersection of Main Street and Washington Street, and being designated as Parcel 2 shown on plat of survey prepared by B. P. Barber & Associates, Inc., dated May 3, 1976, for MS Investments, and recorded in the Office of the Richland County ROD in Plat Book X, page 9106. Reference to said plat is craved for a fuller description, with all measurements being a little more or less.

RESOLUTION NO.: R-2020-093

Certifying various Buildings as Abandoned Buildings 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 the property located at Bull Street, Richland County TMS # 09113-16-04, 11404-11-04, 11404-12-01, 11501-01-01(portion) and 11501-01-22

WHEREAS, the South Carolina Abandoned Buildings Revitalization Act of 2013 (the "Act") was enacted in Title 12, Chapter 67 of the South Carolina Code of Laws to create an incentive for the rehabilitation, renovation and redevelopment of abandoned buildings located in South Carolina; and,

WHEREAS, the Act provides that restoration of abandoned buildings into productive assets for the communities in which they are located serves a public and corporate purpose and results in job opportunities; and,

WHEREAS, Section 12-67-120 of the Act provides the following definitions (in pertinent part):

(1) "Abandoned Building" means a building or structure, which clearly may be delineated from other buildings or structures, at least sixty-six percent of the space in which has been closed continuously to business or otherwise nonoperational for income producing purposes for a period of at least five years immediately preceding the date on which the taxpayer files a "Notice of Intent to Rehabilitate". For purposes of this item, a building or structure that otherwise qualified as an "abandoned building" may be subdivided into separate units or parcels, which units or parcels may be owned by the same taxpayer or different taxpayers, and each unit or parcel is deemed to be an abandoned building site for purposes of determining whether each subdivided parcel is considered to be abandoned.

(2) "Building Site" means the abandoned building together with the parcel of land upon which it is located and other improvements located on the parcel. However, the area of the building site is limited to the land upon which the abandoned building is located and the land immediately surrounding such building used for parking and other similar purposes directly related to the building's income producing use.

WHEREAS, BullStreet Development, LLC is the developer of (i) real property known as the Bull Street Development located on or around Bull Street in Columbia, South Carolina, which property is further identified in part by Richland County Tax Maps as TMS # 09113-16-04, 11404-11-04, 11404-12-01, 11501-01-01 (portion) and 11501-01-22 (collectively, the "Property"); and,

WHEREAS, this list of Building Sites includes:

- Welding Shop (38)
- Physical Plant Services/Vehicle Operations (39)
- Hall Institute (1)
- Grounds Office (46)
- Blanding (7)
- House #2 (17)
- House #4 (18)
- House #5 (19)
- House #6 (20)
- House #7 (21)

WHEREAS, BullStreet Development, LLC intends to rehabilitate, renovate, or redevelop the building sites as shown in Exhibit A, attached hereto; and,

WHEREAS, the Property is located within the city limits of Columbia, South Carolina; and,

LEGAL DEPARTMENT DRAFT

Attachment: R-2020-093 certify abandoned building sites in Bull Street (6299 : Resolution No.: R-2020-093 certify abandoned building sites in

WHEREAS, the BullStreet Development, LLC has requested that the City certify that the Building Sites are abandoned as defined by Section 12-67-160; NOW THEREFORE,

BE IT RESOLVED by the Mayor and City Council this ____ day of _____, 2020, that the City of Columbia makes the following certifications under the South Carolina Abandoned Buildings Revitalization Act of 2013 (S.C. Code Section 12-67-100, et seq.):

Section 1. The Properties are Abandoned Building Sites as defined in Section 12-67-120(1); and

Section 2. The geographic area of the sites is consistent with Section 12-67-120(2) of the Act.

Section 3. The Building Sites were separate state-owned abandoned building sites the aggregate size of which is greater than fifty thousand square feet as defined in Section 12-67-120(8) of the Act.

BE IT FUTHER RESOLVED that words used in the singular number include the plural, and words used in the plural number include the singular.

Requested by:

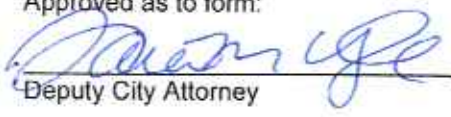
Assistant City Manager Gentry

Mayor

Approved by:

City Manager

Approved as to form:


Deputy City Attorney

ATTEST:

City Clerk

Introduced:

Final Reading:

LEGAL DEPARTMENT DRAFT
Attachment: R-2020-093 certify abandoned building sites in Bull Street (6299 : Resolution No.: R-2020-093 certify abandoned building sites in

EXHIBIT A

FACILITY LEGEND

- 1. HALL INSTITUTE
- 2. SHEAROUSE
- 3. COTTAGE C
- 4. COTTAGE B
- 5. COTTAGE A
- 6. GREENHOUSE - (REMOVED)
- 7. BLANDING
- 8. CLASSROOM #1
- 9. CLASSROOM #2
- 10. WILSON
- 11. LEIBER - (CLOSED)
- 12. BYRNES
- 13. ENSOR - (CLOSED)
- 14. WILLIAMS - (CLOSED)
- 15. CONSUMER REHAB - (CLOSED)
- 16. CHAPEL - (CLOSED)
- 17. HOUSE #2 - (CLOSED)
- 18. HOUSE #4 - (CLOSED)
- 19. HOUSE #5 - (CLOSED)
- 20. HOUSE #6 - (CLOSED)
- 21. HOUSE #7 - (CLOSED)
- 22. CANTEEN - (CLOSED)
- 23. BENET/HORGER - (CLOSED)
- 24. TREZVANT - (CLOSED)
- 25. PEST CONTROL
- 26. BABCOCK - (CLOSED)
- 27. BABCOCK - FEMALE DINING (CLOSED)
- 28. BABCOCK - MALE DINING (CLOSED)
- 29. LABORDE / PUBLIC SAFETY - (CLOSED)
- 30. PARKER ANNEX - (CLOSED)
- 31. STORAGE/CLEAN LINEN - (CLOSED)
- 32. STORAGE/SOILED LINEN-GRNDS STOR(CLOSED)
- 33. ICE CREAM PLANT (CLOSED)
- 34. OLD BAKERY/STORAGE (CLOSED)
- 35. GROUNDS SHED (CLOSED)
- 36. LOCK SHOP (CLOSED)
- 37. MATTRESS SHOP (CLOSED)
- 38. WELDING SHOP
- 39. PHYSICAL PLANT SERV./VEH. OPERATIONS
- 40. ENERGY PLANT
- 41. CAR SHED - (CLOSED)
- 42. SALVAGE SHED
- 43. WAREHOUSE
- 44. FOOD SERVICES - (CLOSED)
- 45. GROUNDS GREENHOUSE
- 46. GROUNDS OFFICE
- 47. SMALL PROJ. SHOP-(GRNDS COLA CAMPUS)
- 48. STORAGE #1 - (CLOSED)
- 49. STORAGE #2 - (CLOSED)
- 50. ADMINISTRATION BUILDING
- 51. PRESTON - (CLOSED)
- 52. COOPER - (CLOSED)
- 53. SAUNDERS - (CLOSED)
- 54. ALLAN - (CLOSED)
- 55. FEWELL
- 56. STONE
- 57. RODDEY
- 58. RODDEY SUPPORT

LEGEND

- FLOOD PLAIN
- BUILDINGS CLOSED
- DMH BUILDINGS ON COLUMBIA CAMPUS
- RESERVED FOR COLUMBIA AREA MHC
- DMH PROPERTY FOR APPRAISAL

Abandoned Building Tax Credit 2020
BullStreet Development, LLC

COLUMBIA CAMPUS
DOWNTOWN COLUMBIA CAMPUS

DMH SOUTH CAROLINA
DEPARTMENT OF
MENTAL HEALTH
PHYSICAL PLANT SERVICES

BUILDING #: -	SHEET 1 OF 1
DATE: AUGUST 3, 1998	DRAWN: PHYS. PLANT



COLUMBIA CAMPUS LOCATION MAP

(SCALE: 1" = 200')

19 JULY 2007 - (UPDATED)
21 MAY 2007 - (UPDATED)
9 NOVEMBER 2006
4 AUGUST 2006
3 MARCH 2004
28 APRIL 2003

2LM-DWNTWN-COLA-CAMPUS_location-map.dwg

Attachment: R-2020-093 certify abandoned building sites in Bull Street (6299 : Resolution No.: R-2020-093 certify abandoned building sites in Bull Street)

RESOLUTION NO.: R-2020-099

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 the property located at 1501 Richland Street, Richland County TMS # R11404-01-16

WHEREAS, the South Carolina Abandoned Buildings Revitalization Act of 2013 (the "Act") was enacted in Title 12, Chapter 67 of the South Carolina Code of Laws to create an incentive for the rehabilitation, renovation and redevelopment of abandoned buildings located in South Carolina; and,

WHEREAS, the Act provides that restoration of abandoned buildings into productive assets for the communities in which they are located serves a public and corporate purpose and results in job opportunities; and,

WHEREAS, Section 12-67-120 of the Act provides the following definitions (in pertinent part):

(1) "Abandoned Building" means a building or structure, which clearly may be delineated from other buildings or structures, at least sixty-six percent of the space in which has been closed continuously to business or otherwise nonoperational for income producing purposes for a period of at least five years immediately preceding the date on which the taxpayer files a "Notice of Intent to Rehabilitate". For purposes of this item, a building or structure that otherwise qualified as an "abandoned building" may be subdivided into separate units or parcels, which units or parcels may be owned by the same taxpayer or different taxpayers, and each unit or parcel is deemed to be an abandoned building site for purposes of determining whether each subdivided parcel is considered to be abandoned.

(2) "Building Site" means the abandoned building together with the parcel of land upon which it is located and other improvements located on the parcel. However, the area of the building site is limited to the land upon which the abandoned building is located and the land immediately surrounding such building used for parking and other similar purposes directly related to the building's income producing use.

WHEREAS, FEMME CAPITAL LLC (the "Owner") is the developer and owner of that certain real property located at 1501 Richland Street, which property is further identified on the Richland County Tax Maps as TMS No. R11404-01-16; and,

WHEREAS, the property is being redeveloped for use as an office and meeting space (referred to as the "Building Site"), and,

WHEREAS, the Property is located within the city limits of Columbia, South Carolina; and,

WHEREAS, the FEMME CAPITAL LLC has requested that the City certify that the Building Sites are abandoned as defined by Section 12-67-160; NOW THEREFORE,

BE IT RESOLVED by the Mayor and City Council this ____ day of _____, 2020, that the City of Columbia makes the following certifications under the South Carolina Abandoned Buildings Revitalization Act of 2013 (S.C. Code Section 12-67-100, et seq.):

Section 1. The Property is an Abandoned Building Site as defined in Section 12-67-120(1); and

Section 2. The geographic area of the site is consistent with Section 12-67-120(2) of the Act.

BE IT FUTHER RESOLVED that words used in the singular number include the plural, and words used in the plural number include the singular.

Requested by:

Assistant City Manager Gentry

Approved by:

City Manager

Approved as to form:

Deputy City Attorney

Introduced:

Final Reading:

Mayor

ATTEST:

City Clerk

Attachment: R-2020-099 certify 1501 Richland as Abandoned Building Site (6301 : Resolution No.: R-2020-099 certify 1501 Richland as

25.a

Attachment: R-2020-099 certify 1501 Richland as Abandoned Building Site (6301 : Resolution No.: R-



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



Packet Pg. 455

RESOLUTION NO.: R-2020-098

Authorizing the City Manager to execute a Memorandum of Understanding between the City of Columbia and the Central Midlands Regional Transit Authority Allocating and Delegating Responsibilities for Bus Stops with the City of Columbia

WHEREAS, The Central Midlands Regional Transit Authority surveyed over 1,200 bus stops in Richland and Lexington Counties, with approximately 500 being located within the limits of the City of Columbia; and,

WHEREAS, there has been no uniform system in place across Richland and Lexington Counties' jurisdictions that guides roles and responsibilities regarding bus stops in terms of maintenance; and,

WHEREAS, the term "bus stops" in this agreement shall include the various poles, signs, or furnishings (such as shelters, benches, lighting, waste receptacles) that are located in the public right of way and used to demarcate stopping points for buses or shuttles along designated routes; and,

WHEREAS, while most bus stops do not currently have a maintenance plan in place, Central Midlands Regional Transit Authority has an agreement in place with Creative Outdoor, or successor, that grants exclusive advertising rights and privileges on certain shelters in exchange for maintenance and revenues; and,

WHEREAS, due to these needs, the City of Columbia and Central Midlands Regional Transit Authority have formed a Memorandum of Understanding, attached hereto, regarding the maintenance of bus stops located within the City of Columbia; NOW, THEREFORE,

BE IT RESOLVED by the Mayor and City Council of the City of Columbia, South Carolina this ___ day of _____, 2020 that the City Manager is hereby authorized to execute the attached Memorandum of Understanding, or on a form approved by the City Attorney, allocating and delegating responsibilities for bus stops located within the City of Columbia to the Central Midlands Regional Transit Authority.

Requested by:

Assistant City Manager Simons

Mayor

Approved by:

City Manager

Approved as to form:

ATTEST:

Senior Assistant City Attorney

City Clerk

Introduced:

Final Reading:

Attachment: R-2020-098 CMRTA Bus Stop Maintenance MOU (6295 : Resolution No.: R-2020-098 CMRTA Bus Stop Management MOU)

MEMORANDUM OF UNDERSTANDING BETWEEN CITY OF COLUMBIA AND CENTRAL MIDLANDS
REGIONAL TRANSIT AUTHORITY ALLOCATING AND DELEGATING RESPONSIBILITIES FOR
BUS STOPS WITHIN THE CITY OF COLUMBIA

This Agreement is made and entered into by and between the CITY OF COLUMBIA (hereinafter "City"), and the CENTRAL MIDLANDS REGIONAL TRANSIT AUTHORITY (hereinafter "The COMET").

RECITALS

WHEREAS, The COMET surveyed over 1,200 bus stops in Richland and Lexington Counties, approximately 500 are located in the CITY; and,

WHEREAS, there has been no uniform system in place across Richland and Lexington Counties jurisdictions that guides roles and responsibilities regarding bus stops in terms of maintenance; and,

WHEREAS, the term "bus stops" in this agreement shall include the various poles, signs, or furnishing (such as shelters, benches, lighting, waste receptacles) that are located in the public Right of Way and used to demarcate stopping points for buses or shuttles along designated routes; and,

WHEREAS, while most bus stops do not currently have a maintenance plan in place The COMET has an agreement in place with Creative Outdoor, or successor, that grants exclusive advertising rights and privileges on certain shelters in exchange for maintenance and revenues; and,

WHEREAS, due to these needs the City and The COMET have formed the following agreement regarding the bus stops in the CITY:

AGREEMENT

1. PROJECT COORDINATION.

A. CITY. The City Support Services Administrator is hereby designated the Project Manager for the City, and said Project Manager or designee shall supervise all aspects of the progress and execution of this Agreement.

B. THE COMET. The Transportation Planner II or designee is hereby designated the Project Manager for The COMET, and said Project Manager shall supervise all aspects of the progress and execution of this Agreement.

2. BUS STOP MAINTENANCE.

The COMET, upon the execution of this agreement, will assume maintenance, repair, and general upkeep responsibility for all bus stops within the City limits that were installed prior to the formation of The COMET (earlier than October 1, 2002.) The City, as the owners of the Right of Way, will provide routine maintenance to the path of travel associated with bus stops including street sweeping, striping, or curb painting, when requested and within a reasonable time frame on City owned streets. The COMET will coordinate with SCDOT for such services on SCDOT owned streets.

3. BUS STOP ENFORCEMENT.

Except as stated in other agreements, local law enforcement agencies shall enforce all state laws, local ordinances, and regulations governing bus stops and use of public right of way.

4. FURTHER AGREEMENT.

The COMET anticipates pursuing one maintenance contract for bus stops and shelters that they will maintain.

5. TERM OF AGREEMENT: TERMINATION.

The term of this Agreement shall be for one (1) year commencing at the time of full execution of this MOU. Within fifteen (15) days after such commencement, City and The COMET shall discuss the actual functions and operations under this Agreement and shall make any modifications they deem necessary and upon which they agree.

At the end of the term, the Agreement shall automatically renew for an additional one (1) year period on each successive January 1st unless one party provides written notice of termination to the other party thirty (30) days prior to the expiration of the current term.

6. NOTICES.

All notices and other communications required or permitted to be given under this Agreement, including any notice of change of address, shall be in writing and given by personal delivery, or deposited with the United States Postal Service, postage prepaid, addressed to the parties intended to be notified. Notice shall be deemed given as of the date of personal delivery, or if mailed, upon the date of deposit with the United States Postal Service. Notice shall be given as follows:

To City: Teresa B. Wilson City Manager Post Office Box 147 Columbia, SC 29217	To The COMET: John C. Andoh, CCTM, CPM Executive Director/CEO Central Midlands Regional Transit Authority (The COMET) 3613 Lucius Road Columbia SC 29201 john.andoh@catchthecomet.org 803.255.7087 803.255.7113 fax
Copy to: Kelvin Keisler Support Services Administrator Support Services Post Office Box 147 Columbia, SC 29217 krkeisler@columbiasc.net (803) 545-3115	

7. INDEMNIFICATION.

To the extent permitted by existing South Carolina law, and with no suggestion as to the enforceability of this provision, The COMET shall indemnify the City and hold harmless the City against all claims, suits, actions, judgments, losses, costs, expenses, including but not limited to attorney's fees, damages, and liability caused by, resulting from, or arising out of the negligent acts (including death), errors, or omissions of The COMET, its officers, agents or representatives. The City shall forward any claims filed against the City arising out of The COMET's performance of the work under this Agreement to The COMET to handle.

The COMET represents that it has, or will secure, at its own expense all personnel required in performing the Services under the Agreement. Such personnel shall not be employees of, or have any contractual relationship with the City. Further, The COMET and its personnel shall not hold themselves out or claim to be agents or employees of the City.

The City represents that it has, or will secure, at its own expense all personnel required in performing the Services under the Agreement. Such personnel shall not be employees of, or have any contractual relationship with The COMET. Further, the City and its personnel shall not hold themselves out or claim to be agents or employees of The COMET.

8. ENTIRE AGREEMENT: AMENDMENTS.

The terms and conditions of this Agreement, all exhibits attached, and all documents expressly incorporated by reference, represent the entire Agreement of the parties with respect to the subject matter of this Agreement. If any conflicts arise between the terms and conditions of this Agreement, and the terms and conditions of the attached exhibits or the documents expressly incorporated by reference, the terms and conditions of this Agreement shall control.

The terms and conditions of this Agreement shall not be altered or modified except by a written amendment to this Agreement signed by the City and The COMET. The City Manager, or designee, is authorized to alter or

modify the terms and conditions on behalf of City as necessary. The Executive Director/CEO, or designee, is authorized to alter or modify the terms and conditions on behalf of The COMET as necessary.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Understanding effective as of the day, month and year of the last signature hereinbelow.

CITY OF COLUMBIA

BY: _____

Its: Teresa B. Wilson
City Manager

Date: _____

WITNESSES:

CENTRAL MIDLANDS TRANSIT AUTHORITY
(THE COMET)

BY: _____

Its: John Andoh
Executive Director/CEO

Date: _____

WITNESSES:

APPROVED AS TO FORM



Legal Department City of Columbia, SC

10/26/2020

RESOLUTION NO.: R-2020-103

*Authorizing the City Manager to execute a Parking Facility Development Agreement
between the City of Columbia and BullStreet Development, LLC*

BE IT RESOLVED by the Mayor and City Council this ____ day of _____,
2020, that the City Manager is hereby authorized to execute the attached Parking Facility
Development Agreement, or in a form to be approved by the City Attorney, between the City of
Columbia and BullStreet Development, LLC, for the terms and conditions therein contained.

Requested by:

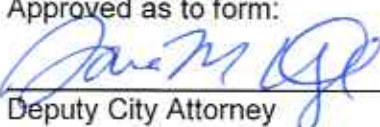
Assistant City Manager Gentry

Mayor

Approved by:

City Manager

Approved as to form:



Deputy City Attorney

ATTEST:

City Clerk

Introduced:

Final Reading:

PARKING FACILITY 1 DEVELOPMENT AGREEMENT

This **Parking Facility 1 Development Agreement** (this "PF-1 Development Agreement") is made and entered into as of the date of the last signature hereinbelow ("Effective Date") by and between the **City of Columbia, South Carolina** (the "City") and **BullStreet Development, LLC** ("Developer") (Developer and the City are occasionally herein referred to individually as a "Party" and collectively as the "Parties").

WHEREAS, the City is a body corporate and politic and a municipal corporation of the State of South Carolina and has the requisite power and authority to enter into and perform its obligations under this PF-1 Development Agreement and;

WHEREAS, Developer is a limited liability company organized under the laws of the State of South Carolina and has the requisite power and authority to enter into and perform its obligations under this PF-1 Development Agreement and;

WHEREAS, the City and Developer (as successor in interest to Hughes Development Corporation) are parties to that certain Development Agreement Bull Street Neighborhood dated July 31, 2013 (as extended, assigned, and amended, the "Bull Street Development Agreement") pursuant to which the parties memorialized their respective contributions and commitments to the phased development and necessary public improvements for the mixed use development on approximately 181 acres located in the City (the "BullStreet Project") and;

WHEREAS, parking is an essential public service provided by the City serving a valid and valuable public purpose and is a benefit to the City and the BullStreet Project which is located in the City and;

WHEREAS, pursuant to the Bull Street Development Agreement, upon the achievement of certain milestones by Developer, the City is obligated to construct or cause to be constructed structured parking facilities designated by Developer as required to achieve the desired urban scale and character of the BullStreet Project which facilities are to include parking garages which shall contain a total of no more than 1,600 parking spaces (with such permissible additional parking facilities as contemplated in the Bull Street Development Agreement) (the "Parking Facilities") and;

WHEREAS, Developer has achieved and surpassed the milestones required by the Bull Street Development Agreement for the construction of the Parking Facilities and;

WHEREAS, the City desires to cause the first of the Parking Facilities together with equipment necessary for the operation thereof which shall contain in the aggregate approximately eight hundred (800) parking spaces ("Project" or "Parking Facility 1") to be constructed in order to fulfill its obligations under the Bull Street Development Agreement and;

WHEREAS, pursuant to the Bull Street Development Agreement, Developer is to convey sufficient real property free of monetary liens and with marketable title, consisting of one or more parcels, to the City (collectively, the "City Parcels") for the City or Developer to construct the Project and;

WHEREAS, pursuant to the Bull Street Development Agreement, Developer has elected for the Project to consist of two multi-story parking facilities (each a "Project Component") that collectively total no less than eight hundred (800) parking spaces; provided that, if the first Project Component will have less than seven hundred (700) parking spaces, the second Project Component will be considered a "First Additional Parking Facility" (as defined in the Bull Street Development Agreement) and;

WHEREAS, pursuant to the Bull Street Development Agreement, the Parties have agreed that the design, construction and development of the Project shall be managed by Developer with related costs reimbursed by the City in fulfillment of the City's obligations under the Bull Street Development Agreement with respect to the first of the Parking Facilities and;

WHEREAS, the Parties now desire to enter into this PF-1 Development Agreement to set forth the Parties' respective rights and obligations with respect to the design, construction and development of the Project and;

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is mutually agreed by and between the Parties as follows:

1. Design Phase.

a. The Parties have agreed on preliminary plans and a firm budget, which budget includes construction costs (including soft costs), real estate-related costs, title insurance, legal expenses, the Developer's fee and other costs to be incurred by the City in connection with the Project and is attached as Exhibit A hereto (the "Budget"). As soon as practical, Developer in collaboration with the City, shall complete and submit to the City's Designee (as defined herein) final plans and specifications for the construction of the Project and acquisition of the necessary equipment for the operation thereof (the "Construction Plans"), within the parameters of the Budget. Notwithstanding anything to the contrary contained herein, the City shall not object to any components of or modifications to the Construction Plans which are necessitated by governmental laws and regulations affecting the Project, the actions of the City, or as a result of a drafting, coordination, mechanical or technical error in the Construction Plans. For purposes of this PF-1 Development Agreement, (1) the "City's Designee" shall mean Gregory Tucker or such other person designated by the City in writing to Developer as the City's representative to receive notices or other information under this PF-1 Development Agreement, and (2) a "Business Day" shall mean a day other than a Saturday, Sunday, holiday or other day on which the City is closed when authorized or permitted by law or ordinance to be closed, upon which City operations are conducted on a regular basis.

Notwithstanding the foregoing, Developer, with the consent of the City and such consent shall not be unreasonably withheld, conditioned or delayed, may modify the Construction Plans to the extent (i) the modification does not increase the allocation of the approved Budget applicable to the City or reduce the number of available parking spaces beyond five (5) and (ii) no substantial change in the exterior architectural appearance of the Project is affected. Any such modifications are herein referred to as a "Permitted Change" and shall be deemed to be part of the approved Construction Plans.

b. All references to the Project shall apply independently to the design and construction of each Project Component. The Parties respective rights and obligations regarding the inspection and operation of the Project as set forth in Sections 4 and 5 shall also apply independently to each Project Component.

2. Conveyance of the City Parcels. Prior to the Commencement Start Date, Developer shall, by limited warranty deed ("Deed"), convey or cause to be conveyed fee simple title to the City Parcels to the City subject only to such easements, liens, encumbrances, restrictions, or other matters as may be set forth in the title insurance policy procured by or for the benefit of the City, including a Building Site Declaration (the "Building Site Declaration") to be recorded prior to the Deed which, in addition to other covenants, conditions, and restrictions, will reserve for Developer the option for an air rights easement or air rights deed sufficient to provide a title insurable and financeable legal structure for development, at the sole expense of the Developer, of the air rights above the City Parcels and the Project (the "Additional Development") together with any easements necessary to provide access and support to such Additional

Development; provided, that the Additional Development shall not reduce the number of parking spaces or in any way impair or prevent the City's operation of the Project (or any portion thereof) for its intended purposes or the tax exempt nature of the Project from *ad valorem* property taxes.

The Parties will use their reasonable good faith efforts to cooperate with one another and provide documents reasonably requested in connection with such structuring and any filings with taxing authorities related thereto. The Parties agree that during or after construction of either Project Component, Developer at its expense may adjust the size or location of the City Parcels (provided, that the City Parcels as modified in size or re-located shall remain sufficient for the construction and operation of the Project as originally intended hereby and satisfy the conditions set forth in the foregoing paragraph) and the Parties will execute, deliver and record such documents or instruments as may be necessary to reflect such adjustments to size or location.

3. Construction of the Project.

a. Within one hundred fifty (150) days of the Effective Date ("Commencement Start Date"), Developer shall commence construction of the first Project Component substantially in accordance with the Budget, the Construction Plans, and applicable laws. Within one hundred twenty (120) days after the start of construction of the first Project Component ("Second Commencement Start Date"), Developer shall commence construction on the second Project Component. Notwithstanding the foregoing, the Commencement Start Date and/or the Second Commencement Start Date will be deferred one (1) day for each day that delivery of permits or approvals required hereunder to Developer is delayed where such delay is not the result of unreasonable actions or inactions of Developer. Developer may contract with a project management company of their choice with the prior written consent of the City's Designee (which shall not be unreasonably withheld, conditioned, or delayed) to perform Developer's obligations under this PF-1 Development Agreement.

b. Developer shall construct on the City Parcels each Project Component and related improvements concurrently, in accordance with the Construction Plans approved by Developer and the City pursuant to Section 1 above. During the construction of the Project, Developer shall be responsible for and shall pay all charges incurred for the connection to and use of any and all utility services at the City Parcels for the Project and for any permits, approvals or consents necessary to construct the Project and other improvements contemplated hereby on the City Parcels. The City shall cooperate in connection with the efforts of Developer to obtain any such permits, approvals or consents.

c. Developer shall make such payments and take such actions as shall be necessary or appropriate to prevent or remove any claims or liens filed by any contractors, subcontractors, agents, employees or other representatives engaged by Developer (the "Developer Representatives"), except for such claims or liens that arise as a result of the City wrongfully not performing its payment obligations under Section 3(d) with respect to the work performed by or services provided by such Developer Representatives, such as, but not limited to, mechanic's lien claims, and reasonable attorney's fees and costs of defending and removing any such claim or lien, whether by bonding, payment or otherwise). Developer shall (i) obtain (and assign to the City to the extent in effect and assignable at Completion (as defined in Section 4(a)) all commercially customary express warranties from such third parties relating to the Project, and (ii) neither waive or disclaim any such express warranties or warranties arising from applicable common law or statutory laws, rules or regulations. The Project includes all improvements located on the City Parcels from time to time including but not limited to all permanent attachments thereto, buildings, excavations, grading, utility installations, foundations, footings, paving, trees, bushes, vines, plantings, machinery, engines, motors, fittings, piping, connections, conduits, ducts, electrical wiring and outlets, equipment of every kind and description now or hereafter used or procured for use in connection with such improvements and all replacements and substitutions for any and all of the foregoing and each Project Component includes such

portions of the foregoing as may be used in connection with such Project Component and all replacements and substitutions thereof.

d. It shall be the duty of Developer to secure from the design professionals, contractors, and any other vendors performing work on the Project invoices for service rendered during the development of each Project Component. Developer shall then submit to the City requests for payment for materials and services which apply to the Project; provided, that the Parties acknowledge that the City may pay directly its advisors, attorneys and other costs it directly incurs (including title insurance premium and real-estate services) in connection with the Project which are included in the Budget, rather than paying Developer for such expenses. To the extent such amounts will reduce the amount available in the Budget to pay for other Project Costs, the City shall first obtain Developer's approval for such costs being paid directly by the City, such approval not to be unreasonably withheld, conditioned or delayed. All requests for payment which Developer submits to the City for design and construction of the Project shall be accompanied by (i) a schedule of values showing that the costs incurred are supported by the Budget, and (ii) original invoices and/or requests for payment submitted by the vendors. The City shall then have twenty (20) days within which to review and submit payment, or in the alternative to submit in writing any objection to all or a portion of the request for payment, or to specify what additional information is needed on particular items in order to make a determination of the cost allocation. If the City makes an objection or request for additional information in lieu of payment, Developer shall have five (5) days from receipt of the City's notice to withdraw any portion of the payment request, modify the payment request, or substantiate the questioned expense(s). Once any questioned expense is reasonably substantiated, the City shall five (5) days within which to submit payment. The aggregate amount of the City's payments to the Developer for each Project Component shall not exceed the City's total payment amount identified in the Budget, plus any additional amounts the City has specifically agreed to pay for changes as provided in Section 3(e) below. Developer agrees that all costs not covered by the Budget shall be paid solely by Developer unless such costs were approved in advance by the City pursuant to this PF-1 Development Agreement or otherwise caused by the City. Notwithstanding the foregoing, Developer will be entitled to apply any previously achieved savings in any completed category of the Budget to pay for any such cost over runs. In addition, Developer may from time to time may reallocate the contingency fund line item in the Budget to pay necessary costs of the Project to the extent not covered by a line item in the Budget.

e. If the parties encounter unexpected circumstances during construction of the Project, they shall confer without delay. Except for Permitted Changes, no material change to plans and specifications for either Project Component or approval of any change order to the primary construction contract may be made unless approved in writing by and through the City's Designee (for purposes of this subsection, email can be written approval). Change directives which Developer makes to the contractors or design professionals regarding the Project are made at Developer's own risk if such instructions are issued without the prior approval of the City. The City shall not give instructions or directives to the contractors or design professionals; the City shall instead submit any proposed instructions or directives to Developer for consideration. Developer will use reasonable efforts to implement any instructions or directives desired by the City, so long as the City pays any additional cost and the work is not delayed. However, this restriction on the City making directives shall not apply to those instructions issued in the administration of state and local laws or in assuring public safety, regardless of expense to Developer or to the City.

4. Inspection.

a. The City shall have the continuing right through completion of each Project Component, as evidenced by the issuance of a certificate of substantial completion by Developer and a certificate of occupancy by the applicable authority or jurisdiction ("Completion"), to enter on and inspect each Project Component for the purpose of verifying, inspecting, investigating, and reviewing the physical condition of such Project Component (an "Inspection" or the "Inspections").

b. Developer shall notify the City's Designee of the anticipated date of completion of each Project Component and delivery thereof to the City at least thirty (30) days in advance of such date. Developer shall provide subsequent written notice to the City confirming the Completion of each Project Component. Within thirty (30) days of Developer's written notice of Completion of each Project Component, the City shall conduct an Inspection of said Project Component in order to identify any defects in construction of said Project Component and the City's Designee shall notify Developer, in writing, within thirty (30) days of Developer's notice of Completion, of its approval or disapproval of said Project Component. If the City disapproves, then the City's Designee's notice of disapproval must describe, with reasonable specificity, the basis for such disapproval, including a list of "Punch-List Items" which detail the construction, mechanical, or electrical adjustments to be completed or repaired in order to bring the construction into conformity with the approved Construction Plans. Notwithstanding the foregoing, provided Developer, in accordance with the disapproval notice from the City, has used commercially reasonable efforts in addressing the City's Punch List Items in order to bring the construction into conformity with the approved Construction Plans, the City may not further disapprove the Project Component, subject to latent defects. If either Party shall continue to dispute a Punch List item or the manner in which the Punch List Item was addressed, such Party shall provide written notice to the other Party and the dispute shall be resolved in the manner set forth in Section 7(b) below.

c. Developer shall reasonably cooperate with the City in connection with the Inspections, including, without limitation, the prompt provision of responses and reasonable documentation to the City so long as such requests would not result in (1) a delay to the commencement of construction of each Project Component, or (2) delay to the Completion of construction of the applicable Project Component if construction has already commenced. The City agrees to conduct all Inspections in a manner that will not cause any lien or claim of lien to exist as against any part of the BullStreet Project and agrees to repair any damage to BullStreet Project to its condition prior to any such Inspections, but only to the extent any such damage was caused by the City or its agents, employees, consultants, contractors or other service providers ("Representatives"). Copies of all final reports, data and studies collected or prepared by third party agents, consultants, contractors or other service providers engaged by the City (the "City Consultants") in connection with any such Inspections shall be promptly provided to Developer by the City at no cost to Developer. To the extent the City engages any City Consultants to perform any Inspections the City shall cause such City Consultants to maintain commercial general liability and property damage insurance in reasonable forms and amounts to insure against all liability of any City Consultants arising out of their entry or inspections pursuant to the provisions hereof. The City shall provide Developer with evidence of all City Consultants' insurance coverage prior to any Inspections or entry by such City Consultants. Developer may also impose upon the City and its Representatives such reasonable rules and regulations as Developer may elect to implement in light of the development and construction activities in progress due to safety issues and concerns or otherwise. The City shall not have the right to conduct any tests on materials or equipment used in the construction of the Project in any manner that could reasonably be expected to damage or injure any component of the Project or delay construction of the Project. Notwithstanding any other provision set forth in this PF-1 Development Agreement, the Inspections shall not include any invasive environmental testing, survey or investigation of the Project or the City Parcels without the prior written approval of Developer (which shall not be unreasonably withheld, conditioned, or delayed).

5. Hazardous Materials.

a. Neither Developer nor any of its officers, directors, employees, representatives, agents, contractors, subcontractors, successors or assigns (collectively, the "Developer Parties") shall use, generate, manufacture, refine, produce, process, store or dispose of any Hazardous Materials (as defined herein) in, on, under or about the City Parcels or the Project (collectively, the "Property") or transport any Hazardous Materials to or from the Property, except for the storage and use of any Hazardous Materials that is consistent with the construction of the Project and only in material compliance with all applicable

Hazardous Materials Laws (as defined herein). If any of the Developer Parties cause (whether by affirmative act or failure to act) any contamination of the Property by Hazardous Materials (collectively, "Responsible Party Contamination"), Developer, at its sole cost and expense, shall promptly and diligently remove such Hazardous Materials from the Property or the water underlying the Property in accordance with applicable Hazardous Materials Laws and industry standards then prevailing in the State. Notwithstanding the foregoing, prior to taking any required remedial action in response to any Responsible Party Contamination in or about the Property, or entering into any settlement agreement, consent, decree or other compromise in respect to any claims relating to any Responsible Party Contamination, Developer shall first notify the City of its intention to do so and afford the City the opportunity to appear, intervene or otherwise appropriately assert and protect its interest with respect thereto.

b. To the extent Developer has knowledge of the following, it shall notify the City in writing of (i) any enforcement, cleanup, removal or other governmental or regulatory action instituted, contemplated or threatened concerning the Property pursuant to any Hazardous Materials Laws; (ii) any claim made or threatened by any Person against the Party or the Property relating to damage contribution, cost recovery, compensation, loss or injury resulting from or claimed to result from any Hazardous Materials on or about the Property; and (iii) any reports made to any environmental agency arising out of or in connection with any Hazardous Materials in or removed from the Property.

c. For purposes of this PF-1 Development Agreement, "Hazardous Materials" means any material, substance or waste that is or has the characteristic of being hazardous, toxic, ignitable, reactive or corrosive, including petroleum, PCBs, asbestos, materials known to cause cancer or reproductive problems and all other materials, substances and/or wastes (including infectious, medical, and potentially infectious biomedical waste), which are or later become regulated by any local governmental authority with jurisdiction over the Property, the State or the United States, including substances defined as "hazardous substances," "hazardous materials," "toxic substances" or "hazardous wastes" in any Hazardous Materials Laws and "Hazardous Materials Laws" means the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. § 9601, et seq.; the Hazardous Materials Transportation Act, 49 U.S.C. § 5101, et seq.; the Resource Conservation and Recovery Act, 42 U.S.C. § 6901, et seq.; all corresponding and related State and local statutes, ordinances and regulations, including any dealing with underground storage tanks; and any other environmental law, regulation, or ordinance (federal, state or local) now existing or later enacted which governs the Property.

6. Insurance; Indemnification.

a. From the Commencement Start Date through the Completion of the Project, Developer shall maintain the following insurance coverages, and the City shall be entitled to receive annually (or reasonably upon written request) a certificate or other evidence of such insurance and not less than thirty (30) days prior written notice of termination or expiration (if not renewed) of such insurance:

- i. Builder's Risk Insurance. "Special Form Cause of Loss" insurance policies insuring the improvements on the City Parcels against, including, but not limited to, fire, wind, rain, flood, earthquake, damage from civil unrest, extended coverage, vandalism, and malicious mischief insurance on the Property and any additions or modifications thereto. Such insurance shall be maintained for the Term and each policy shall be in an amount equal to the full replacement value of the Project.
- ii. Liability Insurance. For the benefit of Developer and the City, occurrence based general liability insurance against loss or losses from liabilities imposed by law or assumed in any written contract and arising from the death or bodily injury of persons or damage to the property of others caused by accident or occurrence (including contractual liability

endorsement), with limits of not less than with limits of not less than \$5,000,000 for a loss arising from a single occurrence and not less than \$10,000,000 in the aggregate per occurrence regardless of the number of claims made, and \$2,000,000 for property damage per occurrence, excluding liability imposed upon Developer by any applicable worker's compensation law.

- iii. Failure to Maintain Insurance. If Developer fails to procure or maintain any insurance required hereunder, the City has the right, but in no event shall be obligated, at the City's election, upon at least ten (10) days prior written notice to Developer, to procure and maintain such insurance on Developer's account and, upon written demand, Developer shall reimburse the City for such cost.

b. Developer shall indemnify the City for any claims made against the City as a result of the construction of the Project during the term of this PF-I Development Agreement, except for claims resulting from the negligence or willful misconduct of the City or its employees or City Consultants.

7. Default.

a. Event of Default; Notice and Cure. The failure of Developer or the City to comply with the terms of this PF-I Development Agreement not cured within sixty (60) days after written notice from the non-defaulting Party to the defaulting Party (as such time period may be extended with regard to non-monetary breaches for a reasonable period of time based on the circumstances, provided such defaulting Party commences to cure such breach within such sixty (60) day period and is proceeding diligently and expeditiously to complete such cure) shall constitute a default, entitling the non-defaulting Party to pursue such remedies provided at law or in equity, including specific performance; provided however no termination of this PF-I Development Agreement may be declared by either Party absent its according the other Party notice and opportunity to cure as set forth above and the Parties engaging in the Dispute Resolution process outlined in 7(b) below. The parties recognize that actions taken by a Party which prevent performance by the other Party in whole or in part, may excuse such non-performance.

b. Dispute Resolution. In the event of a material claim, disagreement, dispute, problem or other matter in controversy hereunder or if a default by either Party has been noticed by the non-defaulting party and remains uncured beyond any applicable cure period prior to either Party bringing or filing any action at law or in equity (hereinafter each shall be referred to individually or collectively as a "Dispute"), which Dispute shall be described in writing by at least one Party (a "Statement of Dispute"), the Parties shall first attempt to resolve the Dispute using a process of informal communication between the City's Designee and the President of Developer. The Parties shall make reasonable, good faith efforts to reach a mutually acceptable resolution of the Dispute within a timely manner using this informal process, but in no event shall this process take more than thirty (30) days from the date the Statement of Dispute is received by all Parties. If the Parties are unable to resolve a Dispute within the thirty (30) days following the date of receipt of a Statement of Dispute, it will be referred to mediation per rules to be established by mutual agreement, or if the Parties are unable to agree upon the rules of mediation, the mediation shall be conducted pursuant to the Commercial Mediation Rules of the American Arbitration Association. If mediation fails, enforcement may be sought by an appropriate action at law or in equity for damages or the specific performance of the covenants, agreements, conditions and obligations contained herein.

c. City Regulatory Oversight. Nothing herein shall be deemed or construed to preclude the City or its designee from issuing stop work orders or voiding permits issued for any Project Component when such construction contravenes the provisions of the zoning regulations or other City or State building codes.

8. **City Authority; Satisfaction of Obligations Under Bull Street Development Agreement; Good Faith Performance.** The City represents to Developer that this PF-1 Development Agreement has been fully authorized and approved by the City Council in accordance with all lawful requirements for approving agreements of this nature and that the City has full power and authority to perform its obligations under, as and when required by this PF-1 Development Agreement. The Parties acknowledge that the Project contemplated under this PF-1 Development Agreement is in partial fulfillment of obligations agreed to by the City in the Bull Street Development Agreement, and therefore the City's obligations thereunder with respect to the construction of the first of the Parking Facilities shall be satisfied by the execution, delivery and performance of this PF-1 Development Agreement. Each Party represents to the other that it will use reasonable efforts and act in good faith in the performance of its obligations under this PF-1 Development Agreement.

9. **Successors and Assigns.** This PF-1 Development Agreement shall be enforceable by any Party, including successors and assigns, in any court of competent jurisdiction located in Richland County, South Carolina. Subject to the Dispute Resolution provisions set forth herein, enforcement may be sought by an appropriate action at law or in equity for damages or the specific performance of the covenants, agreements, conditions and obligations contained herein. The prevailing Party in such action shall have the right to recover reasonable attorney's fees and costs associated with such enforcement.

10. **Modification.** This PF-1 Development Agreement may be modified or amended only by the written agreement of the Parties. No statement, action or agreement hereafter made shall be effective to change, amend, waive, modify, discharge, terminate or effect an abandonment of this PF-1 Development Agreement in whole or in part unless such statement, action or agreement is in writing and signed by the Party against whom such change, amendment, waiver, modification, discharge, termination or abandonment is sought to be enforced.

11. **Notice.** Any notice, demand, request, consent, approval or communication which a Party is required to or may give to the other Party hereunder shall be in writing and shall be delivered or addressed to the other at the address below set forth or to such other address as such Party may from time to time direct by written notice given in the manner herein prescribed, and such notice or communication shall be deemed to have been given or made when communicated by personal delivery or by independent courier service or if by mail on the fifth (5th) business day after the deposit thereof in the United States mail, postage prepaid, registered or certified, addressed as hereinafter provided. Until different addresses are provided, all notices, demands, requests, consents, approvals or communications to the City shall be addressed to the City at

City Manager
P.O. Box 147
Columbia, SC 29217
(Hand Delivery to 1737 Main Street)

With a copy to:
City Attorney
P.O. Box 667
Columbia, SC 29202
(Hand Delivery to 1401 Main St., Suite 1000)

And to Developer:

BullStreet Development, LLC
PO Box 2567
Greenville, SC 29602
Attn: Robert E. Hughes, III
(Hand Delivery to ONE North Main, Suite 902,
Greenville SC 29601)

12. **Construction, Termination.** The Parties agree that each Party and its counsel have reviewed and revised this PF-1 Development Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting Party shall not apply in the interpretation of this PF-1 Development Agreement or any amendments or exhibits hereto. Except as may be expressly set forth herein, upon Completion of the Project this PF-1 Development Agreement shall terminate.

13. **Severability.** The invalidity or unenforceability of any provision of this PF-1 Development Agreement shall not affect the other provisions hereof and this PF-1 Development Agreement shall be construed in all respects as if such invalid and unenforceable provision were omitted.

14. **Governing Law.** This PF-1 Development Agreement shall be governed by the laws of the State of South Carolina, and venue shall be in Richland County.

15. **Counterparts.** This PF-1 Development Agreement may be executed in several counterparts, each of which shall be deemed an original, and such counterparts together shall constitute but one and the same instrument.

16. **Agreement to Cooperate.** In the event of any legal action instituted by a third party or other governmental entity or official challenging the validity of any provision of this PF-1 Development Agreement, the Parties hereby agree to cooperate in defending such action; provided, however, each Party shall retain the right to pursue its own independent legal defense.

17. **No Third-Party Beneficiaries.** The provisions of this PF-1 Development Agreement may be enforced only by the Parties hereto. No other persons shall have any rights hereunder.

18. **No Waiver.** The failure by any Party to exercise any power given to such Party under this PF-1 Development Agreement, or the failure to insist upon strict compliance by the other Party with the terms hereof, shall not be interpreted as a waiver of the right of the objecting Party subsequently to exercise such power or to insist upon the other Party's compliance.

19. **No Partnership; Further Acts.** The Parties hereby acknowledge that it is not their intention to create by this PF-1 Development Agreement a state law partnership, joint venture, tenancy-in-common, joint tenancy or agency relationship for the purpose of developing the Project or the Bull Street Project. The provisions of this Section shall survive expiration of this PF-1 Development Agreement. Each Party agrees to do such things, perform such acts and make, execute, acknowledge, and deliver such documents as may be reasonably necessary and customary to carry out the intent and purposes of this PF-1 Development Agreement, so long as any of the foregoing do not materially increase any Party's obligations hereunder or materially decrease any Party's rights hereunder.

[Signature Page and Exhibit(s) Follow]

The parties have set their hands and seals effective as of the date of the last signature hereinbelow.

CITY OF COLUMBIA, SOUTH CAROLINA

By: _____
Teresa B. Wilson, City Manager

Date: _____

BULLSTREET DEVELOPMENT, LLC

By: _____
Robert E. Hughes III, President

Date: _____

APPROVED AS TO FORM


Legal Department, City of Columbia, SC

EXHIBIT A

BUDGET FOR CITY PARKING GARAGES		
LAND	\$ -	\$1,000,000+ donation
SURVEY	\$ 10,000	
GEO-TECH	\$ -	incl in E/A
DESIGN E/A	\$ 900,000	
GENERAL CONSTRUCTION	\$ 13,250,000	
BOND?	\$ -	
INSURANCE	\$ 25,000	
THIRD PARTY INSPECTIONS	\$ 132,500	
DEVELOPER FEE (incl CM)	\$ 660,000	
REAL ESTATE-RELATED FEES	\$ 22,500	
LEGAL, TITLE & TRANSACTION COSTS	\$ 800,000	
CONTINGENCY	\$ 700,000	
CONSTRUCTION INTEREST	\$ -	
	\$ 16,500,000	

ORDINANCE NO.: 2020-106

(Bull Street Parking Facility 1/Construction and Development)

APPROVING THE USE OF CERTAIN FUNDS OF THE CITY OF COLUMBIA, SOUTH CAROLINA, IN ORDER TO ACQUIRE, CONSTRUCT, EQUIP AND DEVELOP LAND AND IMPROVEMENTS WITHIN THE BULL STREET DEVELOPMENT TO PROVIDE ONE OR MORE PARKING FACILITIES AND PAY CERTAIN COSTS ASSOCIATED WITH THE DEVELOPMENT THEREOF; AND OTHER MATTERS RELATING THERETO

WHEREAS, the City of Columbia, South Carolina (the "City"), is an incorporated municipality located in Richland County and Lexington County, and as such possesses all powers granted to municipalities by the Constitution and general laws of this State; and,

WHEREAS, pursuant to Section 5-5-10, Code of Laws of South Carolina, 1976, as amended (the "SC Code"), the City has selected the City Council-Manager form of government and is governed by a Council (the "City Council") composed of a Mayor and six council members which constitute the governing body of the City; and,

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

WHEREAS, the City and BullStreet Development, LLC, as successor in interest to Hughes Development Corporation (the "Developer"), are parties to that certain Development Agreement Bull Street Neighborhood dated July 31, 2013 (as extended, assigned, and amended, the "Bull Street Development Agreement") pursuant to which the parties memorialized their respective contributions and commitments to the phased development and necessary public improvements for the mixed use development on approximately 181 acres located in the City (the "BullStreet Project"); and,

WHEREAS, parking is an essential public service provided by the City serving a valid and valuable public purpose and is a benefit to the City and the BullStreet Project which is located in the City; and,

WHEREAS, pursuant to the Bull Street Development Agreement, upon the achievement of certain milestones by Developer, the City is obligated to construct or cause to be constructed structured parking facilities designated by Developer as required to achieve the desired urban scale and character of the BullStreet Project which facilities are to include parking garages which shall contain a total of no more than 1,600 parking spaces (with such permissible additional parking facilities as contemplated in the Bull Street Development Agreement) (the "Parking Facilities"); and,

WHEREAS, the Developer has achieved and surpassed the milestones required by the Bull Street Development Agreement for the construction of the Parking Facilities; and,

WHEREAS, the City desires to cause the first of the Parking Facilities together with equipment necessary for the operation thereof which shall contain in the aggregate no less than eight hundred (800) parking spaces ("Project" or "Parking Facility 1") to be constructed in order to fulfill its obligations under the Bull Street Development Agreement; and,

WHEREAS, pursuant to the Bull Street Development Agreement, Developer is to convey sufficient real property free of monetary liens and with marketable title, consisting of one or more parcels, to the City for the Project (collectively, the "City Parcels"); and,

WHEREAS, pursuant to the Bull Street Development Agreement, Developer has advised the City that the Project may consist of two multi-story parking facilities (each a "Project Component") that collectively total at least eight hundred (800) parking spaces; provided that, if the first Project Component will have less than seven hundred (700) parking spaces, the second Project Component will be considered a "First Additional Parking Facility" (as defined in the Bull Street Development Agreement); and,

WHEREAS, each Project Component, including the City Parcels, will be owned by the City and operated by or on behalf of the City and used for public parking by the general public, consistent with the City's other parking facilities that have been traditionally financed or refinanced with parking facilities revenue bonds issued under the General Bond Ordinance No. 2005-119 (or predecessor bond ordinances thereto) enacted by City Council on November 9, 2005, as amended and supplemented (as so amended and supplemented, the "Parking Bond Ordinance"); and,

WHEREAS, based on estimates and other information previously provided by the Developer, the City anticipates that the costs to acquire, construct, equip and develop the Project, including land acquisition costs (if any), will be approximately \$16,500,000 (the "Project Costs"), and that it would be unable to finance such Project Costs with parking facilities revenue bonds issued under the Parking Bond Ordinance (the "Parking Bonds"), unless significant rate increases across the City's parking system were implemented; and,

WHEREAS, because the City is obligated to provide Parking Facilities under the Bull Street Development Agreement and the first of the Project Components is needed within the next 9-12 months to satisfy demand for parking, but the City is presently unable to issue Parking Bonds without implementing significant rate increases across its parking system, it is proposed that the City would initially finance the Project Costs with funds previously contributed by the City into one or more funds or accounts which are presently available to be used to fund future healthcare benefits for City retirees (the "City Funds") to be drawn as described herein, but will repay or replenish the City Funds so drawn from a future issuance of Parking Bonds or available Net Revenues of the Parking Facilities, as such terms are defined in and under the Parking Bond Ordinance; and,

WHEREAS, the City believes that the use of the City Funds for the purposes described above is responsible and prudent for several reasons:

- (1) the City would delay or defer issuing debt and paying associated interest and other financing costs to pay for the Project Costs until the fiscal year ending June 30, 2030 ("Fiscal Year 2030"); and,
- (2) the City would not burden its parking system by incurring additional debt in the short term and/or the City can avoid significant rate increases across its parking system to permit such debt to be issued; and,
- (3) the Project's operations would help the financial condition of the City's parking system without having to pay the debt service cost for debt issued to construct the Project until Fiscal Year 2030; and,
- (4) the City would satisfy its commitment to provide no less than half of the Parking Facilities contemplated under the Bull Street Development Agreement; and,
- (5) the City Funds drawn as described herein will be used to acquire, construct and equip the Project, which are important and much-needed assets to serve a public purpose and are and will remain the property of the City; and,
- (6) when the City Funds drawn as described herein are repaid in Fiscal Year 2030, the City will repay or replenish the City Funds initially drawn including a cumulative rate of return thereof equal to 1.5% per annum, which benefits the City's retirees.

WHEREAS, City Council has authorized and approved, by separate resolution, the execution and delivery by the City of a Parking Facility Development Agreement with the Developer, related to the Project (the "Parking Facility 1 Development Agreement"), pursuant to which the Developer will agree to develop and construct the Project, and the City will agree to fund the Project Costs; and

WHEREAS, in order to ensure the development and utilization of the Project pursuant to the Bull Street Development Agreement and the Parking Facility 1 Development Agreement, and to satisfy the City's commitments thereunder, it is necessary and in the best interests of the City to fund the Project Costs, as herein approved and authorized; and,

WHEREAS, the undertaking authorized by this Ordinance is necessary and in the best interest of the City; NOW, THEREFORE,

BE IT ORDAINED by the Mayor and City Council of the City of Columbia, South Carolina, this ____ day of _____, 2020 as follows:

Section 1. Recitals and Authority for Ordinance. It is hereby declared and found that the recitals of this Ordinance set forth herein are in all material respects true and correct.

Section 2. Approval of Funding and Future Repayment or Replenishment. The City Council does hereby approve funding of the Project Costs, and hereby approves the use, from time to time, of the City Funds for the purposes described in this Ordinance, including but not limited to funding of the Project Costs. The Projects, once completed, shall constitute a part of the Off-Street Parking Facilities as defined in and for the purposes of the Parking Bond Ordinance.

The City shall repay or replenish the City Funds so drawn for the purposes described in this Ordinance during Fiscal Year 2030, from a series of Parking Bonds issued under the Parking Bond Ordinance or available Net Revenues of the Parking Facilities, as such terms are defined in and under the Parking Bond Ordinance, which repaid or replenished amounts shall consist of the amounts initially drawn to fund the Project Costs and shall include a rate of return equal to 1.5% per annum in order to compensate the City Funds so drawn for the use thereof to fund such Project Costs, taking into account such factors as the length of time until such amounts are repaid, lost opportunity costs and other applicable investment earnings; provided, that (1) nothing herein shall bind any future City Council and (2) the City's obligation to repay or replenish the City Funds so drawn as described above shall be limited to the sources described above and nothing herein shall create a general obligation or indebtedness of the City or constitute a pledge of the full faith, credit or taxing power of the City therefor.

Section 3. Official Action. This Ordinance shall constitute the City's declaration of official intent pursuant to Regulation §1.150-2 of the Internal Revenue Code of 1986, as amended (the "Code") to reimburse the City from a portion of the proceeds of the Parking Bonds (if issued as tax-exempt obligations) or other tax-exempt bonds issued by or on behalf of the City, if any, for such purposes (the "Reimbursement Bonds") for expenditures it anticipates incurring (the "Expenditures") with respect to the Project prior to the issuance of the Reimbursement Bonds; provided, however, that nothing herein shall commit the City to issue the Reimbursement Bonds (or any portion thereof) in the future. 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. As described above, the source of funds for the Expenditures with respect to the Project would be the City Funds. 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 4. Authorization. The City Manager, for and on behalf of the City, is fully empowered and authorized to take such further action and to execute and deliver such additional documents as may be necessary to effect the transaction contemplated hereby, and the action of such officer in executing and delivering any necessary documents, in such form as the City Manager shall approve, is hereby fully authorized.

Section 5. Severability. If any section, phrase, sentence, or portion of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions thereof.

Section 6. Effective Date of Ordinance. This Ordinance shall take effect and be in full force from and after the date of its enactment.

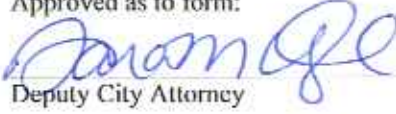
Requested by:

Mayor and City Council _____

Approved by:

City Manager _____

Approved as to form:


Deputy City Attorney _____

Introduced:

Final Reading:

Mayor _____

ATTEST:

City Clerk _____

ORDINANCE NO. 2020-095

AN ORDINANCE PROVIDING FOR AN INSTALLMENT PLAN OF FINANCE FOR CERTAIN DOWNTOWN CITY PROJECTS; APPROVING COLUMBIA FACILITIES CORPORATION AND ITS ACTIVITIES, INCLUDING THE ISSUANCE BY THE CORPORATION OF NOT EXCEEDING \$57,250,000 PRINCIPAL AMOUNT OF ITS INSTALLMENT PURCHASE REVENUE BONDS, IN ONE OR MORE SERIES, TAX-EXEMPT OR TAXABLE; AUTHORIZING THE EXECUTION AND DELIVERY OF A BASE LEASE AND CONVEYANCE AGREEMENT AND AN INSTALLMENT PURCHASE AND USE AGREEMENT EACH BETWEEN THE CITY OF COLUMBIA, SOUTH CAROLINA AND THE CORPORATION; APPROVING THE FORM AND TERMS OF A TRUST AGREEMENT BETWEEN THE CORPORATION AND A CORPORATE TRUSTEE NAMED THEREIN, IN CONNECTION WITH SUCH BONDS; APPROVING THE FORM OF A PRELIMINARY OFFICIAL STATEMENT AND OTHER DOCUMENTS WITH RESPECT TO THE MARKETING AND SALE OF SUCH BONDS; DELEGATING AUTHORITY TO THE MAYOR, THE CITY MANAGER AND THE ASSISTANT CITY MANAGER FOR FINANCE AND ECONOMIC SERVICES, OR ANY TWO OF THEM ACTING TOGETHER, TO APPROVE AND DETERMINE CERTAIN MATTERS; AND OTHER MATTERS RELATING THERETO.

Enacted _____, 2020

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF COLUMBIA, SOUTH CAROLINA, AS FOLLOWS:

Section 1. Definitions. The terms defined in this Section for all purposes of this Ordinance shall have the respective meanings as set forth in this Section. The term:

“2020 Facilities” shall have the meaning ascribed in the Installment Purchase and Use Agreement; provided that such defined term may be updated or modified to reflect the calendar year in which the New Bonds (or any portion thereof) are issued.

“2020 Projects” means the acquisition, improvement, construction, renovation and equipping of certain public facilities, all as described on Exhibit A hereof, as the same may be amended from time to time; provided that such defined term may be updated or modified to reflect the calendar year in which the New Bonds (or any portion thereof) are issued.

“2020 Real Property” means the respective parcels of real property upon which certain improvements (including the Conveyed Improvements and the 2020 Projects), fixtures and personal property are located and comprising a portion of the 2020 Facilities, situated in the City and described in Exhibit A to the Base Lease and Conveyance Agreement, as the same may be amended from time to time; provided that such defined term may be updated or modified to reflect the calendar year in which the New Bonds (or any portion thereof) are issued.

“Ancillary Projects” shall have the meaning ascribed in the Installment Purchase and Use Agreement, and as described on Exhibit A hereof.

“Assignment Agreement” means the Assignment Agreement from the Corporation to the Trustee and one or more supplements thereto, each dated as of a date 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, as amended or supplemented from time to time.

“Authorized Officer” shall have the meaning set forth in Section 4 hereof.

“Base Lease and Conveyance Agreement” means the Base Lease and Conveyance Agreement and one or more supplements thereto, each between the City and the Corporation dated as of a date 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, as amended or supplemented from time to time.

“Bond Insurance Policy” shall mean the municipal bond insurance policy or similar guarantee to be issued by the Bond Insurer, if any, to insure the scheduled payments of the New Bonds.

“Bond Insurer” means the municipal bond insurance company, if any, selected by the Corporation to insure the payment of the New Bonds.

“Bonds to be Refunded” means all or any portion of the \$4,200,000 principal amount Special Obligation Bond (Hospitality Fee Pledge), Taxable Series 2019 (Junior Lien), to be refunded with 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.

“City” means the City of Columbia, South Carolina.

“Code” means the Internal Revenue Code of 1986, as amended from time to time, or any successor internal revenue laws of the United States enacted by the Congress of the United States in replacement thereof. References to the Code and sections of the Code include relevant applicable regulations, temporary regulations and proposed regulations thereunder and any successor provisions to those sections, regulations, temporary regulations or proposed regulations.

“Conveyed Improvements” shall have the meaning set forth in the Installment Purchase and Use Agreement.

“Corporation” means Columbia Facilities Corporation, a South Carolina nonprofit corporation, and its successors and assigns.

“Council” means the City Council of the City.

“Installment Purchase and Use Agreement” means the Installment Purchase and Use Agreement and one or more supplements thereto, each between the City and the Corporation dated as of a date 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, as amended or supplemented from time to time.

“New Bonds” means the not exceeding \$57,250,000 principal amount Columbia Facilities Corporation Installment Purchase Revenue Bonds, in one or more series, tax-exempt or taxable, or such other appropriate designation.

“Ordinance” means this Ordinance No. 2020-095 of the Council.

“Purchase Contract” means the Purchase Contract, if any, relating to the New Bonds between the Underwriter and the Corporation dated as of a date as may be determined by the parties thereto.

“South Carolina Code” means the Code of Laws of South Carolina 1976, as amended.

“Surety Bond” shall mean the municipal debt service reserve surety policy or similar guarantee to be issued by the Bond Insurer, if any, to satisfy the 2020 Reserve Requirement (as defined in the Trust Agreement) for the New Bonds.

“Trust Agreement” means the Trust Agreement and one or more supplements thereto, each between the Corporation and the Trustee dated as of a date as may be determined by the parties thereto pursuant to which the New Bonds will be issued, as amended or supplemented from time to time.

“Trustee” means the bank or 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, and its successors and assigns.

“Underwriter(s)” means such firm or other entity 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 (acting upon the recommendation of the City’s financial advisor), relating to the sale of the New Bonds.

Section 2. Findings and Determinations. The Council hereby finds and determines:

(a) The City is an incorporated municipality located in Richland County and Lexington County, South Carolina, and as such possesses all powers granted to municipalities by the Constitution and laws of this State. Section 5-7-30 of the South Carolina Code provides, in part, that municipalities may enact ordinances, not inconsistent with the Constitution and general law of the State, respecting any subject which appears necessary and proper for the security, general welfare, and convenience of the municipality and for the preservation of the general health, peace, order and good government in the municipality. Further, under the case of Williams v. Town of Hilton Head, 429 S.E.2d 802 (1993), a municipality may enact regulations (ordinances) without the requirement for further specific statutory authorization so long as such regulations are not inconsistent with the Constitution and general law of the State.

(b) Section 5-7-40 of the South Carolina Code empowers all municipalities of the State to own and possess property within and without their corporate limits, real, personal or mixed, without limitation, and may, in the case of a sale, alienation, conveyance, lease or other disposition of real or mixed property, Council action must be effected by ordinance.

(c) In order to undertake the 2020 Projects, to pay a portion of the interest coming due on the New Bonds, and to provide funds to the City to refund the Bonds to be Refunded and undertake the Ancillary Projects, it is proposed that the City authorize an installment plan of finance (the "Installment Plan") for the 2020 Projects and enter into the Base Lease and Conveyance Agreement and the Installment Purchase and Use Agreement under which:

(i) the City will lease the 2020 Real Property and will convey the Conveyed Improvements to the Corporation for the Base Lease Term (as defined in the Base Lease and Conveyance Agreement);

(ii) the Corporation will agree to cause to be issued and sold the New Bonds;

(iii) the Corporation will use the proceeds of the New Bonds for one or more of the following purposes:

- (a) defraying the costs of the 2020 Projects;
- (b) paying a portion of the interest coming due on the New Bonds;
- (c) prepaying the Base Lease Rent (as defined in the Base Lease and Conveyance Agreement) which will be used by the City to refund the Bonds to be Refunded and/or defray the costs of the Ancillary Projects;
- (d) funding the 2020 Reserve Sub-Account, in an amount equal to the 2020 Reserve Requirement (as defined in the Trust Agreement), which may be satisfied through the purchase of the Reserve Surety, if any;
- (e) paying the premiums of the Bond Insurance Policy and/or the Reserve Surety, if any;
- (f) paying certain costs and expenses relating to the issuance of the New Bonds; and
- (g) for such other purposes as are provided in the Installment Purchase and Use Agreement and the Trust Agreement;

(iv) the Corporation will sell the 2020 Facilities to the City and upon payment by the City of Base Payments (as defined in the Installment Purchase and Use Agreement), title to an undivided interest in the 2020 Facilities equal to the percentage of the Purchase Price (as defined in the Installment

Purchase and Use Agreement) represented by such payment will transfer from the Corporation to the City without further action by either party; and

(v) subject to an Event of Nonappropriation (as defined in the Installment Purchase and Use Agreement), the City will pay to the Trustee as assignee of the Corporation or to the Corporation (as applicable), Base Payments and Additional Payments (as defined in the Installment Purchase and Use Agreement) (together, the “Installment Payments”) in such amounts and at such times as will be specified in the Installment Purchase and Use Agreement.

(d) Pursuant to the Trust Agreement and the Assignment Agreement, the Corporation's right to receive the Base Payments and certain other payments as provided in the Trust Agreement and the Installment Purchase and Use Agreement (with certain exceptions as provided therein), and the Corporation's rights in and to the 2020 Facilities, the Installment Purchase and Use Agreement (with certain exceptions as provided therein), the Base Lease and Conveyance Agreement and the property rights evidenced thereby, and certain other Corporation rights will be assigned to the Trustee.

(e) It is anticipated that the portion of the principal and interest on the New Bonds that shall become due for payment but shall be unpaid by reason of nonpayment may be insured by a Bond Insurer selected by the Corporation based upon the advice and recommendation of the City's bond counsel and financial advisor.

(f) The Installment Purchase and Use Agreement and the Trust Agreement will grant certain rights to the Trustee for the benefit of the Bondholders or the Bond Insurer, if any, upon the occurrence of an Event of Default (as defined in such agreements) or an Event of Nonappropriation under the Installment Purchase and Use Agreement, including the right of the Trustee for the benefit of the Bondholders or the Bond Insurer, if any, to propose a division of the 2020 Facilities and the right to direct the Trustee to pursue any remedies granted under such agreements.

(g) The 2020 Projects, the projects originally financed by the Bonds to be Refunded and the Ancillary Projects (collectively, the “Financed Projects”) are necessary and desirable in order for the City carry out its governmental purpose and to provide certain public facilities to and for the benefit and well-being of the citizens of the City. The Council has considered various financing alternatives with regard to the Financed Projects and has concluded that the Installment Plan authorized and approved by this Ordinance is the most efficient and expeditious manner in which to finance and refinance the Financed Projects. Administrative officials of the City in consultation with the City's bond counsel and financial advisor have thoroughly reviewed the Installment Plan, including the usual and customary terms and conditions of the Bond Insurer, if any, and its Bond Insurance Policy and/or Reserve Surety, if any. The Council has been advised that the purchase of the Bond Insurance Policy by the Corporation may result in lower debt service payments on the New Bonds than if bond insurance were not obtained, and the purchase of the Reserve Surety may be beneficial compared to satisfying the 2020 Reserve Requirement, if any, from a portion of the proceeds of the New Bonds. The Council authorizes the Mayor, the City Manager and the Assistant City Manager for Finance and Economic Services, or any two of them acting together, upon the advice of the City's bond counsel and financial advisor, to approve the terms and conditions of the Bond Insurance Policy and/or Reserve Surety which terms and conditions will be set forth in the respective agreements authorized and approved by this Ordinance, if obtaining bond insurance results in significantly lower debt service payments or other such benefits described above are present. In order to finance the cost of the 2020 Projects, to pay a portion of the interest coming due on the New Bonds, and to provide funds to the City to refund the Bonds to be Refunded and undertake the Ancillary Projects, the City has determined to approve the respective agreements described in this Ordinance and to enter into certain of such agreements, if so advised.

(h) It is now in the best interest of the City for the Council to approve the issuance and sale by the Corporation of the New Bonds in the principal amount of not exceeding \$57,250,000. The proceeds of the New Bonds shall be used by the Corporation for any one or more of the following purposes (i) defraying a portion of the costs associated with the acquisition, construction, renovation, improvement and equipping of the 2020 Projects; (ii) paying a portion of the interest coming due on the New Bonds; (iii) making the initial payment to the City of the Base Lease Rent which will be used by the City to refund the Bonds to be Refunded and defray a portion of the costs associated with the acquisition, construction, renovation, improvement and equipping of the Ancillary Projects; (iv) funding the 2020 Reserve Sub-Account in an amount equal to the 2020 Reserve Requirement (as defined in the Trust Agreement), which may be satisfied through the purchase of the Reserve Surety; (v) paying the premiums of the Bond Insurance Policy and/or the Reserve Surety, if any; and (vi) paying certain costs and expenses relating to the issuance of the New Bonds.

Section 3. Approval of Corporation, Issuance of New Bonds and Installment Plan. The City hereby approves the Corporation, its purposes and activities and the issuance and sale by the Corporation of the New Bonds in substantial conformance to the documents described herein, the forms of which are attached as exhibits to this Ordinance.

For the purposes of the financing contemplated by the Installment Purchase and Use Agreement and the Trust Agreement, the Council does hereby approve (i) the City's leasing the 2020 Real Property and conveying the Conveyed Improvements to the Corporation pursuant to the Base Lease and Conveyance Agreement; (ii) the City's purchasing the 2020 Facilities from the Corporation pursuant to the Installment Purchase and Use Agreement; (iii) the Trust Agreement and the Assignment Agreement; (iv) the 2020 Projects and the Ancillary Projects; (v) the refunding of the Bonds to be Refunded; and (vi) the use of the proceeds of the New Bonds to pay a portion of the interest coming due on the New Bonds; to fund the 2020 Reserve Sub-Account in an amount equal to the 2020 Reserve Requirement, which may be satisfied through the purchase of the Reserve Surety, if any; to pay certain costs of issuance of the New Bonds, including the premiums for the Bond Insurance Policy and/or the Reserve Surety, if any; and for the above-described purposes; provided, that the references to "2020" in the definitions and capitalized terms included herein and in the agreements authorized by this Ordinance may be modified to reflect the calendar year in which the New Bonds are issued, if other than 2020.

The City, for the purposes of the financing contemplated by the Base Lease and Conveyance Agreement, the Installment Purchase and Use Agreement and the Trust Agreement, represents that it currently owns or will own prior to the issuance of the New Bonds the 2020 Real Property and all of such 2020 Real Property is or will be located within the geographic boundaries of the City.

Pursuant to the Base Lease and Conveyance Agreement, the City will lease the 2020 Real Property and will convey the Conveyed Improvements to the Corporation for the Base Lease Term. Pursuant to the Installment Purchase and Use Agreement, the Corporation will sell the 2020 Facilities to the City and upon payment by the City of Base Payments, title to an undivided interest in the 2020 Facilities equal to the percentage of the Purchase Price represented by such payment will transfer from the Corporation to the City without further action by either party.

Pursuant to the Trust Agreement, the Corporation's right to receive the Base Payments and rights to receive certain of the Additional Payments, as provided in the Trust Agreement and in the Installment Purchase and Use Agreement (with certain exceptions as provided in the Trust Agreement and the Installment Purchase and Use Agreement), will be assigned to the Trustee. The New Bonds will be authenticated and delivered by the Trustee pursuant to the Trust Agreement.

The net proceeds from the sale of the New Bonds will be disbursed in accordance with the provisions of the Trust Agreement for the purposes set forth in Section 2(h) above.

The City will accept title to the property financed by the New Bonds, including any additions to such property, when the New Bonds are discharged.

Section 4. Approval of the Base Lease and Conveyance Agreement. The form, terms and provisions of the Base Lease and Conveyance Agreement, a copy of which is attached hereto as Exhibit B, be and hereby are approved. The Mayor, the City Manager and the Assistant City Manager for Finance and Economic Services, or any of them acting alone (each, an “Authorized Officer”), be and is hereby authorized, empowered and directed to execute, acknowledge and deliver, and the City Clerk is hereby authorized, empowered and directed to attest the Base Lease and Conveyance Agreement in the name and on behalf of the City, and thereupon to cause the Base Lease and Conveyance Agreement to be delivered to the Corporation and to cause the Base Lease and Conveyance Agreement (or memoranda thereof) to be recorded in the office of the Register of Deeds for Richland County. The Authorized Officers, with advice from the City's attorneys, are each hereby delegated the authority to approve such changes or revisions in the form, terms and provisions of the Base Lease and Conveyance Agreement as may be appropriate for the financing plan contemplated thereby. The execution thereof shall constitute conclusive evidence of approval of any and all changes or revisions therein from the form of Base Lease and Conveyance Agreement now before this meeting. Any amendment to the Base Lease and Conveyance Agreement shall be executed in the same manner.

Section 5. Approval of the Installment Purchase and Use Agreement. The form, terms and provisions of the Installment Purchase and Use Agreement, a copy of which is attached hereto as Exhibit C, be and hereby are approved. Each Authorized Officer is hereby authorized, empowered and directed to execute, acknowledge and deliver, and the City Clerk is hereby authorized, empowered and directed to attest the Installment Purchase and Use Agreement in the name and on behalf of the City, and thereupon to cause the Installment Purchase and Use Agreement to be delivered to the Corporation and to cause the Installment Purchase and Use Agreement (or memoranda thereof) to be recorded in the office of the Registrar of Deeds for Richland County. The Authorized Officers, with advice from the City's attorney, are each delegated the authority to approve such changes or revisions in the form, terms and provisions of the Installment Purchase and Use Agreement as may be appropriate for the financing plan contemplated thereby. The execution thereof shall constitute conclusive evidence of approval of any and all changes or revisions therein from the form of Installment Purchase and Use Agreement now before this meeting. Any amendment to the Installment Purchase and Use Agreement shall be executed in the same manner.

Section 6. Approval of the Trust Agreement. The form, terms and provisions of the Trust Agreement, a copy of which is attached hereto as Exhibit D, are hereby approved. The City does hereby approve and consent to the Trust Agreement with such changes in the form, terms and provisions thereof as the authorized representatives of the Corporation shall approve.

Section 7. Form of Purchase Contract. The form of the Purchase Contract, a copy of which is attached hereto as Exhibit E. Each Authorized Officer is hereby authorized, empowered and directed to execute, acknowledge and deliver the Certificate of the City which is attached as an exhibit to the Purchase Contract in the name of and on behalf of the City. The Authorized Officers, with the advice from the City's bond counsel and financial advisor, are each hereby delegated the authority to select the Underwriter and approve such changes or revisions in the form, terms and provisions of the Certificate of the City as may be appropriate for the financing plan contemplated thereby. The execution thereof shall constitute conclusive evidence of approval of any and all changes or revisions therein from the form of the Certificate of the City now before this meeting.

Section 8. Preliminary Official Statement. The form and content of the Preliminary Official Statement to be dated as determined by the Underwriter, pertaining to the sale of the New Bonds by the Underwriter, and the distribution of the same, is hereby approved in substantially the form attached hereto as Exhibit F, together with such changes, modifications, additions or deletions as may be approved by any Authorized Officer. The Authorized Officers are each hereby authorized to approve the form of the final Official Statement pertaining to the sale of the New Bonds by the Underwriter(s) which may take the form of one or more documents and to execute and deliver the same (including any amendments or supplements thereto), and to deem said Preliminary Official Statement to be “final” as described in SEC Rule 15c2-12(b)(1) for the purposes of such Rule.

Section 9. Trustee, Registrar and Paying Agent. The Council hereby authorizes any Authorized Officer to select the Trustee (including also the capacities of Registrar and Paying Agent) under the terms and conditions provided in the Trust Agreement.

Section 10. Authorization. The Mayor, City Manager, Assistant City Manager for Finance and Economic Services, City Clerk, and City Attorney are fully empowered and authorized to take such further action and to execute and deliver such additional documents as may be necessary to effect the execution and delivery of the Base Lease and Conveyance Agreement, the Installment Purchase and Use Agreement, the Trust Agreement, the Assignment Agreement and the Certificate to the Purchase Contract in accordance with the terms and conditions therein set forth, and the transactions contemplated hereby and thereby. The actions of such officers in executing and delivering any of such documents, in such form as the Mayor, the City Manager and the Assistant City Manager for Finance and Economic Services, or any two of them acting together shall approve, is hereby fully authorized. Each of the Authorized Officers is fully empowered and authorized to enter into any investment agreements, repurchase agreements or forward delivery agreements or other contracts with respect to funds to be deposited in the 2020 Reserve Sub-Account or the Project Fund (as defined in the Trust Agreement). Each of the Authorized Officers is hereby authorized and empowered to execute and deliver any documents necessary for the Corporation to purchase the Bond Insurance Policy and/or the Reserve Surety, if any, from the Bond Insurer, if any, with respect to the New Bonds. The authorization conferred herein shall extend to and include, but not be limited to, the documents and certificates reasonably expected to be necessary for the closing of the financing transaction, including, but not limited to, deeds or other instruments of conveyance, a general certificate of the City, a certificate as to the Official Statement, and any designation of City representatives.

Section 11. Delegation of Authority to Authorized Officers. Notwithstanding any other provisions of this Ordinance, the Authorized Officers are authorized to cooperate with the Corporation in the solicitation from qualified banking institutions and/or proposals to purchase the 2020 Bonds. The authority to approve the placement of the Bonds with a banking institution is hereby delegated to any of the Authorized Officers:

- (a) That such a transaction is in the best interest of the City;
- (b) The terms and conditions of such a transaction are substantially similar to the terms and conditions set forth in this ordinance; and
- (c) Approval of such a transaction is recommended by the City's bond counsel and financial advisor.

Section 12. Federal Tax Covenant; Delegation Regarding Tax Matters; Official Intent. The City hereby covenants and agrees with the Holders of the New Bonds, if any, that are issued as tax-exempt obligations under the Code (collectively, 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 thereof 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 New 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 or on behalf of the City for such purposes (the “Reimbursement Bonds”) for expenditures it anticipates incurring (the “Expenditures”) with respect to the 2020 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 2020 Projects will be the City’s [general 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 13. Severability. If any section, phrase, sentence, or portion of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions thereof.

Section 14. Repeal of Conflicting Ordinances. All orders, resolutions and parts thereof, procedural or otherwise, in conflict herewith or the proceedings authorizing the execution and delivery of any of the agreements approved by this Ordinance are, to the extent of such conflict, hereby repealed.

[Signature Page to follow]

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

CITY OF COLUMBIA, SOUTH CAROLINA

By: _____
Mayor

(SEAL)

ATTEST:

Clerk

Date of First Reading: [], 2020

Date of Second Reading: [], 2020

[Signature page]

EXHIBIT A**Description of 2020 Projects and Ancillary Projects**

2020 Projects – the acquisition, construction, renovation and equipment of the real property and improvements thereon known as 1401 Main Street, in downtown Columbia, consisting of a 13-floor office building consisting of more than 200,000 square feet of usable space, to be used by various departments of the City and/or leased to third-party tenants thereof (“Municipal Complex”), including reimbursement for the costs thereof.

Ancillary Projects – the acquisition, construction, renovation and equipment of various capital improvements and renovations to the City’s public facilities, land acquisition costs, and any costs associated with the acquisition or lease of security cameras or video surveillance services from third parties to the City, including reimbursement for the costs thereof.

EXHIBIT B**Form of Base Lease and Conveyance Agreement**

DRAFT

BASE LEASE AND CONVEYANCE AGREEMENT

between

CITY OF COLUMBIA, SOUTH CAROLINA
as lessor

and

COLUMBIA FACILITIES CORPORATION
as lessee

Dated _____, _____

All rights, title and interest of Columbia Facilities Corporation in this Base Lease and Conveyance Agreement have been assigned to _____, as Trustee (the “Trustee”) under the Trust Agreement dated of even date herewith, and are subject to the security interest of the Trustee.

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BASE LEASE AND CONVEYANCE AGREEMENT

THIS BASE LEASE AND CONVEYANCE AGREEMENT dated _____, _____ (the “Base Lease”) made and entered into by and between City of Columbia, South Carolina, a political subdivision of the State of South Carolina (the “City”), as lessor, and Columbia Facilities Corporation, a nonprofit corporation duly organized under the laws of the State of South Carolina (the “Corporation”), as lessee,

WITNESSETH

WHEREAS, the Corporation is a nonprofit corporation formed under the provisions of Title 33, Chapter 31 of Code of Laws of South Carolina 1976, as amended; and

WHEREAS, the City is a political subdivision of the State of South Carolina (the “State”) and is authorized under the provisions of Section 5-7-30, Code of Laws of South Carolina 1976, as amended (the “Act”), to enter into this Base Lease; and

WHEREAS, the City desires to lease the 2020 Real Property and convey the Conveyed Improvements (as such terms are defined herein) to the Corporation so that the Corporation may provide funds for the acquisition, construction, renovation and equipping of the 2020 Projects (as defined herein) which, together with certain improvements (including the Conveyed Improvements), fixtures and personal property located on the 2020 Real Property, are defined herein as the “2020 Facilities” and are to be sold to the City under the terms of an Installment Purchase and Use Agreement dated of even date herewith (the “Purchase and Use Agreement”) between the Corporation and the City and provide funds to the City in the form of Base Lease Rent to refund the Bonds to be Refunded and to defray the costs of the Ancillary Projects (as such terms are defined in the Purchase and Use Agreement); and

WHEREAS, the payments to be made under the Purchase and Use Agreement and the rights of the Corporation thereto (except for certain reserved rights as provided therein) are to be assigned to _____, as trustee (the “Trustee”) pursuant to the terms of a Trust Agreement dated of even date herewith (the “Trust Agreement”), between the Corporation and the Trustee, in order to secure and provide a source of payment for the Series 2020 Bonds (as described in the Trust Agreement), the proceeds of which are to be used to defray the costs of the 2020 Projects; and

WHEREAS, the City desires to enter into this Base Lease in order to achieve the foregoing purposes;

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements, including the payment of the Base Lease Rent (as hereinafter defined) herein set forth, the City and the Corporation do hereby covenant and agree as follows

ARTICLE I

DEFINITIONS AND RULES OF CONSTRUCTION

SECTION 1.1. Definitions of Words and Terms. Capitalized terms not otherwise defined herein have the meanings set forth in the Trust Agreement or the Purchase and Use Agreement, as the context would allow. In addition, the following terms shall have the meanings set forth below:

“2020 Facilities” has the meaning in the Purchase and Use Agreement.

“2020 Real Property” means the real property described in Exhibit A hereto, as the same may be amended, modified or supplemented from time to time pursuant hereto.

“Act” means Section 4-9-30, Code of Laws of South Carolina 1976, as amended.

“Additional Real Property” means any real property in addition to the 2020 Real Property that is or will become the site of Additional Facilities (as defined in the Trust Agreement) and made subject to this Base Lease.

“Base Lease Rent” means those items referred to as such in Section 3.4 of this Base Lease.

“Base Lease Term” means the term of this Base Lease which ends on the earlier of (i) _____ 1, _____, or (ii) the date on which the Series 2020 Bonds are discharged within the meaning of paragraph (d) under Section 3.18 of the Trust Agreement.

“Base Lease” means this Base Lease and Conveyance Agreement dated of even date herewith, between the City and the Corporation, as the same may be amended, modified or supplemented from time to time.

[“Bond Insurer” means _____ or any successor thereto, as issuer of the Policy.]

“City” means City of Columbia, South Carolina.

“Conveyed Improvements” means those certain improvements presently existing on the 2020 Real Property, as described in Exhibit B hereto, as the same may be amended to include those certain improvements existing on real property (including Additional Real Property) which becomes 2020 Real Property in the future, at the time of such amendment.

“Corporation” means Columbia Facilities Corporation, a nonprofit corporation formed under the laws of the State of South Carolina, and its successors and assigns.

“Corporation Representative” means the person or persons at the time designated to act on behalf of the Corporation in matters relating to this Base Lease, the Purchase and Use Agreement and the Trust Agreement as evidenced by a written certificate furnished to the City and the Trustee containing the specimen signature of such person or persons and signed on behalf of the Corporation by its President or any Vice President. Such certificate may designate an alternate or alternates, each of whom shall be entitled to perform all duties of the Corporation Representative.

“Council” means the City Council of the City of Columbia, South Carolina, as the governing body of the City, and any successor body.

“Counsel” means an attorney duly admitted to practice law before the highest court of any state and, without limitation, may include legal counsel for either the City or the Corporation.

“Event of Default” means (a) with respect to the Purchase and Use Agreement, any Event of Default as defined in Section 8.1 of the Purchase and Use Agreement, and (b) with respect to the Trust Agreement, any Event of Default as defined in Section 7.1 of the Trust Agreement.

“Fiscal Year” means the 12-month period adopted by the City as its fiscal year for financial reporting purposes. Currently, such Fiscal Year for the City begins on July 1 of each year.

“Installment Payments” means those payments required to be made by the City by Sections 4.1, 4.2 and 4.4 of the Purchase and Use Agreement.

“Ordinance” means Ordinance 2020-___ enacted by the Council on _____, authorizing the City’s execution and delivery of this Base Lease and the Purchase and Use Agreement and approval of the Trust Agreement.

[“Policy” means the municipal bond insurance policy issued by the Bond Insurer, relating to the Series 2020 Bonds.]

“Purchase and Use Agreement” shall mean the Installment Purchase and Use Agreement dated of even date herewith between the Corporation and the City, as the same may be amended, modified or supplemented from time to time.

“Series 2020 Bonds” means \$_____ principal amount Columbia Facilities Corporation Installment Purchase Revenue Bonds (City of Columbia Project) Series 2020.

“State” means the State of South Carolina.

“Trust Agreement” means the Trust Agreement dated of even date herewith by and between the Corporation and the Trustee, as the same may be amended, modified or supplemented from time to time.

“Trust Estate” means the Trust Estate described in the Granting Clauses of the Trust Agreement.

“Trustee” means _____, a banking association or corporation organized and existing under the laws of the United States, and its successor or successors and any other trustee which at any time may be substituted in its place pursuant to and at the time serving as trustee under the Trust Agreement.

SECTION 1.2. Rules of Construction. Words of the masculine gender shall be deemed and construed to include correlative words of the feminine and neuter genders. Unless the context shall otherwise indicate, the words importing the singular number shall include the plural and vice versa, and words importing person shall include firms, associations and corporations, including public bodies, as well as natural persons.

The table of contents hereto and the headings and captions herein are not a part of this document.

SECTION 1.3. Accounting Terms. Accounting terms used herein and not otherwise specifically defined shall have the meaning ascribed to such terms by accounting principles generally accepted in the United States as from time to time in effect.

ARTICLE II REPRESENTATIONS

SECTION 2.1. Representations by the City. The City represents, warrants and covenants as follows:

- (a) The City is a political subdivision of the State.
- (b) The conveyance of title to the Conveyed Improvements and the demise and lease of the 2020 Real Property by the City to the Corporation, as provided in this Base Lease, in order to allow the Corporation to pay the Base Lease Rent and to provide for the construction of the 2009 Projects and the Ancillary Projects, and the sale of the 2020 Facilities to the City pursuant to the Purchase and Use Agreement has been undertaken to enable the City to provide or improve suitable public facilities in the City.
- (c) The Council has full power and authority to enact the Ordinance and the City has full power and authority to enter into the transactions contemplated by this Base Lease and to carry out its obligations hereunder.
- (d) Neither the execution and delivery of this Base Lease, nor the fulfillment of or compliance with the terms and conditions hereof, nor the consummation of the transactions contemplated hereby, conflicts with or results in a breach of the terms, conditions or provisions of any restriction or any agreement or instrument to which the City is now a party or by which the City is bound.
- (e) The City has not made, done, executed or suffered, and warrants that it will not make, do, execute or suffer, any act or thing whereby the City's interests in the 2020 Real Property and the 2020 Facilities shall be or may be impaired, changed or encumbered in any manner whatsoever except as permitted by this Base Lease or the Purchase and Use Agreement.
- (f) The City has good, valid and marketable title and is the fee owner of the 2020 Real Property existing on the date hereof. Prior to the conveyance of the Conveyed Improvements to the Corporation pursuant to Section 3.1 hereof, any improvements on the 2020 Real Property existing on the date hereof are free and clear of all liens, encumbrances and restrictions (including, without limitation, leases) other than Permitted Encumbrances.

SECTION 2.2. Representations by the Corporation. The Corporation represents, warrants and covenants as follows:

- (a) The Corporation is a nonprofit corporation duly incorporated under the laws of the State and has corporate power to enter into this Base Lease, the Purchase and Use Agreement and the Trust Agreement. By proper corporate action the officers of the Corporation have been duly authorized to execute and deliver this Base Lease, the Purchase and Use Agreement and the Trust Agreement.
- (b) The execution and delivery of this Base Lease, the Purchase and Use Agreement and the Trust Agreement and the consummation of the transactions herein and therein contemplated will not conflict with or constitute a breach of or default under the Corporation's articles of incorporation or bylaws or any bond, debenture, note or other evidence of indebtedness of the Corporation, or any contract, agreement, or instrument to which the Corporation is a party or by which it is bound.
- (c) To provide funds to defray the cost of the 2009 Projects, to pay the initial payment of the

Base Lease Rent to refund all of the outstanding principal amount of the Bonds to be Refunded and to defray the cost of the Ancillary Projects and to pay certain costs of issuance related to the Series 2020 Bonds, the Corporation has entered into the Trust Agreement simultaneously with the execution hereof, pursuant to which Trust Agreement it is issuing the Series 2020 Bonds payable from and secured by the Installment Payments under the Purchase and Use Agreement.

ARTICLE III LEASE OF THE 2020 REAL PROPERTY AND CONVEYANCE OF IMPROVEMENTS

SECTION 3.1. Transfer of Conveyed Improvements and Lease of the 2020 Real Property.

The City hereby demises and leases to the Corporation and the Corporation hereby leases from the City the 2020 Real Property for a Base Lease term which ends on the expiration of the Base Lease Term for the rentals and other consideration set forth in Section 3.4 hereof and in accordance with the provisions of this Base Lease. The City hereby conveys the Conveyed Improvements to the Corporation and the Corporation hereby accepts such conveyance from the City. The parties hereto agree to amend Exhibit A to this Base Lease, from time to time, to specifically reference any additional 2020 Real Property (including Additional Real Property) owned or acquired by the City which may become subject to this Base Lease, by execution of a Supplement to Base Lease and Conveyance Agreement, in substantially the form of Exhibit C attached hereto.

SECTION 3.2. Purchase of the 2020 Facilities. Pursuant to the terms of the Purchase and Use Agreement, the Corporation will convey title to the 2020 Facilities to the City, but subject to the terms of the Trust Agreement and the reservation of certain rights under this Base Lease.

SECTION 3.3. Assignments, Subleases and Mortgages. Except as contemplated by the Trust Agreement or permitted by the Purchase and Use Agreement, the Corporation may not (a) mortgage or otherwise encumber or assign its rights under this Base Lease, (b) lease, assign, transfer or otherwise dispose of its interest in the 2020 Real Property or the 2020 Facilities or any portion thereof or (c) remove, modify or alter the 2020 Real Property or the 2020 Facilities, without the consent of the City [and the Bond Insurer].

SECTION 3.4. Rent and Other Consideration. As and for rental hereunder and in consideration for the leasing of the 2020 Real Property to the Corporation hereunder, the Corporation agrees (a) to pay to the City (1) from the proceeds of the Series 2009 Bonds an aggregate sum of \$_____ (representing an initial payment of the Base Lease Rent), which the City hereby covenants will be used to refund the Bonds to be Refunded and to defray the cost of acquisition, construction, renovation, improvement and equipping of all or a portion of the Ancillary Projects pursuant to the procedures set forth in Section 5.3(d) of the Trust Agreement, and (2) an annual Base Lease Rent of One Dollar per year and (b) to fulfill its obligations with respect to the 2020 Facilities as provided in the Purchase and Use Agreement.

SECTION 3.5. Taxes and Insurance. The City shall pay and have responsibility for all taxes on and insurance of the 2020 Real Property and the 2020 Facilities. All insurance shall provide that the proceeds shall be payable to the City, the Corporation or the Trustee as their interests may appear.

SECTION 3.6. Granting of Easements, Rights of Way, Releases and Substitutions of Property. From time to time during the term hereof and so long as there is not an existing Event of Default under the Purchase and Use Agreement and there has not occurred an Event of Nonappropriation that has not been waived by the Corporation or the Trustee [(with the prior written consent of the Bond

Insurer, if applicable)], the Corporation, at the request of the City, may execute such instruments as are necessary to provide for the granting of easements or rights of way for road construction, utilities or in such other instances as the City certifies are not inconsistent or incompatible with the continued use of the balance of the 2020 Real Property for their intended purposes. Such instruments may[, provided the Bond Insurer shall consent thereto (which consent shall not be unreasonably withheld),] include a termination of this Base Lease with respect to such portion of the 2020 Real Property as is affected thereby or an acceptance or acknowledgment of the right of the grantee of any such easement or right-of-way to continue to use such property notwithstanding the exercise of any rights or remedies afforded to the Corporation hereunder or under the Purchase and Use Agreement. Any request from the City hereunder shall be accompanied by copies of any instruments proposed to be executed together with a certificate from the City to the effect that (a) the continued use of the 2020 Real Property affected thereby will not be impaired or hampered thereby; (b) access to 2020 Real Property for ingress and egress will be adequate for the purposes for which the 2020 Real Property is intended to be used; and (c) the value of the 2020 Real Property to the City will not be significantly diminished thereby.

The Corporation may also[, with the consent of the Bond Insurer,] terminate this Base Lease with respect to any portion of the 2020 Real Property deemed excess or unneeded for the continued operation of the 2020 Facilities and the related facilities for the purposes for which they were designed or are then being used, and release its interest in such portion to the City, upon receipt by the Corporation of the following: (a) a plat showing the location of the 2020 Facilities and related facilities and the portion of the 2020 Real Property deemed excess or unneeded; (b) an amendment to Exhibit A hereto revising the description of the affected parcel of property; (c) a certificate from an engineer or architect stating that the remaining 2020 Real Property will be adequate for the continued operation of the 2020 Facilities and related facilities for the purpose for which they were designed or are then being used including a certification that there will be adequate access to the remaining 2020 Real Property for ingress and egress; and (d) a certification from the City that the portion of the 2020 Real Property being released from the provisions hereof is excess to or unneeded for the continued operation of the 2020 Facilities and related facilities for the purposes for which they were designed or are then being used.

Notwithstanding the foregoing paragraph, the Corporation may also[, with the consent of the Bond Insurer,] terminate this Base Lease with respect to any portion of the 2020 Real Property and release its interest in such portion to the City, if the remaining 2020 Real Property subject to this Base Lease (and accompanying 2020 Facilities owned or deemed owned by the Corporation pursuant to the Purchase and Use Agreement) have an insured value in excess of 100% of the outstanding principal amount of the Bonds, upon receipt by the Corporation of the following: (a) a plat showing the location of the 2020 Facilities and related facilities and the portion of the 2020 Real Property to be released; (b) an amendment to Exhibit A hereto revising the description of the affected parcel of property; (c) a certificate from an engineer or architect stating that the remaining 2020 Real Property will be adequate for the continued operation of the 2020 Facilities and related facilities for the purpose for which they were designed or are then being used including a certification that there will be adequate access to the remaining 2020 Real Property for ingress and egress; and (d) a certificate from the City (which may be based on information from its insurer) as to the then-current insured values of all of the 2020 Real Property (including the 2020 Real Property to be released) and 2020 Facilities and demonstrating that the insured values of the 2020 Real Property and 2020 Facilities, after termination of such released portion of the 2020 Real Property contemplated hereby, will be in excess of 100% of the outstanding principal amount of the Bonds.

With respect to any particular item of 2020 Real Property, the City may[, with the consent of the Bond Insurer,] substitute another item of 2020 Real Property under the conditions set forth in Section 5.1(c) of the Purchase and Use Agreement. The City shall not be obligated to compensate the

Corporation for the removal of any property or for any conveyance or grant of an easement or right-of-way under the provisions hereof and any consideration paid in connection therewith shall be turned over to the City so long as there is not an existing Event of Default under the Purchase and Use Agreement and no Event of Nonappropriation has occurred that has not been waived by the Trustee. The Corporation shall have no obligation or responsibility to prepare or record any instrument authorized hereunder.

ARTICLE IV TERMINATION

SECTION 4.1. Termination.

(a) This Base Lease shall terminate upon the completion of the Base Lease Term; provided, however, in the event the City exercises the option to purchase the 2020 Facilities as provided in Section 9.1(a) of the Purchase and Use Agreement and satisfies the conditions thereof, then this Base Lease shall be considered terminated through merger of the leasehold interest with the interest of the City and, provided further, that upon any partition of the 2020 Facilities pursuant to Section 2.4 of the Purchase and Use Agreement, this Base Lease shall be terminated with respect to that portion of the 2020 Real Property (the "City Real Property") relating to any City Facilities (as defined in the Purchase and Use Agreement) and the City Real Property shall no longer be subject to this Base Lease and the Corporation shall have no interest therein.

(b) The Corporation agrees, upon any termination or completion of the Base Lease Term or the exercise by the City of its option to purchase as provided in Section 9.1(a) of the Purchase and Use Agreement, to quit and surrender the 2020 Real Property and that all title and interest in the 2020 Facilities and the 2020 Real Property shall vest in the City free and clear of the encumbrance of this Base Lease and any other encumbrances except Permitted Encumbrances. The Corporation agrees, upon any partition of the 2020 Facilities provided for in Section 2.4 of the Purchase and Use Agreement, to quit and surrender the City Real Property and that all title and interest in the City Facilities and the City Real Property shall vest in the City free and clear of the encumbrance of this Base Lease and any other encumbrances except Permitted Encumbrances.

If an Event of Default under the Purchase and Use Agreement occurs or if the City fails to continue the Purchase and Use Agreement for the entire term thereof for any reason, the Corporation shall have the right to possession of the portion of the 2020 Real Property (the "Corporation Real Property") relating to the Corporation Facilities (as defined in the Purchase and Use Agreement) as the result of a partition as provided for in Section 2.4 of the Purchase and Use Agreement for the remainder of the Base Lease Term and shall have the right to sublease the Corporation Facilities or transfer its leasehold interest in the Corporation Real Property and in this Base Lease upon whatever terms and conditions it deems prudent; provided that the Corporation Facilities shall always be operated for a civic or public purpose and in compliance with all applicable governmental rules, regulations and orders. Both parties acknowledge that the City has an insurable interest in the Corporation Facilities but not in any additions, alterations, furnishings and fixtures provided in connection with the use of the Corporation Facilities by the Corporation or any person to whom the Corporation enters into a lease, license or other such agreement providing for occupancy temporary or long-term. Therefore, the City's obligation to provide insurance and pay taxes under the provisions of Section 3.5 hereof shall be limited to the 2020 Real Property and the 2020 Facilities as they existed as of the Partition Date (as defined in the Purchase and Use Agreement) and the Corporation shall provide the City with adequate public liability and comprehensive risk insurance covering any use of the Corporation Facilities, and shall pay all taxes relating to any additions, alterations, furnishings and fixtures located therein for the remainder of the Base Lease Term and will furnish the City with evidence thereof. In the event that the Corporation shall receive

a payment for the transfer of its leasehold interest or total rental payments for subleasing that are, after the payment of the Corporation's expenses in connection therewith, including fees and expenses of the Trustee, in excess of the principal amount of the Outstanding Series 2020 Bonds at the time of termination or default and the interest and premium, if any, due and to become due thereon (with amounts so received to be credited first to such interest and then to principal), then such excess shall be paid to the City by the Corporation, its assigns or its lessee.

SECTION 4.2. Default by the Corporation. The City shall not have the right to exclude the Corporation from the 2020 Real Property or the 2020 Facilities or to take possession of the 2020 Real Property or the 2020 Facilities (except pursuant to the Purchase and Use Agreement) or to terminate this Base Lease prior to the termination of the Base Lease Term notwithstanding any default by the Corporation hereunder; except that if, upon exercise of the option to purchase the Corporation's entire interest in the 2020 Facilities granted to the City in Article IX of the Purchase and Use Agreement and after the payment of the purchase price specified therein and the other sums payable under the Purchase and Use Agreement, the Corporation fails to convey its interest in the 2020 Facilities to the City pursuant to said option, then the City shall have the right to terminate this Base Lease, such termination to be effective 30 days after delivery of written notice of such termination to the Corporation. However, in the event of any default by the Corporation hereunder, the City may maintain an action, if permitted in equity, for specific performance.

SECTION 4.3. Quiet Enjoyment. Subject to the Purchase and Use Agreement, the Corporation at all times during the term of this Base Lease shall peaceably and quietly have and enjoy the 2020 Real Property and the 2020 Facilities.

SECTION 4.4. No Merger. Except as expressly provided herein, no union of the interests of the City and the Corporation herein or in the Purchase and Use Agreement shall result in a merger of this Base Lease and the title to the 2020 Facilities.

SECTION 4.5. Waiver of Personal Liability. All liabilities under this Base Lease on the part of the Corporation are fully corporate liabilities of the Corporation as a corporation, and, to the extent permitted by law, the City hereby releases each and every incorporator, member, director and officer of the Corporation of and from any personal or individual liability under this Base Lease, including without limitation the obligation to make payment of the Base Lease Rent. No incorporator, member, director or officer of the Corporation shall at any time or under any circumstances be individually or personally liable under this Base Lease for anything done or omitted to be done by the Corporation hereunder.

SECTION 4.6. Maintenance of Premises. Subject to the provisions of the Purchase and Use Agreement, the Corporation covenants that it will maintain or cause to be maintained the 2020 Real Property, and will not cause, permit or suffer to be caused or permitted waste thereto. At the conclusion of the term hereof, the 2020 Real Property shall be returned to the City, together with the 2020 Facilities and any other improvements thereto, in substantially the condition thereof as of the date hereof or the date the Additional Real Property is added hereto, subject to normal wear and tear. Except as contemplated under the Purchase and Use Agreement, the Corporation shall not make or consent to any other improvements, modifications or alterations to the 2020 Real Property or the 2020 Facilities or any portion thereof, or remove any part thereof without the written consent of the City. Prior to an Event of Nonappropriation that has not been waived, in the event of any damage, destruction or condemnation of any of the 2020 Real Property, the provisions of Article VII of the Purchase and Use Agreement shall be deemed to apply with respect to the 2020 Real Property in like manner as provided therein with respect to 2020 Facilities, and the net proceeds from any insurance policies, performance bonds or condemnation awards shall be applied in the same manner for the benefit of 2020 Real Property as are Net Proceeds under Section 7.2 of

the Purchase and Use Agreement. After an Event of Nonappropriation that has not been waived, in the event of any damage, destruction or condemnation of any of the 2020 Real Property, the proceeds of any insurance or condemnation awards allocable to the Corporation's interest in the 2020 Real Property shall be applied as directed by the Trustee either in the manner provided in Section 7.2 of the Purchase and Use Agreement or to the retirement of any Series 2020 Bonds and the balance, if any, remaining thereafter to such use as the City may direct.

ARTICLE V CONTROL OF 2020 REAL PROPERTY AND 2020 FACILITIES DURING BASE LEASE TERM

SECTION 5.1. Control of 2020 Real Property and 2020 Facilities During Base Lease Term.

Subject to the Purchase and Use Agreement and Section 4.6 hereof, during the Base Lease Term, the Corporation shall have complete control over the 2020 Real Property and the 2020 Facilities and their operation.

ARTICLE VI MISCELLANEOUS

SECTION 6.1. Civic or Public Purpose. Notwithstanding anything in this Base Lease to the contrary, during the term of this Base Lease, neither the Corporation nor any assignee of the Corporation's interest hereunder nor any sublessee of the Corporation shall operate the 2020 Real Property and the 2020 Facilities for any purpose which is not a civic or public purpose and in compliance with all applicable governmental rules, regulations and orders.

SECTION 6.2. Covenants Running with the 2020 Real Property. All covenants, promises, conditions and obligations herein contained or implied by law are covenants running with the 2020 Real Property and shall attach and bind and inure to the benefit of the City and the Corporation and their respective heirs, legal representatives, successors and assigns, except as otherwise provided herein.

SECTION 6.3. Binding Effect. This Base Lease shall inure to the benefit of and shall be binding upon the City, the Corporation and their respective successors and assigns. [Subject to the provisions of Section 13.1 of the Trust Agreement, the provisions of this Base Lease (a) that require that consultation with the Bond Insurer is, or the consent or approval of the Bond Insurer be obtained as, a pre-condition to another party taking a certain action or (b) which grant special rights, powers or obligations to the Bond Insurer shall be in effect for so long as the Policy is in effect and no Insurer Default (as defined in the Trust Agreement) has occurred and is continuing. The Bond Insurer shall be a third party beneficiary hereof.]

SECTION 6.4. Severability. In the event any provision hereof shall be determined to be invalid or unenforceable, the validity and effect of the other provisions hereof shall not be affected thereby.

SECTION 6.5. Amendment, Changes and Modifications. This Base Lease may not be effectively amended, changed, modified, altered or terminated without the prior written consent, if and to the extent required by Article XI of the Trust Agreement, of the Trustee, other than (a) as provided in Section 3.1 hereof, to reference any additional 2020 Real Property (including Additional Real Property) or (b) as provided in Section 3.6 hereof in connection with the granting of easements, releases, substitutions and additions of property; provided, that the Trustee shall be entitled to rely without independent investigation upon the certificates, opinions and other documents delivered to it pursuant to such sections. [This Base Lease shall not be amended without the prior written consent of the Bond Insurer, if and to the extent

required by the Trust Agreement.]

SECTION 6.6. Execution in Counterparts. This Base Lease may be executed simultaneously in two or more counterparts, each of which shall be deemed to be an original and all of which together shall constitute but one and the same instrument.

SECTION 6.7. Applicable Law. This Base Lease shall be governed by and construed in accordance with the laws of the State.

SECTION 6.8. Captions. The Section and Article headings herein are for convenience only and in no way define, limit or describe the scope or intent of any of the provisions hereof.

SECTION 6.9. Notices. It shall be sufficient service of any notice, request, complaint, demand or other paper required by this Base Lease to be given to or filed with the City, the Corporation[, the Bond Insurer] or the Trustee if the same is given or filed in the manner and at the addresses specified in the Trust Agreement.

SECTION 6.10. Successors and Assigns. All covenants, promises and agreements contained in this Base Lease by or on behalf of or for the benefit of the City or the Corporation, shall bind and inure to the benefit of their respective successors and assigns, whether so expressed or not.

[Signature page follows]

WITNESS the due execution of this Base Lease and Conveyance Agreement effective as of the date first above written.

LESSOR:

(SEAL)

CITY OF COLUMBIA, SOUTH CAROLINA

WITNESSES:

By: _____
Mayor

Attest: _____
Clerk to Council

DRAFT

Attachment: 2020-095 \$57,250,000 Installment Purchase Revenue Bonds (6249 : Ordinance No.: 2020-095 Authorizing 2020 Installment

LESSEE:

COLUMBIA FACILITIES CORPORATION

(SEAL)

WITNESSES:

By: _____
President

Attest: _____
Secretary

DRAFT

Attachment: 2020-095 \$57,250,000 Installment Purchase Revenue Bonds (6249 : Ordinance No.: 2020-095 Authorizing 2020 Installment

STATE OF SOUTH CAROLINA)
)
 COUNTY OF RICHLAND)

PROBATE

Personally appeared before me the undersigned witness who on oath says, that (s)he saw the within named Columbia Facilities Corporation, by its duly authorized President and Secretary, sign, seal and as its act and deed deliver the within Base Lease and Conveyance Agreement, and that (s)he, together with the other witnesses whose signature appears above, witnessed the execution thereof.

 Witness

SWORN TO AND SUBSCRIBED BEFORE ME
 this ____ day of _____, 2020.

 Name: _____
 Notary Public for South Carolina
 My Commission Expires: _____

STATE OF SOUTH CAROLINA)
)
 COUNTY OF RICHLAND)

PROBATE

PERSONALLY appeared before me the undersigned witness, who, upon first being duly sworn, deposes and says: that (s)he saw City of Columbia, South Carolina by its duly authorized Mayor and Clerk to Council, sign the foregoing Base Lease and Conveyance Agreement, and that (s)he, with the other subscribing witness, witnessed the execution thereof.

 Witness

SWORN TO AND SUBSCRIBED BEFORE ME
 this ____ day of _____, 2020.

 Name: _____
 Notary Public for South Carolina
 My Commission Expires: _____

EXHIBIT A**LEGAL DESCRIPTION OF THE 2020 REAL PROPERTY**

All those pieces, parcels or lots of land excluding all improvements located or to be located thereon and being more particularly described as follows:

DRAFT

EXHIBIT B
CONVEYED IMPROVEMENTS

All existing improvements located on the 2020 Real Property.

DRAFT

EXHIBIT C

**FORM OF SUPPLEMENT TO
BASE LEASE AND CONVEYANCE AGREEMENT
(ADDITIONAL 2020 REAL PROPERTY)**

THIS SUPPLEMENT TO BASE LEASE AND CONVEYANCE AGREEMENT (this “Supplement”) dated _____, _____, by and between City of Columbia, South Carolina, a political subdivision duly existing under the laws of the State of South Carolina, as lessor (the “City”), and Columbia Facilities Corporation, a South Carolina nonprofit corporation duly organized and existing under the laws of the State of South Carolina, as lessee (the “Corporation”).

WITNESSETH

WHEREAS, the City and the Corporation have entered into that certain Base Lease and Conveyance Agreement dated _____, _____ (the “Base Lease”), and pursuant to Section 3.1(a) thereof, enter into this Supplement for the purposes set forth herein (with all capitalized terms used in this Supplement having the meanings set forth in the Base Lease).

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

1. Addition of Additional Real Property to 2020 Real Property. The Base Lease is hereby amended to delete Exhibit A attached thereto and replace it in its entirety with Exhibit A-1 attached hereto.

Except as amended herein, the Base Lease shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned have hereunto set forth their hands on the date first written above.

WITNESSES:

CORPORATION:

COLUMBIA FACILITIES CORPORATION

By: _____
Its: _____

By: _____
Its: _____

CITY:

CITY OF COLUMBIA,
SOUTH CAROLINA

By: _____
Its: _____

By: _____
Its: _____

EXHIBIT C**Form of Installment Purchase and Use Agreement**

DRAFT

INSTALLMENT PURCHASE AND USE AGREEMENT

between

COLUMBIA FACILITIES CORPORATION
as Seller

and

CITY OF COLUMBIA, SOUTH CAROLINA
as Buyer

\$ _____ Installment Purchase Revenue Bonds
(City of Columbia Project) Series 2020

Dated _____, _____
=====

All rights, title and interest of Columbia Facilities Corporation in this Installment Purchase and Use Agreement (with certain exceptions) have been assigned to _____, as Trustee (the "Trustee") under the Trust Agreement dated of even date herewith, and are subject to the security interest of the Trustee.

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INSTALLMENT PURCHASE AND USE AGREEMENT

This Installment Purchase and Use Agreement dated _____, _____ (the “Purchase and Use Agreement”), is made and entered into by and between Columbia Facilities Corporation (together with its successors and assigns, the “Corporation”), a nonprofit corporation formed under the laws of the State of South Carolina (the “State”), as seller, and City of Columbia, South Carolina (the “City”), a political subdivision organized under the laws of the State, as buyer.

WITNESSETH

WHEREAS, the Corporation is a nonprofit corporation formed under the provisions of Title 33, Chapter 31, Code of Laws of South Carolina 1976, as amended (the “South Carolina Code”); and

WHEREAS, the City is a political subdivision of the State and is authorized under the provisions of Section 5-7-30 of the South Carolina Code (the “Act”), to enter into this Purchase and Use Agreement; and

WHEREAS, the Corporation and the City have entered into a Base Lease and Conveyance Agreement dated of even date herewith (the “Base Lease”) pursuant to which the City is leasing the 2020 Real Property and conveying the Conveyed Improvements (as such terms are defined in the Base Lease), to the Corporation so that the Corporation may provide for (i) the acquisition, construction, renovation and equipping from the proceeds of the Series 2020 Bonds of certain public facilities (the “2020 Projects”); and (ii) the payment to the City of the Base Lease Rent (as defined in the Base Lease) which will provide for the refunding of the Bonds to be Refunded and to provide the acquisition, construction, renovation and equipping of all or a portion of certain public facilities which are not subject to the Base Lease or this Purchase and Use Agreement (the “Ancillary Projects”, as more particularly defined herein); and

WHEREAS, in order to provide funds to defray costs of the 2020 Projects and the payment of the Base Lease Rent, the Corporation will provide for the issuance of \$_____ of its Installment Purchase Revenue Bonds (City of Columbia Project) Series 2020, dated _____, _____ (the “Series 2020 Bonds”) under and by the terms of a Trust Agreement dated of even date herewith (the “Trust Agreement”) by and between the Corporation and _____, as trustee (the “Trustee”); and

WHEREAS, the City has agreed to make certain payments (the “Installment Payments”) for the acquisition of the 2020 Facilities (as defined herein) and, pending such acquisition thereof, shall be entitled to the use and occupancy of the 2020 Real Property and the 2020 Facilities and certain other matters; and

WHEREAS, the rights to receive Installment Payments are being assigned by the Corporation to the Trustee under the Trust Agreement as security and the source of payment for the Series 2020 Bonds;

NOW, THEREFORE, for and in consideration of the undertaking of the Corporation to acquire, improve, construct and equip the 2020 Projects, to pay the initial payment of the Base Lease Rent to the City for the costs of refunding the Bonds to be Refunded and the Ancillary Projects, the undertaking of the City to pay the Installment Payments hereunder, the mutual covenants and agreements of the parties hereto, and other good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, the Corporation and the City, intending to be legally bound, do hereby agree as follows:

ARTICLE I DEFINITIONS

SECTION 1.1. Definitions. Capitalized terms not otherwise defined herein shall have the meanings provided therefor in the Trust Agreement or the Base Lease, as the context would allow. In addition, the following terms shall have the meanings set forth below:

“2020 Facilities” means the Conveyed Improvements and other improvements constructed on the 2020 Real Property and the 2020 Projects, including fixtures and any future additions, modifications and substitutions to any facilities thereon and any personal property financed with the proceeds of the Series 2020 Bonds. The 2020 Facilities shall also mean Additional Facilities, if any, funded with the proceeds of Additional Bonds, but does not include the Ancillary Projects or Additional Ancillary Projects.

“2020 Projects” means the acquisition, construction, renovation and equipping of new public facilities as described on Exhibit A hereof, as the same may be amended from time to time. The 2020 Projects do not include the Ancillary Projects.

“2020 Real Property” means the respective parcels of real property, situated in the City and described in Exhibit A hereof, as the same may be amended, modified or supplemented from time to time pursuant hereto, and upon which the 2020 Facilities are located.

“Acquisition and Construction Contracts” means any acquisition or construction contract between the City, on behalf of the Corporation, and any contractor or other person or between any contractor or subcontractor and other person (under which contract the City has rights thereunder) with respect to any of the 2020 Projects to be financed with Bond Proceeds.

“Additional Ancillary Projects” means improvements acquired, developed and constructed with proceeds of Additional Bonds, but not made subject to the Base Lease or this Purchase and Use Agreement.

“Additional Facilities” means any public facilities of the City in addition to the 2020 Facilities proposed to be acquired, improved, renovated or constructed by the Corporation with the proceeds of Additional Bonds and made subject to this Purchase and Use Agreement.

“Additional Payments” means that portion of the Installment Payments specified in Sections 4.1, 4.2 and 4.4 hereof as Additional Payments.

“Additional Real Property” means any real property in addition to the 2020 Real Property that is or will become the site of Additional Facilities.

“Ancillary Projects” means the acquisition, construction, renovation or equipping of all or a portion of certain new facilities described on Exhibit A hereof or any other facility or lawful purpose which is identified in writing by the City to the Trustee, but not subject to the Base Lease or this Purchase and Use Agreement.

“Available Sources” means any legally available source being lawfully appropriated by the Council, including but not limited to [rental payments received by the City arising from the Municipal Complex Leases,] general fund monies and proceeds of general obligation debt.

“Base Lease” means the Base Lease and Conveyance Agreement dated of even date herewith, between the City and the Corporation, as the same may be amended, modified or supplemented from time to time.

“Base Payments” means that portion of the Installment Payments specified in Section 4.1 hereof as Base Payments.

“Bond Fund” means the fund of such name established pursuant to Section 5.3 of the Trust Agreement.

“Bond Insurer” means _____ or any successor thereto, as issuer of the Policy.

“Bond Proceeds” means the gross proceeds received from the issuance and sale of the Series 2020 Bonds.

“City Facilities” means that portion of the 2020 Facilities allocated to the City as the result of a partition under the provisions of Section 2.4 hereof.

“Completion Date” means the date on which the Corporation and the City provide the final requisition to the Trustee pursuant to Section 3.4(b) hereof.

“Conveyed Improvements” means those certain improvements presently existing on the 2020 Real Property, as more particularly described in Exhibit B-2 hereof, as the same may be amended to include those certain improvements existing on real property (including Additional Real Property) which becomes 2020 Real Property in the future, at the time of such amendment.

“Corporation Facilities” means that portion of the 2020 Facilities allocated to the Corporation as the result of a partition under the provisions of Section 2.4 hereof.

“Council” means the City Council of the City, as the governing body of the City, and any successor body.

“Environmental Laws” means all federal, state and local laws, rules, regulations, ordinances, programs, permits, guidances, orders and consent decrees relating to health, safety and environmental matters, including, but not limited to, the Resource Conservation and Recovery Act, as amended, the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, the Toxic Substances Control Act, as amended, the Clean Water Act, as amended, the Clean Air Act, as amended, the Superfund Amendments and Reauthorization Act of 1986, as amended, state and federal superfund and environmental cleanup programs and laws and U.S. Department of Transportation regulations.

“Event of Default” means the events set forth in Section 8.1 of this Purchase and Use Agreement.

“Event of Nonappropriation” means the City's failure, for any reason, to specifically budget and appropriate moneys that may be lawfully used to pay, or enact an ordinance authorizing the issuance of general obligation bonds for the purpose of paying, all Installment Payments due under this Purchase and Use Agreement, by September 15 of the then current Fiscal Year or the City shall have provided written notice of its intention to do the same by June 30 of the previous Fiscal Year. The existence or nonexistence of an Event of Nonappropriation shall be deemed to occur on (a) September 15 of a year in which no such budget or ordinance shall have been adopted or enacted (as applicable), or (b) any earlier

date on which the City gives official, specific written notice to the Corporation and the Trustee that the City will not appropriate funds that may be lawfully used in the next succeeding Fiscal Year for payment of Installment Payments; provided, however, that an Event of Nonappropriation may be waived as provided for in Section 4.7 herein.

“Facilities Component” means an entire building or other facility (including the main building or buildings) and any related auxiliary buildings comprising the 2020 Facilities, together with the portion of the 2020 Real Property on which such building or other facility is located.

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

“Force Majeure” means, without limitation, the following: acts of God; strikes, lockouts or other industrial disturbances; acts of public enemies or terrorism; orders or restraints of any kind of the government of the United States of America or of the State or any of their departments, agencies or officials of any civil or military authority; insurrection; riots; landslides; earthquakes; flood; fire; storms; droughts; explosion; breakage or accidents to machinery, transmission pipes or canals; or any other cause or event not within the control of the party seeking the benefit of force majeure and not due to its own negligence.

“Hazardous Material” means and includes any pollutant, contaminant, or hazardous, toxic or dangerous waste, substance or material (including without limitation petroleum products, asbestos-containing materials and lead), the generation, handling, storage, transportation, disposal, treatment, release, discharge or emission of which is subject to any Environmental Law.

“Installment Payments” means the payments to be paid by the City pursuant to Sections 4.1, 4.2 and 4.4 hereof including Base Payments and Additional Payments.

[“Municipal Complex Leases” means all leases of rentable space within the Municipal Complex (as defined in Exhibit A hereof) which exist on the date hereof and may be executed in the future from time to time, pursuant to which the City receives one or more rental payments from the tenants thereof.]

“Net Proceeds” when used with respect to any proceeds from policies of insurance required hereby or any condemnation award, or any proceeds resulting from default under, or recovery under performance and payment bonds related to, any Acquisition or Construction Contract relating to the 2020 Projects, or any proceeds from any liquidation of any part of the 2020 Facilities or the Ancillary Projects, means the amount remaining after deducting from the gross proceeds thereof all expenses, including, without limitation, reasonable attorney's fees and costs, incurred in the collection of such proceeds or award.

“Partition Consultant” means a person, firm or corporation selected by the Trustee [(after consultation with the Bond Insurer, if applicable)], who or which is experienced in public finance and in the valuation of public facilities and is not a full-time employee of the Trustee, the Bond Insurer, the City or the Corporation.

“Partition Date” shall have the meaning given such term in Section 2.4 hereof.

“Permitted Encumbrances” means, as of any particular time, (i) liens for taxes and assessments not then delinquent, or liens which may remain unpaid pursuant to the provisions of Sections 4.1 and 4.2, respectively, of this Purchase and Use Agreement; (ii) the Security Documents; (iii) utility, access and other easements and rights-of-way, restrictions and exceptions which does not interfere with or impair the

use of the 2020 Real Property or the 2020 Facilities, including rights or privileges in the nature of easements; (iv) any financing statements filed to perfect security interests pursuant to this Purchase and Use Agreement or the Trust Agreement; and (v) the matters described on Exhibit C hereto.

“Policy” means the municipal bond insurance policy issued by the Bond Insurer, relating to the Series 2020 Bonds.

“Project Fund” means the fund of such name established pursuant to Section 5.2 of the Trust Agreement.

“Purchase and Use Agreement” means this Installment Purchase and Use Agreement dated _____, _____, between the Corporation and the City, as the same may be amended, modified or supplemented from time to time.

“Purchase Option Price” means an amount equal to the amount required to defease or otherwise discharge all Series 2020 Bonds Outstanding under the Trust Agreement plus the amount of any Additional Payments which are due or accrued hereunder at the time which any purchase option hereunder is exercised.

“Purchase Price” means the sum of all Base Payments to be made hereunder which Purchase Price may be recalculated in the event of any prepayment of Base Payments provided for in Section 9.1 hereof.

“Security Documents” means this Purchase and Use Agreement, the Base Lease, the Trust Agreement, financing statements, if any, and any other instruments or documents providing security for the Holders of the Series 2020 Bonds.

“Series 2010 Bonds” means the \$30,000,000 original principal amount Installment Purchase Revenue Bonds (City of Columbia Project) Series 2010, dated September 15, 2010, heretofore issued by the Corporation and presently outstanding in the principal amount of \$27,350,000.

“Series 2020 Bond” or “Series 2020 Bonds” means any or all of \$_____ of the Corporation's Installment Purchase Revenue Bonds (City of Columbia Project) Series 2020, dated of even date herewith, authorized by and secured under the Trust Agreement.

“State” means the State of South Carolina.

“Trust Agreement” means the Trust Agreement dated of even date herewith, between the Corporation and the Trustee, as the same may be amended, modified or supplemented from time to time.

“Waiver Period” means the period of time commencing on the date an Event of Nonappropriation is deemed to occur and ending on and including the date on the earlier of (i) the next following December 1 or (ii) the date on which the applicable Reserve Sub-Account (if any) of the Reserve Account becomes fully depleted by the Trustee pursuant to the provisions of a Supplemental Agreement (as defined in the Trust Agreement); provided, however, that a Reserve Sub-Account is deemed to be fully depleted when insufficient funds remain therein to make the payments required to be made to the Holders of the applicable series of Bonds on the subsequent Bond Payment Date.

SECTION 1.2. Terms Defined in the Trust Agreement. Capitalized terms used herein and not otherwise defined shall have the meanings set forth in the Trust Agreement unless the context clearly indicates to the contrary.

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SECTION 1.3. City Representations, Warranties and Covenants. The City makes the following representations, warranties and covenants:

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

(b) The City is a political subdivision within the meaning of Section 103(c)(1) of the Code.

(c) The City will take such action as is necessary to assure that the 2020 Projects are acquired completed, furnished and partially occupied by the City. In the event the amounts available from the proceeds from the Series 2020 Bonds appear to be insufficient for such purpose, the City will use its best efforts to take one or more of the following steps: (i) cooperate with the Corporation to make such modifications or changes in the 2020 Projects as will allow the cost thereof to be funded within the amount available from such Bond Proceeds; (ii) make arrangements with the Corporation for the sale of Additional Bonds; or (iii) provide for the payment of such costs from other sources legally available to the City.

(d) The City will take such action as is necessary to ensure that the proceeds of the Series 2020 Bonds, other than amounts set aside in the Trust Agreement for payment of costs of issuance, funding of reserves, payment of interest, or payment of Base Lease Rent, are applied solely for the payment of the costs of the 2020 Projects.

(e) [Except as provided in the last paragraph under Section 2.1 hereof, no portion of the 2020 Facilities or the Ancillary Projects which is financed with the proceeds of the Series 2020 Bonds which are issued as obligations the interest on which are excluded from gross income of the Holders thereof (the "Tax Exempt Bonds"), will be used in the trade or business of a person who is not a "political subdivision" within the meaning of Section 103(c)(1) of the Code, without the written approval of Bond Counsel.]

(f) Except as disclosed in the Official Statement for the Series 2020 Bonds, there is no fact which will materially and adversely affect the properties, activities, operations, revenues, prospects or condition (financial or otherwise) of the City, its status as a political subdivision of the State within the meaning of Section 103(c)(1) of the Code, its ability to own and operate its property in the manner such property is currently operated or its ability to perform its obligations under this Purchase and Use Agreement and the Base Lease.

(g) [The amounts, if any, spent by the City from its own funds to pay costs of the acquisition, renovation, improvement and construction of the 2020 Projects or the Ancillary Projects for which it intends to reimburse itself from Bond Proceeds of Tax Exempt Bonds were not expended more than 60 days prior to the date of the enactment by the Council of an ordinance authorizing the financing of the 2020 Projects and the Ancillary Projects, and expressing the intent to enter into this Purchase and Use Agreement, except with respect to certain preliminary expenditures for architectural, engineering, surveying, soil testing and similar costs. No site preparation or similar costs incident to the commencement of construction were incurred prior to 60 days prior to the date of enactment of an ordinance by the Council relating to the issuance of the Series 2020 Bonds.]

(h) Except as disclosed in the Official Statement for the Series 2020 Bonds, there are no proceedings pending or, to the knowledge of the City, threatened in writing against the City, in any court or before any governmental authority or arbitration board or tribunal that, if adversely determined, would materially and adversely affect the properties, operations, prospects or condition (financial or otherwise) of the City, or the corporate existence or powers or ability of the City to enter into and perform its obligations under this Purchase and Use Agreement or the Base Lease.

(i) The execution and delivery of this Purchase and Use Agreement and the Base Lease (collectively, the “City Agreements”), and the consummation of the transactions provided for herein and therein, and compliance by the City with the provisions of the City Agreements:

(i) are within the governmental powers and have been duly and validly authorized by all necessary governmental and other action on the part of the City; and

(ii) do not and will not conflict with or result in any material breach of any of the terms, conditions or provisions of, or constitute a default under, any indenture, loan agreement or other agreement or instrument, or result in the creation or imposition of any lien, charge or encumbrance upon any property or assets of the City (other than this Purchase and Use Agreement) or any governmental restriction to which the City is a party or by which the City, its properties or operations may be bound or with the giving of notice or the passage of time or both would constitute such a breach or default or result in the creation or imposition of any such lien, charge or encumbrance, which breach, default, lien, charge or encumbrance could materially and adversely affect the validity or the enforceability of the City Agreements or the City’s ability to perform fully its obligations under the City Agreements; nor will such action result in any violation of any laws, ordinances, governmental rules or regulations or court or other governmental orders to which the City, its properties or operations are subject.

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

(k) This Purchase and Use Agreement is a legal, valid and binding obligation and agreement of the City, enforceable against the City in accordance with its terms except as such enforceability may be limited by bankruptcy, insolvency or similar laws affecting the enforcement of creditors' rights generally and by general principles of equity; anything herein to the contrary notwithstanding, this Purchase and Use Agreement is subject in its entirety to the right of the City to terminate this Purchase and Use Agreement and all the terms and provisions hereof by failing to budget and appropriate moneys specifically to pay Installment Payments, as provided in Sections 2.2, 4.6 and 4.7 hereof.

(l) The use and the operation of the 2020 Real Property and the 2020 Facilities in the manner contemplated will not conflict in any material respect with any zoning, water or air pollution or other ordinance, order, law, rule, or regulation applicable to the 2020 Real Property and the 2020 Facilities including, without limitation, Environmental Laws. The City has caused or will cause the 2020 Projects to be designed in accordance with all applicable federal, state and local laws or ordinances (including rules and regulations) relating to zoning, planning, building, safety and environmental quality. The City will

operate or will cause to be operated the 2020 Real Property and the 2020 Facilities in compliance with the requirements of all such laws, ordinances, rules and regulations, including, without limitation, Environmental Laws. The City further covenants and agrees to comply in all material respects with and materially conform to, or use its reasonable efforts to cause other persons whose obligations it is to so comply by contract or pursuant to law to comply in all material respects with and materially conform to all present and future laws, statutes, codes, ordinances, orders, judgments, decrees, injunctions, rules, regulations and every applicable governmental authority, including Environmental Laws applicable to the 2020 Real Property and the 2020 Facilities, and all covenants, restrictions and conditions now or hereafter of record which may be applicable to the use, manner of use, occupancy, possession, operation, maintenance, alteration, repair or reconstruction of the 2020 Real Property and the 2020 Facilities, including building and zoning codes and ordinances (collectively, the "Legal Requirements"), provided that the City shall not be in default hereunder so long as the City promptly after receiving an actual written notice of any noncompliance, files a copy thereof with the Trustee and the City commences and uses its diligent efforts to cause compliance with such Legal Requirements, as long as the failure to comply and conform does not subject the 2020 Real Property and the 2020 Facilities to any material danger of being forfeited or lost as a result thereof. The City possesses or will possess, and the City hereby agrees to maintain and obtain in the future, all necessary licenses and permits, or rights thereto, to operate the 2020 Facilities as proposed to be operated, and all such licenses, permits or other approvals required in connection with the operation of the 2020 Facilities have been duly obtained and are in full force and effect except for any such licenses, permits or other approvals that are not yet required and that will be duly obtained not later than the time required or the failure to obtain which will not materially and adversely affect the operation of the 2020 Facilities. The City covenants and agrees to do all things necessary to preserve and keep in full force and effect its franchises, rights, powers and privileges as the same relate to the 2020 Facilities.

(m) The City has ratified, confirmed and approved the creation, existence, governance, purposes and activities of the Corporation and the issuance by the Corporation of the Series 2020 Bonds.

(n) The City has not terminated any lease, lease-purchase agreement or installment purchase agreement by nonappropriation.

(o) The officer of the City at any time charged with the responsibility for formulating budget proposals shall include in the budget proposals for review and consideration by the Council in any Fiscal Year in which this Purchase and Use Agreement shall be in effect, provision for all Installment Payments required for such Fiscal Year under this Purchase and Use Agreement.

(p) To its knowledge, Hazardous Materials have not at any time been generated, used, treated, recycled, stored on, or transported to or from, or released, deposited or disposed of on the 2020 Real Property other than in material compliance at all times with all applicable Environmental Laws unless any such noncompliance would have a material adverse effect on the financial condition, business or operations of the City.

SECTION 1.4. Corporation Representations, Warranties and Covenants. The Corporation makes the following representations, warranties and covenants:

(a) The Corporation is a duly organized and validly existing nonprofit corporation created under the laws of the State, has the requisite power to carry on its present and proposed activities, and has full power, right and authority to enter into this Purchase and Use Agreement, the Trust Agreement and the Base Lease and to perform each and all of the obligations of the Corporation provided therein.

(b) The Corporation has taken or caused to be taken all requisite corporate action to authorize the execution and delivery of, and the performance of its obligations under, this Purchase and Use Agreement, the Base Lease and the Trust Agreement.

(c) By proper corporate action the officers of the Corporation have been duly authorized to execute and deliver this Purchase and Use Agreement, the Base Lease, the Trust Agreement and each of the Acquisition and Construction Contracts to which it is or will be a party.

(d) The execution and delivery by the Corporation of this Purchase and Use Agreement, the Base Lease and the Trust Agreement and the consummation by the Corporation of the transactions contemplated hereby and thereby have not and will not conflict with or constitute a breach of or default under the Corporation's articles of incorporation or bylaws or any bond, debenture, note or other evidence of indebtedness of the Corporation, or any contract, agreement, or instrument to which the Corporation is a party or by which it is bound.

(e) Each of this Purchase and Use Agreement, the Base Lease, the Trust Agreement and each Acquisition and Construction Contract to which the Corporation is or will be a party has been or will be duly executed and delivered by the Corporation and constitutes a legal and valid obligation of the Corporation, enforceable against the Corporation in accordance with its terms, except as enforcement may be limited by laws affecting creditors' rights generally and except as equitable remedies may be limited by judicial discretion.

(f) Other than as disclosed in the Official Statement for the Series 2020 Bonds, there is no litigation pending and served on the Corporation that challenges the Corporation's authority to execute, deliver or perform its obligations under this Purchase and Use Agreement and the Corporation has disclosed any threatened litigation with respect to such matters of which the Corporation is aware.

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

(h) The Corporation is a South Carolina nonprofit, public benefit corporation, no part of the net income of which inures to the benefit of any private individual or organization.

(i) In order to finance the 2020 Projects, to pay the Base Lease Rent to the City and for such other purposes contemplated hereby and by the Trust Agreement, the Corporation will enter into the Trust Agreement pursuant to which it will issue the Series 2020 Bonds payable from and secured by the Installment Payments under this Purchase and Use Agreement.

(j) The Board of Directors of the Corporation (the "Issuer Board") are [initially] appointed by _____, a South Carolina nonprofit public benefit corporation ("_____"), although future directors will be appointed by the Issuer Board. By letter dated _____, _____ was determined by the Internal Revenue Service in November 1997 to be an exempt organization within the meaning of Section 501(c)(3) of the Code and not a private foundation under Section 509(a) of the Code. The activities of the Corporation hereunder are not unrelated to the charitable purpose of _____ described to the Internal Revenue Service in its application for recognition of its exempt status.] [By letter dated _____, the Corporation was determined by the Internal Revenue Service to be an exempt organization within the meaning of Section 501(c)(3) of the Code and not a private foundation under Section 509(a) of the Code. The activities of the Corporation hereunder are not unrelated to the charitable purpose of the Corporation described to the Internal Revenue Service in its application for recognition of its exempt

status.][The Corporation intends to apply to the Internal Revenue Service for a determination that it is also an exempt organization within the meaning of Section 501(c)(3) of the Code and not a private foundation under Section 509(a) of the Code.]

ARTICLE II INSTALLMENT SALE OF 2020 FACILITIES; USE OF 2020 REAL PROPERTY AND 2020 FACILITIES AND TERM HEREOF

SECTION 2.1. Installment Sale of 2020 Facilities; Use of 2020 Real Property and 2020 Facilities; Term. The Corporation hereby agrees to sell the 2020 Facilities to the City in accordance with the provisions hereof. On the date hereof, the Corporation has a valid leasehold interest in the 2020 Real Property and holds fee title to all remaining portions of the 2020 Facilities. Upon each payment of Base Payments from funds other than (i) amounts constituting Bond Proceeds (including income from the investment of such amounts) or (ii) payments made from a Reserve Sub-Account (if any) of the Reserve Account established for a series of the Bonds, title to an undivided interest in the 2020 Facilities equal to that percentage of the Purchase Price represented by such payment will transfer from the Corporation to the City without further action by either party hereto.

Any prepayment of Base Payments which is used to redeem the Series 2020 Bonds will result in a recalculation of the Purchase Price to take account of such prepayment and, upon the making of such prepayment, the City shall be credited with an undivided interest in the 2020 Facilities equal to that percentage of the total Purchase Price, as adjusted, represented by the total of all Base Payments made, including the prepayment on such date.

Subject to the provisions of Article VIII hereof, the City shall have the exclusive right to occupy and use the 2020 Real Property and the 2020 Facilities during the term hereof. Subject to the provisions of Sections 2.2 and 2.3 hereof, this Purchase and Use Agreement shall be for a term beginning with the date of execution and delivery hereof, and ending on _____ 1, ____.

During the term hereof, the City may permit other civic or charitable organizations or agencies of the State or any political subdivision thereof to use portions of the 2020 Real Property and the 2020 Facilities subject to the following limitations: (i) no agreement may be for a term in excess of one year; (ii) the 2020 Real Property and the 2020 Facilities shall not be used in any manner that interferes with the use of such property by the City for the purposes for which it was designed or is then being used; (iii) any such agreement shall expressly terminate upon the occurrence of an Event of Default or an Event of Nonappropriation hereunder; and (iv) the City shall monitor all such use to ensure continued compliance with the provisions of the Federal Tax Certificate and Section 5.3 hereof.

SECTION 2.2. Termination. The term of this Purchase and Use Agreement shall terminate upon the earliest of any of the following events:

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

(b) The purchase by the City of the 2020 Facilities as provided in Article IX of this Purchase and Use Agreement;

(c) The occurrence of an Event of Default under and termination of this Purchase and Use Agreement by the Corporation or Trustee under Article VIII of this Purchase and Use Agreement; or

(d) _____ 1, _____, which date constitutes the last day of the term hereof, or such later date as all Installment Payments due hereunder shall be paid.

Termination of the term of this Purchase and Use Agreement shall terminate all obligations of the City under this Purchase and Use Agreement, including its obligations to pay future Installment Payments and other amounts that have not been appropriated (excluding, however, amounts payable under Section 2.3 hereof and other amounts specifically provided for herein), subject to identification as provided in Section 2.4 hereof, shall terminate the City's rights of possession under this Purchase and Use Agreement of the Corporation Facilities (except to the extent of any conveyance pursuant to Article IX of this Purchase and Use Agreement); but all other provisions of this Purchase and Use Agreement, including all obligations of the Corporation with respect to the Holders of the Bonds and the receipt and disbursement of funds and all rights and remedies of the Corporation specifically provided herein, shall be continuing until the Trust Agreement is discharged as provided therein. Notwithstanding the foregoing, termination of the term of this Purchase and Use Agreement shall not impair the City's rights as landlord or the Corporation's rights as tenant under the Base Lease, except as provided in the Base Lease.

SECTION 2.3. Holdover Terms. In the event the City fails to deliver possession to the Corporation of the Corporation Facilities or any part thereof pursuant to Section 2.4 hereof, the City shall be unconditionally liable for the payment of all Installment Payments, including Additional Payments, for successive six month periods commencing on the Bond Payment Date following the last due date of Base Payments hereunder until the City delivers possession of the Corporation Facilities to the Corporation. The obligations of the City under this Section 2.3 shall not in any manner constitute a pledge of the full faith, credit or taxing power of the City within the meaning of any State constitutional or statutory provision.

SECTION 2.4. Surrender of Possession Upon Termination; Partition of Undivided Interests. Upon (a) the occurrence of an Event of Default or an Event of Nonappropriation which results in termination hereof or (b) termination of all rights of the City hereunder, and at the written direction of the Trustee [(after consultation with the Bond Insurer, if applicable)], the City and the Corporation shall proceed to partition the 2020 Facilities so that the percentage of undivided interests in the title to the 2020 Facilities will be converted, to the extent feasible, into like percentages of title to entire Facilities Components in accordance with Exhibit D hereof and the following provisions. The date upon which the [Trustee][Bond Insurer] gives such written direction shall be the "Partition Date".

Division of 2020 Facilities. Within a reasonable time after the Partition Date (but in no event longer than 60 days after the Partition Date), the City and the Corporation shall propose a division of 2020 Facilities or, in the event the City and the Corporation notify the Trustee [and the Bond Insurer, if applicable,] in writing that they are unable to agree on a proposed division or they have not proposed a division of the 2020 Facilities within the time period provided by the previous sentence, the Trustee [(after consultation with the Bond Insurer, if applicable)] and the Partition Consultant, if selected, shall propose a division of the 2020 Facilities within a reasonable time after the Partition Date. In all events, Trustee [(after consultation with the Bond Insurer, if applicable)] may, in its sole discretion, select a Partition Consultant to assist, consult with and make recommendations to the Trustee [(after consultation with the Bond Insurer, if applicable)] in the division of the 2020 Facilities. The Trustee [(after consultation with the Bond Insurer, if applicable)] and the Partition Consultant, if selected, shall endeavor, to the extent practicable, to allocate the 2020 Facilities between the City and the Corporation in a fair and equitable fashion taking into account the following factors: (1) entire Facilities Components, if possible, will be assigned to each of the City and the Corporation; (2) if portions of the 2020 Facilities and Facilities Components will be assigned to each of the Corporation and the City, the Trustee [(after consultation with the Bond Insurer, if applicable)] and the Partition Consultant, if selected, shall propose

such partition as will, in the aggregate, best protect the interests of the Holders (subject to the provisions of this Section 2.4); and (3) the deletion, reduction or release (without exchange or substitution) of any Released Property pursuant to Section 5.1(c) hereof or pursuant to the last two paragraphs of Section 3.6 of the Base Lease shall be taken into account for purposes of determining the portions of the 2020 Facilities to be allocated between the Corporation and the City.

Valuation of Facilities Components and 2020 Facilities. For purposes of any partition, the 2020 Facilities will be valued based on insured values at the time of partition, although the percentage of the 2020 Facilities being purchased on an annual basis is set forth on Exhibit D hereof. In allocating the 2020 Facilities to the percentage of undivided interests in the entire 2020 Facilities to be conveyed to the City or retained by the Corporation, such insured values (at time of petition) and percentages set forth on Exhibit D hereof shall be used rather than the current market or other valuation of Facilities Components associated therewith.

Partial Divisions. In the event that the Trustee [(after consultation with the Bond Insurer, if applicable)] and the Partition Consultant, if selected, are unable to devise a partition that results in complete Facilities Components being assigned to the City or the Corporation, then such partition shall be made so as to provide the City's and the Corporation's respective interests to be allocated to Facilities Components in a manner consistent with other provisions of this Section 2.4. The portion of a Facilities Component which is properly allocated to the City but is not a complete Facilities Component shall be designated as a "City Partial Facilities Component." With respect to a City Partial Facilities Component, the City may (i) continue to occupy the entire Facilities Component which includes a City Partial Facilities Component if it agrees to make payments (as specified in Section 2.3) in amounts to be determined by the Trustee [(after consultation with the Bond Insurer, if applicable)] and the Partition Consultant, if selected, as the proper charge for use of the Corporation's interest in such Facilities Component (the "Corporation Partial Facilities Component"); (ii) purchase the Corporation's interest in such Corporation Partial Facilities Component by the payment of the amount determined by the Trustee [(after consultation with the Bond Insurer, if applicable)] and the Partition Consultant, if selected; or (iii) cede occupancy rights in the City Partial Facilities Component to the Corporation for the duration of the term of the Base Lease. In determining the purchase price if the City elects to purchase the Corporation's interest in a Corporation Partial Facilities Component, the Trustee [(after consultation with the Bond Insurer, if applicable)] and the Partition Consultant, if selected, shall determine the prepayment amount that would be required under the second paragraph of Section 2.1 to result in a complete allocation of such Facilities Component to the City. In setting the payments to be made by the City if it chooses to continue to occupy the entire Facilities Component the Trustee and the Partition Consultant, if selected, shall set a payment that is not less than the amount of total Base Payments allocable to such Facilities Component that would have been payable from and after the Partition Date if this Purchase and Use Agreement or the rights of the City hereunder had not been terminated.

Partition Report; Finality. The Trustee [(after consultation with the Bond Insurer, if applicable)] and the Partition Consultant, if selected, shall make a report regarding the division of the 2020 Facilities as soon as practicable after the Partition Date. In the discretion of the Trustee [(after consultation with the Bond Insurer, if applicable)] the partition report shall be final and binding upon all parties.

Instruments of Conveyance. Within a reasonable time (but in no event sooner than 30 days or later than 60 days) after the partition report becomes final, the City and the Corporation shall exchange deeds or other instruments vesting title to such of the 2020 Facilities as is required to effect such partition; provided, however, that any conveyance deed or other instrument made by the Corporation shall be made in the manner and subject to the conditions set forth in Section 9.2 hereof. Immediately thereafter, the City shall deliver up or cause to be delivered up peaceable possession of the Corporation Facilities to the

Corporation, together with the related portion of the 2020 Real Property, without delay, in good repair and operating condition, excepting reasonable wear and tear; provided, however, that in the event of a partial division, the terms relating to City Partial Facilities Components described above shall control. Any Facilities Component delivered to the Corporation in connection with such partition shall remain, at all times, subject to the terms of the Base Lease.

ARTICLE III THE 2020 PROJECTS; FINANCING

SECTION 3.1. Purchase and Installation or Construction of the 2020 Projects. The Corporation and the City acknowledge that the City will be responsible for any and all Acquisition and Construction Contracts necessary or appropriate for the purchase and installation, or for any renovation, construction, installation, restoration, and reconstruction, to be performed in connection with the completion of the 2020 Projects and the City shall be the agent of the Corporation for all such purposes. The City may install machinery, equipment and other tangible personal property in the 2020 Facilities and on the 2020 Real Property and all such machinery, equipment and other tangible personal property not acquired nor financed from Bond Proceeds will remain the sole property of the City.

SECTION 3.2. Administration of Acquisition and Construction Contracts. The City shall be responsible for preparing, administering, amending and enforcing the Acquisition and Construction Contracts to be entered into with respect to the 2020 Projects and the 2020 Real Property and for litigating or settling all claims thereunder. The City and the Corporation, as their interests may appear, will be entitled to the benefit of all warranties, guaranties and indemnities provided under the Acquisition and Construction Contracts and by law.

SECTION 3.3. Notices and Permits. The Corporation shall cooperate with the City in order to give or cause to be given all notices and shall comply or cause compliance with all laws, ordinances, municipal rules and regulations and requirements of public authorities applying to or affecting the conduct of any work relating to the 2020 Projects. The City will defend and save the Corporation, the Trustee and their respective members, directors, officers, agents and employees harmless from all liabilities, damages or fines due to failure to comply therewith.

SECTION 3.4. Disbursements from the Project Fund.

(a) The balance of the Bond Proceeds (net of any Underwriter's discount, [net original issue premium and the deposit into the 2020 Reserve Sub-Account as provided in Section 5.1 of the Trust Agreement]) shall be deposited by the Trustee into the Project Fund. Thereafter, disbursements from the Project Fund shall be made for costs of the 2020 Projects and for such other purposes contemplated by Section 5.3 of the Trust Agreement.

(b) As provided in Section 5.3(c) of the Trust Agreement, the final requisition from the Project Fund shall contain, among other things, a certification by the Corporation and the City stating that the 2020 Projects have been substantially completed in accordance with the applicable Acquisition and Construction Contracts and other terms and conditions of the Purchase and Use Agreement and the 2020 Projects comply in all material respects with all applicable governmental regulations. Upon receipt of such final requisition, the Trustee shall apply any balance then remaining in the Project Fund in the manner provided in Section 5.4 of the Trust Agreement. As used in this paragraph, "substantial completion" of the 2020 Projects shall mean completion such that a certificate of occupancy could be issued notwithstanding the fact that certain minor items of work remain to be done.

SECTION 3.5. Defaults Under Acquisition and Construction Contracts. In the event of any material default by a supplier, contractor or subcontractor under any of the Acquisition and Construction Contracts, or in the event of a material breach of warranty with respect to any property, fixtures, materials, workmanship or performance under any Acquisition and Construction Contract, the City and the Corporation shall promptly proceed, and may do so in conjunction with others, to pursue diligently such remedies as are available against the applicable supplier, contractor or subcontractor and/or against any surety of any bond securing the performance of the Acquisition and Construction Contracts. The Net Proceeds of any amounts recovered by way of damages, refunds, adjustments or otherwise in connection with the foregoing, remaining after deduction of expenses incurred in such recovery (including without limitation, attorney's fees and costs), and after reimbursement to the City or the Corporation of any amounts theretofore paid by either of them, and not previously reimbursed, for correcting or remedying the default or breach of warranty which gave rise to the proceedings against the contractor or surety, shall be paid into the Project Fund if received before the Completion Date, or if received thereafter, shall be deposited as otherwise provided in Section 7.2 of this Purchase and Use Agreement or otherwise applied as provided in Section 7.3 of this Purchase and Use Agreement.

SECTION 3.6. Worker's Compensation Insurance. The City and the Corporation shall take such steps as are necessary to ensure that worker's compensation insurance is in force with respect to any Acquisition and Construction Contracts.

SECTION 3.7. Contractor's Performance and Payment Bonds. The City and the Corporation shall take such steps as are necessary to ensure that performance and payment bonds regarding contractor's performance and payment are provided in the same manner as would be applicable to any contracts of the City.

The Net Proceeds of any amounts recovered by way of damages, refunds, adjustments or otherwise in connection with the performance and payment bonds remaining after deduction of expenses incurred in such recovery (including without limitation, attorney's fees and costs), and after reimbursement to the City and the Corporation of any amounts theretofore paid by either of them, and not previously reimbursed, for correcting or remedying the default or breach of warranty which gave rise to the proceedings against the contractor or surety, shall be paid into the Project Fund if received before the Completion Date, or if received thereafter, shall be deposited as otherwise provided in Section 7.2 of this Purchase and Use Agreement or otherwise applied as provided in Section 7.3 of this Purchase and Use Agreement.

SECTION 3.8. Contractor's General Public Liability and Property Damage Insurance. The City and the Corporation shall take such steps as are necessary to ensure that comprehensive general public and property damage liability insurance with respect to the 2020 Projects are provided in the same manner as would be applicable to any contracts of the City. The Net Proceeds of any insurance policies required by this section or any amounts recovered by way of damages, refunds, adjustments, proceeds or otherwise in connection with the foregoing, remaining after deduction of expenses incurred in such recovery (including without limitation, attorney's fees and costs), and after reimbursement to the City or the Corporation of any amounts not to exceed \$100,000 theretofore paid by the City or the Corporation and not previously reimbursed to the City or the Corporation for actions taken by the City or the Corporation to restore damaged portions of the 2020 Facilities to a condition necessary to secure the 2020 Facilities and prevent further loss shall be paid into the Project Fund before the Completion Date or, if received thereafter, shall either be deposited as provided in Section 7.2 of this Purchase and Use Agreement or otherwise applied as provided in Section 7.3 of this Purchase and Use Agreement; provided, however, such deposit shall not exceed the amount necessary to fulfill the obligations of the City under this Purchase and Use Agreement as determined by the Trustee.

ARTICLE IV INSTALLMENT PAYMENTS; ASSIGNMENT TO TRUSTEE

SECTION 4.1. Installment Payments.

(a) Installment Payments to Constitute a Current Expense of City. The Corporation and the City understand and intend that the obligation of the City to pay Installment Payments hereunder shall constitute a current expense of the City and are dependent upon lawful appropriations of funds being made from Available Sources by the Council to pay Installment Payments due in each fiscal year hereunder, and shall not in any way be construed to be a debt of the City in contravention of any applicable constitutional or statutory limitations or requirements concerning the creation of indebtedness by the City, nor shall anything contained herein constitute a pledge of the general tax revenues, funds, moneys or credit of the City.

(b) Payment of Base Payments. (i) Subject to an Event of Nonappropriation as described in Section 4.7 hereof, on or before the 20th day of the month prior to each Bond Payment Date during the period this Purchase and Use Agreement is in effect, the City shall pay to the Trustee as assignee of the Corporation, Base Payments (exclusively from Available Sources specifically budgeted and appropriated for such purpose in lawful money of the United States of America), which payments shall be made to the Trustee as assignee of this Purchase and Use Agreement, in the amounts set forth on Exhibit E hereto; provided that nothing herein shall constitute a pledge of the Available Sources, general tax revenues, funds, moneys or credit of the City. Each payment of Base Payments shall be in consideration for the conveyance of title to an undivided interest in the 2020 Facilities as and to the extent provided in Section 2.1 hereof. As further consideration for the receipt of Base Payments, the City shall be entitled to the use and occupancy of all of the 2020 Real Property and the 2020 Facilities during the applicable Fiscal Year in which such payments are or will be made.

(ii) The City absolutely and unconditionally pledges to the Corporation as security for the Series 2020 Bonds that, during each fiscal year, to the extent the City receives a rental payment with respect to any Municipal Complex Lease (a "Lease Payment"), the City shall deposit each Lease Payment no later than the thirtieth (30th) day after the day on which the City receives a Lease Payment with the Trustee for deposit into the Facilities Purchase Account. This deposit is a portion of the Base Payment due in that fiscal year, and the City shall receive credit for the amount of the deposit against the amount of the Base Payment due in that fiscal year. In each fiscal year, once the aggregate amount of any Lease Payments along with any other funds available in the Facilities Purchase Account equal the amount necessary to make that fiscal year's Base Payment, then the Trustee shall deposit any remaining Lease Payments in a separately designated fund to be used to prepay Installment Payments according to Section 4.3 of the Purchase and Use Agreement and for other permitted purposes.]]

(c) Payment of Additional Payments. The City agrees to pay, subject to the provisions of Section 4.7 hereof, the following amounts as Additional Payments together with such other sums as are provided for herein:

(i) The amounts provided for in Sections 4.2 and 4.4 hereof to the parties referred to therein;

(ii) Upon receipt of written notice from the Trustee pursuant to the terms of any Supplemental Agreement (as defined in the Trust Agreement) of a transfer from a subaccount of the Reserve Account established for a particular series of Bonds (as defined in the Trust Agreement) to the applicable subaccount of the Facilities Purchase Account, within the period of time specified in such

Supplemental Agreement, or payment to the issuer or provider of an instrument or surety bond issued to satisfy, in whole or in part, any Reserve Requirement relating to such series of Bonds, of an amount equal to the amount so transferred from the applicable subaccount of the Reserve Account to the applicable subaccount of the Facilities Purchase Account;

(iii) Within the period of time specified in a Supplemental Agreement, the amount of moneys necessary to re-establish a subaccount of the Reserve Account established for a particular series of Bonds at the applicable Reserve Requirement as may be required pursuant to such Supplemental Agreement;

(iv) All reasonable costs and expenses incurred or to be paid by the Corporation or the Trustee, as the case may be, under the terms of this Purchase and Use Agreement or the Trust Agreement, including without limitation the amounts specified in Section 4.4 hereof and amounts payable by the Corporation pursuant to or contemplated by repurchase, forward delivery or other investment agreements which are Permitted Investments under the Trust Agreement;

(v) Amounts required to pay premiums on insurance for the 2020 Real Property or the 2020 Facilities if such amounts are not paid directly by the City to the applicable insurer;

(vi) [Amounts owed to the Bond Insurer as provided for in the Trust Agreement; and]

(vii) Amounts, if any, budgeted by the Corporation for deposit into the Repair and Replacement Fund, in accordance with Section 5.4 of the Trust Agreement.

The Corporation may, but shall be under no obligation to, advance moneys (i) to pay taxes, assessments and other governmental charges with respect to the 2020 Real Property and the 2020 Facilities, (ii) for the discharge of mechanic's and other liens relating to the 2020 Real Property and the 2020 Facilities, (iii) to obtain and maintain insurance for the 2020 Real Property and the 2020 Facilities and pay premiums therefor, and (iv) generally, to make payments and incur expenses in the event that the City fails to do so as required by this Purchase and Use Agreement or the Base Lease. As provided in Section 6.11 of the Trust Agreement, the Trustee may, but shall not be required to, take any such action. Any such advances shall continue to be due as Additional Payments hereunder.

(d) Credits. The City shall be entitled to a credit against payments of Base Payments in the amount of any deposits in the Bond Fund provided for in the Trust Agreement. In addition to the credit provided in the preceding sentence, the amount payable by the City as Base Payments will be reduced by the amount of money in the applicable subaccount of the Facilities Purchase Account to be credited against those payments and representing Base Payments, including without limitation accrued interest on the Series 2020 Bonds to the extent such amounts will be used to make payments on the Series 2020 Bonds. In this connection, if applicable, when amounts remaining in a subaccount of the Reserve Account equal or exceed the remainder of the applicable Base Payments due, such amounts shall be transferred to the applicable subaccount of the Facilities Purchase Account as and when needed for payment of such Base Payments.

(e) Continuation of Term by City. The City has no reason to believe, as of the effective date hereof, that it will not continue making Installment Payments through the entire term of this Purchase and Use Agreement, and reasonably believes that it will pay the Installment Payments due or coming due hereunder in order to continue to use the 2020 Real Property and the 2020 Facilities. The City presently intends to maintain its capacity to issue general obligation debt that does not require voter approval, in amounts and at times, together with other Available Sources, sufficient to make Base Payments when due;

provided, however, that the City makes no representation or warranty as to its ability to issue general obligation debt in the future. The representations and covenants contained herein are subject to the ability of the City to terminate this Purchase and Use Agreement and all obligations hereunder as provided in Section 4.7 hereof.

SECTION 4.2. Installment Payments Not Subject to Reduction, Offset or Other Credits.

(a) The City and the Corporation intend that this Purchase and Use Agreement shall yield, net, the Base Payments specified in Section 4.1 hereof during the term of this Purchase and Use Agreement, and that all costs, expenses, liabilities and obligations of any kind and nature whatsoever including, without limitation, any ad valorem taxes or other taxes levied against holders of real or personal property, insurance premiums, utility charges and assessments and all operation, maintenance, repair and upkeep expenses relating to the 2020 Real Property and the 2020 Facilities and the use of the 2020 Real Property and the 2020 Facilities which do not constitute Base Payments, or other obligations relating to the 2020 Real Property and the 2020 Facilities which may arise or become due during the term of this Purchase and Use Agreement and which the Corporation except for this Purchase and Use Agreement or the terms of the Base Lease would ordinarily be required to pay as owner of the 2020 Real Property and the 2020 Facilities (regardless of whether the City as owner would be so required to pay) shall either be paid under the provisions of the Base Lease or be included in the Installment Payments and paid by the City as Additional Payments. The City acknowledges that, under the provisions of the Base Lease, it has retained responsibility for the payment of taxes and insurance on the 2020 Real Property and the 2020 Facilities and the property associated therewith and the obligations of the City under the Base Lease are not subject to the limitations of Section 4.6 hereof.

(b) All payments of Additional Payments referred to in Section 4.2(a) above shall be made by the City in immediately available funds on a timely basis directly to the person or entity to which such payments are owed; provided, however, subject to the terms of the Security Documents, that the City shall not be required to pay, discharge or remove any tax, lien, or assessment, or any mechanic's, laborer's or materialman's lien or encumbrance, or any other imposition or charge against the 2020 Real Property and the 2020 Facilities or any part thereof, or comply with any law, ordinance, order, rule, regulation or requirement, as long as the City shall, after prior written notice to the Corporation and the Trustee, at the City's expense, contest the same or the validity thereof in good faith, by action or inaction which shall operate to prevent the collection of the tax, lien, assessment, encumbrance, imposition or charge so contested, or the enforcement of such law, ordinance, order, rule, regulation or requirement, as the case may be, and the sale of the 2020 Facilities or any part thereof to satisfy the same or to enforce such compliance; provided further, that the City shall have given reasonable security as may be demanded by the Corporation, the Trustee, or both, to insure such payment and prevent any sale or forfeiture of the 2020 Facilities or any part thereof by reason of such nonpayment or noncompliance.

SECTION 4.3. Prepayment of Installment Payments. The City may prepay Installment Payments in whole or in part as provided in, and under the conditions prescribed under, Sections 7.3 and 9.1 hereof, or at any time that the City so determines for the purpose of providing for the redemption of Series 2020 Bonds as provided in Section 4.1(a) of the Trust Agreement or the purchase of Series 2020 Bonds as provided in Section 4.4 of the Trust Agreement. The City shall notify the Trustee in writing of the dates on which the Series 2020 Bonds corresponding to any prepayment hereunder are to be so redeemed or purchased (as applicable) and the amount to be redeemed or purchased on each such date, all in accordance with the provisions of the Trust Agreement. The Trustee may request such reasonable information and reports as may be necessary to establish the sufficiency of the payments to be made at the time of such prepayment or purchase, respectively.

SECTION 4.4. Administrative Expenses. Subject to the provisions of Section 4.7 hereof, the City shall pay as Additional Payments (i) the periodic fees and reasonable expenses from time to time of the Trustee and any Paying Agent incurred in administering the Trust Agreement and the Series 2020 Bonds, (ii) any expenses incurred by the Corporation, including but not limited to Administrative Fees and any other fees for legal, financial and accounting services and premiums for directors' and officers' insurance, and (iii) any reasonable expenses, including Administrative Fees and reasonable attorney's fees, incurred by the Trustee to compel full and punctual performance of this Purchase and Use Agreement in accordance with the terms hereof.

SECTION 4.5. Assignment of Purchase and Use Agreement, Manner of Payment. As security for and the source of payment of the Series 2020 Bonds, pursuant to the Trust Agreement, the Corporation has assigned to the Trustee all of its right, title and interest in and to this Purchase and Use Agreement, except for the right of the Corporation to receive indemnity against claims and payment of its fees and expenses pursuant to Sections 4.2, 4.4 and 5.5 hereof. The City consents and agrees to the assignment of this Purchase and Use Agreement as provided herein. The City covenants to fully perform, in timely fashion, all of its covenants, agreements and obligations under this Purchase and Use Agreement, and to make all payments required by the City under this Purchase and Use Agreement (other than payment for indemnity and fees and expenses of the Corporation) directly to the Trustee, all without set-off, defense or counterclaim by reason of any dispute which the City may have with the Corporation or the Trustee.

SECTION 4.6. Limited and Special Obligation of City. UPON THE OCCURRENCE OF AN EVENT OF NONAPPROPRIATION, THIS PURCHASE AND USE AGREEMENT MAY BE TERMINATED AS OF THE END OF THE LAST FISCAL YEAR WHICH IS NOT AFFECTED BY SUCH EVENT OF NONAPPROPRIATION, AND THE CITY SHALL NOT BE OBLIGATED TO MAKE PAYMENT OF THE INSTALLMENT PAYMENTS PROVIDED FOR IN THIS PURCHASE AND USE AGREEMENT BEYOND THE END OF SUCH FISCAL YEAR (EXCEPT AS OTHERWISE PROVIDED HEREIN). If this Purchase and Use Agreement is terminated under this Section 4.6 or as provided in Section 4.7 or Section 2.2, the City agrees to peaceful delivery of that portion of the 2020 Facilities to be retained by the Corporation or its assigns as provided in Section 2.4 hereof.

The obligations of the City to make Installment Payments required under this Article IV and other sections hereof, and to perform and observe the covenants and agreements contained herein, shall be absolute and unconditional in all events, except as expressly provided under this Purchase and Use Agreement. Notwithstanding any dispute involving the City and any of the Corporation, any contractor, subcontractor or supplier of materials or labor, or any other person, the City shall make all Installment Payments when due and shall not withhold any Installment Payments pending final resolution of such dispute, nor shall the City assert any defense or right of set-off, recoupment, or counterclaim against its obligation to make such payments required under this Purchase and Use Agreement. The City's obligation to make Installment Payments during the term of this Purchase and Use Agreement shall not be abated through accident or unforeseen circumstances. The City agrees not to suspend, reduce, abrogate, diminish, postpone, modify, discontinue, withhold, or abate any portion of the payments required pursuant to this Purchase and Use Agreement by reason of any defects, malfunctions, breakdowns, or infirmities of the 2020 Real Property and the 2020 Facilities, failure of the Corporation to complete the acquisition, construction, renovation or installation of the 2020 Projects, failure of the City to occupy or to use the 2020 Facilities as contemplated in this Purchase and Use Agreement or otherwise, any change or delay in the time of availability of the 2020 Real Property and the 2020 Facilities, any acts or circumstances which may impair or preclude the use or possession of the 2020 Real Property and the 2020 Facilities, any defect in the title, design, operation, merchantability, fitness, or condition of the 2020 Real Property and the 2020 Facilities or in the suitability of the 2020 Facilities for the City's purposes or

needs, failure of consideration, the invalidity of any provision of this Purchase and Use Agreement, any acts or circumstances that may constitute an eviction or constructive eviction, destruction of or damage to the 2020 Real Property and the 2020 Facilities, the taking by eminent domain of title to or the use of all or any part of the 2020 Real Property and the 2020 Facilities, commercial frustration of purpose, any change in the tax or other laws of the United States of America or of the State or any political subdivision of either thereof or in the rules or regulations of any governmental authority, or any failure of the Corporation to perform and observe any agreement, whether express or implied, or any duty, liability, or obligation arising out of or connected with this Purchase and Use Agreement. Nothing contained in this paragraph shall be construed to release the Corporation from the performance of any of the agreements on its part herein contained. In the event the Corporation should fail to perform any such agreement on its part, the City may institute such action against the Corporation as the City may deem necessary to compel performance so long as such action does not abrogate the City's obligations under this Purchase and Use Agreement. The City may, however, at its own cost and expense and in its own name or in the name of the Corporation, prosecute or defend any action or proceeding or take any other action involving third persons which the City deems reasonably necessary in order to secure or protect its right of possession, occupancy, and use under this Purchase and Use Agreement, and in such event the Corporation hereby agrees to cooperate fully with the City and to take all action necessary to effect the substitution of the City for the Corporation in any such action or proceeding if the City shall so request. It is the intention of the parties that the payments required by this Purchase and Use Agreement will be paid in full when due without any delay or diminution whatsoever, **SUBJECT ONLY TO THE SPECIAL AND LIMITED NATURE OF THE CITY'S OBLIGATION TO PAY INSTALLMENT PAYMENTS HEREUNDER AS SET FORTH ABOVE.**

THE OBLIGATIONS OF THE CITY UNDER THIS PURCHASE AND USE AGREEMENT SHALL NOT CONSTITUTE A PLEDGE OF THE FULL FAITH, CREDIT OR TAXING POWER OF THE CITY WITHIN THE MEANING OF ANY STATE CONSTITUTIONAL OR STATUTORY PROVISION.

SECTION 4.7. Event of Nonappropriation. The City shall promptly notify the Corporation and the Trustee of the occurrence of any Event of Nonappropriation (but in no event later than three business days after the occurrence thereof). Upon the occurrence of an Event of Nonappropriation, the following provisions shall apply:

(a) If the City delivers official, specific written notice to the Corporation and the Trustee that it will not appropriate funds from any Available Source in the next succeeding Fiscal Year for payment of Installment Payments, the Trustee shall immediately give written notice to the City and the Corporation stating that an Event of Nonappropriation has occurred; but any failure of the Trustee to give such written notice shall not prevent the Trustee from declaring an Event of Nonappropriation or from taking any remedial action which would otherwise be available to the Trustee.

(b) Subject to Article VIII hereof and the provisions of subsections (c) and (d) hereof, this Purchase and Use Agreement will be terminated pursuant to Section 2.2.

(c) Subject to Article VIII hereof and the provisions of subsection (d) hereof, the Corporation, with the prior written consent of at least 25% in principal amount of the Holders [and the Bond Insurer (if applicable),] or the Trustee [(with the prior written consent of the Bond Insurer, if applicable)] may waive any Event of Nonappropriation which is cured by the City within a reasonable time if the Waiver Period has not expired and in the Trustee's judgment such waiver is in the best interest of the Holders of the Bonds.

(d) Subject to Article VIII hereof and notwithstanding the provisions of subsection (c) hereof, the Trustee shall waive any Event of Nonappropriation (but only an Event of Nonappropriation which occurs pursuant to clause (a) of the second paragraph of the definition thereof) which is cured by the City's specifically budgeting and appropriating, prior to expiration of the Waiver Period, moneys sufficient to pay Installment Payments coming due hereunder for such Fiscal Year that may be lawfully used to make such payment.

If an Event of Nonappropriation occurs and is not waived, the City shall not be deemed to be in default under this Purchase and Use Agreement and shall not be obligated to make payment of any future Installment Payments due hereunder or any other payments provided for herein which accrue after the beginning of the Fiscal Year with respect to which there has occurred an Event of Nonappropriation; provided, however, that, subject to the limitations of Section 4.6 hereof and this Section 4.7, the City shall continue to be liable for Installment Payments (a) accrued prior to the beginning of such Fiscal Year and due hereunder, and (b) allocable to any period during which the City shall continue to occupy the Corporation Facilities.

The City, in all events, shall cooperate with the Corporation and the Trustee in making the partition required under Section 2.4 hereof and shall vacate and deliver over to the Trustee the Corporation Facilities by the later of (a) the expiration of the Fiscal Year during which an Event of Nonappropriation occurs if such Event of Nonappropriation occurs by specific written notice thereof or the September 16 following the September 15 on which the City shall fail to enact an ordinance authorizing the issuance of general obligation bonds for the purpose of paying the Installment Payments hereunder or fail to specifically budget and appropriate monies that may be lawfully used therefor or (b) when required by the last paragraph of Section 2.4 hereof.

The Trustee shall, upon the occurrence of an Event of Nonappropriation, be entitled to all moneys then on hand and being held in all funds created under the Trust Agreement for the benefit of the Holders of the Series 2020 Bonds. After the expiration of the Fiscal Year during which an Event of Nonappropriation occurs, if such occurs by notice, or the September 16 following the September 15 on which the City fails to specifically budget and appropriate sufficient moneys to pay, or enact an ordinance authorizing the issuance of general obligation bonds for the purpose of paying, the Installment Payments hereunder, the Trustee may or shall, as the case may be, proceed to exercise its remedies, liquidate its interest in this Purchase and Use Agreement or lease the 2020 Facilities as provided in Section 8.2 of this Purchase and Use Agreement, provided, however, that the 2020 Facilities shall always be operated for a civic or a public purpose as provided in Section 4.1 of the Base Lease. All property, funds and rights acquired by the Trustee by reason of an Event of Nonappropriation as provided herein, less any moneys due and owing to the Trustee for services performed as Trustee, shall be held by the Trustee for the benefit of the Holders of the Bonds as set forth in the Trust Agreement.

Notwithstanding anything in this Purchase and Use Agreement to the contrary, in the event that the Trustee shall receive a payment for the transfer of its interest in this Purchase and Use Agreement, or total rental payments for leasing that are, after the payment of the Corporation's expenses in connection therewith, including attorneys' and other fees and expenses of the Trustee, and all other amounts which are payable hereunder, in excess of the principal amount of the Outstanding Series 2020 Bonds at the time of the Event of Nonappropriation and the interest due and to become due thereon (with amounts so received to be credited first to such interest and then to principal), then such excess shall be paid to the City by the Trustee, its assigns or its lessee.

ARTICLE V COVENANTS OF THE CITY

SECTION 5.1. Maintenance and Operation of 2020 Real Property and the 2020 Facilities; Transfers.

(a) Subject to Sections 4.6 and 4.7 herein, the City covenants and represents that during the term of this Purchase and Use Agreement, it shall, at its own cost or expense, operate the 2020 Real Property and the 2020 Facilities in a sound and economical manner, in compliance with all present and future laws and governmental regulations applicable thereto, and maintain, preserve and keep the 2020 Real Property and the 2020 Facilities in good repair, working order and condition, and that it shall from time to time make or cause to be made all necessary and proper repairs and renewals so that at all times the operation of the 2020 Real Property and the 2020 Facilities may be properly and advantageously conducted. This covenant shall not prevent the City from discontinuing operation of the 2020 Real Property and the 2020 Facilities at any time.

(b) Except as otherwise provided in this Section 5.1 and Section 2.1 hereof and the Base Lease, prior to payment of the Series 2020 Bonds in full, the City shall not sell, transfer, lease, sublease or otherwise dispose of all or any portion of the 2020 Real Property and the 2020 Facilities, or its interests under this Purchase and Use Agreement, except to another political subdivision of the State, which assumes in writing all obligations of the City under this Purchase and Use Agreement and shall enter into no such transaction without the written consent of the Trustee and the Bond Insurer, if applicable.

(c) Notwithstanding any other provision hereof to the contrary, the City may provide for the exchange of any asset comprising the 2020 Facilities, including the portion of the 2020 Real Property related thereto (the "Released Facility"), for another City facility and the real estate on which such facility (the "Exchange Facility") is located, or the deletion or modification of any Released Facility from the definition of "2020 Facilities" hereunder, if: (i) the City provides the Trustee evidence (including but not limited to an appraisal, certificate of insurance or otherwise) of the respective insured values of the Released Facility and the Exchange Facility, if applicable; (ii) the City certifies to the Trustee that, as applicable, (A) the exchange, deletion or modification is necessary or desirable to the City and the reasons therefor (including but not limited to facilitating the sale or other disposition of the Released Facility, the conversion of its use to another purpose other than use by the City as a school facility or otherwise), (B) after taking into account the deletion, modification or exchange of the Released Facility, the insured value of the 2020 Facilities owned by or allocated to the Corporation shall be in excess of 100% of the outstanding principal amount of the Bonds, (C) the proposed Exchange Facility (if any) has a value equal to or greater than the proposed Released Facility, and (D) the Exchange Facility (if any) is necessary or desirable to the operations of the City and the remaining useful life of such Exchange Facility is not less than the remaining useful life of the Released Facility; (iii) the Trustee receives an opinion of Bond Counsel to the effect that the proposed exchange, deletion or modification will not adversely affect the federal income tax treatment of interest paid to the Holders of the Series 2020 Bonds; and (iv) the Bond Insurer, if applicable, consents in writing thereto. The Corporation and/or the City hereby agrees to provide prompt notice of an exchange of an Exchange Facility for a Released Facility hereunder or the deletion or modification of a Released Facility permitted hereby, to Moody's and S&P, if then rating the Bonds.

SECTION 5.2. Liens on 2020 Real Property or 2020 Facilities. The City shall not create, incur or suffer to exist any lien, charge or encumbrance on the 2020 Real Property or the 2020 Facilities or its rights under this Purchase and Use Agreement other than any Permitted Encumbrance.

SECTION 5.3. [Representations and Covenants Regarding Tax Exempt Status of Series 2020 Bonds.]

(a) Neither the Corporation nor the City shall take any action (including but not limited to any use of the 2020 Facilities or the Ancillary Projects) or permit any action to be taken on its behalf, or cause or permit any circumstance within its control to arise or continue, if such action or circumstance, or its expectation on the date of this Purchase and Use Agreement would cause the interest paid on the Series 2020 Bonds to be includable in the gross income of the recipients thereof for federal income tax purposes.

(b) The City covenants to the Corporation, the Trustee and the Holders of the Bonds that, notwithstanding any other provision of this Purchase and Use Agreement or any other instrument, it will neither make nor cause to be made any investment or other use of the proceeds of the Series 2020 Bonds or amounts on deposit in any of the funds or accounts held under the Trust Agreement or under any other document related to the Series 2020 Bonds which would cause the Series 2020 Bonds to be “arbitrage bonds” under Section 148 of the Code and the regulations thereunder, and that it will comply with the requirements of such Section and regulations throughout the term of the Series 2020 Bonds.

(c) The City shall take all actions necessary on its part to enable compliance with the rebate provisions of Section 148(f) of the Code in order to preserve the federal income tax status of payments of interest with respect to the Series 2020 Bonds. The City shall ensure that the Corporation retains a consultant experienced in the calculation and determination of rebate payments and liability under Section 148(f) of the Code to provide the reports required under the Federal Tax Certificate related to the Series 2020 Bonds.

(d) The City will accept title to the 2020 Facilities upon the discharge of the Series 2020 Bonds.]

SECTION 5.4. Reports and Opinions; Inspections.

(a) The City shall permit the Corporation, the Trustee [and the Bond Insurer] to examine, visit and inspect, at any reasonable time, the 2020 Real Property and the 2020 Facilities, and any accounts, books and records, including its receipts, disbursements, contracts, investments and any other matters relating thereto and to its financial standing, [to discuss its affairs, finances and accounts with the Bond Insurer, if applicable,] and to supply such reports and information as the Trustee [or the Bond Insurer, if applicable,] may reasonably request.

(b) The Corporation shall give the Trustee prompt notice of any failure of the City to make the payments required to be made pursuant to Section 4.1(b) when due.

SECTION 5.5. Immunity of Corporation and Trustee. In the exercise of the powers of the Corporation and the Trustee and their members, directors, officers, employees and agents under the Trust Agreement or this Purchase and Use Agreement including (without limiting the foregoing) the application of moneys and the investment of funds, neither the Corporation nor the Trustee shall be accountable to the City for any action taken or omitted with respect to the 2020 Facilities or the Ancillary Projects or this Purchase and Use Agreement by either of them or their members, directors, officers, employees and agents in good faith and believed by it or them to be authorized or within the discretion or rights or powers conferred under this Purchase and Use Agreement. The Corporation and the Trustee and their members, officers, employees and agents shall be protected in its or their acting upon any paper or documents believed by it or them to be genuine, and it or they may conclusively rely upon the advice of counsel and may (but need not) require further evidence of any fact or matter before taking any action. No recourse shall be had by the City for any claims based on the Trust Agreement or this Purchase and Use

Agreement against any member, director, officer, employee or agent of the Corporation or the Trustee alleging personal liability on the part of such person. To the extent permitted by law, the City shall defend the Corporation and any of its members, directors, officers, employees or agents and save them harmless against any liability, including expenses and legal or other fees, intended to be precluded by this Section 5.5 resulting from acts or omissions of the City or from acts or omissions of the Corporation or any of their members, directors, officers, employees or agents in connection with any acts taken pursuant to this Purchase and Use Agreement, except for fraud, deceit, or acts taken in bad faith or which are negligent.

SECTION 5.6. Compliance with Laws. With respect to the 2020 Real Property and the 2020 Facilities and any additions, alterations, or improvements thereto, the City will at all times comply with all applicable requirements of federal and state laws and with all applicable lawful requirements of any agency, board, or commission created under the laws of the State or of any other duly constituted public authority; provided, however, that the City shall be deemed in compliance with this Section 5.6 so long as it is contesting in good faith any such requirement by appropriate legal proceedings.

SECTION 5.7. [Reserved]

SECTION 5.8. Filing of Budget with Trustee. During the term of this Purchase and Use Agreement, the City shall file with the Trustee, within 15 days after the beginning of each Fiscal Year, a copy of the annual budget of the City for that Fiscal Year.

SECTION 5.9. Alterations of the 2020 Real Property and the 2020 Facilities; Removals. The City, in its discretion and at its expense, may remodel or make such additions, modifications and improvements to the 2020 Real Property and the 2020 Facilities as it may deem to be desirable; provided, that no such additions, modifications or improvements shall adversely affect the structural integrity or strength of, or materially interfere with the use and operations of, the 2020 Real Property and the 2020 Facilities.

In this connection, the City may remove any items of personal property constituting a part of the 2020 Facilities financed by a source of funds other than Bond Proceeds, provided that such removal of the personal property shall not materially diminish the value of the 2020 Facilities.

In the case of any removal as provided above or any removal of City property not constituting 2020 Facilities, the City shall repair any damage resulting from such removal.

SECTION 5.10. Continuing Disclosure. The City covenants to provide the information required by Rule 15c2-12 promulgated under the Securities Exchange Act of 1934, as amended (“15c2-12”), as an Obligated Person (as defined in 15c2-12) in compliance with the provisions of the Continuing Disclosure Undertaking attached hereto as Exhibit F (the “Disclosure Undertaking”). In the event of a failure by the City or any dissemination agent appointed thereby to comply with any provisions of the Disclosure Undertaking, the rights of the Holders of the Series 2020 Bonds to enforce the provisions of the Disclosure Undertaking shall be limited solely to a right, by action in mandamus or specific performance, to compel performance of the parties' obligations under the Disclosure Undertaking.

Any failure by a party to perform in accordance with the Disclosure Undertaking shall not constitute a default on the Series 2020 Bonds or under any other document relating to the Series 2020 Bonds, and all rights and remedies shall be limited to those expressly stated in the Disclosure Undertaking.

The City hereby covenants, so long as required pursuant to Section 11-1-85 of the South Carolina Code, to file with a central repository 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 five percent of tax revenues or the City's tax base.

SECTION 5.11. Covenants for Benefit of the Bond Insurer.

[To be provided, if applicable]

**ARTICLE VI
INSURANCE**

SECTION 6.1. Types of Insurance and Coverage Requirements.

(a) During the term hereof, the City shall maintain all-risk fire, extended coverage, vandalism, and malicious mischief insurance on the 2020 Real Property and the 2020 Facilities with such deductible provisions as are consistent with similar insurance obtained by the City with respect to other property owned by it. Such insurance shall (1) name the Corporation, the City and the Trustee as loss payees or additional insureds, as their interests may appear, be maintained for the term of this Purchase and Use Agreement; and (2) be in an amount at least equal to the replacement value of the 2020 Real Property and the 2020 Facilities.

(b) The City shall, to the extent required by law or good business practice, maintain for the term of this Purchase and Use Agreement, general liability insurance, worker's compensation insurance, disability insurance, and any other form of insurance, covering loss resulting from injury, sickness, disability or death of employees in amounts at least equal to those carried by institutions of similar size and nature.

(c) The City shall maintain, for the term of this Purchase and Use Agreement, general liability insurance against loss or losses from liabilities imposed by law or assumed in any written contract and arising from the death or bodily injury of persons or damage to the property of others caused by accident or occurrence (including contractual liability endorsement), with limits of not less than \$800,000 per occurrence and not less than \$1,000,000 in the aggregate for claims made in any one year on account of injury of any one person, and \$250,000 for property damage per occurrence with an aggregate property damage limitation of not less than \$500,000, excluding liability imposed upon the City by any applicable worker's compensation law. Such insurance shall name the Corporation, the City and the Trustee as loss payees or additional insureds, as their interests may appear.

(d) All policies of insurance required hereunder shall be written by the South Carolina Association of Counties Insurance Trust, the South Carolina Insurance Reserve Fund or any governmental or quasi-governmental entity that provides insurance coverage for political subdivisions (or any of their successors), or any companies rated not lower than "A" by A. M. Best Company or in one of the two highest rating categories by S&P or Moody's, in each case qualified to do business in the State and each policy shall provide at least 30 days prior written notice to the Corporation and the Trustee before such policy is canceled. The City may provide any part or all of the insurance required hereby under the terms of a policy insuring other facilities or risks or any "blanket" policy. The City covenants that it will take all action, or cause the same to be taken, which may be necessary to enable recovery under the aforesaid insurance policies.

(e) All policies of insurance required hereby shall be open to inspection by the Corporation and the Trustee [and the Bond Insurer, if applicable,] at all reasonable times. Certificates of insurance describing such policies shall be furnished by the City to the Corporation and the Trustee when such policies are required to be obtained by this Section 6.1 and at least 10 days prior to the expiration of each of such

policies. The City shall certify that it is in compliance with the provisions hereof at or prior to the execution and delivery of this Purchase and Use Agreement. If any change shall be made in such insurance as to either amount or type of coverage, a description and notice of such change shall be furnished immediately to the Corporation, the Trustee [and the Bond Insurer (if applicable)] by the City or it shall cause the same to be so furnished. In the event that the City fails to maintain any insurance as provided in this Section, the Trustee may, upon such notice to the City as is reasonable under the circumstances, procure and maintain such insurance at the expense of the City (reimbursable as provided hereinbefore), but the Trustee shall not be under an obligation to do so.

SECTION 6.2. Self-Insurance Approval. If, at the time of execution of this Purchase and Use Agreement, the City self-insures or at any time hereafter desires to self-insure to the extent permitted by law, the entry into such self-insurance program shall require the written approval of the Corporation and the Bond Insurer (if applicable).

ARTICLE VII DAMAGE, DESTRUCTION AND CONDEMNATION; USE OF NET PROCEEDS

SECTION 7.1. Damage, Destruction and Condemnation. If, during the term of this Purchase and Use Agreement, (i) the 2020 Facilities, the Ancillary Projects or any portion thereof shall be destroyed (in whole or in part), or be damaged by fire or other casualty, or (ii) title to, or the temporary or permanent use of, the 2020 Real Property, the 2020 Facilities, the Ancillary Projects or any portion thereof or the estate of the City or the Corporation in the 2020 Real Property, the 2020 Facilities, the Ancillary Projects or any portion thereof shall be taken under the exercise of the power of eminent domain by any governmental body or by any person, firm or corporation acting under governmental authority, or (iii) a material defect in construction or installation of the 2020 Real Property, the 2020 Facilities, the Ancillary Projects or any portion thereof shall become apparent, or (iv) title to or the use of all or any portion of the 2020 Real Property, the 2020 Facilities or the Ancillary Projects shall be lost by reason of a defect in title thereto, then the City shall be obligated, subject to the option provided in Section 7.3 hereof and the provisions of Sections 4.6 and 4.7 hereof, to continue to pay the amounts specified as Installment Payments under this Purchase and Use Agreement.

SECTION 7.2. Obligation to Repair or Replace the 2020 Real Property and the 2020 Facilities. Subject to the provisions of Section 7.3 hereof, the City, the Corporation and the Trustee shall cause the Net Proceeds of any insurance policies, performance bonds or condemnation awards made available by reason of any occurrence described in Section 7.1 hereof, to be deposited as provided in Sections 3.5, 3.7 or 3.8, as the case may be, hereof prior to the Completion Date or, after the Completion Date, in a separate trust fund designated as the "Net Proceeds Fund" which the Trustee is hereby directed to establish in such event. Except as set forth in Section 7.3 hereof, all Net Proceeds so deposited shall be applied to the prompt repair, restoration, modification, improvement or replacement of the 2020 Real Property or the 2020 Facilities by the City upon receipt of requisitions by the Trustee signed by an authorized official of the City stating with respect to each payment to be made: (i) the requisition number; (ii) the name and address of the person, firm or corporation to whom payment is due; (iii) the amount to be paid; and (iv) that each obligation mentioned therein has been properly incurred, is properly payable from the Net Proceeds held in the separate trust fund and has not been the basis of any previous withdrawal and specifying in reasonable detail the nature of the obligation, accompanied by a bill or a statement of account for such obligation. In carrying out any of the provisions of this Section 7.2, the City shall have all power and authority granted under Article III of this Purchase and Use Agreement; and the Trustee shall cooperate with the City in the administration of such fund and shall not unreasonably withhold its approval of requisitions required by this Section 7.2. The balance of any such Net Proceeds

remaining after such repair, restoration, modification, improvement or replacement has been completed shall be applied to any lawful and authorized purpose of the City as directed in writing by the City. Any repair, restoration, modification, improvement or replacement paid for in whole or in part out of such Net Proceeds shall be included as part of the 2020 Facilities under this Purchase and Use Agreement and the Trust Agreement.

If the Net Proceeds (plus any amounts withheld from such Net Proceeds by reason of any deductible clause) shall be insufficient to pay in full the cost of any repair, restoration, modification, improvement or replacement of the 2020 Real Property or the 2020 Facilities referred to above, the City shall be responsible, subject to the option contained in Section 7.3 hereof, for the completion of the work and the payment of any cost in excess of the amount of the Net Proceeds. In this connection, the City agrees that, if by reason of any such insufficiency of the Net Proceeds, the City shall make any payments pursuant to the provisions of this paragraph, the City shall not be entitled to any reimbursement therefor from the Trustee or the Holders of the Bonds, nor shall the City be entitled to any diminution of any Installment Payments payable under this Purchase and Use Agreement.

SECTION 7.3. Discharge of Obligation to Repair or Replace the 2020 Real Property and the 2020 Facilities. If, as a result of the occurrence of an event described in Section 7.1 hereof, (a) any part of the 2020 Real Property or the 2020 Facilities is totally destroyed or is damaged to such an extent that the rebuilding or repairing of such part of the 2020 Facilities would be impracticable, (b) there is discovered a material defect in the construction of the 2020 Facilities or any portion thereof that renders the 2020 Real Property, the 2020 Facilities or such portion unusable by the City for its intended purposes, (c) all or substantially all of the 2020 Real Property or the 2020 Facilities is taken by eminent domain or (d) the City is deprived of the use of any part of the 2020 Real Property or the 2020 Facilities by reason of a defect in title thereto, the City may elect to apply the Net Proceeds of applicable insurance policies, performance bonds or condemnation awards as a prepayment of Installment Payments and the discharge of its obligations with respect to Sections 7.1 and 7.2 hereof. Such an election may be made by written notice to the Corporation and the Trustee within 90 days of the occurrence of an event described in (a) through (d) above. Upon any such prepayment, the amount thereof shall be applied to redeem Series 2020 Bonds at the earliest practicable date pursuant to Section 4.1(b) of the Trust Agreement, the Purchase Price shall be recalculated to take account of such prepayment, title to the affected part of the 2020 Real Property or the 2020 Facilities (if applicable) shall be deemed transferred to the City and in the event of any future partition under Section 2.4 hereof, such affected part of the 2020 Real Property or the 2020 Facilities (if applicable) shall be automatically assigned to the City. If at any time the amount to be applied as a prepayment hereunder shall exceed the redemption price of the Series 2020 Bonds, the Series 2020 Bonds shall be redeemed, title to all the 2020 Facilities shall be transferred to the City and any amounts not required for the redemption of the Series 2020 Bonds and payment of other expenses and amounts under the Trust Agreement shall be paid to the City.

SECTION 7.4. Cooperation of the Parties. The Corporation, the City and the Trustee shall cooperate fully with each other in filing any proof of loss with respect to any Policy or performance bond covering the events described in Section 7.1 of this Purchase and Use Agreement, in making the Net Proceeds available in accordance with Section 7.2 or 7.3 hereof and in the prosecution or defense of any prospective or pending condemnation proceeding with respect to the 2020 Real Property, the 2020 Facilities or any portion thereof and in the enforcement of all warranties relating to the 2020 Real Property or the 2020 Facilities. The Corporation hereby designates the City as its agent for the purpose of making collections under such policies, such amounts to be held in trust and applied in accordance herewith. In no event shall the Corporation voluntarily settle, or consent to the settlement of, any proceeding arising out of any insurance claim, performance or payment bond claim, prospective or pending condemnation proceeding with respect to the 2020 Real Property, the 2020 Facilities or any

portion thereof without the written consent of the City and the Trustee.

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ARTICLE VIII DEFAULTS AND REMEDIES

SECTION 8.1. Events of Default. Each of the following events is hereby defined as, and declared to be and shall constitute, an “Event of Default”:

(a) failure by the City to make any payment required to be made pursuant to Section 4.1(b) hereof within five (5) days after the same is due (provided, however, that an Event of Nonappropriation shall not result in an Event of Default under this provision); or

(b) failure by the City to timely comply with the provisions of Section 2.4 hereof relating to partition and vacating of 2020 Facilities at the times required; or

(c) failure by the City to make any payment required to be made pursuant to Section 4.1(c), 4.2 or 4.4 hereof or under the provisions of the Base Lease within 10 days after the same is due; or

(d) failure by the City to observe and perform any other covenant, condition or agreement on its part to be observed or performed under this Purchase and Use Agreement for a period of 30 days after written notice specifying such failure and requesting that it be remedied is given to the City by the Trustee; or

(e) if any of the representations and warranties of the City hereunder shall prove to be false or misleading in any material respect as of the date such representations and warranties were made; or

(f) the failure by the City promptly to stay or lift any execution, garnishment or attachment of such consequence as will, in the reasonable judgment of the Trustee, materially impair its ability to carry out its obligations under this Purchase and Use Agreement (provided that the City shall not be in default so long as it is diligently prosecuting a bona fide appeal from any such execution, garnishment or attachment); or

(g) if the City shall (i) apply for or consent to the appointment of a receiver, trustee, or the like of the City or of property of the City, or (ii) admit in writing the inability of the City to pay its debts generally as they become due, or (iii) make a general assignment for the benefit of creditors, or (iv) be adjudicated a bankrupt or insolvent, or (v) commence a voluntary case under the United States Bankruptcy Code or file a voluntary petition seeking reorganization, an arrangement with creditors or an order for relief or seeking to take advantage of any insolvency law or (vi) fail to controvert in a timely or appropriate manner, or acquiesce in writing to, any petition filed against it in an involuntary case under the United States Bankruptcy Code.

The foregoing provisions of this Section 8.1 are subject to the following provision: If, by reason of Force Majeure, the City shall be unable in whole or in part to carry out any agreement on its part herein contained, other than the obligations on the part of the City contained in Articles IV and VI of this Purchase and Use Agreement, the City shall not be deemed in default during the continuance of such inability. The City agrees, however, to remedy, as promptly as legally and reasonably possible, the cause or causes preventing the City from carrying out its agreement, provided that the settlement of strikes, lockouts and other industrial disturbances shall be entirely within the discretion of the City.

SECTION 8.2. Remedies. Whenever any Event of Default referred to in Section 8.1 of this Purchase and Use Agreement shall have happened and be continuing, the Corporation (with written notice promptly given to the Trustee) and the Trustee may terminate the term of this Purchase and Use

Agreement and shall give notice to the City to vacate the Corporation Facilities within 31 days from the date of such notice. Whenever an Event of Nonappropriation shall be deemed to occur, the term of this Purchase and Use Agreement shall terminate pursuant to Section 2.2(a) and the City shall vacate and deliver over to the Trustee possession of the Corporation Facilities by the time specified in Section 4.7 hereof.

Subject to the terms of the Trust Agreement and the Base Lease, the Trustee may also (i) take whatever action at law or in equity which may appear necessary or desirable to enforce its rights in and to the 2020 Real Property and the 2020 Facilities under this Purchase and Use Agreement, the Security Documents and the Trust Agreement, subject, however, to the limitations set forth herein, and (ii) exercise all the rights and remedies of a secured party under the South Carolina Uniform Commercial Code.

In addition, the Trustee may, or at the direction of the Holders of the majority in aggregate principal amount of the Outstanding Bonds and, upon being indemnified as provided in Section 6.2(j) of the Trust Agreement, shall, without any further demand or notice, and subject to the terms of the Base Lease, including without limitation, the provisions in Section 4.1 of the Base Lease which provide that the Corporation Facilities shall always be operated for a civic or public purpose, take one or both of the following additional remedial steps:

- (i) The Trustee may liquidate its interest in this Purchase and Use Agreement or sell or assign its interest in the Base Lease; or
- (ii) The Trustee may relet or assign its rights to the Corporation Facilities under such terms and conditions as it deems appropriate for the benefit of the Holders of the Bonds.

Notwithstanding anything in this Purchase and Use Agreement to the contrary, (1) in the event of a termination of the City's interest in any portion of the 2020 Facilities and subsequent thereto the Trustee shall receive a payment for the transfer of its interest in this Purchase and Use Agreement or total rental payments for leasing that are, after the payment of the Corporation's expenses in connection therewith, including fees and expenses of the Trustee, and the payment in full of amounts owed to the Bond Insurer, in excess of the principal amount of the Outstanding Bonds at the time of the Event of Default or Event of Nonappropriation and the interest due and to become due thereon (with amounts so received to be credited first to such interest and then to principal), then such excess shall be paid to the City by the Trustee, its assigns or its lessee and (2) the Trustee shall not be permitted to sell, lease or otherwise dispose of any interest in the Corporation Facilities following an Event of Nonappropriation until the Waiver Period has expired, unless such action is expressly subject to the rights of the Corporation, Trustee or the City, as the case may be, to waive such Event of Nonappropriation.

SECTION 8.3. Limitations on Remedies. A judgment requiring a payment of money may be entered against the City by reason of an Event of Default or Event of Nonappropriation only as to the City's liabilities described in Section 10.1 of this Purchase and Use Agreement.

SECTION 8.4. Cumulative Rights. No remedy conferred upon or reserved to the Corporation or the Trustee by this Purchase and Use Agreement is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Purchase and Use Agreement or now or hereafter existing at law or in equity or by statute. No waiver by the Corporation or the Trustee of any breach by the City of any of its obligations, agreements or covenants hereunder shall be deemed a waiver of any subsequent breach, or a waiver of any other obligation, agreement or covenant, and no delay or failure by the Corporation or the

Trustee to exercise any right or power shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised by the Corporation or the Trustee from time to time and as often as may be deemed expedient.

SECTION 8.5. Discontinuance of Proceedings. In case the Corporation or the Trustee shall have proceeded to enforce any right under this Purchase and Use Agreement and such proceedings shall have been discontinued or abandoned for any reason or shall have been determined adversely to the Corporation or the Trustee, then and in every such case the City, the Corporation and the Trustee shall be restored respectively to their several positions and rights hereunder and all rights, remedies and powers of the City, the Corporation and the Trustee shall continue as though no such proceeding had been taken.

ARTICLE IX CONVEYANCE OF THE 2020 FACILITIES

SECTION 9.1. Optional Purchase of the 2020 Facilities.

(a) Purchase in Full. The City is hereby granted the option to terminate this Purchase and Use Agreement and to purchase the Corporation's interest in the 2020 Facilities not theretofore acquired by the City at any time upon payment by the City of the then applicable Purchase Option Price; provided, however, that no such termination shall relieve the City from its obligation to pay administrative expenses as provided in Section 4.4 hereof until the Series 2020 Bonds have been fully discharged and the Trust Agreement terminated. The City shall notify the Corporation and the Trustee of its intention to exercise this option, on or before the 45th day preceding the date of such purchase or such later date as may be acceptable to the Trustee, but in no event later than the 30th day preceding the date of such purchase, and shall provide funds for such prepayment or such other assurance thereof as may be acceptable to the Trustee. Upon the payment of the Purchase Option Price, the Corporation shall transfer and convey all its remaining interest in the 2020 Facilities to the City in the manner provided in Section 9.2 hereof.

(b) Partial Prepayment of Installment Payments and Purchase. From and after June 1, _____, the City is also granted the option to prepay Installment Payments on the due date of any Base Payments hereunder for the purpose of having such prepayments credited towards the Purchase Option Price of the 2020 Facilities. The City shall notify the Corporation and the Trustee of its intention to exercise this option, on or before the 45th day preceding the date of such prepayment or such later date as may be acceptable to the Trustee, but in no event later than the 30th day preceding the date of such prepayment, and shall provide funds for such prepayment or such other assurance thereof as may be acceptable to the Trustee.

SECTION 9.2. Manner of Conveyance.

(a) Complete Conveyance. At the closing of any purchase or other conveyance of all of the 2020 Facilities pursuant to Section 9.1(a) of this Purchase and Use Agreement, or at the conclusion of the term hereof by the payment of all amounts due hereunder, the Corporation and the Trustee shall execute and deliver to the City all necessary documents assigning, transferring and conveying all interest to the 2020 Facilities by an instrument terminating the Base Lease and this Purchase and Use Agreement and quit claim or special warranty deed, as the case may be, in the form as mutually agreed to by the Trustee, the Corporation and the City, subject to the following:

(i) Permitted Encumbrances, other than this Purchase and Use Agreement and the Trust Agreement;

(ii) all liens, encumbrances and restrictions created or suffered to exist by the Corporation and the Trustee as required or permitted by this Purchase and Use Agreement or the Trust Agreement or arising as a result of any action taken or permitted to be taken by the Corporation or the Trustee as required or permitted by this Purchase and Use Agreement or the Trust Agreement; and

(iii) any lien or encumbrance created by action or inaction of or consented to by the City.

(b) Partial Conveyance Resulting from Partition. Upon any conveyance under Section 2.4 hereof, the Corporation and the Trustee shall execute and deliver to the City all necessary documents assigning, transferring and conveying all interest in the City Facilities by an instrument terminating the Base Lease and this Purchase and Use Agreement with respect to the City Facilities and quit claim or special warranty deed, as the case may be, in the form as mutually agreed to by the Trustee, the Corporation and the City, subject to the following:

(i) Permitted Encumbrances, other than this Purchase and Use Agreement and the Trust Agreement;

(ii) all liens, encumbrances and restrictions created or suffered to exist by the Corporation and the Trustee as required or permitted by this Purchase and Use Agreement or the Trust Agreement or arising as a result of any action taken or permitted to be taken by the Corporation or the Trustee as required or permitted by this Purchase and Use Agreement or the Trust Agreement; and

(iii) any lien or encumbrance created by action or inaction of or consented to by the City.

Neither the Trustee nor the Corporation shall be responsible for the recordation of any deed or other instrument for such purposes.

(c) Partial Conveyance Resulting from Prepayment. Any conveyance resulting from a partial prepayment under Section 9.1(b) hereof shall be made in the manner as all other conveyances with respect to payments on each Bond Payment Date.

ARTICLE X MISCELLANEOUS

SECTION 10.1. Limitation of Liability of the Corporation and the City. Notwithstanding any other provision of this Purchase and Use Agreement, in the event of any default by either the Corporation or the City hereunder or under the Trust Agreement, any liability of the Corporation or the City shall be enforceable only out of its respective interest in the Base Lease and under this Purchase and Use Agreement and the moneys to be paid by the City through the later of the end of the Fiscal Year as to which Base Payments have been appropriated for or the conclusion of any holdover term as provided in Section 2.3 hereof, and there shall be no recourse for any claim based on this Purchase and Use Agreement, the Trust Agreement or the Bonds, against any other property of the Corporation or the City or against any officer or employee, past, present or future, of the Corporation or the City or any successor body as such, either directly or through the Corporation or the City or any such successor body, under any constitutional provision, statute or rule of law or by the enforcement of any assessment or penalty or otherwise, and the liability of the Corporation and the City shall be limited to its interests in the Base Lease and interests under this Purchase and Use Agreement and the moneys to be paid by the City hereunder through the later of the end of the Fiscal Year as to which Base Payments have been appropriated therefor or the conclusion of any holdover term as provided in Section 2.3 hereof, and the lien of any judgment shall be restricted thereto, and there shall be no other recourse by the City against

the Corporation or the Corporation against the City or any of the property now or hereafter owned by it or either of them.

SECTION 10.2. Surrender of Possession Upon Termination. Upon termination hereof or upon termination of all rights of the City hereunder, either by reason of an Event of Default or an Event of Nonappropriation, the City covenants that it will deliver up or cause to be delivered up peaceable possession of such of the 2020 Facilities as are determined under Section 2.4 hereof to be Corporation Facilities together with the related portion of the 2020 Real Property without delay, upon demand made by the Corporation or the Trustee, in good repair and operating condition, excepting reasonable wear and tear and damage, injury or destruction by fire or other casualty which, under the terms hereof, shall not have been repaired, reconstructed or replaced.

SECTION 10.3. Notices. Notices hereunder shall be given to the addresses shown below or to such other address as shall be filed in writing with the parties hereto as follows:

If to the City:

City of Columbia, South Carolina
Attn: City Manager
1737 Main Street
Columbia, South Carolina 29201

If to the Corporation:

Columbia Facilities Corporation
c/o City of Columbia, South Carolina
Attn: City Manager
1737 Main Street
Columbia, South Carolina 29201
(with copy to the City as described above)

If to the Trustee:

Attention: Corporate Trust Department

[If to the Bond Insurer:]

Duplicate copies of each notice, request, complaint, demand or other instrument or document given hereunder by the Corporation or the City to one or more of the others also shall be given to the others. The foregoing parties may designate, by notice given hereunder, any further or different addresses to which any subsequent notice, request, complaint, demand or other instrument or document shall be sent.

SECTION 10.4. Assignments. Except as expressly provided in the Trust Agreement, this Purchase and Use Agreement may not be assigned by either of the parties hereto without the written consent of the other party hereto and the written consent of the Trustee [and the Bond Insurer, if applicable]. Except as provided in Section 8.2 hereof and the provisions of Articles VI and VII of the Trust Agreement, the Trustee shall not be permitted to further assign its interest in this Purchase and Use Agreement. Any assignment in contravention hereof shall be void.

SECTION 10.5. Severability. In case any provision of this Purchase and Use Agreement shall for any reason be held invalid, illegal or unenforceable in any respect, by any court or administrative body of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof and this Purchase and Use Agreement shall be construed as if such provision had never been contained herein.

SECTION 10.6. Amendments. The City and the Corporation may, with the prior consent of the Trustee pursuant to Section 11.1 of the Trust Agreement, but without the consent of the Holder of any Bond, enter into any amendments hereto at any time for any of the following purposes:

- (a) To cure any ambiguity, defect or omission herein or in any amendment hereto; or
- (b) To grant to or confer upon the Corporation any additional rights, remedies, powers, authority or security that lawfully may be granted to or conferred upon it; or
- (c) To add to the covenants and agreements of the City herein contained, or to surrender any right or power herein reserved to or conferred upon the City; or
- (d) To increase the Base Payments hereunder to enable the City to proceed to acquire and install additional assets in addition to the 2020 Facilities or modify the Base Payments hereunder in connection with the issuance of Additional Bonds under the Trust Agreement or the redemption, refunding or defeasance of a series of Bonds; or
- (e) To reflect a change in applicable law; or
- (f) To make any amendments required by Moody's or S&P as a condition to rating the Bonds.

The City and the Corporation may, with notice to but without the prior consent of the Trustee, and without the consent of the Holder of any Bond, enter into any amendments hereto at any time and from time to time (i) to add additional property (including Additional Real Property) to the description of the 2020 Real Property described in Exhibit A hereto, consistent with amendments made pursuant to Section 3.1 of the Base Lease, (ii) under the conditions specified in Section 5.1(c) hereof, to add, delete or modify 2020 Real Property in connection with a release or substitution (as applicable) of other 2020 Real Property, (iii) to release property from the description of the 2020 Real Property described in Exhibit A hereto, consistent with a termination of the Base Lease pursuant to Section 3.6 of the Base Lease, or (iv) to revise the description of Permitted Encumbrances specified in Exhibit C hereto in connection with any of the foregoing amendments.

Notwithstanding anything herein to be the contrary, the parties hereto may execute such amendment or supplement to this Purchase and Use Agreement as may be necessary or desirable (with the advice of Bond Counsel) to correct the legal description of the 2020 Real Property or Permitted Encumbrances applicable thereto in connection with such an amendment to the Base Lease and cause such supplement or a short form and summary thereof to be recorded in appropriate official records.

All other amendments must be approved, if and to the extent required by the Trust Agreement, by the Trustee, the Bond Insurer and the Holders of the Bonds.

SECTION 10.7. Successors and Assigns. All covenants, promises and agreements contained in this Purchase and Use Agreement by or on behalf of or for the benefit of the City or the Corporation, shall bind and inure to the benefit of their respective successors and assigns, whether so expressed or not.

SECTION 10.8. Applicable Law. This Purchase and Use Agreement shall be governed by, and interpreted under, the laws of the State of South Carolina.

SECTION 10.9. Recordation. At the option of the Corporation this Purchase and Use Agreement or a short form and summary hereof may be recorded in appropriate official records.

**[ARTICLE XI
PROVISIONS RELATED TO POLICY]**

[Signature pages to follow]

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WITNESS the due execution of this Installment Purchase and Use Agreement effective as of the date first above written.

(SEAL)

CITY OF COLUMBIA,
SOUTH CAROLINA

WITNESSES:

By: _____
Mayor

Attest: _____
Clerk to Council

(SEAL)

COLUMBIA FACILITIES CORPORATION

WITNESSES:

By: _____
President

Attest: _____
Secretary

STATE OF SOUTH CAROLINA)
)
 COUNTY OF RICHLAND) PROBATE

PERSONALLY appeared before me the undersigned witness, who, on oath says that (s)he saw City of Columbia, South Carolina, by its duly authorized Mayor and Clerk to Council, sign, seal and as its act and deed, deliver the foregoing Installment Purchase and Use Agreement and that (s)he together with the other witness subscribed above, witnessed the execution thereof.

 Witness

SWORN TO AND SUBSCRIBED BEFORE ME
 this ____ day of _____, 2020

 Name: _____
 Notary Public for South Carolina
 My Commission Expires: _____

STATE OF SOUTH CAROLINA)
)
 COUNTY OF RICHLAND) PROBATE

PERSONALLY appeared before me the undersigned witness, who, on oath says that (s)he saw Columbia Facilities Corporation by its duly authorized President and Secretary, sign, seal and as its act and deed, deliver the foregoing Installment Purchase and Use Agreement, and that (s)he together with the other witness subscribed above, witnessed the execution thereof.

 Witness

SWORN TO AND SUBSCRIBED BEFORE ME
 this ____ day of _____, 2020

 Name: _____
 Notary Public for South Carolina
 My Commission Expires: _____

EXHIBIT A**DESCRIPTION OF THE 2020 PROJECTS
AND THE ANCILLARY PROJECTS**

The proceeds of the Series 2020 Bonds are expected to be applied to defray the costs of the following projects:

2020 Projects**Cost**

Municipal Complex – Acquisition, Renovation
and Equipment Costs

\$ _____

Ancillary Projects**Cost**

Various Construction and Renovation Projects, Land
Acquisition Costs and Costs Associated with Acquisition
or Lease of Security Cameras or Video Surveillance Services

\$ _____

Note: All construction or expenditure amounts are estimated.

EXHIBIT B**LEGAL DESCRIPTION OF THE 2020 REAL PROPERTY**

All those pieces, parcels or lots of land excluding all improvements located or to be located thereon and being more particularly described as follows:

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EXHIBIT B-1**CONVEYED IMPROVEMENTS**

All existing improvements located on the 2020 Real Property.

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EXHIBIT C
PERMITTED ENCUMBRANCES

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EXHIBIT D**VALUATION OF 2020 FACILITIES AND
PERCENTAGES THEREOF PURCHASED FROM BASE PAYMENTS**Name of FacilityAssigned Values*

Municipal Complex – 1401 Main Street

* Represents appraised values [including renovation and upfit costs] determined as of the execution date of this Purchase and Use Agreement by the _____ [insurance].

<u>Payment Date</u>	<u>Base Payments Allocated to Purchase Price</u>	<u>Percentage of 2020 Facilities Purchased</u>	<u>Payment Date</u>	<u>Base Payments Allocated to Purchase Price</u>	<u>Percentage of 2020 Facilities Purchased</u>
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EXHIBIT E**BASE PAYMENTS SCHEDULE**

<u>Year</u>	<u>May 20,</u>	<u>November 20,</u>
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EXHIBIT F
CONTINUING DISCLOSURE UNDERTAKING

EXHIBIT D

Form of Trust Agreement

TRUST AGREEMENT

between

COLUMBIA FACILITIES CORPORATION

and

as Trustee

\$ _____
Columbia Facilities Corporation
Installment Purchase Revenue Bonds
(City of Columbia Project) Series 2020

Dated _____, _____

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(This Index is not a part of the Trust Agreement but rather is for convenience of reference only)

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TRUST AGREEMENT

This TRUST AGREEMENT dated _____, _____ (the "Trust Agreement") is made by and between COLUMBIA FACILITIES CORPORATION (the "Corporation"), a nonprofit corporation organized and existing under the laws of the State of South Carolina, and _____, as trustee (the "Trustee"), a national banking association duly organized and validly existing under the laws of the United States, with a corporate trust office located in _____, _____.

WITNESSETH:

WHEREAS, City of Columbia, South Carolina (the "City") is simultaneously herewith entering into a Base Lease and Conveyance Agreement dated of even date herewith (the "Base Lease") with the Corporation, pursuant to which it has leased and will lease certain real property as more particularly described in Exhibit A attached to the Base Lease, as such Exhibit A may be amended from time to time (the "2020 Real Property"), and has conveyed or will convey the Conveyed Improvements (as defined in the Base Lease) described on Exhibit B attached to the Base Lease, to the Corporation; and

WHEREAS, the Corporation is simultaneously herewith entering into an Installment Purchase and Use Agreement dated of even date herewith (the "Purchase and Use Agreement") with the City pursuant to which (1) the Corporation has agreed to make certain improvements comprising the 2020 Projects (as defined herein), which 2020 Projects will be located on the 2020 Real Property (the 2020 Projects are hereinafter included in the definition of 2020 Facilities as defined in the Purchase and Use Agreement), and (2) the City has agreed to purchase the 2020 Facilities from the Corporation under the provisions of the Purchase and Use Agreement in consideration for which the City will be entitled to occupy the 2020 Facilities pending completion of the payment therefor; and

WHEREAS, the Corporation has agreed to pay the City the Base Lease Rent (as defined in the Base Lease) which is expected to be used by the City to refund the Bonds to be Refunded and defray the costs of the Ancillary Projects (as defined herein), which Ancillary Projects will not be located on the 2020 Real Property and will not be subject to either the Base Lease or the Purchase and Use Agreement; and

WHEREAS, in order to defray the costs of the 2020 Projects and to pay the Base Lease Rent, the Corporation will issue \$_____ of its Installment Purchase Revenue Bonds (City of Columbia Project) Series 2020, dated of even date herewith (the "Series 2020 Bonds"), pursuant to the terms of this Trust Agreement; and

WHEREAS, the Corporation desires to enter into this Trust Agreement in order to prescribe the terms and conditions of the Series 2020 Bonds and the security therefor and to provide for the issuance of one or more series of Additional Bonds (the "Additional Bonds" and, together with the Series 2020 Bonds, the "Bonds") to be secured under the terms hereof on a parity with the Series 2020 Bonds, and the Corporation and the Trustee are each authorized to execute and deliver this Trust Agreement and to do or cause to be done all acts provided or required herein to be performed on their respective parts; and

WHEREAS, the Bonds are and will be secured by this Trust Agreement, and the Corporation and the Trustee are each authorized to execute and deliver this Trust Agreement and to do or cause to be done all acts provided or required herein to be performed on their respective parts; and

WHEREAS, as the source of payment and security for the Bonds, the rights of the Corporation

(except for the hereinafter defined Reserved Rights) under the Purchase and Use Agreement, including certain of the payments to be made by the City thereunder, are being assigned to the Trustee hereunder; and

WHEREAS, payment of the scheduled principal and interest on the Series 2020 Bonds will be guaranteed by a municipal bond insurance policy (the "Policy") issued by _____ (the "Bond Insurer"); and

WHEREAS, the Trustee has accepted the trusts created by this Trust Agreement, and in evidence thereof has joined in the execution hereof;

NOW, THEREFORE, THIS TRUST AGREEMENT WITNESSETH, that to secure the payment of the principal of, premium, if any, and interest on the Bonds, to secure the performance and observance of all the covenants, agreements, obligations and conditions contained therein and herein; and to declare the terms and conditions upon and subject to which the Bonds are and are intended to be executed, delivered, held, secured and enforced; and in consideration of the premises and the acceptance by the Trustee of the trusts created herein and of the purchase and acceptance of the Bonds by the Holders thereof, and for other good and valuable consideration, the receipt of which is acknowledged, the Corporation has executed and delivered this Trust Agreement and absolutely assigns hereby and grants a security interest herein to the Trustee, and its successors in trust and assigns, all of the following described collateral, whether presently owned or subsequently acquired by the Corporation (the "Trust Estate"):

Granting Clause First

All right, title and interest of the Corporation in and to the Revenues (as defined herein), including, without limitation, all Installment Payments (as defined in the Purchase and Use Agreement) and other amounts receivable by or on behalf of the Corporation under the Purchase and Use Agreement; subject to certain reserved rights described in Sections 4.2, 4.4, 4.5 and 5.5 of the Purchase and Use Agreement, as described and referenced in Section 4.5 thereof (the "Reserved Rights").

Granting Clause Second

All of the Corporation's right, title, and interest in and to the 2020 Facilities, the Purchase and Use Agreement (except for the Reserved Rights), the Base Lease and the property rights evidenced thereby in the 2020 Real Property, including all of the right, title, and interest of the Corporation in and to (a) all of the rents, issues, profits, revenues, income, receipts, moneys, royalties, rights, and benefits of and from the 2020 Real Property, and from and in connection with the Corporation's ownership of the 2020 Facilities, including, without limiting the generality of the foregoing, rents and revenues under any and all leases of the 2020 Real Property or the 2020 Facilities or any agreement for the operation or management of the 2020 Real Property or the 2020 Facilities, and (b) all leases of all or part of the 2020 Facilities hereafter made, executed, or delivered, whether oral or written, together with any and all renewals, extensions, and modifications thereof and any guarantees of the lessees' obligations thereof and any and all tenant contracts, rental agreements, franchise agreements, management contracts, construction contracts, and other contracts, licenses, and permits now or hereafter affecting the 2020 Facilities, the 2020 Real Property or any part thereof.

Granting Clause Third

All of the Corporation's rights with respect to any contracts for the construction or acquisition of

the 2009 Projects, including without limitation the Acquisition and Construction Contracts (as defined in the Purchase and Use Agreement); any insurance or condemnation proceeds with respect to the 2020 Facilities, the 2020 Real Property or any portion thereof; and the proceeds of any other collateral granted hereunder or assigned hereby as security for the Bonds.

Granting Clause Fourth

All moneys and investments in the funds and accounts (including Other Funds and Accounts) created pursuant to this Trust Agreement (except such funds and accounts as may be created by the Trustee exclusively for the payment of arbitrage rebate related to the Bonds) and all income thereon.

TO HAVE AND TO HOLD unto the Trustee and its successors in that trust and its and their assigns forever;

BUT IN TRUST, NEVERTHELESS, and subject to the provisions hereof, and subject to the Bonds provided for herein and the Purchase and Use Agreement, except as provided otherwise herein, for the equal and proportionate benefit, security and protection of all present and future Holders of the Bonds executed and delivered under and secured by this Trust Agreement; for the enforcement of the payment of Base Payments (as defined herein) by the City when payable, according to the true intent and meaning thereof and of this Trust Agreement; and to secure the performance and observance of, and compliance with the covenants, agreements, obligations, terms and conditions of, this Trust Agreement, in each case, without preference, priority or distinction, as to lien or otherwise, of any one Bond over any other Bond by reason of series designation, number, date of the Bond or of authorization, sale, execution, delivery or maturity thereof, or otherwise, so that each of the Bonds shall have the same right, lien and privilege under this Trust Agreement as all other Bonds and shall be secured equally and ratably hereby, it being intended that the lien and security of this Trust Agreement shall take effect from the date hereof, without regard to the date of the actual execution, delivery, sale or disposition of the Bonds as though upon that date all of the Bonds were actually executed, sold and delivered to purchasers for value; provided, however, that the amounts on deposit in the subaccounts, if any, of the Facilities Purchase Account and Reserve Account established for a particular series of Bonds shall be available solely for the benefit of such series (and for no other series) of Bonds; and provided, further, that

(i) if the principal of the Bonds and premium, if any, and the interest due or to become due with respect thereto shall be well and truly paid, at the times and in the manner to which reference is made in the Bonds, according to the true intent and meaning thereof, or the Outstanding Bonds of a particular series shall have been paid and discharged in accordance with Article IX hereof; and

(ii) if all of the covenants, agreements, obligations, terms and conditions of the Corporation under this Trust Agreement shall have been kept, performed and observed and there shall have been paid to the Trustee, as such and as the Paying Agent (as defined herein), all sums of money due or to become due to it in accordance with the terms and provisions hereof, then, this Trust Agreement and the rights assigned hereby shall cease, determine and be void with respect to the Bonds, except as provided in Section 9.2 hereof with respect to the survival of certain provisions hereof; otherwise, this Trust Agreement shall be and remain in full force and effect.

It is declared that all Bonds executed and delivered hereunder and secured hereby are to be executed, authenticated and delivered, and that all property assigned hereby is to be dealt with and disposed of under, upon and subject to the terms, conditions, stipulations, covenants, agreements, obligations, trusts, uses and purposes provided in this Trust Agreement. The Corporation and the Trustee have each agreed and covenanted, and agree and covenant with each other and with each and all Holders,

as follows:

ARTICLE I DEFINITIONS

SECTION 1.1. Definitions. Capitalized terms not otherwise defined herein shall have the meanings provided therefor in the Purchase and Use Agreement or the Base Lease, as the context would allow. In addition, the following terms shall have the meanings set forth below:

“2020 Facilities” shall have the meaning set forth in the Purchase and Use Agreement.

“2020 Facilities Purchase Sub-Account” means the subaccount by that name established in the Facilities Purchase Account of the Bond Fund.

“2020 Real Property” shall have the meaning set forth in the Recitals hereof.

[“2020 Reserve Requirement” means as of the date of delivery of the Series 2020 Bonds, the least of (i) ten percent of the principal amount of the Series 2020 Bonds (less any original issue discount when such original issue discount represents more than a de minimis amount); (ii) the greatest remaining principal and interest requirements with respect to the Series 2020 Bonds for any Fiscal Year; or (iii) 125 percent of the average remaining principal and interest requirements with respect to the Series 2020 Bonds for any Fiscal Year.]

“2020 Reserve Sub-Account” means the subaccount by that name established in the Reserve Account of the Bond Fund.

“Additional Ancillary Projects” means improvements acquired, developed and constructed with proceeds of Additional Bonds, but not made subject to the Base Lease or the Purchase and Use Agreement.

“Additional Bonds” means any Bonds issued pursuant to this Trust Agreement after the issuance of the Series 2020 Bonds and secured by the Trust Estate on a parity with the Series 2020 Bonds under the terms of this Trust Agreement.

“Additional Facilities” means any public facilities of the City proposed to be acquired, constructed or improved by the Corporation with the proceeds of Additional Bonds and made subject to the Purchase and Use Agreement and the Base Lease.

“Additional Payments” shall have the meaning set forth in the Purchase and Use Agreement.

“Additional Real Property” means any real property in addition to the 2020 Real Property that is or will become the site of Additional Facilities.

“Administrative Fee” means any program or other similar fees (including but not limited to annual facilities review fees) charged by the program administrator of the South Carolina Association of Government Organizations or any other reasonable fees and expenses of the Corporation or the Trustee (including legal fees and expenses), in each case in connection with the Bonds, this Trust Agreement, the Purchase and Use Agreement or the Base Lease.

“Ancillary Projects” shall have the meaning set forth in the Purchase and Use Agreement.

“Authorized Financial Representative” means such person designated by the Corporation and the City as being authorized to act as the Corporation’s agent to provide directions with respect to the investment or reinvestment of amounts held by the Trustee or Custodian, as applicable, in funds and accounts established under this Trust Agreement, which designation may be evidenced by a written certificate or letter signed by any officer of the Corporation and the City Manager or Assistant City Manager for Finance and Economic Services of the City delivered to the Trustee or Custodian, as applicable, and may be revoked, rescinded or replaced by a similar certificate or letter at any time.

“Base Lease” means the Base Lease and Conveyance Agreement dated of even date herewith, between the City and the Corporation, as the same may be amended, modified or supplemented from time to time.

“Base Payments” shall have the meaning set forth in the Purchase and Use Agreement.

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

“Bond” or “Bonds” means the Series 2020 Bonds and any Additional Bonds issued and secured under the terms hereof.

“Bond Counsel” means a firm of nationally recognized bond counsel experienced in matters of tax-exempt finance as shall be acceptable to the Trustee.

“Bond Fund” means the Bond Fund established pursuant to Section 5.3 hereof.

“Bond Insurer” means _____ or any successor thereto, as issuer of the Policy.

“Bond Payment Date” means _____ 1 and _____ 1 of each year, on and after _____ 1, 2020, while there are any unpaid or Outstanding Bonds.

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

“Business Day” shall mean any day of the week other than Saturday, Sunday or a day which shall be in the State or the state in which the Principal Office of the Trustee is located a legal holiday or a day on which banking corporations are authorized or obligated by law or executive order to close or a day on which the New York Stock Exchange is closed.

“City” means City of Columbia, South Carolina.

“City Representative” means the person or persons at the time designated to act on behalf of the City in matters relating to the Base Lease, the Purchase and Use Agreement or this Trust Agreement as

evidenced by a written certificate furnished to the Corporation and the Trustee containing the specimen signature of such person or persons and signed on behalf of the City by the City Manager or Assistant City Manager for Finance and Economic Services of the City. Such certificate may designate an alternate or alternates each of whom shall be entitled to perform all duties of the City Representative.

“Code” means the Internal Revenue Code of 1986, as amended from time to time, or any successor internal revenue laws of the United States enacted by the Congress of the United States in replacement thereof. References to the Code and sections of the Code include relevant applicable regulations, temporary regulations and proposed regulations thereunder and any successor provisions to those sections, regulations, temporary regulations or proposed regulations.

“Corporation” means Columbia Facilities Corporation, a nonprofit corporation formed under the laws of the State, and its successors and assigns.

“Corporation Representative” means the person or persons at the time designated to act on behalf of the Corporation in matters relating to the Base Lease, the Purchase and Use Agreement and this Trust Agreement as evidenced by a written certificate furnished to the City and the Trustee containing the specimen signature of such person or persons and signed on behalf of the Corporation by its President or any Vice President. Such certificate may designate an alternate or alternates, each of whom shall be entitled to perform all duties of the Corporation Representative.

“Council” means the City Council of the City, as the governing body of the City, and any successor body.

“Counsel” means an attorney duly admitted to practice law before the highest court of any state and, without limitation, may include legal counsel for either the City or the Corporation.

“Custodian” shall have the meaning set forth in Section 5.2 hereof.

“Defeasance Obligations” means (a) cash; or (b) Permitted Investments that are (1) Government Obligations (provided that, with respect to Government Obligations of agencies, only securities which are fully guaranteed as to the timely payment of principal and interest by the United States of America issued by the following agencies may be eligible: (A) U.S. Export-Import Bank; direct obligations or fully guaranteed certificates of beneficial ownership, (B) Farmers Home Administration: certificates of beneficial ownership; (C) Federal Financing Bank; (D) General Services Administration: participation certificates; (E) U.S. Maritime Administration: guaranteed Title XI financing; (F) U.S. Department of Housing and Urban Development: project notes; (G) Local Authority bonds; (H) New Communities Debentures - U.S. government guaranteed debentures; or (I) U.S. Public Housing notes and bonds - U.S. government guaranteed public housing bonds), or (2) senior lien bonds or debentures issued by any Federal Home Loan Bank or consolidated bonds or debentures issued as senior obligations by the Federal Home Loan Bank Board; or (c) any legally permissible combination of any of the foregoing. Defeasance Obligations must be noncallable.

“Event of Default” means an Event of Default under Section 7.1 hereof.

“Event of Nonappropriation” shall have the meaning set forth in the Purchase and Use Agreement.

“Extraordinary Services” and “Extraordinary Expenses” means all services rendered and all reasonable expenses properly incurred by the Trustee under this Trust Agreement, other than Ordinary

Services and Ordinary Expenses.

“Facilities Purchase Account” means the account of such name within the Bond Fund established pursuant to Section 5.3 hereof.

“Favorable Opinion of Bond Counsel” means, with respect to any requested action under this Trust Agreement, a written legal opinion of Bond Counsel, addressed to the Corporation, the Trustee and the City, to the effect that such action is authorized or permitted under this Trust Agreement and will not adversely impact the exclusion of interest on the Series 2020 Bonds from gross income for purposes of federal income taxation (subject to customary exceptions).

[“Federal Tax Certificate” means the Federal Tax Certificate dated the date of the initial delivery of the Series 2020 Bonds of the City and the Corporation.]

“Financed Facilities” means the 2020 Facilities.

“Fiscal Year” shall have the meaning set forth in the Purchase and Use Agreement.

“Government Obligations” means any of the following:

(a) direct obligations of the United States of America or agencies thereof or obligations, the payment of principal or interest on which, in the opinion of the Attorney General of the United States, is fully and unconditionally guaranteed by the United States of America;

(b) non-callable U.S. Treasury Certificates, Notes and Bonds (including State and Local Government Series – “SLGS”); and

(c) non-callable direct obligations of the U.S. Treasury which have been stripped by the U.S. Treasury; and

(d) prerefunded municipal bonds which are rated “Aaa” by Moody’s or “AAA” by S&P.

“Holder” or “Holder of a Bond” or “Bondholder” means the Person in whose name a Bond is registered on the Register.

“Initial Bonds” means the Series 2020 Bonds initially issued under the Book-Entry System as provided in Section 3.17 hereof.

“Installment Payments” means the amounts required to be paid to the Corporation by the City pursuant to Sections 4.1, 4.2 and 4.4 of the Purchase and Use Agreement.

[“Insurer Default” means (A) the Bond Insurer fails to make any payment under the Policy when due and owing in accordance with its terms; or (B) the Bond Insurer (i) voluntarily commences any proceeding or files any petition seeking relief under the United States Bankruptcy Code or any other Federal, state or foreign bankruptcy, insolvency or similar law, (ii) consents to the institution of or fails to controvert in a timely and appropriate manner, any such proceeding or the filing of any such petition, (iii) applies for or consents to the appointment of a receiver, trustee, custodian, sequestrator or similar official for such party or for a substantial part of its property, (iv) files an answer admitting the material allegations of a petition filed against it in any such proceeding, (v) makes a general assignment for the benefit of creditors, or (vi) takes action for the purpose of effecting any of the foregoing; (C) the Policy is declared null and void or unenforceable in a final

determination by a court of law; or (D) any state or federal agency or instrumentality orders the suspension of payments on the Policy or obtains an order or grant approval for the rehabilitation, liquidation, conservation or dissolution of the Bond Insurer (including without limitation under the New York Insurance Law).]

“Moody's” means Moody's Investors Service Inc., or its successors or assigns.

“Ordinary Services” and “Ordinary Expenses” means those services normally rendered, and those expenses normally incurred, by a trustee, registrar or paying agent under instruments similar to this Trust Agreement.

“Other Funds and Accounts” shall have the meaning set forth in Section 5.3(h) hereof.

“Outstanding” or “outstanding,” when used with reference to the Bonds, means, as of the applicable date, all the Bonds which have been executed and delivered, or which are being delivered by the Trustee under this Trust Agreement, except:

(a) Bonds cancelled upon surrender, exchange or transfer, or cancelled because of payment or redemption on or prior to that date;

(b) Bonds, or the portions thereof, for the payment, redemption or purchase for cancellation of which sufficient money has been deposited and credited with the Trustee pursuant to the provisions of this Trust Agreement on or prior to that date for that purpose (whether upon or prior to the maturity date of those Bonds);

(c) Bonds or the portion thereof, which are deemed to have been paid and discharged or caused to have been paid and discharged pursuant to the provisions of this Trust Agreement; and

(d) Bonds in lieu of which others have been executed and delivered under Section 3.12 of this Trust Agreement.

“Participant” means any bank, brokerage house or other financial institution for whom, from time to time, the Securities Depository effects book-entry transfers and pledges of securities deposited with the Securities Depository.

“Paying Agent” means the Trustee acting in that capacity.

“Permitted Investments” means (a) any one or more of the investments now or hereafter permitted by applicable State law, including but not limited to Sections 6-5-10 or 11-1-60, Code of Laws of South Carolina 1976, as amended and in effect from time to time (with respect to the investment of funds of a political subdivision); and (b) the South Carolina Pooled Investment Fund or similar State administered pool investment fund or as otherwise may be limited pursuant to a Supplemental Agreement; provided, however, that for purposes of clarification, Permitted Investments may include the following securities but may also be modified in a Supplemental Agreement with respect to a particular series of Bonds:

(a) Government Obligations, which are also:

(i) direct obligations (other than an obligation subject to variation in principal repayment) of the United States of America (“United States Treasury Obligations”),

(ii) obligations fully and unconditionally guaranteed as to timely payment of principal

and interest by the United States of America,

(iii) obligations fully and unconditionally guaranteed as to timely payment of principal and interest by any agency or instrumentality of the United States of America when such obligations are backed by the full faith and credit of the United States of America, or

(iv) evidences of ownership of proportionate interests in future interest and principal payments on obligations described above held by a bank or trust company as custodian, under which the owner of the investment is the real party in interest and has the right to proceed directly and individually against the obligor and the underlying government obligations are not available to any person claiming through the custodian or to whom the custodian may be obligated;

(b) Federal Housing Administration debentures;

(c) The listed obligations of government-sponsored agencies which are not backed by the full faith and credit of the United States of America:

(i) Federal Home Loan Mortgage Corporation (FHLMC) obligations,

(ii) Participation certificates (excluded are stripped mortgage securities which are purchased at prices exceeding their principal amounts) - Senior Debt obligations,

(iii) Farm Credit Banks (formerly: Federal Land Banks, Federal Intermediate Credit Banks and Banks for Cooperatives) - Consolidated system-wide bonds and note,

(iv) Federal Home Loan Banks (FHL Banks) - Consolidated debt obligations,

(v) Federal National Mortgage Association (FNMA) Senior debt obligations and mortgage-backed securities (excluded are stripped mortgage securities which are purchased at prices exceeding their principal amounts),

(vi) Student Loan Marketing Association (SLMA) Senior debt obligations (excluded are securities that do not have a fixed par value and/or whose terms do not promise a fixed dollar amount at maturity or call date),

(vii) Financing Corporation (FICO) - Debt obligations, and

(viii) Resolution Funding Corporation (REFCORP) - Debt obligations;

(d) Unsecured certificates of deposit, time deposits, and bankers' acceptances (having maturities of not more than 30 days) of any bank the short-term obligations of which at the time of investment are rated "A-1" or better by S&P, including the Trustee or its affiliates;

(e) Deposits the aggregate amount of which are fully insured by the Federal Deposit Insurance Corporation (FDIC), in banks which have capital and surplus of at least \$5 million, including the Trustee or its affiliates;

(f) Commercial paper (having original maturities of not more than 270 days) rated (at the time of purchase) "A-1+" by S&P and "Prime-1" by Moody's;

(g) Money market funds rated (at the time of purchase) “AAm” or “AAm-G” by S&P, or better, including those offered by the Trustee or its affiliates;

(h) State Obligations;

(i) Pre-refunded municipal obligations rated “AAA” by S&P and “Aaa” by Moody's meeting the following requirements:

(i) (A) the municipal obligations are not subject to redemption prior to maturity or (B) the trustee for the municipal obligations has been given irrevocable instructions concerning their call and redemption and the issuer of the municipal obligations has covenanted not to redeem such municipal obligations other than as set forth in such instructions,

(ii) the municipal obligations are secured by cash or United States Treasury Obligations which may be applied only to payment of the principal of, interest and premium on such municipal obligations,

(iii) the principal of and interest on the United States Treasury Obligations (plus any cash in the escrow) has been verified by the report of independent certified public accountants to be sufficient to pay in full all principal of, interest, and premium, if any, due and to become due on the municipal obligations (“Verification”),

(iv) the cash or United States Treasury Obligations serving as security for the municipal obligations are held by an escrow agent or trustee in trust for owners of the municipal obligation,

(v) no substitution of a United States Treasury Obligation shall be permitted except with another United States Treasury Obligation and upon delivery of a new Verification, and

(vi) the cash or United States Treasury Obligations are not available to satisfy any other claims, including those by or against the trustee or escrow agent;

(j) Repurchase agreements with (1) any domestic bank, or domestic branch of a foreign bank, the long term debt of which is rated at least “A-” or “A3” by S&P and Moody's; or (2) any broker-dealer with “retail customers” or a related affiliate thereof which broker-dealer has, or the parent company (which guarantees the provider) of which has, long-term debt rated at least “A-” or “A3” by S&P and Moody's, which broker-dealer falls under the jurisdiction of the Securities Investors Protection Corporation; or (3) any other entity rated “A-” or “A3” or better by S&P and Moody's, provided that:

(i) The market value of the collateral is maintained at levels and upon such conditions as would be acceptable to S&P and Moody's to maintain, if applicable, an “A-” or “A3” rating in an “A-” or “A3”-rated (as applicable) structured financing (with a market value approach) or, if not applicable, at levels satisfactory to the Corporation;

(ii) The Trustee or a third party acting solely as agent therefor or for the Corporation (the “Holder of the Collateral”) has possession of the collateral or the collateral has been transferred to the Holder of the Collateral in accordance with applicable state and federal laws (other than by means of entries on the transferor's books);

(iii) The repurchase agreement states and an opinion of counsel is rendered at the time such collateral is delivered that, to the extent permitted by law in effect in the State, including the

Uniform Commercial Code, the Holder of the Collateral has a perfected first priority security interest in the collateral, any substituted collateral and all proceeds thereof (in the case of bearer securities, this means the Holder of the Collateral is in possession);

(iv) All other requirements, if any, of S&P or Moody's (as applicable) in respect of repurchase agreements are met; and

(v) The repurchase agreement provides that if during its term the provider's rating by either Moody's or S&P is withdrawn or suspended or falls below "A-" by S&P and "A3" by Moody's, as appropriate, the provider must, at the direction of the Corporation or the Trustee, within ten days of receipt of such direction, repurchase all collateral and terminate the agreement, with no penalty or premium to the Corporation or Trustee.

Notwithstanding the above, if a repurchase agreement has a term of 270 days or less (with no evergreen provision), collateral levels need not be as specified in (i) above, so long as such collateral levels are 103% or better and the provider is rated at least "A" by S&P or Moody's, respectively;

(k) Investment agreements with a domestic or foreign bank or corporation (other than a life or property casualty insurance company) the long-term debt of which, or, in the case of a guaranteed corporation the long-term debt, or, in the case of a monoline municipal bond insurance company, claims paying ability, of the guarantor is rated at least "AA" by S&P or "Aa" by Moody's; provided that, by the terms of the investment agreement:

(i) interest payments are to be made to the Trustee at times and in amounts as necessary to pay debt service (or, if the investment agreement is for the construction fund, construction draws) on such Series of Bonds;

(ii) the invested funds are available for withdrawal without penalty or premium, at any time upon not more than seven days' prior notice; and the Corporation and the Trustee agree to give or cause to be given notice in accordance with the terms of the investment agreement so as to receive funds thereunder with no penalty or premium paid;

(iii) the investment agreement states that is the unconditional and general obligation of, and is not subordinated to any other obligation of, the provider thereof or, if the provider is a bank, the agreement or the opinion of counsel states that the obligation of the provider to make payments thereunder ranks pari passu with the obligations of the provider to its other depositors and its other unsecured and unsubordinated creditors;

(iv) the Corporation or the Trustee receives the opinion of domestic counsel (which opinion is addressed to the Corporation) that such investment agreement is legal, valid, binding and enforceable upon the provider in accordance with its terms and of foreign counsel (if applicable) in form and substance acceptable, and addressed to, the Corporation;

(v) the investment agreement provides that if during its term

(A) the provider's rating by either S&P or Moody's falls below "AA-" and "Aa3," as appropriate, the provider will, at its option, within ten days of receipt of publication of such downgrade, either (i) collateralize the investment agreement by delivering or transferring in accordance with applicable State and federal laws (other than by means of entries on the provider's books) to the Corporation, the Trustee or the Holder of the

Collateral, collateral free and clear of any third-party liens or claims the market value of which collateral is maintained at levels and upon such conditions as would be acceptable to S&P and Moody's to maintain an "A" rating in an "A" rated structured financing (with a market value approach); or (ii) repay the principal of and accrued but unpaid interest on the investment, and

(B) the provider's rating by either S&P or Moody's is withdrawn or suspended or falls below "A-" and "A3," as appropriate, the provider must, at the direction of the Corporation or the Trustee, within ten days of receipt of such direction, repay the principal of and accrued but unpaid interest on the investment, in either case with no penalty or premium to the Corporation or Trustee;

(vi) the investment agreement shall state and an opinion of counsel shall be rendered, in the event collateral is required to be pledged by the provider under the terms of the investment agreement, at the time such collateral is delivered, that, to the extent permitted by law in effect in the State, including the Uniform Commercial Code, the Holder of the Collateral has a perfected first priority security interest in the collateral, any substituted collateral and all proceeds thereof (in the case of bearer securities, this means the Holder of the Collateral is in possession);

(vii) the investment agreement must provide that if during its term

(A) the provider shall default in its payment obligations, the provider's obligations under the investment agreement shall, at the direction of the Corporation or the Trustee, be accelerated and amounts invested and accrued but unpaid interest thereon shall be repaid to the Corporation or Trustee, as appropriate, and

(B) the provider shall become insolvent, not pay its debts as they become due, be declared or petition to be declared bankrupt, etc. ("event of insolvency"), the provider's obligations shall automatically be accelerated and amounts invested and accrued but unpaid interest thereon shall be repaid to the Corporation or Trustee, as appropriate.

"Person" or words importing "persons" means firms, associations, partnerships (including without limitation, general and limited partnerships), joint ventures, societies, estates, trusts, corporations, public or governmental bodies, other legal entities and natural persons.

["Policy" means the municipal bond insurance policy issued by the Bond Insurer, relating to the Series 2020 Bonds.]

"Principal Office" used with respect to the Trustee in its capacity as Trustee or Paying Agent, means the designated office of the Trustee, initially its corporate trust office located in _____, _____, at which the Trustee conducts corporate trust business.

"Project Fund" means the Project Fund established pursuant to Section 5.2 hereof.

"Purchase and Use Agreement" means the Installment Purchase and Use Agreement dated of even date herewith, between the Corporation, as seller, and the City, as buyer, as the same may be amended, modified or supplemented from time to time.

"Purchase Option Price" shall have the meaning set forth in the Purchase and Use Agreement.

“Record Date” means either a Regular Record Date or a Special Record Date as the case may be.

“Register” means the books kept and maintained by the Trustee for registration and transfer of Bonds pursuant to Section 3.13 hereof.

“Regular Record Date” means, with respect to any Bond, the fifteenth day next preceding a Bond Payment Date applicable to such Bond.

“Repair and Replacement Fund” means the Repair and Replacement Fund established pursuant to Section 5.4 hereof.

“Reserve Account” means the account of such name, if any, within the Bond Fund established pursuant to Section 5.3 hereof.

“Reserve Requirement” means, with respect to the Series 2020 Bonds, the 2020 Reserve Requirement and, with respect to a series of Additional Bonds, such reserve requirement (if any) set forth in the Supplemental Agreement authorizing the issuance of such series of Additional Bonds.

“Reserve Surety” shall have the meaning set forth in Section 5.3(g) hereof.

“Reserved Rights” means the Corporation’s rights pursuant to Sections 4.2, 4.4 and 4.5 of the Purchase and Use Agreement, to receive indemnification and other payments and its right to receive certain notices thereunder.

“Revenues” means, with respect to the Bonds, (i) the Installment Payments under the Purchase and Use Agreement, (ii) all other moneys received or to be received by the Trustee under the Purchase and Use Agreement from the lease, sale or other disposition of the 2020 Facilities, (iii) any monies and investments in the Bond Fund (including the Facilities Purchase Account and the Reserve Account) and the Repair and Replacement Fund, and (iv) all income and profit from the investment of the foregoing moneys.

“S&P” means Standard & Poor's Credit Markets Service, a Division of The McGraw-Hill Companies, Inc., or its successors or assigns.

“Securities Depository” means any securities depository that is a “clearing corporation” within the meaning of the New York Uniform Commercial Code and a “clearing agency” registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934, operating and maintaining, with its Participants or otherwise, a Book-Entry System to record ownership of beneficial interests in the Bonds, and to effect transfers of the Bonds, in Book-Entry Form, and includes and means, initially, The Depository Trust Company (a limited purpose trust company), New York, New York.

“Securities Depository Nominee” means, with respect to any Securities Depository, such Securities Depository or the nominee of such Securities Depository in whose name the Bonds shall be registered on the Register during the time such Bonds are held under a Book-Entry System through such Securities Depository.

“Series 2020 Bond” or “Series 2020 Bonds” means \$_____ Installment Purchase Revenue Bonds (City of Columbia Project) Series 2020, of the Corporation; dated of even date herewith, authorized by and secured under this Trust Agreement.

“Special Record Date” means, with respect to any Bond, the date established by the Trustee in connection with the payment of overdue interest on that Bond pursuant to Section 3.5 hereof.

“State” means the State of South Carolina.

“State Obligations” means:

(i) direct general obligations of any state of the United States of America or any subdivision or agency thereof to which is pledged the full faith and credit of such state, subdivision or agency thereof, the unsecured general obligation debt of which is rated “A3” by Moody’s and “A” by S&P, or better, or any obligation fully and unconditionally guaranteed by any state, subdivision or agency whose unsecured general obligation debt is so rated,

(ii) direct general short-term obligations of any state agency or subdivision or agency thereof described in (i) above and rated “A-1+” by S&P and “MIG-1” by Moody’s, and

(iii) Special Revenue Bonds (as defined in the United States Bankruptcy Code) of any state, state agency or other subdivision or political unit thereof, rated “AA” or better by S&P and “Aa” or better by Moody’s.

“Supplemental Agreement” means any agreement supplemental to this Trust Agreement entered into between the Corporation and the Trustee in accordance with Article VIII hereof.

“Trust Agreement” means this Trust Agreement dated _____, _____, by and between the Corporation and the Trustee, as the same may be amended, modified or supplemented by any Supplemental Agreement.

“Trust Estate” means the Trust Estate described in the Granting Clauses hereto.

“Trustee” means _____, or any successor Trustee that may become the Trustee pursuant to the applicable provisions of this Trust Agreement.

“Underwriter” means _____, as Underwriter.

SECTION 1.2. Interpretation. Any reference to a section or provision of the Constitution of the State, or to a section, provision or chapter of the Code of Laws of South Carolina 1976, as amended, or to any statute of the United States of America, includes that section, provision or chapter as amended, modified, revised, supplemented or superseded from time to time; provided, that no amendment, modification, revision, supplement or superseding section, provision or chapter shall be applicable solely by reason of this paragraph, if it constitutes in any way an impairment of the rights or obligations of the City, the Corporation, the Holders, or the Trustee under this Trust Agreement, the Bonds, the Base Lease, the Purchase and Use Agreement or any other instrument or document entered into in connection with any of the foregoing, including without limitation, any alteration of the obligation to pay principal, premium, if any, or interest on the Bonds in the amount and manner, at the times, and from the sources provided in this Trust Agreement, except as permitted herein.

Unless the context indicates otherwise, words implying the singular number include the plural number, and vice versa. The terms “hereof,” “hereby,” “herein,” “hereto,” “hereunder,” “hereinafter” and similar terms refer to this Trust Agreement; and the term “hereafter” means after, and the term “heretofore” means before the date of this Trust Agreement. Words of any gender generally include the

correlative words of the other gender, unless the sense indicates otherwise.

References to sections, articles or exhibits, unless otherwise indicated, are to sections and articles of or exhibits to this Trust Agreement.

SECTION 1.3. Captions and Headings. The captions and headings in this Trust Agreement are solely for convenience of reference and in no way define, limit or describe the scope or intent of any Articles, Sections, subsections, paragraphs, subparagraphs or clauses hereof.

ARTICLE II RECITALS AND REPRESENTATIONS

SECTION 2.1. Base Lease and Purchase and Use Agreement. The Corporation and the City are simultaneously herewith entering into (i) the Base Lease under which the City is leasing its interest in the 2020 Real Property, and is conveying its interest in the Conveyed Improvements owned by it, to the Corporation and (ii) the Purchase and Use Agreement under the terms of which the City has arranged with the Corporation for the acquisition and installation, renovation, construction and reconstruction, and for the sale to and use and occupancy by the City, of the 2020 Real Property and 2020 Facilities (as applicable).

SECTION 2.2. Installment Payments. Under the Purchase and Use Agreement, the City is obligated to pay to the Corporation or its assigns during the term thereof Installment Payments for the purchase of the 2020 Facilities, subject to the occurrence of an Event of Nonappropriation as set forth in Section 4.7 of the Purchase and Use Agreement, and subject to the City's right to exercise its purchase option as set forth in Section 9.1 of the Purchase and Use Agreement.

SECTION 2.3. Assignment and Conveyance.

(a) For the purpose of securing the payment of the Bonds, the Corporation has assigned, and granted a security interest in, the Trust Estate to the Trustee under the granting clauses hereto. The Corporation hereby represents and confirms that it has full legal power and authority to assign the Trust Estate as enumerated in the granting clauses hereto and that no assignment thereof has been made except to the Trustee. Notwithstanding anything in this Trust Agreement to the contrary, the Corporation shall be required to take any action required of it pursuant to the Purchase and Use Agreement, the Base Lease and any other contracts or agreements for which the Corporation's rights thereunder have been assigned to the Trustee as part of the Trust Estate, unless the Trustee is acting on behalf of the Corporation pursuant to such assignment.

(b) The Corporation and the Trustee intend for this Trust Agreement to be a security agreement within the meaning of the Uniform Commercial Code as adopted by the State (the "UCC"). The intent of the Corporation is to provide to the Trustee, to the fullest extent that the Trust Estate now or hereafter may be subject to a security interest under the UCC, the security interest in the Trust Estate including all presently-owned, or after-acquired property constituting all or a portion of the Trust Estate. The Corporation agrees to prepare, execute (as applicable) and file all initial financing statements necessary to perfect this security interest or other statutory liens held by the Trustee, to the extent required by applicable law, and provide copies of such financing statements to the Trustee. The Trustee shall prepare and file any restatements, extensions, continuations, renewals or amendments thereof for which the Trustee is the secured party, in such form as the Trustee may require to continue the perfection of this security interest or other statutory liens held by the Trustee, to the extent required by applicable law and

to the extent the pertinent facts necessitating any such restatements, extensions, continuations, renewals or amendments thereof are known to a responsible office of the Trustee, and the Trustee shall provide copies of any such restatements, extensions, continuations, renewals or amendments so filed to the Corporation. With respect to any of the Trust Estate in which a security interest is not perfected by the filing of a financing statement, the Corporation consents and agrees to undertake, and the Trustee agrees to cooperate fully with the Corporation, to perfect the security interest granted to the Trustee in the Trust Estate. During the term of the Purchase and Use Agreement, the Trustee may exclusively rely on the City to operate the 2020 Facilities and the 2020 Real Property in accordance with all laws, ordinances, rules and regulations, including without limitation, Environmental Laws (as defined in the Purchase and Use Agreement).

(c) The Corporation and the Trustee intend for this Trust Agreement to be a collateral assignment of all rents, leases, issues and profits created by, or arising out of any right, title or interest of the Corporation in the Trust Estate, including without limitation, all leases, rents, issues, and profits arising out of the Base Lease, the Purchase and Use Agreement, and any future lease or leases now or hereinafter entered into by the Corporation.

SECTION 2.4. Powers and Trusts Granted. All acts, conditions and things required by law to exist, happen and be performed precedent to and in connection with the execution and entering into of this Trust Agreement have happened and have been performed in regular and due time, form and manner as required by law, and the parties hereto are now duly empowered to execute and enter into this Trust Agreement.

SECTION 2.5. Other Security Documents. The Corporation shall cause this Trust Agreement (or an assignment agreement of the Corporation in favor of the Trustee, in lieu hereof) and any financing statements relating hereto, to be filed, in such manner and at such places as may be required by law fully to protect the security of the Holders of the Bonds and the right, title and interest of the Trustee in and to the 2020 Facilities, the 2020 Real Property and the Trust Estate created by this Trust Agreement or any part thereof. The Corporation will cause the Base Lease, the Purchase and Use Agreement and any related instruments or documents, to be recorded and filed in the manner and in the places which may be required by law in order to preserve and protect fully the security of the Holders and the rights of the Trustee hereunder. The Corporation shall execute or cause to be executed any and all further instruments as may be necessary for such protection of the interests of the Holders of the Bonds until the principal of and interest of the Bonds issued hereunder shall have been paid. The Trustee shall execute or join in the execution of any such further or additional instrument and file or join in the filing thereof at such time or times and in such place or places as may be requested by the Corporation in writing to perfect and to preserve the Trust Estate created by this Trust Agreement or any part thereof until the Bonds shall have been paid or discharged in the manner hereinafter provided.

ARTICLE III AUTHORIZATION AND TERMS OF BONDS

SECTION 3.1. Principal Amount of Series 2020 Bonds; Designation of Series 2020 Bonds; Conditions to Delivery.

(a) Pursuant to the provisions of this Trust Agreement, there are hereby authorized to be issued one or more series of revenue bonds of the Corporation. Upon the execution and delivery hereof, there are hereby authorized the Series 2020 Bonds. Any subsequent Bonds issued on a parity with the Series 2020 Bonds shall be designated “Columbia Facilities Corporation, Installment Purchase [Refunding] Revenue Bonds (City of Columbia Project)” with such further and other designation as may be necessary to

identify such series of Additional Bonds and the purposes therefor.

(b) Upon the execution and delivery of this Trust Agreement, and satisfaction of the conditions established by this Trust Agreement and the Purchase and Use Agreement for delivery of the Series 2020 Bonds, the Corporation shall execute and the Trustee shall authenticate and deliver the Series 2020 Bonds to, or to the order of, the Underwriter.

(c) Before the Trustee authenticates and delivers any of the Series 2020 Bonds, the Trustee shall have received a request and authorization from the City and the Corporation, signed on their behalf by a City Representative and a Corporation Representative, respectively, to authenticate and deliver the Series 2020 Bonds to, or to the order of, the Underwriter, upon payment to the Trustee of the amount specified therein, which amount shall be deposited as provided in Section 5.1 hereof. Executed copies of the following shall be submitted with the request:

- (i) This Trust Agreement;
- (ii) The Base Lease;
- (iii) The Purchase and Use Agreement; and
- [(iv) The Federal Tax Certificate.]

(d) The Bonds and the interest thereon and redemption premium, if any, shall be an obligation of the Corporation, and shall be secured by and payable from the Trust Estate. The Bonds do not and shall not be deemed to constitute or create an indebtedness, liability or obligation of the City within the meaning of any State constitutional provision or statutory limitation or a pledge of the full faith, credit or taxing power of the City. The Bonds and the interest thereon are payable from and secured by the Trust Estate as described in and subject to limitations set forth in this Trust Agreement for the equal and ratable benefit of the Holders, from time to time, of the Bonds.

SECTION 3.2. Purposes. The Series 2020 Bonds are authorized for the principal purpose of defraying a portion of the cost of acquisition, construction, renovation and equipping of the 2009 Projects, paying the Base Lease Rent for use by the City to refund the Bonds to be Refunded and to defray the costs of the Ancillary Projects, funding the 2020 Reserve Sub-Account in an amount equal to the 2020 Reserve Requirement and paying certain costs of issuance relating to the Series 2020 Bonds.

SECTION 3.3. Maturity Schedule; Date; Interest Rates. The Series 2020 Bonds shall be dated _____, _____, shall mature on _____ 1 in the years and principal amounts set forth below and shall bear interest (calculated on the basis of a 360-day year consisting of twelve 30-day months) payable on each Bond Payment Date, at the rates set forth below.

<u>Year</u>	<u>Principal Amount</u>	<u>Interest Rate</u>	<u>Year</u>	<u>Principal Amount</u>	<u>Interest Rate</u>
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SECTION 3.4. Provisions Relating to Additional Bonds; Conditions for Issuance.

(a) Authorization for Additional Bonds. Additional Bonds may be issued hereunder and secured by the Trust Estate on a parity with the Series 2020 Bonds under the conditions set forth herein.

(b) Purposes for Additional Bonds. Subject to the provisions of applicable law, Additional Bonds may be issued for the purposes of providing funds (i) to refund any of the Series 2020 Bonds or any Additional Bonds theretofore issued, (ii) for the purpose of paying the cost of completing the 2020 Projects, and (iii) for the purpose of paying the cost of Additional Facilities or Additional Ancillary Projects.

(c) Conditions to the Issuance of All Additional Bonds. Prior to issuing any Additional Bonds, there shall have been executed and delivered (i) a Supplemental Agreement authorizing such Additional Bonds and prescribing the terms and details thereof and the purposes for the issuance of such Additional Bonds; (ii) an amendment or supplement to the Purchase and Use Agreement modifying the existing schedule of Installment Payments due thereunder or otherwise providing for Installment Payments thereunder sufficient to provide for the payment of the Additional Bonds, extending the term of the Purchase and Use Agreement, if needed, to the final maturity of such Additional Bonds, and making any changes required to make Additional Real Property subject thereto; (iii) an amendment or supplement to the Base Lease extending the term thereof by at least the same amount of time as any extension to the term of the Purchase and Use Agreement, and making any changes required to make Additional Real Property subject thereto; (iv) a Favorable Opinion of Bond Counsel; and (v) [while any Series 2020 Bonds are outstanding, the prior written consent of the Bond Insurer; provided, however, that the prior written consent of the Bond Insurer shall not be required with respect to Additional Bonds issued for the purpose of refunding any outstanding Bonds]. There shall also be provided to the Trustee certified copies of a resolution adopted by the Board of Directors of the Corporation and an ordinance enacted by the Council authorizing the issuance of the Additional Bonds and the execution and delivery of the documents to which each is a party. No Additional Bonds may be issued hereunder if at the time there is an Event of Default or an Event of Nonappropriation unless upon the issuance of such Additional Bonds, no other Bonds will be Outstanding hereunder.

(d) Other Provisions Relating to Additional Bonds. The details of any Additional Bonds, including any Reserve Requirement relating thereto and the payment provisions thereof shall be specified in the Supplemental Agreement hereto providing for the issuance thereof. Such Supplemental Agreement shall include provisions establishing the separate accounts and subaccounts of the Bond Fund and other funds and accounts for such series of Additional Bonds.

SECTION 3.5. Payment of Principal and Interest.

(a) Each of the Series 2020 Bonds shall be authenticated, as provided in Section 3.10 hereof, on such date as it shall be delivered and shall bear interest from the later of its date of delivery, or the date to which interest has been paid immediately preceding the authentication date thereof, unless the

authentication date thereof is a Bond Payment Date, in which event each such Series 2020 Bond shall bear interest from the earlier of such authentication date or the date to which interest has been paid or, in the event no interest has been paid, from its date of delivery. Additional Bonds shall be authenticated and bear interest as provided in the Supplemental Agreement prescribing the terms and conditions thereof.

(b) Subject to the provisions of Section 3.17 hereof, the principal of and premium, if any, on the Bonds shall be paid in immediately available funds by check or draft drawn upon the Trustee to the Holders thereof upon presentation and surrender thereof when due at the designated corporate trust office of the Trustee; provided, that any Holder in an aggregate principal amount of not less than \$1,000,000 may, by prior written instructions filed with the Trustee prior to the close of business on the applicable Record Date (which instructions shall remain in effect until revoked by subsequent written instructions), request that principal and premium payments be made by wire transfer or other means acceptable to the Trustee to an account in the continental United States. Subject to the provisions of Section 3.17 hereof, the interest on the Bonds shall be paid by check or draft drawn upon the Trustee and mailed to the Holders in whose names the Bonds are registered on the Record Date; provided, that any Holder in an aggregate principal amount of not less than \$1,000,000 may, by prior written instructions filed with the Trustee prior to the close of business on the applicable Record Date (which instructions shall remain in effect until revoked by subsequent written instructions), request that interest payments for any period be made by wire transfer or other means acceptable to the Trustee to an account in the continental United States.

(c) Any interest on any Bond which is payable, but is not punctually paid or duly provided for, on any Bond Payment Date (herein called "Defaulted Interest") shall forthwith cease to be payable to the Owner of such Bond on the relevant Regular Record Date by virtue of having been such Owner. The Trustee may elect to make payment of any Defaulted Interest to the persons in whose names such Bonds (or their respective predecessor Bonds) are registered at the close of business on a Special Record Date (as defined below) for the payment of such Defaulted Interest, which shall be fixed in the following manner. The Trustee shall determine the amount of Defaulted Interest proposed to be paid on each such Bond and the date of the proposed payment, shall fix a date (a "Special Record Date") for the payment of such Defaulted Interest which shall be not more than 15 nor less than 10 days prior to the date of the proposed payment, and shall cause notice of the proposed payment of such Defaulted Interest and the Special Record Date therefor to be mailed first class, postage prepaid, to each Owner not less than five days prior to such Special Record Date at his address as it appears on the Register not less than 10 days prior to such Special Record Date. Notice of the proposed payment of such Defaulted Interest and the Special Record Date therefor having been mailed as aforesaid, such Defaulted Interest shall be paid to the Persons in whose names such Bonds (or their respective predecessor Bonds) are registered on such Special Record Date.

SECTION 3.6. Denomination; Numbering. The Series 2020 Bonds shall be issued in denominations of \$5,000 or any integral multiple thereof. The Series 2020 Bonds shall be numbered by the Trustee consecutively from 1 upward, preceded by the letter "R." Additional Bonds shall be in such denominations and be numbered in the manner provided in the Supplemental Agreement providing therefor.

SECTION 3.7. Paying Agent. As long as there is any Outstanding Bond under this Trust Agreement, the Corporation shall cause the Trustee to serve as Paying Agent therefor. Notices and demands to or upon the Trustee and the Corporation in respect of the Bonds may be served, at the designated corporate trust office of the Trustee. The Bonds shall be presented for registration of transfers and exchanges in accordance with the provisions of this Trust Agreement at the designated corporate trust office of the Trustee.

SECTION 3.8. Form of Bonds. The Series 2020 Bonds, together with the certificate of authentication and assignment to appear thereon, shall be in substantially the form attached hereto as Exhibit A with necessary and appropriate variations, omissions and insertions as permitted or required by this Trust Agreement. Additional Bonds shall be in such form as is provided in the Supplemental Agreement pursuant to which such Additional Bonds are issued.

SECTION 3.9. Execution of Bonds. The Bonds shall be executed in the name of and on behalf of the President or Vice President of the Corporation and the same shall be attested by the Secretary of the Corporation or such other officer as may be designated by the Board of Directors of the Corporation. Such officers may employ facsimiles of their signatures. In case any officer whose signature or facsimile signature shall appear on the Bonds shall cease to be such officer before the delivery of any Bond such signatures or such facsimiles shall nevertheless be valid and sufficient for all purposes, the same as if such officer had remained in office.

SECTION 3.10. Authentication. Only such Bonds as shall have endorsed thereon a certificate of authentication duly executed by the Trustee shall be entitled to any right or benefit under this Trust Agreement. No Bond shall be valid or obligatory for any purpose unless and until such certificate of authentication shall have been duly executed by the Trustee, and such executed certificate of the Trustee upon any such Bond shall be conclusive evidence that such Bond has been authenticated and delivered under this Trust Agreement. The Trustee's certificate of authentication on any Bond shall be deemed to have been executed by it if signed by any authorized signatory of the Trustee.

SECTION 3.11. Medium of Payment. The Bonds shall be payable with respect to principal, interest and premium, if any, in lawful money of the United States of America.

SECTION 3.12. Mutilated, Lost, Stolen or Destroyed Bonds. In the event any Bond is mutilated, lost, stolen or destroyed, the Corporation may execute and the Trustee may authenticate a new Bond of like date, maturity and denomination as that mutilated, lost, stolen or destroyed Bond; provided that, in the case of any mutilated Bond, such mutilated Bond shall first be surrendered to the Trustee, and in the case of any lost, stolen or destroyed Bond, there shall be first furnished to the Corporation and to the Trustee evidence of such loss, theft or destruction satisfactory to the Corporation and the Trustee together with indemnity satisfactory to them. In the event any such Bond shall have matured, instead of issuing a duplicate Bond, the Corporation may direct the Trustee to pay the same. The Corporation and the Trustee may charge the Holder of such Bond with their reasonable fees and expenses in this connection.

SECTION 3.13. Transfer and Registration; Persons Treated as Owners.

(a) As long as there shall be any Outstanding Bonds, the Corporation shall cause books for the registration and transfer of Bonds to be kept which books constitute the Register. The Register shall be kept by the Trustee at its designated corporate trust office. The transfer of each Bond may be registered only upon the Register kept by the Trustee for that purpose by the Holder thereof in person or by his duly authorized attorney upon surrender thereof together with a written instrument of transfer satisfactory to the Trustee, duly executed by the Holder or his duly authorized attorney. Upon the registration of transfer of any Bond, the Trustee will authenticate and deliver, subject to the provisions of Section 3.15 hereof, in the name of the transferee, a new Bond or Bonds of the same series, maturity, interest rate and aggregate principal amount as the surrendered Bond.

(b) The Corporation and the Trustee may deem and treat the person in whose name any Bond shall be registered upon the Register as the absolute owner of such Bond, whether such Bond shall be

overdue or not, for the purpose of receiving payment of, or on account of, the principal of, premium, if any, and interest on such Bond and for all other purposes, and all such payments so made to any such Holder or, upon his order, shall be valid and effectual to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid, and neither the Corporation nor the Trustee shall be affected by any notice to the contrary.

SECTION 3.14. Interchangeability of Bonds. Bonds, upon surrender thereof at the designated corporate trust office of the Trustee with a written instrument of transfer satisfactory to the Trustee, duly executed by the Holder or his duly authorized attorney, may, at the option of the Holder and upon payment by such Holder of any charges made pursuant to Section 3.15 hereof; be exchanged for an equal aggregate principal amount of Bonds of the same series and maturity in any other authorized denomination.

SECTION 3.15. Regulations With Respect to Exchanges and Transfer. In all cases in which the privilege of exchanging or transferring Bonds is exercised, the Corporation shall execute and the Trustee shall authenticate and deliver Bonds in accordance with the provisions of this Trust Agreement. All Bonds surrendered in any such exchanges or transfers shall forthwith be cancelled and destroyed and shall not be reissued. All Bonds so destroyed shall thereafter no longer be considered Outstanding Bonds for any purposes of this Trust Agreement. There shall be no charge to the Holder for such exchange or transfer of Bonds except that the Trustee may make a charge sufficient to reimburse itself for any tax, fee or other governmental charge required to be paid with respect to such exchange or transfer. Neither the Corporation nor the Trustee shall be required to issue, exchange or transfer (i) any Bond during the 15 days immediately preceding any Bond Payment Date, (ii) any Bond during a period beginning at the opening of business 15 days immediately preceding any selection of Bonds to be redeemed and ending at the close of business on the date of the mailing of notice of such redemption or (iii) any Bonds called for redemption in whole or in part.

SECTION 3.16. Cancellation and Destruction of Mutilated, Paid or Surrendered Bonds. Upon the surrender of mutilated Bonds pursuant to Section 3.12 hereof or Bonds paid or surrendered, the same shall be cancelled and destroyed by the Trustee in accordance with its retention policy then in effect and subject to applicable law and regulations, and shall not be reissued. All Bonds so destroyed shall thereafter no longer be considered Outstanding Bonds for any purposes of this Trust Agreement.

SECTION 3.17. Book-Entry System. Notwithstanding anything to the contrary herein, so long as any series of the Bonds are being held under a Book-Entry System pursuant to this Section 3.17, payment of principal and premium (if any) of and interest on such Bonds and transfers of beneficial ownership of such Bonds will be effected pursuant to rules and procedures established by the Securities Depository. The Series 2020 Bonds shall be initially issued under a Book-Entry System and shall be held thereunder except as provided in this Section 3.17. The Series 2020 Bonds shall be initially issued in the form of a separate, authenticated, fully registered Series 2020 Bond for each maturity and interest rate in a principal amount equal to the amount of such maturity and interest rate, and shall be registered on the Register in the name of the Securities Depository Nominee. So long as the Book-Entry System is in effect, the Securities Depository Nominee will be recognized as the Holder of the Series 2020 Bonds for the purposes of (i) paying the principal of, premium, if any, or interest on the Series 2020 Bonds, (ii) selecting the Series 2020 Bonds or portions thereof to be redeemed, (iii) giving any notice permitted or required to be given to Holders under this Trust Agreement, (iv) registering the transfer of Series 2020 Bonds, and (v) requesting any consent or other action to be taken by the Holders, and for all other purposes whatsoever, and neither the Trustee nor the Corporation shall be affected by any notice to the contrary. Neither the Trustee nor the Corporation shall have any responsibility or obligation to any

Participant, any beneficial owner of Series 2020 Bonds or any other person claiming a beneficial ownership interest in the Series 2020 Bonds under or through the Securities Depository or any Participant, or any other person which is not shown on the Register as being a Holder of Series 2020 Bonds with respect to (i) the accuracy of any records maintained by the Securities Depository or any Participant, (ii) the payment to the Securities Depository, any Participant or any beneficial owner of Series 2020 Bonds of any amount in respect of the principal of, premium, if any, or interest on the Bonds, (iii) any notice which is permitted or required to be given to Holders under this Trust Agreement, (iv) the selection by the Securities Depository or any Participant or any other person to receive payment in the event of a partial redemption of the Series 2020 Bonds or (v) any other action taken by the Securities Depository as Holder of the Series 2020 Bonds. So long as the Book-Entry System is in effect, the Trustee shall pay all principal of and premium, if any, and interest on the Series 2020 Bonds only to the Securities Depository or the Securities Depository Nominee, as the case may be, and all such payments shall be valid and effectual to fully satisfy and discharge the obligations with respect to the principal of and premium, if any, and interest on the Series 2020 Bonds to the extent of the sum or sums so paid.

In the event that the Corporation determines that it is in the best interest of the Corporation not to continue the Book-Entry System or that the interest of the beneficial owners of the Series 2020 Bonds may be adversely affected if the Book-Entry System is continued, then the Corporation shall notify the Securities Depository and the Trustee of such determination and the Securities Depository shall immediately notify the Participants of the availability, through the Securities Depository, of physical Series 2020 Bonds. In such event, the Corporation shall execute and the Trustee shall authenticate, register and deliver physical Series 2020 Bonds as requested by the Securities Depository or any Participant or beneficial owner of Series 2020 Bonds in appropriate authorized denominations in exchange for the Series 2020 Bonds registered in the name of Securities Depository Nominee. The Securities Depository may determine to discontinue providing its services as such with respect to the Series 2020 Bonds at any time by giving notice to the Corporation and the Trustee and discharging its responsibilities with respect thereto under applicable laws or the Corporation may determine that the Securities Depository is incapable of discharging its duties as such and may so notify the Securities Depository. In either such event, the Corporation shall either (i) engage the services of another Securities Depository or (ii) deliver physical Series 2020 Bonds in the manner described above; provided, however, that the discontinuation of the Book Entry System of registration and transfer with respect to the Series 2020 Bonds or the replacement of the Securities Depository or any successor depository shall be subject to the applicable rules and procedures of the Securities Depository or such successor depository on file or otherwise approved by the Securities and Exchange Commission.

Notwithstanding any other provision of this Trust Agreement to the contrary, so long as the Series 2020 Bonds are registered in the name of Cede & Co., as Securities Depository Nominee, all payments with respect to the principal of, premium, if any, and interest on the Bonds and all notices with respect to the Series 2020 Bonds shall be made and given, respectively, to The Depository Trust Company, New York, New York, as provided in the Blanket Letter of Representations of the Corporation dated _____.

In connection with any notice or other communication to be provided to the Holders by the Corporation or the Trustee with respect to any consent or other action to be taken by the Holders, the Corporation or the Trustee, as the case may be, shall establish a record date for such consent or other action and give the Securities Depository notice of such record date not less than 15 days in advance of such record date to the extent possible.

SECTION 3.18. Tax Covenants of Corporation. The Corporation will not take or permit, or omit to take or cause to be taken, any action that would adversely affect the exclusion from gross

income for federal income tax purposes of the interest evidenced by or paid on the Series 2020 Bonds and, if it should take or permit, or omit to take or cause to be taken, any such action, the Corporation will take or cause to be taken all lawful actions within its power necessary to rescind or correct such actions or omissions promptly on having knowledge thereof. The Corporation acknowledges that the continued exclusion of interest evidenced by or paid on the Series 2020 Bonds from a Holder's gross income for federal income tax purposes depends, in part, on compliance with the arbitrage limitations imposed by Section 148 of the Code. To that end, the Corporation covenants that it will comply with the Federal Tax Certificate.

The Corporation acknowledges that the Series 2020 Bonds are being issued by the Corporation, acting on behalf of the City, within the meaning of Revenue Ruling 63-20, 1963-1 C.B. 24 ("Revenue Ruling 63-20") and Treasury Regulation Section 1.103-1(b), and covenants to comply with all provisions of Revenue Ruling 63-20 and all applicable provisions of Revenue Procedure 82-26, 1982-1 C.B. 476 ("Revenue Procedure 82-26"). The Corporation therefore represents, warrants and covenants as follows:

(a) The Corporation is organized under the general nonprofit laws of the State as a nonprofit organization and the articles of incorporation of the Corporation provide that the Corporation is not organized for profit and the Corporation's income does not inure to any private person. The activities and purposes of the Corporation are those permitted under the general nonprofit corporation laws of the State, the Corporation will engage only in activities and for purposes that are permitted under the general nonprofit corporation laws of the State and the Financed Facilities and the 2020 Real Property are located entirely within the geographic boundaries of the City.

(b) The articles of incorporation of the Corporation provide that income of the Corporation will not inure to any private person. In fact, income of the Corporation does not inure to any private person, and upon dissolution of the Corporation, the Corporation's net assets shall be distributed to the City. The Corporation shall not amend or modify its articles of incorporation or bylaws to modify any of its stated purposes or activities, or with respect to any other provision, without the advice of Bond Counsel.

(c) Prior to a termination (if any) of the Purchase and Use Agreement pursuant to Section 2.2 thereof which gives rise to a partition of the 2020 Facilities pursuant to Section 2.4 thereof, the City shall have exclusive beneficial possession and use of the Financed Facilities and the 2020 Real Property, including any improvements and additions thereto, equivalent to at least 95% of the fair rental value of the Financed Facilities and the 2020 Real Property for the term of the Series 2020 Bonds, including any other obligations issued by the Corporation either to make improvements to the Financed Facilities and the 2020 Real Property or to refund a prior issue of the Corporation's obligations related to the Financed Facilities and the 2020 Real Property.

(d) The City presently has or shall obtain fully unencumbered fee simple title, subject to Permitted Encumbrances, to the Financed Facilities and the 2020 Real Property no later than such time as the Series 2020 Bonds are discharged. For purposes of this paragraph and the definition of "Base Lease Term" as such term is defined in the Base Lease, the Series 2020 Bonds will be discharged when (i) cash is available at the place of payment on the date that the Series 2020 Bonds are due (whether at maturity or upon prior call for redemption) and (ii) interest ceases to accrue on the Series 2020 Bonds. Upon discharge of the Series 2020 Bonds the Corporation will convey to the City such fee simple title and exclusive possession and use of the Financed Facilities and the 2020 Real Property, including any additions thereto (to the extent the City does not already have such title, possession and use), without demand or further action on its part. In this regard, all leases, management contracts and similar encumbrances (other than Permitted Encumbrances), if any, relating to the Financed Facilities and the 2020 Real Property shall terminate upon discharge of the Series 2020 Bonds.

(e) While the Purchase and Use Agreement is in effect, in the event the Corporation defaults in its payments under the Series 2020 Bonds, the City has the exclusive option to purchase the Financed Facilities and the 2020 Real Property and any additions thereto (to the extent the City does not already have title to, possession and use thereof) for the amount of the Outstanding Series 2020 Bonds and accrued interest to the date of default. The City must, if at all, exercise its option not more than 90 days from the date it is notified by the Corporation (or the Trustee on behalf of the Corporation) of such default and, if elected, must have 90 days from the date of exercise of such option to purchase such property.

(f) All of the original proceeds of the Series 2020 Bonds shall be used to provide tangible real and tangible personal property. Proceeds are considered to provide tangible property only if the proceeds are (i) used to finance costs that a taxpayer must charge to the property's capital account, may elect to charge to the property's capital account instead of deducting, or may elect to deduct instead of charging to the property's capital account and (ii) used to fund a reasonably required reserve fund for the Series 2020 Bonds within the meaning of Revenue Procedure 82-26. The preceding sentence does not apply to a de minimis amount, less than \$5,000, that is included in the Series 2020 Bonds solely for the purpose of rounding the dollar amount of the issue. If excess proceeds remain on hand after the completion of construction or reconstruction of the Financed Facilities, the requirements of this paragraph will be considered met if (i) the face amount of the Series 2020 Bonds (taking into account estimated investment proceeds) was based on reasonable estimates of the cost of the Financed Facilities at the time the Series 2020 Bonds were issued, and the excess proceeds are used and invested in the manner described in Section 3.052 of Revenue Procedure 82-26. For purposes of this paragraph, "original proceeds" are amounts (after payment of all expenses of issuing the Series 2020 Bonds) received at any time as a result of the sale of the Series 2020 Bonds and "investment proceeds" are amounts (net of administrative costs) that result from the investment of any proceeds of the Series 2020 Bonds. However, investment proceeds do not include amounts earned after the date that (i) construction, reconstruction or acquisition of the Financed Facilities is completed, or (ii) all of the proceeds (less amounts used to fund a reasonably required reserve fund) have been spent on the construction, reconstruction or acquisition of the Financed Facilities, whichever occurs later.

(g) The Council enacted an ordinance on _____, which date is within one year prior to the issue date of the Series 2020 Bonds, approving the purposes and activities of the Corporation, the issuance of the Series 2020 Bonds by the Corporation for the purposes of financing the costs of the 2020 Projects and paying the Base Lease Rent to the City, and stating that the City will accept title to the Financed Facilities and the 2020 Real Property, including any additions or improvements thereto (to the extent the City does not already have title to, possession and use thereof), no later than such time as the Series 2020 Bonds are discharged.

(h) The proceeds of fire or other casualty insurance policies received in connection with the damage or destruction to the Financed Facilities and the 2020 Real Property, including any improvements, will be used, subject to the provisions of Section 4.1(b) hereof regarding special optional redemption of the Series 2020 Bonds, to rebuild the Financed Facilities and the 2020 Real Property (as applicable) or to redeem the Series 2020 Bonds or, if all of the Series 2020 Bonds have been paid or defeased under the Trust Agreement, will be remitted to the City.

(i) The Board of Directors of the Corporation (the "Issuer Board") are [initially] appointed by _____, a South Carolina nonprofit public benefit corporation ("_____"), although future directors will be appointed by the Issuer Board. By letter dated _____, _____ was determined by the Internal Revenue Service in November 1997 to be an exempt organization within the meaning of Section 501(c)(3) of the Code and not a private foundation under Section 509(a) of the Code. The

activities of the Corporation hereunder are not unrelated to the charitable purpose of _____ described to the Internal Revenue Service in its application for recognition of its exempt status.] [By letter dated _____, the Corporation was determined by the Internal Revenue Service to be an exempt organization within the meaning of Section 501(c)(3) of the Code and not a private foundation under Section 509(a) of the Code. The activities of the Corporation hereunder are not unrelated to the charitable purpose of the Corporation described to the Internal Revenue Service in its application for recognition of its exempt status.][The Corporation intends to apply to the Internal Revenue Service for a determination that it is also an exempt organization within the meaning of Section 501(c)(3) of the Code and not a private foundation under Section 509(a) of the Code.]

(j) In the event of any division of the 2020 Facilities pursuant to Section 2.4 of the Purchase and Use Agreement, the Corporation agrees that, unless (i) it obtains an opinion of Bond Counsel to the effect that such action is unnecessary to preserve the exclusion from gross income of interest on any Series 2020 Bonds, or (ii) the Corporation or the Trustee is directed otherwise by the owners of a majority of the beneficial ownership interests of the Series 2020 Bonds, it will timely undertake to satisfy the requirements of the Code and the Treasury Regulations relating to a change in use of the 2020 Facilities. Regulations governing such remedial action are now contained in Section 1.141-12 of the Treasury Regulations.

ARTICLE IV REDEMPTION OR PURCHASE OF BONDS

SECTION 4.1. Redemption of Bonds.

(a) Optional Redemption of Series 2020 Bonds. In the event the City exercises its option pursuant to Section 9.1 of the Purchase and Use Agreement to purchase the Corporation's interest in the 2020 Facilities and pay the amount required to defease and redeem the Series 2020 Bonds or to prepay Base Payments or in the event the City makes a voluntary prepayment under Section 4.3 of the Purchase and Use Agreement, the Series 2020 Bonds maturing on or after _____ 1, _____, may be redeemed in whole or in part at any time on and after _____ 1, _____, by the Corporation at a redemption price equal to the principal amount of the Series 2020 Bonds to be redeemed plus accrued interest to the redemption date.

The Series 2020 Bonds shall be redeemed in accordance with this paragraph (a) only by written notice from the City or the Corporation to the Trustee of the redemption of the Series 2020 Bonds and directing the Trustee to give notice thereof to the Holders in accordance with Section 4.2 hereof. Such notice shall specify the redemption date on which the Series 2020 Bonds are to be redeemed, and shall be given to the Trustee at least 45 days prior to the redemption date or such shorter period as shall be acceptable to the Trustee. Prior to the giving of notice by the Trustee to the Holders as provided in Section 4.2 hereof, there shall be deposited with the Trustee funds which, in addition to any other moneys available therefor and held by the Trustee, will be sufficient to redeem at the redemption price thereof all of the redeemable Series 2020 Bonds for which notice of redemption has been given; provided that the Trustee may accept such other assurance from the City or the Corporation as it deems appropriate as to the availability of such funds or may condition any such notice on the receipt of funds at or prior to the date set for redemption.

(b) Special Optional Redemption of Series 2020 Bonds. In the event the City elects to prepay Installment Payments pursuant to the provisions of Section 7.3 of the Purchase and Use Agreement, the Series 2020 Bonds shall be subject to redemption in whole or in part on any date (as selected by the

Trustee at the direction of the Corporation), at a price equal to 100% of the principal amount of the Series 2020 Bonds so redeemed, without premium, plus accrued interest to the date of redemption. Series 2020 Bonds shall be redeemed pursuant to this paragraph (b) in accordance with the procedure set forth in the last paragraph of Section 4.1(a) above and Section 4.2 hereof.

(c) Mandatory Sinking Fund Redemption of Series 2020 Bonds. The Series 2020 Bonds maturing on _____ 1, ____ (the “____ Term Bonds”) are subject to mandatory sinking fund redemption, at a redemption price equal to the principal amount to be redeemed plus accrued interest, if any, to the redemption date, without premium on either _____ 1 or _____ 1 for each of the years and in each of the amounts as follows:

Series 2020 Bonds Maturing _____ 1,
<u>Date</u> <u>Principal Amount</u>

*Final Maturity

The amounts of any mandatory sinking fund redemptions set forth above will be reduced to the extent the Term Bonds have been purchased by the City or redeemed by the City pursuant to the optional redemption provisions described above, in such manner as the City directs or, absent such direction, on a pro-rata basis.

(d) Partial Redemption of Series 2020 Bonds. If less than all of the Series 2020 Bonds are called for redemption, the Series 2020 Bonds to be redeemed will be selected in the manner that the Corporation shall determine as set forth in a certificate of the Corporation filed with the Trustee. If less than all Series 2020 Bonds of any one maturity are called for redemption, the Trustee shall select the Series 2020 Bonds to be redeemed by lot, each \$5,000 portion of the principal being counted as one Series 2020 Bond for this purpose; provided, however, that so long as the only registered owner of the Series 2020 Bonds is Cede & Co., such selection shall be made by DTC.

(e) Redemption of Additional Bonds. Provisions relating to the circumstances upon which Bonds other than Series 2020 Bonds may be redeemed shall be as set forth in the Supplemental Agreement providing for the issuance thereof.

SECTION 4.2. Notice of Redemption. Notice of redemption of the Bonds may only be given if funds for such redemption are irrevocably deposited with the Trustee prior to rendering notice of redemption to the Bondholders, or in the alternative, the notice given by the Trustee to Bondholders expressly states that such redemption is conditioned upon the deposit of funds sufficient for the redemption by the Corporation and that failing such deposit no redemption shall take place. The notice of the call for redemption of Bonds shall identify (i) the CUSIP number or numbers, if any, of the Bonds to be redeemed; (ii) the numbers assigned to such Bonds, and in the case of Bonds called in part only, the amounts being redeemed; (iii) the date of the notice; (iv) the redemption date; (v) the redemption price; (vi) the address of the Trustee where such Bonds are to be presented, with the name and telephone number of a contact person, if available; (vii) the issue date of the Bonds; and (viii) the maturity date of the Bonds being redeemed. Notice shall be given by the Trustee by first class mail, postage prepaid, at least 30 days, but not more than 60 days, prior to the date fixed for redemption to the Holder of each Bond subject to redemption at the Holder's address shown on the Register on the 15th day preceding that mailing.

Failure to receive any notice by mailing or otherwise or any defect in such notice regarding any Bond, however, shall not affect the validity of the proceedings for the redemption of any other Bond.

SECTION 4.3. Payment of Redeemed Bonds. Notice having been mailed, the Bonds called for redemption shall become due and payable on the redemption date, and upon presentation and surrender thereof at the place or places specified in that notice, shall be paid at the redemption price plus interest accrued to the redemption date.

If money for the redemption of all of the Bonds to be redeemed is held by the Trustee on the redemption date so as to be available therefor on that date, and if notice of redemption has been deposited in the mail as aforesaid, then from and after the redemption date those Bonds called for redemption shall no longer be entitled to payment of any sum other than the redemption price.

All moneys deposited in the Bond Fund and held by the Trustee for the redemption of particular Bonds shall be held in trust for the account of the Holders thereof and shall be paid to them, respectively, upon presentation and surrender of those Bonds.

SECTION 4.4. Purchase of Bonds. The City may attempt to purchase Bonds at such time, in such manner and at such price, all as may be specified by the City (or the Authorized Financial Representative on its behalf). At the written direction of the City, the Trustee may purchase Bonds delivered to the Trustee with any amounts provided to it by the City pursuant to Section 4.3 of the Purchase and Use Agreement or otherwise deposited to the applicable Facilities Purchase Account of the Bond Fund, provided that all regularly scheduled payments on the Bonds then due and payable have first been satisfied. Any accrued interest due to the holder of any Bond so purchased may be paid from funds held by the Trustee for the payment of interest due on such Bonds on the next ensuing Bond Payment Date. Unless directed otherwise by the City (or the Authorized Financial Representative on its behalf), the Trustee shall cancel any such Bonds so purchased. Prior to effecting any purchase hereunder, the Trustee shall be entitled to receive, upon request, a Favorable Opinion of Bond Counsel.

ARTICLE V PROVISIONS AS TO FUNDS AND PAYMENTS

SECTION 5.1. Deposit of Money. In order to assure that the Base Lease Rent and the costs of the 2020 Projects and the Ancillary Projects will be paid without delay and that the 2020 Facilities will continue to be available for lease and occupancy by the City without delay, there shall be deposited with the Trustee the proceeds received from the sale of the Series 2020 Bonds, representing the principal amount of the Series 2020 Bonds, which shall be used as follows:

- (1) \$_____ shall be deposited to the 2020 Reserve Sub-Account, to satisfy the 2020 Reserve Requirement;
- (2) \$_____ shall be paid to the City as an initial payment of Base Lease Rent; and
- (3) the remaining portion of the proceeds from the sale of the Series 2020 Bonds shall be deposited to the Project Fund, of which \$_____ shall be transferred to the Cost of Issuance Account.

SECTION 5.2. Creation of Project Fund and Cost of Issuance Account. There is hereby created as a separate account in the custody of the Trustee or another bank, depository or trust company (each, a “Custodian”) a trust fund designated as the “Project Fund” and a separate account therein designated as the “Cost of Issuance Account.” Pending disbursement pursuant to this Trust Agreement, the proceeds of the sale of the Series 2020 Bonds deposited in the Project Fund and the Cost of Issuance Account pursuant to Section 5.1 hereof, together with any other moneys and Permitted Investments held to the credit thereof, shall be held as security for the payment of the Series 2020 Bonds.

SECTION 5.3. Disbursements From and Records of Project Fund and Cost of Issuance Account.

(a) Moneys in (1) the Project Fund shall be disbursed for the costs of the 2020 Projects and the initial payment of the Base Lease Rent, and (2) the Cost of Issuance Account shall be disbursed for the payment of issuance costs of the Series 2020 Bonds, all in accordance with the provisions of this Section 5.3. The Trustee or the Custodian, as applicable, shall cause to be kept and maintained adequate records pertaining to the Project Fund and the Cost of Issuance Account and all investments and disbursements of moneys in the Project Fund and the Cost of Issuance Account. After the 2020 Projects and the Ancillary Projects have been substantially completed and a final requisition is filed with the Trustee or the Custodian, as applicable, in accordance with Section 3.4 of the Purchase and Use Agreement, the Trustee or the Custodian, as applicable, shall retain copies of the records pertaining to the Project Fund and disbursements therefrom for inspection upon request of the Corporation or the City.

(b) All disbursements from the Project Fund, except those from the Cost of Issuance Account as provided in subsection (d) below, shall be made by the Trustee or Custodian, as applicable, upon the receipt of a requisition in substantially the form set forth in Exhibit B hereto signed by a Corporation Representative and a City Representative. The Trustee or Custodian, as applicable, shall be entitled to rely on each requisition as conclusive evidence of the City's compliance with the procedure described herein. The Trustee shall have no duty to review or investigate the accuracy of the requisition for other than the form and format.

(c) Upon the substantial completion of the 2020 Projects, the Corporation shall submit to the Trustee or Custodian, as applicable, a final requisition in substantially the form set forth in Exhibit C hereto signed by a Corporation Representative and a City Representative in the total amount remaining owing for costs of the 2020 Projects, including all applicable retainages. Upon the receipt of the final requisition, the Trustee or Custodian, as applicable, shall promptly disburse the amounts requested therein.

(d) The Trustee or Custodian, as applicable, is hereby authorized to pay from the Cost of Issuance Account of the Project Fund from time to time, upon written direction of the City, together with an invoice or other evidence of the amounts payable thereunder, costs of issuance of the Series 2020 Bonds. Upon written direction of the City, any amounts remaining in the Cost of Issuance Account of the Project Fund, after payment of all costs of issuance of the Series 2020 Bonds, shall be transferred to the Project Fund generally.

SECTION 5.4. Completion of 2020 Projects. As soon as practicable after the filing with the Trustee or Custodian, as applicable, of the final requisition referred to in Section 5.3(c) hereof, the Trustee or Custodian, as applicable, shall remove any balance then remaining in the Project Fund (other than the amounts required to be retained by the Trustee, as applicable, as described in the said requisition), and the Project Fund shall be closed.

SECTION 5.5. Creation of Bond Fund and Accounts Therein and Other Funds and Accounts Under this Trust Agreement.

(a) There is hereby created in the custody of the Trustee a separate trust fund to be designated the “Bond Fund.” Within the Bond Fund there shall be established a Facilities Purchase Account and a Reserve Account. There shall be deposited in the Bond Fund (and credited, as required by this Trust Agreement or the Purchase and Use Agreement, to appropriate accounts and subaccounts therein), amounts sufficient to pay the principal and premium, if any, of and interest on each series of the Bonds from the Base Payments to be made by the City to the Trustee under the terms of the Purchase and Use Agreement. Upon the issuance of the Series 2020 Bonds, one subaccount (the 2020 Facilities Purchase Sub-Account) shall be created in the Facilities Purchase Account of the Bond Fund and one subaccount (the 2020 Reserve Sub-Account) shall be created in the Reserve Account of the Bond Fund, each for the benefit of the Series 2020 Bonds. Notwithstanding anything in this Trust Agreement to the contrary, upon the partial refunding of the Series 2020 Bonds, the Trustee shall recalculate the 2020 Reserve Requirement taking into account such refunding. If, at the time of such refunding, there shall exist any amounts in the 2020 Reserve Sub-Account in excess of the 2020 Reserve Requirement, such excess amounts shall be disbursed upon written direction of a Corporation Representative, subject to the provisions of Section 5.5(f)(iii) hereof.

Upon the issuance of any series of Additional Bonds hereunder, (i) one or more separate subaccounts shall be created in the Reserve Account of the Bond Fund to provide for any Reserve Requirement with respect to such Additional Bonds with the intent being that the Series 2020 Bonds and any Additional Bonds shall only be payable from the subaccounts of the Reserve Account established with respect to such series of Bonds upon the issuance thereof and (ii) a separate subaccount shall be created in the Facilities Purchase Account for purposes of making payment on each series of Bonds with the intent being that the Series 2020 Bonds, and any Additional Bonds shall only be payable from the subaccounts of the Facilities Purchase Account established with respect to such series of Bonds upon the issuance thereof.

(b) The Bond Fund (and the accounts and subaccounts therein) and the moneys and Permitted Investments therein shall be used solely and exclusively for the payment of principal of, premium, if any, and interest on the Bonds as the same become due, except as otherwise provided in this Trust Agreement.

(c) The Trustee shall set aside from moneys in the Bond Fund amounts sufficient to make timely payments of the principal of, premium, if any, and interest on the Bonds.

(d) Amounts due with respect to a particular series of Bonds, except as provided in the remainder of this Section 5.5, shall be payable as they become due in the following order, (i) first, from amounts in the applicable subaccount of the Facilities Purchase Account (or, in the case of the Series 2020 Bonds, the 2020 Facilities Purchase Sub-Account); (ii) second, from the moneys available from the applicable subaccounts of the Reserve Account (or, in the case of the Series 2020 Bonds, the 2020 Reserve Sub-Account); (iii) third, from other Revenues to the extent available; and (iv) fourth, from any other source lawfully available to the Trustee, including without limitation, proceeds from the leasing of the 2020 Facilities in accordance with the terms of the Purchase and Use Agreement and the Base Lease.

(e) If, at the close of business on the third Business Day prior to any Bond Payment Date with respect to a particular series of Bonds, the amount in the applicable subaccount of the Facilities Purchase Account is less than the amount due and payable with respect to such series of Bonds on such Bond Payment Date, the Trustee shall immediately transfer from the applicable subaccount of the Reserve Account (or, in the case of the Series 2020 Bonds, the 2020 Reserve Sub-Account) to the applicable

subaccount of the Facilities Purchase Account (or, in the case of the Series 2020 Bonds, the 2020 Reserve Sub-Account) an amount sufficient to make up such deficiency, provided that if there is a Reserve Surety in effect, then to the extent the money, if any, in the applicable subaccount of the Reserve Account is not sufficient to make up such deficiency, then the Trustee shall make a claim against the Reserve Surety. In the event of any such transfer, the Trustee shall, within ten days after making the transfer, provide written notice to the City and the Corporation of the amount and date of that transfer. Upon receipt of such notice, the City shall be obligated to pay to the Trustee, for deposit into the applicable subaccount of the Reserve Account, from any source of legally available and appropriated funds as an Additional Payment, an amount equal to such transfer in 12 equal monthly installments in the Fiscal Year immediately following the Fiscal Year in which such transfer is made; provided, that if the Reserve Requirement for one or more particular series of Bonds is met in whole or in part by a Reserve Surety, payments required hereby shall be applied first to the reinstatement of the Reserve Surety and then for deposit into the applicable subaccount of the Reserve Account.

(f) Monies in a subaccount of the Reserve Account established for one or more particular series of Bonds shall be used solely: (i) to the extent necessary to make up deficiencies in the applicable subaccounts of the Facilities Purchase Account, as provided in subsection (e) above; (ii) as provided in Section 5.7 hereof; and (iii) if all Base Payments with respect to such series of Bonds are then current, to be credited against the last remaining required installments of Base Payments for that series and for that purpose any remaining amounts in such subaccount of the Reserve Account shall be transferred as Base Payments to the applicable subaccount of the Facilities Purchase Account by the Trustee on or before the Bond Payment Date occurring on _____ 1, ____.

(g) In lieu of the required deposits into a subaccount of the Reserve Account established for a particular series of Bonds, the Corporation may cause to be deposited therein a surety bond, an insurance policy, a letter of credit or other credit facility (each, a "Reserve Surety"), payable to the Trustee that in each case shall be in an amount equal to the difference between the Reserve Requirement applicable to such series of Bonds and the sums, if any, then on deposit to the credit of the applicable subaccount of the Reserve Account; provided, however, that (1) any Reserve Surety (other than a letter of credit) shall have a term of no less than five years or the maturity date of such series of Bonds (whichever is less), (2) any Reserve Surety in the form of a letter of credit shall have a term of no less than one year or the maturity date of such series of Bonds (whichever is less), and (3) as a condition to the substitution of such surety bond, insurance policy, letter of credit or other credit facility in lieu of the required deposits to the applicable subaccount of the Reserve Account, there shall be delivered to the Trustee (i) a Favorable Opinion of Bond Counsel, and (ii) an executed original of such surety bond, insurance policy, letter of credit or other credit facility in lieu of the required deposit prior to the acceptance thereof by the Trustee. On or prior to the expiration of a surety bond, insurance policy, letter of credit or other credit facility which do not by their terms expire prior to the maturity date of the Bonds of such series, a replacement surety bond, insurance policy, letter of credit or other credit facility prior to such expiration date must have been received or the applicable subaccount of the Reserve Account must be fully funded. In no event may the issuer of the insurance policy, letter of credit or other credit facility have pledged or assigned to it any interest in the Trust Estate granted hereunder unless subordinate to the interest of the Trustee. Any such letter of credit, surety bond or insurance policy shall be issued in the name of or for the benefit of the Trustee and shall contain no restrictions on the ability of the Trustee to receive payment thereunder other than a certification by the Trustee that the funds drawn thereunder are to be used for the purposes set forth in the preceding paragraph. The Trustee shall receive payment thereunder prior to any expiration or termination thereof and whenever moneys are required for the purposes for which such fund's moneys may be applied. If the Corporation elects to deposit a surety bond, insurance policy, letter of credit or other credit facility in the applicable subaccount of the Reserve Account in lieu of moneys on deposit therein, upon any such deposit, the Trustee shall release to the Corporation from the applicable

subaccount of the Reserve Account cash in an amount equal to, or Permitted Investments held therein having a market value equal to, the face amount of the surety bond, insurance policy, letter of credit or other credit facility then being deposited, except that moneys on deposit in such fund which were originally proceeds of any series of Bonds shall be transferred to the applicable subaccount of the Facilities Purchase Account or for any other use specified by the Corporation.

(h) Notwithstanding anything herein to the contrary, the Trustee shall be entitled to create such other funds and accounts (collectively, "Other Funds and Accounts") as may be necessary or desirable in connection with the administration of its duties hereunder, including but not limited to such funds and accounts as may be established for the deposit of moneys related to the payment of arbitrage rebate in connection with the Bonds; provided, however, that (1) the Corporation and the Trustee shall be entitled to enter into such additional agreements relating to the funding, use, investment and disbursement of amounts in the Other Funds and Accounts notwithstanding any other provisions of this Trust Agreement; and (2) with the advice of Bond Counsel, the Corporation, or the Authorized Financial Representative on its behalf, shall be entitled to direct the transfer of amounts from the Bond Fund or the Other Funds and Accounts to one or more accounts related to the payment of arbitrage rebate in connection with the Bonds and direct the use of such accounts for such purpose.

SECTION 5.4. Creation of Repair and Replacement Fund. There is hereby created as a separate account in the custody of the Trustee a trust fund to be designated the "Repair and Replacement Fund." The Trustee shall deposit into the Repair and Replacement Fund as and when received that portion of the Additional Payments so budgeted by the Corporation; provided, however, that the amount so deposited may not in any event cause the amounts to be deposited or credited to the applicable subaccounts of the Facilities Purchase Account of the Bond Fund on such Bond Payment Date to be less than the amounts then due with respect to the applicable series of Bonds. Moneys in the Repair and Replacement Fund shall be used, upon written direction of the Corporation Representative to the Trustee, (a) to build up a reserve for the depreciation of the 2020 Facilities or otherwise for the purpose of restoring or replacing depreciated or obsolete items of the 2020 Facilities, (b) to build up a reasonable reserve for improvements, betterments, and extensions to the 2020 Facilities, other than those necessary to maintain the 2020 Facilities in good repair and working order and (c) to pay any accrued and unpaid Administrative Fees. Moneys in this fund shall be used solely for such purposes, but may be transferred at the written direction of the Corporation Representative whenever necessary to the Bond Fund to pay the principal or premium, if any, of or interest on any Bonds or to replenish any Reserve Account established therefor.

SECTION 5.5. Investments. Subject in all events to the provisions set forth in Section 5.3(h) hereof:

(a) Moneys in the Project Fund (including the Cost of Issuance Account therein), the Bond Fund, the Repair and Replacement Fund and Other Funds and Accounts shall be invested and reinvested by the Trustee or Custodian, as applicable, in Permitted Investments at the written direction of the Authorized Financial Representative; provided, however, that in the absence of such written direction, funds shall be invested in the _____. Any investments of moneys held to the credit of such funds and accounts shall mature, be available or redeemable at the option of the owner or holder, or, in the case of a forward delivery agreement, repurchase agreement or similar contract, be available thereunder, not later than the respective dates when the money held to the credit of those funds and accounts will be required for the purpose intended.

(b) Subject to any written direction from the Authorized Financial Representative, from time to time, the Trustee or Custodian, as applicable, may sell investments and reinvest the proceeds therefrom in Permitted Investments maturing or redeemable or available as required hereunder. The Trustee or

Custodian, as applicable, may enter into transactions for the purchase or sale of Permitted Investments with itself or any bank, trust company or savings and loan association affiliated with the Trustee or Custodian, as applicable. The Trustee or Custodian, as applicable, shall sell or redeem Permitted Investments credited to the Bond Fund at the times required for the purpose of paying amounts due with respect to the Bonds payable therefrom when due as aforesaid, and shall do so without necessity for any order. Subject to Section 5.3(h) hereof, an investment made from moneys credited to the Project Fund (including the Cost of Issuance Account therein), the Repair and Replacement Fund, the Bond Fund or any Other Fund and Account shall, except as may be directed by the Corporation to the Trustee, constitute part of that account and fund, and each account and fund shall be credited with all proceeds of sale and income from investment of moneys credited thereto.

(c) Investment income from investment of amounts on deposit in the Project Fund (including the Cost of Issuance Account therein) or the Repair and Replacement Fund shall be retained therein and applied as other moneys in the Project Fund (including the Cost of Issuance Account therein) or the Repair and Replacement Fund, respectively. Investment income from investment of amounts on deposit in Other Funds and Accounts shall be applied as directed in writing by the Corporation or the Authorized Financial Representative on its behalf.

(d) Investment income from investment of a particular subaccount of the Facilities Purchase Account shall be retained in such subaccount and credited against the amount of the applicable Base Payments to be paid by the City on the next succeeding Bond Payment Date.

(e) Investment income from investment of a particular subaccount of the Reserve Account shall be retained in such subaccount to the extent that the value (as determined in the manner prescribed in paragraph (h) below) of amounts on deposit in such subaccount therein is less than the Reserve Requirement with respect to the applicable series of Bonds, and any excess over such Reserve Requirement shall be transferred from such subaccount on or prior to each Bond Payment Date for credit against the applicable Base Payments to be paid by the City or for such other purposes with the advice of Bond Counsel, all in the manner directed by the City.

(f) The Trustee shall report to the City at least five days prior to each date on which a Base Payment is due and payable the amount of investment income credited or transferred to the particular subaccount of the Facilities Purchase Account of the Bond Fund and available to make payments due on the next Bond Payment Date, and the amount of the applicable Base Payment payable by the City on that date shall be reduced by such amount.

(g) The Trustee shall not be liable for any loss resulting from the making or disposition of any investment in Permitted Investments pursuant to the provisions of this Section provided it acts in good faith and without negligence in making such investment, and any such losses shall be charged to the Fund and Account with respect to which such investment is made.

(h) The value of the obligations in which money in a fund or account has been invested shall be computed at market value or the amortized cost thereof, whichever is lower, except that in the case of the Reserve Account the value shall be computed at the original cost thereof. The Trustee shall value the investments in the Reserve Account and each subaccount therein on each May 1 and November 1 during the term of the Purchase and Use Agreement.

(i) In the event, as of a date of valuation, investments in the Reserve Account or any subaccount therein plus the value of any Reserve Surety credited thereto are determined to be less than the Reserve Requirement applicable thereto, the Corporation shall notify the City with a demand that it

restore such Reserve Account or subaccount from any source of legally available and appropriated funds as an Additional Payment to the applicable Reserve Requirement in 12 equal monthly installments in the Fiscal Year immediately following the Fiscal Year in which such valuation is made.

SECTION 5.6. Moneys to be Held in Trust. All moneys required or permitted to be deposited with or paid to the Trustee under any provisions of this Trust Agreement or the Purchase and Use Agreement, and any investments thereof, shall be held by the Trustee in trust. Except for moneys held by the Trustee pursuant to Section 5.7 hereof, all moneys described in the preceding sentence held by the Trustee shall be subject to the lien of this Trust Agreement while so held.

SECTION 5.7. Nonpresentment of Bonds. If any Bond is not presented for payment when its principal becomes due in whole or in part, or a check or draft for interest is uncashed, if moneys sufficient to pay the principal then due on that Bond or such check or draft shall have been made available to the Trustee for the benefit of its Holder, all liability of the Corporation or the City to that Holder for the payment of the principal then due or of the check or draft thereupon shall cease and be discharged completely. Thereupon, it shall be the duty of the Trustee to hold those moneys, without liability for interest thereon, for the exclusive benefit of the Holder, who shall be restricted thereafter exclusively to those moneys for any claim of whatever nature on its part under this Trust Agreement or on, or with respect to, that principal then due or of such check or draft.

Subject to applicable law, any such moneys which shall be so held by the Trustee, and which remain unclaimed by the Holder of a Bond not presented for payment or check or draft not cashed for a period of five years after the due date thereof, shall be paid to the City free of any trust or lien. Thereafter, the Holder of such Bond shall look only to the City for payment and then only to the amounts so received by the City without any interest thereon, and the Trustee shall not have any responsibility with respect to those moneys.

SECTION 5.8. Repayment to City from Bond Fund. Except as provided in Section 5.7 hereof, any amounts remaining in the Bond Fund in excess of the amounts necessary to effect the payment and discharge of the Bonds (i) after all of the Outstanding Bonds shall be deemed paid and discharged under the provisions of this Trust Agreement, and (ii) after payment of all fees, charges and expenses of the Trustee and of all other amounts required to be paid under this Trust Agreement and the Purchase and Use Agreement, shall be paid to the City.

ARTICLE VI TRUSTEE

SECTION 6.1. Trustee's Acceptance and Responsibilities.

(a) The Trustee accepts the trusts imposed upon it by this Trust Agreement, and agrees to observe and perform those trusts, but only upon and subject to the terms and conditions set forth in this Article VI, to all of which the parties hereto and the Holders agree.

(b) It is expressly understood and agreed that this Trust Agreement is being executed by the Trustee not in its corporate and individual capacity but solely as trustee hereunder in the exercise of the power and authority conferred and vested in it as such Trustee. It is further understood and agreed that neither the Trustee nor any past, present or future director, officer, employee, agent, controlling person or nominee of the Trustee shall be personally liable for any breach of any representation or warranty of the trust incorporated herein or in any other agreement or obligation contemplated hereby and nothing herein or therein contained shall be construed as creating any liability of the Trustee in its corporate and

individual capacity or as creating any liability of any past, present or future director, officer, employee, agent, controlling person or nominee of the Trustee to make any payment or to perform any agreement or undertaking contained herein or therein.

(c) Prior to the occurrence of an Event of Default of which the Trustee has been notified or deemed to have been notified as provided in paragraph (f) of Section 6.2 hereof, and after the cure or waiver of all defaults or Events of Default which may have occurred,

(i) the Trustee undertakes to perform only those duties and obligations which are set forth specifically in this Trust Agreement, and no duties or obligations shall be implied to the Trustee; and

(ii) in the absence of bad faith on its part, the Trustee may rely conclusively, as to the truth of the statements and the correctness of the opinions expressed therein, upon certificates or opinions furnished to the Trustee and conforming to the procedural requirements of this Trust Agreement; but in the case of any such certificates or opinions which by any provision hereof are required specifically to be furnished to the Trustee, the Trustee shall be under a duty to examine the same to determine whether or not they conform to the procedural requirements of this Trust Agreement.

(d) After the occurrence of an Event of Default of which the Trustee has knowledge or is deemed to have knowledge, the Trustee shall exercise those rights and powers vested in it by this Trust Agreement and shall use the same degree of care and skill in their exercise, as a prudent person would exercise or use under the circumstances in the conduct of his or her own affairs.

(e) No provision of this Trust Agreement shall be construed to relieve the Trustee from liability for its own negligent action, its own negligent failure to act, or its own willful misconduct, except that

(i) this subsection shall not be construed to affect the limitation of the Trustee's duties and obligations provided in subsection (c)(i) of this Section or the Trustee's right to rely on the truth of statements and the correctness of opinions as provided in subsection (c)(ii) of this Section;

(ii) the Trustee shall not be liable for any error of judgment made in good faith by any one of its officers, unless it shall be established that the Trustee was negligent in ascertaining the pertinent facts;

(iii) the Trustee shall not be liable with respect to any action taken or omitted to be taken by it in good faith in accordance with the direction of the Holders of not less than a majority in principal amount of the Outstanding Bonds relating to the time, method and place of conducting any proceeding for any remedy available to the Trustee, or exercising any trust or power conferred upon the Trustee, under this Trust Agreement;

(iv) no provision of this Trust Agreement shall require the Trustee to expend or risk its own funds or otherwise incur any financial liability in the performance of any of its duties hereunder, or in the exercise of any of its rights or powers if it shall have reasonable grounds for believing that repayment of such funds or adequate indemnity against such risk or liability is not reasonably assured to it; and

(v) the Trustee may act upon the opinion or advice of any attorney (who may be the attorney or attorneys for the Corporation or the City) selected by the Trustee in the exercise of reasonable care. The Trustee shall not be responsible for any loss or damage resulting from any action taken or omitted to be taken in good faith in reliance upon that opinion or advice.

(f) Every provision of this Trust Agreement relating to the conduct or affecting the liability of or affording protection to the Trustee shall be subject to the provisions of this Article VI. Whenever the Trustee acts in its capacity as Trustee with respect to any document or agreement relating the Bonds, the provisions of this Article VI shall apply to all such action.

SECTION 6.2. Certain Rights and Obligations of the Trustee. Except as otherwise provided in Section 6.1 hereof:

(a) The Trustee (i) may execute any of the trusts or powers hereof and perform any of its duties by or through attorneys, agents, receivers or employees and shall not be answerable for the conduct of the same if appointed with due care, (ii) shall be entitled to the advice of counsel concerning all matters of trusts or powers hereof and duties hereunder, and (iii) may pay reasonable compensation in all cases to all of those attorneys, agents, receivers and employees reasonably employed by it in connection with the trusts hereof.

(b) Except as may be required of it in its capacity as assignee of the Corporation under the Purchase and Use Agreement or as specifically provided for elsewhere herein, the Trustee shall not be responsible for:

(i) any recital in this Trust Agreement or the Bonds or any information in any offering memorandum of other disclosure material,

(ii) the validity, priority, perfection, recording, rerecording, filing or refiling of this Trust Agreement or any Supplemental Agreement (or any assignment agreement related hereto or thereto), the Purchase and Use Agreement or the Base Lease or any financing statement with respect to the Trust Estate,

(iii) any instrument or document of further assurance or collateral assignment,

(iv) the initial filing of financing statements,

(v) insurance of any of the 2020 Real Property or the 2020 Facilities or collection of insurance moneys,

(vi) the validity of the execution by the Corporation of this Trust Agreement, any Supplemental Agreement or instruments or documents of further assurance,

(vii) the sufficiency of the security for the Bonds executed and delivered hereunder or intended to be secured hereby,

(viii) the value of or title to the 2020 Real Property or the 2020 Facilities, or

(ix) the maintenance of the security hereof, except that, in the event that the Trustee enters into possession of a part or all of the 2020 Real Property or the 2020 Facilities pursuant to any provision of the Purchase and Use Agreement or any other instrument or document collateral thereto, the Trustee shall use due diligence in preserving that property.

The Trustee shall not be bound to ascertain or inquire as to the observance or performance of any covenants, agreements or obligations on the part of the Corporation or the City under the Purchase and Use Agreement except as set forth hereinafter; but the Trustee may require of the Corporation or the City

full information and advice as to the observance or performance of those covenants, agreements and obligations.

(c) Except with respect to the disbursement of amounts deposited with or received by it under the provisions of this Trust Agreement, the Trustee shall not be accountable for the application by the City or any other Person of the proceeds of the Bonds. Under no circumstances shall the Trustee be liable in its individual capacity for the obligations evidenced by the Bonds.

(d) The Trustee shall be protected and shall incur no liability, in the absence of bad faith on its part, in acting or proceeding, or in not acting or not proceeding upon any notice, request, consent, certificate, order, affidavit, letter, telegram or other paper or document reasonably believed by it to be genuine and correct and to have been signed or sent by the proper Person or Persons. The Trustee is under no duty to make any investigation or inquiry as to any statements contained or matters referred to in any such instruments. Any action taken by the Trustee pursuant to this Trust Agreement upon the request or authority or consent of any Person who is the Holder of any Bond at the time of making, the request or giving the authority or consent, shall be conclusive and binding upon all future Holders of the same Bond and of Bonds executed and delivered in exchange therefor or in place therefor.

(e) As to the existence or nonexistence of any fact for which the Corporation or the City may be responsible or as to the sufficiency or validity of any instrument, document, report, paper or proceeding, the Trustee, in the absence of bad faith on its part, shall be entitled to rely upon a certificate signed on behalf of the Corporation by a Corporation Representative or the City by a City Representative as sufficient evidence of the facts recited therein. Prior to the occurrence of a default or Event of Default of which the Trustee has been notified or is deemed to have notice as provided in paragraph (f) of this Section, the Trustee may accept a similar certificate to the effect that any particular dealing, transaction or action is necessary or expedient; provided, that the Trustee in its discretion may require and obtain any further evidence which it deems to be necessary or advisable; and, provided further, that the Trustee shall not be bound to secure any further evidence.

(f) The Trustee shall not be required to take notice, and shall not be deemed to have notice, of any default or Event of Default with respect to the Bonds, except Events of Default described in Section 7.1 (a) hereof, unless the Trustee shall be notified specifically of the default or Event of Default in a written instrument or document delivered to it by the City or the Holders of at least 10% of the aggregate principal amount of Outstanding Bonds. In the absence of delivery of a notice satisfying those requirements, the Trustee may assume conclusively that there is no default or Event of Default, except as noted above.

(g) At any reasonable time, the Trustee and its duly authorized agents, attorneys, experts, engineers, accountants and representatives may inspect and copy fully all books, papers and records of the Corporation pertaining to the 2020 Real Property and the 2020 Facilities, and may make any memoranda from and in regard thereto as the Trustee may desire.

(h) The Trustee shall not be required to give any bond or surety with respect to execution of these trusts and powers or otherwise in respect of the premises.

(i) Notwithstanding anything contained elsewhere in this Trust Agreement, the Trustee may demand any showings, certificates, reports, opinions, appraisals and other information, and corporate action and evidence thereof, in addition to those required by the terms hereof, as a condition to the authentication and delivery of any Bonds or the taking of any action whatsoever within the purview of this Trust Agreement, if the Trustee deems it to be desirable for the purpose of establishing the right of

any Person to the taking of any other action by the Trustee; provided, that the Trustee shall not be required to make that demand.

(j) Before taking action hereunder pursuant to Section 6.4 or Article VII hereof (with the exception of any action required to be taken under Section 7.2 hereof), the Trustee may require that an indemnity bond satisfactory to it be furnished to the Trustee by the Holders for the reimbursement of all expenses which it may incur and to protect it against all liability by reason of any action so taken, except liability which is adjudicated to have resulted from its negligence or willful misconduct. The Trustee may take action without such indemnity, and in that case, all of the Trustee's expenses pursuant to Section 6.3 hereof with respect to the Bonds will be reimbursable as provided in the Purchase and Use Agreement.

(k) Unless otherwise provided herein, all moneys received by the Trustee under this Trust Agreement shall be held in trust for the purposes for which such moneys were received, until such moneys are used, applied or invested as provided herein; provided, that those moneys need not be segregated from other moneys, except to the extent required by this Trust Agreement or by law. The Trustee shall not have any liability for interest on any moneys received hereunder, except to the extent expressly provided herein or agreed with the Corporation.

(1) Any opinions, certificates and other instruments and documents for which provision is made in this Trust Agreement, may be accepted by the Trustee, in the absence of bad faith on its part, as conclusive evidence of the facts and conclusions stated therein and shall be full warrant, protection and authority to the Trustee for its action taken hereunder.

(m) The permissive right of the Trustee to do things enumerated in this Trust Agreement shall not be construed as a duty of the Trustee, and the Trustee shall be answerable only for its own negligence or willful misconduct.

SECTION 6.3. Fees, Charges and Expenses of Trustee. The Trustee acknowledges receipt of payment in full from the proceeds of the Bonds for its fees for its Ordinary Services rendered hereunder and for all advances, counsel fees and other Ordinary Expenses reasonably and necessarily paid or incurred, or to be paid or incurred, by it in connection with the provision of Ordinary Services to the date hereof. The Trustee shall be entitled to the payment of its annual charges upon invoice to the Corporation (which pursuant to the Purchase and Use Agreement shall be payable by the City). In the event that it should become necessary to perform Extraordinary Services including any such Extraordinary Services relating to a default or post-default situation, with respect to the Bonds, the Trustee shall be entitled to reasonable extra compensation therefor, determined in accordance with the Trustee's then-current fee schedule, and to reimbursement for reasonable and necessary Extraordinary Expenses incurred in connection therewith. After an Event of Default, the Trustee shall have a lien on the Trust Estate with right of payment prior to payment on account of interest, principal and premium, if any, on the Bonds for such Extraordinary Expenses.

Without creating a default or an Event of Default, however, the City may contest in good faith the necessity for any Extraordinary Service and Extraordinary Expense and the reasonableness of any fee, charge or expense.

The Trustee, in that or its other capacities, shall not be entitled to compensation or reimbursement for Extraordinary Services or Extraordinary Expenses occasioned by its negligence or willful misconduct.

Any amounts payable under this Section 6.3 are payable upon demand and shall bear interest from the date of demand therefor at the prime rate quoted from time to time by the banking association

serving as Trustee.

SECTION 6.4. Intervention by Trustee. The Trustee may and shall, at the direction of the Holders of at least 25% of the aggregate principal amount of the Outstanding Bonds, intervene in any judicial proceeding to which the Corporation or the City is a party and which in the opinion of the Trustee and its counsel has a substantial bearing on the interests of Holders of the Bonds. The rights and obligations of the Trustee under this Section are subject to the approval of that intervention by a court of competent jurisdiction. The Trustee may require that a satisfactory indemnity bond be provided to it by the Holders in accordance with Sections 6.1 and 6.2 hereof before it takes action hereunder.

SECTION 6.5. Successor Trustee. Anything herein to the contrary notwithstanding:

(a) Any corporation or association (i) into which the Trustee may be converted or merged, (ii) with which the Trustee or any successor to it may be consolidated, or (iii) to which it may sell or transfer its corporate trust business and assets as a whole or substantially as a whole, or any corporation or association resulting from any such conversion, merger, consolidation, sale or transfer, ipso facto, shall be and become successor Trustee hereunder and shall be vested with all of the title to the whole property or Trust Estate hereunder.

(b) Any such corporation or association that becomes a successor Trustee by virtue of the foregoing shall be vested further, as was its predecessor, with each and every trust, property, remedy, power, right, duty, obligation, discretion, privilege, claim, demand, cause of action, immunity, estate, title, interest and lien expressed or intended by this Trust Agreement to be exercised by, vested in or conveyed to the Trustee, without the execution or filing of any instrument or document or any further act on the part of any of the parties hereto.

SECTION 6.6. Resignation by Trustee. The Trustee may resign at any time from the trusts created hereby by giving written notice of the resignation to the City and the Corporation and by mailing written notice of the resignation to the Holders as their names and addresses appear on the Register at the close of business 15 days prior to the mailing. The resignation shall take effect upon the appointment of a successor Trustee and its acceptance of its duties as set forth in Section 6.8 hereof.

SECTION 6.7. Removal of Trustee.

(a) The Trustee may be removed for cause at any time by an instrument or document or concurrent instruments or documents in writing delivered to the Trustee, with copies thereof mailed to the City and the Corporation, and signed by or on behalf of the Holders of not less than a majority of the aggregate principal amount of the Outstanding Bonds.

(b) For so long as no Event of Default has occurred and is continuing, the Corporation at the written direction of the City may remove the Trustee without cause or for no cause upon 30 days' written notice.

(c) The Trustee also may be removed at any time for any breach of trust or for acting or proceeding in violation of, or for failing to act or proceed in accordance with, any provision of this Trust Agreement with respect to the duties and obligations of the Trustee by any court of competent jurisdiction upon the application of the Corporation, the City or the Holders of not less than 25% in aggregate principal amount of the Outstanding Bonds.

(d) At the request of the City, so long as no default exists under the Purchase and Use

Agreement and no Event of Nonappropriation has occurred, the Corporation may appoint a successor Trustee as provided in Section 6.8 hereof.

SECTION 6.8. Appointment of Successor Trustee.

(a) If (i) the Trustee shall resign, shall be removed, shall be dissolved, or shall become otherwise incapable of acting hereunder, (ii) the Trustee shall be taken under the control of any public officer or officers, or (iii) a receiver shall be appointed for the Trustee by a court, then a successor Trustee shall be appointed by the Corporation (with the agreement of the City if there is no Event of Default and no Event of Nonappropriation under the Purchase and Use Agreement); provided, that if a successor Trustee is not so appointed within ten days after (x) a notice of resignation or any instrument or document of removal is received by the Corporation as provided in Sections 6.6 and 6.7 hereof, respectively, or (y) the Trustee is dissolved, taken under control, becomes otherwise incapable of acting or a receiver is appointed, in each case, as provided above, then, so long as the Corporation shall not have appointed a successor Trustee, the Holders of a majority in aggregate principal amount of the Outstanding Bonds not paid or provided for may designate a successor Trustee by an instrument or document or concurrent instruments or documents in writing signed by or on behalf of those Holders. If no appointment of a successor Trustee shall be made pursuant to the foregoing provisions of this Section within 60 days of the occurrence of any event listed in Section 6.8(a)(i)-(iii) hereof, the Holder of any Outstanding Bond hereunder or any retiring Trustee may apply to any court of competent jurisdiction to appoint a successor Trustee. Such court may thereupon, after such notice, if any, as such court may deem proper and prescribe, appoint a successor Trustee. Notwithstanding any other provision of this Trust Agreement to the contrary, no resignation or removal of the Trustee shall become effective until a successor has been appointed and has accepted the duties of Trustee hereunder.

(b) Every successor Trustee appointed pursuant to this Section shall (i) be a trust company or bank having the powers of a trust company, (ii) be in good standing within the State and, if applicable, the United States, (iii) be duly authorized to exercise trust powers within the State and, if applicable, the United States, (iv) be subject to examination by federal or State authorities, (v) have a reported capital and surplus of not less than \$75,000,000, and (vi) be willing to accept the trusteeship under the terms and conditions of this Trust Agreement.

(c) Every successor Trustee appointed hereunder shall execute and acknowledge, and shall deliver to its predecessor and to the Corporation and the City an instrument or document in writing accepting the appointment. Thereupon, without any further act, the successor shall become vested with all of the trusts, properties, remedies, powers, rights, duties, obligations, discretion, privileges, claims, demands, causes of action, immunities, estates, titles, interests and liens of its predecessor. Upon the written request of its successor, the Corporation or the City, the predecessor Trustee (i) shall execute and deliver any instrument or document transferring to its successor all of the trusts, properties, remedies, powers, rights, duties, obligations, discretions, privileges, claims, demands, causes of action, immunities, estates, titles, interests, and liens of the predecessor Trustee hereunder, and (ii) shall take any other action necessary to duly assign, transfer and deliver to its successor all property (including without limitation, all securities and moneys) held by it as Trustee. Should any instrument or document in writing from the Corporation be requested by any successor Trustee for vesting and the conveying more fully and certainly in and to that successor the trusts, properties, remedies, powers, rights, duties, obligations, discretions, privileges, claims, demands, causes of action, immunities, estates, titles, interests and liens vested or conveyed hereby in or to the predecessor Trustee, the Corporation shall execute, acknowledge and deliver that instrument or document.

(d) In the event of a change in the Trustee, the predecessor Trustee shall cease to be custodian

of any moneys which it may hold pursuant to this Trust Agreement and shall cease to act as Paying Agent for the Bonds, the successor Trustee shall become custodian of such moneys and the Paying Agent.

(e) Upon the appointment of a successor Trustee and completion by the predecessor Trustee of the actions required of it under (c) above, the predecessor Trustee shall not be liable for any acts of its successor.

SECTION 6.9. Dealing in Bonds. The Trustee and its affiliates, and any directors, officers, employees or agents thereof, in good faith, may become the owner of any Bond or Bonds with the same rights which they would have hereunder if the Trustee did not serve in that capacity.

SECTION 6.10. Representations, Agreements and Covenants of Trustee. The Trustee hereby represents that it is a banking association duly organized, validly existing and in good standing under the laws of the United States and duly authorized to exercise corporate trust powers in the State, it has an unimpaired reported capital and surplus of not less than \$75,000,000. The Trustee covenants that it will take such action, if any, as is necessary to remain in good standing and duly authorized to exercise corporate trust powers in the State, and that it will maintain unimpaired reported capital and surplus of not less than \$75,000,000. The Trustee accepts and agrees to observe and perform the duties and obligations of the Trustee hereunder and under any other instrument or document providing security for the Bonds; provided, nevertheless, that the Trustee shall not be responsible or liable for the performance of or observation of any covenants respecting the maintenance of federal tax exemption of interest with respect to the Bonds in the absence of specific direction in writing from the City or the Corporation and shall not be responsible for ascertaining the requirements of federal tax law with respect thereto.

SECTION 6.11. Right of Trustee to Pay Taxes and Other Charges. Reference is made to the Purchase and Use Agreement whereby the Corporation is authorized to advance moneys (i) to pay taxes, assessments and other governmental charges with respect to the 2020 Real Property and the 2020 Facilities, (ii) for the discharge of mechanic's and other liens relating to the 2020 Real Property and the 2020 Facilities, (iii) to obtain and maintain insurance for the 2020 Real Property and the 2020 Facilities and pay premiums therefor, and (iv) generally, to make payments and incur expenses in the event that the City fails to do so as required by such Purchase and Use Agreement or the Base Lease. The Trustee may make those advances but shall not be required to do so (and may require indemnification) pursuant to Sections 6.1(e)(iv) hereof, but without prejudice to any rights of the Trustee as assignee of the Corporation against the City for failure of the City to do so.

ARTICLE VII DEFAULT PROVISIONS AND REMEDIES OF TRUSTEE AND HOLDERS

SECTION 7.1. Defaults; Events of Default. The occurrence of any of the following events is defined as and declared to be and to constitute an Event of Default hereunder:

(a) Payment of the principal or interest due on any Bond shall not be made when and as such payment shall become due and payable; or

(b) The occurrence and continuance of an Event of Default as defined in Section 8.1 of the Purchase and Use Agreement; or

(c) Any material breach by the Corporation of any representation or warranty made in this Trust Agreement or default in the performance or observance of any other of the covenants, agreements, or conditions on the part of the Corporation in this Trust Agreement or in the Bonds contained; or

(d) The issuance of an order of relief by the Bankruptcy Court of the United States District Court having valid jurisdiction, granting the Corporation relief under federal bankruptcy law, or the issuance by any other court having valid jurisdiction of an order or decree under applicable federal or state law providing for the appointment of a receiver, liquidator, assignee, trustee, or sequestrator (or other similar official) of the Corporation or any substantial part of its property, affairs, or assets, and the continuance of any such decree or order unstayed and in effect for a period of 60 consecutive days; or

(e) The consent by the Corporation to the institution of proceedings in bankruptcy against it, or to the institution of any proceeding against it under any federal or state insolvency laws, or to the filing of any petition, application, or complaint seeking the appointment of a receiver, liquidator, assignee, trustee, or sequestrator (or other similar official) of the Corporation or of any substantial part of its property, affairs, or assets.

SECTION 7.2. Notice of Default. In the event the Trustee becomes aware of the occurrence of any of the events described in Section 7.1 above with respect to the Purchase and Use Agreement, the Trustee shall give written notice of the Event of Default, by registered or certified mail or by overnight delivery, to the City and the Corporation, within 10 days after the Trustee has knowledge of the Event of Default. If an Event of Default occurs of which the Trustee has notice pursuant to this Trust Agreement, the Trustee shall give written notice thereof, within 30 days after the Trustee's receipt of notice of its occurrence, to the Holders of all Outstanding Bonds as shown by the Register at the close of business 15 days prior to the mailing of that notice.

SECTION 7.3. Remedies; Rights of Holders.

(a) General. Upon the occurrence and continuance of an Event of Default, the Trustee may pursue any available remedy to enforce the payment of any amounts due with respect to the Bonds or the observance and performance of any other covenant, agreement or obligation under this Trust Agreement, the Purchase and Use Agreement (including but not limited to the right to relet the Corporation Facilities as provided in Section 8.2 of the Purchase and Use Agreement) pertaining thereto or any other instrument providing security, directly or indirectly, for the Bonds. If, upon the occurrence and continuance of an Event of Default, the Trustee is requested so to do by the Holders of at least 25% of the aggregate of the principal amount of the Outstanding Bonds, the Trustee (subject to the provisions of Sections 6.1 and 6.2 hereof, including being indemnified as provided therein) shall exercise one or more rights and powers conferred by this Section as the Trustee, upon advice of counsel, deems most expedient in the interests of the Holders of such Bonds.

(b) Acceleration. Upon the occurrence of an Event of Default, and at any time thereafter while such Event of Default continues, then, and in each and every case, the Trustee in its own name and as trustee of an express trust, on behalf and for the benefit and protection of the Holders of all Outstanding Bonds, may proceed, and upon the written request of the Holders of not less than 25% in principal amount of the Outstanding Bonds, shall proceed, to declare the principal of all Outstanding Bonds, except as noted below, together with all accrued and unpaid interest thereon, if not already due, to be due and payable immediately, and upon any such declaration the same shall become and be due and payable immediately, anything contained in this Trust Agreement or any Supplemental Agreement or in any of the Bonds to the contrary notwithstanding. This provision is also subject, however, to the condition that, if at any time after the principal of the Bonds, together with the accrued and unpaid interest thereon and other moneys secured hereby, have been so declared due and payable and before any further action has been taken (other than the making of the above declaration), the principal amount of all Bonds which have matured either according to the maturity date or dates otherwise specified therein (except as a result of such declaration) and all arrears of interest upon all Bonds, except interest accrued but not yet due on said

Bonds, have been paid or caused to be paid, and all other Events of Default, if any, which have occurred have been remedied, cured or secured, then and in each and every such case the Holders of 25% in principal amount of the Outstanding Bonds, by notice in writing delivered to the Trustee and the Corporation, may waive such Event of Default and its consequences and rescind and annul such declaration. No such waiver or rescission or annulment shall extend to or affect any subsequent default or impair or exhaust any right or power related to such subsequent default.

(c) Other Remedies. In case any one or more of the Events of Default shall happen and be continuing, then and in every such case, but subject to the provisions of Section 7.7 hereof, the Holder of any Outstanding Bond or Trustee therefor, may, for the equal benefit and protection of all Holders of the Bonds similarly situated:

(i) by mandamus or other suit, action or proceedings at law or in the equity, enforce such Bondholder's right against the Corporation and require and compel the Corporation to perform and carry out its duties and obligations under this Trust Agreement or enforce any such remedies against the City pursuant to the Purchase and Use Agreement, and require and compel the Corporation to perform and carry out its covenants and agreements with the Bondholders;

(ii) by action or suit in equity require the Corporation to account as if such Corporation were the trustee of an express trust;

(iii) by action or suit in equity enjoin any acts or things which may be unlawful or in violation of the rights of the Bondholders;

(iv) bring suit upon the Bonds;

(v) take such other action with respect to the Trust Estate, including obtaining the appointment of a receiver, as it may deem appropriate and apply any funds resulting therefrom as if such funds were Revenues; or

(vi) avail itself of any other remedy, whether at law or in equity, as it may determine to be appropriate.

(d) Remedies Under Uniform Commercial Code. Subject to the terms of the Base Lease, the Trustee may exercise any rights, powers, or remedies it may have as a secured party under the Uniform Commercial Code of the State, or other similar laws in effect.

(e) No Remedy Exclusive, Effect of Delay and Waiver. No remedy conferred upon or reserved to the Trustee (or to the Holders) by this Trust Agreement is intended to be exclusive of any other remedy. Each remedy shall be cumulative and shall be in addition to every other remedy given hereunder or otherwise to the Trustee or to the Holders now or hereafter existing. No delay in exercising or omission to exercise any remedy, right or power accruing upon any default or Event of Default shall impair that remedy, right or power or shall be construed to be a waiver of any default or Event of Default or acquiescence therein. Every remedy, right and power may be deemed to be expedient. No waiver of any default or Event of Default hereunder, whether by the Trustee or by the Holders, shall extend to or shall affect any subsequent default or Event of Default or shall impair any remedy, right or power consequent thereon.

(f) Remedies Under Purchase and Use Agreement and Base Lease. As the assignee of all right, title and interest of the Corporation in and to the Purchase and Use Agreement and the Base Lease, the

Trustee is empowered to enforce each remedy, right and power granted to the Corporation under the Purchase and Use Agreement (except for the Reserved Rights and any other rights specifically reserved to the Corporation) and the Base Lease. In exercising any remedy, right or power under the Purchase and Use Agreement, the Base Lease or this Trust Agreement, the Trustee shall take any action which would best serve the interests of the Holders in the judgment of the Trustee, applying the standards and subject to the rights described in Sections 6.1 and 6.2 hereof.

SECTION 7.4. Right of Holders to Direct Proceedings. Anything to the contrary in this Trust Agreement notwithstanding, the Holders of at least a majority in aggregate principal amount of the Outstanding Bonds shall have the right at any time to direct, by an instrument or document or instruments or documents in writing executed and delivered to the Trustee, the method and place of conducting all proceedings to be taken in connection with the enforcement of the terms and conditions of this Trust Agreement or any other proceedings hereunder; provided, that (i) any direction shall not be other than in accordance with the provisions of law and of this Trust Agreement, (ii) the Trustee shall be indemnified as provided in Sections 6.1 and 6.2 hereof, and (iii) the Trustee may take any other action which it deems to be proper and which is not inconsistent with the direction and is not unduly prejudicial to the rights of the other bondholders and would not involve the Trustee in personal liability.

SECTION 7.5. Application of Moneys.

(a) Unless the principal of all Outstanding Bonds shall have become or have been declared due and payable, any funds received by the Trustee hereunder, after payment of costs and expenses of collection and any outstanding fees and expenses of the Trustee, shall be applied as follows (provided, however, that amounts on deposit in a subaccount of the Facilities Purchase Account or the Reserve Account established for the benefit of a particular series of Bonds shall be available solely with respect to such Bonds):

First: To the payment to the Persons entitled thereto of all installments of interest then due on the Bonds in the order of maturity of such installments, and, if the amount available shall not be sufficient to pay in full any installment or installments maturing on the same date, then to the payment thereof ratably, according to the amounts due thereon to the person entitled thereto, without any discrimination or preference;

Second: To the payment to the Persons entitled thereto of the unpaid principal amounts or redemption premium, if any, of any Bonds which shall have become due (other than Bonds previously called for redemption in accordance with the provisions hereof), whether at maturity or by call for redemption, in the order of their due dates, and if the amounts available shall not be sufficient to pay in full all the Bonds due on any date, then to the payment thereof ratably, according to the principal amounts or redemption premium, if any, due on such date, to the Persons entitled thereto, without any discrimination or preference; and

Third: If, when there is not an Event of Default, the Trustee is required to expend funds to defend itself in a lawsuit which arises under a cause of action attacking the legality of the Bonds, the inclusion of interest earned on the Bonds in the gross income for federal income tax purposes of a Bondholder, or the status of the Corporation as issuer, then, in such event the Trustee shall be entitled to a call on the funds for the same kinds of expenses as are described as costs and expenses of collection as described in (b) below.

(b) If the principal of all Outstanding Bonds shall have become or have been declared due and payable, any funds received by the Trustee hereunder, after payment of costs and expenses of collection

and any outstanding fees and expenses of the Trustee, shall be applied to the payment of the principal and interest then due and unpaid upon the Bonds without preference or priority of principal over interest or of interest over principal, of any installment of interest over any other installment of interest, or of any Bond over any other Bond, ratably, according to the amounts due respectively for principal and interest, to the Persons entitled thereto without any discrimination or preference; provided, however, that amounts on deposit in a subaccount of the Facilities Purchase Account or the Reserve Account established for the benefit of a particular series of Bonds shall be available solely with respect to such Bonds. For purposes hereof, "costs and expenses of collection" shall include such expenses as are necessary for the Trustee to fulfill its obligation of due diligence to protect the interests of the Bondholders in the Trust Estate which may include the Trustee's reasonable expenses and fees for its duties administering this Trust Agreement while the Bonds are in default to include its normal fees, additional expenses resulting from managing any of the property forming part of the Trust Estate, expenses of counsel to represent the Trustee, expenses of any and all consultants employed by the Trustee and direct expenses of the Trustee to include the costs of preparing and mailing notices to Bondholders and other parties.

(c) If the principal of all Outstanding Bonds shall have been declared due and payable, and if such declaration shall thereafter have been rescinded and annulled under the provisions of this Article, then, subject to the provisions of paragraph (b) of this Section in the event that the principal of all Outstanding Bonds shall later become due or be declared due and payable, moneys shall be applied in accordance with the provisions of paragraph (a) of this Section.

(d) Whenever moneys are to be applied pursuant to the provisions of this Section, those moneys shall be applied at such times, and from time to time, as the Trustee shall determine, having due regard to the amount of moneys available for application and the likelihood of additional moneys becoming available for application in the future. Whenever the Trustee shall direct the application of those moneys, it shall fix the date upon which the application is to be made, and upon that date, interest shall cease to accrue on the amounts of principal, if any, to be paid on that date, provided the moneys are available therefor. The Trustee shall give notice of the deposit with it of any moneys and of the fixing of that date, all consistent with the requirements of Section 3.5 hereof for the establishment of, and for giving notice with respect to, a Special Record Date for the payment of overdue interest. The Trustee shall not be required to make payment of principal of a Bond to the Holder thereof, until the Bond shall be presented to the Trustee for appropriate endorsement or for cancellation if it is paid fully.

(e) Whenever all Bonds and interest thereon have been paid under the provisions of this Section and all expenses and charges of the Trustee [and all amounts (if any) owed to the Bond Insurer] have been paid, any balance remaining shall be paid to the Person entitled to receive the same; if no other Person shall be entitled thereto, then the balance shall be paid to the City or as a court of competent jurisdiction may direct.

SECTION 7.6. Remedies Vested in Trustee. All rights of action (including without limitation, the right to file proofs of claims) under this Trust Agreement or under any of the Bonds may be enforced by the Trustee without the possession of any of the Bonds or the production thereof in any trial or other proceeding relating thereto. Any suit or proceeding instituted by the Trustee shall be brought in its name as Trustee without the necessity of joining any Holders as plaintiffs or defendants. Any recovery of judgment shall be for the benefit of the Holders of the Outstanding Bonds subject to the provisions of this Trust Agreement.

SECTION 7.7. Rights and Remedies of Holders. A Holder of a Bond shall not have any right to institute any suit, action or proceeding for the enforcement of this Trust Agreement, for the execution of any trust hereof, or for the exercise of any other remedy hereunder, unless there has occurred and is continuing an Event of Default of which the Trustee has been notified or is deemed to have notice as provided in Section 6.2(f) hereof; the Holders of at least 25% in aggregate principal amount of the Outstanding Bonds shall have made written request to the Trustee and shall have afforded the Trustee reasonable opportunity to proceed to exercise the remedies, rights and powers granted herein or to institute the suit, action or proceeding in its own name, and shall have offered indemnity to the Trustee as provided in Sections 6.1 and 6.2 hereof; and the Trustee thereafter shall have failed or refused to exercise the remedies, rights and powers granted herein or to institute the suit, action or proceeding in its own name. At the option of the Trustee, such notification (or notice), request, opportunity and offer of indemnity are conditions precedent in every case, to the institution of any suit, action or proceeding described above.

No one or more Holders of the Bonds shall have any right to affect, disturb or prejudice in any manner whatsoever the security or benefit of this Trust Agreement by its or their action, or to enforce, except in the manner provided herein, any remedy, right or power hereunder. Any suit, action or proceeding shall be instituted, had and maintained in the manner provided herein for the benefit of the Holders of all Outstanding Bonds. Nothing in this Trust Agreement shall affect or impair, however, the right of any Holder to enforce the payment of the principal and interest due on any Bond owned by that Holder at and after the due date thereof, at the place, from the sources and in the manner expressed in the Bond.

SECTION 7.8. Termination of Proceedings. In case the Trustee shall have proceeded to enforce any remedy, right or power under this Trust Agreement in any suit, action or proceedings, and the suit, action or proceedings shall have been discontinued or abandoned for any reason, or shall have been determined adversely to the Trustee, the Corporation and the Holders shall be restored to their former positions and rights hereunder, respectively, and all rights, remedies and powers of the Trustee shall continue as if no suit, action or proceedings had been taken.

SECTION 7.9. Waivers of Events of Default. Except as hereinafter provided, at any time, in its discretion, the Trustee may waive any Event of Default hereunder and its consequences and shall do so upon the written request of the Holders of Bonds of least a majority in aggregate principal amount of Bonds Outstanding. There shall not be so waived, however, any Event of Default described in Section 7.1 (a) hereof unless at the time of such waiver payments of all amounts then due and payable with respect to the Bonds have been made or provision has been made therefor. In the case of such waiver, or in case any suit, action or proceeding taken by the Trustee on account of any Event of Default shall have been discontinued, abandoned or determined adversely to it, the Trustee and the Holders shall be restored to their former positions and rights hereunder, respectively. No waiver or rescission shall extend to any subsequent or other Event of Default or impair any right consequent thereon.

ARTICLE VIII SUPPLEMENTAL AGREEMENTS

SECTION 8.1. Supplemental Agreements Generally. The Corporation and the Trustee may enter into Supplemental Agreements, as provided in this Article and pursuant to the other provisions thereof in this Trust Agreement.

SECTION 8.2. Supplemental Agreements Not Requiring Consent of Holders. Without the consent of, or notice to, any of the Holders[, the Bond Insurer], the Corporation and the Trustee may

enter into Supplemental Agreements which may be for any one or more of the following purposes:

- (a) To cure any ambiguity, inconsistency or formal defect or omission in this Trust Agreement;
- (b) To grant to or confer upon the Trustee for the benefit of the Holders any additional rights, remedies, powers or authority that lawfully may be granted to or conferred upon the Holders or the Trustee;
- (c) To assign additional revenues under this Trust Agreement;
- (d) To accept additional security and instruments and documents of further assurance with respect to the 2020 Real Property and the 2020 Facilities;
- (e) To add to the covenants, agreements and obligations under this Trust Agreement, other covenants, agreements and obligations to be observed for the protection of the Holders;
- (f) To evidence any succession to the Trustee and the assumption by its successor of the covenants, agreements and obligations of the Trustee under this Trust Agreement and the Bonds;
- (g) To permit the use of a Book Entry System to identify the owner of a proportionate interest in the payments under the Purchase and Use Agreement, whether that proportionate interest was formerly, or could be, evidenced by a tangible security;
- (h) To permit the Trustee to comply with any obligations imposed upon it by law;
- (i) To specify further the duties and responsibilities of the Trustee;
- (j) To achieve compliance of this Trust Agreement with any applicable federal securities or tax law;
- (k) To make amendments to the provisions hereof relating to matters under the Code, if, in the opinion of nationally recognized bond counsel selected by the Corporation, those amendments would not cause the interest on the Bonds to become includable in the gross incomes of the recipients thereof for federal income tax purposes;
- (l) Subject to the prior written consent of the Holders of the Series 2020 Bonds, if required pursuant to Section 3.4(c) hereof, to make provision for the issuance of Additional Bonds as provided for herein, including but not limited to the addition of any provisions related to a subaccount of the Reserve Account of the Bond Fund (or the establishment, maintenance, investment or use thereof) established for such Additional Bonds;
- (m) To permit any other amendment which is not to the prejudice of the Trustee (in the judgment of the Trustee) or the Holders; or
- (n) To reflect a change in applicable law.

The provisions of paragraphs (h), (j) and (n) above shall not be deemed to constitute a waiver by the Trustee or any Holder of any right which it may have in the absence of those provisions to contest the application of any change in law to this Trust Agreement or the Bonds.

SECTION 8.3. Supplemental Agreements Requiring Consent of Holders. Exclusive of Supplemental Agreements to which reference is made in Section 8.2 hereof and subject to the terms, provisions and limitations contained in this Section, and not otherwise, with the consent of the Holders of not less than a majority in aggregate principal amount of the Outstanding Bonds at such time, evidenced as provided in this Trust Agreement [and the prior written consent of the Bond Insurer pursuant to Section 13.1(v)], the Corporation and the Trustee may execute and deliver Supplemental Agreements adding any provisions to, changing in any manner or eliminating any of the provisions of this Trust Agreement or any Supplemental Agreement or restricting in any manner the rights of the Holders. Nothing in this Section or Section 8.2 hereof shall, however, be construed as permitting:

(a) without the consent of the Holder of each Bond so affected, (i) an extension of the maturity of the principal of or the interest on any Bond, or (ii) a reduction in the principal amount of any Bond or the rate of interest thereon, or

(b) without the consent of the Holders of all Outstanding Bonds, (i) the creation of a privilege or priority of any Bond or Bonds over any other Bond or Bonds, or (ii) a reduction in the aggregate principal amount of the Bonds required for consent to a Supplemental Agreement; provided, however, that the establishment of an escrow for the defeasance of a portion of the Bonds shall not be deemed to constitute the creation of a privilege or priority for the benefit of the Bonds to be defeased.

If the Corporation shall request that the Trustee execute and deliver any Supplemental Agreement for any of the purposes of this Section, upon (i) being satisfactorily indemnified with respect to its expenses and liability in connection therewith, and (ii) if required by Section 8.4 hereof, receipt of the City's consent to the proposed execution and delivery of the Supplemental Agreement, the Trustee shall cause notice of the proposed execution and delivery of the Supplemental Agreement to be mailed by first class mail, postage prepaid, to all Holders of Outstanding Bonds at their addresses as they appear on the Register at the close of business on the 15th day preceding that mailing.

The Trustee shall not be subject to any liability to any Holder by reason of the Trustee's failure to mail, or the failure of any Holder to receive, the notice required by this Section. Any failure of that nature shall not affect the validity of the Supplemental Agreement when there has been consent thereto as provided in this Section. The notice shall set forth briefly the nature of the proposed Supplemental Agreement and shall state that copies thereof are on file at the principal trust office of the Trustee for inspection by all Holders.

If the Trustee shall receive, within a period described by the Trustee of not less than 60 days but not exceeding one year, following the mailing of the notice, an instrument or document or instruments or documents (which instrument or document or instruments or documents shall refer to the proposed Supplemental Agreement in the form described in the notice), by which the Holders of not less than a majority in aggregate principal amount of the Outstanding Bonds consent to the execution of such Supplemental Agreement, the Trustee shall, but shall not otherwise, execute and deliver the Supplemental Agreement in substantially the form to which reference is made in the notice as being on file with the Trustee, without liability or responsibility to any Holder, regardless of whether that Holder shall have consented thereto.

Any consent shall be binding upon the Holder of the Bond giving the consent and, anything herein to the contrary notwithstanding, upon any subsequent Holder of that Bond and of any Bond executed and delivered in exchange therefor (regardless of whether the subsequent Holder has notice of the consent to the Supplemental Agreement). A consent may be revoked in writing, however, by the Holder who gave the consent or by a subsequent Holder of the Bond by a revocation of such consent

received by the Trustee prior to the execution and delivery by the Trustee of the Supplemental Agreement. At any time after the Holders of the required percentage of Bonds shall have filed their consents to the Supplemental Agreement, the Trustee shall make and file with the City a written statement that the Holders of the required percentage of Bonds have filed those consents. That written statement shall be conclusive evidence that the consents have been so filed.

If the Holders of the required percentage in aggregate principal amount of Outstanding Bonds shall have consented to the Supplemental Agreement, as provided in this Section, no Holder shall have any right (a) to object to (i) the execution or delivery of the Supplemental Agreement, (ii) any of the terms and provisions contained therein, or (iii) the operation thereof, (b) to question the propriety of the execution and delivery thereof, or (c) to enjoin or restrain the Trustee from that execution or delivery or from taking any action pursuant to the provisions thereof.

Notwithstanding any other provision of this Trust Agreement, for so long as the underwriter or other purchaser of any Bonds issued pursuant to this Trust Agreement is the registered holder or beneficial owner of such Bonds, such underwriter or purchaser is authorized to assent to and consent to any amendments to this Trust Agreement in the same manner and to the extent as the Holders of such Bonds.

SECTION 8.4. Consent of City. Anything contained herein to the contrary notwithstanding, a Supplemental Agreement executed and delivered in accordance with this Article VIII which affects any rights or obligations of the City shall not become effective unless and until the City shall have consented in writing to the execution and delivery of that Supplemental Agreement. The Trustee shall cause notice of the proposed execution and delivery of any Supplemental Agreement and a copy of the proposed Supplemental Agreement to be mailed to the City, as provided in Section 12.3 hereof, (i) at least 30 days (unless waived by the City) before the date of the proposed execution and delivery in the case of a Supplemental Agreement to which reference is made in Section 8.2 hereof, and (ii) at least 30 days (unless waived by the City) before the giving of the notice of the proposed execution and delivery in the case of a Supplemental Agreement for which provision is made in Section 8.3 hereof.

SECTION 8.5. Authorization to Trustee; Effect of Supplemental Agreement. The Trustee is authorized to join with the Corporation in the execution and delivery of any Supplemental Agreement in accordance with this Article and to make the further agreements and stipulations which may be contained therein with the following effect:

- (a) That Supplemental Agreement shall form a part of this Trust Agreement;
- (b) All terms and conditions contained in that Supplemental Agreement as to any provision authorized to be contained therein shall be deemed to be a part of the terms and conditions of this Trust Agreement for any and all purposes;
- (c) This Trust Agreement shall be deemed to be modified and amended in accordance with the Supplemental Agreement; and
- (d) The respective rights, duties and obligations under this Trust Agreement of the Corporation, the Trustee and all Holders of Outstanding Bonds shall be determined, exercised and enforced hereunder in a manner which is subject in all respects to those modifications and amendments made by the Supplemental Agreement.

Express reference to any executed and delivered Supplemental Agreement may be made in the text of any Bonds executed and delivered thereafter, if that reference is deemed necessary or desirable by the Trustee or the Corporation. The Trustee shall not be required to execute a Supplemental Agreement containing provisions adverse to the Trustee.

SECTION 8.6. Opinion of Counsel. The Trustee shall be entitled to receive, and shall be fully protected in relying upon, a Favorable Opinion of Bond Counsel in connection with any proposed Supplemental Agreement. Prior to taking any action hereunder, the Trustee shall be entitled to assurance as to the payment of the fees and expenses of any counsel providing such opinion.

SECTION 8.7. Modification by Unanimous Consent. Notwithstanding anything contained elsewhere in this Trust Agreement, the rights and obligations of the Trustee and of the Holders of the Bonds, and the terms and provisions of the Bonds and this Trust Agreement or any Supplemental Agreement, may be modified or altered in any respect with the consent of (i) the Trustee, (ii) the Holders of all of the Outstanding Bonds [and the Bond Insurer, if applicable], and (iii) if required by Section 8.4 hereof, the City.

ARTICLE IX DEFEASANCE

SECTION 9.1. Defeasance.

(a) When principal or redemption price (as the case may be) of, and interest on, any Bonds issued hereunder has been paid, or provision shall have been made for payment of the same, together with the compensation of the Trustee and all other sums payable hereunder by the Corporation and the City [(including but not limited to amounts owed to the Bond Insurer)], the right, title and interest of the Trustee with respect to such Bonds shall thereupon cease and the Trustee shall release this Trust Agreement and shall execute such documents to evidence such releases as may be reasonably required by the Corporation and shall turn over to the Corporation or to such person, body or authority as may be entitled to receive the same all balances then held by it hereunder; provided, however, that the City shall in all events remain liable under the Purchase and Use Agreement (subject to Section 4.7 thereof) until all amounts due and owing thereunder have been paid.

(b) Provision for the payment of the Bonds shall be deemed to have been made when the Trustee holds, in an irrevocable deposit, under the provisions hereof (i) cash in an amount sufficient to make all payments specified above with respect to all of such Bonds, or (ii) Defeasance Obligations maturing on or before the date or dates when the payments specified above shall become due, the principal amount of which and the interest thereon, when due, is or will be, in the aggregate, sufficient without reinvestment to make all payments specified above with respect to such Bonds, or (iii) any combination of such cash and such Defeasance Obligations the amounts of which and interest thereon, when due, are or will be, in the aggregate, sufficient without reinvestment to make all payments specified above on such Bonds; provided that, to the extent such deposit does not consist of cash, the Trustee shall have received a report of an independent accountant or firm of accountants verifying that the computations of the amount available from Defeasance Obligations when added to any cash available shall be sufficient to meet the requirements hereof.

(c) Neither the obligations nor the moneys deposited with the Trustee pursuant to this Section shall be withdrawn or used for any purpose other than, and shall be segregated and held in trust for, the payment of the principal or redemption price of, and interest on, said Bonds.

(d) Whenever moneys or obligations shall be deposited with the Trustee for the payment or redemption of Bonds more than 60 days prior to the date that such Bonds are to mature or be redeemed, the Trustee shall mail a notice stating that such moneys or obligations have been deposited and identifying the Bonds for the payment of which such moneys or obligations are being held, to the Holders of Bonds for the payment of which such moneys or obligations are being held.

(e) Prior to any defeasance becoming effective under this Trust Agreement, there shall have been delivered to the Trustee an opinion of Bond Counsel, satisfactory to the Trustee, to the effect that interest on the Bonds being paid by such defeasance will not become subject to Federal income taxation by reason of such defeasance.

SECTION 9.2. Survival of Certain Provisions. Notwithstanding the foregoing, any provisions of this Trust Agreement which relate to the maturity of Bonds, interest payments and dates thereof, exchange, transfer and registration of Bonds, replacement of mutilated, destroyed, lost or stolen Bonds, the safekeeping and cancellation of Bonds, nonpresentment of Bonds, the holding of moneys in trust, and payments to the City from the Bond Fund pertaining to the Purchase and Use Agreement and the duties of the Trustee in connection with all of the foregoing, shall remain in effect and be binding upon the Trustee and the Holders, notwithstanding, the release and discharge of this Trust Agreement. The provisions of this Article shall survive the release, discharge and satisfaction of this Trust Agreement.

ARTICLE X ADDITIONAL COVENANTS AND AGREEMENTS OF THE TRUSTEE

SECTION 10.1. Additional Covenants and Agreements of the Trustee. In addition to any other covenants and agreements of the Trustee in this Trust Agreement, the Trustee further covenants and agrees for the benefit of the Holders as follows:

(a) Register. At reasonable times and under reasonable regulations established by the Trustee, the Register for the Bonds may be inspected and copied by the Corporation, the City or Holders of 25% or more in principal amount of the Outstanding Bonds, or a designated representative therefor.

(b) Rights and Enforcement of Base Lease and Purchase and Use Agreement. The Trustee may and shall enforce, in its name, all rights of the Corporation under the Base Lease and the Purchase and Use Agreement for and on behalf of the Holders. The Trustee covenants and agrees to perform all obligations and duties imposed on it by assignment hereunder, and to enforce all covenants, agreements and obligations of the City under and pursuant to the Base Lease and the Purchase and Use Agreement. The Trustee will do all things and take all actions on its part necessary to comply with covenants, agreements, obligations duties and responsibilities on its part to be observed or performed under the Base Lease and the Purchase and Use Agreement, and will take all actions within its authority to keep the Base Lease and the Purchase and Use Agreement in effect in accordance with the terms thereof. The Trustee's obligations under this paragraph are subject to the provisions of Section 7.3(f) hereof.

SECTION 10.2. Observance and Performance of Covenants, Agreements, Authority and Actions. The Trustee will observe and perform faithfully at all times all covenants, agreements, authority, actions, undertakings, stipulations and provisions to be observed or performed on its part under this Trust Agreement and the Bonds.

The Trustee represents and warrants that:

(a) It is duly authorized to execute and deliver this Trust Agreement and to perform its obligations hereunder in the manner and to the extent set forth in this Trust Agreement.

(b) All actions required on its part to be performed for the execution and delivery of the Bonds and this Trust Agreement have been or will be taken duly and effectively.

ARTICLE XI AMENDMENTS TO BASE LEASE AND PURCHASE AND USE AGREEMENT

SECTION 11.1. Amendments Not Requiring Consent of Holders. Without the consent of or notice to the Holders [or the Bond Insurer], the Trustee, as trustee and as lessor by assignment, may consent and, at the direction of the Corporation, shall consent to any amendment, change or modification of the Base Lease and the Purchase and Use Agreement as may be required (i) by the provisions of the Base Lease, the Purchase and Use Agreement or this Trust Agreement, (ii) for the purpose of curing any ambiguity, inconsistency or formal defect or omission in the Base Lease or the Purchase and Use Agreement, (iii) in connection with an amendment or to effect any purpose for which there could be an amendment of this Trust Agreement pursuant to Section 8.2 hereof, (iv) in connection with the issuance of Additional Bonds as provided for herein, or (v) in connection with any other change therein which is not to the prejudice of the Trustee (in the judgment of the Trustee) or the Holders. No such consent of or notice to the Holders or the Trustee shall be required with respect to any amendment to add to the description of the 2020 Real Property any property owned or to be acquired by the City (including Additional Real Property) that becomes a part thereof or, except as provided therein, in connection with the granting of easements and releases, modifications and substitutions of property pursuant to Section 3.6 of the Base Lease or Section 5.1(c) of the Purchase and Use Agreement[; provided, however, that nothing in this sentence shall affect the Bond Insurer's right to consent to the actions herein described, if provided by the terms of the Base Lease or Purchase and Use Agreement].

SECTION 11.2. Amendments Requiring Consent of Holders. Except for the amendments, changes or modification contemplated in Section 11.1 hereof, the Trustee shall not consent to:

(a) Any amendment, change or modification of the Purchase and Use Agreement which would change the amount or time as of which Base Payments are required to be paid without the giving of notice as provided in this Section of the proposed amendment, change or modification and receipt of the written consent thereto of the Holders of all of the Outstanding Bonds; provided that this requirement shall not apply to amendments that modify Installment Payments under the Purchase and Use Agreement to provide for Additional Bonds hereunder; or

(b) Any amendment, change or modification of the Purchase and Use Agreement without the giving of notice as provided in this section of the proposed amendment, change or modification and the receipt of the written consent thereto of the Holders of not less than a majority in aggregate principal amount of the Outstanding Bonds.

The consent of the Holders shall be obtained as provided in Section 8.3 hereof with respect to Supplemental Agreements. If the City shall request at any time the consent of the Trustee to any proposed amendment, change or modification of the Purchase and Use Agreement contemplated in subsections (a) or (b), upon being indemnified satisfactorily with respect to expenses and liability, the Trustee shall cause

notice of the proposed amendment, change or modification to be provided in the manner which is required by Section 8.3 hereof with respect to notice of Supplemental Agreements. The notice shall set forth briefly the nature of the proposed amendment, change or modification and shall state that the copies of the instrument or document embodying it are on file at the designated corporate trust office of the Trustee for inspection by all Holders.

Notwithstanding any other provision of this Trust Agreement, for so long as the underwriter or other purchaser of any Bonds issued pursuant to this Trust Agreement is the registered holder or beneficial owner of such Bonds, such underwriter or purchaser is authorized to assent to and consent to any amendments to the Base Lease and the Purchase and Use Agreement in the same manner and to the same extent as the Holders of such Bonds.

ARTICLE XII MISCELLANEOUS

SECTION 12.1. Limitation of Rights. With the exception of rights conferred expressly in this Trust Agreement, nothing expressed or mentioned in or to be implied from the Base Lease, the Purchase and Use Agreement or the Bonds is intended or shall be construed to give to any Person and the parties hereto and the Holders of the Bonds [and the Bond Insurer] any legal or equitable right, remedy, power or claim under or with respect to this Trust Agreement or any covenants, agreements, conditions and provisions contained herein. This Trust Agreement and all of those covenants, agreements, conditions and provisions are intended to be, and are, for the sole and exclusive benefit of the parties hereto and the Holders of the Bonds [and the Bond Insurer] as provided herein.

SECTION 12.2. Severability. In case any section or provision of this Trust Agreement, or any covenant, agreement, stipulation, obligation, act or action, or part thereof, made, assumed, entered into or taken under this Trust Agreement, or any application thereof, is held to be illegal or invalid for any reason, or is inoperable at any time, that illegality, invalidity or inoperability shall not affect the remainder thereof or any other section or provision of this Trust Agreement or any other covenant, agreement, stipulation, obligation, act or action, or part thereof, made, assumed, entered into or taken under this Trust Agreement, all of which shall be construed and enforced at the time as if the illegal, invalid or inoperable portion were not contained therein and shall be deemed to be effective, operative, made, assumed, entered into or taken in the manner and to the full extent permitted by law from time to time.

SECTION 12.3. Notices. Except as provided in Section 7.2 hereof, it shall be sufficient service or giving of any notice, request, complaint, demand or other instrument or document, if it is mailed by first class mail, postage prepaid. Notices to the Corporation, the City and the Trustee shall be addressed as follows:

If to the City:

City of Columbia, South Carolina
Attn: City Manager
1737 Main Street
Columbia, South Carolina 29201

If to the Corporation:

Columbia Facilities Corporation
c/o City of Columbia, South Carolina
Attn: City Manager
1737 Main Street
Columbia, South Carolina 29201
(with copy to the City as described above)

If to the Trustee:

Attention: Corporate Trust Department

[If to the Bond Insurer:]

Duplicate copies of each notice, request, complaint, demand or other instrument or document given hereunder by the Corporation, the Trustee or the City to one or more of the others also shall be given to the others [and all notices given by the Corporation, the Trustee or the City hereunder shall be given to the Bond Insurer.] The foregoing parties may designate, by notice given hereunder, any further or different addresses to which any subsequent notice, request, complaint, demand or other instrument or document shall be sent.

In connection with any notice mailed pursuant to the provisions of this Trust Agreement, a certificate of the Trustee, the Corporation, the City or the Holders of the Bonds, whichever or whoever mailed that notice, that the notice was so mailed shall be conclusive evidence of the proper mailing of the notice.

SECTION 12.4. Suspension of Mail. If because of the suspension of delivery of first class mail or, for any other reason, the Trustee shall be unable to mail by the required class of mail any notice required to be mailed by the provisions of this Trust Agreement, the Trustee shall give such notice in such other manner as in the judgment of the Trustee shall most effectively approximate mailing thereof, and the giving of that notice in that manner for all purposes of the Purchase and Use Agreement shall be deemed to be in compliance with the requirement for the mailing thereof. Except as otherwise provided herein, the mailing of any notice shall be deemed complete upon deposit of that notice in the mail and the giving of any notice by any other means of delivery shall be deemed complete upon receipt of the notice by the delivery service.

SECTION 12.5. Payments Due on Saturdays, Sundays and Holidays. If any Bond Payment Date, redemption date or date of maturity of the principal of any Bonds is not a Business Day, then payment of interest, redemption premium (if any) or principal need not be made by the Trustee on that date, and that payment may be made on the next succeeding Business Day on which the Trustee is open for business with the same force and effect as if that payment were made on the Bond Payment Date, redemption date or date of maturity and no interest shall accrue for the period after that date.

SECTION 12.6. Instruments of Holders. Any writing, including without limitation, any consent, request, direction, approval, objection or other instrument or document, required under this Trust Agreement to be executed by any Holder may be in any number of concurrent writings of similar tenor and may be executed by that Holder in person or by an agent or attorney appointed in writing. Proof of (i) the execution of any writing, including without limitation, any consent, request, direction, approval,

objection or other instrument or document, (ii) the execution of any writing appointing any agent or attorney, and (iii) the ownership of Bonds, shall be sufficient for any of the purposes of this Trust Agreement, if made in the following manner, and if so made, shall be conclusive in favor of the Trustee with regard to any action taken thereunder, namely:

(a) The fact and date of the execution by any person of any writing may be proved by the certificate of any officer in any jurisdiction, who has power by law to take acknowledgments within that jurisdiction, that the person signing the writing acknowledged that execution before that officer, or by affidavit of any witness to that execution; and

(b) The fact of ownership of Bonds shall be proved by the Register.

Nothing contained herein shall be construed to limit the Trustee to the foregoing proof, and the Trustee may accept any other evidence of the matters stated therein which it deems to be sufficient. Any writing, including without limitation, any consent, request, direction, approval, objection or other instrument or document, of the Holder of any Bond shall bind every future Holder of the same Bond, with respect to anything done or suffered to be done by the Corporation or the Trustee pursuant to that writing.

SECTION 12.7. Priority of this Trust Agreement. This Trust Agreement and the lien created hereby shall be superior to any other liens which may be placed upon the Revenues or any funds (or accounts therein) created pursuant hereto, except such liens as may be required or mandated by applicable law.

SECTION 12.8. Extent of Covenants; No Personal Liability. All covenants, stipulations, obligations and agreements of the Trustee contained in this Trust Agreement are and shall be deemed to be covenants, stipulations, obligations and agreements of the Trustee as such to the full extent authorized by law. No covenant, stipulation, obligation or agreement of the Trustee contained in this Trust Agreement shall be deemed to be a covenant, stipulation, obligation or agreement of any past, present or future member, officer, director, attorney, agent or employee of the Trustee or the Corporation in other than that person's official capacity. No official executing the Bonds, this Trust Agreement or any amendment or supplement hereto or thereto, shall be liable personally on the Bonds or be subject to any personal liability or accountability by reasons of the issuance or execution hereof or thereof.

SECTION 12.9. Continuing Disclosure. The City has covenanted in the Purchase and Use Agreement to provide information under Rule 15c2-12 promulgated under the Securities Exchange Act of 1934 ("15c2-12"), as an Obligated Person (as defined in 15c2-12).

SECTION 12.10. Binding Effect. This Trust Agreement shall inure to the benefit of and shall be binding upon the Corporation and upon the Trustee, and their respective successors and assigns, subject, however, to the limitations contained herein.

SECTION 12.11. Counterparts. This Trust Agreement may be executed in any number of counterparts, each of which shall be regarded as an original and all of which shall constitute but one and the same instrument.

SECTION 12.12. Governing Law. This Trust Agreement and the Bonds shall be deemed to be contracts made under the laws of the State and for all purposes shall be governed by and construed in accordance with the laws of the State.

SECTION 12.13. Limitation of Liability of Corporation. All payments to be made by the

Corporation or obligations of the Corporation hereunder are payable solely from the Trust Estate and Revenues derived therefrom.

ARTICLE XIII PROVISIONS RELATED TO POLICY

SECTION 13.1. Policy and Special Provisions Required Thereby. So long as there shall be Series 2020 Bonds Outstanding and no Insurer Default has occurred and is continuing, the Corporation has covenanted, notwithstanding anything in this Trust Agreement (including specifically Section 3.18 hereof) to the contrary, to the Bond Insurer as follows:

[To be inserted]

SECTION 13.2. Claims Upon the Policy.

[To be inserted]

[Signature page to follow]

IN WITNESS WHEREOF, the Corporation has caused this Trust Agreement to be executed and delivered for it and in its name and on its behalf by its duly authorized officers, and the Trustee has caused this Trust Agreement to be executed and delivered for it and in its name and on its behalf by its duly authorized officer(s), on the dates of the respective acknowledgments effective as of the date first written above.

(SEAL)

COLUMBIA FACILITIES CORPORATION

Attest:

By: _____
Its: President

By: _____
Its: Secretary

_____, as Trustee

By: _____
Its: Vice President

EXHIBIT A**[FORM OF SERIES 2020 BOND]**

Unless this bond is presented by an authorized representative of The Depository Trust Company, New York, New York ("DTC") to Columbia Facilities Corporation 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.

Registered
No. R-1

\$ _____

**COLUMBIA FACILITIES CORPORATION
INSTALLMENT PURCHASE REVENUE BONDS
(CITY OF COLUMBIA PROJECT)
SERIES 2020**

Interest Rate	Maturity Date	Dated Date	CUSIP
_____ %	_____ 1, _____	_____	

Registered Owner: CEDE & CO.

Principal Amount: _____ DOLLARS

Columbia Facilities Corporation (the "Corporation"), a nonprofit corporation organized and existing under the laws of the State of South Carolina (the "State"), for value received hereby acknowledges itself obligated to, and promises to pay, the Registered Owner identified above, or registered assigns, but only out of the sources pledged for that purpose as hereinafter provided, and not otherwise, on the Maturity Date set forth above, and to pay interest on the unpaid balance of said sum from the most recent _____ 1 or _____ 1 to which interest has been paid or for which due provision has been made or, if no interest has been paid, from the Dated Date set forth above, at the rate of interest per annum set forth above (calculated on the basis of a 360-day year of twelve 30-day months) payable on _____ 1 and _____ 1 (each a "Bond Payment Date") of each year commencing _____ 1, _____, until the Corporation's obligation with respect to payment of the principal amount is discharged.

Interest is payable to the person in whose name this bond is registered at the close of business on the 15th day next preceding each Bond Payment Date, except that interest not duly paid or provided for when due shall be payable to the person in whose name this bond is registered at the close of business on a special record date to be fixed for the payment of defaulted interest. Such defaulted interest shall be payable to the Holder in whose name such Bond is registered at the close of business on a special record date for the payment of such defaulted interest established by notice mailed to the Holders of the Bonds

not less than five days prior to such special record date to Holders thereof at the address as it appears on the bond register not less than 10 days preceding such special record date. If the Trustee registers the transfer of this bond subsequent to the mailing of such notice and on or before the special record date, any such notice of payment of defaulted interest shall be binding upon the transferee and a copy of the notice of payment of defaulted interest shall be delivered by the Trustee to the transferee along with the bond or bonds.

Principal of and interest on this bond are payable in lawful money of the United States of America which on the date of payment thereof is legal tender for the payment of public and private debts. Payments of interest will be made by check or draft drawn upon _____, as trustee (the "Trustee"), and mailed to the person entitled thereto. Principal, when due, shall be paid upon surrender of this bond at the designated corporate trust office of the Trustee, initially its corporate trust office located in _____, _____. At the written request addressed to the Trustee of the Holder of Bonds in the aggregate principal amount of at least \$1,000,000, interest and redemptions of principal shall be paid by wire transfer or other means acceptable to the Trustee to an account within the United States by prior written instructions filed with the Trustee not later than the Record Date for such purpose.

The Bonds and the interest thereon and redemption premium, if any, shall be an obligation of the Corporation, and shall be secured by and payable from the Trust Estate (as defined in the hereafter defined Trust Agreement). The Bonds do not and shall not be deemed to constitute or create an indebtedness, liability or obligation of City of Columbia, South Carolina (the "City") within the meaning of any State constitutional provision or statutory limitation or a pledge of the full faith, credit or taxing power of the City. The Bonds and the interest thereon are payable from and secured by the Trust Estate as described in and subject to limitations set forth in the Trust Agreement for the equal and ratable benefit of the Holders, from time to time, of the Bonds.

This bond is one of a series of Bonds of the Corporation limited in aggregate original face amount to \$_____ and designated as Columbia Facilities Corporation, Installment Purchase Revenue Bonds (City of Columbia Project) Series 2020 (the "Bonds"), issued under an Trust Agreement, dated _____, _____ (the "Trust Agreement"), between the Corporation and the Trustee, to provide funds to finance the costs of acquiring, constructing, renovating, installing and equipping new public facilities (the "2020 Projects") to be sold by the Corporation to the City pursuant to an Installment Purchase and Use Agreement dated _____ (the "Purchase and Use Agreement"), and to provide funds to the City to refund the Bonds to be Refunded (as defined in the Purchase and Use Agreement) and to defray the costs of acquisition, construction, renovation and equipping of public facilities (the "Ancillary Projects") which will not be subject to the Purchase and Use Agreement, all by the authority of and in full compliance with the provisions, restrictions and limitations of the Constitution and statutes of the State, and pursuant to a resolution duly adopted by the Board of Directors of the Corporation. The City Council of the City has also adopted an ordinance approving the Corporation and the issuance of the Bonds by the Corporation. The City has leased the real property on which the 2020 Projects are or will be located to the Corporation under the terms of a Base Lease and Conveyance Agreement dated _____ (the "Base Lease").

Pursuant to the Trust Agreement the Corporation has granted to the Trustee for the benefit of the owners of the Bonds, a security interest in the Trust Estate which includes the Revenues (as defined in the Trust Agreement) consisting of the Installment Payments (as defined in the Trust Agreement) payable by the City under the Purchase and Use Agreement, any other sums arising under the Purchase and Use Agreement, amounts on deposit from time to time in the funds and accounts created pursuant to the Trust Agreement and the investment income therefrom. As further security for the Bonds, the Trust Agreement

provides a 2020 Reserve Sub-Account in the Reserve Account of the Bond Fund (as such terms are defined in the Trust Agreement). The Trust Agreement further provides that the Corporation may issue additional bonds secured on a parity with the Bonds by the Trust Estate under the terms and conditions and to the extent described in the Trust Agreement. The City's obligation to pay Installment Payments under the Purchase and Use Agreement is subject to annual appropriations and the obligation may be terminated at the end of any fiscal year of the City by an Event of Nonappropriation (as defined in the Purchase and Use Agreement). UPON THE OCCURRENCE OF AN EVENT OF NONAPPROPRIATION, THE CITY MAY TERMINATE THE PURCHASE AND USE AGREEMENT AS OF THE END OF THE FISCAL YEAR DURING WHICH SUCH EVENT OF NONAPPROPRIATION OCCURS, AND THE CITY SHALL NOT BE OBLIGATED TO MAKE PAYMENT OF THE INSTALLMENT PAYMENTS BEYOND THE END OF SUCH FISCAL YEAR.

Counterparts or copies of the Trust Agreement, the Purchase and Use Agreement and the other documents referred to herein or therein are on file at the corporate trust office of the Trustee in _____, _____, and reference is hereby made thereto and to the documents referred to therein for the provisions thereof, including the provisions with respect to the rights, obligations, duties and immunities of the Corporation, the City, the Trustee and the Registered Owners of the Bonds under such documents, the security for the Bonds and the conditions under which additional bonds may be issued thereunder to all of which the Registered Owner hereof, by acceptance of this bond, assents.

The Bonds are subject to redemption prior to maturity as provided in the Trust Agreement, as described in the following lettered paragraphs:

(a) In the event the City exercises its option pursuant to the Purchase and Use Agreement to prepay Base Payments, the Bonds maturing on and after _____ 1, _____, will be redeemed in whole or in part on any date, on or after _____ 1, _____, at a redemption price equal to the principal amount to be redeemed plus accrued interest to the redemption date.

(b) In the event the City elects to prepay Installment Payments pursuant to Section 7.3 of the Purchase and Use Agreement, the Bonds shall be subject to redemption in whole or in part on any date (as selected by the Trustee at the direction of the Corporation), at a price equal to 100% of the principal amount of the Bonds so redeemed, without premium, plus accrued interest to the date of redemption.

(c) The Bonds maturing on _____ 1, _____ (the "_____ Term Bonds") are subject to mandatory sinking fund redemption, at a redemption price equal to the principal amount to be redeemed plus accrued interest, if any, to the redemption date, without premium on either _____ 1 or _____ 1 for each of the years and in each of the amounts as follows:

Bonds Maturing _____ 1, _____
<u>Date</u> <u>Principal Amount</u>

*Final Maturity

The amounts of any mandatory sinking fund redemptions set forth above will be reduced to the extent the Term Bonds have been purchased by the City or redeemed by the City pursuant to the optional redemption provisions described above, in such manner as the City directs or, absent such direction, on a pro-rata basis.

Notice of redemption shall be given by the Trustee by first class mail, postage prepaid, to the

Registered Owners of the Bonds to be redeemed at their addresses appearing on the Register maintained by the Trustee, said mailing to be not less than 30 days, but not more than 60 days, prior to the redemption date. Failure of the Trustee to give any notice of redemption or any defects in such notice shall not affect the validity of the redemption of any other Bonds.

The Registered Owner of this bond shall have no right to enforce the provisions of the Trust Agreement or to institute an action to enforce the covenants thereof, or to take any action with respect to a default hereof, or to institute, appear in or defend any suit or other proceedings with respect thereto, except as provided in the Trust Agreement.

Upon the occurrence of certain Events of Default (as defined in the Trust Agreement), all Bonds may be declared immediately due and payable and thereupon shall become and be immediately due and payable as provided in the Trust Agreement.

The Bonds are issuable only in fully registered form. Subject to the limitations provided for in the Trust Agreement, this bond may be exchanged for a like aggregate principal amount payable at maturity of Bonds of the same maturity in authorized denominations.

The Bonds are transferable by the Registered Owner thereof in person or by his attorney duly authorized in writing at the designated corporate trust office of the Trustee, but only in the manner and subject to the limitations provided for in the Trust Agreement and upon surrender and cancellation of this bond. Upon such transfer a new Bond or Bonds of the same maturity and in authorized denominations for the same aggregate principal amount payable at maturity will be issued to the transferee in exchange. The Trustee may require a Registered Owner, among other things, to furnish appropriate endorsements and transfer documents and to pay any taxes and fees required by law or permitted by the Trust Agreement in connection with the exchange or transfer. The Trustee need not exchange or register the transfer of a Bond which has been selected for redemption and need not exchange or register the transfer of any Bond for a period of 15 days before a selection of Bonds to be redeemed or before any _____ 1 or December 1. The Corporation, the City, the Trustee and any paying agent may treat the Registered Owner of this bond as the absolute owner for the purpose of receiving payment as herein provided and for all other purposes and none of them shall be affected by any notice to the contrary.

Under the laws of the State, this Bond and the income herefrom are exempt from all State, City, 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 AND RECITED that all acts, conditions and things required to exist, to happen and to be performed precedent to and in the issuance of this bond have existed, have happened and have been performed in due form, time and manner as required by law.

IN WITNESS WHEREOF, the Corporation has caused this bond to be executed and attested by the manual or facsimile signatures of its duly authorized officers, and this bond to be authenticated by the manual or facsimile signature of an authorized representative of the Trustee, without which authentication this bond shall not be valid nor entitled to the benefits of the Trust Agreement.

COLUMBIA FACILITIES CORPORATION

By: _____
President

(SEAL)

Attest: _____
Secretary

TRUSTEE'S AUTHENTICATION CERTIFICATE

The undersigned Trustee hereby certifies that this is one of the Bonds described in the within mentioned Trust Agreement.

Date of Authentication: _____, 2020

_____, as Trustee

By: _____
Authorized Signatory

STATEMENT OF INSURANCE

[To be inserted]

[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: _____

By: _____

(Authorized Officer)

Signature Guaranteed

Notice: Signature must be guaranteed by an institution which is a participant in the Securities Transfer Agents Medallion Program ("STAMP") or similar program.

Notice: The signature to the assignment must correspond with the name of the registered holder as it appears upon the face of the within Bond in every particular, without alteration or enlargement or any change whatever.

The following abbreviations, when used in the inscription on the face of this Bond, shall be construed as though they were written out in full according to applicable laws or regulations.

TEN COM - as tenants in common

UNIF GIFT MIN ACT -

TEN ENT - as tenants by the
entireties

_____ Custodian _____
(Cust) (Minor)
under Uniform Gifts to
Minors Act _____
(State)

JT TEN - as joint tenants with
right of survivorship
and not as tenants in
common

Additional abbreviations may also be used though not in above list.

EXHIBIT B**[FORM OF REQUISITION]****DIRECTION TO MAKE DISBURSEMENT**

Requisition No. ____

Attention: Corporate Trust DepartmentRe: \$_____ Columbia Facilities Corporation,
Installment Purchase Revenue Bonds (City of Columbia Project) Series 2020.

Gentlemen:

As Trustee under the Trust Agreement dated _____ (the "Trust Agreement"), between you and Columbia Facilities Corporation (the "Corporation") and in accordance with the provisions of Section 5.3 of the Trust Agreement, you are hereby directed to disburse from the Project Fund the sum of \$_____, payable to the persons and in the amounts and at the addresses set forth in Schedule I attached hereto, said sum being the total of amounts due for or attributable to the items described in said Schedule I. Included herewith is documentation supporting the payments requested herein.

In this connection, we further certify to you as follows:

A. The amounts to be paid hereunder (i) are due and payable, (ii) are for costs of the 2020 Projects that are properly capitalizable into the cost of acquiring tangible real or tangible personal property, and (iii) have not been the subject of any previous requisition from the Project Fund.

B. All representations and warranties of City of Columbia, South Carolina (the "City") and the Corporation, as the case may be, in the Purchase and Use Agreement are true and correct in all material respects as of the date hereof.

C. Neither the City nor the Corporation, as the case may be, is in default in any material respects under any provisions of the Purchase and Use Agreement.

Dated this ____ day of _____, 20__.

CITY OF COLUMBIA, SOUTH CAROLINA

By: _____
City Representative

COLUMBIA FACILITIES CORPORATION

By: _____
Corporation Representative

DRAFT

EXHIBIT C**[FORM OF FINAL REQUISITION]****DIRECTION TO MAKE FINAL DISBURSEMENT**

Requisition No. ____

Attention: Corporate Trust DepartmentRe: \$_____ Columbia Facilities Corporation,
Installment Purchase Revenue Bonds (City of Columbia Project) Series 2020

Gentlemen:

As Trustee under the Trust Agreement dated _____ (the "Trust Agreement"), between you and Columbia Facilities Corporation (and the "Corporation") and in accordance with the provisions of Section 5.3 of the Trust Agreement, you are hereby directed to disburse from the Project Fund as the case may be, the total sum of \$_____, payable to the persons and in the amounts and at the addresses set forth in Schedule I attached hereto, said sum being the total of amounts due for or attributable to the items described in said Schedule I. Said sum represents the final requisition from said Project Fund. Included herewith is documentation supporting the payments requested herein.

In this connection, we further certify to you as follows:

A. The amounts to be paid hereunder (i) are due and payable, (ii) are for costs of the 2020 Projects that are properly capitalizable into the cost of acquiring tangible real and tangible personal property, and (iii) have not been the subject of any previous requisition from the Project Fund.

B. All representations and warranties of City of Columbia, South Carolina (the "City") and the Corporation, as the case may be, in the Purchase and Use Agreement are true and correct in all material respects as of the date hereof.

C. Neither the City nor the Corporation, as the case may be, is in default in any material respects under any provisions of the Purchase and Use Agreement.

D. The 2020 Projects are free and clear of all liens and encumbrances for labor or materials furnished by the Corporation and all contractors, subcontractors and materialmen retained by the City and all contractors, subcontractors and materialmen performing work on the 2020 Projects have been, or upon receipt by the City of the payment of the final requisition request will be, paid in full, except for those the Corporation is contesting in good faith and with due diligence as permitted under the Purchase and Use Agreement.

We further certify to you that the 2020 Projects have been substantially completed in accordance with all Acquisition or Construction Contracts (as defined in the Purchase and Use Agreement) and the terms and conditions of the Purchase and Use Agreement, and that the 2020 Projects as completed

comply in all material respects with all applicable governmental regulations. As used in this certificate, “substantial completion” of the 2020 Projects shall mean completion such that a certificate of occupancy has been, or could be, issued notwithstanding the fact that certain minor items of work remain to be done.

Dated this ____ day of _____, 20__.

CITY OF COLUMBIA, SOUTH CAROLINA

By: _____
City Representative

COLUMBIA FACILITIES CORPORATION

By: _____
Corporation Representative

EXHIBIT E**Form of Purchase Contract**

DRAFT

PURCHASE CONTRACT

\$(PAR)

CITY OF COLUMBIA, SOUTH CAROLINA COLUMBIA FACILITIES CORPORATION INSTALLMENT PURCHASE REVENUE BONDS [TAXABLE] SERIES 2020

[Pricing Date], 2020

City of Columbia, South Carolina
Columbia, South Carolina

Columbia Facilities Corporation
Columbia, South Carolina

Dear Members of City Council and Board of Directors of the Corporation:

The undersigned, [Underwriter] (the “Underwriter”), offers to enter into this Purchase Contract (the “Purchase Contract”) with the City of Columbia, South Carolina (the “City”) and the Columbia Facilities Corporation (the “Corporation”), which, upon the acceptance of this offer and the execution of this Purchase Contract by the City and the Corporation, shall be in full force and effect in accordance with its terms and shall be binding upon the City, the Corporation, and the Underwriter. This offer is made subject to your acceptance of this Purchase Contract on or before 5:00 p.m. local (City of Columbia) time, on [Sale Date], 2020, and, if not so accepted, will be subject to withdrawal by the Underwriter upon notice delivered to your offices 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 Official Statement, the Trust Agreement, or the Continuing Disclosure Agreement (all as hereinafter defined).

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 Corporation [\$] aggregate principal amount of the Columbia Facilities Corporation Installment Purchase Revenue Bonds, [Taxable] Series 2020 (the “Series 2020 Bonds”), and the Corporation hereby agrees to sell to the Underwriter all (but not less than all) of the Series 2020 Bonds.

The purchase price for the Series 2020 Bonds shall be \$(Par) (representing the par amount of the Series 2020 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 Series 2020 Bonds at any time and from time to time.

2. ***Authorization and Purposes.*** The Series 2020 Bonds shall be authorized and issued pursuant to the following: (i) Title 33, Chapter 31 of the Code of Laws of South Carolina 1976, as amended (the “South Carolina Nonprofit Corporation Act”); (ii) an ordinance enacted by the City Council of the City (the “City Council”) effective [], 2020 (the “Ordinance”); and (iii) a resolution adopted by the Board of Directors of the Corporation on [], 2020 (the “Resolution”).

Proceeds of the Series 2020 Bonds will be used to finance (i) the costs of the City acquiring certain property to serve as a municipal government complex, on real property owned, or to be owned, or to be acquired, by the City and (ii) the costs of issuing the Series 2020 Bonds.

For the payment of principal of and interest on the Series 2020 Bonds, the Corporation has assigned to the Trustee and granted a security interest in the Trust Estate, which includes, (i) all right, title and interest of the Corporation in and to the Revenues (with certain exceptions) including, without limitation, all Installments Payments and other amounts receivable by or on behalf of the Corporation under the Purchase and Use Agreement, (ii) all of the Corporation's right, title and interest in and to the 2020 Facilities, the Purchase and Use Agreement (except certain reserved rights), the Base Lease and Conveyance Agreement, dated as of [] 1, 2020 ("Base Lease"), between the City, as lessor, and the Corporation, as lessee, and the property rights in the 2020 Real Property and the 2020 Improvements evidenced by the Base Lease, (iii) certain contract rights, proceeds of insurance and condemnation awards from casualty or takings and (iv) all moneys and investments held in certain funds and accounts created under the Trust Agreement.

The City leased the 2020 Real Property and conveyed the 2020 Improvements to the Corporation pursuant to the Base Lease. Under the terms of the Base Lease, the Corporation will pay an amount of \$[.00 representing prepayment of the Base Lease Rent for the Base Lease Term. The City is purchasing the 2020 Facilities from the Corporation pursuant to the Purchase and Use Agreement, which obligates the City to make Installment Payments consisting of (i) semiannual installment payments of purchase price ("Base Payments") to the Corporation in amounts calculated to be sufficient to enable the Corporation to pay, when due, the principal of, premium, if any, and interest on the Series 2020 Bonds, and (ii) Additional Payments due under the Purchase and Use Agreement. The City expects to pay the Installment Payments from [describe] and the proceeds of certain general obligation bonds that will be issued from time to time.

The Series 2020 Bonds shall be dated the date of their delivery, shall mature on such dates and in such principal amounts, shall bear interest at such rates, shall be reoffered at the prices and shall be subject to optional and mandatory sinking fund redemption on the dates and at the prices as are set forth in Exhibit A attached hereto and made a part hereof. The Depository Trust Company ("DTC") shall act as securities depository for the Series 2020 Bonds, which shall be issued in book-entry form only.

3. **Official Statement.** The City and the Corporation have previously provided to the Underwriter copies of the Preliminary Official Statement with respect to the Series 2020 Bonds dated [POS Date], 2020 (the "Preliminary Official Statement"). As of its date, the Preliminary Official Statement has been "deemed final" by the City for purposes of Rule 15c2-12 ("Rule") under the Securities Exchange Act of 1934, as amended ("1934 Act"), except for the information permitted by the Rule to be omitted therefrom. The Official Statement shall be provided for distribution, at the expense of the City, in such quantity as may be requested by the Underwriter no later than the earlier of (i) seven (7) business days after the date of this Purchase Contract or (ii) one (1) business day prior to the Closing Date (as defined herein), in order to permit the Underwriter to comply with the Rule, and the applicable rules of the Municipal Securities Rulemaking Board (the "MSRB"), with respect to distribution of the Official Statement. The City and the Corporation agree to prepare the Official Statement, including any amendments thereto, in word-searchable PDF format as described in the MSRB's Rule G-32 and to provide the electronic copy of the word-searchable PDF format of the Official Statement to the Underwriter no later than one (1) business day prior to the Closing Date to enable the Underwriter to comply with MSRB Rule G-32. The City and the Corporation hereby consent to and ratify the use by the Underwriter of the Preliminary Official Statement and the Official Statement and the information contained therein and authorize the Underwriter to use copies of the Preliminary Official Statement and

the Official Statement and the information contained therein and copies of the Ordinance and the Resolution in connection with the public offering and sale of the Series 2020 Bonds. The Underwriter agrees that it will not confirm the sale of any Series 2020 Bonds unless the confirmation of sale is accompanied or preceded by the delivery of a copy of the final Official Statement pursuant to the rules of the MSRB and that any supplement or amendment to the Official Statement also shall be delivered to the initial purchasers of any Series 2020 Bonds.

4. **Offering.** The Underwriter intends to make an initial bona fide public offering of all the Series 2020 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 or the Corporation. The Underwriter may offer and sell Bonds to certain dealers (including dealers depositing Series 2020 Bonds into investment trusts) and others, as stated in Section 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 organized and existing under the laws of the State of South Carolina and is a political subdivision within the meaning of Section 103(c)(1) of the Code.

(b) The City is authorized by the laws of the State of South Carolina, including particularly Title 5, Chapter 7 of the Code of Laws of South Carolina 1976, as amended, to enact the Ordinance, to enter into this Purchase Contract, the Base Lease, the Purchase and Use Agreement, and a Disclosure Dissemination Agent Agreement among the City the Corporation and Digital Assurance Certification, LLC, as dissemination agent, dated the date of delivery of the Series 2020 Bonds (the “Continuing Disclosure Agreement”); this Purchase Contract, the Purchase and Use Agreement, the Base Lease, and the Continuing Disclosure Agreement are collectively referred to herein as the “City Agreements.”

(c) The City has full power and authority to consummate the transactions contemplated by the Ordinance, the Official Statement, the other City Agreements, and as otherwise set forth herein.

(d) The City has duly approved and authorized the distribution and use of the Preliminary Official Statement and the delivery and distribution of the Official Statement; the City has delivered the Preliminary Official Statement to the Underwriter, and the City deems the Preliminary Official Statement to be final for the purpose of the Rule 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 date of the Series 2020 Bonds; the Official Statement, as of its date, will be a final official statement as such term is defined in the Rule; and nothing has come to the City’s attention which would lead it to believe that: (i) 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 date of the Series 2020 Bonds, 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 the light of the circumstances under which they were made, not misleading; and (ii) the information to be contained in the Official Statement will not be true and correct in all material respects or will 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 the light of the circumstances under which they are made, not misleading.

(e) 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 Series 2020 Bonds upon the terms set forth herein, in the Ordinance, and in the Official Statement; (ii) the approval of the Official Statement; (iii) the application of the proceeds of the Series 2020 Bonds for the purposes described in the Official Statement; and (iv) the execution, delivery, and receipt of this Purchase Contract, the other City Agreements, 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.

(f) The City Agreements, when executed and delivered by the City at or prior to the Closing (as defined herein) will constitute legal, valid, and binding obligations of the City enforceable in accordance with their terms, except as the enforceability thereof may be limited by bankruptcy, insolvency, reorganization, moratorium, or similar laws affecting creditor's rights generally and general principles of equity.

(g) The Series 2020 Bonds and the City Agreements conform, and in the case of the Official Statement, will conform, in all material respects to the descriptions thereof contained in the Preliminary Official Statement and the Official Statement.

(h) The operation of the 2020 Real Property and the 2020 Facilities in the manners contemplated will not conflict in any material respect with any zoning, water or air pollution or other ordinance, order, law, rule, or regulation applicable to the 2020 Real Property and the 2020 Facilities including, without limitation, Environmental Regulations. The City has caused or will cause the 2020 Facilities to be designed in accordance with all applicable federal, state, and local laws or ordinances (including rules and regulations) relating to zoning, planning, building, safety, and environmental quality. The City possesses or will possess, and the City hereby agrees to maintain and obtain in the future, all necessary licenses and permits, or rights thereto, to operate the 2020 Real Property and the 2020 Facilities as proposed to be operated, and all such licenses, permits or other approvals required in connection with the operation of the 2020 Real Property and the 2020 Facilities have been duly obtained and are in full force and effect except for any such licenses, permits or other approvals that are not yet required and that will be duly obtained not later than the time required or the failure to obtain which will not materially and adversely affect the operation of the 2020 Real Property and the 2020 Facilities. The City covenants and agrees to do all things necessary to preserve and keep in full force and effect its franchises, rights, powers and privileges as the same relate to the 2020 Real Property and the 2020 Facilities.

(i) The City, immediately after the Closing, will apply or cause to be applied the proceeds from the sale of the Series 2020 Bonds as specified in the 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 the Official Statement or will cause the interest on the Series 2020 Bonds to be includable in gross income for federal income tax purposes.

(j) 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 against or directly affecting the City (nor, to the knowledge of the City, any meritorious basis therefor), 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 this Purchase Contract and the other City Agreements, or any other agreement or instrument to which the City

is a party and which is used or contemplated hereby or by the Official Statement, (ii) the exemption of interest on the Series 2020 Bonds from [federal income taxation] or taxation in South Carolina as described in Paragraph 5(l) below, (iii) the organization, existence, or powers of the City or the title of any of the members of the City Council or any officers of the City, or (iv) the business, properties, or assets or the conditions, financial or otherwise, of the City.

(k) The execution and delivery by the City of the Official Statement, this Purchase Contract, the other City Agreements, and the other documents contemplated hereby and by the Official Statement, and the enactment of the Ordinance and compliance with the provisions thereof, do not and, on the date of Closing, 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, or order, or any agreement, indenture, mortgage, or lease by which it is or, on the Closing Date, will be bound.

(l) 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 Series 2020 Bonds from any taxation under the laws of the State of South Carolina, except inheritance or other transfer taxes and certain franchise taxes.

(m) [Reserved]

(n) If, between the date of this Purchase Contract and the Termination of the Disclosure Period (hereinafter defined), any event shall occur 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, 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 promptly 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:

(i) The "Termination of the Disclosure Period" shall mean the later of (1) the earlier of (x) the ninetieth day following the End of the Underwriting Period (as defined in subparagraph (ii) below) and (y) the time when the Official Statement is available to any person from the MSRB, and (2) the twenty-fifth day following the End of the Underwriting Period; and

(ii) The "End of the Underwriting Period" shall mean the later of (1) the Closing Date, unless the City and the Corporation have 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 and the Corporation by the Underwriter in accordance with the following sentence. In the event that the Underwriter has given notice to the City and the Corporation pursuant to clause (1) of this subparagraph (ii) that

the End of the Underwriting Period will not occur on the Closing Date, the Underwriter agrees to notify the City and the Corporation in writing as soon as practicable of the End of the Underwriting Period for purposes of the Rule.

(o) The City has approved the issuance by the Corporation of the Series 2020 Bonds and the sale of the Series 2020 Bonds to the Underwriter.

(p) The City has not as of the date hereof terminated any lease, lease-purchase agreement, or installment purchase agreement to which it has been party by nonappropriation.

(q) 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 U.S. Securities and Exchange Commission (the "SEC") order dated August 24, 2016 (SEC Release No. 33-10143).

6. ***Representations and Warranties of the Corporation.*** The Corporation hereby represents and warrants to the Underwriter that:

(a) The Corporation is a duly organized and existing non-profit corporation created under the laws of South Carolina, has the requisite power to carry on its present and proposed activities, and has full power, right and authority to enter into this Purchase Contract, the Purchase and Use Agreement, the Series 2020 Bonds, the Trust Agreement, and the Base Lease (collectively, the "Corporation Agreements") and to perform each and all of the obligations of the Corporation provided herein and therein.

(b) The Corporation has taken or caused to be taken all requisite corporate action to authorize the execution and delivery of, and the performance of its obligations under this Purchase Contract, the Series 2020 Bonds, the other Corporation Agreements and each of the Project Facilities Contracts to which it is or will be a party.

(c) By proper corporate action, the officers of the Corporation have been duly authorized to execute and deliver the Official Statement, this Purchase Contract, the Series 2020 Bonds, and the other Corporation Agreements.

(d) Each of this Purchase Contract, the Series 2020 Bonds, the other Corporation Agreements and each Project Facilities Contract to which the Corporation is or will be a party has been or will be duly executed and delivered by the Corporation and constitutes or will constitute a legal and valid obligation of the Corporation, enforceable against the Corporation in accordance with its terms, except as enforcement may be limited by laws affecting creditors' rights generally and except as equitable remedies may be limited by judicial discretion.

(e) The Corporation has duly approved and authorized the distribution and use of the Preliminary Official Statement and the delivery and distribution of the Official Statement; the Corporation has delivered the Preliminary Official Statement to the Underwriter, and the Corporation deems the Preliminary Official Statement to be final for the purpose of the Rule 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 date of the Series 2020 Bonds; the Official Statement, as of its date, will be a final official statement as such term is defined in the Rule; and nothing has come to the Corporation's attention which would lead it to believe that: (i) 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 date of the Series 2020 Bonds, 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, not misleading; and (ii) the information to be contained in the Official Statement will not be true and correct in all material respects or will 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 made, not misleading.

(f) The Corporation, immediately after the Closing, will apply or cause to be applied the proceeds from the sale of the Series 2020 Bonds as specified in the Official Statement and as more fully described in the certificates delivered at the Closing. The Corporation 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 Series 2020 Bonds to be applied in a manner other than as provided in the Resolution or the Official Statement or would cause the interest on the Series 2020 Bonds to be includable in gross income for federal income tax purposes.

(g) Except as stated in 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 Corporation's knowledge, threatened against or directly affecting the Corporation (nor, to the knowledge of the Corporation, any meritorious basis therefor) contesting the due organization and valid existence of the Corporation 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, due authorization, and execution of the Series 2020 Bonds, this Purchase Contract, the other Corporation Agreements, or any other agreement or instrument to which the Corporation is a party and which is used or contemplated hereby or by the Official Statement, (ii) the exemption of interest on the Series 2020 Bonds from federal income taxation or taxation in South Carolina as described in Paragraph 6(j) below, (iii) the organization, existence, or powers of the Corporation or the title of the members of the Board of Directors or any officers of the Corporation to their respective offices, or (iv) the business, properties, or assets or the conditions, financial or otherwise, of the Corporation.

(h) The Corporation is a South Carolina nonprofit, public benefit corporation, no part of the net income of which inures to the benefit of any private individual or organization.

(i) The delivery by the Corporation of the Official Statement and the execution and delivery by the Corporation of this Purchase Contract, the Series 2020 Bonds, the other Corporation Agreements, and the other documents contemplated hereby and by the Official Statement, and the adoption of the Resolution and compliance with the provisions thereof do not and, on the date of Closing, will not conflict with or constitute on the part of the Corporation a breach of or a default under any existing law, court or administrative regulation, decree, or order, or any agreement, indenture, mortgage, or lease by which it is or, on the date of Closing, will be bound.

(j) There is no legislation enacted or, to the best of the Corporation's knowledge, pending, the effect of which would be to remove the exemption of the interest on the Series 2020 Bonds from any taxation under the laws of the State of South Carolina, except inheritance or other transfer taxes and certain franchise taxes.

(k) [Reserved]

(l) If, between the date of this Purchase Contract and the Termination of the Disclosure Period, any event shall occur 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, the Corporation 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 Corporation 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.

(m) Between the time of the Corporation's acceptance hereof and the Closing, the Corporation will not have executed or issued any bonds or notes or incurred any other obligations for borrowed money payable from, or secured by a pledge of, the Installment Payments or other security for the Series 2020 Bonds.

7. **Closing.** At 10:00 a.m., local (City of Columbia) time, on [Closing Date], 2020 (the "Closing Date"), or at such other time or such other date as shall have been agreed upon by the City, the Corporation, and the Underwriter, the Corporation will deliver, or cause to be delivered, to the Underwriter the Series 2020 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 Series 2020 Bonds to the Trustee in federal or other immediately available funds (the "Closing"). 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 Series 2020 Bonds as aforesaid shall be made at the offices of the City, or at such other place as the City, the Corporation, and the Underwriter agree upon, provided, however, that the Series 2020 Bonds will be physically delivered to DTC in New York, New York, or, at the direction of DTC, to [], as trustee (the "Trustee") under the terms of a "FAST" closing. Such payment and delivery is herein called the "Closing." The Series 2020 Bonds will be delivered as fully registered bonds in book-entry only form, in the form of one certificate per maturity for each series of the Series 2020 Bonds, and registered in the name of Cede & Co., as nominee for DTC. At the direction of the City and the Corporation, the Trustee shall release or authorize the release of the Series 2020 Bonds at the Closing to the Underwriter upon receipt of payment for the Series 2020 Bonds as aforesaid. 8. **Closing Conditions.** The Underwriter's obligation to purchase the Series 2020 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 and the Corporation of their obligations to be performed hereunder, and (ii) the following conditions, including the delivery by the City or the Corporation 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 and the Resolution 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 Series 2020 Bonds shall be applied as described in the Official Statement, (iii) all official action of the City and the Corporation related to the Series 2020 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 and the Corporation shall have duly enacted and there shall be in full force and effect

such proceedings as, in the opinion of Co-Bond Counsel (as defined herein), shall be necessary in connection with the transactions contemplated hereby.

(b) The Underwriter shall have the right to cancel its obligation to purchase the Series 2020 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 Series 2020 Bonds or the market price generally of obligations of the general character of the Series 2020 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 Series 2020 Bonds;

(iii) any action shall have been taken by the SEC that would require the registration of the Series 2020 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 Series 2020 Bonds, would subject itself to liability under the 1933 Act, the 1934 Act or any securities or blue sky law of any State or other jurisdiction in the United States;

(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 Series 2020 Bonds on the terms and in the manner contemplated by the Official Statement;

(vii) either of the ratings of the Series 2020 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 Series 2020 Bonds;

(viii) any litigation shall be instituted, pending or threatened to restrain or enjoin the issuance, sale or delivery of the Series 2020 Bonds or in any way contesting or questioning any authority for or the validity of the Series 2020 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 or other jurisdiction in the United States has withheld registration, exemption, or clearance of the offering of the Series 2020 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 Series 2020 Bonds;

(x) the purchase of and payment for the Series 2020 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 Series 2020 Bonds on the terms and in the manner contemplated by the Official Statement.

(c) At the time of Closing, the City and the Corporation shall have duly adopted all proceedings required by applicable laws and regulations, State or federal, necessary to enable Co-Bond Counsel to deliver an unqualified opinion with respect to due authorization, execution, and delivery of the Series 2020 Bonds.

(d) The Underwriter shall have received, within a sufficient time period for such Official Statement 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 Statement adequate to enable the Underwriter to meet the continuing obligations imposed on it by the Rule; provided, however, that the Underwriter may not terminate its obligations under this Purchase Contract as a result of the failure of this condition to be met unless such failure affects the Underwriter's marketing and sale of the Series 2020 Bonds or subjects the Underwriter to compliance infractions under the SEC or the MSRB delivery requirements.

(e) At or prior to the Closing, the Underwriter shall receive one executed copy of the following documents, unless otherwise indicated:

(i)(A) the unqualified approving opinions of Burr & Forman LLP d/b/a Burr Forman McNair ("Burr Forman McNair") and Johnson Toal & Battiste, P.A., as co-Bond Counsel ("Co-Bond Counsel") dated the date of Closing, addressed to the City and the Corporation and delivered to the Underwriter, in substantially the form of [Appendix C] of the Official Statement, and (B) supplemental opinions of Co-Bond Counsel dated the date of Closing and addressed to the Underwriter, in substantially the form set forth in Exhibit B attached hereto;

(ii) a certificate of the City which contains the following information, dated the date of Closing signed by an official of the City, in a form satisfactory to the Underwriter (A) that the representations and warranties of the City herein are true and correct in all material respects as of the date of the Closing; (B) attesting that the information with respect to the City contained in the Official Statement has not changed since the date thereof and on the date of the Closing 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 the light of the circumstances under which they were made, not misleading; and (C) setting forth the expectations of the City on the Closing Date that the proceeds of the Series 2020 Bonds will be used as provided in the Official Statement, which certification shall state that to the best of the knowledge and belief of the City, the City's expectations are reasonable;

(iii) a certificate of the Corporation which contains the following information, dated the date of Closing signed by the President of the Corporation, in a form satisfactory to the Underwriter (A) that the representations and warranties of the Corporation herein are true and correct in all material respects as of the date of the Closing; (B) attesting that the information with respect to the Corporation contained in the Official Statement has not changed since the date thereof and on the date of the Closing 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 the light of the circumstances under which they were made, not misleading; and (C) setting forth the expectations of the Corporation on the Closing Date that the proceeds of the Series 2020 Bonds will be used as provided in the Official Statement, which certification shall state that to the best of the knowledge and belief of the Corporation, the Corporation's expectations are reasonable;

(iv) specimen of the Series 2020 Bonds;

(v) an opinion of the City Attorney, addressed to the City, the Underwriter, the Corporation and the Trustee and delivered to the Underwriter, dated the date of Closing, in substantially the form of Exhibit C attached hereto;

(vi) an opinion of [Burr & Forman, LLP d/b/a Burr Forman McNair], Counsel to the Corporation, addressed to the Corporation, the Underwriter, the City and the Trustee and delivered to the Underwriter, dated the date of Closing, in substantially the form of Exhibit D attached hereto;

(vii) evidence satisfactory to the Underwriter that the Series 2020 Bonds have been rated “[]” by Moody’s Investors Service, Inc. (“Moody’s”) and “[]” by S&P Global Ratings (“S&P”);

(viii) certified copies of the Ordinance and the Resolution;

(ix) the Official Statement;

(x) an opinion of Parker Poe Adams & Bernstein LLP, Underwriter’s Counsel, addressed to the Underwriter, in form satisfactory to the Underwriter;

(xii) executed copies of each of the other City Agreements and the other Corporation Agreements; and

(xiii) other certificates of the City or the Corporation or information of the City or the Corporation contained in certificates listed in the Closing Memorandum to be approved by Counsel to the City, Counsel to the Corporation, and Co-Bond Counsel, and such additional opinions as Co-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 and the Corporation contained herein, and (C) the due performance or satisfaction by the City and the Corporation 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 or the Corporation 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 Series 2020 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 DTC deadline on [Closing Date], 2020, this Purchase Contract shall terminate and neither the Underwriter, the City, nor the Corporation shall be under further obligation hereunder; except that the respective obligations to pay expenses to the extent applicable, as provided in Paragraph 14 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.

9. **[Issue Price Certificate.]** At the Closing, contemporaneously with the receipt of the Series 2020 Bonds, the Underwriter will deliver to the Corporation a receipt therefor and a certificate as to issue price of the Series 2020 Bonds confirming their reasonable expectations regarding the representations set forth in Section 4 hereof and as to such other matter reasonably required in order to enable Burr Forman McNair, as Co-Bond Counsel, to render an opinion as to the exclusion from gross income for federal income tax purposes of interest on the Series 2020 Bonds.]

10. **Opinions of Co-Bond Counsel.** The Corporation will furnish to the Underwriter a reasonable supply of copies of the opinion of Co-Bond Counsel to accompany delivery of the Series 2020 Bonds.

11. **Annual Audits.** The City agrees to furnish to the Underwriter, during the life of the outstanding Series 2020 Bonds, a copy of each annual audit report of the City.

12. **Mutual Performance.** The obligations of the City and the Corporation hereunder are subject to the performance by the Underwriter of its obligations hereunder.

13. **Survival of Representations, Warranties and Agreements.** All representations, warranties, and agreements of the City and the Corporation 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 Series 2020 Bonds.

14. **Payment of Expenses.** If the Series 2020 Bonds are sold to the Underwriter by the Corporation, the Corporation shall pay, out of the proceeds of the Series 2020 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 final Official Statement for the Series 2020 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 final Official Statement; (b) the cost of the preparation, printing, and delivery of the Series 2020 Bonds in fully registered form; (c) the fees and disbursements of Co-Bond Counsel and any other experts or consultants retained by the Corporation, including Underwriter's Counsel, the Counsel to the City, Counsel to the Corporation, independent accountants, and the charges of Moody's and S&P; (d) fees and costs of the Trustee; and (e) the costs and expenses associated with rating presentations.

The Underwriter shall pay (a) all advertising expenses in connection with the public offering of the Series 2020 Bonds; (b) all other expenses incurred by it in connection with the public offering and distribution of the Series 2020 Bonds, including, but not limited to, the fees and disbursements of Underwriter's counsel; and (c) the cost of preparing and printing the blue sky memorandum and the disbursements for filing fees in connection with the aforesaid blue sky memorandum.

15. **Covenants of the City and the Corporation.** The City and the Corporation agree:

(a) To deliver promptly to the Underwriter such number of conformed copies of the Official Statement (and any amendments or supplements thereto), the Ordinance and the Resolution as the Underwriter may reasonably request;

(b) Not to supplement or amend, or cause to be supplemented or amended, the Official Statement at any time, or the Ordinance or the Resolution prior to the Closing, without the prior written consent of the Underwriter;

(c) During the distribution of the Series 2020 Bonds, or such longer period as a copy of the Official Statement shall be required by the rules of the MSRB to be delivered to a purchaser of Series 2020 Bonds, to prepare any amendment or supplement to the Official Statement that may, in the judgment of the City, the Corporation, 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 or the Corporation of any notification with respect to the suspension of the qualification of the Series 2020 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 Series 2020 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; and

(f) Not to take or omit to take any action which action or omission will in any way cause the proceeds of the Series 2020 Bonds to be applied in a manner contrary to that provided in the City Agreements and the Corporation Agreements.

16. **Notices.** Any notice or other communication to be given to the City or the Corporation under this Purchase Contract may be given by delivering the same in writing to Burr Forman McNair, 1221 Main Street, Suite 1800, Columbia, South Carolina 29201, ATTENTION: Michael Seezen, 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 [].

17. **[Establishment of Issue Price.]** The Underwriter agrees to assist the City and the Corporation in establishing the issue price of the Bonds and shall execute and deliver at Closing an “issue price” or similar certificate, together with the supporting pricing wires or equivalent communications, substantially in the form attached as Exhibit E, with such 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 (“Bond Counsel”), to accurately reflect, as applicable, the sales price or prices or the initial offering price or prices to the public of the Series 2020 Bonds.

[Except as otherwise set forth in **Schedule I** attached hereto,] [T][t]he City and the Corporation will treat the first price at which 10% of each maturity of the Series 2020 Bonds (“10% test”) is sold, on the sale date, to the public as the issue price of that maturity. At or promptly after the execution of this Purchase Contract, the Underwriter shall report to the City and the Corporation 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 Series 2020 Bonds, the Underwriter agrees to promptly report to the City and the Corporation 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 (i) the Underwriter has sold all Bonds of that maturity or (ii) the 10% test has been satisfied as to the Series 2020 Bonds of that maturity, provided that, the Underwriter’s reporting obligation after the Closing has occurred may be at reasonable periodic intervals or otherwise upon request of the City or Bond Counsel.] For purposes of this Section, if Bonds mature on the same date but have different interest rates, each separate CUSIP number within that maturity will be treated as a separate maturity of the Series 2020 Bonds.

[The Underwriter has offered the Series 2020 Bonds to the public on or before the date of this Purchase Contract at the offering price or prices (the “**Initial Offering Price**”), or at the corresponding yield or yields, set forth in the final official statement. **Schedule I** also sets forth, as of the date of this Purchase Contract, the maturities, if any, of the Series 2020 Bonds for which the 10% Test has not been satisfied and for which the City, the Corporation and the Underwriter agree that the restrictions set forth in the next sentence shall apply, which will allow the City to treat the initial offering price to the public of

each such maturity as of the sale date as the issue price of that maturity (the “**Hold-the-Offering-Price Rule**”). So long as the Hold-the-Offering-Price Rule remains applicable to any maturity of the Series 2020 Bonds, the Underwriter will neither offer nor sell unsold Bonds of that maturity to any person at a price that is higher than the Initial Offering Price to the public during the period starting on the sale date and ending on the earlier of the following:

- (i) the close of the fifth (5th) business day after the sale date; or
- (ii) the date on which the Underwriter has sold at least 10% of that maturity of the Series 2020 Bonds to the public at a price that is no higher than the Initial Offering Price to the public.

The Underwriter will advise the City, the Corporation and the City’s municipal advisor promptly when it has sold 10% of that maturity of the Series 2020 Bonds to the public at a price that is no higher than the Initial Offering Price to the public, if that occurs prior to the close of the fifth (5th) business day after the sale date.]

The Underwriter confirms that:

- (i) any agreement among underwriters, any selling group agreement and each third-party distribution agreement relating to the initial sale of the Series 2020 Bonds to the public, together with the related pricing wires, contains or will contain certain language obligating each dealer who is a member of the selling group and each broker-dealer that is a party to such third-party distribution agreement, as applicable:

(A)(i) to report the prices at which it sells to the public the unsold Bonds of each maturity allocated to it, whether or not the Closing Date has occurred, until either all Bonds of that maturity allocated to it have been sold or it is notified by the Underwriter that the 10% Test has been satisfied as to the Series 2020 Bonds of that maturity, provided that, the reporting obligation after the Closing Date may be at reasonable periodic intervals or otherwise upon request of the Underwriter, and (ii) to comply with the hold-the-offering-price rule, if applicable, if and for so long as directed by the Underwriter and as set forth in the related pricing wires,

(B) to promptly notify the Underwriter of any sales of Bonds that, to its knowledge, are made to a purchaser who is a related party to an underwriter participating in the initial sale of the Series 2020 Bonds to the public (each such term being used as defined below), and

(C) to acknowledge that, unless otherwise advised by the Underwriter, dealer or broker-dealer, the Underwriter shall assume that each order submitted by the Underwriter, dealer or broker-dealer is a sale to the public.

- (ii) any agreement among underwriters or any selling group agreement relating to the initial sale of the Series 2020 Bonds to the public, together with the related pricing wires, contains or will contain language obligating each dealer that is a party to a third-party distribution agreement to be employed in connection with the initial sale of the Series 2020 Bonds to the public to require each broker-dealer that is a party to such third-party distribution agreement to (A) report the prices at which it sells to the public

the unsold Bonds of each maturity allocated to it, whether or not the Closing Date has occurred, until either all Bonds of that maturity allocated to it have been sold or it is notified by the Underwriter or the dealer that the 10% Test has been satisfied as to the Series 2020 Bonds of that maturity, provided that, the reporting obligation after the Closing Date may be at reasonable periodic intervals or otherwise upon request of the Underwriter or the dealer, and (B) comply with the hold-the-offering-price rule, if applicable, if and for so long as directed by the Underwriter or the Underwriter or the dealer and as set forth in the related pricing wires.

The City and the Corporation acknowledge that, in making the representations set forth in this Section, the Underwriter will rely on (i) in the event a selling group has been created in connection with the initial sale of the Series 2020 Bonds to the public, the agreement of each dealer who is a member of the selling group to comply with the requirements for establishing issue price of the Series 2020 Bonds, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the Series 2020 Bonds, as set forth in a selling group agreement and the related pricing wires, and (ii) in the event that a third-party distribution agreement was employed in connection with the initial sale of the Series 2020 Bonds to the public, the agreement of each broker-dealer that is a party to such agreement to comply with the requirements for establishing issue price of the Series 2020 Bonds, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the Series 2020 Bonds, as set forth in the third-party distribution agreement and the related pricing wires. The City and the Corporation further acknowledge that the Underwriter shall not be liable for the failure of any dealer who is a member of a selling group, or of any broker-dealer that is a party to a third-party distribution agreement, to comply with its corresponding agreement to comply with the requirements for establishing issue price of the Series 2020 Bonds, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the Series 2020 Bonds.

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 Series 2020 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 Series 2020 Bonds to the public (including a member of a selling group or a party to a third-party distribution agreement participating in the initial sale of the Series 2020 Bonds to the public),
- (iii) a purchaser of any of the Series 2020 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 and the Corporation acknowledge and agree that: (i) the transactions contemplated by this Purchase Contract are arm's-length, commercial transactions between the City and the Corporation and the Underwriter, in which the Underwriter is acting solely as a principal and is not acting as a municipal advisor, financial advisor, or fiduciary to either the City or the Corporation; (ii) the Underwriter has not assumed any advisory or fiduciary responsibility to either the City or the Corporation with respect to the transactions contemplated hereby and the discussions, undertakings, and procedures leading thereto, irrespective of whether the Underwriter or its affiliates have provided other services or is currently providing other services to either the City or the Corporation on other matters; (iii) the only obligations the Underwriter has to either the City or the Corporation with respect to the transactions contemplated hereby expressly are set forth in this Purchase Contract; and (iv) the City and the Corporation have consulted their own financial and/or municipal, legal, accounting, tax, and other advisors, as applicable, to the extent they have deemed appropriate. The primary role of the Underwriter, as underwriter, is to purchase the Series 2020 Bonds for resale to investors, in an arm's-length, commercial transaction between the City and the Corporation and the Underwriter. The Underwriter, as underwriter, has financial and other interests that differ from those of the City and the Corporation.

19. ***Parties in Interest.*** This Purchase Contract is made solely for the benefit of the City, the Corporation, 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 Securities Act of 1933, as amended, or Section 20 of the Securities Exchange Act of 1934, as amended. 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 and the Corporation 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 and payment for the City or (c) any termination of this Purchase Contract.

20. ***Governing Law.*** This Purchase Contract shall be governed by and construed in accordance with the laws of the State of South Carolina.

21. ***Effectiveness; Counterpart Execution.*** This Purchase Contract shall become effective upon your acceptance hereof and may be executed in counterparts and such counterparts shall constitute one and the same instrument.

22. ***No Liability.*** Neither the Mayor or members of the City Council, the Board of Directors nor any officer, agent, attorney or employee as such, in his or her individual capacity, past, present or future of the City or the Corporation, 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 and the Corporation 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 or the Corporation 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 and the Corporation under the provision contained in this Section shall survive the termination of this Purchase Contract.

[Signature page follows]

DRAFT

Very truly yours,

By: [UNDERWRITER]

By: _____
Its: []

Accepted and Agreed to as
of the date first above written.

CITY OF COLUMBIA, SOUTH CAROLINA

By: _____
City Manager

COLUMBIA FACILITIES CORPORATION

By: _____
President

EXHIBIT A

The Series 2020 Bonds shall mature on the dates and bear interest at the rates and shall be reoffered at the prices as set forth below:

Maturity Date ([] 1)	<u>Principal Amount</u>	<u>Interest Rate</u>	<u>Yield</u>
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Optional Redemption. In the event the City exercises its option pursuant to the Purchase and Use Agreement to purchase the Corporation's interest in the 2020 Facilities and pay the amount required to defease and redeem the Series 2020 Bonds or to prepay Base Payments, or in the event the City makes a voluntary prepayment under the Purchase and Use Agreement, the Series 2020 Bonds maturing on and after [] 1, 20[] will be redeemed in whole or in part at any time, on or after [] 1, 20[], by the Corporation at the redemption price of 100% of the principal amount thereof (to the extent not previously redeemed), plus accrued interest to such redemption date.

The Series 2020 Bonds maturing on and after [] 1, 20[], are subject to redemption at the Corporation's option, prior to maturity, on or after [] 1, 20[], as a whole or in part, at any time, and from time to time, and if in part in order of maturities selected by the Corporation, at a redemption price equal to the part amount thereof (to the extent not previously redeemed), plus accrued interest to the redemption date.

Special Optional Redemption. The Series 2020 Bonds are subject to special optional redemption if (a) any part of the 2020 Facilities is totally destroyed or is damaged to an extent that the rebuilding or repairing of that part of the 2020 Facilities would be impracticable, (b) there is discovered a material defect in the construction of the 2020 Facilities or any portion unusable by the City for its intended purposes, (c) all or substantially all of the 2020 Facilities relating to a particular building is taken by eminent domain, or (d) the City is deprived of the use of any part of the 2020 Facilities by reason of a defect in the title thereto.

Notice of Redemption

The notice of the call for redemption of Series 2020 Bonds will be given by the Trustee by first class mail, postage prepaid, at least 30 days, but not more than 60 days, prior to the date fixed for redemption to the registered owner of each Series 2020 Bond subject to redemption at such owner's address shown on the registration books of the Corporation on the 15th day preceding that mailing.

Partial Redemption

If less than all of the Series 2020 Bonds are called for redemption, the Series 2020 Bonds to be redeemed will be selected in the manner that the Corporation shall determine as set forth in a certificate of the Corporation filed with the Trustee. If less than all Series 2020 Bonds of any one maturity are called for redemption, the Trustee shall select the Series 2020 Bonds to be redeemed by lot, each \$5,000 portion of the principal being counted as one Series 2020 Bond for this purpose; provided, however, that so long as the only registered owner of the Series 2020 Bonds is Cede & Co., such selection shall be made by The Depository Trust Company consistent with its rules and regulations.

DRAFT

EXHIBIT B**FORM OF SUPPLEMENTAL OPINION OF CO-BOND COUNSEL**

[Closing Date], 2020

[Underwriter]
[Address]Re: [\$] Columbia Facilities Corporation Installment Purchase Revenue Bonds,
Series 2020 (the "Series 2020 Bonds")

Ladies and Gentlemen:

We have acted at the request of the City of Columbia, South Carolina (the "City") as bond counsel in connection with the issuance and delivery by Columbia Facilities Corporation (the "Corporation"), a nonprofit corporation organized and existing under the laws of the State of South Carolina, of the captioned bonds (the "Series 2020 Bonds"). The Series 2020 Bonds are being issued by the Corporation pursuant to the Constitution and laws of the State of South Carolina and a Trust Agreement, dated as of [] 1, 2020 (the "Trust Agreement"), by and between the Corporation and _____, as Trustee. All capitalized terms used and not defined herein have the meanings provided for such terms in the Trust Agreement.

The Series 2020 Bonds are being issued for the purpose of providing funds, together with other available funds, to (i) finance the costs of the City acquiring certain property to serve as business and industrial park to enhance the City's economic development capacity; and (ii) pay the costs of issuing the Series 2020 Bonds. As required by the Trust Agreement, the Corporation and the City will enter into (i) a Purchase and Use Agreement dated as of [] 1, 2020 (the "Purchase and Use Agreement") to provide for Installment Payments sufficient to enable the Corporation to pay, when due, the principal of, premium, if any, and interest on the Series 2020 Bonds, and (ii) a Base Lease Agreement dated as of [] 1, 2020 (the "Base Lease").

We have examined such laws, documents and proceedings as we deemed necessary or appropriate under the circumstances to render this opinion. As to questions of fact material to our opinion, we have relied upon representations of the City and the Corporation contained in the Base Lease, the Purchase and Use Agreement and the Trust Agreement (hereinafter collectively referred to as the "Bond Documents"), and the Purchase Contract dated [Sale Date], 2020 (the "Purchase Contract"), by and among the City, the Corporation, and [Underwriter] (the "Underwriter"), certified proceedings, and other certifications furnished to us by or on behalf of the City or the Corporation, without undertaking to verify the same by independent investigation.

Based on the foregoing, we are of the opinion that:

1. The Purchase Contract and the Continuing Disclosure Agreement dated the date hereof have been duly authorized, executed and delivered by the City and the Corporation in accordance with their terms, except as to enforcement of remedies which may be limited by applicable bankruptcy, insolvency or other laws or equitable principles affecting the enforcement of creditors' rights generally (from time to time in effect), and except as enforcement of the indemnity provisions thereof may be limited by public policy.

2. The Official Statement dated [Sale Date], 2020 (the “Official Statement”) has been duly authorized, approved and delivered by the City and the Corporation.

3. The Series 2020 Bonds conform as to form and tenor with the terms and provisions thereof as set out in the Official Statement.

4. All conditions precedent to the delivery of the Series 2020 Bonds contained in the Trust Agreement have been fulfilled.

5. The Series 2020 Bonds are exempt from registration under the Securities Act of 1933, as amended, as well as the South Carolina Uniform Securities Act of 2005, and the Trust Agreement is exempt from qualification as an indenture under the Trust Indenture Act of 1939, as amended.

6. The City is a “political subdivision” within the meaning of Section 1.103-1(b) of the Income Tax Regulations of the United States Department of the Treasury.

In connection with the preparation of the Official Statement, we have generally reviewed information furnished to us by, and have participated in conferences with, the City, the City Attorney, Corporation the Underwriter, and Underwriter’s Counsel. The information contained in the Official Statement under the headings entitled: [“INTRODUCTION,” “THE BONDS,” “SECURITY AND SOURCES OF PAYMENT FOR THE BONDS,” “TAX TREATMENT” and “Appendix B – Forms of Trust Agreement, Installment Purchase and Use Agreement and Base Lease and Conveyance Agreement”] is correct in all material respects and does not omit any statement which, in our opinion, should be included or referred to therein in order that the information set forth under such headings in the Official Statement be not misleading. Except as noted above, we have not been engaged or undertaken to review the accuracy, completeness or sufficiency of the Official Statement or other offering material relating to the Series 2020 Bonds. We have not verified and are not passing upon, and do not assume any responsibility for, the accuracy, completeness or fairness of the statements contained in the Official Statement. We have, however, solely in our capacity as Bond Counsel to the Corporation, and without having undertaken to determine independently the accuracy, completeness or fairness of the statements or to verify the information contained in the Official Statement, participated in the preparation of the Official Statement. It should be understood that our participation in the preparation of the Official Statement was limited in scope and did not include the activities customarily referred to as “due diligence.” In the course of our activities, nothing has come to our attention that would lead us to believe that the Official Statement contains an untrue statement of a material fact or omits to state a material fact required to be stated therein or necessary to make the statements therein made, in light of the circumstances under which they were made, not misleading (except that we make no statement as to the financial information and statistical data included in the Official Statement or in Appendix “A” thereto).

Very truly yours,

EXHIBIT C

FORM OF OPINION OF COUNSEL TO THE CITY

[Closing Date], 2020

City of Columbia, South Carolina
Columbia, South Carolina

Columbia Facilities Corporation
Columbia, South Carolina

[Underwriter]
[Address]

[Trustee]
[Address]

Re: [\$] Columbia Facilities Corporation Installment Purchase Revenue Bonds (City of Columbia Project), Series 2020

Ladies and Gentlemen:

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 issuance by the Columbia Facilities Corporation (the “Corporation”) of its [\$] Columbia Facilities Corporation Installment Purchase Revenue Bonds (City of Columbia Project), Series 2020 (the “Series 2020 Bonds”), pursuant to the terms of a Trust Agreement, dated as of [] 1, 2020 (the “Trust Agreement”), by and between the Corporation and _____, as Trustee. The Series 2020 Bonds are being sold to [Underwriter] (the “Underwriter”) pursuant to the terms of a Purchase Contract dated [Sale Date], 2020 (the “Purchase Contract”), by and among the Underwriter, the Corporation and the City. Capitalized terms not otherwise defined herein and not normally capitalized shall have the meanings ascribed thereto in the Purchase Contract.

I have examined such laws, documents and proceedings as I deemed necessary or appropriate under the circumstances to render this opinion, including, particularly, without limiting the generality of the foregoing, the Base Lease, the Purchase and Use Agreement, the Purchase Contract, the Official Statement, and the ordinance of the City Council of the City enacted on [].

Based on the foregoing, I am of the opinion that:

1. The Base Lease, the Purchase and Use Agreement and the Purchase Contract have been duly authorized, executed and delivered by the City and constitute binding and enforceable agreements of the City in accordance with their respective terms, except as to enforcement of remedies which may be limited by applicable bankruptcy, insolvency or other laws or equitable principles affecting the enforcement of creditors’ rights generally (from time to time in effect), and except as enforcement of the indemnity provisions thereof may be limited by public policy.

2. The Official Statement has been duly authorized and delivered by the City for distribution in connection with the sale of the Series 2020 Bonds.

3. To the best of my knowledge and after due inquiry, the City has good and proper fee simple title to the 2020 Real Property, as defined in the Base Lease.

4. To the best of my knowledge and after due inquiry, with respect to the City, (i) there is no controversy or litigation of any nature now pending or threatened, restraining or enjoining the issuance, sale, execution or delivery of the Series 2020 Bonds, the Base Lease, the Purchase and Use Agreement, the Purchase Contract or the Official Statement, or in any way questioning or affecting the validity of the Series 2020 Bonds, the Base Lease, the Purchase and Use Agreement, the Purchase Contract or the Official Statement or any proceedings of the City taken with respect to the issuance or sale of the Series 2020 Bonds, or the pledge or application of any moneys or security provided for the payment of the Series 2020 Bonds, and (ii) there is no controversy or litigation of any nature now pending or threatened against the City relating to or questioning or affecting the organization or existence of the City or the title to office of the officers thereof.

Very truly yours,

Teresa A. Knox

City Attorney

EXHIBIT D**FORM OF OPINION OF COUNSEL TO THE CORPORATION**

[Closing Date], 2020

Columbia Facilities Corporation
Columbia, South Carolina

City of Columbia, South Carolina
Columbia, South Carolina

[Underwriter]
[Address]

[Trustee]
[Address]

Re: [\$] Columbia Facilities Corporation Installment Purchase Revenue Bonds (City of Columbia Project), Series 2020

Ladies and Gentlemen:

We have acted as counsel to Columbia Facilities Corporation, a nonprofit corporation organized and existing under the laws of the State of South Carolina (the “Corporation”), in connection with the issuance by the Corporation of its [\$] Columbia Facilities Corporation Installment Purchase Revenue Bonds (City of Columbia Project), Series 2020 dated the date hereof (the “Series 2020 Bonds”), pursuant to the terms of a Trust Agreement, dated as of [] 1, 2020 (the “Trust Agreement”), by and between the Corporation and _____, as Trustee. The Series 2020 Bonds are being sold to [Underwriter] (the “Underwriter”), pursuant to the terms of a Purchase Contract dated [Sale Date], 2020 (the “Purchase Contract”), by and among the Underwriter, the Corporation, and The City, South Carolina (the “City”). Capitalized terms not otherwise defined herein and not normally capitalized shall have the meanings ascribed thereto in the Purchase Contract.

In connection with this opinion, we have examined executed copies of the Purchase and Use Agreement, the Base Lease, the Trust Agreement, a specimen of the Series 2020 Bonds and the Certificate of Incorporation of the Corporation. We have further relied upon certifications of officers of the Corporation and public officials as to questions of fact material to my opinion without undertaking to verify the same by independent investigation.

Based on this examination, we are of the opinion as of the date hereof and under existing laws, as follows:

1. The Base Lease, the Purchase and Use Agreement and the Trust Agreement are valid and binding obligations of the Corporation in accordance with their terms, except as to enforcement of remedies which may be limited by applicable bankruptcy, insolvency, or other laws or equitable principles affecting the enforcement of creditors’ rights generally, and except as enforcement of the indemnity provisions thereof may be limited by public policy.

2. The Purchase Contract has been duly authorized, executed and delivered by the Corporation and constitutes a binding and enforceable agreement of the Corporation in accordance with

D-1

its terms, except as to enforcement of remedies which may be limited by applicable bankruptcy, insolvency, or other laws or equitable principles affecting the enforcement of creditors' rights generally, and except as enforcement of the indemnity provisions thereof may be limited by public policy.

3. The Official Statement dated [Sale Date], 2020 has been duly authorized and delivered for distribution in connection with the sale of the Series 2020 Bonds.

4. To the best of our knowledge, with respect to the Corporation (i) there is no controversy or litigation of any nature now pending or threatened, restraining or enjoining the issuance, sale, execution or delivery of the Series 2020 Bonds, or in any way questioning or affecting the validity of the Series 2020 Bonds or any proceedings of the Corporation taken with respect to the issuance or sale thereof, or the pledge or application of any moneys or security provided for the payment of the Series 2020 Bonds or any proceedings of the Corporation taken with respect to the issuance or sale thereof, or the pledge or application of any moneys or security provided for the payment of the Series 2020 Bonds and (ii) there is no controversy or litigation of any nature now pending or threatened against the Corporation relating to or questioning or affecting the organization or existence of the Corporation or the title to office of the officers thereof.

Very truly yours,

[EXHIBIT E]

ISSUE PRICE CERTIFICATE

The undersigned, on behalf of [], on its own behalf and as representative of [] and [], as underwriter (the “Underwriter”), hereby certify, based upon the information available to it, 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. **Initial Offering Price of the Hold-the-Offering-Price Maturities.**

(a) The Underwriter has offered the Hold-the-Offering-Price Maturities to the Public for purchase at the respective initial offering prices listed in Schedule I (the “**Initial Offering Prices**”) on or before the Sale Date. A copy of the pricing wire or equivalent communication for the Bonds is attached to this certificate as Schedule II.

(b) As set forth in the Bond Purchase Agreement, the Underwriter has agreed, that, for each Maturity of the Hold-the-Offering-Price Maturities, it would neither offer nor sell any of the unsold Bonds of such Maturity to any person at a price that is higher than the Initial Offering Price for such Maturity during the Holding Period for such Maturity (the “hold-the-offering-price rule”), and that the Underwriter shall retain all Hold-the-Offering-Price Maturities. The Underwriter has not offered or sold any unsold Bonds in any Hold-the-Offering-Price Maturities at a price that is higher than the respective Initial Offering Price for that Maturity of the Bonds during the Holding Period. For the avoidance of doubt, “unsold Bonds,” as used in this paragraph, refers to Bonds that continue to be held by the Underwriting Group as part of the primary offering of the Bonds.”

[2.] [3.] **Defined Terms.**

(a) *City* means City of Columbia, South Carolina.

[(b)] *Hold-the-Offering-Price Maturities* means those Maturities of the Bonds listed in Schedule I hereto as the “Hold-the-Offering-Price Maturities.”

(c) *Holding Period* means, with respect to a Hold-the-Offering-Price Maturity, the period starting on the Sale Date and ending on the earlier of (i) the close of the fifth business day after the Sale Date ([, 2020), or (ii) the date on which the Representative has sold at least 10% of such Hold-the-Offering-Price Maturity to the Public at prices that are no higher than the Initial Offering Price for such Hold-the-Offering-Price Maturity.]

[(b)] [(d)] *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)] [(e)] *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. 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).

[(d)][(f)] *Sale Date* means the date of execution of the Purchase Contract by all parties.

[(e)][(g)] *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 third-party distribution agreement participating in the initial sale of the Bonds to the Public).

The representations set forth in this certificate are limited to factual matters only. Nothing in this certificate represents the Underwriter's interpretation of any laws, including specifically Sections 103 and 148 of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations thereunder. The undersigned understands that the foregoing information will be relied upon by the City with respect to certain of the representations set forth in the Federal Tax Certificate of the City dated of even date herewith and with respect to compliance with the federal income tax rules affecting the Bonds, and by Burr & Forman LLP d/b/a Burr Forman McNair, 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. Except as expressly set forth above, the certifications set forth herein may not be relied upon or used by any third party or for any other purpose.

¶

By: _____

Name: _____

Dated: [Closing Date], 2020

SCHEDULE A
GENERAL RULE MATURITIES
MATURITY SCHEDULE

MATURITY (¶ 1)	<u>AMOUNT</u> \$	INTEREST <u>RATE</u> %	<u>YIELD</u> %	<u>PRICE</u> %	<u>CUSIP</u>
---------------------------------	----------------------------	--	--------------------------	--------------------------	---------------------

\$[] []% Term Bond, Due []; Yield[]%^c; Price []%^c; CUSIP: []
 \$[] []% Term Bond, Due []; Yield[]%^c; Price []%^c; CUSIP: []

^c Priced to the call date of []

EXHIBIT F

Form of Preliminary Official Statement

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Attachment: 2020-095 \$57,250,000 Installment Purchase Revenue Bonds (6249 : Ordinance No.: 2020-095 Authorizing 2020 Installment

PRELIMINARY OFFICIAL STATEMENT DATED [], 2020

NEW ISSUE – BOOK-ENTRY-ONLY

Ratings:

Moody's: []

S&P: []

In the opinion of Burr & Forman LLP d/b/a Burr Forman McNair ("Burr Forman McNair"), Bond Counsel, under existing law, interest on the Bonds is includable in gross income for federal income tax purposes. Interest on the Bonds is exempt from all State of South Carolina, county, municipal, school district, and all other taxes and assessments, direct or indirect, general or special, whether imposed for the purpose of general revenue or otherwise, except inheritance, estate or other transfer taxes, provided that the interest thereon may be includable for certain franchise fees or taxes. See "TAX TREATMENT" herein.



[S]^{*}
COLUMBIA FACILITIES CORPORATION
INSTALLMENT PURCHASE REVENUE BONDS
[TAXABLE] SERIES 2020

Dated: Delivery Date

Due: [] 1, as shown on the inside front cover

This cover page and the inside cover page contain certain information for quick reference only. They are not a summary of the issue. Investors must read the entire Official Statement to obtain information essential to making an informed investment decision.

Each capitalized term used, but not defined on this cover, has the meaning provided for that term in the Trust Agreement, dated as of [] 1, 2020 ("Trust Agreement"), between Columbia Facilities Corporation ("Issuer") and [Trustee], as trustee ("Trustee"), or the Installment Purchase and Use Agreement, dated as of [] 1, 2020 ("Purchase and Use Agreement"), between the Issuer and the City of Columbia, South Carolina ("City"). The bonds will be issued as Installment Purchase Revenue Bonds of the Issuer [Taxable] Series 2020 ("Bonds"), issued for the purpose of providing funds, together with other available funds, to (i) finance the costs of the City acquiring certain property to finance the costs of acquiring, designing and constructing certain facilities ("2020 Projects") to be used by the City, on real property owned by the City ("2020 Real Property"), and (ii) pay the costs of issuing the Bonds.

The Bonds are limited obligations of the Issuer secured by and payable from the Trust Estate. The Trust Estate consists primarily of the Issuer's right, title and interest in the Revenues, which includes Installment Payments and other amounts receivable by the Issuer under the Purchase and Use Agreement, subject to the Reserved Rights.

The Bonds do not, and shall not be deemed to, constitute or create an indebtedness, liability or obligation of the City within the meaning of any State constitutional provision or statutory limitation or a pledge of the full faith and credit of the City. The Bonds and the interest thereon are payable from and secured by the Trust Estate as described in and subject to limitations set forth in the Trust Agreement for the equal and ratable benefit of the Holders of the Bonds.

THE OBLIGATION OF THE CITY TO PAY INSTALLMENT PAYMENTS UNDER THE PURCHASE AND USE AGREEMENT IS A CURRENT EXPENSE OF THE CITY AND IS DEPENDENT ON A LAWFUL APPROPRIATION OF FUNDS BEING MADE BY THE CITY COUNCIL OF THE CITY TO PAY EACH INSTALLMENT PAYMENT DUE IN EACH FISCAL YEAR UNDER THE PURCHASE AND USE AGREEMENT AND IS NOT IN ANY WAY A DEBT OF THE CITY UNDER ANY APPLICABLE CONSTITUTIONAL OR STATUTORY LIMITATION OR REQUIREMENT CONCERNING THE CREATION OF INDEBTEDNESS BY THE CITY, NOR IS ANYTHING IN THE PURCHASE AND USE AGREEMENT A PLEDGE OF THE GENERAL TAX REVENUES, FUNDS, MONEYS OR CREDIT OF THE CITY.

The Bonds will be issued only as fully registered bonds and initially will be registered in the name of Cede & Co., as nominee for The Depository Trust Company, New York, New York ("DTC"). DTC will act as securities depository for the Bonds. Purchases of beneficial interests in the Bonds will be made in book-entry form only (without certificates) in denominations of \$5,000 or any whole multiple thereof. Principal shall be paid on the maturity dates, as shown on the inside front cover, to the registered owner of each Bond at the principal corporate trust office of the Trustee, serving in its capacity as registrar and paying agent for the Bonds ("Registrar/Paying Agent"). So long as DTC or its nominee, Cede & Co., is the registered owner of the Bonds, payment of the principal and interest on the Bonds will be made directly to Cede & Co. Disbursements of payments to Beneficial Owners will be the responsibility of Direct Participants or Indirect Participants as described in this Official Statement, and neither the Issuer nor the City shall be responsible for disbursements.

The Bonds will be dated their Delivery Date and will mature on [] 1 in each of the years and in the principal amounts and bear interest at the rates shown on the inside front cover from the date of their issuance. Interest on the Bonds is payable on each [] 1 and [] 1, commencing [] 1, 2021, until maturity. The Bonds are subject to redemption prior to maturity as stated herein.

The Bonds are offered when, as and if issued and accepted by [Underwriter], as underwriter, subject to the approving opinion as to legality of Burr & Forman LLP d/b/a Burr Forman McNair, Columbia, South Carolina, which is serving as Bond Counsel to the Issuer. Certain legal matters will be passed on for the Issuer by its counsel, [], Columbia, South Carolina; and for the Underwriter by its counsel, Parker Poe Adams & Bernstein LLP, Columbia, South Carolina. Stifel, Nicolaus & Company, Inc., serves as Financial Advisor to the City. It is expected that the Bonds in definitive form will be available for delivery on or about [], 2020, through the facilities of DTC against payment therefor.

This cover page contains certain information for quick reference only. It is not a summary of the issue. Investors should read the entire Official Statement to obtain information essential to the making of an informed investment decision. *The Issuer and the City deem the Preliminary Official Statement to be final as of its date for purposes of Rule 15c2-12 promulgated by the U.S. Securities and Exchange Commission, except for information which may be omitted pursuant to such rule.*

[Underwriter]

This Official Statement is dated [], 2020.

* Throughout this Preliminary Official Statement, items marked with an asterisk are preliminary and subject to change.

MATURITY DATES, PRINCIPAL AMOUNTS, INTEREST RATES, YIELDS, PRICES, AND CUSIPS[†]\$1[†] SERIAL BONDS

DUE 11	PRINCIPAL AMOUNT [*]	INTEREST RATE	YIELD	PRICE	CUSIP [†]
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[†] CUSIP® is a registered trademark of the American Bankers Association. CUSIP Global Services (CGS) is managed on behalf of the American Bankers Association by S&P Global Market Intelligence LLC. Copyright © 2020 CUSIP Global Services. All rights reserved. CUSIP® numbers are provided for convenience of reference only. None of the Issuer, the City, the Underwriter, or their agents or counsel assume responsibility for the accuracy of such numbers.

REGARDING USE OF THIS OFFICIAL STATEMENT

For purposes of compliance with Securities and Exchange Commission (“SEC”) Rule 15c2-12 (“**Rule 15c2-12**”), this document, including its Appendices, as all of the same may be supplemented or corrected by the Issuer or the City, from time to time (“**Official Statement**”), may be treated as an Official Statement with respect to the Bonds described in this Official Statement that is deemed final as of its date (or of any supplement or correction) by the Issuer and the City. Any addendum shall, on and after the date thereof, be fully incorporated and made a part of this Official Statement by reference.

IN CONNECTION WITH THIS OFFERING, THE UNDERWRITER MAY OVER ALLOT OR EFFECT TRANSACTIONS THAT STABILIZE OR MAINTAIN THE MARKET PRICE OF THE BONDS AT OR ABOVE THAT WHICH MIGHT OTHERWISE PREVAIL IN THE OPEN MARKET, AND THIS STABILIZING MAY BE DISCONTINUED AT ANY TIME.

Neither the SEC nor any other federal, state or other governmental entity or agency will have passed on the accuracy or adequacy of this Official Statement or approved the Bonds for sale. Any representation to the contrary is a criminal offense.

The Underwriter has provided the following sentence for inclusion in this Official Statement. The Underwriter has reviewed the information in this Official Statement in accordance with, and as part of, its responsibilities to investors under the federal securities laws as applied to the facts and circumstances of this transaction, but the Underwriter does not guarantee the accuracy or completeness of such information.

[Trustee], as trustee and registrar/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 information, (ii) the validity of the Bonds, or (iii) the tax status of the interest on the Bonds.

No dealer, broker, salesman or other person has been authorized by the Issuer or the City to give any information or to make any representations with respect to the Bonds other than as contained in this Official Statement, and, if given or made, other information or representations must not be relied on as having been authorized by the Issuer or the City. Certain information contained in this Official Statement may have been obtained from sources other than records of the Issuer or the City and, while believed to be reliable, is not guaranteed as to completeness or accuracy. 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 ISSUER OR THE CITY SINCE THE DATE HEREOF.

Reference to laws, rules, regulations, ordinances, resolutions, agreements, reports and other documents do not purport to be comprehensive or definitive. All references to documents are qualified in their entirety by reference to the particular document, the full text of which may contain qualifications of and exceptions to statements made in this Official Statement. Where full texts have not been included as Appendices to this Official Statement, they will be furnished on request.

CERTAIN INFORMATION CONTAINED IN THIS OFFICIAL STATEMENT MAY HAVE BEEN OBTAINED FROM SOURCES OTHER THAN RECORDS OF ISSUER AND THE CITY AND, WHILE BELIEVED TO BE RELIABLE, IS NOT GUARANTEED AS TO COMPLETENESS OR ACCURACY. REFERENCES TO WEB SITE ADDRESSES PRESENTED HEREIN ARE FOR INFORMATIONAL PURPOSES ONLY AND MAY BE IN THE FORM OF A HYPERLINK SOLELY FOR THE READER’S CONVENIENCE. UNLESS SPECIFIED OTHERWISE, SUCH WEB SITES AND THE INFORMATION OR LINKS CONTAINED THEREIN ARE NOT INCORPORATED INTO, AND ARE NOT PART OF, THIS FINAL OFFICIAL STATEMENT.

THE BONDS WILL NOT BE REGISTERED OR QUALIFIED WITH THE SEC UNDER THE SECURITIES ACT OF 1933, AS AMENDED, AND THE TRUST AGREEMENT HAS NOT BEEN REGISTERED UNDER THE TRUST INDENTURE ACT OF 1939, AS AMENDED. THE REGISTRATION OR QUALIFICATION OF THE BONDS IN ACCORDANCE WITH APPLICABLE PROVISIONS OF SECURITIES LAWS OF THE STATES IN WHICH THE BONDS HAVE BEEN REGISTERED OR QUALIFIED, AND THE EXEMPTION FROM REGISTRATION OR QUALIFICATION IN OTHER STATES, SHALL NOT BE REGARDED AS A RECOMMENDATION THEREOF.

THE BONDS HAVE NOT BEEN RECOMMENDED BY ANY FEDERAL OR STATE SECURITIES COMMISSION OR REGULATORY AUTHORITY. FURTHERMORE, THE FOREGOING AUTHORITIES HAVE NOT CONFIRMED THE ACCURACY OR DETERMINED THE ADEQUACY OF THIS OFFICIAL STATEMENT. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENSE.

[As of the date of this Official Statement, the United States, including the State of South Carolina and the Issuer and the City, are in the midst of a pandemic caused by a novel coronavirus and resulting disease known as COVID-19. The pandemic has led to a declaration of emergency by the Governor of South Carolina and the issuance of progressively stringent orders regarding social distancing and suspending the operations of businesses in South Carolina other than those deemed “essential.” COVID-19 and resulting social and business disruptions (collectively, “COVID”) are expected to have a material impact on the City’s (i) current operations, (ii) financial performance in the future, and (iii) sources of revenues, but the extent of those impacts cannot be predicted. This Official Statement identifies certain potential impacts of COVID on the City. Owing to the dynamic nature of COVID, there may be other impacts on the City not identified herein. Data presented in this Official Statement regarding revenues received by the City in prior fiscal years should not be relied upon as a projection of revenues to be received by the City in the present and future fiscal years.]

FINANCING PARTICIPANTS

ISSUER

Columbia Facilities Corporation
Columbia, South Carolina

CITY

City of Columbia, South Carolina
Columbia, South Carolina

UNDERWRITER

[]

[]

CO-BOND COUNSEL

Burr & Forman LLP
d/b/a Burr Forman McNair
Columbia, South Carolina

Johnson Toal & Battiste, P.A.
Columbia, South Carolina

ISSUER COUNSEL

[]

Columbia, South Carolina

UNDERWRITER'S COUNSEL

Parker Poe Adams & Bernstein LLP
Columbia, South Carolina

FINANCIAL ADVISOR

Stifel, Nicolaus & Company, Inc.
Columbia, South Carolina

TRUSTEE

[_____
Columbia, South Carolina]

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- APPENDIX B - Forms of Trust Agreement, Installment
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- APPENDIX C - Form of Bond Counsel Opinion
- APPENDIX D - Form of Disclosure Dissemination
Agent Agreement

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SUMMARY STATEMENT

The following Summary Statement is qualified in its entirety by the more detailed information and financial statements contained elsewhere in this Official Statement, which includes its Appendices. The offering of the [\$] Installment Purchase Revenue Bonds of the Columbia Facilities Corporation, Taxable Series 2020 (“**Bonds**”), to potential investors is made only by means of this entire Official Statement, and no person is authorized to detach this Summary Statement from the Official Statement or to otherwise use it without the entire Official Statement. Each capitalized term used, but not defined in this Summary Statement, has the meaning provided for that term in the Trust Agreement, dated as of [] 1, 2020 (“**Trust Agreement**”), between Columbia Facilities Corporation (“**Issuer**”) and [Trustee], as trustee (“**Trustee**”), or the Installment Purchase and Use Agreement, dated as of [] 1, 2020 (“**Purchase and Use Agreement**”), between the Issuer and the City of Columbia, South Carolina (“**City**”), as applicable.[‡]

- The Issuer:** Columbia Facilities Corporation is a nonprofit corporation organized and existing under the laws of the State of South Carolina (“**State**”).
- The City:** The City is located in Richland County, South Carolina (“**County**”), in the central part of the State and has an area of approximately [] square miles. The City is the capital of the State.
- The Bonds:** The Bonds will be issued in fully registered form, in denominations of \$5,000 or any whole multiple thereof, in the name of Cede & Co., as nominee of The Depository Trust Company, New York, New York (“**DTC**”), which will act as securities depository for the Bonds under a book-entry system, as described in this Official Statement. So long as the Bonds are held in book-entry-only form, beneficial owners of the Bonds will not receive physical bond certificates. It is expected that the Bonds will be dated and available for delivery in definitive form through the facilities of DTC on or about [Closing Date], 2020.
- Maturity:** The Bonds will mature serially in successive annual installments on [] 1 in each of the years and in the principal amounts as shown on the inside front cover hereof.
- Redemption:** The Bonds will [not] be subject to [optional] redemption[, as provided herein].
- Security:** For the payment of principal of and interest on the Bonds, the Issuer has assigned to the Trustee and granted a security interest in the Trust Estate, which includes, (i) all right, title and interest of the Issuer in and to the Revenues (with certain exceptions) including, without limitation, all Installments Payments and other amounts receivable by or on behalf of the Issuer under the Purchase and Use Agreement, (ii) all of the Issuer’s right, title and interest in and to the 2020 Facilities, the Installment Purchase Agreement (except certain reserved rights), the Purchase and Use Agreement (except certain reserved rights), the Base Lease and Conveyance Agreement, dated as of [] 1, 2020 (“**Base Lease**”), between the City, as lessor, and the Issuer, as lessee, and the property rights in the 2020 Real Property, as defined in and evidenced by the Base Lease, (iii) certain contract rights, proceeds of insurance and condemnation awards from casualty or takings and (iv) all moneys and investments held in certain funds and accounts created under the Trust Agreement.
- The Bonds do not, and shall not be deemed to, constitute or create an indebtedness, liability or obligation of the City within the meaning of any State constitutional provision or statutory limitation or a pledge of the full faith and credit of the City. The Bonds and the interest thereon are payable from and secured by the Trust Estate as described in and

[‡] Forms of the Trust Agreement, Base Lease and the Purchase and Use Agreement are each attached as part of Appendix B.

subject to limitations set forth in the Trust Agreement for the equal and ratable benefit of the Holders of the Bonds.

THE OBLIGATION OF THE CITY TO PAY INSTALLMENT PAYMENTS UNDER THE PURCHASE AND USE AGREEMENT IS A CURRENT EXPENSE OF THE CITY AND IS DEPENDENT ON A LAWFUL APPROPRIATION OF FUNDS BEING MADE BY THE CITY COUNCIL OF THE CITY TO PAY THE INSTALLMENT PAYMENTS DUE IN EACH FISCAL YEAR UNDER THE PURCHASE AND USE AGREEMENT AND IS NOT IN ANY WAY A DEBT OF THE CITY UNDER ANY APPLICABLE CONSTITUTIONAL OR STATUTORY LIMITATION OR REQUIREMENT CONCERNING THE CREATION OF INDEBTEDNESS BY THE CITY, NOR IS ANYTHING IN THE PURCHASE AND USE AGREEMENT A PLEDGE OF THE GENERAL TAX REVENUES, FUNDS, MONEYS OR CREDIT OF THE CITY. THE PURCHASE AND USE AGREEMENT PROVIDES THAT, SUBJECT TO THE RIGHT OF NONAPPROPRIATION, THE CITY'S OBLIGATION TO MAKE INSTALLMENT PAYMENTS THEREUNDER WILL BE ABSOLUTE AND UNCONDITIONAL.

- Purpose:** The proceeds derived from the sale of the Bonds will be used, together with other available funds, to (i) finance the costs of acquiring, designing and constructing certain facilities ("**2020 Projects**") to be used by the City, on real property owned by the City ("**2020 Real Property**"), and (ii) pay the costs of issuing the Bonds.
- Tax Status:** Under existing law, in the opinion of Burr & Forman LLP d/b/a Burr Forman McNair ("**Burr Forman McNair**"): (i) interest on the Bonds is includable in gross income for federal income tax purposes; and (ii) interest on the Bonds is exempt from all State, county, municipal and school district and other taxes or assessments imposed within the State, except estate, transfer and certain franchise taxes.
- Professionals:** Burr & Forman LLP d/b/a Burr Forman McNair, Columbia, South Carolina, and Johnson Toal & Battiste, P.A., Columbia, South Carolina, each serves as Co-Bond Counsel to the Issuer. [Issuer Counsel], Columbia, South Carolina, serves as counsel to the Issuer. [Underwriter] serves as Underwriter. Stifel, Nicolaus & Company, Inc., Columbia, South Carolina, serves as Financial Advisor to the City. [Trustee] ("**Trustee**"), will act as trustee, registrar and paying agent for the Bonds under the Trust Agreement.
- Authorization:** The Bonds will be issued under and pursuant to the Trust Agreement.
- General:** This Preliminary Official Statement speaks only as of its date, and the information contained herein is subject to change. A copy of the final Official Statement will be placed on <http://emma.msrb.org>. Copies of the Preliminary Official Statement, the Official Statement, and related documents and information are available by contacting Issuer's Counsel, [Attorneys, Issuer Counsel], Columbia, South Carolina; telephone: []; email: []; or Bond Counsel, Michael Seezen, Burr & Forman LLP, 1221 Main Street, Suite 1800, Columbia, South Carolina 29201; telephone: (803) 799-9800, email: mseezen@burr.com.
- This Official Statement, including the cover page and the attached Appendices, contains specific information relating to the Bonds, the Issuer, the City, and other information pertinent to this issue.
- All information included in this Official Statement 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 do not purport to be complete, comprehensive or definitive, and each reference or summary is qualified in its entirety by reference to each document, statute, report or other instrument.

INTRODUCTION

This Introduction briefly describes the contents of this Official Statement and is qualified by reference to its entire contents, including Appendices, as well as of the documents summarized or described in this Official Statement.

This Official Statement is provided for the purpose of furnishing certain information in connection with issuance of the [\$]* Columbia Facilities Corporation Installment Purchase Revenue Bonds, Taxable Series 2020 (“**Bonds**”). This Official Statement has been prepared under the supervision of the Columbia Facilities Corporation (“**Issuer**”) and the City of Columbia, South Carolina (“**City**”). The information furnished in this Official Statement includes a brief description of the Bonds, the Issuer, the City, and the City’s indebtedness, tax information, economic data and financial information and other matters. Also included are certain information and data pertaining to the Issuer and the City, and to the State. Each capitalized term used, but not defined in this Official Statement, has the meaning provided for that term in the Trust Agreement, dated as of [] 1, 2020 (“**Trust Agreement**”), between the Issuer and _____, as trustee (“**Trustee**”), or the Installment Purchase and Use Agreement, dated as of [] 1, 2020 (“**Purchase and Use Agreement**”), between the Issuer and the City, as applicable.¹

THE BONDS

Description of the Bonds

The Bonds are limited obligation bonds of the Issuer secured by and payable from the Trust Estate. The Bonds will be issued as registered bonds, under the book-entry system. The Bonds will be dated the date of their delivery, which is anticipated to be [Closing Date], 2020, will mature and bear interest at the rates and will initially be priced as shown on the inside front cover. Interest on the Bonds will be payable on [] 1 and [] 1 of each year (each a “**Record Date**”), commencing [] 1, 2021, until final payment of the principal thereof.

The Bonds will be issued in denominations of \$5,000 or any whole multiple thereof, not exceeding the principal amount of the Bonds maturing in each year. The Bonds shall be numbered from R-1 upward, and will be registered on the registration books of the Issuer, which are to be kept for this purpose at the office of the Trustee, serving in its capacity as registrar and paying agent for the Bonds (“**Registrar/Paying Agent**”), at which its principal corporate trust business is administered.

Authorization for the Bonds

The Bonds will be issued under and pursuant to the Trust Agreement and a Resolution approved on [], 2020 (“**Resolution**”), by the Board of Directors of the Issuer (“**Issuer Board**”).

Use of Proceeds

The proceeds derived from the sale of the Bonds will be used, together with other available funds, to (i) finance the costs of acquiring, designing and constructing certain facilities (“**2020 Project**”) to be used by the City, on real property owned by the City (“**2020 Real Property**”), and (ii) pay the costs of issuing the Bonds.

¹ Forms of the Trust Agreement and the Purchase and Use Agreement are each attached as part of Appendix B.

Debt Service Requirements

Set forth below are the principal and interest payment requirements with respect to the Bonds. For purposes of calculating the principal payable in any year, the relevant maturity or mandatory redemption amount is used. A description of the City's outstanding debt is set forth under "DEBT STRUCTURE."

Fiscal Year Ending June 30	<u>Principal</u>	<u>Interest</u>	<u>Total</u>
2021			
2022			
2023			
2024			
2025			
2026			
2027			
2028			
2029			
2030			
2031			
2032			
2033			
2034			
2035			
2036			
2037			
2038			
2039			
2040			
2041			
2042			
2043			
2044			
2045			
Totals			

2020 Reserve Requirement and 2020 Reserve Subaccount

The Trust Agreement provides that the Issuer, at closing, shall create a separate subaccount in the Reserve Account of the Bond Fund ("**2020 Reserve Subaccount**") to provide for the 2020 Reserve Requirement and deposit in the 2020 Reserve Subaccount an amount equal to the 2020 Reserve Requirement. The Trustee shall use the funds in the 2020 Reserve Subaccount: (i) to the extent necessary to make up deficiencies in the subaccount of the Facilities Purchase Account established with respect to the Bonds ("**2020 Facilities Purchase Subaccount**"); and (ii) if all Base Payments with respect to the Bonds are current, to be credited against the last remaining required installments of Base Payments and for that purpose any remaining amounts in the 2020 Reserve Subaccount shall be transferred as Base Payments to the 2020 Facilities Purchase Subaccount of the Facilities Purchase Account by the Trustee on or before the Bond Payment Date occurring on []. To satisfy the 2020 Reserve Requirement, and in lieu of cash-funding the 2020 Reserve Subaccount, the Issuer may provide a debt service reserve surety, which together with the moneys on deposit in the 2020 Reserve Subaccount equals the

2020 Reserve Requirement. Concurrently with the issuance of the Bonds, the Insurer will provide its Municipal Bond Debt Service Reserve Insurance Policy (“**Reserve Policy**”) as a debt service reserve surety which will satisfy the 2020 Reserve Requirement and no cash will be deposited in the 2020 Reserve Subaccount.

Book-Entry System

THE DESCRIPTION WHICH FOLLOWS OF THE PROCEDURES AND RECORDKEEPING WITH RESPECT TO BENEFICIAL OWNERSHIP INTERESTS IN THE BONDS, PAYMENT OF INTEREST AND PRINCIPAL ON THE BONDS TO DIRECT AND INDIRECT PARTICIPANTS (AS DEFINED BELOW) OR BENEFICIAL OWNERS OF THE BONDS, CONFIRMATION AND TRANSFER OF BENEFICIAL OWNERSHIP INTERESTS IN THE BONDS, AND OTHER RELATED TRANSACTIONS BY AND BETWEEN DTC (AS DEFINED BELOW), THE DIRECT AND INDIRECT PARTICIPANTS AND BENEFICIAL OWNERS OF THE BONDS IS BASED SOLELY ON INFORMATION FURNISHED BY DTC TO THE ISSUER AND THE CITY FOR INCLUSION IN THIS OFFICIAL STATEMENT. ACCORDINGLY, THE ISSUER AND THE CITY NEITHER MAKE NOR CAN MAKE ANY REPRESENTATIONS CONCERNING THESE MATTERS.

Beneficial ownership interests in the Bonds will be available only in book-entry form. Beneficial owners of the Bonds (“**Beneficial Owners**”) will not receive a physical bond certificate representing their interests in the Bonds purchased. So long as Cede & Co., as nominee for The Depository Trust Company, New York, New York (“**DTC**”) or its nominee is the registered owner of the Bonds, references in this Official Statement to the owners of the Bonds shall mean DTC or its nominee and shall not mean the Beneficial Owners. Unless and until the book-entry-only system has been discontinued, the Bonds will be available only in book-entry-only form in denominations of \$5,000 or any whole multiple thereof.

The following description of DTC, its procedures and record keeping on beneficial ownership interests in the Bonds, payment of interest and other payments on the Bonds to DTC Participants or to Beneficial Owners, confirmation and transfer of beneficial ownership interests in the Bonds and of other transactions by and between DTC, DTC Participants and Beneficial Owners is based on information furnished by DTC.

Depository Trust Company. DTC will act as securities depository for the Bonds. The Bonds will be issued as fully registered bonds 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 in the aggregate principal amount of each maturity of the Bonds will be deposited with DTC.

DTC Participants and Indirect Participants. 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 certificated 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.

Beneficial Owners. Purchases of the Bonds under the DTC system must be made by or through Direct Participants, which will receive a credit for the 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 interest in the 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 certificates representing their ownership interests in the Bonds, unless the use of the book-entry system for the Bonds is discontinued.

Transfers and Exchanges. To facilitate subsequent transfers, all of the 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 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 Bonds; DTC's records reflect only the identity of the Direct Participants to whose accounts such 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 Bonds may wish to take certain steps to augment transmission to them of notices of significant events with respect to the Bonds, such as redemptions, tenders, defaults, and proposed amendments to the enabling documents. For example, Beneficial Owners of the Bonds may wish to ascertain that the nominee holding the 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.

Notices; Redemption. Redemption notices shall be sent to DTC. If less than all of the Bonds are being redeemed, DTC's practice is to determine by lot the amount of the interest of each Direct Participant in the Bonds to be redeemed.

Consent and Voting. Neither DTC nor Cede & Co. (nor any other DTC nominee) will consent or vote with respect to the 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 Registrar/Paying Agent as soon as possible after the record date. The omnibus proxy assigns Cede & Co.'s consenting and voting rights to those Direct Participants to whose accounts the 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 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 Issuer, 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 Bonds that may be transmitted by or through DTC.

Principal and Interest Payments. Payments of principal, interest and any redemption premiums on the Bonds will be made to Cede & Co., or such other nominee as may be requested by an authorized representative of DTC. DTC's practice is to credit Direct Participants' accounts upon DTC's receipt of funds and corresponding detail information from the Issuer or 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 (nor its nominee), the Registrar/Paying Agent or the Issuer, subject to any statutory or regulatory requirements as may be in effect from time to time. Payment of principal, premium, if any, and interest to Cede & Co. (or such other nominee as may be requested by an authorized representative of DTC) is the Registrar/Paying Agent’s responsibility, disbursement of such payments to Direct Participants will be the responsibility of DTC, and disbursement of such payments to the Beneficial Owners will be the responsibility of Direct and Indirect Participants. The Issuer can give no assurance that Direct and Indirect Participants will promptly transfer payments to Beneficial Owners.

DTC may discontinue providing its service as depository with respect to the Bonds at any time by giving reasonable notice to the Registrar and Paying Agent or the Issuer. Under such circumstances, in the event that a successor depository is not obtained, Bond certificates are required to be printed and delivered.

The Issuer may decide to discontinue the use of the system of book-entry-only transfers through DTC (or a successor depository). In that event, Bond certificates will be printed and delivered to DTC.

The Issuer and the Registrar/Paying Agent have no responsibility or obligation to DTC, the Direct Participants, the Indirect Participants or the Beneficial Owners with respect to (1) the accuracy of any records maintained by DTC or any Participant, or the maintenance of any records; (2) the payment by DTC or any Participant of any amount due to any Beneficial Owner in respect of the Bonds, or the sending of any transaction statements; (3) the delivery or timeliness of delivery by DTC or any Participant of any notice to any Beneficial Owner which is required or permitted under the Trust Agreement to be given to Owners; (4) the selection of the Beneficial Owners to receive payments upon any partial redemption of the Bonds; or (5) any consent given or other action taken by DTC or its nominee as the registered owner of the Bonds, including any action taken pursuant to an omnibus proxy.

The information in this section concerning DTC and DTC’s book-entry system has been obtained from sources the Issuer believes to be reliable, but the Issuer takes no responsibility for the accuracy thereof.

The Issuer, the City and the Registrar/Paying Agent cannot and do not give any assurances that DTC, Direct Participants or Indirect Participants will distribute to the Beneficial Owners of the Bonds (i) payments of principal of, premium, if any, and interest with respect to the Bonds, (ii) confirmations of their ownership interests in the Bonds, or (iii) prepayment or other notices sent to DTC or Cede & Co., its partnership nominee, as the registered owner of the Bonds, or that they will do so on a timely basis, or that DTC, Direct Participants or Indirect Participants will serve and act in the manner described in this Official Statement.

NEITHER THE ISSUER, THE CITY NOR THE REGISTRAR/PAYING AGENT WILL HAVE ANY RESPONSIBILITY OR OBLIGATIONS TO DTC, THE DIRECT PARTICIPANTS, THE INDIRECT PARTICIPANTS OR THE BENEFICIAL OWNERS WITH RESPECT TO (i) THE ACCURACY OF ANY RECORDS MAINTAINED BY DTC OR ANY DIRECT PARTICIPANT OR INDIRECT PARTICIPANT; (ii) THE PAYMENT BY DTC OR ANY DIRECT PARTICIPANT OR INDIRECT PARTICIPANT OF ANY AMOUNT DUE TO ANY BENEFICIAL OWNER IN RESPECT OF THE PRINCIPAL OF, PREMIUM, IF ANY, OR INTEREST ON THE BONDS; (iii) THE DELIVERY BY DTC OR ANY DIRECT PARTICIPANT OR INDIRECT PARTICIPANT OF ANY NOTICE TO ANY BENEFICIAL OWNER THAT IS REQUIRED OR PERMITTED TO BE GIVEN TO OWNERS OF THE BONDS UNDER THE TERMS OF THE TRUST AGREEMENT; (iv) THE SELECTION OF THE BENEFICIAL OWNERS TO RECEIVE PAYMENT IN THE EVENT OF ANY PARTIAL REDEMPTION OF THE BONDS; OR (v) ANY CONSENT GIVEN OR OTHER ACTION TAKEN BY DTC.

Beneficial Owners of the Bonds may experience some delay in their receipt of distributions of principal and interest on the Bonds since such distributions will be forwarded by the Registrar/Paying Agent to DTC and DTC will credit such distributions to the accounts of Direct Participants, which will thereafter credit them to the accounts of Beneficial Owners either directly or indirectly through Indirect Participants. Issuance of the Bonds in

book-entry form may reduce the liquidity of the Bonds in the secondary trading market since investors may be unwilling to purchase the Bonds for which they cannot obtain physical certificates. In addition, because transactions in the Bonds can be effected only through DTC, Direct Participants, Indirect Participants and certain banks, the ability of a Beneficial Owner to pledge the Bonds to persons or entities that do not participate in the DTC system, or otherwise to take action in respect of such Bonds, may be limited due to the lack of a physical certificate. Beneficial Owners will not be recognized by the Registrar/Paying Agent as registered owners for purposes of the Trust Agreement, and Beneficial Owners will not be permitted to exercise the rights of registered owners only indirectly through DTC and the Direct or Indirect Participants.

Redemption of the Bonds

Optional Redemption. If the City exercises its option pursuant to the Purchase and Use Agreement to purchase the Issuer's interest in the 2020 Facilities and pays the amounts required to defease and redeem the Bonds or to prepay Base Payments, or if the City makes a voluntary prepayment under the Purchase and Use Agreement, then the Bonds maturing on or after [] 1, 20[], are subject to redemption in whole or in part on any date on or after [] 1, 20[], by the Issuer, as a whole or in part, at any time, and from time to time, and if in part in order of maturities selected by the Issuer, at a redemption price equal to the par amount thereof (to the extent not previously redeemed), plus accrued interest to the redemption date.

Special Optional Redemption. If the City elects to prepay Installment Payments using Net Proceeds of applicable insurance policies, performance bonds, or condemnation awards pursuant to the provisions of the Purchase and Use Agreement because (a) any part of the 2020 Facilities is totally destroyed or is damaged to an extent that the rebuilding or repairing of that part of the 2020 Facilities would be impracticable, (b) there is discovered a material defect in the construction of the 2020 Facilities or any portion of the 2020 Facilities that renders the 2020 Facilities or any portion unusable by the City for its intended purposes, (c) all or substantially all of the 2020 Facilities relating to a particular building is taken by eminent domain, or (d) the City is deprived of the use of any part of the 2020 Facilities by reason of a defect in title thereto, the Bonds will be subject to redemption in whole or in part on any date, as selected by the Trustee, at the direction of the Issuer, at a redemption price equal to the par amount thereof (to the extent not previously redeemed), plus accrued interest to the redemption date.

[Mandatory Redemption.] The Bonds maturing on [] 1, 20[], and [] 1, 20[], are subject to mandatory sinking fund redemption (to the extent not previously redeemed) at a redemption price of 100% of such principal amount, plus interest accrued to the redemption date, on [] 1 of each of the following years in the respective principal amounts for each year specified below:

YEAR

AMOUNT

[†] Final maturity.

The amount of any mandatory sinking fund redemption shall be reduced to the extent Bonds of the applicable maturity have been purchased by the Issuer or redeemed by the Issuer, pursuant to any optional redemption provisions, in such manner as the Issuer shall direct, or, absent such direction, on a pro-rata basis.]

Notice of Redemption. The notice of the call for redemption of the Bonds will be given by the Trustee by first class mail, postage prepaid, at least 30 days, but not more than 60 days, prior to the date fixed for redemption to the registered owner of each Bond subject to redemption at such owner's address shown on the registration books of the Issuer on the 15th day preceding that mailing. Notice of redemption of the Bonds subject to redemption may only be given if funds for such redemption are irrevocably deposited with the Trustee prior to rendering notice of redemption to the Holders of such Bonds, or, in the alternative, the notice given by the Trustee to such Bondholders expressly states that such redemption is conditioned on the deposit of funds sufficient for the redemption by the Issuer and that failing such deposit no redemption will take place.

Partial Redemption. If less than all of the Bonds are called for redemption, the Bonds to be redeemed will be selected in the manner that the Issuer determines as set forth in a certificate of the Issuer filed with the Trustee. If less than all of the Bonds of any one maturity are called for redemption, the Trustee will select the Bonds to be redeemed by lot, each \$5,000 portion of the principal being counted as one Bond for this purpose; provided, however, that so long as the only registered owner of the Bond is Cede & Co., such selection shall be made by the Securities Depository consistent with its rules and procedures.

Procedure in the Event of Revision or Discontinuation of Book-Entry Transfer System

In the event that the Issuer determines that it is in the best interest of the Issuer not to continue the book-entry system or that the interest of the Beneficial Owners of the Bonds may be adversely affected if the book-entry system is continued, then the Issuer will notify the Securities Depository and the Trustee of such determination and the Securities Depository will immediately notify the Participants of the availability, through the Securities Depository, of physical bonds. In such event, the Issuer will execute and the Trustee will authenticate, register and deliver physical bonds as requested by the Securities Depository or any Participant or Beneficial Owner of the Bonds in appropriate authorized denominations in exchange for the Bonds registered in the name of Securities Depository Nominee. The Securities Depository may determine to discontinue providing its services as such with respect to the Bonds at any time by giving notice to the Issuer and the Trustee and discharging its responsibilities with respect thereto under applicable laws or the Issuer may determine that the Securities Depository is incapable of discharging its duties as such and may so notify the Securities Depository. In either such event, the Issuer will either (i) engage the services of another Securities Depository or (ii) deliver physical bonds in the manner described above; provided, however, that the discontinuation of the book entry system of registration and transfer with respect to the Bonds or the replacement of the Securities Depository or any successor depository shall be subject to the applicable rules and procedures of the Securities Depository or such successor depository on file or otherwise approved by the SEC.

Mutilated, Lost, Stolen or Destroyed Bonds

In the event that any Bond is mutilated, lost, stolen or destroyed, the Issuer will execute and the Trustee may authenticate a new Bond of the same date, maturity and denomination as that mutilated, lost, stolen or destroyed Bond; provided that, in the case of any mutilated Bond, such mutilated Bond will first be surrendered to the Trustee, and in the case of any lost, stolen or destroyed Bond, there will be first furnished to the Issuer and to the Trustee evidence of such loss, theft or destruction satisfactory to the Issuer and the Trustee together with such indemnity satisfactory to them. In the event any such mutilated, lost, stolen or destroyed Bond has matured, instead of issuing a duplicate Bond, the Issuer may pay the same. The Issuer and the Trustee may charge the holder or owner of such mutilated, lost, stolen or destroyed Bond with their reasonable fees and expenses in connection therewith.

PLAN OF FINANCE

Estimated Sources and Uses of Funds

The sources and uses of funds in connection with the issuance of the Bonds are estimated below.

Estimated Sources of Funds:

Proceeds of the Bonds (includes [net] OIP/OID)	\$[]
Total Sources of Funds	<u>\$[]</u>

Estimated Uses of Funds:

Deposit to Series 2020 Project Fund	\$[]
Costs of Issuance ¹	<u>[]</u>
Total Uses of Funds	\$[]

¹Includes legal and accounting fees, underwriter discount, initial fees of the Trustee, printing costs, rating agencies' fees, other costs related to the issuance of the Bonds, and a rounding figure.

Description of the 2020 Projects

The 2020 Projects are described below, primarily consisting of the designing for, constructing, acquiring, equipping, enlarging, extending or increasing each of the following, together with all appurtenances necessary, useful or convenient, for the maintenance and operation of the same:

[]

[]

SECURITY AND SOURCES OF PAYMENT FOR THE BONDS

General

The Bonds are limited obligations of the Issuer, secured by and payable from the Trust Estate.

Neither the financing obligations of the City under the Purchase and Use Agreement nor the Bonds themselves constitute, and shall not be deemed to constitute, or create an indebtedness, liability or obligation of the City within the meaning of any State constitutional provision or statutory limitation or a pledge of the full faith and credit of the City. The Bonds and their interest are payable from and secured by the Trust Estate as described in and subject to limitations set forth in the Trust Agreement for the equal and ratable benefit of the Holders, from time to time, of the Bonds.

THE OBLIGATION OF THE CITY TO PAY INSTALLMENT PAYMENTS UNDER THE PURCHASE AND USE AGREEMENT IS A CURRENT EXPENSE OF THE CITY AND IS DEPENDENT ON A LAWFUL APPROPRIATION OF FUNDS BEING MADE BY THE CITY COUNCIL TO PAY THE INSTALLMENT PAYMENTS DUE IN EACH FISCAL YEAR UNDER THE PURCHASE AND USE AGREEMENT AND IS NOT IN ANY WAY A DEBT OF THE CITY UNDER ANY APPLICABLE CONSTITUTIONAL OR STATUTORY LIMITATIONS OR REQUIREMENTS CONCERNING THE CREATION OF INDEBTEDNESS BY THE CITY, NOR IS ANYTHING IN THE PURCHASE AND USE AGREEMENT A PLEDGE OF THE GENERAL TAX REVENUES, FUNDS, MONEYS OR CREDIT OF THE CITY.

For the payment of principal of and interest on the Bonds, the Issuer has assigned to the Trustee and granted a security interest in the Trust Estate, which includes, among other things, (i) all right, title and interest of the Issuer in and to the Revenues (with certain exceptions) including, without limitation, all Installments

Payments and other amounts receivable by or on behalf of the Issuer under the Purchase and Use Agreement, (ii) all of the Issuer's right, title and interest in and to the 2020 Facilities (defined below), the Purchase and Use Agreement (except certain reserved rights), the Base Lease and the property rights evidenced by the Base Lease in the 2020 Real Property (as defined in the Purchase and Use Agreement), (iii) certain contract rights, proceeds of insurance and condemnation awards from casualty or takings and (iv) all moneys and investments held in certain of the funds and accounts created under the Trust Agreement.

Under certain circumstances, the Trust Agreement will permit the Issuer to issue additional bonds ("**Additional Bonds**"), which will be equally and ratably secured on a parity basis with the Bonds under the Trust Agreement.

Base Lease

The City leased the 2020 Real Property and conveyed the 2020 Facilities to the Issuer pursuant to the Base Lease. Under the terms of the Base Lease, the Issuer will pay an amount of \$30.00 representing prepayment of the Base Lease Rent for the Base Lease Term.

Purchase and Use Agreement

The City is purchasing the 2020 Facilities from the Issuer pursuant to the Purchase and Use Agreement, which obligates the City to make Installment Payments consisting of (a) semiannual installment payments of purchase price ("**Base Payments**") to the Issuer in amounts calculated to be sufficient to enable the Issuer to pay, when due, the principal of, premium, if any, and interest on the Bonds, and (b) Additional Payments due under the Purchase and Use Agreement. The City expects to pay the Installment Payments from a host of different sources including fee in lieu of tax payments from new and existing businesses in the City and the proceeds of certain general obligation bonds that will be issued from time to time. See "PLAN OF FINANCE – Description of the 2020 Facilities" herein and see Appendix B for the form of the Purchase and Use Agreement.

THE OBLIGATION OF THE CITY TO PAY INSTALLMENT PAYMENTS UNDER THE PURCHASE AND USE AGREEMENT IS A CURRENT EXPENSE OF THE CITY AND IS DEPENDENT ON A LAWFUL APPROPRIATION OF FUNDS BEING MADE BY THE CITY COUNCIL OF THE CITY ("**CITY COUNCIL**") TO PAY EACH INSTALLMENT PAYMENT DUE IN EACH FISCAL YEAR UNDER THE PURCHASE AND USE AGREEMENT AND IS NOT IN ANY WAY A DEBT OF THE CITY UNDER ANY APPLICABLE CONSTITUTIONAL OR STATUTORY LIMITATION OR REQUIREMENT CONCERNING THE CREATION OF INDEBTEDNESS BY THE CITY.

2020 Facilities

The 2020 Facilities are comprised of the City's []. See "**PURCHASE AND USE AGREEMENT**" herein for a description of the 2020 Facilities.

Additional Bonds

Under certain circumstances, the Trust Agreement will permit the Issuer to issue Additional Bonds which will be equally and ratably secured on a parity basis with the Series 2020 Bonds under the Trust Agreement. See "TRUST AGREEMENT" herein and see Appendix B for the form of the Trust Agreement.

INVESTMENT CONSIDERATIONS

In analyzing the Bonds and the security and sources of payment therefor and in order to make an informed investment decision, potential investors should carefully review the following investment considerations prior to making a decision to purchase the Bonds. The following investment considerations are not intended to be exhaustive of the general or specific investment considerations relating to the purchase of the Bonds. Additional investment considerations relating to the purchase of the Bonds are described throughout this Official Statement, whether or not specifically designated as investment considerations. Investors must read the entire Official Statement to obtain information essential to making an informed investment decision.

Nonappropriation

The debt service on the Bonds will be payable from Installment Payments made by the City pursuant to the Purchase and Use Agreement. The obligation of the City to make Installment Payments under the Purchase and Use Agreement is limited to funds that are specifically budgeted and appropriated annually for that purpose. The City may terminate the Purchase and Use Agreement annually without any penalty.

Each Base Payment made by the City will cause title to an undivided interest in the 2020 Facilities, equal to that percentage of the Purchase Price represented by such payment, to transfer from the Issuer to the City. The Purchase and Use Agreement provides that, on its termination either by reason of default or nonappropriation, the 2020 Facilities (with preference given to entire components thereof, whenever possible and thereafter, portions of the 2020 Facilities) will be partitioned between the Issuer and the City based on their respective percentages of undivided interests in the title to the 2020 Facilities. The Purchase and Use Agreement sets forth the value assigned to particular components of the 2020 Facilities and the percentage of the 2020 Facilities being purchased on an annual basis, subject to adjustment as provided therein, which values will be used for purposes of any partition rather than the current market or other valuation of components of the 2020 Facilities. The determination of which particular components of the 2020 Facilities will remain with the Issuer and which components will be transferred to the City will be made by the Trustee, which may, in its sole discretion, select a Partition Consultant to assist, consult with, and make recommendations to the Trustee concerning the division of the 2020 Facilities.

The decision by the City to budget and appropriate funds to make Installment Payments may be made on the basis of various factors, including but not limited to the continuing need of the City for that portion of the 2020 Facilities which has not transferred to the City.

Continuing Need for Decreasing Interest in the 2020 Facilities

As the City makes Installment Payments over the term of the Bonds, its undivided interest in the 2020 Facilities will increase and the Issuer's undivided interest in the 2020 Facilities will decrease. As a result, the City's need for the portion of the 2020 Facilities retained by the Issuer will potentially diminish as the Issuer's undivided interest in the 2020 Facilities decreases. Moreover, as Installment Payments are made, the City's proportionate undivided interest in the 2020 Facilities will increase at a relatively faster rate than the outstanding principal amount of the Bonds and the Bonds will be reduced. In the later years of the term of the Bonds, the unpaid principal amount of the Bonds might exceed the fair market value of the Issuer's undivided interest in the 2020 Facilities. In the event the Purchase and Use Agreement is terminated and the 2020 Facilities are partitioned between the Issuer and the City, the Purchase and Use Agreement directs that the Trustee (or a Partition Consultant (if any) selected by the Trustee) will direct the partition proceedings.

Ability to Issue Future General Obligation Debt

The ability of the City, should it choose to do so, to issue its general obligation debt during the term of the Bonds to provide funds to make Base Payments under the Purchase and Use Agreement will depend on, among other things, future credit market conditions, the future credit condition of the City, the future credit market access of the City, and the ability of the City to preserve its capacity to issue general obligation debt that does not require voter approval. The City has represented in the Purchase and Use Agreement that it presently intends to maintain its capacity to issue general obligation debt that does not require voter approval, in amounts and at times sufficient to make such Base Payments when due. All amounts paid by the City under the Purchase and Use Agreement may be derived from any available source, including the proceeds of general obligation bonds issued by the City. The City approved an ordinance on [] 10, 2019 ("**Ordinance**"), authorizing specifically the issuance of general obligation bonds to make Base Payments. By adopting the Ordinance, the City has undertaken all necessary administrative approvals that would be conditions precedent to the issuance of any future general obligation bonds in support of the Bonds.

Contestability Period for General Obligation Debt

Should the City choose to make Base Payments utilizing the proceeds of its general obligation debt, two contestability periods may affect the issuance of the general obligation debt: (i) a 20-day contestability period of

the issuance of the general obligation bonds under South Carolina Code Annotated section 11-15-30 and (ii) a 60-day contestability period of the ordinance authorizing the issuance of the general obligation bonds through the initiative and referendum provisions found in South Carolina Code Annotated sections 4-9-1220 and 11-27-40.

The 20-day contestability period commences from the date the record of the proceedings with respect to such general obligation bonds is filed and indexed in the office of the clerk of court of the City. At the conclusion of the contestability period, State law prohibits the filing of actions to contest the issuance of any such general obligation bonds. Should the City choose to issue general obligation bonds to make Base Payments, the City will file a record of the proceedings relating to the general obligation bonds as soon as possible in order to commence the contestability period and close the issuance of the bonds after the contestability period has expired.

The 60-day contestability period for a general obligation bond ordinance and repeal by referendum commences from the date of enactment by City Council of any ordinance authorizing the issuance of bonds which requires a pledge of the full faith and credit of the City. Should the City choose to enact future ordinances authorizing the issuance of general obligation bonds in order to make Base Payments, the risk of such ordinance being repealed using the initiative and referendum provisions could be mitigated by City Council publicizing a notice of the adoption of such ordinance in a newspaper of general circulation in the City. Publication of a notice of adoption reduces the time period in which a petition seeking repeal of the ordinance by referendum may be filed to 20 days.

There are no reported cases in South Carolina in which an issuance of bonds has been invalidated or overturned either by application of the contestability provisions under South Carolina Code Annotated section 11-15-30, or the initiative and referendum provisions contained in South Carolina Code Annotated sections 4-9-1220 and 11-27-40.

Remedies on Nonappropriation

If the City terminates the Purchase and Use Agreement, the Bonds will be payable from such moneys, if any, as may be held or made available by the Trustee, until the expiration of the Base Lease ([] 1, 2050, unless terminated earlier as described herein), from the leasing of the portion of components of the 2020 Facilities that remain with the Issuer after the partitioning described above is accomplished. This restriction as to the use of the 2020 Facilities may limit the potential tenants to which the 2020 Facilities could be leased and could reduce the revenues generated from leasing the remaining 2020 Facilities. The 2020 Facilities are designed to be used solely for and can only be used for civic and public purposes. There can be no assurance of the value of the 2020 Facilities for any use other than public purposes in the event of termination of the Purchase and Use Agreement. In this event, the revenues from leasing the portion of components of the 2020 Facilities remaining with the Issuer, if any, may be substantially less than the amount of remaining debt service on the Bonds.

Changes in Law

From time to time, legislation has been introduced for consideration by the General Assembly designed to modify or, in some cases, prohibit the use of the installment purchase financing structure by local governments in South Carolina. Additionally, the South Carolina Attorney General has issued a non-precedential opinion questioning the legality of the installment purchase revenue bond structure, but has not opined definitively as to the legality of the installment purchase revenue structure. Such opinions and legislation are indicative of the potential for changes in law that could affect the installment purchase financing structure in South Carolina. Changes in law are rarely applied retroactively. Neither the City nor the Issuer can predict if any changes in State law affecting the installment purchase financing structure are on the horizon, or if such changes would have a material impact on the Bonds.

PURCHASE AND USE AGREEMENT

Payment Obligations and Conveyance of Property Interests

Pursuant to the Purchase and Use Agreement, the City has agreed to pay Installment Payments for the 2020 Facilities, which consist of (a) Base Payments in such amounts and at such times as will be sufficient to

enable the Issuer to pay the principal of, premium, if any, and interest on the Bonds, as and when the same shall become due and payable and (b) Additional Payments due under the Purchase and Use Agreement.

Under the terms of the Purchase and Use Agreement, on each payment or prepayment of Base Payments (other than from Bond proceeds and investment income thereof), title to an undivided interest in the 2020 Facilities, equal to that percentage of the Purchase Price represented by such payment or prepayment, will transfer from the Issuer to the City. Under the terms of the Purchase and Use Agreement, payment by the City of Base Payments also entitles the City to the use and occupancy of all of the 2020 Facilities during the applicable fiscal year in which such Base Payments are made.

The Issuer and the City understand and intend that the obligation of the City to pay Installment Payments under the Purchase and Use Agreement constitutes a current expense of the City, is dependent on lawful appropriations of funds being made by the City Council to pay Installment Payments due in each fiscal year, and will not in any way be construed to be a debt of the City in contravention of any applicable constitutional or statutory limitations or requirements concerning the creation of indebtedness by the City, nor shall anything contained in the Purchase and Use Agreement constitute a pledge of the general tax revenues, funds, moneys or credit of the City.

Under the Purchase and Use Agreement, the City will represent that it has no reason to believe, as of the Delivery Date, that it will not continue making Installment Payments through the entire term of the Purchase and Use Agreement, and that it reasonably believes that it will (1) pay the Installment Payments due or coming due under the Purchase and Use Agreement in order to continue to use the 2020 Facilities, (2) have adequate amounts through the proceeds of general obligation bonds issued by the City, in amounts and at times sufficient to make Base Payments when due, and (3) have adequate capacity to issue general obligation debt that does not require voter approval in amounts and at times sufficient to pay Base Payments when due. The Purchase and Use Agreement also provides that the City will represent and covenant that it presently intends to maintain on an annual basis its capacity under the constitutional debt limit to issue general obligation bonds without the need for a referendum in amounts and at all times sufficient to make such annual Base Payments when due. The representations and covenants contained therein are subject to the ability of the City to terminate the Purchase and Use Agreement and all obligations thereunder, as provided in the Purchase and Use Agreement.

Subject to the right of the City to terminate the Purchase and Use Agreement pursuant to the provisions of the Purchase and Use Agreement, the City has covenanted that it will adopt by June 30 of each year either an operating budget reflecting the levying of sufficient revenues or a debt service budget providing for the issuance of general obligation debt in a principal amount sufficient to make Base Payments coming due in the next succeeding fiscal year (in addition to all other general obligation debt service coming due in such fiscal year), and, subject to such provisions of the Purchase and Use Agreement apply such proceeds to the payment of Base Payments coming due in the next succeeding fiscal year.

Termination of Purchase and Use Agreement

ON THE OCCURRENCE OF AN EVENT OF NONAPPROPRIATION, THE PURCHASE AND USE AGREEMENT MAY BE TERMINATED AS OF THE END OF THE LAST FISCAL YEAR WHICH IS NOT AFFECTED BY SUCH EVENT OF NONAPPROPRIATION, AND THE CITY WILL NOT BE OBLIGATED TO MAKE PAYMENT OF THE INSTALLMENT PAYMENTS PROVIDED FOR IN THE PURCHASE AND USE AGREEMENT BEYOND THE END OF SUCH FISCAL YEAR (EXCEPT AS OTHERWISE PROVIDED THEREIN). The obligation of the City to make Installment Payments and to perform and observe the covenants and agreements contained in the Purchase and Use Agreement are absolute and unconditional in all events, except as expressly provided under the Purchase and Use Agreement.

Conveyance of Property Interest and Partition of Facilities

The Purchase and Use Agreement provides that on its termination, either by reason of default or nonappropriation, at the written direction of the Trustee, the City and the Issuer will proceed to partition the 2020 Facilities so that the percentage of undivided interests in the title to the 2020 Facilities will be converted, to the

extent feasible, into like percentages of title to entire Facilities Components in accordance with the Purchase and Use Agreement. The date on which the Trustee gives such written direction will be the “Partition Date.” Within a reasonable time after the Partition Date, the Trustee will propose a division of the 2020 Facilities. Trustee may in its sole discretion select a Partition Consultant to assist, consult with and make recommendations to the Trustee in the division of the 2020 Facilities. Trustee and the Partition Consultant, if selected, will endeavor, to the extent practicable, to allocate the 2020 Facilities between the City and the Issuer in a fair and equitable fashion taking into account the following factors: (1) entire Facilities Components, if possible, will be assigned to each of the City and the Issuer; and (2) if portions of the 2020 Facilities and Facilities Components will be assigned to each of the Issuer and the City, the Trustee and the Partition Consultant, if selected, will propose such partition as will, in the aggregate, best protect the interests of the Holders of the Bonds, subject to the provisions of the Purchase and Use Agreement.

The Purchase and Use Agreement further provides that, for purposes of any partition, the 2020 Facilities will be valued in the respective amounts as set forth on Exhibit B to the Purchase and Use Agreement and the percentage of the 2020 Facilities being purchased on an annual basis is also set forth therein, each being subject to adjustment as stated therein. In allocating the 2020 Facilities to the percentage of undivided interests in the entire 2020 Facilities to be conveyed to the City or retained by the Issuer, such values and percentages will be used rather than the current market or other valuation of Facilities Components associated therewith. The determination of which particular components of the 2020 Facilities will remain subject to the leasehold interest of the Issuer and which components will be transferred to the City will be made by the Trustee as set forth in the Purchase and Use Agreement. The Purchase and Use Agreement obligates the City to relinquish its right of possession to the components of the 2020 Facilities partitioned to the Issuer and obligates the Issuer to release from the Base Lease the components of the 2020 Facilities partitioned to the City.

Prior to the expiration of the Waiver Period, an Event of Nonappropriation may, in certain circumstances, be waived by the Issuer or the Trustee (with the written consent of the Trustee) and must, in certain circumstances, be waived regardless of whether the Trustee or any other party consents.

Source of Installment Payments

As described above, the City expects to make Installment Payments, under the Purchase and Use Agreement, from any legally available source being lawfully appropriated by City Council, including, but not limited to, fee in lieu of tax payments from new or existing businesses within the City, general fund monies and proceeds of general obligation debt.

The City is authorized by the Constitution of the State of South Carolina, 1895, as amended (“*State Constitution*”), to incur general obligation debt without voter approval in an amount not exceeding eight percent of the assessed value of all taxable property of the City. The City has covenanted in the Purchase and Use Agreement that it presently intends to maintain adequate capacity to issue general obligation debt that does not require voter approval in amounts sufficient and at times to pay Base Payments when due; provided that nothing in the Purchase and Use Agreement limits the City from providing funds from any other source to pay Base Payments. If the City issues general obligation debt, either in the form of general obligation bonds or bond anticipation notes, from time to time, to provide funds to make Base Payments when due, then the Richland County Auditor is required by State law to levy an unlimited *ad valorem* tax to pay the City’s general obligation debts.

TRUST AGREEMENT

The Bonds are limited obligations of the Issuer. As security for its obligations under the Bonds, the Issuer will assign to the Trustee, and grant a security interest in, the Trust Estate. The Trust Estate includes, among other things, all right, title and interest of the Issuer in and to the Revenues (with certain exceptions) including, without limitation, all Installments Payments and other amounts receivable by or on behalf of the Issuer under the Purchase and Use Agreement, all of the Issuer’s right, title and interest in and to the 2020 Facilities, the Purchase and Use Agreement (except certain reserved rights), the Base Lease and the property rights evidenced by the Base

Lease in the 2020 Real Property, certain contract rights, proceeds of insurance and condemnation awards from casualty or takings and all moneys and investments held in certain of the funds and accounts created under the Trust Agreement.

In the event the City terminates the Purchase and Use Agreement, the Bonds will be payable from such moneys, if any, as may be held or made available by the Trustee from the leasing of the portion of the 2020 Facilities that remain with the Issuer after the partitioning thereof is accomplished until the expiration of the Base Lease (the earlier of (a) [] 1, 2050, unless terminated earlier as described herein, or (b) the date on which the Bonds are discharged within the meaning of the provisions of the Trust Agreement) as described under Purchase and Use Agreement. The Base Lease requires the 2020 Facilities to always be operated for a civic or public purpose. This restriction, as to the use of the 2020 Facilities, will limit the potential tenants to which the 2020 Facilities could be leased and could reduce the revenues, if any, generated from leasing the Facilities. Under certain circumstances, the Bonds will also be payable from the Net Proceeds of insurance policies, surety bonds, or condemnation awards or proceeds received as a consequence of awards resulting from defaults under construction contracts with respect to the 2020 Facilities.

Payment Obligations of the Issuer and the City

The Bonds are obligations of the Issuer secured by and payable from the Trust Estate pledged under the Trust Agreement. The Bonds do not, and will not be deemed to, constitute or create an indebtedness, liability or obligation of the City within the meaning of any State constitutional provision or statutory limitation or a pledge of the full faith and credit of the City. The Bonds and the interest thereon are payable from and secured by the Trust Estate as described in and subject to limitations set forth in the Trust Agreement for the equal and ratable benefit of the Holders, from time to time, of the Bonds.

The obligation of the City to pay Installment Payments under the Purchase and Use Agreement is a current expense of the City and is dependent on lawful appropriations of funds being made by the City Council to pay the Installment Payments due in each fiscal year under the Purchase and Use Agreement and will not in any way be construed to be a debt of the City in contravention of any applicable constitutional provisions or statutory limitations or requirements concerning the creation of indebtedness by the City, nor will anything contained therein constitute a pledge of the general tax revenues, funds, moneys or credit of the City.

Parity Obligations

Under certain circumstances, the Trust Agreement permits the Issuer, for specified purposes, and subject to the provisions of applicable law, to issue Additional Bonds, which will be equally and ratably secured on a parity basis with the Bonds under the Trust Agreement. Prior to the delivery of any Additional Bonds, the Trust Agreement provides that there must be executed and delivered an amendment or supplement to the Purchase and Use Agreement and the Base Lease, as applicable, pursuant to which the Installment Payments must be increased and the terms thereof must be extended, if necessary, so as to assure that the additional Installment Payments will adequately provide for the retirement of the Additional Bonds by making available sufficient money for the payment when due of principal and interest thereon.

ENFORCEABILITY OF REMEDIES

The realization of value from the pledge of the Trust Estate under the Trust Agreement on any default or nonappropriation of sufficient funds to make Installment Payments due under the Purchase and Use Agreement will depend on the exercise of various remedies specified by the Trust Agreement and the Purchase and Use Agreement. These and other remedies may require judicial actions, which are often subject to discretion and delay and which may be difficult to pursue. The enforceability of rights and remedies with respect to the Bonds may be limited by state and federal laws, rulings, and decisions affecting remedies and by bankruptcy, reorganization, insolvency, or other laws affecting creditors' rights or remedies heretofore or hereafter enacted. Under existing law (including particularly federal bankruptcy law), certain remedies specified by the Trust Agreement or the Purchase and Use Agreement may not be readily available or may be limited. A court may

decide not to order the specific performance of the covenants contained in the Trust Agreement or the Purchase and Use Agreement.

The various legal opinions to be delivered concurrently with the delivery of the Bonds will be qualified as to the enforceability of the various legal instruments by limitations imposed by state and federal laws, rulings, and decisions affecting remedies and by bankruptcy, insolvency, reorganization, fraudulent conveyance, or other similar laws affecting the enforcement of creditors' rights generally.

The undertakings of the Issuer and the City should be considered with reference to Chapter 9 of the Bankruptcy Code, 11 U.S.C. § 901, *et seq.*, and South Carolina Code Annotated section 6-1-10, each as amended, 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; and 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.

THE ISSUER

Organization and Corporate Powers

The Issuer was incorporated as a nonprofit corporation on August 19, 2019, pursuant to the provisions of the Nonprofit Corporation Act of 1994, Title 33, Chapter 31 of the South Carolina Code ("**Nonprofit Corporation Act**"). The Articles of Incorporation and Bylaws of the Issuer provide that the Issuer has been organized exclusively for public and charitable purposes, and, without limiting the Issuer Board's general authority to exercise all corporate powers, the Issuer is entitled to:

- (a) acquire or lease real and personal property and develop, finance, refinance, construct, acquire, install and operate certain public facilities to be used by the City and such other projects located in and for the benefit of the City as may be permitted by applicable law;
- (b) acquire, by gift, lease or purchase, and to sell, lease, sublease, convey, assign, mortgage, pledge or otherwise encumber any property, real or personal, incidental to carrying out such projects;
- (c) finance or refinance the costs of acquiring, constructing, and installing projects by the issuance and sale from time to time of bonds in one or more series, or other financing means as is necessary, and desirable in accordance with applicable law;
- (d) convey to the City unencumbered fee title and exclusive possession and use of the applicable projects, including any additions to such projects, on terms agreed on between the Issuer and the City; and
- (e) carry on or engage in any other activities which the Issuer may deem necessary, proper or convenient in connection with the above powers so long as the Issuer is at all times operated as a nonprofit corporation as provided in the Nonprofit Corporation Act.

THE ISSUER HAS NO OPERATING HISTORY, HAS NO ASSETS, AND WILL HAVE NO ASSETS OTHER THAN ITS

INTEREST IN THE 2020 FACILITIES.

The Articles of Incorporation of the Issuer provide that, on the dissolution of the Issuer, the remaining assets of the Issuer will be distributed to one or more governmental entities or exempt organizations described in Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (“**Code**”).

Governing Body

The Issuer’s Bylaws provide for three members of the Issuer Board. The number of directors of the Issuer Board may be increased or decreased, and the positions held by persons comprising directors may be modified, as may be determined from time to time by two-thirds vote of the Issuer Board. The Issuer’s Bylaws provide that the Issuer Board is self-perpetuating.

Information concerning the current members of the Issuer Board is set forth below:

<u>Name, Board Position/Office</u>	<u>Occupation</u>
, President/Chair	
, Vice-President/Vice-Chair	
, Secretary/Treasurer	

THE CITY

General Description

The City, located at the geographic center of the State, was formed in 1786. It is the City 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.

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
Edward H. McDowell, Jr. , Mayor Pro Tem	Retired	December 31, 2023
Tameika Isaac Devine	Attorney	December 31, 2021
William Brennent	Business Owner	December 31, 2023
Sam Davis [†]	Chief Executive Officer	December 31, 2021
Howard E. Duvall, Jr.	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.

Services Provided

Tax-Supported Services

The City provides various local services which are funded primarily from the City's *ad valorem* tax levy. These services include public services and engineering, construction services, parks and recreation, police, fire and the convention center. The City also collects fees and user charges to offset the cost of providing certain of these services. See "FINANCIAL INFORMATION."

In order to provide these services, the City presently employs 2,710 full time employees, consisting of:

<u>Department</u>	<u>Full Time</u>
General Government	84
Judicial	65
Finance	55
Community Development	63
Public Safety	1209
Parks and Recreation	275
Public Service	45
General Services	382
Utilities/Engineering	532
Total	2710

Under State law, the City is not allowed to negotiate with collective bargaining groups. The City considers itself to have good relations with its employees.

Revenue-Supported Services

The City operates a waterworks and sewer system (“**System**”) and a parking system (“**Parking System**”), which are administered by the City through the City Manager. Under the City Manager’s direction, the financial operations of the System are administered by the City’s Finance Director. 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 wastewater sewer collection systems. A total of approximately [] persons are employed in managerial, clerical, maintenance and other capacities relating to the System. The System provides water services to approximately 145,304 water customers, including approximately 103,025 Out-of-City customers and sewer services to approximately 62,117 customers, including approximately 28,012 Out-of-City customers.

The Parking System is managed by the General Services Director who reports directly to the Assistant City Manager for Public Services and employs approximately [] full-time employees. The Parking System consists of on-street parking facilities, which are metered, and off-street parking facilities consisting of eight garages and various parking lots.

Accounting Policies

Management of the City is responsible for establishing and maintaining an internal control structure designed to ensure that the assets of the City are protected from loss or unauthorized use or disposition and to ensure that adequate accounting data are compiled to allow for preparation of financial statements of the City in conformity with generally accepted accounting principles.

The City has a policy of preparing its Financial Statements in conformity with Generally Accepted Accounting Principles. In addition, Section 5-7-240 of the State Code, requires that the financial statements be audited annually by independent certified public accountants.

Pension Obligations

Retirement: The South Carolina Retirement Systems (“**Systems**”), as administered by the South Carolina Public Employee 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 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 2019, the City made contributions to the SCRS of \$9,117,950 and to the PORS of \$7,519,937, 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 assumes 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, 2019, may be found at https://peba.sc.gov/sites/default/files/cafr_2019.pdf. 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 [https://cg.sc.gov/sites/default/files/Documents/Publications%20and%20Reports/Comprehensive%20Annual%20Financial%20Reports%20\(CAFR\)/FY2019/FY2019CAFR.pdf](https://cg.sc.gov/sites/default/files/Documents/Publications%20and%20Reports/Comprehensive%20Annual%20Financial%20Reports%20(CAFR)/FY2019/FY2019CAFR.pdf).

Plan Contributions: Act No. 13 of 2017 (collectively, "**Plan Legislation**"), signed into law on April 25, 2017, statutorily sets the rates of contribution to the SCRS and PORS for both employers and employees through the fiscal year ending June 30, 2027. The Plan Legislation set the contribution rates through fiscal year ending June 30, 2027, as follows:

<u>Fiscal Year</u>	SCRS		PORS	
	<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
2022-23	18.56	9.00	21.24	9.75
thru 2026-27				

Following fiscal year ending June 30, 2027, the Plan Legislation reverts the authority to set the contribution rates of participating employers back to the Board of Directors of the Authority ("**Authority Board**"); 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 pursuant to the Plan Legislation 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 under the Plan Legislation 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.

The Plan Legislation also shortens the amortization schedule for the unfunded actuarial accrued liabilities of the SCRS and PORS and shifts the burden of funding the unfunded actuarial accrued liability of the SCRS and PORS to participating employers. The unfunded actuarial accrued liability of the SCRS and PORS, as determined

by an annual actuarial valuation, must be amortized over a funding period that does not exceed the following schedule:

<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
2027-2028 and after	20 years

The Plan Legislation permits employer contribution rates to 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 funding periods as set forth above. Increases to employer contribution rates to meet the funding period set forth above may be made without limitation.

Reporting Plan Liability: In accordance with Statement No. 68 of the Governmental Accounting Standards Board (“**GASB**”), the City reported 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 2019, the City reported its proportionate share of SCRS and PORS Net Pension Liability as \$129,535,221 and \$85,481,582, respectively or 0.578106% and 3.016774% 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, 2019, the most recent measurement date, the estimated total unfunded OPEB liability of the City was \$180,406,818. 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 [] 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 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.

As a result of the COVID-19 pandemic, the City has incurred costs [Discussion of COVID related costs].

CERTAIN FISCAL MATTERS

Property Taxation and Assessment

Article X of the State Constitution mandates that the assessment of all property, both real and personal, shall be equal and uniform and that the following ratios shall apply in the appropriate classifications of property:

- (1) Real and personal property owned by or leased to manufacturers, utilities and mining operations and used in the conduct of such business – 10.5% of fair market value; Certain real property owned by or leased to manufacturers for use in “research and development,” office buildings and warehousing and wholesale distribution of wearing apparel is excluded from this classification, and would be subject to the six percent assessment ratio for other real property. Certain new industrial facilities may be entitled to pay a “fee-in-lieu-of-taxes” computed on an assessment ratio of not less than 6% (4% for certain projects involving extraordinary capital investment or job creation) of original cost less depreciation. For property tax years beginning after 2017, 14.2857% of the property tax value of manufacturing property assessed for property tax purposes will be exempt from property taxation; provided, however, the total amount of the exemption for all entities in the State for that fiscal year will not exceed \$85 million. For any year in which the amount is projected to exceed \$85 million, the exemption amount will be proportionally reduced. The full amount of the exemption will be phased in over six years;
- (2) Real and personal property owned by or leased to companies primarily engaged in transportation for hire of persons or property and used in the conduct of such business – 9.5% of fair market value;
- (3) Legal residence and not more than five contiguous acres – 4% of fair market value (if the property owner makes proper application and qualifies);
- (4) Agricultural real property used for such purposes owned by individuals and certain corporations – 4% of use value (if the property owner makes proper application and qualifies);
- (5) Agricultural property and timberlands belonging to corporations having more than 10 shareholders – 6% of use value (if property owner makes proper application and qualifies);
- (6) All other real property – 6% of fair market value;
- (7) Business inventories – 6% of fair market value (as of 1988, there is available an exemption from taxation of property in this category, hence this item is no longer significant, except that the assessed value of business inventory as of tax year 1987 is taken into account in determining total assessed value for purposes of the Debt Limit); and

- (8) (A) Except as set forth in (B) and (C) below, all other personal property – 10.5% of fair market value;
- (B) Personal Motor Vehicles which must be titled by a state or federal agency, limited to passenger motor vehicles and pickup trucks, as defined by law – 6% of fair market value; and
- (C) Aircraft – 4% of fair market value (if approved by ordinance of the City).

In South Carolina, local taxes for counties, schools and special purpose districts are levied as a single tax bill which each taxpayer must pay in full. Taxes are levied by the auditors of the various counties. In the City, current tax collections are made through the office of the County Treasurer. Delinquent tax collections are handled by the Tax Collector's Office which reports to the County Administrator. Tax bills are mailed from the County Treasurer's office on or about October 1 or as soon thereafter as is practicable each year. Real and personal property taxes (except taxes on motor vehicles) are payable on or before January 15 without penalty. A penalty of 3% is added on January 16th, an additional penalty of 7% is added on February 2nd and an additional penalty of 5% is added on [] 17th, at which time the office of the County Treasurer issues orders of execution on all unpaid accounts. The Sheriff of the County is authorized to seize by appropriate means the personal property of a defaulting taxpayer. Thereafter, such property may be sold to satisfy unpaid personal property taxes. Delinquent taxes on real property may be collected through sale of the property by the County.

The DOR has been charged with the responsibility of taking steps necessary to ensure equalization of assessments statewide in order that all property is assessed uniformly and equitably throughout the State, and may require reassessment of any part or all of the property within the County.

Assessment. The County Assessor appraises and assesses all the real property and mobile homes located within the County and certifies the results to the County Auditor. The County Auditor appraises and assesses all motor vehicles, marine equipment, business personal property and airplanes. The DOR furnishes guides for use by the counties in the assessment of automobiles, automotive equipment, and certain other classes of property, and directly assesses the real and personal property of public utilities and manufacturers and also of business equipment.

Each year the DOR certifies its assessments to the County Auditor, who prepares assessment summaries from the respective certifications, determines the appropriate millage levies, prepares tax bills and then in September charges the County Treasurer with the collection. The State has no statewide property tax.

Reassessment. Under law enacted by the General Assembly in 1995, every fifth year the City and the State are required by law to effect an appraisal of all property within the City and to implement that appraisal as a new assessment in the following year. The County implemented a County-wide reassessment plan for the 2018 tax year (which corresponds to the City's 2018-19 Fiscal Year).

Regulations also require that a reappraisal program must be instituted by a county if the median appraisal for all property in such county (as a whole or for any class of property) is higher than 105% or lower than 80% of fair market value.

Limitations on Reassessment. Act No. 388 of the 2006 Acts of the General Assembly, as amended (“**Act 388**”), limits the increase in valuation of real property attributable to reassessment to 15% within each five year reassessment cycle. Growth in valuation resulting from improvements to real property is exempt from the 15% reassessment restriction described above and, generally, at the sale (or other “assessable transfer of interest” which includes long-term leases, conveyances out of trusts, and other defined events, but excludes transfers between spouses) of any real property, that real property will be reassessed at its market value. However, for certain property subject to property tax at an assessment ratio of 6%, Act No. 57 of the 2011 Acts of the General Assembly, as amended, limits, in certain circumstances, this market value reassessment following an “assessable transfer of interest.” This property, following an “assessable transfer of interest,” is instead reassessed for property tax purposes using an “exemption value.” The “exemption value” is calculated by reducing the real property's market value at the time of the “assessable transfer of interest” by up to 25%. If the 25% reduction in market

value results in an “exemption value” which is less than the property’s assessed value as reflected on the books of the property tax assessor at the time of the “assessable transfer of interest,” then the “exemption value” of the property will be the value reflected on the books of the property.

Millage in Years of Reassessment. In the year reassessment is implemented, political subdivisions of the State are limited in the level of millage they may impose. This limited millage levy is referred to as the “rollback” millage. The intended effect of rollback millage is to limit the millage rate to that millage rate which, following a reassessment, will produce the same revenues as were produced in the year preceding reassessment. The rollback millage may be increased by the percentage increase in the consumer price index for the year immediately preceding the year of reassessment. The rollback millage limitation is inapplicable to millage necessary to pay general obligation debt. Act 388 prohibits political subdivisions from overriding the rollback millage limitation except to meet certain specified conditions. Political subdivisions are also limited to the amount by which millage may be increased in a year in which reassessment is not being imposed. See “CERTAIN FISCAL MATTERS – Changes in Millage Levy Authority Effective July 1, 2007” below.

Homestead Exemptions—Property Tax Relief

South Carolina provides a general exemption from all *ad valorem* property taxes that applies to the first \$50,000 of the fair market value of the dwelling place of persons who are over 65 years of age, totally and permanently disabled or legally blind (“**Homestead Exemption**”). The second exemption (“**Property Tax Relief Exemption**”) applies only to *ad valorem* taxes levied for school operating budgets (exclusive of amounts in those budgets for the payment of lease purchase agreements for capital construction) (“**School Taxes**”) and has no impact on the County. The Property Tax Relief Exemption applies to property classified as the legal residence and up to five acres of contiguous land when owned by the residence’s occupant.

Manufacturer’s Exemption

Act No. 40, enacted by the South Carolina General Assembly in 2017 (“**Act 40**”), provides an exemption for a portion of the property tax value of manufacturing property. The total exemption is equal to 14.2857% and will be phased in over a period of 6 years in equal installments of 2.38095%. The first phase of the exemption applies in property tax year 2018 (Fiscal Year 2018-19) and the exemption will be fully applicable in property tax year 2022 (Fiscal Year 2022-2023). The exemption, once fully implemented, reduces the effective assessment ratio on manufacturing property from 10.5% to 9%.

In order to offset the loss of local property tax revenues, Act 40 provides for a reimbursement not to exceed \$85 million per year to political subdivisions, including school districts. The reimbursement is made in the same manner as other property tax exemptions are reimbursed to political subdivisions from the Trust Fund for Tax Relief. In any year the reimbursement will exceed the \$85 million per year cap, the exemption provided to manufacturing property by Act 40 is required to be proportionally reduced so the reimbursement amount does not exceed \$85 million.

Payments in Lieu of Taxes and Other Property Tax Incentives

The State has adopted an array of property tax inducements and incentives to promote investment in the State. Qualifying investments of \$2.5 million (\$1 million in some counties and for certain “brownfield” sites) or more may be negotiated for payments in lieu of taxes for a periods up to 30 years (up to 40 years for certain large investments) using assessment ratios of as little as 6% and using millage rates that are either fixed for the term of the incentive or adjusted every fifth year. In some cases, owners of projects may also design a payment schedule so long as the present value of the payments under the schedule are equal to the present value of the payments that would have been made without the schedule. The State also provides a more generous inducement for enhanced investments, that is, those projects creating at least 125 new jobs and providing new invested capital of not less than \$150 million, projects with a total investment of \$400 million by a single sponsor and certain defined economic development projects. For these enhanced investments the fee-in-lieu of tax payments may be negotiated based on assessment ratios as low as 4% and for a term up to 50 years.

The State provides alternative provisions respecting the distribution of payments in lieu of taxes to entities having taxing jurisdiction at the location of the investment: (i) revenues received in respect of property that is not included in a multicounty or business industrial park (“**MCIP**”) are allocated annually in proportion to the amounts that would have been received by the taxing entities if the payments were taxes, based on the relative millage rates of overlapping taxing entities in a given year; (ii) revenues received from property that is in an MCIP, however, is distributed in accordance with the agreement creating the park; the amount of the distribution to each taxing entity is, for all practical purposes, controlled by the City. Property may be included in an MCIP under terms of agreements between two or more contiguous counties with individual sites being determined primarily by the City in which the site is located. Payments in lieu of taxes may be diverted from taxing entities to fund projects which support economic development activities, including projects that are used solely by a single enterprise, either directly or through the issuance of special source revenue bonds secured by payments in lieu of taxes. A county government may also utilize the payments in lieu of taxes derived from an MCIP for its own corporate purposes or those of other taxing entities in that county by altering the distribution percentages for the payments by ordinance.

Several of the largest taxpayers in the City pay a “fee-in-lieu of taxes” with respect to new manufacturing projects, and each year new fee-in-lieu of tax arrangements are made with other new manufacturing investments.

Projects on which these payments in lieu of taxes are made are considered taxable property at the level of the negotiated payment for purposes of calculating bonded indebtedness limits and for purposes of computing the index of taxpaying ability pursuant to the South Carolina Education Finance Act. If the property is situated in an MCIP, the calculation of assessed value for Debt Limit purposes is based upon the relative share of payments received by all taxing entities which overlap the MCIP. Accordingly, a recipient of payments from an MCIP is able to include only a fraction of the assessed value of property therein in calculating its Debt Limit.

If a county, municipality or special purpose district pledges to the repayment of special source revenue bonds any portion of the revenues received by it from a payment in lieu of taxes, it may not include in the calculation of its Debt Limit the value of the property that is the basis of the pledged portion of revenues. If such political subdivision, prior to pledging revenues to secure a special source revenue bond, has included an amount representing the value of a parcel or item of property that is the subject of a payment in lieu of taxes in the assessed value of taxable property located in the political subdivision and has issued general obligation debt within a Debt Limit calculated on the basis of such assessed value, then it may not pledge revenues based on the item or parcel of property, to the extent that the amount representing its value is necessary to permit the outstanding general obligation debt to not exceed the Debt Limit of the political subdivision.

As an alternative to the issuance of special source revenue bonds, the owners of qualifying projects may receive a credit against payments in lieu of taxes due from the project as a means for the owner to pay for costs incurred from economic development activities. If a county, municipality or special purpose district agrees to allow a credit against the payments in lieu of taxes it would otherwise receive, it is subject to the same limitations on calculation of its Debt Limit as described in the preceding paragraph.

Property Tax/Assessment Legislation

Act 388 limits future increases in the rate of millage levied for operational purposes by all political subdivisions. The annual millage rate for operations may increase only at a rate equal to the sum of (a) the increase in the consumer price index, plus (b) the rate of population growth of the political subdivision. An amendment to Act 388 (R 91) enacted in 2011 provides that there may be added to the operating millage increase any such increase, allowed but not previously imposed, for the three property tax years preceding the year to which the current limit applies. This limitation does not apply to millage that is levied to pay bonded indebtedness. This limitation may be overridden by a vote of two-thirds of the governing body of the political subdivision, but only for the following purposes and only in a year in which such condition exists:

- (1) a deficiency of the preceding year;
- (2) any catastrophic event outside the control of the governing body such as a natural disaster, severe weather

event, act of God, or act of terrorism, fire, war, or riot;

- (3) compliance with a court order or decree;
- (4) taxpayer closure due to circumstances outside the control of the governing body that decreases by ten percent or more the amount of revenue payable to the taxing jurisdiction in the preceding year;
- (5) compliance with a regulation promulgated or statute enacted by the federal or state government after the ratification date of this section for which an appropriation or a method for obtaining an appropriation is not provided by the federal or state government;
- (6) purchase by the local governing body of undeveloped real property or of the residential development rights in undeveloped real property near an operating United States military base which property has been identified as suitable for residential development but which residential development would constitute undesirable residential encroachment upon the United States military base as determined by the governing body; or
- (7) to purchase capital equipment and make expenditures related to the installation, operation, and purchase of the capital equipment including, but not limited to, taxes, duty, transportation, delivery and transit insurance, in a county having a population of less than one hundred thousand persons and having at least forty thousand acres of state forest land.

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Five Year Revenue-Expenditure Summary

The following table sets forth a summary of the City's General Fund operations for the fiscal years ended June 30, 2015 through June 30, 2019. The summary should be reviewed together with the City's audited financial statements for the years ended June 30, 2015, through June 30, 2019, including, but not limited to, the reports of the City's independent auditor and the notes to such financial statements.

	<u>2015</u>	<u>2016</u>	<u>2017</u>	<u>2018</u>	<u>2019</u>
Revenues:					
General property taxes	\$50,563,321	\$51,024,375	\$30,808,092	\$34,411,685	\$35,689,037
Local option sales tax	—	—	20,946,748	20,811,587	20,775,337
Sales, hospitality and admission taxes	90,899	225,932	433,481	634,090	869,619
Licenses and permits	37,837,446	38,659,049	26,580,332	27,889,578	28,404,652
Franchise fees	—	—	13,133,923	12,904,332	11,974,635
Intergovernmental revenue	15,682,389	15,970,472	14,822,853	16,152,914	16,558,061
Charges for services	12,553,980	12,492,939	13,025,426	13,114,382	13,306,139
Fines and forfeitures	1,033,384	822,196	887,354	717,178	677,587
Federal government	—	200,846	120,013	584,188	21,767
State government	—	—	—	—	1,010,667
Promotions	78,322	96,677	521,108	—	—
Private grants	—	—	89,496	147	969
Interest	147,133	205,922	(38,203)	60,674	303,676
Rental income	—	—	103,343	133,873	99,943
Other revenues	<u>200,567</u>	<u>379,902</u>	<u>81,123</u>	<u>13,629</u>	<u>9,576</u>
Total Revenues	<u>118,187,441</u>	<u>120,078,310</u>	<u>121,515,089</u>	<u>127,428,197</u>	<u>129,701,665</u>
Expenditures:					
General Government	6,865,829	7,825,943	11,043,684	12,372,218	12,917,481
Judicial	2,539,958	2,601,829	3,334,061	3,358,803	3,025,420
Finance department	1,779,283	1,756,891	1,787,470	1,807,673	1,782,499
Planning and development	3,228,917	3,071,520	4,106,820	4,090,523	4,276,616
Public safety	56,018,445	61,023,705	60,968,586	65,924,634	66,111,113
Parks and recreation	10,525,782	11,367,618	11,620,323	12,138,971	12,674,154
Public Services	16,257,427	19,370,368	14,638,292	15,062,365	15,134,908
General services	4,680,453	5,189,301	2,416,883	2,424,484	2,524,071
Tourism and community development	—	821,561	5110,680	4,013,376	4,066,379
Non departmental	2,279,518	3,785,304	—	—	—
Community promotions	613,031	—	748,739	245,080	247,048
Debt service					
Principal payment on bonds	936,791	1,704,259	16,092,898	2,165,130	3,311,888
Interest on bonds	910,452	902,795	748,800	188,874	307,002
Debt issuance costs	—	—	61,000	—	—
Capital Outlay	<u>8,512,817</u>	<u>2,124,047</u>	<u>8,002,763</u>	<u>3,907,325</u>	<u>444,253</u>
Total Expenditures	<u>115,148,703</u>	<u>121,545,141</u>	<u>140,680,999</u>	<u>127,699,456</u>	<u>129,822,832</u>
Special Items:					
Collections on capital leases	—	—	13,280,875	—	—
Rental Income	—	—	<u>2,592,856</u>	—	—
Total Special Items	—	—	<u>15,873,731</u>	—	—
Excess (deficiency) of revenue over expenditures	3,038,738	(1,466,831)	(284,070)	(271,259)	(121,167)

Other Financing Sources (Uses)	<u>4,360,675</u>	<u>(5,022,051)</u>	<u>3,008,109</u>	<u>4,369,014</u>	<u>8,516,520</u>
Net change in fund balances	<u>7,399,413</u>	<u>(6,488,882)</u>	<u>2,724,039</u>	<u>5,010,657</u>	<u>8,395,353</u>
Fund Balance, July 1, as reported	\$28,994,327	\$36,393,740	\$29,904,862	\$29,620,792	\$33,718,547
Fund Balance, as restated					\$33,100,656 [†]
Fund Balance, June 30	<u>\$36,393,740</u>	<u>\$29,904,858</u>	<u>\$29,620,792</u>	<u>\$33,718,547</u>	<u>\$41,496,009</u>

[†] Correction of an error (Note VII D) (\$617,891).

D. Restatements

During the year ended June 30, 2019, management of the City discovered that prior year FEMA grant revenues were overstated. The City corrected this by decreasing beginning fund balance for the general fund by \$276,781 and beginning net position for the Water/Sewer Facilities Fund by \$4,265,179. In addition, the OPEB liability and related expense were not properly allocated. The City corrected this by increasing beginning net position for the internal service funds by \$41,534,787 and decreasing beginning net position for the Water/Sewer Facilities Fund, Parking Facilities Fund, and nonmajor enterprise funds by \$35,799,031, \$2,323,970, and \$3,411,786, respectively. In addition, the Capital City Fund, which was previously reported within the General Fund, should have been reported as a special revenue fund. The City corrected this by decreasing beginning fund balance for the general fund and increasing beginning fund balance for other governmental funds by \$341,110. The impact of the restatements on the 2019 beginning net position/fund balance for each fund is below:

	Governmental Activities	Business- type Activities	General Fund	Other Governmental Funds	Water/Sewer Facilities Fund	Parking Facilities Fund	Nonmajor Enterprise Funds	Internal Service Funds
Beginning balance, as previously reported	\$ 504,478	\$ 622,100,542	\$ 33,718,547	\$ 31,032,866	\$ 545,626,367	\$ 26,329,947	\$ 76,204,200	\$ (117,943,268)
FEMA revenue adjustment	(276,781)	(4,265,179)	(276,781)	-	(4,265,179)	-	-	-
OPEB expense adjustment	41,534,787	(41,534,787)	-	-	(35,799,031)	(2,323,970)	(3,411,786)	41,534,787
Capital Project Fund transfer	-	-	(341,110)	341,110	-	-	-	-
Beginning balance, as restated	\$ 41,762,484	\$ 576,300,576	\$ 33,100,656	\$ 31,373,976	\$ 505,562,157	\$ 24,005,977	\$ 72,792,414	\$ (76,408,481)

Budget and Tax Collection Procedure

The City uses a modified program budget based on the various functions and activities in the City. The budget process begins with the development of an Annual Activity Work Plan by each department and division. These plans are due by the end of November. The City Manager reviews these plans in December and gives departments and divisions input on what the City Manager wants to emphasize in the upcoming budget. Budgets are then developed in the departments and divisions and submitted to the City Manager by the beginning of February. The City Manager reviews and revises these budgets in March, and the City Manager's recommended budget is submitted in April to City Council for final approval prior to the beginning of each fiscal year on July 1. The operating budget includes proposed expenditures and means of financing them. Public hearings are conducted at City Hall to obtain taxpayer comments. The budget is legally enacted through passage of an ordinance. The City Manager is authorized to administer the budget and may authorize the transfer of appropriated funds within and between departments and funds as necessary to achieve the goals of the budget.

The budget is monitored on a monthly basis and revisions are made as necessary to account for changes in anticipated revenues and expenditures.

In the County, taxes are collected for county, municipal and school purposes as a single tax bill which must be paid in full by the individual taxpayer. Taxes are collected on a calendar year basis. Real and personal property taxes in the County (except for taxes on motor vehicles which are due on the last day of the month the motor vehicle license expires) are payable on or before January 15 of each year. If taxes are not paid by January 15, a penalty of three percent is added. If tax are not paid on or before February 1, an additional penalty of seven percent is added thereon. If taxes are not paid on or [] 15, an additional penalty of five percent is added thereon and the property goes into execution. The County Treasurer is responsible for the collection of delinquent taxes

and is empowered to sell so much of the defaulting taxpayer's estate, real, personal or both, as may be sufficient to satisfy the taxes.

Because of the Rain Event, the DOR has granted the County a 30-day extension for each of the deadlines contained in the prior paragraph. The City does not anticipate this extension will have an impact on the City's operation

General Fund Budget

The following is a summary of the General Fund Budget of the County for the 2020-21 Fiscal Year as compared to the General Fund Budget for the 2019-2020 Fiscal Year. The budget for the 2020-2021 Fiscal Year was adopted by the Council on [], 2020.

	<u>Budget FY 2020-2021</u>	<u>Budget FY 2019-2020</u>
Revenues		
General Property Taxes		\$ 59,015,129
Licenses and Permits		42,163,401
From Other Agencies		16,476,135
Current Service Charges		15,485,490
Fines & Forfeitures		1,062,800
Miscellaneous Revenue		225,300
Interest on Investment		197,500
Rents & Sale of Property		397,000
Unappropriated Surplus		<u>3,000,000</u>
Total General Fund Sources		<u>138,022,755</u>

	<u>Budget FY 2020-2021</u>	<u>Budget FY 2019-2020</u>
Expenditures		
General Government		\$ 8,544,183
Judicial		2,666,890
Finance Department		2,208,747
Planning & Development		5,241,528
Information Technology		4,356,780
Public Safety		72,368,368
Parks & Recreation		13,984,110
Public Services		20,615,491
General Services		2,201,455
Non-departmental		8,054,614
Total General Fund Sources		<u>140,242,166</u>
Excess (Deficiency) of Revenues		(2,219,411)
Over (Under) Expenditures		
Other financing sources (uses)		
Operating Transfers In		18,314,680
Operating Transfers Out		(16,095,269)
Sale of Capital Assets		<u>-</u>
Total Other Financing Sources		<u>2,219,411</u>

Excess (Deficiency) of Revenues
and Other Financing Sources Over
(Under) Expenditures and Other

\$0

Assessed Value of Taxable Property in the City

The assessed and estimated true value of all taxable property in the City for the fiscal years indicated are set forth below:

<u>Fiscal Year</u>	<u>REAL</u>		<u>PERSONAL AND OTHER</u>		<u>TOTAL</u>	
	<u>Assessed</u>	<u>Actual</u>	<u>Assessed</u>	<u>Actual</u>	<u>Assessed</u>	<u>Actual</u>
				\$1,709,777,05		
2014-15	\$394,221,790	\$7,949,097,129	\$117,043,195	5	\$511,264,985	\$9,658,874,184
2015-16	406,028,080	8,164,834,273	123,473,420	1480,591,620	529,501,500	9,645,425,893
2016-17	414,181,670	8,319,747,629	122,245,699	1,472,158,558	536,427,369	9,791,906,187
2017-18	436,835,680	8,704,879,877	128,818,907	1,625,411,781	565,654,587	10,330,291,658
2018-19	451,617,910	9,033,830,822	127,188,740	1,501,121,493	578,806,650	10,534,952,315

Note: Figures do not include merchant's inventory in the amount of \$6,667,290.

Source: 2019 CAFR

Estimated True Value of All Taxable Property in the City

The assessed value and estimated true value of all taxable property in the City for fiscal year 2018-19 by classification of property is set forth below.

<u>Classification of Property</u>	<u>Assessed Value</u>	<u>Estimated True Value</u>
Real Property (Non-manufacturing) and Mobile Homes		
Motor Vehicles		
Public Utilities		
Manufacturing Property (Real and Personal)		
Marine Equipment/Boats		
Business Personal Property		
Railroads		
Fee in Lieu Property		
TOTAL		

Source: County Auditor

Tax Collections for the City

The following table shows the amount of County (inclusive of other taxing entities, except municipalities) taxes levied by the City Auditor, the amount of such taxes collected as of June 30 of the year following the year in which the levy was made, the percentage of taxes collected and the amount of delinquent taxes collected in the City for the last five fiscal years for which information is available.

<u>Fiscal Year</u>	<u>Taxes Levied</u>	<u>Current Collections</u>	<u>Collections as Percentage of Taxes Levied</u>	<u>Delinquent Taxes Collected</u>	<u>Total Percentage Collected</u>
2014-15	\$50,167,100	\$49,493,219	98.66	\$1,094,527	100.84
2015-16	50,915,070	48,401,467	95.06	810,926	96.66
2016-17	51,618,738	51,377,395	99.53	730,382	100.95
2017-18	55,511,331	56,037,355	100.95	725,300	102.25
2018-19	56,807,204	57,811,187	101.77	-	101.77

Source: 2019 CAFR

Tax Rates

The City Auditor sets the millage levels for all taxing entities at a City Council meeting in October. The millage assessed for County operations and debt service in each of the last five fiscal years for which information is available is set forth below:

	<u>2015-16</u>	<u>2016-17</u>	<u>2017-18</u>	<u>2018-19</u>	<u>2019-20</u>
Operations					93.8
Debt Service					<u>4.3</u>
Total	96.1	96.1	98.1	98.1	98.1

Source: County Auditor

Ten Largest Taxpayers

The ten largest taxpayers in the City, the assessed value of the taxable property of each, and the total amount of County taxes for fiscal year ended June 30, 2019, are shown below.

<u>Taxpayer</u>	<u>Assessed Value</u>	<u>Taxes Paid</u>
Dominion Energy South Carolina f/k/a SC Electric & Gas [†]	\$19,116,950	\$1,875,373
Bellsouth Telecommunications	3,530,330	346,325
GGP Columbiana Trust	3,397,570	333,302
HPT Sunbelt Portfolio LLC	3,272,110	320,994
Providence Hospital LLC	3,257,790	319,589
EOSII at 1221 Main Street LLC	2,925,000	286,943
SC Telecomm Group Holdings LLC	2,683,610	263,262
CORE Campus Columbia LLC	2,603,430	255,396
1000 Whaley Street LP	2,557,550	250,896
Sprintcom Inc.	2,369,600	232,458

[†] On January 3, 2020, Dominion Energy Inc. (“**Dominion**”) and SCANA Corporation (“**SCANA**”), the parent of South Carolina Electric & Gas (“**SCE&G**”), announced that Dominion acquired SCANA in a stock-for-stock merger. SCANA is expected to continue operations as a wholly owned subsidiary of Dominion and would maintain the headquarters of SCE&G in South Carolina.

Exempt Manufacturing Property in the City

The following table shows the value of new manufacturing property and utility property in the City exempt from County taxes pursuant to Article X, Section 3 of the State Constitution for the fiscal years indicated:

<u>Fiscal Year</u>	<u>Exempt Property Value</u>
2014-15	
2015-16	
2016-17	
2017-18	
2018-19	

Source: []

DEBT STRUCTURE

Legal Debt Limit of the City

Article X, Section 14 of the State Constitution provides that counties shall have the power to incur bonded indebtedness in such manner and upon such terms and conditions as the General Assembly shall prescribe by general law. General obligation debt may be incurred only for a public and corporate purpose in an amount not exceeding 8% of the assessed value of all taxable property of such county without the necessity of holding a referendum (“**Debt Limit**”). General obligation debt authorized by a majority vote of the qualified electors of the City voting in a referendum may be incurred without limitation as to amount. Title 4, Chapter 15 of the South Carolina Code provides that the governing bodies of the counties of the State may issue general obligation bonds to defray the cost of any authorized purpose and for any amount not exceeding its Debt Limit.

Under Article X, Section 14 of the State Constitution, bonded indebtedness of the City existing on November 30, 1977, and bonded indebtedness authorized by a majority vote of the qualified electors of the City voting in a referendum is not considered in determining the Debt Limit.

The City’s Debt Limit is computed below:

Assessed Value as of June 30, 2020	\$[]
	<u> x 8%</u>
Debt Limit	[]
Less Outstanding Debt Subject to Debt Limit as of October 1, 2020	<u> []</u>
Available Debt Limit Without a Referendum	\$ []

Outstanding General Obligation Indebtedness

The following table sets forth the aggregate amount of general obligation indebtedness of the City at the end of each of the past five fiscal years:

<u>Year Ended June 30</u>	<u>General Obligation Indebtedness</u>
2015	\$30,665,000
2016	36,025,000
2017	33,710,000
2018	25,345,000
2019	21,315,000

Description of General Obligation Indebtedness by Issue

Set forth below are the outstanding issues of general obligation indebtedness of the City as of October 1, 2020:

<u>Series</u>	<u>Project</u>	<u>Final Maturity</u>	<u>Interest Rates (%)</u>	<u>Original Amount</u>	<u>Outstanding Balance</u>
2011A	Capital Assets Acquisition	6/1/2021	2.00-3.00	\$ 9,375,000	\$ 445,000
2011B	Refunding of Series 2002 Bonds	6/1/2022	2.00-3.00	9,945,000	3,355,000
2011C	Acquisition of Capital Assets	6/1/2021	2.00-4.00	5,575,000	235,000
2012	Acquisition of Capital Assets	6/1/2022	2.00-3.00	6,375,000	615,000
2013	Acquisition of Capital Assets	6/1/2023	2.00-3.50	7,315,000	1100,000
2016A	Refunding of Series 2007A Bonds	6/1/2027	2.00-4.00	6,260,000	5130,000
2016B	Acquisition of Capital Assets	6/1/2046	3.00-5.00	<u>10,645,000</u>	<u>10435,000</u>
TOTAL				\$55,490,000	\$21,315,000

Revenue Bond Obligations

The City has the following revenue bonds outstanding as of October 1, 2020. This revenue debt is not included in or counted toward the City's Debt Limit.

<u>Series</u>	<u>Project</u>	<u>Final Maturity</u>	<u>Interest Rates (%)</u>	<u>Original Amount</u>	<u>Outstanding Balance</u>
2012	Hospitality – Capital Projects	2/1/2025	2.50	\$14,825,000	7,420,000
2014	Hospitality – Capital Projects	2/1/2044	2.42-3.15	26,175,000	26,175,000
2018	Hospitality – Capital Projects	2/1/2029	4.29	1,460,000	1,305,000
2018	Parking – Refunding Series 2005A and 2014 Bonds	2/1/2037	2.96-4.34	39,255,000	37,290,000
2009	Water & Sewer – Improvements	2/1/2038	3.6-5.0	81,860,000	81,860,000
2010	Water & Sewer – Improvements	2/1/2034	3.0-5.0	105,000,000	8,770,000
2011A	Water & Sewer – Improvements	2/1/2036	2.0-5.0	100,000,000	29,835,000
2012	Water & Sewer – Refunding Portion of Series 2005 Bonds	2/1/2030	3.5-5.0	58,055,000	58,055,000
2013	Water & Sewer – Improvements	2/1/2043	1.0-5.0	75,305,000	66,615,000
2016A	Water & Sewer – Refunding Portion of Series 2010 Bonds	2/1/2046	2.0-5.0	63,325,000	59,740,000
2016B	Water & Sewer – Refunding Portion of Series 2011A Bonds	2/1/2041	2.0-5.0	146,710,000	144,675,000
2018	Water & Sewer – Improvements	2/1/2048	2.5-5.0	87,340,000	86,425,000

Overlapping Debt

The following table sets forth the assessed value of all taxable property for fiscal year 2018-19 in each political subdivision having outstanding general obligation debt which overlaps the City, the total amount of general obligation indebtedness outstanding as of June 30, 2019, the percentage of value with the City, and the amount of general obligation debt attributable to the City.

<u>Political Subdivisions</u>	<u>Fiscal Year 2018-19 Assessed Value</u>	<u>Outstanding General Obligation Debt</u>	<u>% of Value Within City</u>	<u>G.O. Debt Attributable to City[†]</u>
<u>Incorporated Municipalities</u>				
City of Columbia	\$ 578,806,650	\$88,057,538	100.00	\$88,057,538
<u>Counties</u>				
Richland County	1,647,496,230	87,160,000	33.66	29,338,343
Lexington County	1,234,619,010	30,793,373	1.96	604,934
<u>School Districts</u>				
Lexington Richland School District No. 5	314,623,790	192,456,000	7.71	14,836,220
Richland County School District No. 1	870,701,020	395,660,000	55.65	220,171,568
Richland County School District No. 2	569,933,360	349,555,000	8.49	29,692,790
<u>Special Purpose Districts</u>				
Airport District	1,647,496,230	6,525,000	33.66	2,196,336
Richland-Lexington Riverbanks Park District	2,882,115,240	30,475,000	20.08	6,120,204

[†] This amount is computed by multiplying the political subdivision's outstanding general obligation debt by the ratio of the portion of political subdivision's assessed value within the City to the political subdivision's total assessed value.

Source: 2019 CAFR

Miscellaneous Debt Information

The City has not defaulted in the payment of principal or interest, or in any other material respect, with respect to any of its securities at any time within the last 25 years, nor has the City within such time issued any refunding bonds for the purpose of preventing a default in the payment of principal or interest on any of its securities then outstanding. The City has not used the proceeds of any bonds or other securities for current operating expenses at any time within the last 10 years.

ECONOMIC CHARACTERISTICS

Commerce and Industry

Highlights of the City's recent recruitment activity include the following new and expanding companies:

In January 2019, Miwon Specialty Chemical Co. USA announced its plans to locate a new 65,000 square-foot production facility in the City. Miwon is a specialty chemical manufacturer of raw materials. The company's \$195 million investment is projected to create 25 new jobs. The facility is expected to come online in the third quarter of 2020, with hiring projected to begin in the first quarter of 2020.

In December 2018, Owens Corning, a developer and producer of insulation, acquired an existing manufacturing facility in the City, where it will manufacture coated, non-woven projects for a variety of

applications within the North American building materials industry. The company's \$13.6 million capital investment is projected to bring 16 new jobs.

In November 2018, McEntire Produce, Inc. ("**McEntire**"), a fresh produce processor, repacker and wholesaler, announced it will expand its current operations in the City. 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 the City 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 the City. 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 the City since December 2012 under the most recent expansion.

In November 2018, Spirax Sarco, a manufacturer of steam components headquartered in the City, 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 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 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 City residents to find gift items, purchase tickets for area attractions and even embark on a walking tour.

In August 2018, Capgemini, a global consulting and technology firm, announced its plans to expand its operations in the City 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.

Colite International, a world leader in full-service sign manufacturing, announced in March 2018 a \$2.5 million investment into its current operations in the City. 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. In the City, the company will move into an existing manufacturing complex adjacent to the Pineview Industrial Park. 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 the City, Carolina's Rigging & Crane will be adding 17 jobs in the City. The joint investment of \$3.4 million is expected to create 35 new jobs.

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 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 the City.

In August 2017, Trane, a leading global provider of indoor comfort systems and services, announced plans to expand its existing operations in the City with a capital investment of \$96 million and the creation of 700 new jobs. Trane currently has approximately 600 employees in the State. The company's existing facility will increase in size by 680,000 square feet once the expansion is completed.

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 provider of women's and men's clothing, is locating a new distribution center in the City. This project is expected to bring approximately \$35 million of new capital investment and create 1,000 new jobs over the next few years. Founded in 2013 in California, LuLaRoe clothing is sold by more than 80,000 Independent Fashion Retailers through the U.S.

In March 2017, Alimex, a producer of precision aluminum plates, announced the establishment of a new \$2 million manufacturing facility in the City. The investment is expected to create 27 new jobs over five years. Founded in Germany, Alimex supplies the worldwide metal distribution, machining and processing industry with high-precision aluminum cast plates.

In January 2017, TCube Solutions, a software services provider and innovation firm, announced plans to expand its existing operations in the City which will create 100 new jobs. To accommodate its continued growth, the company is investing \$1.7 million in a new 25,000 square-foot facility in the First Base Building at Spirit Communications Park, and adding additional equipment. Founded in 2007 with the assistance of the USC-Columbia Technology Incubator program, TCube provides software systems implementation, configuration, maintenance and integration services to insurance industry clients worldwide.

In June 2016, China Jushi, a global manufacturer of fiberglass products, announced the location of their first U.S. manufacturing operating in the City, 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. The first phase of the project was completed in 2019.

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 the City and create approximately 79 new jobs.

In April 2016, IBM, USC and Fluor Corporation held the ribbon cutting for the Center for Applied Innovation. 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 100 new jobs over five years.

In January 2016, Dominion Carolina Gas Transmission announced its plans to establish operations in the City. Dominion's new facility will incorporate 120,000 square feet of office space on a nine acre campus. This move comes on the heels of their acquisition of Carolina Gas Transmission from SCANA Corporation. Dominion is expected to invest \$10 million in its new facility as well as bring around 100 high wage paying jobs to the City.

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. The Inn at USC joined the Wyndham Hotel Group in August 2012 and is now known as the Inn at USC Wyndham Garden Columbia. The Inn is the first Wyndham Garden hotel in South Carolina. The Inn at USC Wyndham Garden 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 189 rooms, 16 suites, 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 the tenth-largest on-campus basketball facility 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 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.

Located on the USC campus adjacent to the Strom Thurmond Fitness Center, Moore Business School, Colonial Life Arena and Greek Village is 650 Lincoln - a private, resort-style student housing development including a six-story, 919-bed apartment complex which opened in 2016. The complex features two- and four-bedroom apartments, a campus dining facility, gaming lounge, a fitness center, outdoor dining terrace and courtyard, a pool and other high-end amenities.

USC opened its new School of Law building in June 2017, 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. The building features 17 classrooms, ranging in size from 20 to 95 seats, and two realistic courtrooms, including one that also can be used as a 300-seat auditorium.

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.

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.

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.

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 Compass, Riverside and YUnion.

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. Started in 2011, Famously Hot New Year 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.

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.

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.

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 and Bone-In Barbeque, a restaurant which opened in June 2018. The 196-unit Merrill Gardens, senior-living community and 28 residential townhomes are each under construction. The historic Bakery at Bull Street building is home to the SOCO co-work and event space. The Central Energy Facility is the future home of Downtown Church and plans are being formulated to locate a new USC Health Sciences campus on The Commons at BullStreet.

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.

Sola Station at Canalside is a \$58 million, mixed use development on Columbia's Riverfront that will incorporate 339 multifamily units and 30,000 square feet of commercial space.

In November 2018, a grand opening was held for The Busby Street Community and Resource Training Center ("Busby Street Complex"). 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 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.

The Vista

The City, in cooperation with the City 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 development 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 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 SC 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 Reserves’ 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.

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.

[†]Estimate as of July 1, 2019.

Per Capita Personal Income

The per capita personal income in the City, the State and the United States for each of the last five years for which information is available is below:

<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. Department of Commerce, Bureau of Economic Analysis; Updated November 14, 2019 - new statistics for 2018; revised statistics for 2014-2017.

Median Family Income

Median family income statistics for the City are available only as combined figures for the Columbia MSA. The median family income for the Columbia MSA for the last five years for which information is available is shown in the following table. Median family income figures for the State and United States are shown for comparison purposes.

<u>Year</u>	<u>Columbia MSA</u>	<u>State</u>	<u>United States</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

Median Age and Education Levels

The following table illustrates the changes in the median age of the City and the percentage of the population 25 years old and older with a bachelor's degree or higher from the 2000 census to the latest estimate available from the United States Census Bureau. Median age and education statistics for the State and the United States are included for comparison purposes.

	<u>Median Age (in years)</u>			<u>Percentage over 25 with bachelor's degree</u>		
	<u>County</u>	<u>State</u>	<u>U.S.</u>	<u>County</u>	<u>State</u>	<u>U.S.</u>
2000	32.6	35.4	35.3	32.5%	20.4%	24.4%
2010	32.6	37.9	37.2	36.0	24.5	27.4
2017	33.6	39.0	38.1	37.7	27.0	30.9

Source: United States Census Bureau

Construction Activity

Fiscal Year Ended	<u>Commercial</u>			<u>Residential</u>		
	Number of	Estimated		Number of	Estimated	

<u>June 30</u>	<u>Units</u>	<u>Commercial Costs</u>	<u>Units</u>	<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

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

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

Source: Central SC Alliance

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 each of the last five years for which information is available was:

<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: U.S. Department of Labor, Bureau of Labor Statistics (City only); S.C. Department of Employment & Workforce

Transportation

Interstate highways I-20, I-26 and I-77 and a network of U.S. and State highways traverse the Columbia MSA. Rail freight service is provided by CSX Transportation and Norfolk Southern Corporation. Rail passenger service is available through Amtrak. Nationwide freight service is available through approximately 50 motor freight lines regularly serving the area. Intercity bus service is provided by Greyhound Lines, Inc.

The Columbia Metropolitan Airport (“**Airport**” or “**CAE**”), 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; valet parking; 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 currently serving the Airport are: American Airlines, Delta Air Lines, and United Airlines, which provide over 60 non-stop departures to 10 major airports and 9 destinations. The major air cargo companies serving the Airport include Mountain Air Cargo, Federal Express United Parcel Service (“**UPS**”) and contracted carriers.

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. CAE 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 new 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 Facilities

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 Northeast 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.

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.

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. The table below lists these institutions and the Fall 2019 headcount enrollment figures.

<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, Beltline, 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.

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.

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

TAX TREATMENT

Federal Tax Matters

General. On the date of initial execution and delivery of the Bonds, Bond Counsel will render an opinion that, under existing law, the interest on the Bonds will be taxable as ordinary income for federal income tax purposes. Bond Counsel expresses no opinion regarding any other federal income tax consequences relating to the ownership or disposition of, or the accrual or receipt of interest on, the Bonds.

Set forth below is a general summary of the anticipated material federal income tax consequences of the purchase, ownership and disposition of the Bonds. Such summary does not address every aspect of the federal income tax laws that may be relevant to prospective purchasers of Bonds in light of their personal investment circumstances or to certain types of owners subject to special treatment under the federal income tax laws (for example, banks and life insurance companies) and is generally limited to investors who will hold Bonds as capital assets within the meaning of Section 1221 of the Code. In addition, this summary does not address alternative minimum tax issues or the indirect consequences to a holder of an equity interest in a prospective purchaser. Accordingly, prospective purchasers of the Bonds should consult their own tax advisors regarding federal, state, local, foreign and any other tax consequences with respect to the purchase, ownership and disposition of the Bonds in their own particular circumstances. Such summary is based on the provisions of the Code, as amended, the Treasury Regulations thereunder, and published rulings and court decisions in effect as of the date hereof, all of which are subject to change, possibly retroactively. No ruling on any of the issues summarized below has been or will be sought from the Internal Revenue Service ("*IRS*"), and no assurance can be given that the IRS will not take contrary positions and will not prevail with such positions.

Prospective purchasers of the Bonds should be aware that the acquisition, ownership or disposition of, and the accrual or receipt of interest on, the Bonds may result in collateral federal income tax liability consequences to certain taxpayers as well as any tax consequences that may arise under the laws of any state, local or foreign jurisdiction. The extent of such other collateral tax consequences will depend upon the owner's particular tax status or other items of income or deduction and prospective purchasers of the Bonds, particularly prospective purchasers that are dealers in securities or currencies, traders in securities, persons holding Bonds as a hedge, straddle, conversion or other integrated transaction for federal income tax purposes, insurance companies, financial institutions, tax-exempt organizations and United States holders whose functional currency is not United

States dollars, should consult their own tax advisors as to the collateral tax consequences of acquiring, owning or disposing of, and the accrual or receipt of interest on, the Bonds. Bond Counsel expresses no opinion regarding any such collateral tax consequences.

The Code requires debt obligations, such as the Bonds, to be issued in registered form and denies certain benefits to the issuer and the holders of debt obligations failing such registration requirement. Such registration requirement with respect to the Bonds is expected to be satisfied.

Subject to certain exceptions, interest payments to the owners of Bonds will be reported to the IRS. Such information will be filed each year with the IRS on Form 1099 (or such other applicable form), which reflects the name, address and taxpayer identification number of each registered owner of the Bonds. A copy of Form 1099 (or such other applicable form) will be sent to each registered owner of the Bonds for federal income tax reporting purposes.

Tax Classification of the Bonds. Bond Counsel is of the opinion that, under existing law, the Bonds will be treated for federal income tax purposes as indebtedness, and interest paid on the Bonds will be included in the income of the owner as it is paid (or, if the owner is an accrual method taxpayer, as it is accrued) as interest.

Original Issue Discount. It is anticipated that the Bonds will be initially delivered at par value (or at an insubstantial discount from par value) and that stated interest on the Bonds will be taxable as ordinary income for federal income tax purposes when received or accrued by in accordance with their respective method of tax accounting. It is not expected that any original issue discount (“OID”) will arise with respect to the Bonds. Application of the OID rules to the Bonds could result in some acceleration of the recognition of income by cash basis owners. Prospective purchasers of the Bonds are advised to consult their own tax advisors regarding the treatment of OID, if any, on the Bonds.

Market Discount. The resale of any Bond by any owner of such Bond may be affected by the “market discount” provisions of the Code. For such purpose, the market discount on any Bond will generally be equal to the amount, if any, by which the stated redemption price at maturity of such Bond immediately after its acquisition by such owner exceeds such owner’s adjusted tax basis in such Bond. Subject to a *de minimis* exception, such market discount provisions generally require an owner of a Bond which is acquired by such owner at a market discount to treat any payment on, or any gain recognized on the sale, exchange, redemption or other disposition of, such Bond as ordinary income to the extent of any “*accrued market discount*” on such Bond which has not previously been included in income at the time of sale or other disposition by such owner. In general, any market discount on Bond will be treated as accruing on a straight-line basis over the term of such Bond, or, at the election of the owner of such Bond, under a constant yield method. Prospective purchasers of Bonds should consult their own tax advisors as to the tax consequences of acquiring, owning or disposing of, and the accrual or receipt of interest on, Bonds acquired at a market discount.

Premium. If a Bond is purchased by an owner at a premium, the owner may be entitled to amortize such premium as an offset to interest income (with a corresponding reduction in the owner’s basis) under a constant yield method over the term of the Bond if an election under Section 171 of the Code is made or is previously in effect.

Sale of Bonds. If a Bond is sold or redeemed, the seller will recognize gain or loss equal to the difference between the amount realized on the sale or redemption and the seller’s adjusted basis in the Bond. Such adjusted basis generally will equal the cost of the Bond to the seller, increased by any market discount included in the seller’s gross income and decreased by any payments on the Bond. Except with respect to market discount, gain or loss recognized on a sale, exchange or redemption of a Bond will generally give rise to capital gain or loss if the Bond is held as a capital asset and will be long-term if the holding period is more than one year. The holding period analysis may be affected by the determination of whether the Bonds are treated as a single debt instrument or a series of debt instruments and prospective purchasers are especially encouraged to consult with their own tax advisers on this subject.

Foreign Investors. Generally, payments of interest with respect to the Bonds to an owner of Bonds that is a nonresident alien individual, foreign corporation or other non-United States person (a “foreign person”) not engaged in a trade or business within the United States will not be subject to federal income or withholding tax if such foreign person complies with certain identification requirements (including the delivery of a statement, signed by such owner under penalty of perjury, certifying that such owner is a foreign person and providing the name and address of such owner). Foreign investors should consult their own tax advisors regarding the potential imposition of withholding taxes. The summary herein assumes that the owners of the Bonds are not foreign persons. Special rules may apply to foreign persons with respect to the information reporting requirements and withholding taxes and foreign persons should consult their tax advisors with respect to the application of such reporting requirements and withholding taxes.

Backup Withholding. Payments made to an owner with respect to the Bonds and proceeds from the sale of the Bonds will ordinarily not be subject to withholding of federal income tax if such owner is a United States person. However, even a United States person will be subject to withholding of such tax at a rate of 28% under certain circumstances. Except in the case of certain “exempt payees” as defined in the Code, such backup withholding will generally be applicable if an owner (1) fails to furnish to the Trustee such owner’s social security number or other taxpayer identification number (collectively, “**TIN**”), (2) furnishes the Trustee an incorrect TIN, (3) fails to report properly interest, dividends or other “reportable payments” as defined in the Code, or (4) under certain circumstances, fails to provide the Trustee with a certified statement, signed under penalty of perjury, that the TIN provided to the Trustee is correct and that such owner is not subject to backup withholding.

CERTAIN LEGAL MATTERS

Opinion

The final approving opinion of Bond Counsel will be furnished without charge to the purchaser of the Bonds at the time of their delivery. The proceedings provide that the opinion to be rendered by counsel upon the validity of the Bonds will be printed on the back of or attached to the Bonds.

Bond Counsel has assisted the Issuer and the City by compiling certain information supplied to it by the Issuer, the City and others and included in this Official Statement, but has not made an independent investigation or verification of the accuracy, completeness or fairness of such information. The opinion of Bond Counsel will be limited solely to the legality and enforceability of the Bonds, and no opinion will be given with respect to this Official Statement.

The opinion to be delivered concurrently with the delivery of the Bonds expresses the professional judgment of the attorneys rendering the opinion as to the legal issues explicitly addressed therein. By rendering a legal opinion, the opinion giver does not become an insurer or guarantor of that expression of professional judgment, of the transaction opined upon, or of the future performance of parties to the transaction, nor does the rendering of an opinion guarantee the outcome of any legal dispute that may arise out of the transaction.

Litigation

There is no litigation presently pending or threatened challenging the validity of any debt issued or proposed to be issued by the Issuer or the City or otherwise challenges, in any manner, the right of the Issuer or the City (as applicable) to enter into the Trust Agreement, the Base Lease, or the Purchase and Use Agreement or to secure the Bonds in the manner provided in the Trust Agreement. *However, neither the Issuer nor the City can give any assurance that litigation challenging the financing plan described in this Official Statement would not be filed in the future or, except for litigation of which the Issuer or the City is aware, has been filed and not properly served on the Issuer or the City.*

Closing Certifications

The Issuer and the City will furnish certifications by appropriate officials that this Official Statement as of its date and as of the date of delivery of the Bonds, does not contain an untrue statement of a material fact and does not omit to state a material fact which should be included for the purpose for which the Official Statement is

intended to be used or which is necessary to make the statements contained, in light of the circumstances in which they were made, not misleading.

Appropriate certification will be given by Issuer and County officials to establish that the Bonds are not “arbitrage bonds” within the meaning of Section 148 of the Code, and applicable regulations thereunder in effect on the occasion of the delivery of the 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 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 2020 (“**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, LLC (“**DAC**”), in connection with the issuance of the Bonds (“**DDAA**”), is attached as Appendix []. 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 the 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.

In recent years there have been numerous rating actions reported by Moody’s and S&P (each as defined herein) 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 ("**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 Investors Service, Inc. ("**Moody's**"), and S&P Global Ratings, a business unit of Standard & Poor's Financial Services LLC ("**S&P**") (each, a "**Rating Agency**," and collectively, "**Rating Agencies**"), have assigned the Bonds their municipal bond ratings of "[]" and "[]" respectively. Such ratings reflect only the views of the applicable Rating Agency and an explanation of the significance of such ratings may be obtained from the respective Rating Agency. The City has furnished to the Rating Agencies certain information and materials respecting the Issuer, the City, and the Bonds. Generally, the Rating Agencies 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 a Rating Agency, if in its judgment circumstances so warrant. Any such downward revision or withdrawal of such ratings may have an adverse effect on the market price of the Bonds.

UNDERWRITING

The Bonds are being purchased for reoffering by [Underwriter] ("**Underwriter**"). The Underwriter has agreed, subject to certain conditions, to purchase the Bonds at an aggregate price of \$[] (which reflects an aggregate original issue discount of \$[] and underwriter's discount of \$[]). The Underwriter may offer and sell the Bonds to certain dealers and others at a price lower than the offering prices stated on the inside front cover page. The offering prices may be changed from time to time by the Underwriter. The Underwriter is obligated to purchase all of the Bonds if any are purchased.

FINANCIAL ADVISOR

Stifel, Nicolaus & Company, Inc., has served as financial advisor ("**Financial Advisor**") to the City with respect to the sale of the 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.

CERTIFICATION

All quotations from and summaries and explanations of provisions of laws of the State do not purport to be complete and are qualified in their entirety by reference to the official compilations thereof. All references to the Bonds, and determinations of the Issuer or the City relating to the Bonds are qualified in their entirety by reference to the definitive forms of the Bonds and the authorizing ordinances and resolutions and to other documents and 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 this Official Statement and in its Appendices has been obtained from sources other than the Issuer or the City that are believed to be reliable but is not guaranteed as to accuracy or completeness by the Issuer or the City. 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 such document shall create any implication that there has been no change in the Issuer's or the City's affairs.

MISCELLANEOUS

Any statements in this Official Statement involving matters of opinion or estimates, whether or not expressly so stated, are intended as such and not as representations of fact. Further, certain statements included or incorporated by reference in this Official Statement constitute "forward-looking statements." These types of statements are generally identifiable by the terminology used such as "plan," "expect," "estimate," "budget," "forecast," "project" or similar words. Forward-looking statements are included in various portions of this Official Statement.

THE ACHIEVEMENT OF CERTAIN RESULTS OR OTHER EXPECTATIONS CONTAINED IN FORWARD-LOOKING STATEMENTS INVOLVE KNOWN AND UNKNOWN RISKS, UNCERTAINTIES, AND OTHER FACTORS WHICH 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 ISSUER 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.

Reference to the State Constitution and legislative enactments are only brief outlines of certain provisions thereof and do not purport to summarize or describe all provisions thereof.

It is intended that the above information will be of assistance. If there are further inquiries, or requests for additional copies of this Official Statement, please address them to Issuer's Counsel, [], Columbia, South Carolina, telephone: [], email: []; or Bond Counsel, Michael Seezen, Burr & Forman, LLP, 1221 Main Street, Suite 1800, Columbia, South Carolina 29201, telephone: (803) 799-9800, email: mseezen@burr.com.

The delivery of this Official Statement and its use in connection with the sale of the Bonds has been duly authorized by the Issuer and the City. The contents of this Official Statement are the City's responsibility, except that the Issuer is responsible for the statements contained under the caption "THE ISSUER" and other information with respect to the Issuer, if any, appearing under the caption "CERTAIN LEGAL MATTERS - Litigation," and, with the exception of this information for which the Issuer is responsible, the Issuer makes no representation as to the accuracy or completeness of any information.

COLUMBIA FACILITIES CORPORATION

[], President

CITY OF COLUMBIA, SOUTH CAROLINA

Stephen K. Benjamin, Mayor

APPENDIX A**PORTION OF COMPREHENSIVE ANNUAL FINANCIAL REPORT
OF THE CITY FOR FISCAL YEAR ENDED JUNE 30, 2019**

DRAFT

Attachment: 2020-095 \$57,250,000 Installment Purchase Revenue Bonds (6249 : Ordinance No.: 2020-095 Authorizing 2020 Installment

APPENDIX B**FORMS OF:**

- I. TRUST AGREEMENT**
- II. PURCHASE AND USE AGREEMENT**
- III. BASE LEASE**

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APPENDIX C

FORM OF
BOND COUNSEL'S OPINION

DRAFT

Attachment: 2020-095 \$57,250,000 Installment Purchase Revenue Bonds (6249 : Ordinance No.: 2020-095 Authorizing 2020 Installment

[], 2020

Columbia Facilities Corporation
Columbia, South Carolina

[]
[]

[\$]*
COLUMBIA FACILITIES CORPORATION
INSTALLMENT PURCHASE REVENUE BONDS
[TAXABLE] SERIES 2020

Ladies and Gentlemen:

We have acted as bond counsel in connection with the issuance by Columbia Facilities Corporation, a South Carolina (“State”) nonprofit corporation (“Corporation”), of its [\$]* Installment Purchase Revenue Bonds, Taxable Series 2020 (“Bonds”).

The Bonds are in fully registered form, dated [], 2020, numbered from R-1 upward, in denominations of \$5,000 or any whole multiple thereof not exceeding the principal amount of the Bonds maturing in each year, bear interest from their date payable thereafter on [] 1 and [] 1 of each year, commencing [] 1, 2021, and mature on [] 1 in each of the years and in the principal amounts as stated in the Official Statement, dated October [], 2020 (“Official Statement”).

The Bonds are issued under and pursuant to a Trust Agreement, dated as of [] 1, 2020 (“Trust Agreement”). Each capitalized term used, but not defined in this letter, has the meaning provided for that term in the Trust Agreement. Pursuant to the Trust Agreement, the Corporation has assigned to the Trustee and granted a security interest in the Trust Estate, which includes, among other things, all right, title and interest of the Corporation in and to the Revenues (with certain exceptions), all of the Corporation’s right, title and interest in and to the 2020 Facilities (as defined herein) the Installment Purchase and Use Agreement (except certain reserved rights), dated as of [] 1, 2020 (“Purchase and Use Agreement”), between the Corporation and Richland County, South Carolina (“County”), the Base Lease Agreement, dated as of [] 1, 2020 (“Base Lease”), between the Corporation and the City, and the property rights evidenced by the Base Lease in the 2020 Real Property (as defined herein), certain contract rights, proceeds of insurance and condemnation awards from casualty or takings and all moneys and investments held in certain of the funds and accounts created under the Trust Agreement. The Trust Agreement, the Purchase and Use Agreement, and the Base Lease are, collectively, the “Transaction Documents.”

The Corporation is issuing the Bonds for the purpose of providing funds, together with other available funds, to: (i) finance the costs of the City acquiring certain property to serve as business and industrial park to enhance the City’s economic development capacity; and (ii) pay the costs of issuing the Bonds.

The obligations of the City under the Purchase and Use Agreement do not constitute a pledge of the full faith, credit or taxing power of the City within the meaning of any constitutional or statutory limitation. The City is not a party to the Trust Agreement or the Bonds.

The Trustee has no obligation or liability under the Bonds or the Trust Agreement for the payment of principal of and interest on the Bonds, except from amounts on deposit with the Trustee for those purposes pursuant to the Trust Agreement.

In connection with the issuance of the Bonds, we have examined a certified copy of the record of proceedings, the Transaction Documents and other proofs submitted to us, including the Constitution and laws of the State. As to questions of fact material to our opinion, we have relied on the record of proceedings, the Transaction Documents and other certifications of public officials furnished to us without undertaking to verify the same by independent investigation.

In rendering the opinions expressed below, we do not purport to be experts in or generally familiar with or qualified to express legal opinions based on the laws of any jurisdiction other than the federal laws of the United States of America and the laws of the State, and the opinions are limited to the federal laws of the United States of America and the laws of the State.

Based on the stated examination and assumptions, and subject to the qualifications and limitations set out below, we are of the opinion, under existing law:

1. The proceedings are regular and in due form of law, and the Bonds have been duly authorized, executed and delivered and constitute valid, limited obligations of the Corporation payable solely from, and secured equally and ratably by a pledge of, the Trust Estate.
2. The Base Lease and the Purchase and Use Agreement have each been duly authorized, executed and delivered and each constitute a valid and binding obligation of the City and the Corporation each enforceable according to its terms, provided, however, that the obligation of the City to pay an Installment Payment under the Purchase and Use Agreement is subject to and dependent on the City Council annually budgeting and appropriating moneys to pay each Installment Payment.
3. The Trust Agreement has been duly authorized, executed and delivered by the Corporation and assuming due authorization, execution and delivery by the Trustee, which is proper under the provisions of Article VIII of the Trust Agreement, constitutes a valid and legally binding obligation of the Corporation enforceable against the Corporation according to its terms. The Bonds are entitled to the benefits and security of the Trust Agreement for the payment thereof in accordance with the terms of the Trust Agreement. The Trust Agreement creates a valid lien on the Trust Estate.
4. Interest on the Bonds will be taxable as ordinary income for federal income tax purposes.
5. The Bonds and the interest thereon are exempt from all State, county, school district, municipal and all other taxes or assessments of the State, except inheritance, estate, transfer or certain franchise taxes. Furthermore, it should be noted that South Carolina Code Annotated section 12-11-20 imposes on every bank engaged in business in the State a fee or franchise tax computed on the entire net income of such bank which includes interest paid on the Bonds.

The rights of the registered owner of the Bonds and the enforceability of the Bonds, the Base Lease, the Purchase and Use Agreement, and the Trust Agreement may be subject to judicial discretion, the valid exercise of the sovereign police powers of the State and the constitutional powers of the United States of America, and valid bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting creditors' rights generally, as well as other equitable principles.

We express no opinion regarding the accuracy, adequacy or completeness of the Official Statement. Further, 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,

BURR & FORMAN LLP

DRAFT

Attachment: 2020-095 \$57,250,000 Installment Purchase Revenue Bonds (6249 : Ordinance No.: 2020-095 Authorizing 2020 Installment

APPENDIX D

FORM OF

DISCLOSURE DISSEMINATION AGENT AGREEMENT

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Attachment: 2020-095 \$57,250,000 Installment Purchase Revenue Bonds (6249 : Ordinance No.: 2020-095 Authorizing 2020 Installment

FORM OF DISCLOSURE DISSEMINATION AGENT AGREEMENT

This Disclosure Dissemination Agent Agreement (the “Disclosure Agreement”), dated [Closing Date], 2020, is executed and delivered by the City of Columbia, South Carolina (the “Obligated Person”) and Digital Assurance Certification, LLC, as exclusive Disclosure Dissemination Agent (the “Disclosure Dissemination Agent” or “DAC”) for the benefit of the Holders (hereinafter defined) of the Bonds (hereinafter defined) and in order to assist the Obligated Person in processing 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 (the “Rule”).

The services provided under this Disclosure Agreement solely relate to the execution of instructions received from the Obligated Person 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 (the “Act”). DAC will not provide any advice or recommendation to the Obligated Person or anyone on the Obligated Person’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 (hereinafter defined). The capitalized terms shall have the following meanings:

“Annual Filing Date” means the date, set in Sections 2(a) and 2(f), by which the Annual Report is to be filed with the MSRB.

“Annual Financial Information” means annual financial information as such term is used in paragraph (b)(5)(i) of the Rule and specified in Section 3(a) of this Disclosure Agreement.

“Annual Report” means an Annual Report described in and consistent with Section 3 of this Disclosure Agreement.

“Audited Financial Statements” means the annual financial statements of the Obligated Person 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.

“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 Obligated Person 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, LLC, acting in its capacity as Disclosure Dissemination Agent hereunder, or any successor disclosure dissemination agent designated in writing by the Obligated Person pursuant to Section 9.

“Disclosure Representative” means the City Administrator or his designee, or such other person as the Obligated Person 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 Obligated Person’s failure to file an Annual Report on or before the Annual Filing Date.

“Financial Obligation” as used in this Disclosure Agreement is defined in the Rule, as may be amended, as (i) a debt obligation; (ii) derivative instrument entered into in connection with, or pledged as a security or a source of payment for, an existing or planned debt obligation; or (iii) guarantee of (i) or (ii). The term “Financial Obligation” shall not include municipal securities as to which a final official statement has been provided to the MSRB consistent with the Rule.

“Force Majeure Event” means: (i) acts of God, war, or terrorist action; (ii) failure or shut-down of the Electronic Municipal Market Access system maintained by the MSRB; or (iii) to the extent beyond the Disclosure Dissemination Agent’s reasonable control, interruptions in telecommunications or utilities services, failure, malfunction or error of any telecommunications, computer or other electrical, mechanical or technological application, service or system, computer virus, interruptions in Internet service or telephone service (including due to a virus, electrical delivery problem or similar occurrence) that affect Internet users generally, or in the local area in which the Disclosure Dissemination Agent or the MSRB is located, or acts of any government, regulatory or any other competent authority the effect of which is to prohibit the Disclosure Dissemination Agent from performance of its obligations under this Disclosure Agreement.

“Holder” means any person (a) having the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any Bonds (including persons holding Bonds through nominees, depositories or other intermediaries) or (b) treated as the owner of any Bonds for federal income tax purposes.

“Information” means, collectively, the Annual Reports, the Audited Financial Statements, the Notice Event notices, the Failure to File Event notices, the Voluntary Event Disclosures and the Voluntary Financial Disclosures.

“Issuer” means Columbia Facilities Corporation, a South Carolina nonprofit corporation.

“MSRB” means the Municipal Securities Rulemaking Board, or any successor thereto, established pursuant to Section 15B(b)(1) of the Securities Exchange Act of 1934, as amended.

“Notice Event” means any of the events enumerated in paragraph (b)(5)(i)(C) of the Rule and listed in Section 4(a) of this Disclosure Agreement.

“Obligated Person” means any person, including the Obligated Person, who is either generally or through an enterprise, fund, or account of such person committed by contract or other arrangement to support payment of all, or part of the obligations on the Bonds (other than providers of municipal bond insurance, letters of credit, or other liquidity facilities), as shown on Exhibit A.

“Official Statement” means that Official Statement prepared by the Issuer and the Obligated Person in connection with the Bonds, as listed in Exhibit A.

“Trustee” means the institution, if any, identified as such in the document under which the Bonds were issued.

“Voluntary Event Disclosure” means information of the category specified in any of subsections (e)(vi)(1) through (e)(vi)(11) of Section 2 of this Disclosure Agreement that is accompanied by a Certification of the Disclosure Representative containing the information prescribed by Section 7(a) of this Disclosure Agreement.

“Voluntary Financial Disclosure” means information of the category specified in any of subsections (e)(vii)(1) through (e)(vii)(9) of Section 2 of this Disclosure Agreement that is accompanied by a Certification of the Disclosure Representative containing the information prescribed by Section 7(b) of this Disclosure Agreement.

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SECTION 2. Provision of Annual Reports.

(a) The Obligated Person shall provide, annually, an electronic copy of the Annual Report and Certification to the Disclosure Dissemination Agent, together with a copy for the Trustee, 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 the 1st day of February following the end of each fiscal year of the Obligated Person, commencing with the fiscal year ending June 30, 2019 (i.e., February 1, 2020). 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 Obligated Person 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 Obligated Person 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 10:00 a.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 Obligated Person irrevocably directs the Disclosure Dissemination Agent to immediately send a Failure to File Event notice to the MSRB in substantially the form attached as Exhibit B without reference to the anticipated filing date for the Annual Report, which may be accompanied by a cover sheet completed by the Disclosure Dissemination Agent in the form set forth in Exhibit C-1.

(d) If Audited Financial Statements of the Obligated Person are prepared but not available prior to the Annual Filing Date, the Obligated Person shall, when the Audited Financial Statements are available, provide at such time an electronic copy to the Disclosure Dissemination Agent, accompanied by a Certification, together with a copy for the Trustee, if any, 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) with the MSRB;
- (iii) upon receipt, promptly file each Audited Financial Statement received under Section 2(d) with the MSRB;

- (iv) upon receipt, promptly file the text of each Notice Event received under Sections 4(a) and 4(b)(ii) with the MSRB, identifying the Notice Event as instructed by the Obligated Person pursuant to Section 4(a) or 4(b)(ii) (being any of the categories set forth below) when filing pursuant to Section 4(c) of this Disclosure Agreement:
1. Principal and interest payment delinquencies;
 2. Non-Payment related defaults, if material;
 3. Unscheduled draws on debt service reserves reflecting financial difficulties;
 4. Unscheduled draws on credit enhancements reflecting financial difficulties;
 5. Substitution of credit or liquidity providers, or their failure to perform;
 6. Adverse tax opinions, 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 securities holders, if material;
 8. Bond calls, if material, and tender offers;
 9. Defeasances;
 10. Release, substitution, or sale of property securing repayment of the securities, if material;
 11. Rating changes;
 12. Bankruptcy, insolvency, receivership or similar event of the obligated person;
 13. The consummation of a merger, consolidation, or acquisition involving an Obligated Person or the sale of all or substantially all of the assets of the Obligated Person, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;
 14. Appointment of a successor or additional trustee, or the change of name of a trustee, if material;
 15. Incurrence of a Financial Obligation of the obligated person, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the obligated person, any of which affect security holders, if material; and
 16. Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the obligated person, any of which reflect financial difficulties.
- (v) 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 Obligated Person pursuant to Section 7(a) (being any of the categories set forth below) when filing pursuant to Section 7(a) of this Disclosure Agreement:

1. amendment to continuing disclosure undertaking;
2. change in obligated person;
3. notice to investors pursuant to bond documents;
4. certain communications from the Internal Revenue Service, other than those included in the Rule;
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;
11. State-Mandated Continuing Disclosure. In addition to the requirements set forth in this Section 2(e)(vi) of this Disclosure Agreement, the Issuer further agrees, pursuant to the requirements of S.C. Code Section 1-11-85, to file with the Dissemination Agent (a) its annual independent audit within 30 days of its receipt, and (b) event-specific information within 30 days of an event adversely affecting more than five percent of its revenue or tax base. The Issuer expects that, in meeting the requirements of Section 3 and 4 of this Disclosure Agreement, it also will meet the requirements of this Section 2(e)(vi)(11); however, to the extent that certain information is required to be filed pursuant to State law which is not required to be filed under the Rule or the other provisions of this Disclosure Agreement, the Issuer will provide notice of such information to the Dissemination Agent;

(vii) upon receipt, promptly file the text of each Voluntary Financial Disclosure received under Section 7(b) with the MSRB, identifying the Voluntary Financial Disclosure as instructed by the Obligated Person pursuant to Section 7(b) (being any of the categories set forth below) when filing pursuant to Section 7(b) of this Disclosure Agreement:

1. quarterly/monthly financial information;
2. change in fiscal year/timing of annual disclosure;
3. change in accounting standard;
4. interim/additional financial information/operating data;
5. budget;
6. investment/debt/financial policy;
7. information provided to rating agency, credit/liquidity provider or other third party;

- 8. consultant reports; and
 - 9. other financial/operating data;
- (viii) provide the Obligated Person 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 Obligated Person 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, Trustee and the MSRB, provided that the period between the existing Annual Filing Date and new Annual Filing Date shall not exceed one year.

(g) Anything in this Disclosure Agreement to the contrary notwithstanding, any Information received by the Disclosure Dissemination Agent before 10:00 a.m. Eastern time on any business day that it is required to file with the MSRB pursuant to the terms of this Disclosure Agreement and that is accompanied by a Certification and all other information required by the terms of this Disclosure Agreement will be filed by the Disclosure Dissemination Agent with the MSRB no later than 11:59 p.m. Eastern time on the same business day; provided, however, the Disclosure Dissemination Agent shall have no liability for any delay in filing with the MSRB if such delay is caused by a Force Majeure Event provided that the Disclosure Dissemination Agent uses reasonable efforts to make any such filing as soon as possible.

SECTION 3. Content of Annual Reports.

(a) Each Annual Report shall contain Annual Financial Information with respect to the Obligated Person, including the following information:

- (i) Market Value/Assessment Summary of taxable property in the City;
- (ii) Tax levy for the City for current fiscal year;
- (iii) Tax collections for the City for preceding fiscal year;
- (iv) Ten largest taxpayers for the City for preceding fiscal year; and
- (v) Debt service requirements for the next succeeding five years.

(b) Audited Financial Statements prepared in accordance with generally accepted accounting principles ("GAAP") as described in the Official Statement will be included in the Annual Report. If audited financial statements are not available, then, unaudited financial statements, prepared in accordance with GAAP as described in the Official Statement will be included in the Annual Report. In such event, Audited Financial Statements will be provided pursuant to Section 2(d).

Any or all of the items listed above may be included by specific reference from other documents, including official statements of debt issues with respect to which the Obligated Person is an "obligated person" (as defined by the Rule), which have been previously filed with the Securities and Exchange Commission or available on the MSRB Internet Website. If the document incorporated by reference is a final official statement, it must be available from the MSRB. The Obligated Person will clearly identify each such document so incorporated 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 Obligated Person 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 Obligated Person;

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 Obligated Person 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 Obligated Person, 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 Obligated Person.

13. The consummation of a merger, consolidation, or acquisition involving an Obligated Person or the sale of all or substantially all of the assets of the Obligated Person, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;
14. Appointment of a successor or additional trustee or the change of name of a trustee, if material;
15. Incurrence of a Financial Obligation of an Obligated Person, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of an Obligated Person, any of which affect security holders, if material; and

16. Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of an Obligated Person, any of which reflect financial difficulties.

The Obligated Person shall, in a timely manner not later than nine (9) 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 Obligated Person desires to make, contain the written authorization of the Obligated Person for the Disclosure Dissemination Agent to disseminate such information, and identify the date the Obligated Person 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 Obligated Person 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 Obligated Person 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 Obligated Person desires to make, contain the written authorization of the Obligated Person for the Disclosure Dissemination Agent to disseminate such information, and identify the date the Obligated Person 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 Obligated Person 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 Obligated Person will provide the Disclosure 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 Obligated Person 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 Obligated Person, 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 Obligated Person 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 Obligated Person 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 Obligated Person desires to make, contain the written authorization of the Obligated Person for the Disclosure Dissemination Agent to disseminate such information, and identify the date the Obligated Person desires for the Disclosure Dissemination Agent to disseminate the information. If the Disclosure Dissemination Agent has been instructed by the Obligated Person 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 Obligated Person 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 Obligated Person desires to make, contain the written authorization of the Obligated Person for the Disclosure Dissemination Agent to disseminate such information, and identify the date the Obligated Person desires for the Disclosure Dissemination Agent to disseminate the information. If the Disclosure Dissemination Agent has been instructed by the Obligated Person 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 Obligated Person 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 Obligated Person 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 Obligated Person 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 Obligated Person 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 Obligated Person 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 Obligated Person 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 counsel expert in federal securities laws to the effect that continuing disclosure is no longer required.

SECTION 9. Disclosure Dissemination Agent. The Obligated Person has appointed Digital Assurance Certification, LLC, as exclusive Disclosure Dissemination Agent under this Disclosure Agreement. The Obligated Person 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 Obligated Person or DAC, the

Obligated Person 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 Obligated Person 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 Obligated Person.

SECTION 10. Remedies in Event of Default. In the event of a failure of the Obligated Person 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 Obligated Person 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 Obligated Person and shall not be deemed to be acting in any fiduciary capacity for the Obligated Person, the Holders of the Bonds or any other party. The Disclosure Dissemination Agent shall have no responsibility for the Obligated Person'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 Obligated Person has complied with this Disclosure Agreement. The Disclosure Dissemination Agent may conclusively rely upon Certifications of the Obligated Person at all times.

The obligations of the Obligated Person 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 Obligated Person.

(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 Obligated Person 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 Obligated Person 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 Obligated Person 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 Obligated Person. No such amendment shall become effective if the Obligated Person 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 Obligated Person, the Trustee, if any, for the Bonds, 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 Florida (other than with respect to conflicts of laws).

SECTION 15. Counterparts. This Disclosure Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

The Disclosure Dissemination Agent and the Obligated Person have caused this Continuing Disclosure Agreement to be executed, on the date first written above, by their respective officers duly authorized.

DIGITAL ASSURANCE CERTIFICATION, LLC,
as Disclosure Dissemination Agent

By: _____
Name: Diana O'Brien
Title: Senior Vice President

CITY OF COLUMBIA, SOUTH CAROLINA,
as Obligated Person

By: _____
Name: Stephen K. Benjamin
Title: Mayor

EXHIBIT A**NAME AND CUSIP NUMBERS OF BONDS**

Name of Issuer	Columbia Facilities Corporation
Obligated Person(s)	City of Columbia, South Carolina
Name of Issue:	[\$]* Installment Purchase Revenue Bonds Taxable Series 2020

Date of Issuance:	[Closing Date], 2020
Date of Official Statement	[Closing Date], 2020

CUSIP Numbers: _____

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EXHIBIT B**NOTICE TO MSRB OF FAILURE TO FILE ANNUAL REPORT**

Issuer: Columbia Facilities Corporation
 Obligated Person: City of Columbia, South Carolina
 Name of Bond Issue: [\$]* Installment Purchase Revenue Bonds
 Taxable Series 2020

Date of Issuance: [Closing Date], 2020
 Date of Disclosure Agreement: [Closing Date], 2020

CUSIP Numbers: _____

NOTICE IS HEREBY GIVEN that the Obligated Person has not provided an Annual Report with respect to the above-named Bonds as required by the Disclosure Agreement between the Obligated Person and Digital Assurance Certification, LLC, as Disclosure Dissemination Agent. [The Obligated Person has notified the Disclosure Dissemination Agent that it anticipates that the Annual Report will be filed by ____.

Dated: _____

Disclosure of the Issuer
 Digital Assurance Certification, LLC, as
 Dissemination Agent, on behalf

cc: Issuer
 Obligated
 Person

Attachment: 2020-095 \$57,250,000 Installment Purchase Revenue Bonds (6249 : Ordinance No.: 2020-095 Authorizing 2020 Installment

EXHIBIT C-1**EVENT NOTICE COVER SHEET**

This cover sheet and accompanying “event notice” will be sent to the MSRB, pursuant to Securities and Exchange Commission Rule 15c2-12(b)(5)(i)(C) and (D).

Issuer’s and/or Other Obligated Person’s Name: City of Columbia, South Carolina

Issuer’s Six-Digit CUSIP Number: _____

or Nine-Digit CUSIP Number(s) of the bonds to which this event notice relates:

CUSIP Numbers: _____

Number of pages attached: _____

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; Tender offers
9. ☐ Defeasances
10. ☐ Release, substitution, or sale of property securing repayment of the securities, if material
11. ☐ Rating changes
12. ☐ Bankruptcy, insolvency, receivership or similar event of the obligated person
13. ☐ Merger, consolidation, or acquisition of the obligated person, if material
14. ☐ Appointment of a successor or additional trustee, or the change of name of a trustee, if material
15. ☐ Incurrence of a Financial Obligation of the obligated person, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the obligated person, any of which affect security holders, if material
16. ☐ Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the obligated person, any of which reflect financial difficulties.

☐ 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, LLC
315 E. Robinson Street, Suite 300
Orlando, FL 32801
407-515-1100

Date: _____

DRAFT

**EXHIBIT C-2
VOLUNTARY EVENT DISCLOSURE COVER SHEET**

This cover sheet and accompanying “voluntary event disclosure” will be sent to the MSRB, pursuant to the Disclosure Dissemination Agent Agreement dated [Closing Date], 2020, between the Issuer and DAC.

Issuer’s and/or Other Obligated Person’s Name: City of Columbia, South Carolina

Issuer’s Six-Digit CUSIP Number: _____

or Nine-Digit CUSIP Number(s) of the bonds to which this notice relates: _____

CUSIP Numbers: _____

Number of pages attached: _____

Description of Voluntary Event Disclosure (Check One):

1. _____ amendment to continuing disclosure undertaking
2. _____ change in obligated person
3. _____ notice to investors pursuant to bond documents
4. _____ certain communications from the Internal Revenue Service
5. _____ secondary market purchases
6. _____ bid for auction rate or other securities
7. _____ capital or other financing plan
8. _____ litigation/enforcement action
9. _____ change of tender agent, remarketing agent, or other on-going party
10. _____ other event-based disclosures
11. _____ State-Mandated continuing disclosure (see 2(e)(vi))

I hereby represent that I am authorized by the issuer or its agent to distribute this information publicly:

Signature: _____

Name: _____ Title: _____

Digital Assurance Certification, LLC
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” will be sent to the MSRB, pursuant to the Disclosure Dissemination Agent Agreement dated [Closing Date], 2020, between the Issuer and DAC.

Issuer’s and/or Other Obligated Person’s Name: Richland County, South Carolina

Issuer’s Six-Digit CUSIP Number: _____

or Nine-Digit CUSIP Number(s) of the bonds to which this notice relates: _____

CUSIP Numbers: _____

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
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, LLC
 315 E. Robinson Street, Suite 300
 Orlando, FL 32801
 407-515-1100

Date: _____

ORDINANCE NO.: 2020-102

Granting an encroachment to Clear Dot Charter School Columbia for the use of the right of way area of the 2000 block of Marion Street adjacent to 2015 Marion Street, Richland County TMS#09016-10-10 for the installation and maintenance of pollinator flower beds

WHEREAS, Clear Dot Charter School Columbia (hereinafter "Grantee") desires to utilize a portion of the right of way area of the 2000 block of Marion Street adjacent to 2015 Marion Street, Richland County TMS#09016-10-10, for the installation and maintenance of two (2) pollinator flower beds each measuring approximately ten (10') feet in width and fourteen (14') feet in length as shown on the attached drawings; and,

WHEREAS, it appears that the encroachment will not interfere with the use of the medians or street for traffic, utility locations or other uses within the foreseeable future; NOW, THEREFORE,

BE IT ORDAINED by the Mayor and City Council of the City of Columbia, South Carolina, this ____ day of _____, 2020, that Grantee is hereby granted the right to use the right of way areas of the 2000 block of Marion Street adjacent to 2015 Marion Street, Richland County TMS#09016-10-10, for the installation and maintenance of two (2) pollinator flower beds each measuring approximately ten (10') feet in width and fourteen (14') feet in length, as shown on the attached drawings.

PROVIDED FURTHER that all work shall comply with the requirements of The City of Columbia, South Carolina Department of Transportation (SCDOT) and Federal Emergency Management Agency (FEMA) now in existence or hereafter enacted. The materials and type of finish to be used are to be approved by the City Engineer prior to installation. Any damage to the street or sidewalk caused by construction shall be repaired to the satisfaction of the City Manager. Improvements within the encroachment shall be maintained by the grantee at no cost to the City in a manner approved by the City Manager; and,

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

PROVIDED FURTHER that a certificate of insurance be issued as evidence of general liability insurance with at least the minimum amount of \$600,000.00 for personal injury and property damage and naming the City as an insured, be provided to and filed annually with the City Clerk by Grantee, his successors and assigns, as required by Chapter 11, Licenses, Permits, Business Regulations, Article III, Contractors, Sec. 11-71, 1998 Code of Ordinances of the City of Columbia, South Carolina.

PROVIDED FURTHER that the privilege granted hereby is subject to the Grantee complying with the following conditions, restrictions or limitations:

1. No item, including landscaping, shall be placed, planted or allowed to grow such that it creates a visual impediment to persons safely entering or exiting the driveway or to persons safely walking along the sidewalk. The City reserves the right to remove or cut any item located within the right of way which it deems to be a safety hazard.
2. Grantee is responsible for all maintenance and assuring that all accessibility and ADA requirements are met and maintained.
3. Landscaping to be maintained by property owner.
4. Existing irrigation should not spray walkways, sidewalks and streets and/or creating hazardous conditions upon the walkways, sidewalks and streets.
5. Obstructions of more than be four (4') feet in height are prohibited within the sight-visibility triangle.
6. Forestry and Beautification shall be provided access to trees within the right of way for maintenance purposes.
7. All trees shall be protected and no large tree roots shall be removed from any existing trees.

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

Requested by:

Assistant City Manager Gentry

Mayor

Approved by:

City Manager

Approved as to form:

ATTEST:



Senior Assistant City Attorney

City Clerk

Introduced:

Final Reading:

LEGAL DEPARTMENT DRAFT

Attachment: 2020-102 encroach 2015 Marion Street (6332 : Ordinance No.: 2020-102 encroach Clear Dot Charter School - 2015 Marion Street)

**CITY COUNCIL
ENCROACHMENT SUMMARY
2020-102**



**2000 BLOCK OF MARION STREET
ADJACENT TO 2015 MARION STREET
POLLINATOR FLOWER BEDS**

Subject Property:	Right-of-way adjacent to 2015 Marion Street
Council District:	2
Proposal:	The applicant is requesting an encroachment for installation and maintenance of two pollinator flower beds
Applicant:	Dr. Lindsey Ott, Principal – Clear Dot Charter School Columbia
Staff Recommendation:	Approval.

Detail:	The applicant is requesting an encroachment for installation and maintenance of two (2) pollinator flower beds each measuring approximately ten (10') feet in width and fourteen (14') feet in length, as shown on the attached drawings; and, Conditions of the proposed encroachment are as follows: 1. No item, including landscaping, shall be placed, planted or allowed to grow such that it creates a visual impediment to persons safely entering or exiting the driveway or to persons safely walking along the sidewalk. The City reserves the right to remove or cut any item located within the right of way which it deems to be a safety hazard. 2. Grantee is responsible for all maintenance and assuring that all accessibility and ADA requirements are met and maintained. 3. Landscaping to be maintained by property owner. 4. Existing irrigation should not spray walkways, sidewalks and streets and/or creating hazardous conditions upon the walkways, sidewalks and streets. 5. Obstructions of more than be four (4') feet in height are prohibited within the sight-visibility triangle. 6. Forestry and Beautification shall be provided access to trees within the right of way for maintenance purposes. 7. All trees shall be protected and no large tree roots shall be removed from any existing
----------------	---

CITY AGENCY COMMENTS FOR ENCROACHMENT

Planning	Recommend approval.
Streets	Recommend approval.
Utilities and Engineering	Recommend approval .
Traffic Engineering	Recommend approval.
Forestry	Recommend approval.
Land Development	Recommend approval.
Fire	Recommend approval.

**REQUEST FOR A PERMANENT COMMERCIAL ENCROACHMENT ORDINANCE
(INCLUDING OUTDOOR DINING/LANDSCAPING/STUDENT HOUSING)**

30.a

For a continuing encroachment on any type of property in which the City has an interest (i.e., rights of way, tree zone, sidewalk, streets), the person or entity is required to have an encroachment ordinance enacted by City Council permitting the encroachment. Encroachment ordinances are required for but not limited to: irrigation systems; landscaping; fencing; walls; pavers; walkways; outdoor dining items (chairs, tables, umbrellas, etc.); awnings; bollards and directional signs (i.e., churches) Business signs are NOT permitted via an encroachment. Encroachments must comply with all existing City codes, rules and regulations, the Americans with Disabilities Act, if applicable, and are subject to review and approval by City staff. Enactment of the encroachment ordinance by a majority vote of City Council, which is a discretionary legislative act, is also required. In order to obtain an encroachment ordinance from the City of Columbia, it will be necessary for the City of Columbia to be named as an additional insured on your insurance policy with limits being increased to \$600,000 as required by Sec. 11-71. It is recommended that you contact your insurance provider to determine if it will name the City of Columbia as an additional insured prior to submitting your request for an encroachment ordinance. If you have any questions concerning these requirements, please contact Chip Timmons with Risk Management, (803) 733-8306 or catimmons@columbiasc.net.

Please complete and submit this form along with photographs and drawings or site plan drawn to scale (including a 8-1/2 x 11) to Johnathan Chambers by mail at jechambers@columbiasc.net; fax at 803-255-8935; or mail to Johnathan Chambers, Development Services, POB 147 Columbia, SC 29217, for preparation of an encroachment ordinance. Copies to City departments should be directed to the contact person for that department as shown below.

All work shall comply with the requirements of the City of Columbia and South Carolina Department of Transportation now in existence or hereafter enacted. The materials and type of finish to be used are to be approved by the City Engineer prior to installation. Any damage to the street or sidewalk caused by construction shall be repaired to the satisfaction of the City Manager. Improvements within the encroachment shall be maintained by the grantee at no cost to the City in a manner approved by the City Manager. Property owned, operated and maintained by SCDOT shall comply with SCDOT encroachment requirements.

Date: 09/15/2020 Property Owner: Uptown Properties, leased by Clear Dot Charter School Columbia
 Business Name/Applicant's Name if different than owner: Clear Dot Charter School Columbia, Dr. Lindsey Ott, Principal
 Contact Information: Telephone Number: 803-567-3075 Fax Number: 803-939-9910
 Mailing address: 2015 Marion Street Columbia, SC 29201 E-mail address: lott@cleardotcharterschool.org

Business Name/Development Name for Encroachment:

Encroachment type: Wall Fence Columns Steps Irrigation System X Landscaping Driveway Pavers Sidewalk/Walkway
Planters Awning Underground Utilities Other: _____

Dimensions (height/width/length):
 (i.e. 6'x42' wooden privacy fence;
 two 12'x4'x3' concrete steps) two 10x14 pollinator flower beds

Construction material:
None permanent, garden bed edging

☐ **OUTDOOR DINING:** The Fire Marshal's posted capacity allowed within the business at the time of enactment of the outdoor dining encroachment ordinance shall include the total number of patron seating approved for the outdoor dining encroachment area, if not already included in the posted capacity allowance, so that patrons relocating from inside to the outside or from outside to the inside do not cause the posted capacity to be exceeded.

Hours/days of operation for outdoor dining: _____

Posted Maximum Capacity Allowance (inside/outside combined): _____ No. of chairs outdoors: _____ No. of Tables Outdoors: _____

Do you serve: ☐ Wine ☐ Beer ☐ Liquor SCDOR ABL No.: _____ If not, do you intend to apply for an ABL license? _____

I acknowledge that the adjoining property owners and businesses have been contacted and approve the addition of outdoor dining at this location to include the service of beer, wine and/or liquor if applicable during the business hours noted above, and that any changes made to the business hours, use of the encroachment area or items allowed within the encroachment area will require an amendment to the encroachment ordinance.

Name/Title:
 Date:

I acknowledge that any changes made to the business, hours, use of the encroachment area, or items allowed within the encroachment area, to include obtaining a license to sell beer, wine and/or liquor will require an amendment to the encroachment ordinance.

Name/Title:
 Date:

The proposed ordinance will be sent to the requesting party and City offices for review and approval. Johnathan Chambers will compile the recommendation and forward them to the City Clerk for scheduling before City Council. This process may take from 30-90 days.

CONTACT	DEPARTMENT	PHONE	FAX	E-MAIL
Johnathan Chambers	Development Services (Land Development)	803-545-3333	803-255-8935	jechambers@columbiasc.net
John Fellows	Development Services (Planning)	803-545-3222	803-733-8647	jsfellows@columbiasc.net
Rachel Bailey	Development Services (Zoning)	803-545-3332	803-733-8647	rlbailey@columbiasc.net
Jerry Thompson	Development Services (Building Inspections)	803-545-3420	803-733-8699	jlthompson@columbiasc.net
Tori Salvant	Development Services (Development Center)	803-545-3420	803-733-8699	tcsalvant@columbiasc.net
Amy Moore	Development Services (Historic Preservation)	803-545-3222	803-733-8647	aemoore@columbiasc.net
Lucinda Statler	Development Services (Urban Design)	803-545-0229	803-733-8647	lsstatler@columbiasc.net
Jerry Thompson	Development Services (Commercial Plan Review)	803-545-3420	803-733-8647	jlthompson@columbiasc.net
Scott Holder	Development Services (Landscaping)	803-545-3218	803-255-8935	jsholder@columbiasc.net
Denny Daniels	Utilities & Engineering (Construction Management)	803-545-3400	803-988-8199	jddaniels@columbiasc.net
Robert Anderson	Public Works (Administration)	803-545-3780	803-733-8648	raanderson@columbiasc.net
Robert Sweatt	Public Works (Street Division)	803-545-3790	803-545-3785	rgsweatt@columbiasc.net
David Brewer	Public Works (Traffic Engineering)	803-545-3850	803-733-8648	ddb Brewer@columbiasc.net
Caleb King	Public Works (Forestry & Beautification)	803-545-3860	803-733-8648	cdking@columbiasc.net
John Hooks	Public Works (Solid Waste)	803-545-3800	803-733-8648	jphooks@columbiasc.net
Chip Timmons	Risk Management	803-733-8306	803-733-8245	catimmons@columbiasc.net
Kris Scott	Fire Department	803-545-3736	803-401-8839	cfkdscott@columbiasc.net
Linda Matney	Parking Services	803-545-3070	803-733-8523	lsmatney@columbiasc.net

LR: 1/2017

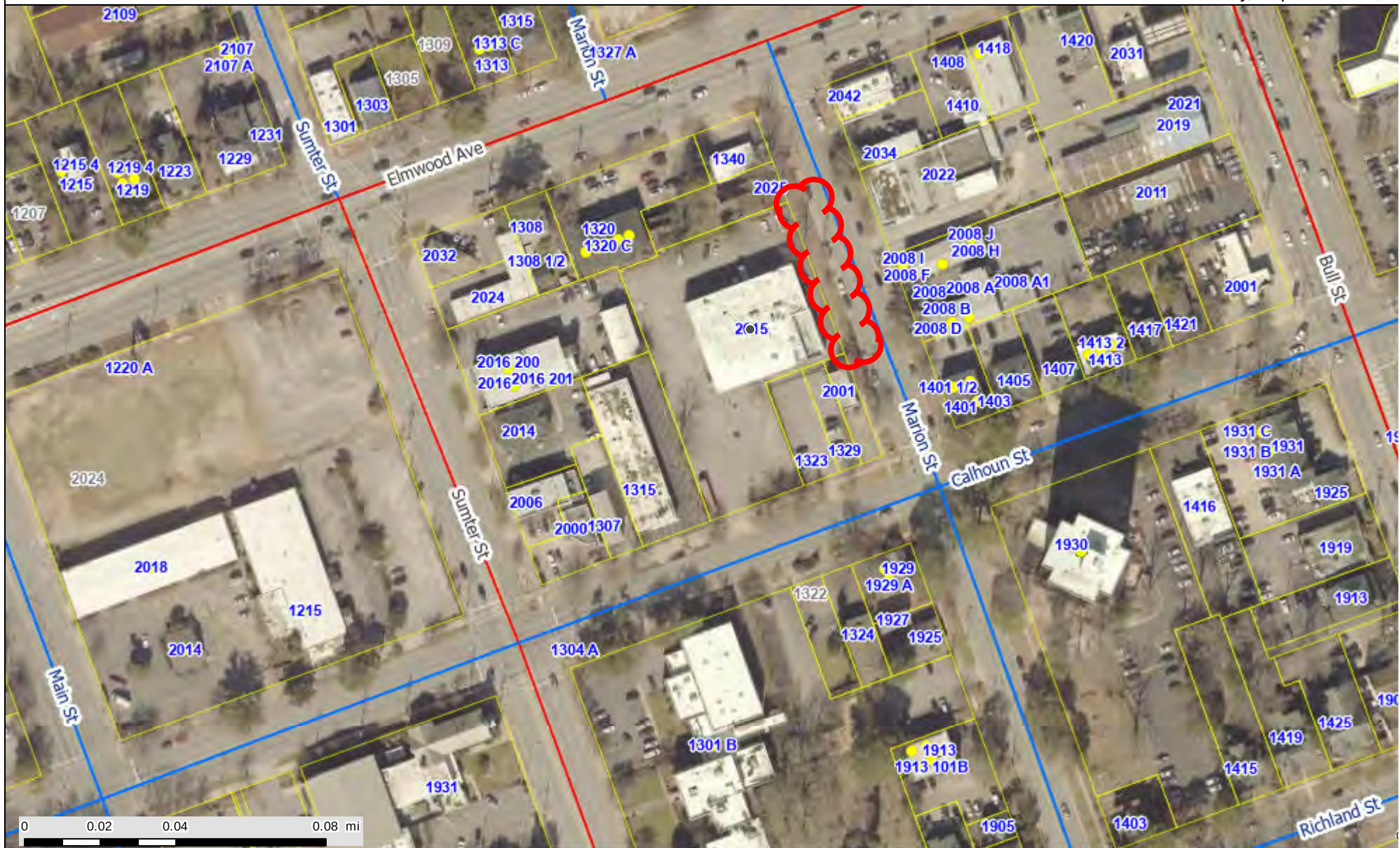
Packet Pg. 756

Attachment: 2020-102 encroach 2015 Marion Street (6332 : Ordinance No.: 2020-102 encroach Clear Dot Charter School - 2015 Marion Street)

30.a

A compass rose with four points. The top point is labeled 'W' (West), the right point is labeled 'E' (East), and the bottom point is labeled 'S' (South). The left point is unlabeled but represents North.

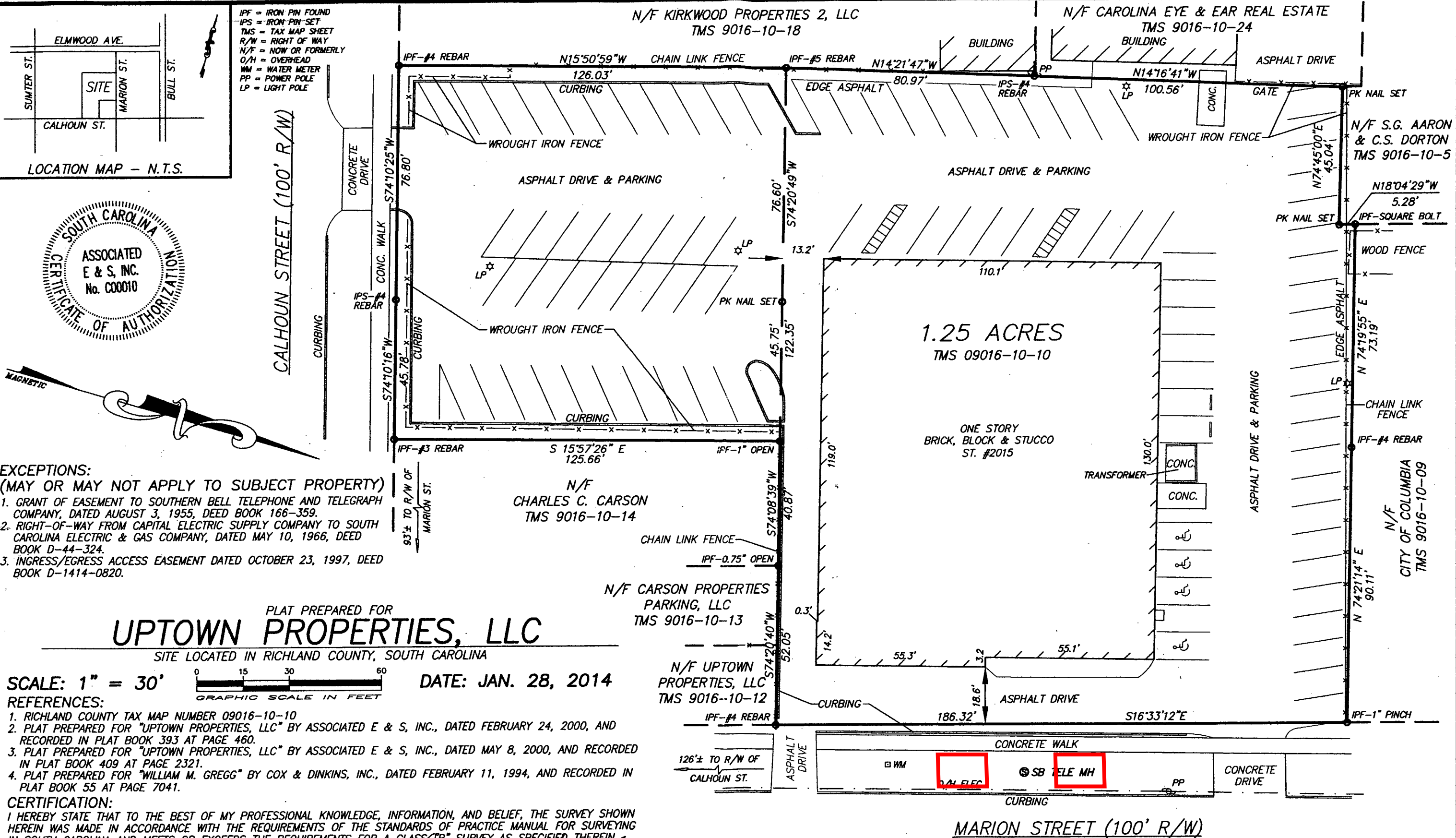
Attachment: 2020-102 encroachment 2015 Marion Street (6332 : Ordinance No.: 2020-102 encroachment Clear Dot



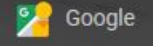
The City of Columbia GIS data represented on this map or plan is the product of compilation, as produced by others. It is provided for informational purposes only and the City of Columbia makes no representation as to its accuracy. Its use without field verification is at the sole risk of the user.



Packet Pg. 757

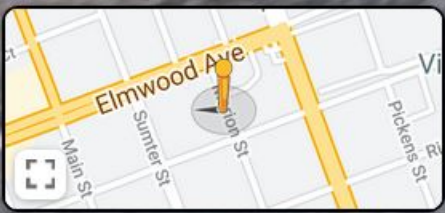


2015 Marion St
Columbia, South Carolina



Street View

30.a



Google

Packet Pg. 759

Attachment: 2020-102 encroachment 2015 Marion Street (6332 : Ordinance No.: 2020-102 encroachment





ORDINANCE NO.: 2020-103

Granting an encroachment to Choice Hotels for the use of the right of way areas of the 1000 block of Lady Street and 1200 block of Park Street adjacent to its building at 1000 Lady Street, 1010 Lady Street, 1014 Lady Street and 1218 Park Street, Richland County TMS#09013-09-01, 09013-09-02, 09013-09-04, and 09013-09-22 for the installation and maintenance of sidewalks, driveways, parking, landscaping and irrigation

WHEREAS, Choice Hotels (hereinafter "Grantee") desires to utilize a portion of the right of way area of the 1000 block of Lady Street and 1200 block of Park Street adjacent to 1000 Lady Street, 1010 Lady Street, 1014 Lady Street and 1218 Park Street, Richland County TMS#09013-09-01, 09013-09-02, 09013-09-04, and 09013-09-22, for the installation and maintenance of a concrete sidewalk approximately two hundred ten (210') feet in length and seven (7') feet in width; a concrete sidewalk approximately one hundred eighty-three (183') feet in length and three (3') feet in width; three (3) concrete sidewalks approximately twelve (12') feet in length and three (3') feet in width; a driveway approximately twenty-nine (20') feet in length and fourteen (14') feet in width; a driveway approximately thirty-eight (38') feet in length and twenty-eight (28') feet in width; landscaping and irrigation, as shown on the attached drawing; and,

WHEREAS, it appears that the encroachment will not interfere with the use of the medians or street for traffic, utility locations or other uses within the foreseeable future; NOW, THEREFORE,

BE IT ORDAINED by the Mayor and City Council of the City of Columbia, South Carolina, this ____ day of _____, 2020, that Grantee is hereby granted the right to use the right of way areas of the 1000 block of Lady Street and 1200 block of Park Street adjacent to 1000 Lady Street, 1010 Lady Street, 1014 Lady Street and 1218 Park Street, Richland County TMS#09013-09-01, 09013-09-02, 09013-09-04, and 09013-09-22, for the installation and maintenance of a concrete sidewalk approximately two hundred ten (210') feet in length and seven (7') feet in width; a concrete sidewalk approximately one hundred eighty-three (183') feet in length and three (3') feet in width; three (3) concrete sidewalks approximately twelve (12') feet in length and three (3') feet in width; a driveway approximately twenty-nine (20') feet in length and fourteen (14') feet in width; a driveway approximately thirty-eight (38') feet in length and twenty-eight (28') feet in width; landscaping and irrigation, as shown on the attached drawing.

PROVIDED FURTHER that all work shall comply with the requirements of The City of Columbia, South Carolina Department of Transportation (SCDOT) and Federal Emergency Management Agency (FEMA) now in existence or hereafter enacted. The materials and type of finish to be used are to be approved by the City Engineer prior to installation. Any damage to the street or sidewalk caused by construction shall be repaired to the satisfaction of the City Manager. Improvements within the encroachment shall be maintained by the grantee at no cost to the City in a manner approved by the City Manager; and,

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

PROVIDED FURTHER that a certificate of insurance be issued as evidence of general liability insurance with at least the minimum amount of \$600,000.00 for personal injury and property damage and naming the City as an insured, be provided to and filed annually with the City Clerk by Grantee, his successors and assigns, as required by Chapter 11, Licenses, Permits, Business Regulations, Article III, Contractors, Sec. 11-71, 1998 Code of Ordinances of the City of Columbia, South Carolina.

PROVIDED FURTHER that the privilege granted hereby is subject to the Grantee complying with the following conditions, restrictions or limitations:

1. No item, including landscaping, shall be placed, planted or allowed to grow such that it creates a visual impediment to persons safely entering or exiting the driveway or to persons safely walking along the sidewalk. The City reserves the right to remove or cut any item located within the right of way which it deems to be a safety hazard.

2. Grantee is responsible for all maintenance and assuring that all accessibility and ADA requirements are met and maintained.
3. Landscaping to be maintained by property owner.
4. Existing irrigation should not spray walkways, sidewalks and streets and/or creating hazardous conditions upon the walkways, sidewalks and streets.
5. Obstructions of more than be four (4') feet in height are prohibited within the sight-visibility triangle.
6. Forestry and Beautification shall be provided access to trees within the right of way for maintenance purposes.
7. All trees shall be protected and no large tree roots shall be removed from any existing trees.

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

Requested by:

Assistant City Manager Gentry

Mayor

Approved by:

City Manager

Approved as to form:

ATTEST:



Senior Assistant City Attorney

City Clerk

Introduced:

Final Reading:

**CITY COUNCIL
ENCROACHMENT SUMMARY
2020-0**



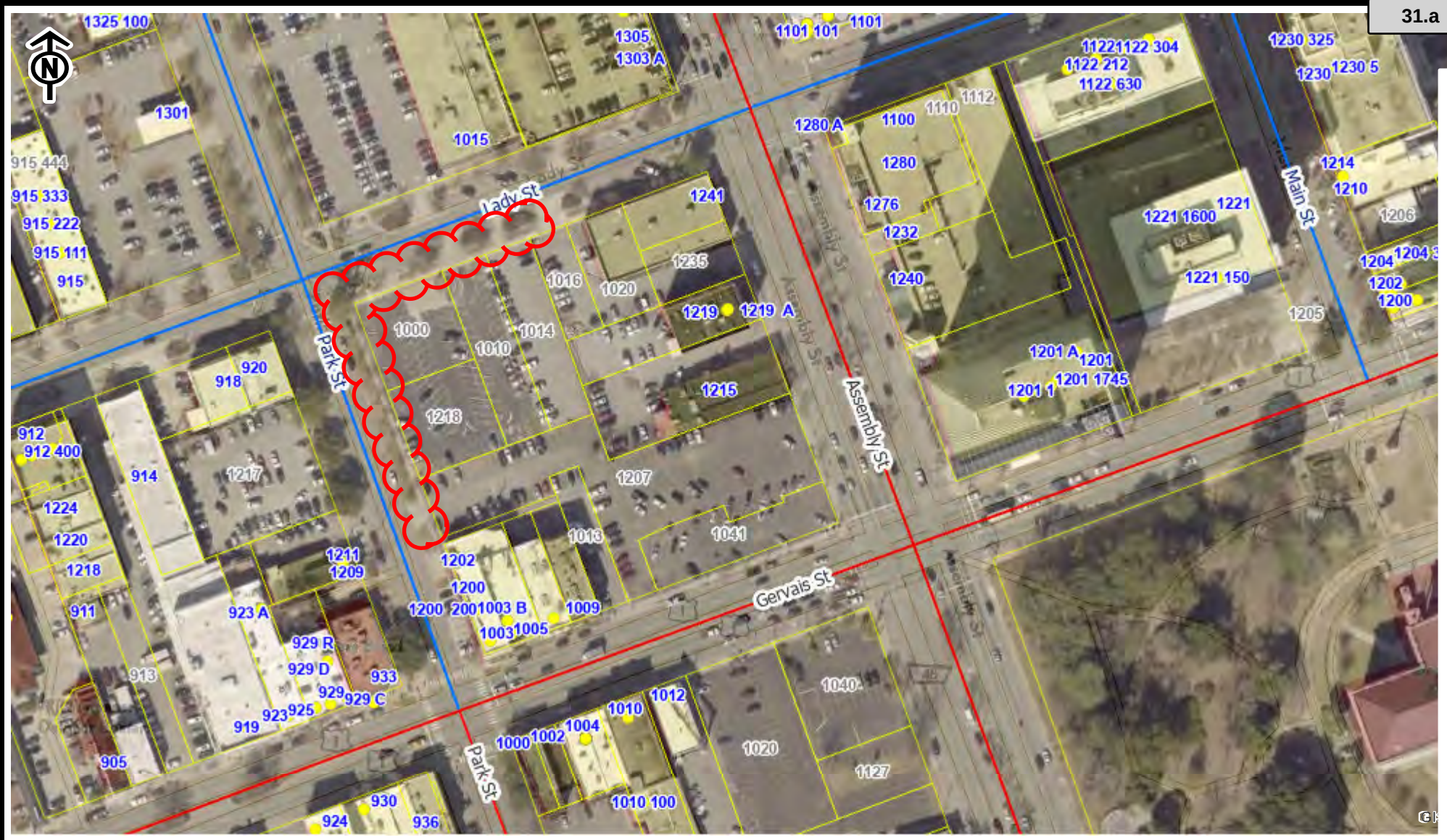
**1000 BLOCK OF LADY STREET AND 1200 BLOCK OF PARK STREET
ADJACENT TO 1000, 1010, 1014 LADY STREET AND 1218 PARK STREET
SIDEWALKS, LANDSCAPING, AND IRRIGATION**

Subject Property:	Right-of-way adjacent to 1000, 1010, 1014 Lady Street and 1218 Park Street
Council District:	2
Proposal:	The applicant is requesting an encroachment for installation and maintenance of sidewalks, landscaping, and irrigation
Applicant:	Casey Gemunder, Choice Hotels
Staff Recommendation:	Approval

Detail:	The applicant is requesting an encroachment for installation and maintenance of a concrete sidewalk approximately two hundred ten (210') feet in length seven (7') feet in width; concrete sidewalk approximately one hundred eighty-three (183') feet in length three (3') feet in width; three (3) concrete sidewalks approximately twelve (12') feet in length three (3') feet in width; driveway approximately twenty-nine (20') feet in length fourteen (14') feet in width; driveway approximately thirty-eight (38') feet in length twenty-eight (28') feet in width; landscaping and irrigation, as shown on the attached drawing; and, Conditions of the proposed encroachment are as follows: 1. No item, including landscaping, shall be placed, planted or allowed to grow such that it creates a visual impediment to persons safely entering or exiting the driveway or to persons safely walking along the sidewalk. The City reserves the right to remove or cut any item located within the right of way which it deems to be a safety hazard. 2. Grantee is responsible for all maintenance and assuring that all accessibility and ADA requirements are met and maintained. 3. Landscaping to be maintained by property owner. 4. Existing irrigation should not spray walkways, sidewalks and streets and/or creating hazardous conditions upon the walkways, sidewalks and streets. 5. Obstructions of more than be four (4') feet in height are prohibited within the sight-visibility triangle. 6. Forestry and Beautification shall be provided access to trees within the right of way for maintenance purposes. 7. All trees shall be protected and no large tree roots shall be removed from any existing
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CITY AGENCY COMMENTS FOR ENCROACHMENT	
Planning	Recommend approval.
Streets	Recommend approval.
Utilities and Engineering	Recommend approval .
Traffic Engineering	Recommend approval.

Forestry	Recommend approval.
Land Development	Recommend approval.
Fire	Recommend approval.



Cambria Hotel City of Columbia



This map was prepared using
the City GIS Viewer:

City of Columbia - GIS Division
Wednesday, August 19, 2020

Address Point

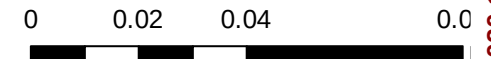
- Active
- Vacant
- Tax Parcel

Street & Ownership

- Interstate

- Highway
- City Maintained
- State Maintained
- - Private
- Others
- Red: Band_1

- Green: Band_2
- Blue: Band_3



CITY OF COLUMBIA GIS DATA DISCLAIMER:

The City of Columbia GIS data represented on this map or plan is the product of the compilation of data produced by others. It is provided for 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.

REQUEST FOR A PERMANENT COMMERCIAL ENCROACHMENT ORDINANCE (INCLUDING OUTDOOR DINING/LANDSCAPING/STUDENT HOUSING)

31.a

For a continuing encroachment on any type of property in which the City has an interest (i.e., rights of way, tree zone, sidewalk, streets), the person or entity is required to have an encroachment ordinance enacted by City Council permitting the encroachment. Encroachment ordinances are required for but not limited to: irrigation systems; landscaping; fencing; walls; pavers; walkways; outdoor dining items (chairs, tables, umbrellas, etc.); awnings; bollards and directional signs (i.e., churches) Business signs are NOT permitted via an encroachment. Encroachments must comply with all existing City codes, rules and regulations, the Americans with Disabilities Act, if applicable, and are subject to review and approval by City staff. Enactment of the encroachment ordinance by a majority vote of City Council, which is a discretionary legislative act, is also required. In order to obtain an encroachment ordinance from the City of Columbia, it will be necessary for the City of Columbia to be named as an additional insured on your insurance policy with limits being increased to \$600,000 as required by Sec. 11-71. It is recommended that you contact your insurance provider to determine if it will name the City of Columbia as an additional insured prior to submitting your request for an encroachment ordinance. If you have any questions concerning these requirements, please contact Chip Timmons with Risk Management, (803) 733-8306 or catimmons@columbiasc.net.

Please complete and submit this form along with photographs and drawings or site plan drawn to scale (including a 8-1/2 x11) to Johnathan Chambers by mail at jechambers@columbiasc.net; fax at 803-343-8779; or mail to Johnathan Chambers, Development Services, POB 147 Columbia, SC 29217, for preparation of an encroachment ordinance. Copies to City departments should be directed to the contact person for that department as shown below.

All work shall comply with the requirements of the City of Columbia and South Carolina Department of Transportation now in existence or hereafter enacted. The materials and type of finish to be used are to be approved by the City Engineer prior to installation. Any damage to the street or sidewalk caused by construction shall be repaired to the satisfaction of the City Manager. Improvements within the encroachment shall be maintained by the grantee at no cost to the City in a manner approved by the City Manager. Property owned, operated and maintained by SCDOT shall comply with SCDOT encroachment requirements.

Date: 07/14/2020 Property Owner: Choice Hotels
Applicant's Name if different from Property Owner: Casey Gemunder
Contact Information: Telephone Number: (301) 628-4396 Fax Number: _____
Mailing address: 1 Choice Hotels Circle, Suite 400 Rockville, Maryland 20850 E-mail address: casey.gemunder@choicehotels.com
Business Name/Development Name for Encroachment: Cambria Hotel

Encroachment type: ☐ Wall ☐ Fence ☐ Columns ☐ Steps ☐ Irrigation System ☒ Landscaping ☒ Driveway ☐ Pavers ☒ Sidewalk/Walkway
Planters ☒ Awning ☒ Underground Utilities Other: Re-stripping of existing parking spaces along Park Street and relocation of two spaces along Lady Street

Dimensions (height/width/length):
(i.e. 6'x42' wooden privacy fence;
two 12'x4'x3' concrete steps)

Construction material: _____

☐ **OUTDOOR DINING:** The Fire Marshal's posted capacity allowed within the business at the time of enactment of the outdoor dining encroachment ordinance shall include the total number of patron seating approved for the outdoor dining encroachment area, if not already included in the posted capacity allowance, so that patrons relocating from inside to the outside or from outside to the inside do not cause the posted capacity to be exceeded.

Hours/days of operation for outdoor dining: _____

Posted Maximum Capacity Allowance (inside/outside combined): _____ No. of chairs outdoors: _____ No. of Tables Outdoors: _____

Do you serve: ☐ Wine ☐ Beer ☐ Liquor SCDOR ABL No.: _____ If not, do you intend to apply for an ABL license? _____

I acknowledge that the adjoining property owners and businesses have been contacted and approve the addition of outdoor dining at this location to include the service of beer, wine and/or liquor if applicable during the business hours noted above, and that any changes made to the business hours, use of the encroachment area or items allowed within the encroachment area will require an amendment to the encroachment ordinance.

Name/Title: _____
Date: _____

I acknowledge that any changes made to the business, hours, use of the encroachment area, or items allowed within the encroachment area, to include obtaining a license to sell beer, wine and/or liquor will require an amendment to the encroachment ordinance.

Name/Title: _____
Date: _____

The proposed ordinance will be sent to the requesting party and City offices for review and approval. Johnathan Chambers will compile the recommendations and forward them to the City Clerk for scheduling before City Council. This process may take from 30-90 days.

CONTACT

Johnathan Chambers
John Fellows
Brian Cook
Jerry Thompson
Fanessa Pinckney
Amy Moore
Robert Harkins
Denny Daniels
Robert Anderson
Robert Sweat
David Brewer
Sara Hollar
John Hooks
Chip Timmons
David Koon
John David Spade
LR: 7/2014

DEPARTMENT

Development Services (Land Development)
Development Services (Planning)
Development Services (Zoning)
Development Services (Building Inspections)
Development Services (Permits)
Development Services (Historic Preservation)
Development Services (Plans Review)
Utilities & Engineering (Construction Management)
Public Works (Administration)
Public Works (Street Division)
Public Works (Traffic Engineering)
Public Works (Forestry & Beautification)
Public Works (Solid Waste)
Risk Management
Fire Department
Parking Services

PHONE

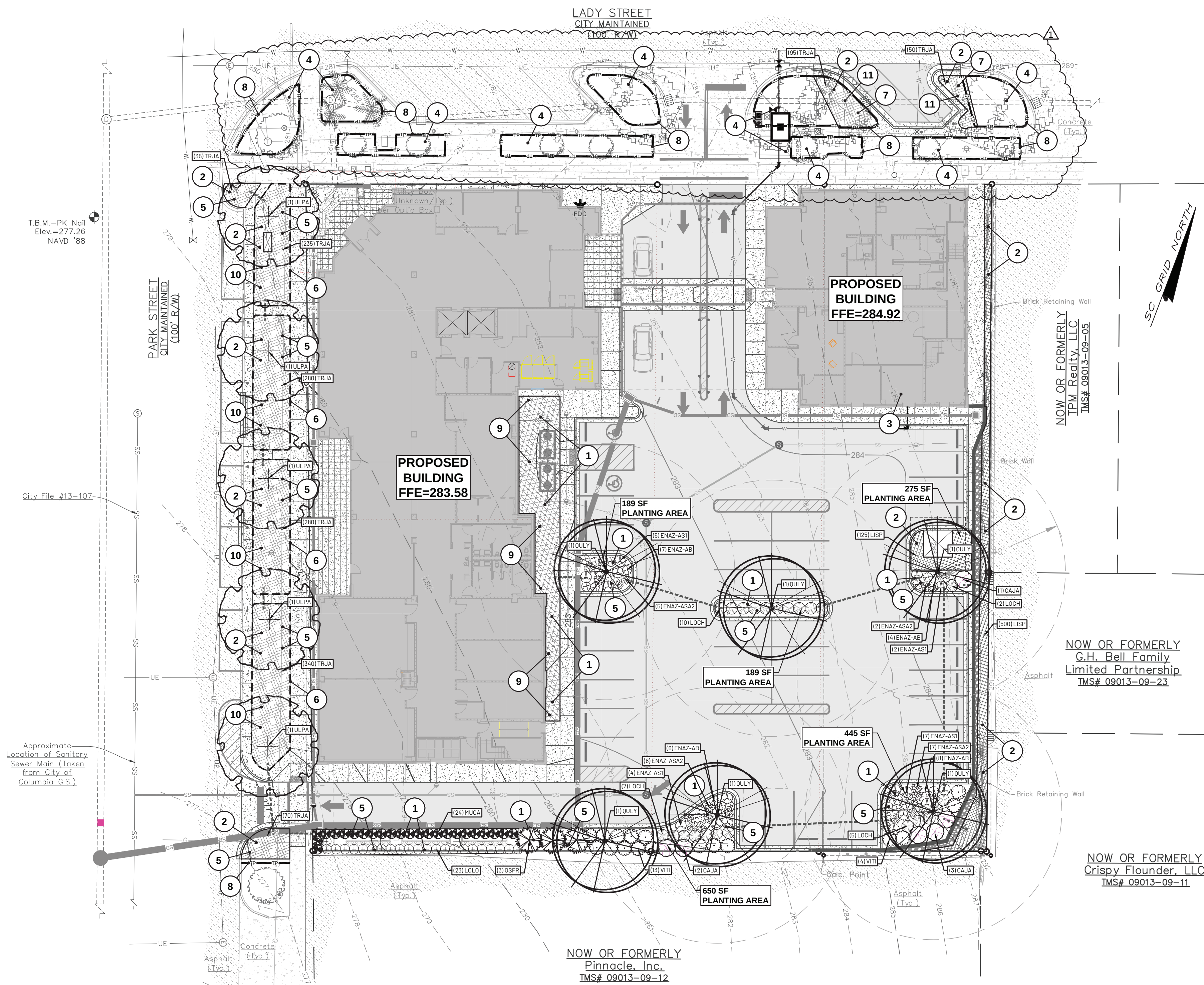
803-545-3333
803-545-3222
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803-545-3400
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803-545-3790
803-545-3850
803-545-3860
803-545-3800
803-733-8306
803-545-3701
803-545-3070

FAX

803-343-8779
803-733-8647
803-733-8647
803-733-8699
803-733-8699
803-733-8647
803-733-8647
803-988-8199
803-733-8648
803-545-3785
803-733-8648
803-733-8648
803-733-8648
803-733-8245
803-401-8839
803-733-8523

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jddaniels@columbiasc.net
raanderson@columbiasc.net
rgsweatt@columbiasc.net
ddbrewer@columbiasc.net
sehollar@columbiasc.net
jphooks@columbiasc.net
catimmons@columbiasc.net
cfdgkoon@columbiasc.net
spade@columbiasc.net



LANDSCAPE NOTES

1. MATERIAL LIST WAS PREPARED FOR ESTIMATING PURPOSES ONLY. CONTRACTOR SHALL MAKE OWN QUANTITY TAKEOFFS USING THE DRAWINGS AND SPECIFICATIONS. ANY DISCREPANCIES SHALL BE REPORTED TO THE LANDSCAPE ARCHITECT IMMEDIATELY. LANDSCAPE ARCHITECT ASSUMES NO LIABILITY FOR QUANTITY DISCREPANCIES.
2. CONTRACTOR TO VERIFY THAT ALL PLANT MATERIALS ARE AVAILABLE, AS SPECIFIED, WHEN PROPOSAL IS SUBMITTED.
3. CONTRACTOR SHALL STAKE OUT ALL SHRUB BED LINES, TREE LOCATIONS AND SHRUB GROUPINGS FOR APPROVAL BY LANDSCAPE ARCHITECT BEFORE COMMENCING PLANTING OPERATIONS. NOTIFY LANDSCAPE ARCHITECT 24 HOURS PRIOR TO PLANTING.
4. ALL DISTURBED AREA IN PLANT BEDS TO RECEIVE 3" OF TRIPLE GROUND, HARDWOOD BARK MULCH, AGED A MINIMUM OF 6 MONTHS. TREES NOT LOCATED WITHIN A PLANT BED SHALL RECEIVE A 5" DIAMETER SAUCER OF TRIPLE SHREDED HARDWOOD BARK MULCH THAT IS 8" DEEP. PULL BACK MULCH 6" FROM ROOT FLARE / TRUNK.
5. CONTRACTOR TO MAINTAIN ALL AREAS WITHIN THE LIMITS OF WORK FOR THE DURATION OF CONSTRUCTION.
6. IN THE PLANT SCHEDULE, PLANTS NOTED AS SPECIMEN SHALL BE SELECTED BY THE LANDSCAPE ARCHITECT AND FLAGGED AT THE NURSERY. THE TREES NOTED AS MULTI-STEM OR MULTI-TRUNK SHALL HAVE NO LESS THAN 3 STEMS AND NO MORE THAN 5 STEMS OR TRUNKS. MULTI-STEM TREES WITH LESS THAN 3 OR MORE THAN 5 STEMS WILL BE REJECTED.
7. PRE-EMERGENT HERBICIDE SUCH AS 'PREEM' OR EQUAL SHALL BE APPLIED TO PLANTING AREAS IMMEDIATELY FOLLOWING LANDSCAPE INSTALLATION, AND PRIOR TO MULCHING, ACCORDING TO THE MANUFACTURER'S INSTRUCTIONS.
8. CENTERS OF PLANT MATERIAL SHOULD BE LOCATED NO CLOSER THAN 2' FROM THE FOUNDATION OF ANY BUILDING. ADJUST LOCATION OF PLANT MATERIAL TO AVOID PLACEMENT IN FRONT OF GUTTER DRAINS.
9. CONTRACTOR TO VERIFY WITH LANDSCAPE ARCHITECT THAT ADEQUATE SURFACE AND PLANT PIT DRAINAGE EXISTS PRIOR TO PLANTING.
10. ALL TREES, SHRUBS AND PLANTS SHALL BE TYPICAL FOR THE SPECIES IN FORM AND COLOR; FREE FROM DAMAGE AND DISEASE AND SHALL BE U.S. NURSERY STANDARD #1 OR BETTER.
11. TREES 2" CALIPER AND LARGER WILL ONLY BE ACCEPTED FROM LANDSCAPE ARCHITECT APPROVED NURSERIES. SEE NURSERY NOTES.
12. IF INSTALLED PLANTS SETTLE OR FALL OUT OF PLUMB POSITION CONTRACTOR WILL STRAIGHTEN THE PLANTS BY MAKING ADJUSTMENTS TO THE POSITION OF THE ROOTBALL AND NOT BY PUSHING OR PULLING ON THE TRUNK, OR BY TIGHTENING THE GUYWIRES. TREES SHALL BE STRAIGHTENED DURING THE DURATION OF THE PROJECT AS THEY GET OUT OF PLUMB, UNTIL THE FINAL INSPECTION OR CERTIFICATE OF OCCUPANCY IS GRANTED, WHICHEVER IS LONGER.
13. BALL DEPTHS ON SOME TREES IN A SINGLE GROUP MAY VARY. THE TOP OF ROOTBALLS ARE TO BE SET 2" ABOVE FINISHED GRADE. IF DEPTHS VARY, ALL TREES IN A GROUP SHOULD BE SET SO THAT THE BASE OF THE TRUNKS WILL APPEAR TO BE AT THE SAME RELATIVE ELEVATION ABOVE GRADE.
14. NO DECIDUOUS OR EVERGREEN TREE WILL BE ACCEPTED IF THERE IS MORE THAN ONE LEADER, UNLESS THE TREE IS DESIGNATED AS MULTI-STEM OR MULTI-TRUNK.
15. ALL SAUCERS SHALL BE SOAKED WITH WATER AND MULCHED IMMEDIATELY FOLLOWING INSTALLATION.
16. ALL ROOT BALLS REMOVED FROM CONTAINERS SHALL BE SCARIFIED PRIOR TO BACKFILLING.
17. ANY AND ALL EXISTING BUFFERS ARE TO BE MAINTAINED AND PROTECTED THROUGHOUT THE DURATION OF CONSTRUCTION, UNLESS OTHERWISE NOTED ON THE PLANS. ANY DAMAGE TO PROTECTED BUFFERS WILL BE REPAIRED AT THE CONTRACTOR'S EXPENSE.
18. NO PLANT MATERIAL SUBSTITUTIONS WILL BE ACCEPTED WITHOUT APPROVAL BY THE LANDSCAPE ARCHITECT PRIOR TO INSTALLATION.
19. UPON COMPLETION OF ALL LANDSCAPING, AN INSPECTION FOR ACCEPTANCE OF THE WORK SHALL BE HELD. THE CONTRACTOR SHALL NOTIFY THE LANDSCAPE ARCHITECT AND OWNER OF THE INSPECTION AT LEAST 7 BUSINESS DAYS PRIOR TO THE ANTICIPATED INSPECTION DATE.
20. ALL PLANT MATERIAL SHALL BE GUARANTEED FOR 12 MONTHS FROM THE DATE OF ACCEPTANCE. REPLACEMENTS SHALL BE GUARANTEED FOR AN ADDITIONAL 12 MONTHS.
21. LANDSCAPE ARCHITECT OR OWNER SHALL HAVE THE RIGHT, AT ANY STAGE OF THE CONSTRUCTION OPERATION, TO REJECT ANY AND ALL WORK WHICH, IN HIS OPINION, DO NOT MEET THE REQUIREMENTS OF THESE PLANS OR SPECIFICATIONS.
22. ALL PROPOSED TREES ARE TO BE INSTALLED EITHER COMPLETELY INSIDE OR COMPLETELY OUTSIDE OF PLANTING BEDS. PLANT BED LINES ARE NOT TO BE OBSTRUCTED (EVEN BY EXISTING TREES). BED LINES MUST MAINTAIN A MINIMUM DISTANCE OF 4'-0" FROM EXISTING TREE TRUNKS, UNLESS OTHERWISE APPROVED BY THE LANDSCAPE ARCHITECT.
23. THE CONTRACTOR SHALL COORDINATE WITH UTILITY, LIGHTING AND IRRIGATION CONTRACTORS REGARDING THE INSTALLATION OF PLANT MATERIAL.
24. THE CONTRACTOR SHALL ENSURE THAT HIS WORK DOES NOT INTERRUPT ESTABLISHED OR PROJECTED DRAINAGE PATTERNS.
25. SEE TREE, SHRUB AND GROUND COVER PLANTING DETAILS AND SPECIAL PROVISIONS IN THE PLANTING SPECIFICATIONS.
26. THE CONTRACTOR IS RESPONSIBLE FOR TEMPORARY SEEDING OR MULCHING ALL DISTURBED AREAS WITHIN THE LIMIT OF WORK TO CONTROL SOIL EROSION.
27. CONTRACTOR IS RESPONSIBLE FOR ENSURING THAT ALL INSTALLED PLANT MATERIAL RECEIVES ADEQUATE AND REGULAR WATERINGS.
28. CONTRACTOR SHALL TEST SOIL PH AND CONDITIONS FOR ALL SOD AND SEEDED AREAS TO ENSURE THAT PROPER SOIL REQUIREMENTS ARE MET. PLANTING BED SOILS SHALL BE AMENDED BY CONTRACTOR AS INDICATED BY SOIL TEST AND SPECIFICATIONS TO ACHIEVE PROPER SOIL CONDITIONS PRIOR TO PLANTING.
29. IRRIGATION SHALL BE DESIGN-BUILD ACCORDING TO THE DESIGN-BUILD NOTES ON THIS SHEET. CONTRACTOR TO FORWARD DESIGN TO LANDSCAPE ARCHITECT FOR REVIEW AND APPROVAL PRIOR TO INSTALLATION.
30. ALL PLANTINGS SHALL BE MECHANICALLY IRRIGATED.

LANDSCAPE REQUIREMENTS

1. Tree Survey Provided - no grand trees exist on the site.
2. Tree Density Factor (DF):
Commercial site: 30 trees/AC = 1.01 AC x 30 = 30 units required
Existing Tree Credits = 0
Required replacement credits for Grand Trees removed = 0
Total required DFS units including replacement credits = 30
Total credits for proposed trees: 11 trees x 2 credits (4" caliper) = 22
Total Units to be satisfied via payment-in-kind: 8
*If the site is deficient in density units the contractor is responsible for coordinating with the City of Columbia on the payment-in-kind amount needed to satisfy the DFS requirement.
3. Street Treeplanting Yard (STTY)
(Street Treeplanting Yard requirement satisfied via existing and proposed street tree plantings within the Right-of-Way)
Lady Street frontage:
Existing vegetation: 10 trees/AC
Park Street frontage:
205'4" frontage
205'4" = 5 Trees required and provided
No Buffer: Transition Yards are required as the use for this development is of the same intensity as neighboring properties.
4. Buffer: Transition Yard (TY)
No Buffer: Transition Yards are required as the use for this development is of the same intensity as neighboring properties.
5. Vehicular Surface Area (VSA)
18,300 SF proposed VSA
1 tree/200 SF = 18.300/200 = 9 trees required and provided
Shrubs, groundcover or turf shall be planted so that a minimum of 60% coverage is achieved in the terrestrial landscape areas.
*All parking spaces shall be located no further than 40' from the trunk of a shade tree.
*VSA shall be screened from view from adjacent R/W by an opaque screen of evergreen shrubs min. 2' height at planting if applicable.
6. Screening of Trash Collection areas and Utility Service areas:
N/A

9. DISCRETIONARY LANDSCAPE AREA, (BY OTHERS)
10. EXISTING TREES IN THIS LOCATION SHALL BE COMPLETELY REMOVED TO INCLUDE ALL ROOTS AND LARGER
11. TREE ROOTS TO BE REMOVED TO ACCOMMODATE CONSTRUCTION IN PROTECTED ZONE OF SAVED TREES ARE TO BE REMOVED IN A MANNER CONSISTENT WITH SAVED TREES AND PROTECTED ZONE NOTES ON THIS SHEET. (SEE ALSO ATTACHED SPECIFICATION SECTION 015639 TREE PROTECTION)

CODING LANDSCAPE NOTES

1. 3" TRIPLE HAMMERED HARDWOOD BARK MULCH IN ALL LANDSCAPE AREAS (TYP.)
2. 2" TRIPLE HAMMERED HARDWOOD BARK MULCH IN GROUND COVER (JASMINE AND LIROPE) BEDS.
3. IRRIGATION CONTROLLER LOCATION - CONTRACTOR SHALL COORDINATE WITH THE OWNER ON OPTIMAL LOCATION.
4. PRIOR TO STARTING CONSTRUCTION THE CONTRACTOR SHALL PROVIDE AN ARBORIST'S REPORT PER ATTACHED SPECIFICATION SECTION 015639 TREE PROTECTION. THE REPORT SHALL PROVIDE RECOMMENDATIONS FOR PROTECTION, WATERING, FERTILIZATION, MAINTENANCE AND/OR REMOVAL OF ALL TREES WITHIN THE PROPOSED TREE PROTECTION FENCE IN THE LADY STREET RIGHT-OF-WAY FOR THE ENTIRE PERIOD OF CONSTRUCTION AND THE ONE YEAR PLANT WARRANTY PERIOD AFTER CONSTRUCTION IS COMPLETE. SUBMIT ARBORIST'S REPORT TO LANDSCAPE ARCHITECT AND CITY OF COLUMBIA FORESTRY DEPARTMENT FOR REVIEW PRIOR TO COMMENCING WORK.
5. EXISTING SOIL SHALL BE TILLED AND SCARIFIED TO A MINIMUM DEPTH OF 12 INCHES AND AMENDED PER THE SOIL SPECIFICATIONS ON THIS PLAN PRIOR TO PLANTING. LOCATE ALL UTILITIES PRIOR TO COMMENCING.
6. 18" ROOT BARRIER BY "DEEP ROOT" IN THIS LOCATION, INSTALLED ADJACENT TO SIDEWALK OR CURB AND GUTTER. SEE PLANS FOR LOCATIONS AND EXTENT.
7. REPLACE OR ADD ASIATIC JASMINE AS NECESSARY DUE TO NEW CONSTRUCTION.
8. TREE PROTECTION FENCE (SEE DETAIL ON SHEET L2) IT IS THE CONTRACTOR'S RESPONSIBILITY TO PROTECT THE EXISTING LANDSCAPE AS SHOWN. ANY DAMAGE TO THE EXISTING LANDSCAPE DUE TO DEMOLITION OR CONSTRUCTION ACTIVITIES SHALL BE REPLACED TO THE SATISFACTION OF THE CITY OF COLUMBIA FORESTRY DEPARTMENT AND THE OWNER AND AT THE CONTRACTOR'S EXPENSE. IN THE EVENT OF A CONFLICT OR A TREE HAS BEEN DAMAGED OR COULD BE DAMAGED BY NECESSARY CONSTRUCTION ACTIVITY THE CONTRACTOR SHALL CONTACT THE LANDSCAPE ARCHITECT AND THE CITY OF COLUMBIA FORESTRY DEPARTMENT SO THAT AN ON-SITE MEETING CAN BE ARRANGED TO DETERMINE A SOLUTION.

SAVED TREES AND PROTECTED ZONE NOTES

1. ALL CONSTRUCTION ACTIVITY WITHIN THE PROTECTED ZONE OF A SAVED TREE SHALL COMPLY WITH SECTION 015639 TREE PROTECTION SPECIFICATIONS UNLESS OTHERWISE CALLED OUT ON THIS PLAN OR IN THE ARBORIST'S REPORT.
2. REMOVAL OF ASPHALT, CONCRETE AND ALL OTHER ITEMS TO BE DEMOLISHED WITHIN THE PROTECTED ZONE OF A SAVED TREE SHALL BE ACCOMPLISHED WITHOUT ENCRoACHING UPON THE PROTECTED ZONE WITH ANY MOTORIZED, TRACKED OR WHEELED VEHICLES OR EQUIPMENT. SHOULD LARGE EQUIPMENT BE USED TO BREAK UP AND DEMOLISH ITEMS WITHIN THE PROTECTED ZONE, GREAT CARE IS TO BE TAKEN NOT TO DAMAGE THE ROOTS OR THE TREE ITSELF. REMOVAL OF MATERIAL SHALL BE BY HAND.
3. ANY DAMAGE TO THE TREE PROTECTION FENCING OR SAVED TREES CAUSED BY DEMOLITION OR CONSTRUCTION ACTIVITIES SHALL BE REPAIRED IMMEDIATELY AND AT THE CONTRACTOR'S EXPENSE. REPAIR TO DAMAGED TREES SHALL BE ACCORDING TO STANDARD ARBORICULTURAL TECHNIQUES RECOGNIZED BY THE INTERNATIONAL SOCIETY OF ARBORICULTURE. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO ENGAGE AN ARBORIST TO CONSULT IN THE REPAIR AND CARE OF THE DAMAGED TREES.
4. MITIGATION OF SAVED TREES DESTROYED BY DEMOLITION OR CONSTRUCTION ACTIVITIES SHALL BE AT THE CONTRACTOR'S EXPENSE AND ACCORDING TO DIVISION 13 OF THE CITY OF COLUMBIA ZONING ORDINANCE, SEC. 17-421 AND SEC. 17-422.
5. ANY ROOTS OF SAVED TREES THAT MUST BE CUT SHALL BE DONE SO DELIBERATELY AND IN A CLEAN NEAT FASHION USING A SAW, PRUNING SHEARS OR OTHER TOOL. ALL CUTS SHALL BE MADE AT AN ANGLE. ALL CUTS SHALL BE PRUNE TREES SHALL BE CLEAN AND SHARP. NO TREE PAINT OR SEALANTS SHALL BE USED. STOCKPILING OF CONSTRUCTION AND EXCAVATION MATERIALS WITHIN THE PROTECTED ZONE OF A SAVED TREE IS STRICTLY PROHIBITED. REFERENCE TO SPECIFICATION SECTION 015639 TREE PROTECTION.
6. TEMPORARILY COVER ROOTS EXPOSED DURING DEMOLITION OR CONSTRUCTION WITH WET BURLAP TO PREVENT ROOTS FROM DRYING OUT. COVER ROOTS WITH SOIL AS SOON AS POSSIBLE.
7. TEMPORARY TREE PROTECTION FENCING SHALL BE A MINIMUM 48" COMMERCIAL GRADE ORANGE EXTRUDED PLASTIC FENCING. SEE DETAIL.
8. WHERE SILT FENCE CROSSES TREE PROTECTION FENCING, INSTALL TREE PROTECTION FENCING AROUND SILT FENCING SUCH THAT THE SILT FENCE IS CONTINUOUS.
9. ALL UTILITIES THAT ARE TO BE INSTALLED WITHIN THE PROTECTED ZONE OF A SAVED TREE SHALL BE VIA DIRECTIONAL BORING. CONDUCT ALL WORK IN THE VICINITY OF THE PROTECTED ZONE OF SAVED TREES PER SPECIFICATION SECTION 015639 TREE PROTECTION, PROVIDED AS PART OF THESE CONSTRUCTION DOCUMENTS.

REFERENCES:

1. BOUNDARY PLAT & TOPOGRAPHIC MAP PREPARED FOR CHOICE HOTELS INTERNATIONAL, INC., BY COX AND DINKINS, INC., DATED DECEMBER 12, 2020
2. ALTANPS LAND TITLE SURVEY FOR 1000, 1010, & 1014 LADY ST, 1218 PARK ST, PREPARED BY BLEW & ASSOCIATES, P.A., DATED OCTOBER 31, 2019.

GENERAL NOTES:

1. THE SUBJECT PROPERTY IS IDENTIFIED AS RICHLAND COUNTY TAX MAP PARCELS TMS# 09013-09-01, 02, 04, & 22.
2. TOTAL AREA OF SUBJECT PROPERTY IS 1.01 ACRES.
3. ZONING OF THE SUBJECT PARCELS TMS# 09013-09-01, 02, 04, & 22 IS "M-1".
4. THE LOCATIONS OF UNDERGROUND UTILITIES SHOWN HEREIN ARE APPROXIMATE. THE LOCATIONS OF OTHER UNDERGROUND UTILITIES AND THEIR SERVICES ARE UNKNOWN. CONTRACTOR SHALL LOCATE ALL UTILITIES PRIOR TO CONSTRUCTION.
5. THIS PROPERTY IS LOCATED IN FLOOD ZONE X PER FLOOD INSURANCE RATE MAP NUMBER 45079C0243L, REVISED DECEMBER 21, 2017, BY SCALED LOCATION AND GRAPHIC PLATTING ONLY.
6. IT IS THE CONTRACTOR'S RESPONSIBILITY TO VERIFY THAT THEY AND THEIR SUBCONTRACTORS HAVE THE CORRECT MOST UP-TO-DATE PLANS AVAILABLE.
7. ALL SIDEWALKS, STRIPES AND SIGNAGE SHALL BE ADA AND MUTCD COMPLIANT.
8. ALL DIMENSIONS ARE TO FACE OF CURB UNLESS OTHERWISE NOTED.

TOPSOIL SPECIFICATIONS

1. Natural, friable, loamy soil characteristic of productive soil in vicinity. It shall be reasonably free of stones larger than 1 inch, clay lumps, roots, toxic substances, debris, and other foreign matter harmful to plant growth.
 - a. Shall contain not less than 15 percent nor more than 40 percent organic matter by volume as determined by loss on ignition of samples oven dried to constant weight at 212 F.
 - b. pH range: Amended and imported topsoil shall have a pH range of 6.0 to 7.0.
 - c. Completion of Soil passing No. 10 Sieve:
 - i. Sand: 20 to 80 percent
 - ii. Silt: 10 to 40 percent
 - iii. Clay: 10 to 15 percent
 - d. Utilize on-site stockpiled topsoil as required to complete the work. Topsoil not meeting the above requirements shall be amended according to the above.
 - e. Provide imported topsoil material as required to complete the work. Obtain rights and pay all costs for imported materials.
 - f. Obtain soil amendment and fertilization recommendations from testing agency for the plant materials specified for the project.
2. Soil Conditioning Materials:
 - a. Aluminum Sulfate: Unadulterated, in manufacturer's original, unopened container labeled with analysis and net weight. Use to acidify soil (lower pH) as recommended by soils test report.
 - b. Limestone: Raw, ground agricultural limestone, containing at least 90 percent calcium carbonate; 90 percent shall pass No. 10 sieve and 50 percent shall pass No. 50 sieve. Use to decrease acidity of soil (raise pH) as recommended by soils test report.
3. Fertilizer:
 - a. Superphosphate: Soluble mixture of treated minerals; 20% available phosphoric acid.
 - b. Commercial Fertilizers: Conforming to applicable Federal and State law, uniform as to composition, dry, free-flowing, and delivered to site in original unopened containers. Application rate and minimum analysis shall be as recommended by soils test report.
4. Mulch:
 - a. Triple Hammered Hardwood Bark Mulch: aged at least 6 months, free of soil, aggregates and harmful or extraneous matter.

NOTE:
INFORMATION REGARDING THE REPUTED PRESENCE, SIZE, CHARACTER AND LOCATION OF EXISTING UNDERGROUND UTILITIES AND STRUCTURES SHOWN ON THESE PLANS MAY HAVE BEEN PROVIDED TO COX AND DINKINS, INC. FROM LOCAL UTILITY COMPANIES. THERE IS NO CERTAINTY OF THE ACCURACY OF THIS INFORMATION AND IT SHALL BE CONSIDERED IN THAT LIGHT BY THOSE USING THIS DRAWING. HOWEVER, COX AND DINKINS, INC. HAS NO NOTICE OR KNOWLEDGE OF ANY FACTS THAT WOULD LEAD US TO CONCLUDE THAT THE INFORMATION IS NOT ACCURATE. FURTHERMORE, OTHER UTILITIES AND STRUCTURES NOT SHOWN ON THESE PLANS MAY BE ENCOUNTERED. THE OWNER, HIS EMPLOYEES, HIS CONSULTANTS, HIS AGENTS AND HIS CONTRACTORS SHALL HEREBY DISTINGUISHLY UNDERSTAND THAT COX AND DINKINS, INC. IS NOT RESPONSIBLE FOR THE CORRECTNESS OR SUFFICIENCY OF THE UNDERGROUND INFORMATION, INFORMATION WITH RESPECT TO ABOVE GROUND MONUMENTS OR SUCH UTILITIES IS BASED UPON ACTUAL FIELD MEASUREMENTS AND OBSERVATIONS, AND IS SHOWN HEREON.

The Palmetto Utility Protection Service, Inc.
3 DAYS BEFORE DIGGING IN SOUTH CAROLINA
CALL 811
CONTRACTOR SHALL CONTACT THE UNDERGROUND LOCATORS EVERY 10 DAYS FOR AN UPDATE TO UTILITY LOCATIONS.

IRRIGATION DESIGN-BUILD

- ALL PLANTINGS SHALL BE MECHANICALLY IRRIGATED**
- NO DRIP IRRIGATION SHALL BE ALLOWED UNLESS IT CAN BE DEMONSTRATED TO THE LANDSCAPE ARCHITECT THAT THE SYSTEM CAN MAINTAIN A MINIMUM PRESSURE OF 25 PSI WHEN ALL ZONES ARE IN FULL USE. DRIP IRRIGATION INSTALLED WITHOUT PRIOR APPROVAL OF THE LANDSCAPE ARCHITECT AND DEMONSTRATION OF THE APPROPRIATE PRESSURES SHALL BE REMOVED AND REPLACED AT THE CONTRACTOR'S EXPENSE.
1. ALL IRRIGATION EQUIPMENT TO BE RAINBIRD OR APPROVED EQUAL.
 2. USE A DIGITAL CONTROLLER.
 3. FREEZE AND RAIN SENSORS SHALL BE INSTALLED ON THE SYSTEM.
 4. ALL PIPE SHALL BE CL200.
 5. ALL FITTINGS SHALL BE SCHEDULE 40.
 6. ALL GLUED JOINTS SHALL BE CLEANED WITH PURPLE PRIMER PRIOR TO APPLICATION OF PVC GLUE.
 7. MAINS SHALL HAVE A MINIMUM OF 24" OF COVER WITH METALLIC MARKING TAPE.
 8. IRRIGATION LATERALS SHALL HAVE A MINIMUM OF 18" OF COVER.
 9. WATER LAWN AREAS SEPARATELY FROM TREES AND SHRUBS. SET A SEPARATE ZONE(S).
 10. TREES SHALL HAVE SEPARATE SYSTEM AND MINIMUM 2 BUBBLERS PER ROOT BALL. LARGER TREES OVER 3" IN CALIPER SHOULD HAVE 3 BUBBLERS PER ROOT BALL.
 11. ONCE PLANTS ARE ESTABLISHED IRRIGATION CAN BE TURNED OFF AND ONLY RUN IN PERIODS OF PROLONGED DROUGHT DEFINED AS 45 DAYS WITHOUT AT LEAST 3" OF RAINFALL.
 12. FOR ASSISTANCE WITH DESIGN AND SPECIFICATIONS CONTACT WWW.RAINBIRD.COM

NURSERY NOTES

- THE FOLLOWING ARE ACCEPTABLE NURSERIES FOR SPECIMEN TREES 2" CALIPER AND ABOVE, AS WELL AS CRAPE MYRTLES.
1. CHERRY LAKE TREE FARM (803)429-2171
 2. SHADY GROVE NURSERIES (800)849-5723
 3. SELECT TREES, INC. (800)486-7353
 4. BOLD SPRINGS NURSERIES (478)783-4975
 5. LONG BRANCH NURSERY (803)695-0588
- "TREES WILL NOT BE ACCEPTED FROM ANY OTHER NURSERIES WITHOUT PRIOR WRITTEN APPROVAL FROM THE LANDSCAPE ARCHITECT. CONTACT LANDSCAPE ARCHITECT FOR UPDATED LIST OF APPROVED NURSERIES, AS QUALIFIED NURSERIES MAY BE ADDED IF NECESSARY."
- "IN THE PLANT SCHEDULE, PLANTS NOTED AS SPECIMEN SHALL BE SELECTED BY THE LANDSCAPE ARCHITECT AND FLAGGED AT THE NURSERY. CONTRACTOR SHALL SUBMIT PHOTOGRAPHS OF THE PROPOSED SPECIMEN TREES TO THE LANDSCAPE ARCHITECT FOR ACCEPTANCE OR REJECTION PRIOR TO PURCHASE. PHOTOGRAPHS SHOULD CLEARLY SHOW THE OVERALL SHAPE AND FORM OF THE TREE (INCLUDE MEASURING STICK), THE BARK, A STRONG CENTRAL LEADER, BRANCHING HABIT AND LEAVES."
- "TREES THAT ARE ANTICIPATED TO BE INSTALLED FROM MAY 1 THROUGH SEPTEMBER 30 SHALL BE CONTAINER GROWN BY THE NURSERY. IF CONTAINERIZED TREES ARE NOT AVAILABLE THE TREES SHALL BE PRE-DUG AND HARDENED OFF FOR A MINIMUM OF 3 MONTHS PRIOR TO PLANTING. PRE-DUG TREES SHALL EXHIBIT VIGOROUS FIBROUS ROOT SYSTEM GROWTH PRIOR TO BEING ACCEPTED BY THE LANDSCAPE ARCHITECT."

CITY OF COLUMBIA R/W NOTE:

1. ALL WORK PERFORMED WITHIN A CITY OF COLUMBIA RIGHT-OF-WAY SHALL COMPLY WITH THE APPROVED CITY OF COLUMBIA ENCROACHMENT PERMIT. ANY DAMAGE TO PAVEMENT, CURB AND GUTTER, UTILITIES, LANDSCAPING AND ANY OTHER ELEMENT SHALL BE REPAIRED OR REPLACED TO THE SATISFACTION OF THE CITY OF COLUMBIA AND ACCORDING TO ALL APPLICABLE CODES AND ORDINANCES AT THE CONTRACTOR'S EXPENSE.

LANDSCAPE LEGEND

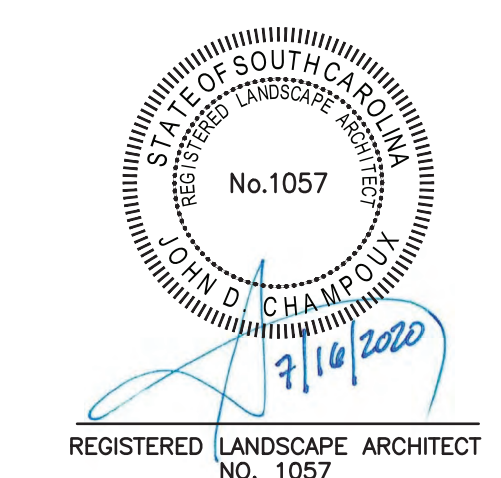
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|--|---|
| | CAJA - CAMELIA |
| | VITI - SPRING BOUQUET VIBURNUM |
| | ENAZ-AB - AUTUMN BONIFIRE ENCORE AZALEA |
| | ENAZ-AS1 - AUTUMN STARLITE ENCORE AZALEA |
| | ENAZ-AS2 - AUTUMN SUNBURST ENCORE AZALEA |
| | LOCH-P - PURPLE DIAMOND CHINESE FRINGE FLOWER |
| | LOLO - DWARF MAT RUSS 'BREEZE' |
| | MUSCA - PINK MUHLY GRASS |
| | OUSFR - FRAGRANT TEA OLIVE |
| | CREEPING LIROPE |
| | TRJA - ASIATIC JASMINE |
| | TREE PROTECTION FENCE. (SEE DETAIL ON SHEET L2) |
| | 18" ROOT BARRIER BY "DEEP ROOT" OR APPROVED EQUAL |



**CAMBRIA HOTEL
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CERTIFICATE OF AUTHORIZATION SEAL

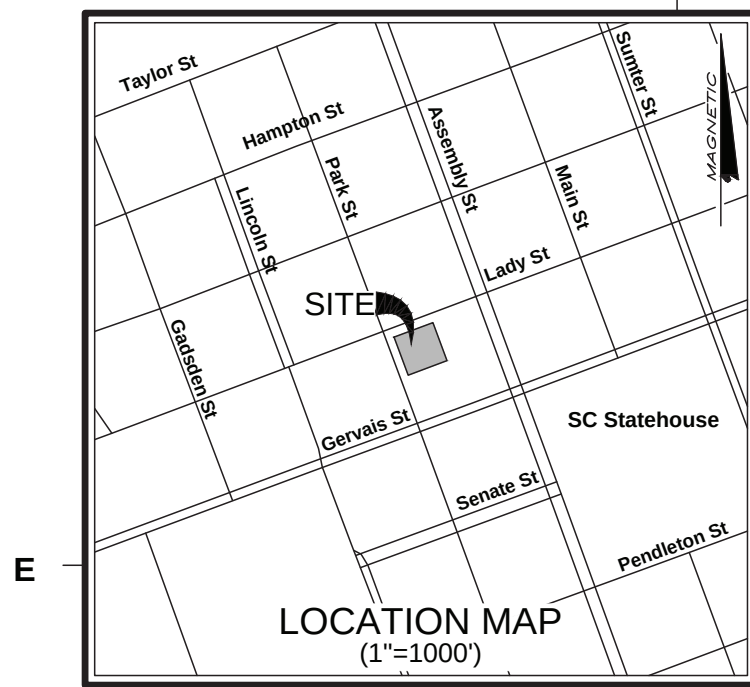
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REVISIONS:	No.	Description	Date
1	1	Revised Per City of Columbia Comments	07/16/2020

PROJECT: 2152-197300
DATE: CADD #2162
5/26/2020

LANDSCAPE PLAN

L-1



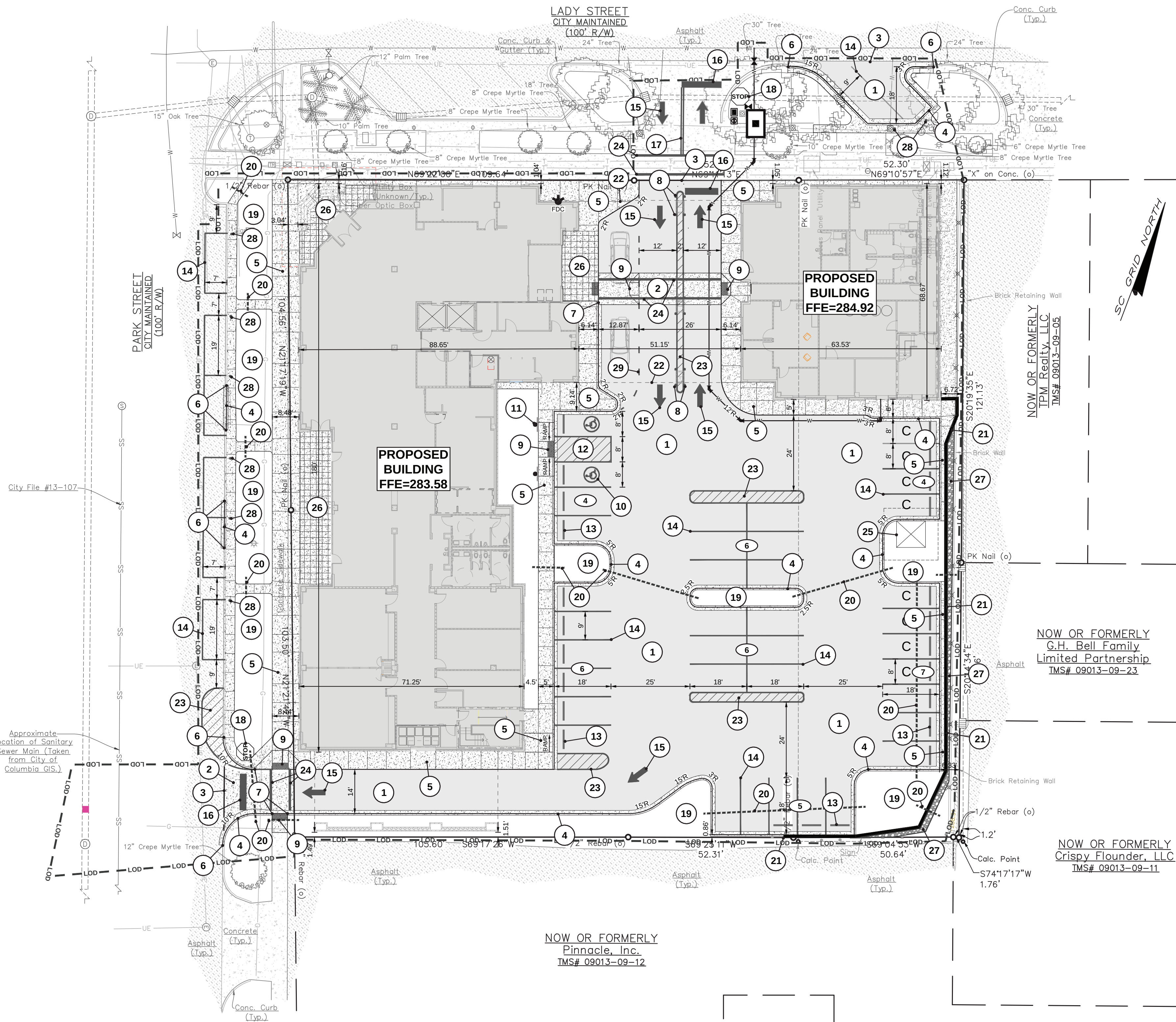
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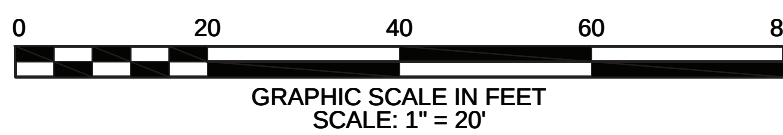
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NOTE:
INFORMATION REGARDING THE REPUTED PRESENCE, SIZE, CHARACTER AND LOCATION OF EXISTING UNDERGROUND UTILITIES AND STRUCTURES SHOWN ON THESE PLANS MAY HAVE BEEN PROVIDED TO COX AND DINKINS, INC. FROM LOCAL UTILITY COMPANIES. THERE IS NO CERTAINTY OF THE ACCURACY OF THIS INFORMATION AND IT SHALL BE CONSIDERED IN THAT LIGHT BY THOSE USING THIS DRAWING. HOWEVER, COX AND DINKINS, INC. HAS NO NOTICE OR KNOWLEDGE OF ANY FACTS THAT WOULD LEAD US TO CONCLUDE THAT THE INFORMATION IS NOT ACCURATE. FURTHERMORE, OTHER UTILITIES AND STRUCTURES NOT SHOWN ON THESE PLANS MAY BE ENCOUNTERED. THE OWNER, HIS EMPLOYEES, HIS CONSULTANTS, HIS ASSIGNS AND HIS CONTRACTORS SHALL HEREBY DISTRICTLY UNDERSTAND THAT COX AND DINKINS, INC. IS NOT RESPONSIBLE FOR THE CORRECTNESS OR SUFFICIENCY OF THE UNDERGROUND INFORMATION. INFORMATION WITH RESPECT TO ABOVE GROUND MONUMENTS OR SUCH UTILITIES IS BASED UPON ACCURATE FIELD MEASUREMENTS AND OBSERVATIONS, AND IS SHOWN HEREON.

The Palmetto Utility Protection Service, Inc.
South Carolina 811
3 DAYS BEFORE DIGGING IN SOUTH CAROLINA
CALL 811
CONTRACTOR SHALL CONTACT THE UNDERGROUND LOCATORS EVERY 10 DAYS FOR AN UPDATE TO UTILITY LOCATIONS.



PAVEMENT LEGEND

1	STANDARD DUTY ASPHALTIC CONCRETE PAVEMENT (SEE DETAIL)	2	STANDARD DUTY CONCRETE PAVEMENT (SEE DETAIL)
PARKING DATA VEHICULAR PARKING REQUIRED (1 Vehicular spaces per bedroom) 1 x 144 bedrooms = 144 required (BOZA Approved Reduction)		VEHICULAR PARKING PROVIDED ACCESSIBLE SPACES = 2 STANDARD SPACES (9'x18') = 28 COMPACT SPACES (8'x18') = 8 TOTAL = 40 spaces provided	
		NUMBER OF VEHICULAR PARKING SPACES C COMPACT SPACE	

NOTES REGARDING STRIPING:

- ALL PAVEMENT MARKINGS WITHIN THE RIGHT-OF-WAY SHALL BE THERMOPLASTIC OR APPROVED PERMANENT EQUIVALENT.
- ALL PARKING LOT STRIPING SHOWN SHALL BE PERFORMED BY THE CONTRACTOR USING WHITE TRAFFIC MARKING PAINT UNLESS OTHERWISE LISTED BELOW, NOTED ON THE PLANS OR STATED IN THE APPROVED ENCROACHMENT PERMIT(S). PAINT SHALL BE FS-TT-P-1952, (WATERBORNE) TRAFFIC PAINT AND SHALL BE APPLIED IN TWO COATS AND IN STRICT ACCORDANCE WITH THE MANUFACTURER'S INSTRUCTIONS.
- ITEMS THAT SHALL BE PAINTED WHITE INCLUDE: PARKING STALLS; DIRECTIONAL ARROWS; STOP BARS; AND PEDESTRIAN CROSS WALKS.
- ITEMS THAT SHALL BE PAINTED YELLOW INCLUDE: ALL SITE WORK PROTECTIVE GUARD POSTS ; STEEL PIPE BASE OF HANDICAP PARKING SIGNS, AND LOADING AREAS.
- ITEMS THAT SHALL BE PAINTED BLUE PAINT INCLUDE: HANDICAP PARKING STALLS; HANDICAP SYMBOLS; AND ACCESSIBLE STRIPED ISLANDS ADJACENT TO HANDICAP PARKING SPACES.

SIGNAGE NOTES

- THE CONTRACTOR SHALL FURNISH AND INSTALL "HANDICAPPED PARKING" SIGNS WITH IDENTIFYING HANDICAPPED SYMBOL AT ALL HANDICAPPED PARKING SPACES. SIGNS SHALL BE 12"x18", 0.05 ALUMINUM WITH BAKED ENAMEL FINISH. SIGNS SHALL BE WHITE LETTERING ON BLUE BACKGROUND, WITH INSTALLATION AS SHOWN ON THE DETAIL SHEET. SIGNS SHALL CONFORM TO FEDERAL HIGHWAY ADMINISTRATION AND/OR SCOTD SPECIFICATIONS. INCLUDE "VAN ACCESSIBLE" SIGNAGE WHERE APPLICABLE. ALL SIGNAGE SHALL BE ADA AND MUTCD COMPLIANT.
- THE CONTRACTOR SHALL FURNISH AND INSTALL "STOP" SIGNS IN THE LOCATIONS INDICATED ON THE PLANS. "STOP" SIGNS SHALL BE 36"x36", WITH RED REFLECTORIZED BACKGROUND AND WHITE REFLECTORIZED LEGEND AND BORDER CONFORMING TO MUTCD SPECIFICATIONS FOR R1-1-36.

RETAINING WALL NOTES

- RETAINING WALLS TO BE MSE SEGMENTAL BLOCK WALL OR APPROVED EQUAL.
- BOTTOM OF WALL ELEVATION REPRESENTS LOWEST AT GRADE ELEVATION ONLY.
- CONTRACTOR SHALL PROVIDE DESIGN OF RETAINING WALL AND FOOTINGS, SUBDRAINAGE/WATERPROOFING DESIGN, BRIDGING OF PROPOSED STORM DRAINAGE PIPE CROSSINGS, MATERIAL SUBMITTALS, AND/OR SHOP DRAWINGS SIGNED AND SEALED BY A PROFESSIONAL ENGINEER REGISTERED IN THE STATE OF SOUTH CAROLINA.
- CONTRACTOR AND DESIGN TO COMPLY WITH RECOMMENDATIONS OF THE GEOTECHNICAL REPORT.
- IN NO WAY SHOULD THESE CONSTRUCTION DOCUMENTS BE CONSIDERED AS DESIGN DOCUMENTS FOR THE PROPOSED RETAINING WALL.
- CONTRACTOR TO SUBMIT COLOR SAMPLES TO OWNER FOR APPROVAL PRIOR TO CONSTRUCTION.

CODED NOTES

- STANDARD DUTY ASPHALTIC CONCRETE PAVEMENT. VERIFY PAVEMENT SECTION WITH PROJECT GEOTECHNICAL REPORT AND/OR OWNER'S GEOTECHNICAL ENGINEER. (TYPICAL) (SEE DETAIL)
- STANDARD DUTY CONCRETE PAVEMENT. (SEE DETAIL) (TYPICAL) INSTALL CONTROL JOINTS AS SHOWN ON THE PLAN. INSTALL EXPANSION JOINTS AT JUNCTIONS WITH OTHER PAVEMENT MATERIALS, WALLS, LIGHTING, AND OTHER NON-MOVING OBJECTS. VERIFY PAVEMENT SECTION WITH GEOTECHNICAL ENGINEER.
- CONTRACTOR SHALL TIE THE NEW ASPHALT PAVEMENT INTO EXISTING PAVEMENT ALONG THIS LINE.
- FURNISH AND INSTALL NEW 18" CONCRETE "L" TYPE CURB AND GUTTER. CONTRACTOR TO MATCH EXISTING WIDTH IN RIGHT-OF-WAY AND TRANSITION AS NEEDED. INSTALL CONTROL JOINTS AT 10.0 O.C. AND EXPANSION JOINTS AT 50.0 O.C. SEAL ALL EXPANSION JOINTS. (TYPICAL) (SEE DETAIL)
- FURNISH AND INSTALL 4" THICK 3000 PSI CONCRETE. (WIDTH VARIES AS SHOWN ON PLAN) CONTRACTOR SHALL INSTALL CONTROL JOINTS AS SHOWN ON PLAN OR AT 6.0 O.C. MAXIMUM AND AT BENDS IN THE CONCRETE. INSTALL EXPANSION JOINTS AT JUNCTIONS BETWEEN WALKS. MAXIMUM CROSS SLOPE = 2.0%. SEAL ALL EXPANSION JOINTS. ALL SIDEWALKS ALONG ACCESSIBLE ROUTES SHALL BE ADA COMPLIANT. (TYPICAL) (SEE DETAIL)
- CONTRACTOR SHALL TIE THE NEW CURB AND GUTTER INTO EXISTING CURB AND GUTTER AT THIS LOCATION.
- CONTRACTOR SHALL FEATHER CURB AT THIS LOCATION. (SEE DETAIL)
- FURNISH AND INSTALL PAINTED YELLOW BOLLARD. (TYPICAL) (TOTAL OF 12)(SEE DETAIL)
- ACCESSIBLE RAMP WITH DETECTIBLE WARNING SURFACE. FEATHER CURB WHEN APPLICABLE. (TYPICAL) (SEE DETAIL) ENSURE LANDING AREA SLOPE DOES NOT EXCEED 2.0%. MAXIMUM RISE SHALL NOT EXCEED 6" IN 6'.
- APPLY PAINTED ACCESSIBLE SYMBOL. (TYPICAL AT ALL ACCESSIBLE PARKING SPACES) (SEE DETAIL)
- FURNISH AND INSTALL ACCESSIBLE SIGNAGE. (TYPICAL AT ALL ACCESSIBLE PARKING SPACES) (SEE DETAIL)
- APPLY 4" WIDE PAINTED BLUE STRIPING FOR ACCESSIBLE ROUTES @ 45°, 2" O.C. PER ADA STANDARDS. (SEE STRIPING NOTES)
- FURNISH AND INSTALL PRECAST CONCRETE WHEELSTOP. (TYPICAL) (SEE DETAIL)
- APPLY 4" WIDE PAINTED WHITE PARKING LOT STRIPING. (TYPICAL) (SEE STRIPING NOTES)
- APPLY WHITE TRAFFIC DIRECTIONAL FLOW ARROW. (TYPICAL) (THERMOPLASTIC IN RIGHT-OF-WAY)(SEE STRIPING NOTES) (SEE DETAIL)
- APPLY 18" WIDE WHITE STOP BAR. (TYPICAL) (THERMOPLASTIC IN RIGHT-OF-WAY)(SEE STRIPING NOTES)
- APPLY DOUBLE 4" WIDE THERMOPLASTIC YELLOW LANE DIVIDING LINES. (SEE STRIPING NOTES)
- FURNISH AND INSTALL 36" STOP SIGN PER MUTCD R3-1-36. (TYPICAL)
- LANDSCAPE AREA. SEE LANDSCAPE PLANS FOR PERMANENT GROUND COVER.
- FURNISH AND INSTALL SLEEVING FOR IRRIGATION AND ELECTRICAL. (COORDINATE WITH LANDSCAPE, IRRIGATION, AND SITE ELECTRICAL PLANS FOR EXACT NUMBER AND LOCATION) (SEE DETAIL)
- RETAINING WALL. (SEE RETAINING WALL NOTE) (DESIGN BY OTHERS)
- BUILDING OVERHANG. SEE ARCHITECTURAL PLANS.
- APPLY 4" WIDE PAINTED WHITE STRIPING @ 45°, 2" O.C. PER ADA STANDARDS. (THERMOPLASTIC IN THE RIGHT-OF-WAY)(MEET CITY STANDARD)(SEE STRIPING NOTES)
- 6' WIDE PEDESTRIAN CROSSWALK. (THERMOPLASTIC IN THE RIGHT-OF-WAY)(SEE STRIPING NOTES)
- TRANSFORMER BY OTHERS. COORDINATE WITH ARCHITECTURAL AND ELECTRICAL PLANS.
- CONCRETE PATTERN BY OTHERS. COORDINATE WITH ARCHITECTURAL PLANS.
- 6" DEEP 2"-3" RIVER ROCK ON NON-WOVEN FILTER FABRIC. SEE DETAIL.
- RELOCATED PARKING METER. COORDINATE WITH CITY OF COLUMBIA.
- 4" WIDE 2" SKIP LINES @ 5' SPACING. (TYPICAL)(SEE STRIPING NOTES)

REFERENCES:

- BOUNDARY PLAT & TOPOGRAPHIC MAP PREPARED FOR CHOICE HOTELS INTERNATIONAL, INC., BY COX AND DINKINS, INC., DATED MARCH 12, 2020
- ALTANSPS LAND TITLE SURVEY FOR 1000, 1010, & 1014 LADY ST; 1218 PARK ST, PREPARED BY BLEW & ASSOCIATES, P.A., DATED OCTOBER 31, 2019.

GENERAL NOTES:

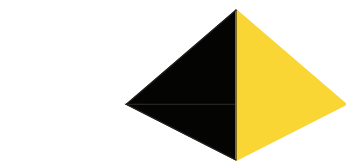
- THE SUBJECT PROPERTY IS IDENTIFIED AS RICHLAND COUNTY TAX MAP PARCELS TMS# 09013-09-01, 02, 04, & 22.
- TOTAL AREA OF SUBJECT PROPERTY IS 1.01 ACRES.
- ZONING OF THE SUBJECT PARCELS TMS# 09013-09-01, 02, 04, & 22 IS "M-1".
- THE LOCATIONS OF UNDERGROUND UTILITIES SHOWN HEREON ARE APPROXIMATE. THE LOCATIONS OF OTHER UNDERGROUND UTILITIES AND THEIR SERVICES ARE UNKNOWN. CONTRACTOR SHALL LOCATE ALL UTILITIES PRIOR TO CONSTRUCTION.
- THIS PROPERTY IS LOCATED IN FLOOD ZONE X PER FLOOD INSURANCE RATE MAP NUMBER 45079C0243L, REVISED DECEMBER 21, 2017, BY SCALED LOCATION AND GRAPHIC PLOTTING ONLY.
- IT IS THE CONTRACTORS RESPONSIBILITY TO VERIFY THAT THEY AND THEIR SUBCONTRACTORS HAVE THE CORRECTMOST UP-TO-DATE PLANS AVAILABLE.
- ALL SIDEWALKS, STRIPING AND SIGNAGE SHALL BE ADA AND MUTCD COMPLIANT.
- ALL DIMENSIONS ARE TO FACE OF CURB UNLESS OTHERWISE NOTED.



**CAMBRIA HOTEL
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COLUMBIA, SC 29205
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Jesse McNeal
LICENSED PROFESSIONAL ENGINEER
No. 29053



CERTIFICATE OF AUTHORIZATION SEAL

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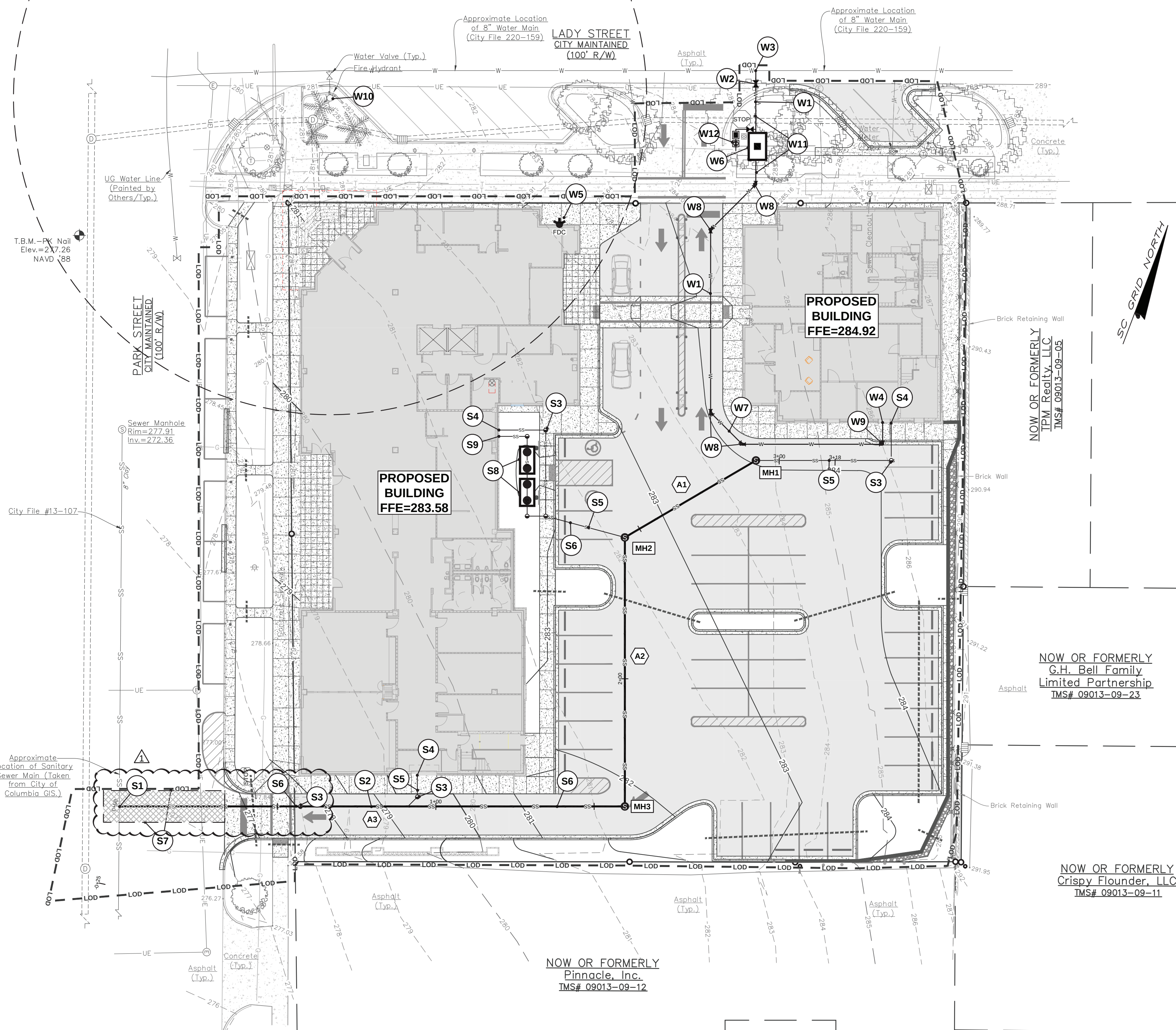
REVISIONS:

No.	Description	Date
1	Revised Per City of Columbia Comments	07/16/2020

PROJECT: 2152-197530
C&D #2152
DATE: 5/26/2020

SITE PLAN

C-2



WATER AND SEWER LEGEND

PROPOSED WATER SERVICE	PROPOSED WATER METER
PROPOSED WATER VALVE	PROPOSED FIRE DEPARTMENT CONNECTION
EXISTING WATER MAIN	EXISTING WATER METER
EXISTING WATER VALVE	EXISTING FIRE HYDRANT
PROPOSED 6" SEWER SERVICE	EXISTING CITY OF COLUMBIA EASEMENT
PROPOSED SEWER SERVICE	PROPOSED SEWER MANHOLE
EXISTING SEWER MAIN	PROPOSED SEWER CLEANOUT
EXISTING SEWER CLEANOUT	SEWER MAIN DESIGNATION. SEE PROFILES
EXISTING SEWER MANHOLE	SEWER MANHOLE DESIGNATION. SEE PROFILES

WATER AND SEWER SYSTEM NOTES:

- ALL MATERIALS AND INSTALLATION OF THE PROPOSED WATER AND SANITARY SEWER SYSTEM SHALL MEET THE REQUIREMENTS AS SET FORTH BY THE CITY OF COLUMBIA.
- ALL PROPOSED WATER AND SEWER LINES (MAINS AND SERVICES) SHALL CONFORM TO "TEN STATE STANDARDS."
- CONTRACTOR SHALL NOTIFY THE CITY OF COLUMBIA AND THE ENGINEER 48 HOURS PRIOR TO COMMENCING CONSTRUCTION.
- CONTRACTOR IS RESPONSIBLE FOR ACQUIRING NECESSARY PERMITS AND LICENSES FROM THE CITY OF COLUMBIA PRIOR TO COMMENCING CONSTRUCTION.
- CONTRACTOR IS RESPONSIBLE FOR COORDINATING ALL NECESSARY TESTING OF THE NEW WATER SYSTEM AND SANITARY SEWER SYSTEM (MAINS AND/OR SERVICES) ACCORDING TO THE REQUIREMENTS OF THE CITY OF COLUMBIA.
- CONTRACTOR SHALL FURNISH AND INSTALL A STONE SPLASH PAD AT ALL PROPOSED HYDRANTS, OR OTHER POINTS OF DISCHARGE, PRIOR TO THE REQUIRED TESTING OF THE WATER SYSTEM.
- CONTRACTOR SHALL FURNISH AND INSTALL SILT FENCING AND/OR OTHER SEDIMENT AND EROSION CONTROL DEVICES, AS NECESSARY, TO CONTROL AND LIMIT, TO THE MAXIMUM EXTENT POSSIBLE, EROSION DURING THE INSTALLATION AND TESTING OF THE WATER SYSTEM.
- ALL DISTURBED AREAS RESULTING FROM THE INSTALLATION OF THE PROPOSED WATER SYSTEM AND SANITARY SYSTEM SHALL BE CLEANED, GRADED, AND IMMEDIATELY STABILIZED UPON COMPLETION OF THE INSTALLATION.
- OTHER UTILITY CROSSINGS MAY EXIST THAT ARE NOT SHOWN ON THE CONSTRUCTION PLANS. IT IS THE CONTRACTOR'S RESPONSIBILITY TO DETERMINE THE LOCATION(S) AND ELEVATION(S) OF UTILITY CROSSINGS OF BOTH EXISTING AND PROPOSED UTILITIES PRIOR TO COMMENCING CONSTRUCTION.
- THE CONTRACTOR SHALL MAINTAIN, PROTECT, RELOCATE, OR CONNECT ANY AND ALL OPERATING UTILITIES FOUND DURING CONSTRUCTION THAT ARE NOT SHOWN ON THIS PLAN. CONSULT THE ARCHITECT AND ENGINEER IMMEDIATELY IF UTILITIES ARE ENCOUNTERED DURING CONSTRUCTION THAT ARE NOT SHOWN WITHIN THESE PLANS.
- CONTRACTOR SHALL FURNISH AND INSTALL ALL FITTINGS, BENDS, ETC. AS REQUIRED TO FACILITATE AND COMPLETE THE WATER SYSTEM AND SANITARY SEWER SYSTEM INSTALLATION.
- IF BACKFLOW PREVENTION IS LOCATED INSIDE THE PROPOSED BUILDING(S), THE CONTRACTOR SHALL REFER TO THE PLUMBING PLANS FOR MORE INFORMATION.
- SANITARY SEWER PIPING SHALL BE SDR-35 (STANDARD DIRECT RATIO CLASSIFICATION) PVC AND SHALL BE LAID WITH A MINIMUM OF 36" OF COVER FROM THE TOP OF THE PIPE TO THE FINISHED GRAVEL ELEVATION.
- JOINTS SHALL BE INTEGRAL BELL SPIGOT WITH RUBBER GASKETS FORMED INTEGRAL TO BELL ELEVATION.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING THE SIZE, LOCATION, AND INVERT ELEVATION OF WATER AND SANITARY SEWER SERVICE(S) FROM THE BUILDING(S).

CODED WATER NOTES

- CONTRACTOR SHALL FURNISH AND INSTALL NEW 6" DIAMETER PVC WATER MAIN. MAINTAIN A MINIMUM OF 36" OF COVER.
- CONTRACTOR SHALL FURNISH AND INSTALL 6" GATE VALVE WITH BOX AS SHOWN. (TYPICAL) (SEE DETAIL)
- THE CITY APPROVED CONTRACTOR SHALL TAP EXISTING 8" WATER MAIN WITH A 8"x6" CITY APPROVED TAPPING SLEEVE AND VALVE WITH BOX BY OPEN CUT. TAP SHALL INCLUDE PAVEMENT REMOVAL AND REPAIR. (SEE DETAIL) AFTER VALVE. CONTRACTOR SHALL CONTINUE WATER SERVICE INSTALLATION AS SHOWN. ALL WORK WITHIN THE RIGHT-OF-WAY SHALL BE PER THE APPROVED ENCROACHMENT PERMIT. CONTRACTOR SHALL PROVIDE ALL REQUIRED TRAFFIC CONTROL MEASURES FOR TAP AND WATER LINE INSTALLATION PER CITY OF COLUMBIA REQUIREMENTS. TAP SHALL BE MADE AFTER APPLICATION AND PAYMENT OF ALL FEES BY THE OWNER.
- APPROXIMATE LOCATION OF WHERE WATER LINE (COMBINED FIRE AND DOMESTIC) ENTERS THE BUILDING. COORDINATE WITH ARCHITECTURAL AND PLUMBING PLANS FOR EXACT LOCATION. FIRE AND DOMESTIC SERVICES TO BE SPLIT AFTER ENTERING THE BUILDING AND BACKFLOW PREVENTION IS TO BE HOUSED INSIDE THE BUILDING. THE SCOPE OF THIS PLAN ENDS 5' FROM THE BUILDING AND DOES NOT INCLUDE THE PIPING ENTERING THE BUILDING. SEE PLUMBING PLANS FOR CONTINUATION INTO THE BUILDING.
- APPROXIMATE LOCATION OF EXTERIOR WALL JUNCTIONED FIRE DEPARTMENT CONNECTION (FDC). INTERIOR PIPING TO BE INSTALLED AS REQUIRED TO FACILITATE LOCATION OF FDC. COORDINATE WITH PLUMBING AND/OR FIRE SPRINKLER PLANS FOR EXACT LOCATION. COORDINATE WITH FIRE MARSHALL FOR SIGNAGE INSTALLATION LOCATION AND REQUIREMENTS.
- CONTRACTOR SHALL FURNISH AND INSTALL A METER VAULT MEETING CITY OF COLUMBIA SPECIFICATIONS AND SIZED TO HOUSE THE 6" COMBINED PROTECTUS METER. LID FOR VAULT SHALL BE HOLLADAY, BILCO, OR EQUAL AND CONFIGURED PER CITY OF COLUMBIA REQUIREMENTS. LID SHALL BE H20 LOADING WHEN LOCATED IN THE TRAVEL WAY. CONTRACTOR SHALL INSTALL 6" DUCTILE IRON PIPE BEGINNING AT THE TEE AND CONTINUING COMPLETELY THROUGH THE VAULT TO THE BUILDING AS SHOWN. COMBINED FIRE AND DOMESTIC SERVICE SHALL BE SPLIT AFTER ENTERING THE BUILDING AND BACKFLOW PREVENTION IS TO BE HOUSED INSIDE THE BUILDING. UPON SUCCESSFUL TESTING OF THE WATER MAIN AND PAYMENT OF THE METER FEE BY THE OWNER, A CITY APPROVED CONTRACTOR SHALL INSTALL THE METER AT THE CONTRACTOR'S EXPENSE.
- PROPOSED WATER LINE CROSSES STORM DRAINAGE LINE AT THIS LOCATION; SEE STORM DRAINAGE PROFILES FOR CROSSING OF NEW STORM DRAINAGE. MAINTAIN 18" MINIMUM VERTICAL SEPARATION.
- CONTRACTOR SHALL FURNISH AND INSTALL 6" DIAMETER 45" MJD BEND WITH THRUST RESTRAINT MEETING CITY OF COLUMBIA AND NFPA 24 REQUIREMENTS AS APPLICABLE.
- CONTRACTOR SHALL FURNISH AND INSTALL 6" DIAMETER 90" MJD BEND WITH THRUST RESTRAINT MEETING CITY OF COLUMBIA AND NFPA 24 REQUIREMENTS AS APPLICABLE.
- EXISTING FIRE HYDRANT.
- MINIMIZE DAMAGE TO TREE AND ROOT SYSTEM TO THE MAXIMUM EXTENT PRACTICAL.
- CONTRACTOR SHALL FURNISH AND INSTALL 1-1/2" DIAMETER LANDSCAPE IRRIGATION WATER SERVICE LINE, WITH METER BOX AND SHUT OFF VALVE (SQUARE NUT OPERATED), AND 1-1/2" DOUBLE CHECK VALVE ASSEMBLY, BOTH WITH APPROPRIATELY SIZED BOXES. METER TO BE SET BY CITY OF COLUMBIA AFTER APPLICATION AND PAYMENT OF ALL FEES BY THE OWNER. EXTENSION FROM DOUBLE CHECK VALVE IS NOT INCLUDED WITHIN THESE CONSTRUCTION DOCUMENTS.

CODED SEWER NOTES

- CONTRACTOR SHALL TAP NEW SANITARY SEWER LINE ONTO EXISTING GRAVITY SEWER MAIN AT THIS LOCATION. INVERT SHOWN IS APPROXIMATE. CONTRACTOR SHALL VERIFY EXISTING INVERT PRIOR TO CONSTRUCTION AND NOTIFY THE ENGINEER IMMEDIATELY IF DISCREPANCIES ARE FOUND. COORDINATE WITH THE CITY OF COLUMBIA AS APPLICABLE. TAP SHALL BE PERFORMED BY A CITY APPROVED CONTRACTOR UPON APPLICATION AND PAYMENT OF ALL FEES BY OWNER.
- CONTRACTOR SHALL FURNISH AND INSTALL NEW 6" SDR 35 PVC SANITARY SEWER GRAVITY MAIN. SEE SANITARY SEWER PROFILES FOR MORE INFORMATION.
- CONTRACTOR SHALL FURNISH AND INSTALL NEW SANITARY SEWER CLEANOUT. USE TRAFFIC RATED MATERIALS IN PAVEMENT AREAS. (TYPICAL) (SEE DETAIL)
- APPROXIMATE LOCATION WHERE SANITARY SEWER SERVICE LINE EXITS THE BUILDING. PRIOR TO CONSTRUCTION, THE CONTRACTOR SHALL VARY THE LOCATION AND DEPTH OF THE SEWER SERVICE STUB OUT FROM THE PROPOSED BUILDING WITH BUILDING PLUMBING AND/OR ARCHITECTURAL PLANS. ENSURE THE BUILDING STUB OUT ELEVATION AND LOCATION MATCH AND COORDINATE WITH THOSE SHOWN ON THESE PLANS OR NOTIFY THE ENGINEER IMMEDIATELY IF DISCREPANCIES ARE FOUND.
- CONTRACTOR SHALL FURNISH AND INSTALL 6" SDR 35 PVC SANITARY SEWER SERVICE LINE AT 1.0% MINIMUM SLOPE WITH CLEANOUTS AS SHOWN. MAINTAIN 3" MINIMUM COVER ALONG ENTIRE LENGTH OF SERVICE (TYPICAL) WHERE COVER IS LESS THAN 3', INSTALL DUCTILE IRON PIPE WITH PROTECTOR 401 LINING.
- PROPOSED SANITARY SEWER LINE CROSSES STORM DRAINAGE LINE AT THIS LOCATION; SEE SANITARY SEWER PROFILES FOR MORE INFORMATION. MAINTAIN 18" MINIMUM VERTICAL SEPARATION. SEE SANITARY SEWER UTILITY CROSSING NOTES THIS SHEET FOR ADDITIONAL INSTALLATION REQUIREMENTS.
- CONTRACTOR SHALL OPEN CUT (SAWCUT AND REMOVE EXISTING PAVEMENT AND BASE) EXISTING ROADWAY WITHIN RIGHT-OF-WAY AS NECESSARY TO FACILITATE NEW CONNECTION TO EXISTING SANITARY SEWER SYSTEM AND INSTALLATION NEW SEWER LINE AND ASSOCIATED APPURTENANCES. PAVEMENT REPAIR SHALL BE PER PAVEMENT REPAIR DETAIL, AND SHALL BE ACCORDING TO CITY OF COLUMBIA STANDARDS AND THE APPROVED ENCROACHMENT PERMIT. THIS OPERATION SHALL OCCUR DURING PERIODS OF LOW TRAFFIC VOLUME. PROVIDE TRAFFIC CONTROL PER CITY OF COLUMBIA STANDARDS.
- CONTRACTOR SHALL FURNISH AND INSTALL NEW 6" GREASE SANITARY SEWER SERVICE LINE. CONTRACTOR SHALL INSTALL TWO 1,500 GALLON GREASE INTERCEPTORS IN SERIES AS SHOWN WITH ALL ASSOCIATED CLEANOUTS, BENDS, FITTINGS, ETC. AS REQUIRED TO COMPLETE CONSTRUCTION. VENT CONNECTION REQUIRED. COORDINATE WITH AND CONNECT TO PLUMBER'S VENT STUB OUT. CONTRACTOR SHALL VERIFY THE LOCATION AND INVERT ELEVATION(S) OF THE INTERCEPTOR AND SERVICES LINES WITH BUILDING PLUMBING AND/OR ARCHITECTURAL PLANS.
- APPROXIMATE LOCATION WHERE GREASE SANITARY SEWER SERVICE LINE EXITS THE BUILDING. SEE PLUMBING PLANS FOR CONTINUATION. PRIOR TO CONSTRUCTION, THE CONTRACTOR SHALL VARY THE LOCATION AND DEPTH OF THE SEWER SERVICE STUB OUT FROM THE PROPOSED BUILDING WITH BUILDING PLUMBING AND/OR ARCHITECTURAL PLANS. ENSURE THE BUILDING STUB OUT ELEVATION AND LOCATION MATCH AND COORDINATE WITH THOSE SHOWN ON THESE PLANS OR NOTIFY THE ENGINEER IMMEDIATELY IF DISCREPANCIES ARE FOUND.

REFERENCES:

- BOUNDARY PLAT & TOPOGRAPHIC MAP PREPARED FOR CHOICE HOTELS INTERNATIONAL, INC., BY COX AND DINKINS, INC., DATED MARCH 12, 2020
- ALTANPS LAND TITLE SURVEY FOR 1000, 1010, & 1014 LADY ST, 1218 PARK ST, PREPARED BY BLEW & ASSOCIATES, P.A., DATED OCTOBER 31, 2019.

GENERAL NOTES:

- THE SUBJECT PROPERTY IS IDENTIFIED AS RICHLAND COUNTY TAX MAP PARCELS TMS# 09013-09-01, 02, 04, & 22.
- TOTAL AREA OF SUBJECT PROPERTY IS 1.01 ACRES.
- ZONING OF THE SUBJECT PARCELS TMS# 09013-09-01, 02, 04, & 22 IS "M-1".
- THE LOCATIONS OF UNDERGROUND UTILITIES SHOWN HEREON ARE APPROXIMATE. THE LOCATIONS OF OTHER UNDERGROUND UTILITIES AND THEIR SERVICES ARE UNKNOWN. CONTRACTOR SHALL LOCATE ALL UTILITIES PRIOR TO CONSTRUCTION.
- THIS PROPERTY IS LOCATED IN FLOOD ZONE X PER FLOOD INSURANCE RATE MAP NUMBER 45079C0243L, REVISED DECEMBER 21, 2017, BY SCALED LOCATION AND GRAPHIC PLOTTING ONLY.
- IT IS THE CONTRACTORS RESPONSIBILITY TO VERIFY THAT THEY AND THEIR SUBCONTRACTORS HAVE THE CORRECT LATEST UP-TO-DATE PLANS AVAILABLE. HEREON ARE APPROXIMATE. THE LOCATIONS OF OTHER PLUMBING AND/OR ARCHITECTURAL PLANS. ENSURE THE BUILDING STUB OUT ELEVATION AND LOCATION MATCH AND COORDINATE WITH THOSE SHOWN ON THESE PLANS OR NOTIFY THE ENGINEER IMMEDIATELY IF DISCREPANCIES ARE FOUND.
- ALL SIDEWALKS, STRIPINGS AND SIGNAGE SHALL BE ADA AND MUTCD COMPLIANT.
- ALL DIMENSIONS ARE TO FACE OF CURB UNLESS OTHERWISE NOTED.



**CAMBRIA HOTEL
COLUMBIA, S.C.**



701-A LADY STREET
COLUMBIA, SOUTH CAROLINA 29201
TEL. 803.765.2418 FAX 803.765.2419
WWW.LS3P.COM



CERTIFICATE OF AUTHORIZATION SEAL

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IN ANY FORM WITHOUT WRITTEN PERMISSION
FROM LS3P ASSOCIATES LTD.

REVISIONS:

No.	Description	Date
1	Revised Per City of Columbia Comments	07/16/2020

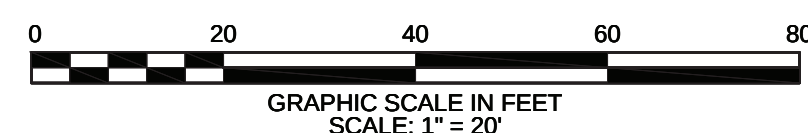
PROJECT: 2152-197530
DATE: CAD #2152
5/26/2020

**WATER AND
SANITARY
SEWER PLAN**

C-6

NOTE:
INFORMATION REGARDING THE REPUTED PRESENCE, SIZE, CHARACTER AND LOCATION OF EXISTING UNDERGROUND UTILITIES AND STRUCTURES SHOWN ON THESE PLANS MAY HAVE BEEN PROVIDED TO COX AND DINKINS, INC. FROM LOCAL UTILITY COMPANIES. THERE IS NO CERTAINTY OF THE ACCURACY OF THIS INFORMATION AND IT SHALL BE CONSIDERED IN THAT LIGHT BY THOSE USING THIS DRAWING. HOWEVER, COX AND DINKINS, INC. HAS NO NOTICE OR KNOWLEDGE OF ANY FACTS THAT WOULD LEAD US TO CONCLUDE THAT THE INFORMATION IS NOT ACCURATE. FURTHERMORE, OTHER UTILITIES AND STRUCTURES NOT SHOWN ON THESE PLANS MAY BE ENCOUNTERED. THE OWNER, HIS EMPLOYEES, HIS CONSULTANTS, HIS ASSIGNS AND HIS CONTRACTORS SHALL HEREBY DISTINCTLY UNDERSTAND THAT COX AND DINKINS, INC. IS NOT RESPONSIBLE FOR THE CORRECTNESS OR SUFFICIENCY OF THE UNDERGROUND INFORMATION. INFORMATION WITH RESPECT TO ABOVE GROUND MONUMENTS OF SUCH UTILITIES IS BASED UPON ACTUAL FIELD MEASUREMENTS AND OBSERVATIONS, AND IS SHOWN HEREON.

The Palmetto Utility Protection Service, Inc.
South Carolina 811
3 DAYS BEFORE DIGGING IN SOUTH CAROLINA
CALL 811
CONTRACTOR SHALL CONTACT THE UNDERGROUND LOCATORS EVERY 10 DAYS FOR AN UPDATE TO UTILITY LOCATIONS.



ORDINANCE NO.: 2020-105

Authorizing the City Manager to execute a Contract of Sale between the City of Columbia and T.E.O., LLC for the sale of approximately 9.90 acres being known as Parcel C, located on the N/S of Farrow Road, Richland County TMS #11612-04-01

WHEREAS, the City of Columbia, South Carolina ("City"), is a body, politic and corporate located in Richland County, South Carolina ("County"); and,

WHEREAS, through Columbia City Council ("Council"), the City is entitled to exercise all the powers and privileges provided to municipal corporations in the State of South Carolina; and,

WHEREAS, the property containing approximately 9.90 acres being known as Parcel C, located on the N/S of Farrow Road, Richland County TMS #11612-04-01 is owned by the City of Columbia; and,

WHEREAS, the City of Columbia has marketed the property for private mixed use development opportunities for years; and,

WHEREAS, the property is located within a federally designated Opportunity Zone; and,

WHEREAS, the City of Columbia has undertaken multiple procurement initiatives in an effort to attract quality mixed-use development that adds value to the surrounding community; and,

WHEREAS, the City issued a Request for Expressions of Interest RFEI-002-14-15 April 27, 2015, and there were no respondents at that time; and,

WHEREAS, the City issued an Invitation to Participate ITP 01-17-18MRM on July 17, 2017, and the City deemed submittals to that effort incompatible with the intent of mixed-use development that added value to the surrounding community; and,

WHEREAS, RFP024-18-19-SSL was issued on June 28, 2019 for the purposes of seeking quality development opportunities and there were no suitable responses provided to RFP024-18-19-SSL; and,

WHEREAS, RFP007-19-20-SSL was issued on August 30, 2019 and there were no suitable responses provided to RFP007-19-20-SSL; and,

WHEREAS, there has been a "For Sale" sign on the property for numerous years without significant interest for purchase; and,

WHEREAS, T.E.O., LLC, a South Carolina limited liability company, and its affiliated entities (collectively the "Developer") submitted an offer to develop the property into a mixed-use development; and,

WHEREAS, Developer is a South Carolina limited liability company, formed by Richland County Businessmen Dr. Louis B. Lynn and Torrey R. Rush; and,

WHEREAS, Developer is affiliated with companies with expertise in construction, project management, public/private partnerships, accounting and project financing to include Opportunity Zone financing; and,

WHEREAS, Developer is committed to utilization of small, local and disadvantaged businesses to construct the affordable homes planned for the development; and,

WHEREAS, Developer intends to collaborate with local companies and training programs for the construction of the affordable homes planned for the development; and,

Attachment: Ordinance 2020-105 sale 9.90 ac NS Farrow Rd rev (6349 : Ordinance No.: 2020-105 Sale 9.90 acres WS Farrow Road)

WHEREAS, Developer is committed to a development that accommodates a local grocery component, provided a proven grocery operator is identified and commits to the development; and,

WHEREAS, the City has determined the proposed development aligns with the vision for mixed use on the site that adds value to the surrounding community by providing services not currently found adjacent to that site; and,

WHEREAS, the City of Columbia has confidence in the Developer's ability to proceed with the proposed development in a manner that embraces the vision and engages the community; and,

WHEREAS, the Approval of this Ordinance does not constitute a development approval, as all regulatory permitting and approval requirements remain in effect, the requirement of such is not altered in any way by the approval of this Ordinance; and,

WHEREAS, the Developer shall work with the surrounding community to engage their input and support regarding the development; and,

WHEREAS, the City finds this development to be in the best interests of the City of Columbia by providing affordable housing, essential services, jobs creation, all of which are beneficial to the City of Columbia as a whole; and,

WHEREAS, the City is accepting the Developer's offer to purchase the property for a sum of Thirty and No/100 (\$30,000.00) Dollars for the purpose of the proposed development; NOW, THEREFORE,

BE IT ORDAINED by the Mayor and City Council of the City of Columbia, South Carolina this ____ day of _____, 2020, that the City Manager is hereby authorized to execute the attached Contract of Sale, or on a form approved by the City Attorney, between the City of Columbia and T.E.O., LLC for the property containing approximately 9.90 acres being known as Parcel C, located on the N/S of Farrow Road, Richland County TMS #11612-04-01.

Requested by:

Assistant City Manager Gentry _____

Mayor

Approved by:

City Manager

Approved as to form:

ATTEST:

Deputy City Attorney

City Clerk

Introduced:

Final Reading:

Attachment: Ordinance 2020-105 sale 9.90 ac NS Farrow Rd rev (6349 : Ordinance No.: 2020-105 Sale 9.90 acres WS Farrow Road)

CONTRACT OF SALE

This Agreement ("Contract") made as of the 15 day of November, 2020, between **T.E.O., LLC**, a South Carolina limited liability company and/or its successors or assigns ("Purchaser") and **City of Columbia** ("Seller").

IN CONSIDERATION OF the mutual benefits to the parties and the promises herein contained, the receipt and adequacy of such consideration being acknowledged by the undersigned, the parties agree as follows:

I. DEFINITIONS. As used herein the following terms shall have the following meanings:

- A. Property - All that certain piece, parcel or lot of land, with any improvements thereon, situate lying and being near the City of Columbia, County of Richland, State of South Carolina, consisting of approximately **9.9 acres located at N/S Farrow Road Columbia, SC 29203**, bearing Richland County Tax Map Number **R11612-04-01**, as being more specifically described in Exhibit "A" attached hereto and incorporated herein by reference.
- B. Purchase Price – **Thirty Thousand and no/100 (\$30,000.00)** Dollars described as follows:
- C. Earnest Money – **Two Thousand Five Hundred and no/100 (\$2,500.00) Dollars.**
- D. Closing Attorney – Robinson Grey, LLC
- E. Inspection Period - The period commencing on the Effective Date and ending One Hundred Twenty (120) days thereafter, as the same may be extended as provided herein.
- F. Closing Date – Within Sixty (60) days after the expiration of the Inspection Period.
- G. Effective Date - The latest date as shown on the signature page on which this Contract has been duly executed by both Purchaser and Seller.

II. PURCHASE AND SALE. Seller agrees to sell and Purchaser agrees to buy the Property for the Purchase Price subject to the terms and conditions hereof.

III. EARNEST MONEY. Purchaser shall pay the Earnest Money to Escrow Agent within five (5) business day of the Effective Date of this Contract. Escrow Agent shall immediately confirm payment of the Earnest Money to Seller. Failure of Purchaser to pay the Earnest Money timely shall constitute a default and Seller may terminate this Contract without notice in such event. Escrow Agent will hold Earnest Money in a non-interest bearing trust account according to the terms of this Agreement. In the event Purchaser elects to terminate this Contract prior to the expiration of the Inspection Period, said Earnest Money shall be refunded to Purchaser. If Purchaser has not terminated this Agreement prior to the expiration of the Inspection Period, Purchaser acknowledges that the Earnest Money shall be non-refundable (unless Seller is in default hereunder), but will be applied as part payment of the Purchase Price.

IV. INSPECTION OF PROPERTY.

A. Definite Inspection Period. Purchaser shall have One Hundred Twenty (120) days from the Effective Date of this Contract (the “Definite Inspection Period”) in which to perform, at its expense, its due diligence with respect to the Property, including, without limitation, the following:

1. Financial Analysis. Purchaser may perform a financial analysis of the Property, including a review of historical and projected operating expenses, projected real estate taxes and other pertinent data and assumptions;

2. Engineer’s Report. Purchaser may obtain an engineering study conducted by an engineering firm selected by Purchaser as to the condition of the Property;

3. Title. Purchaser shall examine the title to the Property and notify Seller of any objectionable title matters in the time frame and manner more particularly set forth in Article V;

4. Survey. Purchaser shall obtain a current instrument survey of the Property, which shall show no material encroachments, or other matters which render title to the Property unmarketable;

5. Absence of Hazardous Materials; Environmental Report. Purchaser may obtain a current environmental site assessment report, prepared by a firm of environmental or soil engineers, as to the absence of hazardous materials, or oil on the Property in amounts which would, under applicable law, require notification to governmental authorities. In connection with such report, Seller shall permit Purchaser’s engineers access to the Property to take such soil boring samples deemed necessary. Notwithstanding anything in this Agreement to the contrary, Purchaser shall not have the right to do any environmental testing on the Property beyond what is typically called a “Phase I” or “Level I” assessment without the prior written consent of the Seller, which consent shall not be unreasonably withheld;

6. Zoning and Environmental Matters. Purchaser may investigate the current zoning of the Property and compliance of the Property with applicable environmental laws and regulations to i) determine whether the property complies in all material respects with such laws and regulations; ii) determine whether such laws and regulations permit the improvements planned by Purchaser to be built on the Property and obtain approval of all applicable governmental authorities of a conceptual Site Plan showing such improvements; and iii) obtain all necessary approvals from any applicable governmental authorities for operation Housing and Retail Project (the “Intended Use”) on the Property; and

7. Other Matters. Purchaser may perform any other investigations or due diligence which Purchaser deems necessary, in Purchaser’s sole discretion, to determine the condition of the Property and the suitability of the Property for the Intended Use by Purchaser.

B. Extended Inspection Period. Purchaser, at its option, may have two (2) extensions of the Definite Inspection Period, for up to one consecutive period of thirty (30) days each, (the “Extended Inspection Period”) upon written notice to Seller at least five (5) days prior to the expiration of the Definite Inspection Period, or previous Extended Inspection Period, as applicable, and the further payment to Escrow Agent within two (2) business days of the expiration date of the Definite Inspection Period, or previous Extended Inspection Period, as applicable, of an Extension

Earnest Money Deposit in the amount of Two Hundred Fifty and No/100 Dollars (\$250) for each thirty (30) day extension requested by Purchaser. Said Extension Earnest Money Deposit(s), if paid, shall be non-refundable to Purchaser, but shall be applied to the Purchase Price if Purchaser does not terminate the Contract and closes the purchase of the Property in accordance with the terms hereof. The Definite Inspection Period, and such Extended Inspection Period(s) as Purchaser may elect subject to the terms hereof, being collectively referred to as the "Inspection Period."

C. Inspection and Indemnification. During the Inspection Period, Seller hereby grants permission to Purchaser to enter onto the Property at reasonable times for the purpose of conducting such inspection, provided that Purchaser shall notify Seller in advance of the purpose and identity of the persons entering the Property. Purchaser shall indemnify and hold Seller harmless from any damage to the Property or bodily injury, or claims, assertions of claims or any other liability in any way connected with the activities of Purchaser hereunder, including, without limitation, Purchaser's agents, contractors, or employees and also including attorneys' fees incurred in defense of any claim or in the enforcement hereof. The indemnities herein shall expressly survive the Closing or the termination of this Contract and shall be in addition to any liquidated damage provisions contained in this Contract. If Purchaser does not close on the Property, Purchaser shall be required to restore the Property to its same condition as of the date hereof and repair any damage caused as a result of Purchaser's activities or the activities of its agents.

D. Purchaser's Right to Terminate. During the Inspection Period, if Purchaser is not satisfied with Purchaser's examination of the Property for any reason in Purchaser's sole and absolute discretion, the Purchaser may terminate this Agreement by delivering written notice to Seller and Escrow Agent before 5:00 p.m. on the date of the expiration of the Inspection Period and in such event Purchaser shall be refunded the initial Earnest Money Deposit in the amount of Two Thousand Five Hundred and 00/100 (\$2,500.00) Dollar. Should Purchaser determine during the Inspection Period that any material matters (with exception of Title matters which are addressed in Article V below), are objectionable, Purchaser may notify Seller, in writing, of same on or before fifteen (15) days from the expiration of the Inspection Period. Upon receipt of such notice, Seller, at its option and in its sole discretion, may elect to either 1) cure such objectionable matters; 2) negotiate in good faith with Purchaser to resolve or otherwise address, by a reduction in the Purchase Price, any such material issues; or 3) decline to resolve or cure such objectionable matters. Nothing contained herein shall be construed as an obligation on the part of Seller to re-negotiate the Purchase Price or cure any such objectionable matters. In the event Seller elects not to cure or otherwise address any objectionable matters, or re-negotiate the Purchase Price, then, if Purchaser does not terminate this Contract prior to the expiration of the Inspection Period, the Closing shall occur in accordance with this Contract and Purchaser shall have no further right to object to any matters, except for liens, encumbrances, easements, restrictions, title matters and material changes in site conditions arising after the expiration of the Inspection Period that are caused by Seller or its agents.

E. Information from Seller. If Purchaser makes a written request to Seller, in writing, within Thirty (30) days from the Effective Date hereof, requesting specific information related to the Property which has not already been provided to Purchaser by Seller, Seller will attempt within five (5) business days of receipt of such written request to provide Purchaser with such requested information provided (i) that such information is in Seller's or its agent's possession; (ii) that the information requested is not confidential; and (iii) that any such information furnished shall be for information purposes only and without any representation or warranty of any kind. Purchaser acknowledges and agrees that even if it timely requests information that is readily available from Seller or its agents, but such information is not delivered to Purchaser, the failure to deliver such

information shall not constitute a default under this Contract and shall in no way (i) relieve Purchaser of its sole obligation to inspect the Property during the Inspection Period; (ii) extend the Inspection Period or the date of Closing; or (iii) affect Purchaser's obligation to Close under this Contract if this Contract is not timely and properly terminated prior to the end of the Inspection Period. If this Agreement is terminated prior to Closing (as hereinafter defined) for any reason other than a default by Seller, any such materials as are actually delivered to Purchaser shall promptly be returned to Seller.

F. Confidentiality as to Inspection Matters. Any information obtained by Purchaser pursuant to this Contract shall: (i) be held in strict confidence by Purchaser, (ii) not be used for any purpose other than the investigation and evaluation of the Property by Purchaser and its lenders, attorneys and consultants (collectively, "Purchaser's Agents"), and (iii) not be disclosed, divulged or otherwise furnished to any person or entity other than Purchaser's Agents, except to the extent required by law. If this Contract is terminated for any reason whatsoever, Purchaser shall promptly return to Seller all documentation relating to the Property in the possession of Purchaser and Purchaser's agents, including, without limitation, all reports, studies, surveys and other materials prepared by or for Purchaser with respect to the Property. The provisions of this Paragraph shall survive the termination of this Contract.

- V. TITLE. Seller shall convey to Purchaser at Closing by limited warranty deed to the Property. For the purposes of this Contract, "shall mean ownership which is: (i) free of all claims, liens and encumbrances of any kind or nature whatsoever other than the Permitted Exceptions (as hereinafter defined); and (ii) insurable by a title insurance company reasonably acceptable to Purchaser, at then current standard rates under the ALTA Owner's Policy of Title Insurance with all standard printed exceptions therein deleted and without exception other than for the Permitted Exceptions. For the purposes of this Contract, the term "Permitted Exceptions" shall mean: (i) current city, state and county ad valorem taxes not yet due and payable; (ii) all zoning ordinances and other laws and regulations applicable to the Property; (iii) easements for the installation or maintenance of public utilities serving the Property; and (iv) all other covenants, conditions, restrictions, and easements of record as of the date of Seller's execution of this Contract, if any, including all matters as would be revealed by a physical inspection of the Property and/or as shown on the Title Commitment (as defined below) or by any survey of the Property obtained by Purchaser, to which Purchaser does not object prior to the expiration of the Inspection Period as provided below. The Deed shall contain a reverter clause which shall return title back to the Seller in the event the majority of the property is not utilized for affordable housing as indicated in the Purchaser's conceptual plan per Section X (3) with construction to begin not later than 2 years from the Closing Date and continue until completed. The reverter clause shall terminate and become null and void upon Purchaser, or its successors and assigns, constructing affordable housing units on the Property. If Seller exercises the reverter clause due to Purchaser or its successors and assigns, failing to begin construction of affordable housing on the Property within 2 years from Closing Date, Seller shall refund the Purchase Price to Purchaser, or its successor and assigns, without interest, and Purchaser, or its successors and assigns, shall execute a limited warranty deed conveying title to the Property to Seller immediately upon refund of the Purchase Price.

At least Fifteen (15) days prior to the expiration of the Inspection Period, Purchaser shall obtain, at Purchaser's expense, a title insurance commitment (the "Title Commitment" which term shall include any update thereto) with an effective date no earlier than the date of this Agreement setting forth the state of title to the Property and all exceptions to coverage which would appear in an owner's policy of title insurance, if issued, together with copies of all instruments identified in the Title Commitment as exceptions to title. Prior to the expiration of the Inspection Period, Purchaser

must determine whether any matters as shown on the Survey and/or whether the status of title as reflected in such original Title Commitment is unacceptable for any reason (or determines that any “new” matter disclosed by an updated Title Commitment, which has not previously been approved by Purchaser, is unacceptable). Purchaser shall notify Seller in writing at least ten (10) days prior to the expiration of the Inspection Period specifying any matters as shown on the Survey or as set forth in the Title Commitment that are objectionable as defects by Purchaser. Any matters shown on the survey or as set forth in the original Title Commitment or any updated Title Commitment that are not objected to by Purchaser in writing to Seller prior to the expiration of the Inspection Period shall thereafter constitute Permitted Exceptions. Upon timely receipt of written notice from Purchaser objecting to matters shown on the survey or other matters of title which are not allowed as Permitted Exceptions, Seller may elect to cure such defects or Seller may elect to not cure such defects. If Seller elects to cure such defects, Seller shall have a period not to exceed thirty (30) days following the receipt of such notice from Purchaser to cure any such defects and if necessary, the date of Closing will be extended for such period of time; provided, however, under no circumstance shall Seller be obligated to cure any such defects. If Seller is unable or is unwilling to cure any such defects within the thirty (30) day period, Purchaser may either terminate this Contract (and in such event Purchaser shall be refunded the Earnest Money) or, Purchaser may elect to take title at Closing to the Property subject to such defects not cured by Seller without any deduction or adjustment in the Purchase Price.

VI. CLOSING AND CLOSING DATE. Purchaser shall close the purchase of the Property (the “Closing”) within Sixty (60) days after the expiration of the Inspection Period (the “Closing Date”) or such earlier date established by Purchaser on reasonable notice to Seller, and at a mutually agreeable location. **Time is of the Essence.** If the last day for Closing occurs on a day that is not a business day, then Closing shall occur no later than the next business day after such date. At closing, Purchaser shall pay the Purchase Price for the Property to Seller, subject to such other credits, pro-rations and adjustments as are set forth hereinafter, by certified or cashiers check of immediately available funds from a U.S. national bank or by bank wire transfer of immediately available federal funds to such account as shall be designated by Seller. Seller shall deliver the following to Purchaser at Closing: (i) a duly executed limited warranty deed conveying marketable fee simple title in the Property to Purchaser subject to the Permitted Exceptions (as herein defined); (ii) possession of the Property; and (iii) such other documents as may be required by Seller by law or normal and customary real estate practice in Richland County, South Carolina.

VII. PRORATIONS, EXPENSES AND COMMISSIONS

- A. Real property taxes attributable to the year of closing shall be the responsibility of the Purchaser.
- B. Rents, water rent, and all other items customarily prorated shall be prorated at Closing.
- C. Purchaser and Seller represent that each has dealt with no real estate companies.
- D. Seller shall pay for its own attorneys’ fees. Purchaser shall pay all other costs, including its own attorneys’ fees, title examination, title insurance premiums, survey costs, deed stamps, transfer tax, or other similar taxes or fees for recording based in whole or in part upon the consideration for or value of the Property.

VIII. DEFAULT.

- A. Default by Purchaser. If Purchaser defaults in its obligations hereunder, Seller shall have as its sole remedies the right to (i) terminate this Agreement and retain the Earnest Money as liquidated damages; or (ii) pursue specific performance of this Agreement; or (iii) maintain an action at law or equity for damages. Because of the difficulty in determining Seller's damages in the event of a default by Purchaser, if Seller elects to retain the Earnest Money as liquidated damages, the parties agree that the Earnest Money constitutes a fair and reasonable estimate of Seller's damages and is not a penalty.
- B. Default by Seller. If Seller defaults in its obligations hereunder, Purchaser shall have as its sole remedies the right to either (i) terminate this Agreement and obtain a refund of the Earnest Money, or (ii) pursue specific performance of this Agreement.
- C. Costs of Litigation. In the event of legal action between Purchaser and Seller pursuant to this Contract, the prevailing party shall be entitled to recover all costs of such action, including reasonable attorneys' fees and expenses through any final appeal.

IX. SELLER'S REPRESENTATIONS AND WARRANTIES.

- A. LIMITATIONS. Except as is specifically set forth in this Contract, **Seller has not made, does not make and has not authorized anyone else to make, any representations and warranties, either express or implied, with respect to the Property, including, but not limited to, merchantability or fitness for a particular purpose. Purchaser acknowledges (i) that no representations have been made by or on behalf of Seller other than as set forth herein; (ii) in entering into this Contract Purchaser has not relied and does not rely on any representations other than those expressly set forth in this Contract; (iii) Purchaser shall be solely responsible for obtaining all approvals, permits and licenses as may be required to carry on Purchaser's intended use of the Property; and (iv) Purchaser agrees to accept the Property "AS IS" in its present condition, normal wear and tear excluded.**
- B. SELLER'S REPRESENTATIONS. Seller hereby makes the following representations and warranties, which shall also be true as of the time of Closing, and which shall survive the Closing:
 - 1. Neither Seller nor, to the best of Seller's knowledge, any previous owner of the Property, or any other person or entity has ever used, generated, processed, stored, disposed of, released or discharged any Hazardous Substance on, under, or about the Property or transported it to or from the Property other than in accordance with applicable laws, rules and regulations. Nor, to the best of Seller's knowledge, has any person or entity ever alleged that any such activities have occurred; and to the best of Seller's knowledge, no use by Seller, any prior owner of the Property, or any other person or entity has occurred which violates or has been alleged to violate any applicable Environmental Law, and the Property is not on any "Superfund" list under any applicable Environmental Law, nor is it subject to any lien related to any environmental matter;
 - 2. To the best of Seller's knowledge and belief, there is no pending or threatened litigation (including, but not limited to, actions, suits, claims or proceedings, judicial or administrative) against the Property and there is no pending or threatened litigation (including, but not limited to, actions, suits, claims or proceedings, judicial or administrative) against the Seller that has

or that can result in an adverse impact on the Property or that can affect Seller's ability to sell the Property pursuant to this Agreement;

3. There are no options or other agreements outstanding giving any other party a right to purchase any interest in the Property;
4. There are no parties in possession of any portion of the Property as lessees, tenants at sufferance, or trespassers.
5. Subject to and upon approval of this Contract, Seller shall represent and warrant that the execution and delivery of this Agreement by signatories and the performance of this Agreement by the Seller (including the execution and delivery of any documents at the Closing) have been or will be duly authorized by the interested parties or other governing body of Seller; this Contract is binding and enforceable against the Seller in accordance with the terms hereof; and neither the execution of this Contract nor the consummation of the transactions contemplated hereby will result in a breach of or default under any agreement to which Seller is a party or by which Seller is bound, or violate any law, rule, regulation, restriction, court order or agreement to which Seller is subject.

X. PURCHASER'S REPRESENTATIONS AND WARRANTIES. Purchaser hereby makes the following representations and warranties, which shall also be true as of the time of Closing, and which shall survive the Closing:

1. That Purchaser is duly organized and in good standing under the laws of the state of its formation or incorporation and is authorized to do business in the State of South Carolina; the execution and delivery of this Contract by signatories and the performance of this Contract by Purchaser (including the execution and delivery of any documents at the Closing) have been or will be duly authorized by its company or corporate board; this Contract is binding and enforceable against Purchaser in accordance with the terms hereof; and neither the execution of this Contract nor the consummation of the transactions contemplated hereby will result in a breach of or default under any agreement to which Purchaser is a party or by which Purchaser is bound, or violate any law, rule, regulation, restriction, court order agreement to which Purchaser is subject.
2. Purchaser will provide an updated conceptual plan to the Seller 30 days prior to closing, based on any changes to the intended programming based on discoveries during due diligence and design.
3. Purchaser will build an affordable housing community and work to secure a food/grocery retail space to serve the community.

XI. EVIDENCE OF AUTHORITY. Following a request from either party, the other party shall furnish evidence of that party's authority to execute this Agreement and to consummate the transactions contemplated herein. Such evidence shall be in form and substance reasonably acceptable to the requesting party, and shall be delivered within five (5) days after the request or prior to the Closing, whichever shall occur first in time.

XII. CONFIDENTIALITY. Purchaser and Seller each agrees to keep confidential all written information received by it from the other party. Without the other party's prior written consent, no party shall disclose any matters with respect to its negotiation of the purchase of the Property or

otherwise with respect to this transaction to any party other than its employees, agents, advisors and consultants who shall also be required not to violate the terms of this provision. The provisions of this section shall survive the termination of the Contract and are subject to the provisions of the South Carolina Freedom of Information Act.

XIII. MISCELLANEOUS.

- A. This Contract and all terms, provisions and covenants contained herein shall apply to, be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors and assigns.
- B. The captions employed in this Contract are for convenience only and are not intended to in any way limit or amplify the terms and provisions hereof.
- C. Any notices, requests or other communications required or permitted to be given hereunder shall be in writing and shall be either (i) delivered by hand, (ii) mailed by United States registered mail, return receipt requested, postage prepaid, (iii) sent by a reputable, national overnight delivery service, or (iv) sent by email (with the original being sent by one of the other permitted means or by regular United States mail) and addressed to each party at the address set forth below the signature of each party or elsewhere herein. Any such notice, request, or other communication shall be considered given or delivered, as the case may be, on a date of hand delivery, on the day following deposit in the United States mail, on the next business day following deposit with an overnight delivery service with instructions to deliver on the next day or on the next business day, or on the day sent by email.
- D. Pending consummation of the sale as herein provided, Seller will not impose any easements, covenants, conditions, restrictions or other encumbrances upon the Property or any part thereof without prior written consent of Purchaser, which consent shall not be unreasonably withheld.
- E. This Contract constitutes the entire agreement between the parties and no changes shall be effective unless in writing signed by the party adversely affected.
- F. All terms and conditions of this Contract which by their nature and effect if required to be observed, kept or performed after closing shall survive the closing and remain binding upon and for the benefit of the parties hereto until fully observed, kept or performed.

- XIV. CONTRACT AS OFFER: The execution of this Contract by Seller constitutes an offer to sell the Property, subject to the approval of all interested parties as set forth in Article IV. If this Contract is not accepted by Purchaser and a fully-executed Contract delivered to Seller on or before 5:00 p.m. on December 16, 2020, then this Contract as offered shall automatically terminate and be withdrawn. In the event of such automatic termination and withdrawal, any Earnest Money paid shall be immediately returned to Purchaser and neither Purchaser nor Seller shall have any further obligations to each other.

SIGNED, SEALED AND DELIVERED as of the Effective Date.

Purchaser: **T.E.O., LLC**, a South Carolina
limited liability company

Seller: **City of Columbia**

By: Torrey Rush
Its: Authorized Member

(SEAL)

By:
Its: _____

(SEAL)

Date: _____

By:
Its: _____

Date: _____

Witness: _____

Witness: _____

Purchaser Address:
P.O. Box 23285
Columbia, SC 29224

Seller's Address

Telephone: (803) 397-1203

Telephone: _____

Email: torrey@osmiumdg.com

Email: _____

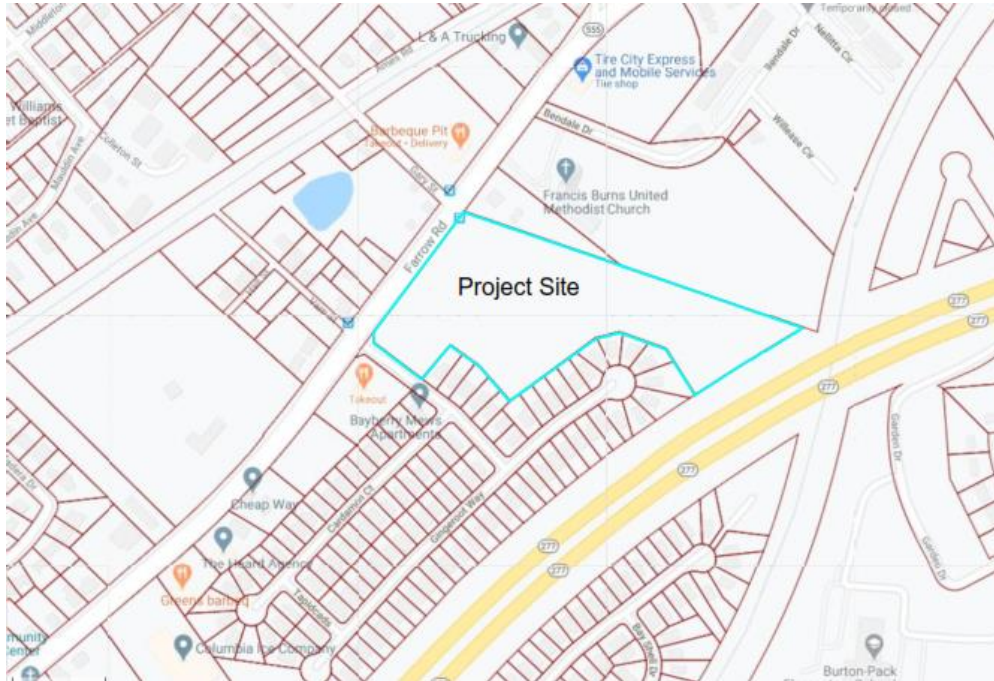
RATIFIED BY THE AGENT:

By:
Its: _____

Date: _____

Attachment: Contract for Farrow Road 11-10-2020 (final) (6349 : Ordinance No.: 2020-105 Sale 9.90 acres WS Farrow Road)

EXHIBIT “A”



Attachment: Contract for Farrow Road 11-10-2020 (final) (6349 : Ordinance No.: 2020-105 Sale 9.90 acres WS Farrow Road)

EXHIBIT "B"





CITY COUNCIL

November 17, 2020 at 2:00pm

Virtual Meeting Using Video Conferencing Technology, Columbia, SC

ANNEXATION, COMPREHENSIVE PLAN MAP AMENDMENT, AND ZONING MAP AMENDMENT CASE SUMMARY 1314 Rosewood Drive; TMS# 11208-02-10

Council District:	3
Proposal:	Request to annex, assign land use classification of Community Activity Corridor (AC-2) and assign zoning of General Commercial District (C-3) within a Flood Protective Area (-FP) at the time of annexation. The property is currently classified as Mixed Residential (High Density) and zoned HI (Pending GC) by Richland County.
Applicant:	Realty Haven, LLC
Staff Recommendation:	Approval
PC Recommendation:	10/05/2020; Approval (8-0)
ZPH, 1 st Reading:	11/17/2020; Pending
2 nd Reading:	12/01/2020; Pending

CURRENT PARCEL CHARACTERISTICS/CONDITIONS

Acreage: 0.90 acres
Current Use: Commercial
Proposed Use: Commercial
Reason for Annexation: Municipal Services
Urban Service Area: Donut Hole - Primary
Current County Land Use Classification: Mixed Residential (High Density)
Proposed City Land Use Classification: Community Activity Corridor (AC-2)
Current County Zoning: Heavy Industrial (HI) (Pending General Commercial, GC)
Proposed City Zoning: General Commercial District (C-3) within a Flood Protective Area (-FP)
Census Tract: 117.01

DETERMINATION FOR CITY SERVICES

The following determination is an estimate of the benefits and costs associated with the annexation of the subject property:

Police

This address is next to property that is already annexed in the City so it will not be a burden on our resources. However, as with most annexations, we find that the proposed annexation will result in an increased number of calls for service. The estimated cost to serve this existing office is **approximately \$200 per year**, based on calls to similar properties within the City limits.

Fire

The proposed annexation will not result in additional costs or impact services being provided by this department. Annexation would lower the ISO rating of this property to a Class 1 from a Class 2.

Solid Waste

There are **no anticipated costs** to the Solid Waste Division as service is not typically provided to this type of use.

Engineering

Because water and sewer lines currently exist in this area, the Utilities and Engineering Division **will not incur any costs** associated with this annexation.

Water Customer Care

The customers on the annexed property will pay water rates approximately **40% lower** than out-of-city customers.

Planning & Development Services

We recommend approval of the annexation of this commercial building and business, as it is located within a designated Primary Donut Hole in the Urban Service Area plan. The estimated real estate tax revenue generated for the City will be **approximately \$2,800 per year**, based on the current tax rate and value estimates.

* Estimated City Tax Revenue is based on **2019 millage** for real property and calculated as: ((Taxable Value × Tax Rate) × City Millage Rate (.0938)). The actual additional taxes paid by the property owner will generally be substantially lower as some millage items do not apply to in-City properties, and an increased Local Option Sales Tax credit factor applies to in-City properties (an additional .002020 for the 2019 tax year).

PLANS, POLICIES, AND LAND USE

Urban Service Area

Subject parcel is in a “Donut Hole” as identified in the Urban Service Area Map

Principles and Goals of the Urban Service Area

The Urban Service Area identifies those areas the City of Columbia wishes to provide with urban services. Primary emphasis will be given to annexing developed areas adjoining the City limits and “islands” of unincorporated territory surrounded by the City. Primary, secondary, and long-range annexation priorities for specific areas may be identified. Secondary areas may include higher value properties which assist the City in achieving a more balanced economic base.

Donut Holes are unincorporated areas that are completely surrounded by the City of Columbia and/or another municipality. These areas pose a number of challenges to the City that can be addressed through annexation. They can often cause inefficiencies in the delivery of services due to confusion about jurisdiction. Also, if the land is in a jurisdiction with a different approach to code enforcement, these areas can negatively impact the quality of life for adjacent City residents. Such inefficiencies and the costs to taxpayers are germane to City and County property both, which results in a greater impact to City residents since they pay City and County taxes.

Comprehensive Plan Land Use Classification

The proposed future land use for the subject property is Community Activity Corridor (AC-2) in the *Columbia Compass: Envision 2036* Future Land Use Map. The property is currently assigned a future land use of Mixed Residential (High Density) by Richland County.

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

Primary Types

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

Secondary Types

- Multi-family Small & Medium

Tertiary Types

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

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

The subject property is located within the study area of the Capital City Mill District Area & Corridor Plan (2017), adopted by the City of Columbia and Richland County. This plan made future land use recommendations for the joint planning area based upon the City's future land use classifications, and the plan did recommend the assignment of the Community Activity Center (AC-2) classification for this property. Mill District characteristics were identified specific to future land use classifications, and include "reuse and infill development, urban corridor scale, predominantly business, and density that defines the street edge" for AC-2 (page 34). No recommendations were made specific to the subject property, though the Greenspace and Mobility Analysis (page 77) indicates the potential location of a future multi-use path along Rosewood Drive. Broader recommendations of the plan, especially those specific to rail relocation, may indirectly impact the property given its proximity to two rail lines.

PROPOSED ZONING DISTRICT SUMMARY

The parcel is currently zoned HI by Richland County. Surrounding parcels within the City of Columbia are currently zoned General Commercial District (C-3) to the North and Light Industrial District (M-1) to the East. Surrounding parcels within unincorporated Richland County are currently zoned M-1 to the West and HI to the South.

The proposed City of Columbia zoning district is General Commercial District (C-3) within a Flood Protective Area (-FP).

General Commercial District (C-3)

The C-3 district is intended to accommodate a variety of general commercial and nonresidential uses characterized primarily by retail, office and service establishments and oriented primarily to major traffic arteries or extensive areas of predominantly commercial usage and characteristics. Certain related structures and uses are permitted outright or are permissible as special exceptions subject to restrictions and requirements intended to best fulfill the intent of this article. It is not the intent of this article to encourage the development of long, narrow strips of commercial development fronting on major arteries, often referred to as strip commercial areas. Such development is often incompatible with adjacent uses and may lead to the eventual formation of commercial slums, damage the traffic-carrying capacities of streets, increase congestion, lead to depreciation of property values in adjacent areas, encourage undue dispersion of commercial facilities to the inconvenience of the public, and create disproportionate costs in the provision of governmental services.

STAFF RECOMMENDATION

Staff recommends that City Council annex the property, assign a future land use classification of Community Activity Corridor (AC-2), and assign zoning of General Commercial District (C-3) within a Flood Protective Area (-FP) at the time of annexation.



Land Use Map

1314 Rosewood Drive, TMS# 11208-02-10

Existing Rich. Co. FLU: Mixed Residential (High Density); Proposed FLU: AC-2



We Are Columbia

Prepared by: Shane Shaughnessy
September 2, 2020



UCMR-1 - Urban Core Mixed Residential - 1	UCR-2 - Urban Core Residential Large Lot	UEAC-2 - Urban Edge Regional Activity Center	S/A - Sports/Amusement
UCMR-2 - Urban Core Mixed Residential - 2	UER-1 - Urban Edge Residential Small Lot	AC-1 - Neighborhood Activity Corridor	C/I - Civic/Institutional
UCMR-3 - Urban Core Mixed Residential - 3	UER-2 - Urban Edge Residential Large Lot	AC-2 - Community Activity Corridor	CBA - Central Business Area
UEMR - Urban Edge Mixed Residential	UCAC-1 - Urban Core Neighborhood Activity Center	AC-3 - Regional Activity Corridor	ZOO - Riverbanks Zoo & Garden
UCMF - Urban Core Multi-family	UCAC-2 - Urban Core Community Activity Center	EC - Employment Campus	U/C - Universities/Colleges
UEMF - Urban Edge Multi-family	UCAC-3 - Urban Core Regional Activity Center	IND - Industrial	FJ - Fort Jackson
UCR-1 - Urban Core Residential Small Lot	UEAD-1 - Urban Edge Community Activity Center	TU - Transportation & Utilities	T/S - Transitional/Sensitive Lands

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Zoning Map

1314 Rosewood Drive, TMS# 11208-02-10
Current Rich. Co. Zoning: HI; Proposed Zoning: C-3, -FP



We Are Columbia



Prepared by: Shane Shaughnessy
September 2, 2020



-FP: Floodplain Overlay District

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ORDINANCE NO.: 2020-096

*Annexing and Incorporating 1314 Rosewood Drive, Richland County TMS #11208-02-10
into Columbia Compass: Envision 2036 adopted by Ordinance No.: 2020-028 on August 4, 2020*

WHEREAS, a proper petition has been filed with the City Council by one hundred (100%) percent of the property owners of the within described property under the provisions of South Carolina Ann. Sec. 5-3-150; and,

WHEREAS, it appears to City Council that the annexation of the property would be in the best interest of the property owners and the City of Columbia; and,

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

BE IT ORDAINED by the Mayor and City Council of the City of Columbia, South Carolina, ____ day of _____, 2020, that the property described herein is hereby annexed to, incorporated into Columbia Compass: Envision 2036 adopted by Ordinance No.: 2020-028 on August 4, 2020, and becomes a part of the City of Columbia effective immediately. This property shall be assigned a future land use classification of Community Activity Corridor (AC-2), zoning of General Commercial District (C-3), apportioned to City Council District 3, Census Tract 117.01 and contains 0.90 acres.

PROPERTY DESCRIPTION: See Attached Exhibit "A"

Richland County TMS NO.: 11208-02-10

Also included in the territory hereby annexed are all contiguous portions of all public rights of way, streets and highways.

Requested by:

Assistant City Manager Gentry

Mayor

Approved by:

City Manager

Approved as to form:

ATTEST:

T. A. Knox

City Attorney

City Clerk

Introduced:

Final Reading:

EXHIBIT "A"
PROPERTY DESCRIPTION
ORDINANCE NO.: 2020-096

All that certain piece, parcel or lot of land, with improvements thereon, if any, situate, lying and being near the City of Columbia, in the County of Richland, State of South Carolina, containing 0.90 acres, more or less, and shown and designated as block 02, lot 10 on Richland County Tax Map 11208. Said parcel having such boundaries and measurements as are shown on said tax map.

MEMORANDUM

Office of the City Manager

TO: Department Heads
 FROM: Teresa Wilson, City Manager
 DATE: September 2, 2020
 RE: **Property Address:** 1314 Rosewood Drive
Richland County TMS#: 11208-02-10
Owner(s): Realty Haven, LLC
Current Use: Commercial
Proposed Use: Commercial
Current County Land Use: Mixed Residential (High Density)
Proposed City Land Use: Community Activity Corridor (AC-2)
Current County Zoning: Heavy Industrial (HI) (Pending General Commercial; GC)
Proposed City Zoning: General Commercial (C-3) within a Flood Protective Area (-FP)
Reason for Annexation: Municipal Services; Donut Hole - Primary
City Council District: 3
Census Tract: 117.01

The Planning & Development Services advises that the above referenced property has been offered for annexation. Attached, please find a map or drawing reflecting the property. You are directed to forward your comments and/or recommendations regarding the issue of whether to annex or not to Planning & Development Services. Planning & Development Services will compile your comments for City Council consideration.

Planning & Development Services staff will see to it that this matter is placed on the **October 5, 2020** Planning Commission agenda. Planning & Development Services staff will notify the City Attorney of the Planning Commission's zoning recommendation by forwarding a copy of this form, completed, as soon as the Planning Commission has met.

/atl

Attachments

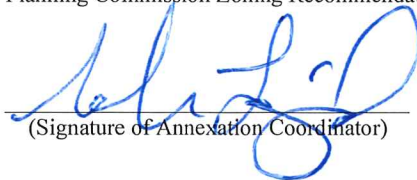
cc:

Clint Shealy, Assistant City Manager
 Jeff Palen, Assistant City Manager/CFO
 Aubrey Jenkins, Fire Chief
 Joseph Jacob, Director, Utility Operations
 Robert Anderson, Public Works Director
 Krista Hampton, Planning & Development Services
 Lakesha Shannon, Business License Administrator
 Greg Williams, Deputy Business License Administrator
 Tiffany Latimer, Customer Care Administrator
 Jerry Thompson, Building Official
 Michelle Brazell, Engineering
 Denny Daniels, Engineering
 Police Planning & Research
 Alfreda Tindal, Richland Co. 911 Addressing Coordinator

Missy Gentry, Assistant City Manager
 Henry M. Simons, Assistant City Manager
 Teresa Knox, City Attorney
 William Holbrook, Police Chief
 Dana Higgins, Director, Engineering
 Jan Alonso, Finance Director
 Gloria Saaed, Community Development Director
 George Adams, Fire Marshal
 Rachel Bailey, Zoning Administrator
 Jacquelyn Richburg, Columbia-Richland 911
 David Hatcher, Housing Official
 Richland County Solid Waste Collection
 John Fellows, Planning Administrator
 Tori Salvant, Dev. Center Administrator

Planning Commission Land Use Recommendation: AC-2 (Land Use classification) by 8-0
 on 10/5/20 (mm/dd/yyyy).

Planning Commission Zoning Recommendation: C-3 (Zoning classification) by 8-0
 on 10/5/20 (mm/dd/yyyy).

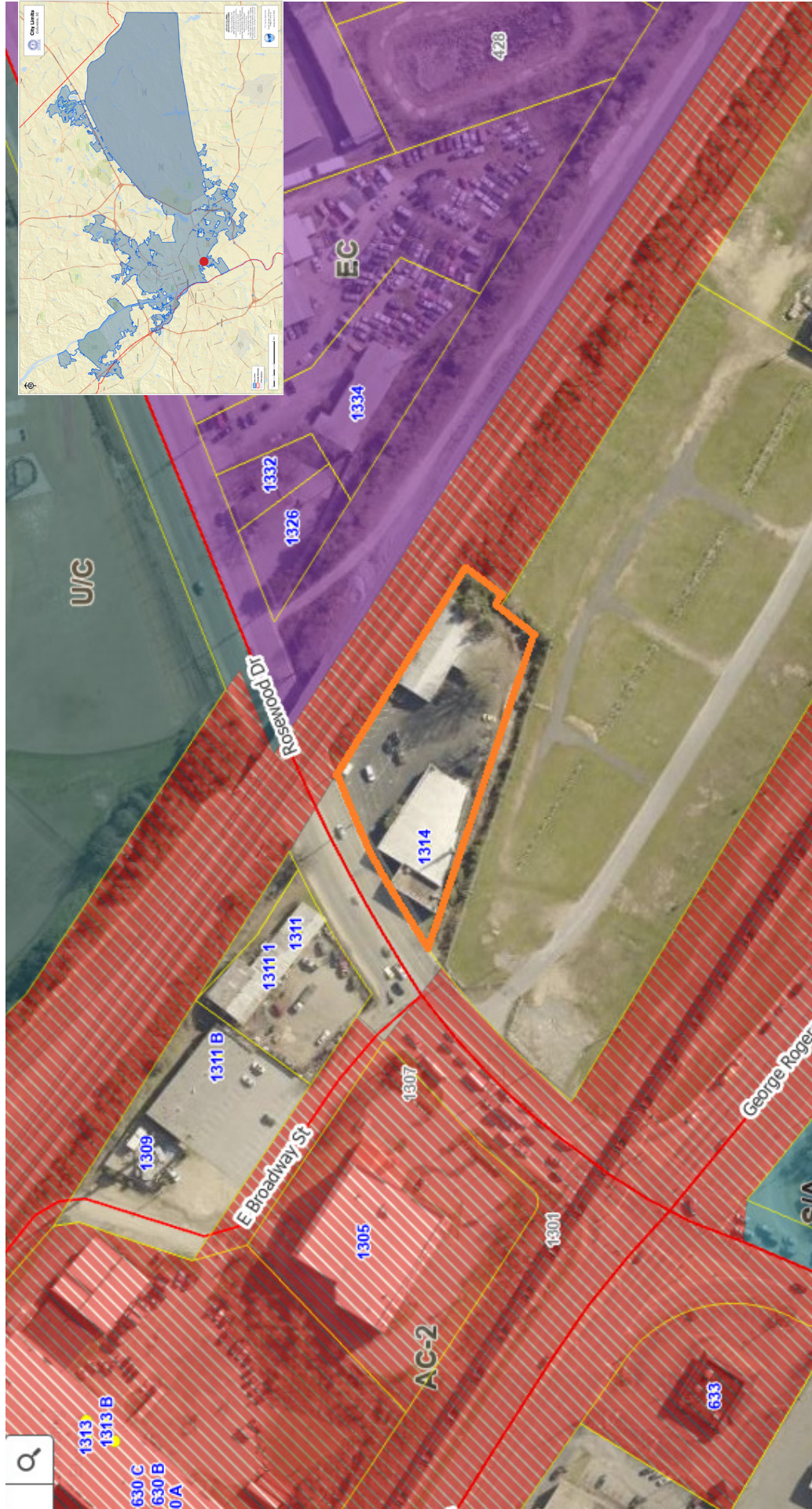

 (Signature of Annexation Coordinator)

Attachment: 2020-096 annex-incorporate 1314 Rosewood Drive (6233 : ANNEXATION, COMPREHENSIVE PLAN MAP, AND ZONING MAP: 1314



Land Use Map

1314 Rosewood Drive, TMS# 11208-02-10
Existing Rich. Co. FLU: Mixed Residential (H



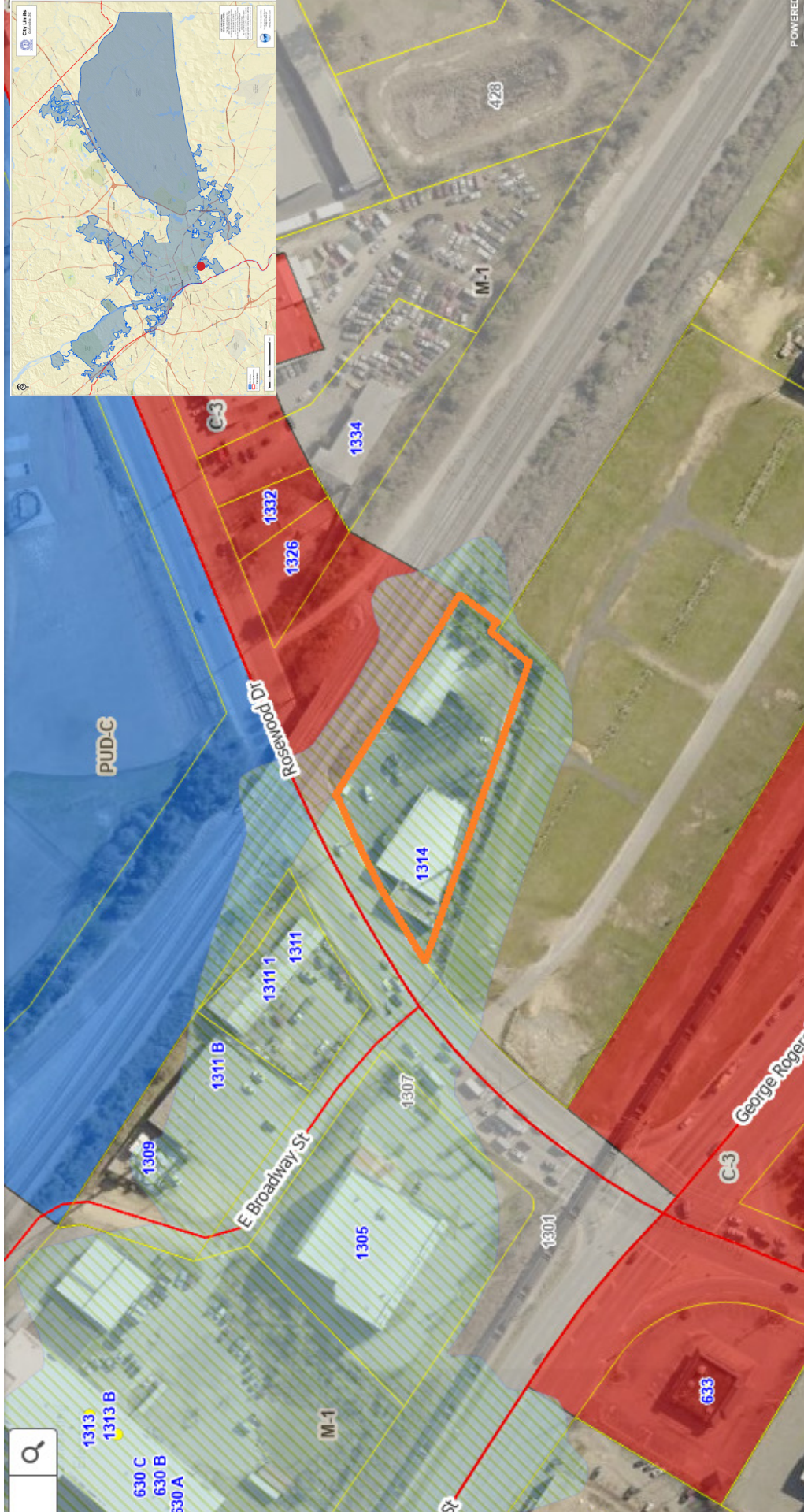
Prepared by: Shane Shaughnessy
September 2, 2020

DISCLAIMER:

DISCLAIMER:
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Zoning Map

1314 Rosewood Drive, TMS# 11208-02-10
Current Rich. Co. Zoning: HI; Proposed Zoning: C-3, -FP



Prepared by: Shane Shaughnessy
September 2, 2020



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 -FP: Floodplain Overlay District

Attachment: 2020-096 annex-incorporate 1314 Rosewood Drive (6233 : ANNEXATION, COMPREHENSIVE PLAN MAP, AND ZONING MAP: 1314

STATE OF SOUTH CAROLINA)
)
 COUNTY OF RICHLAND) PETITION FOR ANNEXATION

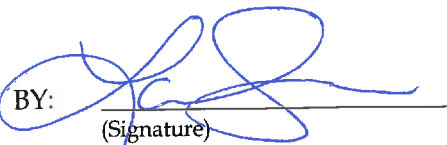
The undersigned, being the owner(s) of the property described below hereby petition(s) the Mayor and City Council for annexation to the City of Columbia, South Carolina pursuant to S.C. Code Ann. Section 5-3-150, 1976, as amended.

Property Description: All that certain piece, parcel or lot of land, with improvements thereon, if any, situate, lying and being near the City of Columbia, in the County of Richland, State of South Carolina, containing 0.90 acres, more or less, and shown and designated as block 02, lot 10 on Richland County Tax Map 11208. Said parcel having such boundaries and measurements as are shown on said tax map.

Richland County TMS: 11208-02-10

Property Address: 1314 Rosewood Drive

Realty Haven, LLC

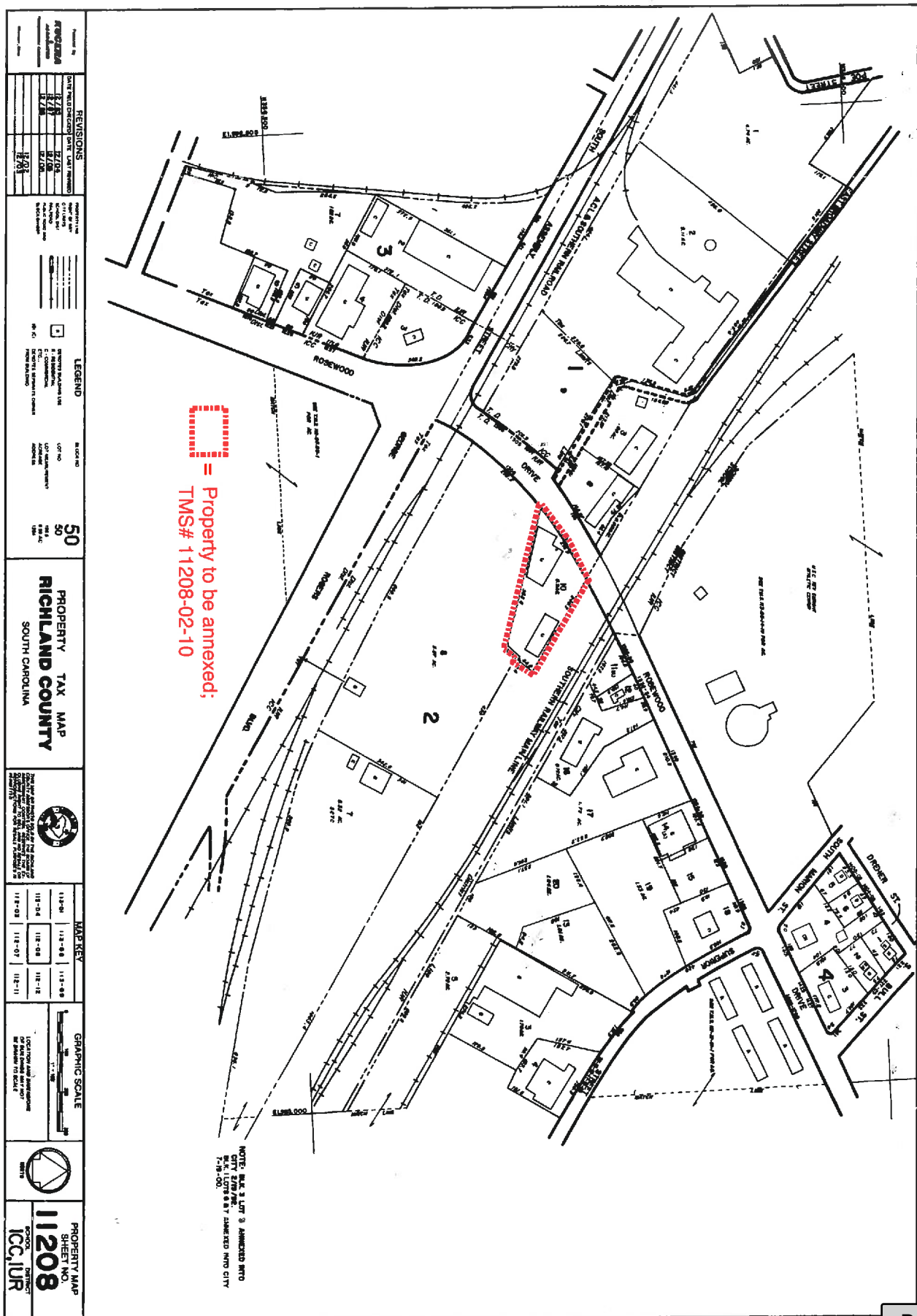
BY: 
 (Signature)

Date: 8/25/20

Lauren Taylor
 (Print or Type Name)

ITS: Principle / Member
 (Print or Type Title)

11208





CITY COUNCIL

November 17, 2020 at 2:00pm

Virtual Meeting Using Video Conferencing Technology, Columbia, SC

ANNEXATION, COMPREHENSIVE PLAN MAP AMENDMENT, AND ZONING MAP AMENDMENT CASE SUMMARY

1.45 acre portion of 940 Gracern Road; TMS# 07301-02-01(p)

Council District:	2
Proposal:	Request to annex, assign land use classification of Employment Campus (EC) and assign zoning of General Commercial (C-3) at the time of annexation. The property is currently classified as Mixed Residential (High Density) and zoned RS-LD by Richland County.
Applicant:	American Home Renovations, LLC
Staff Recommendation:	Approval
PC Recommendation:	05/04/2020; Approval (7-0)
ZPH, 1 st Reading:	11/17/2020; Pending
2 nd Reading:	12/01/2020; Pending

CURRENT PARCEL CHARACTERISTICS/CONDITIONS

Acreage: 1.45 acres
Current Use: Vacant
Proposed Use: Commercial / Vacant
Reason for Annexation: Municipal Services
Urban Service Area: Donut Hole
Current County Land Use Classification: Mixed Residential (High Density)
Proposed City Land Use Classification: Employment Campus (EC)
Current County Zoning: RS-LD
Proposed City Zoning: General Commercial District (C-3)
Census Tract: 104.03

DETERMINATION FOR CITY SERVICES

The following determination is an estimate of the benefits and costs associated with the annexation of the subject property:

Note: City Council originally reviewed this property as part of a 2.37 acre annexation request (Ordinance 2020-038) at the May 19, 2020 zoning public hearing. Due to a clerical error, the petition and legal description did not include this 1.45-acre "Tract A", thus this new ordinance is before you today.

Police

As most of the proposed development is on a parcel within the City limits, it is difficult to calculate the cost of the annexation of this parcel separate from the portion already within the City limits. **Including the portion of the property already within the City limits, the estimated annual cost for this development based upon calls for service is approximately \$700.**

Fire

The proposed annexation will not result in additional costs or impact services being provided by this department. Annexation would lower the ISO rating of this property to a Class 1 from a Class 2.

Solid Waste

There is **no anticipated cost** for this property under consideration for annexation, as solid waste service is not provided to this type of use.

Engineering

Water lines serve this property, and sewer service is available to the portion of the development that is already within the City limits. If it would be necessary to extend sewer to the northern part of the property, **the estimated cost for that extension would be approximately \$56,000.**

Water Customer Care

The customers on the annexed property will pay water and sewer rates approximately **40% lower** than out-of-city customers.

Planning & Development Services

We recommend annexation of this parcel, located within a Donut Hole as designated in the Urban Service Area plan. There are no immediate development plans on a 1.45 portion of the subject property, and the remaining 0.92 acres will be developed in conjunction with an adjacent parcel that is already within the City limits. Thus, it is difficult to isolate the real estate tax revenue for this parcel from the adjacent property already within the City. **Including the development on the property already within the City limits, the estimated annual real estate tax revenue is approximately \$4,000.**

* Estimated City Tax Revenue is based on 2019 millage for real property and calculated as: ((Taxable Value × Tax Rate) × City Millage Rate (.0938)). The actual additional taxes paid by the property owner will generally be substantially lower as some millage items do not apply to in-City properties, and an increased Local Option Sales Tax *credit* factor applies to in-City properties (an additional .002020 for the 2019 tax year).

PLANS, POLICIES, AND LAND USE

Urban Service Area

Subject parcel is in a “Donut Hole” as identified in the Urban Service Area Map

Principles and Goals of the Urban Service Area

The Urban Service Area identifies those areas the City of Columbia wishes to provide with urban services. Primary emphasis will be given to annexing developed areas adjoining the City limits and “islands” of unincorporated territory surrounded by the City. Primary, secondary, and long-range annexation priorities for specific areas may be identified. Secondary areas may include higher value properties which assist the City in achieving a more balanced economic base.

Donut Holes are unincorporated areas that are completely surrounded by the City of Columbia and/or another municipality. These areas pose a number of challenges to the City that can be addressed through annexation. They can often cause inefficiencies in the delivery of services due to confusion about jurisdiction. Also, if the land is in a jurisdiction with a different approach to code enforcement, these areas can negatively impact the quality of life for adjacent City residents. Such inefficiencies and the costs to taxpayers are germane to City and County property both, which results in a greater impact to City residents since they pay City and County taxes.

Comprehensive Plan Land Use Classification

The proposed future land use for the subject property is Employment Campus (EC). The property is currently assigned a future land use of Mixed Residential (High Density) by Richland County.

These are areas dedicated to concentrations of employment uses ranging from 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, medical research facilities, office suites, and non-polluting manufacturing, and research and development uses. Redevelopment and infill in these districts with more supporting uses like multi-family residential and other retail/entertainment uses is encouraged with access to multi-modal transit stops in and near the employment campus.

Primary Types

Medium to High-rise Office/Services
Medium to Extra Large Format Flex

Secondary Types

- Multi-family Medium to High-rise Mixed-use
- 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 area of the Broad River Corridor Master Plan (2010) adopted by Richland County, specifically within the Greystone Boulevard Neighborhood Sub-Area (page 48). The plan proposes a land use character district of Neighborhood Residential District for the property (page 32), and the subject property is not located within a half mile radius of the proposed nodes set forth within the plan along the Broad River Road Corridor (page 61).

PROPOSED ZONING DISTRICT SUMMARY

The parcel is currently zoned RS-LD by Richland County. Surrounding parcels within the City of Columbia are currently zoned General Commercial District (C-3) to the West and South and Development District (D-1) to the East. Surrounding parcels in unincorporated Richland County are currently zoned RS-LD to the North.

The proposed City of Columbia zoning district is General Commercial District (C-3).

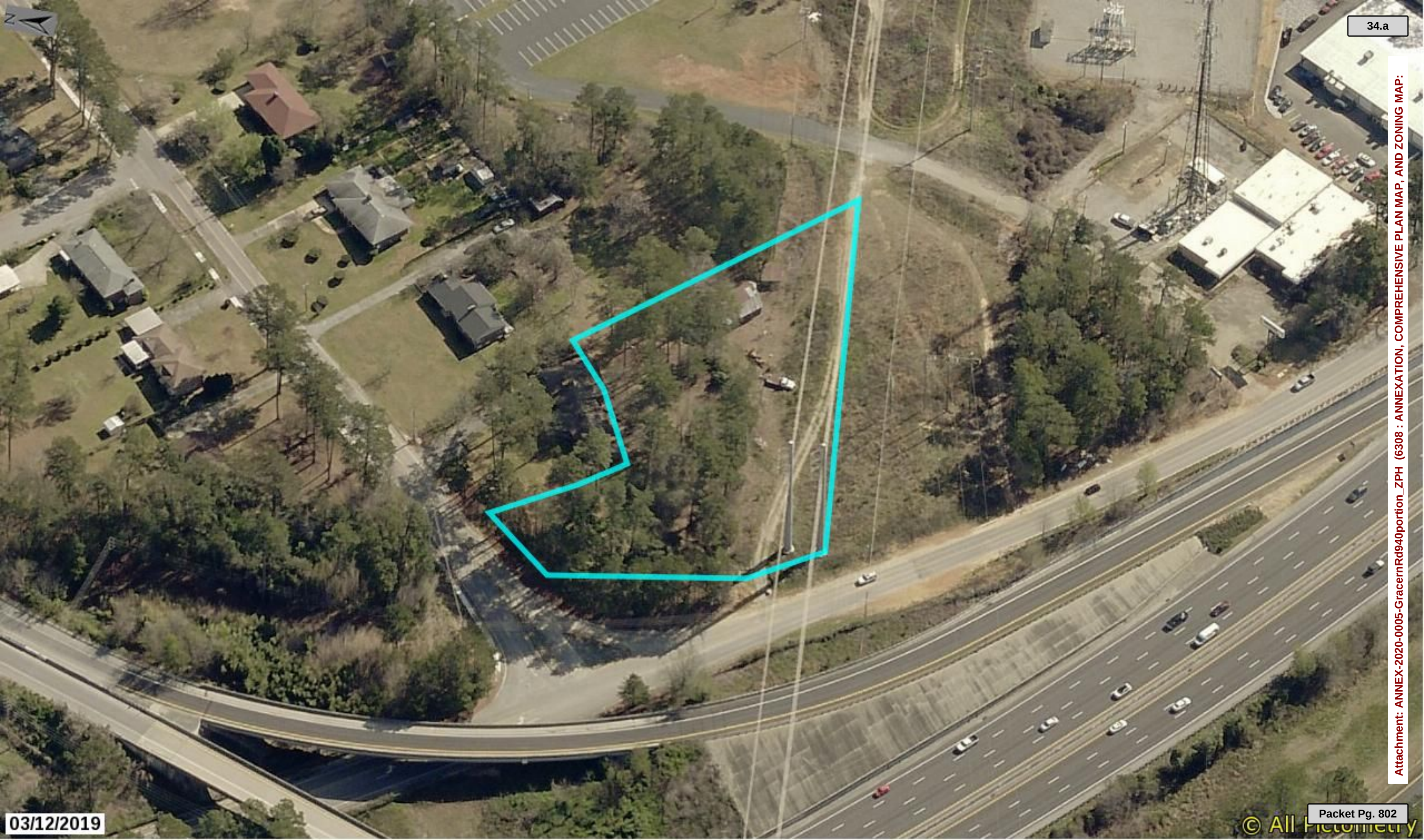
General Commercial District (C-3)

The C-3 district is intended to accommodate a variety of general commercial and nonresidential uses characterized primarily by retail, office and service establishments and oriented primarily to major traffic arteries or extensive areas of predominantly commercial usage and characteristics. Certain related structures and uses are permitted outright or are permissible as special exceptions subject to restrictions and requirements intended to best fulfill the intent of this article. It is not the intent of this article to encourage the development of long, narrow strips of commercial development fronting on major arteries, often referred to as strip commercial areas. Such development is often incompatible with adjacent uses and may lead to the eventual formation of commercial slums, damage the traffic-carrying capacities of streets, increase congestion, lead to depreciation of property values in adjacent areas, encourage undue dispersion of commercial facilities to the inconvenience of the public, and create disproportionate costs in the provision of governmental services.

STAFF RECOMMENDATION

Staff recommends that City Council annex the property, approve an ordinance to assign a future land use classification of Employment Campus (EC), and zoning of General Commercial District (C-3) at the time of annexation.

Attachment: ANNEX-2020-0005-GracernRd940portion_ZPH (6308 : ANNEXATION, COMPREHENSIVE PLAN MAP, AND ZONING MAP: 940



Future Land Use Map

Department of Planning & Development Services

1.45 acre portion of 940 Gracern Road, TMS# 07301-02-01(p);
Existing Rich. Co. FLU: Mixed Residential (High Density), Proposed FLU: RS-LD

34.a

Legend

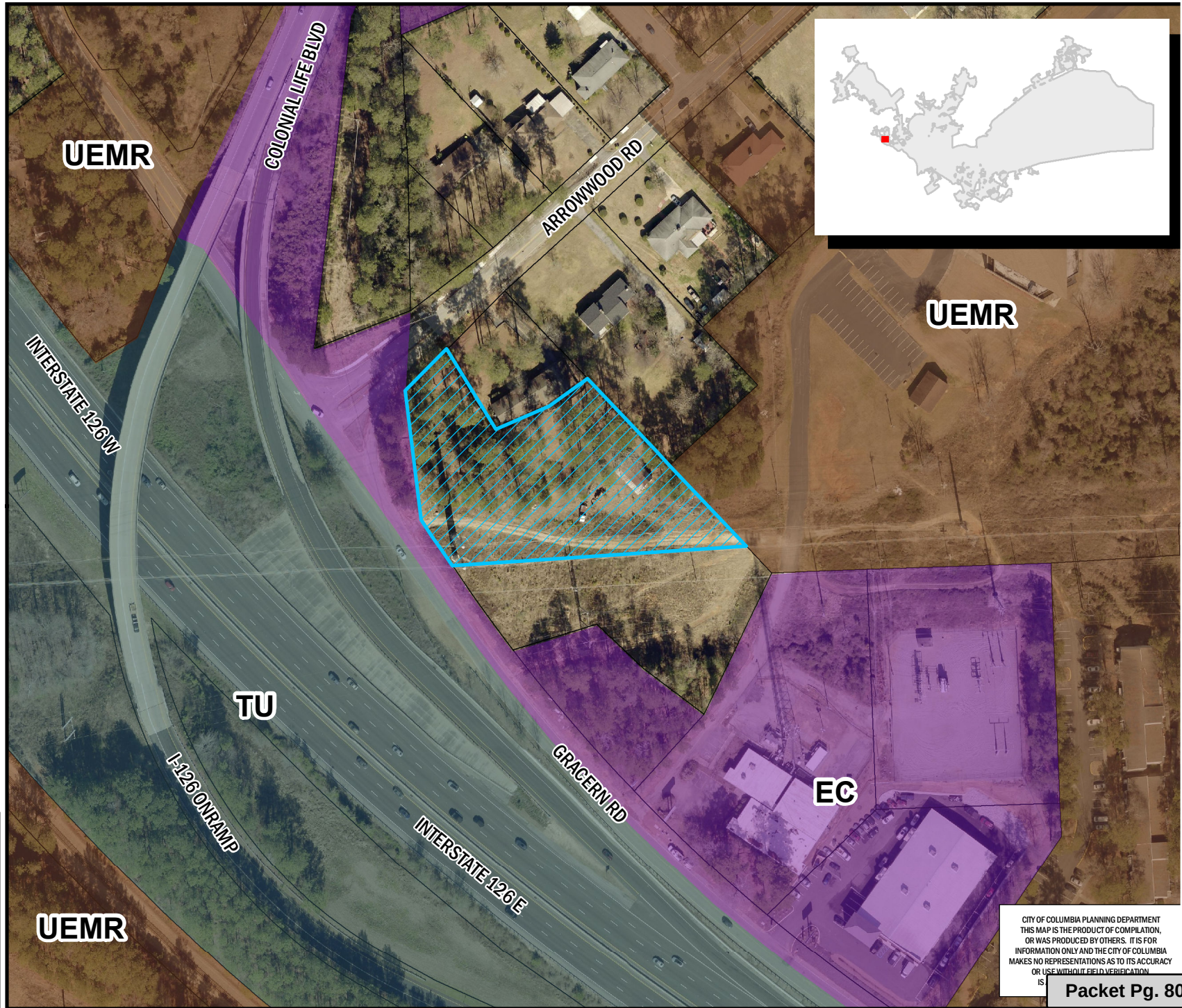
CITY LIMITS
PARCELS

Gracern940_TractA
Cand680_0_47ac

UCMR-1 - Urban Core Mixed Residential - 1
UCMR-2 - Urban Core Mixed Residential - 2
UCMR-3 - Urban Core Mixed Residential - 3
UEMR - Urban Edge Mixed Residential
UCMF - Urban Core Multi-family
UEMF - Urban Edge Multi-family
UCR-1 - Urban Core Residential Small Lot
UCR-2 - Urban Core Residential Large Lot
UER-1 - Urban Edge Residential Small Lot
UER-2 - Urban Edge Residential Large Lot
UCAC-1 - Urban Core Neighborhood Activity Center
UCAC-2 - Urban Core Community Activity Center
UCAC-3 - Urban Core Regional Activity Center
UEAC-1 - Urban Edge Community Activity Center
UEAC-2 - Urban Edge Regional Activity Center
AC-1 - Neighborhood Activity Corridor
AC-2 - Community Activity Corridor
AC-3 - Regional Activity Corridor
EC - Employment Campus
IND - Industrial
TU - Transportation & Utilities
SIA - Sports/Amusement
CII - Civic/Institutional
CBA - Central Business Area
ZOO - Riverbanks Zoo & Garden
UIC - Universities/Colleges
FJ - Fort Jackson
TIS - Transitional/Sensitive Lands

0 40 80 160 Feet

ORIGINAL PREPARATION/DATE:
This map was prepared by:
Shane Shaughnessy
Date: 10/29/2020



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IS

Packet Pg. 803

** DATA SOURCE - CITY OF COLUMBIA, GIS DIVISION

Attachment: ANNEX-2020-0005-GracernRd940portion_ZPH (6308 : ANNEXATION, COMPREHENSIVE

Zoning Map

Department of Planning & Development Services

1.45 acre portion of 940 Gracern Road, TMS# 07301-34.a
Existing Rich. Co. Zoning: RS-LD, Proposed Zoning: C-3

Legend

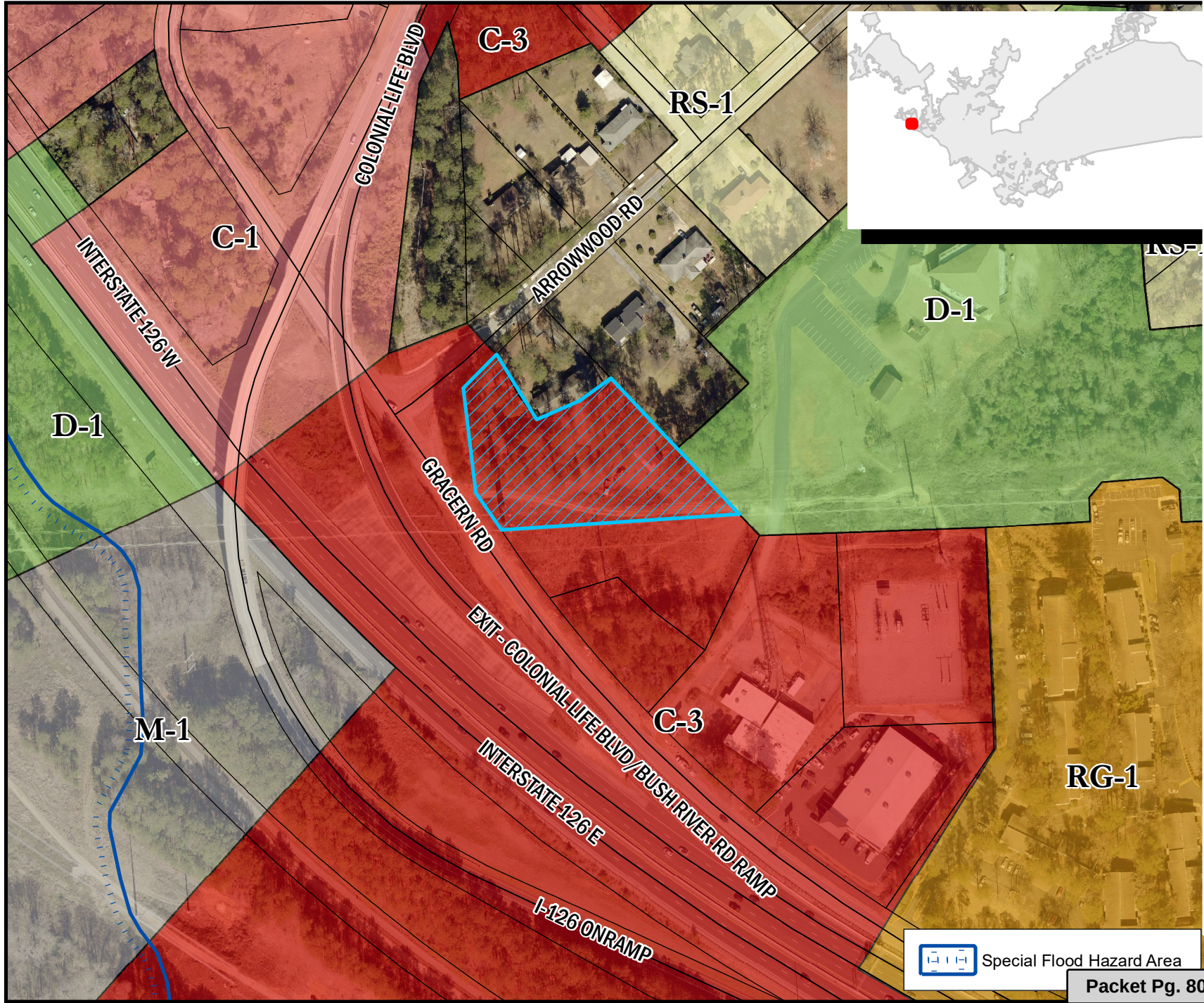
PARCELS

D-1	C-1
RS-1	C-2
RS-1A	C-3
RS-1B	C-3A
RS-2	C-4
RS-3	C-5
RD	M-1
RD-2	M-2
RG-1	PUD-C
RG-1A	PUD-LS
RG-2	PUD-LS-E
RG-3	PUD-LS-R
UTD	PUD-R
MX-1	OUT OF CITY
MX-2	

0 50 100 200 Feet

ORIGINAL PREPARATION/DATE:
This map was prepared by:
Shane Shaughnessy
October 29, 2020

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Special Flood Hazard Area

Packet Pg. 804

** DATA SOURCE - CITY OF COLUMBIA, GIS DIVISION

Attachment: ANNEX-2020-0005-GracernRd940portion_ZPH (6308 : ANNEXATION, COMPREHENSIVE

ORDINANCE NO.: 2020-097

*Annexing and Incorporating 1.45 acre portion of 940 Gracern Road,
Richland County TMS#07301-02-01(pt) into Columbia Compass: Envision 2036 adopted by
Ordinance No.: 2020-028 on August 4, 2020*

WHEREAS, a proper petition has been filed with the City Council by one hundred (100%) percent of the property owners of the within described property under the provisions of South Carolina Ann. Sec. 5-3-150; and,

WHEREAS, it appears to City Council that the annexation of the property would be in the best interest of the property owners and the City of Columbia; and,

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

BE IT ORDAINED by the Mayor and City Council of the City of Columbia, South Carolina, ____ day of _____, 2020, that the property described herein is hereby annexed to, incorporated into Columbia Compass: Envision 2036 adopted by Ordinance No.: 2020-028 on August 4, 2020, and becomes a part of the City of Columbia effective immediately. This property shall be assigned a future land use classification of Employment Campus (EC), zoning of General Commercial District (C-3), apportioned to City Council District 2, Census Tract 104.03 and contains 1.45 acres.

PROPERTY DESCRIPTION: See Attached Exhibit "A"

Richland County TMS NO.: 07301-02-01 (pt)

Also included in the territory hereby annexed are all contiguous portions of all public rights of way, streets and highways.

Requested by:

Assistant City Manager Gentry

Mayor

Approved by:

City Manager

Approved as to form:

ATTEST:

T. A. Knox

City Attorney

City Clerk

Introduced:

Final Reading:

EXHIBIT "A"
PROPERTY DESCRIPTION
ORDINANCE NO.: 2020-097

All that certain piece, parcel or lot of land, with improvements thereon, if any, situate, lying and being near the City of Columbia, in the County of Richland, State of South Carolina, and shown as Tract A on a Zoning Sketch prepared for Carolina Paint & Body, by Howard R. Boyd, II, P.E., Southeastern Land Management and Surveying, LLC, dated January 28, 2020, and containing 1.45 acres. Said tract having such boundaries and measurements as are shown on said Zoning Sketch hereby incorporated by reference for a more complete description of the property.

MEMORANDUM

Office of the City Manager

TO: Department Heads

FROM: Teresa Wilson, City Manager

DATE: March 11, 2020

RE: **Property Address:** 940 Gracern Road
Richland County TMS#: 07301-02-01
Owner(s): American Home Renovations, LLC / Julius Brazell
Current Use: Vacant
Proposed Use: Commercial / Vacant
Current County Land Use: Mixed Residential (High Density)
Proposed City Land Use: Employment Campus (EC)
Current County Zoning: Residential Single Family Low Density (RS-LD)
Proposed City Zoning: General Commercial (C-3)
Reason for Annexation: Municipal Services; Donut Hole
City Council District: 2
Census Tract: 104.03

The Planning & Development Services advises that the above referenced property has been offered for annexation. Attached, please find a map or drawing reflecting the property. You are directed to forward your comments and/or recommendations regarding the issue of whether to annex or not to Planning & Development Services. Planning & Development Services will compile your comments for City Council consideration.

Planning & Development Services staff will see to it that this matter is placed on the **April 6, 2020** Planning Commission agenda. Planning & Development Services staff will notify the City Attorney of the Planning Commission's zoning recommendation by forwarding a copy of this form, completed, as soon as the Planning Commission has met.

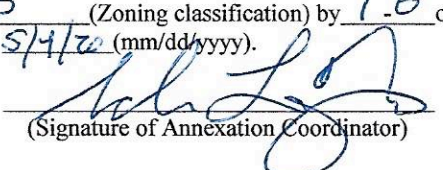
/atl

Attachments

cc:	Clint Shealy, Assistant City Manager	Missy Gentry, Assistant City Manager
	Jeff Palen, Assistant City Manager/CFO	Teresa Knox, City Attorney
	Aubrey Jenkins, Fire Chief	William Holbrook, Police Chief
	Joseph Jaco, Director, Utility Operations	Dana Higgins, Director, Engineering
	Robert Anderson, Public Works Director	Jan Alonso, Finance Director
	Krista Hampton, Planning & Development Services	Gloria Saaed, Community Development Director
	Lakesha Shannon, Business License Administrator	George Adams, Fire Marshal
	Greg Williams, Deputy Business License Administrator	Rachel Bailey, Zoning Administrator
	Tiffany Latimer, Customer Care Administrator	Jacquelyn Richburg, Columbia-Richland 911
	Jerry Thompson, Building Official	David Hatcher, Housing Official
	Michelle Brazell, Engineering	Richland County Solid Waste Collection
	Denny Daniels, Engineering	John Fellows, Planning Administrator
	Police Planning & Research	Tori Salvant, Dev. Center Administrator
	Alfreda Tindal, Richland Co. 911 Addressing Coordinator	

Planning Commission Land Use Recommendation: EC (Land Use classification) by 7.0 on 5/4/20 (mm/dd/yyyy).

Planning Commission Zoning Recommendation: C-3 (Zoning classification) by 7.0 on 5/4/20 (mm/dd/yyyy).


 (Signature of Annexation Coordinator)



Attachment: 2020-097 annex 1.45 ac pt 940 Gracern Road (6308 : ANNEXATION, COMPREHENSIVE PLAN MAP, AND ZONING MAP: 940 Gracern

Future Land Use Map

940 Gracern Road, TMS# 07301-02-01;

Current Rich. Co. FLU: Mixed Residential (High Density), Proposed FLU: EC

34.b

Department of Planning & Development Services

Legend



- UCMR-1 - Urban Core Mixed Residential-1
- UCMR-2 - Urban Core Mixed Residential-2
- UCMR-3 - Urban Core Mixed Residential-3
- UEMR - Urban Edge Mixed Residential
- UEMF - Urban Edge Multi-Family
- UCR-1 - Urban Core Residential Small Lot
- UCR-2 - Urban Core Residential Large Lot
- UER-1 - Urban Edge Residential Small Lot
- UER-2 - Urban Edge Residential Large Lot
- UCAC-1 - Urban Core Neighborhood Activity Center
- UCAC-2 - Urban Core Community Activity Center
- UEAC-1 Urban Edge Community Activity Center
- UCAC-3 Urban Core Regional Activity Center
- UEAC-2 - Urban Edge Regional Activity Center
- AC-1 - Neighborhood Activity Corridor
- AC-2 - Community Activity Corridor
- AC-3 - Regional Activity Corridor
- EC - Employment Campus
- IND - Industrial
- TU - Transportation & Utilities
- SD-1 - Sports/Amusement District
- SD-2 - Civic/Institutional Districts
- SD-3 - Central Business District
- SD-4 - Riverbanks Zoo and Garden
- SD-5 - Universities/Colleges
- SD-6 - Fort Jackson



0 50 100 200 Feet

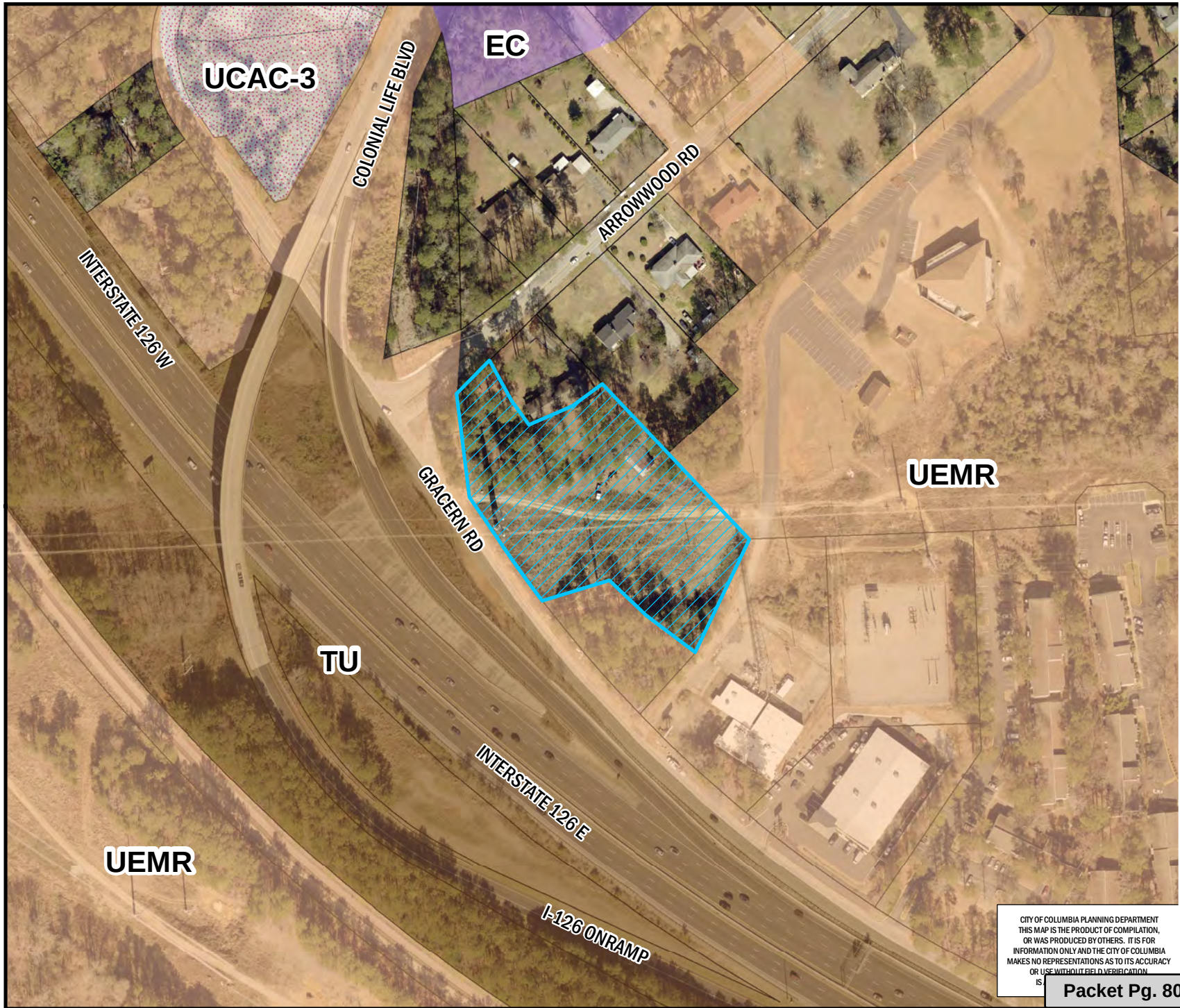
ORIGINAL PREPARATION/DATE:

This map was prepared by:

Shane Shaughnessy
March 11, 2020



We Are Columbia



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Packet Pg. 809

** DATA SOURCE - CITY OF COLUMBIA, GIS DIVISION

Attachment: 2020-097 annex 1.45 ac pt 940 Gracern Road (6308 : ANNEXATION, COMPREHENSIVE PLAN

Zoning Map

Department of Planning & Development Services

940 Gracern Road, TMS# 07301-02-01;
Current Rich. Co. Zoning: RS-LD, Proposed Zoning: C-3

34.b

Legend

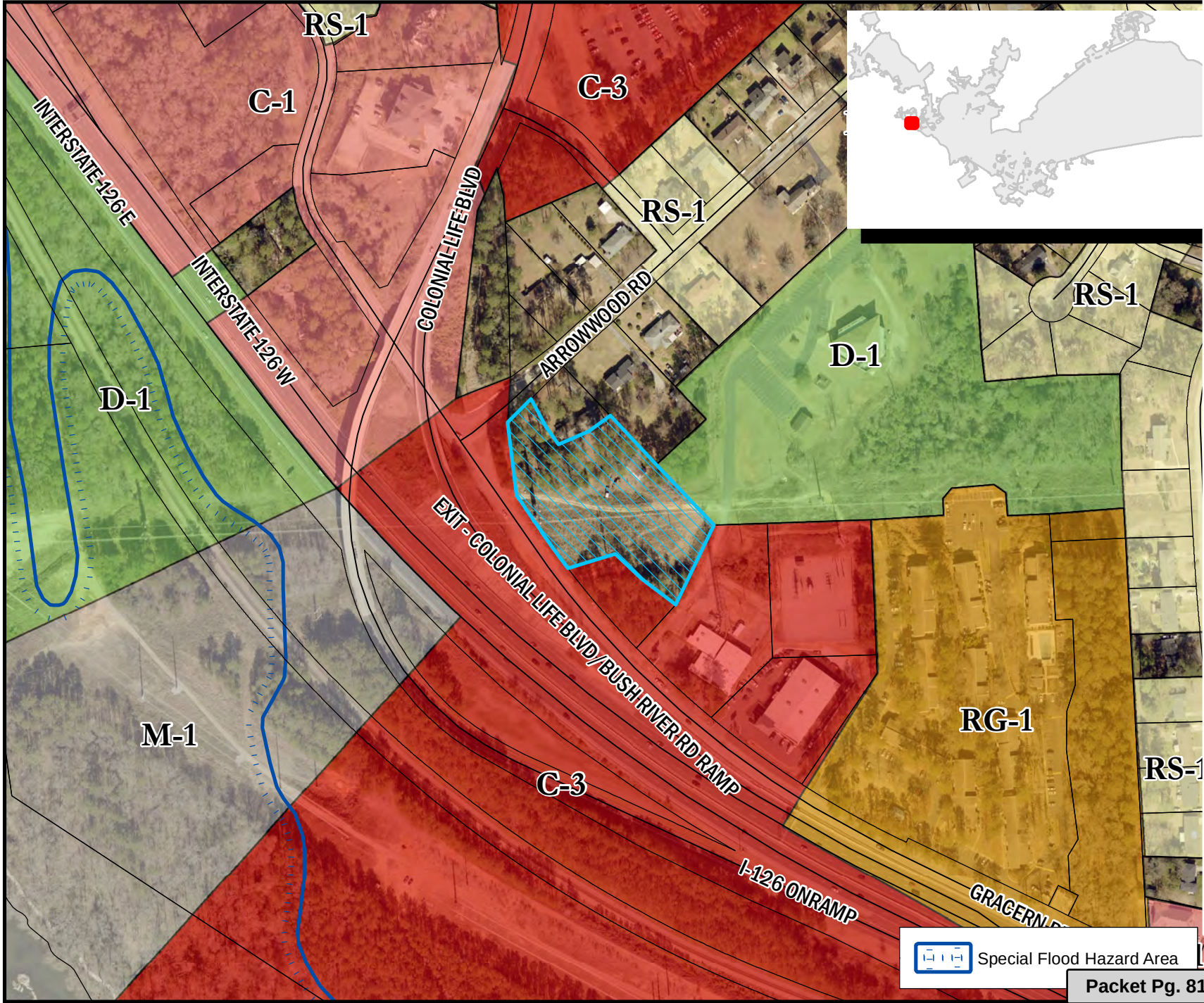
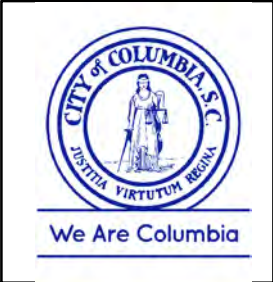
PARCELS

D-1	C-1
RS-1	C-2
RS-1A	C-3
RS-1B	C-3A
RS-2	C-4
RS-3	C-5
RD	M-1
RD-2	M-2
RG-1	PUD-C
RG-1A	PUD-LS
RG-2	PUD-LS-E
RG-3	PUD-LS-R
UTD	PUD-R
MX-1	OUT OF CITY
MX-2	

0 75 150 300 Feet

ORIGINAL PREPARATION/DATE:
This map was prepared by:
Shane Shaughnessy
March 11, 2020

DISCLAIMER:
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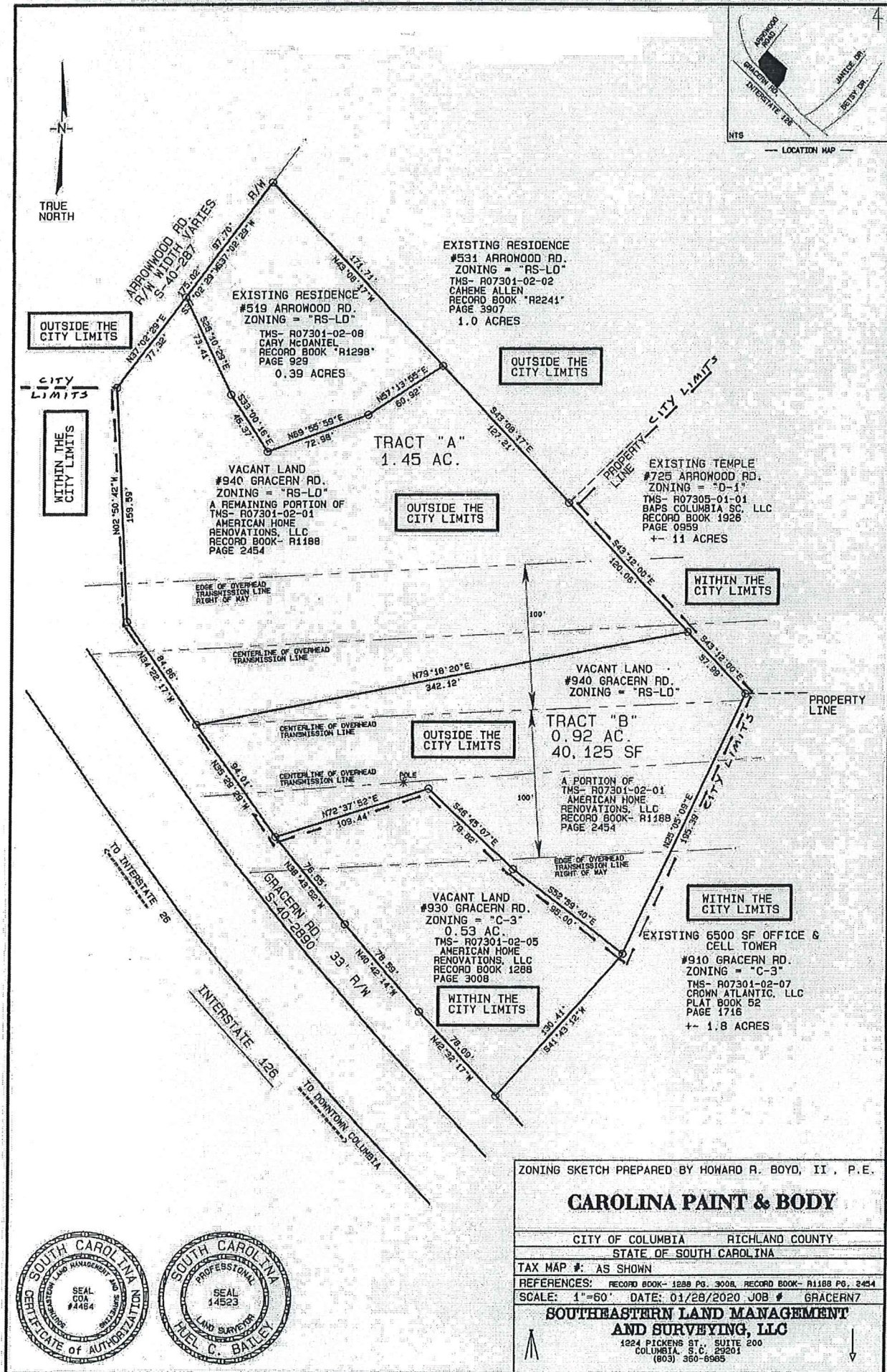


Special Flood Hazard Area

Packet Pg. 810

** DATA SOURCE - CITY OF COLUMBIA, GIS DIVISION

Attachment: 2020-097 annex 1.45 ac pt 940 Gracern Road (6308 : ANNEXATION, COMPREHENSIVE PLAN



STATE OF SOUTH CAROLINA)
)
 COUNTY OF RICHLAND) PETITION FOR ANNEXATION

The undersigned, being the owner(s) of the property described below hereby petition(s) the Mayor and City Council for annexation to the City of Columbia, South Carolina pursuant to S.C. Code Ann. Section 5-3-150, 1976, as amended.

Property Description: All that certain piece, parcel or tract of land with any improvements thereon, situate, lying and being near the City of Columbia, in Richland County, State of South Carolina, and shown as Tract A on a Zoning Sketch prepared for Carolina Paint & Body, by Howard R. Boyd, II, P.E., Southeastern Land Management and Surveying, LLC, dated January 28, 2020, and containing 1.45 acres. Said tract having such boundaries and measurements as are shown on said Zoning Sketch hereby incorporated by reference for a more complete description of the property.

Richland County TMS: 07301-02-01 (portion)

Property Address: 1.45 acre portion of 940 Gracern Road

American Home Renovations, LLC

BY:  Date: MARCH 4, 2020
 (Signature)
CARY W. McDANIEL ITS: 
 (Print or Type Name) (Print or Type Title)

Attachment: 2020-097 annex 1.45 ac pt 940 Gracern Road (6308 : ANNEXATION, COMPREHENSIVE PLAN MAP, AND ZONING MAP: 940 Gracern

ORDINANCE NO.: 2020-101*Annexing 1215 Shop Road, Richland County TMS #11210-01-02*

WHEREAS, a proper petition has been filed with the City Council by one hundred (100%) percent of the property owners of the within described property under the provisions of South Carolina Ann. Sec. 5-3-150; and,

WHEREAS, it appears to City Council that the annexation of the property would be in the best interest of the property owners and the City of Columbia; NOW, THEREFORE,

BE IT ORDAINED by the Mayor and City Council of the City of Columbia, South Carolina, ____ day of _____, 2020, that the property described herein is hereby annexed to and becomes a part of the City of Columbia effective immediately. This property shall be assigned an interim land use classification of Industrial (IND), interim zoning of Light Industrial District (M-1), apportioned to City Council District 3, Census Tract 117.01 and contains 1.86 acres.

PROPERTY DESCRIPTION: See Attached Exhibit "A"

Richland County TMS NO.: 11210-01-02

Also included in the territory hereby annexed are all contiguous portions of all public rights of way, streets and highways.

Requested by:

Assistant City Manager Gentry

Mayor

Approved by:

City Manager

Approved as to form:

ATTEST:

T. A. Knox

City Attorney

City Clerk

Introduced:

Final Reading:

EXHIBIT "A"
PROPERTY DESCRIPTION
ORDINANCE NO.: 2020-101

All that certain piece, parcel or lot of land, with improvements thereon, if any, situate, lying and being near the City of Columbia, in the County of Richland, State of South Carolina, and designated as Parcel A, containing 1.86 acres, more or less, as shown on a plat prepared for Hood Real Estate Investments, LLC by Associated E&S, Inc., dated September 5, 2019 and recorded on 10/9/19 in Plat Book 2435 at Page 3453 of the Richland County Records.

MEMORANDUM

Office of the City Manager

TO: Department Heads

FROM: Teresa Wilson, City Manager

DATE: October 22, 2020

RE: **Property Address:** 1215 Shop Road
Richland County TMS#: 11210-01-02
Owner(s): Hood Real Estate Investments, LLC
Current Use: Vacant Warehouse
Proposed Use: Commercial
Current County Land Use: Mixed Residential (High Density)
Proposed City Land Use: Industrial (IND)
Current County Zoning: Light Industrial (M-1)
Proposed City Zoning: Light Industrial (M-1)
Reason for Annexation: Municipal Programs; Donut Hole - Primary
City Council District: 3
Census Tract: 117.01

The Planning & Development Services advises that the above referenced property has been offered for annexation. Attached, please find a map or drawing reflecting the property. You are directed to forward your comments and/or recommendations regarding the issue of whether to annex or not to Planning & Development Services. Planning & Development Services will compile your comments for City Council consideration.

Planning & Development Services staff will see to it that this matter is placed on the **November 2, 2020** Planning Commission agenda. Planning & Development Services staff will notify the City Attorney of the Planning Commission's zoning recommendation by forwarding a copy of this form, completed, as soon as the Planning Commission has met.

/atl

Attachments

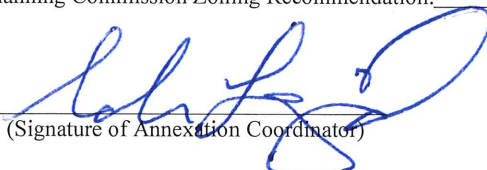
cc:

Clint Shealy, Assistant City Manager
 Jeff Palen, Assistant City Manager/CFO
 Dana Higgins, Director, Engineering
 Joseph Jaco, Director, Utility Operations
 Robert Anderson, Public Works Director
 Krista Hampton, Planning & Development Services
 Lakesha Shannon, Business License Administrator
 Greg Williams, Deputy Business License Administrator
 Tiffany Latimer, Customer Care Administrator
 Jerry Thompson, Building Official
 Michelle Brazell, Engineering
 Denny Daniels, Engineering
 Police Planning & Research
 Alfreda Tindal, Richland Co. 911 Addressing Coordinator

Missy Gentry, Assistant City Manager
 Henry M. Simons, Assistant City Manager
 Teresa Knox, City Attorney
 William Holbrook, Police Chief
 Aubrey Jenkins, Fire Chief
 Jan Alonso, Finance Director
 Gloria Saaed, Community Development Director
 George Adams, Fire Marshal
 Rachel Bailey, Zoning Administrator
 Jacquelyn Richburg, Columbia-Richland 911
 David Hatcher, Housing Official
 Richland County Solid Waste Collection
 John Fellows, Planning Administrator
 Tori Salvant, Dev. Center Administrator

Planning Commission Land Use Recommendation: IND (Land Use classification) by 8 - 0
 on 11/2/2020 (mm/dd/yyyy).

Planning Commission Zoning Recommendation: M-1 (Zoning classification) by 8 - 0
 on 11/2/2020 (mm/dd/yyyy).


 (Signature of Annexation Coordinator)

Attachment: 2020-101 annex 1215 Shop Road (6309 : ANNEXATION, COMPREHENSIVE PLAN MAP, AND ZONING MAP: 1215 Shop Road)



Future Land Use Map

Department of Planning & Development Services

1215 Shop Road, TMS# 11210-01-02;

Existing Rich. Co. FLU: Mixed Residential (High Density), Proposed Interim FLU: IND

35.a

Legend



- Cand680_0_47ac
- UCMR-1 - Urban Core Mixed Residential - 1
- UCMR-2 - Urban Core Mixed Residential - 2
- UCMR-3 - Urban Core Mixed Residential - 3
- UEMR - Urban Edge Mixed Residential
- UCMF - Urban Core Multi-family
- UEMF - Urban Edge Multi-family
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- UCR-2 - Urban Core Residential Large Lot
- UER-1 - Urban Edge Residential Small Lot
- UER-2 - Urban Edge Residential Large Lot
- UCAC-1 - Urban Core Neighborhood Activity Center
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- UCAC-3 - Urban Core Regional Activity Center
- UEAC-1 - Urban Edge Community Activity Center
- UEAC-2 - Urban Edge Regional Activity Center
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- AC-3 - Regional Activity Corridor
- EC - Employment Campus
- IND - Industrial
- TU - Transportation & Utilities
- SIA - Sports/Amusement
- CI - Civic/Institutional
- CBA - Central Business Area
- ZOO - Riverbanks Zoo & Garden
- UIC - Universities/Colleges
- FJ - Fort Jackson
- TJS - Transitional/Sensitive Lands



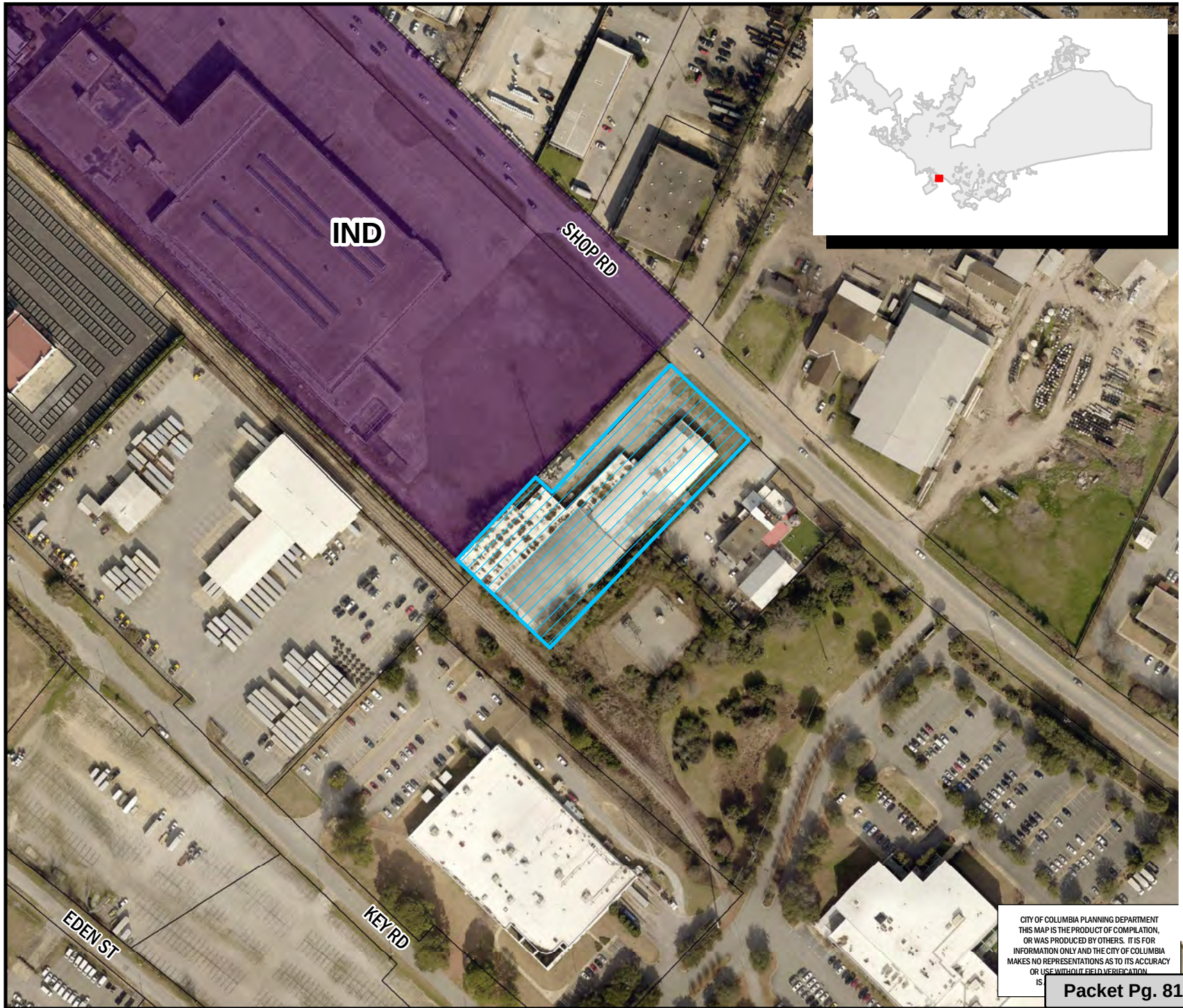
0 50 100 200
Feet

ORIGINAL PREPARATION/DATE:

This map was prepared by:

Shane Shaughnessy

Date: 10/21/2020



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IS

Packet Pg. 817

** DATA SOURCE - CITY OF COLUMBIA, GIS DIVISION

Attachment: 2020-101 annex 1215 Shop Road (6309 : ANNEXATION, COMPREHENSIVE PLAN MAP, AND

Zoning Map

Department of Planning & Development Services

1215 Shop Road, TMS# 11210-01-02;

Existing Rich. Co. Zoning: M-1, Proposed Interim Zoning: M-1

35.a

Legend

PARCELS

D-1	C-1
RS-1	C-2
RS-1A	C-3
RS-1B	C-3A
RS-2	C-4
RS-3	C-5
RD	M-1
RD-2	M-2
RG-1	PUD-C
RG-1A	PUD-LS
RG-2	PUD-LS-E
RG-3	PUD-LS-R
UTD	PUD-R
MX-1	OUT OF CITY
MX-2	

0 50 100 200 Feet



ORIGINAL PREPARATION/DATE:
This map was prepared by:

Shane Shaughnessy
October 21, 2020

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Attachment: 2020-101 annex 1215 Shop Road (6309 : ANNEXATION, COMPREHENSIVE PLAN MAP, AND

Packet Pg. 818

** DATA SOURCE - CITY OF COLUMBIA, GIS DIVISION

STATE OF SOUTH CAROLINA)
)
 COUNTY OF RICHLAND) PETITION FOR ANNEXATION

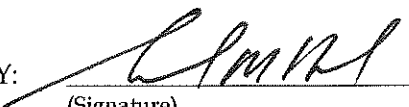
The undersigned, being the owner(s) of the property described below hereby petition(s) the Mayor and City Council for annexation to the City of Columbia, South Carolina pursuant to S.C. Code Ann. Section 5-3-150, 1976, as amended.

Property Description: All of that piece, parcel or lot of land, with improvements thereon, if any, situate, lying and being near the City of Columbia, in the County of Richland, State of South Carolina, and designated as Parcel A, containing 1.86 acres, more or less, as shown on a plat prepared for Hood Real Estate Investments, LLC by Associated E&S, Inc dated September 5, 2019 and recorded on 10/9/19 in Plat Book 2435 at Page 3453 of the Richland County Records.

Richland County TMS: 11210-01-02

Property Address: 1215 Shop Road

Hood Real Estate Investments, LLC

BY: 
 (Signature)

Date: 10-13-20

Samuel M. Hood
 (Print or Type Name)

ITS: President
 (Print or Type Title)

N / F
VOLTAIRI REAL ESTATE HOLDINGS, LLC
TMS 11209-02-12

CENTERLINE OF RAIL TRACK

N / F
ATLANTIC COASTLINE RR CO.
TMS 11210-01-08

N / F
VOLTAIRI REAL ESTATE HOLDINGS, LLC
TMS 11209-02-12

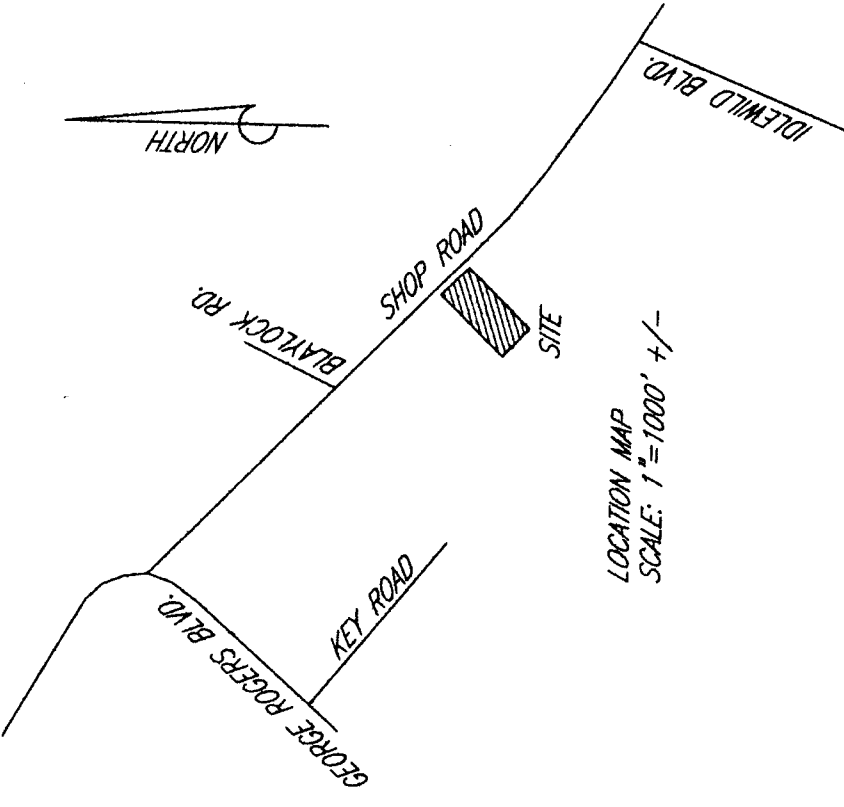
ONE STORY
COMMERCIAL WAREHOUSE
TMS 11210-01-02
#1215 SHOP ROAD

N / F
1115 & 1087 SHOP RD, LLC
TMS 11210-01-01

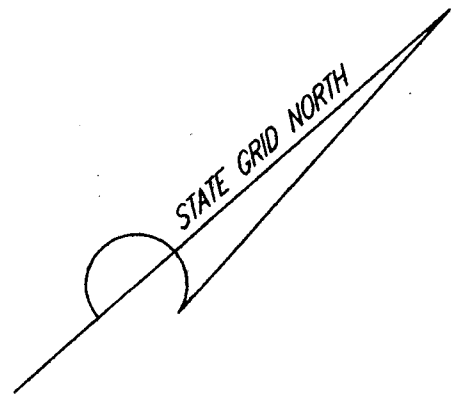
N / F
IMCT55 ENTERPRISE, LLC
TMS 11210-01-03

- LEGEND:
- PP - POWER POLE
 - SP - SERVICE POLE
 - GP - GUY POLE
 - GW - GUY WIRE
 - LP - LIGHT POLE
 - WV - WATER VALVE
 - WM - WATER METER

SHOP ROAD
75' RIGHT-OF-WAY



LOCATION MAP
SCALE: 1"=1000' +/-



Book 2435-3453
2019/03/31 10:09:2019 15 1712 580
Fee \$25.00 County Tax \$0.00
State Tax \$0.00
John T. Hopkins II
Richard County R.O.D.

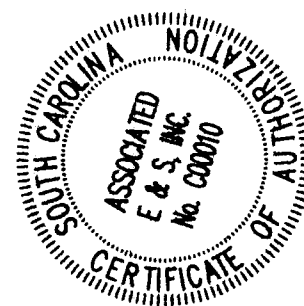
EASEMENTS:
MAY BE SUBJECT TO:
SCREGG ESMT. BK 102, P. 701
SCREGG ESMT. BK 1727, P. 1376
SOUTHERN BELL ESMT. BK 201, P. 394

THIS IS TO CERTIFY THAT I HAVE CONSULTED THE FEDERAL INSURANCE ADMINISTRATION FLOOD HAZARD BOUNDARY MAP AND FOUND THAT THE PROPERTY DESCRIBED HEREON IS NOT LOCATED IN A SPECIAL FLOOD HAZARD HAZARD AREA AS SHOWN ON COMMUNITY PANEL NO. 450170, MAP NO. 45063C 0357L DATED DEC. 21, 2017.

PLANNING & DEVELOPMENT SERVICES
RICHLAND COUNTY SOUTH CAROLINA

APPROVED FOR RECORDING

Date: 9/30/19
RCF #: AD19-128
Signature: [Signature]



PLAT PREPARED FOR
HOOD REAL ESTATE INVESTMENTS, LLC
SITE LOCATED IN RICHLAND COUNTY, SOUTH CAROLINA

SCALE: 1" = 40'
DATE: SEPT. 5, 2019

REFERENCES:

1. RICHLAND COUNTY TAX MAP SHEET 11210-01-02
2. PLAT PREPARED FOR REGEN LIVING MB, LLC BY COX AND DIMMONS, INC. DATED JUNE 10, 2019.

CERTIFICATIONS:

I HEREBY CERTIFY THAT THE PLAN SHOWN AND DESCRIBED HEREIN IS A TRUE AND CORRECT SURVEY TO THE ACCURACY REQUIRED BY THE RICHLAND COUNTY SUBMISSION REGULATIONS AND THE MONUMENTS SHOWN HAVE BEEN PLACED TO THE SPECIFICATIONS SET FORTH IN THOSE REGULATIONS.

I HEREBY STATE THAT TO THE BEST OF MY PROFESSIONAL KNOWLEDGE, INFORMATION AND BELIEF, THE SURVEY SHOWN HEREIN WAS MADE IN ACCORDANCE WITH THE REQUIREMENTS OF THE STANDARDS OF PRACTICE MANUAL FOR SURVEYING IN SOUTH CAROLINA AND MEETS OR EXCEEDS THE REQUIREMENTS FOR CLASS "B" SURVEY AS SPECIFIED THEREIN. ALSO THERE ARE NO ENCROACHMENTS OR PROJECTIONS OTHER THAN SHOWN.

[Signature]
LARRY W. SURRY, S.C. P.L.S. NO. 3724

ASSOCIATED E & S, INC.

800 WOLET STREET, WEST COLUMBIA, SOUTH CAROLINA 29169 - PH. 791-1550



CITY COUNCIL

November 17, 2020 at 2:00pm

Virtual Meeting Using Video Conferencing Technology, Columbia, SC

ANNEXATION, INTERIM COMPREHENSIVE PLAN MAP AMENDMENT, AND INTERIM ZONING MAP AMENDMENT CASE SUMMARY 1215 Shop Road; TMS# 11210-01-02

Council District:	3	
Proposal:	Request to annex, assign interim land use classification of Industrial (IND) and assign interim zoning of Light Industrial District (M-1) at the time of annexation. The property is currently classified as Mixed Residential (High Density) and zoned M-1 by Richland County.	
Applicant:	Hood Real Estate Investments, LLC	
Staff Recommendation:	Approval	
PC Recommendation:	11/02/2020; Approval (8-0)	
Annexation, 1 st Reading:	11/17/20: Annex, Assign Interim Land Use and Interim Zoning	PENDING
Annexation, 2 nd Reading:	12/01/20: Annex, Assign Interim Land Use and Interim Zoning	PENDING
Comp Plan Amendment: 1 st Reading	01/19/21: Confirmation of Land Use Classification	PENDING
Comp Plan Amendment: 2 nd Reading	02/02/21: Confirmation of Land Use Classification	PENDING
Map Amendment: 1 st Reading	01/19/21: Zoning Confirmation	PENDING
Map Amendment: 2 nd Reading	02/02/21: Zoning Confirmation	PENDING

CURRENT PARCEL CHARACTERISTICS/CONDITIONS

Acreage: 1.86 acres
Current Use: Vacant Warehouse
Proposed Use: Commercial
Reason for Annexation: Available tax benefit
Urban Service Area: Donut Hole - Primary
Current County Land Use Classification: Mixed Residential (High Density)
Proposed Interim City Land Use Classification: Industrial (IND)
Current County Zoning: Light Industrial (M-1)
Proposed Interim City Zoning: Light Industrial District (M-1)
Census Tract: 117.01

DETERMINATION FOR CITY SERVICES

The following determination is an estimate of the benefits and costs associated with the annexation of the subject property:

Police

This address is next to property that is already annexed in the city limits so it will not be a burden on our resources. However, as with most annexations, we find that the proposed annexation may result in an increased number of calls for

service, and we estimate the cost to serve this property to be **approximately \$700 a year**, based on calls to similar properties within the City limits. There have been zero calls for service at the property over the last year.

Fire

The proposed annexation will not result in additional costs or impact services being provided by this department. Annexation would lower the ISO rating of this property to a Class 1 from a Class 2.

Solid Waste

There is **no anticipated cost** for this property under consideration for annexation, as solid waste service is not provided to this type of use.

Engineering

Because water and sewer lines currently exist in this area, the Utilities and Engineering Divisions **will not incur any costs** associated with this annexation.

Water Customer Care

The customers on the annexed property will pay water rates approximately **40% lower** than out-of-city customers.

Planning & Development Services

We recommend annexation of this proposed office/warehouse for a construction company, located within a Primary Donut Hole as designated in the Urban Service Area plan. The property owner is seeking Bailey Bill approval on this property recently listed on the National Register of Historic Places, and the estimated real estate tax revenue generated will be approximately **\$5,100 per year**, based on the current tax rate and value estimates.

* Estimated City Tax Revenue is based on 2019 millage for real property and calculated as: ((Taxable Value × Tax Rate) × City Millage Rate (.0938)). The actual additional taxes paid by the property owner will generally be substantially lower as some millage items do not apply to in-City properties, and an increased Local Option Sales Tax *credit* factor applies to in-City properties (an additional .002020 for the 2019 tax year).

PLANS, POLICIES, AND LAND USE

Urban Service Area

Subject parcel is in a “Donut Hole” as identified in the Urban Service Area Map

Principles and Goals of the Urban Service Area

The Urban Service Area identifies those areas the City of Columbia wishes to provide with urban services. Primary emphasis will be given to annexing developed areas adjoining the City limits and “islands” of unincorporated territory surrounded by the City. Primary, secondary, and long-range annexation priorities for specific areas may be identified. Secondary areas may include higher value properties which assist the City in achieving a more balanced economic base.

Donut Holes are unincorporated areas that are completely surrounded by the City of Columbia and/or another municipality. These areas pose a number of challenges to the City that can be addressed through annexation. They can often cause inefficiencies in the delivery of services due to confusion about jurisdiction. Also, if the land is in a jurisdiction with a different approach to code enforcement, these areas can negatively impact the quality of life for adjacent City residents. Such inefficiencies and the costs to taxpayers are germane to City and County property both, which results in a greater impact to City residents since they pay City and County taxes.

Comprehensive Plan Land Use Classification

The proposed future land use for the subject property is Industrial (IND) in the *Columbia Compass: Envision 2036* Future Land Use Map. The property is currently assigned a future land use of Mixed Residential (High Density) by Richland County.

Industrial areas are located throughout the City and include a range of building types and uses dedicated to the processing, mining, manufacturing, warehousing, outdoor storage, and distribution of materials or goods. These areas are appropriate for uses that have heavy freight traffic and which may generate noise, odors, or other

impacts. These areas should be adequately large to accommodate these uses, and should provide buffers and sufficient street infrastructure to accommodate the needs of the businesses.

Primary Types

- Office/Services Medium to High-rise
- Flex Small to Extra Large

Secondary Types

- Power Utilities
- Water & Wastewater Treatment

Tertiary Types

- Commercial Small to Extra Large
- Parking Structures & Lots

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

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

PROPOSED ZONING DISTRICT SUMMARY

The parcel is currently zoned M-1 by Richland County. Surrounding parcels within the City of Columbia are currently zoned Light Industrial District (M-1) to the West. Surrounding parcels within unincorporated Richland County are currently zoned HI to the North, South, and East and M-1 to the East.

The proposed City of Columbia interim zoning district is Light Industrial District (M-1).

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.

STAFF RECOMMENDATION

Staff recommends that City Council annex the property, assign an interim future land use classification of Industrial (IND) and assign interim zoning of Light Industrial District (M-1) at the time of annexation.



Future Land Use Map

Department of Planning & Development Services

1215 Shop Road, TMS# 11210-01-02;

Existing Rich. Co. FLU: Mixed Residential (High Density), Proposed Interim FLU: IND

35.b

Legend

-  CITY LIMITS
-  PARCELS
-  Cand680_0_47ac
-  UCMR-1 - Urban Core Mixed Residential - 1
-  UCMR-2 - Urban Core Mixed Residential - 2
-  UCMR-3 - Urban Core Mixed Residential - 3
-  UEMR - Urban Edge Mixed Residential
-  UCMF - Urban Core Multi-family
-  UEMF - Urban Edge Multi-family
-  UCR-1 - Urban Core Residential Small Lot
-  UCR-2 - Urban Core Residential Large Lot
-  UER-1 - Urban Edge Residential Small Lot
-  UER-2 - Urban Edge Residential Large Lot
-  UCAC-1 - Urban Core Neighborhood Activity Center
-  UCAC-2 - Urban Core Community Activity Center
-  UCAC-3 - Urban Core Regional Activity Center
-  UEAC-1 - Urban Edge Community Activity Center
-  UEAC-2 - Urban Edge Regional Activity Center
-  AC-1 - Neighborhood Activity Corridor
-  AC-2 - Community Activity Corridor
-  AC-3 - Regional Activity Corridor
-  EC - Employment Campus
-  IND - Industrial
-  TU - Transportation & Utilities
-  SIA - Sports/Amusement
-  CA - Civic/Institutional
-  CBA - Central Business Area
-  ZOO - Riverbanks Zoo & Garden
-  UIC - Universities/Colleges
-  FJ - Fort Jackson
-  TJS - Transitional/Sensitive Lands



0 50 100 200 Feet

ORIGINAL PREPARATION/DATE:

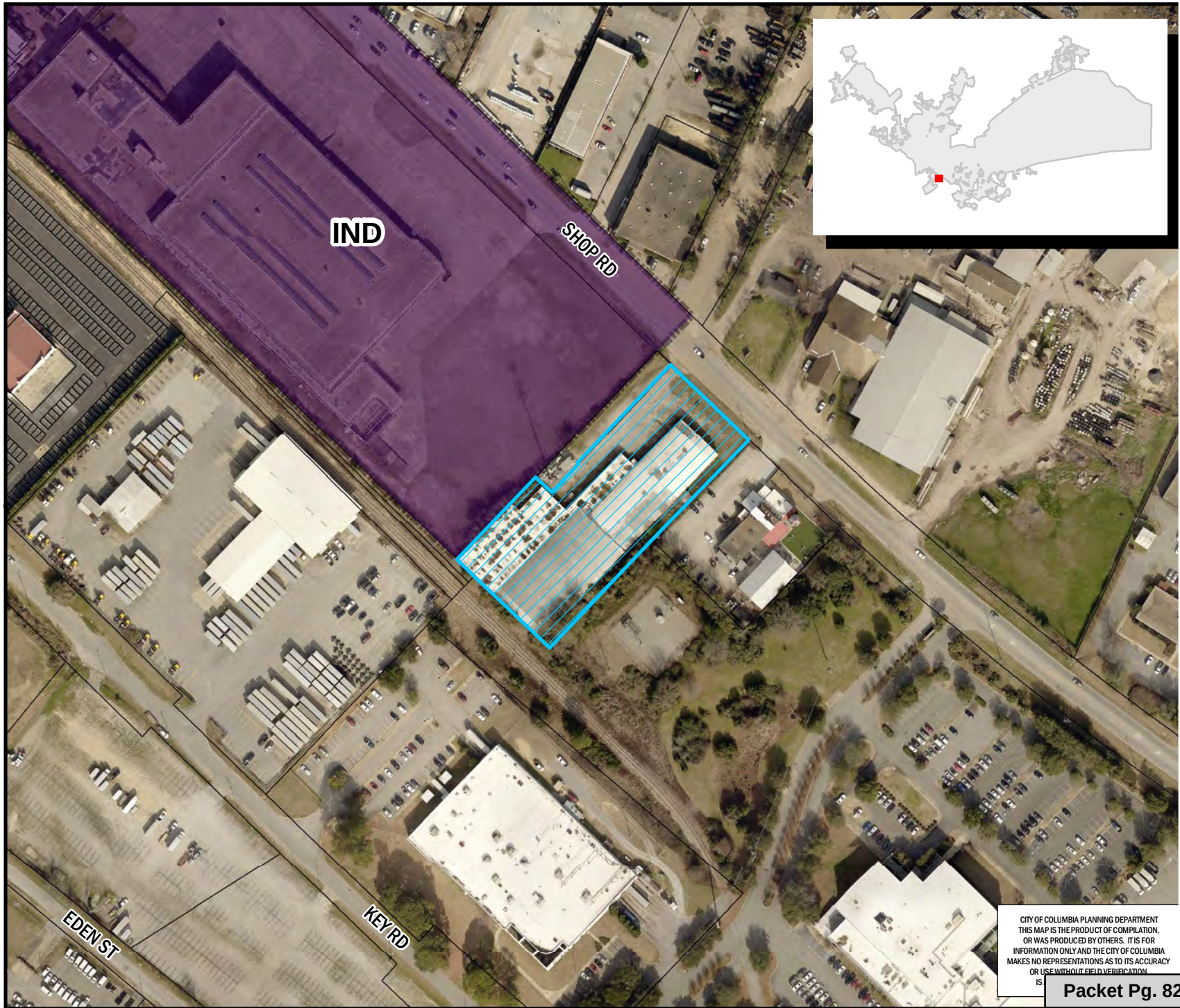
This map was prepared by:

Shane Shaughnessy

Date: 10/21/2020



We Are Columbia



CITY OF COLUMBIA PLANNING DEPARTMENT
THIS MAP IS THE PRODUCT OF COMPILATION,
OR WAS PRODUCED BY OTHERS. IT IS FOR
INFORMATION ONLY AND THE CITY OF COLUMBIA
MAKES NO REPRESENTATIONS AS TO ITS ACCURACY
OR USE WITHOUT FIELD VERIFICATION
IS

Packet Pg. 825

** DATA SOURCE - CITY OF COLUMBIA, GIS DIVISION

Attachment: AO-ANNEX-2020-0023_Shop1215 Shop1215 (6309 : ANNEXATION, COMPREHENSIVE PLAN MAP, AND

Zoning Map

Department of Planning & Development Services

1215 Shop Road, TMS# 11210-01-02;

Existing Rich. Co. Zoning: M-1, Proposed Interim Zoning: M-1

35.b

Legend

PARCELS

D-1	C-1
RS-1	C-2
RS-1A	C-3
RS-1B	C-3A
RS-2	C-4
RS-3	C-5
RD	M-1
RD-2	M-2
RG-1	PUD-C
RG-1A	PUD-LS
RG-2	PUD-LS-E
RG-3	PUD-LS-R
UTD	PUD-R
MX-1	OUT OF CITY
MX-2	



0 50 100 200 Feet

ORIGINAL PREPARATION/DATE:

This map was prepared by:

Shane Shaughnessy
October 21, 2020

DISCLAIMER:

The City of Columbia Department of Planning and Development Services data represented on this map or plan is the product of compilation, as produced by others. It is provided for informational purposes only and the City of Columbia makes no representation as to its accuracy. Its use without field verification is at the sole risk of the user.



Attachment: AO-ANNEX-2020-0023_Shop1215 (6309 : ANNEXATION, COMPREHENSIVE PLAN MAP, AND

Packet Pg. 826

** DATA SOURCE - CITY OF COLUMBIA, GIS DIVISION

ORDINANCE NO.: 2020-094

Amending the Columbia Compass: Envision 2036 Map to assign or amend land use classifications for parcels where annexation or modification of future land use occurred between February 13, 2020 and November 17, 2020

WHEREAS, the City of Columbia and community at large recognize the value of planning for future development and growth; and,

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

WHEREAS, the properties referenced in the attached list were annexed into the City of Columbia or had their future land use classifications amended between February 13, 2020 and November 17, 2020, and therefore were not included or reflected within the future land use map of Columbia Compass: Envision 2036, which was adopted by City Council on August 4, 2020; and

WHEREAS, the properties referenced in the attached list shall be assigned the designated future land use classifications, and the Columbia Compass: Envision 2036 Map shall be amended accordingly; and,

WHEREAS, the City of Columbia Planning Commission has provided input and recommendations in response to the public input and findings NOW, THEREFORE,

BE IT ORDAINED by the Mayor and City Council of the City of Columbia this ___ day of _____, 2020, that the properties referenced in the attached list, which were not included or included as amended within the Columbia Compass: Envision 2036 Future Land Use Map, shall be assigned the designated land use classifications, and the Future Land Use Map shall be amended accordingly.

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:

ORDINANCE NO.: 2020-094
EXHIBIT "A"

TMS#	Property Address	Future Land Use Classification	Date Annexed
25705-07-27	151 Clemson Road	Regional Activity Corridor (AC-3)	6/2/2020
13805-05-18	220 Deerwood Street	Urban Core Residential Small Lot (UCR-1)	6/2/2020
25705-07-25	171 Clemson Road	Regional Activity Center (AC-3)	6/2/2020
16407-04-04	6728 Wingard Street	Urban Edge Residential Large Lot (UER-2)	6/2/2020
09212-01-01(p) & 09212-02-12(p)	2.57 acres S/W Rugby Road (p) and 4802 Brickyard Road (p)	Urban Edge Residential Large Lot (UER-2) <i>(to amend future land use)</i>	N/A
09212-01-01(p), 09212-02-01, 09212- 02-12(p), 09305-04- 18, 09305-04-19, 09309-15-08, 09309- 15-11	2.74 acres S/W Rugby Road (p), 0.31 acres E/S Rugby Road, 4802 Brickyard Road (p), 320 Club Road, 0.38 acres W/S Rugby Road, 4848 Rugby Road, and 4860 Rugby Road	Urban Edge Residential Large Lot (UER-2) <i>(to assign future land use)</i>	6/2/2020
07301-02-01(p)	940 Gracern Road (p)	Employment Campus (EC) <i>A portion of this property was annexed 6/2/20, however a remaining portion is scheduled for annexation and assignment of land use and zoning at the November Zoning & Planning Matters Public Hearing.</i>	6/2/2020
07308-01-07	215 Bush River Road	Urban Core Regional Activity Center (UCAC-3)	6/2/2020
19100-04-15, 19100- 04-25, 19100-04-28, 19100-04-29, 19100- 04-30, 19100-04-31, 19100-04-19, 19100- 04-22	14.4 acres N/S Garners Ferry Road, 17.91 acres N/S Garners Ferry Road, 11.08 acres W/S Benson Road (Parcel F), 17.2 acres W/S Benson Road, 4.96 acres E/S Benson Road, 44.55 acres N/S Garners Ferry Road, and 45.15 acres N/S Garners Ferry Road	Community Activity Corridor (AC-2), Urban Edge Residential (UER-1), and Transitional/Sensitive Lands (T/S), as shown on the accompanying map.	6/2/2020
07502-01-03	2125 Apple Valley Road	Urban Edge Residential Large Lot (UER-2)	10/6/2020
06205-02-11	4521 Broad River Road	Community Activity Corridor (AC-2)	8/4/2020
16200-04-12	120 Metal Park Drive	Industrial (IND)	8/4/2020
25705-11-09	810 Sparkleberry Lane	Regional Activity Corridor (AC-3)	8/4/2020
28907-01-09	156 Island View Circle	Urban Edge Residential Large Lot (UER-2)	8/4/2020
31700-01-06	1.70 acres County Line Trail	Urban Edge Residential Large Lot (UER-2)	8/4/2020
28900-01-18	18.02 acres County Line Trail (p)	Urban Edge Residential Small Lot (UER-1)	8/4/2020
28900-01-35	20.74 acres County Line Trail	Urban Edge Residential Small Lot (UER-1)	8/4/2020
07306-02-36	906 Brantley Street	Urban Edge Mixed Residential (UEMR)	10/6/2020
28900-01-19(p)	166 Riding Grove Road (p)	Urban Edge Residential Small Lot (UER-1)	10/6/2020



CITY COUNCIL

November 17, 2020 at 2:00pm

Virtual Meeting Using Video Conferencing Technology, Columbia, SC

COMPREHENSIVE PLAN – FUTURE LAND USE MAP CASE SUMMARY

Subject:	Chapter 6 of <i>Columbia Compass: Envision 2036</i> – Future Land Use Map
City Council Districts:	All
Proposal:	Amend the Future Land Use Map of <i>Columbia Compass: Envision 2036</i> to assign or amend land use classifications for parcels where annexation or modification of future land use occurred or will occur between February 13 and November 17, 2020.
Applicant:	City of Columbia
Staff Recommendation:	Approval
PC Recommendation:	09/14/2020; Approval (8-0)
ZPH, 1 st Reading:	11/17/2020; Pending
2 nd Reading:	12/01/2020; Pending

SUMMARY

This is an update to the Future Land Use Map of *Columbia Compass: Envision 2036* (the City's comprehensive plan). The maps within the plan, adopted August 4, 2020 by City Council, reflected City boundaries as of February 13, 2020 in order to finalize the draft for public review and planning commission review in advance of City Council review and adoption. As a result, Planning Commission re-reviewed those properties for which future land use recommendations were made specific to the prior plan, *The Columbia Plan 2018*, at Planning Commission meetings between January and July 2020, in order to provide recommendation to City Council.

This update will align the Future Land Use Map with the City of Columbia's current boundary and amend the map to reflect land use amendments made to *The Columbia Plan 2018* during this time period. See below list for affected properties and proposed future land use classifications.

TMS#	Property Address	Future Land Use Classification	Date Annexed	Date Previously Reviewed by PC
25705-07-27	151 Clemson Road	Regional Activity Corridor (AC-3)	6/2/20	1/6/20
13805-05-18	220 Deerwood Street	Urban Core Residential Small Lot (UCR-1)	6/2/20	1/6/20
25705-07-25	171 Clemson Road	Regional Activity Center (AC-3)	6/2/20	1/6/20

TMS#	Property Address	Future Land Use Classification	Date Annexed	Date Previously Reviewed by PC
16407-04-04	6728 Wingard Street	Urban Edge Residential Large Lot (UER-2)	6/2/20	3/2/20
09212-01-01(p) & 09212-02-12(p)	2.57 acres S/W Rugby Road (p) and 4802 Brickyard Road (p)	Urban Edge Residential Large Lot (UER-2) <i>(to amend future land use)</i>	N/A	3/2/20
09212-01-01(p), 09212-02-01, 09212-02-12(p), 09305-04-18, 09305-04-19, 09309-15-08, 09309-15-11	2.74 acres S/W Rugby Road (p), 0.31 acres E/S Rugby Road, 4802 Brickyard Road (p), 320 Club Road, 0.38 acres W/S Rugby Road, 4848 Rugby Road, and 4860 Rugby Road	Urban Edge Residential Large Lot (UER-2) <i>(to assign future land use)</i>	6/2/20	3/2/20
07301-02-01(p)	940 Gracern Road (p)	Employment Campus (EC) <i>A portion of this property was annexed 6/2/20, however a remaining portion is scheduled for annexation and assignment of land use and zoning at the November Zoning & Planning Matters Public Hearing.</i>	6/2/20	5/4/20
07308-01-07	215 Bush River Road	Urban Core Regional Activity Center (UCAC-3)	6/2/20	5/4/20
19100-04-15, 19100-04-25, 19100-04-28, 19100-04-29, 19100-04-30, 19100-04-31, 19100-04-19, 19100-04-22	14.4 acres N/S Garners Ferry Road, 17.91 acres N/S Garners Ferry Road, 11.08 acres W/S Benson Road (Parcel F), 17.2 acres W/S Benson Road, 4.96 acres E/S Benson Road, 44.55 acres N/S Garners Ferry Road, and 45.15 acres N/S Garners Ferry Road	Community Activity Corridor (AC-2), Urban Edge Residential (UER-1), and Transitional/Sensitive Lands (T/S), as shown on the accompanying map.	6/2/20	5/4/20
07502-01-03	2125 Apple Valley Road	Urban Edge Residential Large Lot (UER-2)	10/6/20	6/1/20
06205-02-11	4521 Broad River Road	Community Activity Corridor (AC-2)	8/4/20	6/1/20
16200-04-12	120 Metal Park Drive	Industrial (IND)	8/4/20	6/1/20
25705-11-09	810 Sparkleberry Lane	Regional Activity Corridor (AC-3)	8/4/20	6/1/20
28907-01-09	156 Island View Circle	Urban Edge Residential Large Lot (UER-2)	8/4/20	6/1/20
31700-01-06	1.70 acres County Line Trail	Urban Edge Residential Large Lot (UER-2)	8/4/20	6/1/20
28900-01-18	18.02 acres County Line Trail (p)	Urban Edge Residential Small Lot (UER-1)	8/4/20	6/1/20
28900-01-35	20.74 acres County Line Trail	Urban Edge Residential Small Lot (UER-1)	8/4/20	6/1/20
07306-02-36	906 Brantley Street	Urban Edge Mixed Residential (UEMR)	10/6/20	7/13/20
28900-01-19(p)	166 Riding Grove Road (p)	Urban Edge Residential Small Lot (UER-1)	10/6/20	7/13/20

STAFF RECOMMENDATION

Staff recommends that City Council adopt an ordinance to amend the Future Land Use Map of *Columbia Compass: Envision 2036* to reflect the above map amendments.



Future Land Use Map

151 Clemson Road, TMS# 25705-07-27 36.b
Proposed FLU: Regional Activity Corridor (AC-3)

Department of Planning & Development Services

Legend

-  CITY LIMITS
-  PARCELS
-  UCMR-1 - Urban Core Mixed Residential - 1
-  UCMR-2 - Urban Core Mixed Residential - 2
-  UCMR-3 - Urban Core Mixed Residential - 3
-  UEMR - Urban Edge Mixed Residential
-  UCMF - Urban Core Multi-family
-  UEMF - Urban Edge Multi-family
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-  EC - Employment Campus
-  IND - Industrial
-  TU - Transportation & Utilities
-  SIA - Sports/Amusement
-  CII - Civic/Institutional
-  CBA - Central Business Area
-  ZOO - Riverbanks Zoo & Garden
-  UIC - Universities/Colleges
-  FJ - Fort Jackson
-  TIS - Transitional/Sensitive Lands



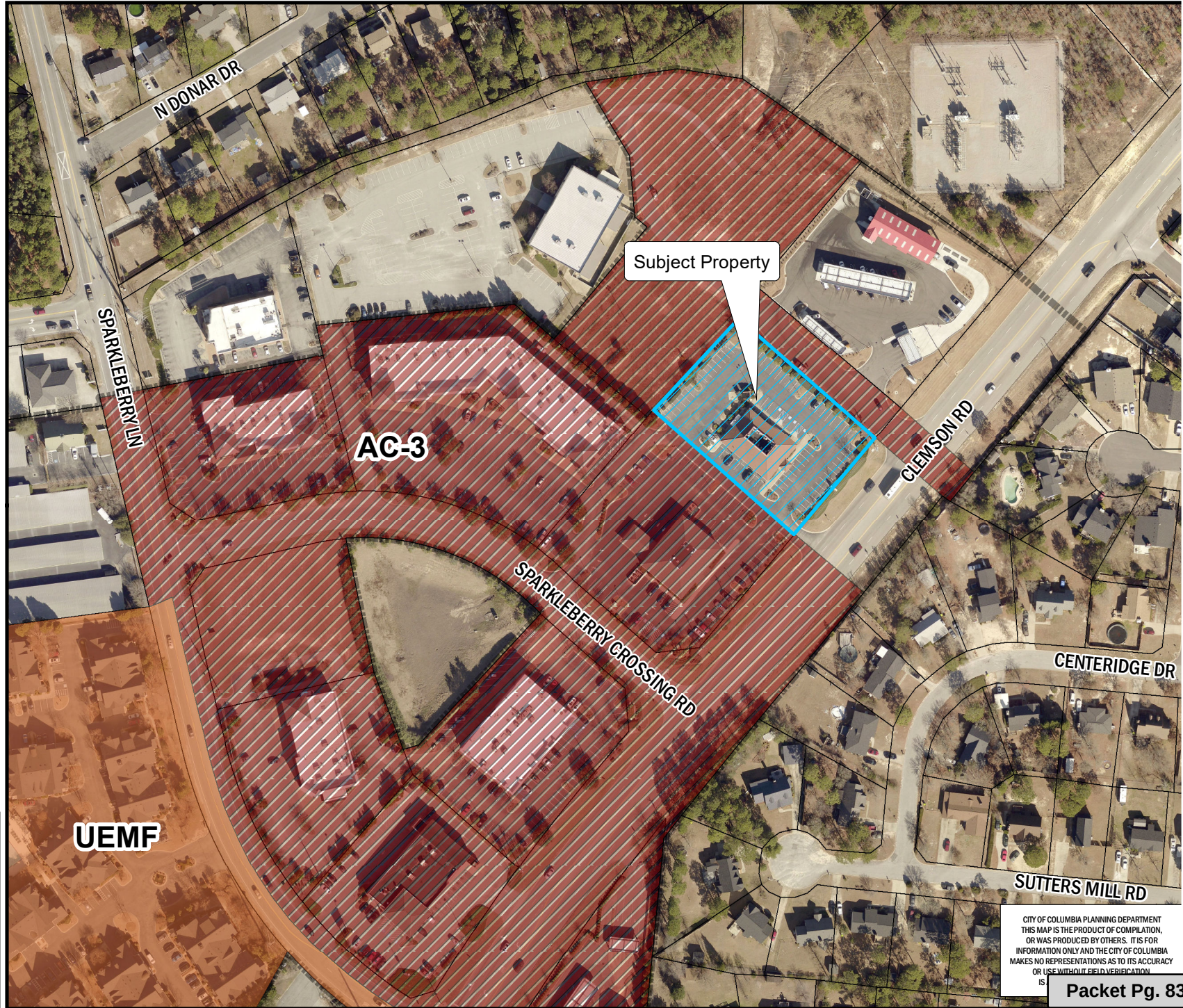
0 50 100 200 Feet

ORIGINAL PREPARATION/DATE:
This map was prepared by:

Shane Shaughnessy
Date: 8/13/2020



We Are Columbia



Packet Pg. 833

** DATA SOURCE - CITY OF COLUMBIA, GIS DIVISION

Attachment: LUMA-2020-002 ColaCompass FLU amendments ZPH Case Summary (6311 : Comprehensive





N

	UCMR-1 - Urban Core Mixed Residential - 1		UCR-2 - Urban Core Residential Large Lot		UEAC-2 - Urban Edge Regional Activity Center		S/A - Sports/Amusement
	UCMR-2 - Urban Core Mixed Residential - 2		UER-1 - Urban Edge Residential Small Lot		AC-1 - Neighborhood Activity Corridor		C/I - Civic/Institutional
	UCMR-3 - Urban Core Mixed Residential - 3		UER-2 - Urban Edge Residential Large Lot		AC-2 - Community Activity Corridor		CBA - Central Business Area
	UEMR - Urban Edge Mixed Residential		UCAC-1 - Urban Core Neighborhood Activity Center		AC-3 - Regional Activity Corridor		ZOO - Riverbanks Zoo & Garden
	UCMF - Urban Core Multi-family		UCAC-2 - Urban Core Community Activity Center		EC - Employment Campus		UC - Universities/Colleges
	UEMF - Urban Edge Multi-family		UCAC-3 - Urban Core Regional Activity Center		IND - Industrial		FJ - Fort Jackson
	UCR-1 - Urban Core Residential Small Lot		UEAC-1 - Urban Edge Community Activity Center		TU - Transportation & Utilities		T/S - Transitional/Sensitive Lands

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Future Land Use Map

171 Clemson Road, TMS# 25705-07-25 36.b
Proposed FLU: Regional Activity Corridor (AC-3)

Department of Planning & Development Services

Legend

-  CITY LIMITS
-  PARCELS
-  UCMR-1 - Urban Core Mixed Residential - 1
-  UCMR-2 - Urban Core Mixed Residential - 2
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-  UEMR - Urban Edge Mixed Residential
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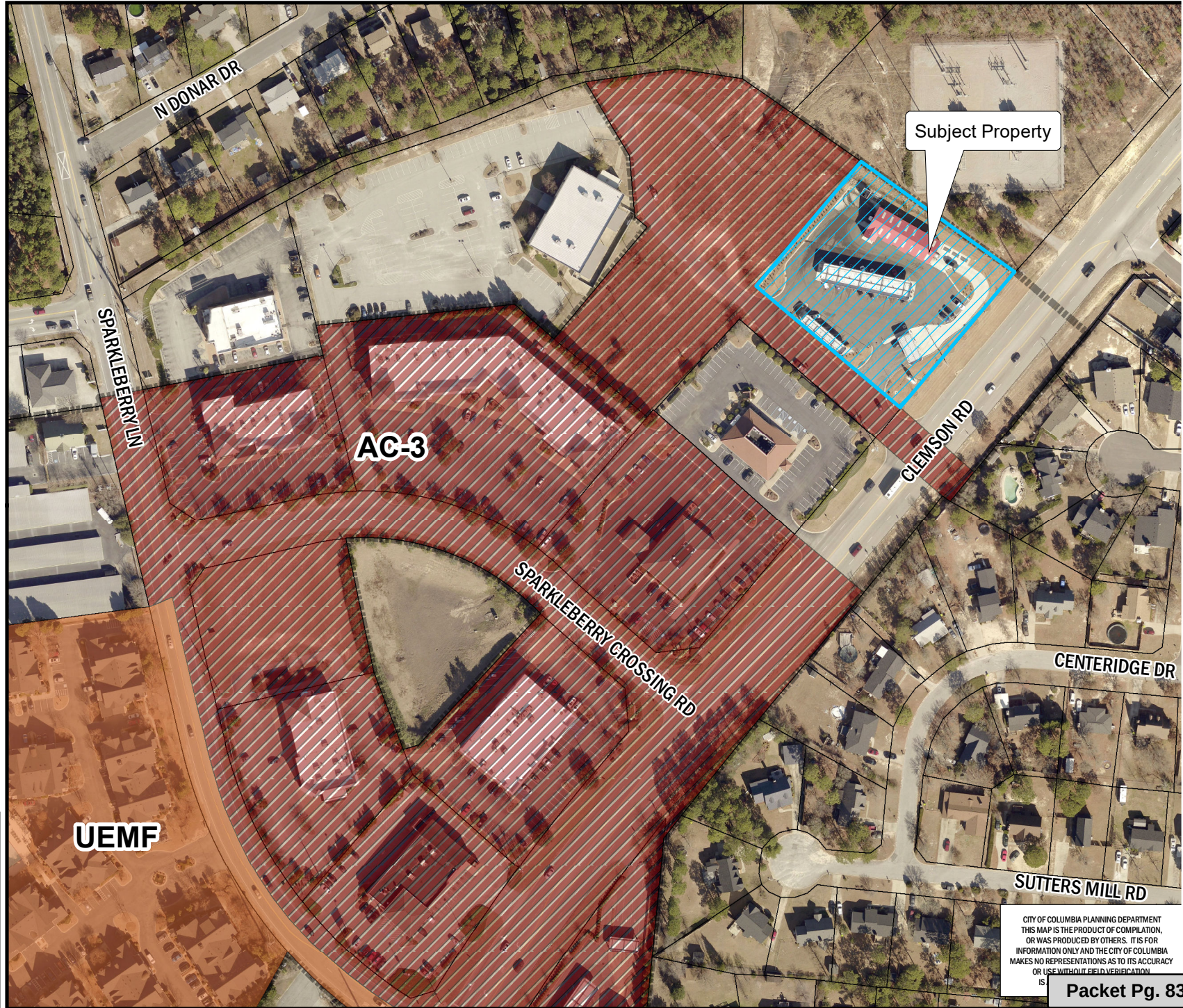
0 50 100 200 Feet

ORIGINAL PREPARATION/DATE:
This map was prepared by:

Shane Shaughnessy
Date: 8/13/2020



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Packet Pg. 837

** DATA SOURCE - CITY OF COLUMBIA, GIS DIVISION

Attachment: LUMA-2020-002 ColaCompass FLU amendments ZPH Case Summary (6311 : Comprehensive



Land Use Map

6728 Wingard Street, TMS# 16407-04-04;
Proposed FLU: UER-2



We Are Columbia

Prepared by: Shane Shaughnessy
August 12, 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	ACAC-1 - Urban Core Neighborhood Activity Center	AC-3 - Regional Activity Corridor	ZOO - Riverbanks Zoo & Garden
UCMF - Urban Core Multi-family	UCAC-2 - Urban Core Community Activity Center	EC - Employment Campus	UC - Universities/Colleges
UEMF - Urban Edge Multi-family	UCAC-3 - Urban Core Regional Activity Center	IND - Industrial	FJ - Fort Jackson
UCR-1 - Urban Core Residential Small Lot	UEAC-1 - Urban Edge Community Activity Center	TU - Transportation & Utilities	T/S - Transitional/Sensitive Lands

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Land Use Map

2.57 acres S/W Rugby Road(p) and 4802 Brickyard Road(p),
TMS# 09212-01-01(p) & 09212-02-12(p)
Existing FLU: UER-1, Proposed FLU: UER-2



We Are Columbia

Prepared by: Shane Shaughnessy
August 12, 2020



UCMR-1 - Urban Core Mixed Residential - 1	UCR-2 - Urban Core Residential Large Lot	UEAC-2 - Urban Edge Regional Activity Center	S/A - Sports/Amusement
UCMR-2 - Urban Core Mixed Residential - 2	UER-1 - Urban Edge Residential Small Lot	AC-1 - Neighborhood Activity Corridor	C/I - Civic/Institutional
UCMR-3 - Urban Core Mixed Residential - 3	UER-2 - Urban Edge Residential Large Lot	AC-2 - Community Activity Corridor	CBA - Central Business Area
UEMR - Urban Edge Mixed Residential	UCAC-1 - Urban Core Neighborhood Activity Center	AC-3 - Regional Activity Corridor	ZOO - Riverbanks Zoo & Garden
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UCR-1 - Urban Core Residential Small Lot	UEAC-1 - Urban Edge Community Activity Center	TU - Transportation & Utilities	T/S - Transitional/Sensitive Lands

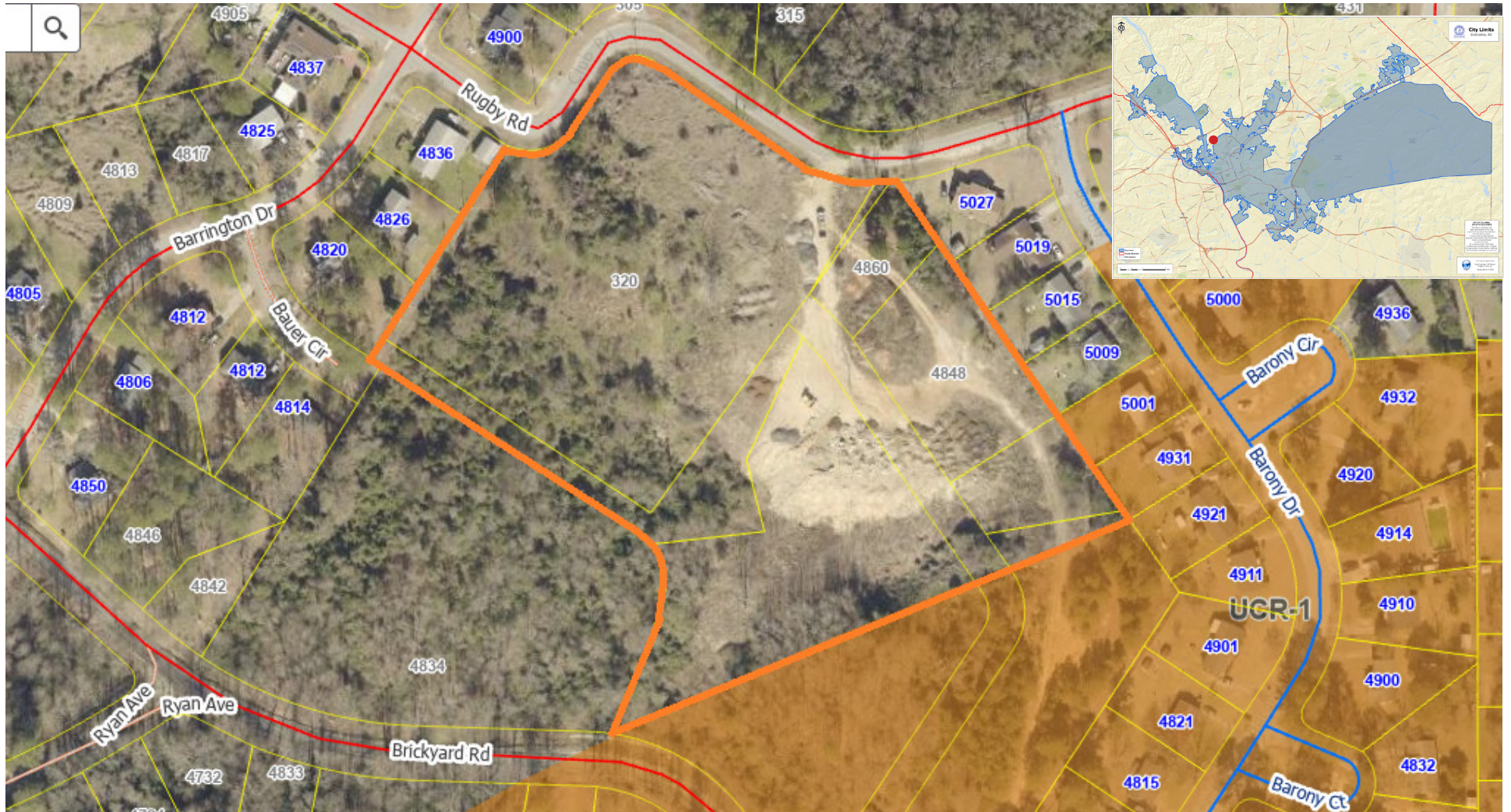
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Land Use Map

2.74 acres S/W Rugby Rd.(p); 0.31 acres E/S Rugby Rd., 4802 Brickyard Rd.(p), 320 Club Rd., 0.38 acres W/S Rugby Rd., 4848 Rugby Rd., and 4860 Rugby Rd., TMS# 09212-01-01(p), 09212-02-01, 09212-02-12(p), 09305-04-18, 09305-04-19, 09309-15-08, 09309-15-11; Proposed FLU: UER-2



We Are Columbia

Prepared by: Shane Shaughnessy
August 12, 2020



UCMR-1 - Urban Core Mixed Residential - 1	UCR-2 - Urban Core Residential Large Lot	UEAC-2 - Urban Edge Regional Activity Center	S/A - Sports/Amusement
UCMR-2 - Urban Core Mixed Residential - 2	UER-1 - Urban Edge Residential Small Lot	AC-1 - Neighborhood Activity Corridor	C/I - Civic/Institutional
UCMR-3 - Urban Core Mixed Residential - 3	UER-2 - Urban Edge Residential Large Lot	AC-2 - Community Activity Corridor	CBA - Central Business Area
UEMR - Urban Edge Mixed Residential	UCAC-1 - Urban Core Neighborhood Activity Center	AC-3 - Regional Activity Corridor	ZOO - Riverbanks Zoo & Garden
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UCR-1 - Urban Core Residential Small Lot	UEAC-1 - Urban Edge Community Activity Center	TU - Transportation & Utilities	T/S - Transitional/Sensitive Lands

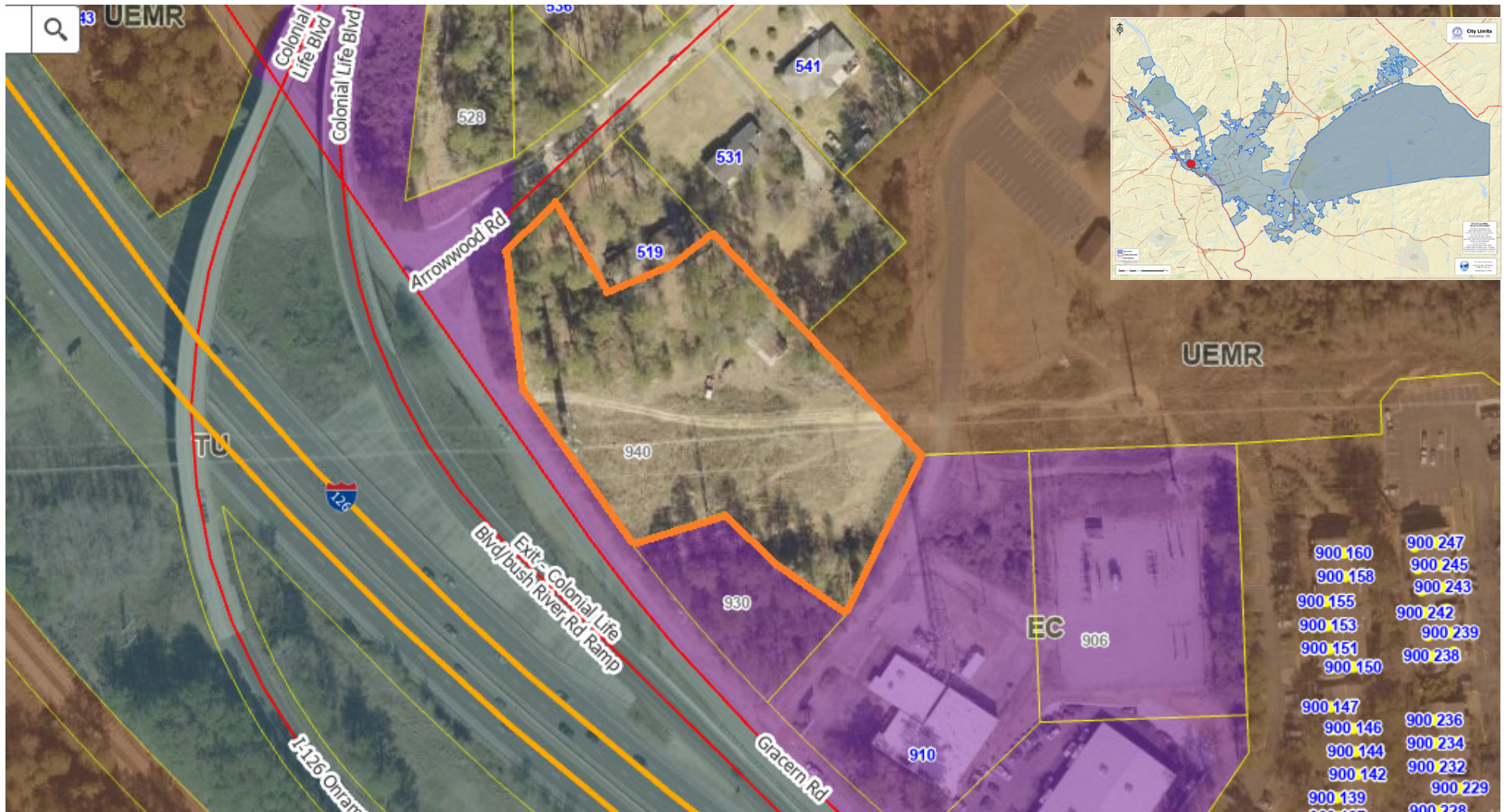
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Land Use Map

940 Gracern Road, TMS# 07301-02-01
Proposed FLU: EC



We Are Columbia

Prepared by: Shane Shaughnessy
August 12, 2020



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

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This aerial map displays the Elm Abode Trl area in Louisville, KY. The map features several lot numbers and street names. The main map shows a large area outlined in orange, with various lot numbers and street names labeled. The inset map shows the location of the area within the city of Louisville.

Lot Numbers: 1573, 1575, 1579, 1581, 1583, 1585, 1597, 1500, 1525, 1531 7, 1531 4, 1519, 1535 D, 1535 C, 1561, 1535 A, 1531, 1655, 201, 1501, 215, 249, 245, 229, 1440, 1427 A, 1423, 1421, 1416, 300, 230.

Street Names: Elm Abode Trl, Broad River Rd, Bluefield Dr, Avert Ave.

Other Labels: CAC-3, UEMR, EC, 69 A, 569, 1565, 1563 B, 1563 A.

Inset Map: The inset map in the top right corner shows the location of the area within the city of Louisville, KY. It includes a red dot indicating the specific location and a scale bar.



N

	UCMR-1 - Urban Core Mixed Residential - 1		UCR-2 - Urban Core Residential Large Lot		UEAC-2 - Urban Edge Regional Activity Center		S/A - Sports/Amusement
	UCMR-2 - Urban Core Mixed Residential - 2		UER-1 - Urban Edge Residential Small Lot		AC-1 - Neighborhood Activity Corridor		C/I - Civic/Institutional
	UCMR-3 - Urban Core Mixed Residential - 3		UER-2 - Urban Edge Residential Large Lot		AC-2 - Community Activity Corridor		CBA - Central Business Area
	UEMR - Urban Edge Mixed Residential		UCAC-1 - Urban Core Neighborhood Activity Center		AC-3 - Regional Activity Corridor		ZOO - Riverbanks Zoo & Garden
	UCMF - Urban Core Multi-family		UCAC-2 - Urban Core Community Activity Center		EC - Employment Campus		UC - Universities/Colleges
	UEMF - Urban Edge Multi-family		UCAC-3 - Urban Core Regional Activity Center		IND - Industrial		FJ - Fort Jackson
	UCR-1 - Urban Core Residential Small Lot		UEAC-1 - Urban Edge Community Activity Center		TU - Transportation & Utilities		T/S - Transitional/Sensitive Lands

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Future Land Use Map

Department of Planning & Development Services

+/- 166.33 acres Garners Ferry Road, TMS# 19100-04-15, 19100-04-25, 19100-04-28, 19100-04-30, 19100-04-31, 19100-04-19 and 19100-04-22;
Proposed FLU: AC-2, UER-1, and T/S

36.b

Legend

-  CITY LIMITS
-  PARCELS
-  UCMR-1 - Urban Core Mixed Residential - 1
-  UCMR-2 - Urban Core Mixed Residential - 2
-  UCMR-3 - Urban Core Mixed Residential - 3
-  UEMR - Urban Edge Mixed Residential
-  UCMF - Urban Core Multi-family
-  UEMF - Urban Edge Multi-family
-  UCR-1 - Urban Core Residential Small Lot
-  UCR-2 - Urban Core Residential Large Lot
-  UER-1 - Urban Edge Residential Small Lot
-  UER-2 - Urban Edge Residential Large Lot
-  UCAC-1 - Urban Core Neighborhood Activity Center
-  UCAC-2 - Urban Core Community Activity Center
-  UCAC-3 - Urban Core Regional Activity Center
-  UEAC-1 - Urban Edge Community Activity Center
-  UEAC-2 - Urban Edge Regional Activity Center
-  AC-1 - Neighborhood Activity Corridor
-  AC-2 - Community Activity Corridor
-  AC-3 - Regional Activity Corridor
-  EC - Employment Campus
-  IND - Industrial
-  TU - Transportation & Utilities
-  SIA - Sports/Amusement
-  CII - Civic/Institutional
-  CBA - Central Business Area
-  ZOO - Riverbanks Zoo & Garden
-  UIC - Universities/Colleges
-  FJ - Fort Jackson
-  T/S - Transitional/Sensitive Lands

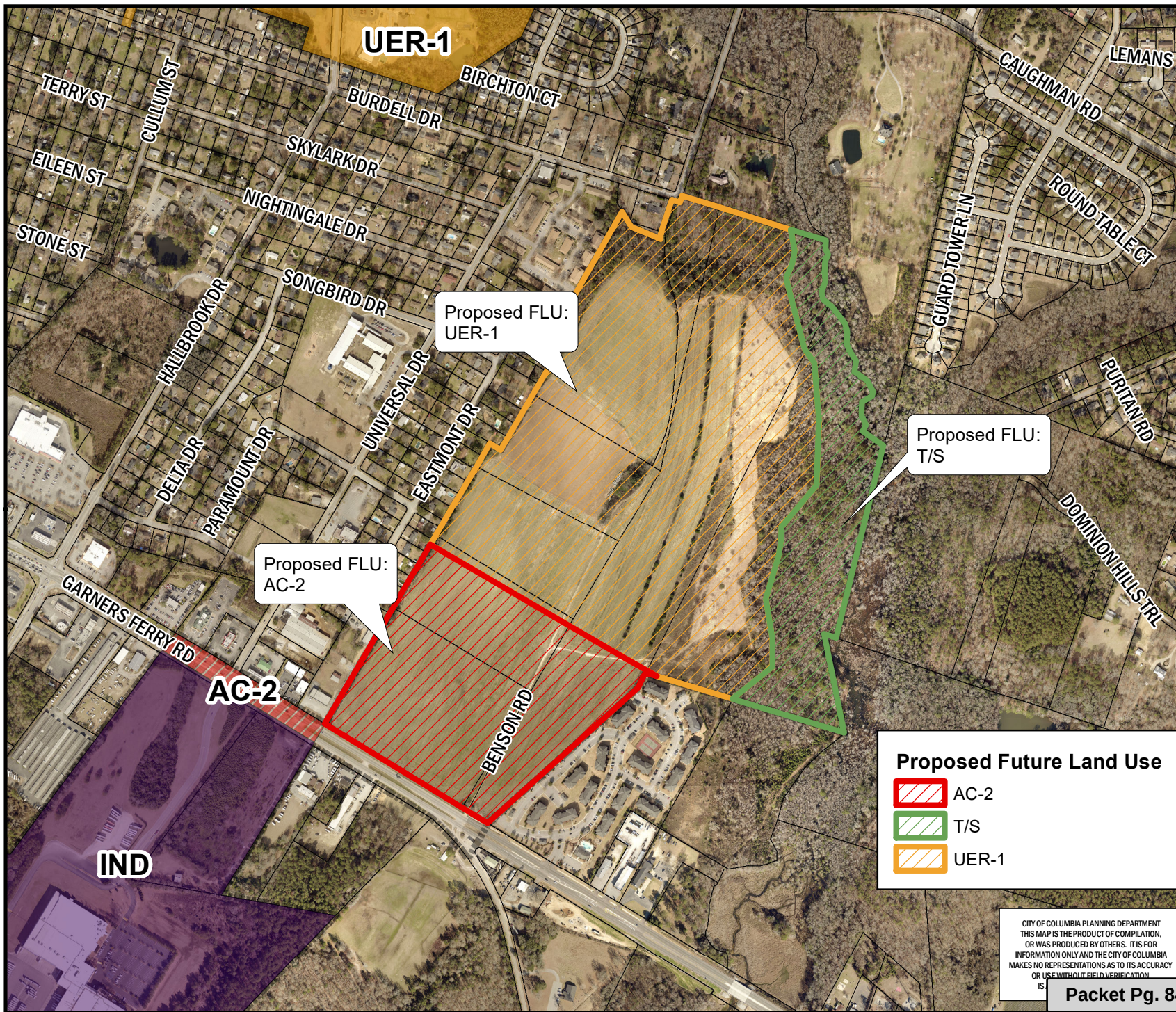


0 200 400 800 Feet

ORIGINAL PREPARATION/DATE:
This map was prepared by:
Shane Shaughnessy
Date: 8/13/2020



We Are Columbia



Proposed Future Land Use

-  AC-2
-  T/S
-  UER-1

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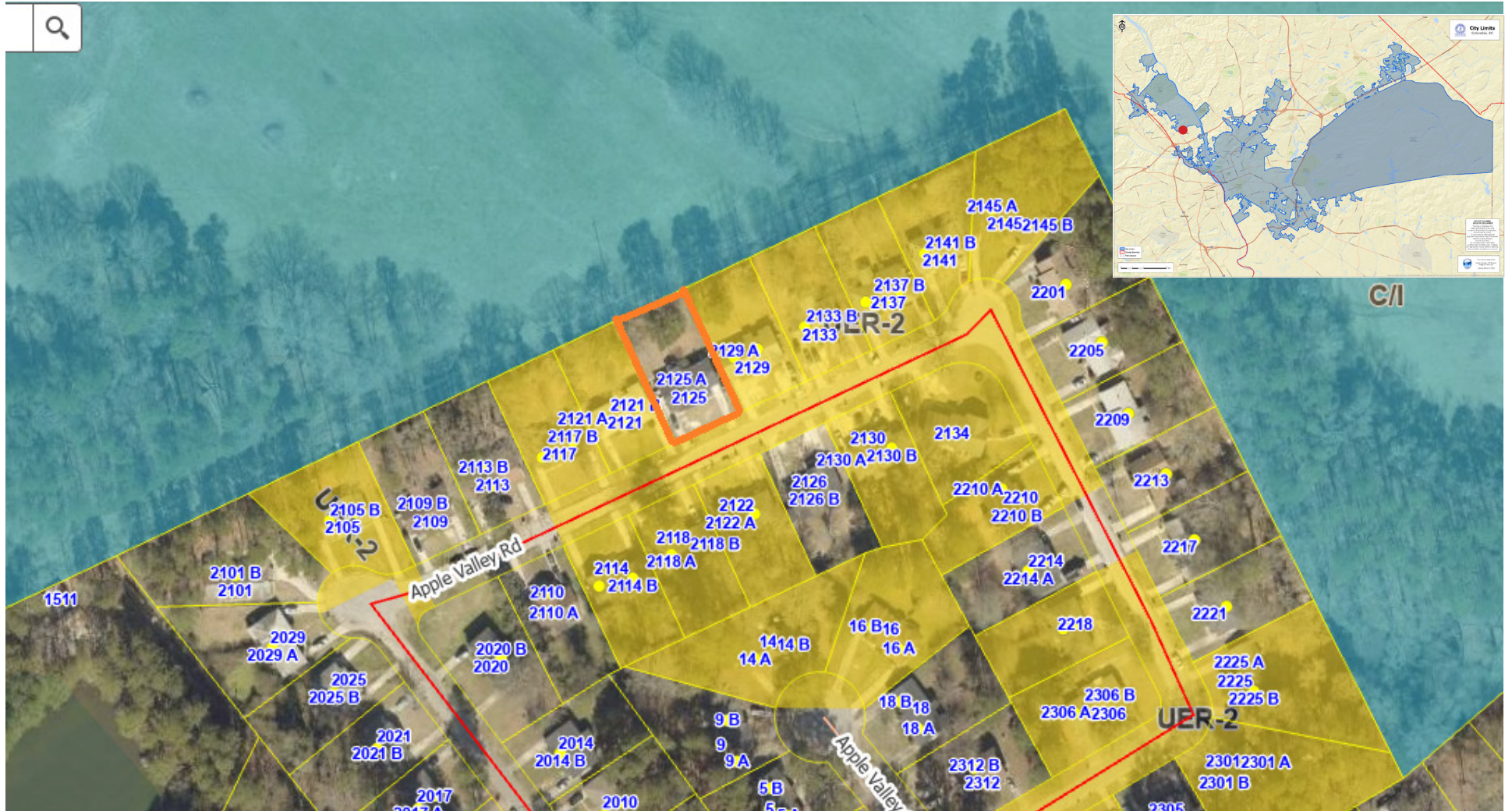
** DATA SOURCE - CITY OF COLUMBIA, GIS DIVISION

Attachment: LUMA-2020-002 ColaCompass FLU amendments ZPH Case Summary (6311 : Comprehensive



Land Use Map

2125 Apple Valley Road, TMS# 07502-01-03
Proposed FLU: UER-2



We Are Columbia

Prepared by: Shane Shaughnessy
August 12, 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
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UEMF - Urban Edge Multi-family	UCAC-3 - Urban Core Regional Activity Center	IND - Industrial	FJ - Fort Jackson
UCR-1 - Urban Core Residential Small Lot	UEAC-1 - Urban Edge Community Activity Center	TU - Transportation & Utilities	T/S - Transitional/Sensitive Lands

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Land Use Map

4521 Broad River Road, TMS# 06205-02-11
Proposed FLU: AC-2



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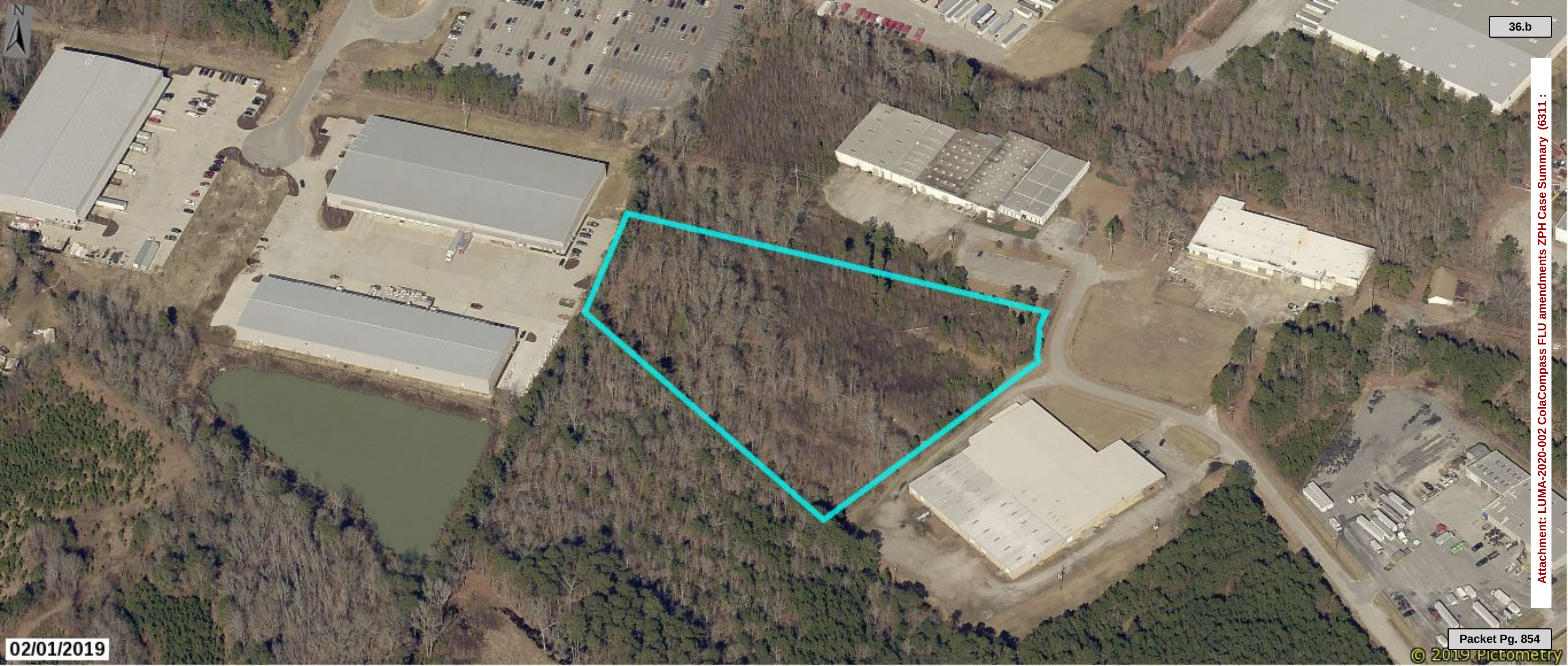
Prepared by: Shane Shaughnessy
August 12, 2020



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
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UEMR - Urban Edge Mixed Residential	UCAC-1 - Urban Core Neighborhood Activity Center	AC-3 - Regional Activity Corridor	ZOO - Riverbanks Zoo & Garden
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UEMF - Urban Edge Multi-family	UCAC-3 - Urban Core Regional Activity Center	IND - Industrial	FJ - Fort Jackson
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Land Use Map

120 Metal Park Drive, TMS# 16200-04-12
Proposed FLU: IND



We Are Columbia

Prepared by: Shane Shaughnessy
August 12, 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
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UCR-1 - Urban Core Residential Small Lot	UEAC-1 - Urban Edge Community Activity Center	TU - Transportation & Utilities	T/S - Transitional/Sensitive Lands

DISCLAIMER:

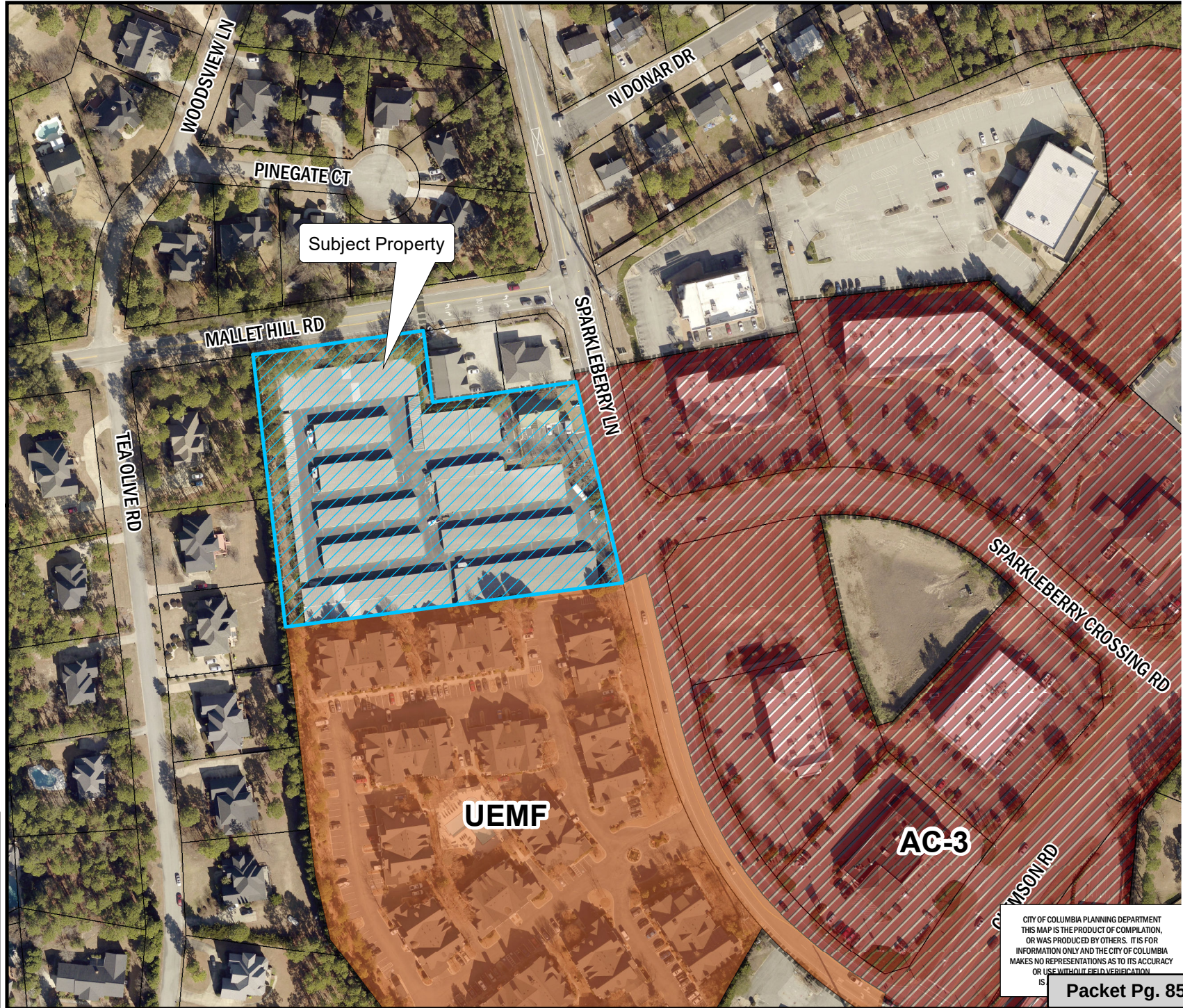
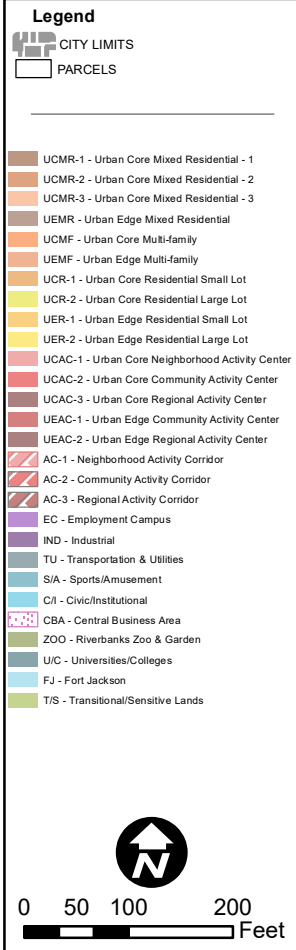
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Future Land Use Map

810 Sparkleberry Lane, TMS# 25705-1 **36.b**
Proposed FLU: Regional Activity Corridor (AC-3)

Department of Planning & Development Services



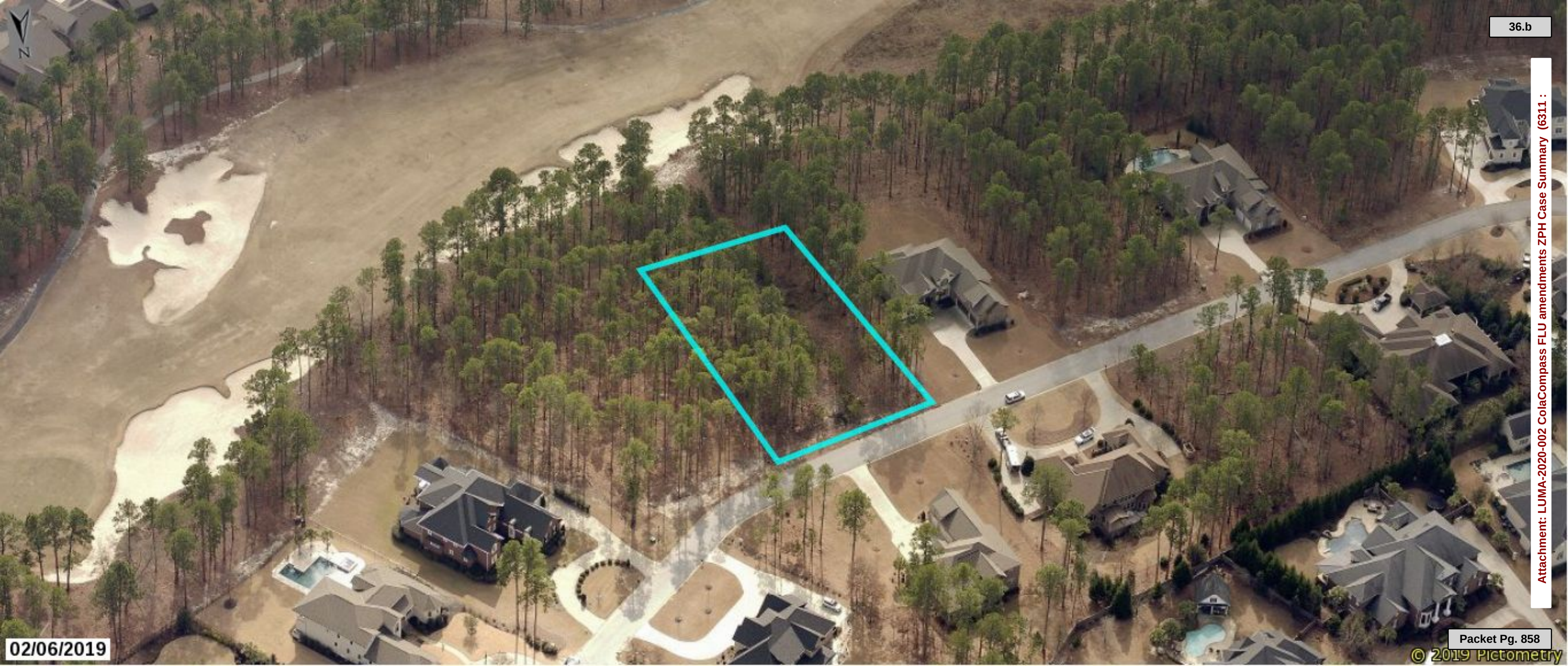
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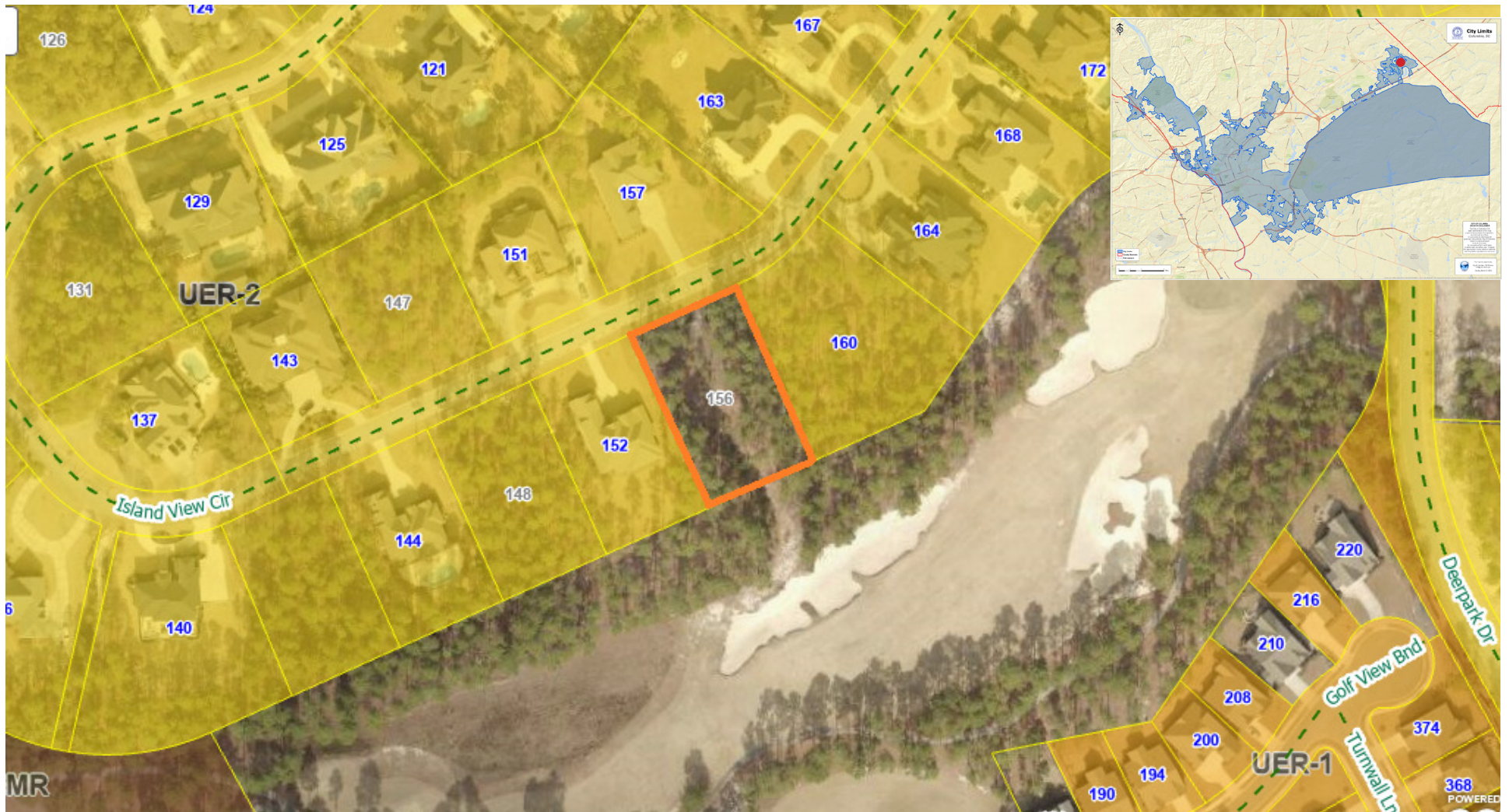
** DATA SOURCE - CITY OF COLUMBIA, GIS DIVISION

Attachment: LUMA-2020-002 ColaCompass FLU amendments ZPH Case Summary (6311 : Comprehensive



Land Use Map

156 Island View Circle, TMS# 28907-01-09
Proposed FLU: UER-2



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Prepared by: Shane Shaughnessy
August 12, 2020



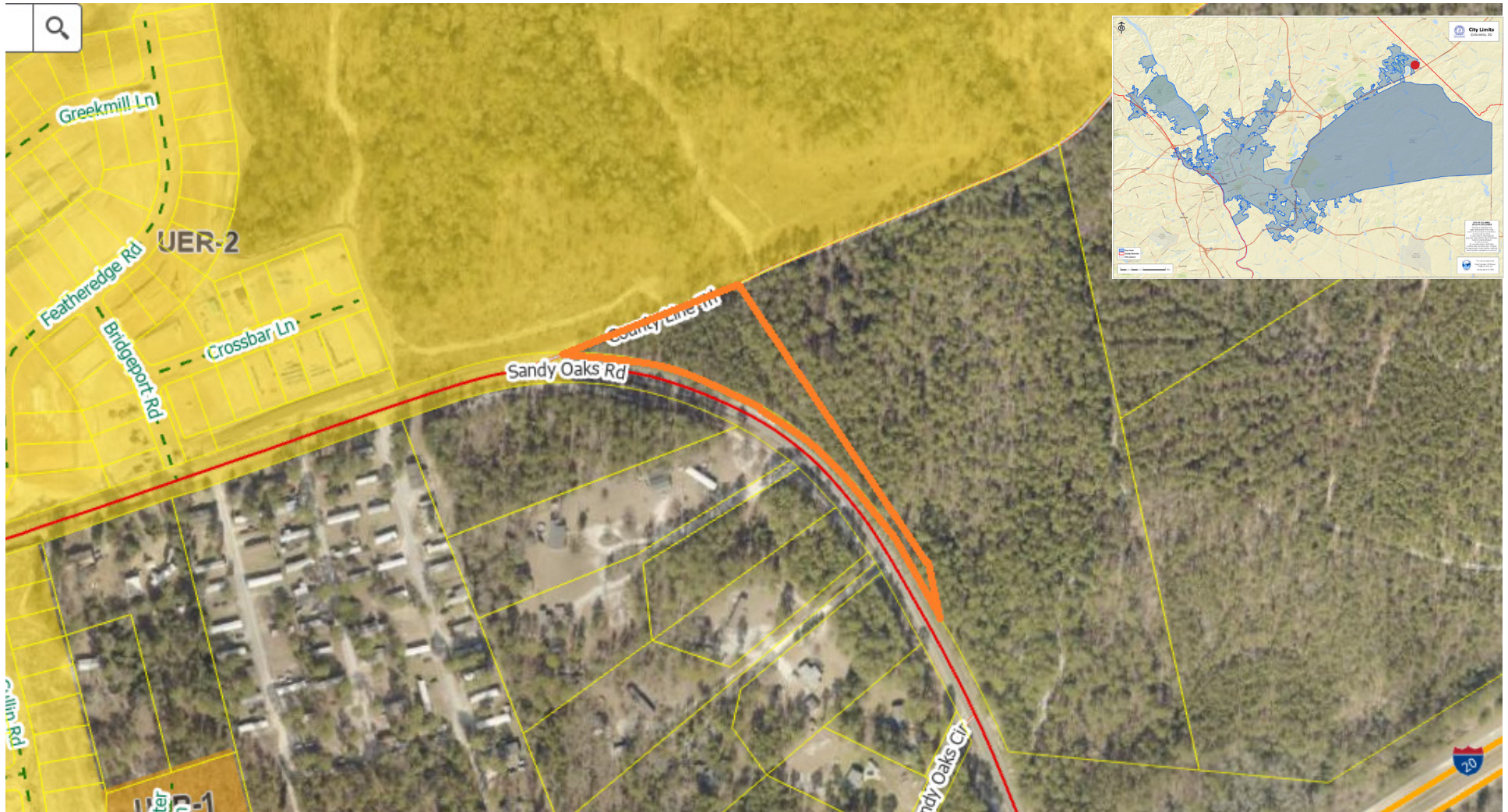
UCMR-1 - Urban Core Mixed Residential - 1	UCR-2 - Urban Core Residential Large Lot	UEAC-2 - Urban Edge Regional Activity Center	S/A - Sports/Amusement
UCMR-2 - Urban Core Mixed Residential - 2	UER-1 - Urban Edge Residential Small Lot	AC-1 - Neighborhood Activity Corridor	C/I - Civic/Institutional
UCMR-3 - Urban Core Mixed Residential - 3	UER-2 - Urban Edge Residential Large Lot	AC-2 - Community Activity Corridor	CBA - Central Business Area
UEMR - Urban Edge Mixed Residential	UCAC-1 - Urban Core Neighborhood Activity Center	AC-3 - Regional Activity Corridor	ZOO - Riverbanks Zoo & Garden
UCMF - Urban Core Multi-family	UCAC-2 - Urban Core Community Activity Center	EC - Employment Campus	UC - Universities/Colleges
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UCR-1 - Urban Core Residential Small Lot	UEAC-1 - Urban Edge Community Activity Center	TU - Transportation & Utilities	T/S - Transitional/Sensitive Lands

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Land Use Map

1.70 acres County Line Trail, TMS# 31700-01-06
Proposed FLU: UER-2



Prepared by: Shane Shaughnessy
August 12, 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
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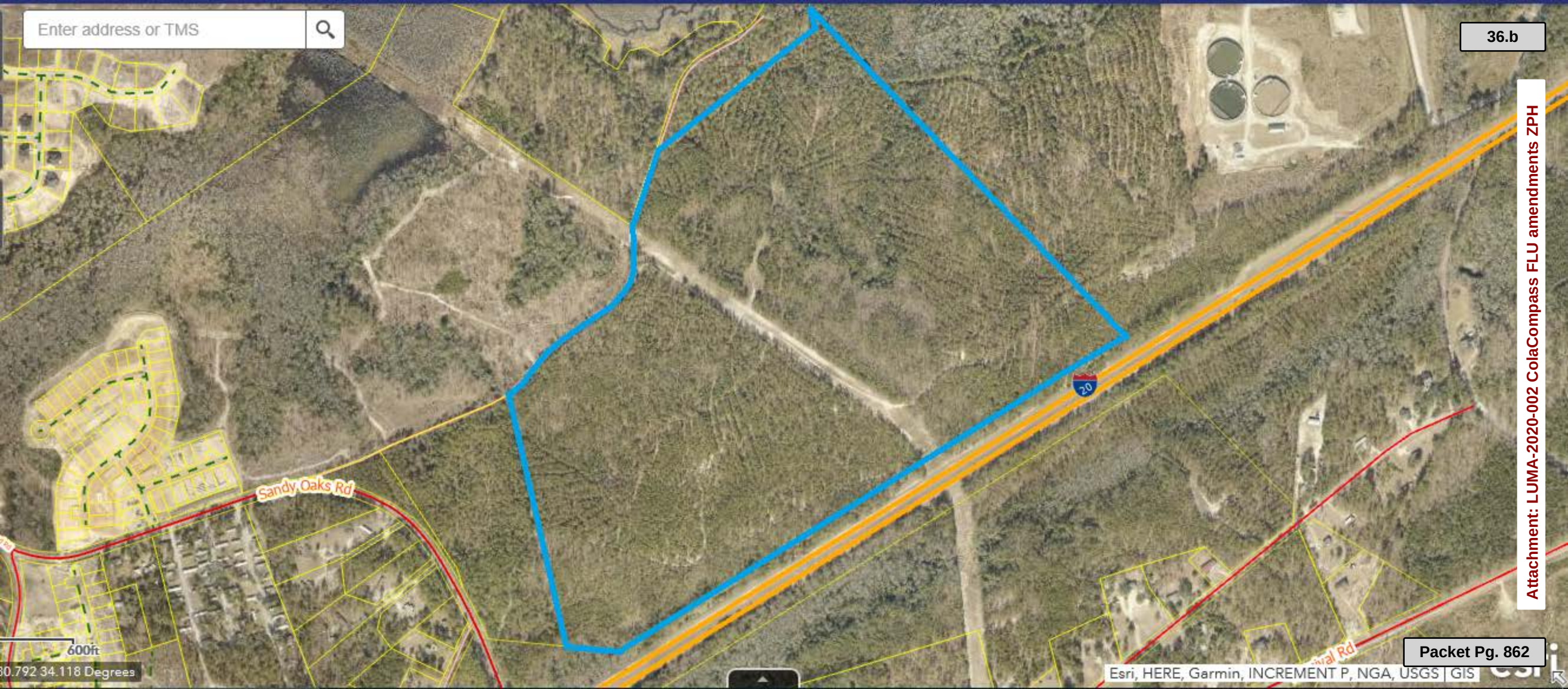
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Enter address or TMS



36.b

Attachment: LUMA-2020-002 ColaCompass FLU amendments ZPH



600ft
30.792 34.118 Degrees

Packet Pg. 862

Land Use Map

18.02 acres County Line Trail(p), TMS# 28900-01-18(p)
Proposed FLU: UER-1



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Prepared by: Shane Shaughnessy
August 12, 2020



UCMR-1 - Urban Core Mixed Residential - 1	UCR-2 - Urban Core Residential Large Lot	UEAC-2 - Urban Edge Regional Activity Center	S/A - Sports/Amusement
UCMR-2 - Urban Core Mixed Residential - 2	UER-1 - Urban Edge Residential Small Lot	AC-1 - Neighborhood Activity Corridor	C/I - Civic/Institutional
UCMR-3 - Urban Core Mixed Residential - 3	UER-2 - Urban Edge Residential Large Lot	AC-2 - Community Activity Corridor	CBA - Central Business Area
UEMR - Urban Edge Mixed Residential	UCAC-1 - Urban Core Neighborhood Activity Center	AC-3 - Regional Activity Corridor	ZOO - Riverbanks Zoo & Garden
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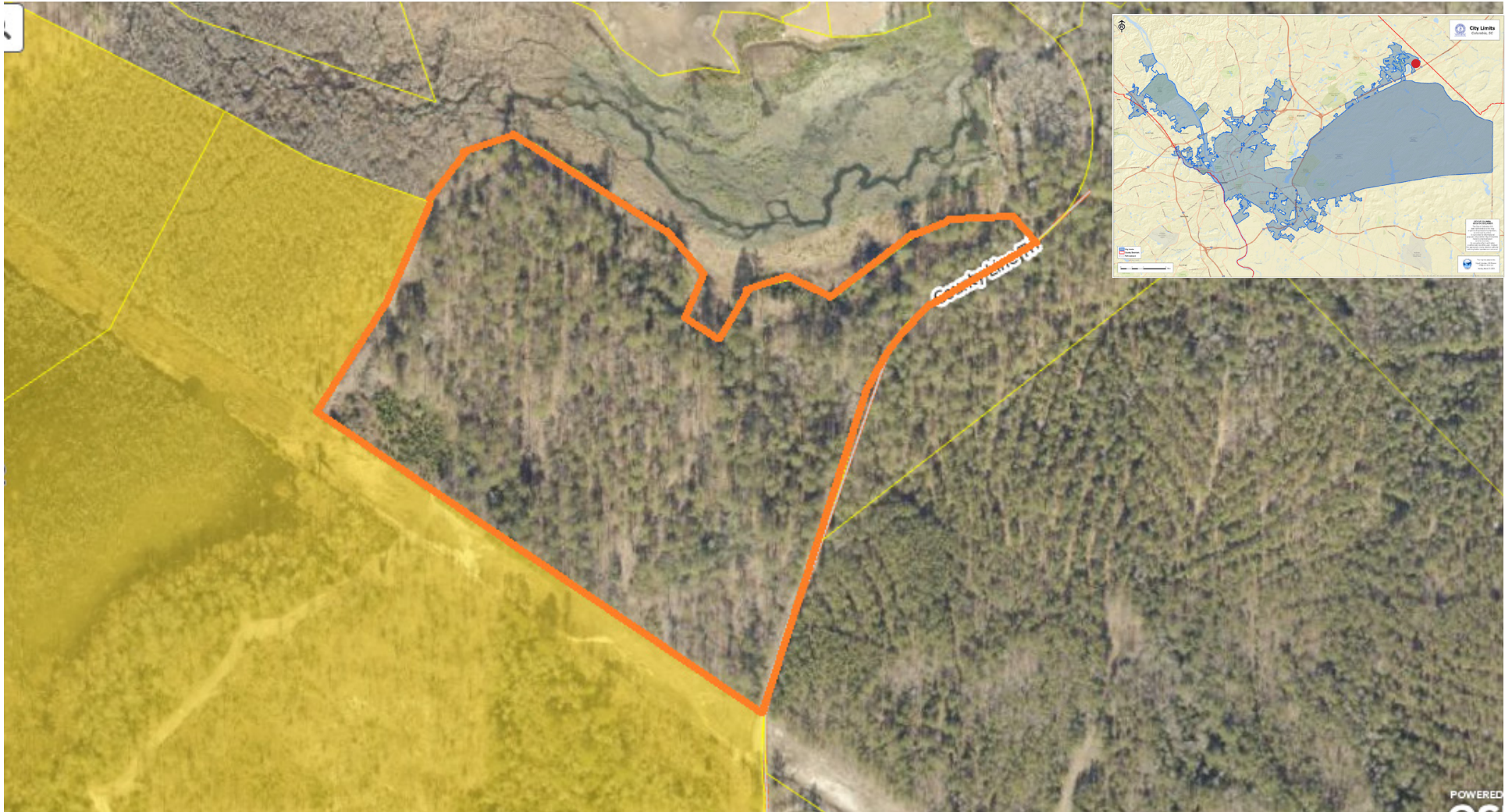
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Land Use Map

20.74 acres County Line Trail, TMS# 28900-01-35
Proposed FLU: UER-1



Prepared by: Shane Shaughnessy
August 12, 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
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UCR-1 - Urban Core Residential Small Lot	UEAC-1 - Urban Edge Community Activity Center	TU - Transportation & Utilities	T/S - Transitional/Sensitive Lands

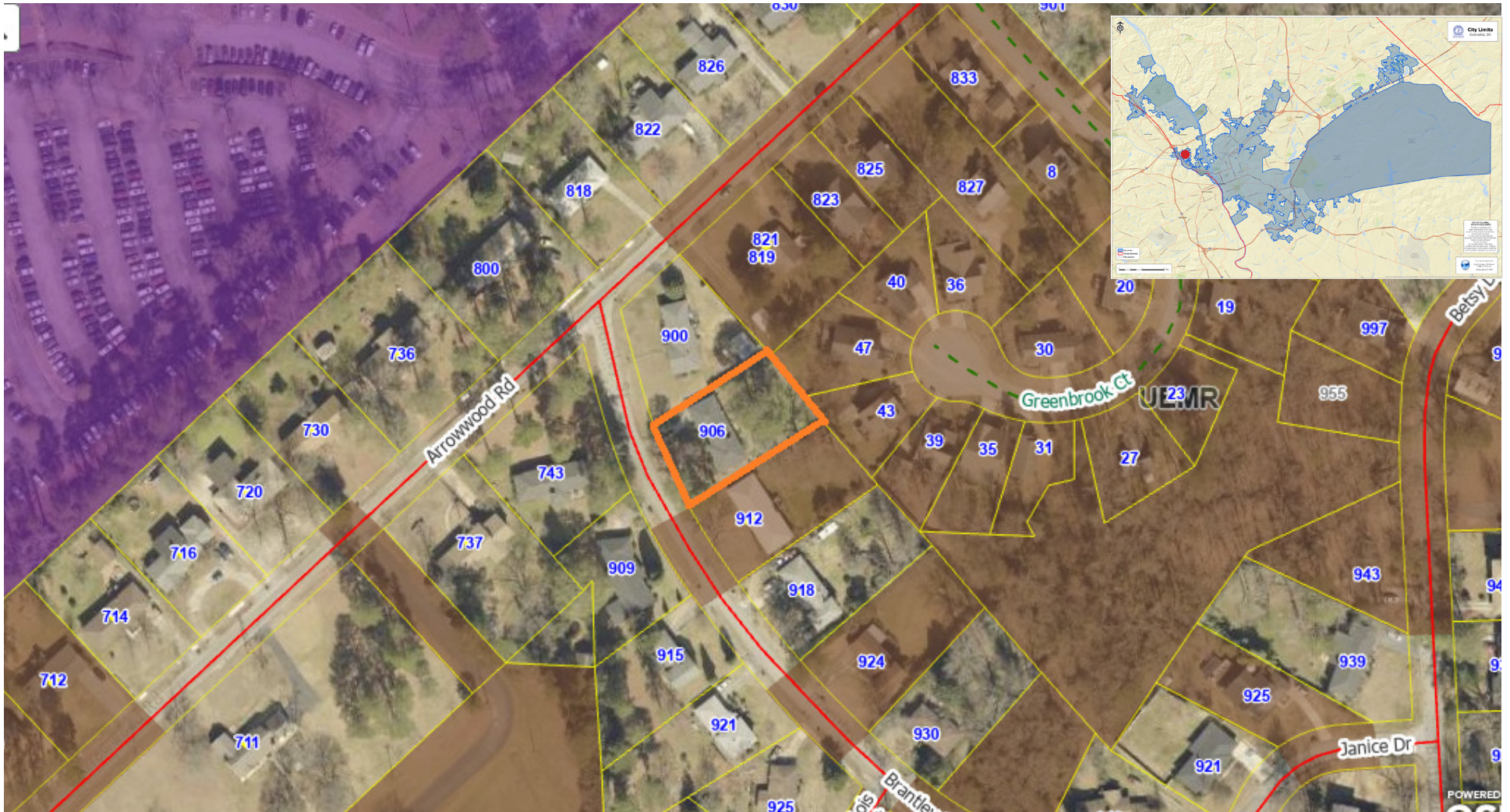
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Land Use Map

906 Brantley Street, TMS# 07306-02-36
Proposed FLU: UEMR



We Are Columbia

Prepared by: Shane Shaughnessy
August 12, 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
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Land Use Map

166 Riding Grove Road (p), TMS# 28900-01-19(p)
Proposed FLU: UER-1



We Are Columbia

Prepared by: Shane Shaughnessy
August 12, 2020



UCMR-1 - Urban Core Mixed Residential - 1	UCR-2 - Urban Core Residential Large Lot	UEAC-2 - Urban Edge Regional Activity Center	S/A - Sports/Amusement
UCMR-2 - Urban Core Mixed Residential - 2	UER-1 - Urban Edge Residential Small Lot	AC-1 - Neighborhood Activity Corridor	C/I - Civic/Institutional
UCMR-3 - Urban Core Mixed Residential - 3	UER-2 - Urban Edge Residential Large Lot	AC-2 - Community Activity Corridor	CBA - Central Business Area
UEMR - Urban Edge Mixed Residential	UCAC-1 - Urban Core Neighborhood Activity Center	AC-3 - Regional Activity Corridor	ZOO - Riverbanks Zoo & Garden
UCMF - Urban Core Multi-family	UCAC-2 - Urban Core Community Activity Center	EC - Employment Campus	UC - Universities/Colleges
UEMF - Urban Edge Multi-family	UCAC-3 - Urban Core Regional Activity Center	IND - Industrial	FJ - Fort Jackson
UCR-1 - Urban Core Residential Small Lot	UEAC-1 - Urban Edge Community Activity Center	TU - Transportation & Utilities	T/S - Transitional/Sensitive Lands

DISCLAIMER:

The City of Columbia Department of Planning and Development Services data represented on this map or plan is the product of compilation, as produced by others. It is provided for informational purposes only and the City of Columbia makes no representation as to its accuracy. Its use without field verification is at the sole risk of the user.

ORDINANCE NO.: 2020-099

Amending the effective date of Ordinance No.: 2020-022 repealing and replacing Chapter 17, Planning, Land Development and Zoning of the 1998 Code of Ordinances of the City of Columbia, South Carolina

BE IT ORDAINED by the Mayor and City Council of the City of Columbia, South Carolina this ____ day of _____, 2020 that Ordinance No.: 2020-022 amending Ordinance No.: 2019-13 repealing and replacing in its entirety the City of Columbia, South Carolina, Chapter 17, Planning, Land Development and Zoning with Chapter 17, Unified Development Ordinance as reflected in "Zoning Ordinance and Land Development Regulations Rewrite, Public Hearing Draft, March 19, 2019" effective as of May 1, 2020 to read "Zoning Ordinance and Land Development Regulations Rewrite dated March 17, 2020" is hereby amended to read "The Unified Development Ordinance of the City of Columbia, South Carolina as adopted August 20, 2019", a copy of which is attached hereto and incorporated herein by reference and available for inspection by contacting the City Clerk, City Hall, 3rd Floor, 1737 Main Street, Columbia, South Carolina, 29201; (803) 545-3045; cityclerk@columbiasc.net, or the Zoning Division, 1136 Washington Street, Columbia, South Carolina, 29201; (803) 545-3333, or viewed online at <http://www.weplantogether.org>.

This ordinance shall be effective as of **March 31, 2021**.

Requested by:

Assistant City Manager Gentry

Mayor

Approved by:

City Manager

Approved as to form:

ATTEST:



Senior Assistant City Attorney

City Clerk

Introduced:

Final Reading:



CITY COUNCIL

November 17, 2020 at 2:00pm

Virtual Meeting Using Video Conferencing Technology, Columbia, SC

UNIFIED DEVELOPMENT ORDINANCE Revise Effective Date of Ordinance

Proposal: Revising the effective date of Ordinance to March 31, 2021.

Pertinent Sections: Chapter 17 of the Columbia Code of Ordinances

Applicant: Rachel Bailey, Zoning Administrator

Staff Recommendation: Approval

PC Recommendation: 10/05/20; Approval (8-0)

ZPH, 1st Reading: 11/17/2020; Pending

2nd Reading: 12/01/2020; Pending

DETAIL

The Unified Development Ordinance was adopted by City Council on August 20, 2019. An effective date of May 1, 2020 was set at that time to provide time for staff to redraw the zoning maps and update documents and files to correspond with the new Ordinance. A revised date of November 1, 2020 was then approved by Council in June of 2020. Due to delays resulting from COVID-19, Staff is now proposing a revised effective date of March 31, 2021 to provide adequate time to complete the zoning maps, to hold virtual public meetings for citizen input, and to update permitting software and documents.

A copy of the adopted code in its entirety and draft map can be found at www.weplantogether.org.

STAFF RECOMMENDATION

Staff recommends City Council approve the request.



CITY COUNCIL

November 17, 2020 at 2:00pm

Virtual Meeting Using Video Conferencing Technology, Columbia, SC

Zoning Text Amendment Case Summary **Amend §17-253- -DD (design/development)/City Center Design/Development Guidelines**

Proposal:	Amend Sec. 17-253 of the Columbia Code of Ordinances (-DD design/development) to amend the City Center Design/Development Guidelines to delete Section 3.5.4 (Site Plan Review).
Pertinent Sections:	Chapter 17, Article III, Division 8, Amend §17-253- -DD (design/development) and City Center Design/Development Guidelines
Applicant:	Councilman Daniel Rickenmann, Columbia City Council
Staff Recommendation:	Approval
PC Recommendation:	11/02/2020; Approval (8-0)
ZPH, 1 st Reading:	11/17/2020; Pending
2 nd Reading:	12/01/2020; Pending

PROPOSED ZONING TEXT SUMMARY

This request is to amend the City Center Design Guidelines to remove the provision that delegates Site Plan Review within the -DD area from the Planning Commission to the Design/Development Review Commission (D/DRC). This will provide a clear demarcation of review roles: design review for the D/DRC and site development review with the Planning Commission.

Sec. 17-253. - -DD design/development area.

The -DD area is intended to protect the area identified as "City Center" which is undergoing redevelopment and revitalization from incompatible land uses and influences which do not complement or promote the high-intensity mixed use character of the area. It is also the intent that new developments within the -DD area are coordinated to ensure that the land use, pedestrian environment, urban design, open space, signs, street scape and traffic circulation are sensitive to and implement the overall objectives and concept of the applicable redevelopment plan. Development within the -DD area must comply with design guidelines set forth in this Code and in the publication "City Center Design/Development Guidelines, Final Report, September 1, 1998," LDR International, Inc. Consultants, and any amendments thereto.

The -DD area consists of approximately 1,400 acres in the area bounded as follows: on the North by Elmwood Avenue, east by Pickens Street, South by Blossom Street, and West by the Congaree River. Any lot of record which fronts or abuts Elmwood, Pickens or Blossom within the area described above shall be deemed to fall within the -DD area.

STAFF RECOMMENDATION

Staff recommends City Council approval of the changes to the Official Zoning Code.

Attachment: TA-2020-0004_DDGuidelinesPKT (6304 : TA - Amend §17-253- -DD guidelines to remove site plan review)

Sec. 17-253. - -DD design/development area.

The -DD area is intended to protect the area identified as "City Center" which is undergoing redevelopment and revitalization from incompatible land uses and influences which do not complement or promote the high-intensity mixed use character of the area. It is also the intent that new developments within the -DD area are coordinated to ensure that the land use, pedestrian environment, urban design, open space, signs, street scape and traffic circulation are sensitive to and implement the overall objectives and concept of the applicable redevelopment plan. Development within the -DD area must comply with design guidelines set forth in this Code and in the publication "City Center Design/Development Guidelines, Final Report, September 1, 1998," LDR International, Inc. Consultants, and any amendments thereto.

The -DD area consists of approximately 1,400 acres in the area bounded as follows: on the North by Elmwood Avenue, east by Pickens Street, South by Blossom Street, and West by the Congaree River. Any lot of record which fronts or abuts Elmwood, Pickens or Blossom within the area described above shall be deemed to fall within the -DD area.

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Proponents of new construction, demolition, or placement of signs within these districts must obtain a "certificate of design approval" from the Landmarks Commission. For minor projects, certificates can be issued by City staff, but major projects must go before a public hearing of the Commission. Appeals of staff decisions are heard by the Commission, and appeals of Commission decisions are heard by "a court of competent jurisdiction."

The Landmarks Commission evaluates projects for compliance with the provisions of the City's *Urban Design and Historic Preservation (Landmarks) Regulations* (Section 6-0811 of the City Code). These provisions describe a series of non-binding design criteria that generally outline the desired characteristics of projects. For the Gervais Street Historic Commercial District, the City has also adopted design guidelines "to be used in an advisory capacity only."

As discussed earlier in this report, the current functions of the Landmarks Commission would be absorbed by the newly-created Design/Development Review Commission. The D/DRC would continue to administer the existing Landmarks Ordinance and new design guidelines provisions in the zoning ordinance. In doing so, the Commission would essentially "wear two different hats" in reviewing projects in the five preservation districts for compliance with Landmarks Ordinance and the City Center Design/Development Guidelines, respectively. The Landmarks ordinance would take precedence over the Design/Development Guidelines if in conflict.

3.5.4 Site Plan Review

~~Site plan review in Columbia is handled by the City's Planning Department, which has authority to approve site plans for building projects of 25,000 square feet or less; larger projects must go before the City's Planning Commission. Once applications are accepted, the Planning Department has 10 days to review the project, including evaluation of the site plan and preparation of a staff report for the Planning Commission. The Commission may then approve, approve with conditions, or deny the project. Planning Commission decisions are appealable to the circuit court, not the City Council.~~

~~Within City Center, the D/DRC and Design/Development Review staff will assume responsibility for site plan review. This would streamline the overall development review process. Building inspections, fire, floodplain, traffic and other reviews that may need to be performed would still be completed by the respective City departments, however, a Design/Development Coordinator will provide assistance by expediting the development through this process.~~

ORDINANCE NO.: 2020-100

*Amending Chapter 17, Planning, Land Development and Zoning of the
1998 Code of Ordinances of the City of Columbia, South Carolina,
Sec. 17-253 -- DD design/development area*

BE IT ORDAINED by the Mayor and City Council of the City of Columbia, South Carolina this ____ day of _____, 2020 that the 1998 Code of Ordinances of The City of Columbia, Chapter 17, Planning, Land Development and Zoning of the 1998 Code of Ordinances of the City of Columbia, South Carolina, Sec. 17-253 -- DD design/development area, is hereby amended to read as follows:

Sec. 17-253. - -DD design/development area.

The -DD area is intended to protect the area identified as "City Center" which is undergoing redevelopment and revitalization from incompatible land uses and influences which do not complement or promote the high-intensity mixed use character of the area. It is also the intent that new developments within the -DD area are coordinated to ensure that the land use, pedestrian environment, urban design, open space, signs, street scape and traffic circulation are sensitive to and implement the overall objectives and concept of the applicable redevelopment plan. Development within the -DD area must comply with design guidelines set forth in this Code and in the publication "City Center Design/Development Guidelines, Final Report, September 1, 1998," LDR International, Inc. Consultants, **and any amendments thereto.**

The -DD area consists of approximately 1,400 acres in the area bounded as follows: on the North by Elmwood Avenue, east by Pickens Street, South by Blossom Street, and West by the Congaree River. Any lot of record which fronts or abuts Elmwood, Pickens or Blossom within the area described above shall be deemed to fall within the -DD area.

Requested by:

Assistant City Manager Gentry

Mayor

Approved by:

City Manager

Approved as to form:

ATTEST:



Senior Assistant City Attorney

City Clerk

Introduced:

Final Reading:

Last revised: 10/15/2020
20006993

Attachment: 2020-100 amend Sec 17-253 --DD design development area (6304 : TA - Amend \$17-253 - DD guidelines to remove site plan review)



CITY COUNCIL

September 15, 2020 at 2:00pm

Virtual Meeting Using Video Conferencing Technology, Columbia, SC

Zoning Map Amendment Case Summary 1232 Whittaker Drive, TMS# 13909-09-02

Council District:	4
Proposal:	Request to rezone the parcel from Single Family Residential District (RS-1) to Single Family Residential District (RS-2).
Applicant:	Wade Carlisle, Wade Carlisle Construction LLC
Staff Recommendation:	Approval
PC Recommendation:	07/13/2020; Approval (6-1)
ZPH, 1st Reading:	09/15/2020; Pending
2nd Reading:	10/06/2020; Pending

CURRENT PARCEL CHARACTERISTICS/CONDITIONS

Acreage: 0.66 acres
Current Use: Duplex (vacant)
Proposed Use: 2 residential lots
Current Land Use Classification: Urban Edge Residential Large Lot (UER-2)
Current Zoning: Single Family Residential District (RS-1)
Proposed Zoning: Single Family Residential District (RS-2)

PLANS, POLICIES, AND LAND USE

Comprehensive Plan Land Use Classification

The future land use for the subject property is Urban Edge Residential Large Lot (UER-2) in the Future Land Use Map. The future land use for the subject property prior to the adoption of *Columbia Compass: Envision 2036* on August 4, 2020 was Urban Edge Residential Small Lot (UER-1). The proposed amendments to the maps were presented to the public during multiple *Columbia Compass* meetings in the Fall of 2019 and Spring of 2020, and were made accessible online via an interactive GIS map viewer dedicated to the proposed future land use maps. The case summary provided to Planning Commission indicated the current future land use at the time of review, as well as the anticipated update to the future land use classification with *Columbia Compass*.

Urban Edge Residential Large Lot neighborhoods represent many of the older residential neighborhoods in the outer areas of the City. This development type is appropriate as development on remaining large lots or as redevelopment in the outer areas of Columbia. Most of the existing developments occurred after 1950. Urban Edge Residential Large Lot

Attachment: ZMA-2020-0016_Whittaker1232_ZPH (6185 : ZMA-2020-0016: 1232 Whittaker Drive, TMS# 13909-09-02)

developments generally do not continue the grid and block pattern found in the urban neighborhoods, but do tend to have a consistently organized internal street network with loops and interconnections.

Primary Types

- Single-family Detached
- *Accessory Dwelling Units

Tertiary Types

- Single-family Attached
- Two-family
- Three-family
- Civic/Institutional Small
- Business/Employment Small (excl. Flex)
- Cemeteries & Mausoleums

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

The subject property not located in the study area of a neighborhood, small area, community, or corridor plan adopted by the City of Columbia or Richland County.

PROPOSED ZONING DISTRICT SUMMARY

The subject property is currently zoned Single Family Residential District (RS-1). The abutting properties in the City of Columbia have base zoning of Single Family Residential District (RS-1) to the South, West and North and Single Family Residential District (RS-2) to the North and East.

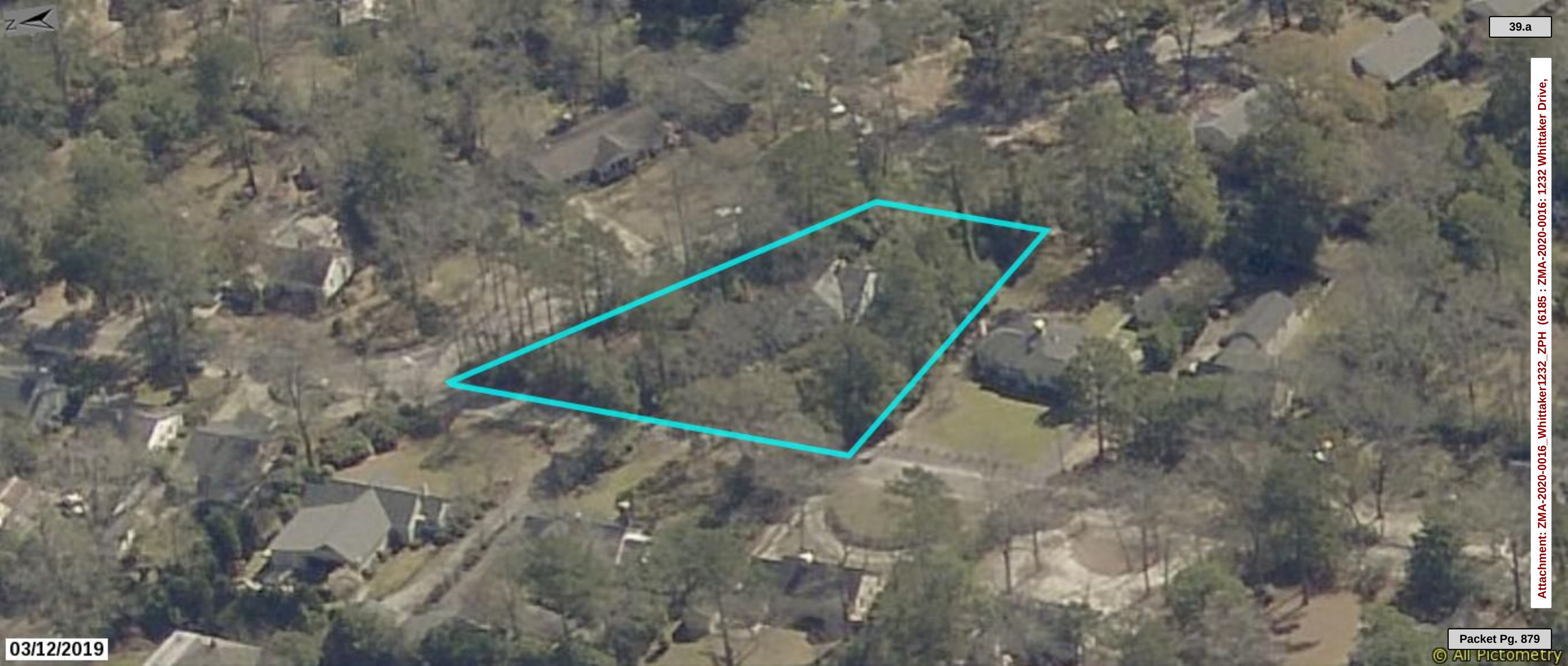
The proposed zoning district is Single Family Residential District (RS-2).

Single Family Residential District (RS-1), (RS-2)

The RS-1, RS-1A, RS-1B, RS-2 and RS-3 districts are intended as single-family residential areas with detached units with low to medium population densities. Use regulations for the single-family districts are identical, but contain varying classes of lot width and lot area, and these dimensional differences are intended to be preserved. Certain structures and uses required to serve governmental, educational, religious, noncommercial recreational, and other needs of those areas are permitted outright within such districts or are permissible as special exceptions subject to restrictions and requirements intended to preserve and protect the single-family residential character of the district.

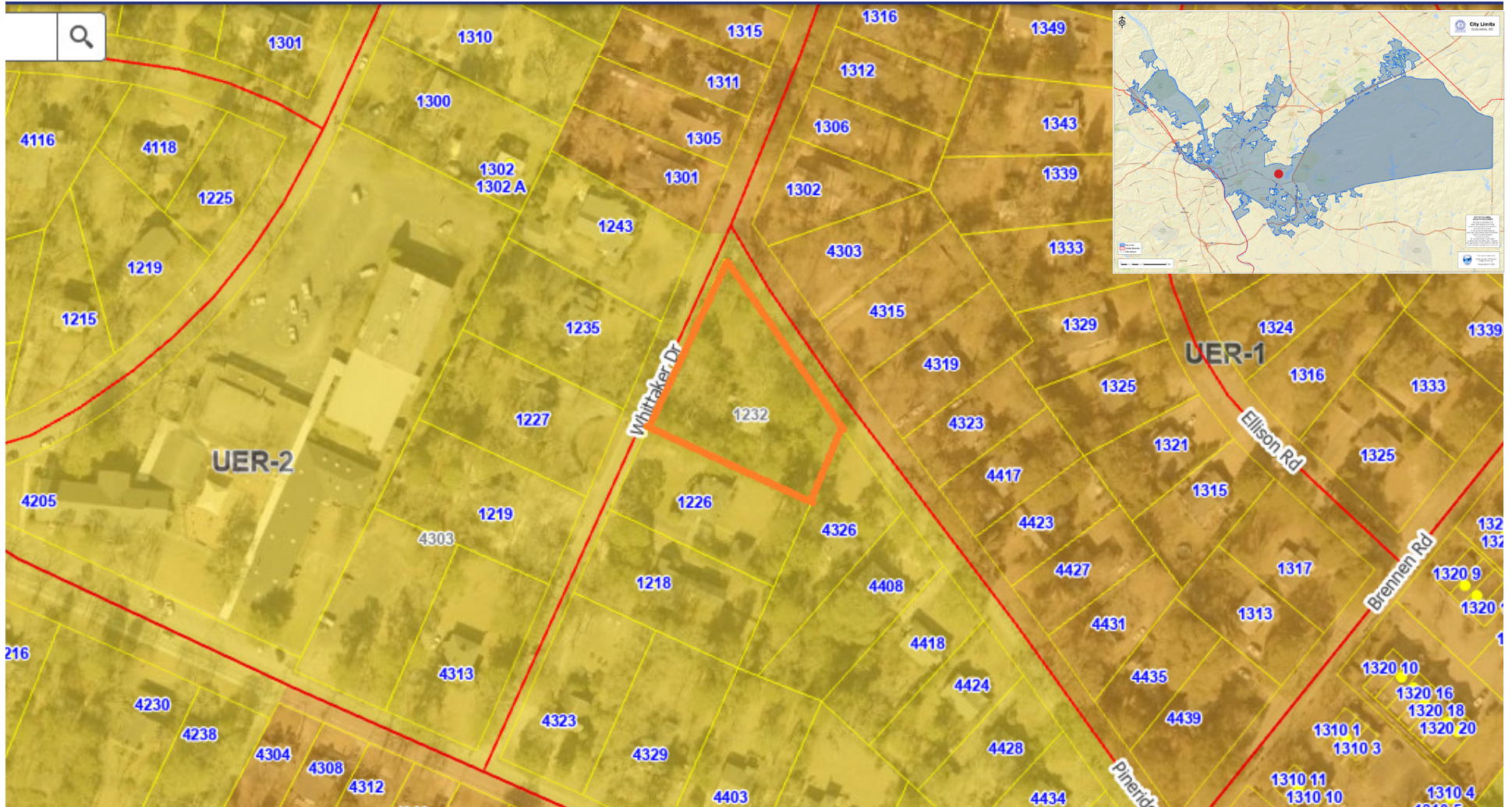
STAFF RECOMMENDATION

Staff recommends City Council rezone the parcel from RS-1 to RS-2.



Land Use Map

1232 Whittaker Drive, TMS# 13909-09-02;
Existing FLU: Pending



We Are Columbia

Prepared by: Shane Shaughnessy
August 6, 2020



UCMR-1 - Urban Core Mixed Residential - 1	UCR-2 - Urban Core Residential Large Lot	UEAC-2 - Urban Edge Regional Activity Center	S/A - Sports/Amusement
UCMR-2 - Urban Core Mixed Residential - 2	UER-1 - Urban Edge Residential Small Lot	AC-1 - Neighborhood Activity Corridor	C/I - Civic/Institutional
UCMR-3 - Urban Core Mixed Residential - 3	UER-2 - Urban Edge Residential Large Lot	AC-2 - Community Activity Corridor	CBA - Central Business Area
UEMR - Urban Edge Mixed Residential	UCAC-1 - Urban Core Neighborhood Activity Center	AC-3 - Regional Activity Corridor	ZOO - Riverbanks Zoo & Garden
UCMF - Urban Core Multi-family	UCAC-2 - Urban Core Community Activity Center	EC - Employment Campus	U/C - Universities/Colleges
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Zoning Map

1232 Whittaker Drive, TMS# 13909-09-02;
Current Zoning: RS-1, Proposed Zoning: RS-2



We Are Columbia



Prepared by: Shane Shaughnessy
June 9, 2020

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August 7, 2020

Dear Mayor Benjamin, Columbia City Council, and Ms. Wilson:

We are residents of the Kilbourne Park Neighborhood, and we oppose the rezoning of 1232 Whittaker Drive from Single Family Residential District (RS-1) to Single Family Residential District (RS-2). We oppose rezoning for the following reasons.

- Changing the designation of 1232 Whittaker Drive from RS-1 to RS-2 would allow for the property to be divided into multiple lots on which three houses could be built.
- This change would be permanent.
- The City of Columbia's website indicates that "The City of Columbia uses zoning regulations to preserve, protect, and support the use of existing residences." The houses listed below are those in the immediate vicinity of 1232 Whittaker and are all zoned RS-1. In order to preserve and protect the neighborhood, the RS-1 zoning for the property at 1232 Whittaker should be maintained.

○ 4303 Pineridge	○ 1227 Whittaker
○ 4315 Pineridge	○ 1235 Whittaker
○ 4319 Pineridge	○ 1243 Whittaker
○ 1302 Whittaker	○ 4313 Kilbourne
○ 1226 Whittaker	○ 4323 Kilbourne
○ 1218 Whittaker	○ 4329 Kilbourne
○ 1219 Whittaker	
- The mission of the City of Columbia's Planning and Development Services is "to guide the development of the City in a manner that enhances quality of life, promotes distinctive neighborhoods, supports businesses and protects the environment." The minimum lot area and minimum lot width associated with an RS-1 is a distinctive characteristic that should be preserved for this part of our neighborhood.
- If one property is rezoned, it sets a precedent for future rezoning requests in this area.
- A rezoning request for the property located at 4323 Kilbourne Road was presented to Columbia City Council between July 30, 1997 and November 3, 2000. Many Kilbourne Park Neighborhood residents opposed this request. We were in attendance at the Columbia City Council meeting where we voiced our opposition. We were opposed to the rezoning request for the same reasons we are opposed to this request. Columbia City Council did not approve the request for 4324 Kilbourne. That property remains an RS-1.

We are excited about the improvements that will occur on this property. We look forward to the construction of a new house in keeping with the current homes on the surrounding properties. However, we are not in favor of a zoning change.

Thank you for your time and for your service to the City of Columbia.

Sincerely,

Jack and Janie Godbold
1218 Whittaker Drive

Jack & Janie Godbold

Teresa Boykin
1227 Whittaker Drive

Teresa Boykin

Norah Rogers
1301 Whittaker Drive

Norah C. Rogers

Peggy Thompson and Sharon May
1302 Whittaker Drive

Peggy Thompson & Sharon May

Lee and Bridget Tupper
1344 Whittaker Drive

Lee & Bridget Tupper

Margaret Clay
1347 Whittaker Drive

Margaret Clay

Cc: Krista Hampton, Director of Planning and Development Services
John Fellows, Planning Administrator
Rachel Bailey, Zoning Administrator
Members of Columbia City Planning Commission

Lucy Lewis
Lucy Lewis
4439 Pineridge Rd

Marshall and Beth Lawson
4329 Kilbourne Road

Marshall & Beth Lawson

Andrea Altman
4303 Pineridge Road

Andrea Altman

Taylor and Sarah Brennecke
4315 Pineridge Road

Taylor and Sarah Brennecke

Tom and Tina Burkizer
4319 Pineridge Road

Tom & Tina Burkizer

Jean Barry
4423 Pineridge Road

Jean Barry

Katherine D. Hiers
4424 Pineridge Road

Katherine D. Hiers
Andrew Atkinson
4418 Pineridge Rd

Margaret McElve
Margaret McElve
4439 Pineridge Rd

Hammond, Erika

From: Wilson, Teresa B
Sent: Sunday, August 30, 2020 7:00 PM
To: Hammond, Erika; Hampton, Krista M
Cc: Gentry, Missy A
Subject: Fwd: [EXTERNAL] Proposed zoning change to 1232 Whittaker Drive, Kilbourne Park

Teresa Wilson

City Manager
 City Hall; 1737 Main Street
 Columbia, SC 29201

Phone: 803-545-3026

Fax: 803-401-8800

Mobile: 803-413-3118

Teresa.Wilson@columbiasc.gov

ColumbiaSC.gov

Begin forwarded message:

From: Peggy Thompson <pegthomp@aol.com>
Date: August 30, 2020 at 3:25:25 PM EDT
To: "Benjamin, Stephen K (Steve)" <Stephen.Benjamin@columbiasc.gov>
Cc: "Wilson, Teresa B" <Teresa.Wilson@columbiasc.gov>
Subject: [EXTERNAL] Proposed zoning change to 1232 Whittaker Drive, Kilbourne Park
Reply-To: Peggy Thompson <pegthomp@aol.com>

CAUTION: This email originated outside of the organization. Do not click links or open attachments from unknown senders or suspicious emails. Never enter a username or password on a site that you did not knowingly access.

Dear Mayor Benjamin:

My spouse and I live at 1302 Whittaker Drive on the corner of Pineridge and Whittaker, directly across from the above mentioned property on the Pineridge side, and will be greatly impacted by any zoning changes. My corner lot is an RS-1, as is the above mentioned property, the lots to the south of the property on Whittaker, and the lots on Whittaker directly across from the property. I understand that the lot is not large enough to be subdivided into two RS-1 lots, and therefore the developer has asked for the zoning to be changed to RS-2 to permit more than one house.

My concern is that, once the zoning is changed, that the developer will do what business people do, which is to handle the property in the way which will make the most money. 1) The developer could sell the lot to someone else who has no ties to the neighborhood and who doesn't care if the character of the neighborhood is impacted by multiple tall skinny townhouses, as has been done at the corner of Beltline and Buchanan; 2) renege on promises made to the residents that there will be two houses and develop three houses separated by only a few feet, as was recently done in Heathwood on Devereaux. If either of these scenarios happen, my once older, pleasant, quiet, tree-lined, and modest neighborhood will be forever changed; the noise pollution from cars and increased traffic alone will destroy its character. The developer does not live in this neighborhood and will not be impacted by the construction (which, if more

than one house, could take several years) as I and my neighbors will. I would like to point out that the lot is already being cleared; construction of several houses on the lot will coincide with current and future street closures due to city water line work in the neighborhood.

We are also irritated that, despite the fact that most of the residents in the immediate vicinity of the parcel objected in writing to the rezoning at the Planning Commission meeting on July 13, our concerns were dismissed as irrelevant; the published agenda for the Planning Commission on that date recommended the zoning change, prior to our input. I certainly hope this will not be the case with City Council.

Please do not change the zoning of this parcel from RS-1 to RS-2. Thank you.

Peggy Thompson and Sharon May
1302 Whittaker Drive
Columbia, SC 29206

August 7, 2020

To: Krista Hampton, Director of Planning and Development Services
John Fellows, Planning Administrator
Rachel Bailey, Zoning Administrator
Members of Columbia City Planning Commission

Cc: Members of Columbia City Council
Teresa Wilson, City Manager
Steve Benjamin, Mayor

This letter is to request that an item that was addressed and voted on at the July 13, 2020 Planning Commission Meeting be reconsidered and reheard. The particular issue was the application filed by Wade Carlisle to have 1232 Whittaker Drive rezoned from RS-1 to RS-2. This request is made based on The Planning Commission's Rules of Procedure, Article IV, Section 6(a) and 6(b). The affected parties are the neighbors of 1232 Whittaker Avenue. The reasons for requesting that this item be reconsidered and reheard at a future Planning Commission meeting are detailed below.

At one minute, forty nine seconds (00:01:49) into the July 13th meeting the powerpoint display read, in part, that "emails/letters will be read into the record". Mr. Fellows at twenty-five minutes and thirty-five seconds (00:25:35) said that "Andrew will read the emails into the record". This procedure was not followed, and the letters/emails were not read into the record. Mr. Fellows later summarized the emails/letters at forty-nine minutes and thirty seconds (00:49:30) into the meeting in response to a question posed by Dr. Mandell asking how many of the emails/letters were for and how many were against the rezoning. The majority of the letters/emails were against the rezoning. The public was not given a fair opportunity to call in or email during the meeting to respond or comment on those emails/letters submitted prior to the meeting because they did not know the full contents of those emails/letters.

The staff recommendation listed on the final agenda for the July 13th meeting was that the rezoning for 1232 Whittaker be approved. The staff recommendation was made with no public input. Mr. Fellows responded to a question posed by Commissioner Mandell at one-hour, thirteen minutes, forty-five seconds (1:13:45) asking if staff had reviewed input from the neighborhood before making a recommendation. Mr. Fellows responded that the staff recommendation had been made two weeks before the final agenda was posted. The final agenda was posted on or about July 7, 2020. Mr. Fellows said that 99% of the emails had arrived Friday or over the weekend (prior to the July 13th meeting). Mr. Fellows said (at one hour, fourteen minutes) that the recommendation was made based on "the technical merits of a particular case. We look at the land use plan, size of the lots, those types of things." The public was effectively cut out of the decision-making process. Neighborhood input would have been provided to the Planning Commission Staff as soon as the green rezoning signs were posted to give the Planning Commission Staff the opportunity to review the neighborhood's input prior to making a recommendation. We were not aware that a recommendation would be made far in advance of the meeting, based only on "technical merits" and without the input of the residents of the neighborhood. If you agree to reconsider and rehear this rezoning request at a future time, we will provide comprehensive neighborhood input far in advance of the meeting so that the Planning Commission Staff, and Planning Commission Members may have a clearer picture of the neighborhood's opposition to this rezoning.

A motion was made by an unknown Commissioner at one-hour, fifteen minutes (1:15:00) into the meeting to recommend to City Council to approve the request for rezoning of 1232 Whittaker. No video of the motion and vote was recorded; only the Planning Commission's green screen was visible. The motion was then apparently seconded by an unknown Commissioner. A vote was then taken (1:15:38).

Attachment: Public Input on Whittaker Rezoning (6185 : ZMA-2020-0016: 1232 Whittaker Drive, TMS# 13909-09-02)

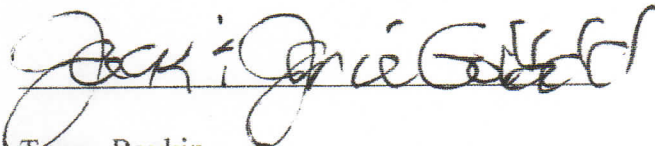
Three "ayes" were heard, Commissioners unknown. Dr. Mandell voted "opposed" (1:15:45). Dr. Mandell asked if she was the only one. A voice said that the motion was carried, and the request to rezone was approved. None of the Commissioners were visible on the video during the vote, only the green screen. No audio roll call of the vote was conducted to determine who voted or how they voted. At the beginning of the July 13, 2020 meeting seven Commissioners answered the roll call; however the audio recording of the vote to rezone 1232 Whittaker Drive recorded only four votes, three in favor of rezoning, and one opposed. It is disheartening, and procedurally problematic to participate in a public hearing and not know at the time of the vote who voted, how they voted, or even if they did vote. For the above reasons we request that the Planning Commission reconsider their recommendation for rezoning and reschedule this rezoning issue before the Planning Commission for another date. This would also give the public an opportunity to timely provide comprehensive input to the Planning Commission Staff and Planning Commission before a recommendation to City Council is made.

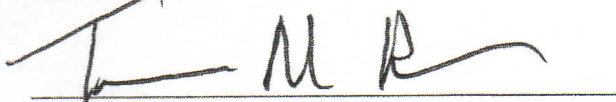
We respectfully request that the Planning Commission adhere to the mission statement "to guide the development of the City in a manner that enhances quality of life, promotes distinctive neighborhoods, supports businesses and protects the environment....". Thank you for your time.

Sincerely,

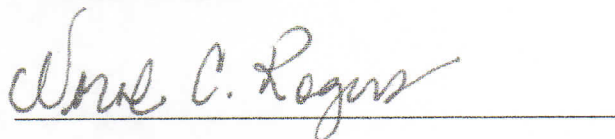
Neighbors in Immediate Proximity to 1232 Whittaker Drive

Jack and Janie Godbold
1218 Whittaker Drive

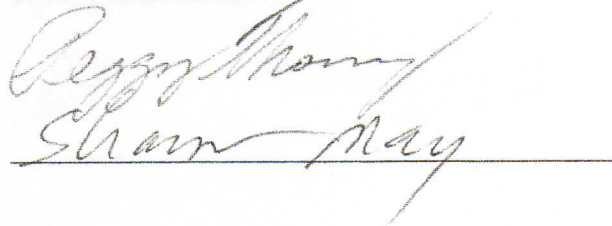

Teresa Boykin
1227 Whittaker Drive



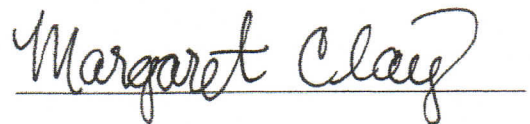
Norah Rogers
1301 Whittaker Drive



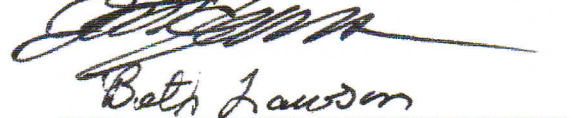
Peggy Thompson and Sharon May
1302 Whittaker Drive



Margaret Clay
1347 Whittaker Drive



Marshall and Beth Lawson
4329 Kilbourne Road


Beth Lawson

Andrea Altman
4315 Pineridge Road

Andrea Altman

Taylor and Sarah Brennecke
4303 Pineridge Road

Taylor & Sarah Brennecke

Tom and Tina Burkizer
4319 Pineridge Road

Tom Burkizer
Tina Burkizer

Jean Barry
4423 Pineridge Road

Jean Barry

Katherine D. Hiers
4424 Pineridge Road

Katherine D. Hiers

Andrew Atkins
4418 Pineridge

Andrew Atkins

Margaret McElveen
Margaret McElveen
4439 Pineridge Rd

Lucy Lewis
Lucy Lewis
4439 Pineridge Rd

Hammond, Erika

From: Wilson, Teresa B
Sent: Monday, September 14, 2020 10:37 PM
To: tinakburk
Cc: Hammond, Erika; Hampton, Krista M
Subject: Re: [EXTERNAL] rezoning of 1232 Whittaker City Council Meeting

Yes ma'am. In receipt and sharing your concerns for the City Council record. TW

Teresa Wilson
 City Manager
 City Hall; 1737 Main Street
 Columbia, SC 29201

Phone: 803-545-3026
 Fax: 803-401-8800
 Mobile: 803-413-3118
Teresa.Wilson@columbiasc.gov
ColumbiaSC.gov

On Sep 14, 2020, at 5:28 PM, tinakburk <tinakburk@bellsouth.net> wrote:

CAUTION: This email originated outside of the organization. Do not click links or open attachments from unknown senders or suspicious emails. Never enter a username or password on a site that you did not knowingly access.

Dear City Manager Teresa Wilson,

My husband and I live across the street from 1232 Whittaker Drive on Pineridge Rd. and we, along with a majority of our neighbors, are opposed to the rezoning of this property from an RS1 to an RS2.

I grew up in Atlanta and moved to Columbia for graduate school. I lived in a rental property within three blocks of my current home for 20 years after graduation. I fell in love with this area and the neighborhood feel. During that time I met many neighbors as I walked, some of those neighbors or their family members still live on Pineridge. My husband and I chose to buy our home on Pineridge.

There are only 17 homes on Pineridge between Whittaker and Brennen Rd. My husband and I have lived here for 20 years in January. The Coker family has lived here 23 years. The Barry/Orton family has been here 37 years. The McElveen/Lewis family has lived here 40 years moving just down the street

Attachment: Public Input on Whitaker Rezoning_2 (6185 : ZMA-2020-0016: 1232 Whittaker Drive, TMS# 13909-09-02)

when they needed a larger home. The Garrett/Cardone family has lived here 53 years. The Atkins/Hiers family has lived here 39 years. The Hiers family has lived in the same home for 63 years. This is a neighborhood. This is not a development.

We oppose the rezoning of 1232 Whittaker to RS2. The current owner, Wade Carlisle, purchased a single family home on an RS1 lot in an established neighborhood. The attached map shows the date each home was built on Pineridge and the surrounding Whittaker homes. All the homes were built between 1947 and 1973. The home that was located at 1232 Whittaker was built in 1950. That home was surrounded by homes built in the same era. It is a shame that the home at 1232 Whittaker was allowed to decline but the property and its established gardens could be beautiful again with proper care.

Many Pineridge neighbors have lived, raised families, worked and voted in this neighborhood for decades. Please allow our neighborhood to stay a neighborhood, not be redesigned as a development for profit. Let's keep Columbia strong by supporting our neighborhoods.

Please see the attached neighborhood map below.

Thank you for considering our position in this matter and for your service as the City Manager.

Tina Burkizer

4319 Pineridge Rd

Columbia, SC 29206

<date mapof pineridge.JPG>

Hammond, Erika

From: Wilson, Teresa B
Sent: Monday, September 14, 2020 8:58 PM
To: Hammond, Erika; Hampton, Krista M
Subject: Fwd: [EXTERNAL] Rezoning Request 1232 Whittaker Drive--City Council Meeting on September 15th

Teresa Wilson
 City Manager
 City Hall; 1737 Main Street
 Columbia, SC 29201

Phone: 803-545-3026
 Fax: 803-401-8800
 Mobile: 803-413-3118
Teresa.Wilson@columbiasc.gov
ColumbiaSC.gov

Begin forwarded message:

From: tommyburk <tommyburk@bellsouth.net>
Date: September 14, 2020 at 1:16:51 PM EDT
To: "Wilson, Teresa B" <Teresa.Wilson@columbiasc.gov>
Subject: [EXTERNAL] Rezoning Request 1232 Whittaker Drive--City Council Meeting on September 15th

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Hello Ms. Wilson,

I and the majority of my neighbors are **opposed** to the rezoning of 1232 Whittaker Drive from RS-1 to RS-2. This issue will be before Columbia City Council at the September 15th virtual meeting. My wife and I have lived in the Kilbourne Park neighborhood for more than 30 years and currently live directly across the street from 1232 Whittaker Drive.

At the Planning Commission meeting on July 13th, the Commission voted to recommend that the property be rezoned even though the majority of community input provided at the meeting was against the rezoning. We learned at the meeting that the Planning Commission staff had made their recommendation on a "technical" basis many weeks before the Planning Commission meeting with no input whatsoever from the community. The minutes from that meeting do not reflect the basis for that technical recommendation, nor does it reflect that the recommendation was made prior to any input from the public. The Planning Commission perfunctorily, with no discussion prior to voting, voted to recommend to City Council to rezone the property. I request that you view the video of that July 13th meeting which is posted on YouTube "City of Columbia Planning Commission Meeting". The portion of the meeting regarding the Whittaker rezoning starts at approximately 24 minutes. My neighbors and I

Attachment: Public Input on Whittaker Rezoning_2 (6185 : ZMA-2020-0016: 1232 Whittaker Drive, TMS# 13909-09-02)

have previously requested that this matter be reheard by the Planning Commission based on the procedural problems which were apparent during the meeting. We have received no response to our concerns.

1232 Whittaker Drive has one house on the property that was built in 1950. That house is currently being torn down. The applicant for the rezoning is Wade Carlisle, a self-admitted “flipper”. He advised the Planning Commission that he wanted to build more than one new house on the lot. Currently 1232 Whittaker is zoned RS-1 which requires a minimum lot size of 15,000 square feet per unit. The property at 1232 Whittaker is 29,000 square feet, and currently does not have enough square footage to construct two homes. Mr. Carlisle is limited to building one unit on that property under the current RS-1 zoning.

RS-2 zoning requires a minimum lot size of 8,500 square feet per unit. If it is rezoned to RS-2 Mr. Carlisle could build three houses on that lot ($3 \times 8,500 = 25,500$). We do not wish to see three houses crammed on that lot, and do not want to increase the housing density in this neighborhood which would certainly change the character of the neighborhood. There is currently a new home being constructed on Wedgwood Drive, a couple of blocks from Whittaker and Pineridge, that is zoned RS-2. The new Wedgwood home is clearly not in character for this neighborhood; we fear Mr. Carlisle may do the same thing on Whittaker if the rezoning is approved. Please drive by that location to see what I am talking about.

According to the ColumbiaCompass.org Comprehensive Plan, one of the Guiding Principals for housing in Columbia is “Managing changes in existing neighborhoods to support the protection of historical and cultural characteristics and **reduce impacts on established neighborhood character**”. Rezoning will negatively impact the neighborhood character and would be contrary to the City’s Comprehensive Plan.

Mr. Carlisle is tearing the current house down to maximize his profit and hopes to construct numerous homes on the property. He does not live in this neighborhood and will be unaffected by the changes to the neighborhood character. I don’t think maximizing his profitability is a credible reason for granting a rezoning request in light of the neighborhood opposition and the change it will bring to the neighborhood character which consists of homes predominately built in the 1940s and 50s. We would very much appreciate your assistance in keeping this property from being rezoned. Thank you.

Sincerely,

Tom and Tina Burkizer

4319 Pineridge Road

Columbia, SC 29206

Hammond, Erika

From: Wilson, Teresa B
Sent: Sunday, September 13, 2020 10:34 PM
To: Hammond, Erika; Hampton, Krista M
Subject: Fwd: [EXTERNAL] No Rezoning for 1232 Whittaker Drive

Sent from my iPhone

Begin forwarded message:

From: Carol Ann Coker <bgcoker@twc.com>
Date: September 13, 2020 at 9:05:26 PM EDT
To: "Archie, Shalaine D" <Shalaine.Archie@columbiasc.gov>, "Davis, Sam" <Sam.Davis@columbiasc.gov>, "Tidevine@jilawfirm.com" <Tidevine@jilawfirm.com>, "Duvall Jr, Howard E" <Howard.Duvall@columbiasc.gov>, "McDowell Jr, Edward H" <Edward.McDowell@columbiasc.gov>, "Brennan, Will J" <Will.Brennan@columbiasc.gov>, "Wilson, Teresa B" <Teresa.Wilson@columbiasc.gov>, "Rickenmann, Daniel J" <djrickenmann@columbiasc.gov>
Subject: [EXTERNAL] No Rezoning for 1232 Whittaker Drive
Reply-To: "Carol Ann Coker" <bgcoker@twc.com>

CAUTION: This email originated outside of the organization. Do not click links or open attachments from unknown senders or suspicious emails. Never enter a username or password on a site that you did not knowingly access.

Dear Councilmember,

My name is Carol Ann Coker. I reside at 4323 Pineridge Road. I am writing to you regarding 1232 Whittaker Driver. I am NOT in favor of rezoning this property to RS-2. In fact, I vehemently oppose it.

My grandparents, Hank and Janie Bartos, purchased 1334 Whittaker Drive in the mid-1940's when my mother was six months old. My grandfather coached football and worked for UofSC. My grandmother taught school at Bradley Elementary. They raised a family of 3 boys and my mother in that 3 bedroom, 1 bath, bungalow. They were also members of Kilbourne Park Baptist Church. I have fond memories from my childhood being spent on Whittaker Drive. My grandmother would exclaim every spring that Whittaker Drive was the most beautiful street in Columbia when the azaleas were in bloom.

When my grandmother became ill, and was diagnosed with cancer, I was fortunate enough to purchase my home from the Hogg family. Their boys were raised with my mother and uncles. It is right around the corner, so I could be close by, rather than downtown where I was living at the time. My 28 year-old was 5 years-old when we moved. He considers this to be home.

Attachment: Public Input on Whittaker Rezoning_2 (6185 : ZMA-2020-0016: 1232 Whittaker Drive, TMS# 13909-09-02)

Over time there have been homes purchased and torn down to make way for new larger constructed houses. This is ruining the neighborhood. They stick out like sore thumbs. These new, modern houses do not match the architectural history of our neighborhood. As long as I can remember there as only been one home on that lot. That is the way it needs to remain. Please do not allow 2, or more, houses to be built on that lot! I do not want the view from my front door to be of 2 and 3 story houses so massive that the entire greenspace is consumed.

In hopes that you'll preserve our neighborhood,

Carol Ann Coker

Hammond, Erika

From: City Clerk
Sent: Tuesday, September 15, 2020 11:09 AM
To: Christine Hendrix; Rickenmann, Daniel J; City Clerk
Subject: RE: [EXTERNAL] Zoning on Whittaker

Thanks Ms. Hendrix – We will add your email to the record.

Erika D. Moore Hammond, CMC

City of Columbia

City Clerk of Council

1737 Main Street, Columbia, SC 29201

Phone: 803.545.3043 / **Fax:** 803.255.8936

Mail: Erika.Hammond@columbiasc.gov

Web: ColumbiaSC.gov

From: Christine Hendrix [mailto:cjhendrix21@gmail.com]
Sent: Tuesday, September 15, 2020 7:49 AM
To: Rickenmann, Daniel J <djrickenmann@columbiasc.gov>; City Clerk <CityClerk@columbiasc.gov>
Subject: [EXTERNAL] Zoning on Whittaker

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Good morning! I wanted to send a quick email to let you know that my family lives across the street from the proposed zoning area on Whittaker Drive. I know many are opposed, but we wanted to speak up in favor of Wade Carlisle's proposal to put two homes on the property. After speaking with him multiple times, he has promised that he has absolutely no intention of putting three homes on the property and that the two homes he does plan to build will not only maintain the integrity of our Kilbourne Park neighborhood community, but they will also very much help us.

We love our neighborhood and are excited to see Mr. Carlisle's plan evolve into action.

Sincerely,
 Christine and Tyler Hendrix
 1243 Whittaker Drive

Attachment: Public Input on Whittaker Rezoning_3 (6185 : ZMA-2020-0016: 1232 Whittaker Drive, TMS# 13909-09-02)

Hammond, Erika

From: Wilson, Teresa B
Sent: Tuesday, September 15, 2020 3:28 PM
To: Hammond, Erika
Subject: Fwd: [EXTERNAL] No Rezoning for 1232 Whittaker Drive

Teresa Wilson

City Manager
 City Hall; 1737 Main Street
 Columbia, SC 29201

Phone: 803-545-3026

Fax: 803-401-8800

Mobile: 803-413-3118

Teresa.Wilson@columbiasc.gov

ColumbiaSC.gov

Begin forwarded message:

From: "Benjamin, Stephen K (Steve)" <Stephen.Benjamin@columbiasc.gov>
Date: September 15, 2020 at 3:19:34 PM EDT
To: "Wright, Jerome T (Taylor)" <Taylor.Wright@columbiasc.gov>, "Hampton, Krista M" <Krista.Hampton@columbiasc.gov>, "Wilson, Teresa B" <Teresa.Wilson@columbiasc.gov>
Subject: Fwd: [EXTERNAL] No Rezoning for 1232 Whittaker Drive

Can we please share Daniel's motion with these citizens?

Steve Benjamin
 Mayor
 Columbia, South Carolina

Begin forwarded message:

From: "Archie, Shalaine D" <Shalaine.Archie@columbiasc.gov>
Date: September 14, 2020 at 9:54:34 AM EDT
To: "Benjamin, Stephen K (Steve)" <Stephen.Benjamin@columbiasc.gov>
Subject: FW: [EXTERNAL] No Rezoning for 1232 Whittaker Drive

Shalaine Archie
 Executive Assistant
 Office of Mayor Steve Benjamin
Shalaine.archie@columbiasc.gov

Attachment: Public Input on Whittaker Rezoning_4 (6185 : ZMA-2020-0016: 1232 Whittaker Drive, TMS# 13909-09-02)



From: Carol Ann Coker [mailto:bgcoker@twc.com]
Sent: Sunday, September 13, 2020 9:05 PM
To: Archie, Shalaine D <Shalaine.Archie@columbiasc.gov>; Davis, Sam <Sam.Davis@columbiasc.gov>; 'Tidevine@jilawfirm.com' <Tidevine@jilawfirm.com>; Duvall Jr, Howard E <Howard.Duvall@columbiasc.gov>; McDowell Jr, Edward H <Edward.McDowell@columbiasc.gov>; Brennan, Will J <Will.Brennan@columbiasc.gov>; Wilson, Teresa B <Teresa.Wilson@columbiasc.gov>; Rickenmann, Daniel J <djrickenmann@columbiasc.gov>
Subject: [EXTERNAL] No Rezoning for 1232 Whittaker Drive

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Dear Councilmember,

My name is Carol Ann Coker. I reside at 4323 Pineridge Road. I am writing to you regarding 1232 Whittaker Drive. I am NOT in favor of rezoning this property to RS-2. In fact, I vehemently oppose it.

My grandparents, Hank and Janie Bartos, purchased 1334 Whittaker Drive in the mid-1940's when my mother was six months old. My grandfather coached football and worked for UofSC. My grandmother taught school at Bradley Elementary. They raised a family of 3 boys and my mother in that 3 bedroom, 1 bath, bungalow. They were also members of Kilbourne Park Baptist Church. I have fond memories from my childhood being spent on Whittaker Drive. My grandmother would exclaim every spring that Whittaker Drive was the most beautiful street in Columbia when the azaleas were in bloom.

When my grandmother became ill, and was diagnosed with cancer, I was fortunate enough to purchase my home from the Hogg family. Their boys were raised with my mother and uncles. It is right around the corner, so I could be close by, rather than downtown where I was living at the time. My 28 year-old was 5 years-old when we moved. He considers this to be home.

Over time there have been homes purchased and torn down to make way for new larger constructed houses. This is ruining the neighborhood. They stick out like sore thumbs. These new, modern houses do not match the architectural history of our neighborhood. As long as I can remember there has only been one home on that lot. That is the way it needs to remain. Please do not allow 2, or more, houses to be built on that lot! I do not want the view from my front door to be of 2 and 3 story houses so massive that the entire greenspace is consumed.

In hopes that you'll preserve our neighborhood,

Carol Ann Coker

Hammond, Erika

From: Wilson, Teresa B
Sent: Tuesday, September 15, 2020 3:27 PM
To: Hammond, Erika
Subject: Fwd: [EXTERNAL] rezoning on 1232 Whittaker Council Meeting

Teresa Wilson
 City Manager
 City Hall; 1737 Main Street
 Columbia, SC 29201

Phone: 803-545-3026
 Fax: 803-401-8800
 Mobile: 803-413-3118
Teresa.Wilson@columbiasc.gov
ColumbiaSC.gov

Begin forwarded message:

From: "Benjamin, Stephen K (Steve)" <Stephen.Benjamin@columbiasc.gov>
Date: September 15, 2020 at 3:18:59 PM EDT
To: "Wilson, Teresa B" <Teresa.Wilson@columbiasc.gov>, "Hampton, Krista M" <Krista.Hampton@columbiasc.gov>, "Wright, Jerome T (Taylor)" <Taylor.Wright@columbiasc.gov>
Subject: Fwd: [EXTERNAL] rezoning on 1232 Whittaker Council Meeting

Can we please share Daniel's motion with these citizens?

Steve Benjamin
 Mayor
 Columbia, South Carolina

Begin forwarded message:

From: "Archie, Shalaine D" <Shalaine.Archie@columbiasc.gov>
Date: September 14, 2020 at 5:27:17 PM EDT
To: "Benjamin, Stephen K (Steve)" <Stephen.Benjamin@columbiasc.gov>
Subject: FW: [EXTERNAL] rezoning on 1232 Whittaker Council Meeting

Shalaine Archie
 Executive Assistant
 Office of Mayor Steve Benjamin
Shalaine.archie@columbiasc.gov

Attachment: Public Input on Whittaker Rezoning_4 (6185 : ZMA-2020-0016: 1232 Whittaker Drive, TMS# 13909-09-02)



From: tinakburk [mailto:tinakburk@bellsouth.net]
Sent: Monday, September 14, 2020 5:04 PM
To: Archie, Shalaine D <Shalaine.Archie@columbiasc.gov>
Subject: [EXTERNAL] rezoning on 1232 Whittaker Council Meeting

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Dear Honorable Stephen Benjamin,

My husband and I live across the street from 1232 Whittaker Drive on Pineridge and we, along with a majority of our neighbors, are opposed to the rezoning of this property from an RS1 to an RS2.

I grew up in Atlanta and moved to Columbia for graduate school. I lived in a rental property within three blocks of my current home for 20 years after graduation. I fell in love with this area and the neighborhood feel. During that time I met many neighbors as I walked, some of those neighbors or their family members still live on Pineridge. My husband and I chose to buy our home on Pineridge.

There are only 17 homes on Pineridge between Whittaker and Brennen Rd. My husband and I have lived here for 20 years in January. The Coker family has lived here 23 years. The Barry/Orton family has been here 37 years. The McElveen/Lewis family has lived here 40 years moving just down the street when they needed a larger home. The Garrett/Cardone family has lived here 53 years. The Hiers/Atkins family has lived here 39 years. The Hiers family has lived in the same home for 63 years. This is a neighborhood. This is not a development.

We oppose the rezoning of 1232 Whittaker to RS2. The current owner, Wade Carlisle, purchased a single family home on an RS1 lot in an established neighborhood. The attached map shows the date each home was built on Pineridge and the surrounding Whittaker homes. All the homes were built between 1947 and 1973. The home that was located at 1232 was built in 1950. That home was surrounded by homes built in the same era. It is a shame that the home at 1232 was allowed to decline but

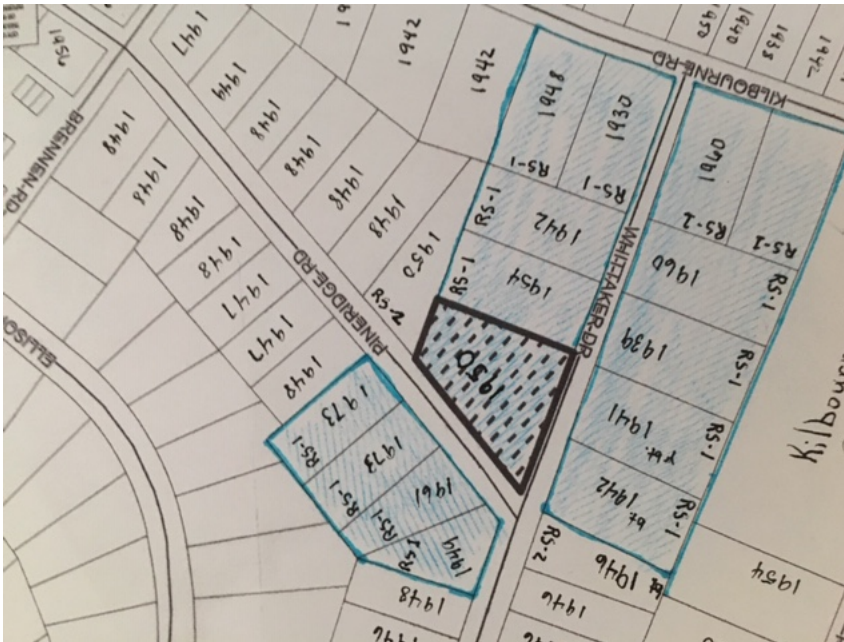
the property and its established gardens could be beautiful again with proper care.

Many Pineridge neighbors have lived, raised families, worked and voted in this neighborhood for decades. Please allow our neighborhood to stay a neighborhood, not be redesigned as a development.

Please see the attached neighborhood map below.

Thank you for considering our position in this matter and for your service on the City Council.

Tina Burkizer
4319 Pineridge Rd
Columbia, SC 29206



Hammond, Erika

From: Wilson, Teresa B
Sent: Tuesday, September 15, 2020 3:26 PM
To: Hammond, Erika
Subject: Fwd: [EXTERNAL] Proposed zoning change to 1232 Whittaker Drive, Kilbourne Park

Teresa Wilson

City Manager
 City Hall; 1737 Main Street
 Columbia, SC 29201

Phone: 803-545-3026

Fax: 803-401-8800

Mobile: 803-413-3118

Teresa.Wilson@columbiasc.gov

ColumbiaSC.gov

Begin forwarded message:

From: "Benjamin, Stephen K (Steve)" <Stephen.Benjamin@columbiasc.gov>
Date: September 15, 2020 at 3:17:12 PM EDT
To: "Hampton, Krista M" <Krista.Hampton@columbiasc.gov>, "Wilson, Teresa B" <Teresa.Wilson@columbiasc.gov>, "Wright, Jerome T (Taylor)" <Taylor.Wright@columbiasc.gov>
Subject: Fwd: [EXTERNAL] Proposed zoning change to 1232 Whittaker Drive, Kilbourne Park

Can we please share Daniel's motion with these citizens?

Steve Benjamin
 Mayor
 Columbia, South Carolina

Begin forwarded message:

From: Peggy Thompson <pegthomp@aol.com>
Date: August 30, 2020 at 3:25:25 PM EDT
To: "Benjamin, Stephen K (Steve)" <Stephen.Benjamin@columbiasc.gov>
Cc: "Wilson, Teresa B" <Teresa.Wilson@columbiasc.gov>
Subject: [EXTERNAL] Proposed zoning change to 1232 Whittaker Drive, Kilbourne Park
Reply-To: Peggy Thompson <pegthomp@aol.com>

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Attachment: Public Input on Whittaker Rezoning_4 (6185 : ZMA-2020-0016: 1232 Whittaker Drive, TMS# 13909-09-02)

Dear Mayor Benjamin:

My spouse and I live at 1302 Whittaker Drive on the corner of Pineridge and Whittaker, directly across from the above mentioned property on the Pineridge side, and will be greatly impacted by any zoning changes. My corner lot is an RS-1, as is the above mentioned property, the lots to the south of the property on Whittaker, and the lots on Whittaker directly across from the property. I understand that the lot is not large enough to be subdivided into two RS-1 lots, and therefore the developer has asked for the zoning to be changed to RS-2 to permit more than one house.

My concern is that, once the zoning is changed, that the developer will do what business people do, which is to handle the property in the way which will make the most money. 1) The developer could sell the lot to someone else who has no ties to the neighborhood and who doesn't care if the character of the neighborhood is impacted by multiple tall skinny townhouses, as has been done at the corner of Beltline and Buchanan; 2) renege on promises made to the residents that there will be two houses and develop three houses separated by only a few feet, as was recently done in Heathwood on Devereaux. If either of these scenarios happen, my once older, pleasant, quiet, tree-lined, and modest neighborhood will be forever changed; the noise pollution from cars and increased traffic alone will destroy its character. The developer does not live in this neighborhood and will not be impacted by the construction (which, if more than one house, could take several years) as I and my neighbors will. I would like to point out that the lot is already being cleared; construction of several houses on the lot will coincide with current and future street closures due to city water line work in the neighborhood.

We are also irritated that, despite the fact that most of the residents in the immediate vicinity of the parcel objected in writing to the rezoning at the Planning Commission meeting on July 13, our concerns were dismissed as irrelevant; the published agenda for the Planning Commission on that date recommended the zoning change, prior to our input. I certainly hope this will not be the case with City Council.

Please do not change the zoning of this parcel from RS-1 to RS-2. Thank you.

Peggy Thompson and Sharon May
1302 Whittaker Drive
Columbia, SC 29206