



COLUMBIA CITY COUNCIL MEETING AGENDA TUESDAY, AUGUST 20, 2019

The Columbia City Council will conduct a Work Session at 2 p.m. and Meeting at 6 p.m. on Tuesday, August 20, 2019 at City Hall, 1737 Main Street, Columbia, SC 29201.

The Honorable Mayor Stephen K. Benjamin

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

The Honorable Moe Baddourah, District III ▪ The Honorable Howard E. Duvall, Jr., At-Large

The Honorable Edward H. McDowell, Jr., District II ▪ The Honorable Daniel J. Rickenmann, District IV

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

WORK SESSION - 2:00 P.M.

CALL TO ORDER

INVOCATION

CITY COUNCIL DISCUSSION

1. Residential Parking Enforcement - Ms. Elle Matney, Parking Services Director
2. Road Ownership and Maintenance - Mr. Robert Anderson, Public Works Director
3. Columbia Water and AMI Update - Mr. Clint E. Shealy, P.E., Assistant City Manager for Columbia Water

EXECUTIVE SESSION

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

2019-056 Chapter 14 add Article XII Extreme Risk Protection Orders

2019-062 add Sec 14-8 Hate intimidation

2019-063 amend Chapter 14, add Article XIII, Gun-free School Zones

Columbia Canal

Columbia Urban League



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5. 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)

Corridor Development Incentives

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

*1601 Assembly Street
Municipal Complex*

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

Municipal Court Judges

COUNCIL MEETING - 6:00 P.M.

PLEDGE OF ALLEGIANCE

INVOCATION

ADOPTION OF THE AGENDA

APPROVAL OF MINUTES

8. Council is asked to approve the June 4, 2019 City Council Meeting Minutes.

CONSENT AGENDA ITEMS 9 THROUGH 38

9. Council is asked to approve Construction Change Order #4 for the project SS7333 Transmission System Operation & Maintenance Program (TSOMP) Supervisory Control & Data Acquisition (SCADA) Improvements, as requested by Columbia Water. Award to AAA Utility and Construction, LLC, in the amount of \$52,527.00. This firm is located in Columbia, SC.

Funding Source: 5529999-SS733301-658650; SS7333 TSOMP SCADA Improvements. Funds transferred to Account 5529999-SS733301-658650 from SS728801-Unforeseen and Miscellaneous for the change order amount of \$52,527.00.



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The original contract has the following sub-consultants providing services:

CITI, LLC of Charlotte, NC providing instrumentation and control systems at 48% (\$780,781.00) of the contract value.

Gregory Electric of Columbia, SC providing electrical installation of SCADA improvements at 11% (\$182,718.60) of the contract value.

The original budgeted amount of this Change Order is \$52,527.00.

10. Council is asked to approve the Annual Drinking Water Fee for Fiscal Year 2019/2020, as requested by Columbia Water. Award to the South Carolina Department of Health and Environmental Control in the amount of \$60,229.00. This firm is located in Columbia, SC.

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

11. Council is asked to approve the purchase of three (3) Nissan King Cab 4x2 Trucks for Wastewater Maintenance, as requested by Columbia Water. Award to Benson Ford, using the South Carolina State Contract in the amount of \$71,591.70. This vendor is located in Easley, SC.

Funding Source: Utilities Wastewater Maintenance; 5516205-658500. The original budgeted amount is \$120,000.00.

12. Council is asked to authorize Contract negotiations for Engineering Services related to Project SS7494; Metro Wastewater Treatment Plant Solar Photovoltaic Power Generation System, as requested by Columbia Water. Award to Consolidated Edison Solutions, Inc. for a Phase I Feasibility Study in an amount not to exceed \$34,750.00 and (Optional) Phase 2 in the amount of \$86,500.00 for design services. We also request Council's approval for the execution of the final contractual agreements, in a form to be approved by the City's Attorney's office with final approval by the City Manager.

Funding Source: 5529999-SS749401-658650. The original budget amount is \$200,000.00.



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13. Council is asked to approve a Contract for Project SS7511; Metro Wastewater Treatment Plant Administration & Laboratory Exterior Sealant Replacement, as requested by Columbia Water. Award to Statesville Roofing & Building Restoration, Inc. in an amount not to exceed \$131,835.00, which includes contingency. This firm is located in Statesville, NC.

Funding Source: 5516208-SS7511-638100. The original budget amount is \$142,381.80.

14. Council is asked to approve a Contract for Project SS7512; Metro Wastewater Treatment Plant Administration & Laboratory Low Slope Roof Replacement, as requested by Columbia Water. Award to Summers Roofing Company, Inc. in an amount not to exceed \$143,540.00, which includes contingency. This firm is located in Alpharetta, GA.

Funding Source: 5516208-SS751201-638100. The original budget amount is \$143,540.00.

15. Council is asked to approve the purchase of 6" and 8" Fire Service Assembly Badger Meters and E-Series Meters for the Water Distribution and Maintenance Divisions, as requested by Columbia Water. Award to Badger Meters, Inc., in an amount not to exceed \$179,091.00. This vendor is located in Milwaukee, WI.

Funding Source: Utilities Water Dist. & Maint.; Meters, Parts, and Supplies; 5516203-625600. The original budgeted amount is \$350,000.00.

16. Council is asked to approve the purchase of Badger Meters for the Water Distribution and Maintenance Divisions, as requested by Columbia Water. Award to Badger Meters, Inc., in an amount not to exceed \$450,414.00. This vendor is located in Milwaukee, WI.

Funding Source: Utilities Water Dist. & Maint.; Meters, Parts, and Supplies; 5516203-625600. The original budgeted amount is \$500,000.00.



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17. Council is asked to approve the purchase of Annual Repair Materials for the Wastewater Maintenance Division, as requested by Columbia Water. Award to the lowest responsive and responsible bidders of each lot in the total amount of \$195,939.17.

Funding Source: Utilities Wastewater Maintenance-Pipes, Fittings, Hydrants, ETC. 5516205-625700. The original budgeted amount is \$300,000.

Lots	Vendors / Locations	Amounts
1,2,4,7, and 8	Core & Main LP	\$106,629.41
5 and 6	Fortiline, Inc.	\$1,932.60
3,9,10, and 11	Ferguson Enterprises	\$72,863.15
	SC Sales Tax	\$14,514.01
	Total	\$195,939.17

18. Council is asked to approve the purchase of Annual Repair Materials for the Water Distribution Division, as requested by Columbia Water. Award to the lowest responsive and responsible bidders of each lot in the total amount of \$812,133.87.

Funding Source: Utilities Water Distribution and Maintenance 5516203-625700. The original budget amount is \$812,133.87.

Lots	Vendors / Locations	Amounts
1,2,4,6,9-13,17-20 and 22-24	Core & Main LP	\$600,742.50
15,16, and 25	Fortiline, Inc.	\$52,016.00
5 and 14	Ferguson Enterprises	\$29,408.65
3,7,8, and 21	Hayes Pipe	\$69,808.66
	SC Sales Tax	\$60,158.06
	Total	\$812,133.87

19. Council is asked to approve an Engineering Services Agreement for Project SS7432; Starlite Pump Station Decommissioning and Basin Project, as requested by Columbia Water. Award to Weston & Sampson in the amount of \$292,520.00. This firm is located in Columbia, SC.

Funding Source: 5529999-SS743201-658650. The original budgeted amount is \$292,520.00.



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This is a Mentor Protégé Program Project. Weston & Sampson of Columbia, SC is the Mentor and will provide technical consulting support and engineering services at 79.1% (\$231,624.55) of the contract value. Carper Civil Consulting, a Minority Business Enterprise (Woman) of Columbia, SC is the Protégé and will provide engineering design at 21% (\$60,895.45) of the contract value.

20. Council is asked to approve the purchase of a Twelve Yard Sewer Truck and Sewer Equipment 900-ECO for Wastewater Maintenance, as requested by Columbia Water. Award to Jet Vac Equipment Company, using the Sourcewell Cooperative Contract #122017-SCA in the amount of \$405,232.24. This vendor is located in Sumter, SC.

Funding Source: Utilities Wastewater Maintenance - Machinery & Equipment - Capital; 5516205-658300. The original budgeted amount is \$425,000.00.

21. Council is asked to approve Contract Amendment #6 for Project SS7261; Lake Katharine Sewer Line Capacity Enhancement, as requested by Columbia Water. Award to AECOM in the amount of \$424,530.00. This vendor has a branch office located in Columbia, SC and is headquartered in Los Angeles, CA.

Funding Source: Capital - 5529999-SS726101-658650. The previous award amount is \$1,355,945.00. The revised contract amount with approval of this amendment is \$1,780,475.00. The budgeted amount for this amendment is \$450,000.

This is a Mentor Protégé Program Project. AECOM is the mentor and will be providing additional bidding and engineering services during construction in the amount of 63.2% (\$268,196.00) of the contract amendment value. DESA, a Minority Business Enterprise (Women), is the protégé and will be providing assistance with Geotechnical Services Review and Contract Administration Services in the amount of 24.3% (\$103,280.00) of the contract amendment value.

Terracon has been added with this Amendment to provide Geotechnical services in the amount of 12.5% (\$53,054.00) of the contract amendment value.

The total sub contract commitment for this amendment is 36.8% (\$156,334) of the contract amendment value.



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22. Council is asked to approve Contract Amendment #1 for Project SD8450; Program Management Services for Stormwater Improvement Program, as requested by Columbia Water. Award to Woolpert, Inc. in the amount of \$3,000,000.00. This firm is located in Columbia, SC.

Funding Source: 5549999-SD845001-658650. The original budgeted amount is \$4,015,115.00.

The referenced amendment is to compensate Woolpert, Inc. for expansion of work effort after completion of initial program management tasks as provided within the scope of services for 2019 - 2020. FY 18-19 services were in the amount of \$1,015,115.00. This contract amendment request of \$3,000,000 will carry us to the end of the contract term or December 31, 2020. The not-to-exceed revised contract amount including this Amendment is \$4,015,115.00. The services to be provided by CDBEs for this project are 33% of the contract amendment and 35% of the total contract amount, exceeding the initial 20% CDBE goal placed on this contract. The following sub-consultants will provide additional services:

Chao & Associates, a Minority Business Enterprise, will provide engineering, inventory, and mapping at 13% (\$390,000) of the contract value.

PJ Noble & Associates, a Minority Business Enterprise, will schedule public meetings and outreach services at 5% (\$150,000) of the contract value.

4D Engineering, a Minority Business Enterprise (Woman), will provide site design and construction management services at 15% (\$450,000) of the contract value.

HDR, Inc. will provide public outreach, Easement/Right-of-Way, Low Impact Development (LID)/Green Stormwater Infrastructure (GSI), design and evaluation, and public/private partnerships at 4% (\$120,000) of the contract value.

WE3 Consultants, LLC, a Small Business Enterprise, will provide public/private partnership, and public meetings and outreach at <0.1% (\$10,000) of the contract value.

23. Council is asked to approve Contract Amendment #8 for Project SS723620; Consent Decree Program Management Services for Fiscal Year 2019/2020, as requested by Columbia Water. Award to CDM Smith in the amount of \$4,700,000.00. This firm is located in Columbia, SC.

Funding Source: 5529999-SS723620-658650. The original budgeted amount for this amendment is \$4,700,000.00.

This is a Clean Water 2020 Program Project.



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The following sub-consultants will provide additional services:

DESA, Inc. a Minority Business Enterprise (Woman) will provide document control support, project support, and public outreach services at 5.8% (\$276,520.00) of the contract amendment value.

Carper Consulting of Columbia, SC will provide project management and construction inspection services at 3.4% (\$161,280.00) of the contract amendment value.

Comprehensive Business Consultants, a Minority Business Enterprise of Columbia, SC will provide project management and project management support services at 6.4% (\$302,000.00) of the contract amendment value.

Atlantic South Consulting Services, LLC, a Minority Business Enterprise of Charleston, SC will provide CMMS implementation support and IMS support at <1% (\$40,680.00) of the contract amendment value.

ELL Enterprises. LLC of Chapin, SC will provide Computerized Maintenance Management System (CMMS) implementation maintenance and asset management processes services at 4.5% (\$215,500.00) of the contract amendment value.

Blue Cypress Consulting of Decatur, GA will provide services to analyze existing data to evolve the inspection/cleaning program to reduce Sanitary Sewer Overflows (SSO) at 1.7% (\$80,000.00) of the contract amendment value.

The LPA Group (Unit of Michael Baker Corporation) of Columbia, SC will provide standards development consultant management services at 2.1% (\$99,020.00) of the contract amendment value.

24. Council is asked to approve a renewal of Coban Data Video Mobile Service (DVMS) Solution Maintenance, as requested by the Police Department. Award to COBAN Technologies, using the SC State Contract 4400015789 in the amount of \$116,128.35. This vendor is located in Houston, TX.

Funding Source: Police Administrative Services - Maintenance & Service Contract: 1012402-638200. The original budgeted amount is \$125,418.62.

25. Council is asked to approve the purchase of Record Management System (RMS) Workstation Software Annual Maintenance for Fiscal Year 2019/2020, as requested by the Police Department. Award to Tritech Software Systems a CentralSquare Company, in the amount of \$196,202.87. This vendor is located in Lake Mary, FL.

Funding Source: Police Administrative Services - Maintenance & Service Contract 1012402-638200. The original budgeted amount is \$211,899.10.



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26. Council is asked to approve consulting services for the Video Security Cameras, as requested by the Police Department. Award to Jacobs (formerly known as CH2M Hill), as a Sole Source under the Professional Services exemption in the amount of \$200,000.00. This firm is located in Charlotte, NC.

Funding Source: Police Department; 1012402-638300. The original budgeted amount is \$200,000.00 (includes contingency)

27. Council is asked to approve the purchase of Palmetto 800 MHz Radio Airtime for Fiscal Year 2019/2020, as requested by the Police Department. Award to Motorola, Inc., using the SC State Contract #4400013556, in the amount of \$316,892.00. This vendor is located in Blythewood, SC.

Funding Source: Police Department - Other Lease/Rental; 1012402-636500. The original budgeted amount is \$316,892.00.

28. Council is asked to approve the purchase of Continental Tires and Tubes for passenger vehicles, as requested by the Fleet Services Department. Award to Piedmont Truck Tires Inc., using the SC Contract #4400016053 in the amount of \$54,000.00. This vendor is located in Greensboro, NC.

Funding Source: Equip Svcs Fuel Prts & Repair - Tires & Tubes; 6308970-672500. The original budgeted amount is \$50,000.00. The additional \$4,000 will come from Equip Svcs Fuel Prts & Repair - Tires & Tubes 6308970-672500.

29. Council is asked to approve the purchase of Goodyear Tires and Tubes for passenger vehicles, as requested by the Fleet Services Department. Award to Frasier Tire Service, using the SC Contract #4400014577 in the amount of \$162,000.00. This vendor is located in Columbia, SC.

Funding Source: Equip Svcs Fuel Prts & Repair-Tires & Tubes; 6308970-672500. The original budgeted amount is \$150,000.00. The additional \$12,000 will come from Equip Svcs Fuel Prts & Repair - Tires & Tubes 6308970-672500.

30. Council is asked to approve the purchase of a CAT 305E2 LA Excavator with a Cab, as requested by the Street Division. Award to Blanchard Machinery, using the SC State Contract in the amount of \$73,896.00. This vendor is located in West Columbia, SC.

Funding Source: Streets-Storm Drains-Auto, trucks, Hvy-Equip-Capital; 5534203-658500. The original budgeted amount is \$78,500.00.



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31. Council is asked to approve a Memorandum of Understanding for Indigent Defense in Municipal Court, as requested by the Legal Department. Award to the Richland County Fifth Circuit Public Defender's Office in the amount of \$138,000.00.

Funding Source: 1018404-638522

32. Council is asked to approve a contract for Washington Square Exterior Waterproofing, as requested by Support Services. Award to Watertight Systems, Inc. in an amount not to exceed \$384,795.00, which includes the base bid of \$367,545.00 plus an alternate sign removal for the building of \$17,250.00. This firm is located in Lexington, SC.

Funding Source: 5511219-659300 and 1011201-659300. The original budget amount is \$400,000.00.

33. Ordinance No.: 2019-043 Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 23, Utilities and Engineering, Article I, In General Sec. 23-1 Civil penalties for violations related to wastewater collection and treatment or water treatment and distribution; Article IV, Wastewater Service

First reading approval was given on August 6, 2019.

34. Ordinance No.: 2019-057 Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 15, Parks and Recreation, Sec. 15-1 Prohibited acts in parks (8)

First reading approval was given on August 6, 2019.

35. Resolution No.: R-2019-071 Authorizing consumption of beer and wine only at Soda City Market: Craft Saturday within the Biergarten Area only on Saturday, September 28, 2019 with a rain contingency date of Saturday, October 5, 2019 and relocation to the 1500, 1600 and 1700 blocks of Main Street excluding the intersection of Main Street and Taylor Street

36. Resolution No.: R-2019-072 Authorizing consumption of beer and wine only at Soda City Market: Craft Saturday only within the designated Biergarten Area, and for the Market relocation to the 1500, 1600 and 1700 blocks of Main Street excluding all sidewalks, Boyd Plaza and the intersection of Main Street and Taylor Street on Saturday, October 26, 2019 with a rain contingency date of Saturday, November 2, 2019



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- 37. Resolution No.: R-2019-077 Authorizing consumption of beer and wine only at Vista Lights 2019 on November 21, 2019
 - 38. Resolution No.: R-2019-079 Authorizing consumption of beer and wine only within Boyd Plaza adjacent to the Columbia Museum of Art for the Boyd Plaza Sonatas Fall Series on Tuesdays, October 29, 2019 and November 19, 2019

PRESENTATIONS

- 39. She Did Day Proclamation – The Honorable Mayor Stephen K. Benjamin
- 40. Kendrick Cross Day Proclamation & Key to the City – The Honorable Tameika Isaac Devine
- 41. 2019 SC American Public Works Association Project of the Year Award - Dana R. Higgins, Director of Engineering
- 42. Update from Experience Columbia SC - Mr. Bill Ellen, President & CEO / Experience Columbia SC
- 43. Communities in Schools of the Midlands Update - Latasha Taste-Walker, Director of Development
- 44. 14th Annual Dr. James R. Clark Memorial Sickle Cell Walk - Ms. Yvonne Donald, M.A., CSCEC, Deputy Director of the James R. Clark Memorial Sickle Cell Foundation and Ms. Regina Brown, 2019 Walk Ambassador



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ZONING / PLANNING MATTERS - SECOND READING

45. ADOPTION OF A UNIFIED DEVELOPMENT ORDINANCE - Repeal Chapter 17 and Adopt a new Chapter 17

Ordinance No.: 2019-013 Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina, to repeal and replace Chapter 17, Planning, Land Development and Zoning

Proposal: Repeal Chapter 17 of the Columbia Code of Ordinances entitled "Planning, Land Development, and Zoning" and adopting a new Chapter 17 entitled "Unified Development Ordinance"

Pertinent Sections: Chapter 17 of the Columbia Code of Ordinances

Applicant: Krista Hampton, Director of Planning and Development Services

Staff Recommendation: Recommend to City Council for approval of the new Unified Development Ordinance

PC Recommendation: 01/07/2019; Approval (8-0)

The Public Hearing was held on March 19, 2019. First reading approval was given on August 6, 2019.

ORDINANCES - FIRST READING

46. Ordinance No.: 2019-056 Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 14, Offenses and Miscellaneous Provisions, to add Article XII Extreme Risk Protection Orders
47. Ordinance No.: 2019-062 Amending Chapter 14, Offenses and Miscellaneous Provisions, Article I, Offenses and Miscellaneous Provisions, to add Sec. 14-8 Hate intimidation
48. Ordinance No.: 2019-063 Amending Chapter 14, Offenses and Miscellaneous Provisions, to add Article XIII, Gun-free School Zones



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49. Ordinance No.: 2019-064 - A Thirteenth Supplemental Ordinance providing for the Issuance and Sale of City of Columbia, South Carolina, Waterworks and Sewer System Revenue Bonds, in one or more series, in the Aggregate Principal Amount of not exceeding \$310,000,000, in order to Refinance Certain Outstanding Indebtedness and to Finance Various Capital Projects and improvements to the system, any necessary debt service reserves and issuance costs; authorizing the Mayor, the City Manager and the Assistant City Manager for Finance and Economic Services, or any two of them acting together, to determine certain matters with respect to the bonds; prescribing the form and details of such bonds; and other matters relating thereto
50. Ordinance No.: 2019-059 Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 8, Environmental Health and Sanitation, Article III, Noise

RESOLUTIONS

51. Resolution No.: R-2019-078 Adopting an Investment Policy for the City of Columbia
52. Resolution No.: R-2019-080 Committing the City of Columbia, South Carolina to provide a local match for a Municipal Association of South Carolina Hometown Economic Development Grant and Following its Procurement Policy when Securing Services and Products with the Grant Funds

OTHER MATTERS

53. City Council is asked to approve a Substantial Action Plan Amendment #5 for submission to the Department of Housing and Urban Development along with all citizen comments received during the 15-day public comment period from August 9-24, 2019, as requested by the Community Development Department.

Funding Source: CDBG DR

54. Hospitality Tax Funding Request - The Honorable Mayor Stephen K. Benjamin **Addition**



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CONSIDERATION OF MATTERS DISCUSSED DURING THE WORK SESSION

CITY COUNCIL COMMITTEE REPORTS/REFERRALS

APPEARANCE OF THE PUBLIC

ADJOURNMENT



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MEETING DATE: August 20, 2019

DEPARTMENT: City Clerk

FROM: *Erika Moore, City Clerk*

SUBJECT: Residential Parking Enforcement - Ms. Elle Matney, Parking Services Director

FUNDING SOURCE & ORIGINAL BUDGET:

FOCUS AREAS: Enhancing Columbia's Neighborhoods

ATTACHMENTS:

- **#a:** DIVISION_3.____RESIDENTIAL_PERMIT_PARKING_DISTRICTS (PDF)

DIVISION 3. - RESIDENTIAL PERMIT PARKING DISTRICTS^[3]

Footnotes:

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Editor's note— Ord. No. 2008-050, adopted Nov. 5, 2008, amended and restated former Div. 3, §§ 12-101—12-115, in its entirety to read as herein set out. Former Div. 3 pertained to the same subject matter and derived from the Code of 1979.

Sec. 12-101. - Definitions.

The following words, terms and phrases, when used in this division, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Owned vehicles means automobiles registered at addresses in a permit parking district and operated on a regular basis by resident owners or tenants of residential units within a permit parking district.

Permit parking district means a residential district designated by resolution of the city council in which certain parking is limited to a specified time period, except to vehicles displaying a permit as provided in this division.

Visitor means a person or persons parking their vehicle in a permit parking district for the purpose of visiting the permit holder at the physical residence of the permit holder.

(Ord. No. 2008-050, 1-7-09)

Sec. 12-102. - Purpose of division.

The purpose of this division is to reduce hazardous traffic conditions resulting from the use of streets within areas zoned for residential uses for the parking of vehicles by persons utilizing adjacent commercial, industrial, educational, recreational, governmental or institutional uses; to protect such districts from polluted air, excessive noise, litter and refuse caused by the entry of such vehicles; to protect the residents of such districts from unreasonable burdens in gaining access to their residences; to preserve the character of such districts as residential districts; to promote efficiency in the maintenance of residential streets in a clean and safe condition; to preserve the value of the property in such districts; and to preserve the safety of children, other pedestrians and traffic in the district, as well as the peace, good order, comfort, convenience and welfare of the inhabitants of the city.

(Ord. No. 2008-050, 1-7-09)

Sec. 12-103. - Designation by council.

Whenever the city council shall determine, after a traffic survey of a particular residential area of the city and after a public hearing, that such an area is severely impacted by nonresidential on-street parking by reason of adjacent commercial, industrial, educational, recreational, governmental or institutional uses, such residential area may be designated as a permit parking district.

(Ord. No. 2008-050, 1-7-09)

Sec. 12-104. - Survey and recommendation.

- (a) Upon receipt of a petition signed by more than 50 percent of the resident property owners of a contiguous area, the department designated by the city manager to enforce residential parking permit regulations shall conduct a survey to determine whether such area should be designated as a permit parking district.
- (b) The department designated by the city manager to enforce residential parking permit regulations may adjust the boundaries of the proposed area if it is determined that the purposes of this division will be best served by such adjustment.

- (c) The department designated by the city manager to enforce residential parking permit regulations will conduct a block-by-block survey of the proposed area on a weekday. If more than 75 percent of the parking spaces are occupied by vehicles, 50 percent of which are not registered at addresses in the area, then the department designated by the city manager to enforce residential parking permit regulations shall certify the area as a proposed permit parking district and report his findings and recommendations to the city council; provided, however, if the area fails to qualify, the department designated by the city manager to enforce residential parking permit regulations may conduct additional surveys, if in the department's opinion the area is sufficiently impacted by nonresidential uses and further counts may be reasonably warranted.
- (d) Upon receipt of the findings and recommendations of the department designated by the city manager to enforce residential parking permit regulations, the city council shall set a public hearing and may by resolution designate such area as a permit parking district and set the hours of regulation.

(Ord. No. 2008-050, 1-7-09)

Sec. 12-105. - Parking limitations; posting of signs.

Upon designation by the council of a permit parking district, the department designated by the city manager to enforce residential parking permit regulations shall designate within the district an adequate number of on-street parking spaces to reasonably ensure sufficient parking to residents and visitors of residents of the district. In such district, appropriate signs giving notice of the designation of the district as a permit parking district will be posted restricting all parking during the hours specified on such signs, except parking by the holders of permits for that district granted under this division.

(Ord. No. 2008-050, 1-7-09)

Sec. 12-106. - Resident and tenant permits.

- (a) When an area has been designated as a permit parking district, each residential unit in the particular district may be issued by the department designated by the city manager to enforce residential parking permit regulations a maximum of two permits entitling owned vehicles to park in the restricted district. No vehicles shall receive a permit for more than one permit parking district at the same time.
- (b) Upon showing proof of residency, any tenant living in a permit parking district who operates a vehicle may be issued, by the department designated by the city manager to enforce residential parking permit regulations, a permit entitling such vehicle to park in the restricted district. A vehicle may be entitled to a permit during such time as the tenant resides at the location designated on the application for the permit itself, and the permit shall automatically become void when the tenant vacates that location.
- (c) The department designated by the city manager to enforce residential parking permit regulations may require an exterior inspection of the tenant property prior to the issuance of a permit. Where off-street parking exists at the tenant address, permits shall be issued only if the number of off-street spaces is less than the maximum number of tenant permits which may be issued for the rental unit(s)

(Ord. No. 2008-050, 1-7-09)

Sec. 12-107. - Visitor permits.

Every resident of a permit parking district shall be entitled to three portable visitor permits that shall be used for visitors of the residents of the area. Every tenant of the district shall be entitled to one portable visitor permit; provided that, if two or more tenants occupy the same rental unit, the tenants shall be entitled to a maximum of one visitor permit per rental unit. Tenants in rental units with available off-street parking for visitors shall not be entitled to a visitor's pass. The department designated by the city manager to enforce residential parking permit regulations may require an exterior inspection of the tenant property prior to the issuance of a permit. Where off-street parking exists at the tenant address, permits shall be issued only if the number of off-street spaces is less than the maximum number of tenant permits which may be issued for the rental unit.

At such time as the number of the number of residential parking permits exceeds the number of available on-street designated parking spaces such that adding more permits would cause undue congestion, the issuance of tenant visitor passes may be suspended.

(Ord. No. 2008-050, 1-7-09)

Sec. 12-108. - Special permits; exemptions.

- (a) Each resident and tenant of a permit parking district may obtain from the department designated by the city manager to enforce residential parking permit regulations special parking permits for stated times on a temporary basis for meetings, gatherings, funerals, social occasions and similar events occurring at the residential unit of the individual requesting the special permit. Application for a special permit shall be made 24 hours in advance to the department designated by the city manager to enforce residential parking permit regulations in writing stating the time and duration for which the permit is requested, the address and the approximate number of vehicles contemplated. It shall be unlawful for any person requesting a special permit to abuse this section or make false statements in requesting a special permit. Upon violation, the department designated by the city manager to enforce residential parking permit regulations shall immediately cancel all permits issued to the individual and the individual shall be subject to prosecution for violation of this division.
- (b) Any truck or vehicle providing repairs, deliveries or other services to a resident of the area shall be exempted from the provisions of this division.

(Ord. No. 2008-050, 1-7-09)

Sec. 12-109. - Obedience to parking regulations.

No permit issued pursuant to this division shall entitle a person to park a vehicle on yellow lines in bus stops, loading zones, or fire hydrant or other prohibited zones, or to violate any applicable parking law.

(Ord. No. 2008-050, 1-7-09)

Sec. 12-110. - Permits to be property of city; confiscation of permits.

All permits issued under this division shall remain the property of the city. A resident permit found on a vehicle not registered at an address in the permit parking district shall be summarily confiscated by the department designated by the city manager to enforce residential parking permit regulations.

(Ord. No. 2008-050, 1-7-09)

Sec. 12-111. - Permit fees.

Fees will be charged as follows for permits issued under this division:

- (1) Owner occupant vehicle permits: \$5.00 per vehicle for a 24-month period
- (2) Tenant vehicle permits: \$10.00 per vehicle for a 6-month period.
- (3) Owner occupant visitor permits: \$1.00 per vehicle.
- (4) Tenant Visitor permits: \$5.00 per vehicle.
- (5) Transfer to another vehicle: \$1.00 per vehicle.

(Ord. No. 2008-050, 1-7-09)

Sec. 12-112. - Violations; citations; penalty.

- (a) Except as otherwise provided in this division, it shall be unlawful for any person to park a vehicle in a permit parking district without a permit or visitor's permit during any posted hours.

- (b) Upon violation of this division, there shall be attached to such vehicle a citation to the owner thereof that such vehicle has been parked in violation of a provision of this division, stating the bond set by the court for such violation. Every person convicted of a violation of any of the provisions of this division shall be punished for each such violation by a fine of not less than \$25.00.
- (c) Any vehicle parked in violation of a provision of this division for more than 12 consecutive hours shall constitute a public nuisance and shall be summarily towed at the expense of the owner. In such cases, a notice shall be affixed to the vehicle a minimum of 24 hours prior to towing.

(Ord. No. 2008-050, 1-7-09)

Sec. 12-113. - Disposition of fees and fines.

The funds derived from parking permits and fines as provided in this division are hereby levied and assessed to provide for the proper regulation and control of traffic upon the public streets, and to cover the cost of the supervision, inspection, installation, operation, maintenance, control, enforcement and regulation of the parking of vehicles in the permit parking district created by this division.

(Ord. No. 2008-050, 1-7-09)

Sec. 12-114. - Denial or cancellation of permit.

The department designated by the city manager to enforce residential parking permit regulations shall have the power to deny the issuance of a permit under this division or cancel an existing permit if the vehicle is not an owned vehicle or the vehicle does not meet the criteria of this division, or if any individual is abusing the rights and privileges granted under this division. Upon cancellation of a permit, it shall be unlawful to use it, and the holder shall surrender the permit to the department designated by the city manager to enforce residential parking permit regulations immediately upon request.

(Ord. No. 2008-050, 1-7-09)

Sec. 12-115. - Appeals.

Any person aggrieved by the denial or cancellation of a permit under this division shall have the right to appeal such denial or cancellation to the head of the department designated by the city manager to enforce residential parking permit regulations upon written notice to the head of the department designated by the city manager to enforce residential parking permit regulations within ten days of such denial or cancellation.

(Ord. No. 2008-050, 1-7-09)

Secs. 12-116—12-119. - Reserved.



We Are Columbia

MEETING DATE: August 20, 2019

DEPARTMENT: City Clerk

FROM: *Erika Moore, City Clerk*

SUBJECT: Road Ownership and Maintenance - Mr. Robert Anderson,
Public Works Director

**FUNDING SOURCE &
ORIGINAL BUDGET:**



We Are Columbia

MEETING DATE: August 20, 2019

DEPARTMENT: City Clerk

FROM: *Erika Moore, City Clerk*

SUBJECT: Columbia Water and AMI Update - Mr. Clint E. Shealy, P.E.,
Assistant City Manager for Columbia Water

**FUNDING SOURCE &
ORIGINAL BUDGET:**



We Are Columbia

MEETING DATE: August 20, 2019

DEPARTMENT: Legal Department

FROM: *Shari Ardis, Legal Office Manager*

SUBJECT: Receipt of legal advice related to matters covered by attorney-client privilege pursuant to §30-4-70(a)(2)

PURPOSE: 2019-056 Chapter 14 add Article XII Extreme Risk Protection Orders
2019-062 add Sec 14-8 Hate intimidation
2019-063 amend Chapter 14, add Article XIII, Gun-free School Zones
Columbia Canal
Columbia Urban League

FUNDING SOURCE & ORIGINAL BUDGET:



We Are Columbia

MEETING DATE: August 20, 2019

DEPARTMENT: City Clerk

FROM: *Erika Moore, City Clerk*

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

PURPOSE: Corridor Development Incentives

FUNDING SOURCE & ORIGINAL BUDGET:

FOCUS AREAS: Economic Prosperity - Endless Possibilities



We Are Columbia

MEETING DATE: August 20, 2019

DEPARTMENT: City Clerk

FROM: *Erika Moore, City Clerk*

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

PURPOSE: 1601 Assembly Street
Municipal Complex

**FUNDING SOURCE &
ORIGINAL BUDGET:**



We Are Columbia

MEETING DATE: August 20, 2019

DEPARTMENT: Human Resources

FROM: *Pam Benjamin, Chief of Staff*

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

PURPOSE: Municipal Court Judges

FUNDING SOURCE & ORIGINAL BUDGET:

FOCUS AREAS: Attracting & Retaining Talent, Innovative & High Quality Municipal Services



We Are Columbia

MEETING DATE: August 20, 2019

DEPARTMENT: City Clerk

FROM: *Erika Moore, City Clerk*

SUBJECT: Council is asked to approve the June 4, 2019 City Council Meeting Minutes.

FUNDING SOURCE & ORIGINAL BUDGET:

ATTACHMENTS:

- **#a:** MN_06_04_2019 (PDF)



COLUMBIA CITY COUNCIL MEETING MINUTES TUESDAY, JUNE 4, 2019

WORK SESSION - 2:00 P.M.

The Columbia City Council conducted a Work Session on Tuesday, June 4, 2019 at City Hall, 1737 Main Street, Columbia, South Carolina 29201. The Honorable Mayor Stephen K. Benjamin called the meeting to order at 2:09 p.m. and the following members of Council were present: The Honorable Sam Davis, The Honorable Mayor Pro-Tempore Tameika Isaac Devine, The Honorable Moe Baddourah, The Honorable Howard E. Duvall, Jr., and The Honorable Edward H. McDowell, Jr. The Honorable Daniel J. Rickenmann participated remotely. Also present were Ms. Teresa Wilson, City Manager, and Ms. Erika D. Moore, City Clerk. This meeting was advertised in accordance to the South Carolina Freedom of Information Act.

INVOCATION

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

Mayor Benjamin recognized the new class of summer Fellows that were in attendance: David Olds, University of South Carolina; Grace Mickle, University of Georgia; Adam Gainey, University of South Carolina; Travon Adams, University of South Carolina; and Emily Gayle, University of Georgia. We have five more superstars. They are incredibly bright and talented. They are here to learn and contribute, so let's use and engage them as much as possible. Since we've started the program, we've had almost 300 leaders come here from schools as far north as Vermont and as far west as California.

CITY COUNCIL DISCUSSION

1. 2020 Census Complete Count Committee - Ms. Chynna Phillips, MSW, MPH Research & Policy Manager for the Sisters of Charity Foundation of South Carolina

Ms. Chynna Phillips, MSW, MPH, Research & Policy Manager for the Sisters of Charity Foundation of South Carolina presented the draft action plan for the Complete Count Committee. The Census is being done to get an accurate count of everyone; not just U.S. citizens. It is a constitutional mandate that must be done every 10 years. Because it will be done online, we want to be cognizant of barriers that may exist. The Complete Count Committee was published in April and representatives are still needed. There will be five subcommittees: business and strategic partnerships, faith-based, community based, media and promotion, and education. She explained that hard to count individuals include children, those who mistrust government, and any area that is identified as being undercounted from 2010. You all will be considering our budget.



**COLUMBIA CITY COUNCIL MEETING MINUTES
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Ms. Devine left the meeting at 2:23 p.m.

Councilor Davis said you must consider how to track folks who are very mobile.

Ms. Chynna Phillips, MSW, MPH, Research & Policy Manager for the Sisters of Charity Foundation of South Carolina said there are nuances and we have to consider the homeless population. She outlined the opportunities for citizen participation. The City of Columbia has formed the second Complete Count Committee in the State.

Mayor Benjamin encouraged his colleagues to consider appointing representatives from City Council Districts One and Two.

Councilor McDowell inquired about the emphasis being placed on faith-based organizations.

Ms. Chynna Phillips, MSW, MPH, Research & Policy Manager for the Sisters of Charity Foundation of South Carolina said that's a pillar within itself and it's a gap as well. Individuals are needed for the subcommittees. In 2010, they provided liturgical information for pastors to use.

Councilor Duvall said we need to stress the importance of participating in the Census, because it determines a lot of our funding. This Census will not get the Federal support that has traditionally been there. There could be a severe undercount in other areas.

2. Vacant Building Registration Briefing - Mr. David Hatcher, Housing Official for the Code Enforcement Division / Columbia Police Department

Mr. David Hatcher, Housing Official for the Code Enforcement Division / Columbia Police Department presented the vacant building ordinance proposal for a registration requirement along with changes to the boarded building ordinance. There are a lot of vacant buildings in the City of Columbia; some are maintained and some are not. A vacant building is not a code violation, but we still get a lot of complaints about them. Owners are out of state or town and we have issues with notifying them of code violations. I estimate that there are 2,000 vacant buildings in the City of Columbia and there are 250 boarded structures on our list. We have six primary objectives: identify vacant properties; establish a local point of contact; create a mechanism for holding property owners accountable; discourage vacancies; reduce blight and crime; and revamp the boarded building ordinance. I found 15 vacant building ordinances in the country and two in South Carolina. Many of the ordinances have a registration and renewal requirement. The fees range from \$50 to \$10,000 per year. He outlined the key components of the ordinances. The City's proposed vacant building ordinance will require an annual registration, exemptions, vacant



COLUMBIA CITY COUNCIL MEETING MINUTES TUESDAY, JUNE 4, 2019

building plan, local agent within 45-miles of the building, three categories based on condition, annual inspections, security, fees, penalties, and an appeals process. We will offer exemptions for buildings that are actively being marketed for sale or rent with the appropriate documentation; buildings that are actively being renovated; buildings that serve as a primary residence in which the owner is away for an extended period of time for work, vacation, military or medical reasons; and government owned buildings.

Councilor Duvall asked about buildings that are in probate.

Mr. David Hatcher, Housing Official for the Code Enforcement Division / Columbia Police Department said I'd like for them to be registered by someone. Those are some of our problem properties so we have to find a way to get them registered.

Councilor McDowell asked if we are in touch with heirs.

Mr. David Hatcher, Housing Official for the Code Enforcement Division / Columbia Police Department said yes, if we can find them. We give them the same opportunity as everyone else. We try to get them to cut the grass and make it look presentable at the very least.

Councilor Baddourah asked about structures owned by non-profits.

Mr. David Hatcher, Housing Official for the Code Enforcement Division / Columbia Police Department said non-profits aren't exemptions.

Councilor McDowell asked about churches.

Mr. David Hatcher, Housing Official for the Code Enforcement Division / Columbia Police Department said churches are private non-profits and they would have to register.

Mayor Benjamin sought clarification on the fees.

Mr. David Hatcher, Housing Official for the Code Enforcement Division / Columbia Police Department said the vacant building plan will help us understand the owner's intent to include when they reasonably expect to reoccupy the building; a written letter of consent allowing the City to monitor and inspect the property as necessary; the plan to address any public nuisances; a time schedule for repairs; and the plan to secure, monitor, and maintain the property. The building categories are: Category I: no current code violations on the structure or the premise (*simply vacant*); Category II: minimal code violations (*boarded, secured, and structurally sound*); and



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Category III: severe code violations (*requires boarding, structural deficiencies are evident, history of criminal activity, condemned or illegally occupied, and a probable candidate for demolition*). One of the objectives of this ordinance is to discourage someone from buying the property because it's cheap and then sitting on it for ten years because they are hoping to sell it for more money. He presented the proposed fee structure. I am proposing that we not charge for the initial registration. I am proposing an inspection fee.

Councilor Davis said the fees are reasonable; I am for the max. A lot of times it's absentee landlords; people who don't live in the area, they collect rent, and they could care less about what the facility looks like. That contributes to unsafe and indecent places for families to live. I'm for everything I've read so far.

Councilor McDowell said that could be accomplished in the initial registration.

Councilor Davis said certain neighborhoods are targeted. I hope we can strengthen the ability to take owners to livability court.

Councilor Devine returned to the meeting at 3:05 p.m.

Mr. David Hatcher, Housing Official for the Code Enforcement Division / Columbia Police Department explained the ordinance gives us a civil fine. We can assess fines for noncompliance without going through livability court and we can put a lien on the property. We can still use the court, but this gives us another way to assess fines and fees when we can't issue a summons.

Ms. Teresa Wilson, City Manager said there's a lot of support for this in the public. I don't know if the public realizes the burden on the general fund and the impact it has when we don't address it over time from a community standpoint. We end up addressing it from a fiscal standpoint.

Councilor Baddourah asked if there is a difference in the residential and commercial fees.

Mr. David Hatcher, Housing Official for the Code Enforcement Division / Columbia Police Department said there's no difference in my proposal. Some of the other ordinances had lower residential fees. We can look at that if that is your preference.

Councilor Duvall said the owners may not have \$1,000 to pay. You might put that on the commercial side and keep the residential at \$500.

Mayor Benjamin asked if vacant properties being marketed for sale still have to register at no cost.



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Mr. David Hatcher, Housing Official for the Code Enforcement Division / Columbia Police Department said correct, because we want to know about it. They would be exempt from the fee. If you need to market the property for more than a year, then you would request an appeal through the Property Maintenance Board of Appeals.

Councilor Devine asked about a house that's vacant because it's not up to code. It's family property that they want to fix themselves, because they can't afford to hire a contractor. If they came up with a vacant building plan would that keep them from paying the fees.

Mr. David Hatcher, Housing Official for the Code Enforcement Division / Columbia Police Department said under the proposal, they would still have to pay the fees. We can consider an exemption for approved vacant building plans.

Councilor Devine said we do have older properties and they tend to be in historically minority communities. I don't want someone to accuse us of promoting gentrification or taking people's land. We have to be cognizant of that. What about properties that have been affected by a fire or natural disaster? I received a call from a young man whose property was destroyed by fire and there was no insurance. He is trying to get the money to fix the property. Are there any considerations for those types of things?

Mr. David Hatcher, Housing Official for the Code Enforcement Division / Columbia Police Department said the proposal doesn't mention that, but if they pull a permit with the intention to do the rehab, that would exclude the property. I saw an ordinance with natural disasters as an exemption.

Councilor Devine said I don't want an exemption, but we do need to understand that not everybody has the financial means to fix something that was destroyed by a disaster.

Councilor Davis said we don't want folks to lose their homes unnecessarily if we can work with individuals for specific timeframes for certain aspects.

Mr. David Hatcher, Housing Official for the Code Enforcement Division / Columbia Police Department said there isn't a fee for one year. All exemptions can be handled by appeal to the Property Maintenance Board.



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Mayor Benjamin said it's recognizing the fact that every situation is going to be different. Having some type of human interaction to take into account the circumstances is important. I share the concerns articulated by Ms. Devine. I want to make sure we are very clear in articulating the public policy behind why we are doing this while being very cognizant of private property rights.

Councilor Davis said after a fire we post a notice on the property. Can't we come up with a notice to post when we are working with the property owner. This will notify the residents that there is an effort to correct the problem.

Councilor McDowell said a lot of properties have been tagged and are ready for demolition, but it becomes a budgetary issue. There are pieces of property that we can save and we should do all we can to redeem them.

Mr. David Hatcher, Housing Official for the Code Enforcement Division / Columbia Police Department said I am proposing a change to the existing boarded building ordinance. We would keep the 90-days as a target, but add an option for 1-year using polycarbonate material instead of plywood.

Councilor Baddourah said he asked the Homebuilders Association (Building Industry Association of Central South Carolina) to review it.

Mayor Benjamin said we need to address the exemption issue and fee versus registration. Let's get as much feedback as possible. Think of a robust list of people. Let's make sure our business community and other stakeholders are aware.

There was a consensus of Council to move forward with the public hearing and first reading.

FISCAL YEAR 2019/2020 BUDGET WORKSHOP

3. General Fund Budget - Ms. Melisa Caughman, Budget & Program Management Director

Ms. Teresa Wilson, City Manager said we are going to recap the last Budget Workshop, but also streamline and move forward with a balanced budget. Those alternative approaches to revenue generation are still on the table. I want to be clear on the idea of a Public Safety fee and which revenue options are being moved forward for January 1st. We are going to start with an overview of the general fund.



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Ms. Melisa Caughman, Budget & Program Management Director said the general fund budget is in balance. A lot of the reduction came from the elimination or reduction of requests for new and expanded programs. We retained many of our existing programs and efforts with regard to the Envision Columbia initiatives. To address the remaining \$3 million that were out of balance, the City Manager made additional reductions to departments' budgets. We will work with departments to review those reductions in more detail. The goal is to maintain current year funding.

Councilor Duvall said we need to transfer money from the water and sewer fund. I would fund safe city initiatives and other things in that category. That's the only way we are going to get this budget to a healthy state.

Ms. Teresa Wilson, City Manager said the Public Safety fee will do what Mr. Duvall is suggesting by creating a fee. Mr. Duvall's suggestion is a philosophical discussion for Council. We should put everything on the table.

Councilor Davis said I've always believed that when we reached this position it wouldn't be a bad thing to do. It becomes a profit margin for the City. Water and sewer is something we sell. It costs the City to provide water and sewer services. There's an outlay for that and we need to be reimbursed. We are doing quite well with meeting our obligations of the system.

Councilor Devine said I've been clear that I'm not in favor of the water and sewer transfer. There have to be increased expenses for the departments. It's not a flat budget. People need to completely understand that we have increased costs as well. If we are going to provide services, there has to be an increase in revenue. Are you able to show how our budget breaks out and aligns with our goals?

Ms. Melisa Caughman, Budget & Program Management Director said we are working towards those efforts with our priority based budgeting tools. Departments are absorbing the increases, especially with regard to the State retirement increases and any other increases in operational costs.

Ms. Teresa Wilson, City Manager clarified that we say flat inherently, knowing that there are certain costs that we have to absorb. We are trying to maintain the best service delivery. We tried not to cut programs that would be obvious to our citizens.

Councilor Devine said we have to acknowledge that's what we're doing, especially when we have so many requests and partners coming to us as well. We need to acknowledge that we continue to provide services and there are increased expenses internally. We are having to live with that internally and sometimes we're not able to give our traditional partners increases.



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Ms. Teresa Wilson, City Manager said certain organizations have almost become line items out of the City's general fund and we're holding them flat. I've already started getting requests from other organizations in the community and we don't have funds in the budget right now for community promotions. You are right, it's not there.

Ms. Melisa Caughman, Budget & Program Management Director reported that the total general fund revenues are \$152 million, which is a 2.75% increase over the current year. These are aggressive revenue projections with regards to business license collections. It is a balanced budget. We are using \$3 million of fund balance. With regards to expenditures, Public Safety retained some increases. Non-departmental and transfers-out reflects increases in debt service. With regards to some of our external requests: The River Alliance is funded at \$50,000, which includes \$25,000 from the general fund and \$25,000 from the hospitality tax; Fast Forward remains at \$100,000 as a general fund and water and sewer expenditure; and One Columbia is funded with the 5% from accommodations tax and the hospitality tax. Homeless services have maintained a budget at \$1 million for various organizations. They've requested more than \$1 million. We'll have to work with those adjustments or their savings from the current year, which is usually \$40,000 to \$50,000. The public defender's allocation is \$100,000. They've requested \$225,000. The solicitor's current allocation is \$215,817. They've requested \$343,498. The detention center is budgeted at \$660,000. We have not had to increase the allocation at this point. This amount has maintained the current costs and trends. The current rate is \$55 and the new rate effective July 1st is \$71.

Mayor Benjamin asked that the record reflect the presence of the Public Defender E. Fielding Pringle and Counselors Cauthen and Burns in tow and in full support.

Councilor Rickenmann joined the meeting by telephone at 3:29 p.m.

Councilor Devine suggested that we look at how we fund them and what we get when we fund them. We get two full and a partial public defender. We need to make sure the whole court is working how it should be and our resources are allocated to reflect the way that should happen. To get to \$225,000 is not possible. Is there a way to look at how we expend funding for homeless services and the detention center to make sure homeless court is working the way it should be?

Mayor Benjamin recognized Ms. Denise Gipson, wife of 5th Circuit Solicitor Byron Gipson.

Ms. Melisa Caughman, Budget & Program Management Director said we still have more work to do with the departments and the City Manager. The general fund has a revenue issue and being able to address our ongoing growth, services, and costs. In the coming months, we will continue discussions on the GO bond and hospitality tax debt. We are still seeking to pursue a property tax



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audit with Richland County and revenue options at our State House. We are not looking at a single source of how to address our revenue and expenditure needs. The budget public hearing is advertised for next Tuesday, June 11, 2019 at 6:00 p.m.

4. Revenue Options - Ms. Melisa Caughman, Budget & Program Management Director

Ms. Teresa Wilson, City Manager said at the previous meeting, we showed you two alternates in addition to the budget being \$3 million out of budget. We have balanced the budget. Those optional items that are very critical are still not in the balanced budget. We want to recap the direction that Council gave on moving forward with revenue options for January. I still have the Public Safety fee on the table that you could implement right now by amending the proposed budget.

Mayor Benjamin said it is important for folks to realize the current state of affairs.

Ms. Melisa Caughman, Budget & Program Management Director said we are looking for direction from City Council on at least one of the options. The revenue options are independent of each other; both can be considered. A lot of the City's property is nontaxed parcels, which means that the City's tax burden is not shared with all of the users of its services. City Council charged us to look for revenue options that would allow us to better distribute those cost of services among users that also benefit from those services. The City's current millage rate is 98.1, representing less than 20% of the Richland County residential property tax. It has not changed in 10 years. We are going through reassessment later this year. We generate \$57million in property taxes representing 44% of revenues. Public Safety functions account for 50% of our budget when you include their vehicles and equipment. State law limits our options for generating revenue. We are trying to determine options for increasing our overall assessed values, the overall tax base, and revenues that cover the costs of operations and prepares the City for growth. There are 46,000 parcels in the Richland County portion of the City of Columbia. Less than 10% are non-taxed, which is 30% of the total market value. Approximately \$3.4 billion is non-taxed. The majority of the properties are owned by the State of South Carolina. Government makes up 36% of the non-taxed parcels by market value. Homeowner and homestead exemptions make up a large number of parcels. This exercise has been valuable for us in terms of seeing where the 27% non-taxed values come from.

Mayor Benjamin said there is a limited amount of resources. We are an outlier; we are a capital city with a large university and several other colleges and universities; large healthcare infrastructure; and the Army's most significant training base in the world. In terms of area, 76% of our real estate is not on the tax rolls. Act 388 limits the amount that property owners have to pay or the ability to raise taxes. Then there's the general philosophy; we don't like to raise taxes. Our businesses tend to pay a disproportionately higher amount in taxes than they would in other



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communities. We intentionally do not raise taxes. On the left side of the column, there are several institutions that receive general services that the taxpayers pay for. We are trying to find ways to be more equitable and thoughtful in the ways we spread the responsibility of government. That's the philosophical discussion we are having.

Councilor Baddourah said a lot of the fees we are trying to generate are to support Public Safety when it comes to fire, police, and public works. It's a lot of the core services you expect from municipal government.

Councilor Davis said I don't know how much the public fully understands in terms of contributing versus non-contributing properties. I would suggest that we include specifics in our discussion.

Ms. Teresa Wilson, City Manager said the Mayor gave a great summary. What doesn't rest easy with me at this point is that the revenue options that would totally address non-taxable parcels, entities, business license options, etcetera, is going to take us to January 1st to implement. This is a good option as well, but in order for it not to be considered a tax, it has to be a fee and it has to be applied across the board. Again, I want to reiterate that I hear you. Your first priority is to non-taxable entities; however, we're not quite there yet. A minimal Public Safety fee would be across the board, but I do think with the growth of this City and to meet Public Safety needs, everybody should be touched by that, because they would be benefiting from those additional services. ShotSpotter is already paying dividends to this City. We have to do something to advance our security camera infrastructure. Those things are not sustained in the current budget. That is why I'm still proposing this fee as an option as well at a very minimal level. Philosophically, I know there are discussions about how you do it by formula. Should a resident pay the same \$5 as the University? We can look at doing this by the number of water taps you have. It's not about where you live; it's about the City and what Public Safety infrastructure we have across the City. You may live in one place but you may play in another. We want to expand the security cameras in the residential corridors as well. I understand that the first option is to deal with the non-taxable entities, but I do think this should be considered also.

Councilor Duvall asked the City Manager to look into the legality of putting a Public Safety fee on the water bill. There may be some precedent cases out there that don't allow it.

Ms. Teresa Wilson, City Manager said in other parts of the country, it is called a city services fee. It can be done through one bill.

Ms. Melisa Caughman, Budget & Program Management Director said the storm water fees are on the water bill a well.



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Councilor Baddourah said the \$2.5 million is a specific fee that goes exactly to Public Safety. It's our choice to implement that fee for this year only. My understanding from the last meeting is that you were asked to bring back the numbers for Council to consider.

Councilor Devine said we shouldn't say that it's only for one year. We have a ton of needs.

Ms. Melisa Caughman, Budget & Program Management Director said funding Public Safety is a top priority for this Council, the City Manager, and the management team. City Council has directed us to identify those sources.

Councilor Rickenmann said we need to do our homework on the public safety fee and it needs to be based on the parcels. I'm very uncomfortable with charging a fee to everyone, because they are already paying for public safety. Looking at our numbers, there are some things we should question. Looking at the property the City has under the development corporations. Do we need to hold onto those 90 parcels? What are we doing to reduce our footprint and to consolidate? There are some things that we need to review at the same time we are doing those audits. We need to focus on pursuing the avenues to make it more equitable. Before we look at any source, we have to make some effort here.

Mayor Benjamin concurred with Mr. Rickenmann.

Ms. Melisa Caughman, Budget & Program Management Director said the public safety fee is proposed at \$5. The annual collection would be \$2.5 million assuming a July 1st effective date. We are looking for direction from City Council with regards to the fee. We need to finalize an ordinance. We will need to communicate public information regarding the collection and uses of the fee. We would have a public hearing.

Ms. Teresa Wilson, City Manager referenced the Public Safety items we will forego for now and continue to do the research in hopes that some of the other revenue options will come to fruition. The previous discussion from the Police Chief briefing included competitiveness and salary increases, additional equipment needs, commercial code enforcement and the need for additional staffing, additional park rangers, maintenance, and repairs at the Saluda Greenway and Bull Street Park as major items that can be incorporated.

Mayor Benjamin asked if upgrades to the camera system includes ShotSpotter.

Ms. Teresa Wilson, City Manager said it does not; neither of those are included in our current proposed budget.



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Mayor Benjamin sought clarification on the reoccurring costs.

Ms. Melisa Caughman, Budget & Program Management Director said the \$1.9 million is a blend of upfront and reoccurring costs. We can identify facility and equipment needs beyond \$2.5 million.

Councilor Devine inquired about the reoccurring cost of ShotSpotter.

Mr. William “Skip” Holbrook, Police Chief said ShotSpotter costs about \$325,000 per year for three square mile increments; we are at six square miles now.

Mayor Benjamin explained that ShotSpotter is a new gunshot detection technology that the Columbia Police Department is using very effectively to take guns off the street and to put a real dent in some of the violent crime we are seeing.

Councilor Devine said we’ve done a good job of promoting what we’re doing and how we are being proactive. Everybody wants to know when they are getting this in their area. As we talk about a Public Safety service fee, we need a plan for expansion.

Mr. William “Skip” Holbrook, Police Chief said our plan is data driven. We address neighborhood concerns. We installed cameras in strategic places. Obviously, in our business district and our crime hotspots. We covered entry and exit points for neighborhoods and main thoroughfares. With ShotSpotter, we relied on where our firearm discharges occur. It has proven to be spot on. We do have reports beyond our footprint. We have some neighborhoods that are vulnerable and not at the quality of life we expect for our citizens.

Councilor Davis said the mobile cameras have given us some success. How does that fit into your long-term projections in terms of cost?

Mr. William “Skip” Holbrook, Police Chief said it works and in the next phase of our cameras we are requesting that the technology be compatible with ShotSpotter. The technology exists now where ShotSpotter alerts orientate the camera towards the gunfire. That will be a tremendous tool. We want to monitor the security cameras from a real-time crime center.



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Councilor Rickenmann proposed that until we fund these basics: what the Police Department needs for competitiveness and equipment, the fire stations, and all others, that we reserve or freeze all funding to outside groups. We need to re-evaluate our internal functions as well. Are they still useful? Are they still providing the return on investment? I would suggest that we freeze some funding and functions until we have taken care of those things first. It's essentially a 6-month freeze, because it's going to take us that long to come up with the right solution.

Councilor Baddourah added that we need constant funding for Public Safety. I want to look at providing cars to all policemen. I want to make sure we have enough fire stations to serve all of the apartments and the development. The city is expanding. We need to continue pursuing a constant funding source.

Mayor Benjamin said we must continue to make it more competitive and we have to get cars on the street.

Councilor Devine reiterated that there isn't one answer; we must look at it holistically. I've said that before, especially when it comes to our parks. It's easy to say that we need to take care of our internal needs. Looking strategically at the point about homeless court and homeless services, if we can keep that vulnerable population from committing crimes, that's less stuff our law enforcement has to deal with and they can deal with other things. It's hard to say that we're not going to fund any outside groups. Our partners might be providing something that allows us to provide the basic service. I do agree that every year has to be analyzed to determine what we're getting and if it's better suited for us to handle internally or to partner. Where do we need to be over the next five years? We thought we were handling competitiveness and salaries three years ago and now we're back here making decisions to help Skip with recruitment and retention. We need to know what the longer-range plan is.

Mayor Benjamin said Chief Holbrook and his team have done a fantastic job with recruitment, diversifying the force, and building a force that's not only focused on 21st century policing, but also a force that looks like this City. We have to continue to be competitive, put out ideas, and make resources available. Over the last eight years, we've increased the Public Safety budget by 60%. It is a significant investment, but it is the most important thing you can do as a city. If we continue to fund the right partners and those funds are used effectively and efficiently, they'd be able to focus on making sure we maintain strong ties with the community and that we are keeping the community safe. I am open to as much creativity as possible. As much as we can discuss publicly, let's do that. It is important for the public to understand that we've been digesting, sharing, iterating, and testing the bounds of the law and realizing that we are a state of 46 counties; not a few hundred cities. Most of the tools that allow us creativity are not necessarily city tools.



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We will be pushing the envelope. We have an educational process that we have to go through and we have to help our delegation understand that we are unique. Those entities that may not pay property taxes, make us strong in other ways and serve as economic engines in other ways, just not in the ways that provide the services we need to be a 21st century city. At some point, we'll have to bite the bullet and let the chips fall where they may, but knowing that we've gone through the predicate steps to make good public policy decisions.

Councilor Davis said I am agreeing so much, because when we move around the neighborhoods, those are the kinds of things that we're having to say to folks. Last month, chief sent out the accomplishments of his key staff. We are going to lose those kinds of people if we don't do what we need to do and we won't be able to replace them. Our situation is unique. We have a partnership with the military. There's a massive piece of land with no monetary return, but there are partnerships. We need to fund our guys, because they partner with Fort Jackson. Unfortunately, there are institutions in the city that aren't in a contributing poster, but we provide services for them. We have a good case to go down this list and come up with alternatives that we can all buy into. We must collectively make the case and be prepared to defend it.

Mr. William "Skip" Holbrook, Police Chief added that we have immediate needs. I've participated in a conversation with our planning folks about our future annexations. It's part of what we're seeing with the growth of our city. It is exciting, but it also creates challenges. We are already seeing what the annexations and demands look like now in Harbison. It used to be a sleepy area, but we are seeing a different dynamic in the last 12-months in terms of the requirements on police and part one crimes. Our operational tempo has to match our capacity and we are slightly out of alignment. As we continue to grow, that disparity is going to create additional problems. We must be sensitive to that. We are a capital city police department and we want to carry ourselves as such.

Ms. Melisa Caughman, Budget & Program Management Director said our next step is to advertise for a public hearing.

Mayor Benjamin asked if there is a legal way to apportion the fee amongst those who are non-taxpaying versus those who are paying or does it have to be uniform.

Ms. Teresa Wilson, City Manager said that's correct.

Councilor Devine asked if you can apply the gas tax across the board and then give a rebate to people who pay property taxes. That was a suggestion Mr. Rickenmann had.



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Ms. Teresa Knox, City Attorney said no, there's not a way that we know of. We really need to talk about this in executive session.

Councilor Baddourah said we are committed to finding a continuous funding source to get him all the tools he need.

Ms. Teresa Wilson, City Manager said they have an ordinance prepared and ready for you the way we are proposing to do it as a straight out \$5 fee. You would have to approve that at whatever point you all decide to move forward. It just backs up the collections. If this is the direction you're interested in going right now, then we need that direction.

Councilor Baddourah said I'd like to exhaust the other options on the table. How much will all of that generate?

Councilor Devine reiterated that staff won't have the audit information until January 1st. If we wait until we have all of that, then you're talking about not implementing anything to cover the first 6-months of the 2019/2020 budget. You're talking about implementing something on January 1st, but that doesn't mean revenue on January 1st.

There was a brief discussion on the implementation timeline, adding a repeal cause, and next steps.

Ms. Melisa Caughman, Budget & Program Management Director reported that the City issued 10,000 business licenses last year and that's consistent with prior years. Of those, 6,000 are in-city businesses and there are another 3,800 out-of-city businesses that do business within the city. There are 267 non-profits, fee exempt business licenses issued at no fee. Of that, 107 are medical related services, physician offices, and hospitals.

Councilor Devine said some of the churches with retail are paying now. Are medical services and physician offices automatic exemptions? Does our ordinance allow for a fee and we're not charging it?

Ms. Melisa Caughman, Budget & Program Management Director clarified that the exempt medical services or doctor's offices have been bought by non-profit hospitals or are university related. Medical facilities or offices not owned by the hospital more than likely pay as business license fee.

Ms. Teresa Wilson, City Manager said part of the exercise is to determine the status through an audit. We will do a combination of things internally and it is going to require some outside assistance to get this done.



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Ms. Melisa Caughman, Budget & Program Management Director said the current business license ordinance has to be revised to remove the exemption for non-profits that have business-type activities. The selection process is underway to hire a firm to assist with the research. We will do a public hearing, because we are adjusting fees. The effective date is January 1st.

Mayor Benjamin requested a list of non-profits that are not contemplated in the medical services category; the ones included in the \$155 million total market value properties. All non –profits are not created equal.

Councilor Rickenmann said if you charge that non-profit group 1% on their property, that's \$1.5 million in the first 6-months. We should be pursuing that. If we have to freeze something for 6-months, we should be able to find 1% out of a \$152 million budget. I can't do a \$5 fee.

Councilor Duvall concurred.

Ms. Teresa Wilson, City Manager asked if Council is clear on what we will forego for now for Public Safety.

Mayor Benjamin said we need to talk some more.

EXECUTIVE SESSION

Upon a motion made by Mr. Duvall and seconded by Ms. Devine, Council voted unanimously to enter into Executive Session at 4:40 p.m. for the discussion of Items 5 through 8 as amended to include the discussion of the organizational structure as part of Item 5 and adding a discussion regarding the development of security personnel or devices pursuant to S.C. Code §30-4-70(a)(3) related to security measures. Mr. Rickenmann did not participate in Executive Session.

5. Discussion of employment of an employee pursuant to S.C. Code §30-4-70(a)(2)
 - *Municipal Court Judges*
6. 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)
 - *Development Incentives*



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7. Receipt of legal advice related to matters covered by attorney-client privilege pursuant to §30-4-70(a)(2)
 - *Lower Richland Sewer*
 - *Smoking Ordinance*
 - *Ban the Box*
 - *Gills Creek Debris Removal*
 - *Public Safety Fee*
8. Discussion of negotiations incident to proposed contractual arrangements pursuant to S. C. Code §30-4-70(a)(2)
 - *Capital City Stadium*

COUNCIL MEETING - 6:00 P.M.

The Columbia City Council conducted a meeting on Tuesday, June 4, 2019 at City Hall, 1737 Main Street, Columbia, South Carolina 29201. The Honorable Mayor Stephen K. Benjamin called the meeting to order at 6:22 p.m. and the following members of Council were present: The Honorable Sam Davis, The Honorable Mayor Pro-Tempore Tameika Isaac Devine, The Honorable Moe Baddourah, The Honorable Howard E. Duvall, Jr., and The Honorable Edward H. McDowell, Jr. The Honorable Daniel J. Rickenmann was absent. Also present were Ms. Teresa Wilson, City Manager, and Ms. Erika D. Moore, City Clerk. This meeting was advertised in accordance to the South Carolina Freedom of Information Act.

PLEDGE OF ALLEGIANCE

Boy Scout Troop 425 led the audience in the Pledge of Allegiance.

INVOCATION

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

ADOPTION OF THE AGENDA

Upon a motion made by Mr. McDowell and seconded by Mr. Baddourah, Council voted unanimously to adopt the agenda, subject to deferring consideration of Item 30 (*Ordinance 2019-033*).



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PUBLIC INPUT RELATED TO AGENDA ITEMS

No one appeared at this time.

CONSENT AGENDA ITEMS 9 THROUGH 24

Upon a single motion made by Mr. Baddourah and seconded by Ms. Devine, Council voted unanimously to approve the **Consent Agenda Items 9 through 24**.

9. Council is asked to authorize increased funding for Utility Relocation and Upgrade Services for Water and Wastewater Improvements for Fiscal Year 2019/2020, as requested by Columbia Water. Award to the following three consultants in the total amount of \$3,547,394.12. - *Approved*

Funding Source: 5529999-SS751401-658650 - \$509,382.00, 5529999-WM448901-658650 - \$170,416.00, 5529999-WM449001-658650 - \$815,958.00, 5529999-SS751501-658650 - \$202,920.00, 5529999-WM449201-658650 - \$546,441.50, 5529999-WM449101-658650 - \$91,080.00, 5529999-WM432319-658650 - \$977,888.31 / 5529999-SS609919-658650 - \$233,308.31. The total amount of funding allocated to the work orders associated with local utility relocation projects will be \$5,827,394.12.

Below is the information provided for each consultant under the original approved RFQ:

CDM Smith Inc. has headquarters in Boston, MA and a local office in Columbia, SC. CDM Smith, Inc. proposed to utilize 2% SBE, 10% MBE, and 8% WBE for sub consultant services.

Hazen and Sawyer has headquarters in New York, NY and a local office in Columbia, SC. Hazen and Sawyer proposed to utilize 10% MBE and 15% WBE for sub consultant services.

Michael Baker International, Inc. has headquarters in Pittsburgh, PA and a local office in Columbia, SC. Michael Baker International, Inc. proposed to utilize 5% SBE, 8% MBE, and 15% WBE for sub consultant services.



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10. ANNEXATION, COMPREHENSIVE PLAN MAP AMENDMENT, AND ZONING MAP AMENDMENT - 6313 North Main Street, 6315 North Main Street, 6317 North Main Street, 6319 North Main Street, 6319A North Main Street, 6323 North Main Street, 6325 North Main Street, 6327 North Main Street, and 6329 North Main Street; TMS# 11712-04-03 - *Approved on second reading.*

Ordinance No.: 2019-031 - Annexing and Incorporating 6313 North Main Street, 6315 North Main Street, 6317 North Main Street, 6319 North Main Street, 6323 North Main Street, 6325 North Main Street, 6327 North Main Street, 6329 North Main Street, and 6331 North Main Street, Richland County TMSU 11712-04-03 into the Plan Columbia Land Use Plan Putting the Pieces Together adopted by Ordinance No.: 2015-014 on February 17, 2015 - *Approved on second reading.*

Council District: 1

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

Applicant: Alpine of S.C., Inc.

Staff Recommendation: Approval

PC Recommendation: 04/01/2019; Approval (7-0)

First reading approval was given on May 21, 2019.

11. ANNEXATION, COMPREHENSIVE PLAN MAP AMENDMENT, AND ZONING MAP AMENDMENT - 160.87-acre portion of 300 Clemson Road; TMS# 25700-02-03 (p) - *Approved on second reading.*

Ordinance No.: 2019-029 - Annexing and Incorporating 300 Clemson Road, Richland County TMS# 25700-02-03(p) into the Plan Columbia Land Use Plan Putting the Pieces Together adopted by Ordinance No.: 2015-014 on February 17, 2015 - *Approved on second reading.*

Council District: 4

Proposal: Request to annex, assign land use classification of Urban Edge Residential Small Lot and Urban Edge Mixed Residential (UER-1 and UEMR) and assign zoning of General Residential District (RG-1). The property is currently classified as Neighborhood (Medium Density) and Mixed Use Corridor and zoned Rural District (RU) by Richland County.



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Applicant: Lee Lorick Prina II, Trustee / Mungo Homes Properties, LLC

Staff Recommendation: Approval

PC Recommendation: 03/04/2019; Approval (6-0)

First reading approval was given on May 21, 2019.

12. ANNEXATION, COMPREHENSIVE PLAN MAP AMENDMENT, AND ZONING MAP AMENDMENT - 107 S. Williams Street; TMS# 08816-10-04 - *Approved on second reading.*

Ordinance No.: 2019-030 - Annexing and Incorporating 107 South Williams Street, Richland County TMS U08816-10-04 into the Plan Columbia Land Use Plan Putting the Pieces Together adopted by Ordinance No.: 2015-014 on February 17, 2015 - *Approved on second reading.*

Council District: 2

Proposal: Request to annex, assign land use classification of Urban Core Neighborhood Activity Center (UCAC-1) and assign zoning of General Residential District (RG-2). The property is currently classified as Mixed Use (High Density) and zoned High Industrial (HI) by Richland County

Applicant: Vulcan Lands, Inc.

Staff Recommendation: Approval

PC Recommendation: 04/01/2019; Approval (7-0)

First reading approval was given on May 21, 2019.

13. ANNEXATION, COMPREHENSIVE PLAN MAP AMENDMENT, AND ZONING MAP AMENDMENT - 88 Hillmark Drive; TMS# 07216-04-03 - *Approved on second reading.*

Ordinance No.: 2019-028 Annexing and Incorporating 88 Hillmark Drive, Richland County TMS #07216-04-02 into the Plan Columbia Land Use Plan Putting the Pieces Together adopted by Ordinance No.: 2015-014 on February 17, 2015 - *Approved on second reading.*



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Council District: 2

Proposal: Request to annex, assign land use classification of Urban Edge Residential Large Lot (UER-2) and assign zoning of Single Family Residential District (RS-1). The property is currently classified as Mixed Use (High Density) and zoned Single Family Residential-Low Density (RS-LD) by Richland County.

Applicant: Majed Salaymeh

Staff Recommendation: Approval

PC Recommendation: 4/01/2019; Approval (7-0)

First reading approval was given on May 21, 2019.

14. FUTURE LAND USE MAP CONFIRMATION AMENDMENT - 120 Sparkleberry Crossing Road; TMS#25705-07-29 - *Approved on second reading.*

Ordinance No.: 2019-026 - Amending the City of Columbia Comprehensive Plan 2018 Future Land Use Map to include 120 Sparkleberry Crossing Road; Richland County TMS# 25705-07-29; annexed by Ordinance No.: 2019-023 enacted May 7, 2019 - Approved on second reading.

Council District: 4

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

Applicant: Sparkleberry Crossing Retail, LLC

Staff Recommendation: Approval

PC Recommendation: 03/04/2019; Approval (7-0)

First reading approval was given on May 21, 2019.



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15. ZONING MAP AMENDMENT CONFIRMATION - 120 Sparkleberry Crossing Road; TMS# 25705-07-29 - *Approved on second reading.*

Council District: 4

Proposal: Request to affirm zoning of General Commercial District (C-3). The property is currently classified as Mixed Use Corridor and zoned General Commercial (GC) by Richland County.

Applicant: Sparkleberry Crossing Retail, LLC.

Staff Recommendation: Approval

PC Recommendation: 03/04/2019; Approval (7-0)

First reading approval was given on May 21, 2019.

16. ZONING MAP AMENDMENT - 2508 Chestnut Street; TMS# 11509-02-02 - *Approved on second reading.*

Council District: 2

Proposal: Request to rezone the parcel from RG-1 to C-3

Applicant: Larry D. Patterson

Staff Recommendation: Approval

PC Recommendation: 03/04/2019; Approval (7-0)

First reading approval was given on May 21, 2019.



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17. ZONING MAP AMENDMENT - 1517 Gregg Street; TMS# 11403-10-05 - *Approved on second reading.*

Council District: 2

Proposal: Request to rezone the parcel from C-1 and C-3 to C-1

Applicant: Richard E. Carlisle, CAN Community Health, Inc.

Staff Recommendation: Approval

PC Recommendation: 03/04/2019; Approval (7-0)

First reading approval was given on May 21, 2019.

18. ZONING TEXT AMENDMENT - Amend §17-258 - Body Piercing and Tattoo Establishment

Ordinance No.: 2019-035 Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 17, Planning, Land Development and Zoning, Article III, Zoning, Division 8, District Descriptions, Use and Dimensional Regulations, Sec. 17-258 Table of permitted uses, SIC 7298 Massage parlors, spas - *Approved on second reading.*

Proposal: Amend the text of §17-258 -Table of Permitted Uses (SIC 7298) to permit body piercing facilities and tattoo establishments by special exception in C-5 (Central Business District).

Applicant: Daniel J. Rickenmann, Columbia City Council

Pertinent Section: Chapter 17, Article III, Division 8, Amend §17-258 - Table I - Table of Permitted Uses #7298

Staff Recommendation: Approval

First reading approval was given on May 21, 2019.

19. ZONING TEXT AMENDMENT - Amend §17-401 to Exempt Signage Associated with the Regional Transit Authority at Transit Stops

Ordinance No.: 2019-036 Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 17, Planning, Land Development and Zoning, Article III, Zoning, Division 12, Signs, Sec. 17-401 Definitions, Sign - *Approved on second reading.*



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Proposal: Amend the text of §17-401 to exclude signage installed by the Regional Transit Authority at Transit Stops from the definition of Sign.

Applicant: Krista Hampton, Director of Planning and Development Services

Pertinent Section: Chapter 17, Article III, Division 12, Amend §17-401- Definitions

Staff Recommendation: Approval

PC Recommendation: 04/01/2019; Approval (7-0)

First reading approval was given on May 21, 2019.

20. Ordinance No.: 2019-032 - Annexing 111 Sparkleberry Crossing Road; TMS# 25705-07-26 - *Approved on second reading.*

Council District: 4

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

Applicant: Frost Partners, LLC

Staff Recommendation: Approval

PC Recommendation: 05/06/2019; Approval (7-0)

First reading approval was given on May 21, 2019.

21. Ordinance No.: 2019-027 Amend Sec. 19-35 Receptacle requirements; placement of receptacles - *First reading approval was given on May 21, 2019. - Approved on second reading.*
22. Ordinance No.: 2019-034 Authorizing the City Manager to execute a Contract of Sale for the transfer of 2924 Hope Avenue, Richland County TMS #11313-12-07 - *First reading approval was given on May 21, 2019. - Approved on second reading.*
23. Resolution No.: R-2019-050 Authorizing consumption of beer and wine only within Boyd Plaza adjacent to the Columbia Museum of Art for the Contemporaries Annual Meeting on Wednesday, June 12, 2019 - *Approved*



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24. Resolution No.: R-2019-051 Authorizing consumption of beer and wine only within Boyd Plaza adjacent to the Columbia Museum of Art for the Artful Cinema on Thursdays, July 25, August 1, August 8 and August 15, 2019 - *Approved*

PRESENTATIONS

Ms. Teresa Wilson, City Manager recognized Police Chief Holbrook for 5-years of service with the City of Columbia. We talk a lot about the progress that has been made under his leadership. He just celebrated his oldest son's wedding; his daughter's accomplishments in school; and his middle son's work ethic with our Parks & Recreation Department. He and Michelle are a part of the fabric of our community. He's a policeman's chief. He's a 21st century policing champion and has been honored for such. He is truly a member of this community and my friend.

25. Recognition of Columbia Youth Commission - The Honorable Mayor Stephen K. Benjamin

Mayor Benjamin said I am so excited as we engage Generation Z. We often talk about young people being the future of this City. We are actually seeing young people lead right now. We asked young people across Richland One, Richland Two, Richland-Lexington Five, and our private schools to conduct an election. We had 3,000 votes and ended up with our first Columbia Youth Commission. These young people have been elected to represent their peers. We are going to swear in our new Columbia Youth Commission: Ms. Hayden Cohen, Ms. London Patel, Mr. Ronit Pathak, Ms. Laney Strickland, and Ms. Sha'Niah Williams. Also elected were: Savannah Folding, Tyganda Gilmore, Shiyana Gilbert, and Faith Robertson. He recognized Lauren Harper for her efforts in pulling together the Youth Commission.

26. SAVVY Arts Venture Challenge - Mr. David Cutler, USC School of Music Director of Music Entrepreneurship and SAVVY Founder

Mr. David Cutler, USC School of Music Director of Music Entrepreneurship and SAVVY Founder said we are in the 6th season of the SAVVY Arts Venture Challenge. We have 75 artists who traveled from far away as Rwanda to be with us this week. We've identified eight local, non-art businesses or entities and we have eight teams of artists. The challenge involves pairing each team with the local organizations. Each partner identified three challenges that they faced. On Sunday, each team interviewed the liaison and narrowed it down to one challenge. This week, we are developing an arts based solution to the challenge. This evening each team will dine with a different partner to learn more about the community. He acknowledged the SAVVY team.



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Ms. Teresa Wilson, City Manager said we have two groups: members of our Police Department will meet at 1800 Main and another group including Leshia Utsey, Public and Media Relations Director; Missy Caughman, Budget and Program Management Director; and Pam Benjamin, Human Resources Director will engage with a group at Villa Tronco.

27. 2019 National Homeownership Month Proclamation - The Honorable Mayor Stephen K. Benjamin

Recognition of Palmetto Citizens Federal Credit Union as the "Partner in Excellence" Award Recipient and Ms. Jemma Smith as the "Preserving the Dream" Award Recipient - Ms. Gloria Saeed, Community Development Director

Ms. Gloria Saeed, Community Development Director said we are excited about Homeownership Month. On June 1, 2019, staff hosted a homeownership workshop with 20 people. On Saturday, June 8, 2019 we will celebrate part two of four All Access Columbia events. She recognized Mr. Sam Cox, Mortgage Manager for Palmetto Citizens Federal Credit Union as the Community Development Department's Partner in Excellence. She presented Ms. Jenna Smith with the Preserving the Dream Award.

Mayor Benjamin and the members of City Council proclaimed June 2019 as National Homeownership Month in the City of Columbia.

28. South Carolina Ag and Art Tour - Mr. John Newman, Chair of the Richland County Ag + Art Tour Planning Committee

Mr. John Newman, Chair of the Richland County Ag + Art Tour Planning Committee said the Ag + Art Tour started in York County in 2014 and it has since grown to ten counties. The Ag + Art Tour will be held in Richland County on June 29 and 30, 2019. The statewide tour has won tourism awards and we are very proud to be a part of it. We have five sites at farms and farmers' markets and ancillary sites that are related to local food, farming, and the arts. The tour is free to participants. A Taste of Ag + Art is scheduled for June 21, 2019.



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PUBLIC HEARING & ORDINANCE FIRST READING

29. Ordinance No.: 2019-009 - Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 5, Buildings and Building Regulations, Article VI to add Vacant Building Registration – *Approved on first reading.*

Mr. David Hatcher, Housing Official for the Code Enforcement Division / Columbia Police Department explained that the biggest complaint he receives is about vacant buildings. The issue is with people properly maintaining them. They pose a hazard over time and they create blight. This ordinance gives us the tools needed to enforce this and improve neighborhoods. The driving force is the Broken Window Theory of blight leading to crime and if we reduce blight, we can reduce crime. Most crime hotspots correlate with areas of boarded buildings. Through this ordinance we hope to identify the vacant buildings; establish local contacts; hold property owners accountable; discourage vacancies; reduce blight and crime; and revamp the boarded building ordinance. I researched over 15 other municipalities and counties across the country with vacant building registration ordinances. The City of Cayce and the City of Sumter has one. Our ordinance includes an annual renewal one year from the date they register; exemptions, a vacant building plan, a local agent, three categories, annual inspections, fees, and penalties. If the building is actively being marketed for sale or rent, the owner will be exempted from fees, but they still have to register. Other exemptions include buildings being renovated; buildings that serve as a primary residence for an owner who's away for an extended period of time; and government buildings. He reviewed the components of the vacant building plan; the categories; and the fees. The boarded building ordinance only allows for structures to be boarded for 90-days. I am proposing that we add an exception for a longer period with the requirement that owners use Plexiglas material instead of plywood. This ordinance gives us the tools to enforce vacant buildings.

Councilor Davis said David and his staff looked all over the country for comparisons and quality impact. We should continue to consider and hopefully approve this as a Council given the feedback we receive from people who live, work, and recreate in the City of Columbia. This will add to the better parts of the quality of life in the City.

Councilor McDowell said this puts more teeth in it. Some pieces of property can be rehabilitated and some have gone too long without anything being done. We understand that there are financial limitations associated with demolishing a house. All houses don't have to be demolished. This helps us to identify who owns pieces of property that have not been visited in a number of years.



COLUMBIA CITY COUNCIL MEETING MINUTES TUESDAY, JUNE 4, 2019

Councilor Baddourah said between now and second reading, I'd like to reach out to business owners and business associations that have commercial property and maybe define a different fee structure for residential and commercial properties, if that's possible or come up with a more realistic program when it comes to residential and commercial. I can move forward with first reading as long as we have more time to adjust.

Councilor McDowell asked if this applies to properties in communities with historical covering.

Mr. David Hatcher, Housing Official for the Code Enforcement Division / Columbia Police Department said they'd still have to register, but we wouldn't tear the houses down. That information will be included in the application process.

Councilor Davis said part of the issue is the demolition of a house. Demolition is not always the preferred result. If you demolish the property in a neighborhood, you have a vacant lot that's high maintenance. You don't want it to become a haven for people who don't intend to do the right thing. We did consider that and we don't particularly want to see a demolition happen.

Council opened the public hearing at 7:12 p.m.

Ms. Catherine Bruce, Waverly Community resident said I have objections to the ordinance because some of the language doesn't reflect the fact that we want to accommodate people with income issues or who are poor. The Broken Windows Theory has been challenged. We are not making a decision based on that. I heard that a lot of property is owned by organizations that are not paying taxes. Perhaps some of the burden can be shifted to the institutions so that everybody can register, but a fee isn't attached to low income people. I'd like to see a funding source for low income people trying to repair their property.

Ms. Doretha Bull, Lyon Street Community resident said the City Council is trying to eliminate poor, non-European people from the area. Why are we registering property that is already registered on the tax books? Why are we charging taxes and registration fees for the same property? Poor people like myself need assistance from the City to help us maintain our property. I pay \$2,000 a year to maintain my property. That means nothing to the people in the community. The Police Department only comes through when I'm on the property. This ordinance has not gone out to the community. It needs to be introduced to every homeowners' association in the City. Why can't you assist us with getting grant money to fix our properties?

Mayor Benjamin asked Ms. Gloria Saeed to discuss the Maintenance Assistance Program and the and PEAR Program with Ms. Bull.



**COLUMBIA CITY COUNCIL MEETING MINUTES
TUESDAY, JUNE 4, 2019**

Council closed the public hearing at 7:18 p.m.

Mayor Benjamin said let's take note of Ms. Bruce's points, as well and talk about those some more between now and later.

Upon a motion made by Mr. Duvall and seconded by Mr. Davis, Council voted unanimously to give first reading approval to Ordinance No.: 2019-009 - Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 5, Buildings and Building Regulations, Article VI to add Vacant Building Registration.

Mayor Benjamin said the press covered the work session aggressively. Let's continue to push the information out. From the discussion earlier and tonight, we found a few other ways to continue to work to perfect the ordinance. I do want to continue to focus on the issues regarding equity. Let's think of creative ways to give people the opportunity to improve their properties and at the same time making sure that they are not having to deal with blight in their communities that may affect their property values and their quality of life.

Council reopened the public hearing at 7:21 p.m.

Ms. Dana Taylor, Euclid Drive resident said some houses have been sitting there for 30-years. Something needs to be done to these abandoned places. I have a list of ten houses in one area and two of them have been there for the last 15-years. Seniors want houses built, not apartments.

Councilor Devine explained that there's nothing illegal about a house being vacant. Mr. Hatcher can let you know if the house has a code case. Sometimes it's hard to contact someone and that's what we're trying to address. If there are some that aren't on your list David, make sure you add them. Sometimes the neighborhoods don't recognize the challenges the City has in addressing some of these things. Code Enforcement has to do what they are able to do within the law. This is an opportunity to recognize that homeowners might need additional assistance and we need to know who to contact when there are issues. She asked David to share the status of the houses with the members of Council.

Councilor McDowell said budget constraints may be the issue.

Councilor Davis said this is an attempt to address exactly what you are talking about. People like you who worked for quite a while are now looking for affordable housing for seniors.



We Are Columbia

**COLUMBIA CITY COUNCIL MEETING MINUTES
TUESDAY, JUNE 4, 2019**

Mr. Ronald Hollis said my parents passed away and the kids inherited the house. We went through Probate Court and there are two executors of estate on file. I've sent certified letters to my siblings because I am going to stop paying property taxes and sell the house. It's one sibling who doesn't want to sell. I am in a predicament. What can I do?

Mayor Benjamin said there will be provisions for folks who are in your situation to not see the fines or enhanced registration fees if in fact you are facing a challenge with your family. We are going to aggressively pursue the house not being boarded up. There are ways to be aesthetically pleasing for the other residents. Those issues will be addressed case by case.

Councilor Devine said we have no control over taxes. If you don't pay your taxes, the County will sell the property for non-payment of taxes.

Mr. Ronald Hollis said siblings who don't want to sell, continue to pay the taxes.

Ms. Kay Patterson asked if the ordinance will also include buildings. I've seen buildings sit dormant for years.

Mayor Benjamin said it includes commercial property as well.

Council closed the public hearing at 7:30 p.m.

ORDINANCES - SECOND READING

30. Ordinance No.: 2019-033 Authorizing the City Manager to execute a Twelfth 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 May 7, 2019. – Second reading consideration was deferred.*



**COLUMBIA CITY COUNCIL MEETING MINUTES
TUESDAY, JUNE 4, 2019**

ZONING / PLANNING MATTERS - SECOND READING

31. ZONING MAP AMENDMENT - 1616 Gervais Street and 1620 Gervais Street, TMS# 11401-09-03 and 11401-09-05 - *Approved on second reading.*

Council District: 3

Proposal: Request to rezone the parcel from C-3 to C-3, -DD

Applicant: Jon E. McDonald, Harley Ellis Devereaux

Staff Recommendation: Approval

PC Recommendation: 03/04/2019; Approval (7-0)

First reading approval was given on May 21, 2019.

Upon a motion made by Mayor Benjamin and seconded by Mr. Baddourah, Council voted unanimously to give second reading approval to the *Zoning Map Amendment* for 1616 Gervais Street and 1620 Gervais Street, TMS# 11401-09-03 and 11401-09-05.

ORDINANCES - FIRST READING

32. Ordinance No.: 2019-042 Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 23, Utilities and Engineering, Article IV, Wastewater Service, Sec. 23-112 Violations; penalty – *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.: 2019-042 Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 23, Utilities and Engineering, Article IV, Wastewater Service, Sec. 23-112 Violations; penalty.

33. Ordinance No.: 2019-044 Granting an encroachment to The Grand for installation and maintenance of twelve (12) tables with umbrellas and forty-eight (48) chairs within the tree zone and sidewalk right of way areas of the 1600 block of Main Street adjacent to 1621 Main Street for use by its patrons for outdoor dining during normal business hours of 11:00 a.m. until 12:00 a.m. Monday through Thursday, 11:00 a.m. until 2:00 a.m. on Friday, 9:00 a.m. until 2:00 a.m. on Saturday and 9:00 a.m. until 12:00 a.m. on Sunday – *Approved on first reading.*



We Are Columbia

COLUMBIA CITY COUNCIL MEETING MINUTES TUESDAY, JUNE 4, 2019

Upon a motion made by Mr. Duvall and seconded by Mr. Baddourah, Council voted unanimously to give first reading approval to Ordinance No.: 2019-044 Granting an encroachment to The Grand for installation and maintenance of twelve (12) tables with umbrellas and forty-eight (48) chairs within the tree zone and sidewalk right of way areas of the 1600 block of Main Street adjacent to 1621 Main Street for use by its patrons for outdoor dining during normal business hours of 11:00 a.m. until 12:00 a.m. Monday through Thursday, 11:00 a.m. until 2:00 a.m. on Friday, 9:00 a.m. until 2:00 a.m. on Saturday and 9:00 a.m. until 12:00 a.m. on Sunday.

RESOLUTIONS

34. Resolution No.: R-2019-047 Authorizing the City Manager to execute an Intergovernmental Agreement between Richland County and the City of Columbia for the Innovista Transportation Projects 2 - Greene Street Improvements, Phase 2, SCDOT Project No. 0038231 from Huger Street to Gadsden Street; CF#332-14 - *Approved*

Upon a motion made by Mr. McDowell and seconded by Mr. Baddourah, Council voted unanimously to approve Resolution No.: R-2019-047 Authorizing the City Manager to execute an Intergovernmental Agreement between Richland County and the City of Columbia for the Innovista Transportation Projects 2 - Greene Street Improvements, Phase 2, SCDOT Project No. 0038231 from Huger Street to Gadsden Street; CF#332-14.

APPOINTMENTS

35. Planning Commission

Upon a motion made by Mayor Benjamin and seconded by Ms. Devine, Council voted unanimously to approve the reappointment of Ms. Latrell Harts to the Planning Commission for a second three-year term.

36. River Alliance

Upon a motion made by Mayor Benjamin and seconded by Ms. Devine, Council voted [5 to 1] to approve the appointment of Mr. Perry Orth to the River Alliance for a three-year term. Voting aye were Mr. McDowell, Mr. Baddourah, Ms. Devine, Mr. Davis, and Mayor Benjamin. Mr. Duvall voted nay.



**COLUMBIA CITY COUNCIL MEETING MINUTES
TUESDAY, JUNE 4, 2019**

37. Transportation Penny Oversight Committee

There was a consensus of Council to re-advertise the vacancy for a period of 14-days.

CONSIDERATION OF MATTERS DISCUSSED DURING THE WORK SESSION

No matters were discussed at this time.

CITY COUNCIL COMMITTEE REPORTS/REFERRALS

No committee reports or referrals were made at this time.

APPEARANCE OF THE PUBLIC

No one appeared at this time.

ADJOURNMENT

City Council recessed to Executive Session at 7:39 p.m. for the discussion of matters previously stated [during the Work Session].

Council adjourned the meeting at 8:43 p.m.

Respectfully submitted by:

Erika D. Moore, CMC
City Clerk



We Are Columbia

MEETING DATE: August 20, 2019

DEPARTMENT: Procurement and Contracts

FROM: Sandra Wright, Purchasing Agent

SUBJECT: Council is asked to approve Construction Change Order #4 for the project SS7333 Transmission System Operation & Maintenance Program (TSOMP) Supervisory Control & Data Acquisition (SCADA) Improvements, as requested by Columbia Water. Award to AAA Utility and Construction, LLC, in the amount of \$52,527.00. This firm is located in Columbia, SC.

PURPOSE: The original contract has the following sub-consultants providing services:

CITI, LLC of Charlotte, NC providing instrumentation and control systems at 48% (\$780,781.00) of the contract value.

Gregory Electric of Columbia, SC providing electrical installation of SCADA improvements at 11% (\$182,718.60) of the contract value.

The original budgeted amount of this Change Order is \$52,527.00.

REQUISITION NO.: R182675

FUNDING SOURCE & ORIGINAL BUDGET: Funding Source: 5529999-SS733301-658650; SS7333 TSOMP SCADA Improvements. Funds transferred to Account 5529999-SS733301-658650 from SS728801-Unforeseen and Miscellaneous for the change order amount of \$52,527.00.

BUSINESS PROGRAM: Local Business Enterprise Program

CLEAN WATER 2020?: Yes

FOCUS AREAS: Economic Prosperity - Endless Possibilities

Additional funding is respectfully requested in the amount of \$52,527.00 to fulfill the balance of the subject construction change order.

The contract price including Construction Change Orders 1 through 3 is \$1,799,570.65. With approval of this Construction Change Order increase for \$52,527.00, the revised awarded contract amount will be \$1,852,097.65.

Services to be performed are outside of City Council Districts. The Office of the City Attorney has reviewed this Change Order and the ACM for Columbia Water, as well as the Director of Utility Operations recommends approval.

ATTACHMENTS:

- **#a:** SS7333 TSOMP SCADA Improvements CO#4 (PDF)
- **#b:** Correspondence SS7333 TSOMP SCADA Improvements CO#4 (PDF)
- **#c:** Wexhurst P.S. Map - SS7333 TSOMP SCADA Improvements CO#4 (PDF)



We Are Columbia

CIP# SS7333
TSOMP SCADA Improvements
Change Order #4
July 18, 2019

Description of Change: A modification of the Contract Agreement between the City of Columbia (City) and AAA Utility and Construction LLC (Contractor) is requested in order to compensate the Contractor for additional work requested by the City. All other provisions of the Agreement, except as herein modified or changed, remain in full force and effect.

Reason for Change: The requested change is as described in the attached Proposed Change Order Request #4. See attached Change Order Summary, dated July 8, 2019, Individual Change Order Request.

Funding Source:

Approved Project Contingency Funds and Increase in PO

Proposed Change and Basis for Payment:

Approved Contingency Funds:

Original Council Award:	\$1,623,368.40
Total Contingency:	\$162,336.84
Previous Change (reduction):	\$176,202.25
This change (reduction):	\$0
Revised Owner's Contingency Allowance:	\$0

TOTAL PROJECT:

Original contract price:	\$1,623,368.40
Previous change orders:	\$176,202.25
This change:	\$52,527.00
Revised contract price:	\$1,852,097.65

Contractual Completion Date:

Start Date: June 11, 2018
Time Extension Due to Inclement Weather: 0
Time Extension Due to Change Order: 60 (previous) + 30 (CO #4) = 90 days total
Substantial Completion Date: July 11, 2019
Final Completion Date: September 9, 2019

This Change is Acceptable:

AAA Utilities

By: SEE ATTACHED

Title: _____

City of Columbia:

Recommended for Approval: Construction Coordinator
M. Kristen Puckett Assoc. AIA

Recommended for Approval: Sr. Construction Coordinator
O Sam Catoe

Recommended for Approval: Asst. City Eng. for Const.
Michael F. Sheu, P. E.

Attachments: Change Order Documentation

CIP #SS7333
Change Order #4
Page 2

APPROVED AS TO FORM

Legal Department City of Columbia, SC

SE-380

• 2016 Edition

CHANGE ORDER NO.: 4**CHANGE ORDER TO CONSTRUCTION CONTRACT**AGENCY: City of Columbia ProcurementPROJECT NAME: TSOMP SCADA ImprovementsPROJECT NUMBER: SS7333CONTRACTOR: AAA Utility and Construction LLCCONTRACT DATE: 5/24/2018This Contract is changed as follows: *(Insert description of change in the space provided below)*

A modification of the contract agreement is required to remove the current generator at the Wexhurst Pump Station and replace with a 45kw Olympian generator from CAT. Dominion will run natural gas to the lift station but bill the City of Columbia directly for \$5,698.36 as the city is the account holder for the pump station. A new automatic transfer switch will be installed along with all other necessary electrical modifications. All electrical modifications will be made in accordance with RFI #8.

ADJUSTMENTS IN THE CONTRACT SUM:

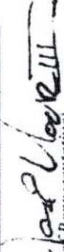
1. Original Contract Sum:
2. Change in Contract Sum by previously approved Change Orders:
3. Contract Sum prior to this Change Order
4. Amount of this Change Order:
5. New Contract Sum, including this Change Order:

	\$ 1,623,368.40
\$176,202.25	
\$1,799,571.25	
\$52,527	
\$1,852,098.25	

ADJUSTMENTS IN THE CONTRACT TIME:

1. Original Substantial Completion Date:
2. Sum of previously approved increases and decreases in Days:
3. Change in Days for this Change Order
4. New Final Completion Date:

60	Days	365
30	Days	
September 9, 2019		455

CONTRACTOR ACCEPTANCE:BY: 
(Signature of Representative)Print Name: James MockDate: 07/01/2019**A/E RECOMMENDATION FOR ACCEPTANCE:**BY: 
(Signature of Representative)Print Name: Robert D. WestDate: 7/08/2019**AGENCY ACCEPTANCE AND CERTIFICATION:**BY: _____
(Signature of Representative)

Print Name: _____

Date: _____

Change is within Agency Construction Contract Change Order Certification of: \$ _____ Yes ☐ No ☐

Office of the State Engineer Authorization for change exceeding Agency Construction Contract Change Order Certification:

AUTHORIZED BY: _____
(OSE Project Manager)

DATE: _____

SUBMIT THE FOLLOWING TO OSE

1. SE-380, fully completed and signed by the Contractor, A/E and Agency;
2. Detailed back-up information from the Contractor/Subcontractor(s) that justifies the costs and schedule changes shown.
3. If any item exceeds Agency certification, OSE will authorize the SE-380 and return to Agency.

APPROVED AS TO FORM

SE-380


 Legal Department City of Columbia, SC

Wexhurst Change Order #8 Breakdown		
AAA Utility and Construction		
Item	Total Price	
Electrical Modifications	\$6,641.41	
Dominion Install Gas Line	\$0.00	
Generator	\$31,625.00	
Install Generator	\$14,260.59	
Total	\$52,527.00	

Note: Cost for Dominion to extend natural gas service to the site is \$5,698.36 (per Dominion quote) and will be directly billed to the City as the account holder.

Bob West

From: James Mock <jmock@aaaauac.com>
Sent: Monday, July 01, 2019 11:58 AM
To: Bob West
Subject: Fwd: 124 Newbond Way Lift Station Quote for Natural Gas

WARNING: This message lacks best-practice sender-verification markers. Unless the message and its contents are expected you should not click links or open attachments. - BC Cyber Security Team

----- Forwarded message -----

From: **BOUKNIGHT, GRANT** <GRANT.BOUKNIGHT@scana.com>
Date: Wed, Jun 26, 2019 at 8:56 AM
Subject: 124 Newbond Way Lift Station Quote for Natural Gas
To: James Mock <jmock@aaaauac.com>
Cc: DELOACH, H R DWIGHT (SCE&G - 5) <hrrdeloach@scana.com>, JARRATT, VALMOND JOHN (SCE&G - 5) <Valmond.Jarratt@scana.com>, BOUKNIGHT, GRANT (SCE&G - 5) <GRANT.BOUKNIGHT@scana.com>

James,

We have a quote ready for 124 Newbond way lift station. The cost associated in aid to construction will be \$5,698.36. I will get back to you as soon as possible for the cost of the Harbison lift station.

Also, I will be out for several weeks due to the birth of my child. Dwight Deloach who you have been speaking to and is CC on this email will be a great continued contact. If you have questions regarding billing, John Jarratt (803-217-6048) will assist in that matter once I am gone. I have copied him on the email as well for contact purposes.

Please let me know if you have any questions and if you would like to proceed so we can create an invoice for this project.

Thank you,

Grant Bouknight

From: James Mock <jmock@aaaauac.com>
Sent: Wednesday, June 12, 2019 9:31 AM

The Converse Building
250 Berryhill Road, Suite 104
Columbia, SC 29210

T: 803.873.9701
F: 803.873.9702



July 8, 2019

TRANSMITTED via E-Mail

Kristen Puckett
City of Columbia / Construction Management
1136 Washington Street
Columbia, South Carolina 29201

149275

Subject: CIP #SS7333 FMCA and SCADA Improvements
AAA Utility and Construction, LLC – Change Order #4

Dear Ms. Puckett:

Included with this letter, via e-mail transmission, is the proposed Change Order 4 from AAA Utility and Construction, LLC. As requested by City Staff, this change order addresses the deletion of the "Add-A-Phase" device at the Wexhurst Pump Station (PS210).

The origin of this Change Order is AAA's RFI# 8. In addition to the panel modifications outlined in the RFI, the contractor will replace the current generator with a 45kW Olympian generator (by Caterpillar), install an extension of natural gas service to the site with Dominion, and provide an automatic transfer switch as part of the electrical improvements. Cost of this change order to AAA is \$52,527.00 and the time extension requested is 30 days. The contract completion date will become September 9, 2019. Also, note that there will be an additional charge from Dominion (SCANA) for extending natural gas service to the site, totaling \$5,698.36, billed directly to the City as the account holder.

We have been actively involved with evaluating the requirements of the initial RFI and developing the solution incorporated within this proposed change order. We believe the pricing is fair and reasonable and that the scope addresses all necessary components. **Contingent on AAA's ability to procure the available generator, it is our recommendation that the Change Order be accepted by the City.**

Kristen Puckett
City of Columbia / Construction Management
July 8, 2019
Page 2

Feel free to contact me should you have any questions or concerns.

Sincerely,

Brown and Caldwell



Robert D. West, P.E., Senior Manager

cc: David Welsford, AAA
Emilia Floyd (Clean Water 2020)

Attachments

1. Change Order #4

Pump Station Technical Specifications

Wexhurst Pump Station

Location/Address: 124 Newbond Way
Columbia, SC 29212

Station ID #: 210

Coordinates: 34° 05.260' N, 081° 13.221' W



Pump Station Location Map



We Are Columbia

MEETING DATE: August 20, 2019

DEPARTMENT: Assistant City Manager of Columbia Water

FROM: *Clint Shealy, Assistant City Manager of Columbia Water*

SUBJECT: Council is asked to approve the Annual Drinking Water Fee for Fiscal Year 2019/2020, as requested by Columbia Water. Award to the South Carolina Department of Health and Environmental Control in the amount of \$60,229.00. This firm is located in Columbia, SC.

REQUISITION NO.: R199761

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

CLEAN WATER 2020?: No

The attached invoice in the amount of \$60,229.00 is forwarded for your approval. This invoice is for our annual drinking water fee with the South Carolina Department of Health and Environmental Control. This fee covers routine laboratory monitoring and services provided by SCDHEC.

The total amount of this invoice will be funded 50/50 from 5516206 639900 (CCWTP) and 5516207 639900 (LMWTP) budgets - The original budgeted amount is \$60,000.00.

ATTACHMENTS:

- **#a:** SCDHEC ANNUAL FEE 19-20 (PDF)



S.C. Department of Health and
Environmental Control

APRIL 12, 2019

CITY OF COLUMBIA (4010001)
CLINT SHEALY
300 LAUREL ST
COLUMBIA, SC 29201

** enter requisition
for new fiscal year (19-20)
when able.*

*5516206/5516207 -
50/50*

Drinking Water Fee Sample Calculation Sheet

1. Enter the current number of Taps on your system:	144,914
Currently 131,713 residential taps, 13,201 non residential taps	
Use Table 1:	
2. Enter the value from column 'A' that corresponds with the number in line 1:	43,739.30
3. Enter the range value from column 'B' that corresponds with the number in line 1:	100,000
4. Subtract line 3 from line 1:	44,914.00
5. Enter the value from column 'C' that corresponds with the number in line 1:	.12
6. Multiply line 4 by line 5:	5,390.00
Use Table 2:	
7. Enter the value from Table 2 that corresponds with the number in line 1:	7,500.00
Use Table 3:	
8. Enter the number of groundwater sources that provide water to your system on a permanent basis:	0
9. Enter the value from column 'D' that corresponds with the number in line 1:	.00
10. Multiply line 8 by line 9:	.00
11. Enter the number of surface water sources that provide water to your system on a permanent basis:	2
12. Enter the value from column 'E' that corresponds with the number in line 1:	1,800.00
13. Multiply line 11 by line 12:	3,600.00
14. Add line 10 and line 13:	3,600.00
15. Enter the value of line 14: or 7,500.00 whichever is less:	3,600.00
16. Total Fee Due: Add lines 2, 6, 7 and 15:	60,229.00

** Use whole numbers. If >.50 round up. If <.50 round down. **

CITY OF COLUMBIA (4010001)
CLINT SHEALY
300 LAUREL ST
COLUMBIA, SC 29201

R199761

10. a

10

10

10

10



BUREAU OF WATER

Date: April 12, 2019

To: Owners/Operators of Community and Non-Transient, Non-Community Public Water Systems

RE: Projected Fee for Fiscal Year 2020

Enclosed is a completed Department of Health and Environmental Control Drinking Water Fee Calculation Form. The completed form contains your **proposed projected fee** for FY 2020 (July 1, 2019 – June 30, 2020). The fee (line 16) was calculated based on the number of taps and permanent water sources for your public water system. Please review the information contained on this form.

IF YOU DO NOT AGREE with either the number of taps (line 1), the number of permanent groundwater sources (line 8), or the number of permanent surface water sources (line 11), please correct and sign the enclosed form and return it to the address listed below by May 30, 2019.

Attention: Marty E. Chaney
SC DHEC - Bureau of Water
2600 Bull Street
Columbia, SC 29201

Any discrepancies will be forwarded to the appropriate Environmental Quality Control District Office for confirmation.

IF YOU AGREE with the information on the calculation form, **no further action is necessary.**

PLEASE NOTE: THE ENCLOSED FORM IS NOT AN INVOICE. Invoices for FY 2020 will be mailed on or about July 25, 2019. **Please do not forward your payment until the invoice is received.**

Thank you for your cooperation in the matter. If you have any questions concerning the form or the contents of this letter, please contact Marty Chaney at (803) 898-3554.

Sincerely,

Marty E. Chaney
Program Coordinator
Drinking Water Compliance Monitoring Section

Enclosure: Drinking Water Fee Calculation Sheet



SUMMARY OF SDWA FEE SERVICES – Fiscal Year 2020

I. INTRODUCTION

The Safe Drinking Water Act (SDWA) Fee program was enacted in July 1993 to help water systems in the state comply with new unfunded federal mandates. The program provides the resources for South Carolina Department of Health and Environmental Control (DHEC) to continue as the primacy agency and gives DHEC the responsibility to conduct federally mandated water testing for all water systems in the state. The fee to be paid by each water system is based upon three components: (A) Administration, (B) Distribution Monitoring and, (C) Entry Point to Distribution System (EPTDS) Monitoring.

The following is a list of the Safe Drinking Water Act services that either are or will be provided by the Department for: Community Water Systems (CWS), Non-Transient Non-Community Water Systems (NTNCWS), Transient Non-Community Water Systems (TNCWS); and State Water Systems (SWS).

II. COMMUNITY WATER SYSTEMS (CWS) AND NON-TRANSIENT NON-COMMUNITY WATER SYSTEMS (NTNCWS)

(A) **ADMINISTRATION:** This component of the fee applies to **ALL** CWS and NTNCWS and is based upon a sliding scale where each system pays the same amount for each service connection within a given range. It provides the resources necessary for DHEC to maintain primacy. This fee component allows DHEC to provide the following services for these public water systems:

1. **EMERGENCY RESPONSE:** Both the Emergency Response Team and the Bureau of Water staff are available 7 days a week, 24 hours a day in the event of a water quality crisis in the state. Our state's potable water supplies have been threatened in the past by both natural and man-made hazards. The Department has responded with personnel and equipment to collect and analyze water samples and to offer advice and coordination of response efforts.
2. **SECURITY ISSUES:** The Department conducts training seminars to assist water systems in bioterrorism and security issues. Department staff is involved in multi-media workgroups to assess vulnerability and response to terrorist attacks.
3. **SANITARY SURVEYS:** The sanitary survey helps the water systems comply with all federal and state regulations and gives the Department staff a chance to spot potential problem areas based on their knowledge of upcoming regulations.

4. **TECHNICAL ASSISTANCE:** Some of the technical assistance programs that are provided by the Department are as follows:
 - a. **Regulation Interpretation:** The Department serves as a liaison between the state's water systems and the Environmental Protection Agency (EPA). Complex federal regulations often require a certain amount of interpretation based on individual circumstances.
 - b. **Training:** The Department conducts training seminars to help keep the water systems informed about current and future regulations. Department staff is also involved in operator training schools and are readily available to make presentations to local, state and national organizations concerning drinking water issues.
 - c. **Consulting:** The Department staff is often called upon to answer questions from water systems, engineers or the public, concerning water quality, water treatment, water system design, and water system construction. Staff members are constantly updating their knowledge of water treatment techniques and passing this knowledge on to systems as they experience problems with water quality. The Department also has plans to expand the technical assistance programs to place more emphasis on on-site investigation and resolution of water quality problems for all system types and sizes.
5. **WATER SYSTEM PERMITTING:** The Department reviews and approves engineering plans and specifications prior to new construction, modification or expansion of any public drinking water system in the state. This review ensures compliance with state and federal regulations which set forth standards for water system design.
6. **ENGINEERING REPORT REVIEW:** Preliminary Engineering Reports and Engineering Evaluations addressing water system upgrades, regulatory compliance and/or consolidation are reviewed by the Department. By reviewing these documents, the Department can offer suggestions to design engineers prior to the submittal of final plans and specifications or offer viable alternatives for systems that are out of compliance.
- (B) **DISTRIBUTION MONITORING:** This component of the fee applies to CWS and NTNCWS (except as noted) and is based upon a fixed charge that varies upon system size. Water testing increases as a water system's size increases. **The estimated cost of compliance distribution monitoring is approximately \$1,000 to \$18,000 per year.** This fee component includes sample collection and laboratory analysis for the following:
 1. **LEAD AND COPPER SAMPLE ANALYSIS: (2 contaminants)** Service includes delivery and return shipment of sample bottles. The water system's population determines the number of samples required. A system may receive anywhere from 5 to 100 bottles. Most systems are on reduced monitoring (i.e., one round of sampling every 3 years). Staff contact is Idris Liban at (803) 898-3573 or libani@dhec.sc.gov.
 2. **TOTAL TRIHALOMETHANES/HALOACETIC ACIDS (TTHM/HAA): (9 contaminants) -** For surface water systems and ground water systems under the direct influence of surface water and that treat their source water, and master-metered systems that purchase treated water from other water systems. Required monitoring is quarterly or annually depending upon source water type and population served. Staff contact is Wendi Smith at (803) 898-4149 or smithwa@dhec.sc.gov.

(C) **ENTRY POINT TO DISTRIBUTION MONITORING (EPTDS):** This component does not apply to master-metered systems or any system that buys its water from another water system. This component is based upon a fixed charge per active source that varies with system size (not to exceed \$7,500.00). **The estimated cost of compliance monitoring for each EPTDS is approximately \$2,000 to \$10,000 per year.** Water testing is required for each entry point to the distribution system. Staff contact is Megan Johnson at (803) 898-4156 or johnsomm@dhec.sc.gov. This fee component includes sample collection and laboratory analyses for the following contaminants:

1. **VOLATILE ORGANICS (VOC):** One sample is collected between 2014 -2019 for all groundwater systems below the detection limit. One sample is collected every year for surface water systems. For EPTDS with results above the detection limit, sampling occurs on a quarterly basis.
2. **INORGANICS, METALS & FLUORIDE (IOC):** All surface water EPTDS are monitored on an annual basis for IOCs. All ground water systems are monitored on a three (3) year cycle (2017-2019). If the MCL is exceeded, sampling occurs on a quarterly basis.
3. **NITRATE:** Annually for all EPTDS. If the initial results are 50% or greater than the MCL, sampling will occur on a quarterly basis.
4. **NITRITE:** One sample between 2011 - 2019 for all EPTDS. If the initial result is 50% or greater than the MCL, sampling will be conducted on a quarterly basis.
5. **SYNTHETIC ORGANICS (SOC):** All surface water EPTDS are monitored on an annual basis for SOCs. All groundwater systems with a population greater than 3,300 are monitored once every 3 years between 2017 – 2019. All groundwater systems with a population equal to or less than 3,300 are monitored once every nine (9) years between 2011- 2019. Upon detection of a contaminant, the EPTDS is placed on quarterly monitoring.
6. **RADIONUCLIDES:** Applies to CWS only. A new system is subject to initial monitoring protocol, four (4) consecutive quarters of sampling. After initial monitoring, an EPTDS is placed on one of the following monitoring cycles: 9 Year < detection limit; 6 Year based on > detection limit but less than ½ the MCL; 3 Year > ½ the MCL but < MCL; Quarterly > MCL. Staff contact is Megan Johnson at (803) 898-4156 or johnsomm@dhec.sc.gov.

III. TRANSIENT NON-COMMUNITY WATER SYSTEMS (TNCWS), STATE WATER SYSTEMS (SWS) AND WATER VENDING MACHINES

Fees are based on a fixed rate. The services listed in the Administration section are also provided to these systems.

(A) **TRANSIENT NON-COMMUNITY WATER SYSTEMS (TNCWS)**

1. **DISTRIBUTION MONITORING:**

- a. **COLIFORM MONITORING:** A minimum of one (1) routine sample is collected during the calendar year. New TNCWS require four (4) consecutive quarters of initial monitoring. If

a sanitary survey has not been completed in the last three (3) years, then the system returns to quarterly monitoring until such time that a sanitary survey is conducted. If a system has an Unsatisfactory (UNSAT) sanitary survey, they are placed on quarterly monitoring until the UNSAT sanitary survey is resolved and upgraded to either a Needs Improvement rating or a Satisfactory rating. Staff contact is Connie Zeigler at (803) 898-0279 or zeiglecl@dhec.sc.gov. In the event of a total coliform positive sample in the distribution, if the system is served by their own groundwater source, then source samples will be collected to comply with SDWA.

2. ENTRY POINT TO DISTRIBUTION MONITORING (EPTDS):

- a. **NITRATE:** Annually at each EPTDS.
- b. **NITRITE:** One sample at each EPTDS between 2011 - 2019.

(B) STATE WATER SYSTEMS (SWS)

1. DISTRIBUTION MONITORING:

- a. **COLIFORM MONITORING:** A minimum of one (1) routine sample is to be collected during the calendar year. New SWS require four (4) consecutive quarters of initial monitoring. If a sanitary survey has not been completed in the last five (5) years, then the system returns to quarterly monitoring until such time that a sanitary survey is conducted. If a system has an Unsatisfactory (UNSAT) sanitary survey, they are placed on quarterly monitoring until the UNSAT sanitary survey is resolved and upgraded to either a Needs Improvement rating or a Satisfactory rating. Staff contact is Connie Zeigler at (803) 898-0279 or zeiglecl@dhec.sc.gov. In the event of a total coliform positive sample in the distribution, if the system is served by their own groundwater source, then source samples will be collected to comply with SDWA.

2. ENTRY POINT TO DISTRIBUTION MONITORING (EPTDS):

- a. **NITRATE:** One routine sample at each EPTDS between 2011 – 2019.

(C) WATER VENDING MACHINES

1. DISTRIBUTION MONITORING:

- a. **COLIFORM MONITORING:** A minimum of one (1) routine sample is collected during the calendar year. New TNCWS require four (4) consecutive quarters of initial monitoring. If a sanitary survey has not been completed in the last three (3) years, then the system returns to quarterly monitoring until such time that a sanitary survey is conducted. If a system has an Unsatisfactory (UNSAT) sanitary survey, they are placed on quarterly monitoring until the UNSAT sanitary survey is resolved and upgraded to either a Needs Improvement rating or a Satisfactory rating. Staff contact is Connie Zeigler at (803) 898-0279 or zeiglecl@dhec.sc.gov.

**TABLE 1: PROGRAM ADMINISTRATION**

SYSTEM SIZE (number of Taps)	Column A	Column B	Column C
1 to 10	\$0.00	0	\$14.38
11 to 25	\$143.80	10	\$9.60
26 to 50	\$287.80	25	\$7.76
51 to 100	\$481.80	50	\$5.75
101 to 500	\$769.30	100	\$3.85
501 to 1,000	\$2,309.30	500	\$2.88
1,001 to 5,000	\$3,749.30	1,000	\$1.96
5,001 to 10,000	\$11,589.30	5,000	\$1.44
10,001 to 15,000	\$18,789.30	10,000	\$0.92
15,001 to 25,000	\$23,389.30	15,000	\$0.46
25,001 to 50,000	\$27,989.30	25,000	\$0.29
50,001 to 100,000	\$35,239.30	50,000	\$0.17
100,001 and above	\$43,739.30	100,000	\$0.12

TABLE 2: DISTRIBUTION MONITORING

SYSTEM SIZE (number of Taps)	FIXED RATE
1 to 10	\$262.50
11 to 25	\$262.50
26 to 50	\$262.50
51 to 100	\$262.50
101 to 500	\$750.00
501 to 1,000	\$750.00
1,001 to 5,000	\$3,750.00
5,001 to 10,000	\$3,750.00
10,001 to 15,000	\$3,750.00
15,001 to 25,000	\$7,500.00
25,001 to 50,000	\$7,500.00
50,001 to 100,000	\$7,500.00
100,001 and above	\$7,500.00

SYSTEM SIZE (number of Taps)	GROUNDWATER	SURFACE
	rate per source COLUMN D	rate per source COLUMN E
1 to 10	\$250.00	\$500
11 to 25	\$250.00	\$500
26 to 50	\$450.00	\$800
51 to 100	\$450.00	\$800
101 to 500	\$1,250.00	\$1,800
501 to 1,000	\$1,250.00	\$1,800
1,001 to 5,000	\$1,250.00	\$1,800
5,001 to 10,000	\$1,250.00	\$1,800
10,001 to 15,000	\$1,250.00	\$1,800
15,001 to 25,000	\$1,250.00	\$1,800
25,001 to 50,000	\$1,250.00	\$1,800
50,001 to 100,000	\$1,250.00	\$1,800
100,001 and above	\$1,250.00	\$1,800



FY 2020 SAFE DRINKING WATER ACT FEE SCHEDULE

SYSTEM SIZE (NUMBER OF TAPS)	PROGRAM ADMINISTRATION (BASE AMOUNT + RATE PER TAP)		DISTRIBUTION MONITORING		SOURCE MONITORING RATE/SOURCE	
	BASE	RATE PER TAP	FIXED RATE		GROUND WATER	SURFACE WATER
1 to 10	\$0.00	\$14.38	\$262.50		\$250	\$500
11 to 25	\$143.80	\$9.60	\$262.50		\$250	\$500
26 to 50	\$287.80	\$7.76	\$262.50		\$450	\$800
51 to 100	\$481.80	\$5.75	\$262.50		\$450	\$800
101 to 500	\$769.30	\$3.85	\$750.00		\$1,250	\$1,800
501 to 1,000	\$2,309.30	\$2.88	\$750.00		\$1,250	\$1,800
1,001 to 5,000	\$3,749.30	\$1.96	\$3,750.00		\$1,250	\$1,800
5,001 to 10,000	\$11,589.30	\$1.44	\$3,750.00		\$1,250	\$1,800
10,001 to 15,000	\$18,789.30	\$0.92	\$3,750.00		\$1,250	\$1,800
15,001 to 25,000	\$23,389.30	\$0.46	\$7,500.00		\$1,250	\$1,800
25,001 to 50,000	\$27,989.30	\$0.29	\$7,500.00		\$1,250	\$1,800
50,001 to 100,000	\$35,239.30	\$0.17	\$7,500.00		\$1,250	\$1,800
100,001 and above	\$43,739.30	\$0.12	\$7,500.00		\$1,250	\$1,800

OTHER PUBLIC WATER SYSTEMS

Transient Non-Community Systems:

Systems Serving More than 1 Tap but Less than 15 Taps and Serving Less than 25 People

Systems Serving 1 Tap and Serving Less than 25 People

Vending Machine

Fee: \$275

Fee: \$175

Fee: \$125

Fee: \$75

For the purposes of this fee schedule, tap is defined as a service connection, the point at which water is delivered to the consumer (building, dwelling, commercial establishment, camping space, industry, etc.) from a distribution system, whether metered or not and regardless of whether there is a user charge dwelling, for the consumption of the water.



We Are Columbia

MEETING DATE: August 20, 2019

DEPARTMENT: Procurement and Contracts

FROM: Sandra Wright, Purchasing Agent

SUBJECT: Council is asked to approve the purchase of three (3) Nissan King Cab 4x2 Trucks for Wastewater Maintenance, as requested by Columbia Water. Award to Benson Ford, using the South Carolina State Contract in the amount of \$71,591.70. This vendor is located in Easley, SC.

REQUISITION NO.: R198723

FUNDING SOURCE & ORIGINAL BUDGET: Funding Source: Utilities Wastewater Maintenance; 5516205-658500. The original budgeted amount is \$120,000.00.

CLEAN WATER 2020?: No

FOCUS AREAS: Innovative & High Quality Municipal Services

We respectfully request Council's approval for this purchase using the State of South Carolina Contract Vendor, Benson Ford, at the following cost plus sales tax.

	Quantity	Nissan Frontier SV King Cab 4x2	Totals
Base Price	3	\$20,462.00	\$61,386.00
Bedliner	3	\$295.00	\$885.00
Crew Cab Modification	3	\$1,697.00	\$5,091.00
Securable Folding Bedcover	3	\$600.00	\$1,800.00
Tow Package	3	\$250.00	\$750.00
Delivery Fee	3	\$59.90	\$179.70
SC State Taxes	3	\$500.00	\$1,500.00
PO Total			\$71,591.70

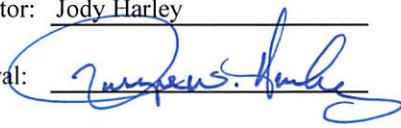
Sec 2-204. (9) of the City Ordinance. - Competitive sealed bidding required; exceptions. All city contracts shall be awarded by competitive sealed bidding except the following as determined pursuant to definitions and standards set by regulations, or except as otherwise

provided in this article: When purchasing through state contracts.

ATTACHMENTS:

- **#a:** Benson Ford Inc. State Contract Quote (PDF)

Department of Utilities & Engineering
Wastewater Division (UEWW)

Date: July 1, 2019Priority: 1stRequestor: Jody HarleyRequisition # R198723Approval: 

P.O. # _____

Type of Request <i>click all that apply</i>

Cost Account Number: 658500 AUTOS & TRUCKS

Qty	Unit	Price	Totals	Complete Description
3	Each	\$ 20,462.00	\$61,386.00	Nissan Frontier SV King Cab 4x4 I4
3	Each	\$ 295.00	\$885.00	Bedliner
3	Each	\$ 1,697.00	\$5,091.00	Crew Cab Modification
3	Each	\$ 600.00	\$1,800.00	Securable Folding Bedcover
3	Each	\$ 250.00	\$750.00	Tow Package
3	Each	\$ 59.90	\$179.70	Delivery Fee
			\$0.00	
			\$0.00	
			\$0.00	STATE CONTRACT # 4400019839
			\$0.00	
			\$0.00	
			\$0.00	
			\$0.00	
			\$0.00	
			\$0.00	

VENDOR Benson NissanContact: Ashby CrowPhone: 864-850-6440

Fax: _____

Subtotal:	\$70,091.70
Sales Tax:	\$5,607.34
Shipping & Handling:	\$0.00
Total Cost:	\$75,699.04

End User: Wastewater Maintenance**JUSTIFICATION:**

New Trucks for additional utility locators & inspectors

DeAna Reed-Sharpe, Procurement Manager
 Phone: (803)896-6389
 Email: drsharpe@mimo.sc.gov

Materials Management Office
 1201 Main Street, Suite 600
 Columbia, South Carolina 29201

Page: 2
 Date: 11/2/2018

PU-1: Truck, Pickup, Compact, 4x2, 4 Cylinder

<u>Contract Number:</u>	4400019839	<u>Contractor:</u>	Benson Nissan
<u>Initial Contract Term:</u>	11/1/2018 - 10/31/2019	<u>Address:</u>	4701 Calhoun Memorial Hwy, Easley, SC 29640
<u>Contract Rollover Dates:</u>	TBD - TBD	<u>Vendor #:</u>	7000217016
<u>Order Cutoff Date:</u>	TBD	<u>Contact:</u>	Ashby Crow
<u>Model:</u>	Nissan Frontier SV King Cab 4x2 I4	<u>Email:</u>	acrow@nissaneasley.com
<u>Commodity Code:</u>	07202	<u>Telephone:</u>	8648506440
<u>Delivery Days ARO:</u>	60	<u>Fax:</u>	N/A

BASE PRICE \$20,462.00

*Click on the link above for an itemized listing of items included in the base price.

Optional Additions

Auxiliary Power Connection-Standard State Spec	Standard
Auxiliary Power Outlet	Standard
Bedliner Optional Spray-In Bedliner \$495	\$295.00
Bluetooth/Hands Free Calling	Standard
From King/Extended Cab to Crew Cab	\$1,697.00
Manual to Power Mirrors	Standard
Privacy Glass	Standard
Securable Folding Bedcover	\$600.00
Tow Package	\$250.00

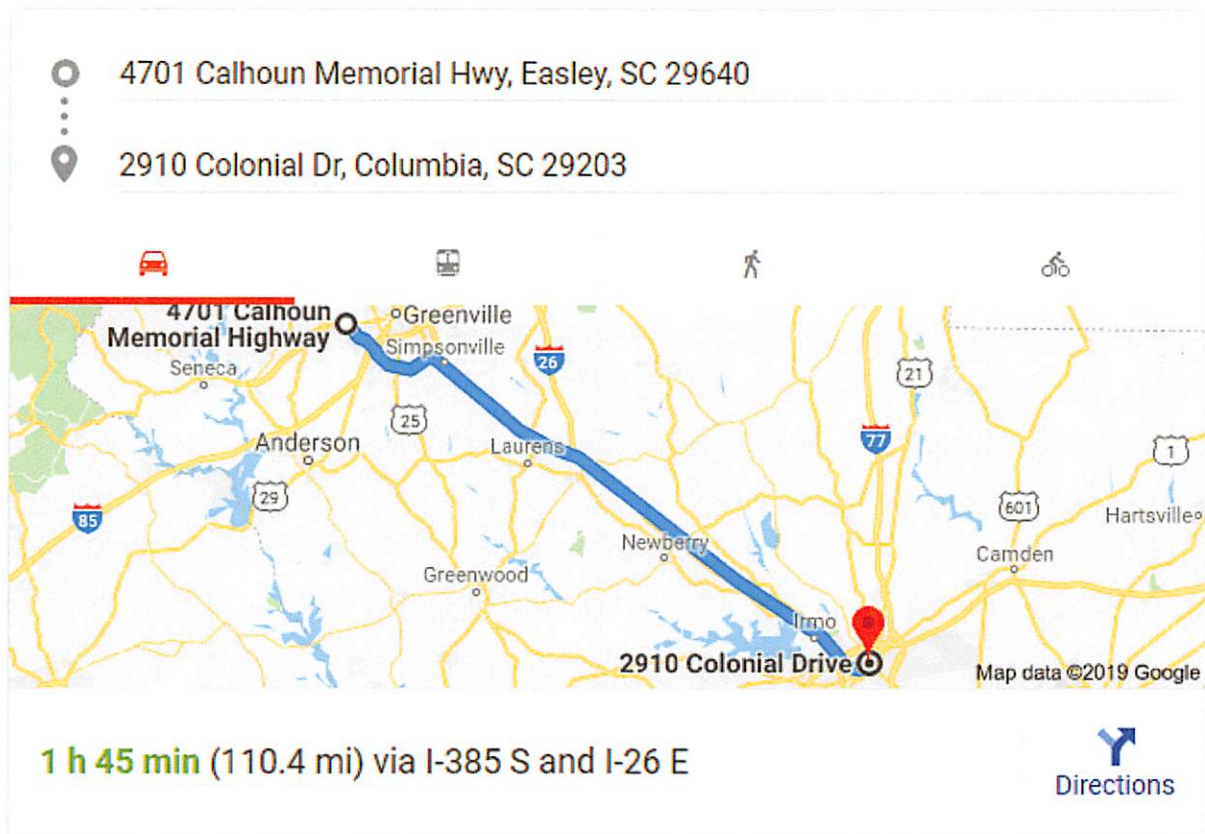
Optional Deductions

Vehicle Delivery Fee	\$50.00
Power Locks & Windows to Manual	\$1,706.00

Delivery Information

Distance from Dealership to SFM Delivery Point	100
Delivery price per mile in excess of the miles above	\$0.50

[Return to Index](#)



Delivery Fee - \$50.00

Delivery Price per mile over 100

$$10.4 \times .50 = \$9.90$$

per vehicle



We Are Columbia

MEETING DATE: August 20, 2019

DEPARTMENT: Procurement and Contracts

FROM: *Sandra Wright, Purchasing Agent*

SUBJECT: Council is asked to authorize Contract negotiations for Engineering Services related to Project SS7494; Metro Wastewater Treatment Plant Solar Photovoltaic Power Generation System, as requested by Columbia Water. Award to Consolidated Edison Solutions, Inc. for a Phase I Feasibility Study in an amount not to exceed \$34,750.00 and (Optional) Phase 2 in the amount of \$86,500.00 for design services. We also request Council's approval for the execution of the final contractual agreements, in a form to be approved by the City's Attorney's office with final approval by the City Manager.

REQUISITION NO.: R193199

FUNDING SOURCE & ORIGINAL BUDGET: Funding Source: 5529999-SS749401-658650. The original budget amount is \$200,000.00.

CLEAN WATER 2020?: No

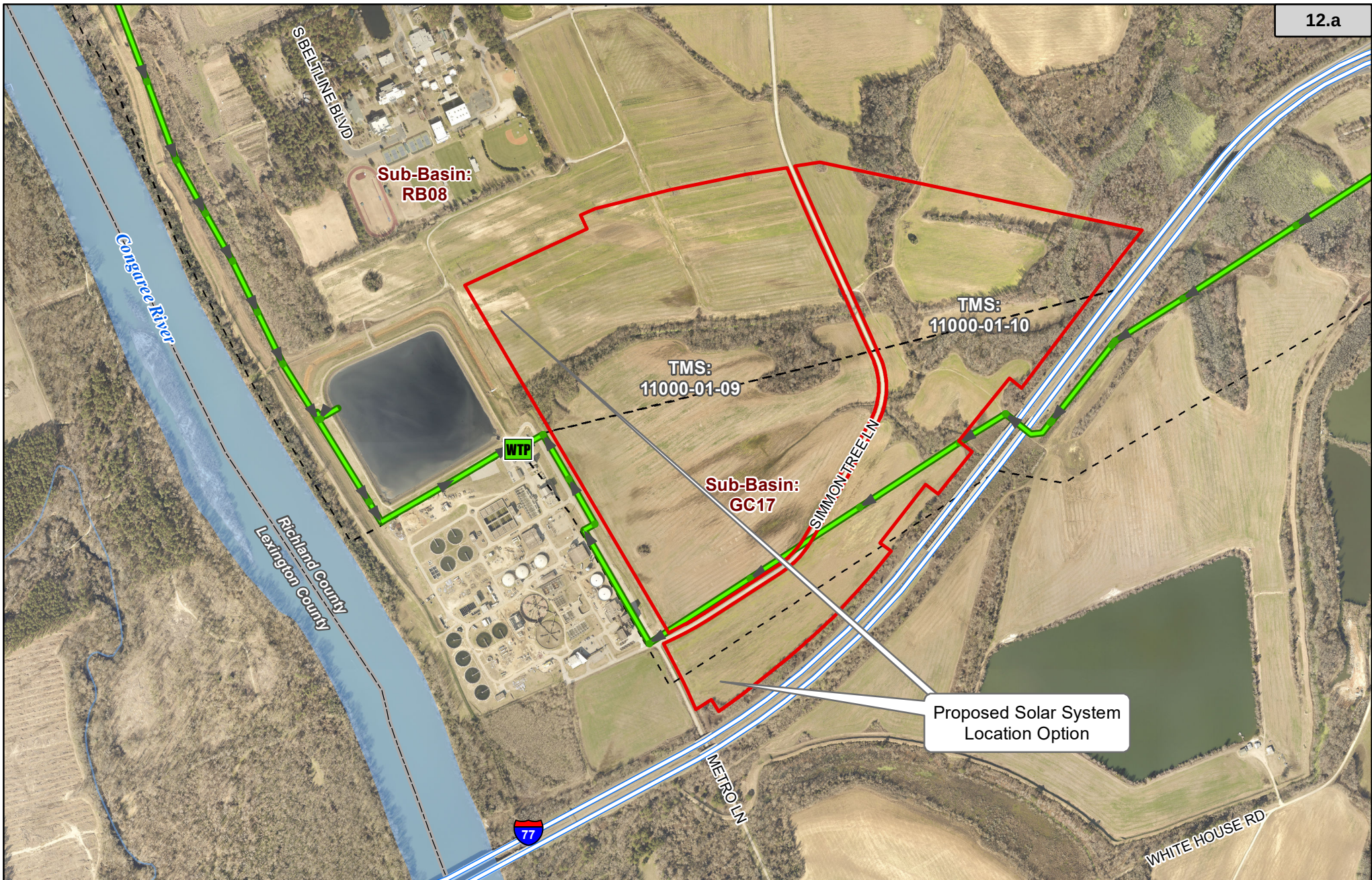
FOCUS AREAS: Economic Prosperity - Endless Possibilities

Columbia respectfully request approval from City Council to negotiate Contracts with Consolidated Edison Solutions, Inc. for Phase 1 in the amount of \$34,750.00 for a Feasibility Study and (Optional) Phase 2 in the amount of \$86,500.00 for Design Services.

Services to be performed will impact all City Council Districts as well as areas outside the City limits. The Director of Utility Operations and the ACM for Columbia Water recommend approval.

ATTACHMENTS:

- **#a:** SS7494 map (PDF)



Clean Water 2020
Columbia's Clear Vision for Clean Water



We Are Columbia

- Sewer Manhole
- Sewer Gravity Main
- Sewer Gravity Mains ($\geq 15"$)

- WTP Metro WWTW
- Proposed Solar System Location Option
- Basin Boundary



1 inch = 1,000 feet

0 250 500 1,000 1,500
Feet

SS7494 Metro WWTW Solar Photovoltaic Power Generation System

Prepared For: Packet Pg. 87



We Are Columbia

MEETING DATE: August 20, 2019

DEPARTMENT: Procurement and Contracts

FROM: Sandra Wright, Purchasing Agent

SUBJECT: Council is asked to approve a Contract for Project SS7511; Metro Wastewater Treatment Plant Administration & Laboratory Exterior Sealant Replacement, as requested by Columbia Water. Award to Statesville Roofing & Building Restoration, Inc. in an amount not to exceed \$131,835.00, which includes contingency. This firm is located in Statesville, NC.

REQUISITION NO.: R196489

FUNDING SOURCE & ORIGINAL BUDGET: Funding Source: 5516208-SS7511-638100. The original budget amount is \$142,381.80.

BUSINESS PROGRAM: Local Business Enterprise Program

CLEAN WATER 2020?: No

There were three (3) responsive and responsible bids received for this project under Bid 063-18-19-BF.

The total construction time allocated for this project shall be **ninety (90)** consecutive calendar days from the said date of commencement as defined in the Notice To Proceed (NTP) to substantial completion and an additional **thirty (30)** consecutive calendar days to final completion for a total construction time of **one hundred twenty (120)** consecutive calendar days from the said date of commencement as defined in the Notice To Proceed (NTP).

Base Bid	\$119,850.00
Contingency	\$ 11,985.00
Total (Not to Exceed)	\$131, 835.00

ATTACHMENTS:

- **#a:** Legal Signed Contract 063-18-19-BF(PDF)
- **#b:** Bid Tabulation (PDF)
- **#c:** Engineer Recommendation (PDF)
- **#d:** Compliance Review 063-18-19-BF (PDF)

- #e: Area Map (PDF)
- #f: Statesville Roofing BIR (PDF)

CONTRACT

City of Columbia, South Carolina

SS7511

Metro WWTP Administration & Laboratory Exterior Sealant Replacement

Bid #063-18-19-BF

This Contract is made by and between City of Columbia, South Carolina, hereinafter called Owner, and **Statesville Roofing & Building Restoration, Inc.** with legal address and principal place of business at **325 Mayo Street, Statesville, NC 28677**, 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 Lyon & Associates.

ARTICLE 3. CONTRACT TIME.

3.1 The Contract Time shall be **ninety (90)** consecutive calendar days from the said date of commencement as defined in the Notice to Proceed (NTP) to substantial completion and an additional **thirty (30)** consecutive calendar days to final completion for a total construction time of **one hundred twenty (120)** consecutive calendar days from the commencement date as defined in the Notice to Proceed (NTP).

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 **One Hundred Nineteen Thousand Eight Hundred Fifty Dollars and Zero Cents (\$119,850.00).**

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.

City of Columbia, SC
8/07/2017

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 Fifty Dollars and Zero Cents (\$250.00)** per day for each calendar day until the Work is complete.

7.2 Liquidated damages will be assessed for the above listed amounts for each and every day the Work remains incomplete beyond the date of Substantial Completion and the date of Final Completion, either date being independent of the other.

7.3 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 14 Instructions to Bidders, Part 15 General Specifications, all of the City of Columbia's Engineering Regulations.

9.2.7 Project Specifications.

9.2.8 Map.

9.2.9 Drawings, numbered 1 through 5, inclusive and dated 02/2019.

9.2.10 Addenda numbers 1 to 2, inclusive.

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 bidder's expense. Rooms, meals, travel, telephone, data processing, administrative and clerical costs associated with the project shall be at the bidder's expense.

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

Space Intentionally Left Blank

Contractor

STATESVILLE ROOFING & BUILDING
RESTORATION, INC.

BY




(CORPORATE SEAL)

Attest

Mark A. Peck

Address for giving notices:

ATTN: PRESIDENT
P.O. DRAWER 1266STATESVILLE, NC 28687-1266

Date:

7/3/2019

Owner

City of Columbia, SC

BY

Teresa Wilson, City Manager

(CORPORATE SEAL)

Attest

Address for giving notices:

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

Date:

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

APPROVED AS TO FORM



Legal Department City of Columbia, SC

Event Number	063-18-19-Bf Addendum 2	Organization	City of Columbia, SC
Event Title	Metro WWTP Administration & Laboratory	Workgroup	Purchasing
Event Description	A Non-Mandatory Pre-Bid Meeting will be h	Event Owner	Brenda Faison
Event Type	IFBs	Email	brenda.faison@columbiasc.gov
Issue Date	5/22/2019 10:45:04 AM (ET)	Phone	
Close Date	6/13/2019 01:00:00 PM (ET)	Fax	

Responding Supplier	City	State	Response Submitted	Lines Responded	Response Total
Statesville Roofing & Building R	Statesville	NC	6/13/2019 10:52:00 AM (ET)	1	\$119,850.00
Watertight Systems, Inc.	Lexington	SC	6/12/2019 04:54:06 PM (ET)	1	\$141,838.00
Stone Restoration of America, Ir	Charlotte	NC	6/13/2019 12:20:07 PM (ET)	1	\$155,950.00

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



Department of Utilities
PO Box 147 | Columbia, SC 29217 | (803) 545-3300

June 21, 2019

Ms. Brenda Faison
Bid Coordinator
City of Columbia – Department of Procurement and Contracts
1800 Main St., 2nd FL #210
Columbia, SC 29201

Re: Bid Evaluation and Recommendation of Award
Bid # 063-18-19-BF
Metro WWTP Exterior Sealant Replacement (SS7511)

Dear Ms. Faison,

Based on our bid tabulation review of the responsive bidders you provided on June 14, 2019, Statesville Roofing appears to be the lowest, responsive and responsible bidder. Therefore, we recommend that the Procurement and Contracts Department award the contract to Statesville Roofing at their bid amount of \$119,850.00. The unit prices should be considered included in the base bid. A 10% owner's contingency of \$11,985.00 should be included for potential unknown conditions that could be discovered during construction. This would represent a total anticipated project amount of \$131,835.00.

Please let me know should you have any questions.

Best Regards,

L. Maxwell Morgan, III, P.E.
Wastewater Project Manager



CITY OF COLUMBIA
INTER-OFFICE MEMORANDUM

TO: Juliet Nelly, Compliance Administrator

FROM: Brenda Faison, Bid Coordinator
Department of Procurement and Contracts

DATE: June 24, 2019

PROJECT: BID #63-18-19-BF Metro WWTP Admin & Lab Exterior Sealant Replacement (SS7511) LBE

Bids for this project were opened publicly at 1:00 p.m., June 13, 2019 in the second floor Conference Room, 1800 Main Street.

The apparent lowest *responsive* bidder is Statesville Roofing & Building at \$119,850.00. This firm is not an LBE.

Please review the Business Information Record Form and return your approval at your convenience. Also, please verify the percentages listed on the form and check for consistency to the noted dollar amount.

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

Thank You.

Review Approved: _____

Juliet Nelly, Program Compliance Administrator

DATE: _____

6/25/19

Bid No.: 063-18-19-BF Metro WWTP Administration & Laboratory Exterior Sealant Replacement
(SS7511)
Page 31 of 56

Business Information Record

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 - "NO LINE STRIKE THROUGH"

Business Name & Address	Contact Name & Telephone	Services and / or Materials Provided	Cost of Services and / or Material (\$ Value)	Percentage of Total Contract	MBE, WBE, SBE, DBE, LBE (indicate all that apply)	Is your Business CDBE Approved? Yes or No
New South Supply	Eric Federspiel 803-348-4673 eric.federspiel@newsouthsupply.com	Sealants	\$12,500.00	10.5 %		No
				%		
				%		
				%		
				%		

TOTAL: \$ 12,500.00

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

Business Name:

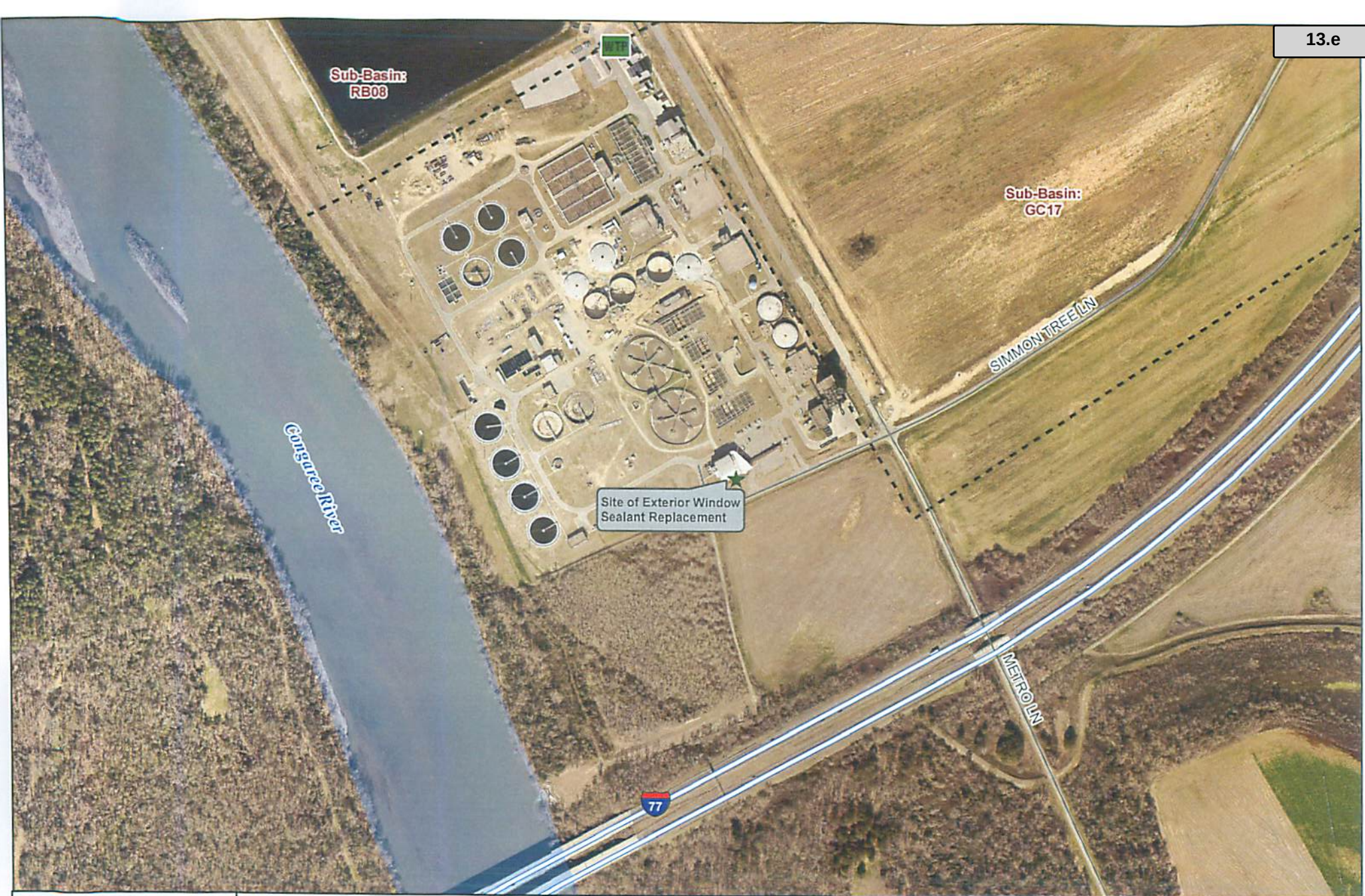
Statesville Roofing & Building Restoration, Inc.

Representative Name / Title:

Mr. Douglas Smith, Jr. President

Date:

6/12/2017



Clean Water 2020
© Columbia's Clean Water Plan for Clean Water



- ★ Administrative and Lab Building
- ⬜ Basin Boundary
- Metro WWTW



1 inch = 500 feet

0 175 350 700 Feet

**SS7511 Administrative and
Lab Building
Exterior Sealant Window
Replacement**

Packet Pg. 99

Prepared For: Water 2020

Bid No.: 063-18-19-BF Metro WWTP Administration & Laboratory Exterior Sealant Replacement
(SS7511)
Page 31 of 56

Business Information Record

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 - "NO LINE STRIKE THROUGH"

Business Name & Address	Contact Name & Telephone	Services and / or Materials Provided	Cost of Services and / or Material (\$ Value)	Percentage of Total Contract	MBE, WBE, SBE, DBE, LBE (indicate all that apply)	Is your Business CDBE Approved? Yes or No
New South Supply	Eric Federspiel 803-348-4673 eric.federspiel@newsouthsupply.com	Sealants	\$12,500.00	10.5 %		No
				%		
				%		
				%		
				%		

TOTAL: \$ 12,500.00

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

Business Name:

Statesville Roofing & Building Restoration, Inc.

Representative Name / Title:

Mr. Douglas Smith, J. President

Date:

6/12/2019



We Are Columbia

MEETING DATE: August 20, 2019

DEPARTMENT: Procurement and Contracts

FROM: Sandra Wright, Purchasing Agent

SUBJECT: Council is asked to approve a Contract for Project SS7512; Metro Wastewater Treatment Plant Administration & Laboratory Low Slope Roof Replacement, as requested by Columbia Water. Award to Summers Roofing Company, Inc. in an amount not to exceed \$143,540.00, which includes contingency. This firm is located in Alpharetta, GA.

REQUISITION NO.: R196491

FUNDING SOURCE & ORIGINAL BUDGET: Funding Source: 5516208-SS751201-638100. The original budget amount is \$143,540.00.

BUSINESS PROGRAM: Local Business Enterprise Program

CLEAN WATER 2020?: No

FOCUS AREAS: Innovative & High Quality Municipal Services

There were six (6) responsive and responsible bids received for this project under Bid 062-18-19-BF.

The total construction time allocated for this project shall be **sixty (60)** consecutive calendar days from the said date of commencement as defined in the NTP to substantial completion and an additional **fifteen (15)** consecutive calendar days to final completion for a total construction time of **seventy-five (75)** consecutive calendar days from the said date of commencement as defined in the NTP.

Base Bid	\$128,540.00
Contingency	\$ 15,000.00
Total (Not to Exceed)	\$143,540.00

ATTACHMENTS:

- **#a:** Legal Signed Contract 062-18-19-BF(PDF)
- **#c:** Engineer Recommendation 062-18-19-BF (PDF)
- **#d:** Admin & Lab Bldg Map (PDF)

- #e: BIR form (PDF)
- #f: Compliance Memo (PDF)

CONTRACT

City of Columbia, South Carolina

SS7512

Metro WWTP Administration & Laboratory Low Slope Roof Replacement

Bid #062-18-19-BF

This Contract is made by and between City of Columbia, South Carolina, hereinafter called Owner, and **Summers Roofing Co., Inc.**, with legal address and principal place of business at **135 Mauldin Drive, Alpharetta, Ga 30004**, 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 Lyon & Associates.

ARTICLE 3. CONTRACT TIME.

3.1 The Contract Time shall be **sixty (60)** consecutive calendar days from the said date of commencement as defined in the Notice to Proceed (NTP) to substantial completion and an additional **fifteen (15)** consecutive calendar days to final completion for a total construction time of **seventy-five (75)** consecutive calendar days from the commencement date as defined in the Notice to Proceed (NTP).

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 **One Hundred Twenty-Eight Thousand Five Hundred Forty Dollars and Zero Cents (\$128,540.00)**.

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.

City of Columbia, SC
8/07/2017

1

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 Fifty Dollars and Zero Cents (\$250.00)** per day for each calendar day until the Work is complete.

7.2 Liquidated damages will be assessed for the above listed amounts for each and every day the Work remains incomplete beyond the date of Substantial Completion and the date of Final Completion, either date being independent of the other.

7.3 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 14 "Instructions to Bidders" and Part 15 "General Specifications", all of the City of Columbia's Engineering Regulations.

9.2.7 Project Specifications.

9.2.8 Map.

9.2.9 Drawings, numbered 1 through 6, inclusive and dated 01/2019, 02/2019, and 12/20/2018.

9.2.10 Addenda numbers 1 to 2, inclusive.

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 bidder's expense. Rooms, meals, travel, telephone, data processing, administrative and clerical costs associated with the project shall be at the bidder's expense.

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

Space Intentionally left Blank

Contractor
Summers Roofing Co., Inc.

BY

B. Bick
Brian Bick - President

(CORPORATE SEAL)

Attest

[Signature]
Address for giving notices:

Summers Roofing Co., Inc.

135 Mauldin Drive

Alpharetta, GA 30004

Date: 7-11-19



Owner
City of Columbia, SC

BY

Teresa Wilson, City Manager

(CORPORATE SEAL)

Attest

Address for giving notices:

Department of Procurements and Contracts

1800 Main Street, 2nd Floor

Columbia, 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
[Signature]
Legal Department City of Columbia, SC

Affidavit of Authority to Sign for a Corporation

WHEREAS, the Corporation desires to grant signing and authority to certain person(s) described hereunder.

RESOLVED, that the Board of Directors is hereby authorized and approved to grant signing and authority to conduct business to any one of the following person(s): BRIAN BICK (President). The foregoing signing and authority granted shall include, but shall not be limited to, the execution of Deeds, powers of attorney, transfers, assignments, contracts, obligations, certificates, and other instruments of whatever nature entered into by this Corporation.

The undersigned hereby certifies that he/she is the duly elected and qualified Secretary and the custodian of the books and records and seal of Summers Roofing Co., Inc. a corporation duly formed pursuant to the laws of the state of Georgia.

IN WITNESS WHEREOF, I have executed my name as Secretary and have hereunto affixed the corporate seal of the above-named Corporation this 11th day of July, 2019.

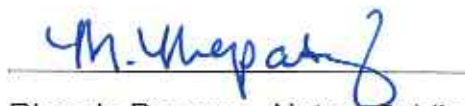

Kelley Bick – Corporate Secretary

Corporate Seal



Sworn to and subscribed before me

This 11th day of July, 2019.


Rhonda Repasz – Notary Public
My commission expires: 3-7-21

Notary Seal





Department of Utilities
PO Box 147 | Columbia, SC 29217 | (803) 545-3300

June 21, 2019

Ms. Brenda Faison
Bid Coordinator
City of Columbia – Department of Procurement and Contracts
1800 Main St., 2nd FL #210
Columbia, SC 29201

Re: Bid Evaluation and Recommendation of Award
Bid # 062-18-19-BF
Metro WWTP Low Slope Roof Replacement (SS7512)

Dear Ms. Faison,

Based on our bid tabulation review of the responsive bidders you provided on June 14, 2019, Summers Roofing appears to be the lowest, responsive and responsible bidder. Therefore, we recommend that the Procurement and Contracts Department award the contract to Summers Roofing at their bid amount of \$128,540.00. The unit prices should be considered included in the base bid. An owner's contingency of \$15,000.00 should be included for potential unknown conditions that could be discovered during construction. This would represent a total anticipated project amount of \$143,540.00.

Please let me know should you have any questions.

Best Regards,

L. Maxwell Morgan, III, P.E.
Wastewater Project Manager

ColumbiaSCWater.Net





Clean Water 2020
© Columbia's Clean Vision For Clean Water



CIP: 4/4/2019
CW2020_Master/Production_Maps/ProjectLocation_Maps/
CIP5537511

- ★ Administrative and Lab Building
- Basin Boundary
- WTP Metro WWTW



1 inch = 500 feet

0 175 350 700 Feet

**SS7512 Administrative and
Lab Building
Low Slope Roof Replacement**

Packet Pg. 110

Prepared for: water 2020

Bid No.: 062-18-19-BF Metro WWTP Administration & Laboratory Low Slope Roof Replacement
(SS7512)
Page 31 of 57

Business Information Record

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 - "NO LINE STRIKE THROUGH"

Business Name & Address	Contact Name & Telephone	Services and / or Materials Provided	Cost of Services and / or Material (\$ Value)	Percentage of Total Contract	MBE, WBE, SBE, DBE, LBE (Indicate all that apply)	Is your Business CDBE Approved? Yes or No
ABC Supply 855 Brookwood Drive Columbia, SC 29201	Richard Kearse 803-771-4402	Roofing Material	\$49,956.00	39 %	WBE	NO
United Rental 1500 Bluff Road Columbia, SC 29201	Keith Carroll 706-833-1255	Equipmet rental	\$4,000.00	3 %		NO
				%		
				%		
				%		

TOTAL: \$ 53,956.00

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

Business Name:

Summers Roofing Co., Inc.

Representative Name / Title:

Brian Bick - President

Date:

6-12-19



CITY OF COLUMBIA

INTER-OFFICE MEMORANDUM

TO: Juliet Nelly, Compliance Administrator

FROM: Brenda Faison, Bid Coordinator
Department of Procurement and Contracts

DATE: August 7, 2019

PROJECT: Bid 062-18-19-BF Metro WWTP Admin & Lab Low Slope Roof Replacement

Compliance received and reviewed both the lowest (Summers Roofing) and second lowest (CMS Roofing, LLC) bidder's bid paperwork via email from Procurement on June 14, 2019. The second lowest bidder, CMS Roofing LLC, submitted a completed LBE qualification form in their bid paperwork. Upon receipt of this information, Compliance checked the LBE database and CMS was not listed as an LBE on June 14, 2019. Per this solicitation, procurement advises that the bidder must be an approved LBE prior to bid opening. On June 20, 2019, Compliance requested procurement to contact CMS Roofing, LLC for proof of approved LBE qualification paperwork prior to the bid opening.

As of August 6, Compliance was contacted by Procurement and advised that CMS Roofing LLC has not responded to the request to provide an approved LBE qualification statement dated prior to bid opening. Per Procurement's request, Compliance is providing this memo for their file to indicate that CMS Roofing LLC was not an approved LBE prior to bid opening.

Thank You.

Reviewed by OBO: _____

Juliet Nelly
Juliet Nelly Compliance Administrator

DATE: _____

8/7/19



CITY OF COLUMBIA

INTER-OFFICE MEMORANDUM

TO: Juliet Nelly, Compliance Specialist

FROM: Brenda Faison, Bid Coordinator
Department of Procurement and Contracts

DATE: June 14, 2019

PROJECT: BID #62-18-19-BF Metro WWTP Admin & Lab Low Slope Roof Replacement (SS7512) LBE

Bids for this project were opened publicly at 1:00 p.m., June 12, 2019 in the second floor Conference Room, 1800 Main Street.

The apparent lowest *responsive* bidder is Summers Roofing Co. at \$128,540.00.
The second low responsive bidder is CMS Roofing, LLC at \$134,800.00.

Please review the Business Information Record Form and return your approval at your convenience. Also, please verify the percentages listed on the form and check for consistency to the noted dollar amount.

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

Thank You.

Review Approved: _____

Juliet Nelly Compliance Specialist

DATE: _____

8/7/19

Bid No.: 062-18-19-BF Metro WWTP Administration & Laboratory Low Slope Roof Replacement
(SS7512)

Page 31 of 57

Business Information Record

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 - "NO LINE STRIKE THROUGH"

Business Name & Address	Contact Name & Telephone	Services and / or Materials Provided	Cost of Services and / or Material (\$ Value)	Percentage of Total Contract	MBE, WBE, SBE, DBE, LBE (indicate all that apply)	Is your Business CDBE Approved? Yes or No
ABC Supply 855 Brookwood Drive Columbia, SC 29201	Richard Kearse 803-771-4402	Roofing Material	\$49,956.00	39 %	WBE	NO
United Rental 1500 Bluff Road Columbia, SC 29201	Keith Carroll 706-833-1255	Equipmet rental	\$4,000.00	3 %		NO
				%		
				%		
				%		

TOTAL: \$ 53,956.00

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

Business Name:

Summers Roofing Co., Inc.

Representative Name / Title:

B. Bick Brian Bick - President

Date:

6-12-19

CITY OF COLUMBIA - Columbia water - June 14, 2019

BID ANALYSIS - PROJECT #062-18-19-BF metro wwtp administration & laboratory low sloop roof replacement (SS7512)

Item	Item Description	Unit	Qty.	Engineer's Estimate		Summers Roofing, Co.		CMS Roofing, LLC		Allcon Roofing	
				Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
1	Furnish & Install all work detailed in the Scope Specifications	LS	1	\$152,450.00	\$152,450.00	#####	#####	\$134,800.00	#####	#####	\$144,295.00
					\$152,450.00		#####		#####		\$144,295.00
	Plate Rate Contingency				\$15,000.00		\$15,000.00		\$15,000.00		\$15,000.00
	TOTAL BID AMOUNT				\$167,450.00		#####		#####		\$159,295.00
	UNIT PRICES										
	Steel Deck Replacement				at 200 sq ft.		\$8.00		\$6.00		\$6.50
	Steel Deck Rehabilitation				at 200 sq ft.		\$3.00		\$2.00		\$3.75
	Steel Plate Installation				at 50 sq ft.		\$6.00		\$3.00		\$12.00
	Wood Nailer Replacement (2" nominal)				at 100 lf.		\$3.00		\$4.00		\$6.50



We Are Columbia

MEETING DATE: August 20, 2019

DEPARTMENT: Procurement and Contracts

FROM: Sandra Wright, Purchasing Agent

SUBJECT: Council is asked to approve the purchase of 6" and 8" Fire Service Assembly Badger Meters and E-Series Meters for the Water Distribution and Maintenance Divisions, as requested by Columbia Water. Award to Badger Meters, Inc., in an amount not to exceed \$179,091.00. This vendor is located in Milwaukee, WI.

REQUISITION NO.: R198927

FUNDING SOURCE & ORIGINAL BUDGET: Funding Source: Utilities Water Dist. & Maint.; Meters, Parts, and Supplies; 5516203-625600. The original budgeted amount is \$350,000.00.

CLEAN WATER 2020?: No

FOCUS AREAS: Economic Prosperity - Endless Possibilities

We respectfully request Council's approval for this purchase using the Vendor, Badger Meter, Inc. at the following cost plus sales tax.

Description	Unit Price	O&M Quantities	Total For Request
E-Series 4" Meter (Compound Lay Length 20") *(quote 424823)	\$1,775.00	15	\$26,625.00
6" Fire Series Assembly LL Meter (quote 423791)	\$6,000.00	20	\$120,000.00
8" Fire Series Assembly LL Meter (quote 423791)	\$9,600.00	2	\$19,200.00
Subtotal			\$165,825.00
Tax			\$13,266.00
Total with Tax			\$179,091.00

Badger Meter, Inc is located in Milwaukee, WI

Sec. 2-204.-Item (5) - Competitive sealed bidding required; exceptions.

All city contracts shall be awarded by competitive sealed bidding except the following as determined pursuant to definitions and standards set by regulations, or except as otherwise provided in this article: Sole source procurements.

ATTACHMENTS:

- **#a:** Badger Sole Source (PDF)

Requisition # R198927JUSTIFICATION FOR
SOLE SOURCE PROCUREMENT

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

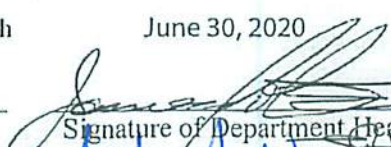
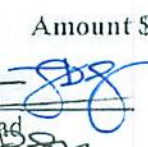
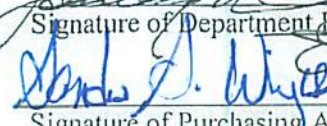
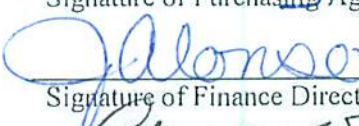
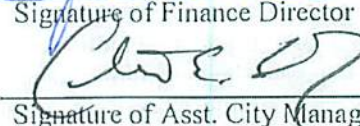
This Department proposes to procure for the Water Distribution & Maintenance Division,
(1)

Fire Service Assembly Meters (6" & 8") and E-Series Meters (4")
(2)

as a sole source procurement from Badger Meter
(3)

based upon the following justifications (please see the Justification attached with all supporting
(4)
documentation)

The original budget for O&M meters & meter parts is \$850,000 for FY2020.

This sole source is valid through	June 30, 2020	Amount \$	179,091
Utility Operations/Water Dist. & Maint.			<u>8/2/19</u>
Department	Signature of Department Head		Date
			<u>8/5/19</u>
	Signature of Purchasing Agent		Date
<u>*Form must be route in the order of the signatures*</u>			<u>8/5/19</u>
	Signature of Finance Director		Date
			<u>8/2/19</u>
	Signature of Asst. City Manager		Date
	Signature of City Manager		Date

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

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

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



Utility Operations
PO Box 147 | Columbia, SC 29217 | (803) 545-3300

To: Joey Jaco, Director of Utility Operations
 Sandra Wright, Procurement & Contracts
 Clint Shealy, Assistant City Manager – Columbia Water
 Mrs. Teresa Wilson, City Manager
 City Council of Columbia, SC

From: Jason Shaw, P.E., Water Engineer on behalf of James Johnson, Superintendent of Water Dist. & Maint.

CC: Mack Paul, Assistant Superintendent of Water Dist. & Maint.

Re: Sole Source Justification for R198927

Columbia Water, through their Advanced Metering Infrastructure (AMI) project, has contracted with Badger Meter (Badger) to replace or retrofit all existing water meters in the service area over the course of the next three years. During this project and after its completion, Columbia Water will still experience customer growth as part of new development within the Columbia Water's service area. While Badger will be performing installations of existing water meters under the AMI project, Columbia Water is responsible for acquiring and installing new water meters on brand new accounts moving forward. For the following reasons, Columbia Water is choosing to continue purchasing and installing Badger metering equipment on new accounts resulting from customer growth.

As part of the AMI project, Columbia Water went through an extensive and competitive procurement process to receive bids from several AMI vendors. These bids provided a reasonable range of at-or-below market pricing for water meters, of which Badger's products and pricing were determined to give the highest value to Columbia Water.

Due to an error in the Columbia Water's meter database, all large meters (4 through 8-inch) were labeled as compound meters. The majority of these large meters are actually Fire Service Assembly (FSA) meters. The database error resulted in not getting FSA meter pricing for meter sizes 4 through 8-inch. Through our Badger Meter project team, Columbia Water has negotiated pricing for FSA meters. Please see detailed pricing attached to this memo.

For new accounts separate from the AMI project, Badger has extended the contracted pricing for meters through the life of the AMI project, ending in March 2022. Furthermore, continuing with Badger reduces risk among the entire service area because Columbia Water is only maintaining one brand of products. If another type of meter is introduced into the system, it will require costly additional effort to ensure proper integration with the rest of the system or it may also require additional hardware and/or software to maintain the new equipment if it fails, ultimately resulting in a loss of expected benefit from AMI.

ColumbiaSCWater.Net



R198927 SOLE SOURCE JUSTIFICATION

WATER DIST. MAINT.

7/29/2019

O&M METERS COST

FSA & E-Series

Contractor Name: Badger Meter
 4545 West Brown Deer Rd
 Contractor Address: Milwaukee, WI 53224
 Owner: City of Columbia, SC

ITEM No.	DESCRIPTION	TOTAL UNIT PRICE IN CONTRACT (SELL)	O&M QUANTITIES	TOTAL FOR REQUEST
	E-Series 4" Meter (Compound Lay Length 20") *(quote 424823)	\$ 1,775.00	15	\$ 26,625.00
	6" Fire Series Assembly LL Meter (quote 423791)	\$ 6,000.00	20	\$ 120,000.00
	8" Fire Series Assembly LL Meter (quote 423791)	\$ 9,600.00	2	\$ 19,200.00
				\$ 165,825.00

TOTAL WITH 8% TAX

\$179,091.00

ORIGINAL BUDGET

\$850,000.00

QUOTATION



Badger Meter

Quotation No. 424823

4545 W Brown Deer Road Milwaukee WI 53223
 PO Box 245036 Milwaukee WI 53224-9536
 Phone: 800-876-3837 Fax: 888-371-5982
 Customer Service Rep:

June 17, 2019

TO Jason Shaw
 CITY OF COLUMBIA
 ACCOUNTING DIVISION PO BOX 147

CUSTOMER ID: 00390604

COLUMBIA South Carolina 292170001

Phone: 8035453287

Fax:

E-mail: jason.shaw@columbiasc.gov

EFFECTIVE DATES: 6/17/2019-9/20/2022

SALESPERSON	PROPOSAL SUBJECT	SHIPPING TERMS/INCO TERMS	PAYMENT TERMS
007301 James Harris	3" & 4" E-Series Meters and Replacement Electronics	PREPAY/NO CHARGE CPT DESTINATION	NET 30 DAYS

LINE #	DESCRIPTION	QTY	UNIT NET PRICE USD	LINE TOTALS USD
1	E-SERIES BRZ, 3" RND(12), STD GSKT, , PRESSURE, E 100-3887	TBD	\$1,340.00	
2	E-SERIES BRZ, 3" RND(17), STD GSKT, , PRESSURE, E 100-3889	TBD	\$1,390.00	
3	E-SERIES BRZ, 4" RND(14), STD GSKT, , PRESSURE, E 100-3888	TBD	\$1,725.00	
4	E-SERIES BRZ, 4" RND(20), STD GSKT, , PRESSURE, E 100-1421	TBD	\$1,775.00	

Notes and Assumptions:

THANK YOU FOR YOUR BUSINESS!

This quotation is an offer, made subject to the terms & conditions found on our website: www.badgermeter.com/Company/Legal/Sales-Terms.aspx
 Quoted prices are firm for acceptance, via an order, within the effective dates provided, shipping within 60 calendar days past the expiration of this quotation.

QUOTATION



Quotation No. 424823

Replacement Electronics for 3" or 4" E-Series: \$700.00 // Prices quoted for replacement electronics for the 3" & 4" E-Series meters may be increased in proportion to the increase in the Producer Price Index for Totalizing fluid meters and counting devices as reported by the U.S. Department of Labor. The base index shall be the May 2019 index of 190.8. Changes in prices will be no more frequent than every 12 months if necessary. // Due to continuous improvements and redesign of our products and technology solutions, Badger Meter reserves the right to provide our newest product solutions as an alternate to the proposed products provided they are in conformance with the requirements of the specifications and do not exceed the prices quoted.

If applicable, sales tax and freight charges will be added at time of invoice.

Actual lead time to be provided at time of order.

If you have any questions concerning this quotation, please contact: James Harris, 414-573-8923, jharris@badgermeter.com
To place an order, please contact: Jamison Cook, .

Official authorized quote of Badger Meter Inc.
James Harris, Account Mgr. East

THANK YOU FOR YOUR BUSINESS!

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Quoted prices are firm for acceptance, via an order, within the effective dates provided, shipping within 60 calendar days past the expiration of this quotation.



QUOTATION

Quotation No. 423791

4545 W Brown Deer Road Milwaukee WI 53223
 PO Box 245036 Milwaukee WI 53224-9536
 Phone: 800-876-3837 Fax: 888-371-5982

Customer Service Rep:

Revised Date: 07-18-2019

To Jason Shaw
 CITY OF COLUMBIA
 ACCOUNTING DIVISION PO BOX 147
 COLUMBIA South Carolina 292170001
 Phone: 803-545-3287
 Email: jason.shaw@columbiasc.gov

CUSTOMER ID: 00390604

EFFECTIVE DATES: 6/5/2019 - 6/4/2020

SALESPERSON	PROPOSAL SUBJECT	SHIPPING TERMS / INCO TERMS	PAYMENT TERMS
007301 James Harris	4", 6" & 8" Fire Service Assemblies	PREPAY/NO CHARGE CPT DESTINATION	NET 30 DAYS

LINE #	DESCRIPTION	QTY	UNIT NET PRICE USD	LINE TOTALS USD
1	RCDL Fire Series Assembly LL (NSF 61-G), 4", Round, External UL/FM Strainer Attached, Less Connections, HRE-LCD Registration, Gallon, 9 Dial - 0.1 Gallon, 9 Dial - 0.01 Gallon, Plastic Shroud / Plastic Lid (Gray) Generic Connectivity, BMI Supplied, Badger Meter Twist Tight Connector, 25 ft Wire, UMI-0018-3900	TBD	\$5,350.00	
2	RCDL Fire Series Assembly LL (NSF 61-G), 6", Round, External UL/FM Strainer Attached, Less Connections, HRE-LCD Registration, Gallon, 9 Dial - 1 Gallon, 9 Dial - 0.1 Gallon, Plastic Shroud / Plastic Lid (Gray) Generic Connectivity, BMI Supplied, Badger Meter Twist Tight Connector, 25 ft Wire, UMI-0018-3905	TBD	\$6,000.00	
3	RCDL Fire Series Assembly LL (NSF 61-G), 8", Round, External UL/FM Strainer Attached, Less Connections, HRE-LCD Registration, Gallon, 9 Dial - 1 Gallon, 9 Dial - 0.1 Gallon, Plastic Shroud / Plastic Lid (Gray) Generic Connectivity, BMI Supplied, Badger Meter Twist Tight Connector, 25 ft Wire, UMI-0018-3906	TBD	\$9,600.00	

Notes and Assumptions:

If applicable, sales tax and freight charges will be added at time of invoice.

Actual lead time to be provided at time of order.

THANK YOU FOR YOUR BUSINESS!

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 Quoted prices are firm for acceptance, via an order, within the effective dates provided, shipping within 60 calendar days past the expiration of this quotation.

QUOTATION



Quotation No. 423791

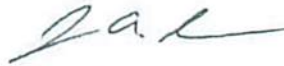
If you would like to place an order, please contact your Customer Service Rep at utilityorders@badgermeter.com or call 1-800-876-3837.
If you have questions, please contact your Account Manager James Harris

THANK YOU FOR YOUR BUSINESS!

This quotation is an offer, made subject to the terms & conditions found on our website: www.badgermeter.com/Company/Legal/Sales-Terms.aspx
Quoted prices are firm for acceptance, via an order, within the effective dates provided, shipping within 60 calendar days past the expiration of this quotation.

For these reasons, Columbia Water has determined the ongoing purchase of Badger metering equipment, including meters and endpoints, to be a favorable opportunity for the Columbia Water moving forward.

Thank you,



Jason Shaw, P.E.
Columbia Water
Water Engineer (Project Manager for AMI Project)



We Are Columbia

MEETING DATE: August 20, 2019

DEPARTMENT: Procurement and Contracts

FROM: Sandra Wright, Purchasing Agent

SUBJECT: Council is asked to approve the purchase of Badger Meters for the Water Distribution and Maintenance Divisions, as requested by Columbia Water. Award to Badger Meters, Inc., in an amount not to exceed \$450,414.00. This vendor is located in Milwaukee, WI.

REQUISITION NO.: R199474

FUNDING SOURCE & ORIGINAL BUDGET: Funding Source: Utilities Water Dist. & Maint.; Meters, Parts, and Supplies; 5516203-625600. The original budgeted amount is \$500,000.00.

CLEAN WATER 2020?: No

FOCUS AREAS: Economic Prosperity - Endless Possibilities

We respectfully request Council's approval for this purchase using the RFP001-18-19-ECM Vendor, Badger Meters, Inc., at the following cost plus sales tax.

Description	Total Unit Price	O&M Quantities	Total for Request
5/8" x 3/4" Model 25 Meter (Bronze Housing & Bronze Bottom)	\$ 63.50	2000	\$127,000.00
1" Model 55 Meter (Bronze Housing & Bronze Bottom)	\$109.00	200	\$21,800.00
1.5" Model 120 Meter	\$271.00	100	\$27,100.00
2" Model 170 Meter	\$400.00	100	\$40,000.00
ORION LTE-M Endpoints	\$ 75.00	2682	\$201,150.00
Subtotal			\$417,050.00
Tax at 8%			\$33,364.00
Total including taxes			\$450,414.00

ATTACHMENTS:

- **#a:** Contract Pricing Extension (PDF)

- #b: Meter Costs (PDF)



4545 W Brown Deer Road
PO Box 245036
Milwaukee, Wisconsin 53224-9536
414-355-0400 | 800-876-3837
www.badgermeter.com

July 9, 2019

Carol A Sforza
Warehouse & Inventory Manager
City of Columbia
Wastewater Management
PO Box 147
Columbia, SC 29217

**RE: RFP001-18-19-CW-ECM, Advanced Metering Infrastructure
Contract Pricing Extension**

Dear Ms. Sforza:

Badger Meter, Inc. (Badger Meter) will cordially extend the AMI Contract pricing on all Badger Meter products throughout the contract period from February 25, 2019 until February 28, 2022 to the City of Columbia for purchases made in support of expansion and growth of the City's distribution system. In order to place a purchase order, please work with Santiago Speranza and he will work with our Customer Care Team to fulfill your orders.

In the event you have any questions regarding this correspondence, we can be reached by telephone at 800-876-3837 ext. 12728 or via email at bids@badgermeter.com. If you would like to place a purchase order, please contact Santiago Speranza at 414-371-5817 or via email at ssperanza@badgermeter.com.

We appreciate the opportunity to support your metering needs.

Sincerely,

BADGER METER, INC.


Korrine L. Fleming
Assistant Secretary

R199474

WATER DIST. MAINT.

7/29/2019

O&M METERS COST**Water Meter & Endpoint Replacement**

Contractor Name: Badger Meter
 4545 West Brown Deer Rd
Contractor Address: Milwaukee, WI 53224
Owner: City of Columbia, SC

RFP001-18-19-CW-ECM PRICING

ITEM No.	DESCRIPTION	TOTAL UNIT PRICE IN CONTRACT (SELL)	O&M QUANTITIES	TOTAL FOR REQUEST
1	5/8" x 3/4" Model 25 Meter (Bronze Housing & Bronze Bottom)	\$ 63.50	2000	\$ 127,000.00
3	1" Model 55 Meter (Bronze Housing & Bronze Bottom)	\$ 109.00	200	\$ 21,800.00
4	1.5" Model 120 Meter	\$ 271.00	100	\$ 27,100.00
6	2" Model 170 Meter	\$ 400.00	100	\$ 40,000.00
111	ORION LTE-M Endpoints	\$ 75.00	2682	\$ 201,150.00
				\$ 417,050.00

TOTAL WITH 8% TAX**\$450,414.00****ORIGINAL BUDGET****\$850,000.00**



We Are Columbia

MEETING DATE: August 20, 2019

DEPARTMENT: Procurement and Contracts

FROM: Sandra Wright, Purchasing Agent

SUBJECT: Council is asked to approve the purchase of Annual Repair Materials for the Wastewater Maintenance Division, as requested by Columbia Water. Award to the lowest responsive and responsible bidders of each lot in the total amount of \$195,939.17.

PURPOSE:

REQUISITION NO.: R199529, R199531, R199530

FUNDING SOURCE & ORIGINAL BUDGET: Funding Source: Utilities Wastewater Maintenance-Pipes, Fittings, Hydrants, ETC. 5516205-625700. The original budgeted amount is \$300,000.

CLEAN WATER 2020?: No

FOCUS AREAS: Innovative & High Quality Municipal Services

Four (4) vendor responses were received for BID069-17-18-ASH Wastewater Management Annual Maintenance Repair Materials. The initial contract term will expire June 30, 2020, with an option to renew two (2) additional one (1) year periods.

ATTACHMENTS:

- **#a:** Lot pricing for each vendor (PDF)
- **#b:** Lots Awarded to each vendor (PDF)

Core & Main		Ferguson WW		Fortiline, Inc		Hayes Pipe		Neenah	
Lot #1	\$ 10,797.36	Lot #1	\$ 12,103.84	Lot #1	\$ 11,967.20	Lot #1	\$ 11,371.92	Lot #1	\$ -
Lot #2	\$ 5,337.00	Lot #2	\$ 5,980.00	Lot #2	\$ 5,666.00	Lot #2	\$ 6,563.80	Lot #2	\$ -
Lot #3	\$ 36,182.90	Lot #3	\$ 31,592.60	Lot #3	\$ 34,302.00	Lot #3	\$ 36,739.25	Lot #3	\$ -
Lot #4	\$ 60,006.25	Lot #4	\$ 61,146.55	Lot #4	\$ 66,652.75	Lot #4	\$ 66,766.97	Lot #4	\$ -
Lot #5	\$ 1,775.00	Lot #5	\$ 2,050.00	Lot #5	\$ 1,740.00	Lot #5	\$ 2,195.00	Lot #5	\$ -
Lot #6	\$ 609.00	Lot #6	\$ 658.50	Lot #6	\$ 192.60	Lot #6	\$ 800.40	Lot #6	\$ -
Lot #7	\$ 4,228.80	Lot #7	\$ 4,412.00	Lot #7	\$ 4,594.00	Lot #7	\$ 4,837.00	Lot #7	\$ -
Lot #8	\$ 26,260.00	Lot #8	\$ 27,040.00	Lot #8	\$ 26,910.00	Lot #8	\$ 29,151.20	Lot #8	\$ 30,550.00
Lot #9	\$ 12,360.00	Lot #9	\$ 12,300.00	Lot #9	\$ 12,585.00	Lot #9	\$ 13,935.75	Lot #9	\$ -
Lot #10	\$ 8,460.00	Lot #10	\$ 6,301.00	Lot #10	\$ 6,500.00	Lot #10	\$ -	Lot #10	\$ -
Lot #11	\$ 23,525.00	Lot #11	\$ 22,669.55	Lot #11	\$ 27,315.00	Lot #11	\$ -	Lot #11	\$ -
Total	\$ 189,541.31	Total	\$ 186,254.04	Total	\$ 198,424.55	Total	\$ 172,361.29	Total	\$ 30,550.00

Core & Main		Fortiline		Ferguson	
Lot #1	\$ 10,797.36	Lot #5	\$ 1,740.00	Lot #3	\$ 31,592.60
Lot #2	\$ 5,337.00	Lot #6	\$ 192.60	Lot #9	\$ 12,300.00
Lot #4	\$ 60,006.25			Lot #10	\$ 6,301.00
Lot #7	\$ 4,228.80			Lot #11	\$ 22,669.55
Lot #8	\$ 26,260.00				
Total	\$ 106,629.41		\$ 1,932.60		\$ 72,863.15
Sales Tax	\$ 8,530.35		\$ 154.61		\$ 5,829.05
Award Total	\$ 115,159.76		\$ 2,087.21		\$ 78,692.20



We Are Columbia

MEETING DATE: August 20, 2019

DEPARTMENT: Procurement and Contracts

FROM: Sandra Wright, Purchasing Agent

SUBJECT: Council is asked to approve the purchase of Annual Repair Materials for the Water Distribution Division, as requested by Columbia Water. Award to the lowest responsive and responsible bidders of each lot in the total amount of \$812,133.87.

PURPOSE:

REQUISITION NO.: R199508, R199517, R199521, R199524

FUNDING SOURCE & ORIGINAL BUDGET: Funding Source: Utilities Water Distribution and Maintenance 5516203-625700. The original budget amount is \$812,133.87.

CLEAN WATER 2020?: No

FOCUS AREAS: Innovative & High Quality Municipal Services

Four (4) vendor responses were received for BID071-17-18-ECM Water Distribution Annual Repair Materials. The initial contract term will expire June 30, 2020, with an option to renew two (2) additional one (1) year periods.

ATTACHMENTS:

- **#a:** Lot pricing for each vendor (PDF)
- **#b:** Lots Awarded to each vendor (PDF)

Core & Main		Ferguson WW		Fortiline, Inc		Hayes Pipe		Neenah	
Lot #1	\$ 10,797.36	Lot #1	\$ 12,103.84	Lot #1	\$ 11,967.20	Lot #1	\$ 11,371.92	Lot #1	\$ -
Lot #2	\$ 5,337.00	Lot #2	\$ 5,980.00	Lot #2	\$ 5,666.00	Lot #2	\$ 6,563.80	Lot #2	\$ -
Lot #3	\$ 36,182.90	Lot #3	\$ 31,592.60	Lot #3	\$ 34,302.00	Lot #3	\$ 36,739.25	Lot #3	\$ -
Lot #4	\$ 60,006.25	Lot #4	\$ 61,146.55	Lot #4	\$ 66,652.75	Lot #4	\$ 66,766.97	Lot #4	\$ -
Lot #5	\$ 1,775.00	Lot #5	\$ 2,050.00	Lot #5	\$ 1,740.00	Lot #5	\$ 2,195.00	Lot #5	\$ -
Lot #6	\$ 609.00	Lot #6	\$ 658.50	Lot #6	\$ 192.60	Lot #6	\$ 800.40	Lot #6	\$ -
Lot #7	\$ 4,228.80	Lot #7	\$ 4,412.00	Lot #7	\$ 4,594.00	Lot #7	\$ 4,837.00	Lot #7	\$ -
Lot #8	\$ 26,260.00	Lot #8	\$ 27,040.00	Lot #8	\$ 26,910.00	Lot #8	\$ 29,151.20	Lot #8	\$ 30,550.00
Lot #9	\$ 12,360.00	Lot #9	\$ 12,300.00	Lot #9	\$ 12,585.00	Lot #9	\$ 13,935.75	Lot #9	\$ -
Lot #10	\$ 8,460.00	Lot #10	\$ 6,301.00	Lot #10	\$ 6,500.00	Lot #10	\$ -	Lot #10	\$ -
Lot #11	\$ 23,525.00	Lot #11	\$ 22,669.55	Lot #11	\$ 27,315.00	Lot #11	\$ -	Lot #11	\$ -
Total	\$ 189,541.31	Total	\$ 186,254.04	Total	\$ 198,424.55	Total	\$ 172,361.29	Total	\$ 30,550.00

Core & Main		Fortiline		Ferguson	
Lot #1	\$ 10,797.36	Lot #5	\$ 1,740.00	Lot #3	\$ 31,592.60
Lot #2	\$ 5,337.00	Lot #6	\$ 192.60	Lot #9	\$ 12,300.00
Lot #4	\$ 60,006.25			Lot #10	\$ 6,301.00
Lot #7	\$ 4,228.80			Lot #11	\$ 22,669.55
Lot #8	\$ 26,260.00				
Total	\$ 106,629.41		\$ 1,932.60		\$ 72,863.15
Sales Tax	\$ 8,530.35		\$ 154.61		\$ 5,829.05
Award Total	\$ 115,159.76		\$ 2,087.21		\$ 78,692.20



We Are Columbia

MEETING DATE: August 20, 2019

DEPARTMENT: Procurement and Contracts

FROM: Sandra Wright, Purchasing Agent

SUBJECT: Council is asked to approve an Engineering Services Agreement for Project SS7432; Starlite Pump Station Decommissioning and Basin Project, as requested by Columbia Water. Award to Weston & Sampson in the amount of \$292,520.00. This firm is located in Columbia, SC.

PURPOSE: This is a Mentor Protégé Program Project. Weston & Sampson of Columbia, SC is the Mentor and will provide technical consulting support and engineering services at 79.1% (\$231,624.55) of the contract value. Carper Civil Consulting, a Minority Business Enterprise (Woman) of Columbia, SC is the Protégé and will provide engineering design at 21% (\$60,895.45) of the contract value.

REQUISITION NO.: R198080

FUNDING SOURCE & ORIGINAL BUDGET: Funding Source: 5529999-SS743201-658650. The original budgeted amount is \$292,520.00.

BUSINESS PROGRAM: Mentor Protege Program

CLEAN WATER 2020?: Yes

FOCUS AREAS: Economic Prosperity - Endless Possibilities

This Agreement is being awarded under procurement method RFQ011-16-17-NMJ.

The above referenced Agreement will encompass the following:

Task 100 - Evaluation and Design Phase Administration

Task 200 - Preliminary Planning, Investigation, Engineering and Feasibility Study

Task 300 - Survey and Utility Mapping

Task 400 - Geotechnical Investigation

Task 500 - Final Design

Task 600 - Permits and Property

Task 700 - Bidding and Award

Task 800 - Engineering Services During Construction

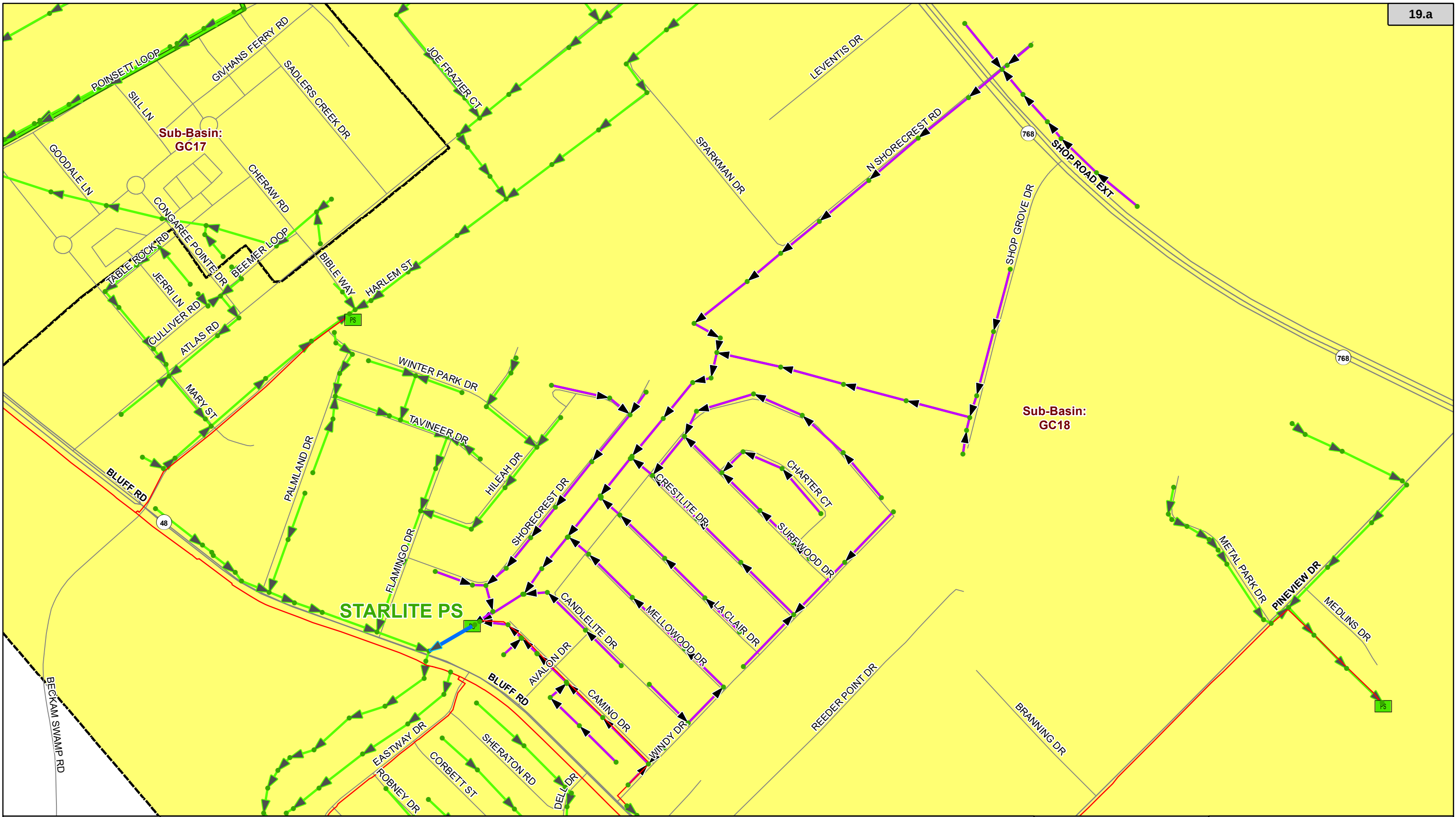
Task 1000 - Project Closeout

Task 1100 - Additional Services

Services to be performed will impact areas outside City Council Districts. The Office of the City Attorney has reviewed the Agreement. The ACM for Columbia Water and the Director of Utility Operations recommend its approval.

ATTACHMENTS:

- **#a:** SS7432 Project Location Map (PDF)
- **#b:** SS7432 Startlite Pump Station Decommission (PDF)





Clean Water 2020
Columbia's Clear Vision For Clean Water



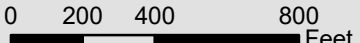
We Are Columbia

©HMM: May 29, 2019
Production Maps\ProjectLocation Maps\CIP\SS7432

 Sewer Manhole	 Sewer Gravity Main	 Sewer Pressurized Main
 Sewer Pump Station	 Proposed Sewer Gravity Main	 Sewer Gravity Main Contributing to Starlite PS
 Gills Creek Basin		



N



0 200 400 800 Feet

SS7432

Starlite PS Decomission

Project Location Map

Prepared For: Cle

Packet Pg. 138

Weston & Sampson Engineers, Inc.
Starlite Pump Station Decommissioning and Basin Rehabilitation Project SS7432



AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement is being awarded under procurement method RFQ 011-16-17-NMJ Category II Minor Wastewater Collection System Project.

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 Consultants, (hereinafter referred to as the "Consultant"), to provide technical consulting support and engineering services to the City of Columbia for the Starlite Pump Station Decommissioning and Basin Rehabilitation Project for the City of Columbia, SC.

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

2. **SCOPE OF SERVICES** – Upon written notification by the City to proceed, the Consultant shall provide the scope of services more fully described in Exhibit A, attached hereto. The Consultant shall perform any and all incidental services not specifically set forth in Exhibit A, which are necessary to fully complete the scope of services described in Exhibit A.

The Consultant's services shall be performed in a manner consistent with that degree of skill and care ordinarily exercised by practicing design professionals performing similar services in the same locality, at the same site and under the same or similar circumstances and conditions. The Consultant makes no other representations or warranties, whether expressed or implied, with respect to the services rendered hereunder.

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3. **SUPPLEMENTAL OR ADDITIONAL SERVICES** – The City may require supplemental or additional services of the Consultant or recommended by the Consultant and approved by the City in writing.

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

4. **TERM OF AGREEMENT** – The term of the Agreement is the date of the execution of this *Award* or a *Notice to Proceed* for an initial term of 28 months, or at such time total compensation provided for herein is reached, whichever is later.

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 C, attached hereto.

6. **COMPENSATION** – (See Exhibit B)

A. The total compensation to be paid by the City to the Consultant under this Agreement shall not exceed i.e. Two Hundred Ninety-Two Thousand, Five Hundred Twenty Dollars and No/100 (\$292,520.00).

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**

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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 E 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 (See Exhibit G)

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

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

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.

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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 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.

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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, 1225 Lady Street, Suite 102, 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 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>21.0</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/>)
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

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contracting capabilities of minority-owned business enterprises (MBE), women-owned business enterprises (WBE), and small business enterprises (SBE). In order to provide opportunities for growth and to encourage hands-on business relationships, certain capital improvement projects may be designated by the City of Columbia as Mentor-Protégé Program projects. The City of Columbia has determined that participation in the City's Mentor-Protégé Program is required for this project. The MPP goals for this requirement are 21.0%.

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 which the City is not a party. The MPP Implementation Plan is attached hereto as Exhibit F.

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

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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 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

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shall be the Certificate Holder and shall be named as an *Additional Insured, with 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 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,

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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 Consultants Permits, City/County/ South Carolina Department of Health and Environmental Control (SCDOT) Encroachment Permits, encroachment permits for other utility rights-of-way and railroad right-of-way encroachment permits/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.

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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 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.

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 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 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 Consultant 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: N/A
Email: procurement@columbiasc.gov

Weston & Sampson Engineers, Inc.

Name: William Davis
Title: Project Manager
Address: 1201 Main St
Columbia, SC 29201
Phone: (803) 603-8527
Fax: N/A
Email: DavisW@wseinc.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.

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- 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 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

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C 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.
- 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

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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.

- 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

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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.

K. In carrying out services under this Agreement, the Consultant shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation or national origin. The Consultant

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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, promotion, 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 Consultant shall post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause. The Consultant will incorporate these nondiscrimination requirements in all subcontracts for work under this Agreement.

- 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

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forth the entire understanding between the parties hereto regarding the subject matter hereof.

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

CITY OF COLUMBIA, SOUTH CAROLINA

Witness **Teresa Wilson, City Manager** **Date:** _____

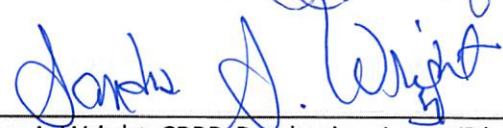
WESTON & SAMPSON ENGINEERS, INC.

ROBERT L. HUENER  **Date:** 7-24-19
Print: Name/Title **Signature**

Recommended by:

 8/5/19
Joseph D. Jacob, P.E., Director of Utility Operations **Date**

 8/7/19
Clint Shealy, P.E., Assistant City Manager for Columbia Water **Date**

 8/7/19
Sandra A. Wright, CPPB, Purchasing Agent/Director of Procurement and Contracts **Date**

APPROVED AS TO FORM


Legal Department City of Columbia, SC

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List of Exhibits

Exhibit A – Scope of Services

Exhibit B – Compensation

Exhibit C – Schedule

Exhibit D – Prime Business Information Statement

Exhibit E – Subconsultant Firm Information Records

Exhibit F – Mentor Protégé Program Implementation Plan

Exhibit G – Invoicing Procedures

Exhibit H – Prompt Payment Affidavit

EXHIBIT A SCOPE OF SERVICES

CITY OF COLUMBIA CIP # SS7432 STARLITE PUMP STATION DECOMMISSIONING AND BASIN REHABILITATION RELATED WORKS

The services performed by Weston & Sampson (Consultant) as a part of this project include providing technical engineering support to the City of Columbia (City) for the following projects:

- Gravity System Improvements and Decommissioning of the Starlite Pump Station (PS),
- Rehabilitation of Starlite Pump Station Sewer Basin

The City has gathered and shared the following information with the Consultant earlier.

1. Alliance Consulting Engineers' Starlite Pump Station 100% (final) evaluation report including SSES (CCTV video of the existing sewers, Manhole data, condition assessment), and
2. As-built information of the sewer system prior to the construction of the Starlite PS.

The sewer basin that contributes to the Starlite Pump Station was rehabilitated in 2011 (City Project SS696603). The consultant shall review all previously compiled SSES data and pipeline and manhole defect scores completed for the basin and determine the extent/scope of rehabilitation required.

The consultant shall provide the City a plan for decommissioning the Starlite Pump Station and a construction sequence to allow for any necessary by-passing operations during the construction of a new sewer to reroute wastewater from the Starlite Pump Station to either existing manhole 25922MH or 25981MH and the likelihood of transferring easement rights to the City. If either of these routes are not feasible or easement transfer is not likely, then the consultant should recommend a new route and identify the associated easement requirements. Design plans and specifications should then be prepared on the selected route.

In this scope and all associated attachments, the City and Owner are synonymous. The term Consultant refers to the firm performing the field services (Engineer OR Subconsultant) during the study and design phase. Contractor refers to the construction contractor during the construction phase in this scope.

Task 100 –Evaluation and Design Phase Project Management and 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:

- Communicate with the City through a single point of contact, the Consultant's Project Manager.
- For Tasks 100 through 700, provide monthly schedule updates 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. The project schedule shall be created in MS Project. The initial detailed project schedule shall be reviewed by the City before proceeding with the Scope of Service. The schedule shall begin based on the date on the Notice to Proceed and shall use the calendar days as outlined in Exhibit C. All documents provided to the City for review shall be provided in hardcopy and electronically in PDF format and loaded to SharePoint.
- For Tasks 100 through 700 and with each monthly progress report, Consultant shall submit and load to SharePoint a Work Summary spreadsheet that the City will use to report to Cityworks® on areas that have been inspected or rehabilitated. A comprehensive list is to be provided identifying each pipe and/or manhole or other asset, and what was done (cleaning, CCTV, inspection, dye testing, smoke testing, etc.) during the preceding month. A sample Work Summary template will be provided by the City.
- Implement and adhere to internal quality control and quality assurance procedures and ensure all work performed by subconsultants meets these procedures prior to issuance of all deliverables.

120 Coordination Meetings

- Throughout the project, the Consultant will maintain regular contact with City staff. This scope includes a kickoff meeting at the beginning of the project and 4 monthly progress meetings during the execution of Tasks 100 through 700, and includes a 30, 60, and 90 Percent Design Review Meetings. The Consultant will issue meeting minutes for each meeting during Tasks 100 through 700. At the project milestones (30, 60, and 90 percent), the Consultant will compile all comments received during the meetings and respond with one consolidated set of comments to the City using the City's Standard Comment Form. Responses to the comments will be checked for acceptance by individual reviewers before being accepted and closing out the individual comment. At the conclusion of final design, drawings and specifications will be submitted to the City for final review and approval. Revisions to the drawings will subsequently be made to incorporate the City's comments. This scope assumes four sets of design and construction documents will be delivered for each submittal (30, 60, and 90 percent and final bid set). Electronic copies of the contract documents will also be delivered in PDF format and loaded to SharePoint unless otherwise specified. Milestone checklists will be used by the City's review team during the design review meetings. A copy of these checklists will be provided by the City.

130 Project Management & Coordination with the City

- Consultant will use SharePoint, a web-based document storage, sharing, and controls website currently in use by the City, to share and file documentation of project progress, data, invoices, monthly progress reports, monthly schedule updates, monthly work summary spreadsheets, permits, emails, decisions, deliverables, and all other design and management aspects. 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.

140 Public Outreach

Consultant will provide public relations for this project to include:

- The Consultant shall be responsible for the implementation of the City's Public Relations Plan and public notification as required in the specifications during the system evaluation and design phase of the project. Consultant shall attend one public meeting referred as "Quarterly Drop-in" that will occur at the City Hall, approximately at the 90 percent design milestone. Consultant shall prepare design technical documents and materials for the meeting, including draft design plans. Consultant shall also have a computer with data accessible to show project area mapping and will show the project relevant information upon request at the meeting.
- Assist City by identifying the project limits/location for 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.

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 (5) 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 (5) quarterly report forms to the City of Columbia's Office of Business Opportunities.

160 Task 100 Deliverables

- Monthly Progress Reports, Invoices, and Schedule updates
- Agenda and Minutes for the Kick-off meeting
- Agenda and Minutes for (4) Monthly Progress meetings
- Confirm Notification and provide displays and handouts for (1) Public Meeting
- Minutes, with City review comments, from the three milestone review meetings that occur during regularly scheduled monthly progress meetings
- (5) Quarterly Mentor-Protégé Program Reports

Task 200 - Preliminary Planning, Investigation, Engineering and Alternative Analysis

210 Data Assessment

- This task includes review of previously collected SSES Data for the Starlite PS. The Consultant shall review and evaluate previous recommendations for decommissioning of the Starlite PS, gravity sewer conveyance into East Bluff PS tributary, and rehabilitation of Starlite sewer basin. The Consultant shall limit the evaluation of rehabilitation of manholes and pipelines to only those that had defect scores of 4 or higher in previous reviews (up to 38 manholes and 6 pipes). The Consultant shall also identify utility conflicts that are found during the review and submit a list of these conflicts to the Owner with a recommendation on how to proceed. Marking of utilities is not included in the scope.

220 Develop Recommendations

- The Consultant is to evaluate the recommended re-route option and make recommendations based on findings from field investigation, analysis of the report, cost and other factors such as long-term operation and maintenance, community impacts, existing or new easements, etc. The consultant shall meet with the City to present recommendations.
- Cost estimates of all alternatives shall be prepared along with a conceptual design level cost estimate for the recommended plan. A recommended

implementation schedule shall also be prepared. This task includes a meeting to review the recommended rehabilitation approach. This meeting will take the place of a regularly scheduled monthly progress meeting.

- The Consultant will work closely with the City to determine the available budget for sewer relocation.

230 Preliminary Agency Coordination

- Upon selection of final route (gravity flow conveyance from Starlite PS), rehabilitation of sewers in Starlite PS tributary 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

- Upon selection of final alternate 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 Preliminary Engineering Report (30% design submittal)

- The Consultant shall prepare a Preliminary Engineering Report (PER) summarizing findings and recommendations for review by the City.
- The Consultant will submit a draft PER to the City and attend a regular monthly progress meeting to discuss the City's comments. Following the meeting, the Consultant shall incorporate the City's comments and finalize the report. This submittal is considered the 30 percent design and this meeting is considered the 30 Percent Design Review Meeting.
- Consultant shall identify all required easements as part of the PER and provide updates monthly after this meeting.
- The PER should also include a conceptual level cost estimate of the recommended plan for all three sub-projects.

260 Task 200 Deliverables

- Draft Preliminary Engineering Report (Task 250)
- Agenda and Minutes from progress review meetings (Task 250)

Task 300 - Survey and Utility Mapping

310 Wetlands – Starlite PS

- Consultant shall coordinate with City to send wetlands delineation notification letters.
- Consultant will provide wetlands delineation and flagging for the gravity sewer re-route of Starlite Pump Station.

320 Field Survey

- City will provide capacity analysis of sewer mains from 25981MH to the East Bluff PS and total flow into Starlite PS.
- The City will provide the topographic survey, GIS data, and CCTV for the recommended gravity sewer re-route of Starlite Pump Station, the new gravity sewer between Manholes 26024MH and 25926MH, the East Bluff outfall, and all necessary easements. Surveying will be in accordance with current South Carolina surveying standards and conducted using conventional, GPS or other accepted methods.
- Provide a discussion for any additional survey other than City provided survey information. If additional survey is required, the Consultant shall, in accordance with Task 1100:
 - 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 to the City.

330 Property Research and Easement Exhibits

- The Consultant's Protege shall prepare Easement Exhibits for permanent easements that will be required to construct the proposed sewer line. Easement boundaries will be based on distances relative to property lines provided by the City. Exhibits shall be prepared in accordance with the standards of the City for recording. This Scope of Services is based on preparing (7) easement exhibits.
- The City will provide plat information, including bearings and distances and any legal descriptions required, for each easement.

340 Task 300 Deliverables

- Up to 7 Easement Exhibits (Task 330)

Task 400 - Geotechnical Investigation

410 Field Investigation

- Consultant will utilize sub-consultant for geotechnical services to provide subsurface soil conditions along the recommended gravity sewer re-route for Starlite Pump Station. Borings at intervals of 500 feet along the route will be performed to determine general soil conditions (up to 7 borings). It is assumed that (1) boring will be to a depth of 30 feet 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.
- 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.
- A Geotechnical Engineering Report will be prepared based on the results of the evaluation that details the results of the testing performed. 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. 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 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
- Sub-consultant will obtain all SCDOT and City 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 results to include in PER.

Task 500 - Final Design

Upon approval of the PER, the Consultant will prepare the Contract Documents (design drawings and specifications) for the construction of the recommended plan. The design drawings will be survey-grade plans along with all required details. Consultant will also provide all necessary permit applications (see Task 550). It is assumed that work will be implemented under a single construction contract.

510 Roadway Coordination (City, Town, County, State, Federal)

- Consultant will contact the City, County, State and Federal agencies to determine design parameters for construction of the new transmission line 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 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 this project.
- Consultant will coordinate final design with agreed upon requirements of all encroachment permits and conflict resolution solutions.

530 Project Plans and Specifications

Consultant will be responsible for the submittal of plans and specifications for 90 percent, draft Final and Final Bid Set which shall meet the following requirements:

Design Drawings

1. Cover Sheet
2. General Notes and Legend
3. Plan sheets – Sheets shall be 24-inch by 36-inch and contain plan views showing the required work with an aerial background (or survey background) and be detailed enough to show all pertinent field conditions. Houses and streets shall be labeled. The sheets shall also contain tables of necessary information such as pipeline rehabilitation method, diameter, material, stationing of any point repairs, and manhole rehabilitation method.
4. Traffic Control Plans
5. Sewer Installation Details

Specifications

Standard specifications will be provided by the City. The Consultant shall provide a list of specifications needed at the 60% milestone and drafts of all specification sections at the 90% milestone.

The Consultant will be expected to:

- Modify the City Standard Bid Form and Measurement & Payment sections as needed to suit the work.
- Modify the City Standard Division 2 specification sections for pipe and manholes as necessary to accommodate the work and take full responsibility for all content of each section.
- Modify the City Standard Division 1 specification sections to accommodate the work and take full responsibility for all content of each section.
- Modify the City Standard Division 0 specification sections including Special Provisions, Bid Advertisement, Contract, etc.
- Upon approval of the 100% submittal, Consultant will provide one set of final bid plans, a CD containing PDFs 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 & Permitting

- This scope assumes that permit applications are prepared by the Consultant and submitted on behalf of the City. Consultant will contact and meet as necessary with City, County, State, and Federal regulatory agencies to determine design parameters and comply with regulatory requirements for the new construction.
- Potential agencies are:
 - South Carolina Department of Health and Environmental Control
 - US Corps of Engineers – Wetlands
 - Richland County – Encroachment & Stormwater
 - City of Columbia – Streets Division
 - City of Columbia – Stormwater
 - South Carolina Department of Transportation

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 90-and 100-percent plan reviews.

560 Design Reviews

- Consultant will provide the City with copies of plans and specifications for the Project for review and approval at the sixty (60%) and ninety (90%) percent and bid-ready level (100%) completion milestones. Consultant will meet with the City during these milestones (coinciding with the monthly progress meetings) 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.
- It is assumed that City-standard traffic control details will be included in the design documents and that the Contractor will be required to develop detailed traffic control plans if necessary.

570 Task 500 Deliverables

- Copy of the Consultant's QA/QC Plan
- The 60% Completion Milestone Design Submittal
- The 90% Completion Milestone Design Submittal
- Opinions of Probable Construction Cost
- The 90% Design (Permit Submittal Set)
- The 100% Design Bid Documents

Task 600 - Permits & Property (As Deemed Necessary)

610 Property and Right-of-Way Assistance

- Easements – Refer to Task 300 above.
- The Consultant will rely on Richland County Tax Map information in identifying property owners and will research Richland County records for property plats that have been recorded and filed with the County.
- This scope assumes the City staff will obtain all necessary easements including temporary construction easements and new permanent easements utilizing the easement plats prepared by the Consultant.
- Easement preparation will begin at the 30-percent phase and shall be submitted to the City at the 60-percent phase. Any rework of easement plats between the 30- and 60-percent phase will be at no cost to the City.

620 Permits

- 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 including partial and final permit to operate and/or approvals; and furnish SCDHEC with the required number of copies of plans and specifications needed for review and approval. The City is responsible for all fees.

- **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 by the City of Columbia and/or Richland County. 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 the City of Columbia/and or Richland County. Consultant will provide all required submittal copies and respond to all inquiries by the City. The City is responsible for all fees associated with the NOI approval process.
- **Wetlands Permit:** This scope assumes wetland delineation and mitigation will be required for the anticipated route. Consultant will delineate wetlands and upon City approval of the sixty (60%) percent completion documents, Consultant will submit the 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 City is responsible for all fees.
- **Roadway Encroachment Permits:** This scope assumes a City of Columbia 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 the City of Columbia 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. The City is responsible for all fees.
- **Other Permits:** This scope does not include railroad encroachment permits or permits/reporting required for SRF funding. If they are required, they can be added by amendment.

Task 700 – Bidding and Award

710 Bidding Assistance

- The Consultant shall provide services during the bidding phase to include leading a pre-bid conference, providing technical interpretation of the bid documents, preparing addenda, attending the bid opening, evaluating the bids and making a recommendation to award, and preparing Contract Documents for signature.

- Conformed documents incorporating all addenda items issued are also the responsibility of the Consultant.
- It is assumed that the duration of the Bid Period will be four weeks and that the City will be distributing the bid packages. An additional two months is assumed from selection of the Contractor to the issuance of the Notice to Proceed.

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 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

- 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 9 months (270 days) for substantial completion and 30 days for final completion for a total construction duration of 300 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.

810 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 9 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.
- Consultant shall submit a Work Summary spreadsheet that the City will use to report to Cityworks® on areas that have been inspected or rehabilitated along with each monthly pay application by the Contractor. A comprehensive list is to be provided with each pay application identifying each pipe and/or manhole or other asset, and what was done (cleaning, lining, etc.). A sample Work Summary template will be provided by the City for this spreadsheet. The

Consultant may place a portion of the burden on the Contractor through the construction documents, but the Consultant is ultimately responsible for submittal and accuracy of this monthly Work Summary spreadsheet. Consultant shall check the Work Summary monthly against the pay items for that month for accuracy.

820 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.

830 Change Orders and Time Extensions

- The Consultant will provide services in connection with up to (3) 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.

840 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.

850 Site Visits and Observations by Engineer

- The Consultant shall provide (4) 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. This scope includes site visits for (9) months (36-weeks) by the Project Engineer and/or the field representative an average of up to (3) hours per week. This breakdown can be found below:
 - **Starlite PS Decommission and Gravity System Improvements:** This scope includes site visits for (2) months (8-weeks) by the Project Engineer and/or the field. If additional site visits are required, this contract will be amended to provide such additional services.
 - **Rehabilitation of Starlite PS Sewer Basin:** This scope includes site visits for (4) months (16-weeks) by the Project Engineer and/or the field representative. If additional site visits are required, this contract will be amended to provide such additional services.
 - A construction observation report will be filled out for each visit and submitted to the City on a monthly basis along with the monthly progress report for the project.

Task 900 – Full Time Construction Inspection (Not Applicable)

Task 1000 – Project Close-out

1010 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

1020 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.

1030 O&M Submittal (Not Applicable for this project)

1040 Digital Information Submittal (See Task 1010 above)

1050 Final Notice of Acceptability of Work (See Task 840 above)

- 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.

TASK 1100 - Additional Services

1110 General Task

The City reserves the right to amend this Scope of Services so that Consultant may furnish additional services such as those listed below:

- Additional asset evaluation, rehabilitation, or design outside of the anticipated project limits
- Additional Surveying outside original scope or for Record Drawings.
- Change in anticipated re-route design.
- Additional Construction Services beyond the hours and time allotted under Task 850 in this agreement.
- Flood Study or Flood Impact Analysis.

- Professional engineering services related to additional or extended design and bidding services. Bidding services are based on a thirty (30) day advertisement period.
- Additional meetings with homeowners and agencies beyond those scheduled in the agreement.
- Additional property research and easement exhibits, other than outlined herein.
- Environmental assessments to include surveys/studies for threatened or endangered species, or historical/cultural resources.
- 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.
- Modifications to the design after 90% design review comments have been received.
- Multiple bid packages. It is assumed a single bid package/construction contract for this project, and the project will not be broken into phases of construction.
- Changes to the design during construction that are related to unknown site conditions or other onsite projects.

For services rendered under Task 1100 - Additional Services, compensation to the Consultant shall be negotiated with the City. An allowance of \$40,000.00 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 follows:

The City agrees to perform the following:

- Provide topographic survey.
- 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 the City's sewer system 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 beyond what is assumed in Task 620.
- Provide independent quality assurance testing required by the specifications or deemed reasonable by Consultant and City.
- Provide available data as requested.
- For Task 300:
 - City will provide capacity analysis of sewer mains from 25981MH to the East Bluff PS and total flow into Starlite PS.
 - The City will provide the topographic survey, GIS data, and CCTV for the recommended gravity sewer re-route of Starlite Pump Station, the new gravity sewer between Manholes 26024MH and 25926MH, the East Bluff outfall, and all necessary easements (up to 7).
 - City will provide survey of wetland flags.

EXHIBIT B

COMPENSATION

City of Columbia
CIP # SS7432

STARLITE PUMP STATION DECOMMISSIONING AND BASIN REHABILITATION RELATED WORKS

Compensation for services provided under Tasks 100 through 1100 as outlined in Exhibit A, Scope of Services, is estimated to be a total of \$292,520.00. This includes \$213,965.00 of lump sum tasks, as well as \$78,555.00 of hourly tasks. Lump Sum and Hourly tasks are clearly labeled in the chart below.

An estimated breakdown of the fee is shown in the following table:

Task	Description	Unit*	Weston & Sampson (Mentor) Amount	Carper Civil Consulting (Protégé) Amount	Total New Contract Amount
100	Evaluation and Design Phase Administration	LS	\$ 42,000.00	\$ 2,300.00	\$ 44,300.00
200	Preliminary Planning, Investigation, Engineering and Feasibility Study	LS	\$ 32,370.00	\$ 6,000.00	\$ 38,370.00
300	Survey and Utility Mapping	LS	\$ 2,934.55	\$ 10,745.45	\$ 13,680.00
400	Geotechnical Investigation	LS	\$ 785.00	\$ 7,850.00	\$ 8,635.00
500	Final Design	LS	\$ 65,110.00	\$ 10,000.00	\$ 75,110.00
600	Permits and Property	LS	\$ 2,260.00	\$ 12,000.00	\$ 14,260.00
700	Bidding and Award	LS	\$ 12,600.00	\$ -	\$ 12,600.00
800	Engineering Services During Construction	HR	\$ 38,555.00	\$ -	\$ 38,555.00
1000	Project Closeout	LS	\$ 3,010.00	\$ 4,000.00	\$ 7,010.00
1100	Additional Services	HR	\$ 32,000.00	\$ 8,000.00	\$ 40,000.00
Total of Contract			\$ 231,624.55	\$ 60,895.45	\$ 292,520.00
Percentage of Contract			79%	21%	
Notes: *LS = Lump Sum *HR = Hourly Time Plus Expense					

ID	Task Name	Duration	Start	Finish	Quarter																							
					Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul
1	100 - Evaluation and Design Phase Project Management and Administration	263 days	Fri 9/20/19	Tue 9/22/20																								
2	200 - Preliminary Planning, Investigation, Engineering and Alternative Analysis	67 days	Fri 9/20/19	Mon 12/23/19																								
3	300 - Survey and Utility Mapping	24 days	Fri 9/20/19	Wed 10/23/19																								
4	400 - Geotechnical Investigation (If Required)	24 days	Fri 9/20/19	Wed 10/23/19																								
5	500 - Final Design	263 days	Wed 12/4/19	Fri 12/4/20																								
6	600 - Permit and Property (As Deemed Necessary)*	90 days	Mon 8/3/20	Fri 12/4/20																								
7	700 - Bidding and Award	67 days	Sat 12/5/20	Mon 3/8/21																								
8	800 - Engineering Services During Construction	197 days	Mon 3/8/21	Tue 12/7/21																								
9	1000 - Project Closeout	23 days	Tue 12/7/21	Thu 1/6/22																								
10																												
11																												
12																												
13																												
14																												
15																												
16																												
17																												
18																												
19																												
20																												
21																												

Project: SS7432 Starlite Schedule
 Date: Wed 7/10/19

Task		Project Summary		Inactive Milestone		Manual Summary Rollup		Deadline	
Split		External Tasks		Inactive Summary		Manual Summary		Progress	
Milestone		External Milestone		Manual Task		Start-only			
Summary		Inactive Task		Duration-only		Finish-only			

PRIME BUSINESS INFORMATION STATEMENT

Note: Form to be completed by the PRIME Vendor, Contractor or Consultant Only and submitted with your bid, proposal or response.

Offeror/Respondent's Business Name: Weston & Sampson Engineers Inc

Headquarters Address: 55 Walkers Brook Drive
Reading, MA 01867
978-532-1900

Local Office Address, if applicable: 1201 Main Street, Suite 930
Columbia, SC 29201
803-667-9904

Phone No.: 803-667-9904 Fax No.: _____

Email address: DavisW@wseinc.com

Tax ID No. (Soc. Sec. No., if Sole Proprietor): 04-2601194

DUNS Number: 04-943-3352

Select One: ☒ Corporation ☐ Sole Proprietor ☐ Partnership

*Have you (as a Sole Proprietor), your business or anyone on the proposed team bidding on this project, ever been debarred or suspended? Yes ___ or No X

*Are there any current or pending litigations involving this business/business owner/subcontractors or other members on the proposed team? Yes ___ or No X

(On a separate sheet or letter, please provide an explanation for any/all "Yes" responses).

*Note: Failure to fully disclose this information may automatically deem the Bidder/Offeror/Respondent non-responsive. All "Yes" responses are subject to further review by the City and may result in your bid/response being deemed non-responsive or bidder/Offeror deemed non-responsive.

Business Contact Person to respond authoritatively to any questions about this statement:

Name/Title: Hillary Lacirignola, Risk Manager

Phone Number: 978-532-1900

List all Subcontractors submitted for consideration/approval if PRIME is awarded the contract. Please include their business name, address and Tax Identification No(s). Use additional sheet, if necessary.

Subconsultant

Carper Civil Consulting LLC

2547 Josiah Street

Charleston, SC 29492

843-566-2317 phone

82-2062965 EIN

Form Completed by:

Authorized Signature

Date

EXHIBIT E

**City of Columbia
CIP # SS7432
STARLITE PUMP STATION DECOMMISSIONING AND BASIN REHABILITATION
RELATED WORKS**

SUBCONSULTANT FIRM INFORMATION RECORDS

The Engineer shall list all firms, including minority and female owned firms, providing sub-consulting services under this Agreement. The list shall be submitted in the format provided below. Any proposed changes must be submitted in writing to the City, including the reason(s) for the proposed changes, prior to initiation of any action by the Engineer. Any invoices submitted for payment under this Agreement must include the dollar amount to be paid to each firm listed below for the invoice period.

Firm Name and Address	Contact Name and Telephone #	Group/Classification (MBE, WBE, SBE, Non MBE/WBE/SBE) Select ONE	Services to be Provided	Dollar Value of Services*
Carper Civil Consulting 1201 Main St, Ste 1845 Columbia, SC 29201	Lauren Carper 843.566.2317	PROTÉGÉ WBE	Engineering Design	\$60,895.45

*Estimated fee; fee may vary based on actual services provided.

Please clearly note the Protégé Firm in the "Group" Column.
Add additional rows as needed.



CITY OF COLUMBIA

Department of Utilities and Engineering
Compliance Division
P.O. Box 147 | Columbia, South Carolina 29217
Phone: 803-545-3049 Fax: 803-545-4130

MENTOR PROTÉGÉ PROGRAM Implementation Plan

Date: 5/22/2019

Project Number: SS7432

Mentor: Weston & Sampson Engineers, Inc.

Project Name: Starlite Pump Station Decom.

Protégé: Carper Civil Consulting, LLC

Duration of the Project: 28 months

Project Contract Amount: \$292,520.00

Protégé Amount: \$60,895.45

Statement of Commitment: Both Mentor and Protégé are committed to providing an adequate amount of resources and effort to execute the plan below. Mentor and Protégé acknowledge the Implementation Plan is a joint plan and agree to meet at least quarterly to verify compliance with this Plan.

1. How do the Mentor and Protégé intend to work together on the designated project?
Address contractual relationship, general roles and informal teaming arrangements.

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 Starlite Pump Station Decommissioning project will be a specific task order under the Agreement. The Task Order will specify the tasks, schedule, and fee.

2. How will the specific, quantitative goals in the Annual Business Plan and MPP Agreement be implemented via the work on the project? *Address general goals here and specific goals in question 9.*

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.

3. How will the team focus on developing protégé's business and implementing the actions necessary to obtain results reflected in the Mentor-Protégé Agreement? *Identify milestones, thresholds, or other indicators team that would indicate success is being achieved.*

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.



CITY OF COLUMBIA

Department of Utilities and Engineering
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P.O. Box 147 | Columbia, South Carolina 29217
Phone: 803-545-3049 Fax: 803-545-4130

4. Proposed manpower and resources from both the Mentor and the Protégé is required for the project. Address key personnel, equipment/materials, and insurance/bonding. Address special arrangements where applicable.

Mentor:

Bill Davis - Team Leader and other key staff at Weston & Sampson (WSE)

Protégé:

Lauren Carper - Principal of Carper Civil Consulting (CCC) and other employees as future needs arise

Subcontractors:

Terracon and Cygnus Environmental

Special Arrangements:

CCC will engage subconsultants for wetlands delineation and geotechnical services.

5. What scope of work to be performed by each participant of the MPP team?

a. Description of Mentor's responsibilities:

Project Management, Engineering Design, Bidding and Award, Engineering Services During Construction, Project Closeout

b. Description of Protégé's responsibilities on project:

Engineering Design, Permitting Services, Record Drawings, and Management of sub-consultants

c. Description of responsibilities that will be completed as a team:

Project Management, 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?

Evaluation and Design Phases - 12 months; Final Design - 12 months; Engineering Services During Construction - 9 months. CCC will be primarily utilized during the Evaluation and Design Phases of the project.



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7. How will the team comply with and maintain the focus on the requirements of the program for the duration of the project?

Weekly project status meetings and monthly progress meetings and reporting.

8. What are the team's specific, quantitative goals and milestones for the current project?

To complete project tasks on schedule and within budget.

9. Outline of Regularly Scheduled meeting between Mentor and Protégé (Progress reporting).

Kick off meeting, weekly project status meetings, monthly progress meetings, and complete reports.

10. 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 the 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

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11. List the Subcontractors that will be used on this project, as well as the information requested below: (The Subcontractor(s) listed below will NOT consist of your Protégé.)

Subcontractor's Name	Telephone	Address	Who will they report to?	Contract Amount	MPP, MBE, WBE, SBE	Percentage of Contract
Terracon	803.741.9000	521 Clemson Rd Columbia, SC	CCC	\$7,850.00	NA	3%
Cygnus Environmental	843.696.9865	PO Box 458 Cordesville, SC	CCC	\$5,000.00	NA	2%

12. What percentage of the project is being implemented by the Protégé? Must equate to a minimum of 20% of total contract amount.

Protégé Contract Value: \$60,895.45
Percentage of Contract: 21% (Minimum of 20% of total contract amount is required)



CITY OF COLUMBIA

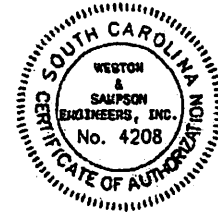
Department of Utilities and Engineering
Compliance Division
P.O. Box 147 | Columbia, South Carolina 29217
Phone: 803-545-3049 Fax: 803-545-4130

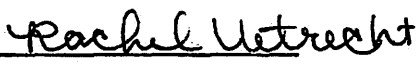
MENTOR-PROTEGE IMPLEMENTATION PLAN SIGNATURE SHEET

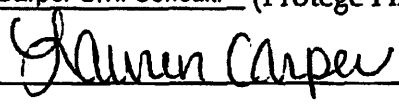
IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by their proper officials thereunto duly authorized as of the dates below indicated:

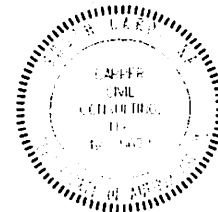
EXECUTED by Weston & Sampson (Mentor Firm) this 22nd day of May, 2019.
Corporate SEAL

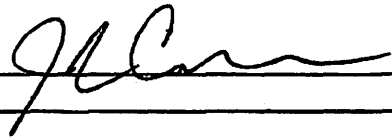
By: William H. Davis 
Title: Sr. Project Manager



ATTEST:
By: Rachel M. Uetrecht 
Title: Engineer I

EXECUTED by Carper Civil Consult. (Protégé Firm) this 22 day of May, 2019.
Corporate SEAL
By: Lauren Carper 
Title: Principal



ATTEST:
By: Jeff Carper 
Title: Vice President

RECOMMENDED FOR APPROVAL:

EXECUTED by the Department of Utilities & Engineering, Compliance Division on this 31 day of May, 2019.

By: Julia M. Kelly
Title: Compliance Administrator

Invoicing Procedure: Exhibit F

1. The City's Project Manager or his/her designee must review all invoices prior to payment.
2. The Consultant's invoice must contain sufficient detail by task and resource and should be easily traceable to the work completed on the project schedule. Descriptions used in the project schedule shall match those descriptions contained in the Consultant's invoice.
3. The work completed on the Consultant's project schedule must be the basis for full or a percentage of payment for work completed on the Consultant's invoice.
4. The Consultant will not request payment for taxes on Professional Services, labor or installation fees.
5. The Consultant will not invoice, or request payment for any equipment or services that may be specified in this Agreement prior to the delivery of said equipment or performance of said services.
6. The Consultant shall adhere to an agreed-upon delivery schedule for equipment and/or services. This is to ensure that the City does not pay for the advanced delivery of equipment that was not approved for delivery and/or have to warehouse or make space for unanticipated equipment deliveries. Exceptions to this requirement must be approved by the City's designated Project Manager and Purchasing Agent in writing.
7. All invoices shall include a valid Purchase Order number on the bill. If an approved emergency purchases are required for any reason before a purchase order number is available, a copy of the emergency request for purchase should accompany the Consultant's invoice.
8. The Consultant shall name a representative that will be responsible for reviewing all invoicing concerns that the City may have regarding this project.
9. The Consultant shall submit receipts for all actual expenses.
10. Travel expenses including airfare and car rental shall be invoiced at cost, without markup and with approved documentation (Note: This section does not apply to travel within the Columbia region for work being performed for the Agreement. It pertains to approved travel to and from Columbia if necessary to fulfill the terms of the Agreement.). Travel expenses apply only if applicable and approved by the City.
11. Lodging shall be invoiced up to the per diem rate according to the General Services Administration (GSA) rates established at www.gsa.gov, based on the date of travel. Lodging expenses apply only if applicable and approved by the City.
12. Field documents and other equipment/supplies shall be invoiced at cost only, with no markup, and the invoice must be submitted with approved documentation (packing slip/vendor invoice).
13. Other required non-labor expenses that may be applicable to the project and pre-approved by the City's designated Project Manager shall be invoiced at cost only, with no markup, and the invoice must be submitted with approved documentation (packing slip/vendor invoice).
14. Each invoice/payment request shall identify the percentage and dollar amount that will be paid to the Subconsultant and/or vendor for work performed and materials/products furnished. If required, the Consultant shall submit supporting documentation as required by the designated point of contact to support the amount being invoiced.

15. The Consultant shall provide the names of the Subconsultants and/or vendors and a description of the work performed in the invoice/request for payment. The Consultant shall also provide a breakdown of the supplies and materials being billed by each Subconsultant and/or vendor and the dollar amount to be reimbursed by the City.

EXHIBIT G - PROMPT PAYMENT AFFIDAVIT

Consultant will place a check in the appropriate box below that applies to this payment request.

Re: Payment Request No. _____

I, _____ (Name), the _____ (Title - e.g., President, Vice President, etc.) of _____ ("Company"), do state the following with regard to payments made under Contract No. _____ ("Contract"):

1. ____ Subconsultant, at the first tier, both DBE and non-DBE, who completed work and were listed for payment on the prior Payment Request No. _____, were paid no later than twenty (20) calendar days after Company received payment from the City.
2. ____ Copies of invoices and cancelled checks for Subconsultant at the first tier who were paid under the prior payment request have been delivered or mailed to the Construction Management Division. In addition, Company has attached to the current Payment Request all lien waivers for prior subcontractor payments and any other documentation required by the City. (Failure to attach all required documentation to the Payment Request or forward cancelled checks and invoices to the City's Construction Management Division may cause the Payment Request to be rejected by City.)
3. ____ All retainage amounts withheld from any Subconsultant who satisfactorily completed its portion of the contract work, including punch list items, were paid to the Subconsultant(s) no later than fourteen (14) calendar days after it satisfactorily completed its work, whether or not City has paid said retainage amounts to Consultant. Attach a copy of the cancelled check evidencing payment of each retainage amount.
4. ____ There was no delay in or postponement of any payment owed to a Subcontractor, whether periodic payment or retainage amount, except for good cause and after receipt of prior written approval from the Assistant City Engineer.

Attach a copy of the written approval from the City of Columbia.

Company Name _____

Signature _____

Print Name _____

Date: _____

Subscribed and sworn to before me this ____ day of _____ 20__.

Notary Public

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Give Form to the
requester. Do not
send to the IRS.

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

Weston & Sampson Engineers, Inc.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☒ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ► _____

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) 5

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

55 Walkers Brook Drive, Suite 100

6 City, state, and ZIP code

Reading, MA 01867

7 List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

____ - ____ - ____

or

Employer identification number

0 4 - 2 6 0 1 1 9 4

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign
Here

Signature of
U.S. person ►

Aunne Alushoj

Date ► 3/12/19

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
 - Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
 - Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
 - Form 1099-S (proceeds from real estate transactions)
 - Form 1099-K (merchant card and third party network transactions)
 - Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
 - Form 1099-C (canceled debt)
 - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

5 Centennial Drive, Peabody, MA 01960 (HQ)
Tel: 978.532.1900

Clerk's Certificate of Vote

The undersigned, Clerk of Weston & Sampson Engineers, Inc. hereby certifies that, at a meeting duly called in accordance with the by-laws, the Board of Directors unanimously passed the following resolution on December 18, 2018.

VOTED: To authorize

Bruce W. Adams
Jeffrey J. Alberti
Prasanta K. Bhunia
John A. Bocchino
Eugene R. Bolinger
Pompeo Casale
Barbara K. Cook
David M. Elmer
John A. Figurelli
Donald G. Gallucci

Robert A. Goober
Dean L. Groves
Robert L. Horner
Hillary M. Lacirignola
Blake A. Martin
George D. Naslas
Kent M. Nichols
Frank E. Occhipinti
Christopher M. Perkins
Francis M. Ricciardi

Cheri F. Ruane
Michael J. Scipione
Peter M. Smith
Leah E. Stanton
Daniel Tenney III
Christopher B. Wester
John J. Wright
Francis W. Yanuskiewicz

acting individually, to execute and deliver on behalf of the Corporation, contracts for Professional Services which are in the ordinary course of the Corporation's business, not including contracts exceeding \$2,000,000, during the fiscal year 2019.

VOTED: To authorize

Kenneth J. Bisceglia Jeffrey A. Wilson

acting individually, to execute and deliver on behalf of the Corporation, contracts for Professional Services which are in the ordinary course of the Corporation's business, not including contracts exceeding \$500,000, during the fiscal year 2019.

VOTED: To authorize

Daniel P. Biggs
Gordon R. Matson
Margaret A. McCarthy

Jeffrey W. McClure
Daniel E. Sheahan
Patrick A. Terrien

Stephen P. Wiehe

acting individually, to execute and deliver on behalf of the Corporation, contracts for Professional Services which are in the ordinary course of the Corporation's business, not including contracts exceeding \$50,000, during the fiscal year 2019.

VOTED: To authorize

Richard A. Campbell
James R. Fair
Kipling R. Gearhart
Duane C. Himes

Thomas S. Hydro
Laurence F. Keegan
Brian J. McCormack
Tara E. McManus

Steven K. Pedersen
Michael J. Richard
Carl W. Stone
John M. Sykora
Paul V. Uzgiris

acting individually, to execute and deliver on behalf of the Corporation, contracts for Professional Services which are in the ordinary course of the Corporation's business, not including contracts exceeding \$10,000, during the fiscal year 2019.

The undersigned further certifies that the above vote has not been amended or rescinded and remains in full force and effect as of the date set forth below.

Jeffrey J. Alberti
Jeffrey J. Alberti, LEED AP, Clerk

Date 7/24/19



We Are Columbia

MEETING DATE: August 20, 2019

DEPARTMENT: Procurement and Contracts

FROM: Sandra Wright, Purchasing Agent

SUBJECT: Council is asked to approve the purchase of a Twelve Yard Sewer Truck and Sewer Equipment 900-ECO for Wastewater Maintenance, as requested by Columbia Water. Award to Jet Vac Equipment Company, using the Sourcewell Cooperative Contract #122017-SCA in the amount of \$405,232.24. This vendor is located in Sumter, SC.

REQUISITION NO.: R198726

FUNDING SOURCE & ORIGINAL BUDGET: Funding Source: Utilities Wastewater Maintenance - Machinery & Equipment - Capital; 5516205-658300. The original budgeted amount is \$425,000.00.

CLEAN WATER 2020?: No

FOCUS AREAS: Innovative & High Quality Municipal Services

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

Sewer Equipment 900-ECO & One (1) Twelve Yard Sewer Truck	
Base Price	\$402,232.24
Shipping and Handling	\$2,500.00
SC State Taxes	\$500.00
PO Total	\$405,232.24

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

ATTACHMENTS:

- **#a:** R198726 Quote (PDF)
- **#b:** R198726 Sourcewell Contract (PDF)



Sourcewell Formerly NJPA, Sewer Equipment Company of America, and Jet-Vac Equipment Company, LLC have come together to offer the 30 minute equipment purchasing solution for your government agency.

Sourcewell Formerly NJPA has solicited bids on behalf of its members in the category of Sewer Vacuum, Hydro Excavation, and/or Street Sweeper Equipment with Related Accessories and Supplies. Fourteen respondents were graded on a 1000 point scale in categories such as price, warranty terms, product quality, ecofriendly practices, value added attributes, and product selection. Based on its point total, Sewer Equipment Company of America has been awarded contract 122017-SCA which includes all of our products in the following categories:

- Mongoose and Sewer Equipment Truck Jets
- Mongoose and Sewer Equipment Trailer Jets
- Ram-Vac Catch Basin Cleaner and Combination Trailers
- Ram-Vac Hydro Excavation Trucks and Trailers
- Sewer Equipment of America Combination Machines and Jet Trucks / Trailers
- Sewer Equipment Easement Machines
- Sewer Equipment Rodders and Bucket Machines
- Smart Sewer Cleaning Nozzles
- VacMaster by Sewer Equipment Air Excavators

The most commonly asked question is, "Am I able to use the results of this bid to purchase my equipment?" The answer is YES, and it is based on two important, but simple principles:

1. The joint powers provision, present in every state law, dictates that what two units of government can individually do for themselves, one can do for the other. In essence, Sourcewell Formerly NJPA has conducted a competitive bid, and your government agency can use the results.
2. Sourcewell Formerly NJPA is a government entity. All Sourcewell Formerly NJPA employees are public employees who are required to pay into the Public Employment Retirement Association (PERA) through payroll deduction.

After choosing your desired equipment and receiving a Sourcewell Formerly NJPA price quotation from Jet-Vac Equipment Company, LLC, simply follow these steps:

1. If your municipality or organization is not already a member, sign up for your no cost, no obligation membership by clicking the maroon "join now" icon on the Sourcewell Formerly NJPA home page: <https://sourcewell-mn.gov/cooperative-purchasing/122017-sca#tab-products-and-services> you will receive your membership number within 24 hours.
2. Issue a purchase order to Jet-Vac Equipment Company, LLC referencing Sewer Equipment Company of America contract # 122017-SCA and your membership number.

That's it! Sourcewell Formerly NJPA, Sewer Equipment Company of America, and Jet-Vac Equipment Company, LLC will handle the rest.



5746 Broad Street
Sumter, SC 29154

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

ESTIMATE

Date	Estimate #
6/27/2019	Q2019-1249

PLEASE VERIFY SHIP TO ADDRESS

Attn: Jason L. Manchee
Columbia Water
Wastewater Management Division

Phone 803-545-3913 Jody Off Fax 803-988-8076

Name / Address
City of Columbia Attn: Accounting Dept. PO Box 147 Columbia, SC 29217

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

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

Terms	Due on receipt	Rep	JS	FOB Shipping Point	Delivered
Description	Qty	Amount	Total		
Sourcewell Contract #122017-SCA 900-ECO 12 Yard Truck Mounted Combination Sewer Cleaner to include: 4400 CFM Blower 8" Vacuum Hose system 18" Hg vacuum rating Dual Cyclone Separator Dual Element 10 Micron Final Filter Remote Vacuum Relief Variable Volume Delivery Analog Vacuum Display (6) Tube / Tube Rack Hydraulic Powered Boom 180° Working Radius 10' Boom Cylinder Boom Joystick Control 12 Cubic Yard Capacity Exten Steel Construction Debris Level Indicator Hydraulic Dump, 50° Dump Angle (LIFT CYLINDER) Dual Ported Rear Door w/ Knife Valve Dump Height 60" Hydraulic Open/Close/Lock Door 1300 Gallon Capacity Water Tank	1	297,861.07	297,861.07T		

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

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

Subtotal

Sales Tax (0.0%)

Total

FINANCING AVAILABLE



5746 Broad Street
Sumter, SC 29154

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

ESTIMATE

Date	Estimate #
6/27/2019	Q2019-1249

PLEASE VERIFY SHIP TO ADDRESS

Attn: Jason L. Manchee
Columbia Water
Wastewater Management Division

Phone 803-545-3913 Jody Off Fax 803-988-8076

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City of Columbia Attn: Accounting Dept. PO Box 147 Columbia, SC 29217

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Terms	Due on receipt	Rep	JS	FOB Shipping Point	Delivered
Description	Qty	Amount	Total		
Black Duraprolene™ Water Tank Construction w/10 Year Warranty Cold Weather Recirculation System 2.5" Hydrant Fill system Air Purge Valve Variable Volume Delivery Low Water Warning Light Analog Pressure Display Front and Mid Ship Hand Gun Ports NEMA 4 Control Panel Hour Meter (Blower & Water Pump) Military Spec. Sealed Switches 1) Alum Toolbox 24"x42"x100" - Behind Cab 2) Alum Toolbox 18"x18"x30" - Passenger 2) Alum Toolbox 18"x18"x24" - Rear 1) Alum Long Handle Storage LED D.O.T. Approved Lighting Front Mounted Telescoping & Rotating 800' x1" Capacity 10' Leader Hose Single Side Controls 3) 8" x 6' Extension Tube 1) 8" X 4' Extension Tube 1) 8" x 6' Crowned Suction Nozzle					

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Terms	Due on receipt	Rep	JS	FOB Shipping Point	Delivered
Description	Qty	Amount	Total		
1) 6" x 10' Flat Discharge Hose					
6) Quick Clamps					
BB Hose Guide					
Tri-Star (chisel point) nozzle					
DD (high flow) nozzle					
Finned Nozzle extension					
Nozzle Rack Mtd midship toolbox					
25' Fill Hose					
Upstream Pulley Guide					
Washdown gun w/ 50' ext. hose					
1) Torch Tip Cleaner - Size 8-45 (.069-.120")					
1) Hydrant Wrench					
1) Paper Owner's Manual					
AUTOMATIC LEVEL WIND WITH HYDRAULIC UP/DOWN ACTION					
FOOTAGE METER mtd on jet hose reel					
6) 28" D.O.T. SAFETY CONES & HOLDER					
CENTRAL LUBRICATION SYSTEM					
TRIPLEX PLUNGER STYLE GIANT WATER PUMP					
RATED AT 80 GPM @ 2000 PSI (includes drain valves)					
WATER TANK LOW LEVEL AUDIBLE ALARM (level set point is fixed at 150 gallons)					
FILL HOSE STORAGE RACK					
STANDARD HYDROEXCAVATION CLEANING KIT 20					

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Terms	Due on receipt	Rep	JS	FOB Shipping Point	Delivered
Description	Qty	Amount	Total		
GPM @ 2000 PSI (8" x 6' digging tube, 8gpm rotary digging wand, 10gpm linear nozzle (shipped loose), (2) 5' Extension wands and automatic reel w/ 75' of 3/8" hose) 2" Y-STRAINER ON INLET FILL SYSTEM ADDITIONAL 18"x18"x30" ALUMINUM TOOLBOX - (mtd passenger side rail) BUMPER MOUNTED ALUMINUM TOOL BOX 1) 10"x12"x22" (mounted driver side front bumper) LONG HANDLED TOOL STORAGE 2) 4" TUBES & CABINET DEBRIS LIQUID LEVEL AUDIBLE ALARM (level set point is adjustable) Note: Tied to vacuum relief and opens vacuum relief valve." TELESOPING BOOM SYSTEM (identical reach as standard) DEBRIS BODY VIBRATOR SYSTEM (12v electric with switch near dump control area) DEBRIS BODY WASH OUT SYSTEM (includes dual nozzles in debris box) ADDITIONAL 6" KNIFE VALVE ON REAR DOOR COMPLETE WITH INLET STRAINER (in addition to standard valve)					

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Subtotal

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Terms	Due on receipt	Rep	JS	FOB Shipping Point	Delivered
Description	Qty	Amount	Total		
DECANT SCREEN ON REAR DOOR PORT (swing out perforated shield)					
WIRELESS REMOTE CONTROL PENDANT (controls include hose reel payout/retrieve, water pump on/off, vacuum relief on/off, boom up/down, boom left/right, boom extend/retract and module kill switch)					
ENHANCED VISIBILITY CAMERA SYSTEM (includes front & rear mtd camera heads with split screen monitor in cab)					
(2) LED FLUSH MOUNTED STROBES: LOCATED ON FRONT BOOM SUPPORT					
LED ARROW STICK					
LED MANHOLE AREA WORK LIGHT					
LED CURBSIDE BODY MOUNTED WORK LIGHT					
LED BOOM MOUNTED WORK LIGHTS 2) w/ limb guard					
AIR PURGE WINTERIZATION SYSTEM (supplied by chassis air system)					
2) TOW HOOKS Rear					
USB OPERATORS MANUAL					
PAINTED WHITE W/SEWER BLUE HOSE REEL					
STROBE LIGHT PACKAGE TO INCLUDE: 2 FRONT BUMPER, 2 REAR BUMPER, 2 - ONE ON EACH SIDE OF UNIT					

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Subtotal

Sales Tax (0.0%)

Total

FINANCING AVAILABLE



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Terms	Due on receipt	Rep	JS	FOB Shipping Point	Delivered
Description	Qty	Amount	Total		
Sourcewell 2% Discount		-8,935.83	-8,935.83		
2019 Western Star Chassis	1	113,307.00	113,307.00T		
Shipping & Handling	1	2,500.00	2,500.00		
Beginning July 1, 2017, vehicles, trailers, semi-trailers and other items required to be registered with the SC DMV are exempt from the Max Tax Sales Tax and subject to the new Infrastructure Maintenance Fee instead. This fee is 5% of the gross sales price or \$500, whichever is less. This fee has NOT been collected for this sale, as it must be paid to SC DMV when the vehicle is registered.		0.00	0.00T		

This Estimate may not include applicable freight charges unless specified

Sumter, SC 803-494-4430
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Atlanta, GA 470-867-8535

Subtotal	\$404,732.24
Sales Tax (0.0%)	\$0.00
Total	\$404,732.24

FINANCING AVAILABLE

**EXCEPTIONS TO PROPOSAL, TERMS, CONDITIONS,
AND SOLUTIONS REQUEST**



Company Name: Sewer Equipment Co. of America

Any exceptions to the terms, conditions, specifications, or proposal forms contained in this RFP must be noted in writing and included with the Proposer's response. The Proposer acknowledges that the exceptions listed may or may not be accepted by NJPA or included in the final contract. NJPA will make reasonable efforts to accommodate the listed exceptions and may clarify the exceptions in the appropriate section below.

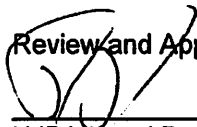
Section/page	Term, Condition, or Specification	Exception	NJPA ACCEPTS

Proposer's Signature:  Date: 12/15/17

NJPA's clarification on exceptions listed above:

No exceptions taken.

Review and Approved:

 2/6/18
NJPA Legal Department

**Contract Award
RFP #122017**

FORM D



Formal Offering of Proposal
(To be completed only by the Proposer)

SEWER VACUUM, HYDRO-EXCAVATION, AND STREET SWEEPER EQUIPMENT, WITH RELATED ACCESSORIES AND SUPPLIES

In compliance with the Request for Proposal (RFP) for SEWER VACUUM, HYDRO-EXCAVATION, AND STREET SWEEPER EQUIPMENT, WITH RELATED ACCESSORIES AND SUPPLIES, the undersigned warrants that the Proposer has examined this RFP and, being familiar with all of the instructions, terms and conditions, general and technical specifications, sales and service expectations, and any special terms, agrees to furnish the defined products and related services in full compliance with all terms and conditions of this RFP, any applicable amendments of this RFP, and all Proposer's response documentation. The Proposer further understands that it accepts the full responsibility as the sole source of solutions proposed in this RFP response and that the Proposer accepts responsibility for any subcontractors used to fulfill this proposal.

Company Name: Sewer Equipment Company of America Date: 12/13/17

Company Address: 1590 Dutch Rd

City: Dixon State: IL Zip: 61021

CAGE Code/Duns & Bradstreet Number: GLENVIEW-64138

Contact Person: Shawn Bondele Title: Inside Sales Manager

Authorized Signature:  Shawn Bondele
(Name printed or typed)

FORM E

CONTRACT ACCEPTANCE AND AWARD



(Top portion of this form will be completed by NJPA if the vendor is awarded a contract. The vendor should complete the vendor authorized signatures as part of the RFP response.)

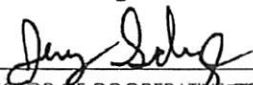
NJPA Contract #: 122017-SCA

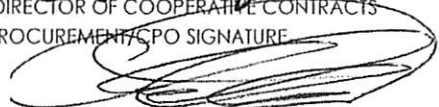
Proposer's full legal name: Sewer Equipment Company of America

Based on NJPA's evaluation of your proposal, you have been awarded a contract. As an awarded vendor, you agree to provide the products and services contained in your proposal and to meet all of the terms and conditions set forth in this RFP, in any amendments to this RFP, and in any exceptions that are accepted by NJPA.

The effective date of the Contract will be February 20, 2018 and will expire on February 20, 2022 (no later than the later of four years from the expiration date of the currently awarded contract or four years from the date that the NJPA Chief Procurement Officer awards the Contract). This Contract may be extended for a fifth year at NJPA's discretion.

NJPA Authorized Signatures:


 NJPA DIRECTOR OF COOPERATIVE CONTRACTS
 AND PROCUREMENT/CPO SIGNATURE


 NJPA EXECUTIVE DIRECTOR/CEO SIGNATURE

Jeremy Schwartz
 (NAME PRINTED OR TYPED)

Chad Coquette
 (NAME PRINTED OR TYPED)

Awarded on February 19, 2018

NJPA Contract # 122017-SCA

Vendor Authorized Signatures:

The Vendor hereby accepts this Contract award, including all accepted exceptions and amendments.

Vendor Name Sewer Equipment Co. of America

Authorized Signatory's Title Inside Sales Manager


 VENDOR AUTHORIZED SIGNATURE

Shawn Bordele
 (NAME PRINTED OR TYPED)

Executed on 2/20, 2018

NJPA Contract # 122017-SCA

FORM E
CONTRACT ACCEPTANCE AND AWARD



(Top portion of this form will be completed by NJPA if the vendor is awarded a contract. The vendor should complete the vendor authorized signatures as part of the RFP response.)

NJPA Contract #: 122017-SCA

Proposer's full legal name: Sewer Equipment Company of America

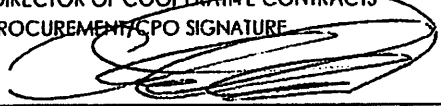
Based on NJPA's evaluation of your proposal, you have been awarded a contract. As an awarded vendor, you agree to provide the products and services contained in your proposal and to meet all of the terms and conditions set forth in this RFP, in any amendments to this RFP, and in any exceptions that are accepted by NJPA.

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NJPA Authorized Signatures:



 NJPA DIRECTOR OF COOPERATIVE CONTRACTS
 AND PROCUREMENT/CPO SIGNATURE



 NJPA EXECUTIVE DIRECTOR/CEO SIGNATURE

Jeremy Schwartz
 (NAME PRINTED OR TYPED)

Chad Coquette
 (NAME PRINTED OR TYPED)

Awarded on February 19, 2018

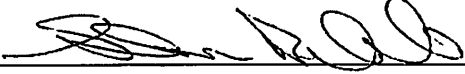
NJPA Contract # 122017-SCA

Vendor Authorized Signatures:

The Vendor hereby accepts this Contract award, including all accepted exceptions and amendments.

Vendor Name Sewer Equipment Co. of America

Authorized Signatory's Title Inside Sales Manager



 VENDOR AUTHORIZED SIGNATURE

Shawn Bondele

 (NAME PRINTED OR TYPED)

Executed on 2/20, 2018

NJPA Contract # 122017-SCA

Form F**PROPOSER ASSURANCE OF COMPLIANCE****Proposal Affidavit Signature Page****PROPOSER'S AFFIDAVIT**

The undersigned, authorized representative of the entity submitting the foregoing proposal (the "Proposer"), swears that the following statements are true to the best of his or her knowledge.

1. The Proposer is submitting its proposal under its true and correct name, the Proposer has been properly originated and legally exists in good standing in its state of residence, the Proposer possesses, or will possess before delivering any products and related services, all applicable licenses necessary for such delivery to NJPA members agencies. The undersigned affirms that he or she is authorized to act on behalf of, and to legally bind the Proposer to the terms in this Contract.
2. The Proposer, or any person representing the Proposer, has not directly or indirectly entered into any agreement or arrangement with any other vendor or supplier, any official or employee of NJPA, or any person, firm, or corporation under contract with NJPA, in an effort to influence the pricing, terms, or conditions relating to this RFP in any way that adversely affects the free and open competition for a Contract award under this RFP.
3. The Proposer has examined and understands the terms, conditions, scope, contract opportunity, specifications request, and other documents in this solicitation and affirms that any and all exceptions have been noted in writing and have been included with the Proposer's RFP response.
4. The Proposer will, if awarded a Contract, provide to NJPA Members the /products and services in accordance with the terms, conditions, and scope of this RFP, with the Proposer-offered specifications, and with the other documents in this solicitation.
5. The Proposer agrees to deliver products and services through valid contracts, purchase orders, or means that are acceptable to NJPA Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to NJPA Members under an awarded Contract.
6. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
7. The Proposer understands that NJPA will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statute §13.591, Subd. 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals generally become public data. Minnesota Statute §13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
8. The Proposer understands that it is the Proposer's duty to protect information that it considers nonpublic, and it agrees to defend and indemnify NJPA for reasonable measures that NJPA takes to uphold such a data designation.

[The rest of this page has been left intentionally blank. Signature page below]

By signing below, Proposer is acknowledging that he or she has read, understands, and agrees to comply with the terms and conditions specified above.

Company Name: Sewer Equipment Co. of America
 Address: 1590 Dutch Rd
 City/State/Zip: Dixon, IL 61021
 Telephone Number: 815-835-5623
 E-mail Address: Shawnbordele@sewerequipment.com
 Authorized Signature: *Shawn Bordele*
 Authorized Name (printed): Shawn Bordele
 Title: Inside Sales Manager
 Date: 12/15/17

Notarized



Subscribed and sworn to before me this 15th day of December, 20 17
 Notary Public in and for the County of Carroll State of Illinois
 My commission expires: 05/13/2018
 Signature: *Beckie J. Koch*

**Form P****PROPOSER QUESTIONNAIRE****Payment Terms, Warranty, Products and Services, Pricing and Delivery, and Industry-Specific Questions**

Proposer Name: Sewer Equipment Company of America

Questionnaire completed by: Tom Hochmuth

Payment Terms and Financing Options

- 1) What are your payment terms (e.g., net 10, net 30)? Net 30
- 2) Do you provide leasing or financing options, especially those options that schools and governmental entities may need to use in order to make certain acquisitions?. See supporting document: 20 Rental
- 3) Briefly describe your proposed order process. Please include enough detail to support your ability to report quarterly sales to NJPA. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the NJPA Members' purchase orders.

Sewer Equipment Company handles all contract administration and order entry functions with NJPA. Our dealer network is a very important part of this proposal, as they present the NJPA opportunity to end user customers. They accept purchase orders from their end user customers as they customarily would with any order, and in turn enter a dealer purchase order with Sewer Equipment Company. The end user purchase order must be submitted to us along with the distributor PO in order to confirm the proper NJPA admin fee. All of our dealers are a part of the network, and will provide a list of said dealers to NJPA if necessary.

- 4) Do you accept the P-card procurement and payment process? If so, is there any additional cost to NJPA Members for using this process?

Not at this time

Warranty

- 5) Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may include in your response a copy of your warranties, but at a minimum please also answer the following questions.

See supporting documents: 21a and 21c

- Do your warranties cover all products, parts, and labor? Standard wear items are excluded as detailed in the attached warranty statements.
- Do your warranties impose usage restrictions or other limitations that adversely affect coverage? Big equipment has a 12 month/2000hr limit. The hour limits intent is to protect us from extreme usage by contractors, and no municipal claim has ever been excluded due to excess hours.
- Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs? Sewer Equipment covers 3 hours of travel time with the idea that our distributors typically combine warranty service trips with other business. Distributors absorb additional costs. In summary, municipal customers do not see charges for warranty repairs.
- Are there any geographic regions of the United States for which you cannot provide a certified technician to perform warranty repairs? How will NJPA Members in these regions be provided service for warranty repair?

- 9) Please quantify the discount range presented in this response. For example, indicate that the pricing in your response represents is a 50% percent discount from the MSRP or your published list.
- All systems/machines that we refer to as big equipment (combination trucks, jetties, rodders, bucket machines, easement machines, & hydro excavators) will be discounted at 3% off of MSRP.
 - Nozzles will be discounted at 5% off of MSRP
 - Parts and accessories will be discounted at 5% off of MSRP. Due to the sheer number of items, we have
- 8) Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the NJPA discounted price) on all of the items that you want NJPA to consider as part of your RFP response. Provide a SKU for each item in your proposal. (Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract. See the body of the RFP and the Price and Product Change Request Form for more detail.) Our pricing is very simply a discount off of MSRP. See attached price pages and answers to #9 for clarification. We do not utilize SCU's; all models are easily identifiable by our model numbering system.
- 7) Provide a general narrative description of the equipment/products and related services you are offering in your proposal.
- We are offering all of the products from our 3 brands; Sewer Equipment Company of America, Mongoose, and RamVac. Combination jet/vacs, enclosed and heated jet trucks, open style jet trucks, and jet trailers used for high pressure water cleaning of sewers. Our complete line of proprietary nozzles complement these jet systems. All replacement parts and accessories will also be available. Rodder trucks and trailers offer a means of cleaning roots and other debris from sewers in a water free manner. Sewer rodders are also popular in areas with extreme geography where jet technologies are unable to climb steep hills. Bucket machines are another mechanical (waterless) means of cleaning sewer pipes, particularly those that are heavily laden with sediment. Our vacuum trailers can be used in conjunction with an existing jet truck to offer the same benefits and performance as a combination jet vac trucks. Easement machines allow combination and jet truck users to more easily access remote manholes for cleaning activities. A complete line of trailer and truck mounted Hydro Excavators from 3 yard to 15 yard capacity is also offered.

Pricing, Delivery, Audits, and Administrative Fee

- 6) Describe any service contract options for the items included in your proposal. We do offer on site service contracts that can cover both our module and the chassis if a customer desires. A typical package on a combination truck would include a quarterly visit from our mobile service tech (more often or less frequently as dictated by expected usage in hours). The package includes all fluids, filters, adjustments, and wear items. We also treat this as an opportunity to offer hands on training to customer fleet departments that wish to transition the service in-house. These packages are highly variable based on chassis, option content, and usage rate differences and are thus priced on a case by case basis. These package would carry our normal big equipment NJPA discount rate.
- As previously stated, our equipment is simple and non-proprietary in nature. It is not unusual for us to issue warranty reimbursement directly to a city that uses their own technicians for a repair or to partner with a local third party repair shop of the city's choosing.
- Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties typically passed on to the original equipment manufacturer? Yes we do. The exception is auxiliary engines and chassis from manufacturers such as Caterpillar, Ford, Freightliner, Kenworth, etc which are serviced by their respective, local warranty centers. We are available to facilitate claims with these third parties if the customer desires our assistance. Also, we do recognize warranties that exceed ours on items such as Caterpillar engines that are covered for 2yrs/2000hrs.
 - What are your proposed exchange and return programs and policies? No exchange or restocking charges will be applied on parts and nozzles purchased on the contract. The customer is responsible for return freight assuming the situation was not precipitated by a Sewer Equipment error.

- not included line item pricing, but prices are listed at our web site: sewershop.com
- d. Chassis are passed through to the customer at cost, so a discount will not be offered
 - e. Rental / rent to own payments will carry a 3% discount off of our published prices. The buyout price will be calculated per (a) and (d) above.
 - f. Discount levels above are the minimum that will be used for the contract. Situationally, Sewer Equipment and its distributors may extend additional discounts, which are clearly represented on the quote as an additional manufacturer/distributor discount.
- 10) The pricing offered in this proposal is
- a. the same as the Proposer typically offers to an individual municipality, university, or school district.
 - b. the same as the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.
 - c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.
 - d. other than what the Proposer typically offers (please describe).
- 11) Describe any quantity or volume discounts or rebate programs that you offer. Distributors will have latitude to offer extended volume discounts as they see fit, but we will not offer a set volume rebate.
- 12) Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.
- In our business, 90+% of these instances are accounted for by customers wanting a substitute or non-standard option on their truck or trailer
- a. If it is a like substitute in regards to cost and amount of labor, no additional charge is applied, and the substitute is simply noted in the order text
 - b. If it is an addition or a non-like substitute in regards to price and labor involved, the following formula is applied. Customer would be given credit for item being substituted. The dollar amount would simply be added to the pricing sheet and the substitute/addition described as needed on the customer order
- c. Formula
- o Customer price = $(1.75 \times \text{Sewer Equipment cost}) - 3\% \text{ NJPA discount}$
 - o Labor or additional labor = $\$110.00/\text{hr} - 3\% \text{ NJPA discount}$
- 13) Identify any total cost of acquisition costs that are NOT included in the pricing submitted with your response. This cost includes all additional charges that are not directly identified as freight or shipping charges. For example, list costs for items like installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer. A pre-delivery inspection may be provided at the discretion of the dealer and/or customer, particularly with vehicle that cover long distances for delivery. It is our desire to facilitate the charge for these inspections via a line item that would carry the 3% big equipment discount.
- 14) If delivery or shipping is an additional cost to the NJPA Member, describe in detail the complete shipping and delivery program. To keep shipping charges to the customer as low as possible, we provide an estimate at time of order and then invoice the actual amount. Different customers prefer different methods of shipment, so it is impossible to have a blanket rate or policy. Some customers allow the trucks to be driven or trailers to be towed, some want them delivered on a flatbed, and some prefer to pick up. Sewer Equipment Company does make all shipping arrangements unless otherwise requested and prepays and adds freight to the invoice. All shipments are FOB origin in regards to the transfer of responsibility for shipped goods.
- 15) Specifically describe those shipping and delivery programs for Alaska, Hawaii, Canada, or any offshore delivery. As with other deliveries, the charges would be passed through to the customer without markup. We recommend that

shipments by sea include a rust inhibiting spray coating that we apply. This varies by size and shape of equipment and is disclosed to the customer during the quote process.

- 16) Describe any unique distribution and/or delivery methods or options offered in your proposal. N/A
- 17) Please specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with NJPA. This process includes ensuring that NJPA Members obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to NJPA.

The audit/checks and balances procedure is quite simple. All orders from distributors must include our quotation form (pricing sheet) that will assure the product has been properly priced and the proper discount applied. One point person processes all NJPA orders that we receive. That person will maintain a simple spreadsheet on our company hard drive listing distributor, end user customer, gross dollar amount of transaction, and NJPA fee due. When the order is entered, a commission (admin fee) document is submitted to accounting, for recording of the admin fee in our order data base. When we send our quarterly check to NJPA to cover admin fees, the spreadsheet from the order entry department must match the dollar amount shown in our accounting data base.

- 18) Identify a proposed administrative fee that you will pay to NJPA for facilitating, managing, and promoting the NJPA Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See RFP Section 6.29 and following for details.)
- We will pay a fee to NJPA calculated as 2% of the NJPA sell price on all big equipment, nozzles, parts and accessories.
- As chassis are passed through at cost to our customers, we are not offering a discount or an administrative fee on the chassis portion of the sale
- We will offer a 2% administrative fee on rental for up to 18 months. If the customer exercises the buyout option during the 18 month period, we will pay a 2% administrative fee on the buyout amount. The total fee that we pay NJPA will be capped at 2% of the total value of the system at inception of the rental (calculated at MSRP-3% NJPA Discount. Described in another way, the maximum fee paid to NJPA will have a cap equal to the fee paid if the customer simply purchased the system outright on a traditional purchase order.

Industry-Specific Questions

- 19) Describe the top three market differentiators of your products/services relative to the industry.

Simplicity: We truly do stand out among the competition, particularly on our larger/higher end products such as our combination truck, truck mounted hydroexcavators, and truck mounted jetties. Nearly every other manufacturer has moved to computer controlled modules that utilize the CANbus communication protocol to piggyback on the chassis computer. Our customers share stories with us every day of the frustration of trying a diagnose and repair a very high tech system that can be upset by something as simple as getting an oil change at a chassis dealer in which the chassis ECU is reflashed or "Upgraded". All of our truck mounted units and trailers utilize a traditional 12 volt wiring architecture that is easily understood by anyone who has an understanding of basic electrical systems. This equates to the most simple and intuitive operator interface in the industry also, increasing safety and eliminating the need for extensive operator and mechanic training. A simple and non proprietary system also increases trade value and eliminates the obsolescence associated with computers and circuit boards. This ideology is represented by our Sewer Equipment Company of America Brand tagline: "Driven by our customers, not our competition" Another saying coined by a new distributor is that you don't need a computer to run a log splitter.

Breadth of product: Sewer Equipment stands alone as the only manufacturer in our market that builds a \$23,000 trailer jet rated at 12 gallons per minute, a \$450,000 15 yard truck mounted hydro-excavator, and everything in between. Because of this, we engage in consultative selling that starts with a dialogue about the customers successes, challenges, desires, budget, and a description of what their needs look like, and then offering an unbiased suggestion of the best solution. It is typical to find that the last 5 salesmen through the door were pushing a \$350,000 solution that exceeded the customers budget and needs because that was all they had to offer, while we could offer a \$150,00-\$200,000 truck jet that can fulfill their needs.

The most intensive demonstration program in the business: We currently maintain a \$4.2 million demonstrator fleet consisting of 4 900-ECO combination trucks, 2 HX hydro-excavation trucks, 5 800-ECO jet trucks, 4 JAJ easement machines, 3 747 trailer jets, 1 747 truck jet, 5 mongoose 184 trailers, and one RamVac 2000 vacuum trailer. Three factory trained demonstration specialist cover the US and Canada with these units and they are also made available to distributors for their own demonstrations, trade shows, etc. While many manufacturers spend marketing dollars on co-oping with dealers on trade show booths and advertising, we choose to let the dealers pay for their own trade shows, print ads, and promo give aways. A majority of our marketing dollars are spent on putting our equipment in front of customers where we can clearly illustrate our superior build quality and simplicity. Our success rate on securing sales after demonstrations illustrates that this is a very successful model. These demonstrations are also an excellent opportunity for us to delivery the NJPA message in a face to face context. Another important aspect of this program is that it gives us a constant supply of units in the event that a customer requires immediate delivery. We also incentivize our dealers to procure their own demo units by offering 6 months free financing on up to 2 units per year for each dealer.

20) Identify how your products, services and supplies address the scope of this RFP.

SEWER VACUUM, HYDRO-EXCAVATION, AND ~~STREET SWEEPER~~ EQUIPMENT, WITH RELATED ACCESSORIES AND SUPPLIES Very simply, the title of this RFP is an exact description of our products and marketplace with the exception of street sweepers.

Signature:  Date: 12/15/17



We Are Columbia

MEETING DATE: August 20, 2019

DEPARTMENT: Procurement and Contracts

FROM: Sandra Wright, Purchasing Agent

SUBJECT: Council is asked to approve Contract Amendment #6 for Project SS7261; Lake Katharine Sewer Line Capacity Enhancement, as requested by Columbia Water. Award to AECOM in the amount of \$424,530.00. This vendor has a branch office located in Columbia, SC and is headquartered in Los Angeles, CA.

PURPOSE: This is a Mentor Protégé Program Project. AECOM is the mentor and will be providing additional bidding and engineering services during construction in the amount of 63.2% (\$268,196.00) of the contract amendment value. DESA, a Minority Business Enterprise (Women), is the protégé and will be providing assistance with Geotechnical Services Review and Contract Administration Services in the amount of 24.3% (\$103,280.00) of the contract amendment value.

Terracon has been added with this Amendment to provide Geotechnical services in the amount of 12.5% (\$53,054.00) of the contract amendment value.

The total sub contract commitment for this amendment is 36.8% (\$156,334) of the contract amendment value.

REQUISITION NO.: R157525

FUNDING SOURCE & ORIGINAL BUDGET: Funding Source: Capital - 5529999-SS726101-658650. The previous award amount is \$1,355,945.00. The revised contract amount with approval of this amendment is \$1,780,475.00. The budgeted amount for this amendment is \$450,000.

BUSINESS PROGRAM: Mentor Protege Program

CLEAN WATER 2020?: Yes

FOCUS AREAS: Economic Prosperity - Endless Possibilities

The above referenced Amendment is to compensate AECOM for additional bidding and construction administration efforts required by the consultant during the project's lifecycle, as well as extend the contract to June 30, 2021. The contract price including this Amendment is \$1,780,475.00.

AECOM will provide the following services:

Task 700	Bidding and Award
Task 800	Engineering Services During Construction
Task 850	Construction Materials Testing
Task 900	Full Time Construction Inspection
Task 1000	Project Closeout
Task 1110	Additional Services
Task 1120	400 LF 42-Inch GS - Optional Services

Services to be performed will impact City Council District 4. The Office of the City Attorney has reviewed this Amendment and the ACM for Columbia Water, as well as the Director of Utility Operations recommends approval.

Proposed Change and Basis for Payment:

Award Contract:	\$863,520.00
Contract Amendment #1 (Administrative Change):	\$0.00
Contract Amendment #2 (Administrative Change):	\$0.00
Contract Amendment #3 (No Cost Time Extension):	\$0.00
Contract Amendment #4 (Cost Change & Time Extension):	\$492,425.00
Contract Amendment #5 (No Cost Time Extension):	\$0.00
Current Contract Total:	\$1,355,945.00
This Change Contract Amendment #6 (Cost Change & Time Extension):	\$424,530.00
Revised Contract Price:	\$1,780,475.00

ATTACHMENTS:

- #a: CA#6 AECOM - Lk. Katherine Sewer Line Capacity Enhancement(PDF)

- #b: Location Map CA#6 AECOM - Lk. Katherine Sewer Line Capacity Enhancement (PDF)

Contract Amendment #6

Engineering Services Agreement for Lake Katherine Sewer Line Enhancement
Project Number: CIP SS7261

AECOM

June 28, 2019

Description of Change: Request change in Agreement for Engineering Services between the City of Columbia (City) and AECOM (Engineer) dated March 18, 2014 (Agreement) to compensate the engineer for additional engineering efforts during construction and to extend the contract to June 30, 2021 as provided in Exhibit A.

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

Proposed Change and Basis for Payment:

Award Contract:	\$863,520.00
Contract Amendment #1 (Administrative Change):	\$0.00
Contract Amendment #2 (Administrative Change):	\$0.00
Contract Amendment #3 (No Cost Time Extension):	\$0.00
Contract Amendment #4 (Cost Change & Time Extension):	\$492,425.00
Contract Amendment #5 (No Cost Time Extension):	\$0.00
Current Contract Total:	\$1,355,945.00
<u>This Change Contract Amendment #6 (Cost Change & Time Extension):</u>	<u>\$424,530.00</u>
Revised Contract Price:	\$1,780,475.00

This Change is Acceptable:

AECOM:

R. Thomas Haselden, Jr., PE, BCEE Date: 7/9/19
Signature (Please Print Name)

Title: Vice President

City of Columbia:

By: Joseph E. Jaco, P.E. Director of Utility Operations

By: Clint E. Shealy, P.E., Assistant City Manager for Columbia Water

By: Sandra A. Wright, CPPB, Director of Procurement and Contracts/Purchasing Agent

Approval of Change: Teresa Wilson, City Manager

APPROVED AS TO FORM
[Signature]
LEAD - [Signature] - July 9, 2019

Exhibit A



AECOM
101 Research Dr.
Columbia, SC 29201
www.aecom.com

803-254-4400 tel
803-771-6676 fax

SCHEDULE/COST CHANGE AMENDMENT

John Riggs, P.E.
Assistant Wastewater Engineer
City of Columbia
Utilities and Engineering
1136 Washington Street
Columbia, South Carolina 29201

Subject: **PROJECT NAME: Lake Katherine Sewer Line Capacity Enhancement**
CIP NUMBER: SS7261

Dear John,

The City of Columbia (City) received bids for the Lake Katherine Sewer Line Capacity Enhancement project on June 14, 2018. There was only one (1) bid received and the bid was in excess of the project budget. The City elected to not award the contract based on the bid received. This required the project be re-bid. Prior to rebidding the City asked AECOM to research and evaluate possible factors which limited competition and affected bid pricing. AECOM provided the City with a Technical Memorandum outlining these factors and made adjustment to the bid documents to promote competition among bidders and reduce bid pricing. In addition, AECOM provided bid assistance for the City's rebid of the project. This work required additional services not covered in the original scope of work.

Under a previously executed City contract and contract amendment for SS7261, AECOM is providing engineering services for Engineering Services During Construction. The original contract and amendment estimated a construction period of 18 months; however, based on the complexity of the project and in an effort to reduce bid pricing, active construction is now estimated to be 24 months. The City concurs with the change; however, additional service fees are required for the additional 6 month period.

At the request of the City, AECOM is to provide geotechnical monitoring services during the construction phase of the project. These services will be provided for approximately 10,800 linear feet of gravity main outside the roadway. This work is not part of the original contract or subsequent changes; therefore, additional service fees are required.

Under a previously executed City contract amendment for SS7261, AECOM is providing engineering services for Full Time Construction Inspection. The contract amendment estimated Full Time Construction Inspection would be 40 hours per week; however, based on the complexity of the project and schedule it is estimated 45 hours per week will be required. The City concurs with the change; however, the additional 5 hours per week require additional fees for the previously contract Month 4 through 18 construction period.

Exhibit A



AECOM
101 Research Dr.
Columbia, SC 29201
www.aecom.com

803-254-4400 tel
803-771-6676 fax

Under a previously executed City contract amendment for SS7261, AECOM is providing engineering services for Full Time Construction Inspection at 45 hours per week. The contract amendment estimated a construction period of 18 months; however, based on the complexity of the project and in an effort to reduce bid pricing, active construction is now estimated to be 24 months. The City concurs with the change; however, additional service fees are required for the additional 6 month period.

The original contract for this project was signed between the City and AECOM on April 8, 2014. Included in this contract were services to be provided during construction. The original contract anticipated construction to begin in 2015. This contract amendment will adjust the construction services originally contracted by the average inflation rate over the last four (4) years.

Noted on the attached amendment detail pages are the Scope addition/deletion, Compensation, and Schedule adjustments necessary for this change.

AECOM appreciates the opportunity to provide this modification to the City of Columbia for the Lake Katherine Sewer Line Capacity Enhancement project. If you should have any questions please feel free to contact me.

Sincerely,

AECOM Technical Services, Inc.

A handwritten signature in blue ink, appearing to read "R. Thomas Haselden, Jr.".

R. Thomas Haselden, Jr., P.E.
South Carolina Water Lead

cc: Jamie Kelso – CW2020
Phillip Dieckmann – AECOM

Exhibit A

COST CHANGE AMENDMENT DETAILS**PROJECT NAME: Lake Katherine Sewer Line Capacity Enhancement****CIP NUMBER: SS7261****Contract Amendment #5 #6****Lake Katherine Sewer Line Capacity Enhancement****CIP NUMBER: SS7261****I. SCOPE ADDITION/DELETION****Task 700 Bidding and Award**

The City received bids for the Lake Katherine Sewer Line Capacity Enhancement project on June 14, 2018. There was only one (1) bid received and the bid was in excess of the project budget. The City elected to not award the contract based on the bid received. This required the project be re-bid.

Prior to re-bidding the project, the City requested URS research and evaluate possible factors which limited the actual bidders to one (1) and possible factors which led to an increase in bid pricing. URS provided these services included research, contacting and discussing with prospective bidders, two (2) meetings with the City, and the delivery of a Re-Bid Technical Memorandum outlining four (4) action items which could potentially reduce overall cost and increase competitiveness among contractors. The four (4) items addressed prior to re-bid are as follows:

- 1) Adjust two (2) lump sum items in the bid form
- 2) Increase the advertisement period to a minimum six (6) weeks
- 3) Adjust project schedule including extending work along Lake Katherine to nine (9) months and overall construction contract to twenty-four (24) months
- 4) Obtain intermediate access along Lake Katherine

To address item #1 URS made modifications to the bid plans and bid form to adjust the lump sum items at the Gills Creek crossing near Kilbourne Road and the Lake Katherine dam crossing.

To address item #4 URS made two (2) rounds of revisions to the 100% easement exhibit for the Rhodes property. Changes to the easement exhibit also resulted in change to the bid plans.

For the re-bidding of the project, URS provided services including attendance of a pre-bid conference, providing technical interpretation of the bid documents, issuing addend,

Exhibit A

assisting with responses for information, and attending the bid opening. URS reviewed bids received and assisted the City in evaluating bids and recommending award of the contract.

Task 800 - Engineering Services During Construction

Engineer

After award of the contract, Engineer will assist the City with contract administration and provide periodic observation of the field services. The original contract plus contract amendment #4 anticipated that the field services period would be 18 months. Based on the Re-Bid Technical Memorandum, the active construction period is to be increased to 24 months. Engineer will provide the same services as outlined in the contract documents for 24 months instead of 18 months.

Due to the complexity of the work along Lake Katherine it is anticipated eight (8) additional meetings with the Contractor and Lake Katherine Homeowners Association will be required. The Engineer will provide the same services as outlined for Construction Progress Meetings as outlined in the contract documents. .

The original contract for this work was signed and a Notice to Proceed issued on April 8, 2014. With this original contract construction was anticipated to begin in September, 2015. One (1) task included in the original contract is contingent upon the start of construction, and therefore has not been provided. These services are as follows:

1) Task 800 Construction Services: \$92,785 (URS portion)

The average inflation rate over the last four (4) years is 1.52% per year. Based on the inflation rate the current value of services to be provided is \$98,538. The inflation increase is \$5,753.

At the request of the City, AECOM is to provide management for geotechnical monitoring services during the construction phase of the project. These services will be provided for the approximately 10,800 linear feet of gravity main outside the roadway. AECOM's subcontractor Terracon will provide field services in Task 850 – Construction Materials Testing.

Protégé

After award of the contract, Engineer's Protégé – DESA, Inc. – will assist the Engineer and City with construction administration, periodic observation of field services, construction document review, and stormwater services. The original contract and contract amendment #4 anticipated DESA's field services period would be 18 months. Based on the Re-Bid Technical Memorandum, the active construction period is to be increased to 24 months.

Exhibit A

DESA will provide the same services as outlined in the contract documents for 24 months instead of 18 months.

Due to the complexity of the work along Lake Katherine it is anticipated eight (8) additional meetings with the Contractor and Lake Katherine Homeowners Association will be required. DESA, Inc. will provide the same services as outlined for Construction Progress Meetings as outlined in the contract documents.

The original contract for this work was signed and a Notice to Proceed issued on April 8, 2014. With this original contract construction was anticipated to begin in September, 2015. One (1) task included in the original contract is contingent upon the start of construction, and therefore have not been provided. These services are as follows:

1) Task 800 Construction Services: \$97,500 (DESA portion)

The average inflation rate over the last four (4) years is 1.52% per year. Based on the inflation rate the current value of services to be provided is \$103,545. The inflation increase is \$6,045.

Task 850 – Construction Materials Testing (NTE)

At the request of the City, AECOM is to provide geotechnical monitoring services during the construction phase of the project. These services will be provided for the approximately 10,800 linear feet of gravity main outside the roadway. AECOM with its subcontractor Terracon will provide the following services:

- 1) Perform laboratory standard Proctor on proposed fill soils
- 2) Perform density testing of utility backfill material starting at 3 feet above the crown of the pipe and continuing vertically every 3 feet, horizontally tests will be conducted every 100 linear feet.
- 3) Observe installation of helical pier along with load test.
- 4) Monitor installation of helical piers for installed depth and torque of pier at termination depth.

Based on overall length and depth of gravity sewer it is estimated 150 compaction tests will be required.

Task 900 – Full Time Construction Inspection

The Consultant shall furnish a Project Representative who shall on a full-time basis observe performance of the work of the Contractor. The Project Representative is the Consultant's employee or agent at the construction site, will act as directed by and under the supervision of the Consultant, and will confer with the Consultant regarding the Project Representative's actions. The Project Representative's dealings in matters pertaining to

Exhibit A

the on-site work shall in general be with the Consultant and the contractor keeping the CITY advised as necessary. The Project Representative's dealings with subcontractors shall only be through or with the full knowledge and approval of the contractor. The Project Representative shall generally communicate with the CITY with the knowledge of and under the direction of the Consultant.

The Contract Amendment #4 scope included an estimated 40 hours per week for 65 weeks (Construction Month 4 through Month 18) for a maximum of 2,600 hours. Based on the Re-Bid Technical Memorandum, the active construction period is to be increased to 24 months. Contract Amendment #5 will add six (6) months of full-time observation and includes an estimated 45 hours per week for 26 weeks (Construction Month 19 through 24) for a maximum of 1,170 hours at an hourly rate of \$95.13. The hourly rate provided is inclusive of all direct expenses related to the execution of Task 900 services.

The Contract Amendment #4 scope included an estimated 40 hours per week for 65 weeks (Construction Month 4 through Month 18) for a maximum of 2,600; however, based on the complexity of the project and a five day work week proposed by the contractor it is estimated 45 hours per week is required. Contract Amendment #5 will add 5 hours per week for Construction Month 4 through Month 18 for a maximum of 325 hours at an hourly rate of \$95.13. The hourly rate provided is inclusive of all direct expenses related to the execution of Task 900 services.

#6

In total between Contract Amendment #4 and Contract Amendment #5, the Consultant will provide 45 Hours per Week for 91 Weeks (Construction Month 4 through Month 24) which totals 4,095 hours. This will be performed on an hourly basis with a Not to Exceed.

Task 1000 Project Closeout

The original contract for this work was signed and a Notice to Proceed issued on April 8, 2014. With this original contract construction was anticipated to begin in September, 2015. One (1) task included in the original contract is contingent upon the start of construction, and therefore has not been provided. These services are as follows:

- 1) Task 1000 Project Closeout: \$5,360

The average inflation rate over the last four (4) years is 1.52% per year. Based on the inflation rate the current value of services to be provided is \$5,692. The inflation increase is \$332.

Task 1100 Additional Services

Exhibit A

The original contract for this work was signed and a Notice to Proceed issued on April 8, 2014. With this original contract construction was anticipated to begin in September, 2015. One (1) task included in the original contract is contingent upon the start of construction, and therefore has not been provided. These services are as follows:

- 1) Task 1110.1 Upsize 36" GS Main to 42" GS Main: \$17,027.99 (Original Contract Amount was \$46,700; however, \$29,672.01 was design services and has already been provided. The remaining \$17,027.99 is for services during construction.)

The average inflation rate over the last four (4) years is 1.52% per year. Based on the inflation rate the current value of services to be provided is \$18,083.72. The inflation increase is \$1,056.

II. COMPENSATION

The following changes to the initial SS7261 contract are recommended for this proposed amendment:

- Task 700 – "Bidding and Award" - \$32,305
- Task 800 - "Engineering Services During Construction" – \$196,233
- Task 850 – "Construction Materials Testing" - \$53,054 (NTE)
- Task 900 – "Full Time Construction Inspection" - \$141,550 (hourly NTE)
- Task 1000 – "Project Closeout" - \$332
- Task 1110 – "Additional Services" - \$1,056

The new contract values based on the above recommended changes are presented below:

- Task 100 - \$130,670
- Task 200 - \$130,525
- Task 310/320 - \$132,260
- Task 400 - \$14,200
- Task 500 - \$177,285
- Task 600 - \$53,050
- Task 700 - \$38,405
- Task 800 - \$537,748
- Task 850 - \$53,054 (NTE)
- Task 900 - \$381,530 (hourly NTE)

Exhibit A

- Task 1000 - \$5,692
- Task 1110 - \$101,056
- Task 1120 - \$25,000
- Total - \$1,780,475

The new contract values based on the above recommended changes are presented below (Not-to-Exceed):

Task Number	Task Title	Original Contract	Previous Amendments	Current Amendment	New Contract Value
Task 100	Evaluation and Design Phase Administration	\$114,890	\$15,780	\$0	\$130,670
Task 200	PER & Alternatives	\$130,525	\$0	\$0	\$130,525
Task 310/320	Survey and Survey Plats	\$122,325	\$9,935	\$0	\$132,260
Task 400	Geotechnical	\$14,200	\$0	\$0	\$14,200
Task 500	Final Design	\$131,785	\$45,500	\$0	\$177,285
Task 600	Permits	\$53,050	\$0	\$0	\$53,050
Task 700	Bidding and Award	\$6,100	\$0	\$32,305	\$38,405
Task 800	Engineering Services During Construction	\$190,285	\$151,230	\$196,233	\$537,748
Task 850	Construction Materials Testing	\$0	\$0	\$53,054 (NTE)	\$53,054 (NTE)
Task 900	Full Time Construction Inspection	\$0	\$239,980 (hourly NTE)	\$141,550 (hourly NTE)	\$381,530 (hourly NTE)
Task 1000	Project Closeout	\$5,360	\$0	\$332	\$5,692
Task 1110	Additional Services	\$70,000	\$30,000	\$1,056	\$101,056
Task 1120	400 LF 42-Inch GS – Optional Services	\$25,000	\$0	\$0	\$25,000
Total Fee		\$863,520.00	\$492,425	\$424,530	\$1,780,475

III. SCHEDULE

The active construction period will be increased from 18 months to 24 months.

Project completion date will be extended to June 30, 2021.

Exhibit A

IV. SUBCONSULTANT FIRM INFORMATION

The original contract included DESA, Inc. as a Protégé Firm and CECS as a sub-consultant Firm, for a Protégé percentage of 20.9% and total combined Protégé/Sub-consultant fee of 23.1%. 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 20.9% to 21.9%.

	Total Contract Amount	DESA Amount (Protégé)	% of Contract Amount	CECS Amount (Sub-consultant)	% of Contract Amount	Terracon Amount (Sub-consultant)	% of Contract Amount
Original Contract	\$863,520	\$180,200	20.9%	\$18,900	2.2%	N/A	N/A
CA#1 ^{^*}	\$0.00	\$0.00	0.0%	\$0.00	0.0%	N/A	N/A
CA#2 [^]	\$0.00	\$0.00	0.0%	\$0.00	0.0%	N/A	N/A
CA#3 [^]	\$0.00	\$0.00	0.0%	\$0.00	0.0%	N/A	N/A
CA#4	\$492,425	\$81,310	16.5%	\$4,000	0.8%	N/A	N/A
CA#5	\$424,530	\$103,280	24.3%	\$0.00	0.0%	\$53,054	12.5%
New Total Contract Amount	\$1,780,475	\$389,430	21.9%	\$30,132	1.7%	\$53,054	3.0%

[^]CA#1, #2, & #3 funding came from the Client Controlled Contingency which is included in the Original Contract.

*CECS was contracted an additional \$7,232 from Task 1110 – Additional Services.

*DESA was contracted an additional \$24,640 from Task 1110 – Additional Services.

Exhibit B



CITY OF COLUMBIA

Department of Utilities and Engineering
Compliance Division
P.O. Box 147 | Columbia, South Carolina 29217
Phone: 803-545-3049 Fax: 803-545-4130

MENTOR PROTÉGÉ PROGRAM Implementation Plan

Date: 05/14/19

Project Number: CIP SS7281

Mentor: URS Corporation

Project Name: Lake Katherine Sewer Line Capacity Enhancement

Protégé: DESA, Inc.

Duration of the Project: 80 Months

Project Contract Amount: \$1,780,475

Protégé Amount: \$389,430

Statement of Commitment: Both Mentor and Protégé are committed to providing an adequate amount of resources and effort to execute the plan below. Mentor and Protégé acknowledge the Implementation Plan is a joint plan and agree to meet at least quarterly to verify compliance with this Plan.

- 1. How do the Mentor and Protégé intend to work together on the designated project? Address contractual relationship, general roles and informal teaming arrangements.**

DESA serves as a subcontractor on the above referenced 80-month project, providing Outreach Meetings (i.e. – public relation meetings including mailings), Assist with Geotechnical Services, and Contract Administration Services (i.e. – scheduling and conducting pre-bid meeting, attending monthly construction progress meetings, scheduling and conducting pre-construction meeting, assisting with preparation and processing change orders, and witnessing critical construction steps, testing as required by contract documents, SWPPP preparation, stormwater permitting, monitoring sediment & erosion control measures, and weekly SWPPP inspections & reports).

- 2. How will the specific, quantitative goals in the Annual Business Plan and MPP Agreement be implemented via the work on the project? Address general goals here and specific goals in question 9.**

DESA intends to continue growing and improving their skillset by increasing their plan reviews and progress updates with URS Corporation throughout the project to ensure adequate knowledge of the plans, specifications, and schedule.

- 3. How will the team focus on developing protégé's business and implementing the actions necessary to obtain results reflected in the Mentor-Protégé Agreement? Identify milestones, thresholds, or other indicators team that would indicate success is being achieved.**

Continued work with the City will improve the protégé's business by helping them maintain qualified staff. We are in the process of redeveloping our business plan and intend to schedule a meeting with the City to discuss this topic in the near future.

Exhibit B



CITY OF COLUMBIA

Department of Utilities and Engineering
Compliance Division
P.O. Box 147 | Columbia, South Carolina 29217
Phone: 803-545-3049 Fax: 803-545-4130

4. Proposed manpower and resources from both the Mentor and the Protégé is required for the project. Address key personnel, equipment/materials, and insurance/bonding. Address special arrangements where applicable.

Mentor:

Mentor: Phillip Dieckmann, PE; Tom Haselden, PE; Additional URS Corporation staff as required. Insurance provided as required by the City of Columbia.

Protégé:

Protégé: Diane E. Sumpter, PM; Alex McCune, PE; Additional DESA Staff as required. Insurance provided as required by the City of Columbia

Subcontractors:

Terracon: John B. Armstrong, PM. Insurance provided as required by the City of Columbia

Special Arrangements:

N/A

5. What scope of work to be performed by each participant of the MPP team?

a. Description of Mentor's responsibilities:

Responsible for overall design and coordination of the entire project, including producing construction plans and specifications, coordinating with all subcontractors, bid administration, and construction administration.

b. Description of Protégé's responsibilities on project:

DESA schedules and conducts pre-bid meeting, performs construction observation, schedules and conducts pre-construction meetings, witness critical construction activities and testing, provides reports and photographs of construction activities, monitor stormwater prevention. DESA will assist with Public Outreach and geotechnical work.

c. Description of responsibilities that will be completed as a team:

a. The team will conduct monthly progress meetings, prepare and process change orders and MPP reports.

Exhibit B



CITY OF COLUMBIA

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- 6. What is the anticipated duration (in months) of each major phase of the project? During which phases will the Protégé be utilized?**

The project is estimated at 60 months. The Protégé will be utilized in Six (6) areas:

1. Public Outreach
2. Stormwater Permitting
2. Geotechnical Assistance
3. Construction Administration
4. Construction Observation
5. Stormwater Monitoring

- 7. How will the team comply with and maintain the focus on the requirements of the program for the duration of the project?**

Mentor and Protégé will hold quarterly progress meetings in addition to the regular weekly communications to ensure project tasks are being checked for compliance. Continue to partner to improve upon the goals of the Business Plan.

- 8. What are the team's specific, quantitative goals and milestones for the current project?**

The team's goal for the current project is identical to previous projects. Our goal is to always provide superior services on this and every City of Columbia project. A new goal for this project is to conduct Mentor/Protégé plan review meetings to discuss specifics about upcoming construction activities a week in advance.

- 9. Outline of Regularly Scheduled meeting between Mentor and Protégé (Progress reporting).**

Generally, we try to meet one week prior to each MPP quarterly reporting deadline, at a minimum. During projects, we have monthly scheduled meetings and usually speak on a daily basis.

- 10. Define payment schedule and financial terms identifying milestones for initial, progress and final payments.**

DESA prepares and submit invoices monthly. For lump sum, fixed priced contracts, DESA invoices in equal monthly payments over the contract performance period. For time and material contracts, DESA invoices based on actual work performed during the month.

Exhibit B



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11. List the Subcontractors that will be used on this project, as well as the information requested below: (The Subcontractor(s) listed below will NOT consist of your Protégé.)

Subcontractor's Name	Telephone	Address	Who will they report to?	Contract Amount	MPP, MBE, WBE, SBE	Percentage of Contract
CECS	803-779-8468	2000 Park St. - Suite 201 Columbia, SC 29201	URS Corporation	\$30,132.00	WBE	2%
Terracon	803-212-0082	521 Clemson Road Columbia, SC 29229	DESA, Inc.	\$17,900.00	N/A	1%
Terracon	803-212-0082	521 Clemson Road Columbia, SC 29229	URS Corporation	\$53,054.00	N/A	3%

12. What percentage of the project is being implemented by the Protégé? Must equate to a minimum of 20% of total contract amount.

Protégé Contract Value: \$389,430
Percentage of Contract: 22% (Minimum of 20% of total contract amount is required)



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MENTOR-PROTEGE IMPLEMENTATION PLAN SIGNATURE SHEET

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by their proper officials thereunto duly authorized as of the dates below indicated:

EXECUTED by URS Corporation (Mentor Firm) this 28th day of May 2019 Corporate SEAL

By: *R. Thomas Haselden, Jr.*
Title: R. Thomas Haselden, Jr., PE, BCEE, Vice President

ATTEST: *Charles F. Szurgot*
By: Charles F. Szurgot, Secretary

EXECUTED by DESA, Inc. (Protégé Firm) this 24 day of May 2019,
Corporate SEAL

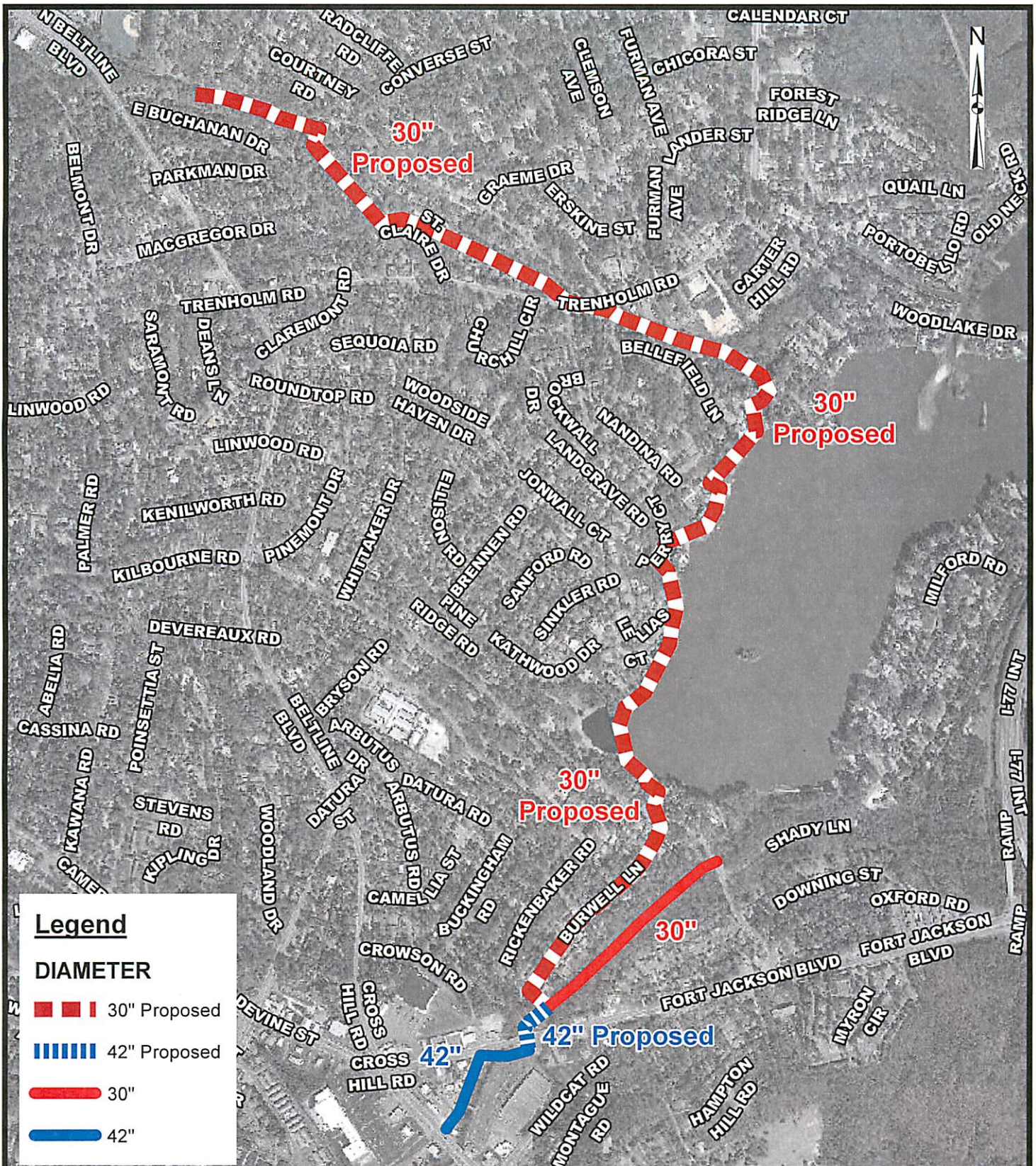
By: *Diane E. Sumpter*
Title: Diane E. Sumpter, President & CEO

ATTEST: *Alex McCune*
By: Alex McCune, Project Manager

RECOMMENDED FOR APPROVAL:

EXECUTED by the Department of Utilities & Engineering, Compliance Division on this 6 day of JUNE, 2019.

By: *Juliet M. Melly*
Title: Compliance Administrator



File: G46422603_CityOfColumbia
Maps\Figure1.mxd
Date: September 26, 2013
Author: LCS

City of Columbia Lake Katherine Sewer Line Capacity Enhancement

FIGURE 1





We Are Columbia

MEETING DATE: August 20, 2019

DEPARTMENT: Procurement and Contracts

FROM: Sandra Wright, Purchasing Agent

SUBJECT: Council is asked to approve Contract Amendment #1 for Project SD8450; Program Management Services for Stormwater Improvement Program, as requested by Columbia Water. Award to Woolpert, Inc. in the amount of \$3,000,000.00. This firm is located in Columbia, SC.

PURPOSE: The referenced amendment is to compensate Woolpert, Inc. for expansion of work effort after completion of initial program management tasks as provided within the scope of services for 2019 - 2020. FY 18-19 services were in the amount of \$1,015,115.00. This contract amendment request of \$3,000,000 will carry us to the end of the contract term or December 31, 2020. The not-to-exceed revised contract amount including this Amendment is \$4,015,115.00. The services to be provided by CDBEs for this project are 33% of the contract amendment and 35% of the total contract amount, exceeding the initial 20% CDBE goal placed on this contract. The following sub-consultants will provide additional services:

Chao & Associates, a Minority Business Enterprise, will provide engineering, inventory, and mapping at 13% (\$390,000) of the contract value.

PJ Noble & Associates, a Minority Business Enterprise, will schedule public meetings and outreach services at 5% (\$150,000) of the contract value.

4D Engineering, a Minority Business Enterprise (Woman), will provide site design and construction management services at 15% (\$450,000) of the contract value.

HDR, Inc. will provide public outreach, Easement/Right-of-Way, Low Impact Development (LID)/Green Stormwater Infrastructure (GSI), design and evaluation, and public/private partnerships at 4% (\$120,000) of the contract value.

WE3 Consultants, LLC, a Small Business Enterprise, will

provide public/private partnership, and public meetings and outreach at <0.1% (\$10,000) of the contract value.

REQUISITION NO.: R188673

FUNDING SOURCE & ORIGINAL BUDGET: Funding Source: 5549999-SD845001-658650. The original budgeted amount is \$4,015,115.00.

BUSINESS PROGRAM: Columbia Disadvantaged Business Enterprise Program

CLEAN WATER 2020?: No

FOCUS AREAS: Economic Prosperity - Endless Possibilities

Woolpert, Inc. will provide the following services:

Part 1: Capital Improvement Project (CIP) Services

Task 1 Project Identification / Prioritization
 Task 2 Concept Plan Development
 Task 3 Construction Plan Review and Approval
 Task 4 Project Permitting
 Task 5 Construction Administration/Inspections/Project Closeout
 Task 6 Maintenance Easement Review and Acquisition Services

Part 2: Asset Management Program Services

Task 1 Goal Setting
 Task 2 Asset Criticality
 Task 3 Inventory Assessment
 Task 4 Policy Development
 Task 5 Strategy Documents
 Task 6 Field Data Collection Procedures
 Task 7 Condition Assessment
 Task 8 Asset Management Plan

Part 3: Program Management and Other Services

Task 1 Kickoff Meeting and Program Plan Development
 Task 2 Public/Private Project (P3) Services
 Task 3 Public Outreach Services
 Task 4 Project Administration
 Task 5 Other Duties as Assigned

Services will impact all City Council Districts. The Office of the City Attorney has reviewed the Amendment. The ACM for Columbia Water and the Director of Engineering recommend its approval.

Proposed Change and Basis for Payment:

Original Contract Price	\$1,015,115.00
Amendment 1 (THIS CHANGE/ADDITION)	\$3,000,000.00
Revised Contract Price	\$4,015,115.00

ATTACHMENTS:

- **#a:** CA#1 SD8450-01 Program Management Services for Stormwater Program Improvement(PDF)

Contract Amendment #1

Program Management Services for Stormwater Program Improvement Program
Project Number: CIP SD8450-01

Woolpert, Inc.

July 19, 2019

Description of Change: Request change in Agreement for Engineering Services between the City of Columbia (City) and Woolpert, Inc. (Engineer) dated March 7, 2018 (Agreement) to compensate the engineer for expansion of work effort after completion of initial program management tasks, as provided within the attached Scope of Services for 2019 - 2020.

The Office of Business Opportunities (OBO) determined in its compliance review that the Columbia Disadvantaged Business Enterprise Goal (CDBE) Goal of 20% has been exceeded at 30.75% for the first year of the contract with a contract price of \$1,015,115.00. The CDBE Goal of 20% must be maintained throughout the duration of the total project and is based on total contract price. With the approval of this Amendment, the CDBE goal of 20% will be based off of the new contract price of \$4,015,115.00.

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

Proposed Change and Basis for Payment:

Award Contract:	\$1,015,115.00
Current Contract Total:	\$1,015,115.00
This Change Contract Amendment #1 (Cost Change Increase):	\$3,000,000.00
Revised Contract Price:	\$4,015,115.00

This Change Is Acceptable:

Woolpert, Inc.:

K. Fint Holbrook K. Fint Holbrook Date: 7/24/2019
Signature Print Name

Title: Senior Vice President

City of Columbia:

By: Dana Higgins Date: 8/2/19
Dana Higgins, P.E., PEED, Director of Engineering

1

APPROVED AS TO FORM

[Signature]
Legal Department City of Columbia, SC

By: Clint E. Shealy Date: 8/2/19
Clint E. Shealy, P.E., Assistant City Manager for Columbia Water

By: Sandra A. Wright Date: 8/5/19
Sandra A. Wright, CPPB, Director of Procurement and Contracts
/Purchasing Agent

Approval of Change: _____ Date: _____
Teresa Wilson, City Manager



SCOPE OF SERVICES

Stormwater CIP Bond Program Management Services (2019-2020)

Introduction

Woolpert (referred to herein as the Program Manager (PM)) has completed approximately 18 months of the three (3) year contract to assist the City in managing their Stormwater CIP Bond Management Program and to help alleviate staff workload and further strengthen the City's Stormwater Management Program. Woolpert's primary function has been to act as an extension of City staff – assisting where needed and providing beneficial recommendations and guidance. The goal is to reduce workload on City staff, not to increase it. The requested assistance has been divided into three (3) parts: 1) Capital Improvement Project Services, 2) Asset Management Program Services, and 3) Program Management and Other Services. [These services all describe work that is either a continuation of work that started during the first work order or which is yet to be completed under the Stormwater CIP Bond Program Management Scope of Services that will start in July 2019 and carry through December 2020.](#)

For clarity purposes definitions of various terms found within this scope of services are found below:

Stormwater Management Program	All activities necessary to operate, maintain, improve, administer, and provide stormwater management of the City's stormwater system and to facilitate and integrate activities that benefit and improve watershed conditions across the City's stormwater service area.
Stormwater CIP Bond Program (The Program)	All activities necessary to complete the stormwater CIP projects approved to be completed within the City within the next five years.
Stormwater CIP Bond Program Management Project (The Project)	The activities and the implementation of the tasks within this scope of services.
Stormwater System	Consists of curb inlets, catch basins, pipe, open ditches, natural streams, wetlands, ponds, lakes and stormwater detention and water quality facilities.
Woolpert (The PM)	Includes all Woolpert and/or subconsultant staff who make up a part of the program management team charged with implementing the tasks within this scope of services.

The City and the PM can potentially be working with various parties related to the Project. The relationships among these parties is described below:

City and Designers: The City has and will enter into separate agreement(s), the "City-Designer Agreement", with one or more Designers to provide for the design of stormwater capital improvement projects (CIP) and other smaller scale



stormwater system improvement projects and certain design-related services during the construction phase of these projects. These projects will be referred to as Project(s) within this scope of services.

City and Contractors: The City has and will enter into separate contract(s) with one or more Contractors for the construction of the Program projects. The Contractor shall perform the work, which shall consist of furnishing all labor, materials, tools, equipment, supplies, services, supervision, and perform all operations as required by the Project contract documents.

Working Relationship: In providing the PM's services described in this agreement, the PM shall endeavor to maintain, on behalf of the City, a working relationship with the Contractor(s) and Designer(s). In most cases communications between Woolpert and the City will occur between the Woolpert project manager and the City.

Limitations: Nothing in this Agreement shall be construed to mean that the PM assumes any of the responsibilities or duties of the Contractor(s) or the Designer(s). The Contractor will be solely responsible for construction means, methods, techniques, sequences and procedures used in the construction of the Project(s) and for the safety of its personnel, property, and its operations and for performing in accordance with the contract between the City and Contractor. The Designer is solely responsible for the design requirements and design criteria of the Project(s) and shall perform in accordance with the agreement between the Designer and the City. The PM's services shall be rendered compatibly and in cooperation with the services provided by the Designer under the agreement between the City and Designer. It is not intended that the services of the Designer and the PM be competitive or duplicative, but rather complementary. The PM will be entitled to rely upon the Designer for the proper performance of services undertaken by the Designer pursuant to the agreement between City and the Designer.

Fee Determination - Fees have been developed (see Part 3: Program Management and Other Services) for tasks where an hourly estimate could be developed to complete a task. Otherwise, tasks in the scope will be assigned a fee bank that will be used for tasks as requested by the City until the fee bank is depleted. Additional fee may be requested from the City in the case that the fee bank balance is insufficient to complete requested tasks within the contract period. The basic services to be provided will be directed towards the following activities: (SEE NEXT PAGE)



SCOPE OF SERVICES OUTLINE (WORK ORDER #2)

Part 1: Capital Improvement Project (CIP) Services

- Task 1 - Project Identification / Prioritization
- Task 2 - Concept Plan Development
- Task 3 - Construction Plan Review and Approval
 - o *Identify LID/GI opportunities*
 - o *Calculating Pollutant Trapping Efficiencies*
 - o *Value Engineering*
 - o *Compliance with City's Design Standards*
 - o *Constructability Review*
- Task 4 - Project Permitting
- Task 5 - Construction Administration / Inspections / Project Closeout
 - o Bid Phase Services
 - o Construction Administration Services
- Task 6 - Maintenance Easement Review and Acquisition Services
- Task 7 - Project Management / Other

Part 2: Asset Management Program Services

- Task 1 - Goal Setting
- Task 2 - Asset Criticality
 - o *Probability of Failure*
 - o *Consequence of Failure*
 - o *Criticality Analysis*
- Task 3 - Inventory Assessment
- Task 4 - Policy Development
 - o *Asset Management Policy*
 - o *Extents of Service Policy*
 - o *Levels of Service Policy*
- Task 5 - Strategy Documents
 - o *Life Cycle Analysis*
- Task 6 - Field Data Collection Procedures
 - o *Stormwater Inventory Assessment and Geodatabase Recommendations*
 - o *Inventory Pilot Data Collection for Man-made Systems*
 - o *Inventory Pilot Data Collection for Natural Systems*
 - o *Field Data Collection and Data Management Training*
- Task 7 - Condition Assessment
- Task 8 - Asset Management Plan
- Task 9 - Project Management / Other

Part 3: Program Management and Other Services

- Task 1 - Kickoff Meeting and Program Plan Development
- Task 2 - Public / Private Project (P3) Services
- Task 3 - Public Outreach Services
- Task 4 - Project Administration
- Task 5 - Other Duties as Assigned



Part 1: Capital Improvement Project (CIP) Services

Introduction

The Columbia Water program is designed to identify and fund construction projects for upgrading, rehabilitating or expanding the City's infrastructure. Columbia Water includes projects for the drinking water treatment and distribution system, the wastewater collection and treatment system, the stormwater drainage system, street-scaping and other projects as identified by the City. The City typically develops a 5-year CIP list with projects allotted to different years based on priority. ***Part 1 of the scope of work is written to assist with implementation of stormwater drainage infrastructure in accordance with the overall goals of the Columbia Water program.***

The PM is prepared to offer a variety of services that can aid City staff in all facets of the Program throughout the project timeline.

Scope of Work

Task 1 - Project Identification / Prioritization

One of the goals of the Program is to develop a defensible and carefully-planned capital improvement project (CIP) prioritization process that considers the overarching goals of the City's stormwater program. These projects may include not only those projects currently identified in the Columbia Water program, but other conceptual projects identified in various watershed studies. Projects may address flooding issues, water quality issues, or both.

The PM team will consider previously identified Columbia Water project needs as well as those projects identified in the Gills Creek, Smith Branch, and Rocky Branch watershed and other studies (e.g., Five Points studies by various consultants). The team will assist the City in identifying factors (i.e. fiscal responsibility, citizen perception, public safety, recreational value, aesthetics, water quality, flood reduction, and project costs) that are important to the City and assist in the decision-making processes during all phases of project work. This will allow for an equitable comparison of different types of projects that meet different objectives, across different watersheds.

Task 1 Deliverables:

1. General consulting services related to project development and implementation phases as requested by the City
2. Memos, plans, graphs, tables, and other documents to be determined on a per project basis
3. Meeting(s) with City staff and meeting minutes, when necessary

Task 1 Expectations/Assumptions:

1. Woolpert will determine the types of deliverables appropriate for the tasks the City assigns on a per project basis

Task 2 - Concept Plan Development

Although the City has identified a list of projects to be implemented, there may be new projects identified through citizen requests, asset failure, requests from other City departments, or special circumstances (e.g., flood event). The City has existing watershed plans that have been reviewed for potential projects as well. The PM team is prepared to assist in collecting appropriate field data, performing modeling, evaluating alternatives and developing conceptual plans and costs.

Conceptual Plan Development and Cost Estimate – The PM will work with the City to identify projects where concept plans are desired and determine which services will be required to determine the feasibility of a project. Services may include collecting field data (i.e. stormwater system information including easements, property boundaries, utility



locations), developing storm water quality and quantity models, evaluating alternatives, developing conceptual plan layouts, estimating design and construction costs, and creating feasibility reports.

Task 2 Deliverables:

1. Field data collection GIS files
2. Storm water quality/quantity models and report
3. Alternatives analysis
4. Conceptual plan layouts and cost estimates
5. Feasibility reports
6. Meeting(s) with City staff and meeting minutes

Task 2 Expectations/Assumptions:

1. Woolpert will determine the types of deliverables appropriate for the tasks the City assigns on a per project basis
2. The fee assumes that all projects assigned to the PM start and finish within one year of issuance to the PM. Actual billings may differ from fee estimate if projects last for more than one (1) year.
3. Fee estimate will change if the City desires the PM to perform all or parts of this task on additional projects.

Task 3 - Construction Plan Review and Approval

The City has expressed interest in incorporating measures to ensure CIP project plans include innovative stormwater technologies and implement measures to ensure project plans are cost effective and substantially free of error. The PM will assist the City on an as needed basis with the following.

Project Plans – For individual CIP projects a Project Plan may be developed to serve as a guide for the managers to follow to ensure the necessary processes and procedures are being used during the project implementation. Individual Project Plans will be developed as requested by the City for specific CIP projects.

Identify LID/GI Opportunities - Linking traditional flood control projects to water quality enhancements has become essential as communities try to achieve higher return on their investments with CIP projects, but also address regulatory requirements while responding to community concerns about resiliency. This is not uncommon for the people of Columbia as they have lived through record rainfall and the effects on receiving water quality. Integrating Green Stormwater Infrastructure (GSI) where feasible and cost-effective will bring strong community regulatory support. The PM will assist the City in evaluating projects that were previously designed for retrofit opportunities and establish an evaluation protocol for upcoming projects that would integrate water quality enhancement into the preliminary design phase. Where feasible the cost per pound removal, cost per treatment area, O&M and community benefits will be tracked on a per project basis.

Calculating Pollutant Trapping Efficiencies - In response to regulatory requirements to calculate BMP removal rates, the PM created the IDEAL (Integrated Design, Evaluation and Assessment of Loadings) model for SCDHEC to aid in design of LID/GSI practices. The model's runoff treatment algorithms are process-based by predicting runoff rates and pollutant loads and routing these loadings through best management practices using technologies that have been experimentally validated. Using isothermic relationships along with accepted decay, settling and infiltration methods, pollutant trapping in BMPs is computed rather than assigned. This model has been used in the design of the bio-retention area for Earlewood Park. The PM will utilize the IDEAL model in calculating pollutant trapping efficiencies during the design of LID/GSI BMPs, when appropriate.

Value Engineering - The PM team has the capability to ensure that projects meet City standards while maximizing the value of the project. Value engineering services will depend on the project type. Often, value engineering (providing technically "equal" options at a cost savings) is provided by the construction contractor and reviewed/approved by the



engineer. The team has appropriate subject matter experts to review those recommendations. As well, during our constructability and LID/GSI review, we can also evaluate potential alternatives for cost savings and added value.

Compliance with City's Design Standards - The key to design management is thoroughly understanding the City's project goals, design standards, specifications and stakeholder expectations. We are very familiar with the City's design and construction specifications through our previous work for the City and private projects developed within the City. Likewise, our teammates Chao and 4D are intimately aware of City standards. At the request of the City, the PM will review construction plans and design calculations for compliance with the City's design standards.

Constructability Review - The PM will utilize subs familiar with the City of Columbia and the typical issues that arise with the local contractors for constructability reviews before projects are bid thereby reducing the number of construction change orders. The PM will work with the City to develop a constructability review procedure that can be implemented at key milestones during a project's lifecycle at the request of the City.

Task 3 Deliverables:

1. Project Plans (for individual CIP projects, as requested)
2. LID/GI Opportunities Procedure and Report
3. Pollutant removal efficiency calculations
4. Value Engineering Review Procedure and Report
5. QA/QC Procedure and Report
6. Design Standards Compliance Review Report
7. Constructability Review Procedure and Report(s)
8. Meeting(s) with City staff and meeting minutes

Note: Processes and procedures developed under this task will be included in the Program Plan

Task 3 Expectations/Assumptions:

1. Fee estimate assumes that the City will issue the PM three (3) construction projects totaling no more than \$4M to manage through December 31, 2018.
2. No alternative delivery methods will be used on any of the above stated projects.
3. The fee assumes that all projects assigned to the PM start and finish within one year of issuance to the PM. Actual billings may differ from fee estimate if projects last for more than one (1) year.
4. Fee estimate will change if the City desires the PM to perform all or parts of this task on additional projects.

Task 4 - Project Permitting

In general, the designer selected for project design will be responsible for obtaining the appropriate permits. The PM, however, will track permitting efforts and provide assistance as necessary to ensure adequate project progress. At the request of the City, the PM will support the program by performing third-party permit compliance inspections. These inspections and reporting can document permit compliance and serve to identify issues before a notice of violation letter is received.

Army Corps of Engineers Permit Summary – The PM will research the various Corp of Engineer permits and summarize into table format the differences between the permits and their applicability to different types of construction projects. The table will include a permitting review and approval timeline for each of the permits.



Task 4 Deliverables:

1. Permit Status Tracking Reports
2. Third-Party Permit Compliance Reports
3. Army Corps of Engineers Permit Summary table
4. Meeting(s) with City staff and meeting minutes

Task 4 Expectations/Assumptions:

1. The fee assumes that all projects assigned to the PM start and finish before the end of contract period. Actual billings may differ from fee estimate if projects extend past the end of the contract period.

Task 5 - Construction Administration / Inspections / Project Closeout

Task 5.1 - Bid Phase Services

As requested by the City, the PM shall provide bid administration services during the bid phase of the project as listed below:

Request for Proposal (RFP) and Bid Package Development - The PM will provide support to the City in preparing scopes of work for the selection and award of contracts for Design and Construction Contracts. Following award of task orders and or contracts, the PM may provide support in the administration of contracts and execution of work. This work may include the development and/or review of the various Requests for Proposals (RFPs) or bid packages, assisting with procurement meetings, reviewing award recommendations, reviewing contract scopes and budgets, assistance in administering contracts, and other support as requested by the City.

Finalize Advertisement for Bid – The PM will work with the City to establish pre-bid dates and bid dates to finalize the contracts advertisement.

Final Preparation of Contract Documents for Advertisement – The PM will make final revisions to the contract documents prior to printing for prospective bidders. The number of sets of contract documents to be printed will be determined on a per project basis.

Distribution of Plan Sets – The PM will send copies of Plan Sets and specifications to interested parties at the request of the City Project Manager. The number of Plan Sets and specifications to sell/distribute to interested parties will be determined on a per project basis.

Respond to Questions from the City, Bidders, & Suppliers – The PM will be available to discuss and respond to all appropriate questions concerning the contract document from the City, Bidders, and Suppliers. Any written responses will be documented in an addendum.

Attend Pre-Bid Meeting – The PM will attend a pre-bid meeting for each contract that the City's Contract Administration staff will conduct at City offices.

Prepare Contract Addendums – The PM will coordinate with the City's Contract Administration staff and issue addendums as appropriate. Up to three addendums for each contract bid will be provided, if necessary.

Attend Bid Opening – The PM will attend a bid opening for each contract conducted by the City's Contract Administration staff at City offices.

Prepare Bid Tabulation - The PM will make copies of all bids received, prepare the bid tabulation, and review all bids for accuracy and responsiveness for each contract. The PM will notify the City's Project Manager and Contract Administration Section of any errors, omissions, and discrepancies prior to determining the low bidder.



Review Qualifications of Lowest Bidders – If requested by the City, the PM will evaluate the qualifications of the lowest bidders for responsiveness and financial information. The PM will notify the City's Project Manager of any errors, omissions, and discrepancies prior to recommendation an award of each contract.

Prepare Recommendation for Award – Upon completion of review of the three lowest bidders, the PM will prepare a written recommendation of award for each contract to the City's Project Manager.

"Conformed Document" Preparation and Distribution – The PM will incorporate all addenda issued during the bid phase to create the "conformed documents" for each contract. The "conformed documents" will become the contract documents executed by the low bidder and the City.

Construction Contract Execution Assistance - Upon receipt of the contract documents from the low bidder, the PM will review these documents to assess if the required documentation and signatures have been included. The PM will send the completed contract documents to the City's Contract Administration Section. Upon receipt of the contract documents executed by the City, the PM will forward it to the Contractor with an established contract Notice to Proceed.

Task 5.2 - Construction Administration Services

As requested by the City, the PM shall provide construction administration services during the construction phase of the project as defined below:

Pre-construction Conference and Meeting Minutes – The PM will schedule a pre-construction conference and prepare a letter notifying the Contractor of the meeting. The PM and the City Project Manager will hold the pre-construction meeting at a site determined by the City on a per meeting basis. If requested by the City, the PM will provide the Contractor with copies of plans and specifications. The PM shall prepare minutes of the pre-construction conference.

Construction Survey Stake Out – The PM will provide construction survey stake out coordination and field layout services. Specific tasks and an hourly estimate related to this process will be conveyed to the City as survey projects are requested by the City and the project details are communicated to the PM.

Shop Drawing Reviews & Tracking & Distribution – The PM will review and process Shop Drawings for each contract. A shop drawing submittal, review, and status tracking spread sheet will be developed for each contract.

Request for Information (RFIs) Review & Tracking – The PM will review and process RFIs for each contract. A RFI, submittal, review, and status tracking spread sheet will be developed for each contract.

Change Order Request Reviews and Development – The PM will review and make recommendations to the City regarding change order requests in accordance to the Contract Documents. The PM will develop the actual change order document on the City standard change order forms. The specific number of change order reviews and change orders will be determined as specific projects are assigned to the PM.

Field Order & Work Change Directives Issues – The PM will review and issue field orders and work change directives in accordance with the Contract Documents. The specific number of field orders and work directive changes will be determined as specific projects are assigned to the PM.

Resident Project Representative (RPR) Services – The PM will provide a full time RPR at construction sites in accordance with construction contract documents. The purpose of the RPR is to assist the PM in observing performance of the work of Contractor. A detailed description of the services to be provided by the RPR will be included in the Program Plan.

Verbal Communications with Resident Project Representative (RPR) – The PM will maintain primary communications with the PM's RPR on a regular basis, and secondary communication with the City RPRs on an as-needed basis. City RPRs will maintain primary communication with PM's RPR.



Office Engineering Site Visits – The PM’s office staff and engineers will make regular site visits to each construction site to observe that the work is proceeding in accordance with the contract documents. It is anticipated that a site visit will occur an average of once per week for each contract.

Monthly Pay Request Review and Progress Review – The PM will review and process Monthly Pay Requests and forward to the City for payment.

Monthly Progress Meeting, Meeting Minutes, and Distribution – The PM will schedule regular construction progress meetings in accordance with the contract documents for each contract with the City and the contractor.

Digital Photograph and File Records Maintenance – The PM office staff and engineers will develop and maintain office file records of digital photographs taken by its RPR and maintain office files of project documentation on each contract.

Record Drawing Maintenance (During Construction) – The PM will maintain draft Record Drawings for each contract while the work progresses from data collected by the PM’s and the City’s RPRs during construction.

Record Drawing Preparation - Final Drawings – The PM will prepare final Record Drawings for each contract from data recorded during construction, survey data collected by the surveyor, and as provided by Contractor at the end of construction. A list of materials installed on the contract will be included on the final record drawings.

Final Inspection, Permit Certification and Certificate to Operate Permitting – The PM and the City’s RPRs will conduct an inspection of the work of observed items requiring completion prior to issuing a Certificate of Substantial Completion. The PM and the City will conduct a final inspection and document observed deficiencies to be completed prior to final acceptance of the work. The PM will receive and approve Final Payment requests and forward to the City for payment.

One Year Warranty Inspection – If requested, the PM will participate with the City in conducting a one-year warranty inspection of the work to help identify any defective work. The City will be responsible for having any defective work corrected.

Erosion and Sediment Control Permitting Fees - If requested by the City, the PM will pay for any required permit application fees to SCDHEC.

Project Closeout Services – At the request of the City Project Manager, the PM will assist the City in acquiring the necessary documents to formally closeout projects. Currently the City does not employ a formalized standard for closing out a construction project when it has been completed. Specifically, the City desires a more formalized standard for digital plan submittals, record drawings, and required GIS data that designers submit for projects. The PM will work with City staff to develop a work flow process as well as the standards that need to be followed when designers send digital submittals to the City.

Task 5 Deliverables:

1. Standardized forms and protocols for various tasks outlined in Task 5, if requested
2. Deliverables may vary between construction projects
3. Project Plans for individual projects

Task 5 Expectations/Assumptions:

1. The fee assumes that all projects assigned to the PM start and finish before the end of contract period. Actual billings may differ from fee estimate if projects extend past the end of the contract period. Fee estimate will change if the City desires the PM to perform all or parts of this task on additional projects.



Task 6 - Maintenance Easement Review and Acquisition Services

Various City Program projects involve improvements to waterways and drainage systems that are situated on private property or other land for which the City does not maintain a temporary or permanent easement to perform maintenance or improvements.

Task 6.1 - Review and Update Existing Asset Information (GIS Mapping and System Connectivity)

Continuing the effort started in the first work order, **the PM will review and update stormwater, sanitary sewer, and water GIS data.** It is anticipated that the resources used for acquiring the existing stormwater easement maintained by the City will include or be a combination of the following resources:

- a. Existing City GIS Coverages – The City will provide to the PM existing GIS coverages of the stormwater drainage, sanitary sewer, and water systems and existing easement locations.
- b. City Access Database (Phong's Database) – The City's flat file utility in Phong's database will be utilized to find where easements currently exist. The database will likely be the first resource utilized when locating existing easement locations.
- c. Review of Record Drawings – The City will provide (or provide access to) the PM record drawings for review and documenting in the GIS database. The PM will review and compare documents to existing information, if available, in the GIS database and make revisions as necessary. This may require field verification of the GIS and/or record drawings. If the GIS database does not contain a record of the easement found during the review of the GIS and/or record drawings, then the PM will add the record to the GIS coverage.
- d. Review of Easement Documents – At a predefined interval (e.g. once per month), the PM will provide to the City a list of locations where easements or rights-of-way were found during the review of the record drawings that need to be verified. In certain cases where sufficient documentation cannot be found regarding a particular suspected easement location it may be necessary for the City to research and provide recorded documents to the PM to be added to the easement GIS database.
- e. Field Verification – The PM will verify, if necessary, any conflicting or incomplete information through field observations of existing conditions. Information will be used to correct the easement GIS coverage.

Task 6.2 - Stormwater Easement Acquisition Recommendations

The outcome of this task is to identify locations for access from public rights-of-way for construction and long-term maintenance, and extents of easements to accomplish construction along the water course and maintenance routes parallel to the stormwater system to provide means for maintenance vehicles and equipment movement.

Data collected under other program tasks relating to project background information and data obtained through Phong's Database will be used for this investigation. The following activities may be performed to support this task:

- a. Compile updated concept maps of the projects to indicate extent of the project and surface features that may conflict with proposed improvements, parcel boundaries, and right-of-way limits.
- b. Apply general limits of project grading and/or disturbance for each proposed improvement using general design principles and experience with natural channel design and Stormwater BMP construction to estimate limits of project activity.
- c. Evaluate existing land use and surrounding development for temporary and permanent access entrances and routes. The number and location of the access points should take into consideration difficulty of construction, type of equipment necessary for implementation of improvements and maintenance, and impact to private property.
- d. Augment concept maps for each project to illustrate extent of easement needs for review by the City. It is anticipated that one round of reviews will be conducted by City Staff.
- e. Estimate easement acquisition costs for each project.



Task 6.3 – Stormwater Easement Acquisition Services

The PM will work with City staff in acquiring easements as outlined and described above. The following activities may be performed to support this task:

1. Determine ROW/Easement extents (provide survey services as needed)
2. Identify property owners
3. Identify appropriate temporary and/or permanent easement boundaries and extents
4. Prepare easement documents
5. Assist City to obtain easements

Task 6.4 – Comprehensive Easement GIS Coverage

In the first work order, a determination of the attributes to be collected and a naming and/or numbering convention was developed in coordination with the City's GIS personnel during the kickoff meeting. This process ensures that the deliverable is consistent with the City's GIS standards. The City provided an attribute list for the PM to utilize. In the second work order, the database design and data submittal format will be prepared while considering that portions of the data will be used in the City's GIS, Cityworks work management system, and any other applicable program.

The PM will develop and deliver to the City a pilot area comprehensive easement GIS coverage (**includes storm drainage, sanitary sewer, and water easements**) in an electronic format compatible with the City of Columbia's GIS format and coordinate system. In addition, a tracking spreadsheet (Microsoft Excel format) will be maintained that documents issues the field crew encounters in the field that may aid the City in obtaining future easements or rights-of-way.

Task 6.5 – Storm Drainage Easement Report

The PM will evaluate overall accessibility concerns related to City owned and maintained easements and make recommendations based on factors such as O&M, community impacts, City standards, etc.

The PM will deliver to the City the revised GIS database and prepare a map of the City's assets that includes the areas found to be either lacking in sufficient accessibility or yet to be determined due to lack of or conflicting records. For each area found to have insufficient or conflicting records, a detailed description of the accessibility concerns and recommendations for improving accessibility in the best interest of the City to be able to properly maintain its assets will be included in the report.

After the data collection effort, a final meeting will be held where the PM will present the initial easement/property issue tracking spreadsheet to the City. If desired the Excel spreadsheet will be hosted on a project website (iMeet) for City use during the data collection effort.

Task 6 Deliverables:

1. Project Concept Maps illustrating limits of easements (stormwater, sanitary sewer, and water)
2. Project Table indicating easement area to acquire and estimated costs
3. Tracking spreadsheet (Microsoft Excel format) that documents issues the field crew encounters in the field
4. Easement database in an electronic format compatible with the City's GIS format
5. Meeting(s) with City staff and meeting minutes, if necessary

Task 6 Expectations/Assumptions:

1. Sanitary sewer and water easement mapping only applies to Tasks 8.1 and 8.4.



Task 7 - Project Management / Other

The above activities will require routine project management needs such as project setup, scheduling, client correspondence, team management, and invoicing. This task also includes sub-consultant management and the development of progress reports if requested by the City. Other tasks may arise during the contract period. The PM will address these tasks on an as-needed basis as requested by the City. **See Part 3: Program Management and Other Services for detailed scope of work and fees associated with general program management services.**



Part 2: Asset Management Program Services

Introduction

The City of Columbia owns, operates, and maintains a stormwater conveyance system comprised of pipes, inlets, junction boxes, ditches, natural systems, and various constructed Best Management Practices. Like many communities, the City currently maintains the system on a reactive basis. However, reactive operation and maintenance of stormwater systems is less efficient and more costly than a proactive asset management program. Under the first work order the PM began helping the City to develop the foundational components of the asset management program and started collecting asset condition assessment data that will be used in the future to increase the efficiency of the City's future repair and replacement strategy.

The tasks below are a continuation of the work started in the first work order and will help to further develop the framework of the stormwater asset management program for the City of Columbia.

Asset Management Program Goals - In the first work order Woolpert helped to identify the City's goals for the program. The goals were created so that they match the City's mission, budget goals, and stakeholder's expectations and set the direction for the remaining tasks to be completed in the second work order.

Scope of Work

Task 1 - Goal Setting

No work to be performed under this task in this second work order.

Task 2 - Asset Criticality

In the first work order each of the City's major watersheds (Broad River, Congaree River, Gills Creek, Lower Saluda River) were further defined by identifying smaller subbasins. Criticality is the product of an asset's probability of failure (condition) and the consequence of the asset's failure. The higher the product of these two conditions, the higher the asset's criticality rating (or Business Risk Exposure (BRE)). The PM calculated a Probability of Failure (POF) score for each subbasin for use in the watershed prioritization exercise. In addition, the PM worked with the City to develop a Consequence of Failure (COF) rating system for its physical stormwater assets and applied a score to each subbasin. Using the POF and COF scores assigned to each subbasin, an initial calculation of BRE was prepared and applied. The BRE score for each subbasin was used to prioritize subbasins for stormwater system inventory, survey, and condition assessment.

Probability of Failure (POF) for Assets - Because a condition assessment of individual assets had not been conducted at the beginning of the first work order, the PM utilized a simple surrogate for condition such as age of pipe to determine the probability of failure (POF). As data is collected on each asset, an individual asset's POF score can be determined. The PM will provide guidance on factors, the process, and potential tools used in determining an individual asset's POF score and begin to assign scores to individual assets.



Consequence of Failure (COF) for Assets – The PM has already developed a COF rating system for its physical stormwater assets. The rating system was applied on a subbasin basis to provide an initial COF score. As data is collected on each asset, an individual asset's COF score can be determined. The PM will provide guidance on factors, the process, and potential tools used in determining an individual asset's COF score and will begin to assign scores to individual assets.

Criticality Analysis – Using the POF and COF scores assigned to each subbasin, an initial calculation of BRE was prepared and applied in the first work order. As data is collected on each asset, an individual asset's BRE score can be determined. The PM will provide guidance on factors, the process, and potential tools used in determining an individual asset's BRE score and will begin to assign scores to individual assets. Once assets receive a BRE score then the PM will assist in the prioritization of the assets based on factors such as BRE score, structure type, sub-basin, etc.

Task 1 Deliverables:

1. Guidance on developing and applying POF, COF, and BRE to individual assets
2. Assignment of Consequence of Failure (COF) to identified assets
3. Assignment of Probability of Failure (POF) to identified assets
4. Initial calculation of BRE for identified assets
5. Prioritization of critical assets
6. Meeting(s) with City staff and meeting minutes

Task 1 Expectations/Assumptions:

1. The PM will assign COF, POF, or BRE ratings to individual assets as the necessary inventory and condition assessment data is completed for watershed areas.

Task 3 - Inventory Assessment

In the first work order, the PM reviewed the newly developed stormwater geodatabase model (consisting of stormwater outfalls and system data) and made recommendations for enhancements focused on improving the usefulness of the geospatial data to support stormwater asset management activities. Recommendations included network connectivity improvements/modifications, feature/object modeling modifications, and enhanced feature attribution to define such elements as capacity, condition, and criticality.

As the stormwater inventory process matures, the PM will continue to assist the City with refining the geodatabase model.

Stormwater System Inventory Data Collection – Based on the results of the criticality analysis and prioritization work completed during the first work order, the City is in the process of identifying areas where condition assessment is desired. As requested by the City, the PM will conduct a stormwater system inventory in areas requested by the City using the most up-to-date version of the City's standard operating procedure (Stormwater Drainage System Inventory Data Review and Collection Procedures). The PM will not proceed with any work associated with this effort without written authorization from the City.

Task 4.1 Deliverables:

1. Recommendations for further enhancements to the geospatial database
2. Meeting(s) with City staff and meeting minutes
3. System inventory database in an electronic format compatible with the City's GIS format



Task 3 Expectations/Assumptions:

1. Provide appropriate staff to help identify locations requiring survey data. Assistance may require several on-site meetings and/or field visits.
2. The PM will not be providing configuration of the City's existing Cityworks system.

Task 4 - Policy Development

There are several policy statements that support an effective Asset Management program. These policies include an overarching asset management policy, an extents of service policy, and a levels of service policy. The PM will review existing policy statements from similar communities and prepare draft policy statements for the City's review. The PM will then conduct a maximum of three (3) work sessions with appropriate staff from various departments to further refine the policies.

Asset Management Policy - An overarching Asset Management Policy will be developed that defines the City's goals and vision for the asset management program, assigns roles and responsibilities, and provides guidance for implementation. It is critical that City leadership understand and accept this policy. As part of this task, the PM will develop presentation materials to help educate City Council on the importance of adopting this policy.

Extents of Service Policy - It is important for the City to establish boundaries for the program related to system operation and maintenance activities. For example, some communities define the beginning of a public conveyance system where drainage from two or more properties/parcels join. Other communities only operate and maintain that portion of the system that lies within road rights-of-way or easements. Identifying which components of the drainage system are owned, operated, and maintained by the City is also necessary. For instance, the more common components include pipes, culverts, inlets, junction boxes, and ditches. Some communities also consider BMPs, curb and gutter, and natural systems (streams) as a community asset. The PM will assist the City in developing an extents of service policy for the program that includes consideration of asset types, boundaries, special circumstances and emergency repairs.

Levels of Service Policy - Understanding the desired level of service (LOS) associated with the stormwater management system is critical to establishing an appropriate Asset Management program. This understanding begins with identifying expectations of key stakeholders (e.g., citizens, city leaders, staff, etc.). Typically, there are two components to a LOS policy; one associated with system functionality and one associated with system operation and maintenance (O&M). For example, a functionality LOS may include criteria such as, 1) no structural flooding during the 100-year storm, 2) all bridges and culverts should meet a 25-year LOS, 3) all piped systems should have a minimum of a 5-year capacity, etc. In order to meet the functionality LOS, certain maintenance, repair, and replacement activities must be applied to the system. O&M LOS criteria may include items such as inspecting and cleaning the entire system over a five (5) year period, replacing 10% of the most critical assets each year, and other similar provisions.

The PM will provide a draft document identifying typical levels of service utilized in other similar communities and/or applicable industry standards for review by the City. City requested revisions will be made, and a final LOS policy will be prepared.

Task 4 Deliverables:

1. Draft Asset Management, Level of Service and Extents of Service policy statements
2. Final Asset Management, Level of Service and Extents of Service policy statements
3. City Council presentation materials
4. If needed, support to attend one City Council work session and one Council meeting to assist in approvals.
5. Facilitation of a work session with City staff
6. Meeting(s) with City staff and meeting minutes



Task 4 Expectations/Assumptions:

1. The City will obtain approval for proposed levels of service prior to the PM's development of the final Asset Management Plan.

Task 5 - Strategy Documents

In addition to policy statements that provide general guidance to the program, several strategy documents should also be developed to provide more specific direction. These strategy documents include: 1) Condition Assessment Strategy, 2) Data Management Strategy, and 3) Life Cycle Analysis Strategy. The PM will prepare drafts of each document for City review. The PM will then prepare final documents based on City comments. It is anticipated that a minimum of two meetings will be needed to prepare and review the three documents.

Task 5.1 – Data Management Strategy

For the asset inventory, asset condition, and asset criticality information to be kept up-to-date, remain relevant, and support the City's O&M and CIP decision-making processes, several data management policies, strategies, and supporting workflows may need to be developed and implemented.

Some asset data management recommendations are included in each of the field data collection tasks (e.g., data dictionaries, determination of appropriate attribute for data collection, etc.) and in previous Cityworks projects completed for the City. In addition, the City has already established certain processes and protocols related to asset data management for its sanitary sewer system. Recognizing, however, that the City may still need some support with data management related to this project (e.g., collecting, tracking, and analyzing stormwater related work orders), the PM will provide data management support from our Subject Matter Experts.

Task 5.1 Deliverables:

1. Meeting(s) with City staff and meeting minutes

Task 5.2 – Life Cycle Analysis Strategy

A key component to making repair and replacement decisions for stormwater infrastructure is understanding the corrective actions the City may employ, the circumstances under which each action is taken, and the cost of each corrective action. Using an asset's condition score and remaining useful life combined with the life cycle cost for various corrective actions, the most cost-effective action can be determined.

As an example, given a pipe with a remaining life of ten years in relatively poor condition, is it more cost effective to continue making point repairs or to replace the pipe? The Life Cycle Assessment strategy will provide data and recommendations for tools to make such decisions. Specifically, the strategy document will include the following:

1. A list of typical corrective actions taken by the City
2. Budget level costs associated with each corrective action
3. Recommendations for software tools used in life cycle decision making

Task 5.2 Deliverables:

1. Draft strategy documents containing the following:
 - a. Recommendations for data capture tools
 - b. Draft condition assessment schedule
2. Final strategy documents
3. One work session to review strategy documents



4. Meeting(s) with City staff and meeting minutes

Task 6 - Field Data Collection Procedures

This task includes the development of standard operating procedures for the collection of field data and condition assessment information to be used in the development of the asset management program. As funding allows, this scope also includes collection of field data.

Task 6.1 – Stormwater Inventory Assessment and Geodatabase Recommendations

In the first work order, the PM reviewed the newly developed stormwater geodatabase model (consisting of stormwater outfalls and system data) and made recommendations for enhancements focused on improving the usefulness of the geospatial data to support stormwater asset management activities. Recommendations included network connectivity improvements/modifications, feature/object modeling modifications, and enhanced feature attribution to define such elements as capacity, condition, and criticality.

As the stormwater inventory process matures, the PM will continue to assist the City with refining the geodatabase model.

Task 6.1 Deliverables:

1. Recommendations for further enhancements to the geospatial database
2. Meeting(s) with City staff and meeting minutes

Task 6.2 - Inventory Pilot Data Collection for Man-made Systems

Continuing the work that was started in the first work order, the goal of this task is to develop a piped system inventory program to locate and map the City's stormwater system including pipes, inlets, and junction boxes. The program will consist of developing an approach to inventory methods and attributes to be collected. The City's stormwater geodatabase will be used and can be integrated into GIS and Cityworks and developed such that analyses can be completed on the data as well as identifying "flags" for work orders in the Cityworks system.

Under the first work order, the City's geodatabase was reviewed and recommended revisions were submitted to the City. Draft versions of standard operating procedures for stormwater drainage system inventory data review and collection as well as condition assessment were developed. Data collection started in the pilot areas selected by the City using the project prioritization the PM developed, but this process has not yet been completed.

During the second work order, the following tasks will be completed within this program:

1. Develop the method with an approach using features from existing methods but customized to the needs of the City. Prepare a draft set of SOPs on use of the database and instructions on conducting the inventory
2. Develop the piped system geodatabase configuration
3. Update the SOP and database. Refine and finalize based on comments from the City
4. Determine additional pilot area(s) for inventory to further refine the process and inventory costs.
5. Inventory the identified pilot area
6. Refine the database and procedures based on this pilot test
7. Prepare GIS mapping for the inventoried area

Task 6.2 Deliverables:

1. Draft Inventory SOP and geodatabase structure
2. Final Inventory SOP and geodatabase structure
3. Updates to the Standard Operating Procedures for field data collection and condition assessment
4. Identified pilot areas for inventory



5. Mapping data from inventoried areas
6. Meeting(s) with City staff and meeting minutes

Task 6.3 – Inventory Pilot Data Collection for Natural Systems

The goal of this task is to develop a stream inventory/assessment program to assess stream condition, develop CIP projects, and integrate data into the asset management program for identifying stream reaches that need immediate repair, as well as reaches that need to be inspected at a higher frequency due to unstable or changing conditions and likelihood of public safety concern or infrastructure damage (i.e., potentially compromising the integrity of sidewalks, pipes, buildings). The program will consist of developing a customized, simplified approach to the inventory methods and parameters of information collected. A geodatabase will be developed that can be integrated into GIS and Cityworks and developed such that analyses can be completed on the data as well as identifying “flags” for work orders in the Cityworks system.

The following tasks will be completed within this program at the request of the City:

1. Develop the method – a simplified, customized approach using features from existing methods but customized to the needs of the City. Prepare a draft set of SOPs on use of the database and instructions on conducting the inventory
2. Conduct desktop analysis of the stream network – develop stream reach ID structure and subdivide the streams into discreet segments for inventory
3. Develop natural system database
4. Work with the City to identify preferred metrics for asset management (AM)
5. Submit SOP and database structure to City for review. Refine and finalize based on comments from the City
6. Inventory/assess streams that are required as a pilot test for the program for a predetermined amount of time
7. Develop criticality analysis, identify stream restoration opportunities, and refine the database based on this pilot test
8. Review draft documents with the City, determine desired improvements to the SOP documentation and database structure and adjust

Task 6.3 Deliverables:

1. Stream Inventory SOP and geodatabase structure
2. Stream network reach ID structure in GIS
3. Stream inventory prioritization and desktop criticality analysis
4. Meeting(s) with City staff and meeting minutes

Task 6.3 Expectations/Assumptions:

1. City and PM staff will coordinate and schedule the field work in a manner that is agreeable to both parties.
2. The PM will communicate the schedule for field work for this task to the City such that a City representative can participate in the field work if desired/available.

Task 6.4 – Field Data Collection and Data Management Training

Field Data Collection Training - Upon completion of the data collection SOPs for the storm system inventory the PM will provide the necessary training to the appropriate City staff for SOP implementation.

Database/Software Training – The PM shall provide on-site training for City staff on the use of the software associated with the field data collection and data management SOPs. This may include training on the data collection software that the City uses to collect field data (e.g. GILware, ESRI products, etc.) as well as training on ESRI software (e.g. ArcGIS, ArcMap, etc.) used to manage and store information after it has been collected in the field.



The overall condition of stormwater assets is critical in determining potential corrective actions and setting budgets. In general, communities begin condition assessment of assets with the most critical assets as determined through the criticality analysis completed in Task 1. The PM team has the capabilities of collecting field data on the storm drainage system and providing visual assessments as well as performing CCTV documented assessments.

Task 6.4 Deliverables:

1. Field training on inventory data collection procedures
2. On-site software training

Task 7 - Condition Assessment

Stormwater System Condition Assessment Services – In the areas identified by the City for stormwater system inventory, the PM will perform condition assessments using the most up-to-date version of the City's standard operating procedure (Stormwater Drainage System Condition Assessment Procedures).

Task 7 Deliverables:

1. Condition assessment scoring for all assets included in assessed areas and compatible with the City's GIS format

Task 8 - Asset Management Plan

The PM will combine the policy statements and strategy documents into a draft Asset Management Plan framework including an overview of the program goals and objectives, executive summary, and general program guidance. As additional data is collected on individual assets, this plan will necessarily need to be updated and expanded.

Task 8 Deliverables:

1. Draft Asset Management Plan
2. Final Asset Management Plan
3. Meeting(s) with City staff and meeting minutes

Task 9 - Project Management / Other

The above activities will require routine project management needs such as project setup, scheduling, client correspondence, team management, and invoicing. This task also includes sub-consultant management and the development of progress reports if requested by the City. Other tasks may arise during the contract period. The PM will address these tasks on an as-needed basis as requested by the City. **See Part 3: Program Management and Other Services for detailed scope or work and fees associated with general project management services.**



Part 3: Program Management and Other Services

Introduction

The key to a successful program is to ensure proper project management protocol is followed during the implementation phase of the program. Communication, a succinct and a clear scope of work, and full understanding of roles and responsibilities is crucial to successful program implementation. Further, one of the measurements of the success of the overall program will be the garnering of broad based public support of the efforts to get the Program Management program completed in accordance with City and stakeholder goals and expectations.

The PM also intends to investigate opportunities to initiate a Public/Private Project (P3) delivery model for the execution of some or all the proposed capital improvement projects identified under the Program. A P3 delivery method has become popular with local, state, and federal governments to expedite project delivery as well as achieve other programmatic, social, and community goals.

Scope of Work

Task 1 - Kickoff Meeting and Program Plan Development

This project will require routine project management needs such as project setup, scheduling, client correspondence, team management, and invoicing. This task also includes sub-consultant management and the development of progress reports. Other tasks may arise during the contract period and the PM will address these tasks on an as-needed basis as requested by the City.

Kickoff Meeting - Prior to the initiation of work on the development of the program, the project team will meet with the City to discuss overall program management strategies and how they might be revised during the second work order. A key goal of the meeting will be to identify specific protocols that will be used by the PM during the implementation of the various tasks described within the scope of services. Team leaders from subs will be included in this meeting for introduction to City staff and to exchange contact information for future communications.

Task 1 Deliverables:

1. Program Management Meeting with City staff and meeting minutes
2. Draft Program Plan document outlining the management strategy and protocols to be used during the project
3. Final Program Plan document
4. Other meetings with City staff, if necessary

Task 2 – Public/Private Project (CBP3) Services

The City desires to investigate opportunities to initiate a P3 project delivery model for the execution of some or all of the proposed capital improvement projects identified under the Program. A P3 delivery method has become popular with local, state, and federal governments to expedite project delivery as well as achieve other programmatic, social, and community goals. In the first work order, the PM worked with City Staff on the development of a Community-based P3 (CBP3) delivery model. A pilot project (LID-40) was selected to test the new project delivery system and to determine if other CBP3 projects could be implemented in other areas of the City.

Project Evaluation Matrix – In the first work order the PM performed an evaluation of stormwater projects and developed a matrix summarizing each project's ability to achieve program goals utilizing the various delivery methods. In the second work order, the project evaluation matrix will be updated as new information specific to individual



projects is gathered or submitted to the PM by the City. New project opportunities will also be added to the matrix when necessary throughout the duration of the work order.

Individual Project Implementation Services - As requested by the City, and once a delivery model has been created, the PM will coordinate with the City and private entities on individual projects to establish the P3 contractual agreement. The PM will assist in the design, permitting, easement acquisition, construction procurement and administration, business inclusion, and community outreach phases of project implementation as requested by the City. The PM will work with the contracted groups during the implementation of a project to ensure that the terms of the contract are followed and that projects are completed on schedule.

Benedict College Bioretention Bump-outs and Street Landscape Enhancement Project (LID-40) Continuation - The PM will continue to assist the City and work with Benedict College through the implementation stage of the project. Work activities may include:

- a. Presentation of project details and meetings with stakeholder groups (i.e. City Walk Bike, Benedict College students and staff, Parks and Recreation, Forestry and Beautification, neighborhood residents, etc.)
- b. Continued assistance for the City in the design, permitting, easement acquisition, construction procurement and administration, business inclusion, and community outreach phases of project implementation
- c. Development of a project evaluation strategy to be applied to the project and used on future CBP3 opportunities

Task 2 Deliverables:

1. Meetings with City staff (meetings minutes, if necessary)
2. Work sessions with project stakeholders (i.e. City staff, contractors, labor finders, etc.) during all phases of individual project implementation
3. Updates to Project Evaluation Matrix, if necessary
4. Establishment of P3 agreements on an individual project basis

Task 3 - Public Outreach Services

An important phase of any construction project is public education and outreach. The PM will assist the City in developing individual project outreach plans, project web page content, public impact memos, key stakeholder's lists, project specific public education/outreach plans, and meeting facilitation for specific projects, as requested by the City.

Task 3.1 – Development of a Public Outreach/Public Involvement Communications Plan

The PM will coordinate and collaborate with City staff to develop and begin implementation of a comprehensive Public Outreach/Public involvement Communications Plan for the Program initiative. The Communications Plan will be designed to inform and engage key stakeholders and the public and will be dependent upon the use of a variety of both traditional and innovative tools and communication strategies. The PM will hold a preliminary meeting to determine the public outreach/public involvement expectations of the City and to further identify the key components and strategy of the plan. A draft plan will be developed and presented to the City for comment. A final plan will be drafted and submitted to the City.

Task 3.2 – Development of the Program Web Page

The PM will collaborate with City staff in the development of a web page for relating information and content regarding the introduction and ongoing progress of the Program. Collaboration will be needed with the City's Clean Water 2020 staff to ensure consistency across platforms and that the stormwater program disseminates a similar message.

SharePoint Website Development – In the negotiation meeting, the City expressed an interest in utilizing the SharePoint platform that was developed as a part of the City's Clean Water 2020 Program. The PM will work with the City's



Engineering Administrator to identify functionalities that exist within the current SharePoint platform that can be beneficial in managing parts of the Project. The PM will work with the Engineering Administrator to develop or add to the existing platform the functionality to manage parts of the Project, as necessary.

Task 3.3 – Public Impact of individual Stormwater Projects

The PM, in collaboration with City staff, will examine the potential public impact of each of the projects included in the Program and develop categories of public outreach and engagement for each of the projects. Since different outreach efforts will be needed based on the type and complexity of the individual projects, the PM will develop this list as a way of projecting the level of public involvement effort over the course of the three to five-year program. A memo describing the public impact of individual projects will be developed and submitted to the City.

Task 3.4 – List of Key Stormwater Program Stakeholders

The PM will develop a list of key stakeholders that may need to be informed about the status of the program on a continuous basis. This list may include businesses and residential community leaders in the potential impacted areas, City Council members, County Council members or other elected officials, EMS services, School District Transportation officials, etc. Although this list may become more refined and extended for individual projects, the list will be developed at the beginning of project implementation and will be used to keep key Stakeholders informed throughout the life of the program.

Task 3.5 – Project Related Public Outreach/Involvement Plans

The PM will develop and begin implementation of individual Public Outreach/Public Involvement Communication plans for any design or construction projects that are assigned to the PM and that are started during the first six-month contract period. These plans will be developed upon the request of the City and submitted to the City for review and approval.

Task 3.6 – Community Meeting Facilitation

At the request of the City, the PM will facilitate public meetings for individual design and construction projects. This may include ensuring that logistical arrangements, meeting notices and advertisements as well as documentation for all public meetings and public hearings, including responses to comments from the public, are completed efficiently and to the satisfaction of City staff and City Council.

Task 3 Deliverables:

1. Overall Public Outreach/Public Involvement Communications Plan for the Program
2. Program logo
3. Assistance in development of the Program webpage
4. Report identifying the Public Impact of individual stormwater projects
5. List of Key Program Stakeholders
6. Individual project related public outreach/public involvement plans
7. Public meeting facilitation services for individual stormwater projects
8. Meeting(s) with City staff and meeting minutes

Task 4 - Project Administration

This project will require routine project management needs such as project setup, scheduling, client correspondence, team management, and invoicing. This task also includes sub-consultant management and the development of progress reports. Other tasks may arise during the contract period and the PM will address these tasks on an as-needed basis as requested by the City.



Monthly Status Meetings - Monthly status meetings shall be held by the City's Project Manager and the PM during the Project. Items discussed during the monthly status meetings include, but are not limited to, progress reports, invoices, technical/policy interpretations, anticipated project goals/challenges, etc. The meetings may also be used to present, discuss, and/or review work-in-progress as required by the City's Project Manager. The PM shall prepare and submit minutes of these meetings and/or action items developed during the meetings to the City's Project Manager within one (1) week of the meeting. The PM or City's Project Manager shall schedule the meetings. The City's Project Manager reserves the right to cancel or call for additional meetings as deemed necessary.

City Council Interaction - A key to implementing a successful stormwater program is ensuring the buy in of City Council members by educating them on aspects of the Stormwater Program. The PM will be available for meetings, work sessions, and council meetings as requested by the City.

Fiscal Year 2019/2020 Work Plan - Considering the goals and accomplishments achieved while completing this scope of services, the PM will work with City staff to develop a detailed work plan for the 2019/2020 fiscal year. The work plan will span from **July 1, 2019 through December 31, 2020** and will include a fee estimate for each task.

Task 5 Deliverables:

1. Project team meetings will be conducted throughout the duration of the project
2. Meeting minutes for monthly status meetings
3. Includes preparation of monthly progress reports
4. Personnel planning, scheduling, budget control monitoring
5. Subconsultant coordination

Task 5 - Other Duties as Assigned

During the project term tasks related to the implementation of the City's Stormwater Management Program, and not identified in this scope of services, may be requested by the City. Fee estimates and schedules for completing these tasks will be developed as they are assigned to the PM.

Task 5.1 – Technical Support and On-Call GIS Services

The PM will provide GIS technical support consulting services to assist the City with the management and maintenance of the City's GIS datasets. Assistance will be provided through phone calls, meetings with various City departments and other key personnel, and technical memoranda. Tasks will be completed on an as-needed basis and will include but are not limited to the following:

- Design, implementation, maintenance and repair of the City's GIS datasets
- Planning for future expansion requirements
- Data analysis
- Report generation
- Meetings regarding GIS related matters

Geodatabase Review Services – When the need arises the PM will review geodatabases submitted from outside consultants that are collecting inventory and condition assessment data for the City. This task will include coordinating with City Staff to verify the inclusion/paring of the data into existing software the City uses various purposes (i.e. tracking work orders, scheduling maintenance activities, etc.)

**Task 5 Deliverables:**

1. On Call Service – assistance will be provided on an as-needed basis
2. Meeting attendance



Fee Estimate

Task	Fee Estimate
Part 1: Capital Improvement Project (CIP) Services	
Task 1 Project Identification / Prioritization	\$50,000
Task 2 Concept Plan Development	\$150,000
Task 3 Construction Plan Review and Approval	\$50,000
Task 4 Project Permitting	\$50,000
Task 5 Construction Administration/Inspections/Project Closeout	\$400,000
Task 6 Maintenance Easement Review and Acquisition Services	\$300,000
Part 1 Total Fee/Schedule:	\$1,000,000
Part 2: Asset Management Program Services	
Task 1 Goal Setting	NA
Task 2 Asset Criticality	\$70,000
Task 3 Inventory Assessment	\$500,000
Task 4 Policy Development	\$15,000
Task 5 Strategy Documents	\$50,000
Task 6 Field Data Collection Procedures	\$30,000
Task 7 Condition Assessment	\$300,000
Task 8 Asset Management Plan	\$100,000
Part 2 Total Fee/Schedule:	\$1,065,000
Part 3: Program Management and Other Services	
Task 1 Kickoff Meeting and Program Plan Development	\$15,000
Task 2 Public / Private Project (P3) Services	\$180,000
Task 3 Public Outreach Services	\$100,000
Task 4 Project Administration	\$300,000
Task 5 Other Duties as Assigned	\$290,000
Part 3 Total Fee/Schedule:	\$885,000
Reimbursable Expense:	\$50,000
Total Fee/Schedule:	\$3,000,000

SUBCONSULTANT BUSINESS INFORMATION – ATTACHMENT B

Program Management Services for Stormwater Bond

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 the proposed changes.

Business Name/ Address	Contact Name Telephone	WBE/MBE/ DVBE Information	Services/Materials to be Provided	*Cost of Service (\$ Value)	Percenta ge of Total Contract
Chao & Associates 7 Clusters Court Columbia, SC 29201	Gerald Lee 803-772-8420	MBE DUNS: 189168735 CAGE: 3HMY5	Engineering, Inventory and mapping, Easement/ROW, Construction Management Services	\$390,000	13%
PJ Noble & Associates 2711 Middleburg Drive, Ste 106 Columbia, SC 29204	Patrick Noble 803-256-5026	MBE	Public Meetings and Outreach	\$150,000	5%
4D Engineering 603 South Lake Drive Lexington, SC 29072	Charlie Deep 803-356-0909	WBE DUNS: 078730532 CAGE: 6UC92	Site Design/Construction Management Services	\$450,000	15%
JR, Inc. 1122 Lady Street, Ste 1100 Columbia, SC 29201	Ron Geiger 704-338-6825	DUNS: 187294624 CAGE: 1EHX1	Public Outreach, Easement/ROW, LID/GSI Design and Evaluation, Public/Private Partnerships	\$120,000	4%
WE3 Consultants, LLC 651 Brushy Ford Road Saluda, SC 29138	Bill Spearman 803-727-0600	SBE	Public/Private Partnership, Public Meetings and Outreach	\$10,000	<0.1%

*Some costs of services and percentages of total contract may be determined on a per project basis and may change during project implementation

TOTAL: \$1,120,000 ~37%

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

Business Name: Woolpert, Inc.
 Representative Name / Title: K. Flint Holbrook, Senior Vice President
 Date: July 12, 2019



We Are Columbia

MEETING DATE: August 20, 2019

DEPARTMENT: Procurement and Contracts

FROM: Sandra Wright, Purchasing Agent

SUBJECT: Council is asked to approve Contract Amendment #8 for Project SS723620; Consent Decree Program Management Services for Fiscal Year 2019/2020, as requested by Columbia Water. Award to CDM Smith in the amount of \$4,700,000.00. This firm is located in Columbia, SC.

PURPOSE: This is a Clean Water 2020 Program Project.

The following sub-consultants will provide additional services:

DESA, Inc. a Minority Business Enterprise (Woman) will provide document control support, project support, and public outreach services at 5.8% (\$276,520.00) of the contract amendment value.

Carper Consulting of Columbia, SC will provide project management and construction inspection services at 3.4% (\$161,280.00) of the contract amendment value.

Comprehensive Business Consultants, a Minority Business Enterprise of Columbia, SC will provide project management and project management support services at 6.4% (\$302,000.00) of the contract amendment value.

Atlantic South Consulting Services, LLC, a Minority Business Enterprise of Charleston, SC will provide CMMS implementation support and IMS support at <1% (\$40,680.00) of the contract amendment value.

ELL Enterprises. LLC of Chapin, SC will provide Computerized Maintenance Management System (CMMS) implementation maintenance and asset management processes services at 4.5% (\$215,500.00) of the contract amendment value.

Blue Cypress Consulting of Decatur, GA will provide services to analyze existing data to evolve the inspection/cleaning

program to reduce Sanitary Sewer Overflows (SSO) at 1.7% (\$80,000.00) of the contract amendment value.

The LPA Group (Unit of Michael Baker Corporation) of Columbia, SC will provide standards development consultant management services at 2.1% (\$99,020.00) of the contract amendment value.

REQUISITION NO.: R199494

FUNDING SOURCE & ORIGINAL BUDGET: Funding Source: 5529999-SS723620-658650. The original budgeted amount for this amendment is \$4,700,000.00.

CLEAN WATER 2020?: Yes

FOCUS AREAS: Innovative & High Quality Municipal Services

The initial term of the Agreement was for one year, with an option to extend annually via Contract Amendment for up to ten (10) years. The extension period of year eight (8) services will be from July 1, 2019 to June 30, 2020. CDM Smith is to render Consent Decree (CD) Compliance Program and Infrastructure Improvement program management services (Clean Water 2020) in conjunction with the City's wastewater treatment and collection system.

Services to be performed will impact all City Council Districts. The Office of the City Attorney has reviewed the Amendment. The ACM for Columbia Water and the Director of Utility Operations recommend its approval.

ATTACHMENTS:

- **#a:** SS7236-CDM Smith (PDF)

Contract Amendment #8

Consent Decree Program Management Services
Project Number: CIP 557236

CDM Smith Inc.

July 26, 2019

Description of Change: Request change in Agreement for Engineering Services between the City of Columbia (City) and CDM Smith Inc. (Engineer) dated August 21, 2012 (Agreement) to provide Program Management Services for Consent Decree Compliance and Infrastructure Improvements.

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:	\$3,462,300.00
Amendment 1 (increase):	\$4,740,000.00
Amendment 2 (increase):	\$5,400,000.00
Amendment 3 (increase):	\$5,400,000.00
Amendment 4 (increase):	\$5,300,000.00
Amendment 5 (increase):	\$5,300,000.00
Amendment 6 (increase):	\$5,000,000.00
Amendment 7 (time extension):	\$0.00
Current Contract Total:	\$34,602,300.00
This Change Amendment 8 (Increase):	\$4,700,000.00
Revised Contract Price:	\$39,302,300.00

This Change is Acceptable:

CDM Smith Inc.:

Murray W. Dodd
Signature

Murray W. Dodd
(Please Print Name)

Date: July 31, 2019

City of Columbia:

By:

Joseph E. Jaco, P.E., Director of Utility Operations

Date

By:

Clint E. Shealy, P.E., Assistant City Manager for Columbia Water

Date

By:

Sandra A. Wright, CPPB, Director of Procurement and Contracts/Purchasing Agent

Date

Approve of Change:

Teresa Wilson, City Manager

Date

APPROVED AS TO FORM

Legal Department City of Columbia, SC

Exhibit A

SS 723620 – CONSENT DECREE PROGRAM MANAGEMENT SERVICES FY 19-20

AMENDMENT No. 8 - TO AGREEMENT SS 7236

BETWEEN OWNER AND ENGINEER

This Amendment No. 8 to the Agreement between CDM Smith Inc. (CDM Smith) ("ENGINEER") and City of Columbia, South Carolina ("OWNER") dated August 21st, 2012, ("the Agreement") is made as of the date last written below.

WHEREAS, ENGINEER and OWNER entered into the Agreement for the Consent Decree Compliance Program and Infrastructure Improvements Program (Program Management Services), and

WHEREAS, the parties desire to amend the Agreement so as to amend the scope of work, time periods of performance and payment, and payment for services rendered by ENGINEER; and

WHEREAS, the Agreement provides that any amendments shall be valid only when expressed in writing and signed by parties.

NOW THEREFORE, in consideration of the mutual understandings and agreements contained herein, the parties agree to amend the Agreement as follows:

- 1. The Basic Services of ENGINEER as described in the Agreement are amended and supplemented as follows:**

The Scope of Services agreed to in Year 1 of the contract, and as amended in Years 2 through 7, will be authorized and extended for Year 8 of the contract extension.

- 2. The time periods for the performance of ENGINEER's services as set forth in the Agreement are amended and supplemented as follows:**

This Amendment No. 8 for Year 8 services are intended to fund efforts from July 1, 2019 to June 30, 2020. However, in the event funding is sufficient to extend beyond this period, the Term of the Agreement shall be extended up to December 31, 2020.

- 3. The payment for services rendered by ENGINEER shall be as set forth below:**

The total compensation for Year 8 services shall not exceed Four Million, Seven Hundred Thousand and No/100 Dollars (\$4,700,000) (non-inclusive of previous fees) without written authorization. ENGINEER will submit monthly invoices for services rendered in accordance with original Contract for the work performed under this Amendment No.8 for Year 8 services based on the billing rates listed below and the terms contained in the original contract authorization.

- **Rates**
 - **Officer - \$230**
 - **Principal / Associate - \$210**
 - **Senior Professional - \$185**
 - **Professional III - \$165**
 - **Professional II - \$150**
 - **Professional I - \$125**
 - **Designer / Junior Professional - \$105**
 - **Senior Support Services - \$135**
 - **Senior Resident Project Representative - \$135**
 - **Resident Project Representative - \$95**
 - **GIS Specialist - \$100**

- Project Administration - \$90
- Intern - \$50

4. Except as herein modified, all terms and conditions of the Agreement shall remain in force and effect.

- A Subconsultant Information Form for Year 8 is attached as Exhibit A to this amendment.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment No. 8 as of the date of the last signature hereto.

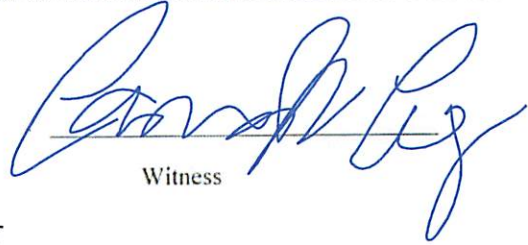
Murray W. Dodd

Digitally signed by Murray W. Dodd
DN: C=US, E=doddmw@cdmsmith.com,
O=CDM Smith Inc., CN=Murray W. Dodd
Date: 2019.08.02 12:37:30-04'00'

ENGINEER, CDM Smith Inc.

Name & Title Murray W. Dodd, Client Service Leader

DATE: August 2, 2019



Witness

OWNER, City of Columbia, South Carolina

Name & Title

DATE: _____

Witness

APPROVED AS TO FORM

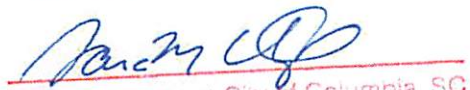

Legal Department City of Columbia, SC

EXHIBIT B
PAGE 1 OF 2

SUBCONSULTANT FIRM INFORMATION RECORDS – Exhibit B

City of Columbia

CIP # SS723620 – Year 8 (Amendment No.8)

Consent Decree Compliance and Infrastructure Improvements Program – Program Management

The Engineer shall list all firms, including minority and female owned firms, providing sub consulting services under this Agreement. The list shall be submitted in the format provided below. Any proposed changes must be submitted in writing to the City, including the reason(s) for the proposed changes, prior to initiation of any action by the Engineer. Any invoices submitted for payment under this Agreement must include the dollar amount to be paid to each firm listed below for the invoice period.

Firm Name and Address	Contact Name and Telephone Number	Group (MBE, FBE SBE, Non M/F/SBE)	Services to be Provided	Dollar Value of Services
Civil Engineering Consulting Services, Inc. 2000 Park Street, Suite 201 Columbia, SC 29201	Theresa Hodge, P.E. (803) 779-0311 (ext. 224)	FBE (Protégé Participant)	Project Management, Construction Inspection	\$0.00*
DESA Inc. 400 Percival Road Columbia, SC 29206	Diana Sumpter (803) 743-1124	MBE, FBE, SBE (Protégé Participant)	Document Controls Support, Project Support, Public Outreach	\$276,520*
Carper Consulting 1201 Main St, Suite 1845 Columbia, SC 29201	Lauren Carper, P.E. 843-566-23117	FBE (Protégé Participant)	Project Management, Construction Inspection	\$161,280*
Comprehensive Business Consultants 1728 Main Street Columbia, SC 29201	Gloria Cyprian-Tanner (803) 733-1607	MBE, FBE, SBE (Protégé Participant)	Project Management, Project Management Support	\$302,000*
Atlantic South Consulting Services, LLC 3030 Ashley Town Center Dr. Suite 101-A Charleston, SC 29414	Adrian Williams (843) 266-3998	MBE (Protégé Participant)	CMMS Implementation Support, IMS Support	\$40,680*
E.L.L. Enterprises 607 Village Market Drive Chapin, SC 29036	Elisa Limbaugh (803) 622-8117	FBE	CMMS Implementation, Maintenance and asset management processes	\$215,500*
Brass Group, LLC 200 Union Blvd, Suite 200 Lakewood, CO 80228	Steve Connor (303) 945-2700	FBE	SharePoint/Document Controls Support	\$0.00*
Blue Cypress Consulting 315 W. Ponce de Leon Ave Suite 905 Decatur, GA 30030	Caroline Evens (404) 322-5100	WBE	Analyze existing data to evolve the inspection/cleaning program to reduce SSO	\$80,000

EXHIBIT B
PAGE 1 OF 2

F & ME Consultants 3112 Devins Street Columbia, SC 29250	Shawn Epps (803) 254-4540	Non M/F/SBE	Geotechnical Investigations, Construction Phase Material Testing, Construction Inspection	\$0.00*
The LPA Group, (Unit of Michael Baker Corporation) 700 Huger Street Columbia, SC 29021	Mike Leath (803) 254-2211	Non M/F/SBE	Standards Development Consultant Management	\$99,020*
PAN Inc. 1607 Augusta Road West Columbia, SC 29169	David Link (803) 708-4721	Non M/F/SBE	Real Estate and Easement Acquisition	\$0*

* The needs for the Program Management Scope of Services will vary significantly over the duration of the contract (up to 10 years), and during the course of any specific year based on the City's actual needs and support requests. It is not possible to accurately predict the specific needs of the City and therefore the effort required from each subconsultant. We have included our anticipated amounts that are projections, but the final amounts will likely change from the projected. This form will be submitted with each invoice detailing the amount paid to each sub consultant, as well as update any other subconsultants that may be added to the Program Management team in future years.



We Are Columbia

MEETING DATE: August 20, 2019

DEPARTMENT: Procurement and Contracts

FROM: Sandra Wright, Purchasing Agent

SUBJECT: Council is asked to approve a renewal of Coban Data Video Mobile Service (DVMS) Solution Maintenance, as requested by the Police Department. Award to COBAN Technologies, using the SC State Contract 4400015789 in the amount of \$116,128.35. This vendor is located in Houston, TX.

REQUISITION NO.: R199365

FUNDING SOURCE & ORIGINAL BUDGET: Funding Source: Police Administrative Services - Maintenance & Service Contract: 1012402-638200. The original budgeted amount is \$125,418.62.

CLEAN WATER 2020?: No

FOCUS AREAS: Economic Prosperity - Endless Possibilities

Sec. 2-204.-Item (9) - Competitive sealed bidding required; exceptions. All city contracts shall be awarded by competitive sealed bidding except the following as determined pursuant to definitions and standards set by regulations, or except as otherwise provided in this article: When purchasing through state contracts.

ATTACHMENTS:

- **#a:** State Contract Pricing (PDF)
- **#b:** Coban quote 2019 (PDF)



COBAN Technologies, Inc.
11375 W. Sam Houston Pkwy S., Suite 800
Houston, TX 77031-2348
TEL: 281-925-0488, FAX: 281-925-0535

SALES QUOTE

Quote No.: 394863
Date: 7/11/2019
Page: 2 of 7

Bill to: Columbia Police Department (Columbia, SC)
PO Box 1059
#1 Justice Center Columbia
Columbia, SC 29202

Ship to: Attn: Eric C. Goodwill
Columbia Police Department (Columbia, SC)
1136 Washington St
Columbia, SC 29201

Account No.:	4022	Your P/O No.:	2020 MAINTENANCE	Terms:	Net 30
Sales Rep :	PMO	Shipping Via:		Due Date:	8/10/19
Line	Item Number	Description	Quantity	Unit Price	Extended
		3 EDGE IN CAR SYSTEM for: PO # P147367 Invoice # 9225 (Date: 12/05/14) 7/01/2019 to 12/04/2019 (\$575/365 * 157 = \$247.33) ** Partial Year to Coomplete 5th Year** ** Final Year **			
9	WMAIN-110	COBAN DVMS SOLUTION RENEWAL 3 DVMS SOLUTION LICENSE for: PO # P147367 Invoice # 9225 (Date: 12/05/14) 7/01/2019 to 6/30/2020 (\$150/365 * 366 = \$150.41)	3	150.41 /UT	451.23
10	WARR-E5	EDGE 5TH YR EXTENDED WARRANTY 33 EDGE IN CAR SYSTEM for: PO # P147838 Invoice # 9357 (Date: 1/09/15) 7/01/2019 to 1/08/2020 (\$575/365 * 192 = \$302.47) ** Partial Year to Coomplete 5th Year** ** Final Year **	33	302.47 /UT	9,981.51
11	WMAIN-110	COBAN DVMS SOLUTION RENEWAL 33 DVMS SOLUTION LICENSE for: PO # P147838 Invoice # 9357 (Date: 1/09/15) 7/01/2019 to 6/30/2020 (\$150/365 * 366 = \$150.41)	33	150.41 /UT	4,963.53
12	WARR-E5	EDGE 5TH YR EXTENDED WARRANTY 2 EDGE IN CAR SYSTEM for: PO # P148253 Invoice # 9506 (Date: 2/06/15) 7/01/2019 to 2/05/2020 (\$575/365 * 220 = \$346.58) ** Partial Year to Coomplete 5th Year** ** Final Year **	2	346.58 /UT	693.16
13	WMAIN-110	COBAN DVMS SOLUTION RENEWAL 2 DVMS SOLUTION LICENSE for: PO # P148253 Invoice # 9506 (Date: 2/06/15) 7/01/2019 to 6/30/2020 (\$150/365 * 366 = \$150.41)	2	150.41 /UT	300.82
14	WARR-E5	EDGE 5TH YR EXTENDED WARRANTY	2	346.58 /UT	693.16

7/12/2019 2:06 PM



COBAN Technologies, Inc.
11375 W. Sam Houston Pkwy S., Suite 800
Houston, TX 77031-2348
TEL: 281-925-0488, FAX: 281-925-0535

SALES QUOTE

Quote No.: 394863
Date: 7/11/2019
Page: 3 of 7

Bill to: Columbia Police Department (Columbia, SC)
PO Box 1059
#1 Justice Center Columbia
Columbia, SC 29202

Ship to: Attn: Eric C. Goodwill
Columbia Police Department (Columbia, SC)
1136 Washington St
Columbia, SC 29201

Account No.: 4022	Your P/O No.: 2020 MAINTENANCE	Terms: Net 30			
Sales Rep : PMO	Shipping Via:	Due Date: 8/10/19			
Line	Item Number	Description	Quantity	Unit Price	Extended

2 EDGE IN CAR SYSTEM for: PO # P148236
Invoice # 9513 (Date: 2/06/15)
7/01/2019 to 2/05/2020 (\$575/365 * 220 = \$346.58)
** Partial Year to Coomplete 5th Year**
** Final Year **

15	WMAIN-110	COBAN DVMS SOLUTION RENEWAL 2 DVMS SOLUTION LICENSE for: PO # P148236 Invoice # 9513 (Date: 2/06/15) 7/01/2019 to 6/30/2020 (\$150/365 * 366 = \$150.41)	2	150.41 /UT	300.82
16	WARR-E4	EDGE 4TH YR EXTENDED WARRANTY 1 EDGE IN CAR SYSTEM for: PO # P156796 Invoice # 11669 (Date: 3/09/16) 7/01/2019 to 3/08/2020 (\$415/365 * 252 = \$286.52) ** To Complete remaining 4th Year **	1	286.52 /UT	286.52
17	WARR-E5	EDGE 5TH YR EXTENDED WARRANTY 1 EDGE IN CAR SYSTEM for: PO # P156796 Invoice # 11669 (Date: 3/09/16) 3/09/2020 to 3/08/2021 (\$575/365 * 365 = \$575) ** One Full Year, No More Partial Charge **	1	575.00 /UT	575.00
18	WMAIN-110	COBAN DVMS SOLUTION RENEWAL 1 DVMS SOLUTION LICENSE for: PO # P156796 Invoice # 11669 (Date: 3/09/16) 7/01/2019 to 6/30/2020 (\$150/365 * 366 = \$150.41)	1	150.41 /UT	150.41
19	WMAIN-121	COBAN DVMS IP INTERVIEW RM SOLUTION MAINTENANCE 1 IP INTERVIEW RM SOLUTION LICENSE for: PO # P154140 Invoice # 11692 (Date: 3/14/16) 3/14/2020 to 3/13/2021 (\$2295/365 * 365 = \$2295)	1	2,295.00 /UT	2,295.00
20	WMAIN-111	COBAN DVMS ENTERPRISE SOLUTION RENEWAL 1 DVMS ENTERPRISE SOLUTION LICENSE for: PO # P154140 Invoice # 11692 (Date: 3/14/16) 3/14/2020 to 3/13/2021 (\$1195/365 * 365 = \$1195)	1	1,195.00 /UT	1,195.00

7/12/2019 2:06 PM



COBAN Technologies, Inc.
11375 W. Sam Houston Pkwy S., Suite 800
Houston, TX 77031-2348
TEL: 281-925-0488, FAX: 281-925-0535

SALES QUOTE

Quote No.: 394863
Date: 7/11/2019
Page: 4 of 7

Bill to: Columbia Police Department (Columbia, SC)
PO Box 1059
#1 Justice Center Columbia
Columbia, SC 29202

Ship to: Attn: Eric C. Goodwill
Columbia Police Department (Columbia, SC)
1136 Washington St
Columbia, SC 29201

Account No.: 4022		Your P/O No.: 2020 MAINTENANCE	Terms: Net 30		
Sales Rep : PMO		Shipping Via:	Due Date: 8/10/19		
Line	Item Number	Description	Quantity	Unit Price	Extended
21	WMAIN-116	COBAN DVMS INTERVIEW RM CAMERA MAINTENANCE 4 DVMS INTERVIEW RM CAMERA LICENSE for: PO # P154140 Invoice # 11692 (Date: 3/14/16) 3/14/2020 to 3/13/2021 (\$260/365 * 365 = \$260)	4	260.00 /UT	1,040.00
22	WMAIN-121	COBAN DVMS IP INTERVIEW RM SOLUTION MAINTENANCE 1 IP INTERVIEW RM SOLUTION LICENSE for: PO # P156194 Invoice # 11892 (Date: 4/28/16) 7/01/2019 to 6/30/2020 (\$2295/365 * 366 = \$2301.29)	1	2,301.29 /UT	2,301.29
23	WMAIN-111	COBAN DVMS ENTERPRISE SOLUTION RENEWAL 1 DVMS ENTERPRISE SOLUTION LICENSE for: PO # P156194 Invoice # 11892 (Date: 4/28/16) 7/01/2019 to 6/30/2020 (\$1195/365 * 366 = \$1198.27)	1	1,198.27 /UT	1,198.27
24	WMAIN-116	COBAN DVMS INTERVIEW RM CAMERA MAINTENANCE 2 DVMS INTERVIEW RM CAMERA LICENSE for: PO # P156194 Invoice # 11892 (Date: 4/28/16) 7/01/2019 to 6/30/2020 (\$260/365 * 366 = \$260.71)	2	260.71 /UT	521.42
25	WMAIN-116	COBAN DVMS INTERVIEW RM CAMERA MAINTENANCE 2 DVMS INTERVIEW RM CAMERA LICENSE for: PO # P158668 Invoice # 12132 (Date: 6/27/16) 7/01/2019 to 6/30/2020 (\$260/365 * 366 = \$260.71)	2	260.71 /UT	521.42
26	WARR-E4	EDGE 4TH YR EXTENDED WARRANTY 14 EDGE IN CAR SYSTEM for: PO # P158812 Invoice # 12244 (Date: 7/15/16) 7/15/2019 to 7/14/2020 (\$415/365 * 366 = \$416.14) ** One Full Year, No More Partial Charge **	14	416.14 /UT	5,825.96
27	WMAIN-110	COBAN DVMS SOLUTION RENEWAL	14	150.41 /UT	2,105.74

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COBAN Technologies, Inc.
11375 W. Sam Houston Pkwy S., Suite 800
Houston, TX 77031-2348
TEL: 281-925-0488, FAX: 281-925-0535

SALES QUOTE

Quote No.: 394863
Date: 7/11/2019
Page: 5 of 7

Bill to: Columbia Police Department (Columbia, SC)
PO Box 1059
#1 Justice Center Columbia
Columbia, SC 29202

Ship to: Attn: Eric C. Goodwill
Columbia Police Department (Columbia, SC)
1136 Washington St
Columbia, SC 29201

Account No.: 4022		Your P/O No.: 2020 MAINTENANCE		Terms: Net 30	
Sales Rep : PMO		Shipping Via:		Due Date: 8/10/19	
Line	Item Number	Description	Quantity	Unit Price	Extended
		14 DVMS SOLUTION LICENSE for: PO # P158812 Invoice # 12244 (Date: 7/15/16) 7/01/2019 to 6/30/2020 (\$150/365 * 366 = \$150.41)			
28	WARR-E4	EDGE 4TH YR EXTENDED WARRANTY 4 EDGE IN CAR SYSTEM for: PO # P159838 Invoice # 12436 (Date: 8/19/16) 8/19/2019 to 8/18/2020 (\$415/365 * 366 = \$416.14) ** One Full Year, No More Partial Charge **	4	416.14 /UT	1,664.56
29	WMAIN-110	COBAN DVMS SOLUTION RENEWAL 4 DVMS SOLUTION LICENSE for: PO # P159838 Invoice # 12436 (Date: 8/19/16) 7/01/2019 to 6/30/2020 (\$150/365 * 366 = \$150.41)	4	150.41 /UT	601.64
30	WMAIN-201	COBAN DVMS BWC SOLUTION RENEWAL 30 DVMS BWC SOLUTION LICENSE for: PO # P162740 Invoice # 13231 (Date: 1/20/17) 7/01/2019 to 6/30/2020 (\$90/365 * 366 = \$90.25)	30	90.25 /UT	2,707.50
31	WARR-E4	EDGE 4TH YR EXTENDED WARRANTY 47 EDGE HiDef SYSTEM - SD CAM - A for: PO # P161855 Invoice # 13238 (Date: 1/20/17) 1/21/2020 to 1/20/2021 (\$415/365 * 366 = \$416.14) ** One Full Year, No More Partial Charge **	47	416.14 /UT	19,558.58
32	WMAIN-110	COBAN DVMS SOLUTION RENEWAL 47 DVMS SOLUTION LICENSE for: PO # P161855 Invoice # 13238 (Date: 1/20/17) 7/01/2019 to 6/30/2020 (\$150/365 * 366 = \$150.41)	47	150.41 /UT	7,069.27
33	WMAIN-110	COBAN DVMS SOLUTION RENEWAL 1 DVMS SOLUTION LICENSE for: PO # P166454 Invoice # 14531 (Date: 8/31/17) 7/01/2019 to 6/30/2020 (\$150/365 * 366 = \$150.41)	1	150.41 /UT	150.41
34	WMAIN-110	COBAN DVMS SOLUTION RENEWAL	26	150.41 /UT	3,910.66

7/12/2019 2:06 PM



COBAN Technologies, Inc.
11375 W. Sam Houston Pkwy S., Suite 800
Houston, TX 77031-2348
TEL: 281-925-0488, FAX: 281-925-0535

SALES QUOTE

Quote No.: 394863
Date: 7/11/2019
Page: 6 of 7

Bill to: Columbia Police Department (Columbia, SC)
PO Box 1059
#1 Justice Center Columbia
Columbia, SC 29202

Ship to: Attn: Eric C. Goodwill
Columbia Police Department (Columbia, SC)
1136 Washington St
Columbia, SC 29201

Account No.: 4022	Your P/O No.: 2020 MAINTENANCE	Terms: Net 30			
Sales Rep : PMO	Shipping Via:	Due Date: 8/10/19			
Line	Item Number	Description	Quantity	Unit Price	Extended

26 DVMS SOLUTION LICENSE for: PO # P168334
Invoice # 15422 (Date: 3/02/18)
7/01/2019 to 6/30/2020 (\$150/365 * 366 = \$150.41)

35	WMAIN-110	COBAN DVMS SOLUTION RENEWAL 2 DVMS SOLUTION LICENSE for: PO # P169850 Invoice # 15565 (Date: 3/23/18) 7/01/2019 to 6/30/2020 (\$150/365 * 366 = \$150.41)	2	150.41 /UT	300.82
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36	WMAIN-110	COBAN DVMS SOLUTION RENEWAL 1 DVMS SOLUTION LICENSE for: PO # P170176 Invoice # 15758 (Date: 5/03/18) 7/01/2019 to 6/30/2020 (\$150/365 * 366 = \$150.41)	1	150.41 /UT	150.41
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37	WMAIN-110	COBAN DVMS SOLUTION RENEWAL 2 DVMS SOLUTION LICENSE for: PO # P168952 Invoice # 15848 (Date: 6/04/18) 7/01/2019 to 6/30/2020 (\$150/365 * 366 = \$150.41)	2	150.41 /UT	300.82
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38	WMAIN-201	COBAN DVMS BWC SOLUTION RENEWAL 299 DVMS BWC SOLUTION LICENSE for: PO # ECHO SWAP TO FOCUS Invoice # 18559 (Date: 10/26/18) 10/27/2019 to 10/26/2020 (\$90/365 * 366 = \$90.25)	299	90.25 /UT	26,984.75
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39	WMAIN-110	COBAN DVMS SOLUTION RENEWAL 18 DVMS SOLUTION LICENSE for: PO # P177671 Invoice # 22213 (Date: 5/24/19) 5/24/2020 to 5/23/2021 (\$150/365 * 365 = \$150)	18	150.00 /UT	2,700.00
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40	WMAIN-110	COBAN DVMS SOLUTION RENEWAL 3 DVMS SOLUTION LICENSE for: PO # P177498 Invoice # 22373 (Date: 6/07/19) 6/07/2020 to 6/06/2021 (\$150/365 * 365 = \$150)	3	150.00 /UT	450.00
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7/12/2019 2:06 PM



COBAN Technologies, Inc.
 11375 W. Sam Houston Pkwy S., Suite 800
 Houston, TX 77031-2348
 TEL: 281-925-0488, FAX: 281-925-0535

SALES QUOTE

Quote No.: 394863
 Date: 7/11/2019
 Page: 7 of 7

Bill to: Columbia Police Department (Columbia, SC)
 PO Box 1059
 #1 Justice Center Columbia
 Columbia, SC 29202

Ship to: Attn: Eric C. Goodwill
 Columbia Police Department (Columbia, SC)
 1136 Washington St
 Columbia, SC 29201

Account No.: 4022	Your P/O No.: 2020 MAINTENANCE	Terms: Net 30			
Sales Rep : PMO	Shipping Via:	Due Date: 8/10/19			
Line	Item Number	Description	Quantity	Unit Price	Extended

Sub Total: 116,128.35

Sales Tax:(8.00%)

Total Amount: 116,128.35

Balance:	116,128.35
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7/12/2019 2:06 PM



COBAN Technologies, Inc.
11375 W. Sam Houston Pkwy S., Suite 800
Houston, TX 77031-2348
TEL: 281-925-0488, FAX: 281-925-0535

SALES QUOTE

Quote No.: 394863
Date: 7/11/2019
Page: 2 of 7

Bill to: Columbia Police Department (Columbia, SC)
PO Box 1059
#1 Justice Center Columbia
Columbia, SC 29202

Ship to: Attn: Eric C. Goodwill
Columbia Police Department (Columbia, SC)
1136 Washington St
Columbia, SC 29201

Account No.:	4022	Your P/O No.:	2020 MAINTENANCE	Terms:	Net 30
Sales Rep :	PMO	Shipping Via:		Due Date:	8/10/19
Line	Item Number	Description	Quantity	Unit Price	Extended
		3 EDGE IN CAR SYSTEM for: PO # P147367 Invoice # 9225 (Date: 12/05/14) 7/01/2019 to 12/04/2019 (\$575/365 * 157 = \$247.33) ** Partial Year to Coomplete 5th Year** ** Final Year **			
9	WMAIN-110	COBAN DVMS SOLUTION RENEWAL 3 DVMS SOLUTION LICENSE for: PO # P147367 Invoice # 9225 (Date: 12/05/14) 7/01/2019 to 6/30/2020 (\$150/365 * 366 = \$150.41)	3	150.41 /UT	451.23
10	WARR-E5	EDGE 5TH YR EXTENDED WARRANTY 33 EDGE IN CAR SYSTEM for: PO # P147838 Invoice # 9357 (Date: 1/09/15) 7/01/2019 to 1/08/2020 (\$575/365 * 192 = \$302.47) ** Partial Year to Coomplete 5th Year** ** Final Year **	33	302.47 /UT	9,981.51
11	WMAIN-110	COBAN DVMS SOLUTION RENEWAL 33 DVMS SOLUTION LICENSE for: PO # P147838 Invoice # 9357 (Date: 1/09/15) 7/01/2019 to 6/30/2020 (\$150/365 * 366 = \$150.41)	33	150.41 /UT	4,963.53
12	WARR-E5	EDGE 5TH YR EXTENDED WARRANTY 2 EDGE IN CAR SYSTEM for: PO # P148253 Invoice # 9506 (Date: 2/06/15) 7/01/2019 to 2/05/2020 (\$575/365 * 220 = \$346.58) ** Partial Year to Coomplete 5th Year** ** Final Year **	2	346.58 /UT	693.16
13	WMAIN-110	COBAN DVMS SOLUTION RENEWAL 2 DVMS SOLUTION LICENSE for: PO # P148253 Invoice # 9506 (Date: 2/06/15) 7/01/2019 to 6/30/2020 (\$150/365 * 366 = \$150.41)	2	150.41 /UT	300.82
14	WARR-E5	EDGE 5TH YR EXTENDED WARRANTY	2	346.58 /UT	693.16

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COBAN Technologies, Inc.
11375 W. Sam Houston Pkwy S., Suite 800
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SALES QUOTE

Quote No.: 394863
Date: 7/11/2019
Page: 3 of 7

Bill to: Columbia Police Department (Columbia, SC)
PO Box 1059
#1 Justice Center Columbia
Columbia, SC 29202

Ship to: Attn: Eric C. Goodwill
Columbia Police Department (Columbia, SC)
1136 Washington St
Columbia, SC 29201

Account No.: 4022	Your P/O No.: 2020 MAINTENANCE	Terms: Net 30			
Sales Rep : PMO	Shipping Via:	Due Date: 8/10/19			
Line	Item Number	Description	Quantity	Unit Price	Extended

2 EDGE IN CAR SYSTEM for: PO # P148236
Invoice # 9513 (Date: 2/06/15)
7/01/2019 to 2/05/2020 (\$575/365 * 220 = \$346.58)
** Partial Year to Coomplete 5th Year**
** Final Year **

15	WMAIN-110	COBAN DVMS SOLUTION RENEWAL 2 DVMS SOLUTION LICENSE for: PO # P148236 Invoice # 9513 (Date: 2/06/15) 7/01/2019 to 6/30/2020 (\$150/365 * 366 = \$150.41)	2	150.41 /UT	300.82
16	WARR-E4	EDGE 4TH YR EXTENDED WARRANTY 1 EDGE IN CAR SYSTEM for: PO # P156796 Invoice # 11669 (Date: 3/09/16) 7/01/2019 to 3/08/2020 (\$415/365 * 252 = \$286.52) ** To Complete remaining 4th Year **	1	286.52 /UT	286.52
17	WARR-E5	EDGE 5TH YR EXTENDED WARRANTY 1 EDGE IN CAR SYSTEM for: PO # P156796 Invoice # 11669 (Date: 3/09/16) 3/09/2020 to 3/08/2021 (\$575/365 * 365 = \$575) ** One Full Year, No More Partial Charge **	1	575.00 /UT	575.00
18	WMAIN-110	COBAN DVMS SOLUTION RENEWAL 1 DVMS SOLUTION LICENSE for: PO # P156796 Invoice # 11669 (Date: 3/09/16) 7/01/2019 to 6/30/2020 (\$150/365 * 366 = \$150.41)	1	150.41 /UT	150.41
19	WMAIN-121	COBAN DVMS IP INTERVIEW RM SOLUTION MAINTENANCE 1 IP INTERVIEW RM SOLUTION LICENSE for: PO # P154140 Invoice # 11692 (Date: 3/14/16) 3/14/2020 to 3/13/2021 (\$2295/365 * 365 = \$2295)	1	2,295.00 /UT	2,295.00
20	WMAIN-111	COBAN DVMS ENTERPRISE SOLUTION RENEWAL 1 DVMS ENTERPRISE SOLUTION LICENSE for: PO # P154140 Invoice # 11692 (Date: 3/14/16) 3/14/2020 to 3/13/2021 (\$1195/365 * 365 = \$1195)	1	1,195.00 /UT	1,195.00

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SALES QUOTE

Quote No.: 394863
Date: 7/11/2019
Page: 4 of 7

Bill to: Columbia Police Department (Columbia, SC)
PO Box 1059
#1 Justice Center Columbia
Columbia, SC 29202

Ship to: Attn: Eric C. Goodwill
Columbia Police Department (Columbia, SC)
1136 Washington St
Columbia, SC 29201

Account No.: 4022		Your P/O No.: 2020 MAINTENANCE	Terms: Net 30		
Sales Rep : PMO		Shipping Via:	Due Date: 8/10/19		
Line	Item Number	Description	Quantity	Unit Price	Extended
21	WMAIN-116	COBAN DVMS INTERVIEW RM CAMERA MAINTENANCE 4 DVMS INTERVIEW RM CAMERA LICENSE for: PO # P154140 Invoice # 11692 (Date: 3/14/16) 3/14/2020 to 3/13/2021 (\$260/365 * 365 = \$260)	4	260.00 /UT	1,040.00
22	WMAIN-121	COBAN DVMS IP INTERVIEW RM SOLUTION MAINTENANCE 1 IP INTERVIEW RM SOLUTION LICENSE for: PO # P156194 Invoice # 11892 (Date: 4/28/16) 7/01/2019 to 6/30/2020 (\$2295/365 * 366 = \$2301.29)	1	2,301.29 /UT	2,301.29
23	WMAIN-111	COBAN DVMS ENTERPRISE SOLUTION RENEWAL 1 DVMS ENTERPRISE SOLUTION LICENSE for: PO # P156194 Invoice # 11892 (Date: 4/28/16) 7/01/2019 to 6/30/2020 (\$1195/365 * 366 = \$1198.27)	1	1,198.27 /UT	1,198.27
24	WMAIN-116	COBAN DVMS INTERVIEW RM CAMERA MAINTENANCE 2 DVMS INTERVIEW RM CAMERA LICENSE for: PO # P156194 Invoice # 11892 (Date: 4/28/16) 7/01/2019 to 6/30/2020 (\$260/365 * 366 = \$260.71)	2	260.71 /UT	521.42
25	WMAIN-116	COBAN DVMS INTERVIEW RM CAMERA MAINTENANCE 2 DVMS INTERVIEW RM CAMERA LICENSE for: PO # P158668 Invoice # 12132 (Date: 6/27/16) 7/01/2019 to 6/30/2020 (\$260/365 * 366 = \$260.71)	2	260.71 /UT	521.42
26	WARR-E4	EDGE 4TH YR EXTENDED WARRANTY 14 EDGE IN CAR SYSTEM for: PO # P158812 Invoice # 12244 (Date: 7/15/16) 7/15/2019 to 7/14/2020 (\$415/365 * 366 = \$416.14) ** One Full Year, No More Partial Charge **	14	416.14 /UT	5,825.96
27	WMAIN-110	COBAN DVMS SOLUTION RENEWAL	14	150.41 /UT	2,105.74

7/12/2019 2:06 PM



COBAN Technologies, Inc.
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SALES QUOTE

Quote No.: 394863
Date: 7/11/2019
Page: 5 of 7

Bill to: Columbia Police Department (Columbia, SC)
PO Box 1059
#1 Justice Center Columbia
Columbia, SC 29202

Ship to: Attn: Eric C. Goodwill
Columbia Police Department (Columbia, SC)
1136 Washington St
Columbia, SC 29201

Account No.: 4022	Your P/O No.: 2020 MAINTENANCE	Terms: Net 30
Sales Rep : PMO	Shipping Via:	Due Date: 8/10/19

Line	Item Number	Description	Quantity	Unit Price	Extended
		14 DVMS SOLUTION LICENSE for: PO # P158812 Invoice # 12244 (Date: 7/15/16) 7/01/2019 to 6/30/2020 (\$150/365 * 366 = \$150.41)			
28	WARR-E4	EDGE 4TH YR EXTENDED WARRANTY 4 EDGE IN CAR SYSTEM for: PO # P159838 Invoice # 12436 (Date: 8/19/16) 8/19/2019 to 8/18/2020 (\$415/365 * 366 = \$416.14) ** One Full Year, No More Partial Charge **	4	416.14 /UT	1,664.56
29	WMAIN-110	COBAN DVMS SOLUTION RENEWAL 4 DVMS SOLUTION LICENSE for: PO # P159838 Invoice # 12436 (Date: 8/19/16) 7/01/2019 to 6/30/2020 (\$150/365 * 366 = \$150.41)	4	150.41 /UT	601.64
30	WMAIN-201	COBAN DVMS BWC SOLUTION RENEWAL 30 DVMS BWC SOLUTION LICENSE for: PO # P162740 Invoice # 13231 (Date: 1/20/17) 7/01/2019 to 6/30/2020 (\$90/365 * 366 = \$90.25)	30	90.25 /UT	2,707.50
31	WARR-E4	EDGE 4TH YR EXTENDED WARRANTY 47 EDGE HiDef SYSTEM - SD CAM - A for: PO # P161855 Invoice # 13238 (Date: 1/20/17) 1/21/2020 to 1/20/2021 (\$415/365 * 366 = \$416.14) ** One Full Year, No More Partial Charge **	47	416.14 /UT	19,558.58
32	WMAIN-110	COBAN DVMS SOLUTION RENEWAL 47 DVMS SOLUTION LICENSE for: PO # P161855 Invoice # 13238 (Date: 1/20/17) 7/01/2019 to 6/30/2020 (\$150/365 * 366 = \$150.41)	47	150.41 /UT	7,069.27
33	WMAIN-110	COBAN DVMS SOLUTION RENEWAL 1 DVMS SOLUTION LICENSE for: PO # P166454 Invoice # 14531 (Date: 8/31/17) 7/01/2019 to 6/30/2020 (\$150/365 * 366 = \$150.41)	1	150.41 /UT	150.41
34	WMAIN-110	COBAN DVMS SOLUTION RENEWAL	26	150.41 /UT	3,910.66

7/12/2019 2:06 PM



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SALES QUOTE

Quote No.: 394863
Date: 7/11/2019
Page: 6 of 7

Bill to: Columbia Police Department (Columbia, SC)
PO Box 1059
#1 Justice Center Columbia
Columbia, SC 29202

Ship to: Attn: Eric C. Goodwill
Columbia Police Department (Columbia, SC)
1136 Washington St
Columbia, SC 29201

Account No.: 4022	Your P/O No.: 2020 MAINTENANCE	Terms: Net 30			
Sales Rep : PMO	Shipping Via:	Due Date: 8/10/19			
Line	Item Number	Description	Quantity	Unit Price	Extended

26 DVMS SOLUTION LICENSE for: PO # P168334
Invoice # 15422 (Date: 3/02/18)
7/01/2019 to 6/30/2020 (\$150/365 * 366 = \$150.41)

35	WMAIN-110	COBAN DVMS SOLUTION RENEWAL 2 DVMS SOLUTION LICENSE for: PO # P169850 Invoice # 15565 (Date: 3/23/18) 7/01/2019 to 6/30/2020 (\$150/365 * 366 = \$150.41)	2	150.41 /UT	300.82
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36	WMAIN-110	COBAN DVMS SOLUTION RENEWAL 1 DVMS SOLUTION LICENSE for: PO # P170176 Invoice # 15758 (Date: 5/03/18) 7/01/2019 to 6/30/2020 (\$150/365 * 366 = \$150.41)	1	150.41 /UT	150.41
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37	WMAIN-110	COBAN DVMS SOLUTION RENEWAL 2 DVMS SOLUTION LICENSE for: PO # P168952 Invoice # 15848 (Date: 6/04/18) 7/01/2019 to 6/30/2020 (\$150/365 * 366 = \$150.41)	2	150.41 /UT	300.82
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38	WMAIN-201	COBAN DVMS BWC SOLUTION RENEWAL 299 DVMS BWC SOLUTION LICENSE for: PO # ECHO SWAP TO FOCUS Invoice # 18559 (Date: 10/26/18) 10/27/2019 to 10/26/2020 (\$90/365 * 366 = \$90.25)	299	90.25 /UT	26,984.75
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39	WMAIN-110	COBAN DVMS SOLUTION RENEWAL 18 DVMS SOLUTION LICENSE for: PO # P177671 Invoice # 22213 (Date: 5/24/19) 5/24/2020 to 5/23/2021 (\$150/365 * 365 = \$150)	18	150.00 /UT	2,700.00
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40	WMAIN-110	COBAN DVMS SOLUTION RENEWAL 3 DVMS SOLUTION LICENSE for: PO # P177498 Invoice # 22373 (Date: 6/07/19) 6/07/2020 to 6/06/2021 (\$150/365 * 365 = \$150)	3	150.00 /UT	450.00
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7/12/2019 2:06 PM



COBAN Technologies, Inc.
 11375 W. Sam Houston Pkwy S., Suite 800
 Houston, TX 77031-2348
 TEL: 281-925-0488, FAX: 281-925-0535

SALES QUOTE

Quote No.: 394863
 Date: 7/11/2019
 Page: 7 of 7

Bill to: Columbia Police Department (Columbia, SC)
 PO Box 1059
 #1 Justice Center Columbia
 Columbia, SC 29202

Ship to: Attn: Eric C. Goodwill
 Columbia Police Department (Columbia, SC)
 1136 Washington St
 Columbia, SC 29201

Account No.: 4022	Your P/O No.: 2020 MAINTENANCE	Terms: Net 30			
Sales Rep : PMO	Shipping Via:	Due Date: 8/10/19			
Line	Item Number	Description	Quantity	Unit Price	Extended

Sub Total: 116,128.35

Sales Tax:(8.00%)

Total Amount: 116,128.35

Balance:	116,128.35
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7/12/2019 2:06 PM



We Are Columbia

MEETING DATE: August 20, 2019

DEPARTMENT: Procurement and Contracts

FROM: Sandra Wright, Purchasing Agent

SUBJECT: Council is asked to approve the purchase of Record Management System (RMS) Workstation Software Annual Maintenance for Fiscal Year 2019/2020, as requested by the Police Department. Award to Tritech Software Systems a CentralSquare Company, in the amount of \$196,202.87. This vendor is located in Lake Mary, FL.

REQUISITION NO.: R199234

FUNDING SOURCE & ORIGINAL BUDGET: Funding Source: Police Administrative Services - Maintenance & Service Contract 1012402-638200. The original budgeted amount is \$211,899.10.

CLEAN WATER 2020?: No

FOCUS AREAS: Innovative & High Quality Municipal Services

Sec 2-204(7) of the City Ordinance. Competitive sealed bidding required; exceptions allow the City to purchase goods and services without competitive sealed bidding for the procurement of information technology.

ATTACHMENTS:

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



Invoice

25.a

Invoice No
239973

Date
05/30/2019

Page
1 of 4

R199234

Tritech Software Systems, a CentralSquare Company
1000 Business Center Drive
Lake Mary, FL 32746
www.centalsquare.com
Toll free 800-727-8088

Billing Inquiries: Accounts.Receivable@centalsquare.com

Bill To
Columbia Police Department
Rick Hines
1 Justice Square
Columbia SC 29202
United States

Ship To
Columbia Police Department
Rick Hines
1 Justice Square
Columbia SC 29202
United States

Customer No	Customer Name	Customer PO #	Currency	Terms	Due Date
15750	Columbia Police, SC		USD	Net 30	06/29/2019

	Description	Units	Rate	Extended
Contract No. 6580				
1	RMS Workstation Software Annual Maintenance Fee - Annual Maintenance Fee Vision RMS Maintenance: Start:07/01/2019, End: 06/30/2020	1	\$26,398.43	\$26,398.43
2	RMS Workstation Software Annual Maintenance Fee - Annual Maintenance Fee Vision RMS Maintenance: Start:07/01/2019, End: 06/30/2020	1	\$3,979.05	\$3,979.05
3	Mobile CAD Interface Annual Maintenance Fee - Annual Maintenance Fee Vision Mobile Maintenance: Start:07/01/2019, End: 06/30/2020	1	\$87,710.71	\$87,710.71
4	Inform CAD Integrated Solution Annual Maintenance Fee - Annual Maintenance Fee VisionMobile AVL Maintenance: Start:07/01/2019, End: 06/30/2020	1	\$7,127.00	\$7,127.00
5	Inform CAD Integrated Solution Annual Maintenance Fee - Annual Maintenance Fee VisionMobile AVL Maintenance: Start:07/01/2019, End: 06/30/2020	1	\$647.91	\$647.91
6	Inform CAD Integrated Solution Annual Maintenance Fee - Annual Maintenance Fee VisionMobile AVL Maintenance: Start:07/01/2019, End: 06/30/2020	1	\$10,690.48	\$10,690.48
7	Mobile CAD Interface Annual Maintenance Fee - Annual Maintenance Fee Vision Mobile Maintenance: Start:07/01/2019, End: 06/30/2020	1	\$1,640.48	\$1,640.48
8	Mobile CAD Interface Annual Maintenance Fee - Annual Maintenance Fee Vision Mobile Maintenance: Start:07/01/2019, End: 06/30/2020	1	\$149.13	\$149.13



Invoice

25.a

Invoice No
239973

Date
05/30/2019

Page
2 of 4

Tritech Software Systems, a CentralSquare Company
1000 Business Center Drive
Lake Mary, FL 32746
www.centalsquare.com
Toll free 800-727-8088

Billing Inquiries: Accounts.Receivable@centalsquare.com

Bill To
Columbia Police Department
Rick Hines
1 Justice Square
Columbia SC 29202
United States

Ship To
Columbia Police Department
Rick Hines
1 Justice Square
Columbia SC 29202
United States

Customer No	Customer Name	Customer PO #	Currency	Terms	Due Date
15750	Columbia Police, SC		USD	Net 30	06/29/2019

	Description	Units	Rate	Extended
9	Inform CAD Integrated Solution Annual Maintenance Fee - Annual Maintenance Fee VisionMobile AVL Maintenance: Start:07/01/2019, End: 06/30/2020	1	\$974.53	\$974.53
10	Inform CAD Integrated Solution Annual Maintenance Fee - Annual Maintenance Fee VisionMobile AVL Maintenance: Start:07/01/2019, End: 06/30/2020	1	\$1,295.82	\$1,295.82
11	Mobile CAD Interface Annual Maintenance Fee - Annual Maintenance Fee Vision Mobile Maintenance: Start:07/01/2019, End: 06/30/2020	1	\$198.84	\$198.84
12	Mobile CAD Interface Annual Maintenance Fee - Annual Maintenance Fee Vision Mobile Maintenance: Start:07/01/2019, End: 06/30/2020	1	\$985.36	\$985.36
13	Inform CAD Integrated Solution Annual Maintenance Fee - Annual Maintenance Fee VisionMobile AVL Maintenance: Start:07/01/2019, End: 06/30/2020	1	\$6,799.71	\$6,799.71
14	Mobile CAD Interface Annual Maintenance Fee - Annual Maintenance Fee Vision Mobile Maintenance: Start:07/01/2019, End: 06/30/2020	1	\$1,348.82	\$1,348.82
15	Cash Receipts Utility Annual Maintenance Fee - Annual Maintenance Fee MNHS Maintenance: Start:07/01/2019, End: 06/30/2020	1	\$10,429.80	\$10,429.80
16	Inform FBR Server Software Annual Maintenance Fee - Annual Maintenance Fee Vision FBR Maintenance: Start:07/01/2019, End: 06/30/2020	1	\$7,395.10	\$7,395.10

Tritech Software Systems, a CentralSquare Company
1000 Business Center Drive
Lake Mary, FL 32746
www.centalsquare.com
Toll free 800-727-8088

Billing Inquiries: Accounts.Receivable@centalsquare.com

Invoice No
239973

Date
05/30/2019

Page
3 of 4

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Rick Hines
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Customer No	Customer Name	Customer PO #	Currency	Terms	Due Date
15750	Columbia Police, SC		USD	Net 30	06/29/2019

	Description	Units	Rate	Extended
17	Inform FBR Server Software Annual Maintenance Fee - Annual Maintenance Fee Vision FBR Maintenance: Start:07/01/2019, End: 06/30/2020	1	\$3,898.82	\$3,898.82
18	Inform FBR Server Software Annual Maintenance Fee - Annual Maintenance Fee Vision FBR Maintenance: Start:07/01/2019, End: 06/30/2020	1	\$3,756.15	\$3,756.15
19	Inform FBR Server Software Annual Maintenance Fee - Annual Maintenance Fee Vision FBR Maintenance: Start:07/01/2019, End: 06/30/2020	1	\$354.45	\$354.45
20	Inform FBR Server Software Annual Maintenance Fee - Annual Maintenance Fee Vision FBR Maintenance: Start:07/01/2019, End: 06/30/2020	1	\$708.87	\$708.87
21	Inform RMS State Publisher Annual Maintenance Fee - Annual Maintenance Fee Vision RMS to SCIEX Repository Maintenance: Start:07/01/2019, End: 06/30/2020	1	\$1,096.83	\$1,096.83
22	Mobile CAD Interface Annual Maintenance Fee - Annual Maintenance Fee Vision Mobile Maintenance: Start:07/01/2019, End: 06/30/2020	1	\$1,739.91	\$1,739.91
23	Mobile CAD Interface Annual Maintenance Fee - Annual Maintenance Fee Vision Mobile Maintenance: Start:07/01/2019, End: 06/30/2020	1	\$99.41	\$99.41
24	Mobile CAD Interface Annual Maintenance Fee - Annual Maintenance Fee Vision Mobile Maintenance: Start:07/01/2019, End: 06/30/2020	1	\$1,093.66	\$1,093.66



Invoice

25.a

Invoice No
239973

Date
05/30/2019

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Customer No	Customer Name	Customer PO #	Currency	Terms	Due Date
15750	Columbia Police, SC		USD	Net 30	06/29/2019

	Description	Units	Rate	Extended
25	Inform CAD Integrated Solution Annual Maintenance Fee - Annual Maintenance Fee Remote Support Connectivity Maintenance: Start:07/01/2019, End: 06/30/2020	1	\$407.60	\$407.60
26	Inform CAD Integrated Solution Annual Maintenance Fee - Annual Maintenance Fee VisionMobile AVL Maintenance: Start:07/01/2019, End: 06/30/2020	1	\$4,389.56	\$4,389.56
27	Mobile CAD Interface Annual Maintenance Fee - Annual Maintenance Fee Vision Mobile Maintenance: Start:07/01/2019, End: 06/30/2020	1	\$8,000.03	\$8,000.03
28	Inform CAD Integrated Solution Annual Maintenance Fee - Annual Maintenance Fee VisionMobile AVL Maintenance: Start:07/01/2019, End: 06/30/2020	1	\$615.39	\$615.39
29	Inform CAD Integrated Solution Annual Maintenance Fee - Annual Maintenance Fee VisionMobile AVL Maintenance: Start:07/01/2019, End: 06/30/2020	1	\$615.39	\$615.39
30	RMS Workstation Software Annual Maintenance Fee - Annual Maintenance Fee Vision RMS Maintenance: Start:07/01/2019, End: 06/30/2020	1	\$1,655.63	\$1,655.63

Please make remittance payable to Tritech Software Systems ACH / EFT:
Routing Number 121000248
Account Number 4124806100
Wells Fargo (Phone 800-869-3557)
E-mail payment details to: Accounts.Receivable@centalsquare.com

Check:
PO Box 203223
Dallas, TX 75320-3223

Subtotal	\$196,202.87
Tax	\$0.00
Invoice Total	\$196,202.87
Payments Applied	\$0.00
Balance Due	\$196,202.87



We Are Columbia

MEETING DATE: August 20, 2019

DEPARTMENT: Procurement and Contracts

FROM: Sandra Wright, Purchasing Agent

SUBJECT: Council is asked to approve consulting services for the Video Security Cameras, as requested by the Police Department. Award to Jacobs (formerly known as CH2M Hill), as a Sole Source under the Professional Services exemption in the amount of \$200,000.00. This firm is located in Charlotte, NC.

REQUISITION NO.: R199842

FUNDING SOURCE & ORIGINAL BUDGET: Funding Source: Police Department; 1012402-638300. The original budgeted amount is \$200,000.00 (includes contingency)

CLEAN WATER 2020?: No

FOCUS AREAS: Innovative & High Quality Municipal Services

Jacobs will provide technical consulting in the Operational Assessment of Camera System, RFP Development and Vendor Demonstration Plan, Project Management, and Implementation Phase As-Needed Support for the new Columbia Police Department Video Security Cameras.

Sec. 2-204.-Item (5) - Competitive sealed bidding required; exceptions:

All city contract shall be awarded by competitive sealed bidding except the following as determined pursuant to definitions and standards set by regulations, or except as otherwise provided in this article: Sole Source procurements

ATTACHMENTS:

- **#a:** SoleSourceApproval.Jacobs.VideoSecurity (PDF)
- **#b:** Jacobs.Final.VideoSecurityRFPConsultant (PDF)

Requisition # R199842JUSTIFICATION FOR
SOLE SOURCE PROCUREMENT

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

This Department proposes to procure for the Police Department Division,

(1)

Security Camera - Project Management Services

(2)

as a sole source procurement from Jacobs

(3)

based upon the following justifications See attached justification

(4)

This sole source is valid through June 30, 2020

Amount \$ 200,000Police Dept.

Department

Signature of Department Head

Date

Signature of Purchasing Agent

Date

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

Signature of Finance Director

Date

Signature of Asst. City Manager

Date

Signature of City Manager

Date

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

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

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

MEMORANDUM



To: Ms. Sandra Wright, Director/Purchasing Agent
From: Chief W. H. "Skip" Holbrook *WHS*
cc: Major Rick Hines, Ms. Christina Williams
Date: August 8, 2018
Re: Professional Services Agreement

The Columbia Police Department has been working closely with the Office of Emergency Management and other City entities in an effort to expand our city-wide security camera system.

This system will directly support our Emergency Operations Center during critical incidents. It will always play a vital role in supporting our efforts to establishing a real time crime center to further our mission to identify, prevent and solve crimes.

We are in support of, and would request that the City of Columbia move forward with the professional services agreement as attached.



We Are Columbia

Office of Emergency Management • 1225 Lady Street, Columbia, SC 29201 • Phone: 803-545-4296 • Fax: 803-255-8115

To: Sandra A. Wright,
Director of Procurement, Contracts & Purchasing

From: Harry N. Tinsley,
Emergency Management Director 

Date: August 7, 2019

Subject: Citywide Video Security Cameras System

The Office of Emergency Management is partnering with the Police Department in the expansion of our citywide video security camera system. We believe the vital linkage between public safety, security and the role the Emergency Operations Center plays during the coordination and management of critical incidents and disasters necessitates the leveraging of our collective resources to increase the resiliency of our City.

Our ability to leverage this technology collectively will give the EOC the capability to develop and maintain situational awareness and a common operating picture assisting all departments with real-time data and information during day-to-day operations, and the capacity for executive level decision-making during critical incidents and potential disasters.

We are in support of, and would like to request the City of Columbia move forward with the professional services agreement as attached.

Should you have any questions or require additional please so advise.

Thank you.

Video Security Services

Justification for a proposed Contractual Agreement

The City of Columbia Police Department, hereinafter referred to as CPD, respectfully requests approval to enter into a contractual “professional services” arrangement with Jacobs, hereinafter referred to as “Consultant”, to provide tailored project management consulting services for the upcoming Video Security System project. As provided herein, the selected Consultant has unique technical knowledge regarding communications network and security systems and also recent experience and expertise in providing technical support and services within the City of Columbia’s (City) current environment. Due to the consultant’s prior citywide knowledge, there will be limited training required by city staff. As cited in the City’s Procurement Code, Section 2-204, Competitive Sealed Bidding required; Exceptions, some Professional Services may be exempted when the person is employed on a fee basis: 2-204(1). Further, 2-204(5) provides for sole source procurements when properly justified and meets certain criteria. The proposed Consultant will work on the City’s behalf and therefore will be precluded from also bidding on the vendor provided video equipment and services. The Purchasing Agent has ruled that due to the reasons cited herein, the aforementioned Code citations would be appropriately met for this proposed professional services agreement.

Project Proposed Scope of Work Outlined by Tasks (see attached proposal)

Task 1: Operational Assessment of Camera System

Task 1.1: Functionality Objectives Identification

Task 1.2: Functional Objectives Technical Memorandum

Task 2: RFP Development and Vendor Demonstration Plan

Task 2.1: RFP Development

2.2: Vendor Evaluation Support

Task 3: Project Management

Task 4: As-Needed Implementation Phase Support

Background Information

Over the last few years, the City has experienced significant growth. Increased security measures in public safety are needed in order to provide a safe place for the residents, visitors and businesses within the metro Columbia area. Cities throughout the US are moving towards using Smart technology to further enhance their city operations by providing real-time data and information which can be readily used to improve public security services as well as many other public services. There are a wide range of smart options for cities so researching market options, collecting data and gearing a proposed solution to the actual “needs” of the city, is paramount. Also, it is crucial to ensure that the proper stakeholders are included throughout the decision making, planning and implementation process.

As a preface to this proposed project, the City conducted an informal pre-solicitation meeting in April 2019. There were approximately 20 vendors represented at the meeting. Based on the discussion and numerous questions received during and after the meeting, discussions with many city departments to ensure that resources were not currently available in-house, CPD proceeded with requesting the Department of Procurement and Contracts to explore the idea of hiring a consultant.

AMI Project

During FY 15-16, the City of Columbia conducted a formalized competitive procurement process for a feasibility study and also ongoing project management services and support for the metering project which was referred to as the Automated Meter Reading (AMR) and Automated Meter Infrastructure (AMI) project. The City was seeking to replace aging metering infrastructure with new metering technology. After an extensive procurement period, CH2M Hill, (a subsidiary of Jacobs), was selected in October 2016 to provide both pre and post implementation support for the AMI project. The services provided by Jacobs are ongoing for approximately three additional years. Due to the Consultant familiarity with the City's network and infrastructure and the CPDs desire to tap into the resources already secured on the AMI project, Jacobs is recommended by CPD to also provide similar services for this video project.

By using Jacobs, the City should be able to avoid paying for some services already mapped out under the AMI contractual arrangement, avoid multiple consultants interacting within some of the same area(s) of coverage, reduce the time needed for a new consultant to become familiar with the city's infrastructure and last but certainly not least, to potentially realize cost savings by developing and releasing clear and concise video security specifications based on the city's actual needs. There are many different solutions in the market and it is often easy to be enticed by various offerings so it would be in the City's best interest both operationally and financially to determine our actual needs and next move forward with the procurement.

Video Security Services Project cited as a COC Smart Cities Initiative

Due to the fact that numerous internal discussions were ongoing regarding Smart Cities initiatives, it was determined that it would be in the City's best interest to prepare the Video Security Services project to be the next project released to specifically address the City's Smart Cities' initiatives. It was also recommended by staff to determine the feasibility of contracting with a consultant currently working on one of the city's projects. Over the last few months, several city staff members reviewed this option and found that it was feasible and may provide the results CPD is seeking in an expeditious manner. It is now the Purchasing Agent's opinion that by seeking these professional services early during the pre-procurement phase, the City may be able to realize future cost savings by structuring the solicitation to address current needs and also to provide a roadmap for future needs. The next step in the process is to obtain the City Manager, legal and Executive Management's team support prior to recommending to Council preferably on August 20th but no later than September 17th.

As the City moves forward with this significant investment for citywide video surveillance and security, it is recommended that the Consultant work closely with the city in identifying ways to strategize for future CPD and city smart goals and objectives. There may be other closely aligned security needs to include Emergency response, parking needs, detecting traffic patterns, crowd enforcement at events, shot detection, facial recognition software, etc., so the Consultant will be tasked to work closely with the project team to develop a scope of services for the specific items and services needed by the City.

A key component to a successful smart cities initiative is to develop clear, definitive and doable goals and objectives and to research the solution which best meets the city's needs within budget, time and other restraints. Securing the appropriate project manager to assist the city in these efforts is also an important factor.

Required Deliverables by Consultant w/Hourly Rates

See attached proposal from Jacobs to include additional scope of services, resumes of key staff members and hourly rates.

Internal Resources Required: Several city departments will be involved during the initial planning and development phase. The City expects limited initial staffing resources after the workshops conclude at the end of October 2019. Some ongoing city personnel will be involved periodically throughout the three (3) year project management phase.

Financial Impact

The total project cost of the project management services for the three-year initial term shall not exceed \$200,000.00 (including contingency) without seeking further approval from the City Manager and/or Council. If this request is approved to move forward, the tentative timeline for these services is as follows: start date for project management in mid-September; projected RFP/solicitation release date around mid-November 2019; responses due in December 2019; short-list and interviews/demonstrations in January 2020 and tentative award to vendor placed on Council's agenda in March 2020.

Potential Options for Future Expandability, Connectivity & Enhancements, if feasible

Our future goal is to use video analytics to access real-time data to assist in developing situational awareness for critical incident/disasters throughout the city. One of the primary goals for this video security system is to build on our current capacity and resources to handle daily operations by using scalable options in an effort to further increase overall resiliency for the city.

Some of the scalable future options may include, but not limited to:

- Video security surveillance/crime prevention
- Real-time crime center/emergency operations center
- The ability to share information across all city departments in real time
- The ability to integrate into our VMS for the security of people
- Real-time monitoring city assets and facilities
- Integration with AMI project
- Utility operations for monitoring SSO
- Damage assessment pre and post disaster
- Traffic management
- Future Drone integration

Thank you for your time and consideration of this request.

See Sole Source Justification form for all required signatures from city personnel.

Jacobs
Video Security RFP Consultant



AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement is being awarded under a sole source procurement.

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 Jacobs, (hereinafter referred to as the “Consultant”), to provide consulting services in the operational assessment of the citywide video camera system, assisting with RFP development and vendor demonstration plan, project management, and implementation phase as-needed support for the City of Columbia, SC.

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

1. **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.
2. **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.

Jacobs
Video Security RFP Consultant

3. **TERM OF AGREEMENT** – The term of the Agreement is the date of the execution of a *Notice to Proceed* for an initial term of three (3) years 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.

4. **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.

5. **COMPENSATION** – (See Exhibit C)

- A. The total compensation to be paid by the City to the Consultant under this Agreement shall not exceed Two Hundred Thousand Dollars and No/100 (\$200,000.00).
- B. The Consultant shall submit invoices no more frequently than monthly for services rendered, during each phase of the Project. Each invoice submitted must describe the services for which payment is requested, show payment calculations and specify the person(s) rendering such service(s). Consultant must invoice monthly regardless of work being completed during that period. If no work is completed, a zero balance invoice should be submitted. **Each invoice must also clearly identify any portion of the fee invoiced for subcontracted services.** 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.

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C. Invoicing Procedure (See Exhibit D)

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

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

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 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

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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, 1225 Lady Street, Suite 102, 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

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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 required on this project at a minimum of 10% as follows:

DBE Goals 10%

The Consultant will ensure Subconsultant performance during the period of performance, and optional periods as applicable. Achievement of these goals are expected during the life of the Agreement, including any extensions thereof. Subconsultant shall be approved by the City.

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

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the City of Columbia as Mentor-Protégé Program projects. The City of Columbia has determined that participation in the City's Mentor-Protégé Program is required for this project.

The Consultant must comply with Mentor-Protégé Program Guidelines. The Consultant agrees that the Mentor Protégé Program does not create any third-party beneficiary status or contractual rights and/or duties between the City and the Protégé and that the City is not a party to the Implementation Plan. The Consultant agrees that it has or will enter into a separate contractual Agreement with the Protégé to which the City is not a party. The MPP Implementation Plan is attached hereto as Exhibit E.

8. **INDEMNIFICATION & INSURANCE**

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

Each insurance policy required by these instructions shall be endorsed to state that coverage shall not be suspended, voided, OR cancelled by either party, reduced in coverage or in limits, unless thirty (30) days prior written notice, 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

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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 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*.

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- C. To the proportionate extent of the Consultant's negligence, The Consultant shall hold harmless, defend and indemnify the City from any and all claims, actions, suits, charges and judgments whatsoever that arise out of the Consultant's negligence or nonperformance of the services or subject matter called for in this Agreement.

The standard of care applicable to Consultant's Services will be the degree of skill and diligence normally employed by professional engineers or consultants performing the same or similar Services at the time said services are performed.

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 Consultants Permits, City/County/ South Carolina Department of Health and Environmental Control (SCDOT) Encroachment Permits, encroachment permits for other utility rights-of-way and railroad right-of-way encroachment permits/agreements. The City shall obtain the approvals and/or permits identified by the Consultant and pay any costs relating to same.

Jacobs
Video Security RFP Consultant

- 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.

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 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.

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 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 Agreement.

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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 Consultant 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

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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: N/A
Email: procurement@columbiasc.gov

Jacobs

Name: Jaime Robinson
Title: Senior Project Manager
Address: 14120 Ballantyne Corporate Place
Suite 200
Charlotte, NC 28277
Phone: 704-544-4040
Fax: 704-544-4041
Email: Jaime.Robinson@Jacobs.com,

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

17. **MISCELLANEOUS**

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

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

- D. In the event there are any disagreements between the City and the Consultant with regard to any of the requirements, specifications or interpretation of this Agreement, the Consultant agrees to defer to the reasonable interpretations of the City as, from time to time, may be made by the City. Ambiguities in the terms of this Agreement, if any, shall not be construed against the City.
- E. This Agreement shall be construed in accordance with the laws and City of Columbia Code of Ordinances and those of the State of South Carolina. The Consultant agrees to subject itself to the jurisdiction and venue of the courts of Richland or Lexington County, State of South Carolina as to all matters and disputes arising or to arise under this Agreement and the performance thereof. The City may seek attorney's fees and the Consultant agrees to pay such fees as awarded by the Court or other body. No attorney's fees may be sought by, nor will be paid to, the Consultant.

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- F. This Agreement represents the entire agreement between the City and the Consultant and supersedes all prior communications, negotiations, representations or agreements, either written or oral. The parties may amend this Agreement at any time provided that such Amendments are executed in writing, signed by a duly authorized representative of both organizations, and approved, where applicable, by the City's governing body.

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

- G. The failure of either the Consultant or the City to insist upon the strict performance of any provision of this Agreement shall not be deemed to be a waiver of the right to insist upon strict performance of such provision or of any other provision of this Agreement at any time. Partial payment by the City shall not be construed as a waiver. Waiver of any breach of this Agreement shall not constitute waiver of a subsequent breach.
- H. In the event any provision of this Agreement is determined to be void or unenforceable, all other provisions shall remain in full force and effect.
- I. This Agreement is subject to City Council approval.
- J. The Consultant acknowledges, for itself and its Subconsultants, that it is subject to the provisions of the 1991 Ethics Reform Act (8-13-100, et seq, South Carolina Code of Laws, 1976, as amended). Under this Act, "A person may not, directly or indirectly, give, offer, or promise anything of value to a public official, public member, or public employee with intent to:

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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 services under this Agreement, the Consultant shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation or national origin. The Consultant 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, promotion, 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 Consultant shall post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause. The Consultant will incorporate these nondiscrimination requirements in all subcontracts for work under this Agreement.

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- 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.

INTENTIONALLY LEFT BLANK

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

CITY OF COLUMBIA, SOUTH CAROLINA

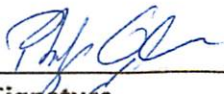
Witness

Teresa Wilson, City Manager

Date: _____

Jacobs

PHILIP OGDEN
MANAGER OF PROJECTS
Print: Name/Title


Signature

Date: 8/16/19

Recommended by:

Rick Hines, Police Major

Date

William H. Holbrook, Chief of Police

Date

Sandra A. Wright, CPPB, Purchasing Agent/Director of Procurement and Contracts

Date

APPROVED AS TO FORM

Legal Department City of Columbia, SC

Jacobs
Video Security RFP Consultant

List of Exhibits

Exhibit A – Scope of Services

Exhibit B – Schedule

Exhibit C – Compensation

Exhibit D – Invoicing Procedure

Exhibit E – Prompt Payment Affidavit

EXHIBIT A **Scope of Services** **for the** **Technical Support in the Development of a Request for Proposal** **For Columbia Police Department**

Background

JACOBS provides technical support in the development of vendor requests for qualifications, emphasizing matching the right technology with Columbia-specific needs to confirm that the selected system serves the City's long-term goals and objectives. We maintain up-to-date technical knowledge regarding communications networks and security systems to support Columbia in making best-fit decisions to select the camera system that fits the needs of the Columbia Police Department (CPD) and the needs of the community.

This scope of work describes our proposed, tailored approach to developing a camera system request for proposal (RFP) that captures the City's overall safety and technology goals while also meeting the CPD's expectations for safety and security. This process emphasizes collaboration between City departments, begins with an operational assessment to determine functional objectives of the system and supports the City through RFP development, proposal evaluation and interviews, and the selection and implementation processes.

Project Scope of Work Outline

Task 1: Operational Assessment of Camera System

Task 1.1: Functionality Objectives Identification

Task 1.2: Functional Objectives Technical Memorandum

Task 2: RFP Development and Vendor Demonstration Plan Support

Task 2.1: RFP Development Support

Task 2.2: Vendor Evaluation Support

Task 3: Project Management

Task 4: Implementation Phase As-Needed Support

Scope of Work

Task 1: Operational Assessment for Camera System

JACOBS will work closely with staff to identify the desired functionality objectives of the future camera system in two buckets: technical specifications and contracting preferences. The current camera system is out of date and the camera system vendor contract expires in October 2019. An implementation plan road map will be developed to guide the RFP development process and will include a project schedule.

Task 1.1. Functional Objectives Identification

This process to target operational and level of service benefits will be conducted through two workshops and staff interviews. We will work with City staff to evaluate each benefit and rate them Low, Medium, or High based on level of interest, which will help drive the conversation related to functional objectives. Workshop 1 topics will include, but are not limited to:

- Targeting operational benefits
- Camera communication technologies (likely cellular)
- Compatibility with the City's Emergency Operations Center
- Data storage and retrieval expectations
- Deployment location priorities
- Portable and fixed location camera priorities
- Level of service expectations as new technologies are deployed
- Level of maintenance expectations
- Location preferences for initial deployment
- Contract preferences

JACOBS will work closely with City staff to determine the desired functionality and then reflect that functionality in the technical specifications in the RFP (which will be developed in Task 2) so that the correct system to meet Columbia's objectives is eventually selected.

Task 1.2. Functional Objectives Technical Memorandum

JACOBS will provide a high-level, multi-faceted implementation plan outlining the recommended roadmap for the camera project procurement and lifespan of the contract based on the above assessment tasks including a discussion describing the issues needing consideration and the importance of each element. JACOBS believes thorough development of such a plan, and active engagement of key staff in its creation, is critically important to program success.

Also included will be a discussion related to procurement considerations and implementation strategies, for example how cameras could be deployed in phases based on budget cycles, system warranty, unit costs and separate contract line items for best pricing, ways to integrate with other City functions, providing for future technology upgrades, and vendor level of service expectations. These topics will be incorporated into Workshop 2.

- Any cost opinions or project economic evaluations provided by JACOBS will be on a basis of experience and judgment, but, since JACOBS has no control over market conditions or bidding procedures, JACOBS cannot warrant that bids, ultimate construction/project cost, or project economics will not vary from these. If City wishes greater assurance as to any element of project cost, feasibility, or schedule, City will employ an independent cost estimator, contractor, or other appropriate advisor.

Task 1 Assumptions:

- Two workshops will be held at a location selected by Columbia.
- Up to 3 JACOBS staff will participate in the workshops
- Columbia staff from the Police Department, Emergency Management, IT, and Procurement will participate

Task 1 Deliverables:

- Data request in Email format
- Workshop agendas sent one week prior to scheduled dates
- Draft implementation plan (PDF format provided electronically). One set of consolidated review comments will be provided by the City. Comments will be addressed as appropriate and the revised implementation plan will be incorporated in the report generated as part of Subtask 1.7.
- Findings from this task to be used in RFP development will be documented in a draft technical memorandum (PDF format provided electronically). One set of consolidated review comments will be provided by the City. Comments will be addressed as appropriate and the revised findings will be included in a final technical memorandum.

Task 2: Vendor Acquisition Services

Successfully acquiring the right camera system for Columbia requires an RFP and procurement process that will result in well-qualified competitive proposals, an evaluation process that properly reflects the proprietary nature and communications needs of this technology, and a strong performance-based contract that protects Columbia's investment and supports technology upgrades over the contract's lifespan. The City desires a lease-based contract to best take advantage of technology upgrades and maintenance needs.

JACOBS recognizes that the procurement process and the contract should reflect Columbia's standard procurement procedures adapted to this project (which is a hybrid of products acquisition or lease, communications technology implementation, installation and professional services). The City will also require that the vendor participate in the City's Disadvantaged Business Enterprise Program.

We have found that a three-step procurement process has provided our clients with the best functionality at the best price: 1) Request technical proposals; 2) Review and invite selected vendors for demonstrations and Q&A (this will increase vendor confidence and reduce their embedded "risk" pricing); and 3) Request price proposals from selected vendors.

Our experience has shown that vendors are able to provide more refined and competitive pricing after the demonstration and interview stage. This also provides the City with an opportunity to short-list, or eliminate certain vendors that are not qualified prior to being exposed to potential "low-bid" situations.

The procurement document will cover system components and system performance, data communications backhaul, a communications plan for incorporation into the Emergency

Operations Center and the City's Emergency Operations Plan (EOP), interfaces and integration support, project controls, training, vendor support, replacement and upgrade plan, installation, customer communications, and warranties.

Task 2.1. RFP Development Support

JACOBS will support Columbia in the development of an RFP with performance-based specifications and evaluation criteria to support competitive pricing while meeting specific functional objectives as documented in the TM prepared under Task 1.2.

The City will lead the development of the draft RFP language including incorporation of Columbia-specific language and requirements including the Disadvantaged Business Enterprise Program. Jacobs will provide technical support to incorporate technical requirements and desired features into the RFP. Jacobs will then review the draft document in detail with staff via a facilitated workshop and suggest the City make revisions as necessary (Workshop 3).

Standard contract language, clauses, and legal wording will be the requirements of Columbia, its procurement staff, and its counsel. After Columbia incorporates comments and outcomes of the RFP review workshop, Columbia will finalize and approve the solicitation prior to posting and publicizing it in accordance with the City's standard contracting process.

Task 2.2. Vendor Evaluation Support

Before release of the RFP, JACOBS will work with Columbia staff to develop appropriate evaluation criteria and relative weights (demonstrated by the example shown in Exhibit 5) based on the City's identified goals and objectives as well as our past experience with successful solicitations. We will also provide notice to the City's list of potential vendors gathered during their Informational Meeting to assist the City in advertising. These will be reviewed with City staff. These steps will support the City's development of a short-list of qualified vendors.

Exhibit 5. Example RFP Evaluation Criteria

Criteria	Definition
Strength of Proposer (25 pts)	References, experience, financial stability and solvency, revenue growth and profitability, relative R&D investments, and ability to acquire bonding and insurance
System Capabilities (25 pts)	Degree to which proposed system addresses technical specifications, performance requirements, and desirable functions
Ease of O&M (10 pts)	Ease of ongoing use and maintenance of system, including component installation, programming and repair; use of software; and reporting capabilities.
Integration Support (5 pts)	Vendor's ability to develop, document, and support interfaces with the Emergency Operations Center and other IT systems.
Data Management (5 pts)	Data integrity, security, accessibility, backup/recovery, flexibility, cross system balancing, auditing capabilities, report generation, and queries. Nonproprietary interfaces.
Support (5 pts)	How the Proposer will deliver maintenance and operational support, as well as training. Response modes and times.
Warranty (10 pts)	Period and extent of warranty coverage and replacement schedules. Overall system performance guarantees and technology upgrade plan.

Lifecycle Cost
(15 pts)

Total and unit costs of the proposed system over the expected 10-year life.

At the request of the City, JACOBS will review technical questions submitted in writing prior to the deadline and provide suggested responses for functional/specification related questions. The City will be responsible for responding to questions that pertain to legal or contractual issues for the City to respond. The final response to proposers and/or posting of the addendum will be the requirement of the City.

JACOBS will participate on the evaluation panel (if desired by Columbia) and will perform vendor reference checks to support formation of the short-list of qualified vendors. Jacobs will then develop a scoring sheet for evaluation during onsite vendor demonstrations and will participate in the demonstrations. During evaluation, panel participants will each score the technical proposals prior to review of the cost proposal. JACOBS will facilitate a post-presentation meeting where individual technical scores are compared, and a consensus is reached according to the evaluation criteria and weighing factor established. Once the evaluation is complete, JACOBS will draft a summary of the technical scores, the City's discussion points, and the City's selection as reached during the meeting for review by the City.

Vendor Negotiations

JACOBS will provide Columbia with technical assistance during contract negotiations with the selected vendor to agree upon both initial and unit pricing, implementation timeline, contract and performance terms.

Task 2 Assumptions:

- Assume one addendum will be issued to address vendor questions.
- The City will be the point of contact for proposers, to field their calls and provide the proper responses to questions during the solicitation process (i.e., questions must be submitted in writing and questions will be answered with a response to all proposers).
- Assume one 4-hour workshop in Columbia to review Draft RFP and consolidate comments from Columbia for their incorporation into Final RFP.
- Up to two team members will participate in up to three vendor demonstrations. It is assumed that these vendor demonstrations will occur on one day.
- Evaluation panel meeting will be scheduled to coincide with the conclusion of vendor demonstrations.

Task 2 Deliverables:

- Notice letter (to be sent via email) to those participants in the City's Informational Meeting.
- One set of written comments on the Draft RFP for procuring the camera system.
- Compiled set of comments from Draft RFP review workshop.
- Field survey attachment for RFP.
- Addendum to RFP (to address vendor questions).
- Evaluation criteria worksheets for use by evaluation team.
- Letter documenting the City's recommendation for the camera system.
- Draft contract comments summary.

Task 3: Project Management

Controlling project costs in a professional, responsible manner is emphasized within JACOBS. Our management approach, which consists of project instructions, work planning, scheduling, task checklists, team meetings, client workshops, status reports, and an internal management information system, promotes efficient, cost-effective project execution and communication. We will provide monthly status reports to include: Task Status; Cost, Resource and Schedule Management; and Risk and Issue Management.

Task 3 Deliverables:

- Project instructions, meeting/workshop agenda and minutes
- Bi-weekly status reports documenting past activities and upcoming tasks
- Monthly invoices

Task 4: Implementation Phase As-Needed Services

The City will have the flexibility to request additional support from Jacobs during contract negotiations and implementation through authorizations under this task. An as-needed budget is available to the City for three years after the vendor is under contract. Jacobs will proceed with work under this task when directed to proceed by the City. Jacobs and the City will agree on level of effort and schedule prior to beginning each activity. Activities are expected to include:

- Implementation support including phase out of current cameras, as needed
- Development of a pre-installation existing conditions survey to document and map potential camera locations for future phase(s) of camera installation. Site conditions include power accessibility, power pole ownership, and permitting requirements. It is expected that this activity will be completed by a subconsultant.

EXHIBIT B - SCHEDULE

Schedule

This project will begin once notice to proceed is provided by the City. The proposed project schedule is dependent on workshop scheduled dates and City review times. All workshops will be scheduled once the notice to proceed is given in an effort to maintain this critical schedule.

Table 1. Proposed Schedule

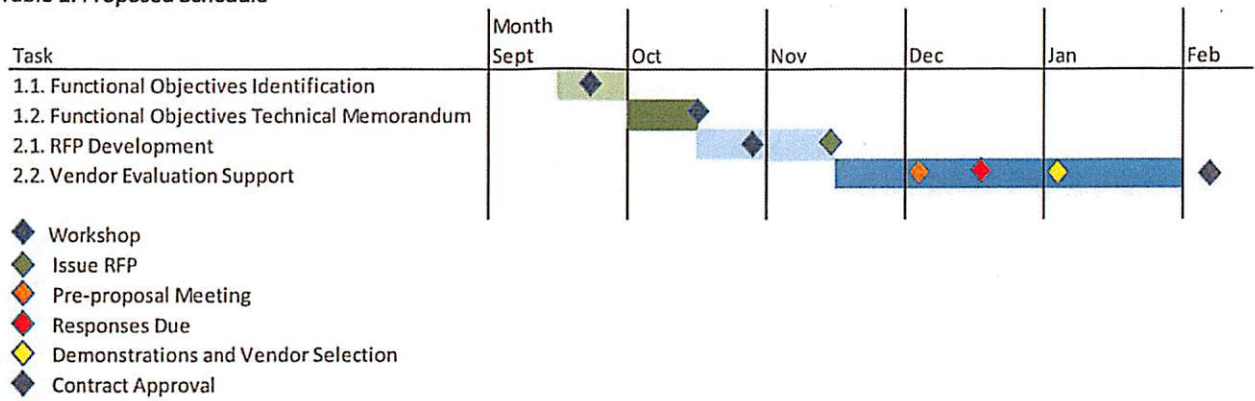


EXHIBIT C - Compensation

Table 2. Proposed Budget

Task	Braman	Black	Robinson	Jr Engineer	Admin	Hours	Labor Cost	Expenses	Subtask Total
2019 Rate	\$ 187	\$ 241	\$ 187	\$ 132	\$ 74				
1.1. Functional Objectives Identification	35	35	20	45		135	\$ 24,660	\$ 2,000	\$ 26,660
1.2. Functional Objectives Technical Memorandum	20	20	35	48	8	131	\$ 22,033	\$ 1,000	\$ 23,033
2.1. RFP Development	16	24	16	24	8	88	\$ 15,528	\$ 1,000	\$ 35,528
2.2. Vendor Evaluation Support	16	16		24	2	58	\$ 10,164	\$ 3,000	\$ 13,164
3. Project Management			40		40	80	\$ 10,440	\$ -	\$ 10,440
4.1 As-needed Support - Year 1	16	40		40		96	\$ 18,449	\$ 1,200	\$ 19,649
4.2 As-needed Support - Year 2	16	40		40		96	\$ 19,003	\$ 20,200	\$ 20,203
4.3 As-needed Support - Year 3	16	40		40		96	\$ 19,573	\$ 1,200	\$ 20,773
Total									\$ 169,450

Note: Task 4.2 expenses include a \$20,000 set-aside budget for a subconsultant to prepare the existing conditions summary TM.

Invoicing Procedure: Exhibit D

1. The City's Project Manager or his/her designee must review all invoices prior to payment.
2. The Consultant's invoice must contain sufficient detail by task and resource and should be easily traceable to the work completed on the project schedule. Descriptions used in the project schedule shall match those descriptions contained in the Engineer's invoice.
3. The work completed on the Consultant's project schedule must be the basis for full or a percentage of payment for work completed on the Consultant's invoice.
4. The Consultant will not request payment for taxes on Professional Services, labor or installation fees.
5. The Consultant will not invoice, or request payment for any equipment or services that may be specified in this Agreement prior to the delivery of said equipment or performance of said services.
6. The Consultant shall adhere to an agreed-upon delivery schedule for equipment and/or services. This is to ensure that the City does not pay for the advanced delivery of equipment that was not approved for delivery and/or have to warehouse or make space for unanticipated equipment deliveries. Exceptions to this requirement must be approved by the City's designated Project Manager and Purchasing Agent in writing.
7. All invoices shall include a valid Purchase Order number on the bill. If an approved emergency purchases are required for any reason before a purchase order number is available, a copy of the emergency request for purchase should accompany the Engineer's invoice.
8. The Consultant shall name a representative that will be responsible for reviewing all invoicing concerns that the City may have regarding this project.
9. The Consultant shall submit receipts for all actual expenses.
10. Travel expenses including airfare and car rental shall be invoiced at cost, without markup and with approved documentation (Note: This section does not apply to travel within the Columbia region for work being performed for the Agreement. It pertains to approved travel to and from Columbia if necessary to fulfill the terms of the Agreement.). Travel expenses apply only if applicable and approved by the City.
11. Lodging shall be invoiced up to the per diem rate according to the General Services Administration (GSA) rates established at www.gsa.gov, based on the date of travel. Lodging expenses apply only if applicable and approved by the City.
12. Field documents and other equipment/supplies shall be invoiced at cost only, with no markup, and the invoice must be submitted with approved documentation (packing slip/vendor invoice).
13. Other required non-labor expenses that may be applicable to the project and pre-approved by the City's designated Project Manager shall be invoiced at cost only, with no markup, and the invoice must be submitted with approved documentation (packing slip/vendor invoice).
14. Each invoice/payment request shall identify the percentage and dollar amount that will be paid to the Subconsultant and/or vendor for work performed and materials/products furnished. If required, the Consultant shall submit supporting documentation as required by the designated point of contact to support the amount being invoiced.
15. The Consultant shall provide the names of the Subconsultants and/or vendors and a description

of the work performed in the invoice/request for payment. The Consultant shall also provide a breakdown of the supplies and materials being billed by each Subconsultant and/or vendor and the dollar amount to be reimbursed by the City.

Exhibit E – Prompt Payment Affidavit

Consultant will place a check in the appropriate box below that applies to this payment request.

Re: Payment Request No. _____

I, _____ (Name), the _____ (Title - e.g., President, Vice President, etc.) of _____ ("Company"), do state the following with regard to payments made under Contract No. _____ ("Contract"):

1. ____ Consultant, at the first tier, both DBE and non-DBE, who completed work and were listed for payment on the prior Payment Request No. _____, were paid no later than twenty (20) calendar days after Company received payment from the City.
2. ____ Copies of invoices and cancelled checks for Consultant at the first tier who were paid under the prior payment request have been delivered or mailed to the Construction Management Division. In addition, Company has attached to the current Payment Request all lien waivers for prior subcontractor payments and any other documentation required by the City. (Failure to attach all required documentation to the Payment Request or forward cancelled checks and invoices to the City's Construction Management Division may cause the Payment Request to be rejected by City.)
3. ____ All retainage amounts withheld from any Consultant who satisfactorily completed its portion of the contract work, including punch list items, were paid to the Consultant(s) no later than fourteen (14) calendar days after it satisfactorily completed its work, whether or not City has paid said retainage amounts to Consultant. Attach a copy of the cancelled check evidencing payment of each retainage amount.
4. ____ There was no delay in or postponement of any payment owed to a Consultant, whether periodic payment or retainage amount, except for good cause and after receipt of prior written approval from the City's Fleet Division Administrator.

Attach a copy of the written approval from the City of Columbia.

Company Name

Signature

Print Name

Date: _____

Subscribed and sworn to before me this ____ day of _____ 20__.

Notary Public



We Are Columbia

MEETING DATE: August 20, 2019

DEPARTMENT: Procurement and Contracts

FROM: Sandra Wright, Purchasing Agent

SUBJECT: Council is asked to approve the purchase of Palmetto 800 MHz Radio Airtime for Fiscal Year 2019/2020, as requested by the Police Department. Award to Motorola, Inc., using the SC State Contract #4400013556, in the amount of \$316,892.00. This vendor is located in Blythewood, SC.

REQUISITION NO.: R199218

FUNDING SOURCE & ORIGINAL BUDGET: Funding Source: Police Department - Other Lease/Rental; 1012402-636500. The original budgeted amount is \$316,892.00.

CLEAN WATER 2020?: No

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

ATTACHMENTS:

- **#a:** State Contract for Motorola (PDF)

(/)

Menu

Division of Technology

Palmetto 800 MHz System User Fees

Vendor Information – Motorola Solutions, Inc.

Motorola Solutions, Inc.
 217 Cartgate Circle
 Blythewood, SC 29016
 Vendor Number: 7000007297
 Contract Number: 4400013556
 Contract Period: July 1, 2016 – June 30, 2023

Motorola State Contract Note

The State Contract is with Motorola Solutions, Inc. All P.O.s must be issued to Motorola Solutions, Inc. to be considered a State Contract purchase. P.O.s issued to Motorola franchise shops (MSS's) are not considered purchases under the South Carolina State Contract. For questions, contact one of the individuals listed below.

MOTOROLA SOLUTIONS, INC. CONTACT	PHONE NUMBER	E-MAIL
Jeff Francis	803-600-2208 803-829-8079 (Fax)	jeff.francis@motorolasolutions.com (mailto:jeff.francis@motorolasolutions.com)
Jim Weih	803-407-5600 800-353-0101 803-749-8149 (Fax)	Jim.Weih@motorolasolutions.com (mailto:Jim.Weih@motorolasolutions.com)
DTO CONTRACT ADMINISTRATORS	PHONE NUMBER	E-MAIL
George Crouch	803-896-0367	George.Crouch@admin.sc.gov (mailto:George.Crouch@admin.sc.gov)

Rates/Pricing

User Fees (/technology/technology-operations/palmetto-800/exhibit-d)

Technology Operations (/technology/technology-operations)

About Technology Operations (/technology/technology-operations/about-technology-operations)

Palmetto 800 Radio System (/technology/technology-operations/palmetto-800)

System Operations, Policies and User Cost (/technology/technology-operations/palmetto-800/system-operations-policies-and-user-cost)

Conventional Mutual Aid 800 MHz Repeater Plan (/technology/technology-operations/palmetto-800/conventional-mutual-aid-800-mhz-repeater-plan)

SC Mutual Aid Talkgroups and Channels (/technology/technology-operations/palmetto-800/mutual-aid-talkgroups-and-channels)

[Palmetto 800 MHz System User Fees \(/technology/technology-operations/palmetto-800/system-user-fees\)](/technology/technology-operations/palmetto-800/system-user-fees)
[System Administration \(/technology/technology-operations/palmetto-800/system-administration\)](/technology/technology-operations/palmetto-800/system-administration)
[Palmetto 800 System Users \(/technology/technology-operations/palmetto-800/system-users\)](/technology/technology-operations/palmetto-800/system-users)
[Coverage Maps \(/technology/technology-operations/palmetto-800/coverage-maps\)](/technology/technology-operations/palmetto-800/coverage-maps)
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(/)

Menu

Division of Technology

Palmetto 800 User Fees - Exhibit D

Exhibit D

Cost To Be Contributed For Basic Dispatch Service

Monthly Dispatch Rate

SITES	TOTAL
1	\$14.00
2	\$19.00
3	\$26.50
4	\$36.00
5	\$41.75
6	\$47.50
7	\$52.25
8	\$57.00
9	\$61.75
10	\$62.50
Systemwide	\$62.50

Systemwide Dispatch All Sites (Cap) - \$62.50

Large User Dispatch Rate Discounts

250 to 499 -- 2½% Discount

500 to 999 -- 5% Discount

Over 1,000 -- 10% Discount

Note:

Prices do not include sales tax or other applicable fees

Discounts do not apply to the \$62.50 rate

See User Discounts for applicable discounts

Simulcast System Sub-Cells

Primary site coverage at regular pricing, plus \$3.00 for additional site in the simulcast sub-cell.

EXHIBIT D**Monthly Fees for System Features**

FEATURES AND OPTIONS	FEE
Private Call Initiation Private Call (limited to supervisory personnel only) ** All users of a user account paying for the private call feature will be provided access to receive private calls **	\$7.00
MCC7100 Mobile Console Package Fees will be based on the package of services, features, and length of services	
Interconnect Usage ¹	Pass Through
DID (Direct Inward Dialing) Incoming Calls ²	\$5.50
Digital Radio Service (in available areas)	N/C
Digital Encryption (available in digital areas)	\$5.00
Detailed Billing Per Subscriber per unit (Not to exceed \$50.00 per account)	\$3.50
Roaming per minute	\$0.45
Raven/Ric switches additional cost above monthly unit rates	\$0.15
120 minutes included in unit rate, additional minutes \$0.15 per minute. Maximum additional charge \$50.00 per month per switch.	
** Raven/Ric switches utilized during system transition as determined by Motorola, Users Advisory Committee and the User will not incur a per minute charge.	
** All interconnected radio systems must be equipped with tone or digital squelch. **	

FEATURES-PER-ACCOUNT	FEE
Additional Talk Groups Per Group ³ (one time fee)	\$60.00
Optional Plan (per month fee for additional talk groups)	\$2.00
Wireline Console Connections ^[4] - Per Central Electronics Bank	\$250.00
Wireline Console Connections ^[4] - Per Ambassador Card Link (if required)	\$50.00

ACTIVATION/CONFIGURATION (ONE TIME) FEES [3]	ONE-TIME FEE
Dispatch Only	\$10.00
Telephone Interconnect	\$50.00

Digital/Encryption System Programming	\$10.00
Private Call/DID	\$25.00
Reconfigure Dispatch Options (decrease authorized sites)	\$25.00

Notes:

1. Pass Through is a charge allowed by the FCC to recover the cost of providing interconnect. It is calculated quarterly and divided among the users with interconnect.
2. Requires interconnect option, utilizes interconnect airtime.
3. One (1) talkgroup is provided for each twenty-five (25) radios of an account at no charge. Additional talkgroups are \$2.00 per month or \$60.00 one time fee.
4. Users are responsible for wireline cost between the customer's site and the zone controller.
5. If multiple features are added or activated at the same time only the largest activation fee applies.

FEES FOR FEDERAL AGENCY MUTUAL AID AND INTEROPERABILITY ACCESS ONLY

FEDERAL AGENCY MUTUAL AID AND INTEROPERABILITY ACCESS ONLY	ANNUAL FEE
1 to 5 Radio IDs	\$100
6 to 25 Radio IDs	\$500
26 to 50 Radio IDs	\$1,000
51 to 75 Radio IDs	\$1,500
76 to 100 Radio IDs	\$2,000
Annual fee paid in advance lump sum payment [1]	

The Federal Agency Mutual Aid and Interoperability option offers limited restricted system access only. The Federal Agency must maintain its own separate radio communications system for its daily operations. Abuse and excessive use of airtime will be reported to the Advisory Committee for action.

Federal Agency Mutual Aid and Interoperability System Access Includes:

- Mutual Aid Talkgroups (Must use Advisory Committee talkgroup identifiers in radios)
- Regional Talkgroups (Must use Advisory Committee talkgroup identifiers in radios)
- Law Enforcement Common Talkgroups (LE Common)
- (Only certified Law Enforcement officers may have access to LE Common Talkgroups)
- (Must use Advisory Committee talkgroup identifiers in radios)
- Conventional Mutual Aid Repeaters
- Agency Talkgroups with written agency approval

Federal Mutual Aid and Interoperability System Access Does Not Include:

- Individual Talkgroups for the Mutual Aid and Interoperability users
- Private Call
- Telephone Interconnect

The Federal Agency Mutual Aid and Interoperability Access Plan is not available to Federal Agencies who are paying standard user fees or have been issued talkgroups on the Wide-Area Network.

Notes:

1. Fee does not include applicable taxes

EXHIBIT D**Mobile Data Service****Mobile Data Fees**

- \$100.00 One time Activation Fee.
- \$30.00 – Per month per mobile data terminal device for users not on the Palmetto 800 voice network.
- \$25.00 – Per month per mobile data terminal device for Palmetto 800 voice system users.

15% discount (\$21.25 per month) for all state government users.

20% discount (\$20.00 per month) for all voice network user agencies that pay a fleetwide statewide rate.

40% discount (\$15.00 per month) for all voice network user agencies that pay a fleetwide statewide rate for 2 voice radios in one vehicle (mobile & portable).

Quantity Discounts

250 - 499 Data Units 2-1/2%

500 - 999 Data Units 5%

Over 1000 Data Units 10%

*** (Users are eligible for only one discount, whichever is greater, quantity, state or fleetwide)**

Field Based Reporting (FBR) (Standard Reports Package in addition to Mobile Data Fees)

\$25.00 One time Activation Fee for FBR.

\$10.00 Per month FBR fee per mobile data terminal device.

EXHIBIT D

Project - 25 Digital

Cost To Be Contributed For Basic Dispatch Service

MONTHLY DISPATCH RATE

SITES	TOTAL
1	\$16.10
2	\$21.85
3	\$30.48
4	\$41.40
5	\$48.01
6	\$54.63
7	\$60.09
8	\$65.55
9	\$71.01
10	\$71.88
System Wide	\$71.88

Large User Dispatch Rate Discounts

250 to 499 -- 2-1/2% Discount

500 to 999 -- 5% Discount

Over 1000 -- 10% Discount

Note: Prices do not include sales tax or other applicable fees.

Discounts do not apply to the \$71.88 rate.

Simulcast System Sub-Cells - Primary site coverage at regular pricing, plus \$3.00 for additional site in the simulcast sub-cell.

EXHIBIT D

Monthly Fees For System Features

Unit Features

Private Call Initiation

Private Call (limited to supervisory personnel only) \$ 7.00

**All users of a user account paying for the private call feature will be provided access to receive private calls.

Detailed Billing Per Subscriber per unit \$ 3.50

Not to exceed \$50.00 per account

Roaming per minute \$ 0.45
 Two-Way Gateway/RIC switches additional cost monthly per switch. \$ 500.00
 ** Gateway/RIC switches utilized during system transition as
 approved by Motorola and the User Advisory Committee.

Features Per Account

Additional talk groups fee per month - \$50.00

Wireline Console Connections

Per Central Electronics Bank \$250.00
 Per Ambassador Card Link (if required) \$50.00

Activation & Configuration (One Time) Fees

Dispatch Only per unit \$10.00
 Private Call per unit \$25.00
 Dispatch Configuration/Account Changes per unit \$10.00
 Customer Requested Templates (per template) \$150.00

Notes:

One (1) talkgroup is provided for each twenty-five (25) radios in an account at no charge. Additional approved talkgroup fee will be \$50 per month.
 Users are responsible for wireline cost between the customer's site and the zone controller.
 If multiple per unit features are added or activated at the same time only the largest activation fee applies.

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Palmetto 800 Radio System (/technology/technology-operations/palmetto-800)

System Operations, Policies and User Cost (/technology/technology-operations/palmetto-800/system-operations-policies-and-user-cost)

Conventional Mutual Aid 800 MHz Repeater Plan (/technology/technology-operations/palmetto-800/conventional-mutual-aid-800-mhz-repeater-plan)

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We Are Columbia

MEETING DATE: August 20, 2019

DEPARTMENT: Procurement and Contracts

FROM: *Sandra Wright, Purchasing Agent*

SUBJECT: Council is asked to approve the purchase of Continental Tires and Tubes for passenger vehicles, as requested by the Fleet Services Department. Award to Piedmont Truck Tires Inc., using the SC Contract #4400016053 in the amount of \$54,000.00. This vendor is located in Greensboro, NC.

REQUISITION NO.: R198591

FUNDING SOURCE & ORIGINAL BUDGET: Funding Source: Equip Svcs Fuel Prts & Repair - Tires & Tubes; 6308970-672500. The original budgeted amount is \$50,000.00. The additional \$4,000 will come from Equip Svcs Fuel Prts & Repair - Tires & Tubes 6308970-672500.

CLEAN WATER 2020?: No

FOCUS AREAS: Innovative & High Quality Municipal Services

ATTACHMENTS:

- **#a:** SC for R198591 (PDF)



PROCUREMENT SERVICES

Contract 4400016053

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Validity Start 05/08/2017
 Target Value \$ 1,500,000.00
 Bid Invitation [5400010311](#)

Validity End 03/28/2021
 FEIN 38-1752361

Contract Notes

Vendor 7000146906

Vendor Address PIEDMONT TRUCK CENTER INC
 P.O. Box 18109
 GREENSBORO NC 27419-8109

District GUILFORD

Telephone (336) 668-2401

Minority Status Not Applicable

Home Page <http://www.piedmonttruckcenter.com>

E-mail

Fax Number (336) 668-2494

Other URL

Vendor Contacts

4 Contacts found, displaying all Contacts.

Contact Name	Function	Phone	E-mail
CLEWIS, JOEY	SECRETARY-TREASURER / PARTS MANAGER	(336) 668-2401 ext 279	jclewis@piedmonttruckcenter.com
LENHART, TODD	Primary Contact	(336) 668-2401 ext 230	twlenhart@yahoo.com
PHARR, SCOTT	PRESIDENT	(336) 668-2401 ext 224	wsp10862@yahoo.com
THOMAS, CRAIG	VICE PRESIDENT / NEW TRUCK SALES MANAGER	(336) 668-2401 ext 238	cthomas@piedmonttruckcenter.com

Contract Items

6 Items found, displaying all Items.

Item Pricing

00001 Continental Tire Auto Radial Tire 49% Di
 Material Group: 86307 - tires and tubes, light trucks
 Agency: Statewide

00002 Continental Tire Light Truck Radial 49%
 Material Group: 86307 - tires and tubes, light trucks
 Agency: Statewide

00003 Continental Tire Medium Truck Radial 35%
 Material Group: 86307 - tires and tubes, light trucks
 Agency: Statewide

00004 General Tire Auto Radial 49% Discount
 Material Group: 86307 - tires and tubes, light trucks
 Agency: Statewide

00005 General Tire Light Truck Radial 49% Disc
 Material Group: 86307 - tires and tubes, light trucks
 Agency: Statewide

00006 General Tire Medium Truck Radial 35% Dis
 Material Group: 86307 - tires and tubes, light trucks
 Agency: Statewide

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We Are Columbia

MEETING DATE: August 20, 2019

DEPARTMENT: Procurement and Contracts

FROM: *Sandra Wright, Purchasing Agent*

SUBJECT: Council is asked to approve the purchase of Goodyear Tires and Tubes for passenger vehicles, as requested by the Fleet Services Department. Award to Frasier Tire Service, using the SC Contract #4400014577 in the amount of \$162,000.00. This vendor is located in Columbia, SC.

REQUISITION NO.: R198433

FUNDING SOURCE & ORIGINAL BUDGET: Funding Source: Equip Svcs Fuel Prts & Repair-Tires & Tubes; 6308970-672500. The original budgeted amount is \$150,000.00. The additional \$12,000 will come from Equip Svcs Fuel Prts & Repair - Tires & Tubes 6308970-672500.

CLEAN WATER 2020?: No

FOCUS AREAS: Innovative & High Quality Municipal Services

ATTACHMENTS:

- **#a:** SC for R198433 (PDF)



PROCUREMENT SERVICES

Contract 4400014577
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Validity Start 04/19/2016

Validity End 03/28/2021

Target Value \$ 4,000,000.00

FEIN 57-0569752

Bid Invitation [5400010311](#)
Contract Notes Dealer for Goodyear - Columbia, Sumter, & North Charleston locations

Vendor 7000026365
Vendor Address FRASIER TIRE SERVICE INC

840 HWY 15 NORTH

SAINT GEORGE SC 29477

District
Telephone (803) 254-5087

E-mail aderrick@frasiertire.com
Fax Number (803) 254-9076

Minority Status Not Applicable

Home Page <http://wwwfrasiertire.com>
Other URL

Vendor Contacts

2 Contacts found, displaying all Contacts.

Contact Name	Function	Phone	E-mail
DERRICK, ARVAN	Primary Contact	(803) 254-5087	aderrick@frasiertire.com
HINKLEY, WENDY	A/R MANAGER	(803) 773-1423	whinkley@frasiertire.com

Contract Items

8 Items found, displaying all Items.

Item Pricing

00001 Goodyear Brand Police Pursuit Tire

Material Group: 86330 - tires and tubes, misc. (not otherwise listed)

Agency: Statewide

Notes for Item 00001: Tire specifically designed as and approved for police pursuit and tires designed for use on other police vehicles requiring a Z rated tire.

This is a fixed price bid with a minimum discount percentage of 30%. Bidders may submit a discount percentage off current published government price list of greater than 30%. Bids with a discount percentage less than 30% will be rejected.

00002 Goodyear Auto Radial Tire

Material Group: 86305 - tires and tubes, passenger vehicles

Agency: Statewide

Notes for Item 00002: This is a fixed price bid with a minimum discount percentage of 30%. Bidders may submit a discount percentage off current published government price list of greater than 30%. Bids with a discount percentage less than 30% will be rejected.

00003 Goodyear Brand Light Truck Radial Tire

Material Group: 86307 - tires and tubes, light trucks

Agency: Statewide

Notes for Item 00003: This is a fixed price bid with a minimum discount percentage of 30%. Bidders may submit a discount percentage off current published government price list of greater than 30%. Bids with a discount percentage less than 30% will be rejected.

00004 Goodyear Brand Medium Truck Radial Tire

Material Group: 86310 - tires and tubes, medium truck and bus

Agency: Statewide

Notes for Item 00004: This is a fixed price bid with a minimum discount percentage of 30%. Bidders may submit a discount percentage off current published government price list of greater than 30%. Bids with a discount percentage less than 30% will be rejected.

Item Pricing

00005 Goodyear Brand Off-Road Radial Tire

Material Group: 86315 - tires and tubes, off-road equipment

Agency: Statewide

Notes for Item 00005: This is a fixed price bid with a minimum discount percentage of 20%. Bidders may submit a discount percentage off current published government price list of greater than 20%. Bids with a discount percentage less than 20% will be rejected.

00006 Goodyear Brand Off-Road Bias Tire

Material Group: 86315 - tires and tubes, off-road equipment

Agency: Statewide

Notes for Item 00006: This is a fixed price bid with a minimum discount percentage of 20%. Bidders may submit a discount percentage off current published government price list of greater than 20%. Bids with a discount percentage less than 20% will be rejected.

00007 Dunlop Brand Medium Truck Radial Tire

Material Group: 86310 - tires and tubes, medium truck and bus

Agency: Statewide

Notes for Item 00007: This is a fixed price bid with a minimum discount percentage of 30%. Bidders may submit a discount percentage off current published government price list of greater than 30%. Bids with a discount percentage less than 30% will be rejected.

00008 Dunlop Brand Off-Road Radial Tire

Material Group: 86315 - tires and tubes, off-road equipment

Agency: Statewide

Notes for Item 00008: This is a fixed price bid with a minimum discount percentage of 20%. Bidders may submit a discount percentage off current published government price list of greater than 20%. Bids with a discount percentage less than 20% will be rejected.

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We Are Columbia

MEETING DATE: August 20, 2019

DEPARTMENT: Procurement and Contracts

FROM: Sandra Wright, Purchasing Agent

SUBJECT: Council is asked to approve the purchase of a CAT 305E2 LA Excavator with a Cab, as requested by the Street Division. Award to Blanchard Machinery, using the SC State Contract in the amount of \$73,896.00. This vendor is located in West Columbia, SC.

REQUISITION NO.: R193779

FUNDING SOURCE & ORIGINAL BUDGET: Funding Source: Streets-Storm Drains-Auto, trucks, Hvy-Equip-Capital; 5534203-658500. The original budgeted amount is \$78,500.00.

CLEAN WATER 2020?: No

FOCUS AREAS: Innovative & High Quality Municipal Services

We respectfully request Council's approval for this purchase using the SC State Contract #4400018718. Vendor, Blanchard Machinery, at the following cost plus sales tax.

	Machinery Equipment
CAT 305E2 LA Excavator w/ cab	\$65,856.00
Bush Master	\$5,620.00
Debris Guard	\$1,920.00
SC State Taxes	\$500.00
PO Total	\$73,896.00

Sec. 2-204.-Item (9) - Competitive sealed bidding required; exceptions. All city contracts shall be awarded by competitive sealed bidding except the following as determined pursuant to definitions and standards set by regulations, or except as otherwise provided in this article: When purchasing through state contracts.

ATTACHMENTS:

- **#a:** R193779 (PDF)



PROCUREMENT SERVICES

Contract 4400018718[Back to Initial Screen](#)

Validity Start 06/01/2018

Target Value \$ 5,425,000.00

Bid Invitation [5400015056](#)

Validity End 05/31/2023

FEIN 59-0681683

Contract Notes

Vendor 7000052564

Vendor Address BLANCHARD MACHINERY COMPANY

P.O. Box 7517

COLUMBIA SC 29202

District

Telephone (803) 791-7100

Minority Status Not Applicable

Home Page <http://www.blanchardmachinery.com/>E-mail bsmith@blanchardmachinery.com

Fax Number

Other URL

Vendor Contacts

4 Contacts found, displaying all Contacts.

Contact Name	Function	Phone	E-mail
JOHNSON, DALYS	CONTROLLER	(803) 791-7100 ext 4189	djohnson@blanchardmachinery.com
SMITH, BRIAN	Primary Contact	(803) 518-0113	bsmith@blanchardmachinery.com
SMITH, BRIAN	Emergency Contact	(803) 518-0113	bsmith@blanchardmachinery.com
SPISAK, AMY	TAX/AUDIT MANAGER	(803) 791-7100 ext 4117	amyspisak@blanchardmachinery.com

Attachments

One Attachment found.

Attachment Title

Date/Time Posted

05/22/2018 08:37:26 AM

[Intent to Award pdf](#)

Contract Items

One Item found.

Item Pricing

00003 LOT 4 - CATERPILLAR

Material Group: 02000 - agricultural equipment, implements, and accessories (see class 022 for parts)

Agency: Statewide

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Blanchard Machinery Company, 3151 Charleston Highway, Columbia, SC 29202-7517 Phone:(803) 791-7100

PURCHASER		CITY OF COLUMBIA			
STREET ADDRESS		PO BOX 147		<SAME>	
S O L D	CITY/STATE	COLUMBIA, SC	COUNTY	RICHLAND	S H I P
	POSTAL CODE	29217	PHONE NO.	803 545 4161	P
T O	EQUIPMENT		MARLON EPPS		T O
	PRODUCT SUPPORT		MARLON EPPS		
INDUSTRY CODE:		LOCAL GOVERNMENT (PS93)		PRINCIPAL WORK CODE	
CUSTOMER NUMBER		1615500		Sales Tax Exemption # (if applicable) N/A	
				CUSTOMER PO NUMBER	
(All terms and payments are subject to Finance Company - OAC approval)					
T E R M S	PAYMENT TERMS:				
	NET PAYMENT ON RECEIPT OF INVOICE ☒		NET ON DELIVERY ☐		FINANCIAL SERVICES ☐ CSC ☐ LEASE
	CASH WITH ORDER	\$0.00	BALANCE TO FINANCE	\$0.00	CONTRACT INTEREST RATE 0.00
	PAYMENT PERIOD		PAYMENT AMOUNT	\$0.00	NUMBER OF PAYMENTS 0
OPTIONAL BUY-OUT					
DESCRIPTION OF EQUIPMENT ORDERED / PURCHASED					
MAKE: CAT		MODEL: 305E2 LA		YEAR: 2019	
STOCK NUMBER: C31434		SERIAL NUMBER: 0H5M10794			
DRAIN, ECOLOGY		STICK, LONG, HEAVY DUTY		THUMB, HYD + COUPLER, PG, MAN, 5T	
CONTROL PATTERN CHANGER		TRACK, RUBBER BELT		BUCKET, 12", 2.1 CFT, HD	
ALARM, TRAVEL		RADIO		BUCKET, 24", 4.6 CFT, HD	
MIRROR, CAB, RIGHT		LIGHTS, STANDARD		Debris guard screen -- \$1,920	
SEAT FABRIC HIGH BACK SUSP		BATTERY, DISCONNECT			
BELT, SEAT, 3" RETRACTABLE		BLADE, 78", BOLT-ON			
CAB W/ AIR CONDITIONER		PRODUCT LINK, CELLULAR PL240			
COOLING, HIGH AMBIENT		HOOD, REAR, VENTED			
LINKAGE BUCKET W/ LIFTING EYE		MX401-48SL - C27957 -- \$5,620			
TRADE-IN EQUIPMENT					
MODEL:		YEAR:		SN.:	
PAYOUT TO:		AMOUNT:		PAID BY:	
MODEL:		YEAR:		SN.:	
PAYOUT TO:		AMOUNT:		PAID BY:	
MODEL:		YEAR:		SN.:	
PAYOUT TO:		AMOUNT:		PAID BY:	
MODEL:		YEAR:		SN.:	
PAYOUT TO:		AMOUNT:		PAID BY:	
ALL TRADE-INS ARE SUBJECT TO EQUIPMENT BEING IN "AS INSPECTED CONDITION" BY VENDOR AT TIME OF DELIVERY OF REPLACEMENT MACHINE PURCHASE ABOVE.					
PURCHASER HEREBY SELLS THE TRADE-IN EQUIPMENT DESCRIBED ABOVE TO THE VENDOR AND WARRANTS IT TO BE FREE AND CLEAR OF ALL CLAIMS, LIENS, MORTGAGES AND SECURITY INTEREST EXCEPT AS SHOWN ABOVE.					
☒ CATERPILLAR EQUIPMENT WARRANTY		INITIAL		☐ USED EQUIPMENT WARRANTY	
The customer acknowledges that he has received a copy of the Blanchard Machinery Company/Caterpillar Warranty and has read and understood said warranty. Scheduled oil sampling (S.O.S.) is mandatory with this warranty. The customer is responsible for taking oil samples at designated intervals from all power train components and failure to do so may result in voiding the warranty. Warranty applicable including expiration date where necessary: 24 Months/2000 Hours				All used equipment is sold as is where is and no warranty is offered or implied except as specified here: Warranty applicable:	
CSA:					
NOTES: state contract # 4400018718					

THIS AGREEMENT IS SUBJECT TO THE TERMS AND CONDITIONS ON THE REVERSE

BLANCHARD MACHINERY COMPANY

PURCHASER

ORDER RECEIVED BY

Erik Hoffman

APPROVED AND ACCEPTED ON

REPRESENTATIVE

CITY OF COLUMBIA

PURCHASER

BY

SIGNATURE

TITLE

- 1. Binding Agreement.** By executing this Sales Agreement (the "Agreement"), Purchaser agrees to purchase from Blanchard Machinery Company the equipment and attachments described on the face hereof (collectively referred to herein as the "Equipment") pursuant to the terms and conditions specified in this Agreement.
 - 2. Purchase of Equipment.** Blanchard Machinery Company will have no obligation to fulfill timely orders for Equipment which are out-of-stock or otherwise unavailable, but Blanchard Machinery Company will promptly notify you of such unavailability or delay as soon as it becomes aware of it. Any terms and conditions contained in Purchaser's documents that are different or in addition to the terms and conditions herein, including but not limited to letters, purchase orders or sales acknowledgements, are hereby rejected by Blanchard Machinery Company, are not a part of this Agreement, and shall be of no effect or binding upon Blanchard Machinery Company unless specifically agreed to in writing by an authorized officer of Blanchard Machinery Company. Failure by Blanchard Machinery Company specifically to object to provisions contained in such documents shall not in any way be deemed an alteration to or waiver of these terms and conditions.
 - 3. Price and Other Expenses.** All prices set forth on the face of this Agreement, are the purchase prices of the Equipment. Purchaser shall be responsible for all expenses relating to the Equipment purchased including but not limited to (a) any federal, state, local, foreign or provincial taxes or tariffs, now or hereafter enacted, applicable to the Equipment, as further set forth in Section 7, below; (b) standard shipping or other special transportation costs to the point of delivery specified by Purchaser; (c) all charges in the event payment from Purchaser is delinquent, including, without limitation, all costs and expenses, including attorneys fees, of collecting any amount not paid when due hereunder; and (d) all other expenses, not included in the sale and delivery contemplated above, of whatever kind or nature, relating to special insurance requirements, the purchase, shipment, transportation or delivery of Equipment.
 - 4. Equipment Delivery.** Unless otherwise agreed, all shipments will be made by third-party carriers chosen by Blanchard Machinery Company or its designees, at costs, tariffs and other charges, and in accordance with terms and conditions established by Blanchard Machinery Company and its designees from time to time.
 - 5. Risk of Loss.** The risk of loss associated with any Equipment and title passes to Purchaser upon delivery of the goods to the shipping point, FOB, subject to the reservation of a security interest to Blanchard Machinery Company in Section 6 of this Agreement. Blanchard Machinery Company shall have no liability of any kind or nature, whether for consequential or other damages for any reason whatsoever, relating to shipment of Equipment purchased by Purchaser, including but not limited to damage to the Equipment, taxes, duties, loss, theft or any illness of or personal injury to any person or property under any environmental, health or safety law.
 - 6. Payment and Credit.** Purchaser shall pay for all Equipment in accordance with payment terms set forth on the face of this Agreement. Purchaser's right to purchase any Equipment is conditioned upon approval of Purchaser's credit and may be withdrawn or amended at any time by Blanchard Machinery Company in its sole discretion. A late payment charge of one and one-half (1.5%) percent per month shall be added to all invoices which are delinquent, subject to federal, state and local laws, calculated from the original due date of the invoice until payment in full. In the event Purchaser is delinquent, Purchaser shall pay all costs of collection, including but not limited to reasonable attorneys' fees. Should Purchaser become delinquent in the payment of any sum due under this Agreement, all contractual or other obligations of Blanchard Machinery Company to Purchaser shall terminate without further notice to Purchaser. Blanchard Machinery Company retains, and Purchaser hereby grants Blanchard Machinery Company, a purchase money security interest in the Equipment, including all accessions to and replacements of them, to secure the payment of the purchase price of the Equipment, until Purchaser has made payment in full in accordance with the terms hereof, and Purchaser shall cooperate fully with Blanchard Machinery Company in executing such documents, including a Uniform Commercial Code financing statement, and accomplishing such filings and/or recordings thereof as Blanchard Machinery Company deems necessary for the perfection, protection and enforcement of such security interest.
 - 7. Taxes and Other Charges.** Purchaser is responsible for the payment of all federal, state, local, foreign, or provincial taxes (now or hereafter enacted), fees, or charges which may be assessed or levied now or hereafter on or on account of materials sold hereunder to Purchaser. Published prices do not include such taxes, which may be added by Blanchard Machinery Company to the invoice where Blanchard Machinery Company has a legal obligation to collect them. When Purchaser claims that this transaction is not subject to any such tax, or that Purchaser is exempt, or that Blanchard Machinery Company is not required to collect such tax, Purchaser agrees to provide Blanchard Machinery Company with any documentation necessary to support such a claim and to allow Blanchard Machinery Company to document its decision not to collect tax(es).
 - 8. Acceptance; Non-Conforming Equipment; Sole Remedy.** Purchaser agrees to accept all Equipment upon delivery to Purchaser where the Equipment is in material conformity with Blanchard Machinery Company's or the applicable manufacturer's published description or specifications of such Equipment. In any event, Equipment shall be deemed automatically, irrevocably and conclusively accepted without defects when Purchaser has had possession of the Equipment for five (5) days and has failed to notify Blanchard Machinery Company that the Equipment has been rejected and the reasons for such rejection. Purchaser's sole remedy hereunder for Blanchard Machinery Company's failure to deliver Equipment in material conformity with applicable published description or specifications of such Equipment shall be, at Blanchard Machinery Company's option, the replacement of such non-conforming Equipment with conforming Equipment, or refund of the applicable purchase price paid therefore.
 - 9. Purchaser Representations and Covenants.** Purchaser shall be solely responsible for the use and disposition of the Equipment, including, without limitation, the obtaining of all permits, licenses or certificates required for the use thereof. Purchaser agrees to use the Equipment only in accordance with all laws, rules and regulations applicable thereto.
 - 10. Indemnification.** Purchaser shall indemnify, defend and hold Blanchard Machinery Company harmless from any and all liabilities, claims, demands, causes of action, or suits of whatever nature including, but not limited to, attorneys' fees and litigation expenses, arising from any: (a) breach by Purchaser of any representation or covenant made by Purchaser under this Agreement; (b) breach by Purchaser of any provision of this Agreement; (c) failure of Purchaser to comply with applicable environmental, health and safety laws; and (d) any use by Purchaser or third parties of the Equipment sold to Purchaser. Notwithstanding the foregoing, Purchaser shall not be liable to Blanchard Machinery Company for any portion of such liabilities that result from Blanchard Machinery Company's fraud, bad faith, or willful misconduct.
 - 11. Equipment Warranties.** Some Equipment may come with limited warranties. Purchaser may obtain a copy of the applicable equipment warranty by contacting Blanchard Machinery Company. EXCEPT FOR THE FOREMENTIONED LIMITED WARRANTIES OF VARIOUS EQUIPMENT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, BLANCHARD MACHINERY COMPANY DISCLAIMS ANY AND ALL REPRESENTATIONS AND WARRANTIES, WHETHER ORAL OR WRITTEN, EXPRESS OR IMPLIED, INCLUDING (WITHOUT LIMITATION) ANY IMPLIED WARRANTIES AS TO MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE EQUIPMENT.
 - 12. Limitations on Liability.** IN NO EVENT SHALL BLANCHARD MACHINERY COMPANY BE LIABLE FOR LOSS OF PROFITS, INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF ANY BREACH OF THIS AGREEMENT OR OBLIGATIONS UNDER THIS AGREEMENT, AND IN NO EVENT SHALL THE LIABILITY OF BLANCHARD MACHINERY COMPANY EXCEED THE UNIT PRICE OF THE DEFECTIVE EQUIPMENT. ANY ACTION BY PURCHASER UNDER OR RELATING TO THIS AGREEMENT SHALL COMMENCE WITHIN TWELVE (12) MONTHS AFTER SUCH CAUSE OF ACTION ACCRUED. BLANCHARD MACHINERY COMPANY'S LIABILITY SHALL BE LIMITED AS SET FORTH HEREIN AND OTHER PROVISIONS OF THIS AGREEMENT.
 - 13. Force Majeure.** Blanchard Machinery Company shall not be responsible for any failure to perform the contract formed hereunder due to causes beyond its control, including, but not limited to, acts of God, labor disputes or shortages, acts or omissions of buyer, government or judicial authorities, or military authorities, delays in transportation, or inability to obtain necessary materials or supplies, all whether foreseen or unforeseen.
 - 14. Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of South Carolina, without regard to the choice of law provisions thereof. Any dispute or claim relating to or arising out of or in connection with this Agreement shall be finally settled by binding arbitration in Columbia, South Carolina using the then current rules and procedures of the American Arbitration Association. Notwithstanding the foregoing, nothing herein shall preclude either party from seeking injunctive relief in any state or federal court of competent jurisdiction in North Carolina without first complying with the arbitration provisions of this Section, and each party hereby consents to the exclusive jurisdiction of state and federal courts in North Carolina for such purpose.
 - 15. Data Collection.** Customer understands that data collected from the Equipment, asset owners, other devices, and other sources may be used to provide better services to you and other customers, allow communication with the device and applications, and for general business purposes. The data transmitted may include personal information (such as your name or business location), system data (such as Equipment operational data including fault codes), and operations data (such as work order data and inventory utilized). The data collected may be accessed by Caterpillar, its affiliates, Blanchard Machinery, and service providers in order to provide better services to our customers.
 - 16. Complete Agreement; Severability; Non-Waiver; No Third Party Beneficiaries.** This Agreement constitutes the entire understanding between Purchaser and Blanchard Machinery Company with respect to the purchase of Equipment, superseding all prior written and oral communications and understandings. If any provisions or portion of this Agreement is not given legal effect by a court of competent jurisdiction, such provisions or portions shall drop out of this Agreement and the remaining provisions and portions of this Agreement shall be construed and enforced. This Agreement shall not be interpreted or construed to confer any rights or remedies upon any third parties. Blanchard Machinery Company's failure to exercise any of its rights for any period shall not constitute or be deemed a waiver or forfeiture of such rights.
- This instrument shall not become effective or binding upon Lessor until executed by an authorized representative of Lessor.**



We Are Columbia

MEETING DATE: August 20, 2019

DEPARTMENT: Legal Department

FROM: *Shari Ardis, Legal Office Manager*

SUBJECT: Council is asked to approve a Memorandum of Understanding for Indigent Defense in Municipal Court, as requested by the Legal Department. Award to the Richland County Fifth Circuit Public Defender's Office in the amount of \$138,000.00.

FUNDING SOURCE & ORIGINAL BUDGET: Funding Source: 1018404-638522

FOCUS AREAS: Empowering Our Residents, Innovative & High Quality Municipal Services

ATTACHMENTS:

- **#a:** RC Public Defender Agreement 2019-2020 (PDF)

MEMORANDUM OF UNDERSTANDING

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

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

The parties understand that Proviso 61.12 of the 2019 – 2020 Appropriations Act for the State of South Carolina requires:

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

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

COMPENSATION: The City agrees that it will pay the Public Defender the sum of One Hundred Thirty-eight Thousand and No/100 (\$138,000.00) Dollars per fiscal year (July 1 to June 30), payable, upon receipt of a bill for these services from the Public Defender, in equal quarterly installments of Thirty-four Thousand Three Hundred Twenty-nine and No/100 (\$34,329.00) Dollars due on the first of the month in January, April, July, and October. The first such payment per this Memorandum will be due July 1, 2019, and subsequent payments will be due October 1, 2019, January 1, 2020, and April 1, 2020.

SERVICES: The Public Defender agrees that it will provide two (2) attorneys to represent individuals charged with summary court offenses in the Municipal Court of the City. These attorneys will have no other duty than representing individuals in the Municipal Court of the City. Appointment must still be accomplished only after indigence screening, and approval pursuant to the provisions of Rule 602, SCACR. Should a conflict arise in the representation of a client, the Public Defender is responsible for obtaining substitute counsel.

RENEWAL: To remain in effect this agreement must be renewed by the parties annually. Renewal must be accomplished by May 1st each year so that the parties may

make other arrangements for services and personnel in time for the new fiscal year which begins July 1st.

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

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

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

WITNESSES:

Sheryl D. Bryant 8/5/19

Teresa Wilson 8/5/19

E. Fielding Pringle
Circuit Public Defender
Fifth Judicial Circuit

Date: 8/5/19

Teresa B. Wilson
City Manager
City of Columbia

Date: _____

APPROVED AS TO FORM

Legal Department City of Columbia, SC



We Are Columbia

MEETING DATE: August 20, 2019

DEPARTMENT: Procurement and Contracts

FROM: Sandra Wright, Purchasing Agent

SUBJECT: Council is asked to approve a contract for Washington Square Exterior Waterproofing, as requested by Support Services. Award to Watertight Systems, Inc. in an amount not to exceed \$384,795.00, which includes the base bid of \$367,545.00 plus an alternate sign removal for the building of \$17,250.00. This firm is located in Lexington, SC.

REQUISITION NO.: R194918

FUNDING SOURCE & ORIGINAL BUDGET: Funding Source: 5511219-659300 and 1011201-659300. The original budget amount is \$400,000.00.

BUSINESS PROGRAM: Local Business Enterprise Program

CLEAN WATER 2020?: No

FOCUS AREAS: Innovative & High Quality Municipal Services

There were two (2) bids received for this project under Bid 052-18-19-DS. The apparent low bidder was not licensed in South Carolina as required in the solicitation and therefore was determined to be non-responsible. The second lowest bidder was determined to be responsive and responsible.

The total construction time allocated for this project shall be **one hundred twenty (120)** consecutive calendar days from the said date of commencement as defined in the Notice to Proceed to substantial completion and an additional **thirty (30)** consecutive calendar days to final completion for a total construction time of **one hundred fifty (150)** consecutive calendar days from the commencement date as defined in the Notice to Proceed.

ATTACHMENTS:

- **#a:** Contract approved by Legal for Bid 052-18-19-DS Washington Square Exterior Waterproofing (PDF)
- **#b:** Bid052 Bid Tabulation (PDF)
- **#c:** Bid052 Revised Bid Tabulation (PDF)
- **#d:** BIR form for Watertight Systems, Inc. (PDF)

- #f: Location Map (PDF)

CONTRACT

City of Columbia, South Carolina

Washington Square Exterior Waterproofing

Bid#052-18-19-DS

This Contract is made by and between City of Columbia, South Carolina, hereinafter called Owner, and Watertight Systems, Inc., with legal address and principal place of business at 360 Riverchase Way, Lexington, SC 29072, 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 Lyon & Associates, who will act as Engineer in connection with completion of the Work in accordance with the Contract Documents.

ARTICLE 3. CONTRACT TIME.

3.1 The Contract Time shall be **one hundred twenty (120)** consecutive calendar days from the said date of commencement as defined in the Notice to Proceed (NTP) to substantial completion and an additional **thirty (30)** consecutive calendar days to final completion for a total construction time of **one hundred fifty (150)** consecutive calendar days from the commencement date as defined in the Notice to Proceed (NTP).

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 **Three Hundred Eighty-Four Thousand, Seven Hundred Ninety-Five Dollars and Zero Cents (\$384,795.00)**.

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 Fifty Dollars (\$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 To 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 of the City of Columbia's Engineering Regulations.

9.2.7 Technical Specifications (as listed in the Table of Contents).

9.2.8 Drawings, numbered 1 through 5, inclusive and dated **February 6, 2018**.

9.2.9 Addenda numbers 1 through 2 inclusive.

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

ARTICLE 10. TERMINATION

The City May terminate this contract at any time upon any of the following grounds: 1) Failure by the City to appropriate funds in its budget to pay the respondent for the requested service; 2) The respondent fails to perform any of the services required in this contract, and does not correct such deficiency within fifteen (15) days after having been notified of such deficiency by the City; 3) Force majeure; 4) Upon expiration of the term of the agreement; 5) By mutual agreement; and 6) For the convenience of the City, at the City's discretion, for any reason whatsoever deemed to be in the best interests of the City.

In the event that the contract is wrongfully terminated under any of the other grounds enumerated herein, termination shall be treated as a termination for convenience. If the contract is terminated for convenience, or wrongfully terminated upon any of the other grounds enumerated herein, the Contractor shall be entitled to payment as follows: the actual cost of the work completed in conformity with the agreement plus ten percent (10%) for overhead and profit.

There shall be deducted from such sums as provided in this subparagraph the amount of any payments made to the Contractor prior to the date of termination of the agreement. The Contractor shall not be entitled to any claim against the City for any additional compensation or damages in the event of such termination and payment.

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

Watertight Systems, Inc

BY



(CORPORATE SEAL)

Attest,



Address for giving notices:

Watertight Systems, IncPo Box 11625Lexington, SC 29071

Date:

07-31-19

Owner

City of Columbia, SC

BY

Teresa Wilson, City Manager

(CORPORATE SEAL)

Attest

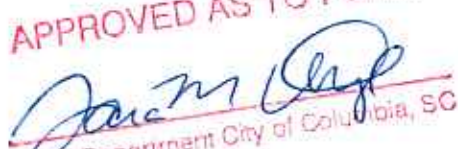
Address for giving notices:

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

Date:

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

APPROVED AS TO FORM



Legal Department City of Columbia, SC

Event Number	Bid#052-18-19-DS Addendum 2	Organization	City of Columbia, SC
Event Title	Washington Square Exterior Waterproofing	Workgroup	Purchasing
Event Description	Pre Bid Conference will be held on April 23,	Event Owner	Debbie Scott
Event Type	IFBs	Email	dlscott@columbiasc.net
Issue Date	4/10/2019 02:30:01 PM (ET)	Phone	
Close Date	5/9/2019 10:00:00 AM (ET)	Fax	

Responding Supplier	City	State	Response Submitted	Lines Responded	Response Total
Southern Preservation Systems	Snellville	GA	5/9/2019 09:54:11 AM (ET)	1	\$330,662.00
Watertight Systems, Inc.	Lexington	SC	5/9/2019 08:31:06 AM (ET)	1	\$367,545.00

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

Event Number	Bid#052-18-19-DS Addendum 2	Organization	City of Columbia, SC
Event Title	Washington Square Exterior Waterproofing	Workgroup	Purchasing
Event Description	Pre Bid Conference will be held on April 23,	Event Owner	Debbie Scott
Event Type	IFBs	Email	dlscott@columbiasc.net
Issue Date	4/10/2019 02:30:01 PM (ET)	Phone	
Close Date	5/9/2019 10:00:00 AM (ET)	Fax	

Responding Supplier	City	State	Response Submitted	Lines Responded	Response Total
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Watertight Systems, Inc.	Lexington	SC	5/9/2019 08:31:06 AM (ET)	1	\$367,545.00

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

See below for the reasoning of why we did not award to the apparent low bidder:

The apparent low bidder, Southern Preservation Systems of Snellville, GA, was not licensed in South Carolina and therefore was considered non-responsible. This was confirmed by our legal department. We then moved forward with an award to Watertight Systems, Inc. of Lexington, SC, the next lowest bidder. The amount shown on this bid tabulation is the base bid for each bidder.

There was also an Alternate item on the bid form for sign removal on the Washington Square Building. The respective bids for the alternate item were:

\$25,200.00 for Southern Preservation Systems making their total for the base bid and the alternate \$355,862.00.

\$17,250.00 for Watertight Systems, Inc. making their total for the base bid and the alternate \$384,795.00.

Business Information Record

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 - "NO LINE STRIKE THROUGH"

Business Name & Address	Contact Name & Telephone	Services and / or Materials Provided	Cost of Services and / or Material (\$ Value)	Percentage of Total Contract	MBE, WBE, SBE, DBE, LBE (indicate all that apply)	Is your Business CDBE Approved? Yes or No
				%		
				%		
				%		
				%		
				%		

TOTAL: \$ _____

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

Business Name:

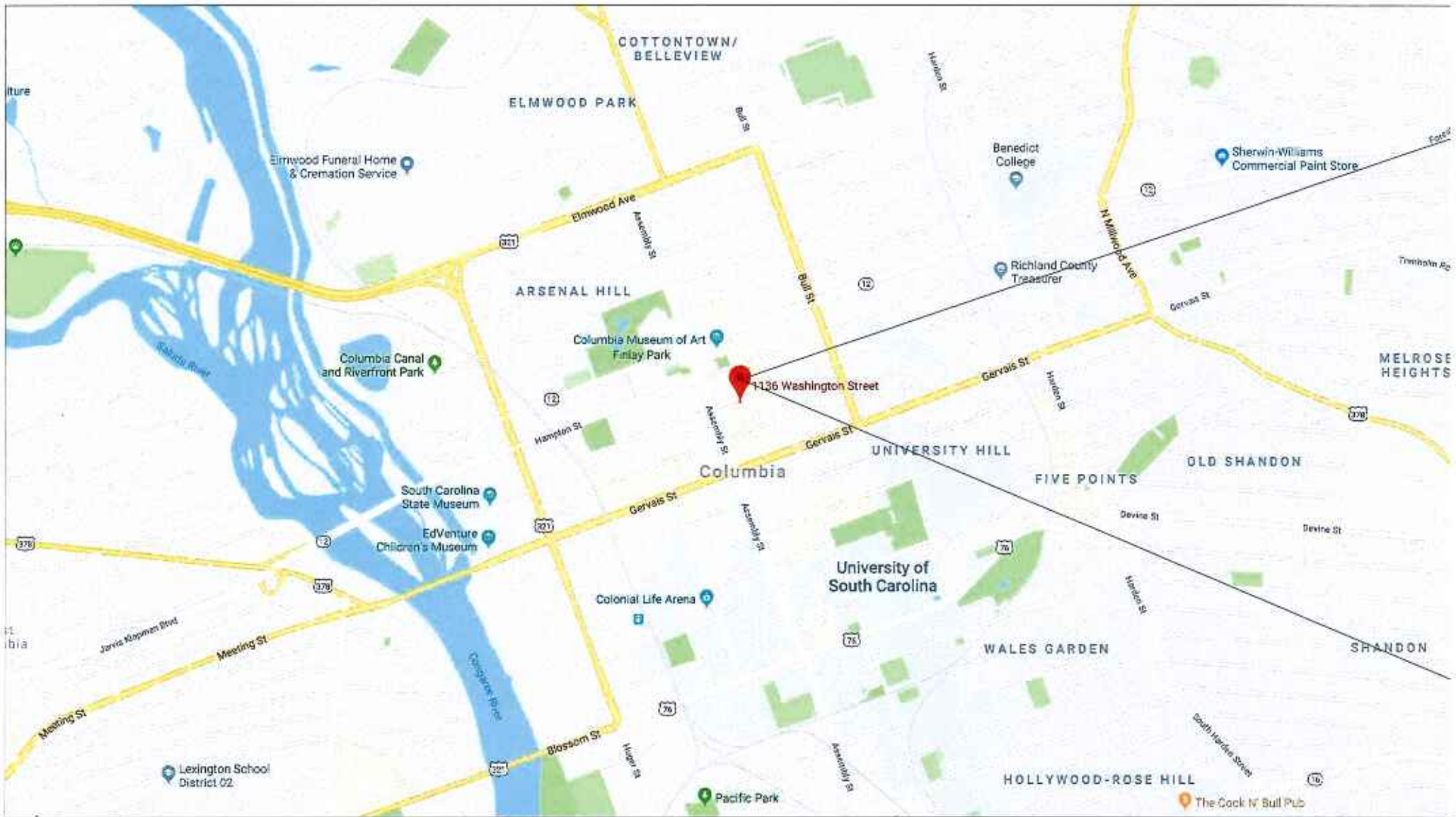
Watertight Systems, Inc.

Representative Name / Title:

[Signature]

Date:

05.08.2019





We Are Columbia

MEETING DATE: August 20, 2019

DEPARTMENT: Legal Department

FROM: Shari Ardis, Legal Office Manager

SUBJECT: Ordinance No.: 2019-043 Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 23, Utilities and Engineering, Article I, In General Sec. 23-1 Civil penalties for violations related to wastewater collection and treatment or water treatment and distribution; Article IV, Wastewater Service

PURPOSE: First reading approval was given on August 6, 2019.

FUNDING SOURCE & ORIGINAL BUDGET:

FOCUS AREAS: Connecting Our Community, Enhancing Columbia's Neighborhoods, Innovative & High Quality Municipal Services

ATTACHMENTS:

- **#a:** 2019-043 amend Sec. 23-1 Civil penalties for violations & Article IV Wastewater Service (PDF)

HISTORY:

08/06/19

Columbia City Council

APPROVED ON FIRST READING.

ORDINANCE NO.: 2019-043

Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 23, Utilities and Engineering, Article I, In General Sec. 23-1 Civil penalties for violations related to wastewater collection and treatment or water treatment and distribution; Article IV, Wastewater Service

BE IT ORDAINED by the Mayor and Council this ____ day of _____, 2019, that the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 23, Utilities and Engineering, Article I, In General Sec. 23-1 Civil penalties for violations related to wastewater collection and treatment or water treatment and distribution; Article IV, Wastewater Service, are amended to read as follows:

ARTICLE I. IN GENERAL.

Sec. 23-1. Civil penalties for violations related to wastewater collection and treatment or water treatment and distribution Rule to show cause on civil penalties and hearings on administrative orders.

(a) Order Rule to show cause. Whenever the city manager shall have reasonable information that any person has violated any ordinance or regulation of the city relating to wastewater collection and treatment or water treatment and distribution, or that such person has violated any permit, permit condition or final determination of the city as required by state or federal law, he shall may issue a rule to show cause requiring the person to appear and show cause why civil penalties should not be imposed. A notice of the hearing shall be served at least ten (10) days prior to the hearing. If mailed, service of the notice is effective upon mailing.

(b) Hearing on administrative orders. Any person who has been issued an administrative order under this Chapter 23 may request a hearing by filing a request for hearing within fifteen calendar days of the date of issuance of the administrative order. The request shall be filed with the city clerk and shall include reference to the administrative order and the reasons for the request for a hearing.

(bc) Hearing officers; determination of penalties. The city council shall from time to time designate by resolution hearing officers who shall conduct hearings and make determinations upon those matters identified in rules to show cause or administrative orders issued in accordance with this section. The Chapter 23. For a rule to show cause, the hearing officer in each case shall determine whether penalties shall be imposed, and the amount of such penalties, subject to the limitations contained in S.C. Code 1976, § 6-11-285.

(ed) Hearing procedures. Hearing The hearing procedures shall be, to the extent practically possible, conducted in accordance with the following procedures: contained in regulation 61-72 of the state department of health and environmental control.

The hearing shall be conducted within 60 days of the filing of a rule to show cause or a request for review of an administrative order; provided, however, that a hearing shall be conducted for review of a cease and desist order or an administrative order for revocation of a permit within 15 days of filing a request for review with the city clerk;

The hearing officer shall observe the rules of evidence as applied in civil cases in the court of common pleas;

All testimony shall be taken under oath and all parties shall have the right to cross-examination of the witness;

The hearing shall be recorded by a certified court reporter and may be transcribed at the request of any party at the expense of the requesting party.

The party requesting review of an administrative order shall bear the burden of proof to establish matters by a preponderance of the evidence, and the city shall bear the burden of proof in a rule to show case for the imposition of penalties;

The party having the burden of proof shall present its case first;

The hearing office shall issue a written decision on the matters identified in the rule to show cause or administrative order with 30 days of the hearing;

A rule to show cause or request for review of an administrative order may be amended only by leave of the hearing officer;

Service of a rule to show cause, administrative order, request for review of an administrative, notice of hearing, and decision of the hearing officer under this section shall be by personal delivery or by first-class mail.

The city may promulgate regulations to establish hearing procedures not otherwise established in this section.

(e) The decision of a hearing officer under this section may be appealed to court of common pleas for Richland County as provided by law.

ARTICLE IV. WASTEWATER SERVICE

Sec. 23-101. Definitions.

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Approving authority means the city engineer or his duly authorized representative. When the application to discharge involves industrial waste, the permit must be approved by the approving authority and the director of the utilities or his representative.

Authorized representative of an industrial user means:

(1) A responsible corporate officer if the industrial user submitting the reports required by paragraph 23-105(n) of this section is a corporation. For the purpose of this paragraph, a responsible corporate officer means:

(i) a president, secretary, treasurer, or vice-president of the corporation in charge of a principal business function, or any person who performs similar policy- or decision-making functions for the corporation, or

(ii) the manager of one or more manufacturing, production, or operating facilities, provided the manager is authorized to make management decisions that govern the operation of the regulated facility including having the explicit or implicit duty of making major capital investment recommendations, and initiate and direct other comprehensive measures to assure long-term environmental compliance with environmental laws and regulations; can ensure that the necessary systems are established or actions taken to gather complete and accurate information for control mechanism requirements; and where authority to sign documents has been assigned or delegated to the manager in accordance with corporate procedures.

(2) a general partner or proprietor if the industrial user is a partnership or sole proprietorship, respectively; or

(3) a duly authorized representative of the individual designated in subparagraph (1) or (2) above if:

(i) The authorization is made in writing by the individual described in (1) or (2);

(ii) The authorization specifies either an individual or a position having responsibility for the overall operation of the facility from which the industrial discharge originates, such as the position of plant manager, operator of a well, or well field superintendent, or a position of equivalent responsibility, or having overall responsibility for environmental matters for the company; and

(iii) The written authority is submitted to the control authority.

(4) If an authorization under subparagraph (3) of this section is no longer accurate because a different individual or position has responsibility for the overall operations of the facility, or overall responsibility for environmental matters for the company, a new authorization satisfying the requirements of subparagraph (3) of this section must be submitted to the control authority prior to or together with any reports to be signed by an authorized representative.

BOD means the quantity of oxygen utilized in the biochemical oxidation of organic matter under standard laboratory procedure in five days at 20 degrees Celsius, expressed in milligrams per liter, in accordance with testing methods established under 40 CFR Part 136.

Best management practices or BMPs means schedules of activities, prohibitions of practices, maintenance procedures, and other management practices to implement the prohibitions listed in S.C. Reg. 61-9.403.5(a)(1) and (b). BMPs also include treatment requirements, operating procedures, and practices to control plant site runoff, spillage or leaks, sludge or waste disposal, or drainage from raw materials storage.

Color means the color of the light transmitted by the waste solution after removing the suspended material, including the pseudo-colloidal particles.

Control authority means the director of utilities or his duly authorized representative.

Day means a calendar day. Computation of time shall be in accordance with section 1-2.

Domestic waste means that liquid from bathrooms, shower rooms, toilet rooms, sinks, kitchens, laundry facilities located in residences, apartments, hotels, motels, restaurants, cafeterias, office buildings, schools and commercial establishments.

Industrial user or user means any user of the publicly owned treatment works POTW that discharges nondomestic waste.

Industrial discharge means the introduction of pollutants into the POTW from any non-domestic source regulated under Section 307(b), (c), or (d) of the Federal Water Pollution Control Act as amended by the Clean Water Act of 1977 or Section 48-1-90 of the South Carolina Pollution Control Act.

Industrial waste and other pollutants means any of the following: means any waste discharged into the POTW which is not domestic waste.

(1) Liquid wastes, other than domestic wastes, resulting from processes or operations employed in industrial establishments;

(2) Liquid wastes, other than domestic wastes, that are discharged from establishments providing special services; and/or

(3) Contaminated groundwater.

Instantaneous limit means the maximum concentration of a pollutant allowed to be discharged at any time, determined from the analysis of any discrete or composited sample collected, independent of the industrial flow rate and the duration of the sampling event.

Interference means a discharge which, alone or in conjunction with a discharge or discharges from other sources, both:

(1) Inhibits or disrupts the POTW, its treatment processes or operations or its sludge processes, use or disposal;
and

(2) Therefore is a cause of a violation of any requirement of the POTW's NPDES permit (including an increase in the magnitude or duration of a violation) or of the prevention of sewage sludge or disposal in compliance with the following statutory provisions and regulations or permits issued thereunder (or more stringent State or local regulations): Section 405 of the Clean Water Act, the Solid Waste Disposal Act (SWDA) (including title II more commonly referred to as the Resource Conservation and Recovery Act (RCRA), and including State regulations contained in any State sludge management plan prepared pursuant to subtitle D of SWDA), the Clean Air Act, the Toxic Substances Control Act, and the Marine, Research and Sanctuaries Act, and the South Carolina Pollution Control Act.

Local limit means a specific discharge limit developed and enforced by the city on industrial users to implement the general and specific discharge prohibitions listed in S.C. Reg. 61-9.403.5(a)(1) and (b).

Monthly average means the sum of all daily discharges measured during a calendar month divided by the number of daily discharges measured during that month.

National pretreatment standard, pretreatment standard, or standard means any regulation containing pollution discharge limits promulgated by the EPA in accordance with section 307(b) and (c) of the Clean Water Act which applies to industrial users. This term includes local limits established pursuant to S.C. Reg. 61-9.403.5.

New source shall mean:

(1) any building, structure, facility, or installation from which there is or may be a discharge of pollutants, the construction of which commenced after the publication of proposed pretreatment standards under section 307(c) of the Clean Water Act that will be applicable to such source if such standards are thereafter promulgated in accordance with that section, provided that:

(i) The building, structure, facility, or installation is constructed at a site at which no other source is located; or
(ii) The building, structure, facility, or installation totally replaces the process or production equipment that causes the discharge of pollutants at an existing source; or
(iii) The production or wastewater generating processes of the building, structure, facility, or installation are substantially independent of an existing source at the same site. In determining whether these are substantially independent, factors such as the extent to which the new facility is integrated with the existing plant and the extent to which the new facility is engaged in the same general type of activity as the existing source should be considered;

(2) Construction on a site at which an existing source is located results in a modification rather than a new source if the construction does not create a new building, structure, facility, or installation meeting the criteria of Section 1(ii) or 1(iii) of this section, but otherwise alters, replaces, or adds to existing process or production equipment.

(3) Construction of a new source as defined under this section has commenced if the owner or operator has:

(i) Begun, or caused to begin, as part of a continuous onsite construction program:
(A) Any placement, assembly, or installation of facilities or equipment; or
(B) Significant site preparation work including clearing, excavation or removal of existing buildings, structures, or facilities which is necessary for the placement, assembly, or installation of new source facilities or equipment; or
(ii) Entered into a binding contractual obligation for the purchase of facilities or equipment which are intended to be used in its operation within a reasonable time. Options to purchase or contracts which can be terminated or modified without substantial loss, and contracts for feasibility, engineering, and design studies do not constitute a contractual obligation under this paragraph.

Normal waste means that waste having a BOD (~~denoting biochemical oxygen demand~~) concentration of 200 milligrams per liter or less, and suspended solids concentration of 200 milligrams per liter or less.

Pass through means a discharge which exits the POTW into water of the State or of the United States in quantities or concentrations which, alone or in conjunction with a discharge or discharges from other sources, is a cause of violation of any requirement of the POTW's NPDES permit (including an increase in the magnitude or duration of a violation).

Person means any individual, firm, company, association, corporation, or municipal corporation other than the city.

pH means the logarithm of the reciprocal of the weight of hydrogen ions in grams per liter of solution. The stabilized pH of waste will be considered to be a pH which is within the specified pH limits after a sample of the waste has been subjected to aeration.

Properly shredded waste means the organic wastes resulting from the preparation, cooking and dispensing of foods that have been shredded to such degree that all particles will be carried freely under the flow conditions normally prevailing in public sewers, with no particle being greater than one-half inch in any dimension.

Receiving stream and waters of the state mean all streams, lakes, ponds, marshes, watercourses, waterways, wells, springs, reservoirs, aquifers, irrigation systems, drainage systems and other bodies or accumulations of water, surface or underground, natural or artificial, public or private, which are contained within, flow through, or border upon the state or any portion thereof and which receive the discharge from a wastewater treatment plant or are formed by the effluent from a wastewater treatment plant.

Sanitary sewer means a sewer intended to receive domestic waste, industrial waste and other waterborne pollutants, except that of the type expressly prohibited by this article.

Sanitary sewerage system or POTW means all or any part of the lateral sewers, collecting sewers, district sewers, intercepting sewers, wastewater pumping stations, waste treatment facilities and outfall sewers owned by the city and/or administered by the city.

Significant industrial user means:

- (1) ~~Except as provided in subsection (3) and (4) below, any industrial user subject to national categorical pretreatment standards, or any noncategorical industrial user which; or~~
- (2) ~~Except as provided in subsection (3) and (4) below, any other industrial user which:~~
 - (4-i) ~~Discharges an average 25,000 gallons per day or more of process wastewater (excluding sanitary, noncontact cooling and boiler blowdown wastewaters); or~~
 - (2-ii) ~~Contributes a process wastewater which makes up five percent or more of the average dry weather hydraulic or organic capacity (BOD, TSS, etc.) of the treatment facilities; or~~
 - (3-iii) ~~Has a reasonable potential in the opinion of the approving control authority to adversely affect the treatment facilities (inhibition, pass-through of pollutants, sludge contamination or endangerment of treatment personnel) operation of the POTW or to violate any pretreatment standard or requirement (in accordance with S.C. Reg. 61-9.403.8(f)(6)).~~
- (3) ~~The control authority may determine that an industrial user subject to categorical pretreatment standards under S.C. Reg. 61-9.403.6 and 40 CFR chapter I, subchapter N is a non-significant categorical industrial user rather than a significant industrial user on a finding that the industrial user never discharges more than 100 gallons per day (gpd) of total categorical wastewater (excluding sanitary, non-contact cooling and boiler blowdown wastewater, unless specifically included in the pretreatment standard) and the following conditions are met:~~
 - (i) ~~The industrial user, prior to the control authority's finding, has consistently complied with all applicable categorical pretreatment standards and requirements;~~
 - (ii) ~~The industrial user annually submits the certification statement required in S.C. Reg. 61-9.403.12(q) together with any additional information necessary to support the certification statement; and~~
 - (iii) ~~The industrial user never discharges any untreated, concentrated wastewater.~~
- (4) ~~Upon a finding that an industrial user meeting the criteria in the paragraph above has no reasonable potential for adversely affecting the POTW's operation or for violating any pretreatment standard or requirement, the control authority may at any time, on its own initiative or in response to a petition received from an industrial user, and in accordance with S.C. Reg. 61-9.403.8(f)(6), determine that such industrial user is not a significant industrial user.~~

Significant noncompliance means any of the following:

- (1) ~~Chronic violations of discharge limits in which 66 sixty-six percent or more of the measurements exceed taken for the same daily maximum limit or the same average limit in a six-month pollutant parameter during a six (6) month period exceed (by any magnitude of exceedance) a numeric pretreatment standard or requirement (as defined by S.C. Reg. 61-9.403.3), including instantaneous limits;~~
- (2) ~~Technical review criteria violations in which 33 thirty-three percent or more of the measurements exceed the same daily maximum limit or the same average limit by more than 1.4 or 40 percent for conventional pollutants (taken for the same pollutant parameter during a six (6) month period equal or exceed the product of the numeric pretreatment standard or requirement (as defined by S.C. Reg. 61-9.403.3), including instantaneous limits, multiplied by the applicable TRC (TRC=1.4 for BOD, TSS, and fats, oil, and grease) or more than, and 1.2 or 20 percent for all other pollutants, in a six-month period except pH);~~
- (3) ~~Any other violation of an effluent limit (average or a pretreatment standard (daily maximum, long-term average, instantaneous limit, or narrative standard) that the control authority believes/determines has caused, alone or in combination with other discharges, interference (e.g., slug loads) or pass through or endangered (including endangering the health of sewage treatment city personnel or the public);~~
- (4) ~~Any discharge of a public pollutant which that has caused imminent endangerment to human health or welfare or to the environment and/or has resulted in action by the approving the POTW's exercise of its emergency authority under S.C. Reg. 61-9.403.8(f)(1)(vi)(B) to halt or prevent such a discharge;~~
- (5) ~~Violations of Failure to meet, within 90 days after the schedule date, a compliance schedule milestones/milestone contained in a local control mechanism or enforcement order for starting construction, completing construction and, or attaining final compliance by 90 days or more after the schedule date;~~

(6) Failure to provide, within 45 days after the due date, required reports for ~~compliance schedules, self-monitoring data or categorical standards (such as baseline monitoring reports, 90-day compliance reports and, periodic self-monitoring reports, and reports on compliance with compliance schedules)~~ within 30 days from the due date;

(7) Failure to accurately report noncompliance; or

(8) Any other violation or group of violations ~~which the approving authority considers to be significant, which may include a violation of best management practices, which the control authority determines will adversely affect the operation or implementation of the local pretreatment program.~~

Slug load or slug discharge means any discharge at a flow rate or concentration, which could cause a violation of the prohibited discharge standards in Section 23-102 of this article. A slug discharge is any discharge of a non-routine, episodic nature, including but not limited to an accidental spill or a non-customary batch discharge, which has a reasonable potential to cause interference or pass through, or in any other way violate the POTW's regulations, local limits or industrial user permit conditions.

Strength of waste means the concentration, expressed in milligrams per liter of BOD, suspended solids or compounds (substances) contained in the liquid waste.

Suspended solids means solids that either float on the surface of or are suspended in water or liquid waste, and which are removable by laboratory filtration.

Testing methods shall be as described in 40 CFR 136 and amendments thereto.

Unpolluted water or waste means any water or waste containing none of the following: free or emulsified grease or oil; acids or ~~alkalies~~ alkalines; phenols or other substances imparting taste and odor in receiving waters; toxic or poisonous substances in suspension, colloidal state or solution; and noxious or odorous gases. Unpolluted water or waste shall contain not more than ten milligrams per liter of BOD. Unpolluted water or waste normally shall include:

- (1) The discharge from rain downspouts and drains.
- (2) The discharge from surface water and stormwater drains.
- (3) The discharge from air conditioning systems.
- (4) Cooling waters containing no free or emulsified greases or oils, no acids or alkalies, no phenols or other

substances imparting taste and odor in receiving waters, no toxic or poisonous substances (whether in suspension, in colloidal state or in solution), and no noxious or odorous gases.

Unpolluted water or waste shall also mean any water or waste judged by the ~~bureau of water pollution control of the state~~ South Carolina Department of Health and Environmental Control (SCDHEC) to be admissible to streams and watercourses under the jurisdiction of ~~the bureau of water pollution control of the state~~ SCDHEC, and in accordance with the standard of water quality established by ~~the state department of health and environmental control~~ SCDHEC for the particular stream or watercourse into which such unpolluted water or waste is to be discharged.

Sec. 23-102. Prohibited discharges.

(a) No person shall discharge or cause to be discharged into any portion of the sanitary sewerage system, directly or indirectly, any waste which may violate any law or governmental regulation, may create interference or pass through, or have an adverse or harmful effect on the sanitary sewerage system, maintenance personnel, wastewater treatment plant personnel or equipment, treatment plant effluent quality, or public or private property, or which may otherwise endanger the public or the local environment or create a nuisance. Discharges of the following are prohibited:

(1) Any gasoline, benzene, naphtha, acetone, solvent or fuel oil or any liquid, solid or gas that would cause flammable or explosive conditions, including but not limited to waste streams with a closed cup flashpoint of less than 140 degrees Fahrenheit (60 degrees Celsius) using test methods specified in 40 CFR 261.21.

(2) Any quantities of rainwater, stormwater, groundwater, street drainage, water from yard fountains, ponds or lawn sprays, or any other unpolluted water, except as provided in this article.

(3) Any water added for the purpose of diluting wastes which would otherwise exceed applicable maximum concentration limitations for any wastewater constituent.

(4) Any wastes containing dissolved sulfides in amounts which would be hazardous, cause damage to the sanitary sewerage system, or create a public nuisance.

(5) Any waste, liquid or vapor having a temperature higher than 150 degrees Fahrenheit (65 degrees Celsius).

(6) Any waste that will increase the temperature of the treatment plant influent to greater than 104 degrees Fahrenheit (40 degrees Celsius).

(7) Any wastes requiring the introduction of an excessive quantity of chlorine or any other chemical compound for sewage treatment purposes which has potential to adversely affect the operation of the POTW or cause a violation of any requirement of the POTW's NPDES permit.

(8) Any quantities of deionized water, steam condensate or distilled water.

(9) Any waste producing discoloration of wastewater or treatment plant effluent.

- (10) Any waste containing substances that may precipitate, solidify or become viscous at temperatures between 50 degrees Fahrenheit (ten degrees Celsius) and 100 degrees Fahrenheit (38 degrees Celsius).
- (11) Any quantities of garbage or waste that are not ground sufficiently to pass through a one-half-inch screen.
- (12) Any quantity of blow-down or bleed water from cooling towers or other evaporative coolers exceeding one-third of the makeup water.
- (13) Any quantity of single pass cooling water, surface water, roof runoff and subsurface drainage unless specifically authorized by the control authority.
- (14) Recognizable portions of the human anatomy.
- (15) Any water or waste containing more than 100 milligrams per liter of fat, oil or grease, ~~exclusive of soap or any amount of petroleum oil, nonbiodegradable cutting oil or products of mineral oil origin that will interfere with or pass through the waste treatment facilities.~~
- (16) Any waste that has not been properly shredded.
- (17) Any ashes, cinders, sand, mud, straw, shavings, lint, glass, rags, metals, feathers, tar, plastics, wood, paunch manure, insulation materials, fibers of any kind, stock or poultry feeds, processed ~~grains~~, viscera or other solid or viscous substance capable of causing obstruction to flow in sewers or interference with proper operation of waste treatment facilities.
- (18) Any waters or wastes having a stabilized pH lower than 6.0 or higher than 9.0, or having properties capable of either causing damage or creating a hazard to structures, equipment and ~~personnel~~ of the sanitary sewerage system and waste treatment facilities.
- (19) Any waters or wastes having a BOD concentration in excess of 300 milligrams per liter, except as provided in this article.
- (20) Any waters or wastes having a suspended solids concentration in excess of 300 milligrams per liter, except as provided in this article.
- (21) Any waters or wastes containing contaminants, including oxygen-demanding pollutants, of such character or in such quantity as will not be amenable to the waste treatment processes, or will injure or interfere with the waste treatment processes, or will constitute a hazard to humans or animals, or will create a hazard in the stream or watercourse receiving the effluent from the waste treatment plant.
- (22) Any waters or wastes containing suspended solids of such character and quantity that unusual attention or expense is required in the handling or treatment of such waste materials at the waste treatment plant.
- (23) Any noxious or malodorous gas or substance capable of creating a public nuisance, or any substance or compound which, when introduced into a reducing environment such as might exist in the sanitary sewerage system, might cause the evolution of a malodorous gas and thereby create a public nuisance.
- (24) Any pollutant which could result in the presence of toxic gases, vapors or fumes within the sanitary sewerage system in a quantity that may cause acute worker health and

Sec. 23-103. Discharge of industrial waste.

(a) *Generally.* It is the desire and intent of the city to cooperate with industry in the effort to improve quality, prevent impairment of quality, or maintain quality of streams in the Columbia area in accordance with water quality standards established by the state department of health and environmental control ~~SCDHEC~~ for the various streams and watercourses in the Columbia area. To this end, the city may permit the discharge of industrial waste into the sanitary sewerage system provided that:

- (1) Sewerage capacity is available on a basis compatible with the best overall use of the sewer;
- (2) The waste being discharged or proposed to be discharged is amenable to treatment by the processes employed in the ~~wastewater~~ treatment plants of the city;
- (3) The waste being discharged or proposed to be discharged will not cause damage to the sanitary sewerage system and/or ~~wastewater~~ treatment facilities, and will not constitute a hazard to humans and animals or be capable of creating a public nuisance;
- (4) The concentration of substances, compounds and elements in the waste being discharged or proposed to be discharged does not exceed the limits established by the city or federal pretreatment standards; and
- (5) Any person now discharging or proposing to discharge waste shall fully comply with this article.

Applications for permits to discharge industrial waste into the sanitary sewerage system of the city will be reviewed by the ~~approving~~ control authority on this basis.

(b) *Required information.* Any person discharging or any person desiring to discharge industrial waste into the sanitary sewerage system shall submit with his application to the ~~approving~~ control authority a complete chemical analysis of the waste being discharged or proposed to be discharged, including concentrations of BOD and suspended solids contained therein. Such person shall also submit pertinent flow data, including rates and duration, and a description of ~~his~~ their operations, and a ~~wastewater~~ stream schematic. Should the waste from such person's operations be deemed to be ~~inadmissible~~ unsuitable for discharge into the sanitary sewerage system because of objectionable character as defined by this article, because of concentration of elements or substances in excess of the limits established by the ~~approving~~ control authority, or because of flow characteristics incompatible with the best use of the receiving sewer, the ~~approving~~ control authority will not approve the discharge of such waste into the sanitary sewerage system until such person has employed, at his own expense, methods and processes of pretreatment as will render the waste ~~admissible~~ suitable for discharge to the sanitary sewerage system in accordance with this article.

(c) Criteria for approval. The ~~approving control~~ authority will not specify, suggest or recommend equipment, structures or arrangements comprising the pretreatment processes. Approval of discharge of industrial waste by any person will be given only on the basis of performance of pretreatment processes (if pretreatment should be required). Approval given to any person for discharge of industrial waste, whether pretreated or not, into the sanitary sewerage system shall in no ~~wise way~~ relieve such person of the responsibility of full compliance with this article at all times.

(d) Flow equalization. To effectively utilize the capacity of the sanitary sewerage system and to facilitate operation of the ~~wastewater~~ treatment facilities, it may be desirable that discharge of industrial waste into the sanitary sewerage system be done at a uniform rate of flow over a period of 24 hours or by bulk discharge at specific periods of time. In order to accomplish this purpose, any person discharging or proposing to discharge industrial waste into the sanitary sewerage system shall provide, at his own expense, a holding tank from which such waste shall be discharged at a specified rate of flow over a 24-hour period. This requirement may be waived provided that:

- (1) The total daily waste flow from the establishment of such person ~~does~~ not exceed 50,000 gallons;
- (2) The maximum rate of discharge from the establishment ~~does not~~ exceed 100 gallons per minute; and
- (3) In all other respects, the discharge of such waste is in full compliance with this article.

(e) Holding tank wastes. Any person proposing to discharge any ~~holding tank~~ industrial wastes into the sanitary sewerage system must secure a permit in accordance with this article. A ~~separate~~ permit must be ~~secured~~ for each separate discharge unless it can be demonstrated that the wastewater is routinely produced and is of such quantity and quality as to be in compliance with the permit. It shall be the responsibility of the owner of the holding tank or other similar facility to secure the permit from the city.

(f) Septic tank trucks. Owners of septic tank trucks or of ~~other~~ methods of transportation utilized in the conveyance of wastes into the sanitary sewerage system, or their lessees, shall also secure a permit. The terms and conditions of the permit may include but shall not be limited to the following:

- (1) Maximum permissible composite concentration of ~~wastewater~~ constituents.
- (2) Limits on rate and time of discharge or requirements for flow regulation.
- (3) Requirements for inspection and sampling.
- (4) Requirements for recording, maintaining and reporting information concerning the origin of each tank truck load, and identification of industrial contributors to the load by permit number.
- (5) Prohibition of discharge of certain wastewater constituents.
- (6) Other conditions as deemed appropriate by the ~~approving control~~ authority to ensure compliance with this article.

(g) General guidelines. As stated in this section, the discharge of any industrial waste or pollutant by any person shall be considered to be an ~~individual problem, and event unique to that person, and an~~ individual application shall be made by any person discharging or proposing to discharge any industrial waste or pollutant into the sanitary sewerage system. For the general information of those persons discharging or proposing to discharge any industrial waste or pollutant into the sanitary sewerage system, the standards as set forth in this subsection shall apply to such discharge. All requirements as set forth under section 23-102 shall also be applicable, except as extended or ~~amplified~~ modified in this section.

(1) Packinghouse waste. All hair, bristle, hides or parts of hides, bones, animal parts, paunch manure, viscera, grease (in excess of the concentration specified under section 23-102), stock feeds, grit, sand and straw shall be removed prior to discharge.

(2) Poultry processing waste. All feathers, parts of birds, bones, grit, sand, poultry feeds, viscera and grease (in excess of the concentration specified under section 23-102) shall be removed prior to discharge.

(3) Textile wastes. All lint, thread, pieces of cloth, latex and yarn shall be removed prior to discharge. Kiering and acid boiling wastes shall be cooled, neutralized and stabilized ~~with~~ into comply with the limits specified in this article. Bleachery wastes shall be cooled, neutralized and stabilized ~~with~~ into comply with the limits specified in this article. Sulfur dyeing wastes shall not be ~~admitted~~ discharged to the sanitary sewerage system. ~~Admission~~ Discharge of other dyeing wastes will be considered as specific problems are presented on a case-by-case basis.

(4) BOD. Concentration of BOD in the waste in excess of 300 milligrams per liter shall be subject to charges set forth in section 23-108, and concentration in excess of 500 milligrams per liter shall be subject to further review before approval by the ~~approving control~~ authority.

(5) Suspended solids. Concentration of suspended solids in the waste in excess of 300 milligrams per liter shall be subject to charges set forth in section 23-108, and concentration in excess of 500 milligrams per liter shall be subject to further review before approval by the ~~approving control~~ authority.

(6) Dissolved solids. Allowable concentrations of dissolved solids shall be based on evaluation of industrial allocation and shall be determined by the ~~approving control~~ authority on a case-by-case basis.

(7) Ceramic glazing wastes. Ceramic glazing wastes shall not be discharged into the sanitary sewerage system.

(8) Lime, alum and calcium ~~sulphate~~ sulfate sludges. Lime, alum and calcium ~~sulphate~~ sulfate sludges shall not be discharged into the sanitary sewerage system; provided, however, sludges generated by operations of water treatment plants owned

and operated by governmental entities may be discharged subject to quantity limitations and permit conditions deemed appropriate by the approving control authority.

(9) **Toxic materials.** Any wastewater containing toxic pollutants in sufficient quantity, either singly or by interaction with other pollutants, to injure or interfere with any wastewater treatment process, constitute a hazard to humans or animals, create a toxic effect in the receiving water of the sanitary sewerage system, or exceed the limitations ~~set forth in table 1 of established pursuant to~~ section 23-104 shall be precipitated and removed from the waste flow prior to discharge to the sanitary sewerage system. Waste containing hexavalent chromium shall have chromium reduced to the trivalent state or further prior to discharge ~~and shall not exceed the limitation set forth in table 1.~~ Any discharge of hexavalent chromium is prohibited per section 23-102(a).

(10) ~~**Phenol.** Waste containing phenolics in excess of 500 milligrams per liter will not be permitted.~~

(11) ~~**Pyridine.** Concentration of pyridine in the waste received at the waste treatment facilities of the city shall not exceed 0.50 milligrams per liter by weight. Quantity of pyridine in any waste discharged by any person shall be regulated at the source, when and if required by the approving authority, so as to prevent the concentration of pyridine in the waste received at the waste treatment facilities of the city from exceeding 0.50 milligrams per liter by weight.~~

(12) ~~**Organotins.** Monobutyltin, dibutyltin, tributyltin, tetrabutyltin or any of the octyl tin group shall not be discharged into the sanitary sewer system.~~

The omission of any particular waste from the standards outlined in this subsection does not imply that discharge of such waste to the sanitary sewerage system will be permitted. Any liquid waste of peculiar character and volume, or of toxic or unusual nature, shall be subject to review by the approving control authority and to standards deemed applicable by the approving control authority.

(h) **Measurement of volume.** The volume or quantity of industrial waste discharged by any person into the sanitary sewerage system shall be measured by one or more of the following methods:

(1) If the volume of water used by any person in his industrial or process operations is substantially the same as the volume purchased from the municipal waterworks system, then the volume of water purchased shall be considered to be the volume of waste discharged.

(2) If, in the establishment of any person discharging industrial waste into the sanitary sewerage system, a substantial portion of the water purchased from the municipal waterworks system is used for domestic or commercial purposes (resulting in normal waste), for cooling purposes, or for other purposes that do not require the discharge of such used water to the sanitary sewerage system, such person may, at his own expense, install a meter of a design approved by the approving control authority on the waste line from his industrial and/or process operations. The volume of waste flow, as measured through the meter, shall be considered to be the volume of waste discharged to the sanitary sewerage system.

(3) If any person discharging or proposing to discharge industrial waste into the sanitary sewerage system does not secure his entire water supply requirements from the municipal waterworks system, such person shall, at his own expense, install a meter of a design approved by the approving control authority on the waste line from his industrial and/or process operations. The volume of waste flow, as measured through the meter, shall be considered to be the volume of waste discharged to the sanitary sewerage system.

(i) **Construction and maintenance of control manhole.** Any person discharging or proposing to discharge any industrial waste into the sanitary sewerage system shall construct, at his own expense, a control manhole on the waste line from his industrial and/or process operations for the purpose of facilitating observations, measurements and sampling of the industrial waste discharged from such person's establishment. The control manhole shall be constructed in a suitable and satisfactory location downstream from any pretreatment facilities, holding tanks or other approved works, and ahead of the point of discharge of such waste into the sanitary sewerage system. The design of the control manhole shall be in accordance with the requirements of the approving control authority. The control manhole shall be maintained by such person so as to be safe, accessible and in proper operating condition at all times.

(j) **Exemption from requirement for control manhole.** The requirement with respect to construction of a control manhole may be waived provided that:

(1) Total daily waste flow from the establishment of such person does not exceed the equivalent of 25,000 gallons of sanitary waste;

(2) The maximum rate of discharge from the establishment does not exceed 100 gallons per minute;

(3) Access, means and facilities are provided within such person's establishment for the purpose of observing, measuring and sampling the waste flow from such person's establishment; and

(4) The discharge of all such waste from the establishment is, in all other respects, in full compliance with this article.

Sec. 23-104. ~~Maximum allowable concentrations of pollutants~~ Local Limits.

~~Maximum allowable concentrations of pollutants are as follows:~~

TABLE 1. MAXIMUM ALLOWABLE CONCENTRATIONS

Constituent —(mg/l)	Average of Four Consecutive	Maximum for Any One Day (mg/l)
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	Monitoring Days (mg/l)	
Arsenic	0.1	0.1
Barium	10.0	10.0
Boron	20.0	40.0
Cadmium	0.7	1.2
Chromium (trivalent)	1.0	1.5
Chromium (hexavalent)	0.0	0.0
Copper	0.5	0.5
Cyanide	0.5	1.6
Lead	0.4	0.6
Manganese	7.0	10.0
Mercury	0.01	0.02
Nickel	1.0	2.0
Selenium	0.1	0.3
Silver	0.7	1.2
Zinc	2.6	4.2

Local Limits are established in Local Limits for Industrial Discharges of Wastewater (Regulation Part 32).

The maximum allowable headworks loading (MAHL) will be used to determine the maximum allowable industrial loading (MAIL), taking into account the contributions from the domestic sources, applying a safety factor and establishing a reserved capacity load for growth and analytical variability as deemed appropriate in the discretion of the control authority. User-specific limits for appropriate pollutants of concern shall be included in wastewater permits for industrial users based on the control authority's allocation on MAIL on a case-by-case basis depending on the individual industrial user's need for certain loading.

An Industrial Waste Survey (IWS) is required prior to an industrial user discharging wastewater to the sanitary sewerage system, when a request for a renewal is submitted, and when an industrial user makes a change to its waste stream. IWS information will be used to develop user-specific local limits as appropriate to ensure that the POTW's MAHLs are not exceeded for particular pollutants of concern. The control authority may establish local limits as concentration-based, mass-based, or both. All significant industrial users shall install and maintain an accurate flow measuring device at the compliance sampling point. The control authority, in its sole discretion, may require other industrial users to install and maintain an accurate flow measuring device at the compliance sampling point.

On a case-by-case basis, the control authority may, in its sole discretion, develop BMPs, by ordinance or in individual wastewater discharge permits, to implement Local Limits.

The control authority reserves the right to establish limitations and requirements which are more stringent than those required by either State or Federal regulation if deemed necessary to comply with the objectives presented in this ordinance or the general and specific prohibitions in Section 23-102 of this ordinance, as is allowed by S.C. Reg. 61-9.403.4.

Sec. 23-105. Discharge permit required; issuance; conditions.

(a) Permit required. Any person desiring to deposit or discharge any industrial waste or other pollutant into the sanitary sewerage system or any person now discharging any industrial waste or other pollutant into the sanitary sewerage system shall make application to the approving control authority. The approving control authority will approve such application and issue a permit to discharge only when satisfactory evidence is submitted by the applicant to the approving control authority that the discharge of such industrial waste or other ~~pollutant~~ pollutants is in full compliance with this article.

(b) Application. ~~Persons~~ In addition to the requirements and criteria set for in Section 23-103, persons seeking a permit shall complete and file with the approving control authority an application in the form prescribed by the ~~city~~ control authority. The applicant shall submit, where appropriate:

(1) The name, address and telephone number of the applicant and the owner of the premises from which industrial wastes are intended to be discharged.

(2) Daily average volume of wastewater to be discharged.

(3) Schedule of all industrial process waste flows produced before and after pretreatment, if any, at the premises, including the daily volume, and wastewater constituents and characteristics as determined by representative samples and analyses done by a qualified laboratory acceptable to the approving control authority and in accordance with 40 CFR 136 and amendments thereto.

- (4) Estimated time and duration of discharge within a 20 percent tolerance.
- (5) Estimated hourly peak wastewater flow rates, including daily, monthly and seasonal variations within a 20 percent tolerance.
- (6) Site and plumbing plans describing any pretreatment facilities and showing all connections to the sanitary sewerage system.
- (7) A description of activities, facilities and plant processes on the premises, including all process waste materials which are or could be discharged, but excluding proprietary information concerning processes and products.
- (8) Type or classes of products produced.
- (9) The average number of employees and normal hours of work.
- (10) Any other relevant information as may be deemed by the approving control authority to be necessary to evaluate the permit application.

(c) Failure to apply for permit. The responsibility for filing an application for a permit to discharge shall rest upon the person discharging or proposing to discharge industrial waste or other pollutants to the sanitary sewerage system. Should such person fail to file an application for a permit to discharge and should such person then be discharging any industrial waste or other pollutant to the sanitary sewerage system, the approving control authority shall, after 24 hours' notice has been given, cause such person's water service from the public water system to be discontinued, and water service will be restored at such person's expense only after he has complied with the provisions of this article. If such person does not use water exclusively from the public water system, the approving control authority shall, after 24 hours' notice has been given, cause such person's connection to the sanitary sewerage system to be severed, and such connection will be restored at such person's expense only after he has complied with the provisions of this article. The control authority may discontinue water service without providing 24 hours' notice if the control authority determines, in its discretion, that the unpermitted discharge has the potential to cause a substantial interference or pass through or potential to cause damage to the sanitary sewerage system or rapid deterioration of the system structures.

(d) Discharging waste prior to ~~obtaining approval of permit application~~. Should any person discharging or proposing to discharge any industrial waste or other pollutant into the sanitary sewerage system file an application with the approving control authority for a permit to discharge and should such person then be discharging any industrial waste or other pollutant to the sanitary sewerage system, ~~the approving authority shall, after 24 hours' notice has been given, cause such person's water service from the public water system to be discontinued, and water service will be restored at such person's expense only after he has complied with the provisions of this article. If such person does not use water exclusively from the public water system, the approving authority shall, after 24 hours' notice has been given, cause such person's connection to the sanitary sewerage system to be severed, and such connection will be restored at such person's expense only after he has complied with the provisions of this article.~~ prior to the issuance of a permit for the discharge, the control authority may discontinue the person's water service in accordance with subsection (c) herein. The control authority, in its discretion, may authorize discharge of industrial waste into the sanitary sewerage system during the pendency of the permit application pursuant to a corrective action plan under an appropriate enforcement action.

(e) General permits. The control authority may, but is not required to, issue a general permit for any industrial sector which satisfies the criteria in S.C. Reg. 61-9.403.8(f)(iii)(A)(1). Industrial users seeking coverage under a general permit must submit an application in accordance with this section 23-105.

(ef) Compliance with discharge standards. All permit holders shall make wastewater acceptable under the limitations established in this article and in their individual permits before discharging directly or indirectly into any part of the sanitary sewerage system. For existing industrial discharges, an appropriate compliance schedule may be included in the permit.

(fg) Compliance with permit conditions. No permit holder shall discharge industrial wastewaters in excess of the quantity, rate of discharge, or quality conditions specified in the permit. Any person desiring to modify his discharge in a manner which would violate conditions of his permit shall notify the approving control authority in advance of such discharge and shall apply for an amended permit.

(gh) Issuance. The approving control authority will evaluate the data furnished by the applicant and may require additional information. A proposed permit may be issued within 60 days after all data has been furnished to and accepted by the approving control authority. The applicant shall then be allowed a 30-day comment period. Upon the expiration of the comment period, or upon the expiration of 90 days from the date the data has been furnished and accepted, the approving control authority shall issue or deny a permit. A permit may contain appropriate restrictions that are more stringent than requirements and limitations set forth in this article; in such case such restrictions shall apply. Issuance of a permit shall not relieve the ~~discharger/user~~ from complying with all applicable laws, regulations and ordinances promulgated by other government authority, nor shall the issuance of a permit be construed as a representation by the city that the discharge permitted therein complies with all of such laws, regulations and ordinances.

(hi) Restrictions. The restrictions in permits shall be uniformly enforced by the city control authority, and may include but shall not be limited to the following:

- (1) The maximum permissible concentration or mass of wastewater constituents. Permit limits may include nutrient-based limits, such as total phosphorous, total nitrogen, and ammonia nitrogen.
- (2) Limits on rate and time of discharge, or requirements for flow regulation and equalization.
- (3) Requirements for inspection, flow metering and sampling facilities, and alternative sampling methods.
- (4) Pretreatment of industrial wastewater before discharge.
- (5) Provisions for intentional diversion of waste streams from any portion of the pretreatment facility.
- (6) Specifications for monitoring programs, which may include sampling locations, frequency and method of sampling, flow metering, number, types and standards for tests, and reporting schedule.
- (7) Prohibition of discharge of certain wastewater constituents.
- (8) Requirement for submission of periodic discharge reports, to include information concerning volume, rate of flow, constituent concentrations, peak flow rates, hours of operation, number of employees or other information.
- (9) Requirements for the protection of the sanitary sewerage system.
- (10) Other conditions as deemed appropriate by the approving control authority to ensure compliance with this article.

(ij) Term. Permits shall be issued for any specified period of time, not to exceed five years.

(jk) Separate permit required for each connection; required conditions; transfer of permit. A separate permit shall be required for each wastewater connection discharging directly or indirectly into the sanitary sewerage system. For each discharger ~~Each permit must contain effluent limits, including best management practices, based on applicable pretreatment standards and requirements to control slug discharge, if determined by the control authority to be necessary.~~ For each user having multiple connections at a single plant or facility, a single permit shall be required which may set forth specific effluent limitations and conditions for discharge from each separate connection. No permit is transferable.

(kl) Pretreatment facilities. Any facilities required for pretreatment or equalization of wastewater prior to discharge into the sanitary sewerage system shall be provided and maintained at the permit holder's expense. Where pretreatment or equalization of wastewater flows is required by the approving control authority, plans, specifications and other pertinent data or information relating to such pretreatment or flow control facilities shall be filed with the approving control authority prior to the construction thereof. Plans and specifications for industrial pretreatment facilities must also be submitted to the state department of health and environmental control, industrial wastewater division, for review and approval prior to construction. Neither filing of the plans nor the issuance of a permit shall be construed to indicate that the approving control authority in any way vouches for or warrants the capabilities of any such plans, specifications or data in any manner. Subsequent alterations or additions to such pretreatment of flow control facilities shall not be made without prior notice to the approving control authority.

(lm) Surveys. For the purpose of maintaining an accurate, up-to-date industrial user inventory, the city control authority may, at its discretion, require the submittal of a survey questionnaire from any nondomestic ~~discharger~~ user.

(n) Reporting. Sewer users that become subject to new or revised categorical pretreatment standards are required to comply with the following requirements.

(1) Baseline Monitoring Reports

(i) Within either one hundred eighty (180) days after the effective date of a categorical pretreatment standard, or the final administrative decision on a category determination under S.C. Reg. 61-9.403.6(a)(4), whichever is later, existing categorical industrial users currently discharging to or scheduled to discharge to the POTW shall submit to the control authority a report which contains the information listed in paragraph ii, below. At least ninety (90) days prior to commencement of their discharge, new sources, and sources that become categorical industrial users subsequent to the promulgation of an applicable categorical standard, shall submit to the control authority a report which contains the information listed in paragraph (ii), below. A new source shall report the method of pretreatment it intends to use to meet applicable categorical standards. A new source also shall give estimates of its anticipated flow and quantity of pollutants to be discharged.

(ii) Industrial users described above shall submit the information set forth below.

1. Identifying information. The user shall submit the name and address of the facility including the name of the operator and owners;

2. Permits. The user shall submit a list of any environmental control permits held by or for the facility;

3. Description of operations. The user shall submit a brief description of the nature, average rate of production, and Standard Industrial Classification of the operations(s) carried out by such industrial user. This description should include a schematic process diagram which indicates points of discharge to the POTW from the regulated processes.

4. Flow measurement. The user shall submit information showing the measured average daily and maximum daily flow, in gallons per day, to the control authority from each of the following:

a. Regulated process streams; and

b. Other streams as necessary to allow use of the combined wastewater formulate of S.C. Reg. 61-

9.403.6(e).

5. Measurement of pollutants.

a. The user shall identify the pretreatment standards applicable to each regulated process.

b. In additional, the user shall submit the results of sampling and analysis identifying the nature and concentration (or mass, where required by the standard or control authority) of regulated pollutants in the discharge from each of the user's regulated processes. Both daily maximum and average concentration (for mass, where required) shall be reported. The sample shall be representative of daily operations. In cases where the standard requires compliance with a best management practice or pollution prevention alternative, the user shall submit documentation as required by the control authority or the applicable standards to determine compliance;

c. A minimum of four (4) grab samples must be used for pH, cyanide, total phenols, oil and grease, sulfide, and volatile organics. For all other pollutants, 24-hour composite samples must be obtained through flow-proportional composite sampling techniques where feasible. The control authority may waive flow-proportional composite sampling techniques for any industrial user that demonstrates that flow-proportional sampling is infeasible. In such cases, samples may be obtained through time-proportional composite sampling techniques or through a minimum of four (4) grab samples where the user demonstrates that this will provide a representative sample of the effluent being discharged.

d. The user shall take a minimum of one representative sample to compile that data necessary to comply with the requirements of this paragraph.

e. Samples should be taken immediately downstream from pretreatment facilities if such exist or immediately downstream from the regulated process if no pretreatment exists. If other wastewaters are mixed with the regulated wastewater prior to pretreatment the industrial user should measure the flows and concentrations necessary to allow use of the combined wastestream formula of S.C. Reg. 61-9.403.6(e) in order to evaluate compliance with the pretreatment standards. Where an alternate concentration or mass limit has been calculated in accordance with S.C. Reg. 61-9.403.6(e) this adjusted limit along with supporting data shall be submitted to the control authority;

f. Sampling and analysis shall be performed in accordance with the techniques prescribed in 40 CFR part 136 and amendments thereto. Where 40 CFR part 136 does not contain sampling or analytical techniques for the pollutant in question, or where the EPA determines that the part 136 sampling and analytical techniques are inappropriate for the pollutant in question, sampling and analysis shall be performed by using validated analytical methods or any other applicable sampling and analytical methods procedures, including procedures suggested by the control authority or other parties;

g. The control authority may allow the submission of a baseline report which utilizes only historical data so long as the data provides information sufficient to determine the need for industrial pretreatment measures;

h. The baseline report shall indicate the time, date and place of sampling, and methods of analysis, and shall certify that such sampling and analysis is representative of normal work cycles and expected pollutant discharge to the POTW.

6. Compliance Schedule. If additional pretreatment and/or operation and maintenance will be required to meet the pretreatment standards, the shortest schedule by which the industrial user will provide such additional pretreatment and/or O&M must be provided. The completion date in this schedule shall not be later than the compliance date established for the applicable pretreatment standard; and

7. Signature and Report Certifications. All baseline monitoring reports must be certified in accordance with this section (n)(12) below and signed by an Authorized Representative of the user. A compliance certification must be signed by an Authorized Representative of the user.

(2) Compliance Schedule Progress Reports. The following conditions shall apply to the compliance schedule required by section (1)(ii)(6) above:

(i) The schedule shall contain progress increments in the form of dates for the commencement and completion of major events leading to the construction and operation of additional pretreatment required for the industrial user to meet the applicable pretreatment standards (such events include, but are not limited to, hiring an engineer, completing preliminary and final plans, executing contracts for major components, commencing and completing construction, and beginning and conducting routine operation);

(ii) No increment referred to above shall exceed nine (9) months;

(iii) The user shall submit a progress report to the control authority no later than fourteen (14) days following each date in the schedule and the final date of compliance including, as a minimum, whether or not it complied with the increment of progress, the reason for any delay, and, if appropriate, the steps being taken by the industrial user to return to the established schedule; and

(iv) In no event shall more than nine (9) months elapse between such progress reports to the control authority.

(3) Reports on Compliance with categorical pretreatment standard deadline. Within ninety (90) days following the date for final compliance with applicable categorical pretreatment standards, or in the case of a new source following commencement of the introduction of wastewater into the POTW, any user subject to such pretreatment standards and requirements shall submit to the control authority a report containing the information described in section (1)(ii)(1) through (7) above. All compliance reports must be signed and certified in accordance with section (n)(12) below. All sampling will be done in conformance with section (1)(ii)(5)(f) above.

(4) Periodic Compliance Reports

(i) All significant industrial users must, at a frequency determined by the control authority submit no less than twice per year (January and July) reports indicating the nature, concentration of pollutants in the discharge which are limited by pretreatment standards and the measured or estimated average and maximum daily flows for the reporting period. In cases where the pretreatment standard requires compliance with a best management practice or pollution prevention alternative, the user must submit documentation required by the control authority or the pretreatment standard necessary to determine the compliance status of the user.

(ii) All periodic compliance reports must be signed and certified in accordance with section (n)(12) below.

(iii) All wastewater samples must be representative of the user's discharge. Wastewater monitoring and flow measurements facilities shall be properly operated, kept clean, and maintained in good working order at all times. The failure of a user to keep its monitoring facility in good working order shall not be grounds for the user to claim that sample results are unrepresentative of its discharge.

(iv) If a user subject to the reporting requirement in this section monitors any regulated pollutant at the appropriate sampling location more frequently than required by control authority, the results of this monitoring shall be included in the report.

(5) Reports of Changed Conditions. Each user must notify the control authority of any significant changes to the user's operations or system which might alter the nature, quality, or volume of its wastewater at least 30 days before the change.

(i) The control authority may require the user to submit such information as may be deemed necessary to evaluate the changed condition, including the submission of a wastewater discharge permit application under section (b) above.

(ii) The control authority may issue an individual wastewater discharge permit or modify an existing wastewater discharge permit in response to changed conditions or anticipated changed conditions.

(6) Reports of Potential Problems

(i) In the case of any discharge, including, but not limited to, accidental discharges, discharges of a nonroutine, episodic nature, a noncustomary batch discharge, a slug discharge or slug load, that might cause potential problems for the POTW, the user shall immediately telephone and notify control authority in writing of the incident. This notification shall include the location of the discharge, type of waste, concentration and volume, if known, and corrective actions taken by the user.

(ii) A notice shall be permanently posted on the user's bulletin board or other prominent place advising employees who to call in the event of a discharge described in paragraph (i) above. Employers shall ensure that all employees, who could cause such a discharge to occur, are advised of the emergency notification procedure.

(iii) Significant industrial users are required to notify the control authority immediately of any changes at its facility affecting the potential for a slug discharge.

(7) Reports from Unpermitted Users. All users not required to obtain an individual wastewater discharge permit shall provide appropriate reports to the control authority in writing as the control authority may require.

(8) Analytical requirements. All pollutant analyses, including sampling techniques, to be submitted as part of a wastewater discharge permit application or report shall be performed in accordance with the techniques prescribed in 40 CFR Part 136 and amendments thereto, unless otherwise specified in an applicable categorical pretreatment standard. If 40 CFR Part 136 does not contain sampling or analytical techniques for the pollutant in question, or where the EPA determines that the Part 136 sampling and analytical techniques are inappropriate for the pollutant in question, sampling and analyses shall be performed by using validated analytical methods or any other applicable sampling and analytical procedures, including procedures suggested by the control authority or other parties approved by EPA.

(9) Sample Collection. Samples collected to satisfy reporting requirements must be based on data obtained through appropriate sampling and analysis performed during the period covered by the report, based on data that is representative of conditions occurring during the reporting period.

(i) Except as indicated in Section 23-107, the user must collect wastewater samples using 24-hour flow-proportional composite sampling techniques, unless time-proportional composite sampling or grab sampling is authorized by control authority. Where time-proportional composite sampling or grab sampling is authorized by the control authority, the samples must be representative of the discharge. Using protocols (including appropriate preservation) specified in 40 CFR Part 136 and appropriate EPA guidance, multiple grab samples collected during a 24-hour period may be composited prior to the analysis as follows: for cyanide, total phenols, and sulfides the samples may be composited in the laboratory or in the field; for volatile organics and oil and grease, the samples may be composited in the laboratory. Composite samples for other parameters unaffected by the compositing procedures as documented in approved EPA methodologies may be authorized by the control authority, as appropriate. In addition, grab samples may be required to show compliance with instantaneous standards.

(ii) Samples for oil and grease, temperature, pH, cyanide, total phenols, sulfides, and volatile organic compounds must be obtained using grab collection techniques.

(iii) For sampling required in support of baseline monitoring and 90-day compliance reports required by section (n)(1), (n)(3), and (n)(4) above, a minimum of four (4) grab samples must be used for pH, cyanide, total phenols, oil and grease, sulfide and volatile organic compounds for facilities for which historical sampling data do not exist; for facilities for which historical sampling data are available, control authority may authorize a lower minimum. For the reports required by section (n)(4) above,

the industrial user is required to collect the number of grab samples necessary to assess and assure compliance by with applicable pretreatment standards and requirements.

(10) Date of Receipt of Reports. Written reports will be deemed to have been submitted on the date postmarked. For reports, which are not mailed, postage prepaid, into a mail facility serviced by the United States Postal Service, the date of receipt of the report shall govern.

(11) Recordkeeping. Users subject to the reporting requirements of this ordinance shall retain, and make available for inspection and copying, all records of information obtained pursuant to any monitoring activities required by this ordinance, any additional records of information obtained pursuant to monitoring activities undertaken by the user independent of such requirements, and documentation associated with best management practices. Records shall include the date, exact place, method, and time of sampling, and the name of the person(s) taking the samples; the dates analyses were performed; who performed the analyses; the analytical techniques or methods used; and the results of such analyses. These records shall remain available for a period of at least three (3) years. This period shall be automatically extended for the duration of any litigation concerning the user or the control authority, or where the user has been specifically notified of a longer retention period by control authority.

(12) Certification Statements. The following certification statement is required to be signed and submitted by users submitting permit applications in accordance section (b); users submitting baseline monitoring reports under section (n)(1); users submitting reports on compliance with the categorical pretreatment standard deadlines under section (n)(3); and users submitting periodic compliance reports required by section (n)(4). The following certification statement must be signed by an Authorized Representative:

I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

Sec. 23-106. Right of entry of enforcement officers; right to exclude or limit wastes; compliance with state and federal standards.

- (a) The approving control authority, the state department of health and environmental control and other duly authorized employees of the city and/or the state department of health and environmental control, bearing proper credentials and identification, shall be permitted to enter upon all properties for the purpose of inspection, observation, flow measurement, examination and copying of records and testing of industrial waste and other pollutants in accordance with this chapter.
- (b) The approving control authority may temporarily exclude from the sanitary sewerage system any industrial waste or other pollutant, whether pretreated or not, whenever in the opinion of the approving control authority such action is necessary for the purpose of determining the effects of such waste upon the sanitary sewerage system and the waste treatment facilities.
- (c) The city council may exclude from the sanitary sewerage system any industrial waste or other pollutant, whether pretreated or not, whenever in the opinion of the city council such action is necessary to protect the sanitary sewerage system and the waste treatment facilities or to facilitate the operation of the sanitary sewerage system and the waste treatment facilities.
- (d) The control authority is authorized to implement and enforce the requirements of this article, including, but not limited to, the implementation and enforcement of the program requirements set forth in S.C. Reg. 61-9.403.5 and 403.8. The city council may set limits on toxic and priority pollutants that are more stringent than state and federal requirements when it is necessary for the protection of the sanitary sewerage system and/or proper operation of the waste treatment facilities.
- (e) Federal and state requirements and limitations on discharges shall apply in any case where they are more stringent than requirements and limitations as set forth in this article. All users must comply with applicable categorical pretreatment standards as set forth in 40 CFR chapter I, subchapter N.

Sec. 23-107. Determination of character and strength of wastes; accidental discharges; confidentiality of information; publication of names of noncomplying users.

- (a) The industrial waste and/or other pollutants being discharged by any person into the sanitary sewerage system shall be subject to periodic inspection. A determination of character and strength of those wastes shall be made quarterly annually, or more often as may be deemed necessary, by the approving control authority or his authorized assistants.
- (b) Samples shall be collected in such a manner as to be representative of the wastes being discharged. The laboratory methods followed in the examination of those wastes shall be those as set forth in 40 CFR 136 and amendments thereto.
- (c) The determination of the character, strength or quantity of the wastes as made by the approving control authority or his authorized assistants shall be binding as a basis for computation of charges or for actions by the city control authority. The person discharging such wastes may, however, conduct his own sampling and analytical program and submit to the approving control authority the results relating to character, strength and quantity of the wastes. In such cases, however, the securing of samples shall be in accordance with methods acceptable to the approving control authority, and the laboratory procedures followed in analyzing

the samples shall be as specified in subsection (b) of this section. Acceptance or rejection of the results thus submitted shall be a right reserved for the approving control authority.

(d) The approving control authority may require any permit holder industrial user to construct and maintain a wastewater monitoring facility of a design or configuration acceptable and sufficient to accomplish monitoring requirements as set forth in the permit.

(e) The sampling, analysis and flow measurement procedures, equipment, data and test results shall be subject at any reasonable time to inspection by the approving control authority. The approving control authority may require the submission of all discharge monitoring results generated by testing methods described in 40 CFR 136. Flow measurement systems and all appropriate equipment shall be regularly calibrated in accordance with procedures acceptable to the approving control authority.

(f) Dischargers Users shall notify the approving control authority immediately (within 24 hours) by telephone or in person upon discharging wastes in violation of this article accidentally or otherwise. Such notification shall be followed, within five days of the day of occurrence, by a detailed written statement to the approving control authority, describing the causes of the accidental discharge and the measures being taken to prevent future occurrences. The approving control authority may require the discharger user to conduct followup follow-up testing in accordance with methods described in 40 CFR 136 and submit the test results within a 30 days, as specified timeframe. Dischargers in S.C. Reg. 61-9.403.12(g)(2). Users are required to take all reasonable countermeasures to stop the discharge and to neutralize its effect, if possible. The approving control authority may require the dischargers user to provide protection from accidental discharge of prohibited materials or other wastes controlled by this article. If the user knows in advance of the need for a bypass, as defined in S.C. Reg. 61-9.403.17(a), the user shall submit prior notice to the control authority, if possible at least ten days before the date of the bypass.

(g) Should measurements or other investigations indicate that the industrial wastewater discharger user has discharged wastewater, the constituents of which are significantly different in quantity or quality from those stated by the discharger user, the approving control authority shall notify the discharger user and require that the discharger user furnish all information in his possession that is relevant.

(h) Information and data on a user obtained from reports, questionnaires, permit applications, permits and monitoring programs and from inspections shall be available to the public or other governmental agencies without restriction unless the user specifically requests and is able to demonstrate to the satisfaction of the city that the release of such information would divulge information, processes or methods of production entitled to protection as trade secrets of the user. When requested by the person furnishing a report, the portions of a report which might disclose trade secrets or secret processes shall not be made available for inspection by the public, but shall be made available upon written request to governmental agencies for uses related to this article, the National Pollutant Discharge Elimination System permit, the state disposal system permit and/or the pretreatment programs; provided, however, that such portions of a report shall be available for use by the state or any state agency in judicial review or enforcement proceedings involving the person furnishing the report. Discharge monitoring data or reports will in no instance be considered subject to withholding from public inspection.

(i) The approving control authority shall at least annually provide public notification, in the largest daily newspaper published in the metropolitan Columbia sewer service area, of industrial users which during the previous 12 months were, at least once, in significant noncompliance with any provision of this article or any condition or limitation of a permit issued in accordance with this article.

(j) In addition to the requirements of subsection (f) in this section, any user who discharges hazardous waste into the sanitary sewerage system shall notify the control authority, the EPA Regional Waste Management Division Director, and State hazardous waste authorities, in writing, of any such discharge which, if otherwise disposed of, would be a hazardous waste under S.C. Reg. 61-79 Part 261. Such notification must include the name of the hazardous waste as set forth in S.C. Reg. 61-79 Part 261, the EPA hazardous waste number, and the type of discharge (continuous, batch, or other). If the user discharges more than one hundred (100) kilograms of such waste per calendar month to the POTW, the notification also shall contain the following information to the extent such information is known and readily available to the user: an identification of the hazardous constituents contained in the wastes, an estimation of the mass and concentration of such constituents in the wastestream discharged during that calendar month, and an estimation of the mass of constituents in the wastestream discharged during the following twelve (12) months. All notifications must take place no later than one hundred and eighty (180) days after the discharge commences. Any notification under this paragraph need be submitted only once for each hazardous waste discharged. However, notifications of changed conditions must be submitted under Section 23-105(n)(5) of this ordinance. The notification requirement in this Section does not apply to pollutants already reported by users subject to categorical pretreatment standards under the self-monitoring requirements of this ordinance.

(1) Dischargers are exempt from the requirements of subsection (j), above, during a calendar month in which they discharge no more than fifteen (15) kilograms of hazardous wastes, unless the wastes are acute hazardous wastes as specified in S.C. Reg. 61-79.261.30(d) and 261.33(e). Discharge of more than fifteen (15) kilograms of nonacute hazardous wastes in a calendar month, or of any quantity of acute hazardous wastes as specified in S.C. Reg. 61-79.261.30(d) and 261.33(e), requires a one-time notification. Subsequent months during which the user discharges more than such quantities of any hazardous waste do not require additional notification.

(2) In the case of any new regulations under section 3001 of RCRA identifying additional characteristics of hazardous waste or listing any additional substance as a hazardous waste, the user must notify the control authority, the EPA Regional Waste Management Waste Division Director, and State hazardous waste authorities of the discharge of such substance within ninety (90) days of the effective date of such regulations.

(3) In the case of any notification made under this subsection (j), the user shall certify that it has a program in place to reduce the volume and toxicity of hazardous wastes generated to the degree it has determined to be economically practical.

(4) This provision does not create a right to discharge any substance not otherwise permitted to be discharged by this ordinance, a permit issued thereunder, or any applicable Federal or State law.

Sec. 23-108. Liability for extra costs incurred by city; charge for excess BOD or suspended solids.

(a) Liability for costs associated with violation. Any person who violates any provision of this article, or any condition or limitation of a permit or plan approval related thereto, shall be financially responsible and liable to the city, in addition to normal service charge and surcharges for industrial wastes, for all costs incurred by the city associated with the violation of this article, including but not limited to the following:

- (1) Costs of mileage and labor incurred in detecting and correcting the violation.
- (2) Laboratory analysis costs associated with detecting and correcting the violation.
- (3) Additional treatment costs caused by the violation or associated with detecting and correcting the violation.
- (4) Repair and/or replacement of any part of the sanitary sewerage system damaged by the violation.
- (5) Any liability, damages, fines or penalties incurred by the city as a result of the violation.
- (6) Other costs as are associated with the detecting and correcting of the violation.

(b) Surcharge for excess BOD or suspended solids. If any person discharges into the sanitary sewerage system a waste containing BOD concentration or suspended solids in excess of 300 milligrams per liter, then such person shall pay an additional cost according to rates determined by the city council. ~~This monthly surcharge will be assessed on each pound of BOD and each pound of suspended solids in excess of 300 milligrams per liter as follows: as established in Sec. 23-149(c).~~

	BOD Rate	Suspended Solids Rate
Effective July 1, 1998	\$0.08	\$0.06
Effective July 1, 1999	-0.11	-0.08
Effective July 1, 2000	-0.14	-0.10
Effective July 1, 2001	-0.17	-0.12
Effective July 1, 2002	-0.20	-0.14

(c) Liability for additional expense in handling and treatment of waste. If any person discharges into the sanitary sewerage system a waste which, because of its particular or unusual character, imposes an unusual burden on the sanitary sewerage system and the waste treatment facilities, and causes the city to incur additional expenses in the handling (conveying) and treatment of the waste by reason of (but not limited to) provision of additional personnel, provision of additional equipment or structures, increase in operating costs, and decrease in efficiency of treatment processes required by and resulting from the handling and treatment of the waste, then such person shall be charged for such additional expense over and above the other charges set forth in this section. ~~The approving control authority shall determine whether any person is causing the city to incur such additional expense and, if so, the amount of such additional expense.~~

Sec. 23-109. Damaging or tampering with city equipment.

No person shall maliciously, willfully or negligently break, damage, destroy, deface, tamper with or remove any equipment or materials used by the city for the purpose of making waste examinations and waste flow measurements and left upon the premises of a person discharging wastes into the sanitary sewerage system. Only authorized persons will be allowed to uncover, adjust, maintain and remove such equipment and materials.

Sec. 23-110. Applicability of article; right of city to amend article.

This article shall apply to any person discharging or proposing to discharge waste into the sanitary sewerage system. This article shall not be considered as or construed to be a contract between the city and any person. The city hereby expressly reserves the right to amend, change or repeal this article at any time.

Sec. 23-111. Termination of water or wastewater service; revocation of discharge permit.

(a) The approving control authority may suspend or terminate water and/or wastewater service when:

(1) When the conditions through the discharge of pollutants presents an imminent endangerment to the public or to the environment;

(2) Materials damaging to the sanitary sewerage system or treatment processes are released by the discharger to the sewer system, causing rapid deterioration of these structures or interfering with property conveyance or treatment of wastewater;

(3) It is determined that the industrial discharger/user is delivering into the sanitary sewerage system wastes that cannot be sufficiently treated, or require treatment that is not normally provided, or are a contributing cause of the city's inability to meet applicable NPDES effluent limitations for its wastewater treatment plants; or

(4) The user discharges to the sanitary sewerage system without a permit in violation of Section 23-105;

(5) The user violates the Fats, Oils, and Grease Management Regulation (Part 29); or

(36) The ~~discharger~~ user has repeatedly violated this article or its permit to such an extent that compliance with this article or the permit cannot, in the judgment of the ~~approving~~ control authority, reasonably be expected.

(b) Violation of any of the following conditions may result in the revocation of an industrial wastewater permit:

(1) Failure of the ~~discharger~~ industrial user to accurately and fully report the wastewater volume, constituents and characteristics of his ~~discharge~~ used to report significant changes in wastewater volume, constituents or characteristics;

(2) ~~Failure of the discharger~~ Refusal of reasonable access to the ~~discharger's~~ industrial user's premises for the purpose of inspection or monitoring;

(43) Failure to pay any and all costs and fees as outlined in sections 23-105 and 23-108; a sewer user charge or other charges, penalties, costs and expenses;

(54) Violation of any condition of the permit or of any of the then-current regulations or discharge prohibitions;

(5) Failure to report spill or unauthorized discharges;

(6) Failure to factually report the wastewater constituents and characteristics of the discharge;

(7) Failure to report a significant change in operations, or wastewater constituents and characteristics;

(8) Failure to install or deliberately altering monitoring equipment;

(9) Failure to properly operated and maintain wastewater equipment;

(10) Failure to meet a deadline in a compliance schedule;

(11) Improper sampling;

(12) Slug load discharge;

(13) Dilution of wastewater in lieu of treatment;

(14) Falsifying reports;

(15) Discharge of wastewater prohibited by this Regulation; or

(16) Significant noncompliance with schedules, pretreatment standards or requirements, or with any terms of a permit issued pursuant to this Ordinance.

(c) Before any further discharge of industrial wastewater may be made by a ~~discharger~~ user whose permit has been revoked, the ~~discharger~~ user must apply for and be granted a reinstatement of the terminated permit or a new permit, as the ~~approving~~ control authority may require, and pay all delinquent fees, charges and costs occasioned by the violation. Costs shall include all expenses, including general and administrative expenses, incurred by the city in revoking the permit and disconnecting the ~~discharger~~ user from the sanitary sewerage system, and those incurred due to the violation as provided in this article. This shall be paid for by the ~~discharger~~ user before any new permit will be issued. When all costs cannot be readily determined, the city may require and accept a deposit which it considers sufficient and which will be subject to appropriate adjustment after all costs have been determined.

Sec. 23-112. Violations; administrative orders; penalties.

(a) Civil Penalties: Any person who violates the provisions of this Ordinance or the provisions of any permit or order issued pursuant to this Ordinance is subject to a civil penalty of up to \$2000 for each day of violation. Each day on which a violation occurs or continues shall be deemed a separate and distinct violation. In the case of a monthly or long-term average discharge limit, the civil penalty may be assessed for each day during the period of the violation. Prior to imposition of a civil penalty, the city will issue a rule to show cause pursuant to Section 23-1.

(b) Administrative Orders: In addition to any other remedy available under this Section, the POTW may issue an administrative order (1) imposing a schedule to achieve compliance with this Ordinance or a permit issued pursuant to this Ordinance, (2) ordering a user to cease and desist activities, including the discharge of wastewater, in violation of this Ordinance or a permit issued pursuant to this Ordinance, (3) terminating water and sewer service, (4) revoking a permit issued pursuant to this Ordinance; or (5) ordering such other action as deemed necessary to address a violation of this Ordinance or a permit issued pursuant to this Ordinance.

Any person who has been issued an administrative order may request a hearing by filing a request for hearing within fifteen calendar days of the date of issuance of the administrative order. The request shall be filed with the city clerk and shall include reference to the administrative order and the reasons for the request for a hearing. The hearing shall be conducted in accordance with Section 23-1.

(c) Criminal Penalties: Any person who knowingly discharges waste into any portion of the system in violation of this article; or who knowingly makes any false statement, representation or certification in any application, record, report, plan or other document or files required to be maintained pursuant to this article or any wastewater contribution permit; or who falsifies, tampers with or knowingly renders inaccurate any monitoring device, shall be deemed guilty of a misdemeanor, punishable, upon conviction, in accordance with section 1-5, with a fine of not more than \$500 or imprisonment for not more than thirty days, or both. Each day on which a violation shall occur or continue shall be deemed a separate and distinct offense.

(d) Injunctive Relief: In addition to any other criminal or civil remedies that may be available under this Section, the POTW may bring a civil action to obtain an injunction against any person in violation of this Ordinance or any provision of a permit or order issued pursuant to this Ordinance.

Sec. 23-113. Bond or indemnity agreement.

In any and all instances where the city has reasonable cause to believe that any of the rules, regulations or provisions set forth in this article or that have otherwise been adopted by the city have been, may be or are being violated by any person discharging water into the sanitary sewerage system, the city may require such person to give bond or enter into an indemnity agreement in form acceptable to the city with sufficient surety to be approved by the city attorney to protect, indemnify and hold harmless the city from any loss, damage or expense that it may suffer or incur as a result of such noncompliance or violation by such person. In the event of failure to do so after ten days' notice by United States mail that such bond or agreement will be required, the use of the sanitary sewerage system by such person shall be denied or discontinued.

Sec. 23-114. — Additional regulations.

~~Rules and regulations relating to discharge of waste into the sanitary sewerage system are not included in this codification. Copies of the rules and regulations are on file in the office of the city clerk.~~

Sec. 23-115-114. Use of privies.

- (a) The term "privy," as used in this section, includes any building, structure or facility of any kind, including portable toilet units, which are not connected to the sanitary sewerage system or to an approved septic tank.
- (b) No person shall construct, install or maintain any privy within the city, except on a construction site for use by construction workers during the period for which a building permit has been issued by the city, or for special events of not more than 48 hours, or for outdoor recreational events.
- (c) Any person violating this section shall be guilty of a misdemeanor and, upon conviction, shall be punished in accordance with section 1-5. Each day of violation shall constitute a separate offense.

Sec. 23-115. Discharge of septic tank waste.

(a) It shall be unlawful for any person to discharge solid or liquid waste into the sanitary sewerage system unless the standards of acceptable waste established by ordinance are met and the discharge is made through an approved connection. No material shall be discharged into the public sewer system except at an approved location with a permit issued by the director of utilities pursuant to Section 23-103(f).

(b) Hauled waste shall be deposited at an approved location at the wastewater treatment plant. Each depositor shall be approved by the director of issued a permit pursuant to Section 23-103(f). Discharge of wastewater transported from private utilities is prohibited.

Sec. 23-116. Use of septic tanks where public sewer is available.

It shall be unlawful for any person owning property within the city to maintain or use a septic tank where a public sewer is accessible for connection, subject to the following exception: Use of a septic tank in existence prior to the availability of a public sewer accessible for connection is permitted until such time as S.C. Reg. 61-56 requires connection to the public sewer. Such connection shall be made within 30 days after the owner of the property serviced by the septic tank is required to connect to a public sewer pursuant to S.C. Reg. 61-56. Installation of new septic tanks where a public sewer is accessible is strictly prohibited. Any violation of this section shall a misdemeanor, punishable, upon conviction, in accordance with section 1-5.

Sec. 23-117. Additional regulations.

Rules and regulations relating to discharge of waste into the sanitary sewerage system are not included in this codification. Copies of the rules and regulations are on file in the office of the city clerk.

Secs. 23-118—23-140. - Reserved.

Requested by:

Assistant City Manager Shealy

Mayor

Approved by:

City Manager

Approved as to form:

ATTEST:


Deputy City Attorney

City Clerk

Introduced:
Final Reading:



We Are Columbia

MEETING DATE: August 20, 2019

DEPARTMENT: Legal Department

FROM: *Shari Ardis, Legal Office Manager*

SUBJECT: Ordinance No.: 2019-057 Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 15, Parks and Recreation, Sec. 15-1 Prohibited acts in parks (8)

PURPOSE: First reading approval was given on August 6, 2019.

FUNDING SOURCE & ORIGINAL BUDGET:

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

ATTACHMENTS:

- **#a:** 2019-057 amend Sec 15-1 Prohibited acts in parks (8) (PDF)

HISTORY:

08/06/19

Columbia City Council

APPROVED ON FIRST READING.

ORDINANCE NO.: 2019-057

*Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina,
Chapter 15, Parks and Recreation, Sec. 15-1 Prohibited acts in parks (8)*

BE IT ORDAINED by the Mayor and Council this ____ day of _____, 2019, that the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 15, Parks and Recreation, Sec. 15-1 Prohibited acts in parks (8) is amended to read as follows:

Sec. 15-1. Prohibited acts in parks.

It shall be unlawful for any person using the public parks, recreation areas, grounds or facilities of the city (referred to in this chapter as parks) to either perform or allow the performance of any of the following acts, unless such activity is authorized, permitted or supervised by the parks and recreation department of the city:

(8) Alcoholic beverages. Possess and/or consume alcoholic beverages, or food items of any type which contain alcohol, beer or wine regardless of the percentage of alcohol contained therein, ~~provided, however, alcoholic beverages, beer or wine, shall be allowed in except within Capital City Ball Park, Riverfront Park, Keenan House, Finlay Park, the Print Building next to the Eau Claire Town Hall, Drew Wellness Center, Boyd Plaza, and Coble Plaza, and Earlewood Community Building and Park, Hyatt Park~~ as follows:

- a. At events open to the public involving the assembly or the intention of attracting 100 or more people, for cultural, ceremonial, educational, or celebratory purposes, which generates revenue, regardless of status, to include art exhibits, wine/food tasting events, circuses, fairs, carnivals, festivals, auctions, concerts, and any event which is advertised or marketed in any form including, but not limited to: posters, business cards, internet, and media outlets; serves an entrepreneurial purpose; includes fees/charges for goods/services (e.g. food & drink); and whenever there is an admission fee or leasing fee and when possession and consumption is specifically authorized by resolution of Columbia City Council and the event organizer obtains a permit or license if required by the South Carolina Department of Revenue for the possession and/or consumption of alcoholic beverages, ~~beer or wine~~ beer, ale, porter, malt or wine only at the event; or,
- b. At private functions, authorized by the city, for which the South Carolina Department of Revenue does not require a permit or license for the possession and/or consumption of alcoholic beverages, beer or wine.

The rest and remainder of this section shall remain unchanged.

This ordinance is effective as of final reading.

Requested by:

City Manager _____

Approved by:

City Manager _____

Approved as to form:

City Attorney _____

Introduced:

Final Reading:

Mayor _____

ATTEST:

City Clerk _____



We Are Columbia

MEETING DATE: August 20, 2019

DEPARTMENT: Legal Department

FROM: *Shari Ardis, Legal Office Manager*

SUBJECT: Resolution No.: R-2019-071 Authorizing consumption of beer and wine only at Soda City Market: Craft Saturday within the Biergarten Area only on Saturday, September 28, 2019 with a rain contingency date of Saturday, October 5, 2019 and relocation to the 1500, 1600 and 1700 blocks of Main Street excluding the intersection of Main Street and Taylor Street

FUNDING SOURCE & ORIGINAL BUDGET:

FOCUS AREAS: Attracting & Retaining Talent, Connecting Our Community, Empowering Our Residents

ATTACHMENTS:

- **#a:** R-2019-071 Soda City Market Craft Saturday (Sept 28) (PDF)

RESOLUTION NO.: R-2019-071

Authorizing consumption of beer and wine only at Soda City Market: Craft Saturday within the Biergarten Area only on Saturday, September 28, 2019 with a rain contingency date of Saturday, October 5, 2019 and relocation to the 1500, 1600 and 1700 blocks of Main Street excluding the intersection of Main Street and Taylor Street

WHEREAS, Emile DeFelice ("Sponsor") is sponsoring the Soda City Market: Craft Saturday to be held only within the designated Biergarten area located in the closed portions of the intersection of Hampton Street and Main Street, the half block area of the 1100 block of Hampton Street east of the entrance of the parking lot located behind 1441 Main Street to allow for ingress and egress to the parking lot; the half block area of the 1200 block of Hampton Street west of the entrance of the driveway to the Marriott; and the southern end of the 1400 block of Main Street to the brick median, excluding Boyd Plaza and the sidewalks, and to allow for a twenty (20') foot emergency lane, from 9:00 a.m. until 1:00 p.m. on Saturday, September 28, 2019, with a rain contingency of Saturday, October 5, 2019. Should the event be held on the rain contingency date of October 5, 2019 the market shall be relocated to the 1500 block of Main Street between Hampton Street and Taylor Street, excluding Boyd Plaza; the 1600 of Main Street between Taylor Street and Blanding Street, excluding the intersection of Main Street and Taylor Street; and the 1700 block of Main Street between Blanding Street and Laurel Street, excluding all sidewalks and excluding the parking lot between the Richland County Courthouse and City Hall. The designated Biergarten area shall be relocated to the intersection of Main Street and Blanding Street, the half block area of the 1100 block of Blanding Street east of the entrance to the driveway located behind 1649 Main Street and the garage located under the Richland County Courthouse to allow ingress and egress to the driveway and garage; the half block area of the western portion of the eastbound lanes of the 1200 block of Blanding Street between Main Street and the entrance to the parking lot located behind Main Street Lofts, and in the half block area of the western portion of the westbound lanes of the 1200 block of Blanding Street between Main Street to the entrance to the parking lot located at 1215 Blanding Street to allow for ingress and egress to the parking lots; and to allow for a twenty (20') emergency lane; and,

WHEREAS, Sponsor has requested permission for the temporary closing and use of the designated Biergarten area located in the closed portions of the intersection of Hampton Street and Main Street, the half block area of the 1100 block of Hampton Street east of the entrance of the parking lot located behind 1441 Main Street to allow for ingress and egress to the parking lot; the half block area of the 1200 block of Hampton Street west of the entrance of the driveway to the Marriott; and the southern end of the 1400 block of Main Street to the brick median, excluding Boyd Plaza and the sidewalks, and to allow for a twenty (20') foot emergency lane, from 7:00 a.m. until 2:00 p.m. on Saturday, September 28, 2019, with a rain contingency of Saturday, October 5, 2019; for an event to be held from 9:00 a.m. until 1:00 p.m., and for patrons to consume beer and wine beverages only during the event hours of 9:00 a.m. until 12:30 p.m., on Saturday, September 28, 2019, with a rain contingency date of Saturday, October 5, 2019 and relocation of the market and designated Biergarten as outlined above; and,

WHEREAS, it has been determined that such an event would be in the public interest; NOW, THEREFORE,

BE IT RESOLVED by the Mayor and Council this ____ day of _____, 2019 that the sale of beer and wine beverages only is authorized within the designated Biergarten area only between the hours of 9:00 a.m. and 12:30 p.m. on Saturday, September 28, 2019, with a rain contingency and relocation date of Saturday, October 5 2019 and relocation of the market and designated Biergarten as outlined above; and,

BE IT FURTHER RESOLVED that all vendors be restricted to stationary location; and,

BE IT FURTHER RESOLVED that outdoor possession and consumption of beer and wine beverages, all outdoor musical performances and use of sound-amplifying devices shall end by 10:00 p.m. due to the proximity of the event to residential properties; and,

BE IT FURTHER RESOLVED that possession and consumption of alcoholic liquors or alcoholic beverages other than beer and/or wine beverages within the event area is prohibited; and,

BE IT FURTHER RESOLVED that VIP tents or VIP areas for the possession and consumption of alcoholic liquors or alcoholic beverages, other than beer or wine beverages, within the event area are prohibited; and,

BE IT FURTHER RESOLVED that organizer is responsible or shall make arrangements for the cleanup of all trash and debris within the festival area and within the designated area of impact as shown on the attached drawing, and shall place same in the roll carts provided by the City. Any overflow of trash and debris shall be placed in garbage bags with the top securely closed and placed beside the City roll carts. The number of roll carts needed for the event shall be determined by organizer and the City Solid Waste Division prior to the event and placed throughout the event area to ensure that trash and debris are well contained. Roll carts and bagged trash and debris shall be returned to the collection point designated by the City in a timely manner. If the organizer has not opted to use City services to clean up the festival area and within the designated area of impact as shown on the attached drawing, any costs incurred by the City in removing loose trash and debris within the festival area and within the designated area of impact as shown on the attached drawing, which the organizer has failed to clean up, shall be billed to and paid by the organizer; and,

BE IT FURTHER RESOLVED that only pedestrian traffic will be allowed within the area. All other traffic, including, but not limited to, automobiles, trucks, motorcycles, mopeds, bicycles, skate boards, and horses, except police horses, is prohibited. Canines and felines are allowed, provided that current leash laws are observed as are set out in the 1998 Code of Ordinances of the City of Columbia, as amended. Coolers, glass bottles, breakable glasses and/or cups, large bags and backpacks shall be prohibited; and,

BE IT FURTHER RESOLVED that during the designated time and only within the designated Biergarten area located in the closed portions of the intersection of Hampton Street and Main Street, the half block area of the 1100 block of Hampton Street east of the entrance of the parking lot located behind 1441 Main Street to allow for ingress and egress to the parking lot; the half block area of the 1200 block of Hampton Street west of the entrance of the driveway to the Marriott; and the southern end of the 1400 block of Main Street to the brick median, excluding Boyd Plaza and the sidewalks, and to allow for a twenty (20') foot emergency lane, from 9:00 a.m. until 1:00 p.m. on Saturday, September 28, 2019, with a rain contingency of Saturday, October 5, 2019, and relocation of the market and designated Biergarten as outlined above, and with the exception of the parking areas, adjacent off-street parking areas and other areas posted as to not allow alcoholic beverages, shall be declared to be a Public Park and provisions of Chapter 15, Parks and Recreation, Sec. 15-1, 15-2 and 15-3, Code of Ordinances of the City of Columbia, South Carolina are in effect. Pursuant to Chapter 14, Offenses and Miscellaneous Provisions, Article IV, Offenses Against the Public Peace and Order, Sec. 14-99, 1998 Code of Ordinances of the City of Columbia, South Carolina, only within the designated Biergarten area located in the closed portions of the intersection of Hampton Street and Main Street, the half block area of the 1100 block of Hampton Street east of the entrance of the parking lot located behind 1441 Main Street to allow for ingress and egress to the parking lot; the half block area of the 1200 block of Hampton Street west of the entrance of the driveway to the Marriott; and the southern end of the 1400 block of Main Street to the brick median, excluding Boyd Plaza and the sidewalks, and to allow for a twenty (20') foot emergency lane, from 9:00 a.m. until 1:00 p.m. on Saturday, September 28, 2019, with a rain contingency of Saturday, October 5, 2019, and relocation of the market and designated Biergarten as outlined above, and with the exception of the parking areas, adjacent off-street parking areas and any other areas posted as to not allow alcoholic beverages, is deemed to be the site of a public festival at which beer and wine beverages may be consumed and the prohibition against possession or consumption of alcoholic beverages set forth in Sec. 14-

99 shall not apply. Possession and consumption of beer and wine beverages shall be permitted only in plastic cups, plastic or aluminum bottles or aluminum cans provided by vendors within the areas designated.

PROVIDED, FURTHER, that the event organizer shall provide the names and cell phone numbers of a least two contact persons who can receive complaints during the event, including any set up and breakdown times. The cell phones shall remain on at all times during the event and during any set up and breakdown time.

PROVIDED, FURTHER, that failure of the event organizer to strictly comply with the time frames and other requirements and responsibilities set forth in this resolution may result in a denial of subsequent requests to allow the event.

PROVIDED, HOWEVER, that no solicitation or transactions be made in violation of Sec. 14-32, 1998 Code of Ordinances of the City of Columbia, South Carolina.

BE IT FURTHER RESOLVED that in the event of inclement weather on Saturday, September 28, 2019 that the market shall be relocated on Saturday, October 5, 2019 to the 1500 block of Main Street between Hampton Street and Taylor Street, excluding Boyd Plaza; the 1600 of Main Street between Taylor Street and Blanding Street, excluding the intersection of Main Street and Taylor Street; and the 1700 block of Main Street between Blanding Street and Laurel Street, excluding all sidewalks and excluding the parking lot between the Richland County Courthouse and City Hall. The designated Biergarten area shall be relocated to the intersection of Main Street and Blanding Street, the half block area of the 1100 block of Blanding Street east of the entrance to the driveway located behind 1649 Main Street and the garage located under the Richland County Courthouse to allow ingress and egress to the driveway and garage; the half block area of the western portion of the eastbound lanes of the 1200 block of Blanding Street between Main Street and the entrance to the parking lot located behind Main Street Lofts, and in the half block area of the western portion of the westbound lanes of the 1200 block of Blanding Street between Main Street to the entrance to the parking lot located at 1215 Blanding Street to allow for ingress and egress to the parking lots; and to allow for a twenty (20') emergency lane. The hours of operation for the event, service of beer and wine at the event and closing of streets for set up, clean up and crowd control of the event shall remain as outlined above.

BE IT FURTHER RESOLVED that should the organizer reschedule the event for another date beyond one (1) week from the date of the originally scheduled event, a request for a resolution of City Council approving the new date of the event shall be required.

Requested by:

Assistant City Manager Shealy

Mayor

Approved by:

City Manager

Approved as to form:

ATTEST:



City Attorney

City Clerk

Introduced:

Final Reading:

DATE OF REQUEST 07/05/2019

REQUESTOR'S NAME/CONTACT
INFORMATION (E-MAIL/
PHONE#/FAX#)Erin Curtis
Operations Director, Soda City
erin@sodacitysc.com
803 269 3241

EVENT NAME/PURPOSE (i.e., St. Patrick's/Charity Fund-raiser)

Soda City Market: Craft Saturdays

DATE(S) OF EVENTS:

September 28, 2019

RAIN CONTINGENCY DATE:

(Rescheduling due to inclement weather is allowed once within one week from the date of the originally scheduled event upon 24-hours written notice to the City, without a new request. The time of event operation shall remain the same.)

October 5, 2019

LOCATION OF EVENT

(i.e., Amphitheater area
of Finlay Park; 1300 and 1400 blocks
of Main Street between Lady Street
and Hampton Street)

1300 - 1600 blocks of Main Street

IF MOVED TO RAIN DATE 1500 - 1700 blocks of Main Street

STREET(S) OR PARK AREA TO BE
CLOSED(i.e., 1300 and 1400 blocks of Main
Street between Lady Street and
Hampton Street; Amphitheater area of
Finlay Park; Boyd Plaza)

BIERGARTEN LOCATION: Hampton & Main Intersection and the half block area of the 1100 block of Hampton Street east of the entrance to the parking lot and the 1200 block of Hampton Street west of the driveway entrance to the Marriott.

IF MOVED TO RAIN DATE Blanding & Main Intersection and the half block area of the 1100 block of Blanding Street east of the court house entrance and 1200 block of Blanding Street west of the parking lot entrance to Villa Tronco

HOURS FOR STREET(S) OR PARK AREA TO
BE CLOSED(i.e., 5:00 p.m. - 12:00 a.m.
ALLOW TIME FOR SET UP/CLEAN UP

7AM - 2:00PM (Normal Soda City Market operating hours)

HOURS OF EVENT

(i.e., 6:00 p.m. - 10:00 p.m.)*

9AM - 1PM

HOURS OF SERVICE OF BEER/WINE BEVERAGES ONLY (NO LIQUOR**)

(Service should end one-half hour prior to end of event, i.e., event is 6-10 p.m., beer/wine service is 6-9:30 p.m.)*

9AM - 12:30PM

Requests should be submitted by mail, e-mail or fax at least **NINETY (90) days in advance of the event** to allow for preparation and review of the Resolution and scheduling on Council's agenda. Requests may be sent by e-mail (slardis@columbiasc.net), fax (803-737-4250) or mailed to City Attorney's Office, ATTN: Shari Ardis, POB 667, Columbia, SC 29202. A draft Resolution will be prepared and forwarded for review to the event organizer, as well as to the City departments for coordination of City services and requirements (i.e., Police, Solid Waste, Parks and Recreation, etc.). Approval from the adjoining business/property owners must be obtained before your request will be submitted to City Council if streets are to be closed off during business hours. The event organizer is responsible for obtaining a permit or license if required by the South Carolina Department of Revenue.

***Outdoor possession and consumption of beer and wine beverages only, all outdoor musical performances and use of sound-amplifying devices shall end by 10:00 p.m. due to the proximity of events to residential properties.**

****With the exception of the parks listed in Sec. 15-1 Prohibited acts in parks (8), POSSESSION OF LIQUOR IS STRICTLY PROHIBITED. VIP tents or VIP areas for possession and consumption of alcoholic beverages or alcoholic liquors within the event area are prohibited.**

NOTE: **This form should only be used for public events where beer and/or wine are to be sold and consumed on City property** (i.e., Five After Five, St. Patrick's Festival, Concerts in Finlay Park, etc.).

This form **should not** be used to request use of City property for **private** events (birthday, retirement, anniversary parties, etc.) nor for sidewalk sales or neighborhood block parties. Requests for private events at City parks should be made through the Parks and Recreation Department. Requests for sidewalk sales should be made to the City Manager. Requests for street closings for private neighborhood block parties should be made to the Police Department Special Events and Public Safety.

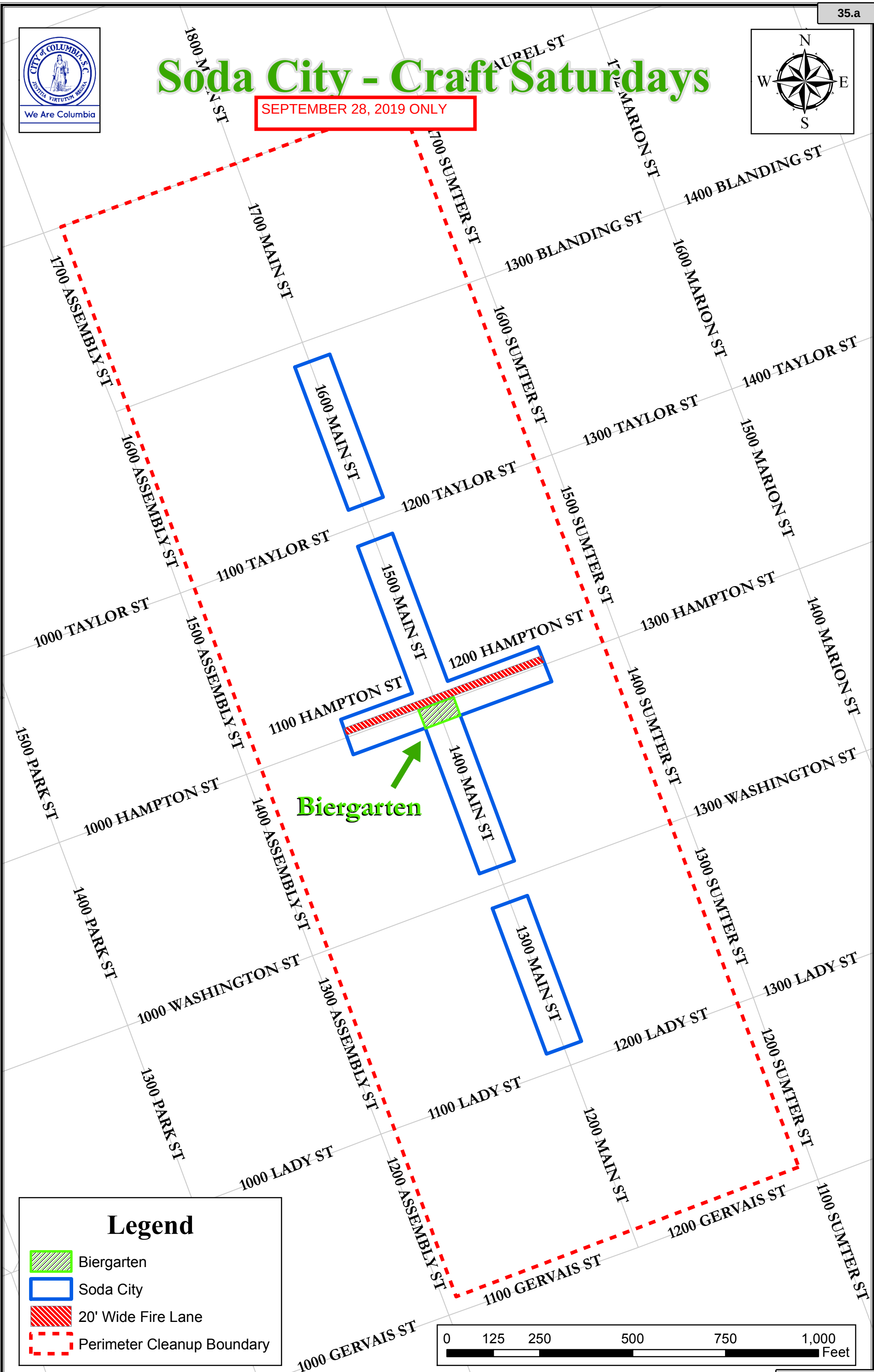
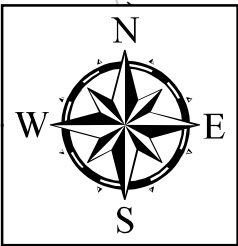
Fire Marshal George N. Adams, Jr., 803-545-3703; cfdgadams@columbiasc.netLegal Department - Shari Ardis; 803-737-4242; slardis@columbiasc.net or fax 803-737-4250 - resolution preparationPolice Department Special Events - Officer Robert Hall; 803-545-3535; rjhall@columbiasc.net parade permit, policeParks and Recreation - Pearl Osborne; 803-545-3100; peosborne@columbiasc.net park reservationsPolice Department Community Services - Brenda Murphy; 803-545-3507; bmmurphy@columbiasc.net - street closing

Last revised: 1/2017



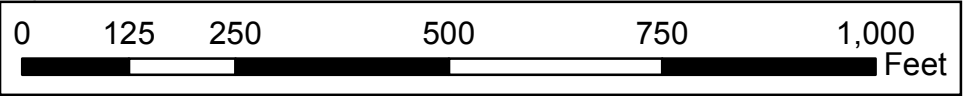
Soda City - Craft Saturdays

SEPTEMBER 28, 2019 ONLY



Legend

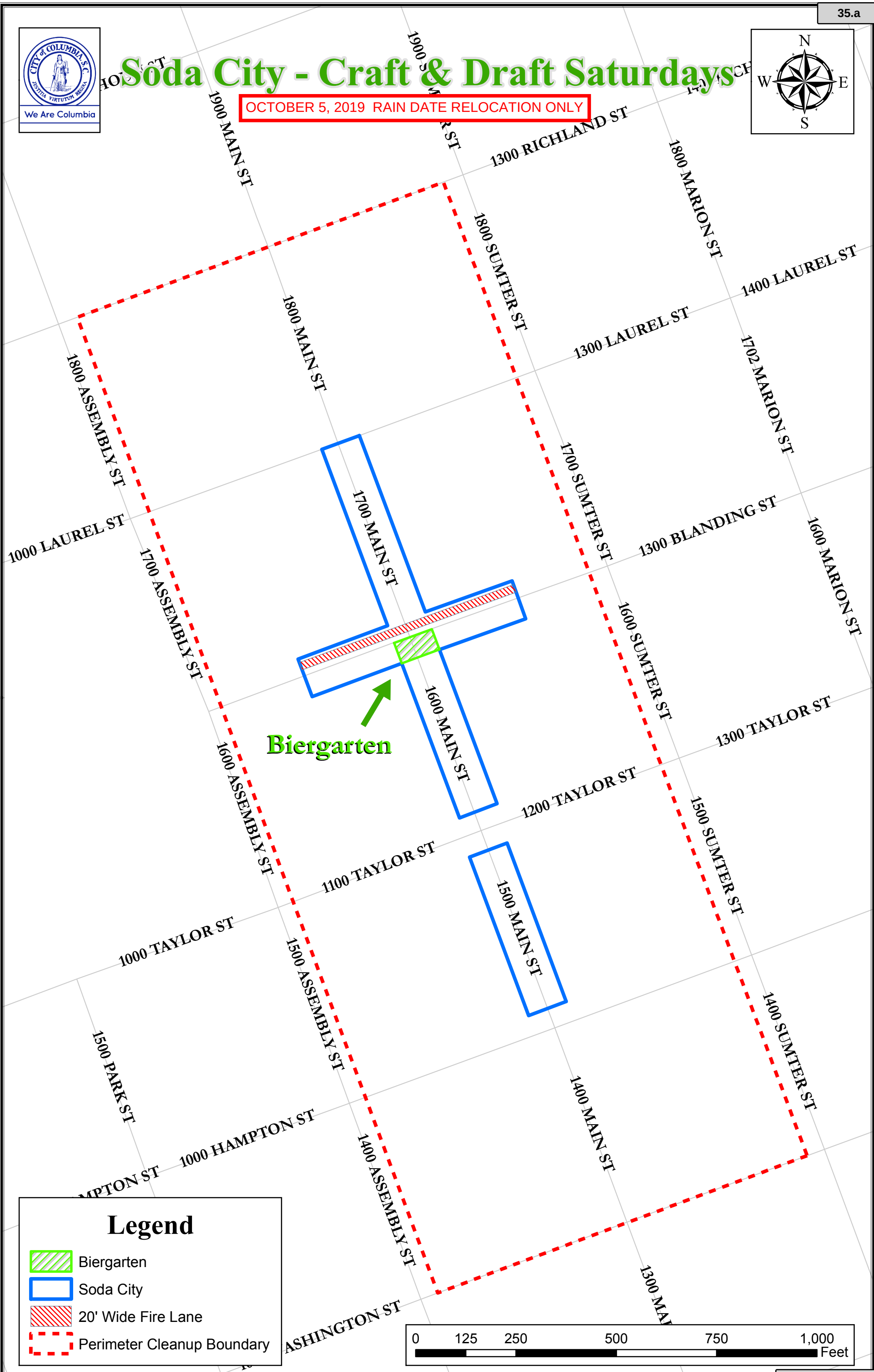
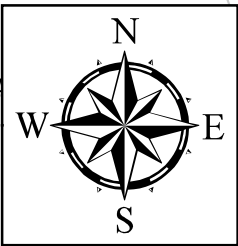
-  Biergarten
-  Soda City
-  20' Wide Fire Lane
-  Perimeter Cleanup Boundary





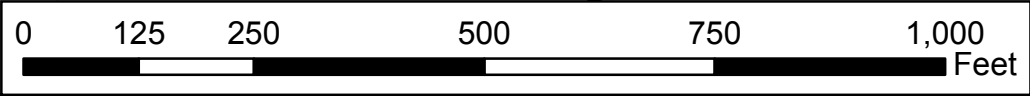
Soda City - Craft & Draft Saturdays

OCTOBER 5, 2019 RAIN DATE RELOCATION ONLY



Legend

-  Biergarten
-  Soda City
-  20' Wide Fire Lane
-  Perimeter Cleanup Boundary





We Are Columbia

MEETING DATE: August 20, 2019

DEPARTMENT: Legal Department

FROM: *Shari Ardis, Legal Office Manager*

SUBJECT: Resolution No.: R-2019-072 Authorizing consumption of beer and wine only at Soda City Market: Craft Saturday only within the designated Biergarten Area, and for the Market relocation to the 1500, 1600 and 1700 blocks of Main Street excluding all sidewalks, Boyd Plaza and the intersection of Main Street and Taylor Street on Saturday, October 26, 2019 with a rain contingency date of Saturday, November 2, 2019

FUNDING SOURCE & ORIGINAL BUDGET:

FOCUS AREAS: Attracting & Retaining Talent, Economic Prosperity - Endless Possibilities

ATTACHMENTS:

- **#a:** R-2019-072 Soda City Market Craft Saturday (Oct 26) (PDF)

RESOLUTION NO.: R-2019-072

Authorizing consumption of beer and wine only at Soda City Market: Craft Saturday only within the designated Biergarten Area, and for the Market relocation to the 1500, 1600 and 1700 blocks of Main Street excluding all sidewalks, Boyd Plaza and the intersection of Main Street and Taylor Street on Saturday, October 26, 2019 with a rain contingency date of Saturday, November 2, 2019

WHEREAS, Emile DeFelice ("Sponsor") is sponsoring the Soda City Market: Craft Saturday to be held only within the designated Biergarten area located in the closed portions of the intersection of Main Street and Blanding Street, the half block area of the 1100 block of Blanding Street east of the entrance to the driveway located behind 1649 Main Street and the garage located under the Richland County Courthouse to allow ingress and egress to the driveway and garage; the half block area of the western portion of the eastbound lanes of the 1200 block of Blanding Street between Main Street and the entrance to the parking lot located behind Main Street Lofts, and in the half block area of the western portion of the westbound lanes of the 1200 block of Blanding Street between Main Street to the entrance to the parking lot located at 1215 Blanding Street to allow for ingress and egress to the parking lots; and to allow for a twenty (20') emergency lane; and,

WHEREAS, as outlined in Resolution R-2018-107 approved by City Council on November 20, 2018, the Market shall be relocated in the event dates coincide with other special events; and,

WHEREAS, the Market shall be relocated on Saturday, October 26, 2019 and in the event of rain, on Saturday, November 2, 2019, to the 1500 block of Main Street between Hampton Street and Taylor Street, excluding Boyd Plaza; the 1600 of Main Street between Taylor Street and Blanding Street, excluding the intersection of Main Street and Taylor Street; and the 1700 block of Main Street between Blanding Street and Laurel Street, excluding all sidewalks and excluding the parking lot between the Richland County Courthouse and City Hall; and,

WHEREAS, Sponsor has requested permission for the temporary closing and use of the designated Biergarten area located in the closed portions of the intersection of Main Street and Blanding Street, the half block area of the 1100 block of Blandi Street east of the entrance to the driveway located behind 1649 Main Street and the garage located under the Richland County Courthouse to allow ingress and egress to the driveway and garage; the half block area of the western portion of the eastbound lanes of the 1200 block of Blanding Street between Main Street and the entrance to the parking lot located behind Main Street Lofts, and in the half block area of the western portion of the westbound lanes of the 1200 block of Blanding Street between Main Street to the entrance to the parking lot located at 1215 Blanding Street to allow for ingress and egress to the parking lots; and to allow for a twenty (20') emergency lane from 7:00 a.m. until 2:00 p.m. on Saturday, October 26, 2019, with a rain contingency of Saturday, November 2, 2019; for an event to be held from 9:00 a.m. until 1:00 p.m., and for patrons to consume beer and wine beverages only within the designated Biergarten area only during the event hours of 9:00 a.m. until 12:30 p.m., on Saturday, October 26, 2019, with a rain contingency date of Saturday, November 2, 2019; and,

WHEREAS, it has been determined that such an event would be in the public interest; NOW, THEREFORE,

BE IT RESOLVED by the Mayor and Council this ___ day of _____, 2019 that the sale of beer and wine beverages only is authorized within the designated Biergarten area only between the hours of 9:00 a.m. and 12:30 p.m. on Saturday, October 26, 2019, with a rain contingency date of Saturday, November 2, 2019; and,

BE IT FURTHER RESOLVED that all vendors be restricted to stationary location; and,

BE IT FURTHER RESOLVED that outdoor possession and consumption of beer and wine beverages, all outdoor musical performances and use of sound-amplifying devices shall end by 10:00 p.m. due to the proximity of the event to residential properties; and,

BE IT FURTHER RESOLVED that possession and consumption of alcoholic liquors or alcoholic beverages other than beer and/or wine beverages within the event area is prohibited; and,

BE IT FURTHER RESOLVED that VIP tents or VIP areas for the possession and consumption of alcoholic liquors or alcoholic beverages, other than beer or wine beverages, within the event area are prohibited; and,

BE IT FURTHER RESOLVED that organizer is responsible or shall make arrangements for the cleanup of all trash and debris within the festival area and within the designated area of impact as shown on the attached drawing, and shall place same in the roll carts provided by the City. Any overflow of trash and debris shall be placed in garbage bags with the top securely closed and placed beside the City roll carts. The number of roll carts needed for the event shall be determined by organizer and the City Solid Waste Division prior to the event and placed throughout the event area to ensure that trash and debris are well contained. Roll carts and bagged trash and debris shall be returned to the collection point designated by the City in a timely manner. If the organizer has not opted to use City services to clean up the festival area and within the designated area of impact as shown on the attached drawing, any costs incurred by the City in removing loose trash and debris within the festival area and within the designated area of impact as shown on the attached drawing, which the organizer has failed to clean up, shall be billed to and paid by the organizer; and,

BE IT FURTHER RESOLVED that only pedestrian traffic will be allowed within the area. All other traffic, including, but not limited to, automobiles, trucks, motorcycles, mopeds, bicycles, skate boards, and horses, except police horses, is prohibited. Canines and felines are allowed, provided that current leash laws are observed as are set out in the 1998 Code of Ordinances of the City of Columbia, as amended. Coolers, glass bottles, breakable glasses and/or cups, large bags and backpacks shall be prohibited; and,

BE IT FURTHER RESOLVED that during the designated time and only within the designated Biergarten area located in the closed portions of the intersection of Main Street and Blanding Street, the half block area of the 1100 block of Blanding Street east of the entrance to the driveway located behind 1649 Main Street and the garage located under the Richland County Courthouse to allow ingress and egress to the driveway and garage; the half block area of the western portion of the eastbound lanes of the 1200 block of Blanding Street between Main Street and the entrance to the parking lot located behind Main Street Lofts, and in the half block area of the western portion of the westbound lanes of the 1200 block of Blanding Street between Main Street to the entrance to the parking lot located at 1215 Blanding Street to allow for ingress and egress to the parking lots; and to allow for a twenty (20') emergency lane, and with the exception of the parking areas, adjacent off-street parking areas and other areas posted as to not allow alcoholic beverages, shall be declared to be a Public Park and provisions of Chapter 15, Parks and Recreation, Sec. 15-1, 15-2 and 15-3, Code of Ordinances of the City of Columbia, South Carolina are in effect. Pursuant to Chapter 14, Offenses and Miscellaneous Provisions, Article IV, Offenses Against the Public Peace and Order, Sec. 14-99, 1998 Code of Ordinances of the City of Columbia, South Carolina, only within the designated Biergarten area located in the closed portions of the intersection of Main Street and Blanding Street, the half block area of the 1100 block of Blanding Street east of the entrance to the driveway located behind 1649 Main Street and the garage located under the Richland County Courthouse to allow ingress and egress to the driveway and garage; the half block area of the western portion of the eastbound lanes of the 1200 block of Blanding Street between Main Street and the entrance to the parking lot located behind Main Street Lofts, and in the half block area of the western portion of the westbound lanes of the 1200 block of Blanding Street between Main Street to the entrance to the parking lot located at 1215 Blanding Street to allow for ingress and egress to the parking lots; and to allow for a twenty (20') emergency lane, and with the exception of the parking areas, adjacent off-street parking areas and any other areas posted as to not allow alcoholic beverages, is deemed to be the site of a public festival at which beer and wine beverages may be consumed and the prohibition against possession or consumption of alcoholic beverages set forth in Sec. 14-99 shall not apply. Possession and consumption of beer and wine beverages shall be permitted only in plastic cups, plastic or aluminum bottles or aluminum cans provided by vendors within the areas designated.

PROVIDED, FURTHER, that the event organizer shall provide the names and cell phone numbers of a least two contact persons who can receive complaints during the event, including any set up and breakdown times. The cell phones shall remain on at all times during the event and during any set up and breakdown time.

PROVIDED, FURTHER, that failure of the event organizer to strictly comply with the time frames and other requirements and responsibilities set forth in this resolution may result in a denial of subsequent requests to allow the event.

PROVIDED, HOWEVER, that no solicitation or transactions be made in violation of Sec. 14-32, 1998 Code of Ordinances of the City of Columbia, South Carolina.

BE IT FURTHER RESOLVED that in the event of inclement weather on Saturday October 26, 2019, that the Market shall be relocated to the 1500 block of Main Street between Hampton Street and Taylor Street, excluding Boyd Plaza; the 1600 of Main Street between Taylor Street and Blanding Street, excluding the intersection of Main Street and Taylor Street; and the 1700 block of Main Street between Blanding Street and Laurel Street, excluding all sidewalks and excluding the parking lot between the Richland County Courthouse and City Hall and the designated Biergarten area shall be located in the closed portions of the intersection of Main Street and Blanding Street, the half block area of the 1100 block of Blanding Street east of the entrance to the driveway located behind 1649 Main Street and the garage located under the Richland County Courthouse to allow ingress and egress to the driveway and garage; the half block area of the western portion of the eastbound lanes of the 1200 block of Blanding Street between Main Street and the entrance to the parking lot located behind Main Street Lofts, and in the half block area of the western portion of the westbound lanes of the 1200 block of Blanding Street between Main Street to the entrance to the parking lot located at 1215 Blanding Street to allow for ingress and egress to the parking lots; and to allow for a twenty (20') emergency lane, and with the exception of the parking areas, adjacent off-street parking areas and other areas posted as to not allow alcoholic beverages, on Saturday, November 2, 2019. The hours of operation for the event, service of beer and wine at the event and closing of streets for set up, clean up and crowd control of the event shall remain as outlined above.

BE IT FURTHER RESOLVED that should the organizer reschedule the event for another date beyond one (1) week from the date of the originally scheduled event, a request for a resolution of City Council approving the new date of the event shall be required.

Requested by:

Assistant City Manager Shealy

Mayor

Approved by:

City Manager

Approved as to form:

ATTEST:

City Attorney

City Clerk

Introduced:

Final Reading:

DATE OF REQUEST	07/05/2019	REQUESTOR'S NAME/CONTACT INFORMATION (E-MAIL/PHONE#/FAX#)	Erin Curtis Operations Director, Soda City erin@sodacitysc.com 803 269 3241
EVENT NAME/PURPOSE (i.e., St. Patrick's/Charity Fund-raiser)	Soda City Market: Craft Saturdays		
DATE(S) OF EVENTS:	October 26, 2019		
RAIN CONTINGENCY DATE: (Rescheduling due to inclement weather is allowed once within one week from the date of the originally scheduled event upon 24-hours written notice to the City, without a new request. The time of event operation shall remain the same.)	November 2, 2019		
LOCATION OF EVENT (i.e., Amphitheater area of Finlay Park; 1300 and 1400 blocks of Main Street between Lady Street and Hampton Street)	1500 - 1700 blocks of Main Street		
STREET(S) OR PARK AREA TO BE CLOSED (i.e., 1300 and 1400 blocks of Main Street between Lady Street and Hampton Street; Amphitheater area of Finlay Park; Boyd Plaza)	BIERGARTEN LOCATION: Blanding & Main Intersection and the half block area of the 1100 block of Blanding Street east of the court house entrance and 1200 block of Blanding Street west of the parking lot entrance to Villa Tronco		
HOURS FOR STREET(S) OR PARK AREA TO BE CLOSED (i.e., 5:00 p.m. - 12:00 a.m.) ALLOW TIME FOR SET UP/CLEAN UP	7AM - 2:00PM (Normal Soda City Market operating hours)		
HOURS OF EVENT (i.e., 6:00 p.m. - 10:00 p.m.)*	9AM - 1PM		
HOURS OF SERVICE OF BEER/WINE BEVERAGES ONLY (NO LIQUOR**) (Service should end one-half hour prior to end of event, i.e., event is 6-10 p.m., beer/wine service is 6-9:30 p.m.)*	9AM - 12:30PM		

Requests should be submitted by mail, e-mail or fax at least **NINETY (90) days in advance of the event** to allow for preparation and review of the Resolution and scheduling on Council's agenda. Requests may be sent by e-mail (slardis@columbiasc.net), fax (803-737-4250) or mailed to City Attorney's Office, ATTN: Shari Ardis, POB 667, Columbia, SC 29202. A draft Resolution will be prepared and forwarded for review to the event organizer, as well as to the City departments for coordination of City services and requirements (i.e., Police, Solid Waste, Parks and Recreation, etc.). **Approval from the adjoining business/property owners must be obtained before your request will be submitted to City Council if streets are to be closed off during business hours.** The event organizer is responsible for obtaining a permit or license if required by the South Carolina Department of Revenue.

***Outdoor possession and consumption of beer and wine beverages only, all outdoor musical performances and use of sound-amplifying devices shall end by 10:00 p.m. due to the proximity of events to residential properties.**

****With the exception of the parks listed in Sec. 15-1 Prohibited acts in parks (8), POSSESSION OF LIQUOR IS STRICTLY PROHIBITED. VIP tents or VIP areas for possession and consumption of alcoholic beverages or alcoholic liquors within the event area are prohibited.**

NOTE: **This form should only be used for public events where beer and/or wine are to be sold and consumed on City property** (i.e., Five After Five, St. Patrick's Festival, Concerts in Finlay Park, etc.).

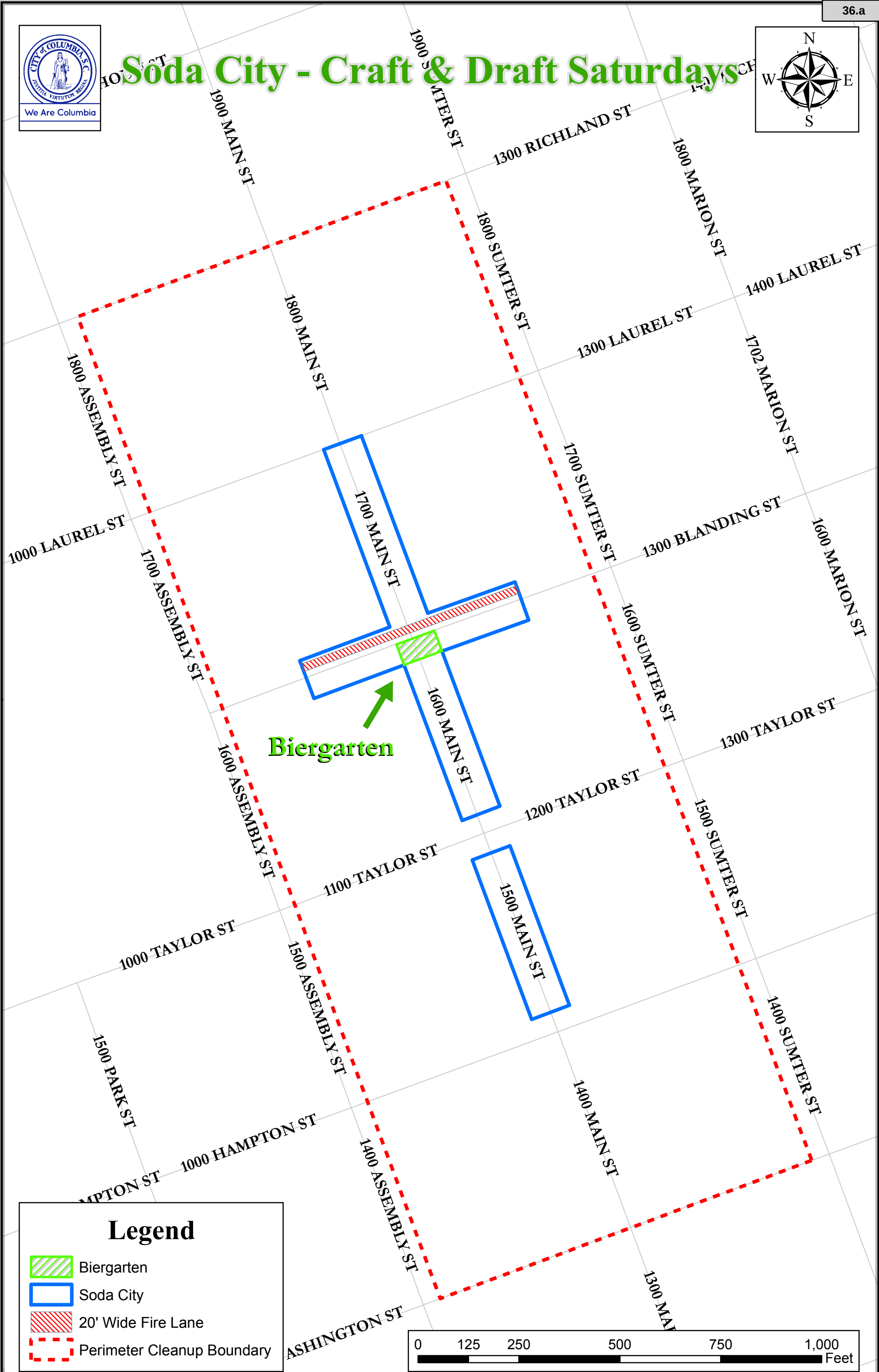
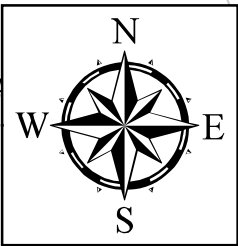
This form **should not** be used to request use of City property for **private** events (birthday, retirement, anniversary parties, etc.) nor for sidewalk sales or neighborhood block parties. Requests for private events at City parks should be made through the Parks and Recreation Department. Requests for sidewalk sales should be made to the City Manager. Requests for street closings for private neighborhood block parties should be made to the Police Department Special Events and Public Safety.

Fire Marshal George N. Adams, Jr., 803-545-3703; cfdgadams@columbiasc.net
Legal Department - Shari Ardis; 803-737-4242; slardis@columbiasc.net or fax 803-737-4250 - resolution preparation
Police Department Special Events - Officer Robert Hall; 803-545-3535; rjhall@columbiasc.net **parade permit, police**
Parks and Recreation - Pearl Osborne; 803-545-3100; peosborne@columbiasc.net **park reservations**
Police Department Community Services - Brenda Murphy; 803-545-3507; bmmurphy@columbiasc.net - **street closing**

Last revised: 1/2017

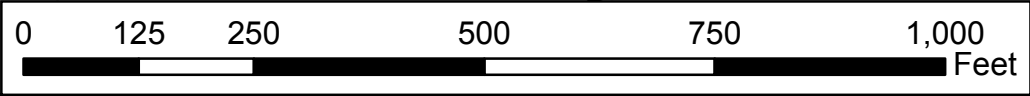


Soda City - Craft & Draft Saturdays



Legend

-  Biergarten
-  Soda City
-  20' Wide Fire Lane
-  Perimeter Cleanup Boundary





We Are Columbia

MEETING DATE: August 20, 2019

DEPARTMENT: Legal Department

FROM: *Shari Ardis, Legal Office Manager*

SUBJECT: Resolution No.: R-2019-077 Authorizing consumption of beer and wine only at Vista Lights 2019 on November 21, 2019

FUNDING SOURCE & ORIGINAL BUDGET:

FOCUS AREAS: Attracting & Retaining Talent, Connecting Our Community, Economic Prosperity - Endless Possibilities, Enhancing Columbia's Neighborhoods

ATTACHMENTS:

- **#a:** R-2019-077 Vista Lights (Nov 21) (PDF)

RESOLUTION NO.: R-2019-077

Authorizing consumption of beer and wine only at Vista Lights 2019 on November 21, 2019

WHEREAS, the Congaree Vista Guild ("Guild") is hosting Vista Lights on Thursday, November 21, 2019 from 5:00 p.m. until 10:00 p.m.; and,

WHEREAS, the Guild has requested permission for the temporary closing and use of the 1100 and 1200 blocks of Lincoln Street between Senate Street and Lady Street, and the 1100 and 1200 blocks of Park Street between Lady Street and Senate Street from 4:30 p.m. until 10:00 p.m., and the 800 through 1000 blocks of Gervais Street between Gadsden Street and Assembly Street, from 6:00 p.m. until 10:00 p.m. for preparation and staging of the area for an outdoor event to be held between 5:00 p.m. and 10:00 p.m., and for patrons to consume beer and wine beverages only at the event during the hours of 5:00 p.m. and 9:30 p.m.; and,

WHEREAS, the Guild has requested that the City Manager and the Parks and Recreation Director be authorized to sign the attached "Park Rules for the Congaree Vista Guild" so that the rules may be posted at all entrances into the event area; and,

WHEREAS, it has been determined that such an event would be in the public interest; NOW, THEREFORE,

BE IT RESOLVED by the Mayor and Council this ____ day of _____, 2019, that the sale of beer and wine beverages only in plastic containers or cans only is authorized between the hours of 5:00 p.m. and 9:30 p.m. on Thursday, November 21, 2019; and,

BE IT FURTHER RESOLVED that the City Manager and Parks and Recreation Director are hereby authorized to sign the attached Park Rules for the Congaree Vista Guild to Conduct Street and Sidewalk Sales for Vista Lights and that the rules shall be posted at all entrances into the event area; and,

BE IT FURTHER RESOLVED that the City's Parking Services Division shall have all parking meters within the designated festival area bagged by 3:00 p.m. on Thursday, November 21, 2019; and,

BE IT FURTHER RESOLVED that all vendors be restricted to stationary location and that the Guild shall approve or disapprove all amplified entertainment activities; and,

BE IT FURTHER RESOLVED that possession and consumption of alcoholic liquors or alcoholic beverages other than beer and/or wine beverages only within the event area is prohibited; and,

BE IT FURTHER RESOLVED that VIP tents or VIP areas for the possession and consumption of alcoholic liquors or alcoholic beverages, other than beer or wine beverages only, within the event area are prohibited; and,

BE IT FURTHER RESOLVED that organizer is responsible or shall make arrangements for the cleanup of all trash and debris within the festival area and shall place same in the roll carts provided by the City. Any overflow of trash and debris shall be placed in garbage bags with the top securely closed and placed beside the City roll carts. The number of roll carts needed for the event shall be determined by organizer and the City Solid Waste Division prior to the event and placed throughout the event area to ensure that trash and debris are well contained. Roll carts and bagged trash and debris shall be returned to the collection point designated by the City in a timely manner. If the organizer has not opted to use City services to clean up the festival area, any costs incurred by the City in removing loose trash and debris within the festival area, which the organizer has failed to clean up, shall be billed to and paid by the organizer; and,

BE IT FURTHER RESOLVED that outdoor possession and consumption of beer and wine beverages only, all outdoor musical performances and use of sound-amplifying devices shall end by 10:00 p.m. due to the proximity of the event to residential properties; and,

BE IT FURTHER RESOLVED that only pedestrian traffic will be allowed within the area. All other traffic, including, but not limited to, automobiles, trucks, motorcycles, mopeds, bicycles, skate boards, and horses, except police horses, police golf carts, and horse-drawn carriages, is prohibited. All pets, including snakes, shall be prohibited. Coolers, glass bottles, breakable glasses and/or cups, large bags and backpacks shall be prohibited; and,

BE IT FURTHER RESOLVED that during the designated time the closed portion of the 1100 and 1200 blocks of Lincoln Street between Senate Street and Lady Street, and the 1100 and 1200 blocks of Park Street between Lady Street and Senate Street from 5:00 p.m. until 10:00 p.m., and the 800 through 1000 blocks of Gervais Street between Gadsden Street and Assembly Street from 6:00 p.m. until 10:00 p.m., with the exception of the parking area and any other areas posted as to not allow alcoholic beverages, shall be declared to be a Public Park and provisions of Chapter 15, Parks and Recreation, Sec. 15-1, 15-2 and 15-3, Code of Ordinances of the City of Columbia, South Carolina are in effect. Pursuant to Chapter 14, Offenses and Miscellaneous Provisions, Article IV, Offenses Against the Public Peace and Order, Sec. 14-99, 1998 Code of Ordinances of the City of Columbia, South Carolina, the closed portion of the 1100 and 1200 blocks of Lincoln Street between Senate Street and Lady Street, and the 1100 and 1200 blocks of Park Street between Lady Street and Senate Street from 5:00 p.m. until 10:00 p.m., and the 800 through 1000 blocks of Gervais Street between Gadsden Street and Assembly Street from 6:00 p.m. until 10:00 p.m., with the exception of the parking area and any other areas posted as to not allow alcoholic beverages, is deemed to be the site of a public festival at which beer and wine beverages only may be consumed and the prohibition against possession or consumption of alcoholic beverages set forth in Sec. 14-99 shall not apply. Possession and consumption of beer and wine beverages only shall be permitted only in containers provided by vendors within the areas designated.

PROVIDED, FURTHER, that the event organizer shall provide the names and cell phone numbers of a least two contact persons who can receive complaints during the event, including any set up and breakdown times. The cell phones shall remain on at all times during the event and during any set up and breakdown time.

PROVIDED, FURTHER, that failure of the event organizer to strictly comply with the time frames and other requirements and responsibilities set forth in this resolution may result in a denial of subsequent requests to allow the event.

PROVIDED, HOWEVER, that no solicitation or transactions be made in violation of Sec. 14-32, 1998 Code of Ordinances of the City of Columbia, South Carolina.

BE IT FURTHER RESOLVED that in the event of inclement weather on November 21, 2019, the City Manager is authorized to approve the rescheduling of the event for another date within one (1) week from the date of the originally scheduled event upon receiving twenty-four (24) hours written notice requesting the rescheduling of the event. The hours of operation for the event, service of beer and wine at the event and closing of streets for set up, clean up and crowd control of the event shall remain as outlined above.

BE IT FURTHER RESOLVED that should the organizer reschedule the event for another date beyond one (1) week from the date of the originally scheduled event, a request for a resolution of City Council approving the new date of the event shall be required.

Requested by:

Assistant City Manager Shealy

Mayor

Approved by:

City Manager

Approved as to form:

ATTEST:



City Attorney

City Clerk

Introduced:
Final Reading:

**Park Rules for the Congaree Vista Guild to Conduct Street and Sidewalk Sales for Vista Lights
(R-2019-077)**

WHEREAS, Columbia City Council adopted Resolution R-2019-077 on _____, 2019, allowing the Congaree Vista Guild to Conduct Street and Sidewalk Sales for the Vista Lights to be held on Thursday, November 21, 2019 in the area commonly known as the Vista; and,

WHEREAS, certain areas of the public rights of way and public property have been designated as a public park for the event as more particularly set forth in Resolution R-2019-077, which is incorporated herein by specific reference thereto; and,

WHEREAS, the City's Parks and Recreation Department hereby authorizes the use of the public park designated by R-2019-077 for the Congaree Vista Guild to Conduct Street and Sidewalk Sales for Vista Lights; and,

WHEREAS, City Ordinance Sec. 15-1 (12) and Sec. 15-3 permit the Director of Parks and Recreation to promulgate rules and regulations within a public park, subject to the approval of the City Manager; and,

WHEREAS, it is anticipated that a large number of City of Columbia citizens and visitors will attend the event and will be allowed to consume beer and wine only within the public park; and,

WHEREAS, in order to promote the general health, safety and welfare of the citizens of the City of Columbia and visitors attending the event, I find it necessary to promulgate rules and regulations to apply within the public park established pursuant to Resolution R-2019-077; NOW, THEREFORE

The following additional park rules are hereby promulgated for the Congaree Vista Guild to Conduct Street and Sidewalk Sales for Vista Lights and shall apply within the area designated as a public park and a violation thereof is unlawful:

1. Official festival tokens are required for the purchase of food and beverages within the designated park area.
2. Over age twenty-one (21) wristbands from the identification check station are required for patrons to consume beer or wine in the designated park area.
3. All persons under the age of sixteen (16) must be accompanied by an adult.
4. No glass containers are allowed.
5. No coolers, outside food or beverages (including alcohol) are allowed.
6. No backpacks or bags are allowed.
7. Only beer and wine are permitted. No other alcoholic beverages of any kind are allowed, unless within an area permitted by an existing encroachment ordinance which permits the serving of beer, wine and other alcoholic beverages during its normal course of business.
8. All beer and wine must be served and consumed from a plastic cup, a plastic bottle, an aluminum can or an aluminum bottle.
9. No pets are allowed.

Violation of these rules may result in criminal prosecution. The aforesaid rules shall be prominently displayed on signage which shall be located at all entrances into the designated park area.

City of Columbia

BY: _____
Randy Davis
ITS: Parks and Recreation Director

Date: _____

I hereby approve the foregoing park rules this ____ day of _____, 2019.

City of Columbia

BY: _____
Teresa B. Wilson
ITS: City Manager

DATE OF REQUEST

17/24/19

REQUESTOR'S NAME/CONTACT
INFORMATION (E-MAIL/
PHONE#/FAX#)Congaree Vista Guild
meredith@vistacolumbia.com
803-730-3223 (cell)

37.a

EVENT NAME/PURPOSE (i.e., St. Patrick's/Charity Fund-raiser)

Vista Lights
annual holiday festival

DATE(S) OF EVENTS:

Thursday, November 21, 2019

RAIN CONTINGENCY DATE:

(Rescheduling due to inclement weather is allowed once within one week from the date of the originally scheduled event upon 24-hours written notice to the City, without a new request. The time of event operation shall remain the same.)

None

LOCATION OF EVENT

(i.e., Amphitheater area
of Finlay Park; 1300 and 1400 blocks
of Main Street between Lady Street
and Hampton Street)Heart of the Vista
Gervais Street from Assembly to Gadsden
Lincoln Street from Lady to Senate
Park Street from Lady to SenateSTREET(S) OR PARK AREA TO BE
CLOSED(i.e., 1300 and 1400 blocks of Main
Street between Lady Street and
Hampton Street; Amphitheater area of
Finlay Park; Boyd Plaza)1100 & 1200 blocks of Lincoln Street (between Lady and Senate)
1100 & 1200 blocks of Park Street (between Lady and Senate)
800 through 1000 blocks of Gervais Street (between Gadsden and Assembly)HOURS FOR STREET(S) OR PARK AREA TO
BE CLOSED(i.e., 5:00 p.m. - 12:00 a.m.
ALLOW TIME FOR SET UP/CLEAN UP

4:30-10:00 PM

HOURS OF EVENT

(i.e., 6:00 p.m. - 10:00 p.m.)*

5:00 - 10:00 PM

HOURS OF SERVICE OF BEER/WINE BEVERAGES ONLY (NO LIQUOR**)

(Service should end one-half hour prior to end of event, i.e., event is 6-10 p.m., beer/wine service is 6-9:30 p.m.)*

5:00 - 9:30 PM

Requests should be submitted by mail, e-mail or fax at least **NINETY (90) days in advance of the event** to allow for preparation and review of the Resolution and scheduling on Council's agenda. Requests may be sent by e-mail (slardis@columbiasc.net), fax (803-737-4250) or mailed to City Attorney's Office, ATTN: Shari Ardis, POB 667, Columbia, SC 29202. A draft Resolution will be prepared and forwarded for review to the event organizer, as well as to the City departments for coordination of City services and requirements (i.e., Police, Solid Waste, Parks and Recreation, etc.). Approval from the adjoining business/property owners must be obtained before your request will be submitted to City Council if streets are to be closed off during business hours. The event organizer is responsible for obtaining a permit or license if required by the South Carolina Department of Revenue.

***Outdoor possession and consumption of beer and wine beverages only. all outdoor musical performances and use of sound-amplifying devices shall end by 10:00 p.m. due to the proximity of events to residential properties.**

****With the exception of the parks listed in Sec. 15-1 Prohibited acts in parks (8), POSSESSION OF LIQUOR IS STRICTLY PROHIBITED. VIP tents or VIP areas for possession and consumption of alcoholic beverages or alcoholic liquors within the event area are prohibited.**

NOTE: This form should only be used for public events where beer and/or wine are to be sold and consumed on City property (i.e., Five After Five, St. Patrick's Festival, Concerts in Finlay Park, etc.).

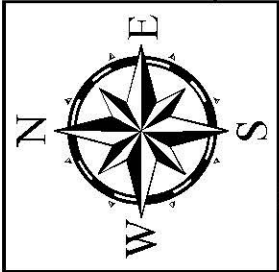
This form **should not** be used to request use of City property for **private** events (birthday, retirement, anniversary parties, etc.) nor for sidewalk sales or neighborhood block parties. Requests for private events at City parks should be made through the Parks and Recreation Department. Requests for sidewalk sales should be made to the City Manager. Requests for street closings for private neighborhood block parties should be made to the Police Department Special Events and Public Safety.

Fire Marshal George N. Adams, Jr., 803-545-3703; cfdgadams@columbiasc.netLegal Department - Shari Ardis; 803-737-4242; slardis@columbiasc.net or fax 803-737-4250 - resolution preparationPolice Department Special Events - Officer Robert Hall; 803-545-3535; rihall@columbiasc.net parade permit, policeParks and Recreation - Pearl Osborne; 803-545-3100; peosborne@columbiasc.net park reservationsPolice Department Community Services - Brenda Murphy; 803-545-3507; bmmurphy@columbiasc.net - street closing

Last revised: 1/2017



Vista Lights

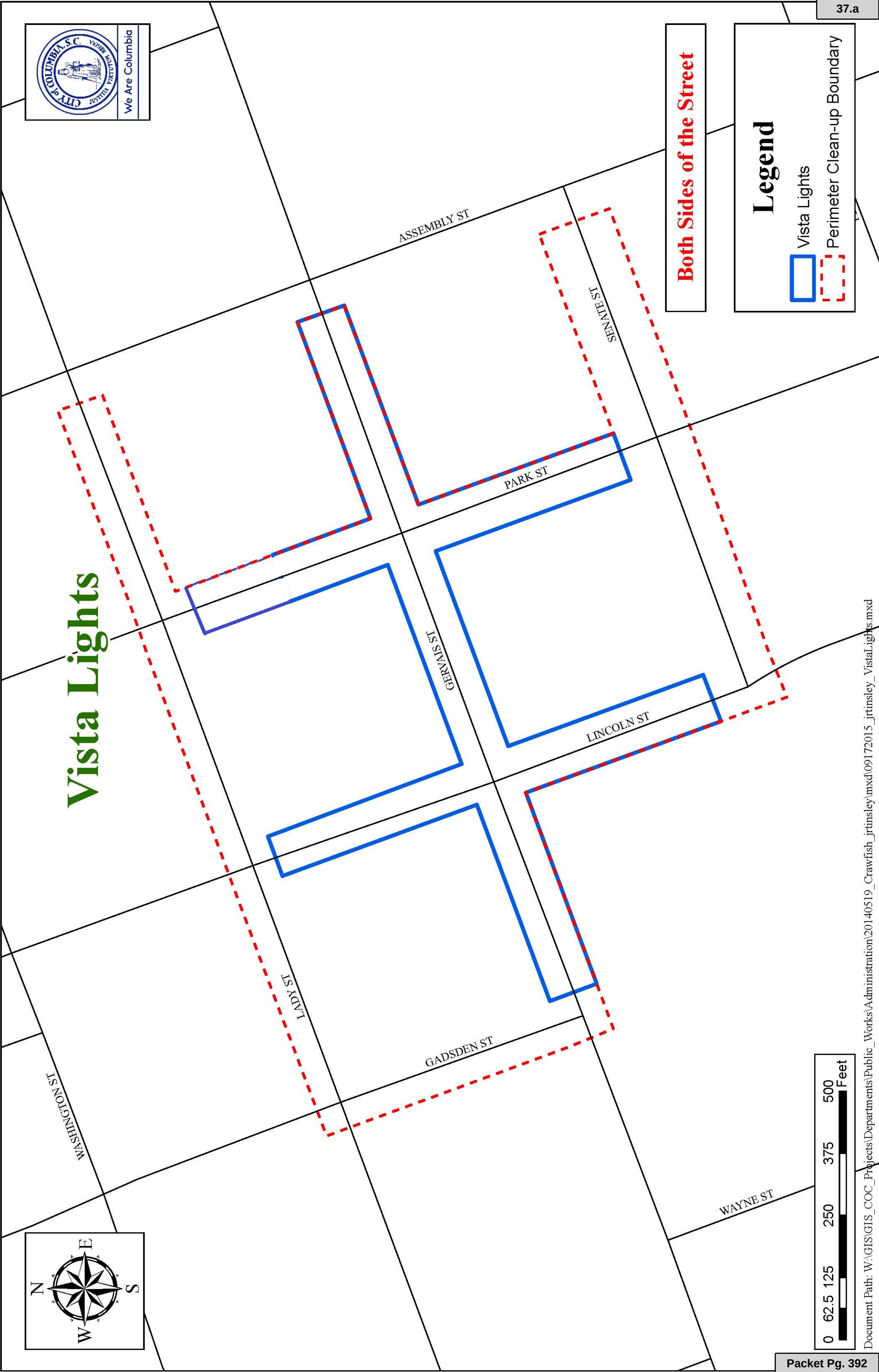
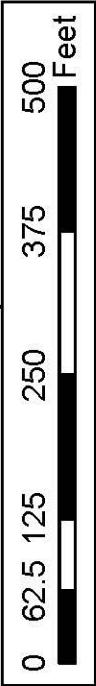


Both Sides of the Street

Legend

 Vista Lights

 Perimeter Clean-up Boundary





We Are Columbia

MEETING DATE: August 20, 2019

DEPARTMENT: Legal Department

FROM: *Shari Ardis, Legal Office Manager*

SUBJECT: Resolution No.: R-2019-079 Authorizing consumption of beer and wine only within Boyd Plaza adjacent to the Columbia Museum of Art for the Boyd Plaza Sonatas Fall Series on Tuesdays, October 29, 2019 and November 19, 2019

FUNDING SOURCE & ORIGINAL BUDGET:

FOCUS AREAS: Attracting & Retaining Talent, Connecting Our Community, Economic Prosperity - Endless Possibilities, Empowering Our Residents, Enhancing Columbia's Neighborhoods

ATTACHMENTS:

- **#a:** R-2019-079 CMA Boyd Plaza Sonatas (Oct 28 & Nov 19) (PDF)

RESOLUTION NO.: R-2019-079

Authorizing consumption of beer and wine only within Boyd Plaza adjacent to the Columbia Museum of Art for the Boyd Plaza Sonatas Fall Series on Tuesdays, October 29, 2019 and November 19, 2019

WHEREAS, the Columbia Museum of Art is sponsoring the Boyd Plaza Sonatas Fall Series in Boyd Plaza adjacent to the Museum on Tuesdays, October 29, 2019 and November 19, 2019 from 4:30 p.m. until 9:00 p.m.; and,

WHEREAS, the Museum has requested permission for the temporary closing and use of the courtyard/plaza area adjacent to the Museum on Tuesdays, October 29, 2019 and November 19, 2019 from 4:00 p.m. until 9:30 p.m. for set up, clean up, and staging of the event to be held on Tuesdays, October 29, 2019 and November 19, 2019 from 4:30 p.m. until 9:00 p.m.; for patrons to consume beer and wine beverages only during the event hours on October 29, 2019 and November 19, 2019 from 4:30 p.m. until 8:30 p.m.; and for crowd control and overflow; and,

WHEREAS, it has been determined that such an event would be in the public interest; NOW, THEREFORE,

BE IT RESOLVED by the Mayor and Council this ____ day of _____, 2019, that the sale of beer and wine beverages only within the Courtyard area adjacent to the Columbia Museum of Art is authorized between the hours of 4:30 p.m. and 8:30 p.m. Tuesdays, October 29, 2019 and November 19, 2019; and,

BE IT FURTHER RESOLVED that all vendors be restricted to stationary location; and,

BE IT FURTHER RESOLVED that outdoor possession and consumption of beer and wine beverages, all outdoor musical performances and use of sound-amplifying devices shall end by 10:00 p.m. due to the proximity of the event to residential properties; and,

BE IT FURTHER RESOLVED that only pedestrian traffic will be allowed within the area. All other traffic, including, but not limited to, automobiles, trucks, motorcycles, mopeds, bicycles, skate boards, and horses, except police horses, is prohibited. All pets shall be prohibited. Coolers, glass bottles, breakable glasses and/or cups, large bags and backpacks shall be prohibited; and,

BE IT FURTHER RESOLVED that VIP tents or VIP areas within the event area are prohibited; and,

BE IT FURTHER RESOLVED that organizer is responsible or shall make arrangements for the cleanup of all trash and debris within the festival area and within the designated area of impact as shown on the attached drawing, and shall place same in the roll carts provided by the City. Any overflow of trash and debris shall be placed in garbage bags with the top securely closed and placed beside the City roll carts. The number of roll carts needed for the event shall be determined by organizer and the City Solid Waste Division prior to the event and placed throughout the event area to ensure that trash and debris are well contained. Roll carts and bagged trash and debris shall be returned to the collection point designated by the City in a timely manner. If the organizer has not opted to use City services to clean up the festival area and within the designated area of impact as shown on the attached drawing, any costs incurred by the City in removing loose trash and debris within the festival area and within the designated area of impact as shown on the attached drawing, which the organizer has failed to clean up, shall be billed to and paid by the organizer; and,

BE IT FURTHER RESOLVED that during the designated time the closed portion of the courtyard/plaza area adjacent to the Museum, with the exception of the parking areas, adjacent off-street parking areas and other areas posted as to not allow alcoholic beverages, shall be declared to be a Public Park and provisions of Chapter 15, Parks and Recreation, Sec. 15-1, 15-2 and 15-3, Code of Ordinances of the City of Columbia, South Carolina are in effect. Pursuant to Chapter 14, Offenses and Miscellaneous

Provisions, Article IV, Offenses Against the Public Peace and Order, Sec. 14-99, 1998 Code of Ordinances of the City of Columbia, South Carolina, the courtyard/plaza area adjacent to the Museum, with the exception of the parking areas, adjacent off-street parking areas and any other areas posted as to not allow alcoholic beverages, is deemed to be the site of a public festival at which beer and wine beverages only may be consumed and the prohibition against possession or consumption of alcoholic beverages set forth in Sec. 14-99 shall not apply. Possession and consumption of beer and wine beverages shall be permitted only in plastic cups, plastic or aluminum bottles or aluminum cans provided by vendors within the areas designated.

PROVIDED, FURTHER, that the event organizer shall provide the names and cell phone numbers of a least two contact persons who can receive complaints during the event, including any set up and breakdown times. The cell phones shall remain on at all times during the event and during any set up and breakdown time.

PROVIDED, FURTHER, that failure of the event organizer to strictly comply with the time frames and other requirements and responsibilities set forth in this resolution may result in a denial of subsequent requests to allow the event.

PROVIDED, HOWEVER, that no solicitation or transactions be made in violation of Sec. 14-32, 1998 Code of Ordinances of the City of Columbia, South Carolina.

BE IT FURTHER RESOLVED that in the event of inclement weather on Tuesdays, October 29, 2019 and November 19, 2019, the City Manager is authorized to approve the rescheduling of the canceled event for another date within one (1) week from the date of the originally scheduled event upon receiving twenty-four (24) hours written notice requesting the rescheduling of the event. The hours of operation for the event, service of beer and wine only at the event and closing of streets for set up, clean up and crowd control of the event shall remain as outlined above.

BE IT FURTHER RESOLVED that should the organizer reschedule the event for another date beyond one (1) week from the date of the originally scheduled event, a request for a resolution of City Council approving the new date of the event shall be required.

Requested by:

Assistant City Manager Shealy

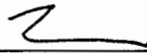
Mayor

Approved by:

City Manager

Approved as to form:

ATTEST:



City Attorney

City Clerk

Introduced:

Final Reading:

DATE OF REQUEST

8/11/19

REQUESTOR'S NAME/CONTACT
INFORMATION (E-MAIL/
PHONE#/FAX#)Wilson Bame - CMAA
843-617-9329
wbame@columbiamuseum.org

EVENT NAME/PURPOSE (i.e., St. Patrick's/Charity Fund-raiser)

Boyd Plaza Sonatas - Fall Series

DATE(S) OF EVENTS:

Oct. 29, Nov. 19

LOCATION OF EVENT

(i.e., Amphitheater area
of Finlay Park; 1300 and 1400 blocks
of Main Street between Lady Street
and Hampton Street)Columbia Museum of Art
1515 Main St.
Columbia, SC 29201STREET(S) OR PARK AREA TO BE
CLOSED(i.e., 1300 and 1400 blocks of Main
Street between Lady Street and
Hampton Street; Amphitheater area of
Finlay Park; Boyd Plaza)

Boyd Plaza

HOURS FOR STREET(S) OR PARK AREA TO
BE CLOSED

(i.e., 5:00 p.m. - 12:00 a.m.)

ALLOW TIME FOR SET UP/CLEAN UP

4 - 9:30 pm

HOURS OF EVENT

(i.e., 6:00 p.m. - 10:00 p.m.)*

4:30 - 9 pm

HOURS OF SERVICE OF BEER/WINE BEVERAGES ONLY (NO LIQUOR**)

(Service should end one-half hour prior to end of event, i.e., event is 6-10 p.m., beer/wine service is
6-9:30 p.m.)*

4:30 - 8:30

Requests should be submitted by mail, e-mail or fax at least **NINETY (90) days in advance of the event** to allow for preparation and review of the Resolution and scheduling on Council's agenda. Requests may be sent by e-mail (slardis@columbiasc.net), fax (803-737-4250) or mailed to City Attorney's Office, ATTN: Shari Ardis, POB 667, Columbia, SC 29202. A draft Resolution will be prepared and forwarded for review to the event organizer, as well as to the City departments for coordination of City services and requirements (i.e., Police, Solid Waste, Parks and Recreation, etc.). Approval from the adjoining business/property owners must be obtained before your request will be submitted to City Council if streets are to be closed off during business hours. The event organizer is responsible for obtaining a permit or license if required by the South Carolina Department of Revenue.

***Outdoor possession and consumption of beer and wine beverages only. all outdoor musical performances and use of sound-amplifying devices shall end by 10:00 p.m. due to the proximity of the event to residential properties.**

****With the exception of the parks listed in Sec. 15-1 Prohibited acts in parks (8), POSSESSION OF LIQUOR IS STRICTLY PROHIBITED. VIP tents or VIP areas for possession and consumption of alcoholic beverages or alcoholic liquors within the event area are prohibited.**

NOTE: This form should only be used for public events where beer and/or wine are to be sold and consumed on City property (i.e., Five After Five, St. Patrick's Festival, Concerts in Finlay Park, etc.).

This form **should not** be used to request use of City property for **private** events (birthday, retirement, anniversary parties, etc.) nor for sidewalk sales or neighborhood block parties. Requests for private events at City parks should be made through the Parks and Recreation Department. Requests for sidewalk sales should be made to the City Manager. Requests for street closings for private neighborhood block parties should be made to the Police Department Special Events and Public Safety.

Fire Marshal George N. Adams, Jr., 545-3703; 413-8553; cfdgadams@columbiasc.net

Legal Department - Shari Ardis; 737-4242; slardis@columbiasc.net - resolution preparation

Police Department Special Events - Officer Robert Hall; 545-3535; rjhall@columbiasc.net parade permit, police

Parks and Recreation - Loretta Coleman; 545-3100; leosborne@columbiasc.net park reservations

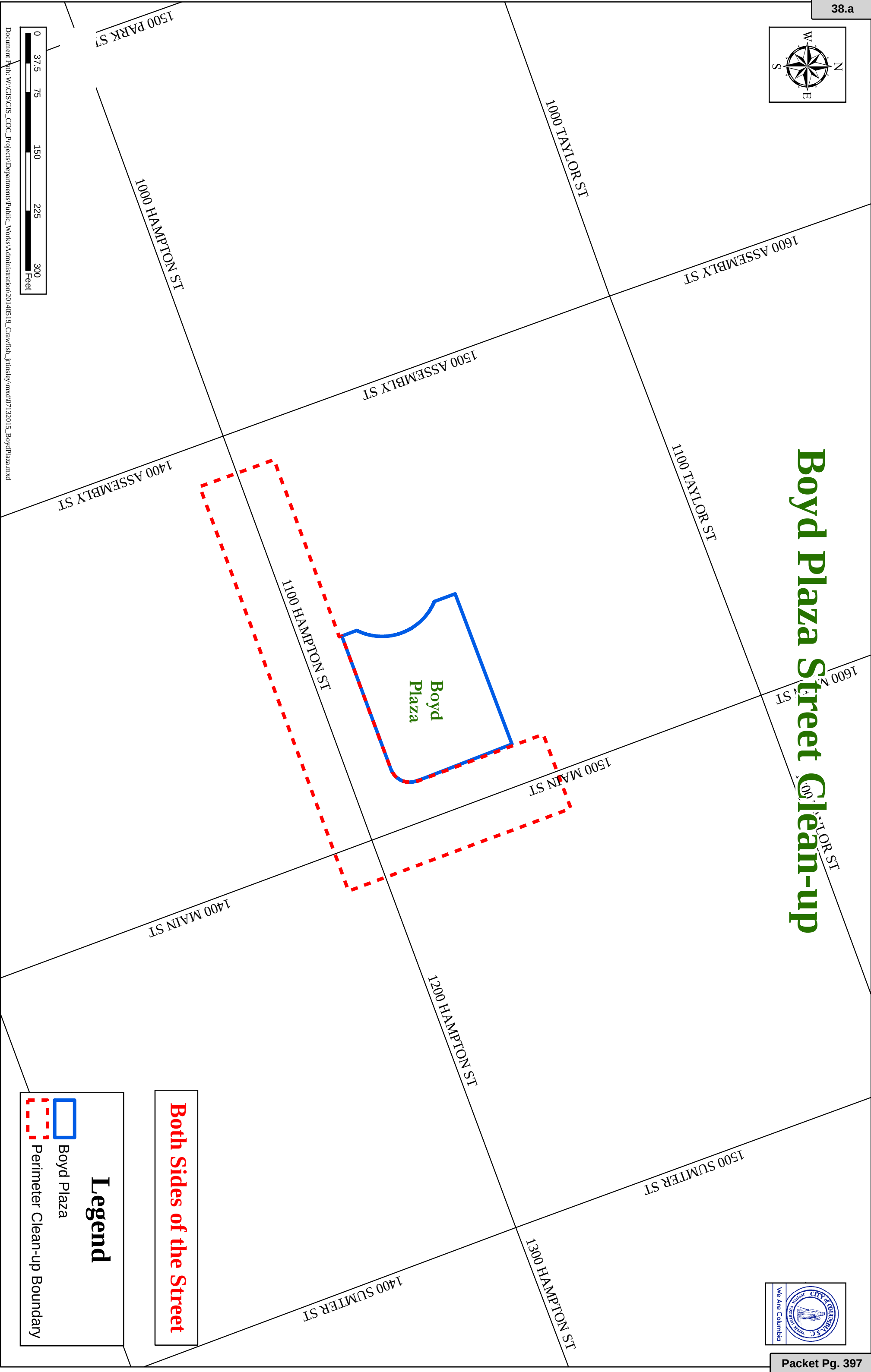
Police Department Community Services - Brenda Murphy; 545-3507; bmmurphy@columbiasc.net street closing

Last revised: 11/01/2013

R-2019-079



Boyd Plaza Street Clean-up



Boyd Plaza

Perimeter Clean-up Boundary

Legend

Both Sides of the Street





We Are Columbia

MEETING DATE: August 20, 2019

DEPARTMENT: City Clerk

FROM: *Erika Moore, City Clerk*

SUBJECT: She Did Day Proclamation – The Honorable Mayor Stephen K. Benjamin

FUNDING SOURCE & ORIGINAL BUDGET:

ATTACHMENTS:

- **#a:** ProclamationSheDidDay (PDF)



City of Columbia
A Proclamation

WHEREAS, the City of Columbia has a strong legacy of remarkable women; and

WHEREAS, in Columbia, only 6 of our 145 landmarks are specifically named for women; and

WHEREAS, only one of the 42 streets in downtown Columbia is intended to recognize a woman — Lady Street — yet its name does not reflect the true recipient, Martha Washington; and

WHEREAS, we believe in the power of moving through a city that recognizes women's achievements; and

WHEREAS, August 26, known as Women's Equality Day, commemorates the passage of the 19th Amendment granting women the right to vote in the United States; and

WHEREAS, Women's Equality Day provides an opportunity to recognize the continued struggles for all women to achieve full equality, here in Columbia and across our state and country;

WHEREAS, Columbia City of Women, a collaborative initiative of Historic Columbia and the Women's Rights and Empowerment Network, celebrates the victories of our city's women, connects through their stories, and empowers and supports one another; and

WHEREAS, when we believe we can we do; and

WHEREAS, the City of Columbia recognizes that because SHE -- the Rollin sisters, Celia Dial Saxon, Matilda Evans, Anna Heyward Taylor, Lucy Hampton Bostick, Modjeska Monteith Simkins, Sarah Leverette, Sarah Mae Flemming, Jean Toal, Harriet Hancock, Lilly Stern Filler, and Dawn Staley -- DID, we can,

NOW, THEREFORE I, Stephen K. Benjamin, Mayor of the City of Columbia, South Carolina, along with my fellow members of Columbia City Council, do hereby proclaim August 26 as

She Did Day

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

Stephen K. Benjamin
Mayor

Sam Davis
District I, Council Member

Tameika Isaac Devine
At-Large, Council Member

Moe Baddourah
District III, Council Member

Howard E. Duvall, Jr.
At-Large, Council Member

Edward McDowell, Jr.
District II, Council Member

Daniel Rickenmann
District IV, Council Member



We Are Columbia

MEETING DATE: August 20, 2019

DEPARTMENT: City Clerk

FROM: *Erika Moore, City Clerk*

SUBJECT: Kendrick Cross Day Proclamation & Key to the City – The Honorable Tameika Isaac Devine

FUNDING SOURCE & ORIGINAL BUDGET:

ATTACHMENTS:

- **#a:** Kendrick Cross Proclamation (PDF)



A Proclamation

Whereas, Kendrick Cross is a bicoastal actor working in Los Angeles and Atlanta, with roots in South Carolina and Smoketown, the Shepherd's Square neighborhood in Louisville, KY, a place of humble beginnings, made famous by Muhammad Ali; and

Whereas, He started his professional career on the WB's hit show Dawson's Creek and has made more than 75 appearances in film and television since; and

Whereas, His roles span characters on House of Payne, Drop Dead Diva, The Game, Insurgent, The Haves and The Have Nots, Acrimony, Containment, House of Cards, Homeland, Mr. Mercedes, Black Lightning and now on the new family nighttime drama Ambitions, where he plays Mr. Titus Hughes. Ambitions is produced by Will Packer and Jamey Giddens on the Oprah Winfrey Network; and

Whereas, Kendrick went to Wiesbaden High School in Mainz, Germany, Lower Richland High School, ultimately graduating with an Academic Diploma from Spring Valley High School in Columbia South Carolina.; and

Whereas, He holds a Computer Science degree from the University of South Carolina Salkehatchie where he played Division I Men's basketball earning "Most Improved Player" his first year; and

Whereas, He's an accomplished poet, having opened for, most notably, Boyz 2 Men and Charlie Wilson. Performing for the kids in the 'Cities in Schools' program and at the Annual. Martin Luther King Day at the State Museum in Columbia.; and

Whereas, In addition to acting, he has produced poetry CDs and hosted weekly spoken word, open-mic events to collect clothing for the homeless.; and

NOW, THEREFORE, I, Stephen K. Benjamin, Mayor of the City of Columbia, South Carolina, along with my fellow members of Columbia City Council, do hereby proclaim that this city honors and recognizes, August 20, 2019, as

Kendrick Cross Day

Stephen K. Benjamin
Mayor

Sam Davis
District I, Council Member

Tameika Isaac Devine
At-Large, Council Member

Moe Baddourah
District III, Council Member

Howard E. Duvall, Jr.
At-Large, Council Member

Edward H. McDowell, Jr.
District II, Council Member

Daniel Rickenmann
District IV, Council Member



We Are Columbia

MEETING DATE: August 20, 2019

DEPARTMENT: City Clerk

FROM: *Erika Moore, City Clerk*

SUBJECT: 2019 SC American Public Works Association Project of the Year Award - Dana R. Higgins, Director of Engineering

FUNDING SOURCE & ORIGINAL BUDGET:

FOCUS AREAS: Innovative & High Quality Municipal Services

The City of Columbia, S.C., and Woolpert were honored by the South Carolina American Public Works Association with its 2019 SC APWA Project of the Year Award in the category of Structures/Historical Restoration for their Martin Luther King Jr. Park Detention and Water Quality Project.

The project was a collaborative effort between Woolpert water resource engineers and landscape architects, Columbia Engineering and Parks and Recreation department staff, and the community to address routine flooding and water quality issues while improving the appearance and functionality of the park.



We Are Columbia

MEETING DATE: August 20, 2019

DEPARTMENT: City Clerk

FROM: *Erika Moore, City Clerk*

SUBJECT: Update from Experience Columbia SC - Mr. Bill Ellen,
President & CEO / Experience Columbia SC

**FUNDING SOURCE &
ORIGINAL BUDGET:**

FOCUS AREAS: Connecting Our Community



We Are Columbia

MEETING DATE: August 20, 2019

DEPARTMENT: City Clerk

FROM: *Erika Moore, City Clerk*

SUBJECT: Communities in Schools of the Midlands Update - Latasha Taste-Walker, Director of Development

**FUNDING SOURCE &
ORIGINAL BUDGET:**



We Are Columbia

MEETING DATE: August 20, 2019

DEPARTMENT: City Clerk

FROM: *Erika Moore, City Clerk*

SUBJECT: 14th Annual Dr. James R. Clark Memorial Sickle Cell Walk -
Ms. Yvonne Donald, M.A., CSCEC, Deputy Director of the
James R. Clark Memorial Sickle Cell Foundation and Ms.
Regina Brown, 2019 Walk Ambassador

**FUNDING SOURCE &
ORIGINAL BUDGET:**

FOCUS AREAS: Empowering Our Residents

ATTACHMENTS:

- **#a:** Website
- **#b:** Walk Press Release-Sickle Cell Walk 2019 (PDF)



News Release

Contact:

Yvonne Donald - 803-765-9916

Vesha Jamison

James R. Clark Memorial Sickle Cell Foundation Announces 14th Annual Walk

Columbia, S.C., August 14, 2019— On September 14, 2019, the Foundation will host the 14th Annual James R. Clark Memorial Sickle Cell Walk. One of Columbia's most notable community figures, Ms. Regina Brown, Manager Community Relations Prisma Health, Midlands will serve as the 2019 Walk Ambassador. For over two decades, Ms. Brown has served as a longtime advocate and supporter of the James R. Clark Foundation and those living daily with the challenges of sickle cell disease. The James R. Clark Foundation is very appreciative of Regina Brown's past and ongoing support of the Foundation and anticipate a wonderful 14th annual walk event. This is an opportunity to honor children, adults and families living with sickle cell disease and raise money for the James R. Clark Memorial Scholarship Fund. The Walk was envisioned by Peggie Funny, whose daughter is affected by sickle cell disease. Our 2018 Walk featured Dr. Lonnie Randolph Jr., retired Optometrist and South Carolina State Conference NAACP President Emeritus as our 2018 Walk Ambassador. We are thankful for Dr. Lonnie Randolph Jr.'s support as we pass the torch to Ms. Regina Brown.

Schedule of events:

This year's event will be held at Martin Luther King, Jr. Park, 2300 Greene Street, Columbia, SC. Participants can register online @ www.jamesrclarksicklecell.org

Schedule of events:

- On-site registration: 7:30 a.m.
- Kick-off ceremony: 8:00 a.m.
- Two-mile walk: 8:30 a.m.

The theme, "Breaking the Sickle Cell Cycle One Step at a Time," continues the legacy of the late Dr. James R. Clark, who was a trailblazer in improving medical treatment for sickle cell patients, as well as educating people about prevention of this chronic illness. Although more prevalent among people of ethnic ancestry, sickle cell disease afflicts all groups and races.

The registration fee is \$15 per person and includes a commemorative T-shirt. All proceeds provide educational awards to college-bound high school graduates and enrolled college students living with sickle cell disease. For more information, call 803-765-9916 or visit www.jamesrclarksicklecell.org.



We Are Columbia

MEETING DATE: August 20, 2019

DEPARTMENT: Planning and Development Services

FROM: *Krista Hampton, Director*

SUBJECT: **ADOPTION OF A UNIFIED DEVELOPMENT ORDINANCE
- Repeal Chapter 17 and Adopt a new Chapter 17**

PURPOSE: Ordinance No.: 2019-013 Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina, to repeal and replace Chapter 17, Planning, Land Development and Zoning

Proposal: Repeal Chapter 17 of the Columbia Code of Ordinances entitled “Planning, Land Development, and Zoning” and adopting a new Chapter 17 entitled “Unified Development Ordinance”

Pertinent Sections: Chapter 17 of the Columbia Code of Ordinances

Applicant: Krista Hampton, Director of Planning and Development Services

Staff Recommendation: Recommend to City Council for approval of the new Unified Development Ordinance

PC Recommendation: 01/07/2019; Approval (8-0)

The Public Hearing was held on March 19, 2019. First reading approval was given on August 6, 2019.

FUNDING SOURCE & ORIGINAL BUDGET:

FOCUS AREAS: Connecting Our Community, Economic Prosperity - Endless Possibilities, Empowering Our Residents, Planning Together

ATTACHMENTS:

- **#a:** TA-UDOAUG 2019 (PDF)
- **#b:** 2019-013 repeal and replace Chapter 17 (PDF)

HISTORY:

03/19/19

Columbia City Council

RECEIVED AS INFORMATION. NO ACTION WAS TAKEN.

The following individuals appeared before City Council:

Mr. Earl McLeod

Ms. Henri Baskins

Mr. Dan D'Alberto, Esq.

Ms. Virginai Harness

Ms. Pam Kendrick

Ms. Diane Wiley

Ms. Regina Williams

There was a consensus of Council to schedule a work session within the next 30-days to review the draft Unified Development Ordinance and to schedule first reading consideration in 6-weeks.

08/06/19

Columbia City Council

APPROVED ON FIRST READING.

Upon a motion made by Mr. Duvall and seconded by Ms. Devine, Council voted unanimously to approve Item 27 on first reading as amended to clarify that the recommendations from the Planing Commission are a part of this motion and City Council will have further discussion about future revisions before the ordinance becomes effective.



CITY COUNCIL

City Council Chambers, 3rd Floor, 1737 Main Street, Columbia, SC 29201

Zoning Text Amendment Case Summary **ADOPTION OF A UNIFIED DEVELOPMENT ORDINANCE** **Repeal Chapter 17 and Adopt a new Chapter 17**

Proposal:	Repeal Chapter 17 of the Columbia Code of Ordinances entitled “Planning, Land Development, and Zoning” and adopting a new Chapter 17 entitled “Unified Development Ordinance”
Pertinent Sections:	Chapter 17 of the Columbia Code of Ordinances
Applicant:	Krista Hampton, Director of Planning and Development Services
Staff Recommendation:	Recommend to City Council approval of the new Unified Development Ordinance
PC Recommendation:	01/07/2019; Approval (8-0)
ZPH, Public Hearing:	03/19/2019; Conducted and closed.
CC Work Session:	07/16/2019: Completed
1 st Reading:	08/06/2019: Pending
2 nd Reading:	08/20/2019; Pending

PLANS, POLICIES, AND LAND USE

The proposed Unified Development Ordinance (UDO) has been developed in order to directly address the recommendations of *Plan Columbia: Land Use Plan* (2015), which serves as the Land Use element of the City’s comprehensive plan. *Plan Columbia* set forth a vision and a series of guiding principles which also helped guide the Code rewrite process. It further identified five critical components, four of which are directly reflected in the proposed text: Adaptive Reuse, Infill Redevelopment, and Greenfield Development; Connections and Design; Development Types; and Building Types and Use. In contrast to the existing code, the proposed text will help to facilitate adaptive reuse, appropriate infill, and establish redevelopment and greenfield development guidelines within the regulatory framework. Connections and Design incorporates the concept of establishing gateways and gateway corridors, directly reflected by the proposed creation of zoning overlay districts such as OV-Gate-# and OV-HSV. *Plan Columbia* also established a series of development types for neighborhoods, activity centers and corridors, employment centers, and special districts, as well as an index of building and land use types to provide a textual and visual glossary for reference. These development types, coupled with the building and land use types associated with them, have helped inform the creation of the proposed zoning districts, as well as proposed regulations regarding scale, form, and massing for each of the zoning districts.

To review the full text of the proposed Unified Development Ordinance, please visit www.weplantogether.org or call the Zoning Division at 803-545-3333 to make an appointment to review a printed copy.

PROPOSED ZONING TEXT SUMMARY

◆ SUMMARY

The matter before the Planning Commission is a request to repeal Chapter 17 of the Columbia Code of Ordinances entitled “Planning, Land Development, and Zoning” also known as the “Zoning Ordinance” and replace it with the adoption of a new Chapter 17 entitled “Unified Development Ordinance.” The City’s Land Use Plan adopted in February 2015, entitled “Plan Columbia” supports this action.

Since the publication of the Public Hearing Draft in September, several revisions have been drafted for consideration. These proposed amendments follow this Case Summary and include the following:

- Amend OV-CCP district to include demolition review
- Amend Tree Protection standards to ensure that there is not an instance where tree protection results in an inability to develop a site and clarify the decision standards for Tree Removal Permits
- Amend and Bicycle Parking Standards to require bicycle parking in all districts.
- Amend Access, Mobility, and Circulation Standards so that pedestrian and bicycle access standards apply to development in all districts
- Amend the Conditional Use standards for Community Gardens to increase the allowable lot coverage for greenhouses to seventy-five percent.

◆ BACKGROUND

Columbia’s zoning code was last updated in the 1970s and while there are provisions that have aged well, much of it no longer reflects best practices of modern planning and zoning. It proves to be a blunt tool when implementing land use and design recommendations that arise from planning initiatives with one consequence being the overuse of Planned Unit Developments (PUD) and excessive variance and special exception requests. Furthermore, due to successive patches and amendments, it is a document that is largely unintelligible to those not accustomed to working with it on a regular basis.

To properly set the policy guidance needed to write development regulations, the City developed and adopted a new Land Use Plan in 2015. This plan was developed with more specificity than usual with the knowledge that a new code would follow adoption. Work on the new code began in late 2015 with the assistance of Clarion and Associates, the City’s Code Consultants. The work program has been as follows:

- Project Initiation
- Code Assessment
- Draft Development Code Module 1, 2, And 3
- Public Hearing Draft Development Code

Public meetings, City Council presentations, and stakeholder meetings were held to inform and receive input and feedback on the code. These meetings included:

May 11-13, 2015: Public Forum and Stakeholder Interviews

February 16-17, 2016: Public Meetings RE: Code Assessment presentation and discussion

May 23-24, 2016: Public Meetings RE: Module 1

January 17-18, 2018: Public Meetings RE: Modules 2 and 3
 March 27, 2018

All documents associated with the project, along with meeting updates are posted at the project website:
www.weplantogether.org

◆ **FOUR KEY THEMES**

Based upon input from the public, City Council, and staff, the consultants developed four key themes to guide the drafting of the new code.

1. Create a User-Friendly Code

General

- Reorganize the document structure
- Better use of flowcharts, tables, photos, and graphics
- Streamline and modernize procedures
- Clarify language and use more measureable standards

Benefits

- Logically organized code that is graphically rich and easier to understand
- Efficient and predictable process
- Flexibility options in appropriate contexts
- More precise and measureable standards and language

Better use of tables, flowcharts, photos and graphics

- Flowcharts to summarize processes
- Tables to more concisely summarize standards
- Photos to show example development types
- 2D and 3D graphics to illustrate spatial concepts and form

Streamline and modernize procedures

- Use summary tables to communicate review responsibilities
- Establish standard review procedures
- Use of flowcharts to graphically depict process
- Consolidate, restructure, and modify procedures to more efficiently achieve City development goals

2. Implement Plan Columbia

Align regulations with policy direction from Plan Columbia.

Plan Columbia guiding principles are:

- High quality design of the built environment
- Strong neighborhoods
- Connected greenway system
- A range of housing choices
- A strong city center
- Better utilization of vacant structures and land
- Greater intensity of development at strategic locations
- A connected community

Reorganize zoning district structure - Modernize Layout

- Carry forward single-family districts, with refinements to maintain residential character

- Establish residential mixed-use districts that support higher densities at strategic locations;
- Establish activity centers and corridor districts, that are appropriately scaled and support walkable urbanism;
- Establish institutional districts for uses like USC, Riverbanks Zoo and Gardens, Fort Jackson, and large medical complexes;
- Carry forward historic and design districts and refine to support character and growth

Simplify and modernize use structure

- Three-tiered system of use classifications, categories, and types
- Eliminate outdated uses, add new uses, and consolidate similar uses
- Reduce special exception uses, where appropriate

Modernize and customize development standards

- Add Mobility, Circulation, and Connectivity Standards
- Multi-modal access, sidewalk and pedestrian way standards
- Community form standards

Refine and Modernize Off-street Parking, Loading, and Bicycle Standards

- Modernize minimum parking requirements
- Add bicycle parking requirements
- Enhance parking lot design
- Enhance flexibility provisions for parking requirements

Refine Landscaping Standards

- Refine planting standards for more diverse and native species
- Refine buffer requirements for context and performance
- Integrate requirements for landscaping, stormwater parking lot landscaping

Strengthen Tree Protection Standards and Add Open Space Standards

- Strengthen density factor for the site
- Require new development to retain a portion of trees greater than a certain diameter
- Context-sensitive open space set-aside requirements

Protect Neighborhood Character, Fencing, and Lighting Standards

- Add neighborhood compatibility standards
- Enhance fencing and lighting standards based on best practices

Add Form and Design Standards

- Would apply to multi-family, mixed use, and commercial development

3. Add Context-Sensitive Regulations - Promote “Infill” Development

- Revise parking, landscaping and off-street parking standards so they are more context-sensitive
- Add contextual compatibility standards
- Add flexibility provisions for minor deviations from site standards
- Clarify and enhance nonconformity provisions

4. Incorporate Sustainable Development

- Enhance tree protection standards
- Support alternative energy system and green development practices
- Clarify standards for green energy and low impact development
- Define and establish standards for urban agriculture

◆ **OVERVIEW OF UNIFIED DEVELOPMENT ORDINANCE**

The Unified Development Ordinance incorporates zoning and land development (subdivision) regulations into a single document. It is organized into nine articles and what follows is a brief summary of each article. Those interested may review the entire document by making an appointment at the City’s Zoning Office 803-545-3333 or by visiting the project website: www.weplantogether.org

ARTICLE 1 – GENERAL PROVISIONS

This article contains general provisions that are relevant to the entire Ordinance and includes the legal authorization for the adoption of the code. Specifically, this article includes sections that:

- Establish the title, or official name, of the document;
- Identify the statutory authority of the City to adopt the UDO;
- Provide the general purpose and intent of the City Council in adopting the UDO;
- Set out what activity is subject to the Ordinance;
- Identify the City-adopted comprehensive plan and other plans that serve as policy guides to administration of the Ordinance;
- Clarify that the stricter provision applies if Ordinance provisions conflict with other regulations;
- Formally adopt and incorporate by reference the Official Zoning Map, provide rules for interpreting zoning district boundaries, and establish procedures for designating the zoning district classification of land when it is annexed;
- Establish the date upon which the UDO becomes effective and repeal the current code sections that are being replaced by the UDO;
- Establish rules governing the rights of development approved under the previous regulations and pending development applications submitted before the effective date of the UDO;
- Provide for the establishment of a vested right; and
- Provide a severability provision.

ARTICLE 2 – ADMINISTRATION

This article creates a simple but impactful change, which is to consolidate and streamline all procedures for development review in one article. As discussed in the Ordinance Assessment, this article is intended to improve the efficiency and transparency of the City’s development review processes by consolidating and standardizing generally applicable procedures and requirements, streamlining existing review procedures, and adding more flexible procedures. The article is organized into five sections.

Section 17-2.1, Purpose and Organization of this Article, provides an overview of the organization of the article.

Section 17-2.2, Summary Table of Development Review Responsibilities, consists of a summary table of development review procedures that provides an overview of the development approvals and permits required under the Ordinance, and the staff and advising and decision-making bodies responsible for review and decision-making on each application.

Section 17-2.3, Advisory and Decision-making Bodies and Persons, identifies and clarifies the roles of the different bodies and staff responsible for review, advice, and decision-making on development applications. The section identifies what responsibilities staff and each of the advising and decision-making bodies has in the development review process.

Section 17-2.4, Standard Review Procedures, establishes a standard set of review procedures that are generally applicable to the review of development applications. It provides the framework under which the City's basic development review procedures for applications are made uniform to the greatest degree possible.

Section 17-2.5, Application-Specific Review Procedures and Decision Standards, supplements the standard review procedures. For each type of development application, it identifies the purpose of the development application and/or review process; in what situations application approval is necessary; the standard review procedures that are required, together with any applicable modifications of or additions to the standard procedures; and the standards for making a decision on the application.

ARTICLE 3 – ZONING DISTRICTS

This article establishes the basic standards for the various base, planned unit development, and overlay zoning districts. The structure includes a total of 40 zoning districts. The base districts include residential, activity and corridor, institutional and campus, and industrial districts, consistent with the structure of development types established in *Plan Columbia*. In addition, the line-up carries forward several current zoning districts, and also modifies and adds new districts to better align the structure to policy direction in *Plan Columbia* and to make the current regulations more user-friendly and efficient.

Residential districts stay largely the same as the current code. A notable change in the non-residential districts is that many more are mixed-use and the use and dimensional standards are based on the context of the development, instead of a one-size-fits-all approach. The contexts are Neighborhood, Community, and Regional. They are further refined by whether they apply to an Activity Center or a Corridor. Historic and design district overlays remain with name changes.

The format of the district regulations is greatly enhanced with the use of 2D and 3D graphics, photos to show example development types, and tables to more concisely summarize standards.

ARTICLE 4 – USE REGULATIONS

This article consolidates regulations for principal, accessory, and temporary uses. It includes use tables that identify what uses are allowed in what zoning districts. It also includes standards that apply generally and standards that apply to specific principal, accessory, and temporary uses.

Section 17-4.1, Organization of this Article, provides an overview of the organization of the article.

Section 17-4.2, Principal Uses, consolidates, reorganizes, and refines the table of permitted uses in the current zoning ordinance. Where possible, uses have been collapsed into a single use type, some new uses have been added, and the SIC-based organization has been replaced by a three-tiered organization. The revised use table lists principal uses and indicate whether they are permitted by right, subject to specific standards (conditional), or require a special exception permit. This section also consolidates and organizes standards that apply to specific principal uses.

Section 17-4.3, Accessory Uses and Structures, consolidates accessory use regulations. It includes a use table for accessory uses organized in a similar manner as the principal use tables, general standards for all accessory uses and structures, and standards that apply to specific accessory uses and structures.

Section 17-4.4, Temporary Uses and Structures, consolidates regulations for temporary uses. It identifies temporary uses that do not require a temporary use permit. It also includes general standards for all temporary uses and structures, and standards that apply to specific temporary uses and structures.

ARTICLE 5 – DEVELOPMENT STANDARDS

This article consolidates all the development standards related to the physical layout of new development, other than the land development (subdivision) standards, which are in Article 6: Land Development (Subdivision) Standards. Standards are organized into 12 sections within Article 5.

Section 17-5.1, Access, Mobility, and Circulation, establishes new multimodal access and circulation standards for new development.

Section 17-5.2, Off-Street Parking, Bicycle Parking, and Loading, builds on the current off-street parking standards. It includes an updated table of minimum parking standards for all uses, revised dimensional standards for parking spaces and aisles, general location and design standards, expanded off-street parking alternatives, new parking reduction incentives and methodology, expanded standards for vehicle stacking spaces, new bicycle parking standards, and expanded standards for loading areas. Notable is the general reduction of parking requirements in more urban contexts and the elimination of requirements in additional districts in the urban core.

Section 17-5.3, Landscaping, expands and refines the landscaping standards in the current zoning ordinance. It includes new site landscaping standards that apply to certain residential and nonresidential development.

Section 17-5.4, Tree Protection, builds on standards for tree protection in the current zoning ordinance. It introduces new standards for the protection of trees eight inches in diameter or larger and for preservation of a percentage of the existing canopy cover on a development site.

Section 17-5.5, Open Space, establishes a minimum amount of open space set-asides required for new development, identifies what is and is not counted toward open space, and sets forth standards for design, ownership, and maintenance of open space set-asides.

Section 17-5.6, Neighborhood Compatibility, establishes neighborhood compatibility standards for new development that is adjacent to single-family detached or two-family dwellings in specific zoning districts.

Section 17-5.7, Form and Design Standards, includes two new sets of standards for form and design: one for multifamily residential development, and one for nonresidential and mixed-use development.

Section 17-5.8, Fences and Walls, consolidates and expands on the regulations governing fencing in the current zoning ordinance.

Sections 17-5.9, Exterior Lighting, establishes new standards for exterior lighting.

Section 17-5.10, Signs, reorganizes and updates the sign standards in the current zoning ordinance.

Section 17-5.11, Green Building Standards, establishes new standards for sustainable development practices.

Section 17-5.12, Incentives for Green Building Practices, establishes incentives for development that incorporates additional sustainable building features beyond what the standards require.

ARTICLE 6 – LAND DEVELOPMENT (SUBDIVISION) STANDARDS

This article establishes standards for new subdivisions.

Section 17-6.1, General Applicability, references the procedures for Subdivision approval and for variances from subdivision standards in Article 2: Administration.

Section 17-6.2, Minimum Design Standards, carries forward standards in the current subdivision regulations for streets, blocks, lots, and easements, and utilities. It also includes new standards for access, mobility, and circulation that are designed to improve the network of streets and pedestrian and bicycle facilities in new subdivisions, and references new open space set-aside standards in Article 5: Development Standards.

Section 17-6.3, Improvements and Sureties, identifies improvements that are required to be completed before a final plat can be approved. It also modernizes and expands provisions in the current subdivision regulations that allow approval of a final plat before all required improvements are completed if surety is provided.

Section 17-6.4, Cluster Housing Development, exempts subdivisions designed for single-family detached dwellings in certain zoning districts from standards for minimum lot area, minimum lot width, minimum lot depth, and maximum lot coverage if adequate screening and open space set-asides are provided.

ARTICLE 7 – NONCONFORMITIES

This article consolidates all provisions related to handling nonconforming uses and structures. There are new provisions for dealing with nonconforming site features, including off-street parking, landscaping, and signs. It builds on the partial compliance provisions in Sec. 17-411 of current zoning ordinance that pertain to expansions and renovations of existing buildings. It requires that specified nonconforming site features be brought into conformance with the standards on a sliding scale when a building or structure on the site is substantially altered (remodeled), or when the floor area of a building is enlarged by threshold percentages.

ARTICLE 8 – ENFORCEMENT

This article consolidates all enforcement procedures.

ARTICLE 9 – DEFINITIONS AND RULES OF MEASUREMENT

This article contains the standards rendering interpretations, rules of measurement, and definitions used in the UDO. This section greatly enhances the ease of using the code by consolidating each of these tools for administering and interpreting the code in one location. Terms are more clearly defined and consistent with usage elsewhere in the regulations and written in plain English.

Section 17-9.1, General Rules for Construction and Interpretation, addresses the meanings and intent of words and commonly used phrases, clarifies that the text is the controlling factor when a diagram, table, or chart differs from the text, discusses how time is to be calculated, and includes provisions authorizing the delegation of authority from specific City officials to professional-level designees.

Section 17-9.2, Rules of Measurement, establishes the rules for measuring bulk and dimensional requirements like height, width, setbacks, lot area, how encroachments into required yards will be determined and regulated, and the other measurements that are required to interpret standards

Section 17-9.3, Use Categories and Use Types, describes each use category identified in the Principal Use Table(s), outlining the principal characteristics of uses in the category and noting examples of included uses and examples of uses and structures deemed accessory to the included uses. It also defines each use type identified in the Principal Use Tables.

Section 17-9.4, Definitions, includes the definitions used in the new UDO.

◆ **FUTURE WORK**

The adoption of the text of the Unified Development Ordinance is the first in a two-step process required to implement the new regulations. The establishment of new zoning districts within the ordinance requires employing them on the Official Zoning Map. This work will take from nine to twelve months from the date of City Council adoption to draft and approve a new map. The process for this adoption will include staff preparing a first draft of a zoning map, which will be published for public review and public meetings held for questions and comment. A second draft will be prepared based upon feedback after which additional public input will be solicited. A final draft will be prepared for Planning Commission and City Council consideration and action. The result is that the adoption ordinance will include a future date for implementation that will correspond with the anticipated date of the completion of the final draft of the zoning maps. Obviously, the timing may not align as planned, at which point the date in the ordinance simply would have to be amended. As with the text of the ordinance, interested parties can follow the progress on the project website.

**PROPOSED REVISIONS TO PUBLIC HEARING
DRAFT OF
UNIFIED DEVELOPMENT ORDINANCE**

Bicycle Access-Facility & Bicycle Parking Revisions

Article 5: Development Standards**Sec. 17-5.1. Access, Mobility, and Circulation****(c) Access, Mobility, and Circulation Standards**

(c) Access, Mobility, and Circulation Standards

Development subject to the requirements of this Section shall comply with the following standards.

(1) Multimodal Access and Circulation System

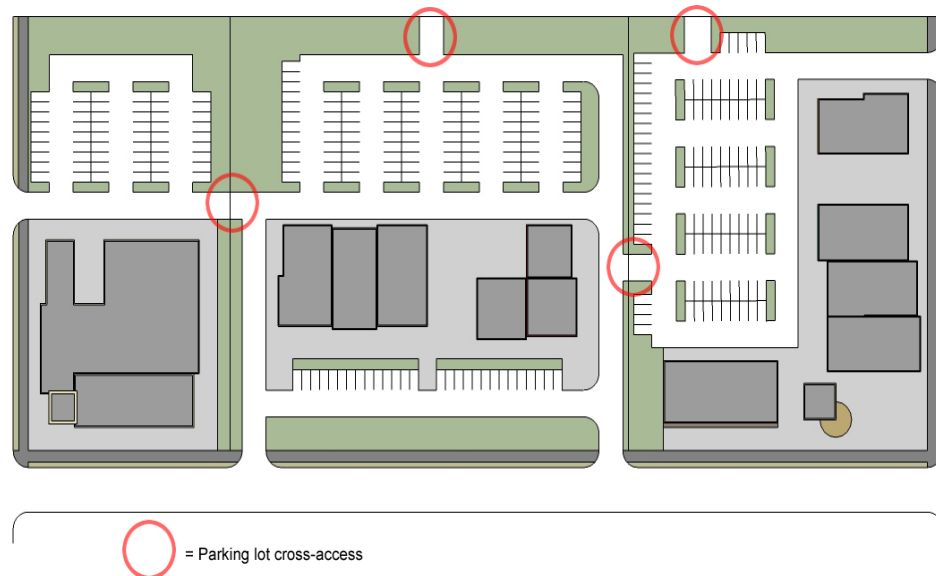
All new developments shall be served by a system of sidewalks, paths, roadways, accessways, and other facilities designed to provide for multiple travel modes (vehicular, transit, bicycle, and pedestrian), as appropriate to the development's size, character, and relationship to surrounding development and development patterns and existing and planned community transportation systems. Vehicular, transit, bicycle, and pedestrian access and circulation systems shall be coordinated and integrated so as to provide transportation choices within and to and from the proposed development, as appropriate.

(2) Cross Access Between Adjoining Developments**a. Parking Lots**

1. An internal vehicular circulation system in new nonresidential and mixed-use development shall be designed and constructed to provide vehicular cross-access between any parking lots within the development and any parking lots on adjoining parcels containing nonresidential or mixed-use development, and to the boundary of adjoining vacant land if it is in a Mixed-Use, Activity Center, and Corridor base zoning district (see Figure 17-5.1(c)(2)a: Example of Parking Lot Cross-Access). The cross-access shall consist of a driveway or drive aisle that is at least 22 feet wide or two one-way driveways or aisles that are each at least 14 feet wide.
2. Easements allowing cross-access to and from lands served by a vehicular cross-access in accordance with 1 above, along with agreements defining maintenance responsibilities of land owners pertaining to the vehicular cross-access, shall be recorded with the Register of Deeds.

3. The Land Development Administrator or Zoning Administrator, as appropriate, may waive or modify the requirement for vehicular cross-access established in 1 above on determining that such cross-access is impractical or undesirable due to the presence of topographic conditions, natural features, or vehicular safety factors.

Figure 17-5.1(c)(2)a: Example of Parking Lot Cross-Access



b. Pedestrian Cross-Access

1. An internal pedestrian circulation system in new multifamily, nonresidential, or mixed use development shall be designed to allow for pedestrian walkway cross access between the development's buildings and parking areas and those on adjoining lots containing multifamily, nonresidential, or mixed-use development, and to vacant lands.
2. Easements allowing cross-access to and from properties served by a pedestrian cross-access in accordance with 1 above, along with agreements defining maintenance responsibilities of land owners, shall be recorded with the Register of Deeds.
3. The Land Development Administrator or Zoning Administrator, as appropriate, may waive or modify the requirement for pedestrian cross-access established in 1 above on determining that such cross-access is impractical or infeasible due to the presence of topographic conditions or natural features.

c. Bicycle Cross-Access

1. An internal bicycle circulation system in the MU-L, MU-M, AC-D, AC-N, AC/C-C, AC/C-R, or MC district, or on the site of an elementary, middle, or high school located in any other district, shall be designed and constructed to provide bicycle cross-access between it and any

internal bicycle circulation system on adjoining parcels containing a multifamily, nonresidential, or mixed-use development, and to vacant lands in the MU-L, MU-M, AC-D, AC-N, AC/C-C, AC/C-R, or MC district.

2. Easements allowing cross-access to and from properties served by a bicycle cross-access in accordance with 1 above, along with agreements defining maintenance responsibilities of land owners, shall be recorded with the Register of Deeds.
3. The Land Development Administrator or Zoning Administrator, as appropriate, may waive or modify the requirement for bicycle cross-access established in 1 above on determining that such cross-access is impractical or undesirable for typical bicyclists' use due to the presence of topographic conditions, natural features, or safety factors. Undesirable conditions shall be defined as those limiting mobility for bicycles as a form of transportation, such as steep grades, narrow connections bounded on both sides by walls or embankments, or limited visibility when straight-line connections are not achievable.

(3) Sidewalks Required

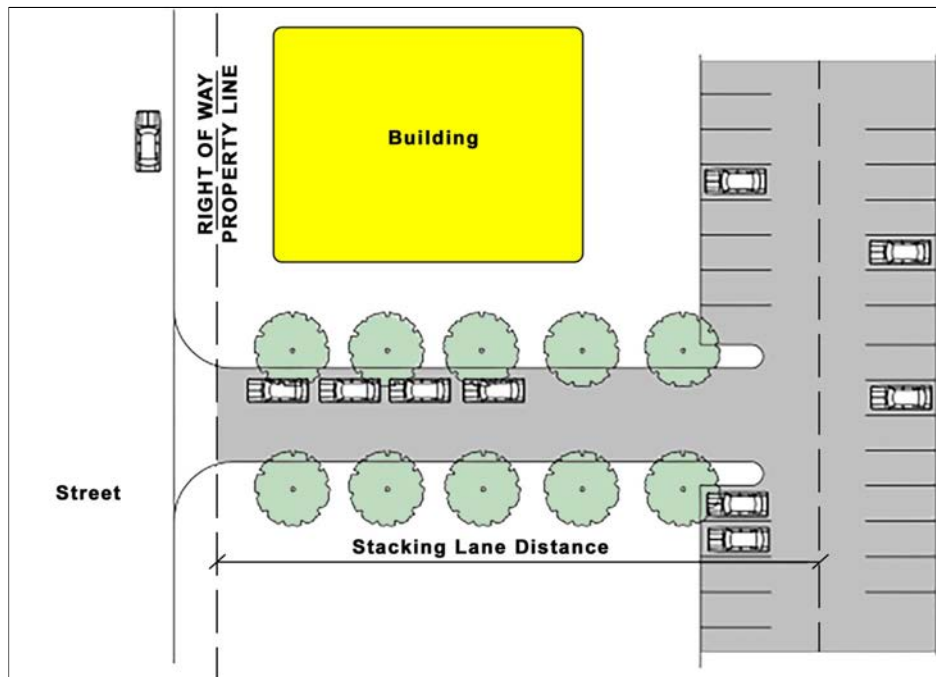
- a. In all districts except the LI and HI districts, sidewalks that comply with the Specifications for Roadway Design are required on both sides of all streets within a new development and along the entire frontage of the development with an existing street (unless an existing sidewalk that complies with the Specifications for Roadway Design is already in place).
- b. In the LI and HI districts, sidewalks are required on one side of all streets within a new development and along the entire frontage of the development with an existing street (unless an existing sidewalk that complies with the Specifications for Roadway Design is already in place). The sidewalks shall comply with the Specifications for Roadway Design and shall have a minimum width of eight feet.
- c. Where a new development fronts an existing street with insufficient right-of-way width to accommodate installation of a required sidewalk along the frontage, the developer shall install a sidewalk on the development site within a dedicated public easement running parallel and adjacent to the public street.
- d. The Land Development Administrator or Zoning Administrator, as appropriate, may waive or modify the requirement for sidewalks on determining that such sidewalks are impractical or infeasible due to the presence of topographic conditions or natural features, such as steep grades that do not allow connections to be made without stairs.

(4) Bicycle Facilities

~~In the MU-L, MU-M, AC-D, AC-N, AC/C-C, AC/C-R, and MC districts, n~~New development served by shall include bike lanes, bike paths, or other bicycle facilities sufficient to allow safe and efficient bicycle access and circulation within the development when the development includes vehicular surface area that is new, where the vehicular surface area is expanded greater than 50 percent, or where greater than 50 percent of the existing vehicular surface area is modified.

The Land Development Administrator or Zoning Administrator, as appropriate, may waive or modify the requirement for bicycle facilities in LI, HI, GC, and EC districts on determining that the development is not now or in the foreseeable future served by adequate facilities to safely accommodate bicycles.

Figure 17-5.2(h)(2)b: Measurement of Stacking Lane Distance for Vehicular Surface Area Entrance Driveway



(i) Bicycle Parking Standards

(1) Minimum Bicycle Parking Required

~~In the MU-L, MU-M, AC-D, AC-N, AC/C-C, AC/C-R, and MC districts, the following shall include s~~Short-term and long-term bicycle parking spaces shall be provided based upon principle use type in accordance with Table 17-5.2(i)(1)b: Bicycle Parking Standards ~~in the MU-L, MU-M, AC-D, AC-N, AC/C-C, AC/C-R, and MC Districts:~~

- a. All new development; and
- b. Any individual expansion or alteration of a building existing prior to insert the effective date of this Ordinance if the expansion increases the building's gross floor area by 50 percent or more, or the alteration involves 50 percent or more of the building's gross floor area (including interior alterations), provided no long-term bicycle parking is required if the building has a gross floor area of less than 2,500 square feet after the expansion or alteration.

Article 5: Development Standards**Sec. 17-5.2. Off-Street Parking, Bicycle Parking, and Loading****(i) Bicycle Parking Standards****TABLE 17-5.2(I)(1)B: BICYCLE PARKING STANDARDS IN THE MU-L, MU-M, AC-D, AC-N, AC/C-C, AC/C-R, AND MC DISTRICTS**

PRINCIPAL USE TYPE	REQUIRED BICYCLE PARKING SPACES [3][4]	
	SHORT-TERM [1] [2]	LONG-TERM [2]
Residential Uses		
Dwelling, Multifamily	1 for every 20 dwelling units	1 for every 4 dwelling units
Dormitory, private	1 for every 16 bedrooms	1 for every 4 bedrooms
Fraternity or sorority house	1 for every 16 bedrooms	1 for every 4 bedrooms
Rooming house or boardinghouse	No minimum	1 for every 10 required automobile parking spaces
Use type in the Residential Uses classification not elsewhere listed	No minimum	No minimum
Public, Civic, and Institutional Uses		
Correctional facility	2	1 for every 20,000 gsf
Place of worship	1 for every 1,500 gsf of assembly area	1 for every 15 employees
Use type in the Community Service Uses category not elsewhere listed	1 for every 2,000 gsf	1 for every 6,000 gsf
Elementary, middle, or high school	1 for every 10 students of planned capacity	1 for every 10 employees plus 1 for every 20 students of planned capacity
Park and ride	1 for every 50 required automobile parking spaces	1 for every 10 required automobile parking spaces
Parking lot (as a principal use)	1 for every 10 automobile parking spaces	1 for every 20 automobile parking spaces, with a minimum of 4 and a maximum of 40 required spaces
Parking structure (as a principal use)	2	1 for every 20 automobile parking spaces, with a minimum of 6 and a maximum of 40
Passenger terminal, surface transportation	1 for every 50 projected a.m. peak period daily riders	1 for every 10 projected a.m. peak period daily riders
Airport	No minimum	No minimum
Railroad facility	No minimum	No minimum
Utility facility, minor	No minimum	No minimum
Use type in the Public, Civic, and Institutional Uses classification not elsewhere listed	1 for every 10,000 gsf	1 for every 20,000 gsf
Commercial Uses		
Use type in the Animal Care Uses category	2	2
Bank	1 for every 2,000 gsf	1 for every 10,000 gsf
Use type in the Eating or Drinking Establishment Uses category	1 for every 2,000 gsf	1 for every 10,000 gsf
Amusement park	8 for every acre	2 for every per acre
Arena, stadium, or outdoor theater	1 for every 40 seats plus 1 for every 3,000 gsf of non-seated assembly area	1 for every 10,000 gsf
Performing arts center	1 for every 40 seats	1 for every 10,000 gsf
Recreation facility, indoor, not	1 for every 40 seats plus 1 for every	1 for every 10,000 gsf

Article 5: Development Standards

Sec. 17-5.2. Off-Street Parking, Bicycle Parking, and Loading

(j) Loading Area Standards

TABLE 17-5.2(I)(1)B: BICYCLE PARKING STANDARDS IN THE MU-L, MU-M, AC-D, AC-N, AC/C-C, AC/C-R, AND MC DISTRICTS

PRINCIPAL USE TYPE	REQUIRED BICYCLE PARKING SPACES [3][4]	
	SHORT-TERM [1] [2]	LONG-TERM [2]
elsewhere listed	3,000 gsf of non-seated assembly area	
Recreation facility, outdoor, not elsewhere listed	1 for every 40 seats plus 1 for every 3,000 gsf of non-seated assembly area	1 for every 10,000 gsf of assembly area
Use type in the Retail Sales Uses category	1 for every 2,000 gsf	1 for every 10,000 gsf
Use type in the Vehicle Sales and Services Uses category	2	1 for every 10,000 gsf
Use type in the Visitor Accommodations Uses category	2	1 for every 20 lodging units
Use type in the Commercial Uses classification not elsewhere listed	1 for every 5,000 gsf	1 for every 10,000 gsf
Agricultural Uses		
Use type in the Agricultural Uses use classification	No minimum	No minimum
Industrial Uses		
Use type in the Manufacturing Uses category	No minimum	1 per 40,000 gsf
Use type in the Industrial Uses classification not elsewhere listed	No minimum	No minimum
NOTES: [1] Unless otherwise specified, a minimum of two short-term parking spaces are required [2] The required number of spaces shall be based on any portion of the base number rounded up (for example, a multi-family development with 17 units would have to provide 5 long-term parking spaces). [3] "No minimum" indicates that no bicycle parking spaces are required. [4] Spaces listed are the minimum number of spaces unless otherwise specified.		

Greenhouse Conditional Use Standards Revisions

PROPOSED REVISION TO PUBLIC HEARING DRAFT OF UNIFIED DEVELOPMENT ORDINANCE
DECEMBER 2018

Article 4: Use Regulations. Sec. 17-4.2. Principal Uses (c) Standards for Specific Principal Uses

(4) Agricultural Uses

a. Agriculture and Forestry Uses

1. Community Garden

Community gardens shall comply with the following standards:

- (i) Accessory buildings shall be limited to sheds for the storage of tools, greenhouses, and seasonal farm stands. The combined area of all buildings and other structures, excluding greenhouses, shall not exceed 15 percent of the area of the parcel. Greenhouses may not exceed 75 percent of the area of the parcel.
- (ii) Areas used for communal composting shall be limited to 20 percent of the area of the parcel.

Perimeter fences, including trellises, are allowed in community gardens, subject to the standards in Sec. 17-5.8, Fences and Walls.

- (iii) Before issuance of a permit for a community garden, it shall have an established set of operating rules addressing the governance structure of the garden, hours of operation, assignment of garden plots, and maintenance and security requirements and responsibilities.

Community Character Overlay

OV-CCP

Revisions

Article 3: Zoning Districts**Sec. 17-3.7. Overlay Districts****(I) OV-CCP: Community Character Protection Overlay District**

Proposed Revision - December 2018

(I) OV-CCP: Community Character Protection Overlay District**(1) Purpose**

- a. The Community Character Protection Overlay (OV-CCP) District is intended to minimize the possibility that construction and demolition activity within a residential community would drastically negatively affect the existing character of that community by limiting new construction that is significantly out of scale with existing structures and/or preserving structures that establish the character of the district.
- b. The OV-CCP designation and the associated measures for community character protection are not intended to be utilized as a stand-alone zoning district classification, but as a set of regulations which are overlaid and supplemental to the regulations of the existing zoning district.

(2) Applicability

- a. Unless exempt in accordance with subsection c below, new construction of primary structures on or subdivision of land within the OV-CCP District that is located within a Residential base zoning district or residentially used shall comply with the standards in this Section.
- b. For the purpose of this Section, "new construction" includes the placement of a structure moved from another site.
- c. The following are exempt from this Section:
 - 1. Subdivision of a parcel five acres or larger;
 - 2. Lots of record existing upon the 1999 Richland County Tax Maps.

(3) Modifications of Otherwise Applicable Development Standards**a. Side Yard Setbacks**

- 1. The side yard setbacks for new construction on a residential lot shall be the mean side yard setback for all improved residential lots located on the same block face, except that:
 - (i) Side yard setbacks shall not reduce the width of a building pad upon a newly subdivided residential lot to a width of less than 30 feet; and
 - (ii) Side yard setbacks upon a newly subdivided residential lot shall not be less than five feet.
- 2. For the purpose of this Sec. 17-1.1(a)(3)a, "newly subdivided residential lot" means any residential lot created by a plat of subdivision filed and recorded after [insert the effective date of this Ordinance] upon which no more than a single-family or two-family dwelling can be constructed.

Article 3: Zoning Districts**Sec. 17-3.7. Overlay Districts****(I) OV-CCP: Community Character Protection Overlay District**

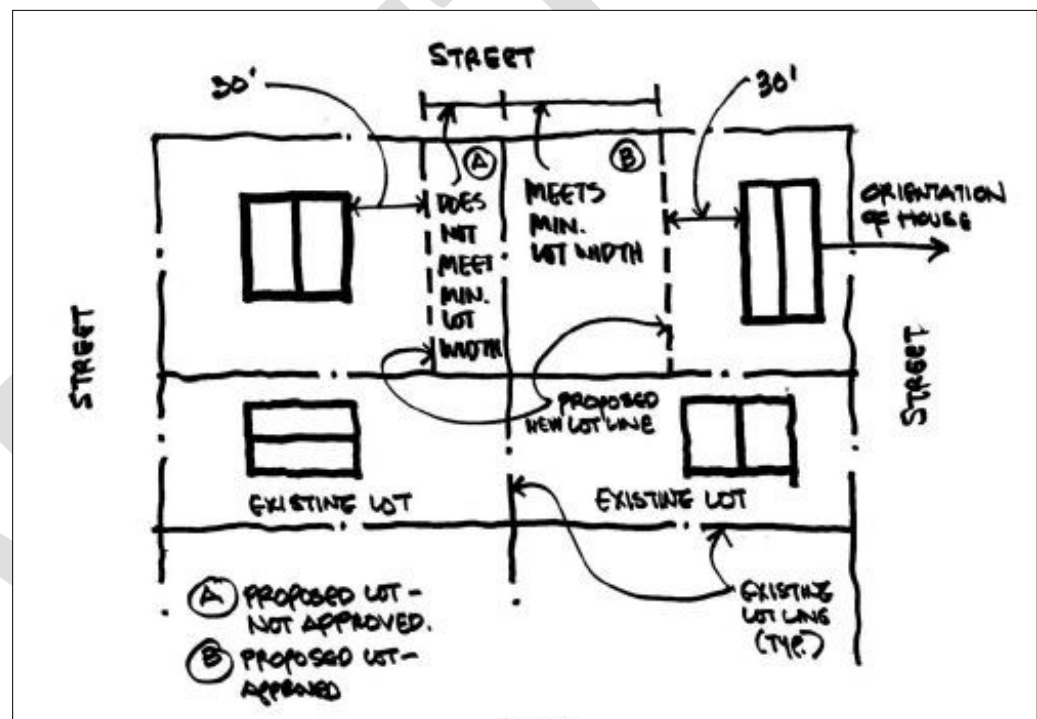
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b. Subdivisions of Improved Corner Lots

The following shall apply to an application to subdivide a new residential lot from an improved corner lot:

1. If the application for subdivision seeks to orient a structure perpendicular to the existing structure located upon the "remaining" corner lot, no new lot line shall be closer to the existing structure than 30 feet. Covered or enclosed landings, porches, or patios incidental to the structure having less than 75 square feet gross floor area may encroach into this thirty-foot setback (see Figure 17.3.7(I)(3)b.1: Minimum Lot Line Distance for Perpendicular Structure).

Figure 17.3.7(I)(3)b.1: Minimum Lot Line Distance for Perpendicular Structure



2. If the application for subdivision seeks to orient a structure in the substantially same orientation as the existing structure located upon the "remaining" corner lot, the front yard setback of the new lot shall be the same as the same street setback of the existing structure upon the "remaining" corner lot (see Figure 17.3.7(I)(3)b.3: Front and Side Yard Setbacks).
3. Side yard setbacks shall be established pursuant to Sec. 17-1.1(a)(3)a above (see Figure 17.3.7(I)(3)b.3: Front and Side Yard Setbacks).

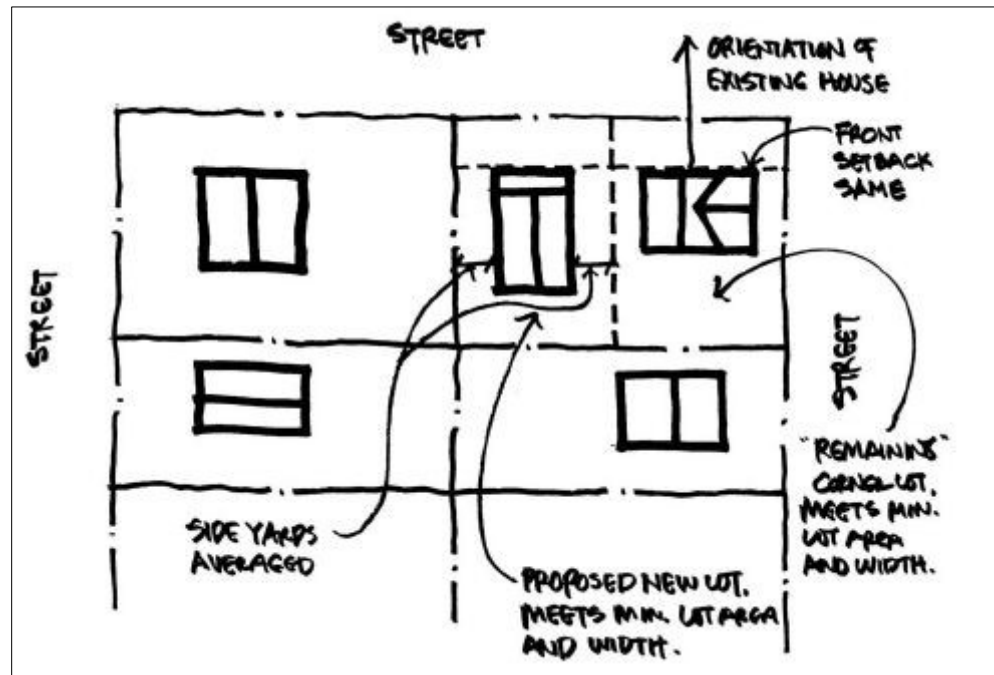
Article 3: Zoning Districts

Sec. 17-3.7. Overlay Districts

(I) OV-CCP: Community Character Protection Overlay District

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Figure 17.3.7(I)(3)b.3: Front and Side Yard Setbacks



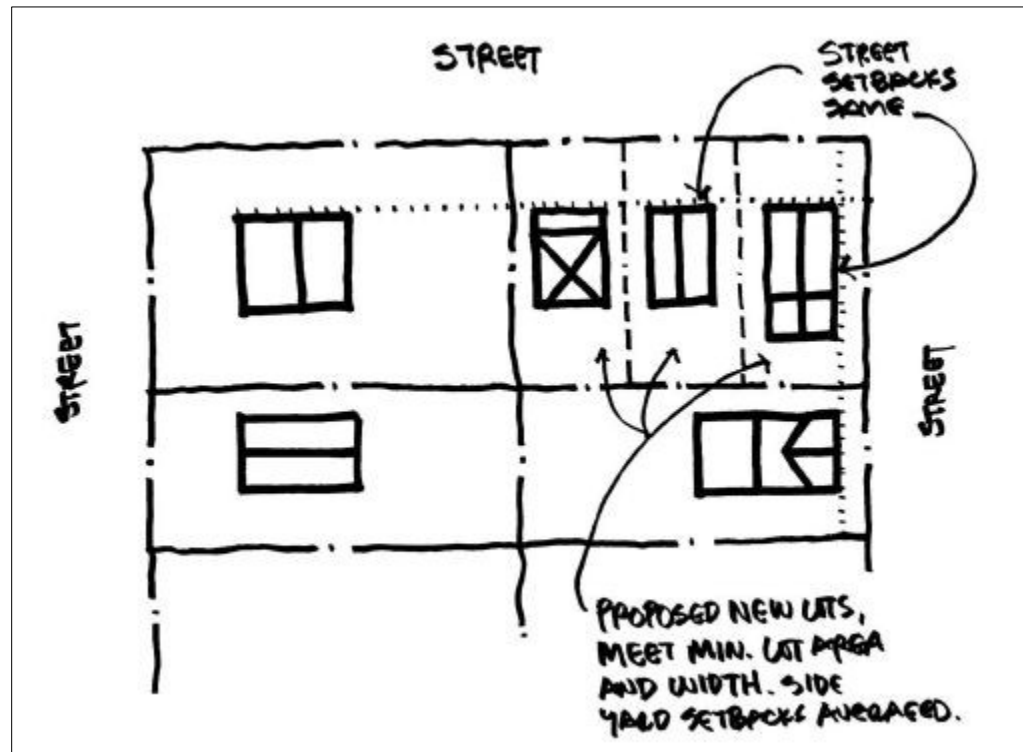
c. Subdivisions of Vacant Corner Lots

The following shall apply to an application to subdivide a new residential lot from a vacant corner lot (see Figure 17.3.7(I)3: Setbacks on Vacant Corner Lot Subdivision):

1. The subdivision shall be platted so the structure built upon the "remaining" corner lot has setbacks from both street lot lines that align with the existing setbacks of existing structures in each direction.
2. The setback from the street lot line for any new "interior" lot shall align with the existing setback of an existing adjacent structure. If no adjacent structure exists to establish the setback, or if the setback of an existing structure is atypical for the area, the setback from the street lot line shall be determined by the average of all similarly oriented setbacks along the same or immediately adjacent block face.
3. Side yard setbacks shall be established pursuant to Sec. 17-1.1(a)(3)a above.

Article 3: Zoning Districts**Sec. 17-3.7. Overlay Districts****(I) OV-CCP: Community Character Protection Overlay District**

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Figure 17.3.7(I)(3)c: Setbacks on Vacant Corner Lot Subdivision**d. Subdivisions of Corner Lots Generally**

The Zoning Administrator may require a different orientation or setback than that required by this Section if a different orientation or setback would further the intent of this Section, or where such orientation would preserve a grand and/or significant tree. The applicant for subdivision may appeal this determination in accordance with Sec. 17-2.5(u), Appeal - Zoning.

e. Height

New construction of primary structures on a residential lot which is contiguous to a lot upon which a structure 1½ stories high or less exists shall be no higher than a line drawn at a 45-degree angle from a point eight feet above the common lot line or than the maximum allowance within the underlying zoning district, whichever is less. These provisions shall not apply to chimneys and other unoccupied appurtenances attached to the structure (see Figure 17.3.7(I)(3)e: Maximum Height).

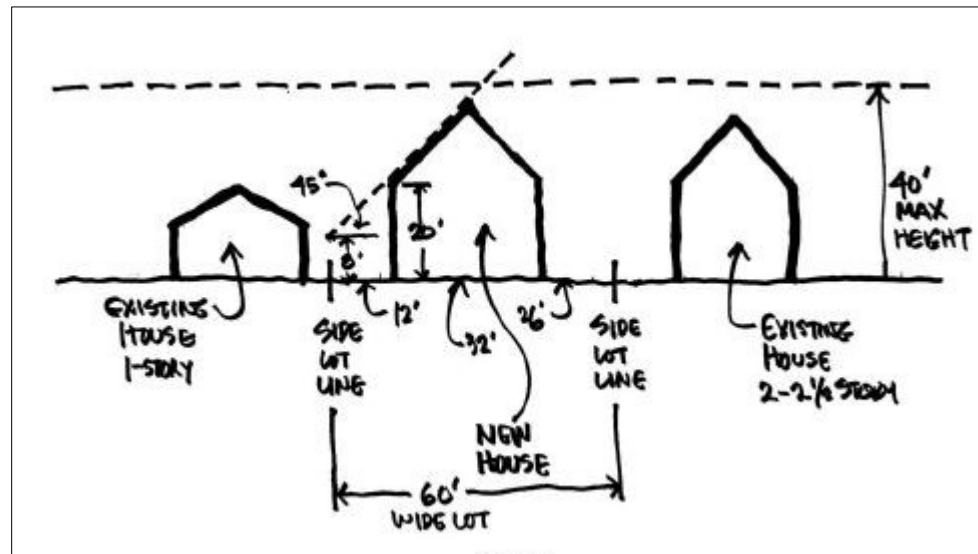
Article 3: Zoning Districts

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Figure 17.3.7(I)(3)e: Maximum Height



(4) Limits to Demolition

- a. The city shall not issue a demolition or relocation permit for any structure 50 years old or more within any geographic area to which this overlay applies without prior review and approval by the design development review commission (DDRC).
- b. The following demolitions and relocations are exempt from this section:
 1. Structures deemed "noncontributing" by City staff.
 2. Partial demolitions where city staff determines that the portion of structure to be demolished does not contribute to the design integrity of the structure or the character of the structure.
 3. The structure poses an immediate and substantial threat to the public safety as determined by the Building Official.
- c. The age of a structure shall be established by the records maintained by the Richland County Assessor's Office. If the age of the structure cannot be established by the records maintained by the Richland County Assessor's Office, the applicant for a demolition or relocation permit shall present other documentation to the city to establish the age of the structure.
- d. The property upon which the structure is located shall be posted with notice of the application to demolish or relocate at least 15 days prior to the consideration of the application by the DDRC.
- e. The DDRC shall approve a request for demolition or relocation only if it finds one or more of the following:
 1. The physical integrity of the structure is compromised to such a degree that it is no longer salvageable and/or represents a hazardous or unsafe condition.

Article 3: Zoning Districts

Sec. 17-3.7. Overlay Districts

(I) OV-CCP: Community Character Protection Overlay District

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2. The structure does not contribute to the historic architectural character of the district.
 3. The structure or property cannot be put to any reasonable economic beneficial use for which it is or may reasonably be adapted without approval of demolition.
- f. For applications to demolish or relocate a structure, the DDRC shall apply the following criteria for review:
1. Determination of the architectural significance and whether it contributes to the character of the district. The Commission shall consider the significance of the structure individually, in relation to the street, and as a part of the district as a whole. The architectural significance of the structure is defined by being fifty (50) years or older and meeting at least one of the following criteria:
 - (i) Individually listed in or has been determined eligible for listing in the National Register of Historic Places.
 - (ii) Contributes to a Historic District listed in the National Register of Historic Places.
 - (iii) Distinctive characteristics in architectural design.
 - (iv) Rare type within Columbia.
 - (v) Belonging to a style of buildings of which it is a good example.
 - (vi) A distinguished work of an architect of local or national importance.
 - (vii) A good example of a style or type of building which is becoming, or in danger of becoming extinct locally.
 2. The existing structural condition as assessed by a licensed engineer or architect with experience in historic rehabilitation projects in a report with visual and written documentation of any structural issues to include whether it endangers public safety;
 3. A determination of the building use and economic viability. The applicant shall submit information, prepared by qualified professionals, sufficient to demonstrate all of the following:
 - (i) The current use does not generate a reasonable economic return (may include market report of like uses and building scale in the same or similar neighborhood);
 - (ii) That appropriate and reasonable alternate uses in the building could not generate a future reasonable economic return;
 - (iii) That alterations or additions to the existing building could not make the current or future use generate a reasonable economic return; and

Article 3: Zoning Districts

Sec. 17-3.7. Overlay Districts

(I) OV-CCP: Community Character Protection Overlay District

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- (iv) Potential Federal tax credits, local abatements or incentives, or other funding sources are not feasible to bridge the gap identified above.

DRAFT

Tree Protection & Tree Removal Decision Standards Revisions

Article 5: Development Standards**Sec. 17-5.4. Tree Protection****(a) Purpose**

- a. Screening shall be accomplished with one or more of the following:
 - 1. A closed fence, made of wood or composite material approved by the Land Development Administrator, with the finished side facing away from the area to be screened;
 - 2. A masonry wall; or
 - 3. Natural plants.
- b. At least 75 percent of the periphery of the display area, excluding driveways and sight areas, shall be screened to an average height of three feet. Any screening material higher than 60 inches shall be excluded when determining the average height of screening.
- c. Any gap in screening along the periphery of the display shall not exceed six feet, except where a larger gap is necessary for a driveway or sight area.
- d. A minimum of 60 percent of any shrubs used for screening shall be evergreen species. Shrubs shall be a minimum of 18 inches tall when planted and expected to reach a mature height and width sufficient to provide the required screening within three years of planting.

(6) Utility Service Areas

- a. Screening shall be accomplished in such a manner as to provide complete, opaque screening of the utility service area from the public right-of-way or residential zones, and to allow safe operation and access to the utility service area.
- b. All required screening shall be located outside the public right-of-way.
- c. Any plantings used for screening shall be locally adapted evergreen species that are a minimum of 24 inches tall when planted and expected to reach a mature height and width sufficient to provide the required screening of the utility service area within three years of planting.

(7) Stormwater Retention or Detention Ponds

Screening for a stormwater retention or detention pond shall, at a minimum, consist of:

- a. Evergreen shrubs that are expected to reach four feet in height within three years of planting, at a maximum spacing of five feet on center; and
- b. Trees, at least 50 percent of which are an evergreen species, at a maximum spacing of 25 feet on center.

Sec. 17-5.4 Tree Protection**(a) Purpose**

The purpose of this Section is to establish standards for the preservation of significant trees in order to achieve a higher quality of life, enhance the appeal and

economic value of properties in the City, and otherwise contribute to the public health, safety and welfare.

(b) Applicability

(1) General

Unless exempted in accordance with Sec. 17-5.4(b)(2), Exemptions, ~~the standards in this Section apply to all development and any other activity involving the cutting, destruction, removal, relocation, transplantation, pruning, or limbing of a tree. no protected tree shall be cut, relocated, removed, or destroyed, except with approval of a Tree Removal Permit and in accordance with the standards of this Section.~~

(2) Exemptions

The following activities are exempt from the standards in this Section:

- a. Any activity with the INS-FJ zoning district;
- b. The removal or modification of any tree located on an individual lot on which an existing single-family detached or two-family dwelling is located;
- c. Routine or seasonal pruning in accordance with Sec. 17-5.3(c)(11), Maintenance of Landscape Areas;
- d. The removal or pruning, after providing documentation to the Zoning Administrator of the condition of the tree(s), of dead or naturally fallen trees; trees damaged during a hurricane, tornado, ice or wind storm, flood, wildfire or any other such act of nature; or trees that are found by the Zoning Administrator to be a threat to the public health, safety, or welfare;
- e. The selective and limited removal or pruning of trees or vegetation necessary to obtain clear visibility at driveways or intersections;
- f. The removal or pruning of trees within a utility easement by a utility company
- g. The removal of trees when required by the Federal Aviation Administration;
- h. The removal or pruning of trees or vegetation on land zoned or lawfully used for commercial cultivation of trees to be sold for transplantation, outside of any right-of-way, transitional buffer yard, street protective yard, or interior planting area in a vehicular surface area;
- i. Forestry activities shielded from local development regulation in accordance with S.C. Code Ann. § 48-23-205, provided, any development application for the parcel of land where the forestry activities occur that is submitted within three years of the conclusion of the forestry activities shall be denied; and
- j. Timber harvesting that the Zoning Administrator determines is a commercial timber operation (see Sec. 17-9.4, Definitions), if notification is

Article 5: Development Standards**Sec. 17-5.4. Tree Protection****(c) General**

provided, a forestry plan is submitted, and the timber harvesting complies with best management practices published by the South Carolina Forestry Commission, in accordance with Sec. 17-5.4(g), Timber Harvesting, provided, any development application for the parcel of land where a commercial timber operation occurs that is submitted within three years of the conclusion of the commercial timber operation shall be denied.

(c) General**(1) Protected Tree**

For the purposes of this Section, a “protected tree” is:

- a. Any grand tree (see Sec. 17-9.4, Definitions);
- b. Any tree identified for use to meet the minimum tree-density requirements set forth in Sec. 17-5.3(h), Site Tree Density;
- c. Any tree used to meet any standard in Sec. 17-5.3, Landscaping;
- d. Any tree in fair or better condition (see Sec. 17-9.4, Definitions) having a trunk that is at least six inches in diameter, measured at four and one-half feet above the ground, that is:
 1. Located in a transitional buffer yard, street protective yard, or interior planting area in a vehicular surface area (see Sec. 17-5.3, Landscaping); or
 2. Identified for use in meeting the tree canopy retention standards in Sec. 17-5.4(d), Retention of Existing Tree Canopy.

(2) Tree Removal Permit Required

A Tree Removal Permit (see Sec. 17-2.5(m), Tree Removal Permit) is required prior to the cutting, destruction, removal, relocation, or transplantation of a protected tree.

(3) Documentation of Existing Trees

Documentation of existing trees on the site, through a tree inventory or tree survey, shall be submitted with a landscaping plan (see Sec. 17-5.3(b)(4), Landscaping Plan Required) in accordance with the requirements in the Procedures Manual.

(4) Tree Protection Plan

A tree protection plan shall be submitted with a landscaping plan (see Sec. 17-5.3(b)(4), Landscaping Plan Required), in accordance with the requirements in the Procedures Manual. A tree protection plan shall clearly indicate what tree protection methods will be utilized.

(5) Tree Protection Zone Established

Unless otherwise established in this Section, the tree protection zone of a protected tree^s consists of the largest of the following:

- a. The area located within a distance of one foot for each one inch of tree diameter (measured at four and one-half feet above ground level) of the tree;
- b. The area located within a distance of one-half the tree's height of the tree; or
- c. The area within a distance of six feet of the tree.

(6) Prohibited Activity in Tree Protection Zone

- a. Development and any other activity involving the cutting, destruction, removal, relocation, transplantation, pruning, or limbing of a protected tree are prohibited in a tree protection zone, unless otherwise required by this Ordinance.
- b. Compaction of the soil within a tree protection zone over more than ten percent of the area of the tree protection zone is prohibited, except where necessary for pedestrian walkways. Where possible, mulch shall be used to mitigate soil compaction in areas of the tree protection zone where activity on the site may result in soil compaction.
- c. Utility and grading plans shall not modify or disturb the tree protection zone, provided, utilities may be located within a tree protection zone if:
 - 1. There is no alternative location for the utilities;
 - 2. Any tunneling or boring for utility lines occurs at a depth that avoids significant damage to the roots of the protected tree and is at least 25 inches below the ground;
 - 3. Any excavation is limited in extent to the minimum necessary and is accomplished using hand excavation methods that remove soil around tree roots without severing them; and
 - 4. All proposed activity within the tree protection zone is shown on an approved tree protection plan.

(7) Devices to Prevent Vehicular Damage

Curb stops, concrete curb, or other devices to prevent vehicular damage to required trees must be shown on the landscaping plan and installed prior to final inspection.

(8) Trenching Prior to Clearing

The removal of trees adjacent to tree protection zones can cause inadvertent damage to the protected trees. Prior to clearing activities, trenches with a minimum width of one-and-one-half inches and a minimum depth of 12 inches shall be cut along the limits of land disturbance, outside of any tree protection zones, so as to cut, rather than tear tree roots.

Article 5: Development Standards**Sec. 17-5.4. Tree Protection****(c) General****(9) Credit Toward Open Space Set-Aside and Landscaping Standards**

- a. The area occupied by a tree protection zone may be credited toward the open space set-aside requirements in Sec. 17-5.5, Open Space.
- b. Protected trees meeting the minimum planting requirements in Sec. 17-5.3(c), Sec. 17-5.3(b)(4), Landscaping Plan Required, may be used to meet landscaping requirements, including site tree density standards, in accordance with Sec. 17-5.3(c)(2), Credit for Existing Vegetation.

(10) Maintenance Requirements

The land owner and/or tenant shall maintain protected trees and tree protection zones in accordance with applicable tree protection plans and shall be subject to the requirements in in Sec. 17-5.3(c)(11), Maintenance of Landscape Areas, that apply to landscaping improvements.

(11) Replacement/Mitigation of Protected Trees**a. Grand Tree Removal in Accordance with Tree Removal Permit**

As a condition of approval of a Tree Removal Permit that includes removal of grand trees, an equal or greater number of density factor units (see Sec. 17-5.3(h), Site Tree Density) of replacement trees shall be planted on the site to replace the density factor units for grand trees removed. This planting shall consist of shade trees and shall be in addition to the minimum required site tree density (see Sec. 17-5.3(h), Site Tree Density).

b. Protected Tree Removal without Tree Removal Permit

Any protected trees removed without prior approval of a Tree Removal Permit shall be replaced by trees having a total number of density factor units (see Sec. 17-5.3(h), Site Tree Density) that is equal to or exceeds one and one-half times the density factor units for protected trees removed. This planting shall consist of shade trees having a minimum caliper of three-and-one-half inches each at the time of planting and shall be in addition to the minimum required site tree density (see Sec. 17-5.3(h), Site Tree Density).

c. Location of Replacement Trees

Where the planting of replacement trees is required by this subsection, the replacement trees shall be planted on the lot where the protected trees were located prior to their removal and, to the extent practical, within the area that constituted the tree protection zone (see Sec. 17-5.4(c)(5), Tree Protection Zone Established) of the removed trees or adjacent to right-of-way.

d. Establishment Period

Replacement trees required in accordance with this subsection shall be maintained through an establishment period of three years from the time of their planting. Financial surety for the duration of the establishment period shall be provided at the time of planting and shall be of the type and

amount required for installation of required landscaping by Sec. 17-5.3(c)(1)c. The financial surety shall be canceled and/or returned at the end of the establishment period if the required replacement trees have been planted and maintained, otherwise, the City may draw on the surety to ensure replacement trees are provided as required by this subsection.

(d) Retention of Existing Tree Canopy

- (1) Any development or other activity subject to this Section shall retain a percentage of existing tree canopy on the site in accordance with Table 17-5.4(d)(1): Tree Canopy Cover Retention Standards. Trees retained on site shall be credited toward the site tree density requirements in Sec. 17-5.3(h), Site Tree Density, in accordance with Sec. 17-5.3(h)(5), Credit for Remaining Trees.

TABLE 17-5.4(D)(1): TREE CANOPY COVER RETENTION STANDARDS			
EXISTING TREE CANOPY COVER (AS A PERCENT OF THE SITE AREA) [1]	MINIMUM TREE CANOPY COVER RETENTION BY ZONING DISTRICT (AS A PERCENT OF EXISTING TREE CANOPY COVER) [1]		
	RESIDENTIAL DISTRICTS	ACTIVITY AND CORRIDOR DISTRICTS	INSTITUTIONAL AND CAMPUS DISTRICTS AND INDUSTRIAL DISTRICTS
80% to 100%	30%	15%	12%
60% to 79%	36%	18%	13%
40% to 59%	45%	22%	14%
20% to 39%	48%	24%	15%
19% or less	54%	26%	16%
NOTES: [1] Tree canopy cover consists of the horizontal projection onto the ground of the crowns of all healthy self-supporting trees having a trunk diameter of at least eight inches, measured at four and one-half feet above the ground.			

- (2) Priority areas for retention of existing tree canopy cover shall include the following, listed in priority order:
- a. Areas abutting tree protection zones of grand trees;
 - b. Riparian buffers, wetlands, or natural drainage courses;
 - c. Wildlife habitat and other sensitive natural areas;
 - d. Areas abutting greenways, trails, parks, or recreation areas; and
 - e. Transitional buffer yards and street protective yards.

- (3) Existing tree canopy that is required to be retained in accordance with Subsections (1) and (2) above may be removed from a development site only if the landowner demonstrates development on the site cannot be located and designed to allow for a beneficial use, after exploration of applicable alternatives and submission and approval of an alternative landscaping plan (See Sec. 17-5.3(b)(5)a, Alternative Landscape Plan) and if the removal of the tree canopy and replacement with new trees complies with the following:

Article 5: Development Standards

Sec. 17-5.4. Tree Protection

(e) Removal of Grand Trees

- a. The trees removed are replaced on a one-to-one basis, based on the DBH of the removed trees;
- b. The replacement trees have a minimum size of three caliper inches;
- c. The replacement trees are clustered in the highest priority areas identified in Subsection (2) above, to the maximum extent practicable, as a means of reestablishing existing tree canopy; and
- e-d. The replacement trees are planted with sufficient room to accommodate future growth.

(e) Removal of Grand Trees

(1) Standards for Evaluating Proposed Removal of a Grand Tree

The following factors shall be considered in evaluating a request to remove a grand tree as part of a Tree Removal Permit application:

- a. The topography of the site;
- b. Any proposed grade changes;
- c. The location of utilities and driveways;
- d. The location of the grand tree;
- e. Proposed tree planting or transplanting to compensate for the grand tree removal;
- f. Public safety;
- g. The health, condition and longevity of the grand tree;
- h. The species of the grand tree; and
- i. Any historic, aesthetic or exceptional quality associated with the grand tree.

(2) Replacement/Mitigation of a Grand Tree

Replacement of removed grand trees shall be in accordance with Sec. 17-5.4(c)(11), Replacement/Mitigation of Protected Trees.

(f) Tree Protection During Construction

- (1) Construction site activities, including but not limited to parking, equipment or material storage, bury pits, concrete washout, or burning of debris, are prohibited within tree protection zones.
- (2) Trees located within a tree protection zone shall be protected from chemical contamination from liquids or other materials, including but not limited to paint, chemical solvents, gasoline, oil, diesel fuel, hydraulic fluid, concrete spoils, or rinse water from vehicle cleaning, including rinsing of concrete truck tanks and chutes.

Article 5: Development Standards**Sec. 17-5.4. Tree Protection****(g) Timber Harvesting**

- (3) Prior to machinery passing over any area within a tree protection zone during construction, the area shall be cushioned using plywood sheeting covered by a minimum four-inch-thick layer of wood mulch, or materials providing an equivalent minimum degree of cushioning, as shown on an approved landscaping plan.
- (4) Protective barriers shall be installed prior to, and maintained throughout, the land disturbance and construction process. Such barriers shall:
 - a. Be installed along the outer edge of and completely surrounding all tree protection zones;
 - b. Consist of:
 - 1. A minimum four-foot-high wooden post and rail fence with two-inch by four-inch posts and a double one-inch by four-inch rail;
 - 2. A minimum four-foot-high orange polyethylene laminar safety fencing mounted on wooden posts; or
 - 3. A similar fencing method approved by the Zoning Administrator.
 - c. Be posted with warning signs that:
 - 1. Are posted not more than 150 feet apart;
 - 2. Are clearly visible from all sides of the tree protection area;
 - 3. Have a minimum area of four square feet per sign; and
 - 4. Identify the fenced area as a tree protection zone and direct construction workers not to encroach into the area (e.g., "Tree Protection Zone: Do Not Enter").
- (5) Any violation of the tree protection standards in this subsection is a violation of this Ordinance and may result in remedies and penalties in accordance with Sec. 17-8.6, Remedies and Penalties. Any action in violation of this subsection that results in damage to a protected tree that jeopardizes its survival shall be deemed removal of a protected tree.

(g) Timber Harvesting

Timber harvesting (see Sec. 17-9.4, Definitions) shall comply with the standards in this subsection.

(1) General**a. Required Notification**

The land owner shall notify the Zoning Administrator prior to beginning any timber harvesting.

b. Comply with Best Management Practices

All timber harvesting shall comply with the voluntary protective measures known as "Best Management Practices" that are published by the South

Article 5: Development Standards**Sec. 17-5.5. Open Space****(a) Purpose**

Carolina Forestry Commission, including the provision of an undisturbed buffer that:

1. Extends along the entire perimeter of the parcel, including road frontages, except for approved access crossings; and
2. Has a minimum width of 50 feet or the required setback for the zoning district in which the parcel is located, whichever is greater.

(2) Commercial Timber Operations**a. Burden of Proof of Commercial Timber Operation**

1. The land owner shall have the burden of proving by clear and convincing evidence that an activity is a commercial timber operation.
2. The land owner shall submit a forestry plan that demonstrates that the intended forestry activities will contribute to the long term production of marketable forest products and ensure the continued existence of forests through regeneration. Conducting a timber sale as the sole timber management activity does not constitute a commercial timber operation.

Sec. 17-5.5 Open Space

(a) Purpose

Open space set-asides are intended for the use and enjoyment of a development's residents, employees, or users. Open space set-asides serve numerous purposes, including preserving natural resources, ensuring resident access to open areas and active recreation, reducing the heat island effect of developed areas, providing civic and meeting spaces, enhancing storm water management, and providing other public health benefits.

(b) Applicability**(1) General**

Unless exempted in accordance with (2) below, all new development in the City shall comply with the standards in this Section.

(2) Exemptions

The following development is exempted from the standards in this Section:

- a. Single-family detached dwellings;
- b. Two-family dwellings;
- c. Utility Uses;
- d. Agricultural Uses; and

Article 2: Administration**Sec. 17-2.5. Application-Specific Review Procedures and Decision Standards****(m) Tree Removal Permit****f. Appeal**

Optional (see Sec. 17-2.4(j), Appeal).

(4) Tree Removal Permit Decision Standards**a. A tree removal permit shall be approved only upon a finding that all of the following standards are met:**

- 1. A tree protection zone is established consistent with the requirements of Sec. 17-5.4(c)(5), Tree Protection Zone Established;**
- 2. All trees within the tree protection zone are protected and maintained during and after development in conformance with Sec. 17-5.4, Tree Protection;**
- 3. Any grand tree removed is done so only upon a finding it is in conformance with Sec. 17-5.4(e), Removal of Grand Trees;**
- 4. Any tree protected by Sec. 17-5.4(d)(3), Retention of Existing Tree Canopy, that is removed is done so only upon a finding it is in conformance with Sec. 17-5.4(d)(3).**
- 5. Any other protected tree removed other than a grand tree or a tree that is protected by Sec. 17-5.4(d)(3), Retention of Existing Tree Canopy, is done so only upon a finding:**
 - (i) The application of the standards in Sec. 17-5.4, Tree Protection, would result in unreasonable or impractical situations due to unusual site conditions, such as may be caused by streams, natural rock formations, topography, lot configuration, or utility easements; and**
 - (ii) The approval of the Tree Removal Permit is consistent with the purposes of this Section.**

b. If a tree removal permit is approved, conditions of approval shall include the planting of any replacement trees required by Sec. 17-5.4(e), Removal of Grand Trees, and Sec. 17-5.4(d)(3), Retention of Existing Tree Canopy. The Zoning Administrator may require as a condition of approval that an equal number of density factor units (see Sec. 17-5.3(h), Site Tree Density) of replacement trees be planted on the site to replace the density factor units for protected trees removed, in addition to the minimum required site tree density (see Sec. 17-5.3(h), Site Tree Density).**a. If a grand tree is proposed to be removed, the Zoning Administrator's review, decision, and conditions imposed with respect to the removal of the grand tree shall be in accordance with Sec. 17-5.4(e), Removal of Grand Trees. For the removal of any tree other than a grand tree, the Zoning Administrator may approve a Tree Removal Permit on finding the following:**

- 1. The application of the standards in Sec. 17-5.4, Purpose, would result in unreasonable or impractical situations due to unusual site**

ORDINANCE NO.: 2019-013

*Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina,
to repeal and replace Chapter 17, Planning, Land Development and Zoning*

BE IT ORDAINED by the Mayor and City Council of the City of Columbia, South Carolina this ____ day of _____, 2019 that the City of Columbia, South Carolina, Chapter 17, Planning, Land Development and Zoning is hereby repealed in its entirety and replaced with Chapter 17, Unified Development Ordinance as reflected in the attached "Zoning Ordinance and Land Development Regulations Rewrite, Public Hearing Draft, March 19, 2019" which is 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.weplanttogether.org>.

This ordinance is effective as of May 1, 2020.

Requested by:

Assistant City Manager Gentry

Mayor

Approved by:

City Manager

Approved as to form:

ATTEST:

City Attorney

City Clerk

Public Hearing:

Introduced:

Final Reading:



We Are Columbia

MEETING DATE: August 20, 2019

DEPARTMENT: Legal Department

FROM: *Shari Ardis, Legal Office Manager*

SUBJECT: Ordinance No.: 2019-056 Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 14, Offenses and Miscellaneous Provisions, to add Article XII Extreme Risk Protection Orders

FUNDING SOURCE & ORIGINAL BUDGET:

FOCUS AREAS: Connecting Our Community, Empowering Our Residents, Enhancing Columbia's Neighborhoods

ATTACHMENTS:

- **#a:** 2019-056 amend Chapter 14 add Article XII Extreme Risk Protection Orders lr 81419 (PDF)

ORDINANCE NUMBER NO.: 2019-056

*Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina,
Chapter 14, Offenses and Miscellaneous Provisions, to add
Article XII Extreme Risk Protection Orders*

BE IT ORDAINED by the Mayor and City Council of the City of Columbia, South Carolina this ____ day, of _____, 2019, that the 1998 Code of Ordinance of the City of Columbia, South Carolina, Chapter 14, Offenses and Miscellaneous Provisions, is amended to add Article XII Extreme Risk Protection Orders, to read as follows:

Article XII. Extreme Risk Protection Orders**Sec. 14-351. Findings and purpose.**

For the purposes of this article, the city council does hereby find that:

1. The first duty of the government of the City of Columbia, South Carolina is to protect their people; and,
2. Gun violence and gun suicides present a public health and public safety crisis in the United States; and,
3. A February 2018 Politico/Morning Consult poll found that 76 percent of registered voters across America supported requiring that all gun owners store their guns in a safe storage unit; and,
4. Every year in the United States, on average, more than 250 children under 18 gain access to a gun and unintentionally shoot themselves or someone else, and nearly 600 more die by suicide performed with a gun; and,
5. Storing household guns locked, unloaded, or separate from the ammunition is associated with reductions in the risk of self-inflicted shootings among, and unintentional shootings by, children and teenagers; and,
6. An estimated 4.6 million American children and teens under 18 still live in homes with at least one gun that is loaded and unlocked despite the lifesaving effect that responsible gun storage can have; and,
7. Available evidence, as compiled by the RAND Corporation, indicates that child access prevention laws or safe storage laws reduce self-inflicted fatal or nonfatal firearm injuries among youth and reduce unintentional firearm injuries or unintentional firearm deaths among children; and,
8. Over 22,000 Americans every year, including over 1,000 children and teens, die by firearm suicide; and,
9. A meta-analysis of 14 different scientific studies concluded that access to a firearm triples the risk of death by suicide of anyone in the household; and,
10. Among commonly used methods of self-harm, firearms are by far the most lethal, with a fatality rate of approximately 85 percent, compared to less than five percent with other methods, such that while firearms are used in less than six percent of suicide attempts, over half of suicide deaths result from suicide attempts performed with firearms; and,
11. Extreme risk protection order laws have been shown to help prevent firearm suicides, as shown by the empirical evidence of reduced suicide rates under Connecticut's and Indiana's laws; and
12. Extreme risk protection order laws can also prevent gun crimes, as an analysis of mass shootings from 2009 to 2017 revealed that in 51 percent of incidents the shooter exhibited warning signs that he posed a danger to himself or others before the shooting; and
13. City Council recognizes that S.C. Code §23-31-510 restricts municipal regulation of transfer, ownership, possession, or transportation of firearms, ammunition, or components of firearms, and that S.C. Code §23-31-520 denies a municipality the right to confiscate a firearm unless incident to an arrest; and,

14. City Council also recognizes its responsibility to respect governing law, and thus may not impose a prohibition on transfer, ownership, possession, or transportation of firearms, ammunition, or components of firearms, unless and until governing law allows it to become effective; and

15. House Bill No. H. 3275, a proposed statewide extreme risk protection order law was introduced to the General Assembly of South Carolina in the 2019 Session; and

16. The City Council calls upon the South Carolina General Assembly to protect all South Carolinians by enacting a statewide extreme risk protection order; and

17. The United States Supreme Court has recognized that the right protected by the Second Amendment is not absolute. The South Carolina Supreme Court has recognized likewise with regard to Article I, section 20 of the South Carolina Constitution; and

22. The City Council has authority to legislate regarding the use of firearms, as distinguished from their ownership, possession, transfer, or transportation, in order to protect members of the public.

23. This ordinance is hereby enacted, not to give law enforcement the authority to confiscate firearms, but to give the Court the authority to order parties to relinquish firearms, to either licensed gun dealers or law enforcement, if the Court, given the extreme risk circumstance, deems the relinquishment appropriate for the safety and well-being of the individual, family members, or the public.

Sec. 14-352. Scope.

The provisions of this article relate to extreme risk protection orders.

Sec. 14-353. Definitions.

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning.

Court shall mean the Municipal Court.

Extreme risk protection order shall mean a court order prohibiting a person from having in the person's possession or control, purchasing or receiving or attempting to purchase or receive, a firearm, based upon a finding that the person presents a risk of suicide or of causing the death of, or serious bodily injury to, another person.

Family or household member shall mean spouses or persons who have been spouses, persons living as spouses or who lived as spouses, parents and children, other persons related by first-degree consanguinity or affinity, current or former sexual or intimate partners or persons who share biological parenthood.

Concealed Weapon Permits means a concealed carry permit issued under S.C. Code Section 23-31-210 et seq. (relating to licenses), or any similar license issued pursuant to the laws of another state.

Law enforcement officer means a City of Columbia police officer or other duly sworn and authorized officer who is empowered by law to conduct investigations of or to make an arrest for an offense enumerated in this code or an equivalent crime in another jurisdiction and an attorney authorized by law to prosecute or participate in the prosecution of such offense.

Serious bodily injury means a bodily injury that creates a substantial risk of death or causes serious, permanent disfigurement or protracted loss or impairment of the function of a bodily member or organ.

Sec. 14-354. Preliminary matters.

(a). The following individuals shall have standing to file a petition requesting that the court issue an extreme risk protection order or renew an existing extreme risk protection order:

1. A law enforcement officer; or
 2. A family or household member of a person believed to present a risk of suicide or of causing the death of, or extreme bodily injury to, another person.
- (b) No filing fee may be charged for a petition under this article.
- (c) An extreme risk protection order is effective at the time of service.
- (d) A respondent under this article shall have the right to be represented by counsel. If the respondent cannot afford an attorney and meets the income guidelines applicable to representation by a public defender in a criminal case, the court shall appoint counsel upon the request of the respondent.

Sec. 14-355. Petition for extreme risk protection order.

- (a) A petition for an extreme risk protection order shall set forth facts that demonstrate the risk presented by the respondent's ability to purchase firearms or have possession or control of firearms, and shall describe the number, types and locations of any firearms known or believed to be owned by the respondent or known or believed to be in the respondent's possession or control.
- (b) A petition for an extreme risk protection order, at the time of the filing, shall also identify all known restraining orders, orders of protection, and pending lawsuits, complaints, petitions, or actions pending, active, or filed within one year prior to the petition for an extreme risk protection order involving the respondent, including, but not limited to, an order entered pursuant to S.C. Code Section 20-4-10 et seq. (relating to protection from abuse).
- (c) The court may consider all relevant evidence, but in no case shall an order be issued under this article relating to interim extreme risk protection order or relating to order after hearing absent a demonstration of risk due to behaviors or events occurring in the preceding 24 months.
- (d) In determining whether grounds exist to issue an extreme risk protection order, the court shall consider evidence of the following factors and the recency of any behaviors or events:
1. Suicide threats or attempts.
 2. Threats or acts of violence or attempted acts of violence.
 3. Domestic abuse, including any violation of a protection from abuse order, under S.C. Code 20-4-10 (relating to protection from abuse) or a similar law in another state.
 4. Cruelty to animals under S.C. Code Section 47-1-40 (relating to cruelty to animals) or a similar law in another state.
 5. Abuse of controlled substances or alcohol, or any criminal offense that involves controlled substances or alcohol.
 6. Unlawful or reckless use, display or brandishing of a firearm.
 7. Recent acquisition or attempted acquisition of a firearm.
 8. The possession, use or control of a firearm as a part of the respondent's employment.
 9. Any additional information the court finds to be reliable, including a statement by the respondent.

Sec. 14-356. Interim extreme risk protection order.

- (a) The court reviewing a petition shall issue an interim extreme risk protection order if it finds, by a preponderance of the evidence, that:
1. The respondent presents a risk of suicide or of causing the death of, or serious bodily injury to, another person; and
 2. The risk is imminent and other circumstances that would make it safe to proceed by ordering a hearing under this article relating to hearing on petition without issuing an interim extreme risk protection order do not exist.
- (b) An interim extreme risk protection order shall include:
1. The date and time the order was issued.

2. Instructions for relinquishment of any firearm or firearms license that the respondent owns or that is in the respondent's possession or control.
3. Notification of the penalties for violating the order.
4. If the order was issued by a court and a hearing is scheduled under this article the order shall include:
 - a. Notice of the time, date and location of the hearing;
 - b. Notice of the right to request a continuance, and instructions on requesting a continuance or waiving the hearing;
 - c. Notice of the fact that, at the hearing, or if the hearing is waived, the court may extend the order for up to one year; and
 - d. Notice of the right to an attorney under this article (relating to preliminary matters).
- (c) An interim extreme risk protection order issued by a court shall be in effect until following a hearing it is either vacated or terminated.
- (d) If the court orders an interim extreme risk protection order under this article, the court shall schedule a hearing on the petition to be held no more than 10 days from the date of the order.
- (e) The respondent may request a continuance on a hearing scheduled to take place after the issuance of an interim order, which the court shall grant. No hearing shall be continued except with the consent of the respondent.

Sec. 14-357. Hearing on petition.

- (a) Upon reviewing a petition filed under this article (relating to petition for extreme risk protection order), the court may issue an order for a hearing on the petition, which shall be scheduled to be held no more than 10 days from the date of the petition.
- (b) If the hearing is scheduled to take place fewer than three business days after service of the order, the court shall grant a continuance until at least three business days after service, if requested by the respondent. The court shall notify the respondent of the respondent's right to a continuance under this article.
- (c) If the respondent waives the right to be present at a hearing or fails to appear for a hearing on a petition scheduled under this article, the court may proceed with the hearing and may issue an extreme risk protection order in the respondent's absence.

Sec. 14-358. Notice to law enforcement.

- (a) The court issuing an extreme risk protection order, an order for a hearing, or an order renewing, vacating or terminating an extreme risk protection order shall cause a copy of the order to be delivered to the local law enforcement agency and the South Carolina Law Enforcement Division.
- (b) Upon receipt of an extreme risk protection order or an order renewing, vacating or terminating an extreme risk protection order, the City of Columbia Police Department shall advise the South Carolina Law Enforcement Division and request or cause the South Carolina Law Enforcement Division to enter the order into the appropriate database so that notice of the order is provided through the South Carolina Instant Check System and the Federal Bureau of Investigation National Instant Criminal Background Check System.

Sec. 14-359. Service.

- (a) Service of an extreme risk protection order or an order for a hearing shall be made in person by a law enforcement officer, as directed by the court issuing the order. At the time of service, the law enforcement officer shall provide the respondent with a copy of the petition.
- (b) Immediately upon completion of service of an extreme risk protection order, the law enforcement officer completing service shall make a return of service to the court and shall provide a copy of the return of service to the petitioner.

Sec. 14-360. Order after hearing.

(a) The court shall issue an extreme risk protection order after conducting a hearing ordered under this article (relating to interim extreme risk protection order) or (relating to hearing on petition), or after the respondent waives the right to a hearing under this article, if the court finds by clear and convincing evidence that the respondent presents a risk of suicide or of causing the death of, or serious bodily injury to, another person.

(b) An extreme risk protection order issued after a hearing shall be made effective for no less than three months nor more than one year.

(c) The order shall include:

1. The date and time the order was issued.
2. The time frame and manner in which the respondent may request a termination hearing.
3. Instructions for relinquishment of any firearm that the respondent owns or that is in the respondent's possession or control, and any firearms license that is issued to the respondent.
4. Notification of the penalties for violating the order.

Sec. 14-361. Termination of hearing.

(a) A respondent subject to an extreme risk protection order may submit one written request at any time during the effective period of the order for a hearing to determine whether the order should be terminated.

(b) Upon receipt of a request for a termination hearing, the court shall set a date for the hearing and shall provide notice of the hearing to the petitioner, the City of Columbia Police Department or other appropriate local law enforcement agency and the South Carolina Law Enforcement Division.

(c) At a termination hearing, the respondent seeking termination of the order shall have the burden of proving, by clear and convincing evidence, that the respondent does not present a risk of suicide or of causing the death of, or serious bodily injury to, another person.

Sec. 14-362. Renewal of order.

(a) A petition to renew an extreme risk protection order shall set forth facts that support a renewal of the order. The court may deny the petition based on the information set forth in the petition or may schedule a hearing. The court shall provide notice of the hearing to the petitioner, the respondent, the local law enforcement agency and the South Carolina Law Enforcement Division.

(b) If the court finds by clear and convincing evidence, based on factors set forth under this section (relating to petition for extreme risk protection order), that the respondent continues to present a risk of suicide or of causing the death of, or serious bodily injury to, another person, the court may renew the extreme risk protection order for a duration of no fewer than three months and no more than one year from the date of the order.

(c) The following limitations shall apply:

1. A petition under this article must be filed at least 60 days prior to the expiration of the order.
2. A renewal hearing shall take place no later than 30 days prior to the expiration date set in an existing order.
3. No extreme risk protection order may be renewed more than twice under this article.

Sec. 14-363. Relinquishment of firearms.

(a) An extreme risk protection order issued under this article (relating to interim extreme risk protection order) or (relating to order after hearing) shall require the relinquishment of all firearms owned by the respondent or in the respondent's possession or control within 24 hours following service of the order, except for cause shown, in which case the court issuing the order shall specify the time for relinquishment of any or all of the respondent's firearms and notify the subject of the order that they can relinquish the firearms to a licensed gun dealer that is willing to take custody of the firearms or to local law enforcement.

(b) A law enforcement officer serving an extreme risk protection order shall request that all firearms and any firearms license in the respondent's possession or control be immediately relinquished into the custody of the law enforcement officer. A law enforcement officer taking custody of a firearm or firearms license under this article shall transfer the firearm or firearms license to the Columbia Police Department (CPD) Property and Evidence Facility for safekeeping.

(c) A respondent shall, within the time frame specified in the order, relinquish to a licensed gun dealer willing to take custody of the firearm or license or to a law enforcement officer any firearm or license remaining in the respondent's possession or control after the time of service.

(d) A licensed gun dealer or law enforcement officer taking custody of a firearm or license from a respondent shall provide the respondent with a copy of a signed and dated receipt. The receipt shall include a detailed description indicating the serial number and condition of each firearm and notification that firearms will be deemed abandoned and may then be disposed of in accordance with State law. The licensed gun dealer or law enforcement officer issuing the receipt shall file the original with the court and if gun dealer, provide a copy to the appropriate local law enforcement agency.

(e) A firearms dealer accepting custody of a firearm under this article shall provide the respondent and local law enforcement agency with an affidavit as specified in subsection (g):

(g) The affidavit shall include the following:

1. The caption of the case in which the extreme risk protection order was issued.
2. The name, address, date of birth and Social Security number of the respondent.
3. A list of all firearms relinquished to the dealer and a detailed description of each firearm, including its condition and, if applicable, the manufacturer, model and serial number.

4. The name and license number of the dealer and the address of the licensed premises.

5. An acknowledgment that the dealer will not return a firearm to the respondent while the respondent is subject to an extreme risk protection order.

6. An acknowledgment that the firearm, if sold or transferred, will be sold or transferred in compliance with State law and that no firearm will be returned to a respondent or any third party until the dealer has independently confirmed that the person requesting return of the firearm is legally eligible to possess firearms under Federal and State law.

(h) In addition, the licensed gun dealer or appropriate law enforcement agency shall be liable to the lawful owner of said relinquished firearm for any loss, damage or substantial decrease in value of said firearm that is a direct result of a lack of reasonable care by the licensed gun dealer or appropriate law enforcement agency.

Sec. 14-364. Return of firearms.

(a) Subject to this article if, following a hearing, a court vacates an interim extreme risk protection order, the court shall order the immediate return of all relinquished firearms and licenses to the respondent. Upon termination or expiration of an extreme risk protection order, the respondent may request that CPD return the firearm or license that had been relinquished. Subject to this article, the dealer shall return the firearm or license to the respondent as soon as possible but not later than the end of the next business day after the day on which the respondent makes the request.

(b) A third party may request the return of a relinquished firearm at any time by providing proof of ownership and a sworn affidavit. Proof of ownership may consist of a statement in the affidavit. The affidavit shall affirm the following:

1. The third party will not intentionally or knowingly return a firearm to a person subject to an extreme risk protection order nor intentionally or knowingly allow a person subject to an extreme risk protection order to have access to a firearm.

2. The third party understands that intentionally or knowingly allowing a person subject to an extreme risk protection order to have access to a firearm constitutes a violation of this article, and shall be guilty of a misdemeanor and punished, upon conviction, in accordance with section 1-5 of this code.

3. If the third party is a member of the household of a person who is subject to an extreme risk protection order, that any firearm returned to the third party will be stored either in a gun safe to which the person does not have and will not be permitted to access, or in a location outside the home to which the person does not have access.

(c) Prior to returning a firearm to any person, the law enforcement agency or firearms dealer in possession of the firearm shall independently confirm that the person requesting return of the firearm is legally eligible to possess firearms under Federal and State law. The law enforcement agency or dealer receiving a request under this article shall conduct the required background check as soon as possible, but not later than the end of the next business day after the day on which the respondent makes the request.

Sec. 14-365. Abuse of process.

(a) A person who files a petition for an extreme risk protection order knowing the information in the petition to be materially false, or with the intent to harass another, constitutes a violation of this article, and shall be guilty of a misdemeanor and punished, upon conviction, in accordance with section 1-5 of this code.

(b) A person determined to have violated this article or determined by the court to have acted in bad faith for the purpose of harassing the respondent shall be ordered to pay full restitution to the respondent. For purposes of this article, restitution shall include, but not be limited to, reasonable attorney fees, costs of storage and other expenses incurred by the respondent as a result of the false reporting or false swearing.

Sec. 14-366. Mental health and chemical dependency services.

During any proceeding under this article, the court shall consider whether a mental health or chemical dependency evaluation is necessary, and may order such an evaluation as it deems necessary.

Sec. 14-367. Penalties for violations.

(a) A person who is the subject of an extreme risk protection order issued pursuant to this article (relating to interim extreme risk protection order) or (relating to order after hearing), if he intentionally or knowingly fails to relinquish a firearm or firearms license as required by the order, constitutes a violation of this article, and shall be guilty of a misdemeanor and punished, upon conviction, in accordance with section 1-5 of this code.

(b) A person who intentionally or knowingly accepts possession of a firearm from a person he knows is the subject of an extreme risk protection order issued pursuant to this article (relating to interim extreme risk protection order) or this article (relating to order after hearing) constitutes a violation of this article, and shall be guilty of a misdemeanor and punished, upon conviction, in accordance with section 1-5 of this code.

1. It shall be an affirmative defense to any prosecution under this article that the person accepting possession of a firearm in violation of this article:

a. Notified the law enforcement officer as soon as practicable that he has taken possession; and

b. Relinquished possession of any firearm in violation of this article as directed by the law enforcement officer.

(c) A person who has accepted possession of a firearm or firearms license pursuant to this article, if he intentionally or knowingly returns a firearm or firearms license to a respondent or intentionally or knowingly allows a respondent to have access to the firearm or firearms license prior to the expiration of an extreme risk protection order or the issuance of a court order that vacates or terminates an extreme risk protection order under this article, constitutes a violation of this article, and shall be guilty of a misdemeanor and punished, upon conviction, in accordance with section 1-5 of this code.

Sec. 14-368. Interpretation consistent with state law.

This article shall be interpreted to be consistent with any legislation enacted by the South Carolina General Assembly addressing the same subject matter.

Sec. 14-369. Severability.

The provisions of this section are severable, and if any part of this section should be held invalid by a court of competent jurisdiction, such invalidity shall not affect the remainder of the section and the remainder of the section shall remain in full force and effect.

Requested by:

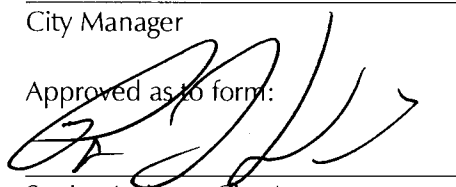
Mayor Benjamin

Mayor

Approved by:

City Manager

Approved as to form:



Senior Assistant City Attorney

ATTEST:

City Clerk

Introduced:

Final Reading:



We Are Columbia

MEETING DATE: August 20, 2019

DEPARTMENT: Legal Department

FROM: *Shari Ardis, Legal Office Manager*

SUBJECT: Ordinance No.: 2019-062 Amending Chapter 14, Offenses and Miscellaneous Provisions, Article I, Offenses and Miscellaneous Provisions, to add Sec. 14-8 Hate intimidation

FUNDING SOURCE & ORIGINAL BUDGET:

FOCUS AREAS: Connecting Our Community, Empowering Our Residents, Enhancing Columbia's Neighborhoods

ATTACHMENTS:

- **#a:** 2019-062 add Sec 14-8 Hate intimidation (PDF)

ORDINANCE NUMBER NO.: 2019-062

*Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina,
Chapter 14, Offenses and Miscellaneous Provisions, Article I, In General, to add
Sec. 14-8 Hate intimidation*

BE IT ORDAINED by the Mayor and City Council of the City of Columbia, South Carolina this ____ day of _____, 2019, that the 1998 Code of Ordinance of the City of Columbia, South Carolina, Chapter 14, Offenses and Miscellaneous Provisions, Article I, In General, is amended to add Sec. 14-8 Hate intimidation, to read as follows:

Sec. 14-8. Hate intimidation.

(a) A person who violates Sec. 10-34, 12-8, 14-5, 14-31, 14-91, 14-92, 14-93, 14-94, 14-97, 14-101, 14-102, 14-104, 14-263, 15-1 or 22-72 with the intent to intimidate a person in whole or in part because of the actual or perceived race, color, creed, religion, ancestry, gender, sexual orientation (as defined in Sec. 11-503), disability (as defined in Sec. 11-503) or national origin of any person is guilty of the separate offense of hate intimidation and shall be punished as provided by Sec. 1-5. The sentences shall run consecutive to one another unless the court specifies on the record good cause why they should run concurrently.

(b) Fines imposed under this section for contemporaneous or concurrent violations of this section shall be assessed for each violation.

(c) A court may impose community service or participation in an educational program for violation of this section.

(d) All fines paid and collected pursuant to this section shall be used to support educational programs.

(e) As used in this section "educational program" shall mean an educational program approved by the city that is conducted by a public or not-for-profit entity within the city limits and that provides training relating to the harm or damage to individuals or society caused by bigotry on the basis of race, color, creed, religion, ancestry, gender, sexual orientation, disability or national origin.

Requested by:

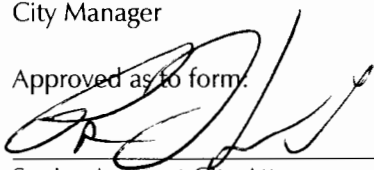
Mayor Benjamin _____

Mayor

Approved by:

City Manager

Approved as to form:



Senior Assistant City Attorney

ATTEST:

City Clerk

Introduced:

Final Reading:



We Are Columbia

MEETING DATE: August 20, 2019

DEPARTMENT: Legal Department

FROM: *Shari Ardis, Legal Office Manager*

SUBJECT: Ordinance No.: 2019-063 Amending Chapter 14, Offenses and Miscellaneous Provisions, to add Article XIII, Gun-free School Zones

FUNDING SOURCE & ORIGINAL BUDGET:

FOCUS AREAS: Connecting Our Community, Empowering Our Residents, Enhancing Columbia's Neighborhoods

ATTACHMENTS:

- **#a:** 2109-063 amend Chapter 14 add Article XIII Gun-free School Zones (PDF)

ORDINANCE NUMBER NO.: 2019-063

*Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina,
Chapter 14, Offenses and Miscellaneous Provisions to add Article XIII, Gun-free School Zones*

BE IT ORDAINED by the Mayor and City Council of the City of Columbia, South Carolina this ____ day of _____, 2019, that the 1998 Code of Ordinance of the City of Columbia, South Carolina, Chapter 14, Offenses and Miscellaneous Provisions, is amended to add Article XIII, Gun-free School Zones, to read as follows:

Article XIII. Gun-free School Zones**Sec. 14-401. Findings and purpose.**

For the purposes of this article, the City Council does hereby find that:

1. The first duty of the government of the City of Columbia, South Carolina is to protect their people; and,
2. Gun violence presents a public health and public safety crisis in the United States; and,
3. Columbia is the capitol of the State of South Carolina and one of the state's largest cities, with a permanent population approaching 140,000, and a daytime population over 350,000, it is the center of a metropolitan statistical area of approximately 833,000; and,
4. The City Council of the City of Columbia institutes this common-sense measure needed to send a strong message to teachers, law enforcement officers and prosecutors that the City Council stands behind them and supports them in getting guns off of our school grounds and protecting our children, educators and staff; and,
5. City Council recognizes that generally S.C. Code Section 23-31-510 restricts municipal regulation of transfer, ownership, possession, or transport of firearms, ammunition, or components of firearms, but under the Gun-Free School Zones Act of 1990, as amended by the adoption of Section 657 of the Omnibus Consolidated Appropriations Act of 1997, local governments are given the authority to put Gun-Free School Zones Ordinances into effect; and,
6. Under the authority of the Gun-Free School Zones Act of 1990, as amended by the adoption of Section 657 of the Omnibus Consolidated Appropriations Act of 1997, and in conjunction with State law, S.C. Code Section 16-23-420 and 430, (Possession of firearm on school property; concealed weapons and Carrying weapon on school property; concealed weapons), pursuant to Federal law which states, in 18 U.S.C. Section 922(q)(3), "Nothing in this subsection shall be construed as preempting or preventing a State or **local government** from enacting a statute establishing gun-free school zones as provided in this subsection", the City Council of Columbia adopts this Gun Free School Zones Ordinance.

Sec. 14-402. Scope.

The provisions of this article relate to gun-free zones.

Sec. 14-403. Definitions.

School means a school which provides elementary or secondary education, as determined under State law

School zone means on the grounds of, a public, parochial or private school or within a distance of 1,000 feet from the grounds of a public, parochial or private school.

Sec. 14-404. Prohibitions against possession or discharge of a firearm in a school zone.

- (a) It shall be unlawful for any individual knowingly to possess a firearm at a place that the individual knows, or has reasonable cause to believe, is a school zone.
- (b) Subparagraph (a) shall not apply to the possession of a firearm:
 1. On private property not part of school grounds;
 2. If the individual possessing the firearm is licensed to do so by the State or a political subdivision of the State;
 3. Which is not loaded;

4. In a locked container, or a locked firearms rack which is in a motor vehicle;
 5. By an individual for use in a program approved by a school in the school zone;
 6. By an individual in accordance with a contract entered into between a school in the school zone and the individual or an employer of the individual;
 7. By a law enforcement officer acting in his or her official capacity; or
 8. That is unloaded and is possessed by an individual while traversing school premises for the purpose of gaining access to public or private lands open to hunting, if the entry on school premises is authorized by school authorities or the individual is in compliance with S.C. Code §16-23-420, specifically subsection (E) of that statute.
- (c) Except as provided in subparagraph (b), it shall be unlawful for any person, knowingly or with reckless disregard for the safety of another, to discharge or attempt to discharge a firearm at a place that the person knows is a school zone.
- (d) Subparagraph (a) shall not apply to the discharge of a firearm:
1. On private property not part of school grounds;
 2. As part of a program approved by a school in the school zone, by an individual who is participating in the program;
 3. By an individual in accordance with a contract entered into between a school in a school zone and the individual or an employer of the individual; or
 4. By a law enforcement officer acting in his or her official capacity.

Sec. 14-405. Penalty.

Any person violating this section shall be guilty of a misdemeanor and, upon conviction, shall be punished in accordance with section 1-5.

Sec. 14-406. Interpretation consistent with state law.

This article shall be interpreted to be consistent with any legislation enacted by the South Carolina General Assembly addressing the same subject matter.

Sec. 14-407. Severability.

The provisions of this section are severable, and if any part of this section should be held invalid by a court of competent jurisdiction, such invalidity shall not affect the remainder of the section and the remainder of the section shall remain in full force and effect.

This ordinance is effective as of final reading.

Requested by:

Mayor Benjamin _____

Approved by:

City Manager _____

Approved as to form:

Senior Assistant City Attorney _____

Introduced:

Final Reading:

Mayor _____

ATTEST:

City Clerk _____



We Are Columbia

MEETING DATE: August 20, 2019

DEPARTMENT: Legal Department

FROM: *Shari Ardis, Legal Office Manager*

SUBJECT: Ordinance No.: 2019-064 - A Thirteenth Supplemental Ordinance providing for the Issuance and Sale of City of Columbia, South Carolina, Waterworks and Sewer System Revenue Bonds, in one or more series, in the Aggregate Principal Amount of not exceeding \$310,000,000, in order to Refinance Certain Outstanding Indebtedness and to Finance Various Capital Projects and improvements to the system, any necessary debt service reserves and issuance costs; authorizing the Mayor, the City Manager and the Assistant City Manager for Finance and Economic Services, or any two of them acting together, to determine certain matters with respect to the bonds; prescribing the form and details of such bonds; and other matters relating thereto

**FUNDING SOURCE &
ORIGINAL BUDGET:**

FOCUS AREAS: Innovative & High Quality Municipal Services

ATTACHMENTS:

- **#a:** 2019-064 13th Supp 2019 Water-Sewer Bonds rev8122019 (Blacklined) (PDF)

CITY OF COLUMBIA, SOUTH CAROLINA

ORDINANCE NO.: 2019~~---~~064

A THIRTEENTH SUPPLEMENTAL ORDINANCE PROVIDING FOR THE ISSUANCE AND SALE OF CITY OF COLUMBIA, SOUTH CAROLINA, WATERWORKS AND SEWER SYSTEM REVENUE BONDS, IN ONE OR MORE SERIES, IN THE AGGREGATE PRINCIPAL AMOUNT OF NOT EXCEEDING \$~~117310~~0,000,000, IN ORDER TO REFINANCE CERTAIN OUTSTANDING INDEBTEDNESS AND TO FINANCE VARIOUS CAPITAL PROJECTS AND IMPROVEMENTS TO THE SYSTEM, ANY NECESSARY DEBT SERVICE RESERVES AND ISSUANCE COSTS; AUTHORIZING THE MAYOR, THE CITY MANAGER AND THE ASSISTANT CITY MANAGER FOR FINANCE AND ECONOMIC SERVICES, OR ANY TWO OF THEM ACTING TOGETHER, TO DETERMINE CERTAIN MATTERS WITH RESPECT TO THE BONDS; PRESCRIBING THE FORM AND DETAILS OF SUCH BONDS; AND OTHER MATTERS RELATING THERETO.

Enacted: _____, 2019

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

Section 1. Definitions.

The terms in this Section 1 and all words and terms defined in the General Bond Ordinance No. 93-43 (the “General Bond Ordinance”) enacted by the City Council (the “Council”) of the City of Columbia, South Carolina (the “City”), on May 21, 1993 (such General Bond Ordinance as from time to time amended or supplemented by Supplemental Ordinances being defined in the Ordinance as the “Ordinance”) (except as herein otherwise expressly provided or unless the context otherwise requires) shall for all purposes of this Thirteenth Supplemental Ordinance have the respective meanings given to them in the Ordinance and in Section 1 hereof.

“2009 Letter of Credit” shall mean the irrevocable, direct-pay letter of credit issued by the Bank securing the payment of the principal of and interest on the Bonds of 2009.

“Bank” shall mean Sumitomo Mitsui Banking Corporation, acting through its New York Branch, as provider of the Letter of Credit.

“Beneficial Owner” shall mean any purchaser who acquires beneficial ownership interest in any Initial Bond held by the Depository. In determining any Beneficial Owner the City, the Registrar and the Paying Agent may rely exclusively upon written representations made and information given to the City, the Registrar and the Paying Agent, as the case may be, by the Depository or its Participants with respect to any New Bond held by the Depository or its Participants in which a beneficial ownership interest is claimed.

“Bond Purchase Agreement” shall mean one or more Bond Purchase Agreements relating to the sale of the New Bonds, to be dated the date of execution and delivery thereof between the Underwriters and the City, as amended or supplemented thereto.

“Bonds of 2009” shall mean the original principal amount \$81,860,000 City of Columbia, South Carolina, Waterworks and Sewer System Revenue Bonds, Series 2009, dated September 2, 2009, all of which is outstanding as of the date of this Thirteenth Supplemental Ordinance.

“Bonds of 2010” shall mean the original principal amount \$105,000,000 City of Columbia, South Carolina, Waterworks and Sewer System Revenue Bonds, Series 2010, dated May 26, 2010, of which \$8,770,000 is outstanding as of the date of this Thirteenth Supplemental Ordinance.

“Bonds of 2011A” shall mean the original principal amount \$100,000,000 Waterworks and Sewer System Revenue Bonds, Series 2011A, dated December 8, 2011, of which \$29,835,000 is outstanding as of the date of this Thirteenth Supplemental Ordinance.

“Bonds of 2012” shall mean the original principal amount \$58,055,000 City of Columbia, South Carolina, Waterworks and Sewer System Refunding Revenue Bonds, Series 2012,

dated March 8, 2012, all of which are outstanding as of the date of this Thirteenth Supplemental Ordinance.

“Bonds of 2013” shall mean the original principal amount \$75,305,000 Waterworks and Sewer System Revenue Bonds, Series 2013, dated December 18, 2013, of which \$66,615,000 is outstanding as of the date of this Thirteenth Supplemental Ordinance.

“Bonds of 2016A” shall mean the original principal amount \$63,325,000 Waterworks and Sewer System Revenue Bonds, Series 2016A, dated December 8, 2016, of which \$59,740,000 is outstanding as of the date of this Thirteenth Supplemental Ordinance.

“Bonds of 2016B” shall mean the original principal amount \$146,710,000 City of Columbia, South Carolina, Waterworks and Sewer System Refunding Revenue Bonds, Series 2016B, dated December 8, 2016, of which \$144,675,000 is outstanding as of the date of this Thirteenth Supplemental Ordinance.

“Bonds of 2018” shall mean the original principal amount \$87,340,000 City of Columbia, South Carolina, Waterworks and Sewer System Revenue Bonds, Series 2018, dated June 21, 2018, of which \$86,425,000 is outstanding as of the date of this Thirteenth Supplemental Ordinance.

“Bonds to be Refunded” shall mean the Bonds of 2010, the Bonds of 2011A, the Bonds of 2012 and the Bonds of 2013 (or any or all of the foregoing) to be refunded with a portion of the proceeds of the New Bonds, as determined by the Mayor, the City Manager, the Assistant City Manager for Finance and Economic Services, or any two of them acting together, pursuant to Section 11.

“Book-Entry Form” or “Book-Entry System” shall mean with respect to the New Bonds, a form or system, as applicable, under which (a) the ownership of beneficial interests in the New Bonds may be transferred only through a book-entry and (b) physical bond certificates in fully registered form are registered only in the name of a Depository or its nominee as Holder, with the physical bond certificates “immobilized” in the custody of the Depository. The book-entry maintained by the Depository is the record that identifies the owners of participatory interests in the New Bonds, when subject to the Book-Entry System.

“Business Day” shall mean, with respect to the New Bonds issued pursuant to this Thirteenth Supplemental Ordinance, any day other than a Saturday, a Sunday or a day which shall be a legal holiday or a day on which banking institutions are authorized by law or executive order to close in the State or the state in which the respective offices of the Paying Agent and the Registrar are located.

“City Representative” shall mean the person or persons at the time designated to act on behalf of the City for the purpose of performing any act under this Thirteenth Supplemental Ordinance by a written certificate containing the specimen signature of such person or persons and signed on behalf of the City by the Mayor or the City Manager.

“Code” shall mean the Internal Revenue Code of 1986, as amended.

“Continuing Disclosure Agreement” shall have the meaning given that term in Section 15 hereof.

“Council” shall mean the City Council of the City.

“Custodian” shall mean the bank, depository or trust company selected by the City as custodian of the Series Construction Fund.

“Depository” shall mean any securities depository that is a “clearing corporation” within the meaning of the New York Uniform Commercial Code and a “clearing agency” registered pursuant to the provisions of Section 15A of the Securities Exchange Act of 1934, as amended, operating and maintaining, with its Participants or otherwise, a Book-Entry System to record ownership of beneficial interests in the New Bonds, and to effect transfers of the New Bonds, in Book-Entry Form, and includes and means initially The Depository Trust Company (a limited-purpose trust company), New York, New York.

“Eighth Supplemental Ordinance” shall mean Eighth Supplemental Ordinance No. 2011-068 of the Council of the City enacted on September 20, 2011.

“Eleventh Supplemental Ordinance” shall mean Eleventh Supplemental Ordinance No. 2016-046 of the Council of the City enacted on September 6, 2016.

“Escrow Agent” shall mean Regions Bank, as paying agent for the Bonds to be Refunded and, if applicable, escrow agent under the Refunding Trust Agreement.

“Fifth Supplemental Ordinance” shall mean Fifth Supplemental Ordinance No. 2007-072 of the Council of the City enacted on September 19, 2007, as supplemented by the Sixth Supplemental Ordinance and the Seventh Supplemental Ordinance.

“Initial Bonds” shall mean the New Bonds initially issued in Book-Entry Form as provided in Section 4 hereof.

“Insurer” shall mean each insurance company providing a Surety Bond, or any successor thereto or assignee thereof.

“Insurer Default” shall mean there shall exist a default in the payment by the Insurer of principal of or any interest on any New Bond when required to be made by the applicable Surety Bond.

“Interest Payment Date” shall mean February 1 and August 1 of each year commencing ~~August~~February 1, ~~2019~~2020, or as otherwise determined by the Mayor, the City Manager and the Assistant City Manager for Finance and Economic Services, or any two of them acting together, pursuant to Section 11 hereof.

“Letter of Credit” shall mean, subject to Section 8 hereof, a letter of credit (if any) issued by a bank or other financial institution satisfactory to the City, to satisfy all or a portion of the Series Reserve Fund Requirement.

“New Bonds” shall mean the City of Columbia, South Carolina, Waterworks and Sewer System Revenue Bonds, in one or more series pursuant to Section 3 hereof, in the aggregate principal amount of not exceeding \$~~117~~310,000,000, in order to refinance the Bonds to be Refunded, to finance the Costs of Acquisition and Construction of the New Projects, (including interest coming due on a portion of the New Bonds), to fund deposits to the Series Debt Service Reserve Funds, if any, or otherwise satisfy the Series Reserve Fund Requirements, if any, applicable thereto as provided herein and to finance Costs of Issuance, authorized to be issued hereunder.

“New Projects” shall mean, collectively, the improvements, extensions and enlargements to the System, including any one or more of the projects described in Schedule I hereto, and such other improvements as the City may deem necessary or incidental to the System.

“Ninth Supplemental Ordinance” shall mean Ninth Supplemental Ordinance No. 2012-014 of the Council of the City enacted on February 21, 2012.

“Outstanding Parity Bonds” shall mean, as of the date of this Thirteenth Supplemental Ordinance, the Bonds of 2009, the Bonds of 2010, the Bonds of 2011A, the Bonds of 2012, the Bonds of 2013, the Bonds of 2016A, the Bonds of 2016B and the Bonds of 2018.

“Paying Agent” shall mean the bank, trust company or other financial institution selected by the Mayor, the City Manager and the Assistant City Manager for Finance and Economic Services, or any two of them acting together, to act as Paying Agent for the New Bonds.

“Principal Payment Date” shall have the meaning given to such term in Section 3(a).

“Refunding Trust Agreement” shall mean, collectively, one or more Refunding Trust Agreements dated the date of their execution between the City and the Escrow Agent.

“Refunding Trust Fund” shall mean, collectively, one or more funds of that name created pursuant to the Refunding Trust Agreement.

“Registrar” shall mean the bank, trust company or other financial institution selected by the Mayor, the City Manager and the Assistant City Manager for Finance and Economic Services, or any two of them acting together, to act as Registrar for the New Bonds.

“Reimbursement Agreement” shall mean, subject to Section 8, a reimbursement agreement between the City and the Insurer relating to a Surety Bond.

“Seventh Supplemental Ordinance” shall mean Seventh Supplemental Ordinance No. 2009-83 of the Council of the City enacted on August 19, 2009.

“Series Construction Fund” shall mean one or more Funds established pursuant to Section 13 hereof into which a portion of the proceeds of a Series of the New Bonds will be deposited and from which such proceeds will be disbursed to pay the Costs of Acquisition and Construction of the New Projects (including interest coming due on such Series of New Bonds, subject to Section 7 hereof) and Costs of Issuance, as applicable. Pursuant to Section 13, each Series Construction Fund shall be further identified or designated to relate to the specific Series of the New Bonds issued hereunder.

“Series Debt Service Fund” shall mean one or more Funds established pursuant to Section 7 hereof to provide for the payment of the principal of and interest on the Series of the New Bonds related thereto. Pursuant to Section 7, each Series Debt Service Fund shall be further identified or designated to relate to the specific Series of the New Bonds issued hereunder, and may include a capitalized interest account therein for the payment of interest coming due on such Series of New Bonds.

“Series Debt Service Reserve Fund” shall mean one or more Funds, if any, established pursuant to Section 8 hereof (a) to insure the timely payment of the principal and interest on the New Bonds related thereto; and (b) to provide for the redemption of the Series of the New Bonds related thereto. Pursuant to Section 8, each Series Debt Service Reserve Fund shall be further identified or designated to relate to the specific Series of the New Bonds issued hereunder.

“Series Reserve Fund Requirement” shall mean the amount, if any, established pursuant to Section 8 hereof.

“Sixth Supplemental Ordinance” shall mean Sixth Supplemental Ordinance No. 2009-87 of the Council of the City enacted on August 19, 2009.

“Surety Bond” shall mean, subject to Section 8, the reserve policy or surety bond, if any, issued by the Insurer in connection with the New Bonds and payable to the Paying Agent.

“Swap” shall mean the interest rate swap transaction entered into under the authorization of the Fifth Supplemental Ordinance.

“Tenth Supplemental Ordinance” shall mean Tenth Supplemental Ordinance No. 2013-097 of the Council of the City enacted on September 3, 2013.

“Twelfth Supplemental Ordinance” shall mean Twelfth Supplemental Ordinance No. 2018-012 of the Council of the City enacted on May 1, 2018.

“Underwriters” shall mean the firm or firms designated to serve as underwriter for the New Bonds, as selected by the Mayor, the City Manager, and the Assistant City Manager for Finance and Economic Services, or any two of them acting together, pursuant to Section 11 hereof.

“Value” or “Values” means, if a Surety BondsBond is in effect for a Series of New Bonds, with respect to any Permitted Investments for the Series Debt Service Fund and Series Debt

Service Reserve Fund established for such Series of New Bonds, the amount calculated under the Ordinance determined as of any date of calculation as follows:

- (a) the bid price published by a nationally recognized pricing service as selected by the City in its sole discretion;
- (b) as to certificates of deposit and bankers acceptances: the face amount thereof, plus accrued interest; and
- (c) as to any investment not specified above: the value thereof established by prior agreement between the City and the Insurer.

Section 2. Certain Findings and Determinations.

The City hereby finds and determines:

(a) This Thirteenth Supplemental Ordinance supplements the Ordinance, constitutes and is a “Supplemental Ordinance” within the meaning of such quoted term as defined and used in the Ordinance, and is enacted under and pursuant to the Ordinance.

(b) The New Bonds constitute and are “Bonds” within the meaning of the quoted word as defined and used in the Ordinance.

(c) Subject to the following sentence, the Net Revenues pledged under the Ordinance are not encumbered by any lien and charge thereon or pledge thereof, other than (i) the lien and charge thereon and pledge thereof created by the General Bond Ordinance, the Fifth Supplemental Ordinance and the Seventh Supplemental Ordinance for the payment and security of the Bonds of 2009; (ii) the lien and charge thereon and pledge thereof created by the General Bond Ordinance, the Fifth Supplemental Ordinance and the Sixth Supplemental Ordinance for the payment and security of the Bonds of 2010; (iii) the lien and charge thereon and pledge thereof created by the General Bond Ordinance and the Eighth Supplemental Ordinance for the payment and security of the Bonds of 2011A; (iv) the lien and charge thereon and pledge thereof created by the General Bond Ordinance and the Ninth Supplemental Ordinance for the payment and security of the Bonds of 2012; (v) the lien and charge thereon and pledge thereof created by the General Bond Ordinance and the Tenth Supplemental Ordinance for the payment and security of the Bonds of 2013; (v) the lien and charge thereon and pledge thereof created by the General Bond Ordinance and the Eleventh Supplemental Ordinance for the payment and security of the Bonds of 2016A and the Bonds of 2016B; (vi) the lien and charge thereon and pledge thereof created by the General Bond Ordinance and the Twelfth Supplemental Ordinance for the payment and security of the Bonds of 2018; and (vi) the lien and charge thereon and pledge thereof created by the General Bond Ordinance and this Thirteenth Supplemental Ordinance for the payment and security of the New Bonds. The City has heretofore entered into (1) the Swap which is secured by a pledge of and lien and charge upon the Net Revenues of the System, which lien and charge is subordinate and inferior to the lien and charge thereof securing the Outstanding Parity Bonds and any other Bonds issued pursuant to the General Bond Ordinance on a parity with the Outstanding Parity Bonds and (2) the 2009 Letter of Credit, the City’s payment obligations under each of which are limited to Net

Revenues of the System available “to meet any obligations of the City which are or which shall become charges, liens or encumbrances upon the Revenues of the System” as provided in Section 6.7 of the General Bond Ordinance.

(d) There does not exist an Event of Default, nor does there exist any condition which, after the passage of time or the giving of notice, or both, would constitute such Event of Default.

(e) The period of usefulness of the System is in excess of thirty (30) years from the date hereof.

(f) The estimated Costs of Acquisition and Construction of the New Projects (excluding Costs of Issuance) ~~is~~ and interest coming due on any New Bonds are approximately \$~~98~~149,000,000 to be financed in part with the proceeds of the New Bonds.

(g) Article III of the General Bond Ordinance provides that one or more Series of Bonds may be issued for such purposes as may be permitted by the Act upon compliance with certain provisions of the General Bond Ordinance for the purposes of paying the Costs of Acquisition and Construction of one or more Projects authorized to be financed under the Act. Further, Section 3.4(B) of the General Bond Ordinance provides that Bonds may be issued at any time for the purpose of refunding (including by purchase) other Bonds, including amounts to pay principal, redemption premium and interest to the date of redemption (or purchase) of the refunded Bonds and the Cost of Issuance; provided that (i) the aggregate Debt Service on all Bonds to be Outstanding after the issuance of the proposed Series of New Bonds shall not be greater than would have been the aggregate Debt Service of all Bonds not then refunded and the Bonds to be refunded; or (ii) the requirements of paragraph (A), (B), (C) and (E) of Section 3.3 of the General Bond Ordinance are met with respect to the refunding Series. Bonds issued upon compliance with Section 3.2 and Section 3.3 of the General Bond Ordinance shall be issued on a parity as to the Net Revenues of the System in all respects *inter sese*.

~~(h)~~ (h) Section 12.1 of the General Bond Ordinance provides that the obligations of the City under the Ordinance and the liens, pledges, charges, trusts, covenants and agreements of the City made or provided for therein shall be fully discharged and satisfied as to any Bond, and such Bond shall no longer be deemed to be Outstanding under the General Bond Ordinance when payment of the principal of, redemption premium, if any, and interest on such Bond shall have been provided for by irrevocably depositing with the Trustee in trust and irrevocably set aside exclusively for such payment, (A) moneys sufficient to make such payment, or (B) Government Obligations maturing as to principal and interest in such amounts and at such times as will ensure the availability of sufficient moneys to make such payment, and all necessary and proper fees, compensation and expenses of the Paying Agent and Registrar for the New Bonds.

(i) Subject to Section 8 hereof, if a Series Debt Service Reserve Fund is established hereunder with respect to a Series of the New Bonds, it shall secure only such Series of New Bonds, and the Series Reserve Fund Requirement (if any) will be satisfied through the deposit of cash (at such time as may be determined by the Mayor, the City Manager and the Assistant City Manager for Finance and Economic Services, or any two of them acting together, pursuant to

Section 8 hereof), the purchase of a Surety Bond, the provision of a Letter of Credit or any combination of the foregoing, for the benefit of the Holders of the New Bonds.

(~~ij~~) The New Bonds are being issued hereunder in an aggregate principal amount of not exceeding \$~~117~~310,000,000, for one or more of the following purposes: (1) to refinance the Bonds to be Refunded (the “Refunding”); (2) to improve and enlarge the System (i.e., the New Projects); (~~23~~) to pay interest coming due on the New Bonds; (4) to fund the Series Debt Service Reserve Fund (if any) in an amount equal to the Series Reserve Fund Requirement (if funded upon the initial delivery of the Bonds) through the deposit of cash, the purchase of a Surety ~~Bonds~~Bond, the provision of a Letter of Credit or any combination thereof, and (~~35~~) to pay the Cost of Issuance of the New Bonds.

(~~jk~~) It is necessary and in the best interest of the City to undertake the Refunding and/or the New Projects and to issue the New Bonds in the aggregate principal amount of not exceeding \$~~117~~310,000,000 in accordance with the Ordinance, the Act, and this Thirteenth Supplemental Ordinance for the purposes and subject to the limitations set forth above, which New Bonds shall be issued on a parity with the Outstanding Parity Bonds.

Section 3. Authorization of New Bonds.

(a) There is hereby authorized to be issued one or more Series of Bonds designated “City of Columbia, South Carolina, Waterworks and Sewer System Revenue Bonds, Series (year) [including such further words, numbers or letters as may be necessary or desirable to identify individual series ~~thereof and the~~, purpose for issuance and taxable status, if applicable]” (collectively, the “New Bonds”), in the aggregate principal amount of not exceeding \$~~117~~310,000,000. The proceeds of the New Bonds shall be used for one or more of the purposes set forth in Section 2(~~ij~~) hereof.

The New Bonds shall mature on February 1 in each of the years (the “Principal Payment Dates”) and in the principal amounts, and bear interest at the rates per annum (calculated on the basis of a 360-day year composed of twelve 30-day months), as determined by the Mayor, the City Manager and the Assistant City Manager for Finance and Economic Services, or any two of them acting together, pursuant to Section 11 hereof.

(b) Such of the New Bonds as the Mayor, the City Manager and the Assistant City Manager for Finance and Economic Services, or any two of them acting together, shall determine pursuant to Section 11 hereof shall be subject to mandatory redemption at a redemption price equal to the principal amount of the New Bonds to be redeemed, together with interest accrued from the date of redemption, in the years and in the amounts determined by the Mayor, the City Manager and the Assistant City Manager for Finance and Economic Services, or any two of them acting together, pursuant to Section 11 hereof.

At its option, to be exercised on or before the sixtieth (60th) day prior to any mandatory redemption date, the City may (i) deliver to the Registrar for cancellation New Bonds which are subject to mandatory redemption in any aggregate principal amount desired or (ii)

receive a credit in respect of its mandatory redemption obligation for any such New Bonds which, prior to such date, have been purchased or redeemed (otherwise than through the operation of the mandatory redemption requirement) by the City and cancelled by the Registrar and not theretofore applied as a credit against any mandatory redemption obligation. Each New Bond so delivered or previously purchased or redeemed shall be credited by the Registrar, at one hundred percent (100%) of the principal amount thereof, to the obligation of the City on those respective mandatory redemption obligations in such order as the City may direct the Registrar in writing, and the principal amount of the New Bonds to be redeemed by operation of the mandatory redemption requirement shall be accordingly reduced.

(c) The Registrar, without further authorization or direction from the City, shall give notice of all mandatory redemptions within the time periods and in the manner specified in Article V of the General Bond Ordinance.

(d) The New Bonds shall originally be dated the date of delivery of the New Bonds, or such other date as the Mayor, the City Manager and the Assistant City Manager for Finance and Economic Services, or any two of them acting together, shall determine pursuant to Section 11 hereof, and shall be issued as fully registered Bonds in the denominations of \$5,000 and integral multiples of \$5,000, or in such other denominations determined by the Mayor, the City Manager and the Assistant City Manager for Finance and Economic Services, or any two of them acting together, pursuant to Section 11 hereof. The New Bonds shall be numbered and lettered in such a fashion as to maintain a proper record thereof.

(e) Principal of and redemption premium, if any, on the New Bonds shall be payable at the designated corporate trust office of the Paying Agent. Interest on the New Bonds shall be payable on each Interest Payment Date, in each case to the Holders as of the immediately preceding Record Date, such interest to be paid by the Paying Agent by check or draft mailed to each Holder at the address as it appears on the Books of Registry maintained at the designated corporate trust office of the Paying Agent, in the case of a Holder of \$1,000,000 or more in principal amount of New Bonds, by wire transfer to an account within the continental United States upon the timely receipt of a written request of such Holder.

(f) The New Bonds and the assignment provisions pertaining thereto shall be in substantially the form set forth in Exhibit A hereto, with such necessary or appropriate variations, omissions and insertions as are incidental to the series, numbers, denominations, maturities, dates, interest rate or rates, redemption provisions, the purpose of issuance and other details thereof or as are otherwise permitted or required by law or by the Ordinance, including this Thirteenth Supplemental Ordinance.

(g) A copy of the approving opinion to be rendered on the New Bonds shall be attached to each New Bond, preceding the same a certificate shall appear, which shall be signed on behalf of the City by a manual or facsimile signature of the Clerk of the City. Such certificate shall be in the form substantially as follows:

IT IS HEREBY CERTIFIED that the following are true and correct copies of the respective approving opinions of Burr & Forman LLP d/b/a Burr Forman McNair, Columbia, South Carolina, and Johnson, Toal & Battiste, P.A., Columbia, South Carolina, the originals of which were manually executed, dated and issued as of the date of the delivery of and payment for the bonds, and copies of which are on file with the City of Columbia, South Carolina.

CITY OF COLUMBIA, SOUTH CAROLINA

By: _____
Clerk

Section 4. Book-Entry System; Recording and Transfer of Ownership of the New Bonds.

The Initial Bonds will be eligible securities for the purposes of the Book-Entry System of transfer maintained by the Depository, and transfers of beneficial ownership of the Initial Bonds shall be made only through the Depository and its participants in accordance with rules specified by the Depository. Such beneficial ownership must be of \$5,000 principal amount of Initial Bonds of the same Series and maturity or any integral multiple of \$5,000.

The Initial Bonds will be issued in fully-registered form, as a single Bond representing the entire principal amount of each Series of the New Bonds or one New Bond for each of the maturities of each Series of the New Bonds, in the name of Cede & Co., as the nominee of the Depository. When any principal of, premium, if any, or interest on the Initial Bonds becomes due, the City shall transmit or cause the Paying Agent to transmit to the Depository an amount equal to such installment of principal, premium, if any, and interest. Such payments will be made to Cede & Co. or other nominee of the Depository as long as it is owner of record on the applicable Record Date. Cede & Co. or other nominee of the Depository shall be considered to be the owner of the Initial Bonds so registered for all purposes of this Thirteenth Supplemental Ordinance, including, without limitation, payments as aforesaid and receipt of notices. The Depository shall remit such payments to the Beneficial Owners of the New Bonds or their nominees in accordance with its rules and regulations.

Notices of redemption of the Initial Bonds or any portion thereof shall be sent to the Depository in accordance with the provisions of the General Bond Ordinance.

The Depository is expected to maintain records of the positions of Participants in the Initial Bonds, and the Participants and persons acting through Participants are expected to maintain records of the Beneficial Owners in the Initial Bonds. The City, the Registrar and the Paying Agent make no assurances that the Depository and its Participants will act in accordance with such rules or

expectations on a timely basis, and the City, the Registrar and the Paying Agent shall have no responsibility for any such maintenance of records or transfer of payments by the Depository to its Participants, or by the Participants or persons acting through Participants to the Beneficial Owners.

The City, the Paying Agent and the Registrar may treat the Depository (or its nominee) as the sole and exclusive owner of the New Bonds registered in its name for the purpose of payment of the principal of, interest or premium, if any, on the New Bonds, giving any notice permitted or required to be given to Bondholders under the General Bond Ordinance or this Thirteenth Supplemental Ordinance, registering the transfer of the New Bonds, obtaining any consent or other action to be taken by Bondholders and for all other purposes whatsoever, and shall not be affected by any notice to the contrary. The City, the Paying Agent and the Registrar shall not have any responsibility or obligation to any Participant, any person claiming a beneficial ownership interest in the New Bonds under or through the Depository or any Participant, or any other person which is not shown on the Books of Registry of the City maintained by the Registrar as being a Bondholder, with respect to: the accuracy of any records maintained by the Depository or any Participant or the maintenance of any records; the payment by the Depository or any Participant of any amount in respect of the principal of, interest or premium, if any, on the New Bonds; the sending of any transaction statements; the delivery or timeliness of delivery by the Depository or any Participant of any notice which is permitted or required to be given to Bondholders thereunder; the selection of Bondholders to receive payments upon any partial redemption of the New Bonds; or any consent given or other actions taken by the Depository as a Bondholder.

If (a) the Depository determines not to continue to act as securities depository for the New Bonds, and gives reasonable notice to the Registrar or the City, or (b) the City has advised the Depository of the City's determination that the Depository is incapable of discharging its duties, then the City shall attempt to retain another qualified securities depository to replace the Depository. Upon receipt by the City or the Registrar of the Initial Bonds together with an assignment duly executed by the Depository, the City shall execute and deliver to the successor depository, the New Bonds of the same principal amount, interest rate and maturity. If the City is unable to retain a qualified successor to the Depository, or the City has determined that it is in its best interest not to continue the Book-Entry System of transfer or that interests of the Beneficial Owners of the New Bonds might be adversely affected if the Book-Entry System of transfer is continued (the City undertakes no obligation to make any investigation to determine the occurrence of any events that would permit it to make any such determination), and has made provision to so notify Beneficial Owners of the New Bonds by mailing an appropriate notice to the Depository, upon receipt by the City of the Initial Bonds together with an assignment duly executed by the Depository, the City shall execute, authenticate and deliver to the Depository Participants the New Bonds in fully-registered form, in authorized denomination; provided, however, that the discontinuation of the Book-Entry System of registration and transfer with respect to the New Bonds or the replacement of the Depository or any successor depository shall be subject to the applicable rules and procedures of the Depository or such successor depository on file or otherwise approved by the Securities and Exchange Commission.

Section 5. Optional Redemption of New Bonds.

Such of the New Bonds as may be determined by the Mayor, the City Manager and the Assistant City Manager for Finance and Economic Services, or any two of them acting together, pursuant to Section 11 hereof shall be subject to redemption prior to maturity, at the option of the City upon the written direction of the City, in whole or in part at any time in such order of their maturities as the City shall determine and by lot within a maturity, at the respective redemption prices with respect to each New Bond, expressed as a percentage of principal amount of the New Bonds to be redeemed, as shall be determined by the Mayor, the City Manager and the Assistant City Manager for Finance and Economic Services, or any two of them acting together, pursuant to Section 11 hereof, together, in each such case, with the interest accrued on such principal amount to the date fixed for redemption.

Section 6. Payment of the New Bonds.

The New Bonds, together with the interest thereon, shall be payable, in such coin or currency of the United States of America which at the time of such payment is legal tender for public and private debts, solely from the Net Revenues of the System in accordance with the provisions of the Ordinance including this Thirteenth Supplemental Ordinance. The New Bonds shall be issued on a parity with the pledge of Net Revenues securing the remaining Outstanding Parity Bonds, and shall be senior to the pledge thereof securing the City's obligations under the Swap, the 2009 Letter of Credit or any Junior Bonds or any other charges, liens or encumbrances on the Net Revenues of the System, as contemplated by Section 6.7 of the General Bond Ordinance.

The New Bonds, and the interest thereon, shall not be a debt of the City, nor a charge, lien or encumbrance, legal or equitable, upon any property of the City or upon any income, receipts or revenues of the City other than such of the Net Revenues of the System as are hereby pledged to the payment thereof. No recourse shall be had for the payment of the New Bonds, or the interest thereon, or any part thereof, against the general fund of the City, nor shall the credit or taxing powers of the City be deemed to be pledged to the payment of the principal of and interest on the New Bonds. The full faith, credit and taxing powers of the State of South Carolina or of the City are not pledged to the payment of the principal of or the interest on the New Bonds, and the New Bonds shall never constitute an indebtedness of the City within the meaning of any State constitution provision (other than Article X, Section 14, Paragraph 10, of the South Carolina constitutional provision authorizing obligations payable solely from special sources not involving revenues from any tax or license) or statutory limitation.

Section 7. Establishment of Series Debt Service Fund.

In accordance with Section 6.5 of the General Bond Ordinance, the Series Debt Service Fund is hereby established on the date of the original delivery of the New Bonds and held by the City for the benefit of the Holders of the New Bonds; provided, however, that upon the issuance of one or more Series of New Bonds, separate funds or accounts may be established for the payment of debt service on such Series of New Bonds, with such additional numbers or letters to identify its relevance, but each such separate fund or account will be considered the "Series Debt Service Fund" with respect to the related Series of New Bonds. Notwithstanding the provisions of

this Thirteenth Supplemental Ordinance, the City may elect to establish a capitalized interest account within the Series Debt Service Fund for the payment of interest coming due on the New Bonds as described in Section 6.5 of the General Bond Ordinance, into which account a portion of the proceeds of the New Bonds will be deposited and used as provided for in Sections 12 and 13 hereof.

Section 8. Establishment of the Series Reserve Fund Requirement and Series Debt Service Reserve Fund.

In accordance with Section 6.6 of the Ordinance, the Mayor, the City Manager and the Assistant City Manager for Finance and Economic Services, or any two of them acting together, may determine whether it is necessary or desirable to establish a Series Debt Service Reserve Fund for the benefit of the Holders of one or more Series of New Bonds (if any) and the amount and timing of funding of the Series Reserve Fund Requirement, and, if so, such Series Debt Service Reserve Fund shall be established on the date of the original delivery of such Series of New Bonds or funded from System Revenues over a period of time thereafter and held by the City, all as provided in the Ordinance; provided, however, that (1) upon the issuance of one or more Series of New Bonds, separate funds or accounts may be established (if at all) for each Series of New Bonds, with such additional numbers or letters to identify its relevance, but each such separate fund or account will be considered the "Series Debt Service Reserve Fund" with respect to the related Series of New Bonds; and (2) in the event of any full or partial defeasance of a Series of New Bonds under Article X of the Ordinance, then the Series Reserve Fund Requirement established for such Series of New Bonds shall be recalculated based on the then Outstanding principal amount of such Series. If the Series Debt Service Reserve Fund is established, the Series Reserve Fund Requirement initially will be satisfied by the City by the deposit of cash into the Series Debt Service Reserve Fund (which may, as designated by the Mayor, the City Manager and the Assistant City Manager for Finance and Economic Services, or any two of them acting together, pursuant to Section 11 hereof, be funded from the proceeds of the New Bonds on the date of delivery thereof or from System Revenues thereafter), with the purchase of a Surety ~~Bonds~~Bond, the provision of a Letter of Credit or any combination of the foregoing, in each case for the benefit of the Holders of the New Bonds.

~~Section 9. [Reserved]~~

Section 9. Authorization to Effect Refunding; Redemption of the Bonds to be Refunded. The Mayor, the City Manager and the Assistant City Manager for Finance and Economic Services, or any two of them acting together, are hereby authorized and directed for and on behalf of the City to take such actions, including but not limited to the execution by the Mayor and the City Manager, or either of them acting alone, of the Refunding Trust Agreement or other agreements, and give such directions as shall be necessary to carry out the provisions of this Thirteenth Supplemental Ordinance, including directions to the paying agent and/or registrar of the Bonds to be Refunded calling all or a portion of the Bonds to be Refunded for redemption on one or more dates. If executed, the Refunding Trust Agreement shall be dated the date of delivery of the related Series of the New Bonds to the initial purchaser thereof, and substantially in the form approved by the Mayor and the City Manager, or either of them acting alone, upon the advice of

counsel to the City. The execution thereof shall be evidence of the approval of any such form of agreement.

Upon delivery of the New Bonds, a portion of the principal proceeds thereof, together with amounts (if any) deposited in the Debt Service Fund(s) with respect to the Bonds to be Refunded and other funds of the City, shall be used to refinance the Bonds to be Refunded or, if applicable, be deposited with the Escrow Agent and held by it in the Refunding Trust Fund under the Refunding Trust Agreement. Subject to the terms of the Refunding Trust Agreement, it shall be the duty of the Escrow Agent to keep such proceeds invested and reinvested to the extent that it shall be practical in Government Obligations and to apply the principal and interest of the trust so established in the manner prescribed in such Refunding Trust Agreement and the General Bond Ordinance.

The Mayor, the City Manager and the Assistant City Manager for Finance and Economic Services, or any two of them acting together, are hereby authorized to take such actions as may be necessary or desirable, upon the advice of counsel to the City, to secure the Government Obligations to be purchased under the Refunding Trust Agreement, including but not limited to the preparation and dissemination of bid specifications, subscription forms and the execution of directions to purchase such Government Obligations.

Section 10. Designation of Registrar and Paying Agent.

The Mayor, the City Manager and the Assistant City Manager for Finance and Economic Services, or any two of them acting together, are hereby authorized and empowered to select the Registrar and the Paying Agent, respectively, for the New Bonds, pursuant to Section 11 hereof. The Registrar and the Paying Agent shall signify its acceptance of its duties upon delivery of the New Bonds.

Section 11. Sale and Issuance of New Bonds; Official Statement; Collateral Agreements.

(a) The Mayor, the City Manager and the Assistant City Manager for Finance and Economic Services, or any two of them acting together, are hereby authorized and empowered to determine the original issue dates and initial Interest Payment Dates of each Series of the New Bonds; the aggregate principal amounts of the New Bonds, if less than authorized by this Ordinance, and each Series thereof (including the Series or portions thereof to be issued on a taxable or tax-exempt basis), authorized denominations thereof and the purposes of each Series thereof; the Bonds to be Refunded; the interest rates for each Series of the New Bonds; the New Bonds to be subject to mandatory and optional redemption; whether the Series Debt Service Reserve Fund will be established and funded with respect to each Series of the New Bonds and, if so, the manner and timing in which the Series Reserve Fund Requirement will be satisfied; the redemption prices of the New Bonds subject to optional redemption; the Registrar and Paying Agent for each Series of the New Bonds; whether each Series of the New Bonds will be sold in a public or private offering or offered through a private placement transaction, and the firm or firms which will serve as the Underwriter(s) or purchaser(s), as the case may be, in connection therewith; and any original issue discount or original issue premium at which each Series of the New Bonds

will be sold; any Underwriter's discount or other fee payable to the purchasers of each Series of the New Bonds; and any other terms, provisions and matters necessary or advisable to effect the issuance of each Series of the New Bonds.

(b) The Mayor and the City Manager, or either of them acting alone, are hereby authorized and empowered to enter into, on behalf of the City, one or more Bond Purchase Agreements to be dated the date of their respective execution. Upon the submission of each such Bond Purchase Agreement by the Underwriters, the Mayor and the City Manager, or either of them acting alone, shall further determine that the respective Bond Purchase Agreement is fair and reasonable and in the best interest of the City; that the related Series of New Bonds shall be sold to the Underwriters upon the terms and conditions set forth in such Bond Purchase Agreements and upon the basis of the representations therein set forth, and that all conditions precedent to or concurrent with the acceptance of the Bond Purchase Agreements by the City have been met. The Council hereby approves the form of Bond Purchase Agreement attached hereto as Exhibit B, together with such amendments and modifications to the form thereof as the Mayor and the City Manager, or either of them acting alone, shall negotiate and approve, and authorizes and directs the Mayor and the City Manager, or either of them acting alone, to execute the Bond Purchase Agreements, as so modified and amended, and deliver such executed Bond Purchase Agreements to the Underwriters, such person's execution and delivery of the Bond Purchase Agreements constituting conclusive evidence of his approval of the matters therein contained.

(c) The Council hereby ratifies and approves the form of Preliminary Official Statement relating to the New Bonds, in substantially the form attached hereto as Exhibit C, together with such amendments and modifications to the form thereof (the "Preliminary Official Statement") as the Mayor and the City Manager, or either of them acting alone, shall negotiate and approve. The Mayor and the City Manager, or either of them acting alone, is hereby authorized to "deem final" one or more Preliminary Official Statements related to the New Bonds for purposes of complying with the requirements set forth in Rule 15c2-12 of the Securities and Exchange Commission, promulgated under the Securities Exchange Act of 1934, as amended.

(d) The Council hereby authorizes one or more Final Official Statements of the City to be dated of even date with the execution and delivery of the Bond Purchase Agreement relating to the New Bonds, substantially in the form of the Preliminary Official Statement presented at this meeting, with such modifications as the Mayor and the City Manager, or either of them acting alone, approve, as well as any amendments or supplements thereto dated the date thereof (as so amended and supplemented, the "Final Official Statement"); the Mayor and the City Manager, or either of them acting alone, is hereby authorized and directed to execute copies of the Final Official Statement and deliver the same to the Underwriters, which execution and delivery shall be conclusive evidence of the approval of any such modifications; and the City hereby authorizes the use of the Preliminary Official Statement, the Final Official Statement, the Ordinance (including this Thirteenth Supplemental Ordinance) and the information contained herein and therein in the connection with the public offering and sale of the New Bonds by the Underwriters.

(e) A copy of this Thirteenth Supplemental Ordinance shall be filed with the minutes of the meeting at which this Thirteenth Supplemental Ordinance was enacted.

(f) The Council hereby authorizes the Mayor, the City Manager and the Assistant City Manager for Finance and Economic Services, or any two of them acting together, to negotiate the terms of and prepare investment agreements, forward delivery agreements, repurchase agreements and other agreements in connection with the New Bonds, to prepare and solicit bids for providers of such agreements, and the Mayor and the City Manager, or either of them acting alone, are authorized to execute, in the name and on behalf of the City, all such agreements or written confirmations of any such investment arrangements and other documents as may be necessary in connection therewith.

(g) Notwithstanding the foregoing resolutions, the Mayor and the City Manager, or either of them acting alone, are hereby authorized and empowered to take such actions as may be necessary or desirable to sell the New Bonds (or any Series thereof) to one or more purchasers in a private offering or private placement transaction, and may prepare, negotiate, execute and deliver a purchase agreement (which may be, but is not required to be, in the form of the Bond Purchase Agreement, together with such amendments and modifications to the form thereof as the Mayor or City Manager shall negotiate and approve, such person's execution and delivery thereof constituting conclusive evidence of his approval of the matters therein contained, or in another form satisfactory to the Mayor and City Manager, or either of them acting alone) with such purchasers and prepare, disseminate, execute and deliver requests for proposals, offering documents or private placement memoranda (which may be in the form of the Preliminary Official Statement, together with such amendments and modifications to the form thereof as the Mayor or City Manager shall negotiate and approve, such person's execution thereof constituting conclusive evidence of his approval of the matters therein contained, or otherwise) and solicit interest and receive offers from purchasers to purchase one or more Series of New Bonds in a private offering or private placement transaction as may be required in connection therewith.

(h) The Council hereby authorizes and directs all of the officers and employees of the City to carry out or cause to be carried out all obligations of the City under the aforesaid Bond Purchase Agreement or purchase agreement and to perform such other actions as they shall consider necessary or advisable in connection with the issuance, sale and delivery of the New Bonds.

(i) The Council hereby ratifies, confirms and approves the actions of the City Manager and the Assistant City Manager for Finance and Economic Services heretofore undertaken with regard to applications for Surety Bonds, Letters of Credit, other credit enhancements, and liquidity arrangements relating to the New Bonds from municipal bond insurance companies or other financial institutions and to enter into, execute and deliver on behalf of the City, such loan, insurance, reimbursement or guaranty agreements as shall be necessary and advisable, with advice of counsel, in connection with the transactions and other matters referred to herein; provided, however, that the representations and covenants contained in such agreements may be incorporated in this Thirteenth Supplemental Ordinance as if fully set forth herein.

(j) With respect to the Swap, the Mayor, the City Manager and the Assistant City Manager for Finance and Economic Services, or any two of them acting together, are authorized and empowered to take such actions and execute any agreements or other documents to

terminate the Swap, if determined it to be in the City's best interest to do so, upon advice of counsel and the City's financial advisor.

Section 12. Disposition of Proceeds of New Bonds and Certain Other Moneys.

The proceeds derived from the sale of any Series of the New Bonds, net of the original issue discount or original discount premium or both, and any Underwriters' discount or fees payable to the purchasers thereof and the premium, if any, on the Surety Bonds, shall be deposited with the City and used for one or more of the following purposes:

~~_____ (a) _____~~ (a) There shall be paid over to the paying agent for the Bonds to be Refunded or the Escrow Agent (as applicable), an amount which the Mayor, the City Manager and the Assistant City Manager for Finance and Economic Services, or any two of them acting together, determine to be required, together with amounts (if any) transferred from the Debt Service Fund and/or Debt Service Reserve Fund for the Bonds to be Refunded and other moneys of the City, to provide for the payment of principal of, redemption premium, if any, and interest on the Bonds to be Refunded upon the redemption thereof.

~~_____ (b) _____~~ (b) If the Mayor, the City Manager and the Assistant City Manager for Finance and Economic Services, or any two of them acting together, determine that a Series Debt Service Reserve Fund shall be established for a Series of New Bonds and the Series Reserve Fund Requirement shall be funded with a portion of the proceeds of a Series of the New Bonds, there shall be deposited with the City for deposit into such Series Debt Service Reserve Fund an amount equal to the Series Reserve Fund Requirement.

~~_____ (bc) _____~~ (bc) The remainder of the proceeds of any Series of the New Bonds shall be deposited into the Series Construction Fund established in Section 13 hereof (or, at the election of the City, a capitalized interest account established under the Series Debt Service Fund pursuant to Section 7 hereof) to pay Costs of Acquisition and Construction for the New Projects (including interest coming due on such Series of the New Bonds) and Costs of Issuance for such Series of New Bonds.

The respective amounts specified in this Section 12 shall be determined by the City upon delivery of any Series of the New Bonds.

Section 13. Series Construction Fund.

There is hereby created and established the Series Construction Fund, which fund shall be held by the Custodian; provided, however, that upon the issuance of one or more Series of New Bonds, separate funds or accounts may be established for such Series of New Bonds, with such additional numbers or letters to identify its relevance, but each such separate fund or account will be considered the "Series Construction Fund" with respect to the related Series of New Bonds. The Series Construction Fund established for a particular Series of New Bonds shall be accounted for as a single fund, however the moneys on deposit therein may be held by one or more banks or other financial institutions designated by the City. The moneys on deposit in the Series Construction Fund shall be used and applied to pay the ~~Cost~~Costs of ~~the~~ Acquisition and Construction of the New Projects (including interest coming due on the New Bonds, subject to Section 7 hereof) and all Costs of Issuance incidental to the issuance and sale of the New Bonds.

Moneys held for the credit of the Series Construction Fund shall be invested to the fullest extent practicable and reasonable, in Permitted Investments, maturing at such times and in such amounts as shall be required to provide moneys to make the payments required to be made from such Fund.

Withdrawals from the Series Construction Fund shall be made in the manner withdrawals from other funds of the City are made.

If after the payment in full of all costs of the New Projects and Costs of Issuance or after adequate provision has been made for such payment any moneys remain in the Series Construction Fund, such excess shall be paid into the related Series Debt Service Fund and shall be used only for the payment of the principal of and interest on the related Series of New Bonds or, in the alternative, to acquire Outstanding New Bonds at a price (exclusive of accrued interest) not exceeding the face amount thereof.

Section 14. Federal Tax Covenant.

The City hereby covenants and agrees with the Holders of the New Bonds issued as tax-exempt obligations for federal income tax purposes (the “Tax Exempt Bonds”) that it will not take any action which will, or fail to take any action which failure will, cause interest on the Tax Exempt Bonds to become includable in the gross income of the Holders for federal income tax purposes pursuant to the provisions of the Code and regulations promulgated thereunder in effect on the date of original issuance of the Tax Exempt Bonds. The City further covenants and agrees with the Holders of the Tax Exempt Bonds that no use of the proceeds of the Tax Exempt Bonds shall be made which, if such use had been reasonably expected on the date of issue of the Tax Exempt Bonds would have caused the Tax Exempt Bonds to be “arbitrage bonds,” as defined in the Code; and to that end the City hereby shall:

- (a) comply with the applicable provisions of Sections 103 and Sections 141 through 150 of the Code and any regulations promulgated thereunder so long as any of the Tax Exempt Bonds are Outstanding;
- (b) establish such funds, make such calculations and pay such amounts, if necessary, in the manner and at the times required in order to comply with the requirements of the Code relating to required rebate of certain amounts to the United States; and
- (c) make such reports of such information at the times and places required by the Code.

This Ordinance shall constitute the City’s declaration of official intent pursuant to Regulation §1.150-2 of the Code to reimburse the City from a portion of the proceeds of the Tax Exempt Bonds or other tax-exempt bonds issued by the City for such purposes (the “Reimbursement Bonds”) for expenditures it anticipates incurring (the “Expenditures”) with respect to the New Projects prior to the issuance of the Reimbursement Bonds. The Expenditures which are reimbursed are limited to Expenditures which are: (1) properly chargeable to a capital account (or would be so chargeable with a proper election or with the application of the definition of placed

in service under Regulation §1.150-2 of the Code) under general federal income tax principles; or (2) certain *de minimis* or preliminary expenditures satisfying the requirements of Regulation §1.150-2(f) of the Code. The source of funds for the Expenditures with respect to the acquisition of the New Projects will be the City's water and sewer fund. To be eligible for reimbursement of the Expenditures, the reimbursement allocation must be made not later than 18 months after the later of (a) the date on which the Expenditures were paid; or (b) the date such project was placed in service, but in no event more than three (3) years after the original Expenditures.

Section 15. Continuing Disclosure.

(a) The City hereby covenants and agrees that it will comply with and carry out all of the provisions of the Disclosure Dissemination Agent Agreement in the form attached hereto as Exhibit D (the "Continuing Disclosure Agreement") with such changes as may be approved by the Mayor and the City Manager, or either of them acting alone, upon advice of counsel. Notwithstanding any other provision of the Ordinance or this Thirteenth Supplemental Ordinance, failure of the City to comply with the provisions of the Continuing Disclosure Agreement shall not be considered an Event of Default under the Ordinance or this Thirteenth Supplemental Ordinance. The Continuing Disclosure Agreement shall be executed by the Mayor and the City Manager, or either of them acting alone, prior to the delivery of the New Bonds.

(b) The City covenants, so long as and to the extent required pursuant to Section 11-1-85, Code of Laws of South Carolina 1976, as amended, to file with a central repository for availability in the secondary bond market when requested:

(i) an annual independent audit, within thirty (30) days of the City's receipt of the audit; and

(ii) event specific information within thirty (30) days of an event adversely affecting more than five percent (5%) of the Revenues or the City's tax base.

(c) The only remedy for failure by the City to comply with the Continuing Disclosure Agreement or the covenants included in paragraph (b) of this Section 15 shall be an action for specific performance of this covenant; and failure to comply shall not constitute a default or an "Event of Default" under the Ordinance or this Thirteenth Supplemental Ordinance. The Registrar and the Paying Agent shall have no responsibility to monitor the City's compliance with the Continuing Disclosure Agreement or the covenants included in paragraph (b) of this Section 15, and the City specifically reserves the right to amend or delete its covenants in the Continuing Disclosure Agreement or in paragraph (b) of this Section 15 to reflect any change in Section 11-1-85 of the Code of Laws of South Carolina 1976, as amended, or federal law, as applicable, without the consent of the Registrar and the Paying Agent or the Registered Holders of any New Bond.

Section 16. Modification of Ordinance.

The Holders of the Bonds of 2012, the Bonds of 2013, the Bonds of 2016A, the Bonds of 2016B, the Bonds of 2018 and the New Bonds, by their acceptance thereof, have or are deemed to have consented to the amendments set forth in the Ninth Supplemental Ordinance.

The Holders of the Bonds of 2016A, the Bonds of 2016B, the Bonds of 2018 and the New Bonds, by their acceptance thereof, have or are deemed to have consented to the amendments set forth in the Eleventh Supplemental Ordinance. The Holders of the Bonds of 2018 and the New Bonds, by their acceptance thereof, have or are deemed to have consented to the amendments set forth in the Twelfth Supplemental Ordinance.

Section 17. Further Actions.

The Mayor, the City Manager, the Assistant City Manager for Finance and Economic Services, the City Clerk and the City Attorney are hereby authorized and directed to take any and all such further actions as shall be deemed necessary or desirable in order to effectuate issuance and sale of the New Bonds pursuant to the Bond Purchase Agreement, to elect to purchase the Surety Bonds and to carry out the intentions of this Thirteenth Supplemental Ordinance.

Section 18. Headings.

The headings and titles of the several sections hereof shall be solely for convenience of reference and shall not affect the meaning, construction, interpretation or effect of this Thirteenth Supplemental Ordinance.

Section 19. Notices.

All notices, certificates or other communications hereunder or under the Ordinance shall be sufficiently given and shall be deemed given when mailed by registered mail, postage prepaid, or given when dispatched by telegram addressed as follows:

If to the City:

City of Columbia
1737 Main Street
Columbia, South Carolina 29217-0147
Attention: City Manager

The City, the Registrar, the Paying Agent, the Custodian, the Escrow Agent and the Insurer (if any) may, by notice given to the other parties, designate any further or different addresses to which subsequent notices, certificates or other communications shall be sent.

Section 20. Repeal of Inconsistent Ordinances and Resolutions.

All ordinances and resolutions of the City, and any part of any ordinance or resolution, inconsistent with this Thirteenth Supplemental Ordinance are hereby repealed to the extent of such inconsistency.

Section 21. Effective Date.

This Thirteenth Supplemental Ordinance shall become effective upon its enactment.

[Signature page follows]

Enacted by the City Council of the City of Columbia, South Carolina, this ____ day
of _____, 2019.

CITY COUNCIL OF THE CITY OF COLUMBIA,
SOUTH CAROLINA

By: _____
Mayor

(SEAL)

ATTEST:

Clerk

Date of First Reading: _____, 2019
Date of Second Reading: _____, 2019

SCHEDULE I

List of New ProjectsWATER CIP

Rehabilitation and Installation of Water Lines for Water Quality and Fire Protection Upgrades
System Wide Expansion
Columbia Canal Water Treatment Plant Upgrades
Lake Murray Water Treatment Plant Upgrades

SEWER CIP

Rehabilitation and Installation of Sewer Lines and Manholes
System Capacity Upgrades
System Wide Expansion
Metro Wastewater Treatment Plant Upgrades

EXHIBIT A

FORM OF NEW BOND

Unless this certificate is presented by an authorized representative of The Depository Trust Company, New York, New York ("DTC") to the City of Columbia, South Carolina or its agent for registration of transfer, exchange, or payment and any certificate issued is registered in the name of Cede & Co. or in such other name as is requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other entity as is requested by an authorized representative of DTC), ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL inasmuch as the registered owner hereof, Cede & Co., has an interest herein.

UNITED STATES OF AMERICA
STATE OF SOUTH CAROLINA
CITY OF COLUMBIA

WATERWORKS AND SEWER SYSTEM REFUNDING REVENUE BOND
TAXABLE SERIES (YEAR)

REGISTERED

No. R-_____

Original
Issue Date

Maturity
Date

Interest
Rate

CUSIP

_____ 1, 2019

(As set forth in Schedule A)

REGISTERED HOLDER: CEDE & CO.

PRINCIPAL AMOUNT: \$_____

The City of Columbia, South Carolina (the "City"), is justly indebted and, for value received, hereby promises to pay to the Registered Holder (named above), or registered assigns, but solely from the Net Revenues hereinafter mentioned and not otherwise, the Principal Amount shown above on the Maturity Date shown above (unless the within Bond shall be subject to prior redemption and shall have been duly called for previous redemption and payment of redemption price made or provided for), upon presentation and surrender of this Bond at the principal office of _____, as paying agent (the "Paying Agent") in _____, and to pay interest, but solely from the Net Revenues hereinafter mentioned and not otherwise, on such principal amount from the date hereof at the Interest Rate per annum shown above until this Bond matures. Interest on this Bond is payable (calculated on the basis of a 360-day year comprised of twelve 30-day months) on _____, and semiannually thereafter on February 1 and August 1 of each year, until this Bond matures, and shall be payable by wire transfer to the registered holder owning at least \$1,000,000 aggregate principal amount of the Bonds to an account within the continental United States or by check or draft mailed to the person in whose

name this Bond is registered on the registration books of the City maintained by _____ (the "Registrar"), in _____, at the close of business on the fifteenth (15th) day of the calendar month preceding each semiannual interest payment date. The principal, redemption premium, if any, and interest on this Bond are payable in any coin or currency of the United States of America which is, at the time of payment, legal tender for public and private debts; provided, however, that interest on this fully registered Bond shall be paid by wire transfer, check or draft as set forth above.

THIS BOND HAS BEEN ISSUED UNDER THE PROVISIONS OF TITLE 6, CHAPTER 17, [AND TITLE 11, CHAPTER 21,] CODE OF LAWS OF SOUTH CAROLINA, 1976, AS AMENDED, AND DOES NOT CONSTITUTE AN INDEBTEDNESS OF THE CITY WITHIN THE MEANING OF ANY STATE CONSTITUTIONAL PROVISION (OTHER THAN ARTICLE X, SECTION 14, PARAGRAPH 10 OF THE SOUTH CAROLINA CONSTITUTION AUTHORIZING OBLIGATIONS PAYABLE SOLELY FROM SPECIAL SOURCES NOT INVOLVING REVENUES FROM ANY TAX OR LICENSE) OR STATUTORY LIMITATION. THIS BOND AND THE BONDS OF THE SERIES OF WHICH IT IS ONE SHALL NOT CONSTITUTE A DEBT OF THE CITY, NOR A CHARGE, LIEN OR ENCUMBRANCE, LEGAL OR EQUITABLE, UPON ANY PROPERTY OF THE CITY OR ON ANY INCOME, RECEIPTS OR REVENUES THEREOF, OTHER THAN THE AFORESAID NET REVENUES OF THE SYSTEM (AS DEFINED HEREIN) PLEDGED THERETO. NO RECOURSE SHALL BE HAD FOR THE PAYMENT OF THIS BOND OR THE INTEREST THEREON AGAINST THE GENERAL FUND OF THE CITY AND NEITHER THE CREDIT NOR THE TAXING POWER OF THE CITY SHALL BE DEEMED TO BE PLEDGED THERETO. THE FULL FAITH, CREDIT AND TAXING POWERS OF THE CITY ARE NOT PLEDGED TO THE PAYMENT OF THE PRINCIPAL OF OR INTEREST ON THIS BOND.

This Bond shall not be entitled to any benefit under the Bond Ordinance (hereinafter defined), nor become valid or obligatory for any purpose, until the certificate of authentication hereon shall have been duly executed by the Registrar.

This Bond is one of an authorized series of Bonds (as defined in the Bond Ordinance) of the aggregate principal amount of _____ (\$_____) of like date of original issue, tenor and effect, except as to number, date of maturity, principal amount, date of authentication, registered holder, redemption provisions and rate of interest, issued by the City for the purpose of making [refinancing the Bonds to be Refunded (as defined in the hereinafter defined Thirteenth Supplemental Ordinance), and] financing [certain improvements, enlargements and extensions to the City's Water and Sewer System (the "System");], interest coming due on this Bond and the series of Bonds of which it is one and] Costs of Issuance (as defined in the Bond Ordinance). This Bond and the series of Bonds of which it is one are authorized to be issued and are issued under, pursuant to and in full compliance with the Constitution and statutes of the State of South Carolina (the "State"), including particularly Article X, Section 14(10) of the South Carolina Constitution and Title 6, Chapter 17 [and Title 11, Chapter 21] of the Code of Laws of South Carolina, 1976, as amended (collectively the "Act"). This Bond and the series of Bonds of which it is one are also authorized to be issued and are issued under and pursuant to General Bond Ordinance No. 93-43 of the City Council of the City (the "Council") enacted on May 21, 1993, as amended (as so amended, the "General Bond Ordinance"), and as supplemented by the Thirteenth Supplemental Ordinance

No. 2019—~~064~~ of the Council enacted on _____, 2019 (the “Thirteenth Supplemental Ordinance,” and together with the General Bond Ordinance, the “Bond Ordinance”), under the Act which Bond Ordinance has been duly codified and indexed as prescribed by law.

The Bond Ordinance contains provisions defining terms, including the properties comprising the System; sets forth the revenues pledged for the payment of the principal of and interest on this Bond and the Bonds of other series which may hereafter be issued on a parity herewith under the Bond Ordinance; sets forth the nature, extent and manner of enforcement of the security of this Bond and of such pledge, and the rights and remedies of the holder hereof with respect thereto; sets forth the terms and conditions upon which and the extent to which the Bond Ordinance may be altered, modified and amended; sets forth the terms and conditions upon which this Bond is issued upon which other bonds may be hereinafter issued payable as to principal, premium, if any, and interest on a parity with this Bond and equally and ratably secured herewith; sets forth the rights, duties and obligations of the City thereunder; and sets forth the terms and conditions upon which the pledge made in the Bond Ordinance for the security of this Bond and upon which the covenants, agreements and other obligations of the City made therein may be discharged at or prior to the maturity or redemption of this Bond with provisions for the payment thereof in the manner set forth in the Bond Ordinance. Reference is hereby made to the Bond Ordinance to all of the provisions of which any holder of this Bond by the acceptance hereof thereby assents. The provisions of the General Bond Ordinance pertaining to (1) the definitions of “Debt Service,” “Expenses of Operating and Maintaining the System” and “Maximum Debt Service”, (2) the additional bonds’ test (including the calculation of interest on Variable Rate Bonds for purposes thereof), (3) the rate covenant, (4) the ability of underwriters, purchasers or bond insurers to assent to amendments to the General Bond Ordinance, and (5) the Contingent Fund and Depreciation Fund, have been amended by Supplemental Ordinances to the General Bond Ordinance. The provisions of the Act and the Bond Ordinance shall be a contract with the holder of this Bond.

This Bond and the series of Bonds of which it is one and the interest thereon are special obligations of the City and are secured by and payable solely from, and secured equally and ratably by a pledge of and lien upon, the Net Revenues (as defined in the General Bond Ordinance) derived by the City from the System; and on a parity with the Bonds of 2009, the Bonds of 2010, the Bonds of 2011A, the Bonds of 2012, the Bonds of 2013, the Bonds of 2016A, the Bonds of 2016B and the Bonds of 2018 (as such terms are defined in the Thirteenth Supplemental Ordinance) and any Series of Bonds (as defined in the General Bond Ordinance) which are presently [or shall remain] Outstanding (as defined in the General Bond Ordinance) [after the issuance of this Bond and the series of Bonds of which it is one] or which may be hereafter issued under the General Bond Ordinance payable from such Net Revenues on a parity and equally and ratably secured therewith.

This Bond and the series of Bonds of which it is one maturing on or prior to February 1, ____, shall not be subject to redemption prior to their stated maturities. This Bond and the series of Bonds of which it is one maturing on or after February 1, ____, shall be subject to redemption prior to maturity, at the option of the City, on and after February 1, ____, in whole or in part at any time in such order of their maturities as the City shall determine and by lot within a maturity, at the redemption prices with respect to each Bond, expressed as a percentage of the principal amount to be redeemed, as set forth below, together, in each such case, with the interest accrued on such principal amount to the date fixed for redemption:

Period During Which
Redeemed (both dates inclusive)

Redemption
Prices

If less than all the Bonds of the series of which this Bond is one of any maturity are called for redemption, the Bonds of such maturity to be redeemed shall be selected by lot by the Registrar. In the event this Bond is redeemable, as aforesaid, and shall be called for redemption, notice of the redemption hereof, describing this Bond and specifying the redemption date and the premium payable upon such redemption, shall be given by the Registrar by first class mail, postage prepaid, to the registered owner thereof not less than thirty (30) days and not more than sixty (60) days prior to the redemption date at the last address appearing upon the registration books of the City. If this Bond be redeemable and shall have been duly called for redemption and notice of the redemption hereof mailed as aforesaid, and if on or before the date fixed for such redemption, payment hereof shall be duly made or provided for, interest hereon shall cease to accrue from and after the redemption date hereof.

The Bonds of the series of which this Bond is one maturing in the year ____ shall be retired by sinking fund installments which shall be accumulated in the Series Debt Service Fund (as defined in the Thirteenth Supplemental Ordinance) in amounts sufficient to redeem on February 1 of each year, at a redemption price equal to the principal amount of the Bond or Bonds to be redeemed, together with interest accrued thereon to the date fixed for redemption, the principal amount of such Bonds specified for each of the years shown below:

Year

Principal Amount

The Bonds of the series of which this Bond is one maturing in the year ____ shall be retired by sinking fund installments which shall be accumulated in the Series Debt Service Fund in amounts sufficient to redeem on February 1 of each year, at a redemption price equal to the principal amount of the Bond or Bonds to be redeemed, together with interest accrued thereon to the date fixed for redemption, the principal amount of such Bonds specified for each of the years shown below:

<u>Year</u>	<u>Principal Amount</u>
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At its option, to be exercised on or before the sixtieth (60th) day prior to any mandatory redemption date, the City may (i) deliver to the Registrar for cancellation, Bonds which are subject to mandatory redemption in any aggregate principal amount desired or (ii) receive a credit in respect of its mandatory redemption obligation for any such Bonds which, prior to such date, have been purchased or redeemed (otherwise than through the operation of the mandatory redemption requirement) by the City and cancelled by the Registrar and not theretofore applied as a credit against any mandatory redemption obligation. Each Bond so delivered or previously purchased or redeemed shall be credited by the Registrar, at one hundred 100 percent (100%) of the principal amount thereof, to the obligation of the City on those respective mandatory redemption obligations in chronological order, and the principal amount of the Bonds to be redeemed by operation of the mandatory redemption requirement shall be accordingly reduced.

This Bond is transferable, as provided in the Bond Ordinance, only upon the books of the City kept for that purpose at the principal office of the Registrar by the registered owner in person or by his duly authorized attorney upon surrender of this Bond together with a written instrument of transfer satisfactory to the Registrar duly executed by the registered owner or his duly authorized attorney. Thereupon a new fully registered Bond or Bonds of the same aggregate principal amount, rate of interest and maturity shall be issued to the transferee in exchange therefor as provided in the Bond Ordinance. The City, the Registrar and the Paying Agent may deem and treat the person in whose name this Bond is registered as the absolute owner hereof for the purpose of receiving payment of or on account of the principal or redemption premium, if any, hereof and interest due hereon and for all other purposes.

To the extent and in the manner permitted by the terms of the Bond Ordinance, the provisions of this Bond or of the Bond Ordinance, or any ordinance amendatory thereof or supplemental thereto, may be amended or modified by the City with the written consent of the holders of at least sixty-six and two-thirds percent (66-2/3%) in principal amount of the Bonds of the series of which this Bond is one then outstanding under the Bond Ordinance (including the Bonds of the series of which this Bond is one); provided, that no such amendment or modification shall permit a change in the date of maturity of any installment of principal hereof or date of optional or mandatory redemption of any Bond or the date of payment of interest thereon or a

reduction in the principal amount or redemption price thereof or rate of interest thereon without the consent of the holder of each such Bond affected thereby, or shall reduce the percentage of the principal amount of Bonds, the consent of the holders of which is required by the Bond Ordinance to effect such an amendment or modification.

Under the laws of the State, this Bond and the interest hereon are exempt from all State, county, municipal, school district and all other taxes or assessments, except estate or other transfer taxes, direct or indirect, general or special, whether imposed for the purpose of general revenue or otherwise.

It is hereby certified, recited and declared that all acts, conditions and things required by the Constitution and statutes of the State to exist, to happen and to be performed precedent to and in the issuance of this Bond, do exist, have happened and have been performed in due time, form and manner as required by law; that the series of which this Bond is a part does not exceed any constitutional or statutory limitation of indebtedness; and that provision has been made for the payment of the principal of and interest on this Bond and the series of which it is a part, as provided in the Bond Ordinance.

IN WITNESS WHEREOF, the City of Columbia, South Carolina, has caused this Bond to be executed in its name by the manual/facsimile signature of the Mayor of the City and attested by the manual/facsimile signature of the Clerk of the City under the seal of the City impressed, imprinted or reproduced hereon.

CITY OF COLUMBIA, SOUTH CAROLINA

By: _____
Mayor

(SEAL)

ATTEST:

Clerk

(FORM OF REGISTRAR'S CERTIFICATE OF AUTHENTICATION)

This Bond is one of the Bonds described in the within-mentioned Bond Ordinance of City of Columbia, South Carolina.

_____,
Registrar

Dated: _____

By: _____
Authorized Officer

(FORM OF ASSIGNMENT)

FOR VALUE RECEIVED, the undersigned sells, assigns and transfers unto

(Name and Address of Transferee)

the within Bond and does hereby irrevocably constitute and appoint _____ attorney to transfer the within Bond on the books kept for registration thereof, with full power of substitution in the premises.

Dated: _____

Signature Guaranteed

(Authorized Officer)

Notice: Signature must be guaranteed by an institution which is a participant in the Securities Transfer Agents Medallion Program ("STAMP") or similar program.

Notice: The signature to the assignment must correspond with the name of the registered holder as it appears upon the face of the within Bond in every particular, without alteration or enlargement or any change whatever.

The following abbreviations, when used in the inscription on the face of this Bond, shall be construed as though they were written out in full according to applicable laws or regulations.

TEN COM - as tenants in common

UNIF GIFT MIN ACT -

TEN ENT - as tenants by the
entireties

Custodian _____
(Cust) (Minor)
under Uniform Gifts to
Minors Act _____
(State)

JT TEN - as joint tenants with
right of survivorship
and not as tenants in common

Additional abbreviations may also be used though not in above list.

CERTIFICATE

IT IS HEREBY CERTIFIED that the following are true and correct copies of the respective approving opinions of Burr & Forman LLP d/b/a Burr Forman McNair, Columbia, South Carolina, and Johnson, Toal & Battiste, P.A., Columbia, South Carolina, the originals of which were manually executed, dated and issued as of the date of the delivery of and payment for the bonds, and copies of which are on file with the City of Columbia, South Carolina.

CITY OF COLUMBIA, SOUTH CAROLINA

By: _____
Clerk

SCHEDULE A

\$ _____

City of Columbia, South Carolina

Waterworks and Sewer System Refunding Revenue Bonds,
Taxable Series (year)

<u>Maturity</u> <u>(February 1)</u>	<u>Principal</u> <u>Amount</u>	<u>Interest</u> <u>Rate</u>	<u>CUSIP</u> <u>Number</u>
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EXHIBIT B

FORM OF BOND PURCHASE AGREEMENT

PURCHASE CONTRACT

\$[Bond Amount] CITY OF COLUMBIA, SOUTH CAROLINA WATERWORKS AND SEWER SYSTEM REVENUE BONDS SERIES 2019

[Pricing Date], 2019

The Honorable Mayor and Members of City Council
 City of Columbia
 1737 Main Street
 Columbia, South Carolina 29201

The undersigned, PNC Capital Markets, LLC and Raymond James & Associates, Inc., on behalf of themselves and as representatives of Siebert Cisneros Shank & Co., L.L.C., as Underwriters (collectively, “**Underwriter**”), offers to enter into this Purchase Contract (“**Purchase Contract**”) with the City of Columbia, South Carolina (“**City**”), which, upon the acceptance of this offer and the execution of this Purchase Contract by the City, shall be in full force and effect in accordance with its terms and shall be binding upon the City and the Underwriter. This offer is made subject to your acceptance of this Purchase Contract on or before 3:00 p.m. local (City of Columbia) time, on [Pricing Date], 2019, and, if not so accepted, will be subject to withdrawal by the Underwriter upon notice delivered to your office at any time prior to the acceptance hereof by you. All terms used herein and not otherwise defined herein shall have the meanings ascribed to them in the Preliminary Official Statement (defined below) or the Ordinance (defined below).

1. **Offer and Sale of Bonds.** Upon the terms and conditions and upon the basis of the representations and warranties hereinafter set forth, the Underwriter hereby agrees to purchase from the City aggregate principal amount \$[Bond Amount] City’s Waterworks and Sewer System Revenue Bonds, Series 2019 (“**Bonds**”), and the City hereby agrees to sell to the Underwriter all (but not less than all) of the Bonds.

The purchase price for the Bonds shall be \$[] (representing the par amount of the Bonds less an Underwriter’s discount of \$[], [plus] [minus] aggregate net original issue [premium] [discount] of \$[]). The Underwriter may change the offering prices of the Bonds at any time and from time to time.

2. **Authorization and Purpose.** The Bonds shall be authorized and issued pursuant to the following: (i) Title 6, Chapter 17, and Title 11, Chapter 21, of the Code of Laws of South Carolina 1976, as amended (“**Enabling Act**”); (ii) the General Bond Ordinance No. 93-43 enacted by the City Council of the City (“City Council”) on May 21, 1993 (“**Bond Ordinance**”), as amended and supplemented, including as amended and supplemented by the Thirteenth Supplemental Ordinance No. 2019-~~Ordinance Number~~, 064, enacted by the City Council on [Ordinance Date], 2019 (together with “**Bond Ordinance**,” as so amended and supplemented, “**Ordinance**”).

Proceeds of the Bonds will be used to (i) fund the improvements, extensions and enlargements to the Waterworks and Sewer System of the City (“**System**”), (ii) refund the [list Bonds to be Refunded], (iii) pay interest coming due on a portion of the Bonds, and (iv) pay the costs incurred in connection with the issuance of the Bonds. The Bonds shall mature on such dates and in such principal amounts,

shall bear interest at such rates, shall be reoffered at the prices and yields and shall be subject to optional redemption, all as set forth in Exhibit A attached hereto and made a part hereof. The Depository Trust Company (“**DTC**”) shall act as securities depository for the Bonds, which shall be issued in book-entry form.

The Bonds, including the interest thereon, are payable solely from the Net Revenues of the Waterworks and the System and are secured by a pledge of and lien on the Net Revenues thereof. There will be no debt service reserve fund established for or funded with the proceeds of the Bonds.

3. **Official Statement.** The City has previously provided to the Underwriter copies of the Preliminary Official Statement with respect to the Bonds, dated [], 2019 (“**Preliminary Official Statement**”). As of its date, the Preliminary Official Statement has been “deemed final” by the City for purposes of Rule 15c2-12(b)(1) (“**Rule**”) under the Securities Exchange Act of 1934, as amended (“**1934 Act**”) except for the offering prices, interest rates, selling commissions, principal amount per maturity, optional and mandatory redemption provisions, sources and uses of funds and delivery dates of the Bonds. Within seven business days of the date hereof and, in any event, in sufficient time to accompany confirmations requesting payment from customers, the City agrees to supply to the Underwriter a final Official Statement executed by the City (“**Official Statement**”) and in a sufficient quantity to comply with Rule and the rules of the Municipal Securities Rulemaking Board (“MSRB”) and to ensure a copy of the Official Statement is placed on <http://emma.msrb.org/> in such a way as to assist the Underwriter in complying with MSRB Rule G-32. The City hereby consents to and ratifies the use by the Underwriter of the Preliminary Official Statement and the Official Statement in connection with the public offering of the Bonds.

4. **Offering.** The Underwriter intends to make an initial bona fide public offering of all the Bonds at not in excess of the public offering price or prices (nor lower than the yield or yields) set forth in Exhibit A hereto and may subsequently change such offering price or prices (or yield or yields) without any requirement of prior notice to the City. The Underwriter may offer and sell Bonds to certain dealers (including dealers depositing Bonds into investment trusts) and others, as stated in Paragraph 1 above, at prices lower than the public offering price or prices stated.

5. **Representations and Warranties of the City.** The City hereby represents and warrants to the Underwriter that:

(a) The City is a municipal corporation existing under the laws of the State of South Carolina.

(b) The City is authorized by the laws of the State of South Carolina, including particularly the Enabling Act, to enact the Ordinance, to issue the Bonds, to enter into this Purchase Contract and to secure the Bonds in the manner contemplated by the Ordinance.

(c) The City has full power and authority to consummate the transactions contemplated by this Purchase Contract, the Bonds, the Ordinance, the Official Statement and as otherwise set forth herein.

(d) The Official Statement, as of its date, will be a final official statement as such term is defined in the Rule.

(e) The City has duly approved and authorized the distribution and use of the Preliminary Official Statement and the execution, delivery and distribution of the Official Statement; the City has

delivered the Preliminary Official Statement to the Underwriter, and, as of its date, the City deemed the Preliminary Official Statement to be final for the purpose of the Rule except for the offering prices, interest rates, selling commissions, aggregate principal amounts, principal amount per maturity, optional and mandatory redemption provisions, sources and uses of funds and delivery dates of the Bonds; the City has reviewed the Preliminary Official Statement and, except for the offering prices, interest rates, selling commissions, principal amount per maturity, optional and mandatory redemption provisions, sources and uses of funds, delivery date of the Bonds, and the information relating to DTC and its affiliates and the book-entry only system of registration and transfer and related information under the caption “THE 2019 BONDS—Book-Entry-Only System”, the over-allotment or stabilizing language on the inside front cover and the information relating to or provided by the Underwriter under the caption “MISCELLANEOUS – Underwriting” (collectively, “**Excluded Information**”), nothing has come to the City’s attention that would cause the City to believe the information contained in the Preliminary Official Statement is not true and correct in all material respects or contains any untrue statement of a material fact or omits to state a material fact necessary in order to make the statements made in the Preliminary Official Statement, in light of the circumstances under which they were made, misleading; and as of its date and the Closing Date, the information to be contained in the Official Statement, except for the Excluded Information, will be true and correct in all material respects and will not contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements made in the Official Statement, in light of the circumstances under which they are to be made, misleading.

(f) The City has duly enacted the Ordinance and duly authorized all necessary action to be taken by it for: (i) the issuance and sale of the Bonds upon the terms set forth herein, in the Ordinance and in the Official Statement; (ii) the approval of the Official Statement and the execution of the Official Statement by a duly authorized official; (iii) the application of the proceeds of the Bonds for the purposes described in the Official Statement; and (iv) the execution, delivery and receipt of this Purchase Contract, the Bonds and any and all such other agreements and documents as may be required to be executed, delivered, and received by the City in order to carry out, give effect to, and consummate the transactions contemplated hereby and by the Official Statement.

(g) The Bonds, when issued, delivered and paid for as herein and in the Ordinance provided, will have been duly authorized, executed, issued and delivered and will constitute limited obligations of the City entitled to the benefits and security of the Ordinance. The Bonds and the interest thereon do not constitute an indebtedness of the City within the meaning of any provision, limitation or restriction of the South Carolina Constitution (other than Article X, Section 14, Paragraph 10 of the South Carolina Constitution authorizing indebtedness payable solely from a revenue-producing project not involving revenues from any tax or license) or the laws of the State of South Carolina and are payable by the City solely from the Net Revenues of the System.

(h) The City, immediately after the Closing, will apply the proceeds from the sale of the Bonds as described in the Ordinance and the Preliminary Official Statement, and as more fully described in the certificates delivered at the Closing. The City will not knowingly take or omit to take any action, which action or omission will, in any way, cause the proceeds from the sale of the Bonds to be applied in a manner other than as provided in the Ordinance or would cause the interest on the Bonds to be includable in gross income for federal income tax purposes.

(i) Except as stated in the Preliminary Official Statement or the Official Statement, there is no action, suit, hearing, proceeding, inquiry or investigation at law or in equity or before or by any court, public board, agency or body pending or, to the best of the City’s knowledge, threatened in writing against or directly affecting the City contesting the due organization and valid existence of the City or

wherein an unfavorable decision, ruling or finding would, in any way, adversely affect (i) the transactions contemplated hereby or by the Official Statement or the validity or due enactment of the Ordinance or the validity, due authorization and execution of the Bonds, this Purchase Contract or any agreement or instrument related to the Bonds or the System to which the City is a party and which is used or contemplated hereby or by the Official Statement, (ii) the federal tax-exempt status of the interest on the Bonds, (iii) the exemption of interest on the Bonds from taxation in South Carolina as described in Paragraph 5(j) below, (iv) the organization, existence or powers of the City or the title of the Mayor or any of the members of the City Council or any officers of the City, or (v) the business, properties or assets or the condition, financial or otherwise, of the City.

(j) The execution and delivery by the City of the Official Statement, this Purchase Contract and the other documents related to the Bonds or the System contemplated hereby and by the Official Statement, and the enactment of the Ordinance and compliance with the provisions thereof do not and will not conflict with or constitute on the part of the City a breach of or a default under any existing law, court or administrative regulation, decree, order or any agreement, indenture, mortgage or lease by which it is or, on the date of Closing, will be bound, and this Purchase Contract constitutes a legally binding obligation of the City enforceable in accordance with its terms, except as enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting creditors' rights generally and by equitable principles, whether considered at law or in equity.

(k) There is no legislation enacted or, to the best of the City's knowledge, pending, the effect of which would be to remove the exemption of the interest on the Bonds from any taxation under the laws of South Carolina, except inheritance or other transfer taxes and certain franchise taxes.

(l) The City has not been notified of any listing or proposed listing of disqualification by the Internal Revenue Service to the effect that the City is a bond issuer that may not certify its bonds.

(m) If, between the date of this Purchase Contract and the End of the Underwriting Period (hereinafter defined), any event shall occur to the knowledge of the undersigned which could reasonably cause or would cause the Official Statement, as then supplemented or amended, to contain any untrue statement of a material fact or to omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading (other than the Excluded Information), the City shall notify the Underwriter thereof, and, if in the opinion of the Underwriter such event requires the preparation and publication of a supplement or amendment to the Official Statement, the City will at its own expense forthwith prepare and furnish to the Underwriter (1) a sufficient number of copies of an amendment of or supplement to the Official Statement (in form and substance satisfactory to the Underwriter) which will supplement or amend the Official Statement so that it will not contain an untrue statement of a material fact or omit to state a material fact necessary in order to make the statements therein, in light of the circumstances existing at such time, not misleading, and (2) if such notification shall be subsequent to the Closing, such legal opinion, certification, instruments and other documents as the Underwriter may reasonably deem necessary to evidence the truth and accuracy of such supplement or amendment to the Official Statement.

For purposes of this Purchase Contract: the "End of the Underwriting Period" shall mean the later of (1) the close of business on the 25th calendar day (unless that day is a Saturday, Sunday, or banking holiday, in which case, it shall be close of business on the next business day) following the Closing Date, unless the City has been notified in writing by the Underwriter on or prior to the Closing Date that the "End of the Underwriting Period" (for purposes of the Rule) will not occur on the Closing Date and (2) the date on which notice is given to the City by the Underwriter in accordance with the following sentence. In the event that the Underwriter has given notice to the City pursuant to clause (1)

that the “End of the Underwriting Period” (for purposes of the Rule) will not occur on the Closing Date, the Underwriter agrees to notify the City in writing as soon as practicable of the “End of the Underwriting Period” (for purposes of the Rule).

(m) Between the time of the City’s acceptance hereof and the Closing, the City will not have executed or issued any bonds or notes or incurred any other obligations for borrowed money, in each case, which are payable from, or secured by a pledge of, the Net Revenues of the System on a parity with the pledge thereof securing the Bonds, and there will not have been any adverse change of a material nature in the financial position, method of operation, or personnel of the System.

(n) Except as otherwise disclosed in the Preliminary Official Statement, the City is in material compliance with the City’s undertakings, as provided under the Rule and, to the City’s knowledge, the Securities and Exchange Commission’s (“SEC”) order dated August 24, 2016 (SEC Release No. 33-10143).

6. **Closing.** At 10:00 a.m., local (City of Columbia) time, on [Closing Date], 2019, or at such other time or such other date as shall have been agreed upon by the City and Underwriter, the City will deliver, or cause to be delivered, to the Underwriter the Bonds, in fully registered form, together with the other documents hereinafter mentioned; and the Underwriter will accept such delivery and pay the purchase price of the Bonds to the City in Federal or other immediately available funds. Time shall be of the essence, and delivery at the time and place specified pursuant to this Purchase Contract is a further condition to the obligations of the Underwriter hereunder.

Payment and delivery of the Bonds as aforesaid shall be made at the offices of the City, or at such other place as the City and the Underwriter agree upon, provided, however, that the Bonds will be physically delivered to DTC in New York, New York, or pursuant to arrangements with DTC, to Regions Bank, as registrar (“**Registrar**”) under the terms of a “FAST” closing. Such payment and delivery is herein called the “Closing.” The Bonds will be delivered as fully registered Bonds in book-entry form, in the form of one certificate per maturity and registered in the name of “Cede & Co.” At the direction of the City, the Registrar shall release or authorize the release of the Bonds at the Closing to the Underwriter upon receipt of payment for the Bonds as aforesaid. In addition, the City and the Underwriter agree that there shall be a preliminary closing on June 20, 2019, or on such other date agreed upon by the City and the Underwriter.

7. **Closing Conditions.** The Underwriter’s obligation to purchase the Bonds at the Closing is subject to the following conditions which must be performed in a timely fashion as set forth herein: (i) the performance by the City of its obligations to be performed hereunder and (ii) the following conditions, including the delivery by the City of such documents as are enumerated herein in form and substance reasonably satisfactory to the Underwriter:

(a) At the time of Closing, (i) the Official Statement shall not have been amended, modified or supplemented except as may be agreed to by the Underwriter, and the Ordinance shall be in full force and effect and shall not have been amended, modified or supplemented except as may have been agreed to in writing by the Underwriter, (ii) the proceeds of the sale of the Bonds shall be applied as described in the Official Statement, (iii) all official action of the City related to the Bonds shall be in full force and effect and shall not have been amended, modified or supplemented except as may have been agreed to in writing by the Underwriter, and (iv) the City shall have duly enacted and there shall be in full force and effect such proceedings as, in the opinion of Burr & Forman LLP d/b/a Burr Forman McNair and Johnson, Toal & Battiste, P.A., as co-bond counsel (“**Bond Counsel**”), shall be necessary in connection with the transactions contemplated hereby.

(b) The Underwriter shall have the right to cancel its obligation to purchase the Bonds (and such cancellation shall not constitute a default hereunder by the Underwriter) if between the date hereof and the Closing:

(i) legislation shall be enacted or be actively considered for enactment by the Congress, or recommended to the Congress for passage by the President of the United States, or favorably reported for passage to either House of the Congress by a committee of such House to which such legislation has been referred for consideration, a decision by a court of the United States or the United States Tax Court shall be rendered, or a ruling, regulation or official statement by or on behalf of the Treasury Department of the United States, the IRS or other governmental agency shall be made or proposed to be made with respect to federal taxation upon revenues or other income of the general character to be derived by the City or by any similar body, or upon interest on obligations of the general character of the Bonds, or other action or events shall have transpired that have the purpose or effect, directly or indirectly, of changing the federal income tax consequences of any of the transactions contemplated in connection herewith, that, in the opinion of the Underwriter, materially and adversely affects the market price of the Bonds or the market price generally of obligations of the general character of the Bonds;

(ii) any legislation, ordinance or regulation shall be enacted or be actively considered for enactment by any governmental body, department or agency of the State, or a decision by any court of competent jurisdiction within the State shall be rendered that, in the opinion of the Underwriter, materially and adversely affects the market price of the Bonds;

(iii) any action shall have been taken by the SEC that would require the registration of the Bonds under the Securities Act of 1933, as amended (“**1933 Act**”), or the qualification of the Ordinance under the Trust Indenture Act of 1939, as amended, or it appears that the Underwriter, by selling the Bonds, would subject itself to liability under the 1933 Act, the 1934 Act or any blue sky law;

(iv) any event shall have occurred or shall exist that, in the opinion of the Underwriter, either (i) makes untrue or incorrect in any material respect any statement or information contained in the Official Statement, or (ii) is not reflected in the Official Statement and should be reflected therein in order to make the statements and information contained therein not misleading in any material respect;

(v) there shall have occurred any outbreak of, or escalation in, hostilities or other national or international calamity or crisis or a financial crisis, including, but not limited to, the United States engaging in hostilities, or a Declaration of War or a national emergency by the United States on or after the date hereof which, in the sole opinion of the Underwriter, would affect materially and adversely the ability of the Underwriter to market the Bonds;

(vi) trading shall be suspended, or new or additional trading or loan restrictions shall be imposed, by the New York Stock Exchange or other national securities exchange or governmental authority with respect to obligations of the general character of the Bonds or a general banking moratorium shall be declared by federal, South Carolina or New York authorities;

(vi) there shall have occurred any change in the financial condition or affairs of the City or the System the effect of which is, in the sole judgment of the Underwriter, so material and adverse as to make it impracticable or inadvisable to proceed with the offering or delivery of the Bonds on the terms and in the manner contemplated by the Official Statement;

(vii) either of the ratings of the Bonds shall have been downgraded, or withdrawn, or becomes the subject of a published negative credit watch, which in the Underwriter's sole opinion, materially adversely affects the market price of the Bonds;

(viii) any litigation shall be instituted, pending or threatened to restrain or enjoin the issuance, sale or delivery of the Bonds or in any way contesting or questioning any authority for or the validity of the Bonds or the money or revenues pledged to the payment thereof or any of the proceedings of the City taken with respect to the issuance and sale thereof;

(ix) the "blue sky" or securities commission of any state in the United States has withheld registration, exemption, or clearance of the offering of the Bonds, and, in the sole opinion of the Underwriter, the effect of the withholding will materially and adversely affect the market price or marketability of the Bonds;

(x) the purchase of and payment for the Bonds by the Underwriter, or their resale or reoffering by the Underwriter, on the terms and conditions contemplated by this Purchase Contract and the Official Statement, is prohibited by any applicable law or governmental regulation or by order of any court, government authority, board, agency, or commission or would subject the Underwriter to liability under the 1933 Act, the 1934 Act, common law or otherwise;

(xi) additional material restrictions not in force on the date of this Purchase Contract have been imposed on trading in securities generally or by a governmental authority or Financial Industry Regulatory Authority, Inc.; or

(xii) there shall have occurred any event other than those listed above, the effect of which is, in the reasonable and exclusive judgment of the Underwriter, material and adverse to make it impractical or inadvisable to proceed with the offering of the Bonds on the terms and in the manner contemplated by the Official Statement.

(c) At the time of Closing, the City shall have duly adopted all proceedings required by the Enabling Act and all other applicable laws and regulations, State or federal, necessary to enable Bond Counsel to deliver an unqualified opinion with respect to due authorization, execution and delivery of the Bonds.

(d) The Underwriter shall have received, within a sufficient time period for such Official Statements to accompany confirmations delivered by the Underwriter to potential investors in accordance with the Rules of the MSRB but in no event later than seven business days following the date hereof, a quantity of Official Statements adequate to enable the Underwriter to meet the continuing obligations imposed on it by the Rule.

(e) At or prior to the Closing, the Underwriter shall receive one executed original of the following documents, unless otherwise indicated:

(i)(A) the unqualified approving opinions of Co-Bond Counsel each dated the date of Closing, addressed to the City in substantially the forms of Appendix “D” of the Official Statement, and (B) supplemental opinions of Bond Counsel, each dated the date of Closing and addressed to the Underwriter, in substantially the forms set forth in Exhibit B attached hereto;

(ii) a certificate of the City, dated the date of Closing signed by an official of the City, in substantially the form attached hereto as Exhibit C;

(iii) a specimen of the Bonds;

(iv) an opinion of Teresa A. Knox, Esquire, City Attorney, addressed to the City and the Underwriter, dated the date of Closing in substantially the form attached hereto as Exhibit D;

(v) evidence satisfactory to the Underwriter that the Bonds have been rated “[Aa1]” by Moody’s Investors Service, Inc. (“Moody’s”) and “[AA+]” by S&P Global Ratings (“S&P”);

(vi) a certified copy of the Ordinance;

(vii) a copy of the Official Statement executed on behalf of the City by a duly authorized official of the City;

(viii) an executed copy of the Disclosure Dissemination Agent Agreement dated the date of Closing, between the City and Digital Assurance Certification, L.L.C.;

(ix) the opinions of Parker Poe Adams & Bernstein LLP and the Starkes Law Firm, LLC, Co-Counsel to the Underwriter, addressed to the Underwriter and dated the date of Closing in substantially the forms attached hereto as Exhibit E;

(x) the opinion of Nexsen Pruet, LLC, special environmental counsel to the City, addressed to the Underwriter and Co-Counsel to the Underwriter, dated the date of Closing in substantially the forms attached hereto as Exhibit F; and

(xi) other certificates of the City or information of the City contained in certificates listed in the Closing Memorandum to be approved by counsel to the City and Co-Bond Counsel, and such additional opinions, as Bond Counsel may reasonably request to evidence (A) compliance by the City with legal requirements, (B) the truth and accuracy, as of the time of Closing, of the respective representations of the City contained herein and (C) the due performance or satisfaction by the City at or prior to such time, of all agreements then to be performed and of all conditions then to be satisfied by the City.

If the City shall be unable to satisfy the conditions or the obligations contained in this Purchase Contract, or if the obligation of the Underwriter to purchase and accept delivery of the Bonds shall be terminated for any reason permitted by this Purchase Contract or, at the election of the City, if the Closing shall not occur by the end of business on [Closing Date], 2019, or such alternative date as the parties may mutually establish, this Purchase Contract shall terminate and neither the Underwriter nor the City shall be under further obligation hereunder; except that the respective obligations to pay expenses to the extent applicable, as provided in Paragraph 13 hereof, shall continue in full force and effect.

The delivery of any certificate that is required to be delivered in accordance with this Purchase Contract shall be deemed to have been made if the terms of that certificate are included to the satisfaction of the Underwriter within any one certificate or any number of other certificates delivered or caused to be delivered by the party responsible for delivery.

8. **Issue Price Certificate.** At the Closing, contemporaneously with the receipt of the Bonds, the Underwriter will deliver to the City a receipt therefor and a certificate as to issue price of the Bonds confirming their reasonable expectations regarding the representations set forth in Paragraph number 4 hereof and as to such other matters reasonable required in order to enable Burr & Forman LLP d/b/a Burr Forman McNair, as Bond Counsel, to render an opinion as to the exclusion from gross income for federal income tax purposes of interest on the Bonds.

9. **Opinions of Bond Counsel.** The City will furnish to the Underwriter a reasonable supply of copies of the opinions of Bond Counsel to accompany delivery of the Bonds.

10. **Annual Audits.** The City agrees to furnish to the Underwriter, upon reasonable request during the life of the outstanding Bonds, a copy of each annual audit report for the System issued by the City from time to time.

11. **Mutual Performance.** The obligations of the City hereunder are subject to the performance by the Underwriter of its obligations hereunder.

12. **Survival of City's Representations, Warranties and Agreements.** All representations, warranties and agreements of the City hereunder shall remain operative and in full force and effect, regardless of any investigations made by or on behalf of the Underwriter and shall survive delivery and payment of the Bonds.

13. **Payment of Expenses.** If the Bonds are sold to the Underwriter by the City, the City shall pay, out of the proceeds of the Bonds, any expenses incident to the performance of its obligations hereunder including but not limited to: (a) the costs of the preparation of the Preliminary Official Statement and Official Statement for the Bonds, including the costs of all proofs and production of final proof, together with the number of copies which the Underwriter deems reasonable and the costs of delivery of the Preliminary Official Statement and Official Statement; (b) the cost of the preparation, printing and delivery of the Bonds in fully-registered form; (c) the fees and disbursements of Bond Counsel, Co-Counsel to the Underwriter and any other experts or consultants retained by the City, including the City's Attorney, financial advisor, independent engineers, accountants, consultants and the charges of Moody's and S&P; and (d) fees and costs of the Registrar/Paying Agent and Escrow Agent.

The Underwriter shall pay (a) all advertising expenses in connection with the public offering of the Bonds; (b) all expenses incurred by it in connection with its public offering and distribution of the Bonds, including, but not limited to, the fees and disbursements of any counsel retained by them (other than fees and disbursements of Co-Counsel to the Underwriter described in paragraph 13); and (c) the cost of preparing and printing the blue sky and legal investment memoranda and the disbursements for filing fees in connection with the aforesaid blue sky and legal investment memoranda.

14. **Covenants of the City.** The City agrees:

(a) To deliver promptly to the Underwriter such number of conformed copies of the Official Statement (and any amended or supplemented Official Statement) and the Ordinance as the Underwriter may reasonably request;

(b) Not to supplement or amend, or cause to be supplemented or amended, the Official Statement or the Ordinance from the date of this Purchase Contract through the End of the Underwriting Period, without the prior written consent of the Underwriter;

(c) Through the End of the Underwriting Period, to prepare any amendment or supplement to the Official Statement that may, in the judgment of the City or the Underwriter, be required so that the Official Statement as amended or supplemented will not contain any untrue statement of a material fact or omit to state any material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading;

(d) To advise the Underwriter immediately of receipt by the City of any notification with respect to the suspension of the qualification of the Bonds for sale in any jurisdiction or the initiation or threat of any proceeding for that purpose;

(e) To cooperate with the Underwriter including furnishing such information, executing such instruments and taking such other action in cooperation with the Underwriter as may be required to qualify the Bonds for offering and sale under the “blue sky” or other laws of such jurisdictions as the Underwriter may designate; provided that in connection with such qualification the City shall not be obligated to take any action that would subject it to the general service of process in any state where it is not now subject;

(f) Not to take or omit to take any action, which action or omission will adversely affect the exemption from federal income taxation of interest on the Bonds under the Internal Revenue Code of 1986, as amended; and

(g) Not to take or omit to take any action which action or omission will in any way cause the proceeds of the Bonds to be applied in a manner contrary to that described in the Ordinance or the Official Statement.

15. **Notices.** Any notice or other communication to be given to the City under this Purchase Contract may be given by delivering the same in writing at its address set forth above, and any notice or other communication to be given to the Underwriter under this Purchase Contract may be given by delivering the same in writing to PNC Capital Markets, 4720 Piedmont Row, Suite 200, Charlotte, NC 28210, Attention: David Fischer.

16. **Establishment of Issue Price.** The Underwriter agrees to assist the City in establishing the issue price of the Bonds and shall execute and deliver to the City at Closing an “issue price” or similar certificate, together with the supporting pricing wires or equivalent communications, substantially in the form attached as Exhibit G, with modifications as may be appropriate or necessary, in the reasonable judgment of the Underwriter, the City and Burr & Forman LLP d/b/a Burr Forman McNair, as Bond Counsel, to accurately reflect, as applicable, the sales price or prices or the initial offering price or prices to the public of the Bonds.

The City will treat the first price at which 10% of each maturity of the Bonds (“10% test”) is sold, on the sale date, to the public as the issue price of that maturity (if different interest rates apply within a maturity, each separate CUSIP number within that maturity will be subject to the 10% test). At or promptly after the execution of this Purchase Contract, the Underwriter shall report to the City the price or prices at which the Underwriter has sold, on the sale date, to the public each maturity of Bonds. If at that time the 10% test has not been satisfied as to any maturity of the Bonds, the Underwriter agrees to promptly report to the City the prices at which Bonds of that maturity have been sold by the

Underwriter to the public. That reporting obligation shall continue, whether or not the Closing has occurred, until the 10% test has been satisfied as to the Bonds of that maturity or until all Bonds of that maturity have been sold to the public.

The Underwriter acknowledges that sales of any Bonds to any person that is a related party to an underwriter shall not constitute sales to the public for purposes of this section. Further, for purposes of this section:

(i) “public” means any person other than an underwriter or a related party,

(ii) “underwriter” means (A) any person that agrees pursuant to a written contract with the City (or with the Underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the public and (B) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (A) to participate in the initial sale of the Bonds to the public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Bonds to the public),

(iii) a purchaser of any of the Bonds is a “related party” to an underwriter if the underwriter and the purchaser are subject, directly or indirectly, to (i) at least 50% common ownership of the voting power or the total value of their stock, if both entities are corporations (including direct ownership by one corporation of another), (ii) more than 50% common ownership of their capital interests or profits interests, if both entities are partnerships (including direct ownership by one partnership of another), or (iii) more than 50% common ownership of the value of the outstanding stock of the corporation or the capital interests or profit interests of the partnership, as applicable, if one entity is a corporation and the other entity is a partnership (including direct ownership of the applicable stock or interests by one entity of the other), and

(iv) “sale date” means the date of execution of this Purchase Contract by all parties.

17. ***Arm’s-Length Transaction.*** The City acknowledges and agrees that (i) the purchase and sale of the Bonds pursuant to this Purchase Contract is an arm’s-length commercial transaction between the City and the Underwriter, (ii) in connection therewith and with the discussions, undertakings, and procedures leading up to the consummation of this transaction, the Underwriter is and has been acting solely as a principal and is not acting as the agent or fiduciary of the City, (iii) the Underwriter has not assumed an advisory or fiduciary responsibility in favor of the City with respect to the offering contemplated hereby or the discussions, undertakings, and procedures leading thereto (regardless of whether the Underwriter has provided other services or is currently providing other services to the City on other matters) and the Underwriter has no obligation to the City with respect to the offering contemplated hereby except the obligations expressly set forth in this Purchase Contract, (iv) the Underwriter has financial and other interests that differ from those of the City, and (v) the City has consulted its own legal, financial, and other advisors to the extent it has deemed appropriate.

18. ***Parties in Interest.*** This Purchase Contract is made solely for the benefit of the City and the Underwriter (including any successors or assigns of the Underwriter) and no other person shall acquire or have any right hereunder or by virtue hereof, except that the representation, warranties, and agreements of the City contained in this Purchase Contract shall also be deemed to be for the benefit of the person or persons, if any, who control the Underwriter within the meaning of Section 15 of the 1933 Act or Section 20 of the 1934 Act. Nothing in this Purchase Contract is intended or shall be construed to give any person, other than the persons referred to in this paragraph, any legal or equitable right, remedy or claim under or in respect of this Purchase Contract or any provision contained herein. All of the

representations, warranties and agreements of the City contained herein shall remain in full force and effect, regardless of (a) any investigation made by or on behalf of any Underwriter, (b) delivery of the Bonds and payment of amounts required hereunder by or for the City or (c) any termination of this Purchase Contract.

19. **Governing Law.** This Purchase Contract shall be governed by and construed in accordance with the laws of the State of South Carolina.

20. **Effectiveness; Counterpart Execution.** This Purchase Contract shall become effective upon your acceptance and execution hereof and may be executed in counterparts and such counterparts shall constitute one and the same instrument.

21. **No Liability.** Neither the Mayor or members of the City Council, nor any officer, agent, attorney or employee as such, in his or her individual capacity, past, present or future of the City, either directly or through the City, shall be charged personally by the Underwriter with any liability, or held liable to such Underwriter under any term or provision of this Purchase Contract or because of its execution or contemplated execution, or because of any breach or attempted or alleged breach thereof. It is expressly agreed and understood that the obligations of the City under this Purchase Contract are solely corporate obligations and that no personal liability whatsoever shall attach to, or be incurred by, any past, present or future officer, agent, attorney or employee thereof. All personal liability of any character against every such past, present or future officer, agent, attorney and employee of the City is, by the execution of this Purchase Contract and as a condition of, and as part of the consideration for, the execution of this Purchase Contract, expressly waived and released. The immunity of the past, present or future officers, agents, attorneys and employees of the City under the provision contained in this Section shall survive the termination of this Purchase Contract.

[ONE SIGNATURE PAGE FOLLOWS]
[REMAINDER OF PAGE INTENTIONALLY BLANK]

Very truly yours,

By: PNC CAPITAL MARKETS, LLC and Raymond
James & Associates, Inc., on behalf of themselves and
as representatives of Siebert Cisneros Shank & Co.,
L.L.C.

By: _____

Its: _____

Accepted and Agreed to as
of the date first above written.

CITY OF COLUMBIA, SOUTH CAROLINA

By: _____

Its: _____

[SIGNATURE PAGE TO PURCHASE CONTRACT - REVENUE BONDS 2019]

EXHIBIT A

The Bonds shall mature on the dates and bear interest at the rates and shall be reoffered at the prices as set forth below:

MATURITY SCHEDULE

<u>MATURITY</u> <u>(FEB. 1)</u>	<u>AMOUNT(\$)</u>	<u>INTEREST</u> <u>RATE(%)</u>	<u>YIELD(%)</u>	<u>PRICE(%)</u>	<u>CUSIP</u>
2020					
2021					
2022					
2022					
2023					
2023					
2024					
2025					
2026					
2027					
2028					
2029					
2030					
2031					
2032					
2033					
2034					
2035					
2036					
2037					
2038					
2039					
2040					
2043					
2044					

\$[] []% Term Bond, Due [] [], 20[]; Yield: []%^C; Price []%^C; CUSIP: []

^CPriced to the call date of February 1, 202[9]

Redemption

Optional Redemption

[The Bonds maturing on or after February 1, 20[30], are subject to redemption prior to maturity on or after February 1, 20[29], at the option of the City, as a whole or in part at any time in such order of their maturities as the City shall determine at the redemption price equal to 100% of the principal amount of the 2019 Bonds being redeemed together with accrued interest to the date fixed for redemption.]

Mandatory Redemption

[The Bonds maturing on February 1, 20[] (“**Term Bonds**”), shall be subject to mandatory sinking fund redemption commencing February 1, 20[], [respectively], and will be redeemed (to the extent not previously redeemed) at 100% of the principal amount of the principal amount thereof to be redeemed, plus interest accrued to the redemption date, on February 1 of each of the following years in the respective principal amounts for each year specified below:]

B-14

<u>Year</u>	<u>Amount</u>
	\$
[†]	

[†]Final Maturity for \$ % Term Bond

[At its option, to be exercised on or before the sixtieth (60th) day prior to any mandatory redemption date, the City may (i) deliver to the Registrar for cancellation Term Bonds which are subject to mandatory redemption in any aggregate principal amount desired or (ii) receive a credit in respect of its mandatory redemption obligation for any such Term Bonds which, prior to such date, have been purchased or redeemed (otherwise than through the operation of the mandatory redemption requirement) by the City and cancelled by the Registrar and not theretofore applied as a credit against any mandatory redemption obligation. Each Term Bond so delivered or previously purchased or redeemed shall be credited by the Registrar, at one hundred percent (100%) of the principal amount thereof, to the obligation of the City on those respective mandatory redemption obligations in such order as the City may direct the Registrar in writing, and the principal amount of the Term Bonds to be redeemed by operation of the mandatory redemption requirement shall be accordingly reduced.]

EXHIBIT B

Form of Supplemental Bond Counsel Opinion

[Closing Date], 2019

PNC Capital Markets LLC
Charlotte, North Carolina

Raymond James & Associates, Inc.
Richmond, Virginia

Siebert Cisneros Shank & Co., L.L.C.
New York, New York

Re: \$[Bond Amount] Waterworks and Sewer System Revenue Bonds, Series 2019, of the City of Columbia, South Carolina

We have acted as bond counsel in connection with the issuance by the City of Columbia, South Carolina (“City”) of its \$[Bond Amount] original principal amount Waterworks and Sewer System Revenue Bonds, Series 2019 (“Bonds”). This opinion is being delivered to you pursuant to paragraph 7(e)(i)(B) of the Purchase Contract dated [Pricing Date], 2019 (“Purchase Contract”) between the City and you as the underwriter (“Underwriter”). Capitalized terms not otherwise defined herein shall have the meanings assigned such terms in the Purchase Contract.

Reference is made to our approving opinion (“Opinion”) of even date herewith as bond counsel addressed to the City delivered in connection with the issuance of the Bonds. You are hereby authorized to rely upon the Opinion to the same extent as if the Opinion were specifically addressed to you, subject to the qualifications and considerations set forth in the Opinion.

In connection therewith, we have examined:

1. Title 6, Chapter 17, and Title 11, Chapter 21 of the Code of Laws of South Carolina, 1976, as amended.
2. The Purchase Contract.
3. The Official Statement dated [Pricing Date], 2019 (“Official Statement”), relating to the Bonds; provided, however, that we have not reviewed any electronic version of the Official Statement and assume that any such version is identical in all respects to the printed version.
4. The General Bond Ordinance No. 93-43 enacted by City Council (“City Council”) of the City on May 21, 1993 (“General Ordinance”), as amended and supplemented, including as amended and supplemented particularly by the Thirteenth Supplemental Ordinance No. 2019-[Ordinance Number], enacted by the City Council on [Ordinance Date], 2019 (collectively, the “Ordinance”).
5. The Disclosure Dissemination Agent Agreement dated the date hereof between the City and Digital Assurance Certification, L.L.C. (“Disclosure Agreement”).

Based upon the foregoing and examinations of such other documents, and consideration of such matters of law as we have deemed appropriate to enable us to render this opinion, we are of the opinion that:

1. The Purchase Contract and the Disclosure Agreement, respectively, have been duly authorized, executed and delivered by the City.

2. The Official Statement has been duly authorized, approved and delivered by the City.
3. We have considered the information contained in the Official Statement under the headings entitled: “THE 2019 BONDS” (other than the information under “Book-Entry-Only System”); “SECURITY FOR THE 2019 BONDS”; and in Appendix C of the Official Statement entitled “Summary of Certain Provisions of the Ordinance” and, based upon our review, we are of the opinion that the statements or summaries under such headings (except the information therein related to The Depository Trust Company and its affiliates and the book-entry only system of registration and transfer and related information under the caption “THE 2019 BONDS—Book-Entry Only System,” as to which we express no opinion) are, to the extent indicated therein, accurate statements or summaries of the matters set forth or documents referred to therein, and fairly present the information purported to be shown, and the information under the heading “TAX EXEMPTION AND OTHER TAX MATTERS” is true and correct in all material respects.
4. The Ordinance and the Bonds conform as the form and tenor with the terms and provisions thereof as set out in the Official Statement.
5. All conditions precedent to the delivery of the Bonds contained in the Ordinance have been fulfilled.
6. The Bonds are presently exempt from registration under the Securities Act of 1933, as amended, and the Ordinance is presently exempt from qualification as an indenture under the Trust Indenture Act of 1939, as amended.

This opinion is rendered to and may be relied upon solely by the Underwriter and may not be relied upon by any other persons, firms or corporations.

This opinion is given as of the date hereof, and we assume no obligation to revise or supplement this opinion to reflect any facts or circumstances that may hereafter come to our attention, or any changes in law that may hereafter occur.

Yours very truly,
Burr & Forman LLP

[Closing Date], 2019

PNC Capital Markets LLC
Charlotte, North Carolina

Raymond James & Associates, Inc.
Richmond, Virginia

Siebert Cisneros Shank & Co., L.L.C.
New York, New York

Re: \$[Bond Amount] Waterworks and Sewer System Revenue Bonds, Series 2019, of the City of Columbia, South Carolina

We have acted as bond counsel in connection with the issuance by the City of Columbia, South Carolina (“City”) of its \$[Bond Amount] original principal amount Waterworks and Sewer System Revenue Bonds, Series 2019 (“Bonds”). This opinion is being delivered to you pursuant to paragraph 7(e)(i)(B) of the Purchase Contract dated [Pricing Date], 2019 (“Purchase Contract”) between the City and you as the underwriter (“Underwriter”). Capitalized terms not otherwise defined herein shall have the meanings assigned such terms in the Purchase Contract.

Reference is made to our approving opinion (“Opinion”) of even date herewith as bond counsel addressed to the City delivered in connection with the issuance of the Bonds. You are hereby authorized to rely upon the Opinion to the same extent as if the Opinion were specifically addressed to you, subject to the qualifications and considerations set forth in the Opinion.

In connection therewith, we have examined:

1. Title 6, Chapter 17, and Title 11, Chapter 21 of the Code of Laws of South Carolina, 1976, as amended.
2. The Purchase Contract.
3. The Official Statement dated [Pricing Date], 2019 (“Official Statement”), relating to the Bonds; provided, however, that we have not reviewed any electronic version of the Official Statement and assume that any such version is identical in all respects to the printed version.
4. The General Bond Ordinance No. 93-43 enacted by City Council (“City Council”) of the City on May 21, 1993 (“General Ordinance”), as amended and supplemented, including as amended and supplemented particularly by the Thirteenth Supplemental Ordinance No. 2019-[Ordinance Number], enacted by the City Council on [Ordinance Date], 2019 (collectively, the “Ordinance”).
5. The Disclosure Dissemination Agent Agreement dated the date hereof between the City and Digital Assurance Certification, L.L.C. (“Disclosure Agreement”).

Based upon the foregoing and examinations of such other documents, and consideration of such matters of law as we have deemed appropriate to enable us to render this opinion, we are of the opinion that:

1. The Purchase Contract and the Disclosure Agreement, respectively, have been duly authorized, executed and delivered by the City.
2. The Official Statement has been duly authorized, approved and delivered by the City.
3. We have considered the information contained in the Official Statement under the

headings entitled: “THE 2019 BONDS” (other than the information under “Book-Entry-Only System”); “SECURITY FOR THE 2019 BONDS”; and in Appendix C of the Official Statement entitled “Summary of Certain Provisions of the Ordinance” and, based upon our review, we are of the opinion that the statements or summaries under such headings (except the information therein related to The Depository Trust Company and its affiliates and the book-entry only system of registration and transfer and related information under the caption “THE 2019 BONDS—Book-Entry Only System,” as to which we express no opinion) are, to the extent indicated therein, accurate statements or summaries of the matters set forth or documents referred to therein, and fairly present the information purported to be shown.

4. The Ordinance and the Bonds conform as the form and tenor with the terms and provisions thereof as set out in the Official Statement.

5. All conditions precedent to the delivery of the Bonds contained in the Ordinance have been fulfilled.

6. The Bonds are presently exempt from registration under the Securities Act of 1933, as amended, and the Ordinance is presently exempt from qualification as an indenture under the Trust Indenture Act of 1939, as amended.

This opinion is rendered to and may be relied upon solely by the Underwriter and may not be relied upon by any other persons, firms or corporations.

This opinion is given as of the date hereof, and we assume no obligation to revise or supplement this opinion to reflect any facts or circumstances that may hereafter come to our attention, or any changes in law that may hereafter occur.

Yours very truly,
Johnson, Toal & Battiste, P.A.

EXHIBIT C**GENERAL CERTIFICATE OF THE CITY OF COLUMBIA
REQUIRED BY SECTION 7(e)(ii) OF THE PURCHASE CONTRACT**

Pursuant to Section 7(e)(ii) of the Purchase Contract dated [Pricing Date], 2019 (“Purchase Contract”), between the City of Columbia, South Carolina (“City”) and PNC Capital Markets LLC and Raymond James & Associates, Inc., on behalf of themselves and as representatives of Siebert Cisneros Shank & Co., L.L.C., as underwriters (collectively “Underwriter”), the undersigned authorized representative of the City hereby certifies as follows:

1. The representations and warranties of the City in the Purchase Contract are true and correct in all material respects as of the date hereof.

2. There is no action, suit, hearing, proceeding, inquiry or investigation at law or in equity or before or by any court, public board, agency or body pending or, to the best of the City’s knowledge, threatened in writing against or directly affecting the City contesting the due organization and valid existence of the City or wherein an unfavorable decision, ruling or finding would, in any way, materially adversely affect (A) the transactions contemplated by the Purchase Contract or the Official Statement dated [Pricing Date], 2019 (“Official Statement”), relating to the aggregate principal amount \$[Bond Amount] City of Columbia, South Carolina Waterworks and Sewer System Revenue Bonds, Series 2019 (“Bonds”), or the validity, due authorization and execution of the Purchase Contract, the Disclosure Dissemination Agent Agreement dated [Closing Date], 2019, between the City and Digital Assurance Certification, L.L.C., or any agreement or instrument related to the Bonds to which the City is a party and which is used or contemplated for use in the consummation of the transactions contemplated by the Purchase Contract or by the Official Statement, (B) the federal tax-exempt status of the interest component on the Bonds, (C) the exemption of the interest component on the Bonds from taxation as described in Paragraph 5(j) of the Purchase Contract, (D) the organization, existence or powers of the City or the title of the Mayor or any of the members of the City Council or any officers of the City except as set forth in the Official Statement, or (E) the business, properties or assets or the condition, financial or otherwise, of the City.

3. The information with respect to the City contained in the Official Statement, relating to the Bonds, is, as of its date, true and correct in all material respects. The information with respect to the City contained in the Official Statement does not contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements made therein, in light of the circumstances under which they were made, not misleading, and there has not been any material adverse change in the financial condition or operations of the City since the date of the Official Statement which has not been brought to the attention of the Underwriter in writing prior to the date hereof.

4. To the best of the knowledge and belief of the City, the City reasonably expects as of the date hereof that the proceeds of the Bonds will be used as provided in the Official Statement.

IN WITNESS WHEREOF, the undersigned has executed this Certificate in the name and on behalf of the City as of [Closing Date], 2019.

CITY OF COLUMBIA, SOUTH CAROLINA

By: _____
City Manager

EXHIBIT D

[Form of Opinion of the City Attorney]

[Closing Date], 2019

PNC Capital Markets LLC
Charlotte, North Carolina

Raymond James & Associates, Inc.
Richmond, Virginia

Siebert Cisneros Shank & Co., L.L.C.
New York, New York

City of Columbia
Columbia, South Carolina

\$(Bond Amount)
City of Columbia, South Carolina
Waterworks and Sewer System Revenue Bonds
Series 2019

As City Attorney to the City of Columbia, South Carolina, a municipal corporation and political subdivision created pursuant to the laws of the State of South Carolina (“City”), I have considered the validity of the City’s \$(Bond Amount) original principal amount Waterworks and Sewer System Revenue Bonds, Series 2019 (“Bonds”). This opinion is being delivered to you pursuant to paragraph 7(e)(iv) of the Purchase Contract dated [Pricing Date], 2019 (“Purchase Contract”) between the City and you as the underwriter (“Underwriter”). Capitalized terms not otherwise defined herein shall have the meanings assigned such terms in the Purchase Contract.

In connection therewith, I have examined:

1. Title 6, Chapter 17, and Title 11, Chapter 21 of the Code of Laws of South Carolina, 1976, as amended;
2. The Purchase Contract;
3. The Official Statement dated [Pricing Date], 2019 (“Official Statement”), relating to the Bonds, provided, however, that I have not reviewed any electronic version of the Official Statement and assume that any such version is identical in all respects to the printed version;
4. The General Bond Ordinance No. 93-43 enacted by City Council (“City Council”) of the City on May 21, 1993 (“General Ordinance”), as amended and supplemented, including as amended and supplemented particularly by the Thirteenth Supplemental Ordinance No. 2019-[Ordinance Number], enacted by the City Council on [Ordinance Date], 2019 (collectively, the “Ordinance”);
5. The Disclosure Dissemination Agent Agreement dated the date hereof between the City and Digital Assurance Certification, L.L.C. (“Disclosure Agreement” and with the Purchase Contract, “City Agreements”); and
6. Such other documents and instruments and proceedings of the City as I have deemed relevant.

As to questions of fact material to my opinion, I have relied upon representations and other certifications of officials of the City without undertaking to verify the same by independent investigation.

Based on the foregoing, I am of the opinion that as of this date:

1. The City is a political subdivision validly existing under the Constitution and laws of the State of South Carolina, and has all requisite power and authority (i) to enact and implement the Ordinance and to issue, sell and deliver the Bonds and (ii) to conduct its business as currently being conducted and as proposed to be conducted and as described in the Official Statement and to carry out the transactions contemplated by the Purchase Contract and the Official Statement.

2. Each of the City Agreements has been duly authorized, executed and delivered by the City and, assuming due authorization, execution and delivery by the applicable parties thereto, constitutes a legal, valid and binding agreement enforceable against the City in accordance with its terms (except that the enforceability thereof may be subject to the exercise of judicial discretion in accordance with general principles of equity and to bankruptcy, insolvency, reorganization, fraudulent conveyance, moratorium and other similar laws affecting creditors' rights heretofore or hereafter enacted to the extent constitutionally applicable); provided, however, that no opinion is expressed as to the enforceability of the indemnity or choice of law provisions thereof.

3. The City has taken all action legally required of it to enact and to implement the Ordinance and to authorize the issuance, sale and delivery of the Bonds. The Ordinance has been duly enacted by the City Council.

4. To the best of my knowledge and after due inquiry, the City is not in default in any material respect under any material agreement or other instrument related to the Bonds or the System to which it is a party or by which it may be bound.

5. There are no consents, approvals or authorizations of the State of South Carolina or any local governmental authority required on the part of the City in connection with the enactment and implementation of the Ordinance and the execution and delivery of the Purchase Contract, provided, however, that there is no opinion given with respect to compliance with any state securities laws or "blue sky" laws of any jurisdiction.

6. To the best of my knowledge and after due inquiry and except as disclosed in the Official Statement, there are no proceedings or investigations pending or threatened in writing against the City in any court or before any governmental authority or arbitration board or tribunal, wherein an unfavorable decision, ruling or finding would in any way materially and adversely affect the transactions contemplated by the Purchase Contract and the Official Statement or which, in any way, would adversely affect the validity and enforceability of the Bonds, or any agreement or instrument related to the Bonds or the System to which the City is a party and which is used or contemplated by the foregoing.

7. To the best of my knowledge and after due inquiry, the City in all material respects has good and proper title to the System as described in the Official Statement.

8. None of the proceedings held or actions taken by the City with respect to the Ordinance, the City Agreements or the Bonds have been repealed, rescinded or revoked.

Very truly yours,

Teresa A. Knox
City Attorney

EXHIBIT E**Form of Underwriter's Counsel Opinion**

[Closing Date], 2019

PNC Capital Markets LLC
Charlotte, North Carolina

Raymond James & Associates, Inc.
Richmond, Virginia

Siebert Cisneros Shank & Co., L.L.C.
New York, New York

\$(Bond Amount)
City of Columbia, South Carolina
Waterworks and Sewer System Revenue Bonds
Series 2019

Ladies and Gentlemen:

We have acted as counsel to PNC Capital Markets, LLC and Raymond James & Associates, Inc., on behalf of themselves and as representatives of Siebert Cisneros Shank & Co., L.L.C., as underwriters (collectively "Underwriter") in connection with the purchase of the referenced bonds ("Bonds") pursuant to a Purchase Contract, dated [Pricing Date], 2019 ("Purchase Contract"), between the Underwriter and the City of Columbia, South Carolina ("City"). This opinion is delivered to you pursuant to Section 7(e)(ix) of the Purchase Contract. Each capitalized term not otherwise defined in this letter has the meaning assigned to that term in the Purchase Contract.

We have, as your counsel, examined and relied on originals or copies, certified or otherwise identified to our satisfaction, of such other documents, legal opinions, instruments or records, and have made such investigation of law, as we have deemed appropriate as a basis for the conclusions hereinafter expressed for the purpose of this opinion.

In arriving at the conclusions expressed below, we are not expressing any opinion or view on, and are assuming and relying on, the validity, accuracy and sufficiency of the records, documents, certificates and opinions referred to above, including the accuracy of all factual matters represented and legal conclusions contained therein. We have assumed that all records, documents, certificates and opinions that we have reviewed, and the signatures thereto, are genuine.

We are not passing on and do not assume any responsibility for the accuracy, completeness or fairness of any of the statements contained in the Official Statement, dated [Pricing Date], 2019 ("Official Statement"), and make no representation that we have independently verified the accuracy, completeness or fairness of any such statements. However, in our capacity as your counsel, we met in conferences with your representatives and representatives of the City, counsel to the City, Burr & Forman LLP and Johnson Toal & Battiste, P.A, as co-bond counsel, during which conferences the contents of the Official Statement and related matters were discussed. Based on our participation in these conferences, and in reliance on these conferences and on the records, documents, certificates and opinions referenced above, we advise you that, during the course of our representation of you as the Underwriter on this matter, no information came to the attention of the attorneys in our firm rendering legal services in connection with your representation that caused us to believe that the Official Statement as of its date and as of the date of this letter (except for any financial and statistical data and forecasts,

numbers, estimates, assumptions and expressions of opinion, and information concerning The Depository Trust Company and the book-entry system for the Bonds contained or incorporated by reference in the Official Statement and its Appendices, which we expressly exclude from the scope of this sentence) contained or contains any untrue statement of a material fact or omitted or omits to state any material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading.

Furthermore, we are of the opinion that in connection with the offering and sale of the Bonds, the Bonds are exempt from registration pursuant to the Securities Act of 1933, as amended, and no indenture with respect to the Bonds is required to be qualified pursuant to the Trust Indenture Act of 1939, as amended.

Except as set forth above, we express no opinion in connection with the issuance and sale of the Bonds. The opinions expressed above are rendered solely for your benefit in connection with the issuance of the Bonds. These opinions may neither be relied on by you for any other purpose nor be furnished to, used, circulated, quoted or relied on by any other person or entity for any other purpose, without our prior written consent in each instance. We disclaim any obligation to update the opinions expressed above for events occurring or coming to our attention after the date of this letter.

Very truly yours,

PARKER POE ADAMS & BERNSTEIN LLP

[Closing Date], 2019

PNC Capital Markets LLC
Charlotte, North Carolina

Raymond James & Associates, Inc.
Richmond, Virginia

Siebert Cisneros Shank & Co., L.L.C.
New York, New York

\$(Bond Amount)
City of Columbia, South Carolina
Waterworks and Sewer System Revenue Bonds
Series 2019

Ladies and Gentlemen:

We have acted as co-counsel to PNC Capital Markets LLC and Raymond James & Associates, Inc., on behalf of themselves and as representatives of Siebert Cisneros Shank & Co., L.L.C., as underwriters (collectively “Underwriter”) in connection with the purchase of the above referenced bonds (“Bonds”) pursuant to a Purchase Contract, dated [Pricing Date], 2019 (“Purchase Contract”), between the Underwriter and the City of Columbia, South Carolina (“City”). This opinion is delivered to you pursuant to Section 7(e)(ix) of the Purchase Contract. Each capitalized term not otherwise defined in this Letter has the meaning assigned to that term in the Purchase Contract.

We have, as your counsel, examined and relied on originals or copies, certified or otherwise identified to our satisfaction, of such other documents, legal opinions, instruments or records, and have made such investigation of law, as we have deemed appropriate as a basis for the conclusions hereinafter expressed for the purpose of this opinion.

In arriving at the conclusions expressed below, we are not expressing any opinion or view on, and are assuming and relying on, the validity, accuracy and sufficiency of the records, documents, certificates and opinions referred to above, including the accuracy of all factual matters represented and legal conclusions contained therein. We have assumed that all records, documents, certificates and opinions that we have reviewed, and the signatures thereto, are genuine.

We are not passing on and do not assume any responsibility for the accuracy, completeness or fairness of any of the statements contained in the Official Statement, dated [Pricing Date], 2019 (“Official Statement”), and make no representation that we have independently verified the accuracy, completeness or fairness of any such statements. However, in our capacity as your counsel, we met in conferences with your representatives and representatives of the City, counsel to the City, Burr & Forman LLP and Johnson, Toal & Battiste, P.A., as co-bond counsel, during which conferences the contents of the Official Statement and related matters were discussed. Based on our participation in these conferences, and in reliance on these conferences and on the records, documents, certificates and opinions referenced above, we advise you that, during the course of our representation of you as the Underwriter on this matter, no information came to the attention of the attorneys in our firm rendering legal services in connection with your representation that caused us to believe that the Official Statement as of its date and as of the date of this letter (except for any financial and statistical data and forecasts, numbers, estimates, assumptions and expressions of opinion, and information concerning The Depository Trust Company and the book-entry system for the Bonds contained or incorporated by reference in the Official Statement and its Appendices, which we expressly exclude from the scope of this sentence) contained or contains any untrue statement of a material fact or omitted or omits to state any material fact necessary to make the

statements therein, in the light of the circumstances under which they were made, not misleading.

Furthermore, we are of the opinion that in connection with the offering and sale of the Bonds, the Bonds are exempt from registration pursuant to the Securities Act of 1933, as amended, and no indenture with respect to the Bonds is required to be qualified pursuant to the Trust Indenture Act of 1939, as amended.

Except as set forth above, we express no opinion in connection with the issuance and sale of the Bonds. The opinions expressed above are rendered solely for your benefit in connection with the issuance of the Bonds. These opinions may neither be relied on by you for any other purpose nor be furnished to, used, circulated, quoted or relied on by any other person or entity for any other purpose, without our prior written consent in each instance. We disclaim any obligation to update the opinions expressed above for events occurring or coming to our attention after the date of this letter.

Very truly yours,

STARKES LAW FIRM

EXHIBIT F

Form of Environmental Special Counsel

[Closing Date], 2019

PNC Capital Markets LLC
Charlotte, North Carolina

Raymond James & Associates, Inc.
Richmond, Virginia

Siebert Cisneros Shank & Co., L.L.C.
New York, New York

Parker Poe Adams & Bernstein LLP
Columbia, South Carolina

The Starkes Law Firm, P.A.
Columbia, South Carolina

\$(Bond Amount)
City of Columbia, South Carolina
Waterworks and Sewer System Revenue Bonds
Series 2019

Ladies and Gentlemen:

We have acted as special counsel to the City of Columbia, South Carolina (“City”) with respect to certain environmental matters. The City has asked that we provide you with this opinion related to the referenced bonds (“Bonds”) pursuant to Section 7(e)(x) of the Purchase Contract, dated [Pricing Date], 2019 (“Purchase Contract”), between PNC Capital Markets, LLC and Raymond James & Associates, Inc., on behalf of themselves and as representatives of Siebert Cisneros Shank & Co., L.L.C., as underwriters (“Underwriters”) and the City. Each capitalized term not otherwise defined in this letter has the meaning assigned to that term in the Purchase Contract.

We have, as the City's special counsel, examined and relied on originals or copies, certified or otherwise identified to our satisfaction, of such documents, legal opinions, instruments or records, and have made such investigation of law, as we have deemed appropriate as a basis for the conclusions hereinafter expressed for the purpose of this opinion.

In arriving at the conclusions expressed below, we are not expressing any opinion or view on, and are assuming and relying on, the validity, accuracy and sufficiency of the records, documents, certificates and opinions referred to above, including the accuracy of all factual matters represented and legal conclusions contained therein. We have assumed that all records, documents, certificates and opinions that we have reviewed, and the signatures thereto, are genuine. We are not passing on and do not assume any responsibility for the accuracy, completeness or fairness of any of the statements contained in the Official Statement dated [Pricing Date], 2019 (“Official Statement”), and make no representation that we have independently verified the accuracy, completeness or fairness of any such statements. However, in our capacity as special counsel to the City, we have reviewed the contents of the Official Statement, contained under the heading “THE CITY AND THE SYSTEM - Environmental Matters”. In reliance on the records, documents, certificates and opinions referenced above, we advise you that, during the course of our representation of the City, no information came to the attention of the

attorneys in our firm rendering legal services in connection with the City's representation that caused us to believe that the information in Official Statement contained under the heading "THE CITY AND THE SYSTEM - Environmental Matters" (except for the subheading entitled "*Conclusion*"), as of its date and as of the date of this letter contained or contains any untrue statement of a material fact or omitted or omits to state any material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading.

Except as set forth above, we express no opinion in connection with the issuance and sale of the Bonds. The opinion expressed above is rendered solely for your benefit in connection with the issuance of the Bonds. This opinion may neither be relied on by you for any other purpose nor be furnished to, used, circulated, quoted or relied on by any other person or entity for any other purpose, without our prior written consent in each instance. We disclaim any obligation to update the opinion expressed above for events occurring or coming to our attention after the date of this letter.

Very truly yours,

W. THOMAS LAVENDER, JR.
NEXSEN PRUET, LLC

EXHIBIT G
FORM OF UNDERWRITER' S CERTIFICATE
ISSUE PRICE CERTIFICATE

The undersigned, on behalf of PNC Capital Markets LLC ("PNC") and Raymond James & Associates, Inc. ("Raymond James"), on behalf of themselves and as representatives of Siebert Cisneros Shank & Co., L.L.C. ("Siebert"), as underwriters (collectively "Underwriter"), hereby certify as set forth below with respect to the sale and issuance of the above-captioned obligations ("Bonds").

1. **Sale of the Bonds.** As of the date of this certificate, for each Maturity of the Bonds, the first price at which at least 10% of such Maturity of the Bonds was sold to the Public is the respective price listed in Schedule A.

2. **Defined Terms.**

(a) *City* means City of Columbia, South Carolina.

(b) *Maturity* means Bonds with the same credit and payment terms. Bonds with different maturity dates, or Bonds with the same maturity date but different stated interest rates, are treated as separate Maturities.

(c) *Public* means any person (including an individual, trust, estate, partnership, association, company, or corporation) other than an Underwriter or a related party to an Underwriter. The term "related party" for purposes of this certificate generally means any two or more persons who have greater than 50 percent common ownership, directly or indirectly.

(d) *Underwriter* means (i) any person that agrees pursuant to a written contract with the City (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the Public, and (ii) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (i) of this paragraph to participate in the initial sale of the Bonds to the Public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Bonds to the Public).

The representations set forth in this certificate are limited to factual matters only. Nothing in this certificate represents the Underwriter's interpretation of any laws, including specifically Sections 103 and 148 of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations thereunder. The undersigned understands that the foregoing information will be relied upon by the City with respect to certain of the representations set forth in the Federal Tax Certificate of the City dated of even date herewith and with respect to compliance with the federal income tax rules affecting the Bonds, and by McNair Law Firm, N.A., as Bond Counsel, in connection with rendering its opinion that the interest on the Bonds is excluded from gross income for federal income tax purposes, the preparation of the Internal Revenue Service Form 8038-G, and other federal income tax advice that it may give to the City from time to time relating to the Bonds.

PNC CAPITAL MARKETS LLC,

By: _____
 Name: David Fischer

Dated: [Closing Date], 2019

SCHEDULE A
SALE PRICES
(Attached)
MATURITY SCHEDULE

FORM OF PRELIMINARY OFFICIAL STATEMENT

NEW ISSUE

BOOK-ENTRY-ONLY

RATINGS:

Moody's: []

Standard & Poor's: []

In the opinion of Burr & Forman LLP d/b/a Burr Forman McNair Co-Bond Counsel, assuming continued compliance by the City with the provisions of the Internal Revenue Code of 1986, as amended, as described herein, interest on the 2019 Bonds is excludable from gross income for federal income tax purposes under existing laws, regulations, rulings and judicial decisions. Interest on the 2019 Bonds is not an item of tax preference in computing the alternative minimum tax. The 2019 Bonds and the interest thereon will also be exempt from all State, county, municipal, school district and other taxes or assessments imposed within the State of South Carolina, except estate, transfer and certain franchise taxes. See "TAX EXEMPTION AND OTHER TAX MATTERS" herein"



\$[]*

**CITY OF COLUMBIA, SOUTH CAROLINA
WATERWORKS AND SEWER SYSTEM REVENUE BONDS
SERIES 2019**

Dated: Delivery Date**Due: February 1, as shown on inside cover**

The City of Columbia, South Carolina ("City"), Waterworks and Sewer System Revenue Bonds, Series 2019 ("2019 Bonds"), are issuable in fully-registered form and when issued will be registered in the name of Cede & Co., as nominee of The Depository Trust Company, New York, New York ("DTC"), to which payments of principal, redemption premium, if any, and interest on the 2019 Bonds will be made. Individual purchases will be made in book-entry form only, in denominations of \$5,000 or any whole multiple thereof. So long as Cede & Co., as partnership nominee of DTC, is the registered owner of the 2019 Bonds, references herein to holders or registered owners of the 2019 Bonds means Cede & Co., and shall not mean the beneficial owners of the 2019 Bonds. Interest on the 2019 Bonds shall be payable on each August 1 and February 1 commencing ~~August~~ February 1, 2019 ~~2020~~, until maturity or prior redemption. Principal on the 2019 Bonds will be payable in the years and amounts shown on the inside cover hereof. All capitalized terms used on this cover, and not otherwise defined, are defined herein.

The 2019 Bonds are being issued under the authority of the Constitution and laws of the State, including Title 6, Chapter 17, ~~and Title 11, Chapter 21~~ Code of Laws of South Carolina 1976, as amended, and the General Bond Ordinance No. 93-43, enacted by the City Council, the governing body of the City ("City Council"), on May 21, 1993, as amended and supplemented, including as amended and supplemented particularly by the Thirteenth Supplemental Ordinance No. 2019-[], enacted by the City Council on [], 2019 (as amended and supplemented, the "Ordinance").

The 2019 Bonds are being issued for the purposes of (i) funding certain improvements, extensions and enlargements to the Waterworks and Sewer System of the City ("System"); ~~and (ii) refunding [list Bonds to be Refunded]; (iii) paying interest coming due on a portion of the 2019 Bonds; and (iv)~~ paying the costs incurred in connection with the issuance of the 2019 Bonds.

The 2019 Bonds, including the interest thereon, are payable solely from the Net Revenues of the System and are secured by a pledge of and lien on the Net Revenues thereof. **THERE WILL BE NO DEBT SERVICE RESERVE FUND ESTABLISHED FOR OR FUNDED WITH THE PROCEEDS OF THE 2019 BONDS.**

THE 2019 BONDS WILL BE SUBJECT TO OPTIONAL AND MANDATORY REDEMPTION PRIOR TO MATURITY AS DESCRIBED HEREIN.

THE 2019 BONDS DO NOT CONSTITUTE INDEBTEDNESS OF THE CITY WITHIN THE MEANING OF ANY STATE CONSTITUTIONAL PROVISION (OTHER THAN ARTICLE X, SECTION 14, PARAGRAPH 10 OF THE SOUTH CAROLINA CONSTITUTION AUTHORIZING OBLIGATIONS PAYABLE SOLELY FROM SPECIAL SOURCES NOT INVOLVING REVENUES FROM ANY TAX OR LICENSE) OR STATUTORY LIMITATION. THE 2019 BONDS SHALL NOT CONSTITUTE DEBT OF THE CITY, NOR A CHARGE, LIEN OR ENCUMBRANCE, LEGAL OR EQUITABLE, ON ANY PROPERTY OF THE CITY OR ON ANY INCOME, RECEIPTS OR REVENUES THEREOF, OTHER THAN THE NET REVENUES OF THE SYSTEM PLEDGED THERETO. NO RECOURSE SHALL BE HAD FOR THE PAYMENT OF THE 2019 BONDS OR THE INTEREST THEREON AGAINST THE GENERAL FUND OF THE CITY AND NEITHER THE CREDIT NOR THE TAXING POWER OF THE CITY SHALL BE DEEMED TO BE PLEDGED THERETO. THE FULL FAITH, CREDIT AND TAXING POWERS OF THE CITY ARE NOT PLEDGED TO THE PAYMENT OF THE PRINCIPAL OF OR INTEREST ON THE 2019 BONDS.

PNC CAPITAL MARKETS LLC**RAYMOND JAMES****SIEBERT CISNEROS SHANK & CO., L.L.C.**

The 2019 Bonds are offered when, as and if issued and delivered by the City, subject to the final approving opinions of Burr & Forman LLP (Burr Forman McNair), Columbia, South Carolina, and Johnson, Toal & Battiste, P.A., Columbia, South Carolina, Co-Bond Counsel. Certain legal matters will be passed on for the City by the City Attorney, Teresa A. Knox, Esquire, and for the Underwriters by their co-counsel, Parker Poe Adams & Bernstein LLP, Columbia, South Carolina, and The Starkes Law Firm, P.A., Columbia, South Carolina. Stifel, Nicolaus & Company, Incorporated, Columbia, South Carolina, has served as Financial Advisor to the City in connection with the issuance of the 2019 Bonds. It is expected that the 2019 Bonds will be available for delivery through the facilities of DTC, on or about [], 2019.

This cover page contains certain information for quick reference only. It is not a summary of the issue. Investors should read the entire Official Statement to obtain information essential to the making of an informed investment decision. The City deems the Preliminary Official Statement to be final as of its date for

* Preliminary, subject to change.

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purposes of Rule 15c2-12 promulgated by the U.S. Securities and Exchange Commission, except for information which may be omitted pursuant to such rule.
This Official Statement is dated [], 2019.

MATURITY SCHEDULE***\$[] SERIAL BONDS***

<u>MATURITY</u> <u>(FEBRUARY 1)</u>	<u>AMOUNT(\$)*</u>	<u>INTEREST</u> <u>RATE(%)</u>	<u>YIELD(%)</u>	<u>PRICE(%)</u>	<u>CUSIP¹</u>
2020					
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					
2046					
2047					
2048					

TERM BOND

\$[] []% DUE FEBRUARY 1, 20[] YIELD []% PRICE []%^c CUSIP¹ []

^c Priced to the call date of February 1, 20[]

¹Copyright 2019, American Bankers Association. CUSIP® is a registered trademark of the American Bankers Association. CUSIP data herein is provided by CUSIP Global Services ("CGS"), which is managed on behalf of the American Bankers Association by S&P Global Market Intelligence. This information is not intended to create a database and does not serve in any way as a substitute for the CGS database. CUSIP numbers have been assigned by an independent company not affiliated with the Corporation or the Underwriter and are included solely for the convenience of the registered owners of the applicable 2019 Bonds. Neither the City nor the Underwriters are responsible for the selection or uses of these CUSIP numbers, and no representation is made as to their correctness on the applicable 2019 Bonds or as included herein. The CUSIP number for a specific maturity is subject to being changed after the execution and delivery of the 2019 Bonds as a result of various subsequent actions including, but not limited to, a prepayment in whole or in part or as a result of the procurement of secondary market portfolio insurance or other similar enhancement by investors that is applicable to all or a portion of certain maturities of the 2019 Bonds. It is anticipated that a CUSIP identification number ("CUSIP") will be printed on each 2019 Bond, but neither the failure to print this number on any 2019 Bond nor any error with respect to that CUSIP constitutes cause for failure or refusal by the purchaser of that 2019 Bond to accept delivery of and pay for that 2019 Bond according to the terms of the purchaser's proposal. All expenses regarding printing CUSIPs on the 2019 Bonds shall be paid for by the City; provided, however, that the CUSIP Service Bureau charge for the assignment of CUSIPs shall be the responsibility of and shall be paid for by the Underwriters. Further, the City is not responsible for obtaining the CUSIPs.

This Official Statement does not constitute an offering of any security other than the original offering of the 2019 Bonds identified on the cover. No dealer, broker, salesman or other person has been authorized to give any information or to make any representations other than those contained in this Official Statement and, if given or made, such other information or representations must not be relied on as having been authorized by the City. This Official Statement does not constitute an offer to sell or the solicitation of an offer to buy, and there shall not be any sale of the 2019 Bonds by any person in any jurisdiction in which it is unlawful to make such offer, solicitation or sale. THE INFORMATION AND EXPRESSIONS OF OPINION IN THIS OFFICIAL STATEMENT ARE SUBJECT TO CHANGE, AND NEITHER THE DELIVERY OF THIS OFFICIAL STATEMENT NOR ANY SALE MADE UNDER SUCH DOCUMENT SHALL CREATE ANY IMPLICATION THAT THERE HAS BEEN NO CHANGE IN THE AFFAIRS OF THE CITY OR THE SYSTEM.

Information in this Official Statement has been obtained by PNC Capital Markets LLC (“PNC”) and Raymond James & Associates, Inc. (“Raymond James”), on behalf of themselves and as representatives of Siebert Cisneros Shank & Co., L.L.C. (“Siebert”), as underwriters (“Underwriters”), from the City and other sources believed to be reliable. The Underwriters have provided the following sentence for inclusion in this Official Statement. The Underwriters have reviewed the information in this Official Statement in accordance with, and as part of their responsibility to investors under the federal securities laws applied to the facts and circumstances of this transaction, but the Underwriters do not guarantee the accuracy or completeness of such information.

Regions Bank, as Registrar and Paying Agent, has not provided, or undertaken to determine the accuracy of, any of the information contained in this Official Statement and makes no representation or warranty, express or implied, as to (i) the accuracy or completeness of such information, (ii) the validity of the 2019 Bonds, or (iii) the tax exempt status of the interest on the 2019 Bonds.

Reference herein to laws, rules, regulations, agreements, reports and other documents, do not purport to be comprehensive or definitive. All references to such documents are qualified in their entirety by reference to the particular document, the full text of which may contain qualifications of and exceptions to statements made therein. Where full texts have not been included as appendices to the Official Statement, they will be furnished on request.

Certain statements included or incorporated by reference in this Official Statement constitute “forward-looking statements,” within the meaning of the 1933 Act or the Securities Exchange Act of 1934, as amended. Such statements are generally identifiable by the terminology used such as “may,” “will,” “could,” “should,” “expect,” “forecast,” “plan,” “project,” “expect,” “anticipate,” “intend,” “believe,” “estimate,” “budget,” “potential,” “continue,” or the negative of these terms or other similar words. THE ACHIEVEMENT OF CERTAIN RESULTS OR OTHER EXPECTATIONS CONTAINED IN FORWARD-LOOKING STATEMENTS INVOLVE KNOWN AND UNKNOWN RISKS, UNCERTAINTIES, AND OTHER FACTORS THAT MAY CAUSE ACTUAL RESULTS, PERFORMANCE, OR ACHIEVEMENTS DESCRIBED TO BE MATERIALLY DIFFERENT FROM ANY FUTURE RESULTS, PERFORMANCE, OR ACHIEVEMENTS EXPRESSED OR IMPLIED BY THE FORWARD-LOOKING STATEMENTS. THE CITY DOES NOT PLAN TO ISSUE ANY UPDATES OR REVISIONS TO THESE FORWARD-LOOKING STATEMENTS IF OR WHEN CHANGES TO EXPECTATIONS, OR EVENTS, CONDITIONS, OR CIRCUMSTANCES, ON WHICH THE FORWARD-LOOKING STATEMENTS ARE BASED, OCCUR OR FAIL TO OCCUR.

IN CONNECTION WITH THIS OFFERING, THE UNDERWRITERS MAY OVER ALLOT OR EFFECT TRANSACTIONS THAT STABILIZE OR MAINTAIN THE MARKET PRICE OF THE 2019 BONDS AT OR ABOVE THAT WHICH MIGHT OTHERWISE PREVAIL IN THE OPEN MARKET, AND SUCH STABILIZING MAY BE DISCONTINUED AT ANY TIME.

THE 2019 BONDS WILL NOT BE REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (“1933 ACT”), AND THE ORDINANCE HAS NOT BEEN REGISTERED UNDER THE TRUST INDENTURE ACT OF 1939, AS AMENDED. THE REGISTRATION OR QUALIFICATION OF THE 2019 BONDS IN ACCORDANCE WITH APPLICABLE

PROVISIONS OF SECURITIES LAWS OF THE STATES IN WHICH THE 2019 BONDS HAVE BEEN REGISTERED OR QUALIFIED, AND THE EXEMPTION FROM REGISTRATION OR QUALIFICATION IN OTHER STATES, SHALL NOT BE REGARDED AS A RECOMMENDATION THEREOF. NEITHER THE SECURITIES AND EXCHANGE COMMISSION ("SEC") NOR ANY OTHER FEDERAL, STATE OR OTHER GOVERNMENTAL ENTITY OR AGENCY WILL HAVE PASSED ON THE ACCURACY OR ADEQUACY OF THE OFFICIAL STATEMENT OR APPROVED THE 2019 BONDS FOR SALE. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENSE.

CITY OF COLUMBIA, SOUTH CAROLINA

1737 Main Street
Columbia, South Carolina 29201
803-545-3050

**CITY COUNCIL**

Stephen K. Benjamin, Mayor

COUNCIL MEMBERS

Tameika Isaac Devine, Mayor Pro Tem
Moe Baddourah
Sam Davis
Howard E. Duvall, Jr.
Edward H. McDowell, Jr.
Daniel J. Rickemann

CITY MANAGER

Teresa B. Wilson

**ASSISTANT CITY MANAGER
FOR FINANCE AND ECONOMIC SERVICES**

Jeffery M. Palen

CITY ATTORNEY

Teresa A. Knox, Esquire

FINANCIAL ADVISOR

Stifel, Nicolaus & Company, Incorporated
Columbia, South Carolina

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OFFICIAL STATEMENT

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CITY OF COLUMBIA, SOUTH CAROLINA
WATERWORKS AND SEWER SYSTEM REVENUE BONDS
SERIES 2019

INTRODUCTION

This Official Statement of the City of Columbia, South Carolina (“City” or “City of Columbia”), which includes the cover page hereof and the appendices hereto, provides information relating to the City, its Waterworks and Sewer System Revenue Bonds, Series 2019 (“2019 Bonds”). The information furnished herein includes a brief description of the 2019 Bonds, and the security therefor, the City, and its indebtedness, tax information, economic data, financial information and other matters. Also included are certain information and data pertaining to Richland County, South Carolina (“County”), Lexington County, South Carolina (“Lexington County”) and the State of South Carolina (“State” or “South Carolina”).

The 2019 Bonds, the 2018 Bonds, the 2016A Bonds, the 2016B Bonds, the 2013 Bonds, the 2012 Bonds, the 2011A Bonds, the 2010 Bonds, the 2009 Bonds and any Additional Bonds (as such terms are defined herein) are referred to herein, collectively, as the “Bonds.” Included in this Official Statement is a brief description of the City’s Waterworks and Sewer System (“System”) and the Ordinance (as defined herein), pursuant to which the 2019 Bonds are authorized and issued by the City. The summaries and references to all documents, statutes, reports and other instruments referred to herein do not purport to be complete, comprehensive or definitive, and each such reference or summary is qualified in its entirety by reference to each such document, statute, report or other instrument. Capitalized terms used herein without specific definition are used as defined in “APPENDIX C – Summary of Certain Provisions of the Ordinance.”

Authorization

The 2019 Bonds are being issued under the Constitution of the State of South Carolina 1895, as amended (“Constitution”) and laws of the State, including Title 6, Chapter 17, Code of Laws of South Carolina 1976, as amended, General Bond Ordinance No. 93-43, enacted by the City Council, the governing body of the City (“City Council”), on May 21, 1993, as amended and supplemented (“General Ordinance”), including as amended and supplemented particularly by the Thirteenth Supplemental Ordinance No. 2019-[], enacted by the City Council on [], 2019 (“Supplemental Ordinance,” and together with the General Ordinance, as so amended and supplemented, “Ordinance”).

Purpose

The 2019 Bonds are being issued for the purposes of (i) funding certain improvements, extensions and enlargements to the System; ~~and (ii) refunding [list Bonds to be Refunded];~~ (iii) paying interest coming due on a portion of the 2019 Bonds; and (iv) paying the costs incurred in connection with the issuance of the 2019 Bonds. See “SOURCES AND USES OF FUNDS” and “PLAN OF FINANCE.”

THE 2019 BONDS

General

The 2019 Bonds will be dated their date of delivery, will mature on February 1 in the years and in the principal amounts set forth on the inside cover page hereto, and will bear interest at the rates per annum (calculated on the basis of a 360-day year comprised of twelve 30-day months) set forth on the inside cover page hereto, payable on ~~August~~February 1, ~~2019~~2020, and semiannually thereafter on February 1 and August 1 of each year. The 2019 Bonds are issuable initially in book-entry form only, in denominations of \$5,000 or any whole multiple thereof. So long as the 2019 Bonds are in book-entry form and are registered in the name of Cede & Co., as the nominee of The Depository Trust Company, New York, New York (“DTC”), payments on the 2019 Bonds will be made as set forth under “Book-Entry System” below. Should the 2019 Bonds no longer be held in book-entry form, principal of the 2019 Bonds, whether due on maturity or redemption, will be payable on the respective maturity dates or redemption dates on presentation and surrender thereof at the corporate trust office of Regions Bank, as registrar and paying agent (“Registrar/Paying Agent”), and interest on the 2019 Bonds will be payable by check or draft of the Registrar/Paying Agent mailed to the person in whose name each 2019 Bond is registered as of the close of business on the fifteenth day of each month immediately preceding such payment. Interest payments to a person who is a holder of \$1,000,000 or more in aggregate principal amount of the 2019 Bonds not held in book-entry form

may be made by wire transfer to an account within the continental United States on timely receipt of a written request of such holder.

The 2019 Bonds are subject to optional and mandatory redemption prior to their maturity.

Optional Redemption

The 2019 Bonds maturing on or after February 1, 20[], are subject to redemption prior to maturity on or after February 1, 20[], at the option of the City, as a whole or in part at any time in such order of their maturities as the City shall determine at the redemption price equal to 100% of the principal amount of the 2019 Bonds being redeemed together with accrued interest to the date fixed for redemption.

Mandatory Redemption

The 2019 Bonds maturing on February 1, 20[], and 20[] ("2019 Term Bonds"), shall be subject to mandatory sinking fund redemption commencing February 1, 20[], and 20[], respectively, and will be redeemed (to the extent not previously redeemed) at 100% of the principal amount of the principal amount thereof to be redeemed, plus interest accrued to the redemption date, on February 1 of each of the following years in the respective principal amounts for each year specified below:

[TO FOLLOW]

At its option, to be exercised on or before the sixtieth (60th) day prior to any mandatory redemption date, the City may (i) deliver to the Registrar for cancellation 2019 Term Bonds which are subject to mandatory redemption in any aggregate principal amount desired or (ii) receive a credit in respect of its mandatory redemption obligation for any such 2019 Term Bonds which, prior to such date, have been purchased or redeemed (otherwise than through the operation of the mandatory redemption requirement) by the City and cancelled by the Registrar and not theretofore applied as a credit against any mandatory redemption obligation. Each 2019 Term Bond so delivered or previously purchased or redeemed shall be credited by the Registrar, at one hundred percent (100%) of the principal amount thereof, to the obligation of the City on those respective mandatory redemption obligations in such order as the City may direct the Registrar in writing, and the principal amount of the 2019 Term Bonds to be redeemed by operation of the mandatory redemption requirement shall be accordingly reduced.

General Redemption Provisions; Notice

In the event the 2019 Bonds or any portion thereof shall be called for redemption, notice of the redemption, describing (among other things) the 2019 Bonds to be redeemed, specifying the redemption date and the redemption price payable on such redemption, shall be mailed by first-class mail, postage prepaid, to the registered owner thereof as shown on the Books of Registry not less than 30 days and not more than 60 days prior to the redemption date. So long as the 2019 Bonds are in book-entry form and are registered in the name of Cede & Co., as the nominee of DTC, notices of redemption with respect to the 2019 Bonds will be given to Cede & Co., and will be distributed by Cede & Co. as set forth under "Book-Entry System" below.

If less than all of the 2019 Bonds of any series and maturity are called for redemption, the 2019 Bonds of such series and maturity to be redeemed shall be selected by lot within such maturity, subject to the rules of procedure of DTC while the 2019 Bonds are held in book-entry form.

If a 2019 Bond is subject by its terms to redemption prior to its stated maturity and has been duly called for redemption and notice of the redemption thereof has been duly given as in the Ordinance provided and if moneys for the payment of such 2019 Bond at the then applicable redemption price and the interest to accrue to the redemption date on such 2019 Bond are held for the purpose of such payment by the Registrar/Paying Agent, then such 2019 Bond so called for redemption shall, on the redemption date designated in such notice, become due and payable, and interest on the 2019 Bond, as appropriate, so called for redemption shall cease to accrue. The City is entitled to provide for, and give notice of, the redemption of a 2019 Bond based on certain conditions being met at or prior to redemption, including, but not limited to, the availability of amounts for such purposes.

Book-Entry System

THE DESCRIPTION WHICH FOLLOWS OF THE PROCEDURES AND RECORDKEEPING WITH RESPECT TO BENEFICIAL OWNERSHIP INTERESTS IN THE 2019 BONDS, PAYMENT OF INTEREST AND PRINCIPAL ON THE 2019 BONDS TO DIRECT AND INDIRECT PARTICIPANTS (AS DEFINED HEREIN) OR BENEFICIAL OWNERS (AS DEFINED HEREIN) OF THE 2019 BONDS, CONFIRMATION AND TRANSFER OF BENEFICIAL OWNERSHIP INTERESTS IN THE 2019 BONDS, AND OTHER RELATED TRANSACTIONS BY AND BETWEEN DTC, THE DIRECT AND INDIRECT PARTICIPANTS AND BENEFICIAL OWNERS OF THE 2019 BONDS IS BASED SOLELY ON INFORMATION FURNISHED BY DTC. ACCORDINGLY, THE CITY NEITHER MAKES NOR CAN MAKE ANY REPRESENTATION CONCERNING THESE MATTERS.

Beneficial ownership interests in the 2019 Bonds will be available only in book-entry form. Each beneficial owner of the 2019 Bonds (“Beneficial Owner”) will not receive a physical bond certificate representing their interests in the 2019 Bonds purchased. So long as Cede & Co. (“Nominee”), as nominee for DTC, or its nominee is the registered owner of the 2019 Bonds, references in this Official Statement to the owners of the 2019 Bonds shall mean DTC or its nominee and shall not mean the Beneficial Owners. Unless and until the book-entry system has been discontinued, the 2019 Bonds will be available only in book-entry form in denominations of \$5,000 or any whole multiple thereof.

DTC will initially act as securities depository for the 2019 Bonds. The 2019 Bonds will be issued as fully registered securities registered in the name of Cede & Co. (DTC’s partnership nominee) or such other name as may be requested by an authorized representative of DTC. One fully registered bond will be issued for each maturity of the 2019 Bonds, as set forth on the front cover page hereof, and will be deposited with DTC. So long as Cede & Co. is the registered owner of the 2019 Bonds, as nominee for DTC, references herein to the Bondholders or registered owners of the 2019 Bonds, as applicable (other than under the caption “TAX EXEMPTION AND OTHER TAX MATTERS” herein), means Cede & Co., as aforesaid, and does not mean the Beneficial Owners of such 2019 Bonds.

DTC, the world’s largest securities depository, is a limited-purpose trust company organized under the New York Banking Law, a “banking organization” within the meaning of the New York Banking Law, a member of the Federal Reserve System, a “clearing corporation” within the meaning of the New York Uniform Commercial Code, and a “clearing agency” registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934, as amended. DTC holds and provides asset servicing for over 3.5 million issues of U.S. and non-U.S. equity issues, corporate and municipal debt issues, and money market instruments (from over 100 countries) that DTC’s participants (“Direct Participants”) deposit with DTC. DTC also facilitates the post-trade settlement among Direct Participants of sales and other securities transactions in deposited securities, through electronic computerized book-entry transfers and pledges between Direct Participants’ accounts. This eliminates the need for physical movement of the 2019 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 Securities and Exchange Commission. More information about DTC can be found at www.dtcc.com.

Purchases of the 2019 Bonds under the DTC system must be made by or through Direct Participants, which will receive a credit for the 2019 Bonds on DTC’s records. The ownership interest of each Beneficial Owner is in turn to be recorded on the Direct and Indirect Participants’ records. Beneficial Owners will not receive written confirmation from DTC of their purchase. Beneficial Owners are, however, expected to receive written confirmations providing details of the transaction, as well as periodic statements of their holdings, from the Direct or Indirect Participant through which the Beneficial Owner entered into the transaction. Transfers of ownership interests with respect to the 2019 Bonds are to be accomplished by entries made on the books of Direct and Indirect Participants acting on behalf of Beneficial Owners. Beneficial Owners will not receive bonds representing their ownership interests in the 2019 Bonds, except in the event that use of the book-entry system for the 2019 Bonds is discontinued.

To facilitate subsequent transfers, the 2019 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 2019 Bonds with DTC and their registration in the name of Cede & Co. or such other DTC nominee do not effect any change in beneficial ownership. DTC has no knowledge of the actual Beneficial Owners of the 2019 Bonds; DTC’s records reflect only the identity of the Direct Participants to whose accounts the 2019 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 2019 Bonds may wish to take certain steps to augment the transmission to them of notices of significant events with respect to the 2019 Bonds, such as redemptions, tenders, defaults, and proposed amendments to the Ordinance. For example, Beneficial Owners of the 2019 Bonds may wish to ascertain that the nominee holding the 2019 Bonds for their benefit has agreed to obtain and transmit notices to Beneficial Owners. In the alternative, Beneficial Owners may wish to provide their names and addresses to the Registrar/Paying Agent and request that copies of notices be provided directly to them.

Redemption notices shall be sent to DTC. If less than all of the 2019 Bonds within an issue are being redeemed, DTC's practice is to determine by lot the amount of the interest of each Direct Participant in such issue to be redeemed.

Neither DTC nor Cede & Co. (nor any other DTC nominee) will consent or vote with respect to the 2019 Bonds unless authorized by a Direct Participant in accordance with DTC's MMI Procedures. Under its usual procedures, DTC mails an Omnibus Proxy to the City as soon as possible after the record date. The Omnibus Proxy assigns Cede & Co.'s consenting or voting rights to those Direct Participants to whose accounts the 2019 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 2019 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 2019 Bonds that may be transmitted by or through DTC.

Principal, redemption premium, if any, and interest payments on the 2019 Bonds will be made to Cede & Co., or such other nominee as may be requested by an authorized representative of DTC. DTC's practice is to credit Direct Participants' accounts on DTC's receipt of funds and corresponding detail information from the City or the Registrar/Paying Agent, on the payable date in accordance with their respective holdings shown on DTC's records. Payments by Participants to Beneficial Owners will be governed by standing instructions and customary practices, as is the case with securities held for the accounts of customers in bearer form or registered in "street name," and will be the responsibility of such Participant and not of DTC, Registrar/Paying Agent, or the City, subject to any statutory or regulatory requirements as may be in effect from time to time. Payment of principal, premium, if any, and interest payments to Cede & Co. (or such other nominee as may be requested by an authorized representative of DTC) is the responsibility of the City or the Registrar/Paying Agent, disbursement of such payments to Direct Participants shall be the responsibility of DTC, and disbursement of such payments to the Beneficial Owners shall be the responsibility of Direct and Indirect Participants.

DTC may discontinue providing its services as depository with respect to the 2019 Bonds at any time by giving reasonable notice to the City or Registrar/Paying Agent. Under such circumstances, in the event that a successor depository is not obtained, 2019 Bond certificates are required to be printed and delivered.

The City may decide to discontinue use of the system of book-entry transfers through DTC (or a successor securities depository). In that event, 2019 Bond certificates will be printed and delivered to DTC.

THE INFORMATION HEREIN CONCERNING DTC AND DTC'S BOOK-ENTRY SYSTEM HAS BEEN OBTAINED FROM SOURCES THAT THE CITY AND THE UNDERWRITERS BELIEVE TO BE RELIABLE, BUT NEITHER THE CITY NOR THE UNDERWRITERS TAKE RESPONSIBILITY FOR THE ACCURACY THEREOF. THE BENEFICIAL OWNERS SHOULD CONFIRM THE FOREGOING INFORMATION WITH DTC OR THE DIRECT OR INDIRECT PARTICIPANTS.

Each person for whom a Participant acquires an interest in the 2019 Bonds, as nominee, may desire to make arrangements with such Participant to receive a credit balance in the records of such Participant, and may desire to make arrangements with such Participant to have all notices of redemption or other communications to DTC, which may affect such persons, to be forwarded in writing by such Participant and to have notification made of all interest payments.

When reference is made to any action which is required or permitted to be taken by the Beneficial Owners, such reference shall only relate to those permitted to act (by statute, regulation or otherwise) on behalf of such Beneficial Owners for such purposes. When notices are given, they shall be sent by the Registrar/Paying Agent to DTC only.

For every transfer and exchange of 2019 Bonds, the Beneficial Owner may be charged a sum sufficient to cover any tax, fee or other governmental charge that may be imposed in relation thereto.

NONE OF THE CITY, THE UNDERWRITERS OR THE REGISTRAR/PAYING AGENT WILL HAVE ANY RESPONSIBILITY OR OBLIGATION TO DIRECT PARTICIPANTS, TO INDIRECT PARTICIPANTS, OR TO ANY BENEFICIAL OWNER WITH RESPECT TO (I) THE ACCURACY OF ANY RECORDS MAINTAINED BY DTC, ANY DIRECT PARTICIPANT, OR ANY INDIRECT PARTICIPANT; (II) ANY NOTICE THAT IS PERMITTED OR REQUIRED TO BE GIVEN TO THE OWNERS OF THE 2019 BONDS UNDER THE ORDINANCE; (III) THE SELECTION BY DTC OR ANY DIRECT PARTICIPANT OR INDIRECT PARTICIPANT OF ANY PERSON TO RECEIVE PAYMENT IN THE EVENT OF A PARTIAL REDEMPTION OF THE 2019 BONDS; (IV) THE PAYMENT BY DTC OR ANY DIRECT PARTICIPANT OR INDIRECT PARTICIPANT OF ANY AMOUNT WITH RESPECT TO THE PRINCIPAL OR REDEMPTION PREMIUM, IF ANY, OR INTEREST DUE WITH RESPECT TO THE 2019 BONDS; (V) ANY CONSENT GIVEN OR OTHER ACTION TAKEN BY DTC AS THE OWNER OF THE 2019 BONDS; OR (VI) ANY OTHER MATTER.

The Supplemental Ordinance provides that if (a) DTC determines not to continue to act as securities depository for the 2019 Bonds and gives reasonable notice to the Registrar/Paying Agent or the City or (b) the City has advised DTC of the City's determination that DTC is incapable of discharging its duties, then the City will attempt to retain another qualified securities depository to replace DTC. On receipt by the City or the Registrar/Paying Agent of the 2019 Bonds, together with an assignment duly executed by DTC, the City will execute and deliver to the successor depository, the 2019 Bonds of the same principal amount, interest rate, and maturity. If the City is unable to retain a qualified successor to DTC, or the City has determined that it is in its best interest not to continue the book-entry system of transfer or that interests of the Beneficial Owners of the 2019 Bonds might be adversely affected if the book-entry system of transfer is continued (the City has undertaken no obligation to make any investigation to determine the occurrence of any events that would permit it to make any such determination), and has made provision to so notify Beneficial Owners of the 2019 Bonds by mailing an appropriate notice to DTC, on receipt by the City of the 2019 Bonds together with an assignment duly executed by DTC, the City will execute, authenticate and deliver to the Direct Participants the 2019 Bonds in fully-registered form, in authorized denominations; provided, however, that the discontinuation of the book-entry system of registration and transfer or the replacement of DTC or any successor depository is subject to the applicable rules of DTC or such successor depository on file or otherwise approved by the SEC.

Registration, Transfers and Exchanges

2019 Bonds Held in Book-Entry Form

So long as the 2019 Bonds are in book-entry form and are registered in the name of Cede & Co., as the nominee of DTC, the 2019 Bonds may be registered, transferred and exchanged as set forth under "Book-Entry System" herein.

2019 Bonds Not Held in Book-Entry Form

Each 2019 Bond not held in book-entry form shall be transferable only on the books of registry ("Books of Registry") of the City, which shall be kept for such purpose at the corporate trust office of the Registrar/Paying Agent, by the registered owner thereof in person or by his duly authorized attorney on surrender thereof together with a written instrument of transfer satisfactory to the Registrar/Paying Agent duly executed by the registered owner or his duly authorized attorney. On the transfer of any such 2019 Bond, the Registrar/Paying Agent shall cause to be issued in the name of the transferee a new fully registered 2019 Bond, of the same aggregate principal amount, interest rate, series and maturity as the surrendered 2019 Bond. Any registered owner requesting a transfer shall pay any tax or other governmental charge required to be paid with respect thereto. Any 2019 Bond surrendered in exchange for a new registered 2019 Bond, respectively, shall be cancelled by the Registrar/Paying Agent.

The City and the Registrar/Paying Agent may deem and treat the person in whose name any 2019 Bond not held in book-entry form shall be registered as the absolute owner of such 2019 Bond for all purposes including the payment of or on account of the principal, premium, if any, or interest thereon and any such payment made to a registered owner shall be effectual to satisfy and discharge the liability on such 2019 Bond with respect thereto.

In the event any 2019 Bond not held in book-entry form becomes mutilated in whole or in part, or is lost, stolen or destroyed, or becomes so defaced as to impair the value thereof to the holder thereof, the City shall execute and the Registrar/Paying Agent shall authenticate and deliver a new 2019 Bond, respectively, of the same interest rate and denomination and like tenor and effect in exchange or in substitution for such mutilated, lost, stolen or destroyed 2019 Bond; provided that, in the case of any mutilated 2019 Bond, such 2019 Bond shall be surrendered to the Registrar/Paying Agent, and in the case of any lost, stolen or destroyed 2019 Bond there shall be furnished to the City and the Registrar/Paying Agent evidence of such loss, theft or destruction satisfactory to the City and the Registrar/Paying Agent together with such indemnity as they shall require. In the event any such mutilated, lost, stolen or destroyed 2019 Bond shall have matured, instead of issuing a duplicate 2019 Bond, the City may pay the same. The City and the Registrar/Paying Agent may charge the holder or owner of such mutilated, lost, stolen or destroyed 2019 Bond with their reasonable fees and expenses in connection therewith.

SECURITY FOR THE 2019 BONDS

Pledged Revenues

The 2019 Bonds are payable solely from and are secured equally and ratably with the 2018 Bonds, 2016A Bonds, the 2016B Bonds, the 2013 Bonds, the 2012 Bonds, the 2011A Bonds, the 2010 Bonds, the 2009 Bonds, and all bonds hereafter issued on a parity therewith (with respect to the pledge of and lien on the Net Revenues) under the Ordinance (“Additional Bonds”) by a pledge of and lien on Net Revenues (defined herein) of the System.

The term “Net Revenues” means the Revenues of the System after deducting Expenses of Operating and Maintaining the System (defined herein). The term “Revenues” means all fees, tolls, rates, rentals and all other charges to be levied and collected in connection with and all other income and receipts of whatever kind or character derived by the City from the operation of the System or arising from the System, excluding the receipts, income, revenues, fees and other charges derived from the operation of Special Facilities. The term “Expenses of Operating and Maintaining the System” means the costs and expenses of operating and maintaining the System in good repair and working order including wages, salaries, costs of materials and supplies, costs of routine repairs, renewals, replacements or alterations occurring in the normal course of business, the reasonable fees and charges of any paying agents and registrars of any Bonds issued pursuant to the Ordinance or any supplemental ordinance, the costs of any audit required by the Ordinance and the premium for all insurance required with respect to the System. Such term does not include any allowance for depreciation or renewals or replacements of capital assets of the System and amounts deemed to be payments in lieu of taxes or other equity transfers. Pursuant to the Eleventh Supplemental Ordinance, the City has made certain amendments to the General Bond Ordinance, including modifications to exclude certain non-cash expenses as contemplated under the Governmental Accounting Standards Board (“GASB”) Statement No. 68 relating to Accounting and Financial Reporting for Pensions (An Amendment to GASB Statement No. 27) from the definition of “Expenses of Operating and Maintaining the System,” which, along with the effective date of these amendments, are further described in Appendix C hereto, under the heading “SUMMARY OF ORDINANCE – Amendments to Ordinance Pursuant to Eleventh Supplemental Ordinance.” The effect of these modifications is that, when effective, the calculation of Net Revenues for purposes of the Bond Ordinance will be higher than is currently calculated.

The term “2009 Bonds” used herein means the outstanding principal amount of \$81,860,000 of the City’s \$81,860,000 original principal amount Waterworks and Sewer System Revenue Bonds, Series 2009. The term “2010 Bonds” used herein, means the outstanding principal amount of \$8,770,000 of the City’s \$105,000,000 original principal amount Waterworks and Sewer System Revenue Bonds, Series 2010. The term “2011A Bonds” used herein, means the outstanding principal amount of \$29,835,000 of the City’s \$100,000,000 original principal amount Waterworks and Sewer System Revenue Bonds, Series 2011A. The term “2012 Bonds” used herein means the outstanding principal amount of \$58,055,000 of the City’s \$58,055,000 original principal amount Waterworks and Sewer System Refunding Revenue Bonds, Series 2012. The term “2013 Bonds” used herein means the outstanding principal amount of \$66,615,000 of the City’s \$73,305,000 original principal amount Waterworks and Sewer System Refunding Revenue Bonds, Series 2013. The term “2016A Bonds” used herein means the outstanding principal amount of \$59,740,000 of the City’s \$63,325,000 original principal amount Waterworks and Sewer System Revenue Bonds, Series 2016A. The term “2016B Bonds” used herein means the outstanding principal amount of \$144,675,000 of the City’s \$146,710,000 original principal amount Waterworks and Sewer System Refunding Revenue Bonds, Series 2016B. The term “2018 Bonds” used herein means the outstanding principal amount of \$86,425,000 of the City’s \$87,340,000 original principal amount Waterworks and Sewer System Revenue Bonds, Series 2018.

Limited Obligations

THE 2019 BONDS DO NOT CONSTITUTE INDEBTEDNESS OF THE CITY WITHIN THE MEANING OF ANY STATE CONSTITUTIONAL PROVISION (OTHER THAN ARTICLE X, SECTION 14, PARAGRAPH 10 OF THE SOUTH CAROLINA CONSTITUTION AUTHORIZING OBLIGATIONS PAYABLE SOLELY FROM SPECIAL SOURCES NOT INVOLVING REVENUES FROM ANY TAX OR LICENSE) OR STATUTORY LIMITATION. THE 2019 BONDS SHALL NOT CONSTITUTE DEBT OF THE CITY, NOR A CHARGE, LIEN OR ENCUMBRANCE, LEGAL OR EQUITABLE, ON ANY PROPERTY OF THE CITY OR ON ANY INCOME, RECEIPTS OR REVENUES THEREOF, OTHER THAN THE NET REVENUES OF THE SYSTEM PLEDGED THERETO. NO RECOURSE SHALL BE HAD FOR THE PAYMENT OF THE 2019 BONDS OR THE INTEREST THEREON AGAINST THE GENERAL FUND OF THE CITY AND NEITHER THE CREDIT NOR THE TAXING POWER OF THE CITY SHALL BE DEEMED TO BE PLEDGED THERETO. THE FULL FAITH, CREDIT AND TAXING POWERS OF THE CITY ARE NOT PLEDGED TO THE PAYMENT OF THE PRINCIPAL OF OR INTEREST ON THE 2019 BONDS.

Rate Covenant

The City has covenanted in the Ordinance to operate the System in an efficient and economical manner and establish, levy, maintain, revise and collect such fees, rates and other charges for the use of the services and facilities furnished by the System as may be necessary or proper, which fees, rates and other charges, together with other Revenues and other available moneys, will at all times be sufficient after making due and reasonable allowance for contingencies and for a margin of error in estimates, to provide in each July 1 through June 30 fiscal year of the City, an amount equal to:

- (a) 100 percent of the amounts required to pay Expenses of Operating and Maintaining the System for the then current fiscal year;
- (b) 110 percent of the amounts required to be deposited into each Debt Service Fund (as defined in Appendix C), for the Bonds for the then current fiscal year;
- (c) 100 percent of the amounts required to be deposited to each Debt Service Reserve Fund (as defined herein), if any, for the Bonds for the then current fiscal year;
- (d) 100 percent of the amounts required to provide for payment of any Junior Bonds (as defined herein) in the then current fiscal year; and
- (e) any amounts necessary to comply in all respects with the terms of the Ordinance.

Disposition of Revenues and Funds Established by the Ordinance

The following are the additional funds and accounts created and established by the Ordinance:

- (a) Debt Service Fund to be held by the City, including an Interest Account and Principal Account (as such terms are defined in Appendix C);
- (b) Debt Service Reserve Fund, if any, to be held by the City; and
- (c) Contingent Fund and Depreciation Fund, each to be held by the City subject to the provisions of the Ordinance described in Appendix C hereto under the heading "SUMMARY OF ORDINANCE – Creation and Flow of Funds" and "--Funds Created Under General Bond Ordinance."

The Revenues of the System shall be applied at the times, in the amounts and for the purposes as provided or permitted by the Ordinance, and in the following order of priority:

First, for the payment of Expenses of Operating and Maintaining the System;

Second, into the respective Debt Service Funds, the amounts required by the Ordinance or any supplemental ordinance; and

Third, into the respective Debt Service Reserve Funds, if any, the amounts required by the Ordinance or any supplemental ordinance.

If, after applying Revenues of the System as set forth above, there are Revenues remaining, such Revenues shall then be used, first, for the payment of Junior Bonds or to meet any other obligations of the City which are or which shall become charges, liens or encumbrances on the Revenues of the System; second, to make such deposits to the Contingency Fund as required by the Ordinance (a) to provide adequate funds for improvements to the System, and (b) to build up a proper reserve against contingencies and to the Depreciation Fund as required by the Ordinance to build up a proper reserve for depreciation; and third, as the City Council shall from time to time determine to be in the best interest of the City.

Debt Service Reserve Funds

The Ordinance provides that the City, pursuant to an ordinance authorizing the issuance of a series of Bonds, may provide for the establishment of a debt service reserve fund (each, a “Debt Service Reserve Fund”) to be used solely for the purpose of preventing a default in the payment of principal of or interest or premium, if any, on the Bonds of such series.

Whenever the aggregate value of cash and securities in a Debt Service Reserve Fund shall be less than the reserve fund requirement, if any, established with respect to such fund pursuant to a supplemental ordinance authorizing a series of Bonds (“Reserve Fund Requirement”), there shall be deposited in such Debt Service Reserve Fund that amount which, together with equal, successive, monthly deposits in the same amount, will restore the value of the cash and securities in such Debt Service Reserve Fund to the applicable Reserve Fund Requirement during the succeeding 12 months. See “APPENDIX C – Summary of Certain Provisions of the Ordinance” under the heading “SUMMARY OF ORDINANCE – Funds Created Under General Bond Ordinance – *Debt Service Reserve Funds*.”

THERE WILL BE NO DEBT SERVICE RESERVE FUND ESTABLISHED FOR OR FUNDED WITH THE PROCEEDS OF THE 2019 BONDS.

Additional and Refunding Bonds

The City may issue Additional Bonds on a parity (with respect to the pledge of and lien on Net Revenues) with the 2019 Bonds subject to certain conditions set forth in the Ordinance, including, in the case of Additional Bonds issued other than for the purpose of refunding outstanding Bonds, the requirement that there shall be delivered a report, which report is not required to be based on the latest audit of the City, from the City Manager or Finance Director of the City, an Accountant or a Consulting Engineer (as such terms are defined in Appendix C), stating that the amount of the Net Revenues of the System for any consecutive 12-month period out of the last 24-month period (“Test Period”) is not less than 130 percent of the sum of the highest combined interest and principal requirements in any fiscal year (“Maximum Debt Service”) on the Bonds to be outstanding after the issuance of such Additional Bonds for any succeeding fiscal year, provided the amount of Net Revenues for such 12-month period may be adjusted by adding the following:

- (a) in case the rates and charges for the services furnished by the System shall have been revised and such revised rates and charges shall have gone into effect prior to the delivery of the Additional Bonds proposed to be issued, the additional amount of Net Revenues which would have been realized during the Test Period if such rates and charges had been in effect during such Test Period as determined by a Consulting Engineer or an Accountant; and
- (b) in case an existing sewer system, existing water system or any other public utility system is to be acquired and combined or made a part of the System from the proceeds of the Additional Bonds proposed to be issued, the additional amount of Net Revenues which would have been realized during the Test Period if such existing system or systems to be acquired had been a part of the System during such Test Period (which computation of the additional amount of Net Revenues shall be based on the method of computing Net Revenues under the Ordinance and approved by a Consulting Engineer or an Accountant).

The provisions of the General Bond Ordinance described above have been amended as described in Appendix C hereto under the heading “SUMMARY OF ORDINANCE – Amendments to Ordinance Pursuant to Thirteenth Supplemental Ordinance.”

Without complying with the foregoing debt service coverage provisions, Additional Bonds may be issued for the purpose of refunding (including by purchase) bonds provided that the Debt Service on all Bonds to be outstanding after the issuance of the proposed series of refunding bonds shall not be greater than would have been the Debt Service on all Bonds not then refunded and the Bonds to be refunded. See “APPENDIX C – Summary of Certain Provisions of the Ordinance” under the heading “SUMMARY OF ORDINANCE – Additional Bonds – *Parity Obligations*.” The term “Debt Service” means, with respect to each series of Bonds and any particular fiscal year, the aggregate of the amounts to be paid or set

aside (or estimated to be required to be paid or set aside) in the applicable Debt Service Fund in such fiscal year for the payment of the principal of, redemption premium, if any, and interest (to the extent not capitalized) on such series of Bonds.

Junior Bonds and Special Facilities Bonds

The City may issue bonds secured by a pledge of Net Revenues junior and subordinate in all respects to the pledge securing the 2019 Bonds or any other obligation or form of indebtedness, including lease purchase obligations secured by a pledge of Net Revenues, after provision has been made for all payments required to be made with respect to the 2019 Bonds (“Junior Bonds”), in such amount as it may from time to time determine. The pledge of Net Revenues shall at all times be and remain subordinate and inferior in all respects to the pledge of Net Revenues securing the 2019 Bonds. Junior Bonds may be issued to secure funds to defray the cost of improving, extending, enlarging or repairing the System, including the acquisition of a system to be combined into the System, or to refund the 2019 Bonds or any other Bonds, Junior Bonds, or any notes, bonds, or other obligations issued to finance or to aid in financing the acquisition, construction or improvement of the System. See “APPENDIX C – Summary of Certain Provisions of the Ordinance” under the heading “SUMMARY OF ORDINANCE – Additional Bonds – *Junior Bonds*.”

The City may also enter contracts, leases or other agreements pursuant to which it will agree to construct, operate and pay the costs of Special Facilities which may or may not be discrete and separate units of the System. These Special Facilities may be financed through the issuance of Special Facilities Bonds, subject to certain conditions with respect to the ability of the Special Facilities to generate sufficient revenues to pay for such Special Facilities Bonds. See “APPENDIX C – Summary of Certain Provisions of the Ordinance” under the heading “SUMMARY OF ORDINANCE – Additional Bonds – *Special Facilities Bonds*.”

SOURCES AND USES OF FUNDS

The proceeds of the sale of the 2019 Bonds are expected to be used substantially as follows:

<i>Estimated Sources of Funds</i>	<u>2019 Bonds</u>
Principal Amount of 2019 Bonds	\$*
[Less/Plus: Net Original Issue Discount/ Premium]	[]
TOTAL SOURCES OF FUNDS	\$[]*
 <i>Estimated Uses of Funds</i>	
2019 Projects	\$[]
<u>Deposit to Escrow Funds</u>	[]
Costs of Issuance ⁽¹⁾	[]
TOTAL USES OF FUNDS	\$*

⁽¹⁾Includes Underwriters’ Discount and certain legal, accounting and other financing expenses incurred by the City, and rounding amount of (\$[]).

PLAN OF FINANCE

The proceeds of the 2019 Bonds will be deposited into the Construction Fund of 2019 established pursuant to the Supplemental Ordinance. Moneys on deposit in the Construction Fund of 2019 will be used, as needed, to finance the costs of the 2019 Projects, including without limitation payment of engineering, legal and all other expenses incidental to the 2019 Projects and issuance costs of the 2019 Bonds.

The 2019 Projects involve ongoing capital improvements to the System. These capital improvements include improvements, extensions and enlargements to the System, including any one or more of the following: (a) Waterworks System (defined herein) rehabilitation and installation of water lines and fire protection upgrades, (b) Waterworks System-wide expansions, (c) water treatment plant upgrades, (d) Sanitary Sewer System (defined herein) rehabilitation and installation of sewer lines and manholes, (e) Sanitary Sewer System capacity upgrades, Sanitary Sewer System-Wide expansions, (f) upgrades to the Metropolitan Wastewater Treatment Plant (“Metro WWTP”), and (g) any other matters with respect to the above improvements and such other improvements as the City may deem necessary or incidental to the System. Construction is expected to begin in [], and scheduled to be substantially completed by or before [].

[Describe refunding of Bonds to be Refunded]

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FINANCIAL FACTORS

Five-Year Summary

The following table sets forth a summary of the operating revenues, operating expenses, non-operating revenues and non-operating expenses and changes in net position of the System for the fiscal years ended June 30, 2014 (“Fiscal Year 2014”), through June 30, 2018 (“Fiscal Year 2018”). This summary should be read in conjunction with (a) the audited financial statements of the City for the applicable fiscal years, and (b) the information set forth under “Management’s Discussion and Analysis” herein. Included as Appendix A to this Official Statement is a portion of the Comprehensive Annual Financial Report of the City for Fiscal Year 2018. Copies of the City’s Comprehensive Annual Financial Reports for prior fiscal years are available on the City’s website at <http://www.columbiasc.net/financial-reporting/cafrs>, which is not intended to be an active hyperlink and is not incorporated by reference herein. The City’s independent public accountant did not review this Official Statement, nor did it perform any procedures related to any of the information contained in this Official Statement.

	<u>2014</u>	<u>2015</u>	<u>2016</u>	<u>2017</u>	<u>2018</u>
Operating Revenues					
Charge for Services	\$116,146,448	\$117,776,372	\$130,888,121	\$136,932,319	
Other Operating Revenue	<u>352,272</u>	<u>402,151</u>	<u>844,119</u>	<u>13,961</u>	
Total Operating Revenues	\$116,498,720	\$118,178,523	\$131,732,240	\$136,946,280	
Operating Expenses					
Personnel Services	\$30,183,595	\$31,562,122	\$33,933,804	\$35,687,995	
Materials and Supplies	8,759,851	9,864,982	10,001,315	11,022,382	
Other Services and Charges	19,739,467	18,761,782	19,253,250	23,716,505	
Federal and State Grant Expenses ^{(f)A}	-	-	10,157,882	5,897,731	
Heat, Light and Power	7,127,184	6,916,836	7,096,222	7,082,144	
Depreciation	23,665,647	30,928,260	35,411,576	37,303,595	
Claims and Premiums	0	0	50,000	0	
Bad Debt Expense ^{(a)B}	<u>379,600</u>	<u>0</u>	<u>0</u>	<u>0</u>	
Total Operating Expenses	\$89,855,344	\$98,033,982	\$115,904,049	\$120,710,352	
Operating Income	\$26,643,376	\$20,144,541	\$15,828,191	\$16,235,928	
Non-Operating Revenues/ (Expenses)					
Investment Income (Loss)	\$972,514	\$1,059,323	\$2,223,742	\$1,054,117	
Other Non-Operating Revenue	149,203	160,906	167,281	251,881	
Federal and State Grant Revenue ^{(g)C}	0	0	6,227,736	5,880,676	
Gain (Loss) from Sale of Assets	303,828	(1,501,276)	376,629	8,165	
Interest Expense ^{(b)D}	(8,933,009)	(9,828,911)	(13,374,365)	(9,691,698)	
Amortization of Bond Costs- Deferred Charges ^{(c)E}	<u>(563,534)</u>	<u>(585,709)</u>	<u>(814,758)</u>	<u>(3,335,691)</u>	
Total Non-Operating Revenues/(Expenses)	(8,070,998)	(10,695,667)	(5,193,735)	(5,832,550)	
Income (Loss) Before Contributions and Transfers	\$18,572,378	\$9,448,874	\$10,634,456	\$10,403,378	
Capital Contributions and Transfers					
Transfers In	\$1,550	\$1,295	\$1,450	0	
Transfers Out	(8,059,797)	(8,831,372)	(8,668,163)	(6,069,520)	
Capital Grants	-	-	-	250,000	
Development Contributions	<u>5,431,910</u>	<u>3,872,664</u>	<u>16,054,517</u>	<u>9,909,405</u>	
Total Capital Contributions and Transfers	(2,626,337)	(4,957,413)	7,387,804	4,089,885	
Change in Net Position	\$15,946,041	\$4,491,461	\$18,022,260	\$14,493,263	
Net Position – beginning as previously reported	535,099,215	547,211,538	-	-	
Restatement	(3,833,718) ^{(d)F}	(34,626,496) ^{G0}	-	-	

Net Position – Beginning	<u>531,265,497</u>	<u>512,585,045</u>	<u>517,076,506</u>	<u>535,098,766</u>
Net Position – Ending	<u>\$547,211,538</u>	<u>\$517,076,506</u>	<u>\$535,098,766</u>	<u>\$549,592,029</u>

Source: The City of Columbia Finance Department

Note: Totals may not sum due to rounding.

(a) ^B The Bad Debt Expense for the fiscal year ended June 30, 2015 (“Fiscal Year 2015”), and for each fiscal year thereafter, reflects modified accounting procedures adopted by the City, in which the Bad Debt Expense is offset directly against Charge for Services.

(b) The Interest Expense for the fiscal year ended June 30, 2014 (“Fiscal Year 2014”), and Fiscal Year 2015, reflect modified accounting procedures adopted by the City.

(c) Original description was “Amortization of Bond Costs-Deferred charges,” however, the aggregate is a combination of two CAFR line items: “Bond Related Costs,” and “Amortization of Deferred Charges.” The original description was revised to reflect that, according to GASB 65, bond issuance costs are no longer amortized.

(d) The net position was restated as a result of the City’s implementation of GASB Statement No. 65 in Fiscal Year 2014.

(e) The net position was restated as a result of the City’s implementation of GASB Statement No. 68 in Fiscal Year 2015.

(f) ^A This line item includes amounts primarily related to the Rain Event, as more particularly described under “THE CITY AND THE SYSTEM – Impact of Weather Event” herein.

(g) Represents amounts received by the City from federal and state sources for reimbursement of expenses primarily related to the Rain Event.

Nine-Month Financial Summary

The following table sets forth a summary of the operating revenues, operating expenses, non-operating revenues and non-operating expenses of the System for the nine-month period ending March 31, 2019, as compared to the same period during Fiscal Year 2018. This summary has been compiled by the City from the unaudited results of operations and do not reflect end of year audit adjustments for accruals and reversals.

	<u>2018</u>	<u>2019</u>
Operating Revenues		
Charges for Services	\$103,921,767	
Other Operating Revenues	3,743	
Total Operating Revenues	<u>\$103,925,510</u>	
Operating Expenses		
Personnel Services	\$ 25,959,072	
Materials and Supplies	7,884,643	
Other Services and Charges	10,254,796	
Federal and State Grant Expenses ^(a)	232,840	
Heat, Light, and Power	4,678,808	
Depreciation [†]	-	
Claims and Premiums	-	
Total Operating Expenses	<u>\$ 49,010,159</u>	
Operating Income	\$ 54,915,351	
Non-Operating Revenues / (Expenses)		
Investment Income (Loss)	\$ 1,745,748	
Other Non-Operating Revenue	182,853	
Federal and State Grant Revenue ^(b)	240,752	
Gain (Loss) from Sale of Assets	(59,953)	
Interest Expense	(14,356,676)	
Bond Related Costs	(28,158)	
Amortization of Deferred Charges	(1,054,451)	
Total Non-Operating Revenues / (Expenses)	<u>(13,329,886)</u>	
Income (Loss) Before Contributions and Transfers	\$ 41,585,466	
Capital Contributions and Transfers		
Transfers In	-	
Transfers Out	\$(4,930,535)	
Capital Grants	-	
Development Contribution	-	
Total Capital Contributions and Transfers	<u>\$(4,930,535)</u>	

^(a)This line item includes amounts primarily related to the Rain Event.

^(b)Amounts received by the City from federal and state sources for reimbursement of expenses primarily related to the Rain Event.

[†]Depreciation is calculated on an annual basis, nine-month information is not available for fiscal year ending June 30, 2019 ("Fiscal Year 2019"). For comparison purposes, depreciation has been omitted for Fiscal Year 2018.

Management's Discussion and Analysis

The System's financial condition remains strong. [To be updated] Debt coverage levels substantially exceed required levels, Operating Revenues remain strong and stable, and management has continued its program of aggressive upgrades to System infrastructure.

For the fiscal year ended June 30, 2016 ("Fiscal Year 2016"), Operating Revenues experienced a notable increase over Fiscal Year 2015 due to a combination of a strengthening economy and an increase in Charges for Services due to an approximately 9% rate increase effective July 1, 2015. See "THE CITY AND THE SYSTEM-Sanitary Sewer System" for additional information. Charges for Services decreased for the Fiscal Year 2014, primarily due to a reduction of base water rates for certain water customers with 1" or larger meter connections but increased for Fiscal Year 2015 primarily due to growth and for Fiscal Year 2016 primarily due to the 9% rate increase described above.

Beginning in Fiscal Year 2015, the City updated its accounting methodology for Bad Debt Expense and reflects this item as a direct offset to Charges for Services. Initially, the Bad Debt Expense offset a portion of the increased Charges for Services for Fiscal Year 2015. Since Fiscal Year 2015, the Bad Debt Expense (and reduction in Charges for Services, as applicable) has normalized and is consistent with historical levels. The notable increase in Depreciation for Fiscal Year 2015, Fiscal Year 2016, and Fiscal Year 2017 is due in large part to the City's placing in service additions to the Metro WWTP, which also resulted in a Loss from Sale of Assets in Fiscal Year 2015 due to the obsolescence and removal of certain equipment that had been in operation at the Metro WWTP.

From time to time (including the period presented), the City expends and has expended amounts for deferred maintenance projects related to the System, including but not limited to (1) the replacement or upgrade of parts of the System which are or were broken or inoperable and (2) the replacement, upgrade or rehabilitation of entire sections or components of the System which may be presently or had been operating but likely to fail in the near future or for which the replacement, upgrade or rehabilitation would extend their operating lives.

Starting in Fiscal Year ended June 30, 2010, and continuing through Fiscal Year 2015, the City began reclassifying some of the deferred maintenance expenses for financial reporting purposes, which had the effect of (a) increasing Other Services and Charges for the period presented and consequently Total Operating Expenses and (b) thereby reducing Operating Income, Income Before Contributions and Transfers and Change in Net Position, when compared with financial results for prior fiscal years. For Fiscal Years 2014 and 2015, Other Services and Charges declined (as applicable, to \$19,739,467 and \$18,761,782, respectively). The increase in Other Services and Charges in the Fiscal Year 2016 to \$29,411,132 was not related to reclassification of deferred maintenance but rather due to \$10,157,882 in expenditures related to an unprecedented rain event involving 20-24 inches of rainfall occurring over a four-day period in October 2015 ("Rain Event"), as more particularly described under "THE CITY AND THE SYSTEM – Impact of Weather Event" herein. These Fiscal Year 2016 Rain Event related expenses were offset by \$6,227,736 in Federal Emergency Management Agency ("FEMA") grant revenues received by the City during the same reporting period. For Fiscal Year 2017, Other Services and Charges was \$29,614,236, which included \$5,897,731 in Rain Event related expenses. These Fiscal Year 2017 Rain Event related expenses were offset by \$5,880,676 in FEMA grant revenues received during the same reporting period.

Over the five-year period reported, the City's Net Position – Ending has increased approximately []%, with slight fluctuations year-over-year. Most notably, as described above in the Five-Year Financial Summary, the City restated its net position in Fiscal Year 2014 and 2015, as a result of its implementation of certain GASB pronouncements. From Fiscal Year 2015 through Fiscal Year 20[], the City's Net Position – Ending has increased by approximately []%.

In reviewing the System's financial results for the nine-month period ending March 31, 2019, and comparing that with the same period during Fiscal Year 2018, and extrapolating through the conclusion of the Fiscal Year 2019, [the City expects that Operating Revenues will increase, and also that there will be an increase in Net Position – Ending, in the Fiscal Year 2019 over Fiscal Year 2018.]

Historical Debt Service Coverage of the System

The following table sets forth the Revenues, Expenses of Operating and Maintaining the System, Net Revenues (as these terms are defined in the Ordinance), debt service requirements and debt service coverage of the System for Fiscal Year 2014, through Fiscal Year 2018.

<u>Fiscal Year</u>	<u>Revenues</u>	<u>Expenses of Operating and Maintaining the System⁴</u>	<u>Net Revenues⁴</u>	<u>Debt Service Requirements</u>	<u>Debt Service Coverage</u>
2014	\$117,924,265	\$62,288,001	\$55,636,264	\$26,744,941	2.08x
2015 ¹	117,897,476	66,453,334	51,444,142	28,999,875	1.77x
2016 ^{1,2}	140,727,628	80,492,473	60,235,155	28,883,461	2.09x
2017 ^{2,3}	144,141,119	83,406,757	60,734,362	29,374,715	2.07x
2018					

¹As described above under “SECURITY FOR THE 2019 BONDS-Pledged Revenues,” the City has made certain amendments to the General Bond Ordinance, which are not yet effective. If such amendments were effective for Fiscal Year 2015, Fiscal Year 2016, and Fiscal Year 2017, however, the amounts shown as Expenses of Operating and Maintaining the System (as defined in Appendix C) would be reduced by \$296,327, \$229,915, and \$1,492,115, respectively.

²Revenues in Fiscal Year 2016 and Fiscal Year 2017 include amounts received from federal and state sources primarily for reimbursement of Rain Event related expenses. Expenses of Operating and Maintaining the System for Fiscal Year 2016 and Fiscal Year 2017 include expenses related primarily to the Rain Event. See “FINANCIAL FACTORS – Five-Year Summary” herein.

³As described above under “Management’s Discussion and Analysis,” the City began reclassifying certain amounts expended for deferred maintenance projects for financial reporting purposes starting in Fiscal Year 2010, which had the effect of increasing Total Operating Expenses. Consistent with the Ordinance, however, such expended amounts are treated as additions to capital assets for the System and are not considered to be Expenses of Operating and Maintaining the System when calculating Net Revenues (as defined in Appendix C) for purposes of the Ordinance. For Fiscal Year 2014 and Fiscal Year 2015, the following amounts have been excluded from Expenses of Operating and Maintaining the System in the above table: \$3,901,696, and \$652,388, respectively. Nothing was excluded from Expenses of Operating and Maintaining the System for Fiscal Year 2016 or Fiscal Year 2017.

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Projected Debt Service Requirements of the System

The following table sets forth the aggregate debt service requirements, beginning with the fiscal year commencing July 1, 2020, for the 2009 Bonds, the 2010 Bonds, the 2011A Bonds, the 2012 Bonds, the 2013 Bonds, the 2016A Bonds, the 2016B Bonds, the 2018 Bonds, and the 2019 Bonds.

Fiscal Year	Existing Debt Service [†]	Principal	2019 Bonds Interest	Total	Aggregate Debt Service
2020					
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					
2046					
2047	-				
2048	-				

Note: Totals may not sum due to rounding.

[†]Debt service for the 2009 Bonds has been calculated assuming a fixed interest rate of 4.354% per annum, which is the rate payable by the City under the Series 2009 Swap, plus all annual unaudited costs associated with the replacement credit facility scheduled to expire in September 2020.

Projected Debt Service Coverage of the System

Debt service coverage as projected and prepared by the City for the Fiscal Year 2020 through Fiscal Year ending June 30, 2024, is as set forth below.

Fiscal Year	Net Revenues [†]	Existing Debt Service Requirements [€]	Estimated 2019 Bonds' Debt Service [‡]	Total Debt Service Requirements	Coverage
2020					
2021					
2022					
2023					
2024					

[†] Net Revenues have been calculated by annualizing actual unaudited financial information, as of [], 2019, of the System for the nine-month period ending March 31, 2019, with no additional changes in revenues or expenses going forward.

[€] Includes debt service for the 2009 Bonds, the 2010 Bonds, the 2011A Bonds, the 2012 Bonds, the 2013 Bonds, the 2016A Bonds, the 2016B Bonds, and the 2018 Bonds.

[‡] Debt service on the 2019 Bonds assumes (a) a project fund deposit of \$[], (b) 30-year level debt service structure, (c) no debt service reserve fund, and (d) a true interest cost of []%.

The figures set forth in the table above are projections. The actual results of operations of the System will be dependent on the amounts by which revenues and expenses increase or decrease. Revenues will be dependent on the actual number of System customers, levels of customer usage, the rates charged by the City and other factors. Expenses will be dependent on the actual levels of customer usage, the number of customers, rates, the cost of treating water and wastewater, future maintenance requirements, financing needs, health care, retirement and post-employment requirements, and other factors. Further, debt service takes into account solely the bonds described above, and does not take into account future indebtedness or future water and sewer rate increases that may be approved by City Council. No assurance can be given that the projections set forth above will be realized.

Debt Structure

2009 Bonds

Pursuant to the General Ordinance, the Fifth Supplemental Ordinance enacted by the City Council on September 19, 2007 ("Fifth Supplemental Ordinance"), and the Seventh Supplemental Ordinance enacted by the City Council on August 19, 2009, the City issued the 2009 Bonds in the original principal amount of \$81,860,000 to defray the costs of improvements to the System. The 2009 Bonds are currently outstanding in the principal amount of \$81,860,000.

2010 Bonds

Pursuant to the General Ordinance, the Fifth Supplemental Ordinance, and the Sixth Supplemental Ordinance enacted by the City Council on August 19, 2009, the City issued the 2010 Bonds in the original principal amount of \$105,000,000 to defray the costs of improvements to the System. The 2010 Bonds are currently outstanding in the principal amount of \$8,770,000.

2011A Bonds

Pursuant to the General Ordinance and the Eighth Supplemental Ordinance enacted by the City Council on September 20, 2011 ("Eighth Supplemental Ordinance"), the City issued the 2011A Bonds in the original principal amount of \$100,000,000 to defray the costs of improvements to the System. The 2011A Bonds are currently outstanding in the principal amount of \$29,835,000.

2012 Bonds

Pursuant to the General Ordinance and the Ninth Supplemental Ordinance enacted by the City Council on February 21, 2012, the City issued the 2012 Bonds in the original principal amount of \$58,055,000 to advance refund a prior bond issue. The 2012 Bonds are presently outstanding in the principal amount of \$58,055,000.

2013 Bonds

Pursuant to the General Ordinance and the Tenth Supplemental Ordinance enacted by the City Council on September 13, 2013, the City issued the 2013 Bonds in the original principal amount \$75,305,000 to defray the costs of improvements to the System. The 2013 Bonds are presently outstanding in the principal amount of \$66,615,000.

2016A Bonds

Pursuant to the General Ordinance and the Eleventh Supplemental Ordinance enacted by the City Council on September 6, 2016, the City issued the 2016A Bonds in the original principal amount \$63,325,000 to defray the costs of improvements to the System. The 2016A Bonds are currently outstanding in the principal amount of \$59,740,000.

2016B Bonds

Pursuant to the General Ordinance and the Eleventh Supplemental Ordinance enacted by the City Council on September 6, 2016, the City issued the 2016A Bonds in the original principal amount \$146,710,000 to defray the costs of improvements to the System. The 2016B Bonds are currently outstanding in the principal amount of \$144,675,000.

2018 Bonds

Pursuant to the General Ordinance and the Twelfth Supplemental Ordinance enacted by the City Council on May 1, 2018, the City issued the 2018 Bonds in the original principal amount \$87,340,000 to defray the costs of improvements to the System. The 2018 Bonds are currently outstanding in the principal amount of \$86,425,000.

Junior Lien Pledge

The City's payment obligations under the Series 2009 Swap (defined herein), including any termination payment, if any, are secured by a pledge of Net Revenues junior and subordinate in all respects to the pledge hereof securing the Bonds. The Series 2009 Swap is secured by a pledge of Net Revenues of the System junior and subordinate in all respects to the pledge thereof securing the Bonds.

THE CITY AND THE SYSTEM

General Description

The City, located at the geographic center of the State, was formed in 1786. It is the county seat of the County and the capital of the State. In addition to being the governmental center of the State, the City is also the business, finance, education and transportation center of the State. The System provides water treatment and distribution services through its waterworks system ("Waterworks System") to approximately [] billed water accounts in the Columbia Metropolitan Statistical Area ("Columbia MSA"), including approximately [] In-City customers and [] Out-of-City customers. The System provides sewer treatment and collection services through its Sanitary Sewer System to approximately [] billed sewer customers in the Columbia MSA, including approximately [] In-City customers and [] Out-of-City customers.

For further information regarding the City and the Columbia MSA, see Appendix B attached hereto.

Administration of the City

The City is governed by a council-manager form of government. The Mayor and City Council, who are elected for four-year staggered terms, are vested with the legislative and policy-making powers of the City. Day-to-day activities are administered by a council-appointed City Manager who serves as the chief executive officer of the City and is responsible to the City Council for proper administration of all affairs of the City. The City Manager serves an indefinite term and is subject to removal by a majority vote of the City Council. Financial affairs are under the supervision of the Assistant City Manager for Finance and Economic Services who is appointed by the City Manager. The Finance Director reports to the Assistant City Manager for Finance and Economic Services and is responsible for debt administration, investments and appropriation expenditures and is custodian of all City funds. The General Services Director is responsible for the operation and maintenance of the Facilities.

The present members of the City Council, their occupations, and the dates which their current terms end are as follows:

<u>Name</u>	<u>Occupation</u>	<u>Term Ends</u>
Stephen K. Benjamin, Mayor	Attorney	December 31, 2021
Tameika Isaac Devine, Mayor Pro Tem	Attorney	December 31, 2021
Moe Baddourah	Business Owner	December 31, 2019
Sam Davis [†]	Chief Executive Officer	December 31, 2021
Howard E. Duvall, Jr.	Retired	December 31, 2019
Edward H. McDowell, Jr.	Retired	December 31, 2019
Daniel J. Rickenmann	Business Consultant	December 31, 2021

[†]City Councilman Sam Davis is the Chief Executive Officer of BEKOTU and Associates, Inc.

Teresa B. Wilson has served as City Manager since January 2013. Ms. Wilson has served as the City's Director of Governmental Affairs and Assistant City Manager for Community Programs, Economic Development and Government Services. Ms. Wilson graduated from the University of South Carolina's Honors College and the University of South Carolina School of Law. Prior to joining the City, Ms. Wilson served as Government and Community Relations Coordinator for the University of South Carolina's Office of the President, and also served as a liaison for the University of South Carolina and the City of Columbia, as well as a number of community organizations.

Jeffery M. Palen has served as the Assistant City Manager for Finance and Economic Services and Chief Financial Officer since January 2013. Prior to his current position, Mr. Palen served as the City's Treasurer beginning in November 2008, and as hospital chief financial officer with Health Management Associates from 2005 to 2008. Mr. Palen graduated with a Bachelor of Science in Business and a Master's Degree in Business Administration from the University of South Carolina. Mr. Palen has held various positions in both the private and public sectors, including serving as the Deputy Treasurer and the Deputy Auditor for Lexington County.

Janice L. Alonso has served as the Finance Director of the City since July 2013. She has been employed with the City since December 2008, first as the Accounting Manager and, in August 2010, as the Deputy Finance Director. Ms. Alonso has held various positions in both private and public sectors, including Deputy Treasurer for Lexington County and Assistant Controller for Thermo Scientific. Ms. Alonso graduated from the University of South Carolina with a Bachelor of Science in Business. Ms. Alonso is also a Certified Government Finance Officer in South Carolina.

The System is administered by the City through the City Manager. Under the City Manager's direction, the financial operations of the System are administered by the Assistant City Manager for Finance and Economic Services. The Utilities Department operates the System's two water treatment plants, water storage and pumping stations, and the wastewater plant and sewer lift stations, and maintains all water distribution and treatment sewer collection mains. A total of approximately 500 persons are employed in managerial, clerical, maintenance and other capacities relating to the System.

The Assistant City Manager of Columbia Water is Clint Shealy, P.E., who has served in this capacity since July 2017. Mr. Shealy is a licensed Water Treatment Plant Operator and Professional Engineer. Prior to being named Assistant City Manager of Columbia Water, Mr. Shealy served as the City's Director of Utilities and Water Works Superintendent. Prior to coming to Columbia Water, Mr. Shealy worked for the South Carolina Department of Health and Environmental Control and engineering firms BP Barber & Associates, Inc. and Black and Veatch Corporation. Mr. Shealy is a registered Professional Engineer in the State. He earned his Bachelor of Science degree in Engineering from Clemson University.

Initial recommendations for expansion or renovation of the System are made by the Assistant City Manager of Columbia Water. The recommendations are then reviewed by the City Manager and submitted to the City Council for review and approval as part of the budget process. Increases in rates for the System must be reviewed and adopted by the City Council prior to going into effect.

Service Area

The service area of the Waterworks System includes all of the City of Columbia, portions of the County and Lexington County, as well as the City of Forest Acres, the Towns of Arcadia Lakes, Chapin and Irmo, and the Fort Jackson Military Reservation ("Fort Jackson"). The service area of the Sanitary Sewer System includes all of the City of Columbia and portions of the County, including Fort Jackson, and portions of Lexington County and the City of West Columbia. The entire System covers approximately 320 square miles with a population of approximately 410,000 persons living within that area. The population in the overall service area of the System has generally been increasing since the 1950s due in large measure to the growth of the service area of the System outside of the City.

The City has exclusive rights to provide water and sewer services within the City limits and non-exclusive rights outside of the City limits. Both the County and Lexington County have the legal authority to provide water and sewer service within the unincorporated areas of those counties not presently served by municipalities or special purpose districts, but each has only provided services on a limited basis. The County currently provides water or sewer services only in small, isolated areas. Lexington County and several municipalities in Lexington County formed a joint municipal water and sewer commission ("Commission") for the purpose of providing water and sewer services on an integrated, county-wide basis, but it is the City's understanding that neither the Commission nor Lexington County intend to provide water or sewer services in unincorporated areas of that county already being served by the City. Several municipalities in the County and Lexington County currently provide water and/or sewer services to residents within those municipalities. One large special purpose district, East Richland County Public Service District, provides sewer services to a portion of the County (including certain of the incorporated municipalities therein, e.g., the City of Forest Acres and the Town of Arcadia Lakes).

Service to areas outside of the City limits currently accounts for approximately 74% of the revenues of the Waterworks System and 54% of the revenues of the Sanitary Sewer System of the City. The average water rates for customers outside the City are approximately 1.7 times higher than the average rates for customers inside the City and the average sewer rates for customers outside the City are approximately 1.7 times higher than the average rates for customers inside the City. Because the City already has an extensive water and sewer system in place in large areas of both Richland

and Lexington Counties, and because it can offer services to prospective new customers at competitive rates, the City believes that it can continue enlarging the size of its service area in the unincorporated areas of Richland and Lexington Counties.

Ten Largest Customers

The following table sets forth the ten largest water and sewer customers, by total revenue, for the Fiscal Year 2018.

<u>Company</u>	<u>No. of Meters</u>	<u>Consumption (100 gallons)</u>	<u>Water Revenue</u>	<u>Sewer Revenue</u>	<u>Total Revenue</u>
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TOTAL

Source: City of Columbia

[†]Aggregate customer (accounts grouped by name)

Impact of Weather Event

Beginning Thursday, October 1, 2015, and continuing into Monday, October 5, 2015, the City experienced an unprecedented rain event involving 20-24 inches of rainfall (“Rain Event”). During the early morning hours of Sunday, October 4, significant flooding occurred throughout the City. Published reports indicate that approximately 400 homes and 60 businesses in the City were damaged and approximately 100 roads were closed, blocked, or impassable because of the flooding. Multiple sewer and water lines ruptured or broke. The City experienced a 60-foot wide breach in the Columbia Canal, which the City uses to provide water for one of the City’s water treatment facilities. President Obama issued a disaster declaration for the State pursuant to which federal disaster aid has been made available to the State to supplement State, County, and local recovery efforts in the City and several other affected by the severe storms and flooding.

The City anticipates expenditures necessary for clean-up and repair to be approximately \$150,000,000. The City anticipates FEMA will reimburse the City for 75% of qualifying costs and the State will reimburse the City for the remaining 25%. Without regard to potential long-term mitigation improvements, and assuming all relevant levels of reimbursement, the City estimates the general fund impact to be less than \$1,000,000 and does not anticipate any material impact to the operation and maintenance expenses of the System or to net capital expenditures related to the System. The City cannot guarantee whether all costs will qualify for FEMA reimbursement or whether the State will provide any reimbursement.

Waterworks System

General

The sources of raw water for the Waterworks System are the Broad River, via the Columbia Canal (which has an average flow of 3,000 cubic feet per second) and Lake Murray. The City has purchased rights to raw water under contracts with South Carolina Electric & Gas Company (“SCE&G”), which owns these water rights. The contract, with respect to water from Lake Murray, is for a term that is coterminous with SCE&G’s license to operate its Saluda Hydro Station and provides for up to 100 million gallons per day (“MGD”). The City owns the Columbia Hydro Station and the Columbia Canal.

The water treatment plant located on the Columbia Canal (“Canal Plant”) has a total raw water pumping capacity of 125 MGD with a sustained capacity of 85 MGD. The Canal Plant was originally constructed in 1906 and expanded in 1916,

1942, 1954, 1958, 1968 and 2006. The Canal Plant has a rated capacity for treatment of raw water of 84 MGD. The Canal Plant is currently producing an average flow of approximately 34 MGD with a maximum demand of 60 MGD. The total finished water pumping capacity was expanded to 84 MGD in 2013. The Canal Plant generally serves the area south of Interstate 20 and east of the Broad River. A major building renovation and filter upgrade was completed in 1998. Raw water and high service pumping improvements were completed in 2013.

The water treatment plant on Lake Murray ("Lake Murray Plant") has a raw water pumping capacity of 105 MGD. The Lake Murray Plant, which was completed in 1983, has been expanded to increase high service (finished water) pumping capacity from 40 MGD to 105 MGD and water treatment capacity from 30 MGD to 75 MGD. The Lake Murray Plant generally serves the area north of Interstate 20. The average treatment and pumping rate at the Lake Murray Plant is 31 MGD. An expansion was completed in 2006 to increase its capacity to 75 MGD.

The City believes that the water sources provided by the Broad River and Lake Murray are adequate to provide ample water to meet the current and foreseeable needs of the System, and that the Columbia Plant and the Lake Murray Plant, as expanded and upgraded, will be adequate to continue to meet water treatment needs of the System for at least the next 20 years.

Approximately 2,300 miles of predominantly ductile iron and PVC pipelines, ranging in size from 4-inch to 64-inch diameters, comprise the Waterworks System's distribution network. The City places considerable emphasis on replacing smaller and deteriorated water mains and installing additional fire hydrants for optimal fire protection, the costs of which are paid from System Revenues and from the proceeds of revenue bonds of the System. The City maintains two 3-MG storage reservoirs for finished water at the Canal Plant, two 5-MG storage reservoirs at the Lake Murray Plant and 22 other storage tanks with an aggregate storage capacity of 44 MG.

The City owns all of the pipes, storage tanks, pumping stations and water treatment facilities that it uses to distribute water to customers. The pipes and all other parts of the water delivery system are expected to have at least a 75-year useful life. Existing pipes are typically installed in rights-of-way owned by the City, the County or Lexington County or the State, with new lines being placed in exclusive easements when possible. The City owns in fee simple the land on which the Columbia Plant and Lake Murray Plant are located and most of the land on which pump stations and storage tanks are located.

The City maintains an ongoing program of upgrading, modernizing and rehabilitating the Waterworks System, the costs of which are paid from System Revenues, proceeds of revenue bonds of the System and State and Federal grants. See "Capital Expenditures" herein.

Operations

The total number of customers of the Waterworks System has grown by more than 8.4% over the past ten fiscal years. The major part of the growth has occurred as a result of new Out-of-City customers being added. Information on Revenues is set forth for both the Waterworks System and Sanitary Sewer System on a combined basis in "FINANCIAL FACTORS." The table below shows the number of water customers during the past ten Fiscal Years:

Number of Billed Customers on Waterworks System

<u>Fiscal Year</u>	<u>In-City</u>	<u>Out-of-City</u>	<u>Total</u>
2009	39,799	93,850	133,649
2010	39,671	94,803	134,474
2011	40,164	95,302	135,466
2012	40,549	96,517	137,066
2013	41,249	97,355	138,604
2014	40,896	99,113	140,009
2015	40,530	99,506	140,036
2016	41,133	99,837	140,970
2017	41,741	101,576	143,317
2018			

Source: City of Columbia

Special Contracts

The City has entered into contracts with Fort Jackson, the Town of Chapin (“Chapin”), and the Town of Winnsboro (“Winnsboro”) to provide water service. The contract with Fort Jackson, which was entered into as of March 25, 1987, provides that the City will be paid at rates subject to renegotiation on the request of either party with reasonable cause. In February 2011, a 15% rate increase, which is effective through June 2020, went into effect for water service provided to Fort Jackson.

The City’s contract with Chapin, which was entered into on June 29, 1988, provides for the acquisition of the entire water system of Chapin and provides for the City to enjoy the exclusive right to furnish water to Chapin for a period of 30 years. Under the 1988 agreement Chapin transferred title to a portion of its water system to the City. In 1996 the City and Chapin amended the 1988 agreement, whereby Chapin would retain the portion of its water system not yet transferred to the City under the 1988 agreement and the City would continue to provide bulk water to Chapin pursuant to bulk water supply agreements. Chapin customers are charged the standard Out-of-City rates.

The City’s contract with Winnsboro is also a bulk water supply agreement, which was entered into May 1, 2013, pursuant to which Winnsboro customers pay the City’s standard Out-of-City rate.

Waterworks System Rates

Information on rates and fees of the Waterworks System is set forth in “Water and Sewer Rates and Fees” herein.

Federal and State Requirements

The City currently holds the necessary permits and approvals from the South Carolina Department of Health and Environmental Control (“DHEC”) to operate a water treatment and distribution system. The Waterworks System currently meets all material federal and State requirements regarding a public water supply system. See “Environmental Matters – General.”

Sanitary Sewer System

The City’s Sanitary Sewer System consists of over 1,000 miles of sewer lines ranging in diameter from 4 inches to 60 inches, 55 sewage lift stations and a central treatment facility known as the Metro WWTP. The Metro WWTP, a biological oxidation extended aeration treatment facility located on the Congaree River three miles south of the City, was originally constructed in 1970 and expanded in 1982 to 40 MGD and again in 1998 to 60 MGD. Currently the average daily flow to the Metro WWTP is about 34 MGD. Nearly five percent of the flow to the Metro WWTP is industrial. The City expects that the Metro WWTP, as expanded and upgraded, will be adequate to provide sewage treatment for the Sanitary Sewer System through the year 2060.

The City owns all of the sewer lines, lift stations and treatment facilities of the Sanitary Sewer System. The sewer lines are expected to have at least a 50-75 year useful life, with proper maintenance. The sewage lift stations are being rehabilitated as needed and are on a maintenance schedule, and most stations are expected to have a useful life of at least 15 years at construction or after rehabilitation is completed. Sewer lines are typically installed in easements or in rights-of-way owned by the City, Richland or Lexington County or the State, with new lines being placed in exclusive easements when possible. The City owns in fee simple the land on which the Metro WWTP and many of the sewage lift station sites.

The City maintains an ongoing program of upgrading, rehabilitating, and modernizing of the Sanitary Sewer System, the costs of which are paid from System Revenues and from the proceeds of revenue bonds of the System. See “Capital Expenditures” herein.

Operations

The number of In-City customers of the Sanitary Sewer System grew by approximately []% between 2009 and 2018. The table below shows the number of customers of the Sanitary Sewer System over the past ten Fiscal Years.

Number of Billed Customers on Sanitary Sewer System

<u>Fiscal Year</u>	<u>In-City</u>	<u>Out-of-City</u>	<u>Total</u>
2009	32,503	36,004	68,507
2010	32,500	36,722	69,222
2011	32,501	36,698	69,199
2012	33,136	37,182	70,318
2013 [†]	33,185	26,515	59,700
2014	33,182	27,057	60,239
2015	32,704	26,972	59,676
2016	33,508	27,269	60,777
2017	33,803	27,549	61,352
2018			

[†]Reflects reduction of sewer customers arising from the City's sale of a portion of its Sanitary Sewer System (including approximately 13,000 or 16% of its then-existing sewer accounts) to a private utility ("Utility") in March 2013. It is intended that these customers will continue to be served by the City at predetermined rates until the Utility can construct necessary infrastructure allowing connections to its treatment plant. Effective October 2016, remaining customers will pay 70% of the out-of-City sewer rate. The Utility completed construction of the aforementioned infrastructure in fall 2017, and such customers are no longer served by the Sanitary Sewer System.

Special Contracts

The City entered into a contract with the City of West Columbia ("West Columbia") in 1975 and with Fort Jackson in 1967. The parties agreed to contribute financially to the construction, operation, maintenance, supervision and repair of certain components of the Sanitary Sewer System. The City assumed responsibility for the operation of these components, in return for which the City is paid a base monthly charge plus various other charges based on gallons of sewage discharged. The City and West Columbia entered into an Amended and Restated Agreement on July 7, 2015, which replaced the 1975 agreement.

Sanitary Sewer System Rates

Information on rates and fees of the Sanitary Sewer System is set forth in "Water and Sewer Rates and Fees" herein. The most recent rate increase became effective July 1, 2017.

Federal and State Requirements

The Sanitary Sewer System currently holds the necessary permits and approvals from DHEC to operate its sewage collection and treatment system. Except as described in the EPA and DHEC Actions section below, the Sanitary Sewer System currently meets all material federal and State requirements in regard to a sewage collection and treatment system. See "Environmental Matters – General."

Water and Sewer Rates and Fees

General

The rates charged by the City for water and sewer service are not subject to approval by any federal or State regulatory body. The City's rates, as adopted effective July 1, 2017, are set forth below. Based on these revised rates, the average monthly water and sewer bill for a residential In-City user, based on water usage of 800 cubic feet, is \$54.94 and for an Out-of-City user is \$93.48. The City has regularly increased rates as necessary, and effected rate increases to provide sufficient revenues for payment of projected increased costs of operation, expansion of the System, increases in debt service and to maintain required debt service coverage ratios. See "FINANCIAL FACTORS – Historical Debt Service Coverage of the System" and "– Projected Debt Service Coverage of the System."

Water RatesMonthly Water Service Rates

<u>Meter Size</u>	<u>In-City</u>	<u>Out-of-City</u>
5/8"	\$6.91	\$11.75
1"	11.54	19.62
1 1/2"	17.28	29.38
2"	27.65	47.01
3"	55.31	94.02
4"	86.42	146.91
6"	173.05	294.18
8"	276.54	470.12
10"	549.07	933.42

Additional Rates(per 100 cubic feet after first 300 cubic feet used)

	<u>Residential</u>		<u>Commercial</u>		<u>Irrigation</u>	
	<u>In-City</u>	<u>Out-of-City</u>	<u>In-City</u>	<u>Out-of-City</u>	<u>In-City</u>	<u>Out-of-City</u>
Next 9,700	\$ 2.48	\$ 4.22	\$ 2.36	\$ 4.01	\$ 4.22	\$ 7.17
Next 90,000	2.36	4.01	2.23	3.79	4.01	6.82
Over 100,000	2.23	3.79	2.09	3.55	3.79	6.45

Sewer RatesMonthly Sewer Service Rates

<u>Meter Size</u> <u>(inches)</u>	<u>Sewer Base</u> <u>In-City</u>	<u>Sewer Base</u> <u>Out-of-City</u>
5/8"	\$6.91	\$11.75
1"	6.91	11.75
1 1/2"	6.91	11.75
2"	11.06	18.80
3"	21.12	37.60
4"	34.57	58.76
6"	69.13	117.53
8"	110.62	188.05
10"	172.84	293.82

Additional Sewer Rates
(per 100 cubic feet)

\$3.59\$6.11

Maximum sewer service rates on single-family residences during the months of April through October are based on a use of 1,400 cubic feet of water and during the months of November through March are based on actual usage. Sewer rates for apartment buildings and trailer parks are the base rate per dwelling unit plus the rate per 100 cubic feet reflected by water consumption. Sewer rates for hotels, motels, dormitories and rooming houses are one-half of the base rate of a single-family residence per room plus a base fee on meter connection size plus the rate per 100 cubic feet reflected by water consumption.

Comparison of Water Rates in the Columbia MSA

Currently, there are six providers of water in the Columbia area: Lexington Water System, Carolina Water Service, Midlands Utilities, the City of Columbia, the City of West Columbia and the City of Cayce. The chart below compares current average monthly water bills for each of the three largest providers of water service.

<u>Municipality</u>	<u>Average Monthly Water Bill[†]</u>	
	(In-City)	(Out-of-City)
City of Columbia	\$19.31	\$32.85
City of West Columbia	18.00	38.00
City of Cayce	32.94	65.88

[†]Based on 5,250 gallons of water.

Water and Sewer Tap Fees

The City charges new customers to the Waterworks System a tap fee that ranges from \$2,512.00 for a ¾-inch meter to \$8,490.00 for a 2-inch meter. The City charges new customers to the Sanitary Sewer System a tap fee of \$3,940.00 for each tap. Water and sewer tap fees generated a total of \$[] in revenues for the System in Fiscal Year 2018.

Sewer Plant Expansion Fees

The City began charging new customers of the Sanitary Sewer System a sewer plant expansion fee on October 1, 1987. The fee is intended to provide an additional source of moneys for upgrading and expansion of the Metro WWTP. Sanitary Sewer System plant expansion fees generated a total of \$[] in revenues in Fiscal Year 2018.

Water and Sewer Billing and Collection Policies

New or transferring account fees are charged to customers (new and existing) who request service. Bills are mailed to customers on a periodic basis throughout the month and are payable on receipt. Customers receiving both water and sewer services receive combined bills for these services. Water or sewer service accounts that are two months or more in arrears are terminated for non-payment. Advance notice of 10 days is given prior to such termination action.

Capital Expenditures

The City has expanded and improved the System with proceeds of revenue bonds and Revenues of the System. During Fiscal Year 2014 through Fiscal Year 2018, the City expended approximately \$[] for System expansion and improvement, including approximately \$[] expended in Fiscal Year 2018. The following table shows the amounts expended from proceeds of revenue bonds and System Revenues for capital improvements to the System, including cash-funded projects that fall outside the City's Capital Improvements Program, undertaken during Fiscal Year 2014 through Fiscal Year 2018.

Capital Improvements Undertaken

<u>Fiscal Year Ended June 30</u>	<u>Capital Improvements Financed with Bond Proceeds</u>	<u>Capital Improvements Financed with System Revenues</u>	<u>Total Capital Improvements</u>
2014	\$44,305,275	\$ 3,901,696	\$48,206,971
2015	56,215,053	652,388	56,867,441
2016	24,869,006	53,959,345	78,828,351
2017	48,724,832	46,075,039	94,799,871
<u>2018</u>			
TOTAL	\$	\$	\$

City of Columbia Finance Department

Capital Improvements Program

Future capital expenditures to expand and improve the System are managed by the City through a rolling five-year Capital Improvements Program, which is approved annually by City Council as part of the adoption of the City's Budget Ordinance. The current Capital Improvements Program covers the Fiscal Year 2017 through fiscal year ending June 30, 2021, and anticipates capital expenditures of approximately \$120,000,000 per year for each of the next five years for total expenditures of approximately \$600,000,000. Sixty-seven percent of the anticipated capital expenditures will be devoted to the Sanitary Sewer System and the remaining 33% will be devoted to the Waterworks System. The expenditures are expected to include engineering, storage tanks, water plant additions, increased sewer capacity, lines, pump stations, easements and land. In addition, expenditures will be targeted to rectify issues identified in the Consent Decree (as defined below).

The City expects to fund the Capital Improvements Program with, among other sources, Revenues of the System (including capital payments from the City of West Columbia, South Carolina ("West Columbia")), proceeds of Bonds, and State and federal grants. Although the breakdown between debt and other sources used to fund the capital expenditures for the Capital Improvements Program varies, approximately 25% of the annual capital expenditures for the Capital Expenditures Program are anticipated to be funded from System Revenues (including capital payments from West Columbia) and State and Federal grants.

The five-year Capital Improvements Program is reviewed and updated annually to address the needs of the System. The City is in the process of revising the Capital Improvements Program, and will continue to evaluate and revise it if necessary, to ensure all requirements of the Consent Decree are met within the timeframes established thereby, while complying with the rate covenant set forth in the General Ordinance. The City believes a portion of the capital improvements that are or will be mandated by the Consent Decree are currently contemplated in the five-year Capital Improvements Program. See "Environmental Matters – Conclusion."

Environmental Matters

General

Operation of the System is subject to regulation by certain federal, State and local authorities. Federal and State standards and procedures that currently regulate and control operation of the System may change from time to time as a result of continuing legislative, regulatory and judicial action. Therefore, there is no assurance that the facilities comprising the System currently in operation, under construction or contemplated will always remain subject to the regulations currently in effect, or will always be in compliance with future regulations.

An inability to comply with various governmental regulations and standards could result in reduced operating levels or complete shutdown of such facilities not in compliance. Furthermore, compliance with such governmental regulations and standards may substantially increase capital and operating costs.

Permits and Ordinances

The System is in substantial compliance with current regulatory requirements of the United States Environmental Protection Agency (“EPA”) and DHEC, and the requirements and conditions of all permits required to operate the System are in order. The City currently has the following permits in effect:

<u>Permit</u>	<u>Effective Date</u>	<u>Expiration Date</u>	<u>Description</u>
DHEC Wastewater NPDES Permit #SC0020940 (“NPDES Permit”)	June 1, 2018	May 31, 2023	Authorization to discharge treated effluent in accordance with the National Pollutant Discharge Elimination System (“NPDES”) into the Congaree River continues in effect until a renewal decision is made
Public Water System Operating Permit System #401001		No Expiration Date	Authorization to operate a water treatment plant
S.C. Water Resources Commission, Interbasin Transfer Permit 1013-IB	August 29, 2008	August 29, 2028	Authorization to transfer water between river basins in South Carolina for its potable water treatment plant(s)

The City has had a Wastewater Services Ordinance in place since March 19, 1974. Subsequent revisions to this ordinance are periodically made to reflect changes in federal, State and local standards. The City has operated an Industrial Pretreatment Program pursuant to the Federal General Pretreatment Regulations and approved by DHEC since October 1, 1984. The City includes the West Columbia under this program pursuant to an inter-jurisdictional agreement executed January 8, 1986. Eight categorical and 4 significant non-categorical industries are currently regulated under this program.

The City is also authorized to discharge stormwater from the Metro WWTP under NPDES General Permit for the Storm Water Discharges Associated with Industrial Activities (Except Construction) issued by DHEC on September 1, 2016.

EPA and DHEC Actions

In April 2009, the United States Environmental Protection Agency (“EPA”) issued a Notice of Violation to the City for effluent limit violations of the City’s Wastewater NPDES Permit #SC0020940 (“NPDES Permit”), which NPDES Permit was issued by EPA pursuant to the Clean Water Act (“CWA”). In April 2009, the EPA also requested information from the City under the CWA relating to the compliance status of the Sanitary Sewer System. On September 14, 2010, DHEC reissued the NPDES Permit, with an expiration date of September 30, 2015. DHEC reissued the NPDES Permit, effective October 1, 2015, with an expiration date of September 30, 2020. On May 2, 2018, DHEC reissued the NPDES permit with an expiration date of May 31, 2023.

On review of the City’s responses to the EPA’s information requests, the EPA identified numerous alleged violations by the City of the CWA, including the frequent occurrence of sanitary sewer overflows from the Sanitary Sewer System over a specified time period (“CWA Violations”). Additionally, the EPA identified alleged effluent limit violations of the NPDES Permit and violations of NPDES Permit requirements related to the City’s implementation of the approved industrial pretreatment program (“NPDES Violations,” and, together with the CWA Violations, “Violations”). By letter dated May 25, 2010, the EPA notified the City that it had referred this matter to the Civil Enforcement Division of the U.S. Department of Justice (“DOJ”), but indicated its preference to negotiate a resolution of this matter.

On September 9, 2013, after a lengthy period of negotiations among the City, the EPA, the DOJ and DHEC, the EPA, the DOJ and DHEC lodged a Consent Decree (“Consent Decree”) with the U.S. District Court for the District of South Carolina (“District Court”), in which the City agreed to settle allegations by the EPA, the DOJ and DHEC regarding the Violations. Based on comments received during the public comment period on the terms of the Consent Decree the parties agreed to certain revisions to the Supplemental Environmental Project (“SEP”) required under the Consent Decree. On May 21, 2014, the District Court entered an order approving the Consent Decree.

The terms of the Consent Decree require the City to (i) evaluate the Sanitary Sewer System and, based on that evaluation, implement capital improvements to the Sanitary Sewer System’s infrastructure, and (ii) implement a \$1,000,000 SEP aimed at restoring and reducing flooding along segments of Rocky Branch and Gills Creek. The City anticipates total expenditures of approximately \$750,000,000 will be required over a period of approximately 10 years in order to meet the requirements of the Consent Decree. The City’s five-year Capital Improvements Program has been revised and will continue to be revised (if necessary) to enable the City to meet all of its obligations under the Consent Decree within the prescribed timeframes. In addition, the City was required to pay a civil penalty in the amount of \$476,400 to resolve the alleged CWA Violations.

On October 6, 2015, the City notified the DOJ, the EPA and DHEC of a force majeure event, namely the Rain Event. On October 13, 2015, the City submitted a written report concerning such force majeure event and provided a supplemental report on March 24, 2016, with a request for additional time to meet certain deadlines in the Consent Decree and in implementation schedules of program documents submitted pursuant to the Consent Decree. The City also requested an extension for stipulated penalties for sanitary sewer overflows. By letter dated June 2, 2016, the EPA granted all of the extensions requested as a result of the Rain Event.

As a result of the final Consent Decree, the City may potentially be required to pay additional civil penalties should it not comply with the terms of the Consent Decree. The City intends to fully comply with the terms of the Consent Decree and undertake the capital improvements required by the Consent Decree. The City does not expect its compliance with the Consent Decree to have a materially adverse impact on the financial condition of the System or the City.

Fringe Benefits, Retirement and Health Insurance and Other Post-Employment Benefits

Retirement Plan

The South Carolina Retirement Systems (“Systems”), as administered by the South Carolina Public Employees Benefit Authority (“Authority”), maintains five independent cost sharing, multi-employer defined benefit plans. The City is a participating employer in the Systems and, generally, the City’s employees are covered by the Systems’ South Carolina Retirement System (“SCRS”) or the Police Officers Retirement System (“PORS”) plans, unless the employee has elected to participate in the Optional Retirement Program (“ORP”).

The SCRS plan offers retirement and other benefits, including disability, survivor and death benefits, to eligible state employees. Both employees and employers are required to contribute to the SCRS a percentage of the participating employee’s earnable compensation at a rate set by State law. The PORS plan offers retirement and other benefits for police officers employed by the City. Like the SCRS, both employees and employers are required to contribute to the PORS a percentage of the participating employee’s earnable compensation at a rate set by State law.

For Fiscal Year 2018, the City made contributions to the SCRS of \$[] and to the PORS of \$[], which amounts equaled the statutorily required contributions to SCRS and PORS.

City employees eligible for participation in the SCRS may choose to participate in the ORP, which is a defined contribution plan in which participants direct the investments of their funds in a plan administered by one of four investment providers. The Systems assume no liability for the ORP benefits and for this reason the ORP is not considered part of the retirement systems for financial statement purposes. Contributions to the ORP are set at the same rates as the SCRS. To participate in the ORP, participants must irrevocably waive participation in the SCRS.

Additionally, the Authority issues its own Comprehensive Annual Financial Report for the Systems (“Report”). A copy of the Report for Fiscal Year 2018 may be found at <http://www.peba.sc.gov/assets/cafr.pdf> (which is not intended to be an active hyperlink and is not incorporated by reference herein). Information for the Systems is included in the Comprehensive Annual Financial Report for the State. A copy of the State’s Report may be found at <https://cg.sc.gov/sites/default/files/Documents/Publications%20and%20Reports/Comprehensive%20Annual%20Financial%20Report%20FY%202018.pdf>

[0Reports%20\(CAFR\)/FY2018/FY2018CAFR.pdf](#) (which is not intended to be an active hyperlink and is not incorporated by reference herein).

Plan Contributions

Act No. 13 of 2017 (“Plan Legislation”), was signed into law on April 25, 2017. The Plan Legislation removes the power from the Board of Directors of the Authority (“Authority Board”) to set the rate of contributions to the plans and instead statutorily sets the contribution rates to the SCRS and PORS for both employers and employees through the fiscal year ending June 30, 2027. Additionally, the Plan Legislation shifts the burden of funding the unfunded actuarial accrued liability of the SCRS and PORS entirely to participating employers.

The Plan Legislation increases and sets the contribution rates through fiscal year ending June 30, 2027, as follows:

<u>Fiscal Year</u>	<u>SCRS</u>		<u>PORS</u>	
	<u>Employer Contribution</u>	<u>Employee Contribution</u>	<u>Employer Contribution</u>	<u>Employee Contribution</u>
2018-2019	14.56	9.00	17.24	9.75
2019-2020	15.56	9.00	18.24	9.75
2020-2021	16.56	9.00	19.24	9.75
2021-2022	17.56	9.00	20.24	9.75
2022-2027	18.56	9.00	21.24	9.75

Following fiscal year ending June 30, 2027, the Plan Legislation reverts the authority to set the contribution rates of participating employers back to the 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. 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>
2017-2018	30 years
2018-2019	29 years
2019-2020	28 years
2020-2021	27 years
2021-2022	26 years
2022-2023	25 years
2023-2024	24 years
2024-2025	23 years
2025-2026	22 years
2026-2027	21 years
2027 and after	20 years

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.

The City expects the Plan Legislation to require a \$[] increase in its SCRS budget, and a \$[] increase in its PORS budget for Fiscal Year 2019 to fund the increased employer contribution as set forth in the Plan Legislation.

Reporting Plan Liability

In accordance with the GASB Statement No. 68, the City reports its proportionate share of the overall Net Pension Liability of the Systems – which represents the difference between the total cost of the Systems’ expected future benefits to be paid and the value of assets on hand to cover the benefits – in the City’s financial statements for Fiscal Year 2018. The City reported its proportionate share of SCRS and PORS Net Pension Liability as \$[] and \$[], respectively or []% and [] % of the total net pension liability.

Other Post-Employment Benefits

The City is a participant in the State Other Retirement Benefits Employer Trust for medical, dental, and vision coverage, and eligible retirees are allowed to continue coverage in according with the City Other Postemployment Benefits (“OPEB”) Substantive Plan, a single-employer defined benefit plan. It is the City’s policy to periodically review its medical and dental coverage to provide the most favorable benefits and premiums for the City employees and retirees.

In accordance with the newly-implemented GASB Statement No. 75, the City’s other postemployment benefit liability is now calculated based on the City’s total unfunded OPEB liability. As of July 1, 2018, the most recent measurement date, the estimated total unfunded OPEB liability of the City was \$164,820,581. 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.

INTEREST RATE SWAPS AND OTHER OBLIGATIONS

In September 2007, the City entered into an ISDA Master Agreement and an accompanying schedule (collectively, “Master Agreement”) with JPMorgan Chase Bank, N.A. (in such capacity, “Counterparty”), to establish the general terms under which various interest rate swap and other derivative transactions may be entered between such parties.

The Series 2009 Swap

On September 20, 2007, and pursuant to the written confirmation to the Master Agreement dated such date between the City and the Counterparty, the City entered into a “fixed payor” interest rate swap agreement with the Counterparty (“Series 2009 Swap”) to enable the City to synthetically hedge a portion of its variable rate interest exposure relative to the 2009 Bonds during the term of the Series 2009 Swap. The Series 2009 Swap obligates the City to pay the Counterparty a fixed rate, based on a notional amount equal to the initial par amount of the 2009 Bonds, as reduced based on mandatory sinking fund redemptions scheduled therefor. The goal of the Series 2009 Swap is to reduce the City’s variable rate exposure under the 2009 Bonds and convert much of its variable rate exposure during the term of the Series 2009 Swap to a hedged fixed rate (subject to applicable basis risks associated with the actual correlation of such variable rate index with the actual variable rate of such Bonds). The Series 2009 Swap will expire in accordance with its terms (unless earlier terminated) on February 1, 2038, which is a date coterminous with the final maturity date of the 2009 Bonds.

Under certain circumstances, some of which may be beyond the control of the City, the Series 2009 Swap is subject to termination prior to the scheduled termination date, including on the occurrence of certain events of default. Such events of default include without limitation (i) failure to pay or deliver any payment required to be made under the Master Agreement, (ii) breach of Master Agreement, (iii) credit support default, (iv) misrepresentation, (v) default under a specified derivative transaction, (vi) cross default, (vii) bankruptcy and (viii) merger of party or any guarantor of such party without assumption of such party’s obligations by the resulting entity.

In addition to the foregoing, the Counterparty has the right, but is not required, to terminate the Series 2009 Swap in the event that the rating of the long-term unsecured debt (without credit or structural enhancement) of the City is withdrawn, suspended for more than 30 days or reduced below “BBB” by Standard & Poor’s or “Baa2” by Moody’s. Correspondingly, the City has the right, but is not required, to terminate the Series 2009 Swap in the event that the rating of the long-term

unsecured debt (without credit or structural enhancement) of the Counterparty is withdrawn, suspended for more than 30 days or reduced below “BBB” by Standard & Poor’s or “Baa2” by Moody’s.

In the event of an early termination of the Series 2009 Swap, the City may owe a termination payment to the Counterparty or, conversely, the Counterparty may owe a termination payment to the City. Such a termination payment generally would be based on the market value of the Series 2009 Swap on the date of termination. For example, if the Series 2009 Swap was terminated, the City’s termination payment (including accrued interest) to the Counterparty, based on mid-market rates not derived from the solicitation of actionable bids from any broker-dealers, as of May 1, 2019, would have been approximately \$[]. Any such amount that may be owed in the future by the City with respect to the Series 2009 Swap may be substantial, and could adversely affect the City’s ability to pay debt service on the Bonds. Such termination payments are secured by a pledge of Net Revenues junior and subordinate to the pledge of Net Revenues securing the Bonds and all parity debt.

In addition, a partial termination of the Series 2009 Swap could occur to the extent that any Bonds are redeemed pursuant to an optional redemption. If such an optional redemption occurs, a termination payment related to the portion of the Series 2009 Swap terminated may be owed to either the City or the Counterparty, depending on market conditions at that time. Moreover, the Series 2009 Swap can be terminated on mutual agreement of the Counterparty and the City. There is no guarantee the Series 2009 Swap will be outstanding for its stated term.

The payment obligations of the City under the Series 2009 Swap will not alter or affect the obligation of the City to pay or make payments with respect to the principal of, redemption price of and interest on the 2009 Bonds. The Counterparty has no obligation to make payments directly to the holders of the 2009 Bonds. The holders of the 2009 Bonds have no contractual or other rights or claims against the Counterparty for payment of the 2009 Bonds. The Series 2009 Swap does not provide a source of security or other credit for the 2009 Bonds.

Additional Derivative Agreements

In addition to the Series 2009 Swap, the City may in the future enter into one or more additional interest rate swap or other derivative transactions, whether pursuant to the Master Agreement or otherwise and whether with the Counterparty or one or more other swap counterparties, to the extent not prohibited by the Ordinance. The extent or effect of any such additional transactions cannot be known as of the date of this Official Statement.

ENFORCEABILITY OF REMEDIES

The remedies available to the owners of the 2019 Bonds on an event of default under the Ordinance are in many respects dependent on judicial actions which are often subject to discretion and delay. Under existing constitutional and statutory law and judicial decisions, including specifically Title 11 of the United States Code, the remedies specified by the federal bankruptcy code and the Ordinance, the 2019 Bonds may not be readily available or may be limited. The various legal opinions to be delivered concurrently with the delivery of the 2019 Bonds (including Co-Bond Counsel’s approving opinions) will be qualified, as to the enforceability of the various legal instruments, by limitations imposed by bankruptcy, reorganization, insolvency or other similar laws affecting the rights of credits enacted before or after such delivery.

LEGAL MATTERS

Litigation

No litigation is pending or, to the knowledge of the City, threatened in writing in any court to restrain or enjoin the issuance or delivery of the 2019 Bonds or the collection, payment or receipt of the moneys pledged or to be pledged to pay the principal of, premium, if any, and interest on the 2019 Bonds or, in any way contesting or affecting the validity of the 2019 Bonds, the General Ordinance or the Supplemental Ordinance, the power to collect, pay or receive the moneys with which to pay the 2019 Bonds or the organization or the powers of the City, including the power to operate the System and to collect revenues therefrom.

United States Bankruptcy Code

The undertakings of the City should be considered with reference to Chapter 9 of the Bankruptcy Code, 11 U.S.C. § 901, et seq., as amended (“Bankruptcy Code”), and other laws affecting creditors’ rights and municipalities generally. Chapter 9 permits a municipality, political subdivision, public agency, or other instrumentality of a State that is insolvent or unable to meet its debts as such debts mature to file a petition in the United States Bankruptcy Court for the purpose of

effecting a plan to adjust its debts; directs such a petitioner to file with the court a list of its creditors; provides that the filing of the petition under that Chapter operates as a stay of the commencement or continuation of any judicial or other proceeding against the petitioner; directs a petitioner to file a plan for the adjustment of its debts; permits the petitioner in its plan to modify the rights to payment of its creditors; provides that the plan must be accepted in writing by or on behalf of creditors; and provides that the plan must be accepted in writing by or on behalf of creditors of each impaired class of claims holding at least two-thirds in amount and more than one-half in number of the creditors which have accepted or rejected the plan. The plan may be confirmed notwithstanding the negative vote of one or more classes of claims if the court finds that the plan is in the best interest of creditors, is feasible, and is fair and equitable with respect to the dissenting classes of creditors. A petitioner has the right to reinstate indebtedness under its plan according to the original maturity schedule of such indebtedness notwithstanding any provision in the documents under which the indebtedness arose relating to the insolvency or financial condition of the debtor before the confirmation of the plan, the commencement of a case under the Bankruptcy Code, or the appointment of or taking possession by a trustee in a case under the Bankruptcy Code or by a receiver or other custodian prior to the commencement of a case under the Bankruptcy Code.

Other Legal Matters

Certain legal matters incident to the authorization, issuance and sale of the 2019 Bonds are subject to the approval of the legality of issuance thereof by Burr & Forman LLP d/b/a Burr Forman McNair (“Burr Forman McNair”) Columbia, South Carolina, and Johnson, Toal & Battiste, P.A., Columbia, South Carolina, as Co-Bond Counsel. The proposed forms of the opinions of Co-Bond Counsel to be delivered when the 2019 Bonds are issued are set forth in Appendix D hereto. Certain matters will be passed on for the Underwriters by Parker Poe Adams & Bernstein LLP, Columbia, South Carolina, and The Starkes Law Firm, P.A., Columbia, South Carolina, as Co-Underwriters’ Counsel. Certain legal matters will be passed on behalf of the City by the City Attorney, Teresa A. Knox, Esquire.

From time to time, Parker Poe Adams & Bernstein LLP serves as Bond Counsel to the City and, from time to time, one or both Parker Poe Adams & Bernstein LLP, The Starkes Law Firm, P.A. and Burr Forman McNair have represented one or more of the Underwriters as counsel in financing transactions unrelated to the sale of the 2019 Bonds. Neither the City nor Underwriter has conditioned the future employment of any of these firms in connection with any proposed financing issues for the City or either Underwriter on the successful execution and delivery of the 2019 Bonds.

TAX EXEMPTION AND OTHER TAX MATTERS

Internal Revenue Code of 1986

In the opinion of Burr Forman McNair, to be delivered on the date of issuance of the 2019 Bonds, under existing laws, regulations, rulings and judicial decisions and assuming the City’s continued compliance with certain covenants described below, interest on the 2019 Bonds is excludable from gross income of the recipients thereof for federal income tax purposes.

The Internal Revenue Code of 1986, as amended (“Code”), including the Treasury Regulations promulgated thereunder, includes provisions that relate to tax-exempt obligations, such as the 2019 Bonds, including, among other things, permitted uses and investment of the proceeds of the 2019 Bonds and the rebate of certain net arbitrage earnings from the investment of such proceeds to the United States Treasury. Noncompliance with these requirements may result in interest on the 2019 Bonds becoming subject to federal income taxation retroactive to the respective issuance dates thereof. The City has covenanted to comply with the requirements of the Code to the extent required to maintain the exclusion of interest on the 2019 Bonds from gross income for federal tax purposes. Failure of the City to comply with the covenant could cause the interest on the 2019 Bonds to be taxable retroactively to the date of issuance.

The Code imposes an alternative minimum tax on a taxpayer’s alternative minimum taxable income. Interest on the 2019 Bonds is not an item of tax preference for purposes of the alternative minimum tax. Interest on the 2019 Bonds is not an item of tax preference for purposes of the alternative minimum tax.

Although Burr Forman McNair is of the opinion that interest on the 2019 Bonds is excludable from gross income for federal income tax purposes, the accrual or receipt of interest on the 2019 Bonds may otherwise affect the federal income tax liability of the recipient. The extent of these other tax consequences will depend on the recipient’s particular tax status or other items of income or deduction. Prospective purchasers of the 2019 Bonds should be aware that ownership of the 2019 Bonds may result in collateral federal income tax consequences to certain taxpayers, including, without limitation, banks, thrifts and other financial institutions, property and casualty insurance companies, certain recipients of Social Security or

Railroad Retirement benefits, certain S corporations with “excess net passive income,” foreign corporations subject to the branch profits tax, life insurance companies and taxpayers otherwise entitled to claim the earned income credit and taxpayers who may be deemed to have incurred or continued indebtedness to purchase or carry or have paid or incurred certain expenses allocable to the 2019 Bonds. Burr Forman McNair will not express any opinion as to such collateral tax consequences. Prospective purchasers of the 2019 Bonds should consult their tax advisors as to collateral federal income tax consequences.

Burr Forman McNair has not undertaken to determine (or to inform any person) whether any action taken (or not taken) or event occurring (or not occurring) after the issuance date of the 2019 Bonds may affect the tax status of interest on the 2019 Bonds. In rendering its opinion, Burr Forman McNair will rely on certificates and representations of the City with respect to certain material facts solely within the City’s knowledge relating to the investment and use of the proceeds of the 2019 Bonds and compliance by the City with certain covenants.

Current and future legislative proposals, if enacted into law, clarification of the Code or court decisions may cause interest on the 2019 Bonds to be subject, directly or indirectly, to federal or State income taxation, or otherwise prevent the holders thereof from realizing the full current benefit of the tax-exempt status of such interest. The introduction or enactment of any such legislative proposals, clarification of the Code or court decisions could significantly reduce the benefit of, or otherwise affect, the exclusion from gross income of interest on obligations like the 2019 Bonds and could also affect, perhaps significantly, the market price for, or marketability of, the 2019 Bonds. Prospective purchasers of the 2019 Bonds should consult their own tax advisors regarding any pending or proposed federal or state tax legislation, regulations or litigation, and regarding the impact of future legislation, regulations or litigation, as to which Burr Forman McNair expresses no opinion.

[Original Issue Discount

Certain of the 2019 Bonds have been sold at initial public offering prices which are less than the amount payable at maturity (“Discount Bonds”). An amount not less than the difference between the initial public offering prices of the Discount Bonds and the amount payable at maturity constitutes original issue discount, which will be treated as interest on such Discount Bonds and, to the extent properly allocable to particular owners who acquire such Discount Bonds at the initial offering thereof, will be excludable from gross income for federal income tax purposes to the same extent as other interest on the 2019 Bonds.

A portion of the original issue discount that accrues in each year to an owner of a Discount Bond that is a corporation will be included in the calculation of adjusted current earnings in determining the alternative minimum tax liability of such corporation. Consequently, an owner of any Discount Bond that is a corporation should be aware that the accrual of original issue discount in each year may result in an alternative minimum tax liability although the owner of such Discount Bond has not received cash attributable to such original issue discount in such year.

Owners who may acquire 2019 Bonds that are Discount Bonds should consult their tax advisors with respect to the determination for federal income tax purposes of the amount of original issue discount or interest properly accruable with respect to such 2019 Bonds, other tax consequences of owning Discount Bonds and the state and local tax consequences of owning Discount Bonds.]

[Original Issue Premium

Certain of the 2019 Bonds have been sold at initial public offering prices which are greater than the amount payable at maturity (“Premium Bonds”). An amount equal to the excess of the purchase price of the Premium Bonds over their stated redemption prices at maturity constitutes premium on such Premium Bonds. A purchaser of a Premium Bond must amortize any premium over such Premium Bond’s term using constant yield principles, based on the purchaser’s yield to maturity. As premium is amortized, the purchaser’s basis in such Premium Bond is reduced by a corresponding amount, resulting in an increase in the gain (or decrease in the loss) to be recognized for federal income tax purposes upon a sale or disposition of such Premium Bond prior to its maturity. Even though the purchaser’s basis is reduced, no federal income tax deduction is allowed. Purchasers of any 2019 Bonds at a premium, whether at the time of initial issuance or subsequent thereto, should consult with their own tax advisors with respect to the determination and treatment of premium for federal income tax purposes and with respect to state and local tax consequences of owning such 2019 Bonds.]

State Tax Law Matters

Burr Forman McNair is of the opinion that under present laws of the State, interest on the 2019 Bonds will be excluded from South Carolina taxation, except estate, transfer and certain franchise taxes. Section 12-11-20 of the Code of Laws of South Carolina 1976, as amended, imposes on every bank engaged in business in the State a fee or franchise tax computed at the rate of 4½% of the entire net income of such bank. Regulations of the South Carolina Department of Revenue require that the term “entire net income” include income derived from any source whatsoever, including interest on obligations of any state and any political subdivision thereof. Interest on the 2019 Bonds will be included in such computations.

FINANCIAL ADVISOR

Stifel, Nicolaus & Company, Incorporated, Columbia, South Carolina, has served as Financial Advisor to the City in connection with the offer and sale of the 2019 Bonds. As such, it has participated in the preparation of and review of the various financing documents related to the 2019 Bonds. The Financial Advisor will be paid from the proceeds of the 2019 Bonds.

CONTINUING DISCLOSURE

To the extent required by the Rule, the City, through a written agreement or contract for the benefit of registered owners and the Beneficial Owners of the 2019 Bonds, will provide notice, in a format as required by the Rule, either directly or indirectly through a designated agent, in a timely manner not in excess of ten business days after its occurrence, of any of the events enumerated in section (b)(5)(i)(C) of the Rule and will provide certain financial information and operating data relating to the City by no later than February 1 after the end of each of the City’s fiscal years, commencing with the report for the Fiscal Year 2018 (“Annual Report”). The form of that written agreement, the Disclosure Dissemination Agent Agreement, entered into by the City with Digital Assurance Certification, L.L.C. (“DAC”) in connection with the issuance of the 2019 Bonds (“DDAA”), is attached as Appendix E. The Annual Report will be filed on behalf of the City by DAC, as dissemination agent, with the Municipal Securities Rulemaking Board (“MSRB”). The notices of any events enumerated in section (b)(5)(i)(C) of the Rule will be filed on behalf of the City by DAC with the MSRB. The specific nature of the information to be contained in the Annual Report and the notices of enumerated events is set forth in the DDAA, the form of which is attached as Appendix E. These covenants have been made in order to assist the original purchasers of the 2019 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 2019 Bonds (including persons holding 2019 Bonds through nominees, depositories or other intermediaries), or (b) is treated as the owner of any 2019 Bonds for federal income tax purposes. If any person seeks to cause the City to comply with its continuing disclosure obligations under the Continuing Disclosure Agreement, it is the responsibility of such person to demonstrate that it is a “Holder” within the meaning of the Continuing Disclosure Agreement.

For Fiscal Year 2014, the City timely filed its annual report on January 23, 2015. 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 Investors Service (“Moody’s”) and S&P Global Ratings (“S&P”) affecting several municipal bond insurance companies, some of which had insured or insure certain of the City’s bonds. Due to widespread knowledge of these rating actions, material event notices have not previously been filed by the City in each instance. The City filed notice on July 11, 2016, of S&P’s change of Assured Guaranty Corp’s rating from AA- to AA in March 2014.

The City’s policy when it learns of incomplete or late filings is to take remedial action and provide this information immediately. In addition, the City has taken and is continuing to take certain steps to help identify and report events which may trigger continuing disclosure obligations pursuant to the Rule, including but not limited to, (1) increased education (including periodic training) and awareness by the City’s finance staff of the importance of the Rule and continuing

disclosure requirements provided thereby; (2) adoption of written policies and procedures related to continuing disclosure and the assignment by the City of its most senior finance staff member with responsibility for continuing disclosure; and (3) the City's review of potential market changes that might relate to the City's continuing disclosure requirements and engagement of advisors to help alert the City and its disclosure dissemination agent, DAC, to the same.

The City may modify from time to time, consistent with the Rule, the information provided to the extent necessary or appropriate in the judgment of the City, but: (1) any such modification may only be made in connection with a change in circumstances that arises from a change in legal requirements, change in law or change in the identity, nature or status of the City; (2) the information to be provided, as modified, would have complied with the requirements of the Rule as of the date of this Official Statement, after taking into account any amendments or interpretations of the Rule, as well as any changes in circumstances; and (3) any such modification does not materially impair the interest of the Holders or the beneficial owners, as determined by the nationally recognized bond counsel or by the approving vote of the Holders of a majority in principal amount of the 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 2019 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 Securities and Exchange Commission ("SEC") announced the Municipalities Continuing Disclosure Cooperation Initiative ("MCDC"), pursuant to which municipal bond underwriters, issuers, and obligated persons were permitted to self-report possible violations involving materially inaccurate statements or omissions relating to prior compliance with the continuing disclosure obligations specified in the Rule. The SEC further announced that, to the extent an issuer meets the requirements of MCDC and the enforcement division of the SEC (the "Division") decided to recommend enforcement action against the issuer, the Division would recommend that the SEC accept a settlement from the issuer on favorable settlement terms, including the issuer's undertakings to establish appropriate policies, procedures and training regarding continuing disclosure obligations, comply with existing continuing disclosure undertakings, including updating past delinquent filings, disclose the settlement in future offering documents and cooperate with any subsequent investigations by the Division.

In April 2016, the City executed and submitted to the SEC an Offer of Settlement under MCDC, in which the City neither admitted nor denied the findings but agreed to cease and desist from future violations and proposed settlement terms consistent with those originally announced by the SEC in March 2014. By order dated August 24, 2016 (SEC Release No. 33-10143) ("Order"), a copy of which may be obtained from the SEC's website, the SEC accepted the City's Offer of Settlement and ordered the City to cease and desist from committing or causing any future violations of Section 17(a)(2) of the 1933 Act and comply with the following undertakings, which undertakings are consistent with those originally announced by the SEC in March 2014:

(1) within 180 days of the date of the Order, the City will establish appropriate written policies and procedures and periodic training regarding continuing disclosure obligations to comply with the federal securities laws, including the designation of an individual or officer at the City responsible for ensuring the City's compliance with such policies and procedures and responsible for implementing and maintaining a record (including attendance) of such training;

(2) within 180 days of the date of the Order, the City will comply with existing continuing disclosure undertakings, including updating past delinquent filings;

(3) the City will disclose in a clear and conspicuous fashion the terms of the settlement described in the Order in any final official statement for an offering by the City within five years of the date of the Order;

(4) the City will certify, in writing, compliance with the undertakings set forth above, including certification no later than the one-year anniversary of the date of the Order and certifications made from time to time upon reasonable requests by the SEC staff for further evidence of compliance; and

(5) the City will cooperate with any subsequent investigation by the Division regarding the false statements and/or material omissions that were the subject of the Order, including the roles of individuals and/or other parties involved.

Consistent with the original announcement of MCDC by the SEC, the City is not subject to any civil or criminal penalty or fine arising from MCDC or the violations that were the subject of the Order. The City has been and remains fully committed to cooperating with the SEC's efforts to ensure continuing disclosure in an appropriate and timely manner in connection with its publicly traded bond issues.

MISCELLANEOUS

Ratings

Moody's and S&P have assigned the 2019 Bonds their municipal bond ratings of "[]" and "[]," respectively. Such ratings reflect only the views of Moody's and S&P and an explanation of the significance of such ratings may be obtained from Moody's at the following address: Moody's Investors Service, Inc., 7 World Trade Center at 250 Greenwich Street, New York, New York 10007 and for S&P at: Standard & Poor's Corporation, 55 Water Street, 38th Floor, New York, New York 10041. The City has furnished to Moody's and S&P certain information and materials respecting the City and the 2019 Bonds. Generally, Moody's and S&P base their ratings on such information and materials and on investigations, studies and assumptions furnished to and obtained and made by them. There is no assurance that such ratings will remain unchanged for any period of time or that it may not be revised downward or withdrawn entirely by Moody's or S&P, if in their judgment circumstances so warrant. Any such downward revision or withdrawal of such ratings may have an adverse effect on the market price of the 2019 Bonds.

Underwriting

The City has engaged PNC and Raymond James to act as co-senior managing underwriters for the 2019 Bonds. The City selected PNC Capital Markets LLC ("PNC") as the book runner for the 2019 Bonds. Siebert serves as co-manager on the 2019 Bonds.

PNC and PNC Bank, National Association are both wholly-owned subsidiaries of PNC Financial Services Group, Inc. PNC is not a bank, and is a distinct legal entity from PNC Bank, National Association. PNC Bank, National Association has banking and financial relationships with the City.

The 2019 Bonds are being purchased for reoffering by the Underwriters. The Underwriters have agreed, subject to certain conditions, to purchase the 2019 Bonds at a purchase price of \$[] (representing the par amount of the Bonds less an Underwriter's discount of \$[], [plus][less] [net] aggregate original issue [premium][discount] of \$[]).

The Underwriters may offer and sell the 2019 Bonds to certain dealers and others at a price lower than the offering prices stated on the inside cover page hereof. The offering prices may be changed from time to time by the Underwriters.

Concluding Statement

All quotations from and summaries and explanations of provisions of laws of the State herein do not purport to be complete and are qualified in their entirety by reference to the official compilations thereof. All references to the 2019 Bonds and the determinations of the City Council relating thereto are qualified in their entirety by reference to the definitive forms of the 2019 Bonds and the Ordinance and to such determinations. All such summaries, explanations and references are further qualified in their entirety by reference to the exercise of sovereign police powers of the State and the constitutional powers of the United States of America, and to valid bankruptcy, insolvency, reorganization, moratorium and other laws for the relief of debtors.

Certain of the information set forth in the Official Statement and in the appendices hereto has been obtained from sources other than the City that are believed to be reliable but is not guaranteed as to accuracy or completeness.

The agreement between the City and the holders of the 2019 Bonds is fully set forth in the Ordinance and neither any advertisement for the 2019 Bonds nor this Official Statement is to be construed as constituting an agreement with the holders of the 2019 Bonds.

Anyone having questions should direct them to Jeffery M. Palen, Assistant City Manager for Finance and Economic Services and Chief Financial Officer, City of Columbia, 1737 Main Street, Columbia, South Carolina 29201, and telephone 803.545.4308.

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The delivery of this Official Statement and its use in connection with the sale of the 2019 Bonds has been duly authorized by the City.

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, 2018

APPENDIX B
GENERAL INFORMATION REGARDING THE CITY OF COLUMBIA

Population

The population of the City, Lexington County, Richland County and the Columbia Metropolitan Statistical Area (“Columbia MSA”) for the preceding five decades and estimates for calendar year 2018 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>
1970	113,542	89,012	233,868	322,880
1980	101,229	140,353	269,735	409,953
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
2018 [†]	[] [†]	[] [†]	[] [†]	[] [†]

Source: U.S. Department of Commerce, Bureau of the Census.

[†]Estimated, subject to adjustment

Per Capita Income

The following table shows the per capita income in Lexington County, Richland County and the State for the past five calendar years, for which information is available:

<u>Year</u>	<u>Lexington County</u>	<u>Richland County</u>	<u>State</u>
2012	\$37,363	\$37,811	\$35,244
2013	37,982	38,346	35,287
2014	39,771	38,811	36,860
2015	41,764	41,025	38,302
2016	42,843	42,245	39,517

Source: U.S. Bureau of Economic Analysis

Median Family Income

Median family income statistics are available only as combined figures for the Columbia MSA made up of Lexington, Richland, Calhoun, Fairfield, and Saluda counties. The median family income for the Columbia MSA for the last five fiscal years and estimates for 2018, 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>Fiscal Year Ended</u> <u>June 30</u>	<u>Columbia MSA</u>	<u>State</u>	<u>United States</u>
2013	\$60,400	\$55,000	\$64,400
2014	58,000	54,300	63,900
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

Source: U.S. Department of Housing and Urban Development, Office of Policy Development and Research

[†]Estimated as of April 1, 2018

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, is 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>
2013	7.4%	5.8%	6.9%	7.6%	7.4%
2014	6.5	5.1	6.0	6.5	6.2
2015	6.5	4.9	5.7	6.0	5.3
2016	5.3	4.0	4.7	5.0	4.9
2017	4.5 [†]	3.5 [†]	4.1 [†]	4.3	4.3

Source: U.S. Department of Labor, Bureau of Labor Statistics

[†]Preliminary, subject to adjustment

The monthly unemployment rates in the City, Lexington County, Richland County, the State and the United States for the last 12 months, for which information is available, is set forth in the following table:

<u>Month</u>	<u>City</u>	<u>Lexington County</u>	<u>Richland County</u>	<u>State</u>	<u>United States</u>
February 2018					
March 2018					
April 2018					
May 2018					
June 2018					
July 2018					
August 2018					
September 2018					
October 2018					
November 2018					
December 2018					
January 2019					

Source: U.S. Bureau of Labor Statistics

[†]Preliminary, subject to adjustment

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>
2014	\$10,692,792,351	\$10,939,040,895	\$5,379,848,426
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			
2018			

Source: South Carolina Department of Revenue

Construction Activity

The growth of the City is reflected in the following table showing the number of new commercial and residential units constructed in the City and the approximate cost of those units in the last five fiscal years for which information is available:

Fiscal Year Ended <u>June 30</u>	<u>Commercial</u>		<u>Residential</u>	
	Number of <u>Units</u>	Estimated <u>Commercial Costs</u>	Number of <u>Units</u>	Estimated <u>Residential Costs</u>
2014	19	\$ 87,236,042	178	\$ 35,203,257
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				

Source: City of Columbia, Planning and Development Services, Permits

Commerce and Industry

State and federal payrolls are major sources of employment and income for residents of the City. The City has experienced considerable expansion of Federal, State, and the City facilities. A prior example of governmental investment in the City includes completion by the Federal government of a \$32 million, 250,000 square foot National Advocacy Center located on the campus of the University of South Carolina in Columbia. Its primary mission is to train the nation's prosecutors and litigators. An estimated 10,000 students attend one-to-two week-long continuing education programs at the center.

University of South Carolina. The University of South Carolina's ("USC") main campus is located in downtown Columbia. 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 opened in 2007, with 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 on 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 is a privately developed, five-

story, 110,000-square-foot office/dry lab building, currently under construction. Discovery II is in the design and programming phase. 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. The new, 250,000 square-foot, \$90 million, Darla Moore School of Business, also located in Innovista, opened for classes for the Fall 2014 semester.

In May 2017, the USC School of Law, located in downtown, opened its new \$80 million, 187,500 square-foot facility at Bull and Gervais streets. 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. The new School of Law anchors a legal corridor along the north edge of the campus and comprises the school's Children Law Center, the National Advocacy Center, and the South Carolina's State House and Supreme Court.

The 60,000 square-foot, \$26 million Alumni Center, located in the Vista, opened in the summer of 2015 and is a place for alumni engagements and to celebrate life's milestones.

USC began construction in early 2014 behind the Carolina Coliseum of a private, resort-style student housing development including a six-story, 919-bed apartment complex, 650 Lincoln. The complex, which opened in 2016, includes one-, two- and four-bedroom apartments, as well as studio apartments, a fitness center, volleyball court, a pool, and other high-end amenities. As part of the project, a dining facility, parking garage and classrooms will be built behind the new Moore Business School. A portion of the complex is complete and students have moved in, while other sections have been delayed by a few months.

Downtown Columbia. Columbia Marriott located on Main Street in Downtown Columbia 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-feet of meeting space.

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 two new projects. The first project, known as the Azurest at Heritage Creek, 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 second project is a Community and Resource Training Center, which is scheduled to be completed in 2018. Once completed, the facility will feature a large community center with a conference room, recreation area and a police substation with state-of-the-art technology. A second phase of construction is anticipated to start later in 2018 and will include walking trails, a playground and public plazas.

Downtown Columbia's 1600 block of Main Street continues its transformation. Anchored by early adopters Mast General and the Nick Theater, the block now contains a yoga studio, wine parlor, event venue, vegan restaurant, boutique cigar store, specialty ice cream shop, bowling alley, 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, S.C.

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 – call for cast-stone or brick buildings of up to six stories, a 945-space parking garage, several courtyards, retail shops, a cafeteria and restaurants.

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 Bull Street" 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 Bull Street. 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 Bull Street 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 the anticipated opening of Bone-In Barbeque in April 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 cowork 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.

Station at Five Points Apartments is a new 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.

A new student housing project is currently in the construction phase for Downtown Columbia. University SC Tower, a private student housing project located a few blocks from the USC Horseshoe will feature 848 beds, five-bedroom suites, private parking and street-level retail. The latest entry into downtown's upscale student housing market will be two glass-covered towers 12-stories high, with a theater, fitness center and rooftop pool. It will be situated along Assembly, Pendleton and Park streets, across Assembly from the State House, with suites ranging from one- to five-bedrooms. Construction of the \$60 million, 435,000-square-foot complex is expected to be completed in 2018.

Vista. The City of Columbia, in cooperation with the County and neighboring 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 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. 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 March of 2015, Hyatt Place opened their new Columbia hotel downtown in the heart of the Vista. The hotel represents an \$18 million investment to the popular downtown hotel market, providing guests access to the most popular entertainment district in the City. The hotel features 130 guestrooms, a 24-hour gym with an indoor pool, and more than 2,000 square feet of flexible, high tech meeting space.

In and near the Vista 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, EdVenture Children's Museum, and the Trustus Theatre.

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 61% 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 24,000 students.

More than 3,500 active duty soldiers and their 12,000 family members are assigned to the Fort. The Fort instructs more than 50,000 soldiers in basic training and advanced individual training each year. The Fort employs almost 3,500 civilians and provides services for more than 46,000 retirees and their family members. An additional 10,000 students attend courses at the Soldier Support Institute, Armed Forces Chaplaincy Center and School, National Center for Credibility Assessment and Drill Sergeant School am-malty.

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 Community Hospital ("Moncrief"), a 60-bed general medical and surgical hospital located on the base. Moncrief provides primary care, immunization services, lab services, radiology services, and behavioral health services to personnel and families assigned to Fort Jackson, the Shaw Air Force Base, along with thousands of military retirees living in the midlands area.

The Fort, annexed into the City in October 1968, has a significant economic impact on the midlands area, contributing approximately \$2.2 billion to the local economy. In addition, approximately 200,000 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 a Basic Combat Training star base, dual dining facility, Family Life and Resiliency Center, the 80 Regional Reserve Command and a Residential Communities Initiative which will result in the demolition and renovation of 640 new and 210 renovated homes for Army families.

Industries. In March 2018, Colite International, a world leader in full-service sign manufacturing, announced plans to invest \$2.5 million at its existing operations at 5 Technology Circle in Richland County. The investment will

allow the purchase of state-of-the-art equipment to keep the company competitive in national and international markets.

In February 2018, Zeus Industrial Products, a leading polymer extrusion manufacturer and material science innovator, announced plans to expand its existing location in Calhoun County. The company's \$76 million investment is expected to create an additional 350 new jobs over the next several years. When the expansion is complete, the new facility will include approximately 148,000 square feet of manufacturing space. The expansion is scheduled to be completed in 2019.

In January 2018, Tidewater Boats, a designer and manufacturer of premium saltwater boats, announced plans to grow its existing Lexington County operations. In order to accommodate the production of larger models, the company is investing \$8.3 million and creating 100 new jobs. The company will be constructing a new satellite facility at 1 Brickyard Road in Lexington, S.C. to produce its larger models. The site will allow for more modernized, streamlined production, while also freeing up space at Tidewater's original facility to expand production.

In December 2017, Nephron Pharmaceuticals Corporation, a manufacturer of sterile inhalation and 503B outsourcing medications, announced a \$12.5 million expansion to add 36,000 square feet of manufacturing space to its existing 400,000+ square foot facility in Saxe Gotha Industrial Park. The new investment is expected to create 125 new jobs. In 2011, the company announced plans to relocate its headquarters from Florida to South Carolina. Since announcing plans to relocate their headquarters, the company has invested more than \$320 million and currently employs 640 workers.

In November 2017, The Ritedose Corporation, a pharmaceutical products manufacturer, announced plans to invest \$10 million constructing a new 140,000 square foot facility within the Enterprise Industrial Campus of Midlands Technical College. The latest expansion is in addition to plans announced in 2014 to add 80,000 square feet to their existing 120,000 square foot facility, investing \$110 million and creating 65 new jobs. The Ritedose Corporation specializes in the production of inhalation products, eye drops, ear drops and oral liquids.

In November 2017, Woodfield Systems USA, a designer and manufacturer of bulk liquid and gas handling equipment, announced plans to establish a new manufacturing center in Richland County. In connection with these plans, the company intends to invest \$1.5 million and create 50 new jobs. The company's Richland County operations will produce loading arms, metering and process skids to support the loading and unloading of bulk tanker trucks and rail cars in the refined fuel, industrial and chemical and industrial HVAC markets.

In October 2017, Prysmian Group, a world leader in the telecom cables and systems industry, announced plans to expand its Lexington County facility, investing \$15 million and creating 30 new jobs within the next five years. Once the expansion is completed, Prysmian's Lexington County facility will be the company's top producer of fiber cable in the world.

In September 2017, Charter Nex, one of North America's leading independent producers of high-performance specialty films used in flexible packaging and other critical performance applications, announced plans to invest \$85 million and create 110 new jobs in connection with its proposed 140,000-square-foot facility to be constructed in the Carolina Pines Industrial Park.

In August 2017, Trane, a leading global provider of indoor comfort systems and services, announced plans to expand its existing operations with a capital investment of \$96 million and the creation of 700 new jobs. Trane currently has approximately 600 employees in South Carolina. The company's existing facility will increase in size by 680,000 square feet once the expansion is completed.

In May 2017, China Hengshi Foundation Company, a fiberglass fabric provider, announced plans to occupy a 111,000-square-foot facility located in the City. The company's new operations are expected to bring \$11.1 million in capital investment and lead to the creation of 48 new jobs. Founded in 2000, China Hengshi specializes in the research, development, production and marketing of a variety of fiber-weaving products for export around the world. Primarily used in wind turbine blades, the company's products are also used, for example, in space flight, aviation, construction, transportation, and environmental protection.

In April 2017, LulaRoe, a national clothing provider, announced plans to locate a new distribution center in Richland County. The project is expected to bring approximately \$35 million of new capital investment and create at least 1,000 new jobs over the next few years.

In March, 2017, a major aluminum cast plate manufacturer known throughout the world as Alimex, announced plans to establish a new facility in the midlands by bringing \$2 million in new capital investment and creating 27 new jobs. Alimex will lease a new industrial building located in the City. Founded in Germany in 1970, Alimex supplies the worldwide metal distribution, machining and processing industry with high-precision aluminum cast plates.

In June 2016, China Jushi, a global manufacturer of fiberglass products, announced the location of their first U.S. manufacturing operation in the County, with an expectation to produce 80,000 tons of fiberglass annually. The first phase of the project is expected to bring \$300 million in capital investment and create 400 new jobs. Once completed, the project is expected to become the largest consumer of water and sewer service from the City. China Jushi broke ground on December 8, 2016. The first phase of the project is anticipated to be completed by early 2019.

In April 2016, IBM, USC and Flour Corporation held the ribbon currently 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 at least 100 new jobs over the next five years.

In January 2016, Dominion Carolina Gas Transmission announced its plans to establish operations in Columbia, SC. Dominions 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.

In November 2015, General Information Services, Inc., one of the most experienced and largest background screening providers in the nation, announced its plans to expand with a new facility in the County. The company is investing more than \$2.7 million in the new facility, which is expected to generate 91 new jobs over five years.

The following table shows the ten largest industrial employers as of December 2017, 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>
SCANA Corporation	Utility	4,227
Michelin North America Inc.	Tire manufacturing	2,080
Westinghouse Electric Corp.	Nuclear fuel assemblies	1,200
Invista	Chemical products/preparation	1,100
House of Raeford	Poultry processing	857
International Paper Co.	Fine paper	675
Nephron Pharmaceuticals	Pharmaceuticals	640
McEntire Produce	Fresh Produce Processor	600
Square D/Schneider Electric	Industrial electrical controls	530
Sysco	Food processing	500

Source: Central SC Alliance & Columbia Regional Business Journal

The following table shows the largest non-industrial employers (other than the governmental entities described under “Government Employers” below) as of December 2017, 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>
Palmetto Health	Health Care	15,000
Blue Cross & Blue Shield of SC	Insurance	6,585
Lexington Medical Center	Healthcare	6,000
Amazon	Distribution Center	4,000
Allied Barton Security Services	Corporate Security	3,300
AT&T	Telecommunications	2,400
Providence Health	Healthcare	1,625
Dorn VA Medical Center	Healthcare	1,457
Wells Fargo	Banking	1,400
First Citizens Bank	Banking	1,313
Palmetto GBA	Finance & Insurance	1,300
Colonia Life	Finance & Insurance	1,140

Source: Central SC Alliance & Columbia Regional Business Journal

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, as of December 2017:

<u>Name</u>	<u>Approximate Number of Employees</u>
State of South Carolina	25,246
University of South Carolina	8,500
Richland County School District 1	4,226
S.C. Department of Mental Health	3,798
Lexington County School District 1	3,550
Richland County School District 2	3,600
City of Columbia	2,523
Lexington County School District #5	2,354
Richland County Government	1,879
S.C. Department of Transportation	1,716
S.C. Department of Health and Environmental Control	1,623

Source: Central SC Alliance & Columbia Regional Business Journal

Facilities Located in the Columbia MSA

Transportation. Interstate Highways 20, 26, 77 and a network of U.S. and S.C. highways traverse the Columbia MSA. Rail service is provided by Southern Railway and CSX Transportation. Passenger service is available through Amtrak via “The Silver Star.” Nationwide freight service is available through approximately 50 motor freight lines regularly serving the City area. Intercity bus service is provided by Greyhound Lines, Inc.

The Columbia Metropolitan Airport (“Airport”), located in the unincorporated area of Lexington County, and approximately six miles southwest of the City’s central business district, is comprised of two runways, associated taxiways, an air traffic control tower, aviation fuel storage facilities, aircraft parking aprons, a passenger terminal building, air cargo buildings, general aviation hangars and terminals,

support facilities for the U.S. Army Reserve, the aeronautical facilities of the South Carolina Aeronautics Commission, roads, grounds and public parking facilities; all of which are located on approximately 2,600 acres. Air operations are conducted on an 8,600-foot x 150-foot runway and an 8,000-foot x 150-foot runway. The passenger terminal features a two-level concourse for common-use gates; a central food court within easy view of all gates; expanded airline ticket counter; baggage claim area; and a covered walkway between the terminal and parking lot. A multi-level parking structure and surface parking lots provide a combined 3,505 public parking spaces. The Airport serves more than 1.2 million passengers annually and processes more than 168,000 tons of air cargo. A 108-acre parcel of the Airport property has been designated as Foreign Trade Zone 127 by U.S. Customs. The Columbia Airport Enterprise Park is a 435-acre industrial park located on the Airport complex. The FAA Southern Region Airports Division awarded the Airport the 2005 Air Carrier Airport Safety Award. The Airport has hired and maintained a competent, trained staff of Airport rescue firefighters, maintenance technicians and operations coordinators.

The passenger airlines which currently serve the Airport are: American Airlines, Delta Air Lines, and United, which provide over 30 non-stop flights to 9 major airports and 8 destinations. The major air cargo companies serving the Airport include Delta, Mountain Air Cargo, Martinaire, Federal Express, and United Parcel Service (“UPS”).

The Airport is the site of UPS’ southeastern region Air/Ground Hub and Sortation Station for both its Next Day Air and Second Day Air package delivery services. Using its own funds, UPS constructed a package sortation building encompassing approximately 352,000 square feet on a 50-acre site near the Airport, which it purchased from the Airport. UPS is also leasing from the Airport a 35,000 square foot office building on a nine-acre site in CAE Park which houses the 200-person staff that reconciles and administers UPS’ system-wide COD delivery services. UPS is operating with a minimum of 20 daily jet freighter arrivals and 20 departures at the Airport.

In June 2017, the Airport completed the process of transforming five acres of Airport property to a 4,320 solar farm, the first solar farm at an airport in the state of South Carolina. 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.

Medical and Health Services. There are eight hospitals located within the Columbia MSA, two of which are federal facilities (William J. Dorn Veterans Hospital and Moncrief Army Hospital). Furthermore, there are five psychiatric hospitals and approximately 100 licensed nursing homes and community residential care facilities in the Columbia MSA. In January 2006, Palmetto Health Heart Hospital located at the Richland County campus opened its doors, becoming the most advanced, state-of-the-art cardiac care facility in the area. Serving patients from the midlands and all over central South Carolina, the \$80 million, 200,000 square-foot hospital is the State’s only freestanding facility dedicated entirely to the prevention, diagnosis and treatment of cardiovascular diseases. Built specifically to meet the needs of the patients, there is a fluid transition between heart procedures and patient rooms. This unique building offers patients and visitors a comfortable and soothing experience complete with waterfalls and landscaped courtyards, and a view of the outside from each of the patient rooms. 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. To provide an unparalleled level of individualized care for residents of South Carolina, 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. Palmetto Health completed several renovation projects at its Baptist and Richland Memorial campuses. Palmetto Health Baptist Parkridge (“Parkridge”), located in the northwest portion of the City, is Palmetto 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 orthopedics, and outpatient rehabilitation. In November 2017, it was announced that Palmetto Health and Upstate Affiliate Organization d/b/a Greenville Health System would become affiliated, to create SC Health Company and a shared strategic vision, operations and expanded access to health care for the areas in the State of South Carolina served by the two hospital systems.

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, 2018, there were 186 branches of commercial banks and savings institutions in the Columbia MSA, with deposits at all financial institutions totaling \$[].

Utilities. Electricity for industrial, residential and commercial consumption is provided by SCE&G, Tri-County Cooperative, Inc., Mid-Carolina Electric Cooperative, Inc. and Fairfield Electric Cooperative, Inc. Natural gas is provided by SCE&G. Water and sewer service is provided by the City inside the City limits, as well as to portions of Richland and Lexington Counties.

The Midlands region has attracted interest from multiple utility-scale solar farm developers. Since 2015, the development of more than 100 MW of utility-scale solar farms have been announced in Saluda, Calhoun and Lexington Counties. One megawatt of solar energy is enough to provide inexpensive, secure, clean energy to approximately 200 homes.

Recreation. The Columbia MSA 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. The 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. 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. The Riverbanks Zoological Park, 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 Zoo and Garden 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. The University of South Carolina and other area universities and colleges offer a wide range of sports activities for both spectators and participants. Lake Murray, a 50,000-acre man-made lake with more than 500 miles of shoreline, 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.

Public Schools. There were approximately 52,210 pupils enrolled in public schools in Richland County and approximately 58,103 enrolled in the public school system in Lexington County for the 2017-2018 school year (as of October 2017). All public schools are fully accredited and all teachers fully certified by the South Carolina Department of Education.

Higher Education. There are eight main institutions of higher education in the Columbia MSA, the largest being the main campus of the University of South Carolina with a Fall 2018 enrollment of []. The table below lists these institutions and their Fall 2017 enrollments:

<u>College/University</u>	<u>Enrollment</u>
University of South Carolina (Columbia Campus)	
Midlands Technical College	
Benedict College	
Southern Wesleyan University	
South University	
Columbia College	
Columbia International University	
Allen University	

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 six campuses – Airport, Batesburg-Leesville, Beltline, Fairfield, Harbison, and the 100-acre Northeast Campus which contains MTC’s Enterprise Campus and Center of Excellence for Technology. MTC also has a teaching location at the Fort that serves enlisted personnel and civilians. MTC’s Continuing Education Division provides continuing education opportunities to more than 30,000 individuals annually and is one of the largest providers of noncredit professional upgrade training of any two-year college in the State. MTC is accredited by the Commission on Colleges of the Southern Association of Colleges and Schools and is part of the South Carolina Technical College System.

APPENDIX C
SUMMARY OF CERTAIN PROVISIONS OF THE ORDINANCE

SUMMARY OF CERTAIN PROVISIONS OF THE ORDINANCE

The following statements are brief summaries of certain provisions of the General Ordinance, the Eleventh Supplemental Ordinance and the Thirteenth Supplemental Ordinance (as such terms are defined in the front part of this Official Statement or herein, as the context would allow; such General Ordinance, Eleventh Supplemental Ordinance and Thirteenth Supplemental Ordinance are referenced herein as the “Ordinance”). These summaries do not purport to be complete, and reference is made to the Ordinance for a full and complete statement of such provisions. All capitalized terms not defined herein have the meanings ascribed thereto in the front part of this Official Statement or the Ordinance.

CERTAIN DEFINITIONS

“2019 Bonds” means the \$[]* original principal amount Waterworks and Sewer System Revenue Bonds, Series 2019.

“2019 Debt Service Fund” means the fund of that name established pursuant to the Thirteenth Supplemental Ordinance to provide for the payment of the principal and interest on the 2019 Bonds.

“2019 Projects” means, collectively, the improvements, extensions and enlargements to the System, including any one or more of the projects described in the Thirteenth Supplemental Ordinance, and such other improvements as the City may deem necessary or incidental to the System.

“Accountant” means a firm of independent certified public accountants selected by the City.

“Act” means Title 6, Chapter 17, Code of Laws of South Carolina 1976, as amended, and all other statutory authorizations, now or hereinafter enacted, authorizing and enabling the City to provide for the issuance of the Bonds, including, if applicable, with respect to any Series of refunding Bonds, Title 11, Chapter 21, Code of Laws of South Carolina 1976, as amended.

“Additional Bonds” means any Bonds issued under the provisions of the General Bond Ordinance described under the heading “SUMMARY OF ORDINANCE—Additional Bonds—*Parity Obligations*” herein.

“Annual Budget” means the annual budget required by the provisions of the General Bond Ordinance described in Paragraph G under the heading “SUMMARY OF ORDINANCE—General Covenants” herein.

“Authorized Representative” means a Person designated to act on behalf of the City (which may or may not be an employee or elected official of the City) in a certificate, bearing such Person’s specimen signature, signed by the Mayor or City Manager and provided to the Paying Agent.

“Beneficial Owner” means any purchaser who acquires beneficial ownership interest in any 2019 Bond held by the Depository. In determining any Beneficial Owner, the City, the Registrar and the Paying Agent may rely exclusively upon written representations made and information given to the City, the Registrar and the Paying Agent, as the case may be, by the Depository or its Participants with respect to any 2019 Bond held by the Depository or its Participants in which a beneficial ownership interest is claimed.

“Bondholders” or the term “Holders” or any similar term means the registered owner or owners of any Outstanding Bond or Bonds.

“Bond Counsel” means any attorney or firm of attorneys of nationally recognized standing in the matters pertaining to the federal tax exemption of interest on bonds issued by states and political subdivisions, and duly admitted to practice law before the highest court of any state of the United States.

“Bonds” means, collectively, the Bonds of 2009, the Bonds of 2010, the Bonds of 2011, the Bonds of 2012, the Bonds of 2013, the Bonds of 2016, the Bonds of 2018 and the 2019 Bonds (each as defined herein), and any Bonds

issued under and pursuant to the General Bond Ordinance, except Junior Bonds and Special Facilities Bonds.

“Bonds of 2009” means the original principal amount of \$81,860,000 Waterworks and Sewer System Revenue Bonds, Series 2009, dated September 2, 2009, all of which is currently outstanding.

“Bonds of 2010” means the outstanding principal amount of \$105,000,000 of the City’s \$105,000,000 original principal amount Waterworks and Sewer System Revenue Bonds, Series 2010, dated May 26, 2010, of which \$8,770,000 principal amount is currently outstanding.

“Bonds of 2011” means, the original principal amount \$100,000,000 Waterworks and Sewer System Revenue Bonds, Series 2011A, dated December 8, 2011, of which \$29,835,000 principal amount is currently outstanding.

“Bonds of 2012” means the \$58,055,000 original principal amount Waterworks and Sewer System Refunding Revenue Bonds, Series 2012, dated March 8, 2012, all of which is currently outstanding.

“Bonds of 2013” means the \$75,305,000 original principal amount Waterworks and Sewer System Revenue Bonds, Series 2013, dated December 18, 2013, of which \$66,615,000 principal amount is currently outstanding.

“Bonds of 2016” means, collectively, the original principal amount \$63,325,000 Waterworks and Sewer System Revenue Bonds, Series 2016A, dated December 8, 2016, of which \$59,740,000 principal amount is currently outstanding, and the original principal amount \$146,710,000 Waterworks and Sewer System Refunding Revenue Bonds, Series 2016B, dated December 8, 2016, of which \$144,675,000 principal amount is currently outstanding.

“Bonds of 2018” means the \$87,340,000 original principal amount Waterworks and Sewer System Revenue Bonds, Series 2013, dated June 21, 2018, of which \$86,425,000 principal amount is currently outstanding.

“Book-Entry Form” or “Book-Entry System” means with respect to the 2019 Bonds, a form or system, as applicable, under which (a) the ownership of beneficial interests in the 2019 Bonds may be transferred only through a book-entry and (b) physical 2019 Bond certificates in fully registered form are registered only in the name of a Depository or its nominee as Holder, with the physical 2019 Bond certificates “immobilized” in the custody of the Depository. The book-entry maintained by the Depository is the record that identifies the owners of participatory interests in the 2019 Bonds, when subject to the Book-Entry System.

“Books of Registry” means the registration books maintained by the Registrar in accordance with the General Bond Ordinance.

“Business Day” means any day other than a Saturday, a Sunday or a day which is in the State or the state in which the respective office of the Paying Agent and the Registrar is located a legal holiday or a day on which banking institutions are authorized by law or executive order to close.

“City” means the City of Columbia, South Carolina.

“Construction Fund of 2019” means the Fund established pursuant to the ~~Thirteen~~Thirteenth Supplemental Ordinance into which a portion of the proceeds of the 2019 Bonds will be deposited and from which such proceeds will be disbursed to pay the Costs of Acquisition and Construction of the 2019 Projects (including interest coming due on a portion of the 2019 Bonds) and Costs of Issuance.

“Consulting Engineer” means the engineer or engineering firm or corporation registered and qualified to practice the profession of engineering under the laws of the State and having a favorable reputation for skill and experience in the construction and operation of water treatment systems, sewage disposal and treatment systems employed by the City to perform and carry out the duties imposed by the General Bond Ordinance, and who or which is not a full-time employee of the City.

“Contingent Fund” means the fund of that name established pursuant to the General Bond Ordinance.

“Cost of Acquisition and Construction” means, to the extent permitted by the Act, all costs of acquisition and

construction of any Project, including the Costs of Issuance with respect to and capitalized interest on Bonds issued for such purpose. Cost of Acquisition and Construction include the payment of amounts due on bond anticipation notes, the proceeds of which were used for Cost of Acquisition and Construction.

“Cost of Issuance” means all items of expense, directly or indirectly payable or reimbursable by or to the City and related to the authorization, sale and issuance of Bonds including, but not limited to, printing costs, costs of preparation and reproduction of documents, filing and recording fees, initial fees and charges of any Registrar or Paying Agent, legal fees and charges, auditing and accounting fees and charges, fees and disbursements of consultants and professionals, costs of credit ratings, fees and charges for preparation, execution, transportation and safekeeping of Bonds, costs and expenses of refunding, premiums for insurance of the payment of Bonds, financing charges, accrued interest with respect to the initial investment of proceeds of Bonds and any other costs, charges or fees in connection with the original issuance of Bonds.

“Council” means the City Council of the City of Columbia, South Carolina.

“Debt Service” means, with respect to each Series of Bonds and with respect to any particular Fiscal Year, the aggregate of the amounts to be paid or set aside (or estimated to be required to be paid or set aside) in the applicable Debt Service Fund in such Fiscal Year for the payment of the principal of, redemption premium, if any, and interest (to the extent not capitalized) on such Series of Bonds; provided, further, that in the case of Bonds which have been or will be issued as taxable obligations, for which the City has or will be entitled to receive a payment that effectively reduces the City’s debt service payment obligation therefore (including but not limited to Build America Bonds (“BABs”) issuable pursuant to the authority of the American Recovery and Reinvestment Act of 2009 (“ARRA”)), the amount to be paid or set aside in the applicable Debt Service Fund in each Fiscal Year for such payment of Debt Service will be reduced by the payment that the City has or will be entitled to receive for such purpose.

“Debt Service Fund” means the funds of that name established pursuant to the General Bond Ordinance and so designated pursuant to a supplemental ordinance to provide for the payment of the principal of and interest on the respective Series of Bonds issued pursuant to the General Bond Ordinance as the same respectively become due and payable.

“Debt Service Reserve Fund” means the funds, if any, of that name established pursuant to the General Bond Ordinance and so designated pursuant to a supplemental ordinance.

“Default” or “Event of Default” means any of those defaults specified in and defined as such under the General Bond Ordinance, as summarized under the heading “SUMMARY OF ORDINANCE—Events of Default and Remedies—*Events of Default*” herein.

“Depository” means any securities depository that is a “clearing corporation” within the meaning of the New York Uniform Commercial Code and a “clearing agency” registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934, as amended, operating and maintaining, with its Participants or otherwise, a book-entry system to record ownership of beneficial interests in the 2019 Bonds, and to effect transfers of the 2019 Bonds, in book-entry only form, and includes and means initially The Depository Trust Company (a limited purpose trust company), New York, New York.

“Depreciation Fund” means the fund of that name established pursuant to the General Bond Ordinance.

“Eleventh Supplemental Ordinance” means the Eleventh Supplemental Ordinance No. 2016-046 of the Council enacted on September 6, 2016.

“Expenses of Operating and Maintaining the System” means the costs and expenses of operating and maintaining the System in good repair and working order including wages, salaries, costs of materials and supplies, costs of routine repairs, renewals, replacements or alterations occurring in the normal course of business, the reasonable fees and charges of any Paying Agents and Registrars of any Bonds issued pursuant to the General Bond Ordinance or any supplemental ordinance thereto, the costs of any audit required by the General Bond Ordinance and the premium for all insurance required with respect to the System. Except as it may otherwise be amended as described under the heading “SUMMARY OF ORDINANCE—Amendments to Ordinance Pursuant to the Eleventh

Supplemental Ordinance” herein, Expenses of Operating and Maintaining the System do not include any allowance for depreciation or renewals or replacements of capital assets of the System and amounts deemed to be payments in lieu of taxes or other equity transfers.

“Fiscal Year” means the fiscal year for the System as determined by the Council, initially being the period from July 1 in any year to and including June 30 in the following year.

“General Bond Ordinance” means Ordinance No. 93-43 of the Council of the City authorizing the issuance of Bonds enacted on May 21, 1993, as from time to time amended or supplemented by one or more supplemental ordinances.

“Government Obligations” means any of the following:

- (a) non-callable bonds, notes or direct obligations and general obligations of the United States;
- (b) non-callable, U.S. Treasury Certificates, Notes and Bonds (including State and Local Government Series);
- (c) non-callable, direct obligations of the U.S. Treasury which have been stripped by the U.S. Treasury;
- (d) non-callable, obligations issued by any agency or instrumentality of the United States of America which are backed by the full faith and credit of the United States of America; and
- (e) pre-refunded municipal bonds which are rated “Aaa” by Moody’s or “AAA” by S&P.

“Interest Account” means the account by that name created within each respective Debt Service Fund.

“Interest Payment Date” means February 1 and August 1 of each year commencing ~~August~~February 1, ~~2019~~2020.

“Junior Bonds” means either (a) bonds secured by a pledge of Net Revenues junior and subordinate in all respects to the pledge securing the Bonds or (b) any other obligation or form of indebtedness, including lease purchase obligations secured by Net Revenues after provision has been made for all payments required to be made with respect to the Bonds which obligation or indebtedness may be authorized by an ordinance of Council which is not supplemental to the General Bond Ordinance.

“Maximum Debt Service” means, the highest aggregate principal and interest requirements (to the extent not capitalized) on the Bonds then Outstanding during any Fiscal Year. With respect to any Series of Variable Rate Indebtedness, for purposes of determining Maximum Debt Service the following methods will determine the interest rate to be used:

(a) in case of determining the Reserve Fund Requirement, the interest rate will be equal to the lesser of (i) the 25-Bond Revenue Index published by *The Bond Buyer* no more than two (2) weeks prior to, but in no event after, the sale of the series of Bonds to which the Reserve Fund Requirement in question applies, or (ii) the maximum interest rate allowable on such Variable Rate Indebtedness; and

(b) in the case of determining the Maximum Debt Service for purposes of the provisions of the Ordinance described in paragraph (C) under the heading “SUMMARY OF ORDINANCE—Additional Bonds—*Parity Obligations*” herein, the interest rate on Variable Rate Indebtedness will be equal to the initial interest rate as established or in effect with respect thereto on the date thereof;

provided, however, that if the 25-Bond Revenue Index referred to in (a) above is no longer published, any reasonably equivalent nationally recognized index published for the periods in question may be selected by the City for use in its stead; provided, further, that in the case of Bonds which have been or will be issued as taxable obligations, for which the City has or will be entitled to receive a payment that effectively reduces the City’s debt service payment obligation therefore (including but not limited to BABs issuable pursuant to the authority of the ARRA), the highest aggregate principal and interest requirements for such Bonds during any Fiscal Year will be reduced by the payment that the City has or will be entitled to receive therefor.

“Moody’s” means Moody’s Investors Service, Inc., and its successor.

“Net Revenues” means the Revenues of the System after deducting the Expenses of Operating and Maintaining the System.

“Ordinance” means the General Bond Ordinance and the Thirteenth Supplemental Ordinance.

“Outstanding,” when used with respect to any Bond, have the construction given to such word pursuant to the defeasance provisions of the General Bond Ordinance; i.e., a Bond is not Outstanding if such Bond is not, or would not be, at the time, deemed to be Outstanding by reason of the operation and effect of such provisions.

“Parity Bonds” means the Bonds of 2009, the Bonds of 2010, the Bonds of 2011, the Bonds of 2012, the Bonds of 2013, the Bonds of 2016 and the Bonds of 2018.

“Participant” means any bank, brokerage house or other financial institution for which, from time to time, the Depository effects book-entry transfers and pledges of securities deposited with the Depository.

“Paying Agent” means for each Series of Bonds the respective paying agent or paying agents appointed pursuant to the supplemental ordinance authorizing such Bonds. With respect to the 2019 Bonds, the initial Paying Agent is Regions Bank, which also serves as the custodian of the 2018 Debt Service Fund.

“Permitted Investments” means (a) any one or more of the investments now or hereafter permitted by Section 6-5-10, Code of Laws of South Carolina 1976, as amended and in effect from time to time, or any authorization relating to the investment of City funds; and (b) the South Carolina Pooled Investment Fund or similar State administered pool investment fund.

“Principal Account” means the account by that name created within each respective Debt Service Fund.

“Project” means any and all replacements, enlargements, improvements, extensions, additions and betterments to the System, and all appurtenances, facilities, lands, rights in land, water rights, franchises and structures in connection therewith or incidental thereto, and any other project which may be financed through the issuance of bonds under the Act, including the acquisition of any system which is combined with or consolidated into the System pursuant to law.

“Record Date” means with respect to any Series of Bonds the fifteenth (15th) day (whether or not a business day) of the calendar month immediately preceding an interest payment date or such other day as may be provided in the supplemental ordinance authorizing the issuance of such Series of Bonds.

“Registrar” means for any Series of Bond, the respective bank, trust company, depository or transfer agent appointed as registrar pursuant to the supplemental ordinance authorizing such Series of Bonds. With respect to the 2019 Bonds, the initial Registrar is Regions Bank.

“Reserve Fund Requirement” means, as of the date of calculation, the debt service reserve fund requirement, if any, established pursuant to a supplemental ordinance authorizing the issuance of a Series of Bonds.

“Revenues” means all fees, tolls, rates, rentals and other charges to be levied and collected in connection with and all other income and receipts of whatever kind or character derived by the City from the operation of the System or arising from the System excluding the receipts, income, revenues, fees and other charges derived from the operation of Special Facilities.

“S&P” means S&P Global Ratings and its successors and assigns.

“Series” or “Series of Bonds” or “Bonds of Series” means all Bonds designated as being of the same series issued and delivered on original issuance in a simultaneous transaction, and any Bonds thereafter delivered in lieu thereof or in substitution therefore pursuant to the General Bond Ordinance.

“Series 2009 Swap” means the interest rate swap transaction entered into between the City and the Swap Counterparty, related to the Bonds of 2009.

“Special Facilities” means any Project, the revenues and expenses resulting from the operation of which can be segregated from the revenues and expenses of the System and which the City designates as such pursuant to ordinance of Council.

“State” means the State of South Carolina.

“Swap Counterparty” means JPMorgan Chase Bank, N.A., as the provider of the Series 2009 Swap.

“System” means the existing Waterworks and Sewer System of the City, as the same is now constituted, all properties, real and personal, and matters and things used or useful in the maintenance, operation or functioning thereof, all apparatus and equipment used in connection therewith, and all replacements, enlargements, improvements, extensions, additions, and betterments thereto that may be made thereto at any time hereafter, including any Project, and any other public utility system with which the System may hereafter be combined pursuant to ordinance of Council.

“Thirteenth Supplemental Ordinance” means the Thirteenth Supplemental Ordinance No. 2019-[] of the Council enacted on May [], 2019.

“Underwriters” means PNC Capital Markets LLC and Raymond James & Associates Inc., on behalf of themselves and as representatives of Siebert Cisneros Shank & Co., L.L.C.

“Variable Rate Indebtedness” means indebtedness in the form of Bonds the interest rate on which is not established at a fixed or constant rate at the time such indebtedness is incurred.

SUMMARY OF ORDINANCE

Operation and Maintenance

The City has covenanted that adequate provision will be made for the Expenses of Operating and Maintaining the System, and that the Revenues derived from the System will be first used to make provision for the Expenses of Operating and Maintaining the System to keep the System in good repair and working order. The City has further covenanted and agreed it will at all times operate the System properly and in an efficient and economical manner and will maintain, preserve and keep the same with the appurtenances and every part and parcel thereof in good repair, working order and condition, and will from time to time make all necessary and proper repairs and replacements so that at all times the operation of the System may be properly and advantageously conducted.

Security for and Payment of the Bonds

The Bonds, together with the interest thereon, are payable solely from and secured equally and ratably by a lien upon the Net Revenues of the System. The Net Revenues are irrevocably pledged in the General Bond Ordinance to the payment of the principal of, premium, if any, and interest on the Bonds.

The Bonds will be on a parity with respect to the pledge and lien on the Net Revenues of the System inter sese, but not with respect to the particular Debt Service Fund or Debt Service Reserve Fund created for the benefit of the Holders of the Bonds of a Series, notwithstanding, that they may be in different form, and bear different dates, interest rates, number, date of issuance or date of execution; and in all such instances, the pledge of Net Revenues made under the General Bond Ordinance, and the covenants and remedies thereby granted will be applicable and available to the Holders of such Bonds. The pledge of and lien upon Net Revenues securing the 2019 Bonds (and any other Bonds) is senior to the pledge and lien on Net Revenues securing the City’s obligations under the Series 2009 Swap or any Junior Bonds or any other charges, liens or encumbrances on the Net Revenues of the System, as contemplated by the provisions of the General Bond Ordinance described under the subheading “Funds Created Under General Bond Ordinance—*Application of Remaining Revenues*” herein.

The Bonds do not constitute an indebtedness of the City within any State Constitutional provision (other than Article X, Section 14, Paragraph 10 of the South Carolina Constitution authorizing obligations payable solely from special sources not involving revenues from any tax or license) or statutory limitation and will never constitute or give rise to a pecuniary liability of the City or a charge against its general credit or taxing power. The full faith, credit and taxing powers of the City are not pledged to the payment of the principal of and interest on the Bonds.

The covenants and agreements set forth in the General Bond Ordinance to be performed by the City are for the equal and proportionate benefit, security and protection of all Holders of the Bonds without preference, priority or distinction as to payment or security or otherwise (except as to maturity) of any of the Bonds for any reason or cause whatsoever, except as expressly provided in the General Bond Ordinance or in the Bonds, and, except as aforesaid, all Bonds will rank pari passu and will be secured equally and ratably thereunder without discrimination or preference whatsoever.

Creation and Flow of Funds

Creation of Funds and Order of Payment

The following are the funds and accounts created and established by the General Bond Ordinance:

- (i) Debt Service Fund to be held by the City, including an Interest Account and Principal Account.
- (ii) Debt Service Reserve Fund, if any, to be held by the City.

Pursuant to the provisions of the General Bond Ordinance described under the heading “Funds Created Under General Bond Ordinance—*Contingent Fund and Depreciation Fund*” herein, the General Bond Ordinance established the Contingent Fund and the Depreciation Fund. For the avoidance of doubt, (a) the designation of the Contingent Fund and the Depreciation Fund in and by the General Bond Ordinance will not be construed to require the establishment of any completely independent, self-balancing fund as such term is commonly defined and used in governmental accounting, but rather is intended solely to constitute an earmarking of the Revenues and assets of the System for certain purposes and to establish certain priorities for application of such Revenues and assets as provided in the General Bond Ordinance, and (b) the cash required to be accounted for in each of the foregoing funds established pursuant to the General Bond Ordinance may be deposited in a single bank account, provided that adequate accounting records are maintained to reflect and control the restricted allocation of the cash in and deposited therein for the various purposes of such funds as provided in the General Bond Ordinance.

One or more accounts may, by direction of the City or by the terms of a supplemental ordinance, be established within any of the above funds. It is intended by the General Bond Ordinance that the funds created thereby (other than the Construction Fund) will remain in existence for so long a time as any sum remains due and payable by way of principal of and interest on the Bonds, and that deposits and withdrawals therefrom be made in the manner prescribed by the General Bond Ordinance and in the order of priority therein set forth.

So long as any of the Bonds are Outstanding, the Revenues of the System will be applied at the times, in the amounts and for the purposes as provided or permitted by the General Bond Ordinance, and in the following order of priority:

First, provision will be made for the payment of Expenses of Operating and Maintaining the System;

Second, there will be transferred into the respective Debt Service Funds, the amounts required by the General Bond Ordinance or any supplemental ordinance thereto;

Third, there will be transferred into the respective Debt Service Reserve Funds, if any, the amounts required by the General Bond Ordinance or any supplemental ordinance thereto;

Fourth, provision will be made for the payment of any Junior Bonds or to meet any other obligations of the City which are charges, liens or encumbrances upon the Revenues of the System junior and subordinate to the lien on Net Revenues securing the Bonds (including but not limited to termination payments under the Series 2009 Swap

and the payment of interest on amounts advanced by the provider of any surety bond, insurance policy or letter of credit), as described in the General Bond Ordinance;

Fifth, there will be transferred into the Contingent Fund and the Depreciation Fund the amounts required by the General Bond Ordinance; and

Sixth, the remaining Revenues will be disposed of as provided in the General Bond Ordinance;

The Debt Service Fund, the Debt Service Reserve Fund and the Construction Fund or any one or more of such funds, may at the option of the City be held by a bank, a trust company, a national banking association or a national association as Custodian under the General Bond Ordinance or a supplemental ordinance thereto.

Funds Created Under General Bond Ordinance

Debt Service Fund

The respective Debt Service Funds are intended to provide for the payment of the principal of, redemption premium, if any, and interest on each Series of Bonds as the same respectively fall due. Payments into such Funds will be made in the manner prescribed by the General Bond Ordinance and all moneys in the respective Debt Service Funds will be used solely to pay the principal of, redemption premium, if any, and interest on the respective Series of Bonds, and for no other purpose, and withdrawals therefrom will be made only to effect payment of the principal of, redemption premium, if any, and interest on the respective Series of Bonds. Earnings on investments in the Debt Service Fund, including the accounts therein, will be added to and become a part of such respective Funds and the accounts therein.

There will be transferred from the Revenues of the System into the Debt Service Fund sufficient moneys so as to comply with the provisions described below for the payment of the Bonds then Outstanding.

(a) There will be established and maintained, for the purpose of paying the interest on the respective Series of Bonds as the same becomes due and payable, an Interest Account in the respective Debt Service Funds. Not later than the fifth day preceding an interest payment date (or if such fifth preceding day is not a business day, then on the next preceding business day), the City will transfer for deposit into the respective Debt Service Funds for credit to the Interest Account an amount which will, together with any other funds on deposit from whatever source in the Interest Account of the respective Debt Service Fund, on such date be equal to the installment of interest then falling due on the respective Series of Bonds then Outstanding. In making any of the deposits to the Interest Account described in this paragraph, consideration will be given to and allowance made for accrued interest received upon delivery of each Series of Bonds to the initial purchasers and for any other credits otherwise made to the Interest Account.

(b) There will be established and maintained, for the purpose of paying the principal of the Bonds as it becomes due, whether at maturity or by mandatory sinking fund redemption, a Principal Account in the respective Debt Service Funds. Not later than the fifth day preceding any principal payment date or mandatory sinking fund redemption date on any Bond (or if such fifth preceding day is not a business day, then on the next preceding business day), the City will transfer into the respective Debt Service Funds to the credit of the Principal Account an amount which will, together with any other funds on deposit from whatever source in the Principal Account of the Debt Service Fund, provide sufficient funds to pay the aggregate amount of the principal of Bonds coming due on such principal payment date or mandatory sinking fund redemption date. In making any of the deposits to the Principal Account described in this paragraph, consideration will be given to and allowance made for any other credits otherwise made to the Principal Account.

(c) If, on the dates when the payments required by paragraphs (a) and (b) above are to be made, the payments required by said paragraphs (a) and (b) will be less than the sum required to be transferred to a Debt Service Fund to effect the payment of succeeding installment of principal or interest, or both, as the case may be, moneys in the applicable Debt Service Reserve Fund, if any, equal to such deficiency will be added to the payment to be made pursuant to said paragraphs (a) and (b).

Moneys in the respective Debt Service Funds will be used and applied solely to the payment of the interest on and the retirement of principal of and redemption premium, if any, on the respective Series of Bonds and will be used and applied in accordance with the provisions of the General Bond Ordinance. The moneys paid into the respective Debt Service Funds will be held by the City in trust solely for the purpose of paying the interest on and the retirement of the principal of and redemption premium, if any, on the respective Series of Bonds and withdrawals from such Funds will be made in order to transfer such moneys to the Paying Agent for the respective Series of Bonds. Such withdrawals will be made so that the necessary moneys will be available to the Paying Agent not later than one (1) business day prior to the day on which principal or interest or both, and redemption premium, if any, as the case may be, are payable on the Bonds.

Moneys held for the credit of the respective Debt Service Funds will be invested, to the fullest extent practicable and reasonable, in Permitted Investments which will mature prior to the respective dates when the moneys held for the credit of such Fund will be required for the purpose intended.

Debt Service Reserve Fund

A supplemental ordinance to the General Bond Ordinance may, but is not required to, provide for the establishment of a Debt Service Reserve Fund for any Series of Bonds. Each Debt Service Reserve Fund will, subject to certain provisions of the General Bond Ordinance, be maintained in an amount equal to the applicable Reserve Fund Requirement, as determined pursuant to a supplemental ordinance, and in the manner determined pursuant to such supplemental ordinance, so long as the applicable Series of Bonds is Outstanding. Each such Debt Service Reserve Fund is intended to insure the timely payment of the principal of and interest on the applicable Series of Bonds and to provide for the redemption of such Series of Bonds prior to their stated maturities. The respective Debt Service Reserve Funds will be kept on deposit with the City, and withdrawals therefrom will be made for the purposes provided in the General Bond Ordinance. **No Debt Service Reserve Fund will be established for or funded with the proceeds of the 2019 Bonds.**

Moneys in each Debt Service Reserve Fund will be used for the following purposes, and for no other:

- (a) to prevent a Default in the payment of the principal of or interest on the applicable Series of Bonds, by reason of the fact that moneys in the applicable Debt Service Fund are insufficient for such purposes;
- (b) to pay the principal of, interest on, and redemption premium, if any, of the applicable Series of Bonds in the event that all Outstanding Bonds of such Series be redeemed as a whole;
- (c) to effect partial redemption of the applicable Series of Bonds, provided that such redemption be undertaken in accordance with the provisions of the General Bond Ordinance permitting a partial redemption of the applicable Series of Bonds and the balance remaining in the applicable Debt Service Reserve Fund following such partial redemption will not be less than the Reserve Fund Requirement; and
- (d) to effect the retirement of a Series of Bonds through purchase under the conditions prescribed in the General Bond Ordinance.

Whenever the market value (determined as of the evaluation date specified in the General Bond Ordinance) of the cash and securities in the applicable Debt Service Reserve Fund exceeds the applicable Reserve Fund Requirement, such excess may be used at the direction of the City (i) to repurchase and retire the applicable Series of Bonds at prices not exceeding the call price first to become available or then prevailing or (ii) to be considered Revenues or, (iii) at the option of the City, to be transferred to the Construction Fund during the period of construction or acquisition of a Project. Purchases of Bonds will be effected by the City through the Paying Agent, and whenever Bonds have been purchased pursuant to this authorization, it will be the duty of the Paying Agent to cancel and destroy such Bonds and to deliver certificates evidencing such act to the City.

Whenever the aggregate value of cash and securities in a Debt Service Reserve Fund is less than the applicable Reserve Fund Requirement, there will be deposited in such Debt Service Reserve Fund that amount which, together with equal, successive, monthly deposits in the same amount, will restore the value of cash and securities in such Debt Service Reserve Fund to the applicable Reserve Fund Requirement during the succeeding 12 months.

If the City obtains a surety bond, insurance policy or letter of credit in substitution for moneys deposited to the applicable Debt Service Reserve Fund as may be permitted under the applicable supplemental ordinance, excess moneys will be transferred to the applicable Construction Fund, or if one does not exist, be considered Revenues.

Moneys in the respective Debt Service Reserve Funds established by the General Bond Ordinance will be invested, to the fullest extent practicable, in Permitted Investments, maturing at such times and in such amounts as are required to provide moneys to make the payments required to be made from such funds.

Application of Remaining Revenues

After making payment for the Expenses of Operating and Maintaining the System, and after making payments on the Bonds, the Revenues of the System will then be used first for the payment of Junior Bonds or to meet any other obligations of the City which are or which will become charges, liens or encumbrances upon the Revenues of the System; second to make such deposits to the Contingent Fund as required by the General Bond Ordinance to provide for adequate funds for improvements to the System and build up a proper reserve against contingencies and to the Depreciation Fund as required by the General Bond Ordinance to build up a proper reserve for depreciation of the System; and third as the Council will from time to time determines to be in the best interest of the City.

Contingent Fund and Depreciation Fund

The General Bond Ordinance establishes a Contingent Fund and a Depreciation Fund.

The City will deposit from time to time (at least on a monthly basis) into the Contingent Fund and the Depreciation Fund the amounts determined in the Annual Budget prepared for the System. Moneys in the Contingent Fund will be used to build up a reasonable reserve for improvements, betterments, and extensions to the System, other than those necessary to maintain the System in good repair and working order, and moneys in the Depreciation Fund will be used to build up a reserve for the depreciation of the System and used for the purpose of restoring or replacing depreciated or obsolete items of the System.

Moneys in the Contingent Fund and the Depreciation Fund will be held by the City in accordance with the General Bond Ordinance, and may be invested in Permitted Investments. Withdrawals from the Contingent Fund and the Depreciation Fund may be made by an authorized representative of the City.

Rates and Charges

The City has covenanted and agreed in the General Bond Ordinance to operate the System in an efficient and economical manner and establish, levy, maintain, revise and collect such fees, rates and other charges for the use of the services and facilities furnished by the System as may be necessary or proper, which fees, rates, and other charges, together with other Revenues and other available moneys, will at all times be at least sufficient after making due and reasonable allowances for contingencies and for a margin of error in estimates to provide an amount equal to (a) 100% of the amounts required to pay Expenses of Operating and Maintaining the System for the then current Fiscal Year; (b) 110% of the amounts required to be deposited into each Debt Service Fund for the then current Fiscal Year; (c) 100% of the amounts required to be deposited into each Debt Service Reserve Fund for the then current Fiscal Year; (d) 100% of the amounts required to provide for payment of any Junior Bonds for the then current Fiscal Year; and (e) the amounts necessary to comply in all respects with the terms of the General Bond Ordinance or any other contract or agreement with the Holder of a Bond; provided, further, that for purposes of determining the amounts required to be deposited into a Debt Service Fund pursuant to clause (b), to provide for payment of Junior Bonds pursuant to clause (d) or otherwise as provided in clause (e) described above, in the case of Bonds or Junior Bonds which have been or will be issued as taxable obligations, for which the City has or will be entitled to receive a payment that effectively reduces the City's debt service payment obligation therefor (including but not limited to BABs issuable pursuant to the authority of the ARRA), the debt service requirements for such Bonds or Junior Bonds will be reduced by the payment that the City has or will be entitled to receive therefor.

Additional Bonds

Parity Obligations

Anytime and from time to time, one or more Series of Additional Bonds (exclusive of bonds issued to refund Bonds) may be issued by a supplemental ordinance for such purposes as may be permitted by the Act upon compliance with the provisions of the General Bond Ordinance in such principal amounts as may be determined by the Council for the purpose of paying all or part of the Costs of Acquisition and Construction of one or more Projects, upon compliance with the following conditions:

- A. There will be executed a certificate of the Finance Director, City Manager or chief administrative official of the City stating (i) either (a) that no default exists in the payment of the principal of, premium, if any, or interest on the Junior Bonds and no Default exists in the payment of the principal of, premium, if any or interest on the Bonds, and all mandatory sinking fund redemptions, if any, required to have been made have been made, or (b) that the application of the proceeds of sale of the Series of Additional Bonds to be issued as required by the supplemental ordinance authorizing their issuance will cure any such default or Default or permit such redemptions; and (ii) either (a) that to the best of his or her knowledge, the City is not in Default in the performance of any other of its covenants and agreements contained in the General Bond Ordinance, or (b) setting forth the circumstances of each such Default known to him or her.
- B. If a certificate executed pursuant to the provisions of the General Bond Ordinance described in part (A) above should disclose a default or Default, there will be filed with the City an opinion of Bond Counsel that, in the case of any default or Default disclosed in a certificate filed pursuant thereto, each such default or Default does not deprive the Bondholders of the security afforded by the General Bond Ordinance, as amended and supplemented, in any material aspect.
- C. For the issuance of Additional Bonds to finance the Cost of Acquisition and Construction, or a portion thereof, of any Project, there will be delivered a report, which report is not required to be based upon the latest audit of the City, from the City Manager or Finance Director of the City, an Accountant or a Consulting Engineer stating that the amount of Net Revenues of the System for any consecutive twelve (12) month period out of the last twenty-four (24) month period ("Test Period") is not less than one hundred thirty percent (130%) of the sum of the Maximum Debt Service on the Bonds to be Outstanding after the issuance of such Additional Bonds for any succeeding Fiscal Year, provided the amount of Net Revenues for any such twelve (12) month period may be adjusted by adding the following:
 - (1) in case the rates and charges for the services furnished by the System will have been revised and such revised rates and charges will have gone into effect prior to the delivery of the Additional Bonds proposed to be issued, the additional amount of Net Revenues which would have been realized during the Test Period if such rates and charges had been in effect during such Test Period as determined by a Consulting Engineer or an Accountant, and
 - (2) in case an existing sewer system, existing water system or any other public utility system is to be acquired and combined or made a part of the System from the proceeds of the Additional Bonds proposed to be issued, the additional amount of Net Revenues which would have been realized during the Test Period if such existing system or systems to be acquired had been a part of the System during such Test Period (which computation of the additional amount of Net Revenues will be based upon the method of computing Net Revenues under the General Bond Ordinance and approved by a Consulting Engineer or an Accountant).
- D. Such Additional Bonds will be issued to secure funds to defray the Cost of Acquisition and Construction of a Project; or to refund Junior Bonds, or any notes, bonds or other obligations issued to finance or to aid in financing the acquisition, construction, improvement, enlargement or

repair of the System or another enterprise combined with the System.

- E. The supplemental ordinance to the General Bond Ordinance authorizing such Additional Bonds may provide for the funding of the Debt Service Reserve Fund with respect to such Series of Bonds in the amount of the Reserve Fund Requirement, if any, with respect to such Series of Bonds.

Without complying with the provisions of the General Bond Ordinance described in the first paragraph under this subheading “*Parity Obligations*” except as otherwise provided in the General Bond Ordinance, the City by means of a supplemental ordinance to the General Bond Ordinance enacted in compliance with the provisions of the Act and any other statutory provisions authorizing the issuance of revenue refunding bonds, including advance refunding bonds, may issue refunding Bonds under the provisions of the General Bond Ordinance as follows:

- A. Additional Bonds may be issued for the purpose of refunding (including by purchase) at any time within one year prior to maturity or prior to any sinking fund installment due date, the Bonds maturing on such date (or an amount of Bonds subject to redemption from such sinking fund installments not in excess of the amount of Bonds required to be redeemed on such due date) for the payment of which sufficient Revenues are not available. Any Additional Bonds issued for such purpose will mature (or sinking fund installments therefor will commence) not earlier than the latest stated maturity of any Bond not then refunded to be Outstanding after such refunding.
- B. Additional Bonds may be issued at any time for the purpose of refunding (including by purchase) Bonds, including amounts to pay principal, redemption premium and interest to the date of redemption (or purchase) of the Bonds and the Costs of Issuance; provided that (i) the Debt Service on all Bonds to be Outstanding after the issuance of the proposed Series of refunding Bonds will not be greater than would have been the Debt Service on all Bonds not then refunded and the Bonds to be refunded or (ii) the requirements of the provisions of the General Bond Ordinance described in parts (A), (B), (C) and (E) of the preceding paragraph are met with respect to the refunding Bonds.

Junior Bonds

The City may at any time issue Junior Bonds in such amount as it may from time to time determine, payable from the Revenues, provided that such Junior Bonds are issued to secure funds to defray the cost of improving, extending, enlarging, or repairing the System, some part thereof, including the acquisition of any system which may be combined with or consolidated into the System pursuant to law, or to refund Bonds, Junior Bonds, or any notes, bonds or other obligations issued to finance or to aid in financing the acquisition, construction or improvement of the System, and provided further that the pledge of Net Revenues securing Junior Bonds is at all times subordinate and inferior to the pledge securing the Bonds.

Special Facilities Bonds

The City also has the right to issue, from time to time, Special Facilities Bonds to defray the costs of acquiring or constructing Special Facilities subject to the following conditions:

- A. The City must determine that the receipts, income, revenues, fees and other charges to be levied and collected in connection with the Special Facilities are at least equal to: (1) the estimated costs of operating and maintaining such Special Facilities; (2) the principal and interest requirements of the Special Facilities Bonds; (3) the amounts to be deposited in any reserve funds with respect thereto; and (4) any other costs and expenses relating to such Special Facilities.
- B. The receipts, income, revenues, fees and other charges derived from the operation of the Special Facilities will be segregated from the Revenues of the System.
- C. The debt service payments and other costs and expenses related to such Special Facilities will not be paid from Revenues of the System.

General Covenants

The City has made several covenants in the General Bond Ordinance (which covenants are also made a part of the supplemental ordinances thereto) including, without limitation, the following:

- A. The City will keep proper books of records and accounts (separate from all other records and accounts) in which complete and correct entries will be made of all transactions relating to the System. A complete financial statement of the System will be prepared within 180 days after the end of each Fiscal Year and will be prepared in accordance with generally accepted accounting principles and audited by an Accountant. The City will cause to be furnished to any Holder of any of the Bonds, who makes written request therefor, a copy of such statement. Such records will be kept in accordance with the standards from time to time prescribed by the Governmental Accounting Standards Board or its successor. The City will cause to be furnished to any Holder of any of the Bonds, who make written request therefor, copies of financial statements certified by an accountant.
- B. The City will not issue any bonds, notes, certificates or other obligations or evidences of indebtedness other than the Bonds or obligations authorized or permitted by the General Bond Ordinance secured by a pledge of the Net Revenues, and it will not create or cause to be created any lien or charge on the Revenues other than the liens and charges created or permitted to be created pursuant to the General Bond Ordinance, and no part of the System will be sold, mortgaged, leased or otherwise disposed of or encumbered; provided, however, the City may from time to time permanently abandon the use of, sell, trade or lease any property forming a part of the System, but only if there is filed with the Clerk of the City prior to such abandonment, sale or lease a certificate, signed by the City Manager, stating:
 - (1) that the City is not then in Default in the performance of any of the covenants, conditions, agreements or provisions contained in the General Bond Ordinance, and
 - (2) that the Net Revenues for the preceding Fiscal Year, after giving effect to such abandonment, sale or lease and any replacement and after adjustment to reflect the moneys which would have been received if the rate schedule in effect on the date of such certificate had been in effect throughout such Fiscal Year, are not less than 100% of the Debt Service for any Fiscal Year thereafter. Amounts received from any such sale or disposition will be considered Revenues of the System.
- C. The City will make provision to maintain adequate insurance (including self-insurance) on the works, plants, facilities and properties comprising the System against the risks, accidents or casualties, of the kinds and in at least the amounts which are usually and customarily carried on similar plants, properties and systems which are owned and operated by a public or municipal corporation, including without limiting the generality of the foregoing, fire, extended coverage, general liability and workmen's compensation, and also all additional insurance covering such risks as may be deemed necessary or desirable by the City or recommended by a competent independent engineer or other advisor employed for the purpose of making such recommendations.
- D. The City will not furnish free service by the System to the City or to any agency, instrumentality or person. The reasonable costs and value of any services of the System rendered to the City through the operation of the System will be charged against the City and will be paid as the service accrues from the current funds and such funds, when so paid, will be accounted for in the same manner as other Revenues of the System.
- E. Prior to the beginning of each Fiscal Year, the City will prepare an annual budget for the ensuing Fiscal Year which will set forth in reasonable detail the estimated Revenues and operation and maintenance expenses. The City also may at any time adopt an amended annual budget for the remainder of the then current Fiscal Year.

The City has made several covenants in the Thirteenth Supplemental Ordinance including, without limitation, the following:

- A. The City will not take any action which will, or fail to take any action which failure will, cause interest on the 2019 Bonds to become includable in the gross income of the Holders for federal income tax purposes pursuant to the provisions of the Code and regulations promulgated thereunder in effect on the date of original issuance of the 2019 Bonds. No use of the proceeds of the 2019 Bonds will be made which, if such use had been reasonably expected on the date of issue of the 2019 Bonds would have caused the 2019 Bonds to be “arbitrage bonds,” as defined in the Code; and to that end the City will:
 - (1) 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 2019 Bonds are Outstanding;
 - (2) establish such funds, make such calculations and pay such amounts, if necessary, in the manner and at the times required in order to comply with the requirements of the Code relating to required rebate of certain amounts to the United States; and
 - (3) make such reports of such information at the times and places required by the Code.
- B. The City will comply with and carry out all of the provisions of the Disclosure Dissemination Agent Agreement in the form attached to this Official Statement as Appendix E (“Continuing Disclosure Agreement”) with such changes as may be approved by the Mayor and the City Manager, or either of them acting alone, upon advice of counsel. Notwithstanding any other provision of the General Bond Ordinance or the Thirteenth Supplemental Ordinance, failure of the City to comply with the provisions of the Continuing Disclosure Agreement will not be considered an Event of Default under the General Bond Ordinance or the Thirteenth Supplemental Ordinance.
- C. The City, so long as and to the extent required pursuant to Section 11-1-85, Code of Laws of South Carolina 1976, as amended, will file with a central repository for availability in the secondary bond market when requested:
 - (1) an annual independent audit, within thirty (30) days of the City’s receipt of the audit; and
 - (2) event specific information within thirty (30) days of an event adversely affecting more than five percent (5%) of the Revenues or the City’s tax base.
- D. The only remedy for failure by the City to comply with the Continuing Disclosure Agreement or the covenants of the Thirteenth Supplemental Ordinance described in paragraph C above will be an action for specific performance of the covenant; and failure to comply will not constitute a default or an “Event of Default” under the General Bond Ordinance or the Thirteenth Supplemental Ordinance. The Registrar and the Paying Agent will have no responsibility to monitor the City’s compliance with the Continuing Disclosure Agreement or the covenants included in the provisions of the Thirteenth Supplemental Ordinance described in paragraph C above, and the City has specifically reserved the right to amend or delete its covenants in the Continuing Disclosure Agreement or in the provisions of the Thirteenth Supplemental Ordinance described in paragraph C above to reflect any change in Section 11-1-85 of the Code of Laws of South Carolina 1976, as amended, or federal law, as applicable, without the consent of the Registrar and the Paying Agent or the Registered Holders of any 2019 Bond.

Pursuant to the Eleventh Supplemental Ordinance, the Council adopted the following procedures relating to continuing disclosure for all publicly-traded debt including but not limited to the 2019 Bonds:

- A. The Assistant City Manager for Finance and Economic Services or the equivalent thereto (“Disclosure Representative”) of the City will be responsible for compliance with these written

procedures and for compliance with any continuing disclosure obligations undertaken by the City or imposed upon the City by state or federal law or regulations. The Disclosure Representative is permitted to obtain the assistance of his or her staff and authorized to obtain professional assistance to cause this information to be compiled and provided, but the ultimate responsibility for the dissemination of the information will remain with the Disclosure Representative.

- B. The Disclosure Representative will acquire a clear understanding regarding the City's continuing disclosure obligations. Through participation in professional groups such as the South Carolina Government Finance Officers Association or the South Carolina Financial Concepts and Strategies Institute, the Disclosure Representative will participate in continuing education programs regarding continuing disclosure.
- C. For each issuance of bonds that involves a continuing disclosure obligation, the Disclosure Representative will review such continuing disclosure undertaking and discuss with the City's bond counsel, financial advisor and underwriter, if any, prior to the execution of such continuing disclosure undertaking.

Amendments or Supplements to the Ordinance

The City may, from time to time and without the consent of any Holder of the Bonds enact an ordinance amendatory or supplemental to the General Bond Ordinance (1) to provide for the issuance of Bonds, or (2) (a) to make any amendments or modifications thereto which may be required to permit the General Bond Ordinance to be qualified under the Trust Indenture Act of 1939, as amended; (b) to make any modification or amendment to the General Bond Ordinance not inconsistent therewith required for the correction of language or to cure any ambiguity or defective provisions, omission, mistake or manifest error therein contained; (c) to make any amendments or supplements thereto to grant to or confer upon the Holders additional rights, remedies, power and authority, or to grant to or confer upon any Holders, committee or trustee for the Holders any additional rights, power or authority; or (d) to add to the security of the Holders of the Bonds.

From time to time the Holders of 66-2/3% in principal amount of the Bonds then Outstanding, by an instrument or instruments in writing signed by such Holders and filed with the City, have the power to assent to and authorize any modification or amendment to the provisions of the General Bond Ordinance that may be proposed by the City or of the rights and obligations of the City and of the Holders of Bonds issued under the General Bond Ordinance; and any action authorized to be taken with the assent and authority given as aforesaid of the Holders of 66-2/3% in principal amount of the Bonds at the time Outstanding will be effective and binding upon all of the Holders of Bonds Outstanding and upon the City as fully as though such action were specifically and expressly authorized by the terms of the General Bond Ordinance; provided always, that without the consent of the Holder of each Bond affected thereby, no such modification will be made which will (1) extend the time of payment of principal of or the interest on any Bond, or reduce the principal amount thereof or the rate of interest thereon or the premium payable upon the redemption thereof, or (2) give to any Bond or Bonds any preference over any other Bond or Bonds, or (3) authorize the creation of any pledge prior to or, except as provided in the General Bond Ordinance for the issuance of Series of Bonds, on a parity with the pledge afforded by the General Bond Ordinance, or (4) reduce the percentage in principal amount of the Bonds required to assent to or authorize any such modification to the General Bond Ordinance. For the purpose of computations described by this paragraph, Bonds directly or indirectly owned or controlled by the City will be disregarded.

Any modification or amendment or supplement to the provisions of the General Bond Ordinance or of any ordinance supplemental thereto will be set forth in an ordinance to be enacted by the City.

The provisions of the General Bond Ordinance described above have been amended as described under the heading "Amendments to Ordinance Pursuant to the Eleventh Supplemental Ordinance" herein.

Amendments to Ordinance Pursuant to the Eleventh Supplemental Ordinance

Pursuant to the Eleventh Supplemental Ordinance, the City has amended certain provisions of the General Bond Ordinance, which amendments will become effective on the earlier of: (1) the date on which all the Outstanding

Bonds (other than the Bonds of 2016, 2018 and the 2019 Bonds) cease to be Outstanding; or (2) the date on which the Holders of 66 2/3% in principal amount of the Bonds then Outstanding assent to and authorize such amendment (by their acceptance of the Bonds of 2016, 2018 and the 2019 Bonds when issued, the Holders thereof have or will be deemed to have so assented and authorized such amendment), as follows:

(1) Article IX of the General Bond Ordinance is amended by adding the following text as a new paragraph at the end thereof:

The City expressly authorizes the underwriter or purchaser of any Series of Bonds, or provider of bond insurance for any Series of Bonds, to assent to and consent to such amendments to this General Bond Ordinance as contemplated by this Article in the same manner as the Holders of the Bonds.

(2) The definition of “Expenses of Operating and Maintaining the System” is amended by deleting the last sentence thereof and replacing it with the following text in its entirety:

Expenses of Operating and Maintaining the System shall not include (i) any allowance for depreciation, (ii) any renewals or replacements of capital assets of the System, (iii) any amounts deemed to be payments in lieu of taxes or other equity transfers, (iv) any person-related and other post-employment benefit-related expenses (other than such amounts actually paid) of the System, (v) any payment or amortization of financing expenses, underwriting discounts, call premiums, losses on the extinguishment of debt due to refinancing of the same, and other related and non-recurring expenses resulting from the issuance or refinancing of long term indebtedness, or (vi) any losses on the sale or other disposition of investments or fixed or capital assets.

Events of Default and Remedies

Events of Default

With respect to the Bonds, the following will constitute “Defaults” or “Events of Default:”

- A. If payment of the principal of any Bond, whether at maturity or by proceedings for redemption, by declaration or otherwise, is not made by the City after the same has become due and payable; or
- B. If payment of any installment of interest on any Bond is not made by the City as the same becomes due and payable; or
- C. If the City fails or refuses to comply with the essential provisions of the Act, or fails in the due and punctual performance of any of the covenants, conditions, agreements and provisions contained in the Bonds or in the General Bond Ordinance or in any supplemental ordinance thereto on the part of the City to be performed, and such failure continues for 30 days after written notice specifying such failure and requiring the same to be remedied has been given to the City by the Holders of not less than 20% in principal amount of the Bonds then Outstanding or any trustee or committee therefore; or
- D. If any proceedings are instituted, with the consent or acquiescence of the City, for the purpose of effecting a composition between the City and its creditors and if the claim of such creditors is in any circumstance payable from any of the Revenues or any other moneys pledged and charged in the General Bond Ordinance or any supplemental ordinance thereto for the payment of the Bonds, or any such proceedings are instituted for the purpose of adjusting the claims of such creditors, pursuant to any federal or State statute now or hereafter enacted; or
- E. If an order or decree is entered (1) with the consent or acquiescence of the City, appointing a receiver or receivers of the System or any of the facilities thereof, or (2) without the consent or acquiescence of the City, appointing a receiver or receivers of the System or any of the facilities thereof and if, in either case, such order or decree having been entered is not vacated or discharged

or stayed on appeal within 60 days after the entry thereof; or

- F. If, under the provisions of any law for the relief or aid of debtors, any court of competent jurisdiction assumes custody or control of the System or any of the facilities thereof, and such custody or control is not terminated within 90 days from the date of assumption of such custody or control; or
- G. If the City is for any reason rendered incapable of fulfilling its obligations under the General Bond Ordinance in any material respect.

Subject to the provisions, limitations and conditions of the General Bond Ordinance, insofar as the remedies provided in said provisions are concerned, nothing will prohibit or limit, or be construed as prohibiting or limiting any Holder of a Bond from enforcing the duties of the City, or any of the officers thereof, under any provisions of the General Bond Ordinance by mandamus or other appropriate suit, action or proceeding in any court of competent jurisdiction, even though the failure of the City or any of the officers thereof to perform any such duty may not then constitute an "Event of Default" as defined in the General Bond Ordinance.

Declaration of Principal and Interest as Due

Upon the occurrence of an Event of Default, and at any time thereafter while such Event of Default continues, then and in each and every case the Holders of not less than 25% in principal amount of the Bonds then Outstanding may, by written notice to the City filed in the office of the Clerk of the City, declare the principal of all Bonds then Outstanding, together with all accrued and unpaid interest thereon, if not already due, to be due and payable immediately, and upon any such declaration the same will become and be due and payable immediately, anything contained in the General Bond Ordinance or any supplemental ordinance thereto or in any of the Bonds to the contrary notwithstanding. This provision is also subject, however, to the condition that, if at any time after the principal of the Bonds, together with the accrued and unpaid interest thereon and other moneys secured in the General Bond Ordinance, have been so declared due and payable and before any further action has been taken (other than the making of the above declaration), the principal amount of all Bonds which have matured either according to the maturity date or dates otherwise specified therein (except as a result of such declaration) and all arrears of interest upon all Bonds, except interest accrued but not yet due on said Bonds, have been paid or caused to be paid, and all other Events of Default, if any, which have occurred have been remedied, cured or secured, then and in each and every such case the Holders of 25% in principal amount of the Bonds then Outstanding, by notice in writing delivered to the City, may waive such Default and its consequences and rescind and annul such declaration. No such waiver or rescission or annulment will extend to or affect any subsequent default or impair or exhaust any right or power related to such subsequent Default.

Appointment of a Receiver

Upon the occurrence of an Event of Default described in paragraphs A and B under the sub-caption "Events of Default" above, and at any time thereafter while such default continues, any court of competent jurisdiction may appoint a receiver; provided, however, if application is made by the Holders of not less than 25% in principal amount of the Bonds then Outstanding or any trustee therefore, such court will appoint a receiver. Any receiver so appointed will (a) enter into and upon and take possession of the System, to the exclusion of the City if such court so directs; (b) have, hold, use, operate, manage and control the System as such receiver may deem best; and (c) exercise all rights and powers of the City with respect to the System as the City itself may do. In addition, the receiver will (a) maintain, restore and insure the System and from time to time make all necessary and proper repairs to the System as such receiver may deem expedient; (b) establish, levy, maintain and collect such fees, rentals and other charges in connection with the System as such receiver may deem necessary or proper and reasonable; and (c) collect and receive all Revenues, deposit such Revenues in a separate account and apply such Revenues so collected and received in such manner as the court directs.

Notwithstanding anything contained in the General Bond Ordinance or the Act, such receiver has no power to sell, assign, mortgage or otherwise dispose of any assets of whatever kind or character of the City and useful to the System.

Suits at Law or in Equity and Mandamus

In case any one or more of the Events of Default happens and is continuing, then and in every such case, but subject to the provisions, limitations and conditions of the General Bond Ordinance so far as the remedies provided in said provisions are concerned, the Holder of any Bond at the time Outstanding, or trustee therefore, may, for the equal benefit and protection of all Holders of the Bonds similarly situated,

- (a) by mandamus or other suit, action or proceedings at law or in the equity, enforce such Holder's right against the City and require and compel the City to perform and carry out its duties and obligations under the Act and the General Bond Ordinance, and to perform and carry out its covenants and agreements with the Bondholders;
- (b) by action or suit in equity require the City to account as if such City were the trustee of an express trust;
- (c) by action or suit in equity enjoin any acts or things which may be unlawful or in violation of the rights of the Bondholders; or
- (d) bring suit upon the Bonds.

Remedies Not Exclusive; Effect of Waiver of Default, Effect of Abandonment of Proceedings or Adverse Determination

The Holders from time to time of the Bonds are entitled to all the remedies and benefits of the General Bond Ordinance as are and as will be provided by law, and, subject to the provisions of the General Bond Ordinance, nothing therein will be construed to limit the rights or remedies of any such Holders under any applicable statute that may now exist or be enacted thereafter. No remedy conferred by the Act and the General Bond Ordinance upon any Holder of any Bond is intended to be exclusive of any other remedy, and each and every such remedy will be cumulative and will be in addition to every other remedy and may be exercised without exhausting and without regard to any other remedy conferred by the Act and the General Bond Ordinance or by any other law now or hereafter existing. Every substantive right and remedy conferred upon the Holders of the Bonds may be enforced and exercised from time to time and as often as may be deemed expedient.

No waiver of any default or breach of duty or contract by any Holder of any Bond will extend to or affect any subsequent default or breach of duty or contract, or will impair any rights or remedies thereon. No delay or omission of any Holder of a Bond to exercise any right or power accruing upon any default will impair any such right or power or will be construed to be a waiver of any such default or acquiescence therein.

In case any suit, action or proceeding to enforce any right or exercise any remedy will be brought or taken and then discontinued or abandoned, or will be determined adversely to Holders of the Bonds then and in every such case, the City and such Holders will be restored to their former positions and rights and remedies as if no suit, action or proceeding had been brought or taken.

Restrictions on Bondholder's Action

No Holder of any Bond will have any right to institute any suit, action or proceeding at law or in equity for the enforcement of any provision of the General Bond Ordinance or the execution of any trust under the General Bond Ordinance or for any remedy under the General Bond Ordinance unless such Holder has previously given to the City written notice of the happening of an Event of Default and the Holders of at least 25% in principal amount of the Bonds then Outstanding has filed a written request with the City and has offered the City reasonable opportunity, either to exercise the powers granted in the General Bond Ordinance or by the laws of the State or to institute such action, suit or proceeding in its own name, and unless such Holders has offered to the City adequate security and indemnity against the costs, fees (including reasonable attorneys' fees), expenses and liabilities to be incurred therein or thereby, and the City has refused to comply with such request for a period of 60 days after receipt by it of such notice, request an offer of indemnity, it being understood and intended that no one or more Holders of Bonds has any right in any manner whatever by his or their action to affect, disturb or prejudice the pledge created by the General Bond Ordinance, or to enforce any right under the General Bond Ordinance, except in the manner therein provided; and that all proceedings at law or in equity to enforce any provision of the General Bond Ordinance will be

instituted, had and maintained in the manner provided in the General Bond Ordinance and for the equal benefit of all Holders of the Outstanding Bonds.

Nothing in the General Bond Ordinance or in the Bonds contained will affect or impair the obligation of the City, which is absolute and unconditional, to pay at the respective dates of maturity and places therein expressed the principal of (and redemption premium, if any) and interest on the Bonds to the respective Holders thereof, or affect or impair the right of action, which is also absolute and unconditional, of any Holder to enforce such payment of his Bond.

Application of Revenues and Other Moneys After Default

During the continuance of an Event of Default, all moneys received by the City or any receiver pursuant to any right given or action taken under the provisions of the General Bond Ordinance described in this heading “Events of Default” will, after payment of the costs and expenses of the proceedings resulting in the collection of such moneys and of the fees, expenses and advances incurred or made by the City or any receiver with respect thereto, be deposited in the Debt Service Fund, and all amounts held by the City or any receiver will be applied as follows:

- (a) Unless the principal of all Outstanding Bonds has become or has been declared due and payable:

First: To the payment to the persons entitled thereto of all installments of interest then due on the Bonds in the order of maturity of such installments, and, if the amount available are not sufficient to pay in full any installment or installments maturing on the same date, then to the payment thereof ratably, according to the amounts due thereon to the person entitled thereto, without any discrimination or preference; and

Second: To the payment to the persons entitled thereto of the unpaid principal amounts or redemption premium, if any, of any Bonds which have become due (other than Bonds previously called for redemption in accordance with the provisions hereof), whether at maturity or by call for redemption, in the order of their due dates, and if the amounts available are not sufficient to pay in full all the Bonds due on any date, then to the payment thereof ratably, according to the principal amounts or redemption premium, if any, due on such date, to the persons entitled thereto, without any discrimination or preference.

- (b) If the principal amounts of all Outstanding Bonds have become or have been declared due and payable, to the payment of the principal amounts and interest then due and unpaid upon the Bonds without preference or priority of principal over interest or of interest over principal, of any installment of interest over any other installment of interest, or of any Bond over any other Bond, ratably, according to the amounts due respectively for principal amounts and interest, to the persons entitled thereto without any discrimination or preference.
- (c) If the principal amounts of all Outstanding Bonds have been declared due and payable, and if such declaration thereafter has been rescinded and annulled under the provisions of the General Bond Ordinance, then, subject to the provisions of the General Bond Ordinance described in paragraph (b) herein in the event that the principal amounts of all Outstanding Bonds later becomes due or is declared due and payable, the moneys will be applied in accordance with the provisions of the General Bond Ordinance described in paragraph (a) above.

Whenever moneys are to be applied by the City or any receiver pursuant to the provisions of the Ordinance described under this caption “Application of Revenues and Other Moneys After Default,” such moneys will be applied by it at such times, and from time to time, as the City or any receiver determines, having due regard for the amount of such moneys available for application and the likelihood of additional moneys becoming available for such application in the future. Whenever the City or any receiver applies such moneys, it will fix the date (which will be a Bond payment date unless it deems another date more suitable) upon which such application is to be made and upon such date interest on the principal amounts to be paid on such dates ceases to accrue. The City or any receiver will give such notice as it may deem appropriate of the deposit with it of any such moneys and of the fixing of any such date, and will not be required to make payment to the Holder of any Bond until such Bond is presented to the City or any receiver for appropriate endorsement of any partial payment or for cancellation if fully paid.

Whenever all Bonds and interest thereon have been paid under the provisions of the General Bond Ordinance described under this caption “Application of Revenues and Other Moneys After Default” and all expenses and charges of any receiver have been paid, any balance remaining will be paid to the person entitled to receive the same; if no other person is entitled thereto, then the balance will be paid to the City or as a court of competent jurisdiction may direct.

Defeasance

The obligations of the City under the General Bond Ordinance and the liens, pledges, charges, trusts and the covenants and agreements of the City therein made or provided for, will be fully discharged and satisfied as to any Bond; and, unless or except as otherwise provided in the supplemental ordinance to the General Bond Ordinance providing for the issuance of any Series of Bonds, such Bond or Series of Bonds will no longer be deemed to be Outstanding thereunder when:

- (a) such Bond or Series of Bonds has been purchased by the City and surrendered to the City for cancellation or otherwise surrendered to the City or the Registrar, and is canceled or subject to cancellation by the City or Registrar, or
- (b) payment of the principal of, redemption premium, if any, and interest on such Bond or Series of Bonds, either (i) has been made or caused to be made in accordance with the terms thereof, or (ii) has been provided for by irrevocably depositing with the Paying Agent or such other depository as the City may designate in trust and irrevocably set aside exclusively for such payment, (1) moneys sufficient to make such payment, or (2) Government Obligations maturing as to principal and interest in such amounts and at such times as will ensure the availability of sufficient moneys to make such payment, and all necessary and proper fees, compensation and expenses of the Paying Agent and the Registrar. At such time as a Bond or Series of Bonds is no longer deemed to be Outstanding under the General Bond Ordinance, as aforesaid, such Bond or Series of Bonds will cease to draw interest from the redemption date thereof, and, except for the purposes of any such payment from such moneys or Government Obligations, will no longer be secured by or entitled to the benefits of the General Bond Ordinance.

APPENDIX D
FORMS OF OPINIONS OF CO-BOND COUNSEL

[Letterhead of Burr Forman McNair]

[Letterhead of Johnson, Toal & Battiste, P.A.]

APPENDIX E
FORM OF DISCLOSURE DISSEMINATION AGENT AGREEMENT

FORM OF DISCLOSURE DISSEMINATION AGENT AGREEMENT

This Disclosure Dissemination Agent Agreement (“Disclosure Agreement”), dated as of [], 2019, is executed and delivered by the City of Columbia, South Carolina (“Issuer”) and Digital Assurance Certification, L.L.C., as exclusive Disclosure Dissemination Agent (“Disclosure Dissemination Agent” or “DAC”) for the benefit of the Holders (defined below) of the Bonds (defined below) and in order to provide certain continuing disclosure with respect to the Bonds in accordance with Rule 15c2-12 of the United States Securities and Exchange Commission under the Securities Exchange Act of 1934, as the same may be amended from time to time (“Rule”).

The services provided under this Disclosure Agreement solely relate to the execution of instructions received from the Issuer through use of the DAC system and do not constitute “advice” within the meaning of the Dodd-Frank Wall Street Reform and Consumer Protection Act (“Act”). DAC will not provide any advice or recommendation to the Issuer or anyone on the Issuer’s behalf regarding the “issuance of municipal securities” or any “municipal financial product” as defined in the Act and nothing in this Disclosure Agreement shall be interpreted to the contrary.

SECTION 1. Definitions. Capitalized terms not otherwise defined in this Disclosure Agreement shall have the meaning assigned in the Rule or, to the extent not in conflict with the Rule, in the Official Statement (defined below). The capitalized terms shall have the following meanings:

“Annual Report” means an Annual Report described in and consistent with Section 3 of this Disclosure Agreement.

“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 Repositories.

“Annual Financial Information” means annual financial information as such term is used in paragraph (b)(5)(i) of the Rule and specified in Section 3(a) of this Disclosure Agreement.

“Audited Financial Statements” means the financial statements (if any) of the Issuer for the prior fiscal year, certified by an independent auditor as prepared in accordance with generally accepted accounting principles or otherwise, as such term is used in paragraph (b)(5)(i) of the Rule and specified in Section 3(b) of this Disclosure Agreement.

“Bonds” means the bonds as listed on the attached Exhibit A, with the 9-digit CUSIP numbers relating thereto.

“Certification” means a written certification of compliance signed by the Disclosure Representative stating that the Annual Report, Audited Financial Statements, Voluntary Report, 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, Voluntary Report, Notice Event notice, Failure to File Event notice, Voluntary Event Disclosure or Voluntary Financial Disclosure required to be submitted to the Repositories under this Disclosure Agreement. A Certification shall accompany each such document submitted to the Disclosure Dissemination Agent by the Issuer and include the full name of the Bonds and the 9-digit CUSIP numbers for all Bonds to which the document applies.

“Disclosure Representative” means the Assistant City Manager for Finance and Economic Services or designee, or such other person as the Issuer shall designate in writing to the Disclosure Dissemination Agent from time to time as the person responsible for providing Information to the Disclosure Dissemination Agent.

“Disclosure Dissemination Agent” means Digital Assurance Certification, L.L.C, acting in its capacity as Disclosure Dissemination Agent hereunder, or any successor Disclosure Dissemination Agent designated in writing by the Issuer pursuant to Section 9 hereof.

“Failure to File Event” means the Issuer’s failure to file an Annual Report on or before the Annual Filing Date.

“Force Majeure Event” means: (i) acts of God, war, or terrorist action; (ii) failure or shut-down of the Electronic

Municipal Market Access system maintained by the MSRB; or (iii) to the extent beyond the Disclosure Dissemination Agent's reasonable control, interruptions in telecommunications or utilities services, failure, malfunction or error of any telecommunications, computer or other electrical, mechanical or technological application, service or system, computer virus, interruptions in Internet service or telephone service (including due to a virus, electrical delivery problem or similar occurrence) that affect Internet users generally, or in the local area in which the Disclosure Dissemination Agent or the MSRB is located, or acts of any government, regulatory or any other competent authority the effect of which is to prohibit the Disclosure Dissemination Agent from performance of its obligations under this Disclosure Agreement.

"Holder" means any person (a) having the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any Bonds (including persons holding Bonds through nominees, depositories or other intermediaries) or (b) treated as the owner of any Bonds for federal income tax purposes.

"Information" means, collectively, the Annual Reports, the Audited Financial Statements (if any), the Notice Event notices, the Failure to File Event notices, the Voluntary Event Disclosures and the Voluntary Financial Disclosures.

"MSRB" means the Municipal Securities Rulemaking Board established pursuant to Section 15B(b)(1) of the Securities Exchange Act of 1934.

"Notice Event" means an event listed in Sections 4(a) of this Disclosure Agreement.

"Official Statement" means that Official Statement prepared by the Issuer in connection with its \$[]* Waterworks and Sewer System Revenue Bonds, Series 2019, as listed on Appendix A.

"Voluntary Event Disclosure" means information of the category specified in any of subsections (e)(vi)(1) through (e)(vi)(11) of Section 2 of this Disclosure Agreement that is accompanied by a Certification of the Disclosure Representative containing the information prescribed by Section 7(a) of this Disclosure Agreement.

"Voluntary Financial Disclosure" means information of the category specified in any of subsections (e)(vii)(1) through (e)(vii)(9) of Section 2 of this Disclosure Agreement that is accompanied by a Certification of the Disclosure Representative containing the information prescribed by Section 7(b) of this Disclosure Agreement.

SECTION 2. Provision of Annual Reports.

(a) The Issuer shall provide, annually, an electronic copy of the Annual Report and Certification to the Disclosure Dissemination Agent, not later than 30 days prior to the Annual Filing Date. Promptly on receipt of an electronic copy of the Annual Report and the Certification, the Disclosure Dissemination Agent shall provide an Annual Report to the MSRB not later than February 1 following the end of each fiscal year of the Issuer, commencing with the fiscal year ending June 30, 2019. Such date and each anniversary thereof is the Annual Filing Date. The Annual Report may be submitted as a single document or as separate documents comprising a package, and may cross-reference other information as provided in Section 3 of this Disclosure Agreement.

(b) If on the fifteenth (15th) day prior to the Annual Filing Date, the Disclosure Dissemination Agent has not received a copy of the Annual Report and Certification, the Disclosure Dissemination Agent shall contact the Disclosure Representative by telephone and in writing (which may be by e-mail) to remind the Issuer of its undertaking to provide the Annual Report pursuant to Section 2(a). On such reminder, the Disclosure Representative shall either (i) provide the Disclosure Dissemination Agent with an electronic copy of the Annual Report and the Certification) no later than two (2) business days prior to the Annual Filing Date, or (ii) instruct the Disclosure Dissemination Agent in writing that the Issuer will not be able to file the Annual Report within the time required under this Disclosure Agreement, state the date by which the Annual Report for such year will be provided and instruct the Disclosure Dissemination Agent that a Notice Event as described in Section 4(a)(12) has occurred and to immediately send a notice to the MSRB in substantially the form attached as Exhibit B, accompanied by a cover sheet completed by the Disclosure Dissemination Agent in the form set forth in Exhibit C-1.

(c) If the Disclosure Dissemination Agent has not received an Annual Report and Certification by 6:00 p.m. Eastern time on Annual Filing Date (or, if such Annual Filing Date falls on a Saturday, Sunday or holiday, then the first business day thereafter) for the Annual Report, a Failure to File Event shall have occurred and the Issuer irrevocably directs the Disclosure Dissemination Agent to immediately send a notice to the MSRB in substantially the form attached as Exhibit B without reference to the anticipated filing date for the Annual Report, accompanied by a cover sheet completed by the Disclosure Dissemination Agent in the form set forth in Exhibit C-1.

(d) If Audited Financial Statements of the Issuer are prepared but not available prior to the Annual Filing Date, the Issuer shall provide in a timely manner an electronic copy of the Issuer's unaudited financial statements to the Disclosure Dissemination Agent and shall, within a reasonable time of when the Audited Financial Statements are available, provide in a timely manner an electronic copy to the Disclosure Dissemination Agent, accompanied by a Certificate, for filing with the MSRB.

(e) The Disclosure Dissemination Agent shall:

- (i) verify the filing specifications of the MSRB each year prior to the Annual Filing Date;
- (ii) on receipt, promptly file each Annual Report received under Sections 2(a) and 2(b) with the MSRB;
- (iii) on receipt, promptly file each Audited Financial Statement received under Section 2(d) with the MSRB;
- (iv) on receipt, promptly file the text of each Notice Event received under Sections 4(a) and 4(b)(ii) with the MSRB, identifying the Notice Event as instructed by the Issuer pursuant to Section 4(a) or 4(b)(ii) (being any of the categories set forth below) when filing pursuant to Section 4(c) of this Disclosure Agreement:
 - 1. Principal and interest payment delinquencies;
 - 2. Non-Payment related defaults, if material;
 - 3. Unscheduled draws on debt service reserves reflecting financial difficulties;
 - 4. Unscheduled draws on credit enhancements reflecting financial difficulties;
 - 5. Substitution of credit or liquidity providers, or their failure to perform;
 - 6. Adverse tax opinions, IRS notices or events affecting the tax status of the security;
 - 7. Modifications to rights of securities holders, if material;
 - 8. Bond calls, if material, and tender offers;
 - 9. Defeasances;
 - 10. Release, substitution, or sale of property securing repayment of the securities, if material;
 - 11. Rating changes;
 - 12. Bankruptcy, insolvency, receivership or similar event of the obligated person;
 - 13. Merger, consolidation, or acquisition of the obligated person, if material; and
 - 14. Appointment of a successor or additional trustee, or the change of name of a trustee, if material;

- (v) on receipt (or irrevocable direction pursuant to Section 2(c) of this Disclosure Agreement, as applicable), promptly file a completed copy of Exhibit B to this Disclosure Agreement with the MSRB, identifying the filing as “Failure to provide annual financial information as required” when filing pursuant to Section 2(b)(ii) or Section 2(c) of this Disclosure Agreement;
- (vi) on receipt, promptly file the text of each Voluntary Event Disclosure received under Section 7(a) with the MSRB, identifying the Voluntary Event Disclosure as instructed by the Issuer pursuant to Section 7(a) (being any of the categories set forth below) when filing pursuant to Section 7(a) of this Disclosure Agreement:
 - 1. amendment to continuing disclosure undertaking;
 - 2. change in obligated person;
 - 3. notice to investors pursuant to bond documents;
 - 4. certain communications from the Internal Revenue Service;
 - 5. secondary market purchases;
 - 6. bid for auction rate or other securities;
 - 7. capital or other financing plan;
 - 8. litigation/enforcement action;
 - 9. change of tender agent, remarketing agent, or other on-going party;
 - 10. derivative or other similar transaction; and
 - 11. other event-based disclosures;
- (vii) on receipt, promptly file the text of each Voluntary Financial Disclosure received under Section 7(b) with the MSRB, identifying the Voluntary Financial Disclosure as instructed by the Issuer pursuant to Section 7(b) (being any of the categories set forth below) when filing pursuant to Section 7(b) of this Disclosure Agreement:
 - 1. quarterly/monthly financial information;
 - 2. change in fiscal year/timing of annual disclosure;
 - 3. change in accounting standard;
 - 4. interim/additional financial information/operating data;
 - 5. budget;
 - 6. investment/debt/financial policy;
 - 7. information provided to rating agency, credit/liquidity provider or other third party;
 - 8. consultant reports; and
 - 9. other financial/operating data;
- (viii) provide the Issuer evidence of the filings of each of the above when made, which shall be by means

of the DAC system, for so long as DAC is the Disclosure Dissemination Agent under this Disclosure Agreement.

(f) The Issuer may adjust the Annual Filing Date on change of its fiscal year by providing written notice of such change and the new Annual Filing Date to the Disclosure Dissemination Agent and the MSRB, provided that the period between the existing Annual Filing Date and new Annual Filing Date shall not exceed one year.

SECTION 3. Content of Annual Reports.

(a) Each Annual Report shall contain the following Annual Financial Information with respect to the Issuer, as of and for the fiscal year then completed, as provided in the Official Statement as follows; provided, however, that in the event the following information is collected and prepared by a party other than the City, the City shall be excused from compliance for failure to timely provide such information in the event such information is not available to the City:

- (1) The financial statements of the Issuer for the preceding fiscal year prepared in accordance with generally accepted accounting principles as promulgated to apply to governmental entities from time to time by the GASB (or if not in conformity, to be accompanied by a qualitative discussion of the differences in the accounting principles and the impact of the change in the accounting principles on the presentation of the financial information). If the Issuer's audited financial statements are not available by the time the Annual Report is required to be filed pursuant to Section 3(a), the Annual Report shall contain unaudited financial statements in a format similar to the financial statements contained in the final Official Statement, and the audited financial statements shall be filed in the same manner as the Annual Report when they become available.

- (2) The financial and operating data contained in the following tables in the Official Statement:

(a) Under the caption, "FINANCIAL FACTORS": (i) Five-Year Summary and (ii) Historical Debt Service Coverage of the System; and

(b) Under the caption, "THE CITY AND THE SYSTEM": (i) Ten Largest Customers, (ii) Number of Billed Customers on Waterworks System, (iii) Number of Billed Customers on Sanitary Sewer System, (iv) Water Rates (if modified during such fiscal year), (v) Sewer Rates (if modified during such fiscal year), (vi) Comparison of Water Rates in the Columbia MSA, and (vii) Capital Improvements Undertaken.

Any or all of the items listed above may be included by specific reference to other documents, including official statements of debt issues of the Issuer, which have been submitted to the MSRB. If the document included by reference is a final official statement, it must be available from the MSRB. The Issuer shall clearly identify each such other document so included by reference.

(b) Audited Financial Statements prepared in accordance with GAAP as described in the Official Statement will be included in the Annual Report.

SECTION 4. Reporting of Notice Events.

- (a) The occurrence of any of the following events with respect to the Bonds constitutes a Notice Event:

1. Principal and interest payment delinquencies;
2. Non-payment related defaults, if material;
3. Unscheduled draws on debt service reserves reflecting financial difficulties;
4. Unscheduled draws on credit enhancements reflecting financial difficulties;

5. Substitution of credit or liquidity providers, or their failure to perform;
6. Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Bonds, or other material events affecting the tax status of the Bonds;
7. Modifications to rights of Bond holders, if material;
8. Bond calls, if material, and tender offers;
9. Defeasances;
10. Release, substitution, or sale of property securing repayment of the Bonds, if material;
11. Rating changes;
12. Bankruptcy, insolvency, receivership or similar event of the Obligated Person;
13. The consummation of a merger, consolidation, or acquisition involving 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; and
14. Appointment of a successor or additional trustee or the change of name of a trustee, if material.

The Issuer shall, in a timely manner not in excess of ten business days after its occurrence, notify the Disclosure Dissemination Agent in writing of the occurrence of a Notice Event. Such notice shall instruct the Disclosure Dissemination Agent to report the occurrence pursuant to subsection (c) and shall be accompanied by a Certification. Such notice or Certification shall identify the Notice Event that has occurred (which shall be any of the categories set forth in Section 2(e)(iv) of this Disclosure Agreement), include the text of the disclosure that the Issuer desires to make, contain the written authorization of the Issuer for the Disclosure Dissemination Agent to disseminate such information, and identify the date the Issuer desires for the Disclosure Dissemination Agent to disseminate the information (provided that such date is not later than the tenth business day after the occurrence of the Notice Event).

(b) The Disclosure Dissemination Agent is under no obligation to notify the Issuer or the Disclosure Representative of an event that may constitute a Notice Event. In the event the Disclosure Dissemination Agent so notifies the Disclosure Representative, the Disclosure Representative will within two business days of receipt of such notice (but in any event not later than the tenth business day after the occurrence of the Notice Event, if the Issuer determines that a Notice Event has occurred), instruct the Disclosure Dissemination Agent that (i) a Notice Event has not occurred and no filing is to be made or (ii) a Notice Event has occurred and the Disclosure Dissemination Agent is to report the occurrence pursuant to subsection (c) of this Section 4, together with a Certification. Such Certification shall identify the Notice Event that has occurred (which shall be any of the categories set forth in Section 2(e)(iv) of this Disclosure Agreement), include the text of the disclosure that the Issuer desires to make, contain the written authorization of the Issuer for the Disclosure Dissemination Agent to disseminate such information, and identify the date the Issuer desires for the Disclosure Dissemination Agent to disseminate the information (provided that such date is not later than the tenth business day after the occurrence of the Notice Event).

(c) If the Disclosure Dissemination Agent has been instructed by the Issuer as prescribed in subsection (a) or (b)(ii) of this Section 4 to report the occurrence of a Notice Event, the Disclosure Dissemination Agent shall promptly file a notice of such occurrence with MSRB in accordance with Section 2 (e)(iv) hereof. This notice will be filed with a cover sheet completed by the Disclosure Dissemination Agent in the form set forth in Exhibit C-1.

SECTION 5. CUSIP Numbers. Whenever providing information to the Disclosure Dissemination Agent, including but not limited to Annual Reports, documents incorporated by reference to the Annual Reports, Audited

Financial Statements, Notice Event notices, Failure to File Event notices, Voluntary Event Disclosures and Voluntary Financial Disclosures, the Issuer shall indicate the full name of the Bonds and the 9-digit CUSIP numbers for the Bonds as to which the provided information relates.

SECTION 6. Additional Disclosure Obligations. The Issuer acknowledges and understands that other state and federal laws, including but not limited to the Securities Act of 1933 and Rule 10b-5 promulgated under the Securities Exchange Act of 1934, may apply to the Issuer, and that the failure of the Disclosure Dissemination Agent to so advise the Issuer shall not constitute a breach by the Disclosure Dissemination Agent of any of its duties and responsibilities under this Disclosure Agreement. The Issuer acknowledges and understands that the duties of the Disclosure Dissemination Agent relate exclusively to execution of the mechanical tasks of disseminating information as described in this Disclosure Agreement.

SECTION 7. Voluntary Reports.

(a) The Issuer may instruct the Disclosure Dissemination Agent to file a Voluntary Event Disclosure with the MSRB from time to time pursuant to a Certification of the Disclosure Representative. Such Certification shall identify the Voluntary Event Disclosure (which shall be any of the categories set forth in Section 2(e)(vi) of this Disclosure Agreement), include the text of the disclosure that the Issuer desires to make, contain the written authorization of the Issuer for the Disclosure Dissemination Agent to disseminate such information, and identify the date the Issuer desires for the Disclosure Dissemination Agent to disseminate the information. If the Disclosure Dissemination Agent has been instructed by the Issuer as prescribed in this Section 7(a) to file a Voluntary Event Disclosure, the Disclosure Dissemination Agent shall promptly file such Voluntary Event Disclosure with the MSRB in accordance with Section 2(e)(vi) hereof. This notice will be filed with a cover sheet completed by the Disclosure Dissemination Agent in the form set forth in Exhibit C-2.

(b) The Issuer may instruct the Disclosure Dissemination Agent to file a Voluntary Financial Disclosure with the MSRB from time to time pursuant to a Certification of the Disclosure Representative. Such Certification shall identify the Voluntary Financial Disclosure (which shall be any of the categories set forth in Section 2(e)(vii) of this Disclosure Agreement), include the text of the disclosure that the Issuer desires to make, contain the written authorization of the Issuer for the Disclosure Dissemination Agent to disseminate such information, and identify the date the Issuer desires for the Disclosure Dissemination Agent to disseminate the information. If the Disclosure Dissemination Agent has been instructed by the Issuer as prescribed in this Section 7(b) to file a Voluntary Financial Disclosure, the Disclosure Dissemination Agent shall promptly file such Voluntary Financial Disclosure with the MSRB in accordance with Section 2(e)(vii) hereof. This notice will be filed with a cover sheet completed by the Disclosure Dissemination Agent in the form set forth in Exhibit C-3.

(c) The parties hereto acknowledge that the Issuer is not obligated pursuant to the terms of this Disclosure Agreement to file any Voluntary Event Disclosure pursuant to Section 7(a) hereof or any Voluntary Financial Disclosure pursuant to Section 7(b) hereof.

(d) Nothing in this Disclosure Agreement shall be deemed to prevent the Issuer from disseminating any other information through the Disclosure Dissemination Agent using the means of dissemination set forth in this Disclosure Agreement or including any other information in any Annual Report, Audited Financial Statements, Notice Event notice, Failure to File Event notice, Voluntary Event Disclosure or Voluntary Financial Disclosure, in addition to that required by this Disclosure Agreement. If the Issuer chooses to include any information in any Annual Report, Audited Financial Statements, Notice Event notice, Failure to File Event notice, Voluntary Event Disclosure or Voluntary Financial Disclosure in addition to that which is specifically required by this Disclosure Agreement, the Issuer shall have no obligation under this Disclosure Agreement to update such information or include it in any future Annual Report, Audited Financial Statements, Notice Event notice, Failure to File Event notice, Voluntary Event Disclosure or Voluntary Financial Disclosure.

SECTION 8. Termination of Reporting Obligation. The obligations of the Issuer and the Disclosure Dissemination Agent under this Disclosure Agreement shall terminate with respect to the Bonds on the legal defeasance, prior redemption or payment in full of all of the Bonds, when the Issuer is no longer an obligated person with respect to the Bonds, or on delivery by the Disclosure Representative to the Disclosure Dissemination Agent of an opinion of

nationally recognized bond counsel to the effect that continuing disclosure is no longer required.

SECTION 9. Disclosure Dissemination Agent. The Issuer has appointed Digital Assurance Certification, L.L.C. as exclusive Disclosure Dissemination Agent under this Disclosure Agreement. The Issuer may, on thirty days written notice to the Disclosure Dissemination Agent and the Trustee, replace or appoint a successor Disclosure Dissemination Agent. On termination of DAC's services as Disclosure Dissemination Agent, whether by notice of the Issuer or DAC, the Issuer agrees to appoint a successor Disclosure Dissemination Agent or, alternately, agrees to assume all responsibilities of Disclosure Dissemination Agent under this Disclosure Agreement for the benefit of the Holders of the Bonds. Notwithstanding any replacement or appointment of a successor, the Issuer shall remain liable until payment in full for any and all sums owed and payable to the Disclosure Dissemination Agent. The Disclosure Dissemination Agent may resign at any time by providing thirty days' prior written notice to the Issuer.

SECTION 10. Remedies in Event of Default. In the event of a failure of the Issuer or the Disclosure Dissemination Agent to comply with any provision of this Disclosure Agreement, the Holders' rights to enforce the provisions of this Agreement shall be limited solely to a right, by action in mandamus or for specific performance, to compel performance of the parties' obligation under this Disclosure Agreement. Any failure by a party to perform in accordance with this Disclosure Agreement shall not constitute a default on the Bonds or under any other document relating to the Bonds, and all rights and remedies shall be limited to those expressly stated in this Disclosure Agreement.

SECTION 11. Duties, Immunities and Liabilities of Disclosure Dissemination Agent.

(a) The Disclosure Dissemination Agent shall have only such duties as are specifically set forth in this Disclosure Agreement. The Disclosure Dissemination Agent's obligation to deliver the information at the times and with the contents described herein shall be limited to the extent the Issuer has provided such information to the Disclosure Dissemination Agent as required by this Disclosure Agreement. The Disclosure Dissemination Agent shall have no duty with respect to the content of any disclosures or notice made pursuant to the terms hereof. The Disclosure Dissemination Agent shall have no duty or obligation to review or verify any Information or any other information, disclosures or notices provided to it by the Issuer and shall not be deemed to be acting in any fiduciary capacity for the Issuer, the Holders of the Bonds or any other party. The Disclosure Dissemination Agent shall have no responsibility for the Issuer's failure to report to the Disclosure Dissemination Agent a Notice Event or a duty to determine the materiality thereof. The Disclosure Dissemination Agent shall have no duty to determine, or liability for failing to determine, whether the Issuer has complied with this Disclosure Agreement. The Disclosure Dissemination Agent may conclusively rely on Certifications of the Issuer at all times.

The obligations of the Issuer under this Section shall survive resignation or removal of the Disclosure Dissemination Agent and defeasance, redemption or payment of the Bonds.

(b) The Disclosure Dissemination Agent may, from time to time, consult with legal counsel (either in-house or external) of its own choosing in the event of any disagreement or controversy, or question or doubt as to the construction of any of the provisions hereof or its respective duties hereunder, and shall not incur any liability and shall be fully protected in acting in good faith on the advice of such legal counsel. The reasonable fees and expenses of such counsel shall be payable by the Issuer.

(c) All documents, reports, notices, statements, information and other materials provided to the MSRB under this Agreement shall be provided in an electronic format and accompanied by identifying information as prescribed by the MSRB.

SECTION 12. Amendment; Waiver. Notwithstanding any other provision of this Disclosure Agreement, the Issuer and the Disclosure Dissemination Agent may amend this Disclosure Agreement and any provision of this Disclosure Agreement may be waived, if such amendment or waiver is supported by an opinion of counsel expert in federal securities laws acceptable to both the Issuer and the Disclosure Dissemination Agent to the effect that such amendment or waiver does not materially impair the interests of Holders of the Bonds and would not, in and of itself, cause the undertakings herein to violate the Rule if such amendment or waiver had been effective on the date hereof but taking into account any subsequent change in or official interpretation of the Rule; provided neither the Issuer or

the Disclosure Dissemination Agent shall be obligated to agree to any amendment modifying their respective duties or obligations without their consent thereto.

Notwithstanding the preceding paragraph, the Disclosure Dissemination Agent shall have the right to adopt amendments to this Disclosure Agreement necessary to comply with modifications to and interpretations of the provisions of the Rule as announced by the Securities and Exchange Commission from time to time by giving not less than 20 days written notice of the intent to do so together with a copy of the proposed amendment to the Issuer. No such amendment shall become effective if the Issuer shall, within 10 days following the giving of such notice, send a notice to the Disclosure Dissemination Agent in writing that it objects to such amendment.

SECTION 13. Beneficiaries. This Disclosure Agreement shall inure solely to the benefit of the Issuer, the Disclosure Dissemination Agent, the underwriter, and the Holders from time to time of the Bonds, and shall create no rights in any other person or entity.

SECTION 14. Governing Law. This Disclosure Agreement shall be governed by the laws of the State of South Carolina (other than with respect to conflicts of laws).

SECTION 15. Counterparts. This Disclosure Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

The Disclosure Dissemination Agent and the Issuer have caused this Continuing Disclosure Agreement to be executed, on the date first written above, by their respective officers duly authorized.

DIGITAL ASSURANCE CERTIFICATION, L.L.C.,
as Disclosure Dissemination Agent

By: _____
Name: _____
Title: _____

CITY OF COLUMBIA, SOUTH CAROLINA,
as Issuer

By: _____
Name: _____
Title: _____

EXHIBIT A
NAME AND CUSIP NUMBERS OF BONDS

Name of Issuer: City of Columbia, South Carolina
Obligated Person(s): City of Columbia, South Carolina
Name of Bond Issue: \$[]* Waterworks and Sewer System Revenue Bonds, Series 2019
Date of Issuance: [], 2019
Date of Official Statement: [], 2019

CUSIP Number:

EXHIBIT B
NOTICE TO REPOSITORIES OF FAILURE TO FILE ANNUAL REPORT

Name of Issuer: City of Columbia, South Carolina
 Obligated Person(s): City of Columbia, South Carolina
 Name of Bond Issue: \$[]* Waterworks and Sewer System Revenue Bonds, Series 2019
 Date of Issuance: [], 2019
 Date of Official Statement: [], 2019

NOTICE IS HEREBY GIVEN that the Issuer has not provided an Annual Report with respect to the above-named Bonds as required by the Disclosure Agreement, dated as of [], 2019, between the Issuer and Digital Assurance Certification, L.L.C., as Disclosure Dissemination Agent. The Issuer has notified the Disclosure Dissemination Agent that it anticipates that the Annual Report will be filed by:_____.

Dated: _____

DIGITAL ASSURANCE CERTIFICATION, L.L.C.,
 as Disclosure Dissemination Agent,
 on behalf of the Issuer

By:_____

Name:_____

Title:_____

cc: Issuer
 Obligated Person

EXHIBIT C-1
EVENT NOTICE COVER SHEET

This cover sheet and material event notice should be sent to the Municipal Securities Rulemaking Board or to all Nationally Recognized Municipal Securities Information Repositories, and the State Information Depository, if applicable, pursuant to Securities and Exchange Commission Rule 15c2-12(b)(5)(i)(C) and (D).

Issuer's and/or Other Obligated Person's Name: _____

Issuer's Six-Digit CUSIP Number: _____

or Nine-Digit CUSIP Number(s) of the bonds to which this material event notice relates: _____

Number of pages of attached material event notice: _____

____ Description of Notice Events (Check One):

1. ____ Principal and interest payment delinquencies;
2. ____ Non-Payment related defaults, if material;
3. ____ Unscheduled draws on debt service reserves reflecting financial difficulties;
4. ____ Unscheduled draws on credit enhancements reflecting financial difficulties;
5. ____ Substitution of credit or liquidity providers, or their failure to perform;
6. ____ Adverse tax opinions, IRS notices or events affecting the tax status of the security;
7. ____ Modifications to rights of securities holders, if material;
8. ____ Bond calls, if material;
9. ____ Defeasances;
10. ____ Release, substitution, or sale of property securing repayment of the securities, if material;
11. ____ Rating changes;
12. ____ Tender offers;
13. ____ Bankruptcy, insolvency, receivership or similar event of the obligated person;
14. ____ Merger, consolidation, or acquisition of the obligated person, if material; and
15. ____ Appointment of a successor or additional trustee, or the change of name of a trustee, if material.
16. ____ 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: _____

Employer: Digital Assurance Certification, L.L.C.

315 East Robinson Street, Suite 300

Orlando, Florida 32801

407-515-1100

Date: _____

EXHIBIT C-2**VOLUNTARY EVENT DISCLOSURE COVER SHEET**

This cover sheet and material event notice should be sent to the Municipal Securities Rulemaking Board or to all Nationally Recognized Municipal Securities Information Repositories, and the State Information Depository, if applicable, pursuant to Securities and Exchange Commission Rule 15c2-12(b)(5)(i)(C) and (D).

Issuer's and/or Other Obligated Person's Name: _____

Issuer's Six-Digit CUSIP Number: _____

or Nine-Digit CUSIP Number(s) of the bonds to which this material event notice relates: _____

Number of pages of attached material event notice: _____

_____ Description of 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. _____ derivative or other similar transaction; and
11. _____ other event-based disclosures.

I hereby represent that I am authorized by the issuer or its agent to distribute this information publicly:

Signature: _____

Name: _____

Title: _____

Employer: Digital Assurance Certification, L.L.C.
315 East Robinson Street, Suite 300
Orlando, Florida 32801
407-515-1100

Date: _____

EXHIBIT C-3**VOLUNTARY FINANCIAL DISCLOSURE COVER SHEET**

This cover sheet and material event notice should be sent to the Municipal Securities Rulemaking Board or to all Nationally Recognized Municipal Securities Information Repositories, and the State Information Depository, if applicable, pursuant to Securities and Exchange Commission Rule 15c2-12(b)(5)(i)(C) and (D).

Issuer's and/or Other Obligated Person's Name: _____

Issuer's Six-Digit CUSIP Number: _____

or Nine-Digit CUSIP Number(s) of the bonds to which this material event notice relates: _____

Number of pages of attached material event notice: _____

_____ Description of Voluntary Financial Disclosure (Check One):

1. _____ quarterly/monthly financial information;
2. _____ change in fiscal year/timing of annual disclosure;
3. _____ change in accounting standard;
4. _____ interim/additional financial information/operating data;
5. _____ budget;
6. _____ investment/debt/financial policy;
7. _____ information provided to rating agency, credit/liquidity provider or other third party;
8. _____ consultant reports; and
9. _____ other financial/operating data.

I hereby represent that I am authorized by the issuer or its agent to distribute this information publicly:

Signature: _____

Name: _____

Title: _____

Employer: Digital Assurance Certification, L.L.C.
315 East Robinson Street, Suite 300
Orlando, Florida 32801
407-515-1100

Date: _____

EXHIBIT D

FORM OF CONTINUING DISCLOSURE AGREEMENT

FORM OF DISCLOSURE DISSEMINATION AGENT AGREEMENT

This Disclosure Dissemination Agent Agreement (“Disclosure Agreement”), dated as of [], 2019, is executed and delivered by the City of Columbia, South Carolina (“Issuer”) and Digital Assurance Certification, L.L.C., as exclusive Disclosure Dissemination Agent (“Disclosure Dissemination Agent” or “DAC”) for the benefit of the Holders (defined below) of the Bonds (defined below) and in order to provide certain continuing disclosure with respect to the Bonds in accordance with Rule 15c2-12 of the United States Securities and Exchange Commission under the Securities Exchange Act of 1934, as the same may be amended from time to time (“Rule”).

The services provided under this Disclosure Agreement solely relate to the execution of instructions received from the Issuer through use of the DAC system and do not constitute “advice” within the meaning of the Dodd-Frank Wall Street Reform and Consumer Protection Act (“Act”). DAC will not provide any advice or recommendation to the Issuer or anyone on the Issuer’s behalf regarding the “issuance of municipal securities” or any “municipal financial product” as defined in the Act and nothing in this Disclosure Agreement shall be interpreted to the contrary. DAC is not a “Municipal Advisor” as such term is defined in Section 15B of the Securities Exchange Act of 1934, as amended, and related rules.

SECTION 1. Definitions. Capitalized terms not otherwise defined in this Disclosure Agreement shall have the meaning assigned in the Rule or, to the extent not in conflict with the Rule, in the Official Statement (defined below). The capitalized terms shall have the following meanings:

“Annual Filing Date” means the date, set in Sections 2(a) and 2(f) hereof, by which the Annual Report is to be filed with the MSRB.

“Annual Financial Information” means annual financial information as such term is used in paragraph (b)(5)(i) of the Rule and specified in Section 3(a) of this Disclosure Agreement.

“Audited Financial Statements” means the audited financial statements of the Issuer for the prior fiscal year, certified by an independent auditor as prepared in accordance with generally accepted accounting principles or otherwise, as such term is used in paragraph (b)(5)(i)(B) of the Rule and specified in Section 3(b) of this Disclosure Agreement.

“Annual Report” means an Annual Report containing Annual Financial Information described in and consistent with Section 3 of this Disclosure Agreement.

“Bonds” means the bonds as listed on the attached Exhibit A, with the 9-digit CUSIP numbers relating thereto.

“Certification” means a written certification of compliance signed by the Disclosure Representative stating that the Annual Report, Audited Financial Statements, Notice Event notice, Failure to File Event notice, Voluntary Event Disclosure or Voluntary Financial Disclosure delivered to the Disclosure Dissemination Agent is the Annual Report, Audited Financial Statements, Notice Event notice, Failure to File Event notice, Voluntary Event Disclosure or Voluntary Financial Disclosure required to be submitted to the MSRB under this Disclosure Agreement. A Certification shall accompany each such document submitted to the Disclosure Dissemination Agent by the Issuer and include the full name of the Bonds and the 9-digit CUSIP numbers for all Bonds to which the document applies.

“Disclosure Dissemination Agent” means Digital Assurance Certification, L.L.C, acting in its capacity as Disclosure Dissemination Agent hereunder, or any successor Disclosure Dissemination Agent designated in writing by the Issuer pursuant to Section 9 hereof.

“Disclosure Representative” means the Assistant City Manager for Finance and Economic Services or designee, or such other person as the Issuer shall designate in writing to the Disclosure Dissemination Agent from time to time as the person responsible for providing Information to the Disclosure Dissemination Agent.

“Failure to File Event” means the Issuer’s failure to file an Annual Report on or before the Annual Filing Date.

“Financial obligation” ~~as is defined by the Rule as used in and for purposes of~~ this Disclosure Agreement ~~is defined in the Rule as shall mean~~ (i) a debt obligation; (ii) derivative instrument entered into in connection with, or pledged as a security or a source of payment for, an existing or planned debt obligation; or (iii) guarantee of (i) or (ii). The term “financial obligation” shall not include municipal securities as to which a final official statement has been provided to the MSRB consistent with the Rule.

“Force Majeure Event” means: (i) acts of God, war, or terrorist action; (ii) failure or shut-down of the Electronic Municipal Market Access system maintained by the MSRB; or (iii) to the extent beyond the Disclosure Dissemination Agent’s reasonable control, interruptions in telecommunications or utilities services, failure, malfunction or error of any telecommunications, computer or other electrical, mechanical or technological application, service or system, computer virus, interruptions in Internet service or telephone service (including due to a virus, electrical delivery problem or similar occurrence) that affect Internet users generally, or in the local area in which the Disclosure Dissemination Agent or the MSRB is located, or acts of any government, regulatory or any other competent authority the effect of which is to prohibit the Disclosure Dissemination Agent from performance of its obligations under this Disclosure Agreement.

“Holder” means any person (a) having the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any Bonds (including persons holding Bonds through nominees, depositories or other intermediaries) or (b) treated as the owner of any Bonds for federal income tax purposes.

“Information” means, collectively, the Annual Reports, the Audited Financial Statements, the Notice Event notices, the Failure to File Event notices, the Voluntary Event Disclosures and the Voluntary Financial Disclosures.

“MSRB” means the Municipal Securities Rulemaking Board, or any successor thereto, established pursuant to Section 15B(b)(1) of the Securities Exchange Act of 1934.

“Notice Event” means any of the events enumerated in paragraph (b)(5)(i)(C) of the Rule and listed in Section 4(a) of this Disclosure Agreement.

“Official Statement” means that Official Statement prepared by the Issuer in connection with the Bonds, as listed on Appendix A.

“Voluntary Event Disclosure” means information of the category specified in any of subsections (e)(vi)(1) through (e)(vi)(10) of Section 2 of this Disclosure Agreement that is accompanied by a Certification of the Disclosure Representative containing the information prescribed by Section 7(a) of this Disclosure Agreement.

“Voluntary Financial Disclosure” means information of the category specified in any of subsections (e)(vii)(1) through (e)(vii)(9) of Section 2 of this Disclosure Agreement that is accompanied by a Certification of the Disclosure Representative containing the information prescribed by Section 7(b) of this Disclosure Agreement.

SECTION 2. Provision of Annual Reports.

(a) The Issuer shall provide, annually, an electronic copy of the Annual Report and Certification to the Disclosure Dissemination Agent, not later than the Annual Filing Date. Promptly upon receipt of an electronic copy of the Annual Report and the Certification, the Disclosure Dissemination Agent shall provide an Annual Report to the MSRB not later than February 1 after the end of each fiscal year of the Issuer, commencing with the fiscal year ending June 30, 2019. Such date and each anniversary thereof is the Annual Filing Date. The Annual Report may be submitted as a single document or as separate documents comprising a package, and may cross-reference other information as provided in Section 3 of this Disclosure Agreement.

(b) If on the fifteenth (15th) day prior to the Annual Filing Date, the Disclosure Dissemination Agent has not received a copy of the Annual Report and Certification, the Disclosure Dissemination Agent shall contact the Disclosure Representative by telephone and in writing (which may be by e-mail) to remind the Issuer of its undertaking to provide the Annual Report pursuant to Section 2(a). Upon such reminder, the Disclosure Representative shall either (i) provide the Disclosure Dissemination Agent with an electronic copy of the Annual

Report and the Certification no later than two (2) business days prior to the Annual Filing Date, or (ii) instruct the Disclosure Dissemination Agent in writing that the Issuer will not be able to file the Annual Report within the time required under this Disclosure Agreement, state the date by which the Annual Report for such year will be provided and instruct the Disclosure Dissemination Agent to immediately send a Failure to File Event notice to the MSRB in substantially the form attached as Exhibit B, which may be accompanied by a cover sheet completed by the Disclosure Dissemination Agent in the form set forth in Exhibit C-1.

(c) If the Disclosure Dissemination Agent has not received an Annual Report and Certification by 6:00 p.m. Eastern time on Annual Filing Date (or, if such Annual Filing Date falls on a Saturday, Sunday or holiday, then the first business day thereafter) for the Annual Report, a Failure to File Event shall have occurred and the Issuer irrevocably directs the Disclosure Dissemination Agent to immediately send a notice to the MSRB in substantially the form attached as Exhibit B without reference to the anticipated filing date for the Annual Report, accompanied by a cover sheet completed by the Disclosure Dissemination Agent in the form set forth in Exhibit C-1.

(d) If Audited Financial Statements of the Issuer are prepared but not available prior to the Annual Filing Date, the Issuer shall provide in a timely manner an electronic copy of the Issuer's unaudited financial statements to the Disclosure Dissemination Agent and shall, within a reasonable time of when the Audited Financial Statements are available, provide in a timely manner an electronic copy to the Disclosure Dissemination Agent, accompanied by a Certificate, for filing with the MSRB.

(e) The Disclosure Dissemination Agent shall:

- (i) verify the filing specifications of the MSRB each year prior to the Annual Filing Date;
- (ii) upon receipt, promptly file each Annual Report received under Sections 2(a) and 2(b) hereof with the MSRB;
- (iii) upon receipt, promptly file each Audited Financial Statement received under Section 2(d) hereof with the MSRB;
- (iv) upon receipt, promptly file the text of each Notice Event received under Sections 4(a) and 4(b)(ii) hereof with the MSRB, identifying the Notice Event as instructed by the Issuer pursuant to Section 4(a) or 4(b)(ii) hereof (being any of the categories set forth below as modified by the MSRB) when filing pursuant to Section 4(c) of this Disclosure Agreement:
 - 1. "Principal and interest payment delinquencies;"
 - 2. "Non-Payment related defaults, if material;"
 - 3. "Unscheduled draws on debt service reserves reflecting financial difficulties;"
 - 4. "Unscheduled draws on credit enhancements reflecting financial difficulties;"
 - 5. "Substitution of credit or liquidity providers, or their failure to perform;"
 - 6. "Adverse tax opinions, IRS notices or events affecting the tax status of the security;"
 - 7. "Modifications to rights of securities holders, if material;"
 - 8. "Bond calls, if material, and tender offers;"
 - 9. "Defeasances;"
 - 10. "Release, substitution, or sale of property securing repayment of the securities, if material;"

11. "Rating changes;"
 12. "Bankruptcy, insolvency, receivership or similar event of the Issuer;"
 13. "Merger, consolidation, or acquisition of the Issuer, if material;"
 14. "Appointment of a successor or additional trustee, or the change of name of a trustee, if material;"
 15. "Incurrence of a financial obligation of the Issuer, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a financial obligation of the Issuer, any of which affect security holders, if material;" and
 16. "Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a financial obligation of the Issuer, any of which reflect financial difficulties."
- (v) upon receipt (or irrevocable direction pursuant to Section 2(c) of this Disclosure Agreement, as applicable), promptly file a completed copy of Exhibit B to this Disclosure Agreement with the MSRB, identifying the filing as "Failure to provide annual financial information as required" when filing pursuant to Section 2(b)(ii) or Section 2(c) of this Disclosure Agreement;
- (vi) upon receipt, promptly file the text of each Voluntary Event Disclosure received under Section 7(a) with the MSRB, identifying the Voluntary Event Disclosure as instructed by the Issuer pursuant to Section 7(a) hereof (being any of the categories set forth below as modified by the MSRB) when filing pursuant to Section 7(a) of this Disclosure Agreement:
1. "Amendment to continuing disclosure undertaking;"
 2. "Change in Issuer;"
 3. "Notice to investors pursuant to bond documents;"
 4. "Certain communications from the Internal Revenue Service;"
 5. "Secondary market purchases;"
 6. "Bid for auction rate or other securities;"
 7. "Capital or other financing plan;"
 8. "Litigation/enforcement action;"
 9. "Change of tender agent, remarketing agent, or other on-going party;" and
 10. "Other event-based disclosures."
- (vii) upon receipt, promptly file the text of each Voluntary Financial Disclosure received under Section 7(b) hereof with the MSRB, identifying the Voluntary Financial Disclosure as instructed by the Issuer pursuant to Section 7(b) hereof (being any of the categories set forth below as modified by the MSRB) when filing pursuant to Section 7(b) of this Disclosure Agreement:
1. "Quarterly/monthly financial information;"
 2. "Change in fiscal year/timing of annual disclosure;"

3. “Change in accounting standard;”
4. “Interim/additional financial information/operating data;”
5. “Budget;”
6. “Investment/debt/financial policy;”
7. “Information provided to rating agency, credit/liquidity provider or other third party;”
8. “Consultant reports;” and
9. “Other financial/operating data.”

(viii) provide the Issuer evidence of the filings of each of the above when made, which shall be by means of the DAC system, for so long as DAC is the Disclosure Dissemination Agent under this Disclosure Agreement.

(f) The Issuer may adjust the Annual Filing Date upon change of its fiscal year by providing written notice of such change and the new Annual Filing Date to the Disclosure Dissemination Agent and the MSRB, provided that the period between the existing Annual Filing Date and new Annual Filing Date shall not exceed one year.

SECTION 3. Content of Annual Reports.

Each Annual Report shall contain Annual Financial Information with respect to the Issuer, including the information provided in the Official Statement as follows; provided, however, that in the event the following information is collected and prepared by a party other than the City, the City shall be excused from compliance for failure to timely provide such information in the event such information is not available to the City:

- (1) The financial statements of the Issuer for the preceding fiscal year prepared in accordance with generally accepted accounting principles as promulgated to apply to governmental entities from time to time by the Governmental Accounting Standards Board (or if not in conformity, to be accompanied by a qualitative discussion of the differences in the accounting principles and the impact of the change in the accounting principles on the presentation of the financial information). If the Issuer’s audited financial statements are not available by the time the Annual Report is required to be filed pursuant to this Section 3(a), the Annual Report shall contain unaudited financial statements in a format similar to the financial statements contained in the final Official Statement, and the audited financial statements shall be filed in the same manner as the Annual Report when they become available.
- (2) Financial and operating data for the preceding fiscal year, which shall consist of the financial and operating data contained in the following tables in the Official Statement:
 - (a) Under the caption, “FINANCIAL FACTORS”: (i) Five-Year Summary and (ii) Historical Debt Service Coverage of the System; and
 - (b) Under the caption, “THE CITY AND THE SYSTEM”: (i) Ten Largest Customers, (ii) Number of Billed Customers on Waterworks System, (iii) Number of Billed Customers on Sanitary Sewer System, (iv) Water Rates (if modified during such fiscal year), (v) Sewer Rates (if modified during such fiscal year), (vi) Comparison of Water Rates in the Columbia MSA, and (vii) Capital Improvements Undertaken.

Any or all of the items listed above may be included by specific reference to other documents, including official statements of debt issues of the Issuer, which have been submitted to the MSRB. If the document included by reference is a final official statement, it must be available from the MSRB. The Issuer shall clearly identify each such other document so included by reference.

If the Annual Financial Information contains modified operating data or financial information different from the Annual Financial Information agreed to in the continuing disclosure undertaking related to the Bonds, the Issuer is required to explain, in narrative form, the reasons for the modification and the impact of the change in the type of operating data or financial information being provided.

SECTION 4. Reporting of Notice Events.

(a) The occurrence of any of the following events with respect to the Bonds constitutes a Notice Event:

1. Principal and interest payment delinquencies;
2. Non-payment related defaults, if material;
3. Unscheduled draws on debt service reserves reflecting financial difficulties;
4. Unscheduled draws on credit enhancements reflecting financial difficulties;
5. Substitution of credit or liquidity providers, or their failure to perform;
6. Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Bonds, or other material events affecting the tax status of the Bonds;
7. Modifications to rights of Bond holders, if material;
8. Bond calls, if material, and tender offers;
9. Defeasances;
10. Release, substitution, or sale of property securing repayment of the Bonds, if material;
11. Rating changes;
12. Bankruptcy, insolvency, receivership or similar event of the Issuer;

Note to subsection (a)(12) of this Section 4: For the purposes of the event described in subsection (a)(12) of this Section 4, the event is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent or similar officer for an Issuer in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the Issuer, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the Issuer.

13. The consummation of a merger, consolidation, or acquisition involving an Issuer or the sale of all or substantially all of the assets of the Issuer, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;
14. Appointment of a successor or additional trustee or the change of name of a trustee, if material;

15. Incurrence of a Financial Obligation of ~~an~~the Issuer, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of ~~an~~the Issuer, any of which affect security holders, if material; and
16. Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of ~~an~~the Issuer, any of which reflect financial difficulties.

The Issuer shall, in a timely manner not in excess of ten business days after its occurrence, notify the Disclosure Dissemination Agent in writing of the occurrence of a Notice Event. Such notice shall instruct the Disclosure Dissemination Agent to report the occurrence pursuant to subsection (c) and shall be accompanied by a Certification. Such notice or Certification shall identify the Notice Event that has occurred (which shall be any of the categories set forth in Section 2(e)(iv) of this Disclosure Agreement), include the text of the disclosure that the Issuer desires to make, contain the written authorization of the Issuer for the Disclosure Dissemination Agent to disseminate such information, and identify the date the Issuer desires for the Disclosure Dissemination Agent to disseminate the information (provided that such date is not later than the tenth business day after the occurrence of the Notice Event).

(b) The Disclosure Dissemination Agent is under no obligation to notify the Issuer or the Disclosure Representative of an event that may constitute a Notice Event. In the event the Disclosure Dissemination Agent so notifies the Disclosure Representative, the Disclosure Representative will within two business days of receipt of such notice (but in any event not later than the tenth business day after the occurrence of the Notice Event, if the Issuer determines that a Notice Event has occurred), instruct the Disclosure Dissemination Agent that either (i) a Notice Event has not occurred and no filing is to be made or (ii) a Notice Event has occurred and the Disclosure Dissemination Agent is to report the occurrence pursuant to subsection (c) of this Section 4, together with a Certification. Such Certification shall identify the Notice Event that has occurred (which shall be any of the categories set forth in Section 2(e)(iv) of this Disclosure Agreement), include the text of the disclosure that the Issuer desires to make, contain the written authorization of the Issuer for the Disclosure Dissemination Agent to disseminate such information, and identify the date the Issuer desires for the Disclosure Dissemination Agent to disseminate the information (provided that such date is not later than the tenth business day after the occurrence of the Notice Event).

(c) If the Disclosure Dissemination Agent has been instructed by the Issuer as prescribed in subsection (a) or (b)(ii) of this Section 4 to report the occurrence of a Notice Event, the Disclosure Dissemination Agent shall promptly file a notice of such occurrence with MSRB in accordance with Section 2(e)(iv) hereof. This notice may be filed with a cover sheet completed by the Disclosure Dissemination Agent in the form set forth in Exhibit C-1.

SECTION 5. CUSIP Numbers. The Issuer will provide the Dissemination Agent with the CUSIP numbers for (i) new bonds at such time as they are issued or become subject to the Rule and (ii) any Bonds to which new CUSIP numbers are assigned in substitution for the CUSIP numbers previously assigned to such Bonds.

SECTION 6. Additional Disclosure Obligations. The Issuer acknowledges and understands that other state and federal laws, including but not limited to the Securities Act of 1933 and Rule 10b-5 promulgated under the Securities Exchange Act of 1934, may apply to the Issuer, and that the duties and responsibilities of the Disclosure Dissemination Agent under this Disclosure Agreement do not extend to providing legal advice regarding such laws. The Issuer acknowledges and understands that the duties of the Disclosure Dissemination Agent relate exclusively to execution of the mechanical tasks of disseminating information as described in this Disclosure Agreement.

SECTION 7. Voluntary Filing.

(a) The Issuer may instruct the Disclosure Dissemination Agent to file a Voluntary Event Disclosure with the MSRB from time to time pursuant to a Certification of the Disclosure Representative. Such Certification shall identify the Voluntary Event Disclosure (which shall be any of the categories set forth in Section 2(e)(vi) of this Disclosure Agreement), include the text of the disclosure that the Issuer desires to make, contain the written authorization of the Issuer for the Disclosure Dissemination Agent to disseminate such information, and identify the date the Issuer desires for the Disclosure Dissemination Agent to disseminate the information. If the Disclosure Dissemination Agent has been instructed by the Issuer as prescribed in this Section 7(a) to file a Voluntary Event Disclosure, the Disclosure Dissemination Agent shall promptly file such Voluntary Event Disclosure with the MSRB in accordance with Section 2(e)(vi) hereof. This notice may be filed with a cover sheet completed by the Disclosure Dissemination Agent in the form set forth in Exhibit C-2.

(b) The Issuer may instruct the Disclosure Dissemination Agent to file a Voluntary Financial Disclosure with the MSRB from time to time pursuant to a Certification of the Disclosure Representative. Such Certification shall identify the Voluntary Financial Disclosure (which shall be any of the categories set forth in Section 2(e)(vii) of this Disclosure Agreement), include the text of the disclosure that the Issuer desires to make, contain the written authorization of the Issuer for the Disclosure Dissemination Agent to disseminate such information, and identify the date the Issuer desires for the Disclosure Dissemination Agent to disseminate the information. If the Disclosure Dissemination Agent has been instructed by the Issuer as prescribed in this Section 7(b) to file a Voluntary Financial Disclosure, the Disclosure Dissemination Agent shall promptly file such Voluntary Financial Disclosure with the MSRB in accordance with Section 2(e)(vii) hereof. This notice will be filed with a cover sheet completed by the Disclosure Dissemination Agent in the form set forth in Exhibit C-3.

(c) The parties hereto acknowledge that the Issuer is not obligated pursuant to the terms of this Disclosure Agreement to file any Voluntary Event Disclosure pursuant to Section 7(a) hereof or any Voluntary Financial Disclosure pursuant to Section 7(b) hereof.

(d) Nothing in this Disclosure Agreement shall be deemed to prevent the Issuer from disseminating any other information through the Disclosure Dissemination Agent using the means of dissemination set forth in this Disclosure Agreement or including any other information in any Annual Report, Audited Financial Statements, Notice Event notice, Failure to File Event notice, Voluntary Event Disclosure or Voluntary Financial Disclosure, in addition to that required by this Disclosure Agreement. If the Issuer chooses to include any information in any Annual Report, Audited Financial Statements, Notice Event notice, Failure to File Event notice, Voluntary Event Disclosure or Voluntary Financial Disclosure in addition to that which is specifically required by this Disclosure Agreement, the Issuer shall have no obligation under this Disclosure Agreement to update such information or include it in any future Annual Report, Audited Financial Statements, Notice Event notice, Failure to File Event notice, Voluntary Event Disclosure or Voluntary Financial Disclosure.

SECTION 8. Termination of Reporting Obligation. The obligations of the Issuer and the Disclosure Dissemination Agent under this Disclosure Agreement shall terminate with respect to the Bonds upon the legal defeasance, prior redemption or payment in full of all of the Bonds, when the Issuer is no longer an obligated person with respect to the Bonds, or upon delivery by the Disclosure Representative to the Disclosure Dissemination Agent of an opinion of nationally recognized bond counsel to the effect that continuing disclosure is no longer required.

SECTION 9. Disclosure Dissemination Agent. The Issuer has appointed Digital Assurance Certification, L.L.C. as exclusive Disclosure Dissemination Agent under this Disclosure Agreement. The Issuer may, upon thirty days written notice to the Disclosure Dissemination Agent and the Trustee, replace or appoint a successor Disclosure Dissemination Agent. Upon termination of DAC's services as Disclosure Dissemination Agent, whether by notice of the Issuer or DAC, the Issuer agrees to appoint a successor Disclosure Dissemination Agent or, alternately, agrees to assume all responsibilities of Disclosure Dissemination Agent under this Disclosure Agreement for the benefit of the Holders of the Bonds. Notwithstanding any replacement or appointment of a successor, the Issuer shall remain liable to the Disclosure Dissemination Agent until payment in full for any and all sums owed and payable to the Disclosure Dissemination Agent. The Disclosure Dissemination Agent may resign at any time by providing thirty days' prior

written notice to the Issuer.

SECTION 10. Remedies in Event of Default. In the event of a failure of the Issuer or the Disclosure Dissemination Agent to comply with any provision of this Disclosure Agreement, the Holders' rights to enforce the provisions of this Agreement shall be limited solely to a right, by action in mandamus or for specific performance, to compel performance of the parties' obligation under this Disclosure Agreement. Any failure by a party to perform in accordance with this Disclosure Agreement shall not constitute a default on the Bonds or under any other document relating to the Bonds, and all rights and remedies shall be limited to those expressly stated herein.

SECTION 11. Duties, Immunities and Liabilities of Disclosure Dissemination Agent.

(a) The Disclosure Dissemination Agent shall have only such duties as are specifically set forth in this Disclosure Agreement. The Disclosure Dissemination Agent's obligation to deliver the information at the times and with the contents described herein shall be limited to the extent the Issuer has provided such information to the Disclosure Dissemination Agent as required by this Disclosure Agreement. The Disclosure Dissemination Agent shall have no duty with respect to the content of any disclosures or notice made pursuant to the terms hereof. The Disclosure Dissemination Agent shall have no duty or obligation to review or verify any Information or any other information, disclosures or notices provided to it by the Issuer and shall not be deemed to be acting in any fiduciary capacity for the Issuer, the Holders of the Bonds or any other party. The Disclosure Dissemination Agent shall have no responsibility for the Issuer's failure to report to the Disclosure Dissemination Agent a Notice Event or a duty to determine the materiality thereof. The Disclosure Dissemination Agent shall have no duty to determine, or liability for failing to determine, whether the Issuer has complied with this Disclosure Agreement. The Disclosure Dissemination Agent may conclusively rely upon Certifications of the Issuer at all times.

The obligations of the Issuer under this Section shall survive resignation or removal of the Disclosure Dissemination Agent and defeasance, redemption or payment of the Bonds.

(b) The Disclosure Dissemination Agent may, from time to time, consult with legal counsel (either in-house or external) of its own choosing in the event of any disagreement or controversy, or question or doubt as to the construction of any of the provisions hereof or its respective duties hereunder, and shall not incur any liability and shall be fully protected in acting in good faith upon the advice of such legal counsel. The reasonable fees and expenses of such counsel shall be payable by the Issuer.

(c) All documents, reports, notices, statements, information and other materials provided to the MSRB under this Agreement shall be provided in an electronic format and accompanied by identifying information as prescribed by the MSRB.

SECTION 12. Amendment; Waiver. Notwithstanding any other provision of this Disclosure Agreement, the Issuer and the Disclosure Dissemination Agent may amend this Disclosure Agreement and any provision of this Disclosure Agreement may be waived, if such amendment or waiver is supported by an opinion of counsel expert in federal securities laws acceptable to both the Issuer and the Disclosure Dissemination Agent to the effect that such amendment or waiver does not materially impair the interests of Holders of the Bonds and would not, in and of itself, cause the undertakings herein to violate the Rule if such amendment or waiver had been effective on the date hereof but taking into account any subsequent change in or official interpretation of the Rule; provided neither the Issuer or the Disclosure Dissemination Agent shall be obligated to agree to any amendment modifying their respective duties or obligations without their consent thereto.

Notwithstanding the preceding paragraph, the Disclosure Dissemination Agent shall have the right to adopt amendments to this Disclosure Agreement necessary to comply with modifications to and interpretations of the provisions of the Rule as announced by the Securities and Exchange Commission from time to time by giving not less than 20 days written notice of the intent to do so together with a copy of the proposed amendment to the Issuer. No such amendment shall become effective if the Issuer shall, within 10 days following the giving of such notice, send a notice to the Disclosure Dissemination Agent in writing that it objects to such amendment.

SECTION 13. Beneficiaries. This Disclosure Agreement shall inure solely to the benefit of the Issuer, the

Disclosure Dissemination Agent, the underwriter, and the Holders from time to time of the Bonds, and shall create no rights in any other person or entity.

SECTION 14. Governing Law. This Disclosure Agreement shall be governed by the laws of the State of South Carolina (other than with respect to conflicts of laws).

SECTION 15. Counterparts. This Disclosure Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

[SIGNATURE PAGE FOLLOWS]

[REMAINDER OF PAGE INTENTIONALLY BLANK]

The Disclosure Dissemination Agent and the Issuer have caused this Continuing Disclosure Agreement to be executed, on the date first written above, by their respective officers duly authorized.

DIGITAL ASSURANCE CERTIFICATION, L.L.C.,
as Disclosure Dissemination Agent

By: _____
Name: _____
Title: _____

CITY OF COLUMBIA, SOUTH CAROLINA, as Issuer

By: _____
Name: _____
Title: _____

EXHIBIT A
NAME AND CUSIP NUMBERS OF BONDS

Name of Issuer	City of Columbia, South Carolina
Obligated Person(s)	City of Columbia, South Carolina
Name of Bond Issue:	\$_____ * Waterworks and Sewer System Revenue Bonds, Series 2019
Date of Issuance:	[], 2019
Date of Official Statement:	[], 2019
CUSIP Number:	198504

EXHIBIT B
NOTICE TO MSRB OF FAILURE TO FILE ANNUAL REPORT

Name of Issuer City of Columbia, South Carolina
Obligated Person(s) City of Columbia, South Carolina
Name of Bond Issue: \$_____ * Waterworks and Sewer System Revenue Bonds, Series 2019
Date of Issuance: [], 2019
Date of Official Statement: [], 2019

NOTICE IS HEREBY GIVEN that the Issuer has not provided an Annual Report with respect to the above-named Bonds as required by the Disclosure Dissemination Agent Agreement, dated as of [], 2019, between the Issuer and Digital Assurance Certification, L.L.C., as Disclosure Dissemination Agent. The Issuer has notified the Disclosure Dissemination Agent that it anticipates that the Annual Report will be filed by:_____

Dated: _____

DIGITAL ASSURANCE CERTIFICATION, L.L.C.,
as Disclosure Dissemination Agent,
on behalf of the Issuer

By: _____
Name: _____
Title: _____

cc: Issuer
 Obligated Person

EXHIBIT C-1
EVENT NOTICE COVER SHEET

This cover sheet and accompanying "event notice" may be sent to the Municipal Securities Rulemaking Board pursuant to Securities and Exchange Commission Rule 15c2-12(b)(5)(i)(C) and (D).

Issuer's and/or Other Obligated Person's Name:

Issuer's Six-Digit CUSIP Number:

or Nine-Digit CUSIP Number(s) of the bonds to which this material event notice relates:

Number of pages of attached material event notice: _____

_____ Description of Notice Events (Check One):

1. _____ "Principal and interest payment delinquencies;"
2. _____ "Non-Payment related defaults, if material;"
3. _____ "Unscheduled draws on debt service reserves reflecting financial difficulties;"
4. _____ "Unscheduled draws on credit enhancements reflecting financial difficulties;"
5. _____ "Substitution of credit or liquidity providers, or their failure to perform;"
6. _____ "Adverse tax opinions, IRS notices or events affecting the tax status of the security;"
7. _____ "Modifications to rights of securities holders, if material;"
8. _____ "Bond calls, if material;"
9. _____ "Defeasances;"
10. _____ "Release, substitution, or sale of property securing repayment of the securities, if material;"
11. _____ "Rating changes;"
12. _____ "Tender offers;"
13. _____ "Bankruptcy, insolvency, receivership or similar event of the Issuer;"
14. _____ "Merger, consolidation, or acquisition of the Issuer, if material;"
15. _____ "Appointment of a successor or additional trustee, or the change of name of a trustee, if material;"
16. _____ "Incurrence of a financial obligation of the Issuer, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a financial obligation of the Issuer, any of which affect security holders, if material;" and
17. _____ "Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a financial obligation of the Issuer, any of which reflect financial difficulties."

_____ Failure to provide annual financial information as required

I hereby represent that I am authorized by the issuer or its agent to distribute this information publicly:

Signature:

Name: _____ Title: _____

Digital Assurance Certification, L.L.C.
315 E. Robinson Street
Suite 300
Orlando, FL 32801
407-515-1100

Date: _____

EXHIBIT C-2
VOLUNTARY EVENT DISCLOSURE COVER SHEET

This cover sheet and accompanying "voluntary event notice" may be sent to the Municipal Securities Rulemaking Board pursuant to Securities and Exchange Commission Rule 15c2-12(b)(5)(i)(C) and (D).

Issuer's and/or Other Obligated Person's Name:

Issuer's Six-Digit CUSIP Number:

or Nine-Digit CUSIP Number(s) of the bonds to which this notice relates:

Number of pages attached: _____

_____ Description of Voluntary Event Disclosure (Check One):

1. _____ "amendment to continuing disclosure undertaking;"
2. _____ "change in Issuer;"
3. _____ "notice to investors pursuant to bond documents;"
4. _____ "certain communications from the Internal Revenue Service;"
5. _____ "secondary market purchases;"
6. _____ "bid for auction rate or other securities;"
7. _____ "capital or other financing plan;"
8. _____ "litigation/enforcement action;"
9. _____ "change of tender agent, remarketing agent, or other on-going party;" and
10. _____ "other event-based disclosures."

I hereby represent that I am authorized by the issuer or its agent to distribute this information publicly:

Signature:

Name: _____ Title: _____

Digital Assurance Certification, L.L.C.
 315 E. Robinson Street
 Suite 300
 Orlando, FL 32801
 407-515-1100

Date: _____

EXHIBIT C-3
VOLUNTARY FINANCIAL DISCLOSURE COVER SHEET

This cover sheet and accompanying "voluntary financial disclosure" may be sent to the Municipal Securities Rulemaking Board pursuant to Securities and Exchange Commission Rule 15c2-12(b)(5)(i)(C) and (D).

Issuer's and/or Other Obligated Person's Name:

Issuer's Six-Digit CUSIP Number:

or Nine-Digit CUSIP Number(s) of the bonds to which this notice relates:

Number of pages attached: _____

_____ Description of Voluntary Financial Disclosure (Check One):

1. ☐ "quarterly/monthly financial information;"
2. ☐ "change in fiscal year/timing of annual disclosure;"
3. ☐ "change in accounting standard;"
4. ☐ "interim/additional financial information/operating data;"
5. ☐ "budget;"
6. ☐ "investment/debt/financial policy;"
7. ☐ "information provided to rating agency, credit/liquidity provider or other third party;"
8. ☐ "consultant reports;" and
9. ☐ "other financial/operating data."

I hereby represent that I am authorized by the issuer or its agent to distribute this information publicly:

Signature:

Name: _____ Title: _____

Digital Assurance Certification, L.L.C.
 315 E. Robinson Street
 Suite 300
 Orlando, FL 32801
 407-515-1100

Date: _____



We Are Columbia

MEETING DATE: August 20, 2019

DEPARTMENT: Legal Department

FROM: *Shari Ardis, Legal Office Manager*

SUBJECT: Ordinance No.: 2019-059 Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 8, Environmental Health and Sanitation, Article III, Noise

FUNDING SOURCE & ORIGINAL BUDGET:

FOCUS AREAS: Connecting Our Community, Empowering Our Residents, Enhancing Columbia's Neighborhoods

ATTACHMENTS:

- **#a:** 2019-059 amend Chapter 8 Article III Noise (rev 81319) (PDF)

HISTORY:

07/16/19 Columbia City Council DEFERRED

ORDINANCE NO.: 2019-059

Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 8, Environmental Health and Sanitation, Article III, Noise

BE IT ORDAINED by the Mayor and Council this ____ day of _____, 2019, that the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 8, Environmental Health and Sanitation, Article III, Noise is amended to read as follows:

ARTICLE III. NOISE DIVISION 1. GENERALLY

Sec. 8-61. Unreasonably loud, disturbing or unnecessary noise.

(a) It shall be unlawful for any person to create, assist in creating, permit, or allow ~~continue or permit the continuance of~~ any unreasonably loud, disturbing or unnecessary noise in the city.

(b) Any person who violates Section 8-61(a) after being given notice that the noise is unlawful by any law enforcement officer authorized to arrest persons in the City of Columbia shall be subject to a criminal penalty in the municipal court as set forth in Section 1-5(a). For purposes of this offense, notice must be written.

~~Sec. 8-62. Operation of vehicles generally.~~

~~It shall be unlawful for any person in the operation of a motor vehicle to cause, suffer or allow any loud, excessive or unusual noise in the operation or use of such motor vehicle upon any of the streets of the city.~~

~~Sec. 8-63. Sounding horns or signaling devices on vehicles.~~

~~It shall be unlawful for the operator of any automobile, motorcycle, truck, bus or other vehicle to sound any horn or audible signal device in any other manner of circumstances or for any other purpose than required by law.~~

~~Sec. 8-64. Blowing steam whistles, electric horns or similar devices.~~

~~Except as required by law, no person shall blow or cause to be blown within the city any steam whistle, electric horn or other sound producing device except as alarm signals in case of fire or collision or other imminent danger.~~

~~Sec. 8-65. Racing engines of vehicles.~~

~~It shall be unlawful for any person to race the engine of any motor vehicle while such vehicle is not in motion, except when necessary to do so in the course of repairing, adjusting or testing the vehicle.~~

Sec. 8-662. Noises in connection with loading or unloading vehicles.

(a) It shall be unlawful for any person to use or permit to be used any automobile, truck, bus, motorcycle or other vehicle, engine, stationary or moving, instrument, device or other thing so out of repair, or so loaded in such a manner, as to create any loud and excessive noise in connection with the loading or unloading of any vehicle or the opening or destruction of bales, boxes, crates or containers.

(b) Any commercial activity which involves the loading and unloading of a vehicle, truck, dump truck, or other conveyance, (specifically including, but not limited to, garbage containers or dumpsters), between the hours of 11:00 pm on one day and 6:00 am of the next day must be below 50 dB(A) in all residential areas and below 70 dB(A) in all commercial areas, as measured in a direct line of sight/sound from fifty (50) feet away, as near as possible.

Sec. 8-673. Radios, phonographs, musical instruments and other sound-amplifying devices.

(a) *Disturbing the public generally.* It shall be unlawful for any person to maintain and operate in any building or on any premises in the city any radio device or mechanical musical instrument or device of any

kind whereby the sound therefrom is cast directly upon the public streets and places in such a manner as to create unreasonably loud, excessive or disturbing noises and where such device is maintained and operated for advertising purposes or for the purpose of attracting the attention of the passing public, or which is so placed and operated that the sounds coming therefrom can be heard to the annoyance or inconvenience of travelers upon any street, park or public place or of persons on neighboring premises.

(b) *Disturbing persons in hotel or dwelling.* It shall be unlawful for any person to play any radio, phonograph or musical instrument in such a manner or with such volume, particularly between 10:00 p.m. and 7:00 a.m., as to annoy or disturb the quiet, comfort or repose of persons in any dwelling, hotel or other type of residence.

(c) *Creating public nuisance.* It shall be unlawful for any person to operate, or cause or permit to be operated, any instrument or sound-producing or sound-amplifying device so loudly as to unreasonably disturb persons in the vicinity thereof or in such a manner as renders the instrument or device a public nuisance.

(d) *Permit for special occasions.* Upon application to the city council, permits may be granted to responsible organizations to broadcast programs of music, speeches or general entertainment as a part and in recognition of the community celebration of national, state or city events, public festivals or outstanding events of a noncommercial character, provided that traffic on the streets is not obstructed by reason thereof.

(e) Any person who violates Section 8-67(a), (b) or (c) after being given notice that the noise is unlawful by any law enforcement officer who is authorized to arrest a person in the geographical boundaries of City of Columbia shall be subject to a criminal penalty in the municipal court as set forth in Section 1-5(a). For purposes of this offense, notice must be written.

Sec. 8-684. Crying out or playing bells, drum or other instrument to attract attention.

It shall be unlawful for any person to make any noise upon a public street or in such proximity thereto as to be distinctly and loudly audible upon such street by any kind of crying, calling or shouting, or by means of any whistle, rattle, bell, gong, clapper, horn, hammer, drum, musical instrument or other device, for the purpose of attracting attention or of inviting patronage of any persons to any business whatever.

Sec. 8-695. Building operations.

It shall be unlawful for any person in conducting any building operations between the hours of 11:00 p.m. and 6:00 a.m. to operate or use any machine, equipment ~~piledrivers, steam shovels, pneumatic hammers, derricks, steam or electric hoists~~ or other apparatus, the use of which is attended with loud or unusual noise, in any block in which more than half of the buildings on either side of the street are used exclusively for residence purposes.

Sec. 8-7066. Audible signal alarm devices.

The following requirements as to the audible signal alarm devices shall apply to all buildings in the city:

(1) *Definition.* An audible signal alarm device shall mean any mechanism, equipment or system which is designed to operate automatically through the use or emission of an audible signal, message or warning.

(2) *Filing and posting of names of persons authorized to shut off alarm.* It shall be unlawful for the owner or occupant of any building in the city to cause or allow such building to contain or otherwise use an audible signal alarm device unless there is filed with the police department and posted on one or more of the usual entrances to the building, in a conspicuous place and manner visible from without the entrance, a list of the names and telephone numbers of persons who have access to and can shut down the device if the device is triggered or otherwise emits an audible signal or noise.

(3) *Availability of persons authorized to shut off alarm.* It shall be the duty of the owner or occupant to ensure that one or more of the persons whose telephone numbers are so listed shall be available at those telephone numbers at all hours and times, or in the alternative, that the owner or occupant notify the chief of police of the city, or such person as the chief of police may designate, of the telephone numbers at which one or more of those persons may be reached.

(4) *Penalty.* Violation of this section or failure to comply with any of its provisions shall be a misdemeanor, punishable, upon conviction, in accordance with section 1-5. A separate offense shall be deemed committed on each day during or on which a violation occurs or continues.

Secs. 8-71 ~~67~~—8-90. Reserved.

DIVISION 2. - NOISE POLLUTION

Sec. 8-91. Definitions.

The following words, terms and phrases, when used in this division, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Vehicle means any device which is capable of moving itself, or being moved, from place to place upon wheels or endless tracks; but such term does not include any farm tractor or any implement of husbandry designed primarily or exclusively for use and used in agricultural operations or any device moved by muscular power, or moved exclusively over stationary rails or tracks or designed to move primarily through the air.

Motorcycle means every vehicle designed to travel on not more than three wheels in contact with the ground, but does not include trail bikes, dirt bikes, minibikes, go-carts, golf carts, and similar vehicles which are not designed or approved for use on public roads and highways.

Muffler means a device consisting of a series of chambers or baffle plates or other mechanical design for the purpose of receiving exhaust gas from an internal combustion engine, and which is effective in reducing noise.

dB(A) means a sound level in decibels measured on the "A" scale of a standard sound level meter having characteristics defined by the American National Standards Institute, publication S1.4-1971.

Ambient Noise Level means the lowest sound level repeating itself during a six-minute period as measured with a sound level meter. The minimum sound level shall be determined with the noise source at issue silent, and in the same location as the measurement of the noise level of the source at issue.

Decibel is a unit of measurement of intensity of sound (the sound pressure level unit used to express the magnitude of a change in sound level. The difference in decibels between two sound pressure levels is twenty times the common logarithm of the ratio of that sound pressure level to a reference level of 2×10^{-5} N/m² (Newton's/meter squared).

Octave band is a means of dividing the range of sound frequencies into octaves, in order to classify sound according to pitch.

Octave band filter means an instrument, standardized by the American Standard Association, used in conjunction with a sound level meter to take measurements in specific octave bands.

Sound level meter means an instrument, standardized by the American Standard Association American National Standards Institute (ANSI), used for measurement of the intensity of sound and calibrated in decibels.

Sec. 8-92. Measurement of sound level.

(a) ~~For the purpose of measuring the intensity and frequencies of sound, sound level meters and octave band filters shall be employed. In the enforcement of this division, noise produced by the operation of motor-driven vehicles, stationary units, flying objects or other transportation facilities shall be included in the determination of the maximum decibel levels permitted.~~

~~(b) — Sounds of short duration, as from forge hammers, punch presses and metal shears, which cannot be measured accurately with the sound level meter, shall be measured with an impact noise filter as manufactured by the General Radio Company, or its equivalent, in order to determine the peak value of the impact. For sounds so measured, the sound pressure level set forth in table I may be increased by six decibels.~~

~~(a) Sound from a vehicle operating on a public road or highway, including the sound of amplified music coming from such vehicle, shall be measured at a distance as close to fifty feet from the center of the lane of travel as is practical under the circumstances existing at the time of the measurement.~~

~~(b) Sound from a vehicle operating on private property or public property which is not a road or highway, including the sound of amplified music coming from such vehicle, shall be measured at a distance of fifty feet or more from such vehicle.~~

~~(c) Sound from a non-vehicular source shall be measured at a distance of ten feet from the property line of the property where such sound is radiating, except that where the noise source is located on public property owned by a governmental entity, the sound shall be measured at a distance of ten feet from the property line or fifty feet from the noise source, whichever is less. The sound of amplified music from a non-moving vehicle on private property or public property which is not a road or highway shall be considered "sound from a non-vehicular source."~~

~~(d) Sound shall be measured on the "A" weighting scale on a sound level meter of standard design and quality and characteristics established by the American National Standards Institute.~~

~~(e) For purposes of this ordinance, measurements with sound level meters shall be made when the wind velocity at the time and place of such measurement is not more than five miles per hour or twenty-five miles per hour with a wind screen.~~

~~(f) For all sound level measurements, consideration shall be given to the effect of the ambient noise level created by the encompassing noise of the environment from all sources at the time and place of such sound level measurement.~~

Sec. 8-93. Maximum permitted sound levels.

It shall be unlawful for any person to create sound in excess of the sound pressure levels delineated in table I.

TABLE I. MAXIMUM PERMITTED SOUND PRESSURE LEVEL (IN DECIBELS)

Octave Band (cycles per second)	Sound Pressure Level (decibels)	
	Residential	Commercial
0 — 75	65	79
75 — 149	60	74
150 — 299	55	66
300 — 599	55	59
600 — 1,199	45	53
1,200 — 2,399	45	47
2,400 — 4,799	40	41

4,800 and over	40	39
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(a) Sound from a vehicle being operated on a public road or highway with the following speed limits shall not exceed the following as measured on the "A" weighting scale dB(a):

Type of Vehicle	Speed Limit of 35 mph or less	Speed Limit of more than 35 mph
Motorcycle manufactured before 1/1/73	82 dB(A)	86 dB(A)
Motorcycle manufactured on or after 1/1/73	80 dB(A)	84 dB(A)
Vehicle with a manufacturer's gross vehicle rating of 10,000 lbs. or more, and any combination of vehicles towed by such vehicle	86 dB(A)	88 dB(A)
All other vehicles	80 dB(A)	84 dB(A)

(b) Sound from a vehicle being operated on private property or public property which is not a road or highway shall not exceed the following as measured on the "A" weighting scale dB(A):

All vehicles: 78 dB (A)

(c) Sound from a non-vehicular source located in a residential area, shall not exceed the following limits:

6:00 a.m. until 11:00 p.m. of the same day: 55 dB (A)

11:00 p.m. until 6:00 a.m. of the following day: 50 dB (A)

(d) Construction projects in residential areas shall not exceed the following noise levels for the period within which construction is to be completed pursuant to any applicable construction permit, or if no time limitation is imposed, then for a reasonable period of time for completion of project:

7:00 a.m. until 7:00 p.m. of the same day: 80 dB (A)

7:00 p.m. until 7:00 a.m. of the following day: 75 dB (A)

(e) Periodic, impulsive, or shrill noises are hereby declared unlawful when such noises are at or above a sound level of five dB (A) more than those listed herein.

Sec. 8-94. Exceptions.

The provisions of this ordinance shall not apply to:

(a) The use of property by the state, or any political subdivision of the state, or any of their lessees, licensees, or permittees, for the purpose of promoting, producing, or holding cultural, entertainment, athletic, or patriotic events, including, but not limited to, concerts, music festivals, and fireworks displays.

(b) Property in use for manufacturing or industrial purposes as of January 1, 2018.

(c) Public utilities regulated pursuant to State or Federal law.

(d) Operation of aircraft or other activities which are subject to federal law with respect to noise control.

(e) Any authorized emergency vehicle, when responding to an emergency call or acting in time of emergency.

(f) The sound made by the sounding of the horn of any vehicle as a danger warning signal or by the sounding of any burglar, fire, personal safety or other warning device.

(g) Activities conducted pursuant to a special use permit issued by the City of Columbia, unless noise is not addressed by the special use permit.

(h) The sound made by a lawnmower or other hand or power tool of no more than five horsepower, between the hours of 7 a.m. and 11 p.m., except Sundays between the hours of 8 a.m. and 11 p.m.

(i) The sound made by persons who are engaged in, or attending as spectators, any organized sporting or athletic event between the hours of 7 a.m. and 11 p.m.

Sec. 8-95. Vehicle Muffler Required.

(a) No person shall operate any vehicle that is not equipped with a muffler in constant operation.

(b) Every motor vehicle or moped driven upon a street and propelled by a combustion engine shall be equipped with a muffler and exhaust system in constant operation and properly maintained to prevent any noise:

(1) In excess of that emitted by the exhaust system of such vehicle as originally installed by the manufacturer of such vehicle; or

(2) Which exceeds 84 dB(A) at any time.

(c) No motor vehicle or moped driven on a street shall be equipped with any muffler cut-off or bypass.

(d) No motor vehicle or moped driven on a street shall emit sound in excess of that allowed under Article III.

Sec. 8-96. Animal Sounds.

Noise from animals shall conform to the requirements and guidelines of Article III Animal Control, of Chapter 4 Animals of the Code of Ordinances of the City of Columbia.

Secs. 8-94 97—8-120. - Reserved.

This ordinance is effective as of final reading.

Requested by:

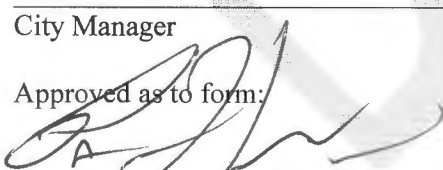
Councilmember Duvall

Mayor

Approved by:

City Manager

Approved as to form:



Senior Assistant City Attorney

Introduced:

Final Reading:

ATTEST:

City Clerk



We Are Columbia

MEETING DATE: August 20, 2019

DEPARTMENT: Legal Department

FROM: *Shari Ardis, Legal Office Manager*

SUBJECT: Resolution No.: R-2019-078 Adopting an Investment Policy for the City of Columbia

FUNDING SOURCE & ORIGINAL BUDGET:

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

ATTACHMENTS:

- **#a:** R-2019-078 Adopt Investment Policy (PDF)

RESOLUTION NO.: R-2019-078*Adopting an Investment Policy for the City of Columbia*

BE IT RESOLVED this ____ day of _____, 2019, by the Mayor and City Council of the City of Columbia, South Carolina that the investment authority provided by S.C. Code of Laws §6-5-10 (Supp.2008) as amended, is hereby delegated to the City's Chief Financial Officer and City Treasurer pursuant to S.C. Code Ann. §6-5-20 (2004) as amended, until terminated or revoked; and,

BE IT FURTHER RESOLVED that the exercise of such authority is limited to and shall be in full compliance with state law and the Investment Policy adopted by City Council; and

BE IT FURTHER RESOLVED that the City Manager shall be responsible for the supervision of the Chief Financial Officer and City Treasurer in the exercise of such authority and shall insure that the Chief Financial Officer and City Treasurer do not exceed the authority delegated hereby and are at all times in full compliance with the attached Investment Policy for the City of Columbia, South Carolina, last updated August 1, 2019, which policy replaces and supersedes all previous policies formerly referred to as an investment policy of the City or its departments; and,

BE IT FURTHER RESOLVED that in the event Chief Financial Officer or City Treasurer exceed their authority or violate the City's Investment Policy, the City Manager may immediately terminate or revoke the authority of the Chief Financial Officer or City Treasurer delegated hereby. City Council reserves the right to terminate or revoke the authority of the Chief Financial Officer or City Treasurer delegated hereby by subsequent duly enacted resolution at any time and for any reason.

Requested by:

Assistant City Manager Palen

Mayor

Approved by:

City Manager

Approved as to form:


Deputy City Attorney

ATTEST:

City Clerk

Introduced:

Final Reading:



INVESTMENT POLICY

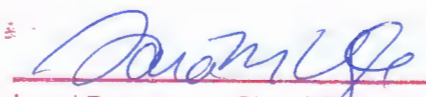
FOR

THE CITY OF COLUMBIA

STATE OF SOUTH CAROLINA

DRAFT – Last Updated August 1, 2019

APPROVED AS TO FORM


Legal Department City of Columbia, SC

Investment Policy

I. Scope

~~This policy~~This Investment Policy (the “Policy”) applies to the investment of all financial resources of the City of Columbia, managed by the Finance Director, the Treasurer and/or designee or contractual investment managers.

These funds are accounted for by the City’s Finance Department as represented in the City of Columbia’s Comprehensive Annual Financial Report and include:

- a. General Fund
- b. Special Revenue Funds
- c. Debt Service and Debt Service Reserve Funds (unless prohibited by bond ordinances or indentures)
- d. Capital Project Funds
- e. Enterprise Funds
- f. Internal Service Funds
- g. Agency Funds
- h. Any New Fund created, unless exempted by the City Council

Funds held by the Richland County Treasurer and the Lexington County Treasurer during tax collection periods shall be governed by their County’s investment policies, and are not subject to the provisions of ~~this policy~~this Policy.

Except for cash in certain restricted and special funds, the City will consolidate cash balances from all funds to maximize investment earnings. Investment income will be allocated to the various funds based on their respective participation and in accordance with generally accepted accounting principles.

II. General Objectives

The primary objective, in priority order, of investment activities shall be legality, safety, liquidity, and yield.

1. Legality

All investments made pursuant to ~~the Investment Policy~~this Policy shall be those authorized or permitted by S.C. Code of Laws §6-5-10 (Supp. 2008)¹, as amended.

2. Safety

Safety of principal is a primary objective of ~~the investment policy~~this Policy. Investments shall be undertaken in a manner that seeks to ensure the preservation of capital in the overall portfolio. The objective will be to mitigate credit risk and interest rate risk.

a. Credit Risk

The City will minimize credit risk, the risk of loss due to the failure of the security issuer or backer, by:

- Limiting investments to the safest types of securities.

- Utilizing the services of only banks or trust companies authorized to do business within the state.
- Diversifying the investment portfolio so that potential losses on individual securities will be minimized.

b. *Interest Rate Risk*

The City will minimize the risk that the market value of securities in the portfolio will fall due to changes in general interest rates, by:

- Structuring the investment portfolio so that securities mature to meet cash requirements for ongoing operations, thereby avoiding the need to sell securities on the open market prior to maturity.
- Investing operating funds primarily in shorter-term securities, money market mutual funds, or similar investment pools.

3. *Liquidity*

The investment portfolio shall remain sufficiently liquid to meet all operating requirements that may be reasonably anticipated. This is accomplished by structuring the portfolio so that securities mature concurrent with cash needs to meet anticipated demands. **The City will provide quarterly duration capability reports associated with the City's overall liquidity data management. These reports should be used to manage the portfolio to the City's liquidity needs, taking advantage of market opportunities.** Since all possible cash demands cannot be anticipated, the portfolio should consist largely of securities with active secondary or resale markets. A portion of the portfolio also may be placed in the money market mutual funds or local government investment pools which offer same-day liquidity for short-term funds.

4. *Yield*

The investment portfolio shall be designed with the objective of attaining a market rate of return throughout budgetary and economic cycles, taking into account the investment risk constraints and liquidity needs. Return on investment is of secondary importance compared to the safety and liquidity objectives described above. The core of investments is limited to relatively low risk securities in anticipation of earning a fair return relative to the risk being assumed. Securities shall not be sold prior to maturity with the following exceptions:

- A security with declining credit may be sold early to minimize loss of principal.
- A security swap would improve the quality, yield, or target duration in the portfolio.
- Liquidity needs of the portfolio require that the security be sold.

III. Standards of Care

1. *Care*

The standard of care to be used by investment officers shall be the "prudent person" ~~rule standard~~ and shall be applied in the context of managing an overall portfolio. Investment officers acting in accordance with written procedures and ~~this investment policy~~ **this Policy** and exercising due diligence shall be relieved of personal responsibility for an individual security's credit risk or market price changes, provided deviations from expectations are reported in a timely fashion and

the liquidity and the sale of securities are carried out in accordance with the terms of ~~this policy~~this Policy.

2. *Ethics and Conflicts of Interest*

Investment officers and employees involved in the investment portfolio shall refrain from personal business activity that could conflict with the proper execution and management of the investment portfolio, or that could impair their ability to make impartial decisions. Employees and investment officers shall disclose any material interests in financial institutions with which they conduct business. They shall further disclose any personal financial/investment positions that could be related to the performance of the investment portfolio. Employees and investment officers shall refrain from undertaking personal investment transactions with the same individual with whom business is conducted on behalf of the City.

3. *Liability*

The City shall be relieved from any liability for the loss of any public monies deposited or invested pursuant to and in compliance with ~~this Policy~~this Policy, including, but not limited to, losses occasioned by the purchase or sale of any instruments, securities or obligations, the closing of any deposit accounts or the failure of any depository.

4. *Advisors*

The City may retain one or more independent advisors or investment managers ("Advisors") to review the City's investment portfolio and make recommendations to the City and its investment officers regarding the City's investment strategy and outlook (including the advisability of purchasing, selling or holding specific securities), the composition and interest rate exposure of the portfolio or modifications to this Policy. Such Advisors should also inform the City or its investment officers of any significant change (including anticipated changes) in investment philosophy, firm partnership, portfolio managers, organization structure, professional personnel, assets under management, or account structure. [Notwithstanding the above, neither the City nor its investment officers should be liable or responsible for investment losses or liabilities related to securities, to the extent the City or its investment officers relied upon recommendations from an Advisor, if such Advisor was selected by the City or its investment officers through appropriate means and without negligence, recklessness or willful misconduct.]

IV. Delegation of Authority

City Council may, pursuant to S.C. Code of Laws §6-5-20 (Supp. 2008)¹, as amended, delegate authority provided for by S.C Code of Laws §6-5-10 (2004)², as amended, to the treasurer or other financial officer or any fiscal agent or corporate trustee charged with custody of the funds of the City of Columbia until such authority terminates or is revoked.

Delegation of investment authority shall be authorized by a duly enacted resolution of Columbia City Council.

Upon delegation of investment authority by Columbia City Council, the investment officers shall assume responsibility for investment transactions as authorized and in strict compliance with ~~the Investment Policy~~this Policy and state law.

V. Safekeeping and Custody

1. *Authorized Financial Dealers and Institutions*

A list will be maintained of financial institutions authorized to provide investment services. In addition, a list also will be maintained of approved security broker/dealers selected by creditworthiness (a minimum capital requirement of \$10,000,000 and at least five years of operation).

All financial institutions and broker/dealers who desire to become qualified for investment transactions must supply the following, as appropriate:

- a. Audited financial statements.
- b. Proof of Financial Industry Regulatory Industry (FINRA) registration.
- c. Proof of state registration.
- d. Certification of having read and understood and agreeing to comply with ~~the City's investment~~ this Policy.

An annual review of the financial condition and registration of qualified financial institutions and broker/dealers will be conducted by the City's investment officers and reported to the City Council and City Manager.

~~The investment officer(s) may invest in financial instruments offered by community financial institutions which do not meet the criteria under paragraph 1. Such investments shall be made subject to prior approval by Columbia City Council.~~

2. *Internal Controls*

The investment officers ~~is~~ are responsible for establishing and maintaining an internal control structure designed to ensure that the assets of the City are protected from loss, theft or misuse. The internal control structure shall be designed to provide reasonable assurance that these objectives are met. The concept of reasonable assurance recognizes that (1) the cost of a control should not exceed the benefits likely to be derived and (2) the valuation of costs and benefits requires estimates and judgments by management. Accordingly, the investment officers shall establish a process for an annual independent review by an external auditor to assure compliance with policies and procedures. The internal controls shall address the following points:

- a. Control of collusion
- b. Separation of transaction authority from accounting and recording keeping.
- c. Custodial safekeeping.
- d. Avoidance of physical delivery securities.
- e. Clear delegation of authority to subordinate staff members.
- f. Written confirmation of transactions for investments and wire transfers.

3. *Delivery vs. Payment*

All trades where applicable will be executed by delivery vs. payment (DVP) to ensure that securities are deposited in an eligible financial institution prior to the release of funds. Securities will be held by a third-party custodian as evidenced by safekeeping receipts.

VI. Authorized Investments

1. *Investment Types*

All investments made pursuant to ~~the Investment Policy~~this Policy shall be those authorized or permitted by S.C. Code of Laws §6-5-10 (Supp. 2008)¹, as amended.

VII. Investment Parameters

1. *Diversification*

The investments shall be diversified by:

- a. Limiting investments to avoid over concentration in securities from a specific issuer or business sector (excluding U.S. Treasury securities). No more than 10% in any single holding or 25% in any one issuer.
- b. Limiting investment in securities that have higher credit risks (see Authorized Investments, Section VI).
- c. Investing in securities with varying maturities.
- d. Continuously investing a portion of the portfolio in readily available funds such as local government investment pools (LGIPs), money market funds or overnight repurchase agreements to ensure that appropriate liquidity is maintained in order to meet ongoing obligations.

2. *Maximum Maturities*

To the fullest extent possible, the City shall attempt to match its investments with anticipated cash flow requirements. Unless matched to a specific cash flow, the City will not directly invest in securities maturing more than seven (7) years from the date of purchase or in accordance with state and local statutes and ordinances. However, the City of Columbia may collateralize its repurchase agreements using longer-dated investments not to exceed twenty (20) years to maturity. At least 20% of the portfolio shall have a maturity of 90 days or less. This is to include LGIPs, money market funds, and overnight repurchase agreements to ensure that appropriate liquidity is maintained to meet ongoing obligations. For purposes of determining maturity, the call date for securities trading on a yield-to-call basis will be used.

Reserve funds and other funds with longer-term investment horizons may be invested in securities exceeding seven (7) years if the maturity of such investments is made to coincide as nearly as practicable with the expected use of funds. Investment in securities with longer maturities shall not be made without prior approval of Columbia City Council.

3. *Competitive Bidding (Self-Managed Funds)*

The purpose of competitive bidding is to strengthen the investment program in terms of level and consistency of performance. All sales of securities will be bid competitively to the extent practical and all investments will be placed with vendors yielding the highest returns to the City. The right is reserved to reject the bid yielding the highest rate of return on any investment if such bid is inconsistent with the City's investment strategy, i.e. legality, safety, liquidity, yield., etc. Price and rate quotations on all trades may be obtained from sources within and outside the City. In the case of the sale of securities or the purchase of securities where all other factors are considered by the Finance Director to be equal, placement will be made in favor of the institution situated within the City if two bids or more are the same.

VIII Reporting

1. *Methods*

The investment officer shall prepare an investment report annually, including a management summary that provides an analysis of the status of the current investment portfolio and transactions made over the past year. This management summary will be prepared in a manner which will allow the City to ascertain whether investment activities during the reporting period have conformed to ~~the investment policy~~this Policy. The report should be provided to the City Administration and the City Council. The report will include the following:

- a. Listing of individual securities held at the end of the reporting period.
- b. Realized and unrealized gains or losses resulting from appreciation or depreciation by listing the cost and market value of securities over one-year duration that are not intended to be held until maturity (in accordance with Governmental Accounting Standards Board (GASB) requirements).
- c. Listing of investment by maturity date.
- d. Percentage of the total portfolio which each type of investment represents.

2. *Performance Standards*

The investment portfolio will be managed in accordance with the parameters specified within ~~this policy~~this Policy. Within these parameters the portfolio should obtain a market average rate of return during a market/economic environment of stable interest rates. If a contractual investment manager is utilized, a series of appropriate benchmarks shall be established against which portfolio performance shall be compared on a regular basis (i.e. Merrill Lynch 1-5 Year Treasury Index). Within these parameters the portfolio performance process will be based on the standard Book Value Return method (also known as the Amortized Cost Return).

3. *Marking to Market*

The market value of the portfolio shall be calculated at least quarterly and a statement of the market value of the portfolio shall be issued at least annually. The City intends to utilize the book value method due to the short nature of its operating portfolios (under 5 years). This will ensure that review of the investment portfolio, in terms of value and price volatility, has been performed consistent with the GFOA (Government Finance Officers' Association) Recommended Practice on "Mark-to-Market Practices for State and Local Government Investment Portfolios and Investment Pools." In defining market value, considerations should be given to the GASB Statement 31 pronouncement.

IX. Policy Considerations

1. *Exemptions*

Any investment currently held that does not meet the guidelines of ~~this policy~~this Policy shall be exempted from the requirements of ~~this policy~~this Policy unless in violation of state law. At maturity or liquidation, such monies shall be reinvested only as provided by ~~this policy~~this Policy.

2. *Amendments*

The City of Columbia shall review ~~this policy~~this Policy annually, and have the power to amend ~~this policy~~this Policy at any time.

X. Glossary

The attached glossary of the terms utilized in ~~this Investment Policy~~this Policy shall be incorporated into ~~this Policy~~this Policy.

BROKER:

A person who brings buyers and sellers together for a commission paid by the initiator of the transaction or by both sides.

CERTIFICATE OF DEPOSIT:

A time deposit with a specific maturity earning a specified rate of interest and evidenced by a certificate.

COLLATERAL:

Securities, evidence of deposit or other property which a borrower pledges to secure repayment of a loan. The word also refers to securities pledged by a bank to secure deposits of public monies.

DEALER:

A person who acts as a principal in all transactions, buying and selling securities.

DELIVERY VERSUS PAYMENT:

Delivery of securities with an exchange of money for the securities. It requires that delivery be evidenced before payment is released.

DIVERSIFICATION:

Dividing investment funds among a variety of securities offering independent returns.

FACE (PAR) VALUE:

The value on the face of a security at which it can be redeemed at maturity. Sales prior to maturity are usually at a premium over or discount below face value.

FEDERAL DEPOSIT INSURANCE CORPORATION:

A Federal agency that insures bank deposits.

LIQUIDITY:

A measure of the ability to convert a security into cash easily and rapidly with minimum risk of loss of principal.

MARKET VALUE:

The price at which a security is traded and could presumably be purchased or sold.

MATURITY:

The date upon which the principal or stated value of an investment becomes due and payable.

MONEY MARKET:

The market in which short term debt instruments are issued and traded.

PRUDENT PERSON RULE:

An investment standard. For example, an allowable investment in a security if it is one which would be bought by a prudent person of discretion and intelligence who is seeking a reasonable income and preservation of capital.

RATE OF RETURN:

The yield obtainable on a security based on its purchase price or its current market price. This may be the amortized yield to maturity on a bond or the current income return.

REGISTERED INVESTMENT ADVISOR:

~~A Registered Investment Advisor is an advisor or firm engaged in the investment advisory business and registered either with the Securities and Exchange Commission or state securities authorities.~~

REPURCHASE AGREEMENT:

A contractual agreement between the City and brokerage firms, banks or government bond dealers. The repurchase agreement issuer receives cash and, in turn, provides securities to the City. There exists a contractual agreement for the issuer to repurchase the securities at predetermined dates and prices.

YIELD:

The rate of annual income return on an investment, expressed as a percentage.

- a. **INCOME YIELD** is obtained by dividing the current dollar income by the current market price for the security.
- b. **NET YIELD** or **YIELD TO MATURITY** is the current income yield minus any premium above par or plus any discount from par in purchase price, with an adjustment spread over the period from the date of purchase to the date of maturity of the bond.

¹ S.C. Code of Laws, §6-5-10. *Authorized investments by political subdivisions.*

(a) The governing body of any municipality, county, school district, or other local government unit or political subdivision and county treasurers may invest money subject to their control and jurisdiction in:

(1) Obligations of the United States and its agencies, the principal and interest of which is fully guaranteed by the United States.

(2) Obligations issued by the Federal Financing Bank, Federal Farm Credit Bank, the Bank of Cooperatives, the Federal Intermediate Credit Bank, the Federal Land Banks, the Federal Home Loan Banks, the Federal Home Loan Mortgage Corporation, the Federal National Mortgage Association, the Government National Mortgage Association, the Federal Housing Administration, and the Farmers Home Administration, if, at the time of investment, the obligor has a long-term, unenhanced, unsecured debt rating in one of the top two ratings categories, without regard to a refinement or gradation of rating category by numerical modifier or otherwise, issued by at least two nationally recognized credit rating organizations.

(3)(i) General obligations of the State of South Carolina or any of its political units; or (ii) revenue obligations of the State of South Carolina or its political units, if at the time of investment, the obligor has a long-term, unenhanced, unsecured debt rating in one of the top two ratings categories, without regard to a refinement or gradation of rating category by numerical modifier or otherwise, issued by at least two nationally recognized credit rating organizations.

(4) Savings and Loan Associations to the extent that the same are insured by an agency of the federal government.

(5) Certificates of deposit where the certificates are collaterally secured by securities of the type described in (1) and (2) above held by a third party as escrow agent or custodian, of a market value not less than the amount of the certificates of deposit so secured, including interest; provided, however, such collateral shall not be required to the extent the same are insured by an agency of the federal government.

(6) Repurchase agreements when collateralized by securities as set forth in this section.

(7) No load open-end or closed-end management type investment companies or investment trusts registered under the Investment Company Act of 1940, as amended, where the investment is made by a bank or trust company or savings and loan association or other financial institution when acting as trustee or agent for a bond or other debt issue of that local government unit, political subdivision, or county treasurer if the particular portfolio of the investment company or investment trust in which the investment is made (i) is limited to obligations described in items (1), (2), (3), and (6) of this subsection, and (ii) has among its objectives the attempt to maintain a constant net asset value of one dollar a share and to that end, value its assets by the amortized cost method.

(8) A political subdivision receiving Medicaid funds appropriated by the General Assembly in the annual general appropriations act may utilize appropriated funds and other monies generated by hospital operations to participate in principal protected investments in the form of notes, bonds, guaranteed investment contracts, debentures, or other contracts issued by a bank chartered in the United States or agency of a bank if chartered in the United States, financial institution, insurance company, or other entity which provides for full principal payment at the end of a contract term not to exceed twelve years if the issuer has received a rating in one of three highest general rating categories issued by no fewer than two nationally recognized credit rating organizations. No more than forty percent of the appropriated funds and other monies generated by hospital operations may be invested in the manner provided in this item. Revenue realized pursuant to these investments must be expended on health care services.

² **S.C. Code of Laws, §6-5-20.** *Delegation of investment authority.*

The governing body may delegate the investment authority provided by Section 6-5-10 to the treasurer or other financial officer or any fiscal agent or corporate trustee charged with custody of the funds of the local government, who shall thereafter assume full responsibility for such investment transaction until the delegation of authority terminates or is revoked.



We Are Columbia

MEETING DATE: August 20, 2019

DEPARTMENT: Legal Department

FROM: *Shari Ardis, Legal Office Manager*

SUBJECT: Resolution No.: R-2019-080 Committing the City of Columbia, South Carolina to provide a local match for a Municipal Association of South Carolina Hometown Economic Development Grant and Following its Procurement Policy when Securing Services and Products with the Grant Funds

FUNDING SOURCE & ORIGINAL BUDGET:

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

ATTACHMENTS:

- **#a:** R-2019-080 Hometown Economic Development Grant (PDF)

RESOLUTION NO.: R-2019-080

Committing the City of Columbia, South Carolina to provide a local match for a Municipal Association of South Carolina Hometown Economic Development Grant and Following its Procurement Policy when Securing Services and Products with the Grant Funds

WHEREAS, the Municipal Association of South Carolina offers Hometown Economic Development Grants to South Carolina cities and towns to implements economic development projects that will make a positive impact on the quality of life in their communities; and,

WHEREAS, grants of up to Twenty-five Thousand and No/100 (\$25,000.00) Dollars may be awarded to cities and towns for professional services including, but not limited to, developing master plans, providing analysis or materials for marketing, branding, or promoting cities and towns and their local businesses; and,

WHEREAS, cities and towns with populations of 10,000 and above must provide a fifteen (15%) percent match of the grant award; and,

WHEREAS, the Columbia Office of Economic Development seeks to implement a new marketing campaign over the upcoming year focusing on local businesses and why they love to be located in the City of Columbia, South Carolina (the "City"); NOW, THEREFORE,

BE IT RESOLVED by the Mayor and City Council of the City of Columbia, South Carolina (the "Council") this ___ day _____, 2019 that the City hereby commits to provide a local cash\in-kind match of at least Three Thousand Seven Hundred Fifty and No/100 (\$3,750.00) Dollars, which equals the minimum fifteen (15%) percent local match required by the Municipal Association of South Carolina, to support the City's application for a Twenty-five Thousand and No/100 (\$25,000.00) Dollars Hometown Economic Development Grant. These grant and local matching funds will be used by the City for Professional Services and the commitment to provide funds does not constitute a general obligation or pledge of the City's full faith and credit or taxing power.

BE IT FURTHER RESOLVED that the Council will follow the City's procurement policy adopted in accordance with SC Code of Laws Section 11-35-50 when securing all services and products purchased with funds awarded from a Hometown Economic Development Grant.

This resolution is made in regard to the submission of an application for Hometown Economic Development Grants funds to the Municipal Association of South Carolina on or before September 27, 2019.

Requested by:

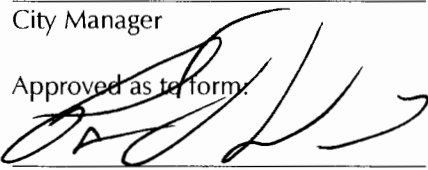
Assistant City Manager Palen

Mayor

Approved by:

City Manager

Approved as to form:



Senior Assistant City Attorney

ATTEST:

City Clerk

Introduced:

Final Reading:



We Are Columbia

MEETING DATE: August 20, 2019

DEPARTMENT: Community Development

FROM: Gloria Saeed, Director

SUBJECT: City Council is asked to approve a Substantial Action Plan Amendment #5 for submission to the Department of Housing and Urban Development along with all citizen comments received during the 15-day public comment period from August 9-24, 2019, as requested by the Community Development Department.

REQUISITION NO.: CDBG DR

FUNDING SOURCE & ORIGINAL BUDGET: Funding Source: CDBG DR

FOCUS AREAS: Economic Prosperity - Endless Possibilities

ATTACHMENTS:

- **#a:** Action Plan Amendment #5 draft for public comment period (PDF)



We Are Columbia

City of Columbia South Carolina

Community Development Block Grant – Disaster Recovery

Action Plan Amendment Number 5

Administrative and Non-Substantial Program Modifications

August 2019

For CDBG-DR Funds

Disaster Relief Appropriations Act of 2016
(Public Law 115-31, Effective: August 14, 2017)

(Public Law 114-113 Effective June 22, 2016)

**CITY OF COLUMBIA CDBG DISASTER RECOVERY
ACTION PLAN AMENDMENT NUMBER 5
AUGUST 9, 2019**

**SUMMARY OF REVISIONS
(SUBSTANTIAL AMENDMENT)**

PAGE NUMBER	SECTION	REVISION
5	TABLE 2-A	UPDATE OF APPLICANT NUMBERS
11-12	EXECUTIVE SUMMARY	UPDATE OF CDBG-DR BUDGET
14		UPDATE OF APPLICANT DEMOGRAPHIC INFORMATION JULY 2019
17	3.12 RACE, ETHNICITY AND LANGUAGE	2016 HUD INCOME LIMITS UPDATED TO CURRENT 2019 DATA
38	5.2.6 IMPACTS ON LMI HOUSEHOLDS	2017 HUD INCOME LIMITS UPDATED TO CURRENT 2019 DATA
46	6.0 PROGRAM DESCRIPTIONS	MINOR REPAIR PROGRAM (MRP)-DELETE URGENT NEED
46	6.0 PROGRAM DESCRIPTIONS	MINOR REPAIR PROGRAM (MRP)-DELETE URGENT NEED FROM ELIGIBILITY REQUIREMENTS; PROGRAM WILL ADDRESS UP TO 80% LMI
48	6.0 PROGRAM DESCRIPTIONS	MULTI-FAMILY AFFORDABLE HOUSING FUND-DELETE TARGETED AREAS AND MAKE AVAILABLE CITYWIDE
49-50	6.0 PROGRAM DESCRIPTIONS	REDUCTION/UPDATES OF HEAD GATES PROGRAM
	EXHIBIT C	UPDATE TO REVISED CDBG-DR EXPENDITURE AND PROGRAM PROJECTIONS (AUGUST 2019)

Summary of Action Plan Amendment 5 Changes

The City of Columbia's Substantial Action Plan Amendment 5 was developed in order to better align available CDBG-DR resources with the remaining needs of storm survivors while addressing funding gaps for existing programs. Table 1 shows the proposed reallocation of funding by program area.

Table 1
Distribution of CDBG-DR Funds by Program

Columbia, South Carolina CDBG Disaster Recovery Total Allocation					
CDBG Disaster Recovery Program	APA 4 Allocation	Re-Allocation	Total APA 5 Allocation	Percentage of Funding	Percentage LMI Benefit
Administration*	\$1,307,750	-	\$1,307,750.00	5%	-
Planning*	\$3,923,500	-	\$3,923,500.00	15%	-
Columbia Homeowner Assistance Program	\$2,980,000	3,238,750.00	\$6,218,750.00	24%	100%
Homeowner Buyout Program	\$0	0.00	\$0.00	0%	-
Small Rental Repair Program	\$3,000,000	(1,000,000.00)	\$2,000,000.00	7.65%	100%
Elevation Reimbursement	\$120,000	(26,000.00)	\$94,000.00	0.36%	0%
Minor Repair Program	\$4,952,750	2,356,700.00	\$7,309,450.00	28%	98.50%
Small Business Assistance Program	\$200,000	(85,000.00)	\$115,000.00	0%	100%
MF Housing	\$3,671,000	0.00	\$3,671,000.00	14%	100%
Canal Head Gates	\$4,000,000	(3,984,450.00)	\$15,550.00	0.06%	-
25% Local Cost Share Match (HMGP)	\$2,000,000	(500,000.00)	\$1,500,000.00	5.74%	5.7%
Total	\$26,155,000		\$26,155,000.00	100%	73.5%

Based upon an analysis of the current applicant pool and projected project costs, funding has been reallocated from several CDBG-DR Programs (Small Rental Repair Program (SRRP), Elevation Reimbursement Program, Small Business Assistance Program, 25% HMGP Local Cost Share Match, and Canal Head Gates) to the Columbia Homeowner Assistance Program (CHAP) and Minor Repair Program (MRP). The program budgets were decreased for these programs, with the exception of the Canal Head Gates project, as the reduced funding levels are sufficient to fund 100% of all eligible applicants currently in the pipeline.

The most significant shift in funding is a decrease of the \$3.9 million allocation for the Canal Head Gates project in order to provide additional funding for the completion of the city's single-family and rental housing programs. At this time, the city will utilize \$997,000 from the existing planning budget to develop the engineering and design plans for this project but will not use CDBG-DR program funds for the construction costs associated with restoration of the Head Gates.

Additional funding for CHAP is necessary to accommodate the shortfall in funding for the existing applicant pool and provide sufficient funding for approximately 20 structures that cannot be rehabilitated and require reconstruction. Reallocation of funding for the MRP is also necessary to fund 100% of the applicant pool that is low-to-moderate income. The reallocation of funds in APA 5 brings the total percentage of CDBG-DR funding to 73.5% LMI benefit which exceeds the current 70% LMI threshold.

Additional Action Plan Modifications

Additional Action Plan modifications have been made to update the text to reflect the current 2019 HUD income limits and to further clarify program requirements as follows:

Columbia Homeowner Assistance Program (CHAP)- The \$150,000 program cap for CHAP was adjusted to include the provision of temporary relocation assistance, HQS/code compliant work, environmental remediation, and insurance premiums.

Minor Repair Program (MRP)-MRP was modified to eliminate minor repair assistance to households exceeding 80% AMI in order to serve all eligible LMI applicants and meet the 70% LMI benefit threshold.

Multi-family Affordable Housing Fund-the multi-family program was amended to make the program available to all multi-family units within city limits in order further increase the affordable housing opportunities.

Program Expenditures and Outcomes Tables in Exhibit C have also been updated to reflect current and projected performance of the city's CDBG-DR Programs based upon the construction schedules for each program.

All Action Plan changes covered by this Substantial Amendment are highlighted in gray and in the text of the plan for review and comment.

**CITY OF COLUMBIA CDBG DISASTER RECOVERY
ACTION PLAN AMENDMENT NUMBER 4
APRIL 2019**

SUMMARY OF REVISIONS

PAGE NUMBER	SECTION	REVISION
63-65	Program Descriptions-CHAP	Revised to indicate funding cap will include the costs of relocation assistance; update the end dates from March 2021 to December 2021.
66-67	Program Description-SRRP	Revised to indicate funding cap will include the costs of relocation assistance; update the end dates to December 2021.
70-72	Program Description-MRP	Revised to indicate funding cap will include the costs of relocation assistance; update the end dates to December 2021.
73	Program Description-Small Business Recovery	Revised the program end date from September 2019 to December 2018.
76	Program Description-Multifamily Affordable Housing	Revised program end date from December 2019 to December 2021.
79	Program Description-Head Gate Repair	Revised program end date from December 2018-December 2021
82	Program Description-HMGP	Revised program end date from December 2018 – December 2021
129	Exhibit C	Provide actual expenditures and homeowner benefits through fourth quarter of 2018.

SUMMARY OF NON-SUBSTANTIAL AND ADMINISTRATIVE CHANGES

Section 6 – Program Descriptions for CHAP, MRP, SRRP have been revised to indicate established funding caps will include the costs of relocation and environmental remediation; updated start and end dates for all projects.

Exhibit C – Financial Projections/Expenditures; Performance Projections and Expenditures for the first two years have been revised to reflect actual data. Expenditure and Performance projections for remaining four years will be updated in the next Action Plan Amendment.

**CITY OF COLUMBIA CDBG DISASTER RECOVERY
ACTION PLAN AMENDMENT NUMBER 3
OCTOBER 2018**

SUMMARY OF REVISIONS

PAGE NUMBER	SECTION	REVISION
5	Overview	Added overview of program changes to Amendment #3.
21	Funding Allocation Table 2.1	Eliminated MRP Program Income funds of \$1 million; updated number of eligible properties.
63	6.0 Program Descriptions-CHAP	Removed the major and severe damage categories to reflect the intent to complete any eligible repairs greater than \$25,000; included relocation assistance as an eligible cost; program will continue to accept applicants until all funds are expended or reallocated; add role of Internal Auditor and QA/QC Plan to section on monitoring; homeowners must reside on the rehabilitated property for a minimum of 5 years after construction is complete. The International Residential Code, with SC modifications, will be applied to those properties requiring reconstruction.
66	6.0 Program Descriptions – Small Rental Repair	Revised to allow properties located in the floodplain with the maintenance of flood insurance; reimbursement for storm-related repairs must be made by a licensed contractor who has completed the work satisfactorily, applicants used personal funds to make necessary repairs and can demonstrate a financial hardship; added the role of the internal auditor and the QA/QC Plan in the monitoring section.
69-70	6.0 Program Descriptions – Elevation Reimbursement	Clarified that application for ICC funds is required only if the owner was required to have flood insurance at the time of the storm; added language concerning recapture of duplicate funds and revised the section on monitoring.
70-72	6.0 Program Descriptions – Minor Repair Program	Clarified that repairs will include those to ensure decent, safe and sanitary conditions as defined by DR Housing Standards. Eliminated the requirement for FEMA registration for all applicants who can document damages related to the October 2015 flood; added role of the internal auditor and QA/QC Plan to monitoring section; clarified that relocation and environmental remediation costs will be outside of the program cap; changed homeowner residence requirement to a minimum of three (3) years after construction is complete; added language concerning recapture of duplicative funds.

PAGE NUMBER	SECTION	REVISION
72-74	6.0 Program Descriptions – Small Business Disaster Recovery	Changed method of guaranty from mortgage to personal property guaranty; clarified lender is CDBG Disaster Recovery Program, not OBO; clarified that application for FEMA assistance is not required for commercial properties; added role of internal auditor and QA/QC Plan to monitoring section.
74-77	6.0 Program Descriptions – Multifamily Affordable Housing	Clarified that grants will be made through subrecipients; eliminated loans, loan guarantees, and interest rate subsidies as methods of award; eliminated owners of damaged properties as eligible applicants; included reasonable developer fees to list of eligible soft costs; included section on Readiness to Proceed; updated section on monitoring to include role of Internal Auditor and the QA/QC Plan.
79	6.0 Program Descriptions – Canal Head Gates	Updated the section on monitoring to include role of Internal Auditor.
80-82	6.0 Program Descriptions – HMGP Local Cost Share Match	Clarified rental properties are eligible per Buyout Program criteria established in Action Plan dated December 21, 2016; clarified that second homes are not eligible properties; added details on relocation assistance, program administration, meeting a CDBG national objective, the application process, and DOB review.
85	6.2.2 Housing	Eliminated the \$1 million contribution of CDBG Program Income funds to the Minor Repair Program.
85-86	6.3.1 Construction Standards	Clarified new construction will meet 2015 International Residential Code and DR Housing Standards; green building improvements will be made when applicable; green building certification is required for all new construction/reconstruction; clarified method of determining pre-flood FMV.
88	6.3.4 Elevation Standards	Clarified that green building improvements will be made when feasible for rehabilitation projects and for all new construction/reconstruction projects; deleted requirements for duct and air leakage certification and solar readiness.
90	6.3.6 Broadband Infrastructure	Changed tense to indicate approval of Action Plan Amendment #1.
90-91	6.3.7 Disaster Resistant Housing	Multifamily housing: changed number of neighborhood revitalization areas to eight not nine; CHAP: updated number of eligible homeowners; SRRP: added requirement for documentation of storm damage; MRP: changed International Property Maintenance Code to decent, safe and sanitary conditions per the DR Housing Standards, and International Residential Code when applicable.
94	6.3.8 Minimize or Address Displacement	Added the maximum replacement housing payment of \$7200; replace HQS with decent, safe, and sanitary.
95-98	6.3.10 Monitoring Standards and Procedures	Added Internal Auditor responsibility to develop program level monitoring strategy; updated Table 30, Monitoring Staff, to include the Internal Auditor and DR compliance specialist; clarified that DR

		compliance staff will also monitor subrecipients of disaster recovery funds.
PAGE NUMBER	SECTION	REVISION
100	Location, Mitigation Measures, Use of Urgent Need	Updated amount of CDBG DR allocation to include \$6,155,000 awarded under PL 115-31 and approved under Action Plan Amendment #1.
101	8.1 Citizens Participation Plan	Corrected the title of Section 8.3.
102-105	8.1. Citizen Grievances or Complaints	Clarified that the DR Manager will review and respond to all complaints; the Grievance Committee will be asked to consider complaints that require peer review.
105	8.3 Action Plan Opportunities for Public Engagement	Added comment period for Action Plan Amendment #3.
106	8.5.2 Environmental Clearance	Added ESP Associates as firm providing environmental services.
109	8.5.11 Procedures to Ensure Timely Information on Applicant Status	Added damage assessment, scope of work and contractor bids to program stages.
110	8.6 Summary of Public Comments and Responses	Added dates of public comment period for Action Plan Amendment #3 (October 4–19, 2018).
113	9.6 City Approval	Added date of City Council review (October 16, 2018) and approval of Amendment #3.

**CITY OF COLUMBIA CDBG DISASTER RECOVERY
ACTION PLAN AMENDMENT NUMBER 2
NON-SUBSTANTIAL
APRIL 17, 2018**

SUMMARY OF REVISIONS

PAGE NUMBER	SECTION	REVISION
Cover Page	CDBG-DR Funds	Revised Public Law 114-3 to Public Law 114-113
Table of Contents	Table of Contents	Corrected missing Sections and page numbers
Page 9	Reallocation of Disaster Recovery Funds	Updated line items for Planning and Subtotal in Total Allocation Column
Page 65	6.0 CDBG-DR Programs: CHAP	Revised start and end date to align with those in Financial Projections updated 12/1/17
Page 68	6.0 CDBG-DR Programs: Small Rental Repair Program	Revised start and end date to align with those in Financial Projections updated 12/1/17
Page 68	6.0 CDBG-DR Programs: Elevation Reimbursement Program: Eligible Activity	Revised 24 CFR 507.201 to 24 CFR 570.201
Page 70	6.0 CDBG-DR Programs: Elevation Reimbursement Program	Revised start and end date to align with those in Financial Projections updated 12/1/17
Page 72	6.0 CDBG-DR Programs: Minor Repair Program	Revised start and end date to align with those in Financial Projections updated 12/1/17
Page 74	6.0 CDBG-DR Programs: Small Business Disaster Recovery Program	Revised start and end date to align with those in Financial Projections updated 12/1/17
Page 76	6.0 CDBG-DR Programs: Multi-Family Housing Fund	Revised start and end date to align with those in Financial Projections updated 12/1/17
Page 79	6.0 CDBG-DR Programs: Columbia Canal Head Gates	Revised start and end date to align with those in Financial Projections updated 12/1/17
Page 81	6.0 CDBG-DR Programs: HMGP Local Share Match	Revised start and end date to align with those in Financial Projections updated 12/1/17

**CITY OF COLUMBIA CDBG DISASTER RECOVERY
ACTION PLAN AMENDMENT NUMBER 1
SUMMARY OF REVISIONS
MARCH 2018**

PAGE NUMBER	SECTION	REVISION
Page 1	Table of Contents	New page numbers resulting from revisions.
Page 8	Overview: Housing – Buyout	Description of program changes resulting from HMGP approval, transfer of CBP properties, and allocation of \$2 million to HMGP Match Program.
Page 9	Overview: New Programs – HMGP Match	Updated number of properties and total allocation
Page 9	Overview: Reallocation of Disaster Recovery Funds Table	Reallocates CBP funding: \$1 million to HMGP Match, \$1,471,000 to Multifamily Affordable Housing Program
Page 10	Overview: Summary of Substantial Changes – Columbia Buyout Program	Updated to reflect transfer of CDBG DR properties to HMGP
Page 11	Overview: Summary of Substantial Changes - HMGP	Updated number of properties to include those currently in the CBP
Page 12	Overview: Summary of Substantial Changes -Section 10: Appendix	Added projections for new programs
Page 13	Executive Summary	1) Highlighted first paragraph to denote paragraph added 2) Revised percentage and amount of funding for housing to reflect new allocations
Page 18	Regulatory Guidance	Revised demographic percentages to match those on Page 14
Page 50	Housing Unmet Need	Revised percentage to reflect current housing funding allocation
Page 54	Housing Unmet Need – Renter Calculation	Added sentence noting that insurance funds were used to repair the apartment buildings
Page 61-62	Infrastructure	Updated amount of infrastructure repairs, State cost share and date of confirmation
Page 66-68	CDBG DR Programs: Columbia Buyout Program	Revised project description to reflect the transfer of CBP properties and funding to HMGP Match. This program will be closed.
Page 76-77	CDBG DR Programs: Small Business Disaster Recovery	Revised to clarify that those in the most heavily storm impacted areas will receive priority and that businesses must be located within an eligible census tract in the city limits
Page 78	CDBG DR Programs: Multifamily Affordable Housing Fund	Identified the eight Targeted Redevelopment Areas; revised allocation to reflect transfer of a portion of CBP funds

Page 81	CDBG DR Programs: Columbia Canal Head Gates	Added performance outcomes, which are reflected in Exhibit C Projections
Page 83	CDBG DR Programs: HMGP Match	Revised funding allocation and project description to reflect the transfer of CBP properties to HMGP and incorporate description of transition process and next steps.
Page 86-87	Leveraging Funds: Overview	Revised paragraph three to reflect the award of HMGP funds and the transfer of CBP properties to HMGP
Page 93	Disaster Resistant Housing	Updated percentage of housing funding allocation
Page 94	Small Rental Repair	Provided clarification of why program funding is capped at \$100,000 per structure; estimated repair costs are per unit and do not include the cost of environmental remediation
Page 105-107	Citizen Participation Plan	Reinstated the first two sentences, which were deleted in error; added the January 2018 public notice and comment period concerning HMGP; deleted reference to HUD as part of Grievance process
Page 118	City Approval	Added sentence indicating Action Plan Amendment #1 was presented to City Council and approved October 17, 2017
Page 134	Exhibit B - Public Comment 45	Corrected the amount of the cap to \$100,000 to reflect changes in this amendment
Page 135-142	Exhibit C – Revised Expenditure Projections (October 1, 2017)	Updated financial and performance projections for all projects and included projections for the Multifamily Affordable Housing Fund, the Columbia Canal Head Gates, and the HMGP Match Programs
Page 143	Exhibit C – Financial Projections	Inserted a heading identifying date of original Action Plan projections
	Exhibit F – Procurement Policies and Procedures	Included the CDBG Disaster Recovery Procurement Policy

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 Exhibit D – SF-424 Form and Checklists

 Exhibit E – Duplication of Benefit Procedures

 Exhibit F – Procurement Policies and Procedures

CDBG-DR Action Plan List of Acronyms

ABFE	Advisory Base Flood Elevation
ACS	American Community Survey
ADA	Americans with Disabilities Act
AMI	Area Median Income
AIAN	American Indian/Alaskan Native
BFE	Base Flood Elevation
CBP	Columbia Buyout Program
CDBG-DR	Community Development Block Grant-Disaster Recovery
CHA	Columbia Housing Authority
CHAP	Columbia Homeowner Assistance Program
CHDO	Community Housing Development Organization
CPAC	Climate Protection Action Committee
DOB	Duplication of Benefits
DOA	Department of Agriculture
DRGR	Disaster Recovery Grant Reporting
EGCC	Enterprise Green Committee Criteria
EPA	Environmental Protection Agency
FEMA	Federal Emergency Management Agency
FEMA IA	FEMA Individual Assistance
FEMA IHP	FEMA Individual and Households Program
FEMA PA	FEMA Public Assistance
FIRM	Flood Insurance Rate Map
HERS	Home Energy Rating System
HMGP	Hazard Mitigation Grant Program
HMIS	Homeless Management Information System
HOME	Home Partnership Program
HOPWA	Housing Opportunities for Persons with Aids
HUD	Housing and Urban Development (Department of)
ICC	Increased Cost of Compliance
LEED	Leadership in Energy and Environmental Design
LID	Low Impact Development
LMI	Low/Moderate Income
MACH	Midlands Area Consortium for the Homeless
MBE/WBE	Minority Owned Business Enterprise/Women Owned Business Enterprise
MFRG	Midlands Flood Recovery Group
MGD	Million Gallons/Day
MRP	Minor Repair Program
MSA	Metropolitan Statistical Area
NFIP	National Flood Insurance Program
NHPI	Native Hawaiian/Pacific Islander
OIG	Office of Inspector General
PA	Programmatic Agreement
PEAR	Property Enhancement Assistance for Rental Housing
PHA	Public Housing Authority
PP FVL	Personal Property FEMA Verified Loss
QA/QC	Quality Assurance/Quality Control
QPR	Quarterly Progress Report
RP FVL	Real Property FEMA Verified Loss
SBA	Small Business Administration
SBDR	Small Business Disaster Recovery
SCDNR	South Carolina Department of Natural Resources
SCEMD	South Carolina Emergency Management Department
SFHA	Special Flood Hazard Area
SNAP	Supplemental Nutrition Assistance Program
SRRP	Small Rental Repair Program
URA	Uniform Relocation Assistance and Real Property Acquisition Policies Act
USACE	U.S. Army Corps of Engineers

CITY OF COLUMBIA COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)
DISASTER RECOVERY PROGRAM
Action Plan Amendment #3
October 2018

OVERVIEW

The City of Columbia received HUD approval for its CDBG Disaster Recovery Action Plan on January 24, 2017 (Public Law 114-113). The Action Plan described the allocation of \$19,989,000 to programs designed to address unmet needs resulting from the October 2015 Storm/Flood, primarily focusing on rehabilitation of single-family residences that meet low to moderate income criteria. Action Plan Amendment Number 1, approved March 1, 2018, describes the status of current programs, allocates additional funding of \$6,166,000 in accordance with Public Law 115-31, and provides justification for the reallocation of initial funding and the creation of new programs to address unmet infrastructure and affordable housing needs.

Action Plan Amendment Number 2 included minor revisions to the Table of Contents and the start and end dates of individual programs to align with those in the financial projections. Action Plan Amendment #3 is not requesting a reallocation of any CDBG DR funds; however, the City has withdrawn its Program Income contribution of \$1 million.

Table A-1

COLUMBIA, SOUTH CAROLINA CDBG DISASTER RECOVERY TOTAL ALLOCATION					
CDBG DISASTER RECOVERY PROGRAM	FIRST ALLOCATION	SECOND ALLOCATION	TOTAL ALLOCATION	PERCENTAGE OF FUNDING	IMPACTED PROPERTIES
Administration*	\$999,450	\$308,300	\$1,307,750	5%	
Planning*	\$999,450	\$2,924,050	\$3,923,500	15%	
Columbia Homeowner Assistance Program	\$3,336,150	(\$356,150)	\$2,980,000	11%	20
Homeowner Buyout Program	\$2,000,000	(\$2,000,000)	\$0	0%	0
Small Rental Repair Program	\$6,565,270	(\$3,565,270)	\$3,000,000	11.5%	30
Elevation Reimbursement	\$3,490,000	(\$3,370,000)	\$120,000	0.5%	3
Minor Repair Program	\$2,398,680	\$2,554,070	\$4,952,750	19%	198
Small Business Assistance Program	\$200,000	\$0	\$200,000	1%	10
Subtotal			\$16,484,000		
MF Housing		\$3,671,000	\$3,671,000	14%	150
Canal Head Gates		\$4,000,000	\$4,000,000	15.3%	
25% Local Cost Share Match (HMGP)		\$2,000,000	\$2,000,000	7.7%	23
Total	\$19,989,000	\$6,166,000	\$26,155,000	100%	441

The status of current Disaster Recovery programs as of August 1, 2019 is identified in the chart below:

Table A-2

PROGRAM		NUMBER OF APPLICANTS EXPECTED	NUMBER OF APPLICANTS	NUMBER OF ELIGIBLE APPLICANTS
CHAP		76	79	59
SMALL RENTAL REPAIR		193	81	34
ELEVATION REIMBURSEMENT		22	9	3
HMGP MATCH		32	28	22
MINOR REPAIR		1198	213	135
		1521	410	253

Summary of Substantial Changes

Columbia Buyout/HMGP Local Cost Share Match Program:

- Include rental investment properties as eligible structures; second homes are not eligible.

Columbia Minor Repair Program

- Eliminate CDBG Program Income contribution of \$1 million.

Summary of Administrative and Non-Substantial Changes

The Columbia Homeowner Assistance Program (CHAP):

- Remove the major and severe damage categories to reflect the intent to complete any repairs necessary greater than \$25,000;
- Include relocation assistance as an eligible cost;
- Program will continue to accept applicants until all funds are expended or reallocated;
- Add role of Internal Auditor and QA/QC Plan to section on monitoring;
- Change the period of homeowner residency to five years from date of construction completion.

Columbia Buyout/HMGP Local Cost Share Match Program:

- Add a clear description of the Phase 1 intake process;
- Add bullet points to list all possible funding sources for DOB review;
- Clarify recapture requirements;
- FEMA registration is only required for owner occupied units;
- Funds will be distributed via wire transfer to the closing attorney and then reimbursed per program guidelines.

Columbia Small Rental Repair Program

- Properties located in the floodplain are eligible, but must maintain flood insurance in perpetuity;
- Monitoring section should describe role of Internal Auditor and QA/QC Plan.

Columbia Elevation Reimbursement Program

- Revise section on applicant intake to include pre-application;
- Clarify that final determination of properties in floodway to be made by ESP, not case managers;
- Clarify that application for ICC funds is required only if the owner was required to have flood insurance at the time of the storm.

Columbia Minor Repair Program

- Eliminate CDBG Program Income funds from the Minor Repair Program;
- Replace the International Property Maintenance Code with decent, safe, and sanitary as defined by DR Housing Standards;
- Eliminate requirement for all applicants for FEMA registration;
- Clarify that relocation assistance and environmental remediation costs will be provided outside the \$25,000 program cap.
- Change the period of homeowner residency from one (1) year to three (3) years from date of construction completion.
- Revise wording in section on monitoring.

Small Business Disaster Recovery Program

- Eliminate the requirement for FEMA applications for assistance as FEMA did not assess commercial properties;
- Delete financial feasibility and return on investment reviews from approval process; these are not required for a forgivable loan;
- Change guaranty from mortgage to personal guaranty
- Monitoring – add 90 days from closing and bi-annually during term of loan;
- A financial status report is not necessary;
- Clarify that the DR program, not OBO staff, will operate as lender.

CITY OF COLUMBIA COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)
DISASTER RECOVERY PROGRAM
ACTION PLAN AMENDMENT NUMBER 1
November 10, 2017

OVERVIEW

The City of Columbia received HUD approval for its CDBG Disaster Recovery Action Plan on January 24, 2017 (Public Law 114-3). The Action Plan described the allocation of \$19,989,000 to programs designed to address unmet needs resulting from the October 2015 Storm/Flood, primarily focusing on rehabilitation of single family residences that meet low to moderate income criteria. This is the first Action Plan Amendment requested by the City of Columbia and is in accordance with the requirements established by HUD in Federal Register dated August 7, 2017(Public Law 115-31), which allocates an additional \$6,166,000 to the City of Columbia for disaster recovery assistance.

Both English and Spanish versions of Action Plan Amendment Number 1 will be made available via the City of Columbia Disaster Recovery website at <http://dr.columbiasc.gov>. A public meeting describing program modifications and additions was held September 14, 2017 at Earlewood Park, 1113 Parkside Drive, Columbia, from 5:30-6:30 pm. A Public Notice announcing the meeting was advertised in *The State* newspaper on September 3, 2017 and throughout local media outlets. Written comments on the proposed Action Plan Amendment will be accepted via U.S. mail or by hand delivery to the Community Development Department at 1225 Lady Street, Suite 102, Columbia, SC 29201 and on the Disaster Recovery website for 14 days from September 15, 2017 through close of business September 29, 2017. The City published a second Notice on October 18, 2017 inviting the public to participate in another 14 day comment period ending November 1, 2017. All comments will be given the same consideration regardless of the method of submission.

Action Plan Amendment Number 1 describes the status of current programs, and provides justification for the reallocation of initial funding and the creation of new programs to address unmet infrastructure and affordable housing needs. As noted in the original Action Plan, the City of Columbia faces a significant challenge in developing programs that benefit low moderate income (LMI) households because the most severely damaged properties are not located in LMI areas. While our overall goals and objectives remain the same, the City of Columbia is proposing a new funding strategy that will maximize assistance to LMI households, both owner and renter occupied, to meet HUD’s requirement that 70% of funding benefits LMI households.

As the City approaches the two year anniversary of the October 2015 Flood, we are better informed about how original unmet needs have changed. Public concerns generally involve three questions:

- 1) Why does Columbia flood repeatedly and what is being done to minimize future damage;

2) Why does the disaster recovery process take so long; and

3) Can I be reimbursed for storm related repairs I’ve already completed?
- 1) It doesn’t take a presidentially declared disaster to inundate urban areas, which tend to be more prone to flooding due to proliferating development and the abundance of impervious surfaces generating large amounts of storm water runoff. Flash floods can strike at any time or place, channeling heavy rains into gullies and streams that quickly transform city streets into turbulent rivers. The severe thunderstorms that hit Columbia on July 23, 2017 – considered a 50-year storm with a 2 percent chance of happening in a given year - flooded roadways in several areas, capturing vehicles and trapping several drivers inside, overwhelming the sanitary sewer system, and causing power outages for 2762 residents.

Columbia is flooding in places not normally flooded. In May 2017 the Columbia City Council approved a storm water fee increase to fund a \$93 million five year plan to reduce the impact of flooding in certain areas. Projects in the Cottontown and Harlem Heights neighborhoods that will increase the number and size of storm pipes to move water out of the area more quickly have been designed and are ready for construction. Feasibility studies are still underway for the Shandon neighborhood and the Five Points entertainment district, including a retention project in Martin Luther King Park.

These actions are in addition to the floodplain management ordinances, new construction standards, and environmental sustainability and disaster resistant housing measures discussed in Section 6, Planning and Coordination. The City also is collaborating with Richland County and other regional partners to evaluate future land use options created by the acquisition of properties located in the floodplain that will establish best practices for storm water management and mitigate repetitive flooding within the city limits.

- 2) Unfortunately, until a locality becomes the victim of a national disaster, it is difficult to adequately describe the frustrating series of challenges faced in planning and executing a large scale disaster recovery program. Nevertheless, the City of Columbia needs to improve its communication of the disaster recovery process, better manage public expectations, expedite and synchronize processes where possible, and reduce the incidence of confusing or conflicting information that often arises from the program differences among the City, its neighboring counties and the State of South Carolina. This is an ongoing process of encouraging citizen participation and responding to public concerns. The program modifications and budget reallocations proposed in this Action Plan Amendment originate directly from applicant input.
- 3) After extensive public outreach and documentation from 339 applicants, the City of Columbia now believes that many property owners did not wait for federal assistance to repair their residences or rental units. Many private insurance companies denied coverage of flood damage forcing small rental property owners and single family homeowners to secure commercial loans to make needed storm damage repairs. In particular, homeowners with major and severe damage appear to have found the means to rehabilitate on their own or with the assistance of volunteer organizations. While some of these applicants have remaining repairs, many are experiencing a financial hardship as a result. Financial hardship is defined as financial difficulty due to the necessity of withdrawing funds from pension or retirement accounts or the use of high interest, high fee loans to make necessary repairs. As a result, the City’s reallocation strategy seeks to address these concerns by adding reimbursement of necessary, reasonable costs incurred within one year of the October 2015 Flood as an eligible use of funds for the Minor Repair and Small Rental Repair Programs.

The status of current Disaster Recovery programs as of October 1, 2017 is identified in the chart below:

Table B-1

PROGRAM	NUMBER OF APPLICANTS EXPECTED	NUMBER OF APPLICANTS	NUMBER OF ELIGIBLE APPLICANTS
CHAP	76	24	14
SMALL RENTAL REPAIR	193	44	22
ELEVATION REIMBURSEMENT	22	9	6
BUYOUT	42	17	17
MINOR REPAIR	1198	214	159
	1521	308	218

As noted above, the participation levels are significantly lower than expected, approximately 300 households compared to the earlier estimate of 1531. Based on self-reported data, applicants found ineligible were either over the 80% AMI (40.5%), did not register with FEMA (25%), or they already had completed storm damage repairs. A few applicants have withdrawn voluntarily.

Between May 31 and August 2, 2017, the City hosted ten (10) public outreach sessions attended by 193 residents; press releases were sent to approximately 70 local media organizations and interviews were conducted by several television and radio stations; a notice of the initial public information meeting was posted on YouTube and received 149 views; program information was posted on the City Talk, WISTV, and ABC Columbia websites; and in September the City mailed 1800 letters to rental property owners registered with the Department of Code Enforcement to solicit interest in the Small Rental Repair Program. The following broadly describes lessons learned in each program activity:

Housing - major rehabilitation of single family (one to four units) primary residences:

- ❖ Based on self-reported data, 55% applicants deemed ineligible for the Columbia Homeowner Assistance Program (CHAP) did not meet 80% AMI income levels. These homeowners appear to have found the means to rehabilitate on their own or with the assistance of volunteer organizations.
- ❖ Applicants who registered with FEMA were allowed to register only one property giving rental property owners the option of filing a damage assessment on their residence or the rental unit. All chose to register residences. For this reason we renewed our outreach to landlords, mailing 1800 letters to solicit interest in the Small Rental Repair Program (SRRP). We are experiencing a significant increase in calls from potential applicants.
- ❖ Approximately 90% of the programs approved in the original Action Plan were geared to owner occupied, single family households. The need for affordable rental housing is well documented in the needs assessment of our Action Plan and the Columbia Consolidated Plan and our Substantial Amendment reallocation strategy reflects this ongoing unmet need. To increase participation in our Small Rental Repair Program, the City proposes to reduce the funding cap from \$150,000 to \$100,000 per property, add reimbursement up to \$10,000 for necessary and reasonable storm related expenditures as an eligible use of funds, and reduce the number of years for maintaining affordable rates from three (3) years to two (2) years.

Housing - minor rehabilitation of single family housing:

The Minor Repair Program has received the most participation with 230 applicants as of October 1, 2017. Those determined not eligible are either over the 80% AMI income limit, have already completed storm related repairs, or are no longer interested in the program. Our reallocation strategy seeks to address these concerns by raising the income level to 120% AMI; and adding reimbursement of necessary, reasonable costs incurred by homeowners for storm damage repairs completed prior to application and within one year of the October 2015 Flood.

Housing - buyout of residential properties in the floodplain:

Prior to the CDBG Disaster Recovery Action Plan approval, the City submitted applications (269 and 270) to FEMA for its Hazard Mitigation Grant Program (HMGP) that originally identified 32 property owners interested in the City’s purchase, demolition and disposition of their property. Seventeen (17) of those households also applied to the CDBG Disaster Recovery Buyout Program when it became available. On November 9, 2017, the date this substantial amendment was submitted to HUD, the City received a notice of award for the two HMGP applications. In the interest of leveraging all potential funding sources, the City is requesting that \$2 million in CDBG funding currently allocated to the Buyout Program be transferred to the newly proposed FEMA HMGP Match program. Property owners will be notified of the change in program; however, the acquisition process is essentially the same for both programs.

Housing – pre-award/pre-application expenses:

The City allocated 16.6% of its Disaster Recovery funds in the initial Action Plan to the Elevation Reimbursement Program with the knowledge that any severely damaged properties in the floodplain would require elevation to two feet above the Base Flood Elevation to meet city ordinances. Public participation in this program has been minimal, most likely because of the documentation requirements. Only nine (9) homeowners applied for program funds, but three are located in the floodway and are prohibited from receiving Disaster Recovery funds. The City will reimburse \$120,000 of documented elevation costs for the six eligible applicants, close the program, and transfer funds to other activities.

New Programs – infrastructure and Local Cost Share Match:

The City is redirecting remaining funds and allocating new funds to 1) critical local infrastructure, 2) unmet needs for affordable housing, and (3) the HMGP 25% Local Cost Share Match. Specifically, the City expected to receive FEMA Public Assistance funds to repair a critical infrastructure project. The Canal Head Gates project provides potable water to thousands of residents, within and outside the city limits, as well as hospitals, universities, municipal buildings, police and fire stations. Damage to this public facility threatens the public health and safety during every heavy rain event, thus meeting the criteria of Urgent Need. The City also is proposing to fund new construction of affordable multifamily housing targeted to one of the City’s designated revitalization areas to further meet the needs of LMI renters and those displaced by the October 2015 Flood. We have allocated \$2 million to the HMGP 25% Local Cost Share Match, allowing the City to purchase approximately 30 properties that have not already sold or been renovated, including those previously eligible for CDBG DR funds, at 100% of the cost.

ACTION PLAN AMENDMENT NUMBER 1 REALLOCATION OF DISASTER RECOVERY FUNDS¹

The following table describes the funding transfers between approved recovery activities contained in the Action Plan and activities proposed in Action Plan Amendment Number 1.

Table B-2

COLUMBIA, SOUTH CAROLINA CDBG DISASTER RECOVERY TOTAL ALLOCATION					
CDBG DISASTER RECOVERY PROGRAM	FIRST ALLOCATION	SECOND ALLOCATION	TOTAL ALLOCATION	PERCENTAGE OF FUNDING	IMPACTED PROPERTIES
Administration*	\$999,450	\$308,300	\$1,307,750	5%	
Planning*	\$999,450	\$2,924,050	\$3,923,500	15%	
Columbia Homeowner Assistance Program	\$3,336,150	(\$356,150)	\$2,980,000	11%	50
Homeowner Buyout Program	\$2,000,000	(\$2,000,000)	\$0	0%	
Small Rental Repair Program	\$6,565,270	(\$3,565,270)	\$3,000,000	11.5%	50
Elevation Reimbursement	\$3,490,000	(\$3,370,000)	\$120,000	0.5%	6
Minor Repair Program	\$2,398,680	\$2,554,070	\$4,952,750	19%	350
Small Business Assistance Program	\$200,000	\$0	\$200,000	1%	10
Subtotal			\$16,484,000		
MF Housing		\$3,671,000	\$3,671,000	14%	150
Canal Head Gates		\$4,000,000	\$4,000,000	15.3%	
25% Local Cost Share Match (HMGP)		\$2,000,000	\$2,000,000	7.7%	30
Total	\$19,989,000	\$6,166,000	\$26,155,000	100%	646

*Increased allocation to Administration to reflect 5% of new total allocation; increased allocation to Planning to reflect 15% of new total allocation

SUMMARY OF SUBSTANTIAL CHANGES

Pursuant to the Grant Amendment Process identified in the Federal Register Notice of August 7, 2017, the City of Columbia has consulted with citizens, stakeholders, local government agencies and the Columbia Housing Authority to recalculate its needs assessment. All comments have been incorporated in preparing this Action Plan Amendment Number 1, which allocates \$6,166,000 in new funding not identified in the approved Action Plan and proposes the following program additions and modifications:

1. The Columbia Homeowner Assistance Program (CHAP):

The City updated program status including number and demographics of eligible applicants; changed the acceptable level of damage to include all major damage; eliminated the requirement for FEMA registration; clarified the use of the \$150,000 funding cap to include city building codes, floodplain ordinances, environmental remediation and green building requirements; and reduced funding based on projected participation levels. The program will be closed to applicants upon expenditure of all funding.

2. Columbia Buyout Program:

The City updated program status to reflect the transfer of all CDBG DR properties to the Hazard Mitigation Grant Program. The program will be closed to applicants.

3. Columbia Small Rental Repair Program

The City updated program status including number of applicants and estimates of landlord participation; decreased the funding cap to \$100,000 per property; added reimbursement up to \$10,000 of necessary, reasonable costs incurred by homeowners for storm damage repairs completed prior to application and within one year of the October 2015 Flood; reduced the number of years for maintaining affordable rates to 2 years to increase participation; and transferred funds to other activities.

4. Columbia Elevation Reimbursement Program

The City revised the program based on current participation, provided a rationale for closing the program to applicants, and transferred funds to other programs.

5. Columbia Minor Repair Program

The City updated program status describing current participation and description of unmet needs; added Urgent Need as a National Objective and revised eligibility criteria to include up to 120% AMI; added reimbursement of necessary, reasonable costs incurred by homeowners for storm damage repairs completed prior to application and within one year of the October 2015 Flood; eliminated the FEMA registration requirement; and increased funding based on participation projections.

6. Small Business Disaster Recovery Program

The city updated program status and participation levels and changed the national objective to Low-to-Moderate Income (LMI) Area; reduced the term of the loan to 2 years with 50% forgiven each year; and eliminated the need for gap financing. Businesses must be located along a commercial corridor damaged by the Flood of 2015 and demonstrate a contribution to economic revitalization of the area. No changes in funding are proposed.

7. Multifamily Affordable Housing Fund: The City is allocating funds for new construction of affordable rental housing for low to moderate income households up to 120% AMI to accommodate the need for workforce housing. The City will promote partnerships among federal agencies, state and local governments, and both non-profit and for-profit developers. This program will meet both LMI Housing and Urgent Need national objectives.

¹ The funding reallocation table does not include \$1 million in CDBG Program Income funds dedicated to the Minor Repair Program.

8. Canal Head Gates Repair and Improvements: The City will replace two critical Head Gates of the Columbia Canal facility, a multi-functional water supply utility that supplies potable water to 134,309 residents, all Columbia critical facilities, and the hydro plant located at its southern end, thus serving as a source of green hydroelectric power to the nation’s energy grid. This will be a Public Facility Improvement activity meeting the Urgent Need national objective.

9. Local Cost Share Match – HMGP: On November 9, 2017, the date Action Plan Amendment #1 was submitted to HUD, the City received a notice of award for HMGP applications 269 and 270. In the interest of leveraging all potential funding sources, the City is requesting that \$2 million in CDBG funding previously allocated to the Columbia Buyout Program (CBP) be transferred to the FEMA HMGP Match program. If approved, the CBP will be closed and existing applicants will be transferred to HMGP Match. The HMGP Match Program will assist approximately 30 property owners still interested in selling homes damaged by the October 2015 flood in meeting the 25% local cost share match requirement.

Summary of Administrative and Non-Substantial Changes

Section 1: Executive Summary (pages 12-13)

The City revised the Executive Summary to reflect current program status, the justification for reallocation of funds, and the creation of infrastructure and multifamily housing projects.

Section 2: Disaster Impact Overview and Regulatory Guidance (pages 14-18)

The City updated this section to reflect the addition of \$6,166,000 under Public Law 115-31; and describes its funding allocation strategy.

Section 5: Unmet Needs Assessment (pages 46-82)

The unmet needs assessment for housing and infrastructure has been updated using available data as of Sept/October 2017.

Section 6: Planning and Coordination (pages 83-99)

The City updated this section to describe the status of FEMA HMGP and Public Assistance funding; provided status on economic development needs; noted the responsibilities of the construction manager; the request for CDBG Disaster Recovery funds for repair of a critical infrastructure project; and expanded the discussion of disaster resistance housing.

Section 7: Location, Mitigation Measures, Use of Urgent Need (page 101)

The City reported the execution of the FEMA Programmatic Agreement and Addendum to streamline the environmental clearance process for historic preservation.

Section 8: Clarity of Plan and Citizen Participation (pages 102-113)

The City described citizen participation and public outreach to introduce the Action Plan Amendment; and provided enhanced grievance procedures, the status of environmental reviews and Authorization to Use Grant Funds, and described changes to its case management approach and procedures to ensure timely notification of applicant status; revised the description on Information Technology to include the development of a tracking and reporting database; updated the section on case management and the summary of public comments pertinent to this Action Plan Amendment.

Section 9: Conclusion (page 114-115)

The City updated pre-award costs to reflect current expenditures and provided status of environmental services contract award; added approval of Action Plan Amendment Number 1 by the City Council on October 17, 2017.

Section 10, Appendix (page 116-156)

Exhibit B-Public Comment, has been revised to incorporate the most recent public comments and a description of outreach efforts; Exhibit C-CDBG DR Expenditure Projections has been revised to reflect updated expenditure, financial and performance projections resulting from program changes proposed in this Action Plan Amendment; included projections for the Multifamily Affordable Housing Fund, the Columbia Canal Head Gates Project, and the HMGP Match Programs in Exhibit C-CDBG DR Expenditure, Financial and Performance Projections; Exhibit E, Duplication of Benefits has also been updated; Exhibit F, Procurement Policies and Procedures has been updated.

1.0 Executive Summary

The City of Columbia CDBG-DR Action Plan describes the status of current programs, and provides justification for the reallocation of initial funding and the creation of new programs to address unmet infrastructure and affordable housing needs. As noted in the original Action Plan, the City of Columbia faces a significant challenge in developing programs that benefit low moderate income (LMI) households because the most severely damaged properties are not located in LMI areas. As the City approaches the four-year anniversary of the October 2015 Flood, we are better informed about how original unmet needs have changed. While our overall goals and objectives remain the same, the City of Columbia is proposing a new funding strategy that will maximize assistance to LMI households, both owner and renter occupied, to meet HUD’s requirement that 70% of funding benefits LMI households.

The purpose of this Action Plan is to describe how the City of Columbia, SC will comply with all applicable rules and regulations in administration of the Community Development Block Grant – Disaster Recovery (CDBG-DR) funding granted by the Department of Housing and Urban Development (HUD). It is important to note that in developing this Action Plan the City of Columbia faced a significant challenge because the most severe damage was sustained by non-LMI households. Despite that challenge this Action Plan ensures that all funds will be managed to meet one or more of three national objectives:

- Benefit to Low-to-Moderate Income (LMI) Households
- Urgent Need
- Elimination of Slums and Blight

In addition to meeting these required objectives, the City of Columbia also aspires to promote economic development in under-developed areas, improve quality of life for all its citizens, and strengthen its communities through judicious management of federal government funding.

Table 1 shows the proposed reallocation of funding by program area.

Table 1
Distribution of CDBG-DR Funds by Program

Columbia, South Carolina CDBG Disaster Recovery Total Allocation					
CDBG Disaster Recovery Program	APA 4 Allocation	Re-Allocation	Total APA 5 Allocation	Percentage of Funding	Percentage LMI Benefit
Administration*	\$1,307,750	-	\$1,307,750.00	5%	-
Planning*	\$3,923,500	-	\$3,923,500.00	15%	-
Columbia Homeowner Assistance Program	\$2,980,000	3,238,750.00	\$6,218,750.00	24%	100%
Homeowner Buyout Program	\$0	0.00	\$0.00	0%	-
Small Rental Repair Program	\$3,000,000	(1,000,000.00)	\$2,000,000.00	7.65%	100%
Elevation Reimbursement	\$120,000	(26,000.00)	\$94,000.00	0.36%	0%
Minor Repair Program	\$4,952,750	2,356,700.00	\$7,309,450.00	28%	98.50%
Small Business Assistance Program	\$200,000	(85,000.00)	\$115,000.00	0%	100%
MF Housing	\$3,671,000	0.00	\$3,671,000.00	14%	100%
Canal Head Gates	\$4,000,000	(3,984,450.00)	\$15,550.00	0.06%	-
25% Local Cost Share Match (HMGP)	\$2,000,000	(500,000.00)	\$1,500,000.00	5.74%	5.7%
Total	\$26,155,000		\$26,155,000.00	100%	73.5%

Columbia is proposing a reallocation of its initial appropriation of \$19,989,000 to ensure maximum assistance to LMI households sustaining damage from the storm, that attains HUD’s 70% LMI benefit requirements, and assists the City in providing safe, disaster resilient housing critical to its long-term recovery strategy. Through this Action Plan Amendment the City is presenting its revised unmet need estimates based on current best available data and will continue to update these estimates as more complete data become available. Housing, including the HMGP Cost Share and the new multifamily rental units comprise 64% (\$16,723,750) of total funding. The following table indicates the revised total budget allocation for \$26,155,000.

Revised Total Budget

(October 2018)

COLUMBIA, SOUTH CAROLINA CDBG DISASTER RECOVERY TOTAL ALLOCATION					
CDBG-Disaster Recovery Program	First Allocation	Second Allocation	Total Allocation	Percentage of Funding	Impacted Properties
Administration*	\$999,450	\$308,300	\$1,307,750	5%	
Planning*	\$999,450	\$2,924,050	\$3,923,500	15%	
Columbia Homeowner Assistance Program	\$3,336,150	(\$356,150)	\$2,980,000	11%	50
Homeowner Buyout Program	\$2,000,000	(\$2,000,000)	\$0	0%	0

Table 1-1

Small Rental Repair Program	\$6,565,270	(\$3,565,270)	\$3,000,000	11.4%	81
Elevation Reimbursement	\$3,490,000	(\$3,370,000)	\$120,000	0.5%	3
Minor Repair Program	\$2,398,680	\$2,554,070	\$4,952,750	19%	180
Small Business Assistance Program	\$200,000	\$0	\$200,000	1%	4
Subtotal			\$16,484,000		
MF Housing		\$3,671,000	\$3,671,000	14 %	150
Canal Head Gates		\$4,000,000	\$4,000,000	15.3%	
25% Federal Match (HMGP)		\$2,000,000	\$2,000,000	7.7%	21
Total	\$19,989,000	\$6,166,000	\$26,155,000	100%	646 489

Demographics indicate that 93% of current applicants (as of October 1, 2018) meet LMI requirements, 170 are elderly, 83 are disabled, and 106 are Female Head of Households with children.

2.0 Introduction and Disaster Impact Overview

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 tropical moisture from Hurricane Joaquin. This heavy and extended rainfall exceeded a once in a thousand-year flood event with more than two feet of rainfall in less than 48 hours. The rain and flooding caused extensive damage to many dams, bridges, roads, homes, and businesses in the state’s capitol. As a result, approximately 400 homes and 60 businesses received rain and/or flood damage at an estimated value of \$65 million. In addition, the city sustained more than \$75 million in infrastructure losses. Most of the major and severe damages to housing occurred along the banks of Lake Katherine, Central and Lower Gills Creek, Wildcat Creek, and Penn Branch areas of the city. Numerous City of Columbia residents, including many of low-to-moderate income households, were forced to abandon their homes, and many houses were isolated as more than 100 streets were closed, blocked, or impassable. In addition to the damage to private residences and businesses, the city also experienced the total loss of one fire station and training facility.

The flooding also impacted the city’s utilities, wastewater treatment systems, and drinking water treatment and collection systems. Due to the fact that the ground surfaces were already saturated from rainfall in September, there were multiple dam failures in the city and a massive breach in the Columbia Canal. Flooding caused a 60-foot section of the Columbia Canal to wash away and caused the water level to drop below the level necessary for the city to pump water into its water treatment facility through normal operations. Additionally, wastewater stations were completely submerged and multiple sewer and water lines were ruptured or broken. The canal breach combined with numerous line breaks throughout the water system led to a 10-day disruption of clean drinking water for more than 375,000 citizens who received boil water notices. The flooding and disruption of drinking water severely impacted the operations of the following:

- City Capitol Complex
- Governor’s residential compound
- State Agencies
- City Government Agencies
- 5 colleges and 1 major university (40,000 students and 2,000 faculty)
- 5 Hospitals with 2,436 beds (including a Level 1 Trauma Center)
- US military installation -Fort Jackson (3,500 active duty members and 12,000 family members)
- All public, private, and parochial school districts
- Nursing homes and assisted care facilities
- Numerous Banking Institutions, Restaurants, Hotels, Tourist Destinations, and hundreds of other businesses and organizations

This widespread damage to homes, businesses, and critical infrastructure exacted a human toll disrupting the lives of the citizens of Columbia and across South Carolina who are still recovering.

In Columbia, homes along and near the City’s many creeks, lakes, and other waterways were inundated by floodwater causing almost complete destruction of some neighborhoods. Local businesses lost inventory and operations were halted leading to loss of income and wages. Exacerbating the overall economic loss was the decision to relocate the site of a previously scheduled major college football contest from Columbia’s University of South Carolina stadium to the opposing team’s stadium. As a result, businesses that were not otherwise impacted by the storm’s waters experienced tremendous economic loss.

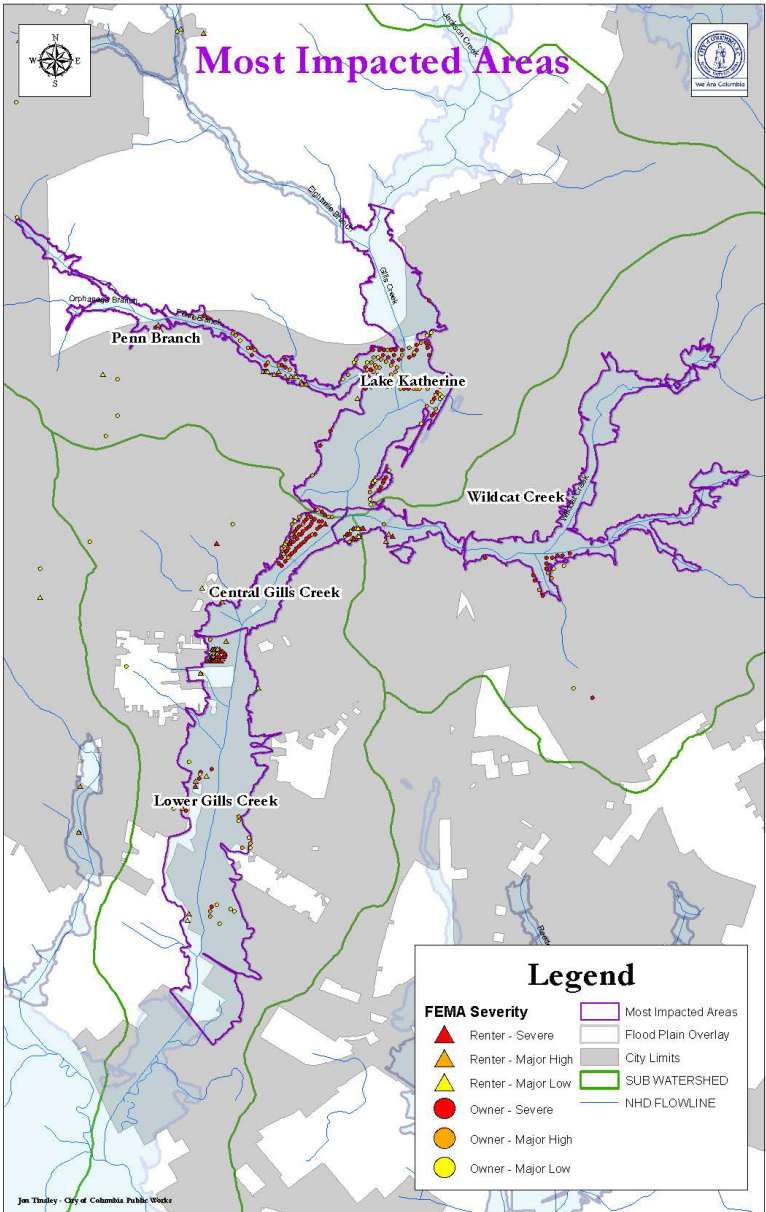
The federal disaster declaration brought necessary resources from the Federal Emergency Management Agency (FEMA) and the Small Business Administration (SBA) to aid in response and recovery. Due to the scale of the damage, FEMA and SBA’s resources, as well as private insurance, have proven insufficient to address all of the losses incurred from the disaster.

HUD’s total allocation of \$26.155 million in Community Development Block Grant Disaster Recovery (CDBG-DR) funds to the City of Columbia will help the city address some of the direst unmet needs. To illustrate the city’s plans for implementation of programs to meet these needs, the City of Columbia has developed the following Action Plan. The plan outlines the proposed use of funds and eligible activities available to assist residents and local businesses to recover from the October 2015 flood event.

Supplemental to the CDBG-DR Action Plan, the City of Columbia submitted all *Risk Analysis* Documentation to include the *City of Columbia CDBG-DR Pre-Award Implementation Plan* in compliance with PL. 114-113 in order to demonstrate sufficient capacity to effectively manage and provide oversight of CDBG-DR funding. Two hard copies and one digital copy of this documentation accompanied with all applicable certifications was submitted to HUD on July 22, 2016 as amended on December 21, 2016.

Regulatory Guidance

The Disaster Relief Appropriations Act of 2016 (Pub. L. 114-113, approved December 18, 2015) (Appropriations Act) was enacted to appropriate federal funds for disaster relief. The Act provides monies to states or units of general local government (UGLGs) for disaster recovery efforts in the most affected areas. As such, the federal government appropriated \$300 million in CDBG-DR funds to be made available to the various states that were declared a major disaster by the President of the United States in 2015. These funds are to be used to satisfy a portion of unmet need that still remains after other federal assistance, such as FEMA, SBA, or private insurance, has been allocated.



The Department of Housing and Urban Development (HUD) uses the “best available” data to identify and calculate unmet needs for disaster relief, long-term recovery, restoration of infrastructure, and housing and economic revitalization. Based on this assessment, HUD allocated \$96,827,000 in disaster recovery funds to the State of South Carolina to assist in recovery from the floods. The City of Columbia was provided a separate allocation of \$19,989,000, to address its unmet recovery needs. Supplemental to CDBG-DR funds, the city has also set aside \$1 million CDBG Program Income funds to augment recovery activities for low to moderate income households.

On May 5, 2017 grantees of the 2015 and 2016 CDBG Disaster Recovery Appropriations, received an additional allocation of \$342,200,000 under Public Law 115-31. The City of Columbia was awarded \$6,166,000 to address unmet needs resulting from the Flood of October 2015. Grantees allocated funds under this Federal Register Notice must submit a substantial Action Plan Amendment to HUD within 90 days of the effective date, August 14, 2017.

The Disaster Relief Appropriations Act requires that the state or local government must expend the funds within six years of the signed agreement between HUD and the grantee unless an extension is granted by HUD. All of the allocated funds must be used for eligible disaster-related activities with 70% of all CDBG-DR funding programmed to benefit low-to-moderate income households. To meet all federal requirements, the City of Columbia Community Development Department has been designated as the responsible entity for administering the CDBG-DR funds allocated directly to the city.

As such, the City of Columbia Community Development Department will ensure that all CDBG-DR funds meet one of three national objectives: 1) benefit to low-to moderate income (LMI) households, 2) elimination or prevention of slums and blight, and 3) urgent need. This Action Plan assesses unmet needs in the areas of housing, infrastructure, and economic development. The plan also updates the city’s allocation strategy to effectively address outstanding recovery needs, proposed use of funds, eligibility criteria, and methods to address long-term recovery.

The City’s Disaster Recovery Team has reviewed eligibility and program criteria to identify ways current programs can be modified to meet the needs of more homeowners. We also evaluated new program ideas such as multi-family affordable housing and critical infrastructure improvements The City has revised its allocation strategy based on comments made at one of our eight public outreach meetings held between May 31, 2017 and August 2, 2017 and information provided by program applicants, local agencies, and disaster recovery stakeholders.

As of July, 30 2019, our Case Managers have processed 410 applicants, 253 have received conditional eligibility based on an evaluation of the damages to the home as documented by FEMA and a preliminary review of the documents establishing ownership, residency, and income. The final award will be contingent upon verification of that information and a home inspection and damage assessment. Applicant demographics include 80% of total applicants qualify as Low to Moderate Income; 144 are over the age of 62; 74 are Disabled; and 61 are Female Head of Households.

Lessons learned indicate that those who could afford it have already completed repairs to their homes, many vulnerable homeowners taking loans or dipping into savings to pay. The allocation strategy for the city was developed using information from the following sources:

- Federal Emergency Management Agency (FEMA) Individual Assistance (IA) Program
- FEMA Public Assistance Program (PA)
- Small Business Administration (SBA)
- National Flood Insurance Program (NFIP)
- Columbia Housing Authority (CHA)
- City of Columbia Building Department
- City of Columbia GIS Department and Planning Departments
- City of Columbia Consolidated Plan
- City of Columbia Comprehensive Plan
- City of Columbia Building Permits
- City of Columbia Office of Business Opportunity (OBO)
- South Carolina Emergency Management Department (SCEMD)
- Engineering estimates for FEMA PA Projects
- United States 2010 Decennial Census
- 2014 American Community Survey (ACS)
- Public and stakeholder outreach and feedback

In conjunction with this information, the city analyzed and developed criteria to guide the decision-making process with these overall goals in mind:

- Serve all LMI households with Major or Severe Damage
- Ensure that 70% of CDBG-DR funding is allocated to meet the Low-to-Moderate Income Benefit requirements
- Maximize the number of LMI households benefitting from CDBG-DR programs, both homeowner and renter.

The City’s initial analysis was populated by FEMA damage assessments, income of potential applicants categorized as LMI using HUD 2016 income limits, projected average amounts of unmet need assuming program caps for non-LMI households (as incorporated into the design for each of the programs), and average re-building costs in the City of Columbia.

The following funding allocation chart in Table 2-1 indicates the results of the City’s most recent analysis of its current LMI applicant pool using HUD 2019 income limits and projected amounts of remaining unmet needs.

Table 2-1
Funding Allocation
(August 2019)

CDBG Disaster Recovery Program	LMI Budget Allocation	Current Eligible LMI Properties	LMI % Benefit	LMI \$ Benefit
Administration	NA	-		-
Planning	NA	-		-
Columbia Homeowner Assistance Program	\$6,218,750	59	100%	\$6,218,750
Homeowner Buyout Program	\$0	0	-	\$0
Small Rental Repair Program	\$2,000,000	36	100%	\$2,000,000
Elevation Reimbursement Program	\$94,000	3	0%	\$94,000
Minor Repair Program	\$7,309,450	137	100%	\$7,309,450
CDBG Program Income-MRP	\$0	0	-	\$0
Small Business Assistance Program	\$115,000	-	100%	\$115,000
25% Local Cost Share Match (HMGP)	\$1,500,000	22	5.7%	\$22,400
MF Housing	\$3,671,000	195	100%	\$3,671,000
Canal Head Gates	\$15,550	0	-	-
Total	\$20,923,750	452		\$19,226,958

3.0 Community Baseline Data

3.1 Demographic Profile of Impacted Areas

The demographic profile of the City of Columbia presented below summarizes key characteristics of the population including potential risk factors and vulnerabilities. During recovery planning, it is important to understand the underlying characteristics of the population in the impacted areas to ensure that recovery programs are responding to the unique conditions of the community and the residents in need of assistance. Due to the widespread flooding, residents of all demographics and income levels in the City were impacted. To reflect this, the profile includes information for the entire City of Columbia.

3.1.1 Total Population and Age

According to the 2010 U.S. Census, the City of Columbia had a total population of 129,272 residing in 45,666 households with an average household size of 2.18. The median age of City of Columbia residents in 2010 was 28.1 with 17% of the population under the age of 18 and 8.7% over the age of 65. These figures indicate that City of Columbia residents are generally younger than the State as a whole which, as of 2010, had a median age of 37.9 and a smaller percentage of residents over the age of 65 (Table 1).

Table 1: 2010 US Census City of Columbia Population

Municipality	Total	Pop 65+	% Pop 65+	Pop <18	% Pop <18	Median Age
City of Columbia	129,272	11,250	8.7%	21,914	17.0%	28.1
State of South Carolina	4,625,364	631,874	13.7%	1,080,474	23.4%	37.9

Source: 2010 US Census

3.1.2 Race, Ethnicity, and Language

The 2010 U.S. Census also indicates the City’s population is predominantly white (51.7%) and Black or African American (42.2%). Other races include Asian (2.2%), American Indian and Alaskan Native (0.3%), Native Hawaiian and Other Pacific Islander (0.1%), some other race (1.5%), and two or more races (2.0%). Columbia is also home to 5,622 Hispanic or Latino residents who account for approximately 4.3% of the population. As evidenced by Table 2, the racial composition of the City differs from the State as a whole, with the largest difference being the larger percentage of Black or African American residents in the City than in the State.

Table 2: 2010 US Census City of Columbia Ethnicity

Ethnicity	City of Columbia		State of South Carolina	
	Pop.	%	Pop.	%
Hispanic or Latino	5,622	4.30%	235,682	5.1%
White	66,777	51.70%	3,060,000	66.2%
African American	54,537	42.2%	1,290,684	27.9%
American Indian & Alaska Native	434	0.3%	19,524	0.4%
Asian	2,879	2.2%	59,051	1.30%
Native Hawaiian & Other Pacific Islander	164	0.1%	2,706	0.1%
Other Race	1,922	1.5%	113,464	2.5%
Two or More Races	2,559	2.0%	79,935	1.7%

Source: 2010 US Census

According to the US Census American Community Survey (ACS), 92.3% of the City of Columbia’s population speaks only English and 7.7% speak a primary language other than English. The most prevalent language other than English is Spanish, which is spoken by 4.1% of the population (5,039 residents). The ACS estimates that 14.6% percent of the residents that speak other languages speak English “less than very well.”

Due to the diverse nature of the City of Columbia, planning and recovery decisions may affect racial, ethnic and low income concentrations. For this reason, the city has incorporated ways to increase and provide the availability of affordable housing in low-poverty, non-minority areas where appropriate and in response to natural hazard-related impacts. The overall strategy used to inform the city’s housing recovery efforts can be found in the *2015-2019 Consolidated Plan, NA-15 Disproportionately Greater Need: Housing Problems*, which evaluates the existence of housing problems, severe housing conditions, and severe cost burden among racial and ethnic groups and compares that against citywide data to ascertain if any groups share a disproportionate burden of the area’s housing problems. Housing problems are defined as households meeting at least one of the following conditions:

- Lacks complete kitchen
- Lacks complete plumbing facilities
- More than one person per room
- Cost burden is greater than 30%

Households with severe conditions experience one or more of the above and severe overcrowding (more than 1.5 persons per room) and/or a cost burden greater than 50%.

A disproportionate need exists when persons of a particular racial or ethnic group experience housing problems at a rate at least 10 percentage points higher than the jurisdiction as a whole. It is important to note that these populations are small compared to the overall Columbia population, ranging from 100 to 200 people per race or ethnic group in each income cohort. Nonetheless, the fact that a disproportionate number of these groups experience housing problems is an issue that the City of Columbia will continue to address in its regular CDBG and Disaster Recovery programs.

The 2019 Area Median Income (AMI) limits for the City of Columbia by household size is:

County	80% Area Median Income (AMI) Limits							
	Number of Persons in Tenant Household							
	1	2	3	4	5	6	7	8
Richland	\$38,600	\$44,100	\$49,600	\$55,100	\$59,550	\$63,950	\$68,350	\$72,750

Asians and Hispanics in the Extremely Low and Very Low Income categories experienced a disproportionately greater need in terms of housing problems. Hispanics in the Low Income level also experienced such a need. Whites, Asians and Hispanics in the Extremely Low cohort experienced a disproportionately greater need; as did Hispanics in the Very Low Income range. Only American Indians or Alaska Natives and Hispanics experienced a disproportionately greater need in instances of cost burden or severe cost burden, experiencing severe cost burden at a rate much higher than the rest of the community, 32% and 28% respectively.

Citywide, 83% of Extremely Low Income persons experienced at least one of the four housing problems; 97% of both Asians and Hispanics in this income category experienced at least one housing problem, 14% higher than the jurisdictional rate. Seventy percent of persons at this income level citywide experience housing problems at a severe level, compared to 81% of Whites, 97% of Asians, and 91% Hispanics, all more than 10% higher than the jurisdictional rate.

Seventy-one percent (71%) of Very Low Income persons experienced at least one of the four housing problems; 83% of Asians and 96% Hispanics in this income category experienced at least one housing problem; 12% and 25% higher respectively than the citywide rate. Citywide, 32% at this income level experience severe housing problems compared to 50% Hispanics, a rate 18% higher.

Forty-three percent (43%) of Low Income persons experience at least one housing problem; as did 59% Hispanics in this income category; 16% higher than the citywide rate.

3.1.3 Education

At the time of the 2014 ACS, an estimated 86.4% of the City of Columbia residents had graduated from high school or had a higher level of education and training, and 9.4% had completed a bachelor’s degree or higher level of education and training.

3.1.4 Vulnerable and Special Needs Populations

When conducting recovery efforts, it is essential to accurately identify potentially vulnerable populations in the study area. These populations can face unique challenges and have more difficulty responding to disaster events than the general population due to physical and financial capabilities, health concerns, and location and quality of their housing, among other factors. For the purposes of this planning process, vulnerable populations include children; elderly; low-income; the physically, developmentally, or mentally disabled; the homeless; and the medically dependent. An analysis of each of these groups follows.

3.1.4.1 Children and Elderly

Households with children or elderly residents may experience additional vulnerabilities during disasters and subsequent recovery efforts. Limited mobility, required medicine, physical ailments, or fragility increase the safety risks for these individuals and their family members in emergency situations. Ensuring that these households have access to information, resources, and quality housing stock is a priority for the City of Columbia’s long-term public safety and community resilience efforts.

As of 2014, 11,596 households (25.4%) in the City had at least one child, and 8,521 households (18.7%) included at least one person age 65 or older. In addition, 4,046 households (8.9%) were comprised of people 65 years or older living alone, which creates even greater vulnerability.

3.1.4.2 Economic Hardship

Financial hardships can have far-reaching implications for residents, and especially for young families and the younger workforce. A household that experiences financial difficulties may find it challenging or impossible to make necessary repairs or investments that can increase safety and resilience. According to the 2014 ACS, the median household income in the City was \$41,454. A total of 17.4% of the population were considered below the poverty line in 2014; 4.2% received Supplemental Security Income; 1.6% received cash public assistance; and 16.4% received Food Stamps and Supplemental Nutrition Assistance Program (SNAP) benefits.

HUD considers families that pay more than 30% of their income for housing to be cost burdened, and as a result, likely to experience significant economic hardship. These individuals are likely to have amplified recovery needs due to a lack of resources to invest in improvements that increase preparedness, protect property, and aid recovery. Among current homeowners with a mortgage in the City of Columbia, the 2014 ACS reports that 24.3% spend more than 30% of their income on monthly housing costs. Among renters, 50.3% spend more than 30% of their income on monthly housing costs, which indicates a significant number of people experiencing serious economic hardship. The *City of Columbia 2015-2019 CDBG Consolidated Plan* reported that 17% of all households in the city experienced severe cost burdens meaning that these households are paying more than 50% of their income on housing costs.

3.1.4.3 Residents with Disabilities or Health Concerns

Residents with disabilities or mental disorders may have increased vulnerabilities during times of disaster and subsequent recovery efforts. The nature and extent of the disabilities in the City vary greatly, making a full understanding of the needs of this population very difficult to determine. However, it is imperative to identify and address the potential recovery needs of the current population with disabilities.

According to the 2015 ACS survey, 11,907 civilians (10.5% of the population) have a disability in the City of Columbia. Of these individuals, 533 are children and 3,225 are over the age of 65. Children and elderly with disabilities are most vulnerable and must be included in the planning and implementation of disaster recovery and resiliency initiatives. The *City of Columbia 2015-2019 CDBG Consolidated Plan* reports that 42.9% of the disabled population aged 16 and over were in the workforce, with 19.3% unemployed. In addition, 28.9% of the disabled are living below the poverty level (source: *American Community Survey 2013*).

3.1.4.4 Homeless

The City of Columbia faces significant problems associated with homelessness and prevention of homelessness. The homeless population in the area continues to increase due in part to ongoing high unemployment, the continuing effects of the recent recession, and the exacerbating impacts of the recent disaster. The homeless population encompasses a broad range of individuals and families with special needs.

The City of Columbia Consolidated Plan HMIS data indicates 5,879 homeless people were served in the 14-county Midlands Area Consortium for the Homeless (MACH) in 2014. Of this number, there were:

- 913 chronically homeless
- 744 veterans
- 285 families with children
- 57 families with a chronically homeless head of household
- 33 families with a veteran head of household
- 4 unaccompanied youth

The analysis also concluded that African Americans make up almost 66% of the homeless population in Columbia, while this race only represents 42.3% of the general population in the city (source: *2009-2013 ACS*). In 2014, MACH counted 426 unsheltered people on January 23, compared to 1,162 people staying in emergency shelters and transitional housing that night.

3.2 City of Columbia Housing

The following paragraphs assess the city’s current housing stock as well as public housing, permanent supportive housing, and housing for the homeless.

3.2.1 Existing Housing Stock

The 2014 ACS reported a total of 52,539 housing units in the City of Columbia, of which 85.6% were occupied, resulting in a vacancy rate of 14.4%. Of these units, 20,643 (45.9%) were owner-occupied and 24,349 (54.1%) were renter-occupied.

The majority of housing units in the City are 1-unit detached structures (53.6%), with the remainder divided between multi-family structures (42.2%), mobile homes (0.9%), and 1-unit attached structures (3.4%). The median value of homes in the City of Columbia was estimated to be \$159,600 in 2014. Table 3 provides a breakdown of housing types for the City of Columbia compared to the State of South Carolina.

Table 3: City of Columbia Housing Types

Housing Type	City of Columbia		South Carolina	
	Units	Percent	Units	Percent
1-unit, detached	28,175	53.6%	1,362,445	62.3%
1 unit, attached	1,769	3.4%	68,995	3.2%
2 units	3,348	6.4%	53,590	2.4%
3 to 4 units	3,293	6.3%	64,136	2.9%
5 to 9 units	4,019	7.6%	98,041	4.5%
10 to 19 units	3,450	6.6%	77,295	3.5%
20 or more units	8,023	15.3%	100,088	4.6%
Mobile Home	462	0.9%	362,634	16.6%
Boat, RV, Van	0	0%	1,034	0%
Total	52,539	100%	2,188,258	100%

Source: 2014 ACS

Compared to the State of South Carolina, the housing stock in the City of Columbia is aging with the majority of homes (50.7%) built before 1970. The decade of largest housing construction occurred between 2000 and 2009, with 8,231 units making up 15.7% of the City’s housing stock. Table 4 provides a summary of housing stock age in City of Columbia compared to the State of South Carolina.

Table 4: City of Columbia Housing Age

Year	City of Columbia		South Carolina	
	Units	Percent	Units	Percent
Built 2010 or later	936	1.8%	62,099	2.8%
Built 2000 - 2009	8,231	15.7%	446,564	20.4%
Built 1990 - 1999	5,560	10.6%	427,477	19.5%
Built 1980 - 1989	5,384	10.2%	377,469	17.2%
Built 1970 – 1979	5,797	11.0%	346,117	15.8%
Built 1960 – 1969	7,392	14.1%	209,394	9.6%
Built 1950 - 1959	7,846	14.9%	152,937	7.0%
Built 1940 – 1949	4,918	9.4%	69,546	3.2%
Built 1939 or earlier	6,475	12.3%	96,655	4.4%
Total	52,539	100%	2,188,258	100%

Source: 2014 ACS

Between 2000 and 2013, Columbia’s population grew 13% from 116,278 to 131,004, with the number of households increasing from 41,960 to 45,112 according to the U. S. Census Bureau’s 2013 American Community Survey (ACS). While median household income also increased during the same period (by 33% to \$41,344), housing costs outpaced the rise in income, severely limiting affordable, livable units close to employment centers and public facilities and services. According to the *City of Columbia 2015-2019 Consolidated Plan*, the most pressing housing problems today are:

- Substandard housing – units lacking complete plumbing or kitchen facilities
- Severely overcrowded – units with more than 1.51 people per room
- Overcrowded – units with 1 – 1.5 people per room
- Housing costs more than 30% of income

Cost burden is the biggest housing problem in Columbia in terms of sheer numbers, a common trend in many communities across the state. More than 16,000 households or 35% are financially stretched due to housing costs. Accordingly, 11,069 renters and 3860 homeowners are paying more than 30% of their income for housing costs. In addition, 7139 Low-to-Moderate Income (LMI) households experience one or more housing problem, with the lower the income the greater the presence of one of the housing problems identified above.

Low income households experience more housing problems across the board. Data from the City of Columbia Consolidated Plan indicates:

- 15 homeowners lack complete plumbing or kitchen facilities; all are extremely low (0-30% AMI) income
- 464 renters (419 LMI) live in housing without plumbing or a kitchen
- 79 owners (75 LMI) and 275 renters (210 LMI) experience overcrowding
- 300 renters (215 LMI) experience severely overcrowded conditions
- 2,075 owners (1,890 LMI) and 6,105 (all LMI) share a cost burden > than 50% of income
- 1,785 owners (1,350 LMI) and 4,964 (435 LMI) share a cost burden > than 30% of income
- 230 owners and 850 renters (all LMI) have a zero/negative income

3.2.2 Supportive Housing

Supportive housing has proven to be an overwhelmingly successful answer to homelessness because it is a cost-effective, community-friendly alternative to shelters, hospitals, and emergency care and it enables individuals to remain housed while achieving greater levels of self-sufficiency. By definition, supportive housing is permanent, affordable rental housing linked to services (health, mental health, employment) that help individuals rebuild their lives after homelessness, institutional care, financial distress, or other disruptions.

The Columbia Housing Authority (CHA) provides 2,200 units of safe, affordable rental housing to 15,000 low and moderate income (LMI) families, the elderly and persons with disabilities. Through its Section 8 Rental Assistance Program, CHA also administers approximately 3,100 housing vouchers and moderate rehabilitation certificates. Section 8 participants pay 30% of their adjusted gross income for rent and utilities; the Housing Authority Assistance Payments Program subsidizes the balance of rent for the property owner.

The need for affordable housing has never been greater. Currently, affordable housing and voucher waiting lists are closed, leaving 29,000 Columbia applicants without assistance. Expensive housing unduly burdens LMI households, pushing many into unsustainable housing situations, particularly LMI individuals and families with children who are currently housed, but at risk of residing in shelters or becoming homeless. The City participates in the Greater Columbia Community Relations Council to identify and address fair housing issues and meets quarterly with CHA and the United Way of Midlands to review ordinances and regulations that may pose a barrier to affordable housing and address development issues.

One of the City of Columbia’s highest priorities is to prevent low-income individuals and families with children from becoming homeless. Local government agencies and nonprofit groups are assisting the most vulnerable clients – the elderly and those with extreme disabilities or extreme poverty – in obtaining housing and keeping them housed. Those populations deemed at highest risk of becoming homeless are:

- Very low income population
- Elderly
- Recently released ex-prisoners
- Deinstitutionalized mentally disabled persons
- Victims of family violence

The City is committed to helping the homeless - and those at risk of becoming homeless - shift to permanent housing. As a result of the 2015 Flood, financial difficulties caused by loss of job, illness, disability, or a family emergency, has dramatically increased the inability to pay rent. Our strategy to address at-risk individuals takes into account the primary role of community-based charitable organizations and volunteer programs (VOADs), alone or in partnership with local governments and public agencies, in establishing and supporting basic facilities and services for vulnerable and special needs individuals.

Since the October 2015 storm, the City has collaborated with the Midlands Flood Recovery Group (MFRG), an affiliate of United Way of the Midlands (UWM), to assist low-to-moderate income households in repairing housing damages or rebuilding homes devastated by the flood. UWM also loans mold remediation equipment and provides mold remediation supplies to nonprofit groups repairing homes in Lexington and Richland Counties, including the City of Columbia. It helps homeowners access rebuilding sponsors, volunteer labor and hosts through its Restoring Hope Campaign. The Campaign has contributed in excess of \$355,403, rebuilt nine homes in the month of October 2016, and is planning the Building Industry Association of Central South Carolina’s Roofing Blitz for 40-50 homes; work is expected to begin in January 2017. The group’s website portal “Get Connected” receives more than 5,000 hits per month by people looking for opportunities to volunteer in the area or assist with community needs.

From October 2015 through November 2016 MFRG has rebuilt or is completing 123 homes, 21 in the City of Columbia, 77 in Richland County and 25 in Lexington County. The most frequent unmet needs identified include:

- Roof repairs
- Mold remediation
- Mobile home repairs
- Major home repairs
- Materials for home repairs
- Rental assistance during home repair
- Fallen trees
- Foundation repairs

MFRG has closed 400 case management projects and is currently handling 1,053 open cases.

3.2.3 Public Housing

The City of Columbia operates 2,200 units of public housing, including multi-family, single family, and duplex buildings; high rises, mid rises, and elderly cottages. Styles range from 1950's era barrack quarters to new energy efficient duplexes. The Columbia Housing Authority (CHA) has a comprehensive Modernization Program in place to rehabilitate each complex using HUD Capital Funds, and has systematically replaced older public housing units for the last 15 years. Rosewood Hills, Hammond Village and Latimer Manor were restored and revitalized in the last 6 years. Gonzales Gardens (280 units) and Allen-Benedict Court (224 units) will be restored upon receipt of sufficient funding.

Based on pre-applications submitted, CHA has a total of 872 individual applications for public housing for persons over age 50 (225 for persons 62 and over). In 2014, the wait time for most housing categories was almost four years; the elderly wait approximately one year. Availability for all applicants may substantially decrease as Columbia continues to grow and as tax credits expire and owners convert to private market rates.

Those 65 or older make up 9.2 % of the Columbia population. They tend to be white females (60.5%) and married or widowed. The City’s elderly population are nearly two and a half times more likely to be military veterans and 40.5% report a disability. Of these, 92.2% live on social security. Empowering seniors to maintain a healthy, independent lifestyle and remain in their homes instead of moving to an assisted facility is critical to achieving the City’s long term viability goals.

3.2.4 Housing for the Homeless

The City of Columbia is a member of the Midlands Area Consortium for the Homeless (MACH), a 14-county Continuum of Care that seeks to end homelessness by making a difference in the lives of people who are experiencing homelessness. MACH promotes collaboration and planning among state and local governments, corporate and non-profit organizations, and faith-based entities that support individuals and families in their quest to move from homelessness to housing.

Columbia offers various homeless shelters and services for a diverse homeless population that includes families with children, elderly and the disabled, and unaccompanied youth. The City operates 54 facilities providing shelter for the homeless; 523 are year-round emergency shelter beds; another 235 are seasonal/overflow beds; 741 units are transitional housing beds, and 1,239 are permanent supportive housing with an additional five under development. Part of the City's long term strategy against homelessness includes expanding the Winter Emergency Shelter, which would provide emergency and transitional beds, showers, food, transportation, and case management in a 24 hour, 7 days a week, year-round facility and to establish a fulltime homeless coordinator position.

Columbia partners with the Midlands Housing Alliance/Transitions to connect the homeless with resources that lead to permanent housing. The Housing First Pilot Program, funded for the last five years in cooperation with the South Carolina School of Medicine and CHA, provided 25 units per year of permanent housing and intensive support services, reducing the need for emergency room care, improving income potential and assisting in maintaining housing stability. Housing First outreach served more than 600 persons in the last 24 months.

Columbia actively participates in the local Continuum of Care providing services ranging from outreach to permanent housing, for families, children, youth, individual men and women, the chronically homeless, veterans, and women and children who are

victims of domestic violence. These public services include homelessness prevention and advocacy; legal and financial assistance; utility, rental and mortgage assistance; street outreach; substance abuse treatment, childcare, education, employment training and life skills, healthcare, mental health counseling, and youth services.

As more than a thousand homes were damaged during the October 2015 flood, the need for safe, affordable, livable housing has expanded. When planning disaster recovery efforts, it is essential to identify the needs of the most vulnerable populations -- children, the elderly, economically disadvantaged, homeless and those with physical, developmental or mental disabilities. Ensuring that these households have access to information, resources, and quality housing stock is a priority for the City's long-term public safety and community resilience goals.

3.3 Existing Infrastructure Conditions

Columbia is experiencing substantial development and population growth, which places greater demands on its infrastructure such as housing, transportation and other community facilities. Proper planning helps citizens and government account for and prepare for future change thereby ensuring the best, most efficient use of City resources. Basic services such as water and sewer, fire protection and police are some of the largest, most vital services offered today. As Columbia has grown, resident needs have expanded and the facilities supporting the community have as well. These services and facilities also are a major factor contributing to residents' quality of life.

- The Solid Waste Department has one of the most vital and intensive work demands in the city and helps ensure a clean, healthy Columbia. Workers collect roughly 92,000 tons of material a year and the expansion of municipal boundaries has created a strain on equipment, operations and workforce.
- The Street Department maintains 475 miles of roadways; constructs and maintains storm drains, sidewalks, curbs and gutters, and pavement repairs. More than \$5 million will be necessary to address the backlog of street and intersection projects requiring repaving and or reconstruction.
- The Traffic Engineering Department is responsible for the city's major corridors, which are undergoing physical and signal upgrades and replacements.
- The Water and Sewer Department focuses on upgrading existing systems and helps ensure the existing infrastructure will last much longer. Current capacity at Canal Water Plant is 85 million gallons daily (MGD), Lake Murray Plant draws 75 MGD, combined capacity of 160 million gallons. Planned expansion will address equipment and facility age considerations as the historic facility modernizes and plans for future. The City implemented Impervious Surface Tax has increased the rate of repair and updating to existing storm water system with improvements totaling more than \$50 million. An estimated \$350 million will focus on these systems more than next 10 years, but an increase in funding will be necessary to keep pace with a growing list of projects.
- The last upgrade and expansion of the sewer treatment plant took place in 1996, maintaining a level of 40-60 MGD. Three projects are planned to increase capacity to 80 MGD in 10 years. Sewer lines have not received the same of level of focus as water lines. The system has aged and new funding is needed for a system-wide review and analysis to ensure appropriate service levels and longevity.
- Emergency responders are located at three new fire stations and are scheduled to fill gaps in response times. The Police Department recently inspected stations and facilities and has recommended the construction of a secure facility to store equipment and records, expand the current police department to include a secured facility, and build a new training facility with fire arms and driving range.
- In addition, the Public Library has identified capital needs and expansion plans to meet the growing demand of its citizens.

3.4 Existing Economic Development Conditions

Economic development is critical to achieving the type of community the citizens of Columbia want to embrace over the next decade. A vibrant and growing economy contributes to the quality of life by creating a variety of job opportunities, supporting a wide and diverse marketplace, and providing a supportive tax base for the services and amenities provided.

Columbia is one of the fastest growing metro areas in the Southeast and boasts the 69th largest metro economy in U.S. The City is home to state government, six major universities, including USC, and the nation's largest Army training center. The City's economy, once dependent primarily on textile manufacturing is now home to advanced manufacturing, healthcare, technology, shared services, logistics and energy companies. Apartment and student housing are the main forces behind the resurgence of the Main Street area.

Business in Motion, the City's business retention and expansion program, is conducted in conjunction with the Greater Columbia Chamber of Commerce. The program conducts proactive outreach to local businesses to ensure they have the services and resources needed to grow.

To promote economic development in underdeveloped areas and to aid its lower income citizens in obtaining safe and affordable housing, the City uses its Redevelopment Program fund and Economic Development fund. These funds finance various home rehabs and mortgage lending programs and ensure continued building and investment in the city.

Through a collaboration with TN Development Corp and Eau Claire Development Corp, the City administers a job training program called Work It Up. The program assists citizens who are unemployed or underemployed gain the experience needed to obtain jobs earning a livable wage and benefits, thereby improving the quality of life for families while strengthening communities. Applicants receive up to \$4,000 in grant funds to cover costs of tuition, books, some child care, and transportation. To date 86 individuals have been accepted into the program and 27 have successfully completed the program.

The City's Main Street Capital Program is designed to encourage a diverse mix of retail businesses between the 100 and 1700 blocks of Main Street. Applicants are eligible for loans up to \$50,000 to be paid off within 10 years. If all program requirements have been met after five years, the balance of the loan will be forgiven. During the 2015 fiscal year, the program leveraged more than \$214,000 in private investment or \$2.50 in private investment for every \$1 dollar of public funds invested.

4.0 Impact of the Disaster

The City of Columbia damage assessment is based on FEMA, SBA, HUD, and U.S. Census information, and was verified by door-to-door inspections by nonprofit partners and the City staff. As demonstrated in the following analysis, minor damages occurred at scattered sites outside of the floodplain; the most severe damage occurred in the Special Flood Hazard Areas where approximately 25% of the households are low to moderate income.

In accordance with HUD guidance, the City of Columbia analyzed the impacts of the disaster r to identify the level of citywide damage, which will be used as the basis for an unmet needs assessment and identification of priorities for CDBG-DR funding. The assessment below utilizes federal, state, and city resources including data provided by FEMA, HUD and SBA to estimate the level of damage in three categories: housing, infrastructure, and economic development.

4.1 Housing

In accordance with the guidance set forth in the Federal Register Notice, the City has analyzed the FEMA Individual Assistance (IA) population of owner and renter occupied residences. The amount of damage to owner occupied residences is based upon the following FEMA defined tiers:

Table 5: FEMA Defined Owner Levels of Damage

Type	Definition
Minor-Low	Less than \$3,000 of FEMA-inspected real property damage
Minor-High	\$3,000 - \$7,999 of FEMA-inspected real property damage
Major-Low	\$8,000 - \$14,999 of FEMA-inspected real property damage and/or 1'-4' of flooding on the first floor
Major-High	\$15,000 - \$28,800 of FEMA-inspected real property damage and/or 4'-6' flooding on the first floor
Severe	Greater than \$28,800 of FEMA-inspected real property damage or determined destroyed and/or 6' or more flooding on the first floor

Table 6: Levels of Damage for Owner-Occupied Households

Damage Type	LMI* Owner Occupied			All Owner Occupied			Percentage Households LMI	Percentage Dollars LMI
	Quantity Damaged	Average RP FVL	Total RP FVL	Quantity Damaged	Average RP FVL	Total RP FVL		
Minor-Low	1,122	\$631	\$708,525	2,273	\$737	\$1,674,658	49.4%	42.3%
Minor-High	76	\$4,620	\$351,111	185	\$4,503	\$833,059	41.1%	42.1%
Major-Low	27	\$6,214	\$167,766	67	\$7,169	\$480,320	40.3%	34.9%
Major-High	18	\$21,553	\$387,962	70	\$21,590	\$1,511,293	25.7%	25.7%
Severe	31	\$44,363	\$1,375,264	122	\$43,191	\$5,269,336	25.4%	26.1%
Total	1,274	\$2,347	\$2,990,627	2,717	\$3,595	\$9,768,666	46.9%	30.6%

*LMI calculation based on self-reported income to FEMA

Source: FEMA IA, July 2016

At the time of this analysis, 2,717 owner-occupied households had applied for FEMA IA assistance. Based upon FEMA damage assessments, owner-occupants suffered an estimated \$9.768 million in Real Property FEMA Verified Loss (RP FVL) attributed to the October 2015 flood event. However, the majority of owner occupied homes (2,273 or 83.7 %) were categorized as having only “Minor-Low” damages. GIS mapping of properties with “Minor-Low” damages show that these residential structures are located at scattered locations across the city and mostly outside of the floodplain. Based upon self-reported income, 49.4% of owner-occupants in areas with “Minor-Low” damages are low to moderate income. Due to the scattered site locations of these properties, the ethnic, racial, and elderly populations in these areas closely reflect the demographics of the City overall with the same vulnerabilities as evaluated in *Action Plan Section 3 Demographic Profile of Impacted Areas*.

As can be seen in Table 6, a total of 192 owner-occupied properties received a FEMA damage assessment categorized as “Major-High” or “Severe” damage. GIS mapping of these properties show that almost 100% of homes with this level of damage are located in the floodplain along the banks of Lake Katherine, Central and Lower Gills Creek, Wildcat Creek, and Penn Branch. Based upon self-reported income data, only 25.5% of those homeowners categorized as “Major High” or “Severe” were low-to-moderate income. During the development of the Action Plan, the City also assessed the impact of the flood event on ethnic, racial, elderly, and low income populations. This assessment was conducted by reviewing 2010 Census Tract information for the areas with highest concentrations of “Major” and “Severe” damages in Lake Katherine, Central and Lower Gills Creek, Wildcat Creek and Penn Branch. Table 27 – 29 in *Action Plan Section 6.4.7.4* shows the breakdown of these populations in relation to the Census Tracts most impacted by the flood. 2010 Census Tract information for impacted areas demonstrates that the population residing in housing most damaged by the flood were Non-Hispanic (89%), White (68%), and under the age of 65 (96%). However, the only exception is the disproportionate impact to the African American households in the Central and Lower Gills Creek areas. In these areas, 2010 Census Data shows that 58% of the population is African American, which is significantly higher than all other concentrated areas of FEMA “Major” and “Severe” damage. Self-reported income data for Central and Lower Gills Creek also shows that there are a higher number of low income rental households that potentially could be displaced by buyout or rehabilitation activities.

Notably, less than 50 percent (46.9%) of all FEMA IA owner-occupants are classified low-and-moderate-income (LMI). Mindful of this distribution, the City is committed to meeting the needs of its storm-affected LMI population and strives to devote more than 70.0% of its CDBG-DR allocation to the benefit of LMI residents and communities that were the most impacted by the October 2015 rain and flood event. In addition, it is estimated that 100% of low-to-moderate income households in damaged homes designated with “Major” or “Severe” damages will be provided an opportunity for assistance.

As of July 2016, the FEMA IA program distributed \$5,693,220 million in grants to 1,396 homeowners to complete repairs. After FEMA IA distributions, there are a total of 1,611 owner-occupants who have an aggregate unmet need of more than \$5.8 million. It is noted that this amount is based upon FEMA damage assessments and does not take into consideration actual rebuilding costs and increased costs associated with elevation and resiliency standards. These costs have been factored into the City of Columbia allocation strategy. Of the population with unmet needs, 836 of 1,611 (51.9%) have self-reported their income as low-to-moderate.

Assessing impacts on renters is more challenging than for homeowners as renters are less likely to apply to FEMA for housing assistance, and their personal loss is typically reported as personal property (PP) losses rather than the amount of structural damages. However, there is data available through both IA and City inspections that indicates a strong need for the rehabilitation and redevelopment of affordable housing. While rental populations are more mobile than owner-occupied populations by nature and are, therefore, better-equipped to navigate the aftermath of a post-catastrophic event, the city recognizes the significant impact to renter households and loss of affordable housing units in Columbia. Tables 7 and 8 illustrate the levels of rental damage occurring in the city, as broken down by FEMA’s categorization system:

Table 7: FEMA Defined Levels of Damage for Renter Personal Property Losses

Type	Definition
Minor-Low	Less than \$1,000 of FEMA Inspected Personal Property Damage
Minor-High	\$1,000 - \$1,999 of FEMA Inspected Personal Property Damage
Major-Low	\$2,000 - \$3,499 of FEMA Inspected Personal Property Damage and/or 1'-4' of flooding on the first floor
Major-High	\$3,500 - \$7,499 of FEMA Inspected Personal Property Damage and/or 4'-6' of flooding on the first floor
Severe	Greater than \$7,500 of FEMA Inspected Personal Property Damage or determined destroyed and more than 6' of flooding on the first floor

Per the above damage types, the City analyzed the affected rental population as a full population and as an LMI subset. Among the FEMA IA applicants identified as renters, 89.8% are classified as LMI, and 86.3% of the FEMA PP FVL renter damage was incurred by LMI applicants. Of the 138 rental households with “Major-High” or “Severe” damage levels, 88.4% are classified as LMI. The majority of “Major-High” and “Severe” rental properties are located in the floodplain along Lower Gills Creek which has a higher concentration of African American households.

Table 8: Levels of Damage for Renter-Occupied Households

Damage Type	LMI* Renter Occupied			All Renter Occupied			Percentage Households LMI	Percentage Dollars LMI
	Quantity Damaged	Average PP FVL	Total PP FVL	Quantity Damaged	Average PP FVL	Total PP FVL		
Minor-Low	216	\$423	\$91,306	227	\$427	\$96,832	95.2%	94.3%
Minor-High	42	\$1,358	\$57,054	49	\$1,359	\$66,610	85.7%	85.7%
Major-Low	71	\$1,916	\$136,008	88	\$2,033	\$178,906	80.7%	76.0%
Major-High	70	\$4,721	\$330,468	83	\$4,794	\$397,886	84.3%	83.1%
Severe	52	\$5,934	\$308,553	55	\$6,005	\$330,287	94.5%	93.4%
Total	451	\$2,047	\$923,389	502	\$2,133	\$1,070,521	89.8%	86.3%

*LMI calculation based on self-reported income to FEMA

Source: FEMA IA, July 2016

Based upon this data, the City is concerned about the concentrated areas of rental housing damage in the floodplain and Lower Gills Creek. The City recognizes that the loss of rental units is significant because it has a limited amount of affordable housing, making it more difficult for renters to adapt to post-flood conditions. As a result, the City of Columbia will encourage landlords with damaged rental units located in the floodplain to participate in the City’s CDBG-DR and FEMA funded buyout programs and has also allocated 31.3% of CDBG-DR funding to rehabilitate damaged affordable rental properties outside of floodplain areas.

As previously discussed, homes with the most damage are concentrated along the floodplain in the five areas listed in Table 9 and 10 and described in the following sections.

Table 9: Breakdown of Most Affected Owner-Occupied Households

Location	Quantity Not Funded	Quantity Damaged	Average RP FVL	Total RP FVL	LMI Households	LMI RP FVL
Lake Katherine	79	94	\$29,599	\$2,782,270	26.6%	28.8%
Central Gills Creek	45	57	\$37,859	\$2,157,940	19.3%	21.6%
Wildcat Creek	18	29	\$33,774	\$979,432	27.6%	26.1%
Lower Gills Creek	16	25	\$18,069	\$451,714	24.0%	17.8%
Penn Branch	16	23	\$26,675	\$613,525	30.4%	28.0%
Total	174	228	\$29,195	\$6,984,881	25.6%	24.5%

Source: FEMA IA, July 2016

Table 10: Breakdown of Most Affected Renter-Occupied Households

Location	Quantity Damaged	Average PP FVL	Total PP FVL	LMI Households	LMI PP FVL
Lake Katherine	0	\$0	\$0	0.0%	0.0%
Central Gills Creek	13	\$4,716	\$61,313	76.9%	67.5%
Wildcat Creek	10	\$7,739	\$77,393	80.0%	88.8%
Lower Gills Creek	94	\$4,370	\$410,798	83.0%	85.2%
Penn Branch	17	\$3,778	\$64,226	70.6%	63.0%
Total	134	\$4,121	\$613,730	77.6%	76.1%

Source: FEMA IA, July 2016

4.1.1 Lake Katherine

Residents of Lake Katherine have the highest concentration of “Major” and “Severe” owner-occupied damages. More than 35.9% (94 of 259) of all of Columbia’s owner-occupied structures categorized as “Major” and “Severe” are located in this area. Additionally, only one home in this area suffered “Minor-Low” damage. According to FEMA data, owners along Lake Katherine sustained more than \$2.7 million in damages which is an average of \$29,599 per household. Of this sub-population, 26.6% of households self-reported their income as low to moderate. No renter occupied properties were reported by FEMA. 2010 Census Tract information for the area shows that the majority of residents are Non-Hispanic (94%), White (92%), with a small portion of elderly households (18%).

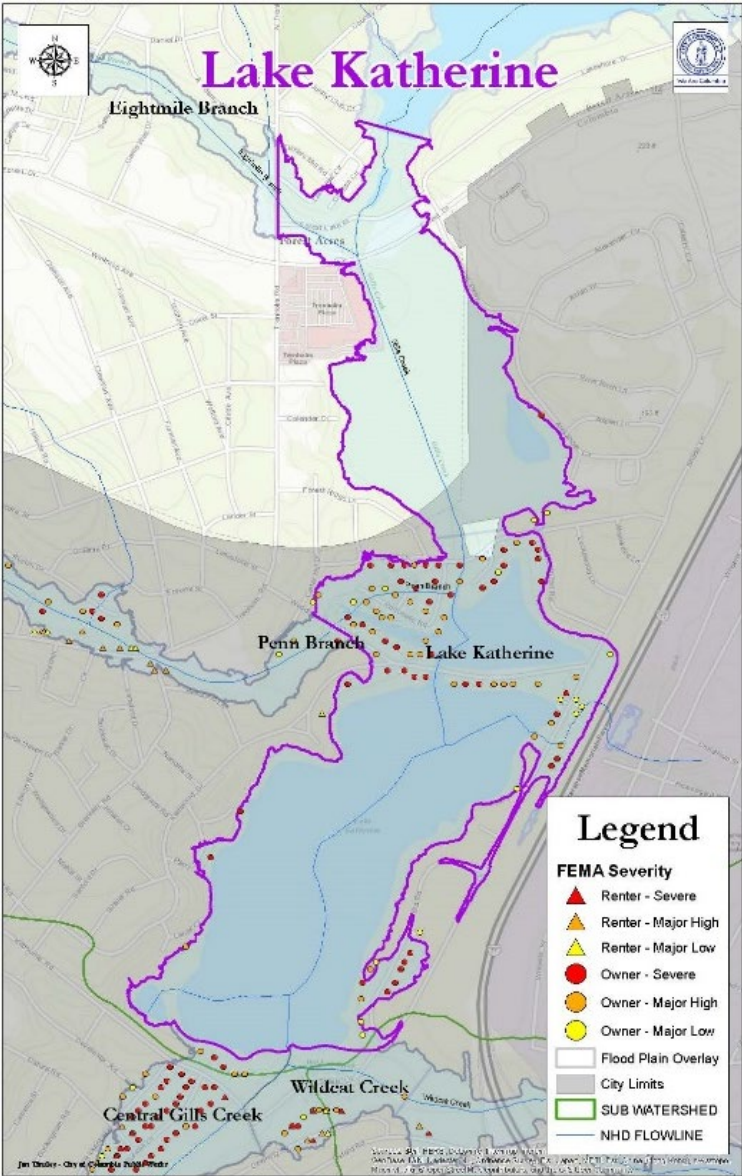
An analysis of damages in the Lake Katherine area, based upon the best available data from FEMA, shows that there are more than \$2.3 million worth of damages to 79 owner-occupied properties that have not been otherwise funded. The majority of these homes (83.5%) sustained Major-High or Severe damages. For the 79 homes that have damages, 25 of these households are LMI households and have losses of \$659,972. Of the 25 LMI households with unmet needs, all sustained Major or Severe damages.

Due to the low concentration of LMI households, it is anticipated that most owners in this area may participate in the Elevation Reimbursement Program. In addition, these homeowners will be eligible to participate in the proposed CDBG-DR Buyout Program.

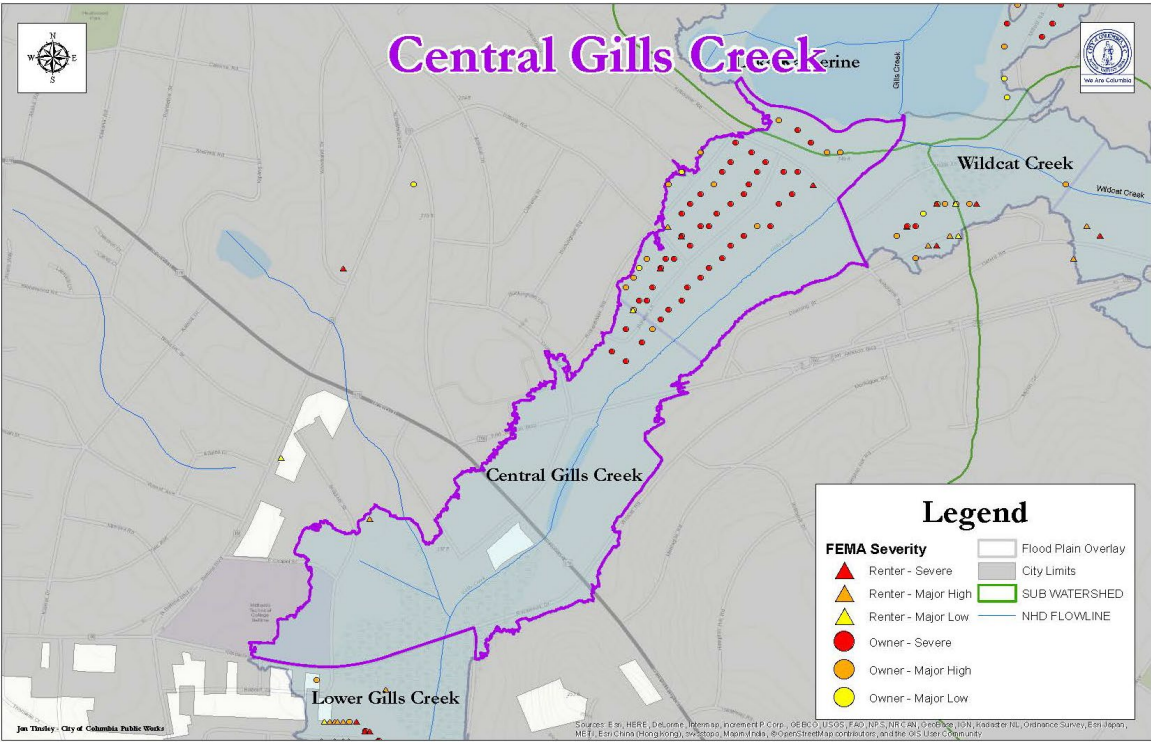
4.1.2 Central Gills Creek

Central Gills Creek has the second highest concentration of “Major” and “Severe” owner-occupied damages. More than 22.0% (57 of 259) of all of Columbia’s owner-occupied structures categorized as “Major” and “Severe” are located in this area. According to FEMA data, owners along Central Gills Creek sustained almost \$2.2 million in damages which is an average of \$37,859 per household. Of the Central Gills Creek population, 19.3% of households self-reported their income as low to moderate reflecting 21.6% of the damages in this area. Unlike the Lake Katherine area, there is a small population of rental occupied households in Central Gills Creek. The average personal property loss for renters is reported as \$4,716. Of the rental occupied households, 76.9% self-reported their income as low to moderate. 2010 Census Tract information for the area shows that the majority of residents are Non-Hispanic (89%), Black (58%), with a small portion of elderly households (5%).

An analysis of the Central Gills Creek area, based upon the best available data from FEMA, shows that there are more than \$1.5 million worth of damages to 45 owner-occupied properties that have not been otherwise funded. All of these homes sustained “Major” or “Severe” damages. Of these 45 owner-occupied homes, there are seven LMI households that have losses of \$294,784.



Although Central Gills Creek has a small concentration of rental homes, census tract information indicates that these damaged units may be occupied by vulnerable minority households which may benefit from the proposed Small Rental Repair Program. It is anticipated that most owner-occupied households in this area may participate in the Buyout Program or Elevation Reimbursement Program.

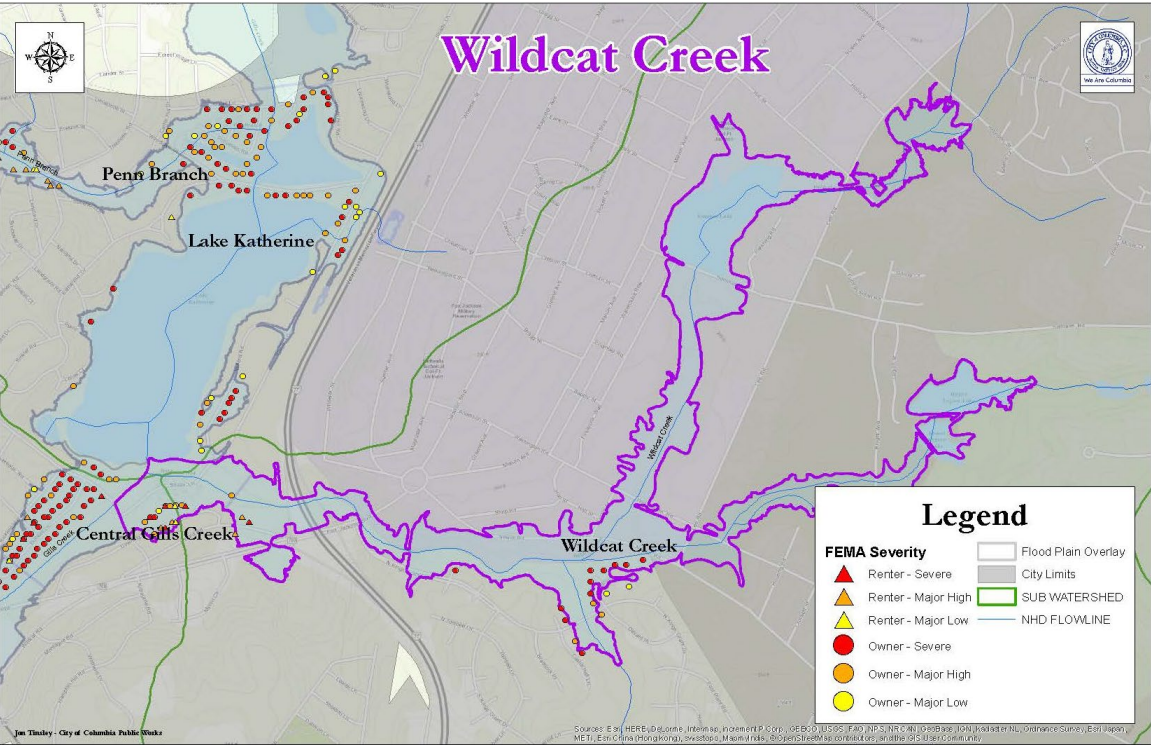


4.1.3 Wildcat Creek

Wildcat Creek has the third highest concentration of “Major” and “Severe” owner-occupied damages with 29 dwellings sustaining almost \$1 million in damages at an average rate of \$33,774 per household. Of the five areas with the most damage, Wildcat Creek homes sustained the second highest estimated loss per household. For the owner-occupied households in the Wildcat Creek area that sustained damages, 27.6% self-reported their income as low to moderate income. Eight renter occupied households were also affected by the flood event. Of these renter occupied households, 80.0% self-reported their income as low to moderate income and sustained 88.8% of all the personal property losses, which was the highest at an average rate of \$7,739 per household. 2010 Census Tract information for the area shows that the majority of residents are Non-Hispanic (85%), White (63%), with no elderly households.

An analysis of the Wildcat Creek area, based upon the best available data from FEMA, shows that there are \$456,932 in damages to 18 owner-occupied properties that have not been otherwise funded. All of these homes sustained “Major” or “Severe” damages. Of this number, only four LMI households sustained “Severe” damage with \$108,643 in FEMA losses.

It is anticipated that most owners in this area may participate in the Homeowner Assistance and Elevation Reimbursement Programs. In addition, owners in this area will be eligible to participate in the City’s proposed CDBG-DR and FEMA Buyout programs. It is also anticipated that LMI tenants will benefit from the Small Rental Repair Program.

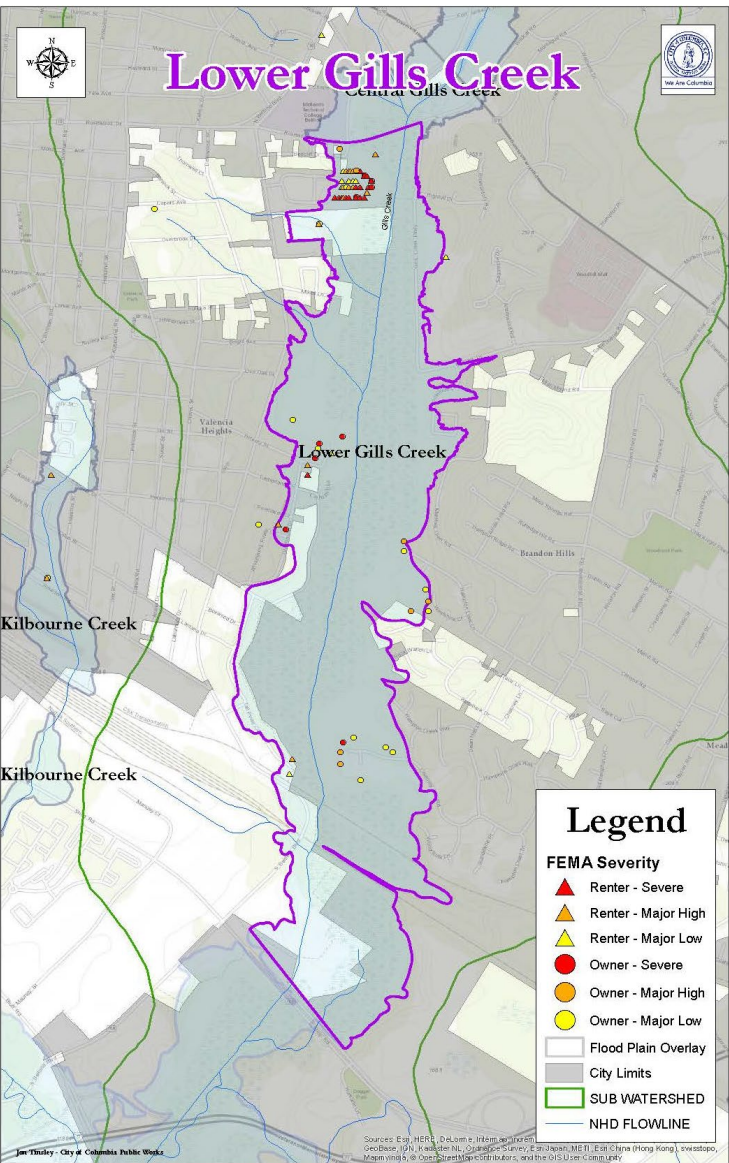


4.1.4 Lower Gills Creek

Lower Gills Creek had the fourth highest concentration of Major and Severe owner-occupied damages with 25 dwellings sustaining \$451,714 of damages according to FEMA. Of the owner occupied households, 24.0% self-reported as low to moderate income. Additionally, the Lower Gills Creek area reported the highest number of rental occupied properties, 94, of which 83.0% self-reported their income as low-to-moderate. This LMI population sustained 85.2% of the area’s personal property losses for renters. 2010 Census Tract information for the area shows that the majority of residents are Non-Hispanic (89%), Black (58%), with a small portion of elderly households (5%).

An analysis of the Lower Gills Creek area, based upon the best available data from FEMA, shows that there are \$323,943 in damages to 16 owner-occupied properties that have not been otherwise funded. All of these homes sustained Major or Severe damages. Of this population, only one LMI household sustained Major-Low damage with losses of \$8,019.

It is anticipated that most owners in this area may participate in the Homeowner Assistance and Elevation Reimbursement Programs. In addition, owners in this area will be eligible to participate in the city’s proposed CDBG-DR and FEMA Buyout programs. It is also anticipated that LMI tenants will benefit from the Small Rental Repair Program.



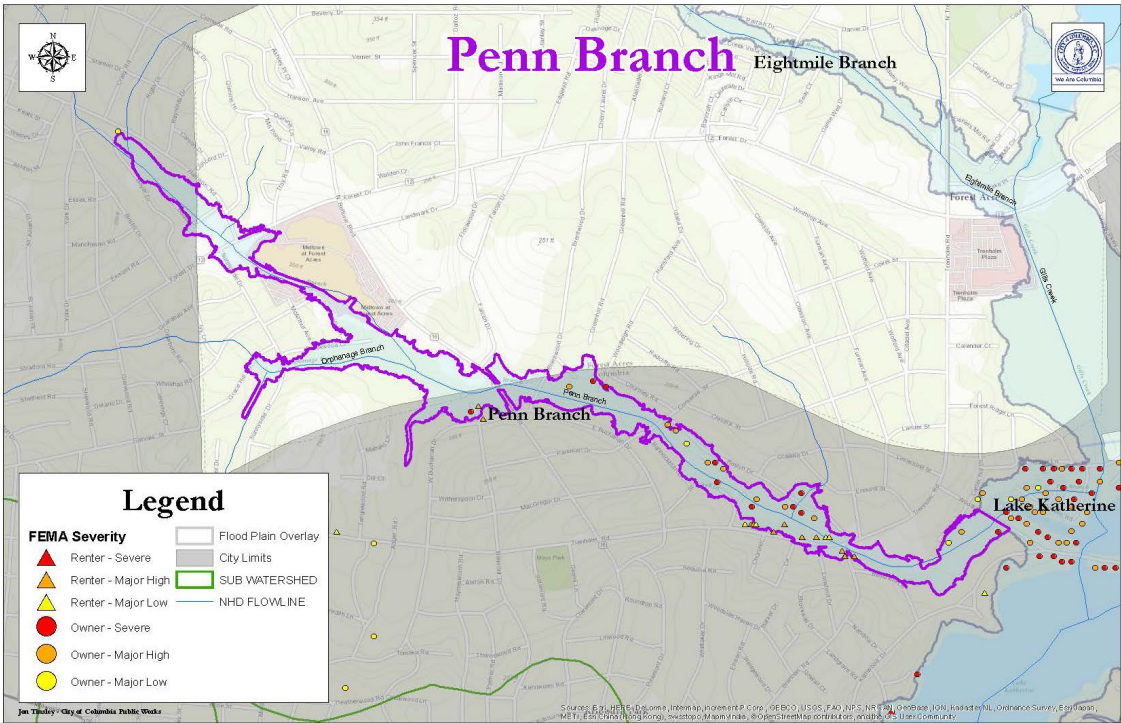
4.1.5 Penn Branch

Residents of Penn Branch, a tributary to Lake Katherine, also experienced Major and Severe damages to owner-occupied properties at several locations. In this area there is an even mix of owner-occupied and rental residential dwellings that experienced Major and Severe losses. A total of 23 owner-occupied dwellings sustained \$613,525 in damages, and seven owner occupants (30.4%) self-reported their income as low to moderate income. These seven LMI owners account for 28.0% of the damages.

In addition to the owner-occupied households, there are 17 renter-occupied households in the Penn Branch area who sustained \$64,226 in damages to their personal property. Of the rental population, 70.6% self-reported their income as low to moderate, and this LMI population sustained 63.0% of the area’s total personal property damages reported to FEMA. 2010 Census Tract information for the area shows that the majority of residents are Non-Hispanic (99%), White (90%), with a small portion of elderly households (12%).

An analysis of the Penn Branch area, based upon the best available data from FEMA, shows that there are \$392,866 worth of damages to 16 owner-occupied properties that have not been otherwise funded. All of these homes sustained Major or Severe damages. Of this number four LMI households sustained losses of \$130,008.

It is anticipated that most owners in this area may participate in the Homeowner Assistance and Elevation Reimbursement Programs. These owners will be eligible to participate in the city’s proposed CDBG-DR and FEMA Buyout programs. It is also anticipated that LMI tenants will benefit from the City’s Small Rental Repair Program.



4.1.6 Disaster Impact on Public Housing Authorities

In order to understand the impacts of the October 2015 rain and flood event on Public Housing Authorities (PHA), the City of Columbia collaborated with the Columbia Housing Authority (CHA) on the unmet needs assessment for the Action Plan. CHA has provided affordable housing to the citizens of Columbia and Richland County since 1934 and is responsible for the administration of all public housing developments, project-based and Section 8 vouchers. In conjunction with the its unmet needs assessment, the City asked CHA to assess storm related damages and unmet needs at CHA’s administrative buildings, public housing developments, and at any development at which CHA has allocated project-based vouchers. The City also requested information related to privately owned units housing participants in the Section 8 Housing Choice Voucher Program.

Subsequently, CHA reported that all of its administrative buildings were covered by insurance and have already been repaired. However, 26 CHA apartment units were completely flooded. All units were covered by insurance and have been repaired with the exception of one unit. This unit is located outside of city limits in Richland County in an area that will not be rebuilt. CHA is currently working with the county to participate in its CDBG-DR buyout program for this property. In addition to the apartment units, CHA reports that all the project-based housing developments were under construction at the time of the October 2015 flood event and were not damaged.

CHA also reported that most damages were sustained by privately owned units that provide housing for participants in the Section 8 Housing Choice Voucher Program. The CHA Section 8 Program had more than 100 privately owned units damaged with many of the tenants displaced by the flooding. Fortunately, CHA was able to relocate all tenants into other units with a voucher. CHA cannot report on the status of the rebuilding of the damaged rental units as the units are privately owned and CHA is not responsible for the repairs. At this time, CHA states that there is no additional need for CDBG-DR funding.

The city will continue to identify and assess impacts on CHA Section 8 units, particularly the unmet repair and rebuilding needs not otherwise covered by insurance or FEMA.

4.1.7 Impact to Transitional Housing, Emergency Sheltering, and Homelessness

The October 2015 flood event impacted owner-occupied housing as well as those who occupy Permanent Supportive Housing, Transitional Housing, and those who are homeless residing in Emergency Shelters. In some cases, these households can experience more adversity during initial emergency response and intermediate recovery efforts as more permanent owner occupied households seek refuge and/or alternative housing options. This unexpected surge in housing needs can quickly overburden existing housing providers.

According to data received by the United Way, the Midlands Section of the state had a total of 248 persons who resided in Permanent Supportive Housing and 513 persons who resided in Transitional Housing the year prior to the flood event. In addition, a total of 381 persons resided in Emergency Shelters during the reporting period from October 1, 2014 to September 30, 2015. Prior to the event, an average of 59 individuals were housed in shelters on any given night. The United Way also reports that 311 individuals in the Midlands were chronically homeless as of January 27, 2016. Of this number, 164 persons resided in Emergency Shelters and 147 persons were reported as Unsheltered.

In response to flooding in the City of Columbia, non-profit groups and agencies quickly responded to assist all households in need of recovery assistance. As a result, the Red Cross opened eight shelters to serve displaced households in and around the city. These shelters opened on October 4, 2015 and served approximately 382 persons in 17 days. The last shelter servicing displaced households in Columbia was closed on October 21, 2015.

In order to minimize flood related impacts to the area’s most vulnerable populations, the Richland-Lexington Counties Long Term Recovery Group (RL-LTRG) was established to maintain a network of agencies and provide coordinated support for local recovery efforts benefiting the residents of both counties. The City of Columbia is an active participant in this group. The RL-LTRG was formed in conjunction with the United Way of the Midlands with the purpose of strengthening area-wide disaster recovery efforts by:

- Coordinating recovery efforts among organizations and entities that provide volunteer, financial, spiritual, physical, and/or psychological support for persons whose lives have been impacted by the disaster.
- Facilitating and coordinating case management and long term recovery assistance to individuals affected by the disaster who do not have adequate personal resources for their basic needs.
- Providing leadership to identify and address long term needs for recovery and rehabilitation.
- Coordinating advocacy initiatives with key policy makers and public service providers to develop policy changes that meet the needs of affected people and communities.
- Fostering coordination and integrated approaches intended to rebuild the human service sector and meet evolving recovery needs.

To date, RL-LTRG has made significant progress in achieving these goals. In addition to a large case management load of more than 750 residents in Richland County, more than 200 rebuilding projects have been completed, 58 of those within the City of Columbia. In conjunction with these efforts, the City is committing 26% of its CDBG-DR funding for new construction, repair and reconstruction of affordable rental housing to ensure sufficient resources are available for its most vulnerable populations. The City also seeks to ensure that rehabilitated rental housing is located in desirable areas with mixed incomes and housing types where possible. The City’s Small Rental Repair Program (SRRP) is designed to ensure that restored rental units are only available for re-occupancy by LMI households at or below Fair Market Rates for two 3 years.

At this time, there is no need for funding for additional public service activities.

4.2 Infrastructure Damages

The catastrophic rainfall and flooding experienced in Columbia caused widespread damages to the city’s water control facilities, public buildings, roads, and bridges. The most notable damage was the breach of the Columbia Canal and its impacts upon City public facilities and services to the state’s capitol. To assess unmet infrastructure needs for CDBG-DR funding, the city developed damage assessments and obtained engineering estimates in order to participate in FEMA’s Public Assistance (PA) program. The following table illustrates how those damages are documented and categorized.

Table 11: FEMA PA Categories

Category	Definition	Total Damages	25% Cost Share
A	<i>Debris Removal</i>	\$585,109	\$146,277
B	<i>Emergency Protective Measures</i>	\$8,263,554	\$2,065,888
C	<i>Road Systems and Bridges</i>	\$1,306,878	\$326,719
D	<i>Water Control Facilities</i>	\$77,447,170	\$19,361,793
E	<i>Public Buildings and Contents</i>	\$288,151	\$72,038
F	<i>Public Utilities</i>	\$8,797,049	\$2,199,262
G	<i>Parks, Recreational and Other Items</i>	\$154,110	\$38,528
Total		\$96,842,021	\$24,210,505

Source: City of Columbia, November 2016

To date, FEMA has obligated almost \$12 million to assist in repairs to facilities, equipment, utilities and miscellaneous losses from the storm. Another \$85 million in projects has been identified and is being documented and submitted for FEMA consideration, with the largest project being associated with repairs to the Columbia Canal and Head Gates. The City of Columbia is also pursuing other FEMA and HUD grants to address the needs of city assets including FEMA’s Hazard Mitigation Grant Program, Pre-Disaster Mitigation, and Flood Mitigation Program grants, as well as the HUD Community Development Block Grant Disaster Recovery Program.

4.3 Economic Development Losses

The extensive rainfall and flooding of early October 2015 severely impacted Columbia area businesses. Many businesses experienced damage to their facilities, stock, and equipment, and some businesses were totally destroyed. Even businesses that did not have physical damage from the storms were closed for an extended period causing significant losses in revenue.

Columbia businesses began to experience the adverse economic impacts of the flood event on October 1, 2015, when many businesses closed in preparation for the storm. Businesses remained closed until October 5th with unmet needs continuing to this day. Estimates of the gross impact of the flood event are based on a combination of evacuation orders, school closures, outage data, anecdotal accounts and a survey collected by Columbia’s Office of Business Opportunity (OBO) in the days following the rain and flood. As a result, Columbia’s OBO was able to assess some immediate impacts of the storm on local businesses.

A total of 61 businesses responded to OBO’s survey immediately following the flooding. Thirty-five respondents (55.7%) indicated they sustained a direct impact from the storm. As part of the survey, respondents were asked to provide their business’ recovery needs. More than 46.9% of responding business owners reported that loss of revenue was the biggest recovery need with lost wages being ranked second at 32.7%. Additionally, 28.6% reported structural damage to their business. Adding to these and other losses, more than 58.6% of respondents stated they did not have sufficient insurance to cover their losses.

Based upon SBA data, there are 205 damaged properties (165 businesses) within Columbia with verified losses of more than \$14.4 million. As of August 2016, SBA has made 165 loans to impacted businesses (some with multiple loans, financing more than \$12.0 million. The following chart illustrates the quantity of SBA loans by NAICS industry.

As can be seen from this table, the most impacted industries were Real Estate, Rental and Leasing; Other Services; and Wholesale Trade.

Table 12: SBA Business Loans

NAICS Industry	Quantity Approved	Approved Amount*	Total Estimated Damage
Agriculture, Forestry, Fishing and Hunting	0	\$0	\$0
Mining, Quarrying, and Oil and Gas Extraction	0	\$0	\$0
Utilities	0	\$0	\$0
Construction	2	\$6,300	\$3,371
Wholesale Trade	2	\$569,600	\$364,572
Information	0	\$0	\$0
Finance and Insurance	0	\$0	\$0
Real Estate and Rental and Leasing	99	\$4,092,130	\$4,773,752
Professional, Scientific, and Technical Services	8	\$1,148,300	\$686,211
Management of Companies and Enterprises	0	\$0	\$0
Administrative and Support and Waste Management and Remediation Services	3	\$184,200	\$96,170
Educational Services	2	\$178,800	\$155,664
Health Care and Social Assistance	7	\$1,138,000	\$1,092,618
Arts, Entertainment, and Recreation	1	\$496,100	\$498,625
Accommodation and Food Services	11	\$1,219,000	\$1,389,551
Other Services (except Public Administration)	13	\$1,023,400	\$2,256,603
Public Administration	0	\$0	\$0
Manufacturing	3	\$224,700	\$212,459
Retail Trade	12	\$2,395,400	\$2,943,747
Transportation and Warehousing	2	\$0	\$0
Total	165	\$12,675,930	\$14,473,343

*Approved Amounts are calculated on a pro-rata distribution based on damages to the facilities within the City of Columbia per SBA loan.

Source: SBA, August 2016

5.0 Unmet Needs Assessment

The CDBG-DR program is considered a “gap” funding source and is intended to assist with recovery needs not covered by other public and private funding sources. While recovery efforts have continued many impacts remain unaddressed due to the profound extent and diversity of the damages to housing, infrastructure, and the economy; the unique conditions and vulnerabilities of Columbia residents and businesses; and the limitations of funding assistance. This unmet need assessment provides essential information to better understand the most impacted areas and populations in the City, and guides development of the most effective recovery programs and priorities.

This section updates the City’s preliminary assessment of unmet recovery needs resulting from the October 2015 severe storm and flooding disaster (DR 4241). When major disasters occur, a significant amount of data and information must be collected and analyzed from numerous agencies, departments, and organizations. Accessing and compiling information on impacts and recovery resources can be a challenge due to varying quality, availability, formatting, and timing of different sources. Estimates of unmet needs are based on the best available information as of October 1, 2017 and represent the City’s *initial* calculation of remaining recovery gaps. Since October 2015 nonprofit volunteer organizations such as St. Bernard Project (SBP), Restoring Hope and the Midlands Flood Recovery Group have rebuilt 58 homes within the City of Columbia at an estimated value of \$2,314,200, using an average contractor price of \$39,900 per home. This contribution is not itemized in the tables below, but will be noted as part of the Duplication of Benefits analysis during the applicant intake process. This assessment should be considered a living document that will be updated as specific household information becomes available.

The primary objective of the Housing and Community Development Act is the “development of viable urban communities, by providing decent housing and a suitable living environment and expanding economic opportunities, principally for persons of low and moderate income.”

Unmet needs were estimated through a comparison of financial impacts of the disaster with subsequent recovery funding that has been received or is anticipated. The City of Columbia has worked with the following agencies during the unmet needs assessment and has incorporated data from the following key sources:

- Federal Emergency Management Agency (FEMA) Individual Assistance (IA) Program
- FEMA Public Assistance Program (PA)
- Small Business Administration (SBA)
- National Flood Insurance Program (NFIP)
- Columbia Housing Authority (CHA)
- SC State Housing Finance Authority
- Affordable Housing Coalition
- City of Columbia Building Department
- City of Columbia GIS and Planning Departments
- City of Columbia Consolidated Plan
- City of Columbia Comprehensive Plan
- City of Columbia Building and Permits
- City of Columbia Office of Business Opportunity (OBO)
- South Carolina Emergency Management Department
- Engineering estimates for FEMA PA Projects
- United States 2010 Decennial Census
- 2014 American Community Survey (ACS)
- Midlands Flood Recovery Group
- Volunteer Organizations Active in Disaster (VOAD)
- Public and Stakeholder outreach and feedback

This assessment is organized into three main categories: Housing, Infrastructure, and Economic Development. Identifying and documenting the needs across these three core areas allows the City to strategically allocate limited resources to address the most critical recovery needs while making proactive resilience investments to minimize impacts of future flood events.

A high-level overview of the unmet needs assessment is shown in Table 13 using the best available data and information from FEMA and SBA as of *October 1, 2017*. *It is critical to understand that these figures are based on available information at the time this Action Plan Amendment was developed.*

Based upon this information, City of Columbia has identified \$210,388,416 in unmet recovery needs, a 57% increase attributable to estimates of \$170 million in repairs to the Columbia Canal. Although infrastructure is currently shown with the largest gap in funding, the City considers housing the largest unmet need due to the large number of residents impacted by the flood and the extremely limited number of affordable housing options for low to moderate income residents.

Table 13: Unmet Needs Summary

Recovery Area	Damage/Rebuild Costs	*Assistance Received	*Unmet Need
Housing	\$103,654,345	\$70,081,684	\$33,572,661
Infrastructure	\$189,394,851	\$12,995,324	\$176,399,527
Economic Development	\$18,773,828	\$18,357,600	\$416,228
Total	\$311,823,024	\$101,434,608	\$210,388,416

*Does not include mitigation or resiliency costs.

Source: FEMA, SBA

5.1 Funding Sources and Uses Assistance Received and Expected

Table 14 identifies anticipated or expected funding sources and the area of need that will be addressed. Based on data obtained from FEMA, SBA, DOA and SCEMD, the City of Columbia is anticipating funding of \$101,434,608. These amounts include only funding that has been obligated or disbursed from other agencies.

Table 14: Assistance Received and Obligated*

Assistance Program	Housing	Infrastructure	Economic Development	Total
FEMA IA	\$19,722,933			\$19,722,933
FEMA PA		\$11,995,324		\$11,995,324
NFIP	\$13,541,451			\$13,541,451
SBA	\$36,817,300		\$18,357,600	\$55,174,900
DOA		\$1,000,000		\$1,000,000
Total	\$70,081,684	\$12,995,324	\$18,357,600	\$101,434,608

*Data updated as of October 1, 2017

Source: South Carolina Disaster Management Department, FEMA, SBA

5.2 Housing Unmet Need

This section of the Action Plan describes the data, information, and methodology that the City of Columbia used to calculate damages and unmet needs for housing. Based upon this information, the level of damage is estimated to be \$103,654,845. With \$70,081,684 in assistance received or anticipated, the total estimated unmet need is \$33,572,661, slightly less than estimated in the original Action Plan.

Table 15: Housing Unmet Needs

Recovery Area	Damage / Need	*Assistance Received / Anticipated	*Unmet Need
Housing	\$103,654,845	\$70,081,684	\$33,572,661

Source: FEMA IA, July 2016 & SBA, August 2016

As noted in the overview of this Action Plan Amendment, homeowners did not wait for federal assistance to make storm damage repairs. In particular, homeowners with major and severe damage appear to have found the means to rehabilitate on their own or with the assistance of volunteer organizations. Based on self-reported data, 55% applicants deemed ineligible for the Columbia Homeowner Assistance Program (CHAP) did not meet 80% AMI income levels.

Applicants who registered with FEMA were allowed to register only one property giving rental property owners the option of filing damage assessment on their residence or the rental unit. All chose to register residences. For this reason we renewed our outreach to landlords, mailing 1800 letters to solicit interest in the Small Rental Repair Program (SRRP). We are experiencing a significant increase in calls from potential applicants.

Most, but not all, small rental property owners had private insurance or secured commercial loans to make needed repairs. While some of these applicants have remaining repairs, many suffered a loss of rental income for several months and some are experiencing a financial hardship as a result. A demonstrable financial hardship must have occurred after the October 2015 flood and be of a severe, involuntary, and unexpected nature such as the necessity of withdrawing funds from pension or retirement accounts or the use of high interest, high fee loans to make storm-related repairs.

During its analysis, the City of Columbia recognized a significant disparity between the amount of individual FEMA damage assessments versus the amount of individual SBA loans. SBA loan amounts more closely reflect actual rebuilding costs than FEMA damage amounts because the SBA data is derived at the applicant level and represents verifiable address-level information. The City has a high degree of confidence in using the SBA amounts to develop a multiplier that could be used to calculate unmet housing needs. Table 16 demonstrates the significant differences in each damage category between FEMA's loss assessments and SBA loans to repair residences. The multiplier is the ratio of actual building costs (average SBA loan) to FEMA estimated damages.

Table 16: Owner-Occupied Households with RP FVL > \$0 and SBA Awards

Damage	Damaged Structures	Average RP FVL	Average SBA Loan	Multiplier
Minor-Low	249	\$928	\$19,094	20.58
Minor-High	37	\$4,321	\$32,481	7.52
Major-Low	15	\$7,470	\$66,060	8.84
Major-High	31	\$21,754	\$99,103	4.56
Severe	56	\$43,123	\$136,023	3.15
Total	388	\$9,258	\$45,455	4.91

Source: FEMA IA, July 2016 & SBA, August 2016

With multipliers established at all five owner-occupied damage tiers, it was then applied to the entire IA owner-occupied population, resulting in a total damage estimate in excess of \$47.9 million as shown in Table 17. While this amount includes \$3.7 million in contents, this assessment demonstrates that there are twice as many unmet housing needs than there is funding available. Furthermore, the largest unmet need is in the minor loss category, which is associated with the City's LMI population. For this reason, the City of Columbia has allocated 64% of CDBG-Disaster Recovery resources to address the unmet housing need. The City's

allocation strategy prioritizes its most vulnerable households while also meeting the needs of those who sustained the majority of damages.

Table 17: Real Property Damage Estimation

Damage	Quantity Damaged	Total RP FVL	Multiplier	Damage
Minor-Low	2,273	\$1,674,658	20.58	\$34,464,459
Minor-High	185	\$833,059	7.52	\$6,264,605
Major-Low	67	\$480,320	8.84	\$4,246,026
Major-High	70	\$1,511,293	4.56	\$6,891,496
Severe	122	\$5,269,336	3.15	\$16,598,409
Total	2,717	\$9,768,666	4.91	\$47,964,150

Source: FEMA IA, July 2016

5.2.1 Housing Unmet Need Calculation

Owner Occupied Homes

The City of Columbia considers several factors in computing homeowner unmet need including:

- FEMA damage assessments
- SBA loan amounts
- FEMA/SBA Multiplier
- Costs of Resiliency (Energy and Water Efficiency), and
- Mitigation (Elevation) Costs

The calculation is as follows:

FEMA Damage Assessment * SBA Multiplier

+ Resiliency Costs (Avg. \$1,917 per home)

+ Mitigation Costs (Avg. \$70,000 per “Major” or “Severe” home in the floodplain)

Potential Unmet Need

After applying the FEMA/SBA multiplier at each damage level, the costs associated with resiliency (energy and water efficiency) are added to the calculation for all damaged structures. These costs are estimated to be \$1,917 per structure as identified in *Incremental Cost, Measurable Savings: Enterprise Green Communities Criteria* (outlined in Section 6.4.5 of the Action Plan). After adding resiliency costs, the average cost of elevation (\$70,000) is added for all homes in the floodplain categorized as “Major” or “Severe” damage. The average cost of elevation is based upon data obtained from the City of Columbia Floodplain Manager as outlined in Section 6.4.4 of the Action Plan.

Using this methodology, the City of Columbia estimates 2,717 owner-occupants need assistance (less duplication of benefits) with approximately \$66,612,639 in damages. It is important to note that SBA data are currently available at the address level, which adds a degree of realism to the perspective on damages and potential unmet needs. Also, these numbers do not capture residents who did not register for FEMA assistance, those who were denied assistance, or received insufficient funding to fully repair their homes. Filling in these gaps is a significant challenge which will be resolved during the applicant intake and Duplication of Benefits (DOB) verification processes.

Table 18: Owner Occupied Unit Damages and Rebuilding Needs

Damage	Quantity Damaged	Total RP FVL	Multiplier	Damages	Resiliency Cost	Mitigation Cost	Total Need
Minor-Low	2,273	\$1,674,658	20.58	\$34,464,459	\$4,357,341	\$0	\$38,821,800
Minor-High	185	\$833,059	7.52	\$6,264,605	\$354,645	\$0	\$6,619,250
Major-Low	67	\$480,320	8.84	\$4,246,026	\$128,439	\$0	\$4,374,465
Major-High	70	\$1,511,293	4.56	\$6,891,496	\$134,190	\$4,900,000	\$11,925,686
Severe	122	\$5,269,336	3.15	\$16,598,409	\$233,874	\$8,540,000	\$25,372,283
Total	2,717	\$9,768,666	4.91	\$47,964,150	\$5,208,489	\$13,440,000	\$66,612,639

Source: FEMA IA, July 2016 & SBA, August 2016

Renter Occupied Homes

The calculation of need to repair damaged rental properties is more difficult because FEMA data regarding real property damages is not available. For the purposes of this analysis, the City assumed that the majority of damaged rental properties have characteristics similar to single family homes or duplexes. This assumption is supported by the fact that 43% of damaged rental properties are categorized as “House/Duplex” by FEMA and that rental properties in the most impacted areas are single family homes, duplexes, and townhomes.

The City of Columbia considers the following factors in calculating unmet need for rental properties:

- FEMA damage assessments (number of structures damaged)
- Average Amount of Structural Damage (similar to single family homes/duplexes)

- Costs of Resiliency (Energy and Water Efficiency), and
- Mitigation (Elevation) Costs

The calculation is as follows:

FEMA Damage Assessment (number of structures) * Average Amount of Damage

+ Resiliency Costs (Avg. \$1,917 per home)

+ Mitigation Costs (Avg. \$70,000 per “Major” or “Severe” home in the floodplain)

Potential Unmet Need

5.2.1.1 Renter Calculation

As of July 2016, 502 renters registered with FEMA reporting \$1,070,521 in personal property losses. Based upon the data below renters received \$766,925 in total payments from FEMA and \$216,000 from SBA leaving them with an unmet need of \$87,596.

Table 19: Renter Occupied Unit Damages and Rebuilding Needs

Damage	Damaged Structures	Total PP FVL	FEMA Funding	SBA Loan Amt	Unmet Need
Minor-Low	227	\$96,832	\$74,372	\$4,300	\$18,160
Minor-High	49	\$66,610	\$42,682	\$12,900	\$11,028
Major-Low	88	\$178,906	\$109,228	\$57,600	\$12,078
Major-High	83	\$397,886	\$285,472	\$86,900	\$25,513
Severe	55	\$330,287	\$255,170	\$54,300	\$20,817
Total	502	\$1,070,521	\$766,925	\$216,000	\$87,596

Source: FEMA IA, July 2016 & SBA, August 2016

Of the 502 rental properties damaged by the storm, 273 (54.3%) were listed as apartments, and 219 (43.6%) as a House/Duplex. The remaining 2% of units vary by type. FEMA Personal Property Damages (PP FVL) of these renters totaled \$1,070,521. Although FEMA real property damage assessments are not available for rental properties, the methodology detailed above estimates damages at \$36,954,610. Renters also incurred approximately \$87,596 in unpaid personal property losses.

Again, it is important to note that data currently available for rental properties is extremely limited. Filling these gaps is a significant challenge because area housing agencies do not track the number of affordable rental units available at a given time. It is helpful, however, to consider Columbia’s Section 8 Housing Choice Voucher Program in substantiating the increased need for affordable housing. During a 27-hour period this July, the Columbia Housing Authority (CHA) received 15,241 applications to be placed on the waiting list for its rental-assistance program. Of those applications, only 3,000 were chosen through a lottery system to be placed on the waiting list for one of the authority’s 4,000 rental assistance vouchers when they become available.

The payment amount for Section 8 Vouchers, which assist low income residents in securing affordable housing, is based on 98% - 110% of Fair Market Rents (FMR) for the area, which are on the rise in Columbia. In 2017, the CHA increased its payment standard to 110% FMR because participants were unable to locate housing at 100% FMR. Section 8 vouchers expire after 120 days and recipients who cannot find accommodations within that time must reapply.

It is believed two circumstances contributed to this situation. First, adding approximately 4,000 student housing units downtown has affected the cost of monthly rental housing across the city. In 2014 and 2015, the City began offering 10-year, 50 percent tax breaks to private developers building student complexes. Just two years ago, about 1,250 people lived downtown. Now it’s close to 7,000 people, mostly University of South Carolina (USC) students. Second, the 2015 Flood damaged more than 2000 homes, requiring many affluent homeowners to move to rental units while their properties were repaired, thus further decreasing the number of units available and allowing landlords to charge higher rates. College students are willing to pay more to live close to campus despite cheaper housing a few miles away. Privately-owned apartment communities that might otherwise have accepted Section 8 Vouchers, now cater to USC students and their parents.

After speaking with the CHA, the SC State Housing Finance Authority, and the Affordable Housing Coalition, the Columbia Disaster Recovery team canvassed a few multifamily apartment complexes known to be damaged by the storm to help determine the number of units lost and the number and location of residents displaced. Several apartment complexes on Beltline Blvd. and along Blossom Street, where flood waters reached 3-4 feet, sustained major damage. At Hampton Park, an affordable housing complex with 80 units, 48 units were damaged; two buildings or 24 units have not yet been repaired. The Shandon Crossing complex lost 36 units and the rental office. Another 72 second floor units were temporarily evacuated. All units have been repaired and 15 tenants who wanted to return to the property have been rehoused. The City is working with the property management staff to gather contact information for tenants who chose not return to the building. Property owners were forced to use private funds to make repairs because their insurance providers refused coverage.

Many applicants to the Small Rental Repair Program had private insurance or secured commercial loans to make needed repairs after the storm. While some of these applicants have remaining repairs, many suffered a loss of rental income for several months and some are experiencing a financial hardship as a result.

Total estimated damage for housing, as shown in Table 15, is \$103,654,845 calculated as follows:

Owner Occupied Damage/Unmet Need	\$66,612,639
Renter Occupied Damage/Unmet Need	\$36,954,610
Renter Personal Property Unmet Need	\$87,596
	\$103,654,845

Based on the best available data, it is estimated that a minimum of 3,219 housing units were damaged during the October 2015 flood. This number includes 2,717 owner-occupied structures and 502 renter occupied units. Ninety-nine percent (99%) of the owner-occupied homes that sustained damage were categorized as a single-family House/Duplex. The remaining 1% were classified as Condos, Mobile Home and “Other.” Of the owner-occupied homes, 192 were classified by FEMA as having “Major” or “Severe” damages resulting in \$9,768,666 in total damages.

According to Laura Nicholson, Development Director, South Carolina State Housing Finance Authority, there are 84 low income apartment complexes containing 7,847 affordable rentals in Columbia. Approximately 5,067 apartments set rent based on income. There are also 2,466 Project-Based Section 8 subsidized apartments in Columbia.

5.2.2 FEMA Damage Assessment

FEMA’s Individual Assistance Program (IA) provides important data that helps understand the locations and extent of damages in the City. One of the primary federal sources of recovery assistance, the IA provides damage assessments known as Full Verified Loss (FVL) estimates for eligible households. As of July 2016, 3,219 households had registered for FEMA IA assistance with damages totaling \$9,768,666 in real property verified losses and \$1,986,717.05 in personal property verified losses for a total of \$11,755,383.

While a useful component of the unmet needs analysis, these figures are limited to costs to *repair the home to a safe and sanitary living or functioning condition*. These estimates also do not include residents who did not register for FEMA or those who were denied a damage assessment.

5.2.3 NFIP Claims

The National Flood Insurance Program (NFIP) provides additional information regarding locations and extent of damages. As of August 2016, a total of \$13,541,451 had been provided to City of Columbia residents. Due to the concentration of households above 80% AMI with the most severe damages in the floodplain, the City expects that the majority of funding was provided to non-LMI households who could afford to pay NFIP premiums. While the City lacks address level information, it is assumed that the majority of LMI households located in the floodplain did not have flood insurance and had minimal participation in the housing programs. A Duplication of Benefit Analysis, in accordance with existing City of Columbia procedures, will be performed during the applicant intake process to verify the receipt of any NFIP assistance.

5.2.4 Small Business Administration (SBA) Loans

As previously discussed, SBA loans are another key source of information to estimate unmet needs. Unlike FEMA damage inspections, SBA damage assessments and loans represent the full damage to the home and the amount necessary to fully repair it to pre-storm conditions. For this reason, SBA data are typically used to calculate an average rebuild cost. As of August 2016, SBA had provided \$35,528,500 in low interest loans for 1,220 households in the City of Columbia indicating only 45% of owner occupied households applied FEMA IA assistance. This amount is lower than the SBA verified loss amount of \$53,607,426 because these numbers include “contents” and “mitigation” amounts. Due to the concentration of severely damaged households above 80% AMI in the floodplain, the City believes the majority of funding was provided to non-LMI households who could qualify for a loan. Table 20 below represents all FEMA IA households who received SBA loans regardless of the level of damage that was sustained to their home.

Table 20: SBA Loan Approval Rates for LMI and Non-LMI Households

Damage	LMI Households			Non-LMI Households		
	Quantity	Value	Avg. Value	Quantity	Value	Avg. Value
FEMA Repair / Replace	564	\$2,127,536	\$3,772	832	\$3,565,684	\$4,286
SBA Loan	109	\$4,682,400	\$42,958	341	\$13,852,300	\$40,623

Source: FEMA IA, July 2016 & SBA, August 2016

While the amounts of the SBA loans do not vary greatly between the two populations, the percentage of LMI income households that have received an SBA loan is only 19.3% compared to 40.9% of Non-LMI households who have received loans. Therefore, Non-LMI households are twice as likely than LMI households to qualify for and receive SBA assistance.

5.2.5 Special Flood Hazards Area Damage Assessment

An additional source of information for estimating damages is FEMA’s assessment of IA applicants located in the Special Flood Hazards Area (SFHA). Of the 6,558 applicants who applied for IA assistance, 833 of homes damaged by the flood are within the floodplain. Of this number, 114 homes are identified with “Severe” damage (i.e. greater than \$28,800 of real property damage, or determined destroyed, and/or six feet or more of flooding on the first floor). The City estimates \$5,000,000 in FEMA Real Property (RP FVL) damages and an estimated cost to rebuild of approximately \$16 million (using the SBA multiplier).

5.2.6 Impacts on Low and Moderate Income Households

HUD requires that a minimum, of 70% of the total CDBG-DR allocation benefit LMI households. LMI limits are determined by HUD annually, based on the Area Median Income of the jurisdiction and are categorized by the number of persons in the family. LMI households are those who earn less than 80% of the community’s Area Median Income. For fiscal year 2019 the Columbia MSA the median income defined by HUD is \$68,900. For a family of four, this corresponds to an Extremely Low Income limit of

\$25,750, a Very Low Income limit of \$34,450, and a Moderate Income limit of \$55,100. Table 21 illustrates HUD-defined income limits for determining qualified LMI households. It is important to note that these income limits are updated annually and are subject to change.

Table 21: 2019 Low to Moderate Income Limits

FY 2019 Income Category	Number of Persons							
	1	2	3	4	5	6	7	8
Extremely Low (30%)	\$ 14,500	\$16,910	\$21,330	\$25,750	\$30,170	\$34,590	\$39,010	\$43,430
Very Low (50%)	\$24,150	\$27,600	\$31,050	\$34,450	\$37,250	\$40,000	\$42,750	\$45,500
Low (80%)	\$38,600	\$44,100	\$49,600	\$55,100	\$59,550	\$63,950	\$68,350	\$72,750

Source: HUD 2019 Income Limits

Following a major disaster, households who qualify as either low or moderate income are likely to have increased difficulty securing financing for necessary repairs, replacing damaged personal property, finding suitable rental housing, or paying for temporary housing or relocation expenses. For that reason, the City of Columbia has identified the most heavily damaged areas (“Major” and “Severe” Damages) with concentrations of Low and Moderate income households to prioritize assistance for those with greatest need.

Of the 3,219 applicants who applied for FEMA assistance, 1,725 (53.6%) self-reported their income as low-to-moderate. Of this number, 1,274 were owner occupants and 451 were renter occupied households. In the five communities experiencing the “Major” or “Severe” damages (Lake Katherine, Central Gills Creek, Lower Gills Creek, Wildcat Creek, and Penn Branch) 165 households reported themselves as low to moderate income. This is 45.6% of the most severely impacted households. Table 22 indicates the number of LMI households with the highest concentration of “Major” and “Severe” damage by area.

Table 22: Major or Severe Damage – LMI Affected Owner & Renter Households

Damage	LMI Owners	LMI Renters	Owner Percentage	Renter Percentage
Lake Katherine	25	0	100.0%	0.0%
Central Gills Creek	11	10	81.4%	18.6%
Wildcat Creek	8	8	74.4%	25.6%
Lower Gills Creek	6	78	21.0%	79.0%
Penn Branch	7	12	57.5%	42.5%
Total	57	108	63.0%	37.0%

Source: FEMA IA, July 2016 & SBA, August 2016

5.2.7 Housing Types Impacted

As shown in Table 23, the majority of flood related damages were owner occupied single family homes or duplexes, which sustained \$9,698,451 in real property damages and \$887,229 in personal property damages totaling \$10,585,680 in losses according to FEMA IHA data. Condo damages, both real and personal property, totaled \$95,234. Mobile home and a unit classified as “Other” damages totaled less than \$5,000.

Damages to rental properties are assessed in terms of personal property losses to tenants. As can be seen in Table 24, the majority of personal property losses were reported for apartment units with \$710,122 in damages. Single family homes or duplexes used as rental units reported the second highest personal property losses with \$352,177.79 in damages. A total of \$1,070,521 in personal property losses were reported for renter occupied households.

Table 23: Owner Occupied Damages

Structure Type	Properties	Real Property Damage	Personal Property Damage	Total Property Damage
Apartment	0	\$0	\$0	\$0
Assisted Living Facility	0	\$0	\$0	\$0
Boat	0	\$0	\$0	\$0
College Dorm	0	\$0	\$0	\$0
Condo	22	\$66,834	\$28,401	\$95,234
House/Duplex	2,691	\$9,698,451	\$887,229	\$10,585,681
Military Housing	0	\$0	\$0	\$0
Mobile Home	3	\$1,923	\$290	\$2,213
Other	1	\$1,458	\$276	\$1,734
Townhouse	0	\$0	\$0	\$0
Total	2,717	\$9,768,666	\$916,196	\$10,684,862

Source: FEMA IA

Table 24: Renter Occupied Damages

Structure Type	Properties	Real Property Damage	Personal Property Damage	Total Property Damage
Apartment	273	\$0	\$710,122	\$710,122
Assisted Living Facility	1	\$0	\$1,429	\$1,429
Boat	0	\$0	\$0	\$0
College Dorm	1	\$0	\$500	\$500
Condo	5	\$0	\$3,723	\$3,723
House/Duplex	219	\$0	\$352,178	\$352,178
Military Housing	1	\$0	\$145	\$145
Mobile Home	1	\$0	\$402	\$402
Other	1	\$0	\$2,021	\$2,021
Townhouse	0	\$0	\$0	\$0
Total	502	\$0	\$1,070,521	\$1,070,521

Source: FEMA IA

5.2.8 Owner vs. Renter

FEMA registrations provide insight into the proportions of each occupancy type affected by the October 2015 flooding. Of the 3,219 homes with FEMA verified damages, 2,717 (84.4%) were owner occupied and 502 (15.6%) were renter occupied. According to these figures, the vast majority of damaged homes are owner occupied. However, as discussed previously, these figures account only for homes registered for FEMA assistance, and do not accurately represent the full universe of damaged homes. Table 25 further breaks down these numbers by the areas most affected by the flooding.

Table 25: Major or Severe Damage – LMI Affected Owner & Renter Households

Location	Owner Households			Renter Households			Total Households		
	LMI	Total	LMI %	LMI	Total	LMI %	LMI	Total	LMI %
Lake Katherine	25	94	26.6%	0	0	0.0%	25	94	26.6%
Central Gills Creek	11	57	19.3%	10	13	76.9%	21	70	30.0%
Wildcat Creek	8	29	27.6%	8	10	80.0%	16	39	41.0%
Lower Gills Creek	6	25	24.0%	78	94	83.0%	84	119	70.6%
Penn Branch	7	23	30.4%	12	17	70.6%	19	40	47.5%
Total	57	228	25.0%	108	134	80.6%	165	361	45.6%

Source: FEMA IA, July 2016 & SBA, August 2016

Table 25 indicates that 361 out of 362 households are located in areas that sustained “Major” and “Severe” damages. Of this number, 228 (63%) are owner occupied households and 134 (37%) are renter occupied households. According to FEMA damage assessments, owners sustained \$7 million in damages. Using the SBA data, which more closely reflects actual damages the total damages to owner occupied units is estimated to total more than \$11 million.

The City’s renter-occupied units comprise approximately 54% of housing inventory. However, only 37% of renter-occupied units reported damages. It is possible that damaged renter-occupied units are under reported.

According to the City of Columbia 2015-2019 CDBG Consolidated Plan, the need for additional affordable rental housing existed prior to the storm and flood events of 2015. When combined with this pre-existing shortage of affordable rental housing, damages to the City rental stock places enormous strain on low and moderate income residents looking for safe, reasonably priced rental housing.

5.3 Infrastructure

In order to assess unmet infrastructure needs for CDBG-DR funding, the City developed damage assessments and engineering estimates after the 2015 Flood to participate in FEMA’s Public Assistance (PA) program. The following table illustrates how those damages were documented and categorized. It should be noted that work on the Columbia Canal is now categorized as damage to a Public Utility (Category F), rather than Category D, Water Control Facilities.

Table 26: FEMA PA Categories

Category	Definition	Total Damages	25% Cost Share
A	Debris Removal	\$585,109	\$146,277
B	Emergency Protective Measures	\$8,263,554	\$2,065,888
C	Road Systems and Bridges	\$1,306,878	\$326,719
D	Water Control Facilities	\$0	\$0
E	Public Buildings and Contents	\$288,151	\$72,038
F	Public Utilities	\$178,797,049	\$42,500,000
G	Parks, Recreational and Other Items	\$154,110	\$38,528
Total		\$189,394,851	\$47,348,712

Source: City of Columbia, November 2016

The damages shown on Table 26, except for repairs to the Columbia Canal, have not changed significantly in the last year. The City expects FEMA to fully reimburse the \$19,394,851 for non-Canal repairs. The City revised its damage estimates for the Canal after a recent technical assessment indicated more extensive flood related damages. On June 12, Columbia submitted its request for \$170 million for repairs to the Columbia Canal, including \$15 million in mitigation activities and repairs to the Head Gates, spillway, canal dikes, and hydro plant. FEMA plans to obligate \$11.7 million for the entire project, indicating it will not pay for Head Gate repairs, damage to any submerged surfaces, or Federal Energy Regulatory Commission (FERC) codes and standards.

FEMA’s Disaster Relief Fund is running low due to recent disasters like Hurricanes Harvey, Irma, and Maria. Given these restraints, the City is considering options for emergency repair of at least two of the canal head gates to improve capacity at the Waste Water Treatment Plant. This Action Plan Amendment proposes the use of approximately \$4 million in CDBG Disaster Recovery funds for design and repair of these two gates.

Based on the categories in Table 26, the city identified its highest level of need in *Category F, Public Utilities*, due to the breach of the Columbia Canal. This breach resulted in a 60-foot section of the canal washing away which caused the water level of the canal to drop below the level necessary for the city to pump water into its water treatment facility through normal operations.

Category F also reflects \$8.79 million in repairs to the city’s wastewater system to address damages to sewer lift stations and sewer lines and \$1.5 million to repair the city’s hydroelectric plant, which is not a priority as no water can reach the station until the Columbia Canal breaches are repaired.

The third highest infrastructure need, Category B *Emergency Protective Measures*, includes the building of a coffer dam as well as bypass pumps and pipes to serve as an access to an alternate water supply for the Water Treatment Facility. These infrastructure improvements are estimated at more than \$8.26 million.

The fourth ranked infrastructure need, an estimated \$1.5 million in repairs for roads and Lost Creek Bridge (Category C), \$0.5 million for debris removal (Category A), and \$0.3 million for the restoration of 10 city parks (Category G) have been identified for FEMA PA funding.

In addition to the categories listed above Category E *Public Buildings and Contents*, is an estimated \$288,151 million in repairs of city buildings, the hydroelectric plant and the wastewater system. This amount is expected to assist with repairs for several buildings that had water damage with the largest building loss being the fire station that was completely submerged by water. Funding is also needed to repair or replace fire and police equipment that was lost or damaged in the flood waters.

As shown in Table 26, the estimated total amount of infrastructure repairs for the City of Columbia is \$189,394,851. Of this amount, the city is responsible for a 25% cost share of \$47,348,712. The South Carolina State Legislature has ratified the General Appropriations Bill for Fiscal Year 2016-2017 (H. 5001). Pursuant to §118.16(B)(3) of this bill, the South Carolina Emergency Management Division (SCEMD) will be authorized to make payments of the non-Federal share of Public Assistance Project Worksheets awarded under FEMA-4241-DR-SC (Severe Storms and Flooding) up to 25% match threshold. The City of Columbia, along with Richland and Lexington Counties, will share in this fund.

When funds are available, projected to be in October 2016, SCEMD will begin processing payments for the non-Federal share of approved and obligated projects. For small projects (less than \$121,800), SCEMD will pay the approved non-Federal share of the eligible project amount. For large projects (\$121,800 and above), SCEMD has confirmed as of October 2017 that it will pay the non-Federal share of up to 25% of approved, eligible project expenditures.

Although a portion of the cost share for FEMA PA projects will be paid by state funds, the City of Columbia fully recognizes that there are unmet needs beyond the cost share requirement that will not be covered due to the state’s limited appropriation of FEMA PA funding. Unfortunately, the amount and types of projects to be funded by the state’s FEMA allocation is not known as of September 2016. In the event that CDBG-DR funds are necessary to complete these types of activities, the City will submit a substantial Action Plan Amendment for HUD’s review and approval.

5.4 Unmet Economic Development Needs

The extensive rainfall and flooding of early October 2015 severely damaged Columbia businesses. Many experienced damages to their facilities, stock, and equipment and some businesses were totally destroyed. Even businesses that did not have physical damage from the storms were closed for an extended period causing significant losses in revenue. These damages are outlined in *Action Plan Section 4 Economic Development Losses*.

As of December 2016, the Small Business Administration had approved more than 200 disaster assistance loans for businesses totaling more than \$24.5 million which is an increase from 165 loans approved at the time of the initial unmet needs assessment. As a result, the City of Columbia Office of Business Opportunities (OBO) offered low-interest loans of up to \$10,000 to assist small businesses impacted by the fund. OBO approved 9 loans for a total of \$85,000 in 2016 out of a total of \$100,000 available to lend. However, there are unmet needs that require additional assistance. Many businesses have not qualified for financing through FEMA, SBA, OBO or other lenders and are still feeling the effects of lost revenue from the impact of the flood. In order to address these needs, the proposed Small Business Recovery (SBR) Program is expected to provide sustainability to local small businesses and job retention and economic revitalization to commercial corridors effected by the storms and resulting flood.

5.5 Columbia Housing Authority Unmet Need Assessment

As stated in Action Plan Section 5, the Columbia Housing Authority (CHA) was extensively consulted on the development of the Action Plan. Based upon CHA assessment, no additional funding is necessary for the recovery of CHA properties as insurance proceeds covered the damages. This has been confirmed by the Columbia Housing Authority.

5.6 Transitional Housing, Emergency Sheltering, and Homelessness

As stated in Action Plan Section 5, there were no disaster impacts to Transitional Housing, Emergency Sheltering, and Homeless Facilities including McKinney-Vento funded shelters; there is no unmet need related to public service activities. This has been confirmed by the United Way.

6.0 Program Descriptions

Columbia Homeowner Assistance Program (CHAP)

Program Eligible Activity: Rehabilitation - Housing, 24 CFR 570.202, 24 CFR 570.201 (d), 24 CFR 570.605

National Objective: Low- and Moderate-Income Benefit

Activity Allocation: \$6,218,750

Overview and Delivery

The Columbia Homeowner Assistance Program (CHAP), administered by the City’s Community Development Department, will provide up to \$150,000 for rehabilitation, repair, or reconstruction of owner-occupied households with major damages directly related to the October 2015 disaster and with unmet needs exceeding \$25,000. The program will also provide assistance to meet elevation requirements where required. Only LMI households will be assisted.

In order to leverage limited CDBG-DR funding, homeowners eligible to participate in FEMA’s Increased Cost of Compliance (ICC) program, must apply for this funding if elevation of the rehabilitated structure is necessary. Assistance for reconstruction of substantially damaged, owner-occupied dwellings will also be provided; the International Residential Code and Green Building certification requirements will be applied to all reconstruction activities. In all cases, sufficient federal and non-federal resources must be available to complete rehabilitation and reconstruction projects to HUD and CDBG Disaster Recovery Housing Standards.

Funding for this program will be capped at \$150,000, ~~not~~ including relocation assistance; for work that addresses decent, safe, and sanitary conditions as defined by the DR Housing Standards and compliance with City building codes and floodplain ordinances when appropriate; the costs of environmental remediation and implementing Green Building Standards; the costs of initial homeowner hazard insurance premiums and coverage of flood insurance premiums (for properties covered by the Flood Disaster Protection Act of 1973 as amended, pursuant to §570.605) for one year.

Connection to Disaster and Updated Needs Assessment

CHAP was developed to address 76 low to moderate income single family households identified by FEMA as sustaining *Major* or *Severe* damages as a result of the flood. While elderly, disabled, and female headed households with children will be prioritized for participation in the program, all LMI households will be given the opportunity to receive assistance.

In May 2017, Disaster Recovery staff mailed letters to 259 households on FEMA’s major and severe damage lists inviting them to participate in one of two public information sessions and schedule an appointment with a Case Manager. To date Case Managers have processed 65 applicants, 50 are eligible and have been inspected for damages; 48 have received environmental clearance and are in the construction phase.

The CDBG Disaster Recovery team hosted eight additional outreach sessions from July 10 – August 2; total attendance was 135. The City’s Public Relations Department (PRD) issued press releases to approximately 70 local media organizations and interviews were conducted by several television and radio stations. Photos taken at one of the initial public information sessions was posted on YouTube. A second press release was issued July 10 announcing the final eight public information sessions. PRD issued a press release and outreach flyer on August 2 announcing the final public information session. Program information was posted on the Disaster Recovery website, the City Talk July 14; WISTV posted a notice on its website July 18; ABC Columbia posted notices on its website July 10 and July 30; and the Director of Community Development and the Disaster Recovery Manager appeared on WIS TV August 1 to discuss the Disaster Recovery program.

The provision of safe, disaster resistant housing for residents impacted by the October 2015 flood is critical to the Columbia’s long-term recovery strategy. While single family owner-occupied or rental dwellings suffered the greatest damage from the declared disaster, it is our belief, based on continuing community outreach and information exchange with Richland and Lexington Counties and the United Way of the Midlands, that many of the homeowners identified in the Action Plan have either completed repairs on their own or do not meet the low to moderate income requirements. The program will serve those that have met eligibility requirements and will remain open to applicants until all funds have been expended or reallocated. After some initial damage assessments, we believe some of the applicants to our Minor Repair Program will have more than \$25,000 in damages and will be moved to CHAP. The City is proposing that the initial allocation to this program be reduced to fund other recovery initiatives.

Home repairs and improvements funded through this program will minimize the impact of future storms and floods. By addressing the most critical unmet housing needs and encouraging high-quality, disaster resistant construction, the City improves the long-term safety and stability of its community. These home repairs also help stabilize damaged neighborhoods, retain consumers for local businesses, preserve the local tax base, and encourage new investment.

Eligible Applicants

Eligibility requirements for participants in this program are:

- Damaged residential dwelling must be located within Columbia City Limits.
- Applicants must have owned and occupied the damaged property as their primary residence as of and prior to the date of the storm event (October 2015).
- Damaged residence must be a single-unit structure, duplex, townhome, or condominium.
- Application for and receipt of ICC funding for elevation, if required.
- Sufficient gap financing if required.

Ineligible Applicants

Ineligibility criteria for this program are:

- Homes located outside of Columbia city limits.
- Secondary homes or rental properties.
- Residential structures with more than two units or rental properties.
- Applicants without flood insurance who have received prior federal assistance requiring the maintenance of flood insurance in perpetuity.
- Gap financing unavailable to complete rehabilitation, reconstruction, and/or elevation projects in accordance with city building code and floodplain requirements.
- Ineligible structure type.

Prioritization of Applicants

One of the City’s most important goals is to assist LMI owner-occupied households who experienced the most severe damage. Among those, priority will be given to applicants who are elderly, disabled, and female head of households with children.

Use of Funds

CDBG-DR funds will be provided in the form of a direct grant agreement between the City and the applicant and through a construction agreement between the applicant and the selected contractor. The grant agreement will include obligations to: 1) authorize payments directly to the contractor responsible for executing rehabilitation, elevation and/or reconstruction work; 2) repay the City should additional federal assistance become available for physical repairs completed by the CDBG Disaster Recovery team after calculation of the grant amount; 3) own and occupy the damaged dwelling as a primary residence for a period of five (5) years after the completion of repairs; and 4) maintain flood insurance in perpetuity if located within a floodplain. Execution of a program covenant memorializing the flood insurance requirement and a subrogation agreement are also required.

Monitoring

Monitoring of program compliance will be performed by the City’s Community Development compliance staff and the internal auditor in accordance with the CHAP executed grant agreements and covenants, the Disaster Recovery QA/QC Plan, program policies and procedures, and the City of Columbia CDBG-DR Monitoring Plan.

Start and End Date

January 2018 —December 2021 (See Exhibit C for Detailed Expenditure and Performance Projections as stipulated in Federal Register Notice and on the HUD website).

Columbia Buyout Program (CBP) (This program is closed.)

Program Eligible Activity: Acquisition and Disposition, 24 CFR 570.207, 24 CFR 570.504

National Objective: Low to Moderate Income - Housing Benefit, Urgent Need, Elimination of Slums and Blight

Activity Allocation: \$0

Overview and Delivery

On November 9, 2017, the date Action Plan Amendment #1 was submitted to HUD, the City received a notice of award for the two HMGP applications. In the interest of leveraging all potential funding sources, the City is requesting that \$2 million in CDBG funding currently allocated to the Buyout Program be transferred to the newly proposed FEMA HMGP Match program and the CDBG Columbia Buyout Program will be closed to applicants. Property owners have been notified of the change in program; however, the acquisition process is essentially the same for both programs and should be a seamless transfer.

Columbia Small Rental Repair Program (SRRP)

Program Eligible Activity: Rehabilitation – Housing, 24 CFR 570.202, 24 CFR 507.201

National Objective: Low- and Moderate-Income Benefit,

Activity Allocation: \$2,000,000

Overview and Delivery

The Small Rental Repair Program (SRRP), administered by the City’s Community Development Department provides funding for the repair of storm damaged rental properties. FEMA registration for property owners is not required, but only those who can provide documentation of storm damage will be eligible for assistance. The primary goal of SRRP is to assist property owners who agree to rent to LMI individuals and families at affordable rates in repairing and reconstructing storm damaged rental units. This program will assist displaced rental households – including those not FEMA registered but who can provide evidence of storm damage - in identifying affordable housing opportunities per the CDBG Disaster Recovery Uniform Relocation Act (URA) Policies and Procedures. Funding for this program will be capped at \$100,000 per structure, ~~not~~ including relocation assistance; for work that addresses decent, safe, and sanitary conditions as defined by the DR Housing Standards; compliance with City building codes and floodplain ordinances when appropriate; and the costs of environmental remediation and implementing Green Building improvements. Gap financing is also required.

As part of the eligibility requirements for CDBG-DR assistance, rental property owners must agree to rent to Low-to-Moderate Income (LMI) individuals and families at affordable rates and make rehabilitated rental-units available first to existing or displaced LMI households. Rental property owners must sign a grant agreement requiring that all rehabilitated units remain affordable for a period of two (2) years. For the purpose of the SRRP, small rental properties are those with one to four rental units, including single family, duplex, triplex, and quadraplex buildings on one tax parcel. The rent for an affordable rental unit will be based on 50-80% of the local Fair Market Rate for its size. Rental complexes with four units designated as a *substantially rehabilitated building* will be provided with broadband infrastructure. Tenants temporarily displaced by rehabilitation activities will be eligible for relocation assistance as described in the Disaster Recovery URA Policies and Procedures.

Connection to Disaster and Unmet Needs

The provision of safe, disaster resistant housing for residents impacted by the October 2015 flood is critical to the City of Columbia’s long-term recovery strategy. Based on applicant input and remaining housing needs cited in this Action Plan Amendment, the City has determined that single family rental properties suffered extensive damage from the declared disaster.

Initially, the City received only a few applications for this program, perhaps because many property owners used insurance proceeds to complete necessary repairs or because rental owners were not permitted to register those units with FEMA if they registered damages to their residences. Consequently, a new outreach strategy was initiated to contact all property owners with rental units in the City of Columbia using information from the SBA’s database of storm damaged commercial properties and a list of landowners registered with the Code Enforcement Department. In early September approximately 1850 letters were mailed to property owners soliciting interest in the program. Currently, we are processing 81 applications from rental property owners that will serve LMI households for two (2) years. Of those, 37 have been accepted into the program and 8 are currently in the preconstruction phase. Registration with FEMA is no longer required.

Home repairs and improvements funded through this program will minimize the impact of future storms and floods. By addressing the most critical unmet housing needs and encouraging high-quality, disaster resistant construction, the City improves the long-term safety and stability of its community. These home repairs also help stabilize damaged neighborhoods, retain consumers for local businesses, preserve the local tax base, and encourage new investment.

Eligible Applicants

Eligibility requirements for participants in this program are:

- Rental property must be located within Columbia City Limits.
- Applicants must have owned the damaged rental property as of and prior to the date of the storm event (October 2015).
- Damaged rental structure should have no more than 4 units.
- Sufficient gap financing if required.

Ineligible Applicants

Ineligibility criteria for this program are:

- Rental units located outside of Columbia city limits.
- Applicants without flood insurance who have received prior federal assistance requiring the maintenance of flood insurance in perpetuity.
- Gap financing unavailable to complete rehabilitation, reconstruction, and/or elevation projects, if necessary.
- Ineligible structure type.

Prioritization of Applicants

Tenants displaced from storm damaged rental units will be given first right of return with elderly, disabled, or female head of households with children prioritized for placement in restored units. The City projects 50 households will be assisted.

Use of Funds

Rehabilitation funds will be made available to property owners who agree to: 1) rent rehabilitated properties to tenants whose incomes are at or below 80% AMI, and 2) maintain affordable rent levels for two years and 3) maintain flood insurance in perpetuity, if located in a floodplain. *Funds will be provided in the form of a direct, forgivable deferred loan agreement between the City and the property owner and through a construction agreement between the applicant and the selected contractor.* Within 30 days of occupancy or re-occupancy of the rehabilitated rental unit, the property owner must provide the City with a copy of the executed lease as well as tenant income and demographic information. This information will be submitted annually as leases are renewed in order to monitor the program’s affordability requirements.

The City also recognizes that many rental property owners did not wait for federal assistance to complete necessary repairs, many receiving insurance proceeds, securing loans, or using savings to pay for construction costs. To address this need the City may reimburse applicants who used *personal funds* to repair resulting from the storm if they can demonstrate a financial hardship, and the program determines the costs associated with these repairs are both reasonable and necessary. Reimbursements are limited to costs for storm-related repairs completed satisfactorily by a licensed contractor prior to program application. and within one year of the 2015 Flood. The minimum amount of reimbursement is \$5,000 with a \$10,000 maximum allowable. Detailed receipts will be necessary and a duplication of benefits review will apply to reimbursement costs.

Monitoring

Monitoring of program compliance will be performed by the City’s Community Development compliance staff and Internal Auditor in accordance with the SRRP executed grant agreements, covenant and subrogation requirements, the Disaster Recovery QA/QC Plan, and the City of Columbia CDBG-DR Monitoring Plan.

Start and End Date

April 2018 – December 2021 (See Exhibit C and D for Detailed Expenditure and Performance Projections).

City of Columbia Elevation Reimbursement Program (ERP)

Eligible Activity: Rehabilitation – Housing, 24 CFR 570.202, 24 CFR 570.201

National Objective: Low- and Moderate-Income Benefit, Urgent Need

Activity Allocation: \$94,000

Closed to Applications

Overview and Delivery

Given constrained recovery resources and identified housing needs, the City is providing limited elevation reimbursement to owner-occupied households who initiated their recovery prior to the one-year anniversary of the flood. The city recognizes that owners of severely damaged homes have incurred significant repair and reconstruction costs due to newly adopted elevation requirements and is committed to offsetting increased recovery costs for homeowners required to rebuild more resilient homes to prevent future losses. Regardless of income, eligible owner-occupants who have initiated elevation of their damaged structure in accordance with City of Columbia floodplain requirements will be provided up to \$20,000 in CDBG-DR funding. It is envisioned that this funding coupled with \$30,000 in ICC funding will relieve some of the recovery burdens for households in the most impacted areas of the city.

Connection to Disaster and Unmet Needs

The most severe damages from the October 2015 Flood occurred in Special Flood Hazard Areas that are required by Ordinance No. 2015-046 to meet minimum FEMA standards for floodplain management. By elevating structures with the lowest floor two feet above the Base Flood Elevation, the City seeks to protect human life and health while minimizing public expenditures for costly flood control projects, the need for rescue and relief efforts, prolonged business interruptions; and damage to public facilities and utilities located in floodplains.

As described in the Housing Damage Assessment of this Action Plan, the most severely damaged households are concentrated in Special Hazard Flood Areas along Columbia’s waterways. By encouraging home elevation, the City is mitigating the impact of future disasters. Of the 6,558 households that received a FEMA damage assessment, 261 sustained “Severe” and “Major” damages.

The City has received nine applications for elevation reimbursement; six are ineligible because the properties are located in the floodway, which are forbidden from receiving federal funds. The remaining three have executed grant awards and received funds. The current allocation of almost \$3.49 million for elevation reimbursement will be reduced to \$120,000 to cover reimbursements to the six existing eligible homeowners.

Eligible Applicants

Eligibility requirements for participants in this program are as follows:

- Damaged residence must be located in a floodplain within the Columbia City Limits.
- Applicants must have owned and occupied the damaged property as their primary residence as of and prior to the date of the storm event (October 2015).
- Applicants must have registered with FEMA and had their primary residence designated as sustaining Major or Severe damages.
- Damaged residence must be a single-unit structure.
- Applicants must have applied for FEMA Increased Cost of Compliance (ICC) funding, if applicable (only if homeowner was required to have flood insurance at the time of the storm), for elevation of their damaged structure.
- Elevation projects started after the one-year anniversary of the flood must receive Tier II environmental clearance *prior* to initiating elevation work.
- Elevation of the home is required by the City’s floodplain ordinance and must be at least 50% complete prior to the issuance of reimbursement.

Ineligible Applicants

Ineligibility criteria for this program is as follows:

- Homes located within a floodway.
- Homes located outside a floodplain or Columbia city limits.
- Secondary homes or rental properties.
- Residential structures with more than one unit.
- Applicants without flood insurance who have received prior federal assistance requiring the maintenance of flood insurance in perpetuity.
- Applicants who are not classified by FEMA with *Severe* damages or required to elevate by the City’s floodplain ordinance.
- Ineligible structure type.

Prioritization of Applicants

Applications for assistance from LMI, elderly, disabled, and female headed households with children will be prioritized for assistance.

Use of Funds

Delivery of funds will be provided in the form of a direct grant agreement between the city and the applicant. The grant agreement will include obligations for: 1) ownership and occupancy of the primary residence home for not less than one (1) year after reimbursement, 2) repayment of funds should additional federal assistance become available for repairs reimbursed by the CDBG Disaster Recovery team after calculation of the grant amount; and 3) maintenance of flood insurance in perpetuity on the damaged home, which will be memorialized by execution of a program covenant.

Monitoring

Monitoring of program compliance will be performed by the City’s Community Development compliance staff and the Internal Auditor in accordance with the ERP executed grant agreements, covenant and subrogation requirements, program policies and procedures, the Disaster Recovery QA/QC Plan, and the City of Columbia CDBG-DR Monitoring Plan.

Start and End Date - January 2018 – December 2018 (See Exhibit C for Detailed Expenditure and Performance Projections).

City of Columbia Minor Repair Program (MRP)

Eligible Activity: Rehabilitation – Housing, 24 CFR 570.202, 24 CFR 507.201

National Objective: Low- and Moderate-Income Benefit,

Activity Allocation: \$7,309,450

Overview and Delivery

The Minor Repair Program (MRP), administered by the City’s Community Development Department, assists primarily low-to-moderate income (LMI) owner-occupied households that sustained *minor* damages as a result of the 2015 storm and who have remaining repair needs not covered by the FEMA Individual Assistance Program or Small Business Administration. Funding up to \$25,000 will repair rain/flood damages and includes work related to Green Building improvements, and repairs necessary to provide decent, safe and sanitary conditions as defined by the DR Housing Standards, and comply with City building codes when appropriate, thus ensuring these housing units are more resilient to future natural hazards. *Relocation assistance and environmental remediation costs will be provided outside the \$25,000 program cap.*

The City has received 233 applications for the Minor Repair Program to date. Of those 180 have met preliminary eligibility criteria and have been assessed for damages environmental reviews are underway; approximately 28 MRP applicants may move to the CHAP program due to more extensive damage than projected. This number is far below the number projected in the original Action Plan. Applicants that are not eligible under current guidelines fall into two categories: over income limits (sometimes by hundreds of dollars) and those that did not register with FEMA. ~~In our desire to assist more homeowners with storm damaged residences, the City has increased the income limits to 120% AMI. Ninety-four percent (94%) of eligible applicants (170) meet the 80% or less AMI income requirement; ten applicants, or six percent (6%), will meet the Urgent Need national objective. These changes could allow us to repair another 100 homes, thus boosting our ability to minimize the impact of future storms while still offering financial assistance to households with limited resources.~~

As a result of outreach efforts and information provided by applicants, the City also recognizes that many homeowners did not wait for federal assistance to complete necessary repairs, many securing loans or using savings to pay for repairs. To address this unmet need the City may reimburse applicants who used *personal funds* to repair damage to their homes resulting from the storm if the program determines the costs associated with these repairs are both reasonable and necessary and applicants can demonstrate a financial hardship. Reimbursements are limited to costs incurred by homeowners for storm-related repairs completed satisfactorily by a licensed contractor prior to program

application and within one year of the 2015 Flood. The minimum amount of reimbursement is \$5,000 with a \$10,000 maximum allowable. Applicants for reimbursement may include households already deemed eligible. Detailed receipts will be necessary and a duplication of benefits review will apply to reimbursement costs.

Connection to Disaster and Unmet Needs

The provision of safe, disaster resistant housing for residents impacted by the October 2015 flood is critical to Columbia’s long-term recovery strategy. By addressing the most critical unmet housing needs and encouraging high-quality, disaster resistant construction, the City improves the long-term safety and stability of its community and minimizes the impact of future storms and floods. These home repairs also help stabilize damaged neighborhoods, retain consumers for local businesses, preserve the local tax base, and encourage new investment.

Based on damage assessments and remaining housing needs cited in this Action Plan Amendment, the City determined that single family owner-occupied dwellings suffered the greatest damage from the 2015 Flood. Home repairs and improvements funded through this program will assist those low-income households not eligible for the City’s Buyout and Homeowner Assistance Programs, which focus on homes with major to severe damages and those inside the floodplain. Ninety-four percent (94%) of low income, owner-occupied households suffered minor to moderate damage and may not be eligible for those programs. As this group may be less likely to register with FEMA, the need is probably much greater than anticipated.

Eligible Applicants

Eligibility requirements for participants in this program are:

- Damaged residence must be located within Columbia City Limits.
- Applicants must have owned and occupied the damaged property as their primary residence as of and prior to the date of the storm event (October 2015).
- Applicants must have sustained minor storm damages.
- Damaged residence must be a single-unit structure, duplex, townhome, or condominium with \$25,000 or less in damages.
- Applicants must be between 0-80% AMI at application intake.

Ineligible Applicants

Ineligibility criteria for this program is:

- Homes located outside of Columbia city limits.
- Secondary homes or rental properties.
- Residential structures with more than two units or rental properties.
- Applicants without flood insurance who have received prior federal assistance requiring the maintenance of flood insurance in perpetuity.
- Ineligible structure type.

Prioritization of Applicants

Applicants who are elderly, disabled, or female headed households with children will be given first priority for participation in MRP. Currently, more than 50% of eligible applicants are elderly, 15% are disabled, and 88% are female headed households with children. Remaining applications for assistance will be processed in the order they are completed and determined eligible. The City expects to assist 350 households through this program

Use of Funds

Funds will be provided in the form of a direct grant agreement between the City and the applicant and through a construction agreement between the applicant and the selected contractor. The grant agreement will include obligations to: 1) authorize payments directly to the contractor executing repairs; 2) own and occupy the home for not less than three (3) years after the completion of repairs; 3) repay the City should additional federal assistance become available for physical repairs completed by the CDBG Disaster Recovery team after calculation of the grant amount; and 4) maintain flood insurance in perpetuity on the damaged home, if located within a floodplain. Execution of a program covenant memorializing the flood insurance mandate will also be required for homes in the floodplain.

Monitoring

Monitoring of program compliance will be performed by the City’s Community Development compliance staff and the Internal Auditor in accordance with the MRP executed grant agreements, covenant and subrogation requirements, program policies and procedures, the Disaster Recovery QA/QC Plan, and the City of Columbia CDBG-DR Monitoring Plan.

Start and End Date

January 2018-December 2021 (See Exhibit C for Detailed Expenditure and Performance Projections).

City of Columbia Small Business Disaster Recovery Program

Eligible Activity: Special Economic Development, 24 CFR 570.203

National Objective: Low-to Moderate Income Area

Activity Allocation: \$115,000

Overview and Delivery

The Small Business Disaster Recovery (SBDR) Program will provide financial assistance in the form of forgivable loans up to \$20,000 to businesses affected by the October 2015 Flood that continue to experience challenges to their recovery. Applicants may use funds as working capital to purchase inventory, furnishings and equipment, and for cleanup and repairs. Loans will be forgiven over a period of two years with 50% forgiven each year on the anniversary of the loan closing. All forgivable loans require a personal property guarantee from the borrower. While the forgivable loan is outstanding, the borrower agrees to supply the lender, CDBG Disaster Recovery Program, with annual proof of good standing:

- Copy of valid business license
- Current paid property tax receipt showing no balance
- Current property and liability insurance for premises
- Copy of most recent water and sewer bill showing no balance

The forgivable loan shall be considered in default and repaid only if the borrower closes, sells, relocates outside the city limits, or has a significant change in ownership for any reason, to include foreclosure and/or any other legal action, prior to the two-year maturity date. If default occurs, borrower will be issued a notice requesting immediate repayment of the pro-rated amount remaining on the loan.

Connection to Disaster and Unmet Need

The extensive rainfall and flooding of early October 2015 severely damaged Columbia businesses. Many experienced damages to their facilities, stock, and equipment and some businesses were totally destroyed. Even businesses that did not have physical damage from the storms were closed for an extended period causing significant losses in revenue.

The City has assisted four businesses that serve LMI residents within a half mile service area. The SBDR is expected to provide sustainability to local small businesses and economic revitalization to commercial corridors affected by the 2015 storm and resulting flood.

Eligible Applicants

Eligibility requirements for participants in this program are:

- Businesses must be located in an eligible census tract in a commercial corridor within the city limits.
- Businesses must have applied to SBA for disaster assistance. These funds may be used by those who were denied funding by SBA or used as gap financing for those who have needs in excess of the amount received from other sources.
- Applicants must qualify as a Small Business with less than 50 employees.
- Business Owners must have owned and operated the business as of and prior to the date of the storm event (October 2015).
- Businesses must be located in a low-to-moderate income census track where 20% of residents are at or below the poverty level.
- Priority will be given to businesses located in the most heavily impacted areas.
- Businesses must provide financial statements, tax returns or other documentation to demonstrate continuing unmet need.

Ineligible Applicants

Ineligibility criteria for this program are:

- Businesses located outside of Columbia city limits.
- Business started after the October 2015 flood event.
- Businesses that have not applied for or SBA assistance.
- Businesses with more than 50 employees.

Prioritization of Applicants

Applicants will be considered on a first come, first serve basis determined by the date on which the City receives a completed application. In evaluating applications, priority will be given to those businesses located in the most severely impacted areas.

Use of Funds

The Small Business Disaster Recovery (SBDR) Program will provide forgivable loans up to \$20,000 to businesses affected by the October 2015 Flood that continue to experience challenges to their recovery. Applicants may use funds as working capital to purchase inventory, furnishings, and equipment as well as cleanup and repair. Loans will be forgiven over a two-year period with 50% forgiven each year on the anniversary of the loan closing. All forgivable loans require a personal property guarantee from the borrower.

Monitoring

Monitoring of program compliance will be performed by City’s Community Development compliance staff and internal auditor Department in accordance with executed loan agreements, program covenants and subrogation requirements, program policies and procedures, and the City of Columbia CDBG-DR Monitoring Plan.

Start and End Date: April 2018 – June 2019

Multifamily Affordable Housing Fund

Eligible Activity: Housing, New Construction; Acquisition and Demolition

National Objective: Low to Moderate Income Benefit - Housing

Activity Allocation: \$3,671,000

Overview and Delivery

The City of Columbia faces a broad mixture of unmet needs that complicate our ability to meet the 70% low-to-moderate-income (LMI) requirement. Our single family housing rehabilitation programs, Columbia Homeowner Assistance Program and Minor Repair Program, drew relatively small numbers of applicants, as did the Small Rental Repair Program. Multifamily rental housing provides an opportunity to meet the LMI requirement while creating greater flexibility within CDBG-DR programs to meet the other unmet affordable housing needs identified in this CDBG-DR Action Plan Amendment.

The availability of affordable housing in Columbia is becoming a dire situation. The City recognizes that the loss of rental units is significant as the City has a limited amount of affordable housing making it more difficult for renters to adapt to post-flooding conditions. To offset the loss of rental units, the City is proposing a reallocation of other program funds to construct affordable multifamily rental units for revitalization and redevelopment, thus extending its long-term vision for a healthy, vital community. The City’s Program will be made available City-Wide for the greatest impact of increasing affordable rental housing inventory.

The Multifamily Affordable Housing Fund will allow the City to partner with sub-recipients to finance the acquisition and demolition of vacant land, new construction of rental housing or homebuyer properties, or reconstruction of damaged units on the same lot. Projects will be selected using the following criteria:

- Project activities are consistent with the priorities established in the City’s Consolidated Plan;
- Readiness to proceed;
- The project will replace rental units damaged by the storm;

- The project is located within a City of Columbia Neighborhood Revitalization area
- The project maximizes the number of LMI beneficiaries;
- The project imposes affordability restrictions that match the level of CDBG-DR investment;
- The project is financially viable and all other financing sources have been committed;
- The project timeline is realistic, costs are reasonable, and the developer's level of experience and financial capacity is substantial.

Readiness to Proceed

The City's ability to meet timeliness requirements is paramount to program success, thus reinforcing the need to work with partners who have the capacity, knowledge, and experience to quickly implement selected projects. Potential partners will be evaluated on the following:

- Have qualified team members been assigned to key roles?
- Does the owner have recent experience working in a regulated affordable housing framework?
- Has the owner successfully completed other federally funded projects?
- Does the proposed project indicate a full understanding of CDBG-DR rules and federal regulations such as environmental review, duplication of benefits, relocation assistance, and federal labor requirements?
- Are all other financing sources committed?
- Is the project timeline realistic; can construction be completed within projected performance goals?

The chosen financial structure will reflect the realities of the project and partnerships selected. To the greatest extent practical, the City will encourage the leveraging of CDBG DR funds by employing housing bonds, FEMA funds, other state and local financial sources, and Low Income Housing Tax Credits when feasible.

The City will assure that the Uniform Relocation Act requirements are followed, that both displaced occupants and current occupants of the project are identified and records are maintained. These occupants will receive advisory services and relocation assistance if applicable.

Connection to Disaster and Unmet Need

The 2015 Flood indirectly increased an existing shortage of affordable housing, created by displaced homeowners entering the rental market at the same time that a portion of the multifamily market was severely damaged or destroyed. The City is experiencing a severe lack of decent, safe, sanitary housing, accompanied by increased rents at all levels of the housing market. As rents rise, LMI households become increasingly rent burdened or priced out of the market. These impacts are directly attributable to the disaster and will be documented and described as an unmet need in the Action Plan.

As stated in Federal Register dated June 9, 2016, under Public Law 114-113, grantees may also fund new construction (see paragraph 28 of Section VI of this notice) or rehabilitate units ***not*** damaged by the disaster if the activity clearly addresses a ***disaster-related impact and is located in a disaster-affected area***. This impact is demonstrated by the disaster's overall effect on the quality, quantity, and affordability of the housing stock and the resulting inability of that stock to meet post-disaster needs and population demands.

While no statistics are available concerning the direct loss of rental housing due to the October 2015 flood, the disaster recovery team has visited several multifamily apartment complexes damaged by the storm. Anecdotal evidence from property managers suggests that the shortage of affordable housing, including rental units, has escalated since the storm and that many landlords raised rates after repairing property damages.

Eligible Applicants:

- Partners: Units of local government
- Developers: Nonprofit or for-profit developers seeking funds for new affordable housing.

Prioritization of Applicants:

Priority will be given to development projects that replace rental units damaged by the storm, are located within a target revitalization area, maximize the benefit for low to moderate income renters, and are *shovel ready*.

Use of Funds

CDBG Disaster Recovery funds will be used for acquisition and demolition of vacant land, new construction of rental housing or homebuyer properties or reconstruction of damaged units on the same lot. Eligible project costs include:

Development Hard Costs: The actual cost of constructing or rehabilitating housing including the cost of meeting the new construction standards in §92.251; demolishing existing structures; and making utility connections, including off-site connections from the property line to the adjacent street. Site improvements may include necessary on-site roads and sewer and water lines. For multifamily rental housing projects, the costs to construct or rehabilitate laundry and community facilities located within the same building as the housing are also eligible.

Related Soft Costs: Other reasonable and necessary costs associated with the financing or development (or both) of new construction or acquisition of housing including reasonable developer fees, architectural, engineering, or professional services required to prepare plans, drawings, specifications, or work write-ups; costs to process and settle project financing; costs of a project audit; costs to provide information services such as affirmative marketing and distributing fair housing information to prospective homeowners and tenants.

Environmental Review: Costs and release of funds directly related to the project.

Relocation Costs: The cost of relocation payments and other relocation assistance to persons displaced by the project are eligible costs.

Monitoring:
Monitoring of program compliance will be performed by the City’s Community Development compliance staff and the Internal Auditor in accordance with the executed sub-recipient agreement, program policies and procedures, and the City of Columbia CDBG-DR Monitoring Plan.

Start and End Date: July 2018 – December 2021

City of Columbia Canal Head Gates Project
Eligible Activity: Public Facilities and Improvements
National Objective: Urgent Need
Activity Allocation: \$15,550

Overview and Delivery

The Columbia Canal Head Gates are a critical component of the Columbia Canal facility, a multi-functional water supply utility. The Canal provides influent water to the City of Columbia Water Treatment Plant (WTP) for treatment and potable water supply to approximately 129,272 citizens as well as hospitals, universities, the State Capitol, Richland County and City municipal buildings, and police and fire stations. It also supplies potable water to the Fort Jackson military base, the McEntire Joint National Guard Base, and the hydro plant located at its southern end.

At its headwaters at the Canal’s northern-most end, man-made Head Gates and a diversion dam function as a water inlet, channeling and controlling water from the Broad River into the Canal impoundment structure. The Head Gates’ primary function is to control water levels within the Columbia Canal. Before the October 2015 storm, and under normal circumstances, the City operated the Head Gates to control water levels to ensure adequate water supply to both the WTP and the hydro plant. During high river flow, the Head Gates could be partially or completely closed to decrease water from the Broad River, allowing only enough to maintain adequate supply, but not so much as to inundate or damage the canal embankments. Under low river flows, the Head Gates would be opened to allow more water into the Canal to maintain critical water levels that sustain WTP and hydro plant operations. The Head Gates, along with ancillary components of the Columbia Canal, sustained severe damage during the October 2015 storm and have been inoperable since that time.

Connection to Disaster and Unmet Needs

The high precipitation and increased storm water drainage into the Columbia Canal during the October 2015 storm, created high velocity flows and a magnitude of debris that prevented the City from completely closing the Head Gates. Eventually, the only way to stop river flow into the Canal was to install bulkheads in front of the Head Gates. Despite the installation of the bulkheads, storm water flow and precipitation into the Canal was so high that the hydro plant was inundated and rendered inoperable and the Canal itself experienced a catastrophic breach below the intake to the Water Treatment Plant, just north of the hydro plant.

When the breach occurred, flows within the Canal suddenly increased and water rapidly drained into the Broad River. This high flow velocity out of the Canal damaged the Canal embankments and brought water in the Canal to critically low levels where water supply to the Water Treatment Plant could not be maintained. The City installed temporary pumps and piping to draw water directly from the Broad River and constructed a temporary cofferdam above the Canal embankment breach to restore water in the Canal to a level sufficient to operate the Water Treatment Plant. The cofferdam remains in place pending repair of the Canal embankment for which the City is in current discussions/negotiations with FEMA.

The temporary measures installed as a result of the October 2015 storm do not provide the City with an effective means to control water levels within the Canal, thus critically impacting the City’s ability to provide a stable source of potable water to its residents and users. During high river flows and with adequate precipitation, the water levels are just adequate to maintain supply through the WTP intake. During low flows and summer season, when precipitation is low, water levels in the Canal fall below critical intake levels, requiring the City to turn off WTP pumps and reducing the City’s water supply. Replacement of two (of 12) Head Gates will accomplish the following:

- Increase by a minimum of 17% the operational control of the City’s water supply;
- Improve the City’s current resiliency against future adverse weather conditions, including drought and severe storms by 17%;
- Stabilize the entire system by installing rock anchors, an improvement that increases stability by 100%;
- New improved head gate technology will increase the life span of the Canal by 20-30 years.

The City proposes to use \$997,000 in CDBG-DR Planning funds for engineering and design of the Head Gates Project. CDBG-DR funds will not be utilized for construction costs. ~~replace two of the 12 Head Gates, which will restore partial operational control of Canal water levels, enabling the City to provide critical water supply to residents during times of low water flow into the Columbia Canal. Specifically, the City proposes the following repairs and improvements to the Head Gate structure on the Columbia Canal:~~

- ~~1. Design for the entire Head Gate structure and repair of Head Gates 1 and 2, replacing existing gear structure with industry standard screw technology to raise and lower gates, structural repairs~~
- ~~2. Installation of submerged debris diversion structure upstream of the Head Gate structure~~
- ~~3. Permanent blocking of the lock gate~~
- ~~4. Upgrade of the sensor system, camera, lighting, with appropriate power supplies~~
- ~~5. Raising of the head works east abutment embankment~~
- ~~6. Rock anchors to stabilize the Head Gate structure~~

Estimated Cost			
Head Gates (12)		-	Head Gates (2)
Repairs	Cost	-	Cost
Masonry	\$368,000	-	\$61,333
Stabilization Rock Anchors	\$659,000	-	\$659,000
Head Gate Replacement	\$2,668,000	-	\$444,666
New Winch System	\$1,218,000	-	\$203,000
Electrical Service	\$154,000	-	\$154,000

East Embankment Repairs	\$30,000	-	\$30,000
Remove Emergency Measures/Debris	\$750,000	-	\$125,000
Regulatory & Permitting	\$104,000	-	\$104,000
Design/Engineering	\$954,335	-	\$954,335
Subtotal	\$6,905,335	-	\$2,735,334
	-	-	-
Mitigation	Cost	-	Cost
Tandem Screw Jacks	\$688,000	-	\$114,666
Trash Racks	\$2,316,000	-	-
Trash Rake- Dragline	\$1,192,000	-	-
Submerged Debris Diverter	\$300,000	-	\$300,000
Debris Holding Area	\$650,000	-	\$650,000
Permanent Block of Lock Gates	\$311,000	-	-
Permitting/Regulatory Approval	\$104,000	-	-
Lighting, Sensors, Cameras	\$200,000	-	\$200,000
Subtotal	\$5,657,000	-	\$1,264,666
Total Cost	\$12,562,335	-	\$4,000,000

The cost estimate provided above originates from the FEMA PW 291 reversion for the repair of all twelve head gates. The columns on the right reflect the costs identified for the urgent repair of two head gates and the components needed to complete and protect the repairs.

Monitoring

Monitoring of program compliance will be performed by the Community Development compliance staff and the Internal Auditor in accordance with program policies and procedures and City of Columbia CDBG-DR Monitoring Plan.

Start and End Date: July 2018 – December 2021

FEMA Hazard Mitigation Grant Program (HMGP) Match

Eligible Activity: Local Cost Share Match, 24 CFR 570 Acquisition & Disposition, 24 CFR 570.203(a)

National Objective: Urgent Need

Activity Allocation: \$1,500,000

On November 9, 2017, the date Action Plan Amendment #1 was submitted to HUD, the City received a notice of award for HMGP applications 269 and 270. In the interest of leveraging all potential funding sources, the City is requested that \$2 million in CDBG funding previously allocated to the Columbia Buyout Program (CBP) be transferred to the FEMA HMGP Match program. The CBP has been closed and existing applicants have been transferred to HMGP Match. The HMGP Match Program will assist approximately 21 property owners still interested in selling homes damaged by the October 2015 flood in meeting the 25% local cost share match requirement.

Upon approval of Action Plan Amendment 1, the Disaster Recovery case manager contacted the 16 eligible CBP applicants (one property owner sold his lot to a developer) to discuss the program change, explain how the City’s decision will maximize disaster recovery funds, describe the next steps in the process, and answer any questions. The CDBG DR case manager will monitor the acquisition process for all participants and maintain all documentation necessary for program files.

The acquisition process is essentially the same for both programs, although appraisals, title searches, and the duplication of benefits analysis have already been completed for former CBP applicants. The City has received approval from HUD to adopt FEMA’s environmental reviews. Boundary surveys will be scheduled and offer letters drafted and reviewed by the City Legal and Real Estate Departments before presenting closing documents for City Council approval and homeowner execution. Deed restrictions will mandate that all properties be demolished and dedicated in perpetuity to a public use compatible with open space, recreation, natural floodplain functions, ecosystem restoration, or wetlands management practices.

Tenants displaced by the storm from rental units receiving CDBG Disaster Recovery assistance as a result of acquisition or clearance under this program, in whole or in part, are eligible for compensation under the Uniform Relocation Act (URA). Procedures and forms shall be in accordance with the HUD Relocation Handbook 1378, as revised.

Connection to Disaster and Unmet Needs

Proper land use management is essential to any long-term recovery strategy. By purchasing properties that underwent substantial damage during the October 2015 flood, the City seeks to establish a safer, more sustainable development pattern that protects properties in the flood plain from future damage and creates opportunities for open space. Open spaces adjacent to waterways have numerous benefits for long-term flood recovery and resilience, including flood storage, reduced storm water runoff velocity, removal of pollutants, and protection of streambanks.

Under HMGP, the purchase price of these properties will be based upon the pre-disaster Fair Market Value (FMV) established by an independent appraisal less the Duplication of Benefits amount. Program funds will be used for tenant relocation assistance and property disposition costs including appraisals, surveys, asbestos testing and abatement, demolition and seeding. The City is considering options for future land use.

Eligible Applicants

Eligibility requirements for participants in this program are:

- Damaged residences within Columbia City limits in a designated floodway or floodplain.

- Applicants must have owned the damaged property as of and prior to the October 5, 2015 storm. Rental investment properties are eligible; but *second homes*, as defined in IRS Publication 936, are not eligible to participate.
- Applicants must have applied for FEMA HMGP under applications 269 or 270.
- Damaged residence must be a single-unit structure, duplex, townhome, or condominium.

Applicants without flood insurance who have received prior federal assistance requiring the maintenance of flood insurance in perpetuity are not eligible.

The FEMA HGMP team will be responsible for administering the program; the CDBG Disaster Recovery Match Program will assist approximately 21 property owners in meeting the 25% local cost share match requirement. All residential properties acquired will be demolished and dedicated in perpetuity to a public use compatible with open space, recreation, natural floodplain functions, ecosystem restoration, or wetlands management practices. The City has executed a Memorandum of Understanding between the Community Development Department and the Flood Recovery Group that addresses roles and responsibilities, cost share strategy, drawdown process, DOB monitoring, recordkeeping, staffing and expenditure deadlines.

National Objective Documentation and Records

All Local Cost Share Match Programs using CDBG DR funds must demonstrate that activities meet a national objective as required by HUD. The City of Columbia HMGP Match Program will meet the national objective of Urgent Need. Under the Federal Register Notice dated June 9, 2016, the CDBG certification requirements for documentation of urgent need located at 24 CFR 570.208(c) and 24 CFR 570.483(d) have been waived until 24 months after HUD first obligates funds to the grantee. Recognizing the urgency in addressing serious threats to community welfare following a major disaster, the Department has initiated the following streamlined alternatives.

Grantees need not issue formal certification statements to qualify an activity as meeting the urgent need national objective. Instead, each grantee receiving a direct award under this notice must document how all programs and/or activities funded under the urgent need national objective respond to a disaster-related impact identified by the grantee in their action plan needs assessment and describe the type, scale, and location of the disaster-related impacts that each program and/or activity is addressing.

Application:

HMGP staff will follow the application process established under the CDBG Disaster Recovery program. When a homeowner responds to program outreach and expresses an interest in this program, they complete a brief Pre-Application (Phase 1), which is reviewed for basic program eligibility. Homeowners are contacted by Disaster Recovery/HMGP staff and asked to schedule an appointment to complete an application, submit required program documents, sign release forms to have information verified by outside sources, sign a certification that all information in the application is true, and verify receipt of the following: *Asbestos in your Home, Protect your Family from Lead in your Home, Voluntary Acquisition Notice, Disaster Recovery Grievances and Complaints, When a Public Agency Acquires Your Property*. In addition, applicants will sign a FEMA Statement of Voluntary Participation. After verification of all required documentation, the applicant will be notified electronically, or in writing if necessary, that they are eligible to participate in the Buyout/HMGP program.

Duplication of Benefits Review

Properties will be purchased based upon the pre-disaster Fair Market Value (FMV) as established by an independent appraisal less the amount of Duplication of Benefits (DOB), which occur when a beneficiary receives financial assistance from multiple sources for the same recovery activity. These funding sources include:

- ❖ FEMA,
- ❖ Small Business Administration,
- ❖ National Flood Insurance Program,
- ❖ Other federal, state or local funding
- ❖ Nonprofit, private sector and charitable funding.

A Quality Assurance/Quality Control (QA/QC) review will be conducted to ensure all applications are complete and DOB calculations are correct before executing closing documents. When the grant award is made, the subrogation agreement will include a requirement that any additional assistance received for the same purpose as CDBG Disaster Recovery funds must be returned to the City of Columbia. The term of the subrogation agreement begins upon the date signed by the owner and ends one year from the date of final disposition of the property, unless terminated sooner by the City.

Program Policies and Procedures address the following:

- Environmental Review
- Appraisals and Appeals Process
- Legal review and contract closing
- Restrictive Covenants and Subrogation Agreement
- Relocation Assistance (URA)
- Asbestos remediation and disposition
- Monitoring and compliance
- Grant closeout process

Use of Funds

The City of Columbia proposes to use CDBG DR funds to meet the Local Cost Share Match of its FEMA Hazard Mitigation Grant Program. Owners will be paid the pre-disaster Fair Market Value of the damaged residence as determined by a primary-appraiser. The final award will be calculated after a duplication of benefit analysis. Program funds may also be used to address tenant relocation assistance and property disposition costs including appraisals, surveys, asbestos testing and abatement, demolition and seeding.

Monitoring

Monitoring of program compliance will be performed by the City’s Community Development compliance staff and the Internal Auditor in accordance with program policies and procedures, the Disaster Recovery QA/QC Plan, and the CDBG-DR Monitoring Plan

Start and End Date: April 2018 – December 2021

Planning and Coordination

6.1.1 Sound, Sustainable, Long Term Recovery Planning

The Comprehensive Plan for Columbia, South Carolina: 2015 – 2019 promotes sustainable, environmentally friendly development and establishes standards and regulations to guide future land use and improve floodplain management techniques. Citizens, neighborhood and focus group participants, and city staff developed policies and objectives to guide future land use in the City of Columbia. Specifically, the Plan seeks to:

- Promote Low Impact Development (LID) practices such as swales and rain gardens and institute improved storm water engineering practices;
- Protect natural water drainage by planting buffer areas around water courses, helping protect residential property from potential flood damage
- Promote the use of pervious parking surfaces, as well as infill development and land conservation (high density development with more open space) to reduce the costs for storm water management and retention and allow excess water to percolate through the ground during times of hard rain or flooding
- Assess and update the current 100 Year flood boundaries to prevent further development into flood-prone areas and better ensure the safety of all residents, preventing loss of property and life in the event of future disasters;
- Develop special zoning and/or overlays to encourage LID/cluster zones to protect and preserve sensitive environmental areas;
- Decentralize community services and facilities to ensure more neighborhoods have access to essential goods and services during emergencies.

By achieving the goals and objectives identified in the Comprehensive Plan, initiating stronger, more energy efficient building codes, and requiring both residential and non-residential structures be built at least two feet above the new Advisory Base Flood Elevation (ABFE), the City of Columbia guarantees a more successful long term disaster recovery, thus ensuring a strong, healthy environment and the safety and welfare of Columbia’s citizens. These sustainable and resilient building standards are more specifically outlined in the *Construction Standards*, *Elevation/Disaster Resistant Construction*, and *Mitigation and Resiliency* sections of the Action Plan.

6.1.2 Local and Regional Coordination

The City of Columbia has created a multi-departmental work group that is providing oversight of the City’s flood recovery process. The Community Development Department, which is responsible for managing and monitoring all CDBG-DR programs, meets monthly with the work group to ensure effective coordination between departments and divisions, between the city and sub-recipients responsible for program implementation, and with other local and regional planning efforts to ensure program consistency.

The City of Columbia continues to coordinate its flood recovery efforts with the South Carolina Disaster Recovery Office, Richland and Lexington Counties, and the Midlands Flood Recovery Group to share lessons learned and best practices and ensure uniformity and compatibility of recovery data, duplication of benefit calculations, the environmental review process, and program design and implementation strategies. These coordinated efforts help effectively manage the expectations of program applicants and minimize confusion about disaster recovery services and benefits. The following key groups bring a wealth of knowledge and resources to the disaster recovery planning and implementation process and continue to be essential partners in building long-term community resilience against future storms. These include the following, among others:

- Richland-Lexington Long Term Recovery Group
- Richland County Disaster Recovery Group
- Midlands Flood Recovery Advisory Group
- Columbia Housing Authority
- Midlands Area Consortium for the Homeless
- Midlands Housing Trust Fund
- University of South Carolina
- United Way of Midlands
- Salvation Army
- St. Bernard Project (SBP)
- American Red Cross

6.2 Leveraging Funds

6.2.1 Overview

To maximize the impact of the City’s CDBG-DR funding, and as part of a continuous effort to prevent duplication of benefits, there will be an ongoing commitment to identify and leverage other federal and non-federal funding sources. Further, the City will build upon existing relationships and strive to create new partnerships with other federal and state agencies, corporations, foundations, nonprofits, and other stakeholders as a means of maximizing all viable funding sources.

CDBG-DR funds will be used to address critical unmet needs that remain following the infusion of funding from other federal sources, including FEMA, NFIP, and the SBA. It should be noted that FEMA HMGP is a highly competitive, statewide program with limited funding (\$36.6 million), and very long lead times (two years after the disaster), often resulting in extremely urgent needs. Existing City resources and other funds from the disaster appropriation will be examined to ensure all available funding is used where it is most needed.

On November 9, 2017, the date this substantial amendment was submitted to HUD, the City received a notice of award for the two HMGP applications. In the interest of leveraging all potential funding sources, the City is requesting that \$2 million in CDBG funding currently allocated to the Buyout Program be transferred to the newly proposed FEMA HMGP Match program. Property owners will be notified of the change in program; however, the acquisition process is essentially the same for both programs.

The City of Columbia will utilize some of its existing CDBG staff, contract services, entitlement program infrastructure and funding to effectively manage CDBG-DR programs as outlined below.

6.2.2 Housing

To achieve the greatest impact possible, the city will rely on best practices and lessons learned from prior disasters to develop creative approaches to utilizing the available funding and leverage additional funds for restoration of the City’s housing stock. To that end, the City is working with its partners to identify disaster and non-disaster federal, state, private and nonprofit funding sources that are available to assist residents in their recovery efforts. This inclusive strategy will examine the types of funding sources available and how those sources can be combined to create a holistic solution to the issues facing residents and communities.

6.2.3 Economic Development

Small businesses in Columbia impacted by the October 2015 flood have relied on insurance, SBA loans, and private resources to address necessary storm repairs. Twenty-three businesses responded to a solicitation of interest by the Office of Business Opportunities in June. Of those, none were capable of meeting the job creation or retention criteria. In response, the City is proposing the use of the LMI Area national objective to assist approximately ten firms located within a LMI census track where 20% of residents are at or below poverty level and the business serves residents in a commercial corridor severely affected by the 2015 storm and resulting flood.

6.2.4 Infrastructure

The City intends to address most of its unmet infrastructure needs by utilizing the FEMA Public Assistance and Hazard Mitigation Grant Programs, but FEMA has denied funding for the repair of the Head Gates of the Columbia Canal, a critical facility that supplies the City’s potable water. The City is proposing the use CDBG DR funds to complete this urgently needed project affecting the public’s daily health and safety. No other funding sources are available for this work. In addition, the City will rely upon the South Carolina general fund allocation to provide up to 25% in match for local governments toward FEMA disaster recovery projects.

6.3 Protection of People and Property; Construction Methods

6.3.1 Construction Standards

The City of Columbia has adopted construction methods emphasizing high quality, durability, energy efficiency, sustainability, and mold resistance and continues to address hazard risks from possible sea level rise, high winds, storm surge and flooding. All newly constructed buildings must meet City building codes, the 2015 International Residential Code with SC modifications as adopted by the City of Columbia, HUD Housing Quality Standards, and City of Columbia floodplain ordinances. Future property damage will be minimized by requiring that any rebuilding be constructed according to the best available science with respect to base flood elevations.

All new construction of residential buildings or replacement and/or reconstruction of substantially damaged buildings will incorporate Green Building Standards, and rehabilitation of non-substantially damaged residential buildings will follow guidelines in the HUD CPD Green Building Retrofit Checklist when applicable. Any construction subject to the Green Building Standards will meet an industry-recognized standard and achieve certification under at least one of the following programs:

- ENERGYSTAR;
- Enterprise Green Communities;
- LEED;
- ICC-700 National Building Standard; and
- Any other equivalent comprehensive green building program approved by the City of Columbia.

Homes will be eligible for reconstruction in cases where the property has been completely destroyed, demolished, or where the estimated cost to repair the structure to municipal and program standards would be more expensive than reconstruction. Substantially damaged structures will be deemed to be in need of major rehabilitation. A substantially damaged structure is one where the cost of restoring the structure to its *pre-storm condition equals or exceeds 50% of the pre-flood market value of the structure as determined by tax assessed value plus a multiplier provided by real estate professionals*. A building’s classification of substantial damage relates to its damage as of the day of the storm. Any eligible structure determined to be substantially damaged must be rehabilitated in compliance with current building codes, elevated above base flood, and incorporate resilience measures.

The City, through its contract with Landmark Consulting, has hired three housing inspectors and a Construction Manager whose responsibilities include ensuring that Green Building Standards are met using the Retrofit Checklist listed above. The Construction Manager will inform inspectors and contractors concerning Green Building requirements, which will be memorialized in contracts and grant agreements, and will monitor construction progress to ensure compliance with these standards.

6.3.2 Quality of Construction, Bonding, and Warranties

To ensure quality construction, the City will require all contractors to meet standardized bonding and insurance requirements for CDBG-DR programs and ensure that contractors are appropriately licensed and have not been debarred from performing work on federally funded contracts. All contractors pre-qualified for work on the City’s Community Development programs must provide a one-year warranty for any work completed on disaster recovery programs.

Supplemental to the City’s CDBG-DR grievance procedures, owners of property assisted with CDBG-DR funds will also be provided with opportunities to appeal the quality of work on their properties. In order for a contractor to receive a final payment, property owners must sign a *Completion of Work* form stating that all work has been performed to their satisfaction and in accordance with the construction contract. The City also will survey property owners during the warranty period by issuing a notice to the owner six (6) months from the date of final inspection and one month prior to the expiration of the warranty. This will allow sufficient time for property owners to notify the City and contractor of any construction deficiencies.

6.3.3 Dam and Levee Work

The City is proposing an allocation of \$4 million in CDBG-DR funding to replace two of the 12 Head Gates on the Columbia Canal, which will restore partial operational control of Canal water levels and enable the City to provide critical water supply to residents during times of low water flow. An estimated \$170 million in project needs have been identified and submitted to the FEMA Public Assistance program for repairs to the Columbia Canal and Head Gates. It now appears unlikely that the entire scope as envisioned will be obligated for funding. FEMA has indicated they would obligate only \$11.7 million for the project. The City intends to reversion its original Project Worksheets to combine some work associated with the Canal with engineering and inspection services, and repairs to the hydroelectric plant. If approved for CDBG-DR funding under this Action Plan Amendment the City will meet the following requirements:

- Registration with the USACE Levee Base or Dam Inventory
- Document that the structure is admitted under the USACE P.L. 84-99.
- Document that the structure is accredited under the FEMA National Flood Insurance Program.
- Upload project information regarding the location and area served into the DRGR system.
- Establish and maintain documentation related to the project's risk assessment and risk reduction measures.

6.3.4 Elevation Standards

The City of Columbia participates in the National Flood Insurance Program (NFIP) and is monitored by the South Carolina Department of Natural Resources (SCDNR) for compliance with FEMA regulations on behalf of the Federal Emergency Management Agency. On June 16, 2015, the Columbia City Council passed a floodplain ordinance requiring citizens who build new structures, make significant improvements to existing structures, or who have experienced significant damages greater than 50% of the value of the original structure) to residential and non-residential structures to rebuild with the bottom of the lowest finished floor at least two feet above the Base Flood Elevation (BFE).

The following provisions, among others, are required by the City of Columbia for new construction and substantial improvements in all Special Flood Hazard Areas (SFHA):

- New construction and substantial improvements shall be anchored to prevent flotation, collapse or lateral movement; constructed with materials and utility equipment resistant to flood damage; and constructed by methods and practices that minimize flood damage.
- Electrical, heating, ventilation, plumbing, air conditioning equipment and other service facilities shall be designed and/or located to prevent water from entering or accumulating within the components during flooding.
- New and replacement water supply and sanitary sewage systems shall be designed to minimize or eliminate infiltration of floodwaters into the systems or discharges from the systems into floodwaters.
- On-site waste disposal systems shall be located and constructed to avoid impairment to them or contamination from them during flooding.
- In SFHA where base flood elevation data has been provided, new construction and substantial improvement of any residential (including manufactured homes), commercial, or industrial structures shall have the lowest floor elevated no lower than two feet above the base flood elevation (BFE). No basements are permitted in these areas.
- Floodways located in SHFA are extremely hazardous due to floodwater velocity, which carries dangerous debris and can cause erosion. Encroachments are prohibited including fill, new construction, substantial improvements, and other development unless a professional engineer certifies that encroachment will not result in increased flood levels during the base flood discharge.

Provisions for new construction and substantial improvements of residential structures within shallow flooding areas (AO zones), with base flood depths of one to three feet, require that the lowest floor, including basement, be elevated above the highest adjacent grade to the depth specified on the flood insurance rate map (FIRM). If no depth is specified, the lowest floor shall be elevated at least three feet above the highest adjacent grade. All utility and sanitary facilities must be completely flood-proofed. All structures on slopes must have drainage paths around them to guide water away from the structures.

These comprehensive building standards incorporate flood mitigation measures and promote long-term community resiliency that will improve the lives of residents, support community revitalization, and protect the environment. In order to minimize damage from future hazards, the City of Columbia is also implementing Green Building standards when feasible for rehabilitation projects and for all new construction/reconstruction projects.

According to the City of Columbia Floodplain Manager, the cost of complying with these regulations varies widely based on the location, size, and age of the structure, type of foundation (slab on grade, crawl space, etc.), and the number of utility hookups required. The City Planning Department, which received 213 applications for permits in the Special Flood Hazard Areas, estimates that overall elevation costs range from \$30,000 to \$100,000 or more. In high damage areas around Lake Katherine and Gills Creek, the average costs ranged from \$50,000 to \$70,000, which is similar to building permit data in Richland County.

6.3.5 Mitigation and Resiliency

Like other southeastern states, South Carolina's climate is warming less than most of the nation, one half to one degree Fahrenheit in the last century. In South Carolina, the land surface is sinking so the rate of sea level rise relative to the land is greater than the global average rise. Tropical storms and hurricanes have become more intense during the past 20 years, flooding coastal homes and infrastructure more frequently. Climate change is also likely to increase inland flooding. Since 1968, the amount of precipitation during heavy rainstorms has increased by 27 percent in the Southeast and the trend toward increasingly heavy rainstorms is likely to continue.

In 2006 the City of Columbia established the Climate Protection Action Committee (CPAC), a volunteer group that identifies measures that can be taken to reduce greenhouse gases. CPAC was formed to affect climate change, but also serves as the City's environmental clearing house, focusing on air quality, energy conservation, water conservation and recycling/waste reduction. CPAC consists of City Council appointees and advisory members from organizations interested in sustainability. CPAC now is evaluating the City's sustainability initiatives with the STAR Community Rating System and expects to complete the STAR evaluation in late 2017.

The cost of incorporating mitigation and resiliency measures into local building codes can be difficult to determine; however, the cost of not incorporating mitigation and resiliency measures into local building codes is extraordinary as evidenced by the 2015 Flood. The following data on the performance and costs of green building measures come from *Incremental Cost, Measurable Savings: Enterprise Green Communities Criteria*, designed specifically for affordable housing.

The average cost per dwelling unit to incorporate the energy and water criteria is \$1917, returning \$4851 in predicted lifetime utility cost savings. The projected lifetime utility cost savings averaging \$4,851 per dwelling unit were sufficient to repay the average \$4,524 per unit costs of implementing the standards in all eight areas including:

- Integrated design – an average cost of \$94 per dwelling or a weighted average cost per square foot of \$.09;
- Location and neighborhood fabric – careful site selection can cost up to \$109 per unit or \$.11 per square foot;
- Site improvements to prevent erosion and limit sedimentation of nearby water bodies - implementing EPA best management practices during construction average cost per square foot was \$.52 or \$227 per unit; installing erosion and sedimentation controls cost \$.06 square foot or \$11 per unit; surface water management cost 30 cents per square foot or \$764/dwelling; these are standard policies and procedures for housing programs using federal funds;
- Water conservation fixtures and appliances cost approximately \$128 per unit, but estimated lifetime water savings was \$935 per unit;
- Energy efficiency - estimated incremental cost per unit of meeting Energy Star or Home Energy Rating System (HERS) standards was \$1784 per unit with an estimated lifetime energy savings of \$3,916 per unit with payback of nine years;
- Environmentally beneficial building materials – the cost per square foot of installing water permeable walkways is 17 cents; to pave parking areas with water permeable material cost 61 cents per square foot;
- Healthy living environments minimize resident’s exposure to toxic materials by using safe, biodegradable materials. Costs vary from one cent per square foot for using water and mold resistance materials in wet areas to 58 cents per square foot using flooring materials that minimize dust and mold growth;
- Operations and maintenance – providing operating manuals and orientation guides to educate tenants about proper use and maintenance cost about a penny per square foot or from \$6-15 per dwelling unit.

The incremental cost of incorporating EGCC was lowest among moderate rehab projects with predicted lifetime savings two times the costs of complying, the highest return on investment.

6.3.6 Broadband Infrastructure

To extend affordable internet access to children and families living in federally assisted housing, HUD requires the installation of broadband infrastructure into most HUD-financed multifamily housing developments during their construction or substantial rehabilitation. Recognizing that it is generally easier and cheaper to install the necessary technology for high-speed internet at the time of construction, HUD also requires that grantees include these technologies in their program specifications for the substantial improvement of multifamily developments with four or more rental units.

A multifamily affordable housing fund, approved under Action Plan Amendment #1, will meet some of the critical needs for new affordable rental units in Columbia. Installation of broadband infrastructure is included in the rehabilitation and new construction guidelines for all CDBG-DR assisted rental properties with four or more units.

6.3.7 Disaster-Resistant Housing

The need for sustainable, disaster resistant housing has escalated as the number and ferocity of tropical storms and hurricanes increases. In 2016, the US experienced the highest amount of tropical cyclone activity in the Atlantic Basin since 2010 with 15 named storms – the first forming in January - seven hurricanes and four major hurricanes (Category 3 and above) from June 1 – November 30. Damage is estimated at \$16.1 billion. With eight hurricanes in the Atlantic Basin from August 9 – September 29, a first in 124 years, 2017 is already among the top ten most active in history and the first to experience three Category 4 hurricanes (Harvey, Irma and Maria) in a single year. This year is expected to tally as one of the costliest ever registered for natural disasters with a preliminary total of more than \$186.8 billion.

Under these conditions, building safer, stronger, more resilient housing is paramount to the City of Columbia’s long term viability and growth. In an article published on Huduser.gov, Lawrence Vale, MIT, suggests that cities cannot demonstrate the capacity for resilience unless it is rooted in the provision of affordable housing to the least advantaged residents. Disasters compound pre-existing inequality because low income groups typically have no safety net. Based upon the reallocation strategy proposed in this Action Plan Amendment, 64% of CDBG-DR funding will be provided to construct, rehabilitate, and reconstruct more resilient housing. The following three main programs prioritize the recovery needs of the City’s most vulnerable populations:

Multifamily Affordable Housing Fund

The Multifamily Affordable Housing Fund will provide energy efficient, environmentally sensitive, attractive housing that creates access to educational and employment opportunities, connects residents to social systems and resources, and promotes the health and wellbeing of all its residents, particularly the least advantaged. The City will use CDBG Disaster Recovery funds to finance the acquisition and demolition of vacant land, new construction of rental housing or homebuyer properties, and/or reconstruction of damaged units on the same lot in one of its eight neighborhood revitalization areas, thus extending its long-term vision for a healthy, vital community. Eligible project costs include construction, demolition, site improvements, engineering and other professional services, environmental review and relocation services. Any tenants displaced by the October 2015 Flood will receive first priority for these rental units.

Columbia Homeowner Assistance Program (CHAP)

Many homeowners in Columbia did not wait for federal assistance to make storm damage repairs. In particular, homeowners with major and severe damage appear to have found the means to rehabilitate on their own or found other assistance, some through volunteer organizations. Collectively, United Way and the flood recovery partners have repaired more than 200 homes in the Midlands, work made possible by generous donors and volunteers and the support of the Columbia community. Currently, there

are 50 eligible homeowners in CHAP. Based on current damage assessments, we expect to serve all 50 homeowners in this program.

Small Rental Repair Program (SRRP)

Based on preliminary damage assessments the City decreased the funding cap from \$150,000 to \$100,000 per property and reduced the number of years for maintaining affordable rates from three years to two years to attract more landlords to participate in the Small Rental Repair Program. Repairs will include work to address compliance with City building codes and Housing Standards, environmental remediation, energy efficiency, and Green Building improvements when feasible, making the units more resistant to future storms. We anticipate most repairs will cost between \$25,000 and \$50,000 per unit not including the cost of environmental remediation, allowing us serve approximately 81 properties. Documentation of storm damage is required. Tenants displaced by the storm will be accommodated first in restored units.

Minor Repair Program (MRP)

The Minor Repair Program provides funding up to \$25,000 to repair rain/flood damages as well as work related to environmental remediation, energy efficiency, Green Building improvements, and repairs necessary to provide decent, safe and sanitary conditions and meet Disaster Recovery Housing Standards, thus ensuring these housing units are more resilient to future natural hazards. As our housing inspectors begin to assess damages across all programs, we are finding that many applicants to MRP actually have more severe damage than expected, usually as a result of the amount of time the properties have gone untouched. Applicants who have more than \$25,000 in damage and meet the income eligibility requirements of CHAP, will be moved into that program. The City is proposing an increase in funding of \$2,554,070 to serve more low and moderate income households, giving the elderly, disabled, and female headed households with children first priority.

In addition to these programs, the City will ensure that the needs of the following populations are met through continued collaboration and prioritizing the unmet needs of vulnerable populations.

6.3.7.1 Transitional Housing, Permanent Supportive Housing, and Housing for the Homeless

The City currently participates in the Greater Columbia Community Relations Council to identify and address fair housing issues and meets quarterly with the Columbia Housing Authority and the United Way of the Midlands to address community housing issues and disaster recovery initiatives, and review ordinances and regulations that may pose a barrier to affordable housing for at-risk populations. The city will continue this collaborative effort and will address any recovery needs identified.

6.3.7.2 Prevention of Low-Income Individuals and Families with Children from Becoming Homeless

The City’s current recovery strategy maximizes assistance to low-to-moderate income households. At this time, it is anticipated that all LMI households will be provided the opportunity for assistance in the most impacted areas. In addition, female headed households with children will be prioritized for assistance in all housing programs.

6.3.7.3 Special Needs of Persons Who Require Supportive Housing

The Community Development Department uses HOME Investment Partnership (HOME) and Housing Opportunities for Persons With Aids (HOPWA) funds to further assist our vulnerable population. Our stakeholders consist of Community Housing Development Organizations (CHDO) and sub-recipients that provide housing vouchers, short term rental assistance, mortgage and utility assistance. HOME dollars also provide creative financing alternatives for low-to-moderate income families interested in homeownership. Programs also are funded using CDBG Entitlement allocations to support small businesses and create economic and job opportunities for special needs and vulnerable populations.

6.3.7.4 Planning Decisions That May Affect Racial, Ethnic, and Low Income Concentrations

During the development of the Action Plan, the city assessed the impact of the flood event on ethnic, racial, elderly, and low income populations. This assessment was conducted by reviewing 2010 Census Tract information for the areas with highest concentrations of *Major* and *Severe* damages in Lake Katherine, Central and Lower Gills Creek, Wildcat Creek and Penn Branch. Tables 27, 28, and 29 below show the breakdown of these populations in relation to the Census Tracts most impacted by the flood.

Table 27: 2010 Census Tract Data for the Most Impacted Areas

Location	Census Tract	Total Pop	Non-Hispanic		Hispanic	
			Pop	%	Pop	%
Lake Katherine	Census Tract Number 24	3,905	3,689	94%	216	6%
Central & Lower Gills Creek	Census Tract Number 26.04	1,697	1,518	89%	179	11%
Wildcat Creek	Census Tract Number 115.01	10,945	9,257	85%	1,688	15%
Penn Branch	Census Tract Number 12	1,820	1,800	99%	20	1%
Total		18,367	16,264	89%	2,103	11%

Source: 2010 Census

Table 28: 2010 Census Tract Data for the Most Impacted Areas (Continued)

Location	Total Pop	White Pop	African American Pop	Asian Pop	AIAN Pop	NHPI Pop	Other Pop	2 or More Pop
Lake Katherine	3,905	3,500 (90%)	207 (5%)	40 (1%)	3 (0%)	3 (0%)	112 (3%)	40 (1%)
Central & Lower Gills Creek	1,697	534 (31%)	979 (58%)	27 (2%)	4 (0%)	0 (0%)	96 (6%)	57 (3%)
Wildcat Creek	10,945	6,890 (63%)	2,448 (22%)	437 (4%)	120 (1%)	84 (1%)	424 (4%)	542 (5%)
Penn Branch	1,820	1,643 (90%)	140 (8%)	8 (0%)	6 (0%)	0 (0%)	5 (0%)	18 (1%)
Total	18,367	12,567 (68%)	3,774 (21%)	512 (3%)	133 (1%)	87 (0%)	637 (3%)	657 (4%)

Source: 2010 Census

Table 29: 2010 Census Tract Data for the Most Impacted Areas (Continued)

Location	Census Tract	Total Pop	Elderly (65+)	
			Population	%
Lake Katherine	Census Tract Number 24	3,905	694	18%
Central & Lower Gills Creek	Census Tract Number 26.04	1,697	92	5%
Wildcat Creek	Census Tract Number 115.01	10,945	0	0%
Penn Branch	Census Tract Number 12	1,820	222	12%
Total		18,367	1,008	5%

Source: 2010 Census

Overall, 2010 Census Tract information for impacted areas demonstrates that the population residing in housing most damaged by the flood were Non-Hispanic (89%), White (68%), and under the age of 65 (96%). However, the only exception is the disproportionate impact to the African American households in Central and Lower Gills Creek areas. In these areas, 2010 Census Data shows that 58% of the population is African American which is significantly higher than all other concentrated areas of FEMA *Major* and *Severe* damage. Self-reported income data for Central and Lower Gills Creek also shows that there are a higher number of low income rental households that could be potentially be displaced by buyout or rehabilitation activities.

As can be seen by the city’s allocation strategy, planning for the recovery needs of the most vulnerable households in all areas damaged by the flood has been a priority for the City of Columbia. For this reason, program documents have been and will continue to be translated into Spanish for Hispanic and other households that do not speak English as their primary language. In addition, the city has allocated 70% of all funding for the restoration of low-to-moderate income households in order to minimize displacement and prevent homelessness.

6.3.8 Minimize or Address Displacement (Uniform Relocation and Real Property Acquisition Act or URA)

The City of Columbia will minimize displacement of persons or entities as a result of the implementation of CDBG-DR projects by ensuring that all CDBG-DR programs are administered in accordance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act (URA) of 1970, as amended (49 CFR Part 24) and the implementing regulations at 24 CFR Part 570.496(a). All tenants permanently displaced by CDBG-DR project activities will be provided relocation benefits in accordance with URA requirements. The Maximum Replacement Housing Payment for displaced 90-day residential tenants has increased from \$5,250 to \$7,200 [42 U.S.C. 4624(a)].

The City’s CDBG Disaster Recovery housing programs may result in temporary household displacement. To comply with the URA, the City has developed policies and procedures covering all probable types of relocation assistance that may be necessary in accomplishing disaster related housing rehabilitation activities. Consistent with the goals and objectives of the URA, the City will take the following steps to minimize the direct and indirect displacement of persons from their homes:

- Evaluate housing codes and rehabilitation standards and code enforcement in reinvestment areas to prevent undue financial burden on established owners and tenants.
- Stage rehabilitation of apartment units to allow tenants to remain in the building/complex during and after the rehabilitation, working with empty units first.
- Assist persons who must be relocated temporarily during rehabilitation in finding suitable living arrangements.
- Establish counseling centers to provide homeowners and tenants with information on services available to help them.
- Where feasible, give priority to rehabilitation of housing, as opposed to demolition, to avoid displacement.
- If feasible, demolish or convert only dwelling units that are not occupied or structures that have not been used for residential purposes.
- Target only those properties deemed essential to the success of the project.

CDBG Disaster Recovery case managers will assess the household needs of those being temporarily or permanently (12 months or more) displaced and provide housing advisory assistance and referrals to community resources. Case managers will first identify and inspect available rental units to ensure they meet decent, safe and sanitary conditions.

. If the displaced household identifies their own temporary unit, the case manager will inspect the unit to ensure that it meets housing guidelines, is reasonably priced, and accommodates the needs of the household.

URA assistance must be determined to be reasonable and necessary according to established policies. Payments will be made to the member of the displaced household responsible for paying the appropriate authority in a timely and efficient manner.

Eligible expenses include moving expenses, meals, storage, and the difference between the rent at the temporary unit and permanent unit. Displaced households will be encouraged to temporarily relocate with friends or family. One half of Fair Market Rent (FMR) will be offered to friends and family who agree to temporarily house displaced households to offset costs associated with increased usage of electricity, water, etc.

6.3.9 Program Income

As an entity that receives CDBG Entitlement funding, the City of Columbia understands that when implementing certain activities with CDBG-DR funds, there is potential for generating program income. All program income generated by CDBG-DR funds will be accounted for and expended in accordance with HUD regulations and current program income procedures. Program Income will continue to be spent on projects that further recovery in areas impacted by the October 2015 flood event. These funds will continue to be considered Disaster Recovery funds and will be subject to all CDBG-DR regulations and eligible activities. Any program income generated will be governed by the program income guidance provided in the regulations at 24 CFR 570.489(e) and 24 CFR 85.25 and all applicable waivers.

6.3.10 Monitoring Standards and Procedures

In accordance with Federal Register Vol. 81, No. 117 (Notice), the City of Columbia must have adequate procedures to effectively monitor and manage funds that are disbursed to sub-recipients and/or individual applicants. In addition, the Notice requires that the City has policies in place to address fraud, waste, and abuse. As described in the City’s *CDBG-DR Risk Assessment*, the following procedures have been developed.

The City is developing a comprehensive Quality Assurance/Quality Control Plan (QA/QC) governing all CDBG-Disaster Recovery single family housing programs to ensure compliance with federal regulations, complete and accurate project files, and accuracy of program calculations and benefits. (Infrastructure, economic development, and multi-family housing will be monitored using program policies and procedures and the CDBG DR Monitoring Plan.) The Internal Auditor also is developing a program level monitoring strategy to ensure program compliance, which will identify issues relating to compliance with HUD regulations, implementation of best practices for disaster recovery, ensuring quality design and construction, and maintaining integrity and public confidence in the program and include the following areas of review:

- Applicant Intake Documentation & Prioritization for Assistance
- Eligibility and National Objective Determination
- Duplication of Benefit (DOB) analysis
- Calculation of Applicant Grant Awards
- Environmental Clearance (Tier II and Section 106 review)
- Project scoping in relation to Minimum Program Standards (MPS) for construction and environmental remediation activities (LBP and asbestos)
- Construction (field monitoring and cost reasonableness)
- Uniform Relocation Act (URA) compliance
- Close out

6.3.10.1 Sub-recipient Monitoring Plan

The City of Columbia Community Development Department will use its existing risk based monitoring strategy to monitor the program activities and performance of sub-recipients. This monitoring strategy includes a process to conduct a risk analysis in order to determine the level of monitoring that will be conducted. High risk sub-recipients, project sponsors, and CHDOs are monitored onsite in the same fiscal year in which the risk analysis is conducted. In addition to onsite visits, the City undertakes annual remote or desktop monitoring for all sub-recipients, project sponsors and CHDOs. Remote or desktop monitoring is conducted by evaluating various in-house materials such as: applications for funding, written agreements, reimbursement requests, progress reports, drawdown reports, previous monitoring determinations and audits. This monitoring process allows the City to better track program progress and provide technical assistance as needed.

The following positions are responsible for monitoring the various program areas:

Table 30: Monitoring Staff

Staff Position	Program Areas
Internal Auditor	Citywide programs including Disaster Recovery
Community Development Administrator	CDBG, HOME, HOPWA
Compliance Specialist	CDBG Disaster Recovery QA/QC
CD Compliance Specialist	CDBG, HOPWA, Labor Standards, Sec. 3/MBE/WBE URA
CD Compliance Specialist	CDBG, HOME, Fair Housing, Lead-Based Paint, ERR
Sr. Loan Officer/HOME Coordinator	HOME/CHDO
CD Coordinator	Financials
CD Facilities Manager	Construction Management

Due to the receipt of CDBG-DR funds, the City anticipates that this staff will be expanded to monitor additional sub-recipients and individual applicants. This staffing adjustment has been included in the *City of Columbia CDBG-DR Pre-Award Implementation Plan*.

In addition to the City of Columbia Monitoring Strategy, the City also issues sub-recipients a Grant Administration Manual that provides sub-recipients with in-depth review of the City’s monitoring process and the documentation required for a monitoring visit. Supplemental to onsite or desktop reviews, the City also requires sub-recipients to submit a monthly report detailing the implementation and administration of the activity or program. The monthly programmatic report includes the following:

- Progress in meeting stated goals and objectives;
- Changes in staff or Board of Directors;
- Problems encountered and steps taken to resolve them;
- Other general information as appropriate;
- A *Monthly Subrecipient Client Summary*, which captures the income, ethnicity, and household status of clients receiving CDBG-funded assistance within the reporting period.

Monthly programmatic reports are due in the City Community Development office by the fifteenth (15th) working day of the month following the month when services were provided. In addition to the programmatic reports, sub-recipients are also required to submit a monthly report concerning the financial and accounting status of the activity or program which includes the following:

- Summary of all disbursements of CDBG funds.
- Summary of all requests for reimbursement of CDBG funds.
- Report on percentage of CDBG funds expended and remaining by cost category.
- This report is also due in the City Community Development office by the fifteenth (15th) working day of the month following the month when services were provided.

Based on monitoring results, reporting, and other criteria, Community Development staff may meet with sub-recipients whose performance does not appear to be sufficient to meet the goals and achievements as outlined in the agreement. An on-site visit may occur to discuss the service activity shortfall. On-site monitoring visits may also be conducted in order to ascertain that eligible clients for whom the program was intended are being served and that in the event of an audit, the required client information is being maintained.

Based on the information received from the sub-recipient, Community Development staff submits monthly reports on sub-recipient goals and progress to City Management. Staff may recommend corrective action to be taken should other efforts at obtaining compliance be ineffective.

6.3.10.2 Applicant Monitoring

To minimize the misappropriation of or misuse of CDBG-DR funds and reduce the likelihood of applicant fraud, the City will require individual applicants to sign certifications at the application and grant agreement phases of the program. Certifications will require that individual applicants acknowledge and certify that:

- Information provided in the application for assistance is complete and accurate.
- Reported damages or losses are caused as a result of the declared disaster.
- All funding for assistance received as a result of the disaster has been disclosed.
- They acknowledge and understand that Duplication of Benefits (DOB) is not allowed by federal regulations and agree to subrogation of any additional funding received for the same purpose.
- The damaged residence is their primary (not secondary) home, if applicable.
- Collusion with or kickbacks from program contractors is not allowed.
- They have no conflict of interest with City officials, sub-recipients (if applicable), or program contractors.
- There is potential repayment (recapture) of funding or prosecution for making false, misleading, and/or incomplete statements and/or documentation.

In addition to signing the above notarized statements, the City and sub-recipients shall develop monitoring plans for each program to ensure that the applicants are in compliance with the terms of their grant agreement and covenant (if applicable). The City’s Community Development Department will be responsible for reviewing and approving sub-recipient monitoring plans and reports, as necessary. Compliance and monitoring plans and reports will be made available to HUD upon request.

6.3.10.3 Internal Auditor

In conjunction with the administration and oversight of CDBG-DR funding, the City of Columbia has hired an independent, internal auditor who reports directly to the City Manager. The role of the internal auditor will be to conduct internal monitoring/audits of city administered CDBG-DR programs as directed. The auditor will also be responsible for the coordination and response to external audits or monitoring by city, state, and federal agencies. In addition, the auditor will be responsible for the detection and prevention of fraud, waste, and abuse in city and sub-recipient administered programs as well as coordinating allegations of fraud with city, state, and federal law enforcement agencies. This responsibility includes the presentation of cases to HUD OIG and/or U.S. Attorney’s office for prosecution if necessary. This staffing adjustment has been included in the *City of Columbia CDBG-DR Pre-Award Implementation Plan*.

6.3.10.4 Anti-Fraud Waste and Abuse

In order to minimize fraud, waste, and abuse in all CDBG-DR programs, the city’s internal auditor will develop procedures related to the identification of fraud and establish a process to disclose alleged fraudulent activities. In addition, the city’s internal auditor will require the acknowledgement and acceptance of these policies and procedures by staff, contractors and sub-recipients. In conjunction with the internal auditor, the Community Development Department will require each sub-recipient to demonstrate that they have procedures and/or systems in place to identify and report potential fraud, waste and abuse in their CDBG-DR program(s) prior to the release of funds. If suspected fraud is identified, sub-recipients will be required to immediately report the information to the City of Columbia City Manager or Internal Auditor. The City will in turn refer the matter to the HUD Office of Inspector General (HUD OIG) and other law enforcement agencies where appropriate.

In concert with the HUD OIG and other law enforcement agencies, the City will take appropriate measures to address such allegations as the circumstances dictate. In the event that the city has actual knowledge of a misappropriation of funds or assets, the matter will additionally be referred to the applicable office of district attorney and/or office of the state Inspector General, if not already notified. In addition, the city will conduct regular monitoring of sub-recipients and will report any potential fraud, waste and abuse to these same law enforcement agencies.

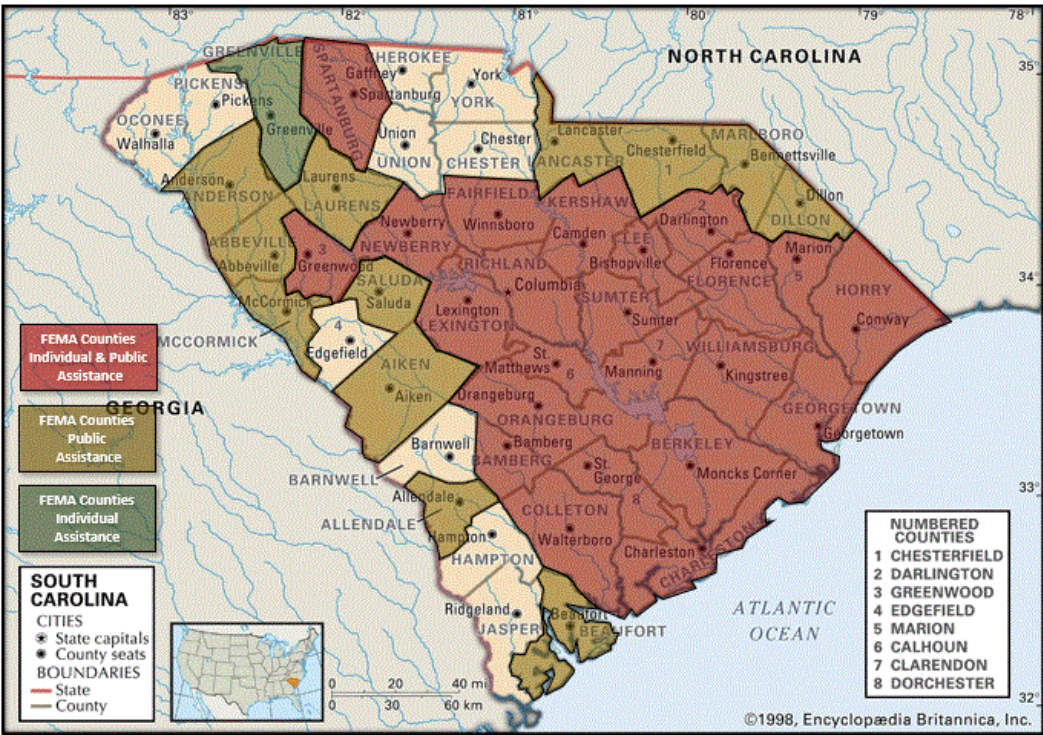
It is important to note that Conflict of Interest statements are included in the City of Columbia Personnel Policies and all sub-recipient grant agreements. These statements mandate that no person who exercises or has exercised any functions or responsibilities with CDBG-DR activities shall obtain a financial interest of benefit from any CDBG-DR project or program. The city will only consider an exception to these provisions after the sub-recipient has: 1) disclosed the full nature of the conflict and submitted documentation that the disclosure has been made public and 2) provided a legal opinion stating that there is no violation of city, state, or federal law if the exception is granted.

In addition to grant agreements and contracts, individual program CDBG-DR staff, sub-recipient staff, program applicants, and contractors/contracted staff will be required to sign a disclosure form regarding potential conflicts of interest as they relate to the city (staff, elected officials, etc.), program contractors, sub-recipients, and applicants. For CDBG-DR program staff, sub-recipients, and contractors, the disclosure forms will be signed as a part of on-boarding activities prior to performing any CDBG-DR program functions. Individual applicants for CDBG-DR assistance must also fill out and sign the disclosure forms as a part of the application intake process.

In addition, the City of Columbia CDBG-DR Recovery Website will have the phone number of city and federal law enforcement agencies in order for external parties to report allegations of fraud.

7. Location, Mitigation Measures, Use of Urgent Need

As shown in the figure below, the City of Columbia is located in Richland County which is included as part of the presidential declaration for DR-4241. As such, the City of Columbia has received its own allocation of \$26,155,000 in funding from HUD to address unmet recovery needs in the City. In order to be eligible for CDBG-DR assistance, damaged properties or businesses must be located within city limits.



In order to minimize the amount of damage from future hazards, the City of Columbia is committed to elevating new and existing structures in accordance with the city’s floodplain ordinance. Also, the city will implement Green Building standards as required by HUD’s Federal Register Notice. The City of Columbia evaluated the FEMA Programmatic Agreement (PA) and Addendum to streamline the environmental clearance process and signed the FEMA Addendum on March 2, 2017. Additional mitigation and/or treatment measures will be incorporated into the City’s disaster recovery process and CDBG-DR budget as necessary.

In accordance with this allocation, the City of Columbia recognizes that the use of the *Urgent Need* National Objective is waived for CDBG-DR grants until 24 months after HUD obligates funding to the City. While the City is committed to prioritizing assistance to low-to-moderate income applicants, there are several programs that will require the use of the *Urgent Need* National Objective in order to meet the unmet recovery needs of non-LMI households and businesses. In all cases, CDBG-DR funding will be limited to the most impacted and distressed households and businesses. These needs are outlined in the City’s unmet needs assessment and are reflected in the program designs contained in Action Plan Amendment #1.

8.0 Clarity of Plan and Citizen Participation

8.1 Citizen Participation Plan

In compliance with HUD requirements and community expectations, the City of Columbia has developed a Citizen Participation Plan specifically for CDBG-DR programs resulting from the October 2015 flood event. The goal of the Citizen Participation Plan is to provide meaningful and inclusive opportunities for citizen involvement in the planning, development, and administration of all CDBG-DR programs whether administered by the city or sub-recipients.

During the development of this Action Plan and for any substantial amendments, citizens, applicants, and other stakeholders have and will be given an opportunity for reasonable and timely access to information and a minimum of 14 days to submit comments relating to the allocations of CDBG-DR funding, program design and eligible activities, and any modifications to the original Action Plan. In addition to receiving citizens' comments on the initial CDBG-DR Action Plan, the city held two outreach events during the development of the action plan and one additional outreach during the public comment period. These outreach events were held to inform the public of the funding process and solicit input regarding the recovery needs of the community. Significant efforts were made to notify the public and generate participation as described in section 8.3, *Action Plan Opportunities for Public Engagement*, below. These types of outreach efforts will be continued as recovery needs evolve and program activities are modified to respond to these changes.

The City hosted a public meeting September 14, 2017 at Earlewood Park to introduce the Action Plan Amendment program modifications and budget reallocations and solicit public comments. A notice published in *The State* on September 3, 2017 informed citizens of the meeting and how to register comments. The public comment period ended September 29th after receiving only four comments. On October 17, 2017 the Community Development Director presented an overview of this Action Plan Amendment and responded to comments from the City Council and general public. Subsequently, the City published a second notice on October 18, 2017 announcing an extended public comment period from October 18 - November 1, 2017.

On November 9, 2017, the date Action Plan Amendment #1 was submitted to HUD, the City received a notice of award for HMGP applications 269 and 270. In the interest of leveraging all potential funding sources, the City is requesting that \$2 million in CDBG funding previously allocated to the Columbia Buyout Program (CBP) be transferred to the FEMA HMGP Match program. A Public Notice describing these changes was published in *The State* on January 11, 2018. No comments were received during the 14-day comment period from January 11 through January 25, 2018.

The City's initial Action Plan and subsequent amendments will be posted to the City of Columbia CDBG-DR website in both English and Spanish in accessible formats. Public notices regarding the Action Plan Amendment and subsequent notices will be posted in *The State* newspaper and placed in a prominent location on the city's main website along with a hyperlink for the City's CDBG-DR website. The CDBG-DR website also displays an announcement on its home page with a hyperlink to the Action Plan (or amendment). In addition to accepting public comments via more traditional methods (email, mail, and fax) the city's CDBG-DR website is enabled to receive public comments. All comments and city responses will be incorporated into the Action Plan or Action Plan amendment for HUD review. Comments related to similar topics will be aggregated as necessary.

Citizens with disabilities or those who need technical assistance or reasonable accommodations will be encouraged to contact the City of Columbia Human Resources Employee Relations Officer/ADA Coordinator, Gardner Johnson for assistance, at:

- Phone: 803-545-4625
- Email: gjohnson@columbiasc.net
- Mail: 1225 Lady Street, P.O. Box 147, Columbia, SC 29217

Supplemental to the posting of the Action Plan and subsequent amendments on the city's CDBG-DR website, the following will be posted and updated consistently updated to promote transparency and provide the latest available information on the city's recovery efforts:

- Program Policies and Documents
- DRGR QPR Reports
- Program Performance Reports
- Procurement Policies and Opportunities
- CDBG-DR Contracts and Status Reports

8.2 Citizen Grievances or Complaints

It is the policy of the City of Columbia to review all complaints received. Citizens have an opportunity to register comments or complaints by email, letter, telephone, or in person. Written complaints will be referred to the appropriate administrator for response. A written response will be made within 15 days of receipt of complaint. A copy of the written complaint and response will be maintained in the appropriate applicant file as well as the central repository. Complaints concerning the general administration of the CDBG Disaster Recovery Program may be submitted to:

Columbia CDBG Disaster Recovery Program
Community Development Department
1225 Lady Street, Suite 102
PO Box 147
Columbia, SC 29201
CityRecoveryDR@columbiasc.net
803-545-4668

The following procedures will be followed on all complaints that cannot be resolved by the Disaster Recovery Manager and require additional peer review. The initial complaint may be expressed orally or in writing.

- The CDBG Disaster Recovery Manager will notify the Director of Community Development of the complaint, investigate the complaint, and respond in writing within 15 days.
- If the complainant requests a peer review, the original findings will be reported to the Grievance Committee within eight (8) business days.
- The Grievance Committee will notify the complainant in writing of its findings within seven (7) business days.
- If the complainant disagrees with the Grievance Committee's findings, he/she must notify the CDBG Disaster Recovery Manager in writing that he/she desires a hearing by the Grievance Committee for review and reconsideration. The CDBG Disaster Recovery Manager will notify the complainant in writing of the hearing date.

- The complainant must bring all relevant data, witnesses, etc., to the hearing. The Director of Community Development will address the complaint and within fifteen (15) days forward to the complainant a certified copy of the decision rendered.

During the application intake process, applicants will be provided with the City's Grievance Procedures which contain a point of contact, street address, and telephone number along with timeframes for filing a grievance. As a part of this process, applicants will be required to sign a receipt that they acknowledge and understand the grievance/complaint process. The City (and sub-recipients, if applicable) will provide a written response to each inquiry within 15 calendar days of receiving the complaint, as practicable. All citizen or applicant grievances shall be appropriately logged and filed in a central repository for HUD review and monitoring. Additionally, a copy of the grievance and response will be filed/uploaded to the applicant's file. In the case that the grievance has been forwarded to the city by HUD, the City's (and/or sub-recipient's) response to the grievance shall be copied to HUD and emailed to HUD's designed DR email address.

Upon request, non-applicants or otherwise affected citizens will be provided a copy of the city's CDBG-DR Grievance Procedures for review and filing a grievance regarding CDBG-DR programs. Citizen grievances/complaints will be processed in the same manner as program applicants. Responses will be issued by the City within 15 calendar days, logged, and filed in the same central repository for the applicable program.

As part of its grievance procedures, the City has established a Grievance Committee comprised of two members of the Citizens Advisory Committee and the CDBG Disaster Recovery Manager. The Committee provides a means to respond to the concerns of CDBG Disaster Recovery Program applicants or the general public relating to Disaster Recovery activities, rules and decisions. The grievance process provides a way for an applicant's concern to be heard and responded to by a committee of peers.

8.3 CDBG-DR Action Plan Opportunities for Public Engagement

As part of the process to develop the City of Columbia CDBG-DR Action Plan, the City has placed a high priority on public engagement. Additionally, recognizing the synergies from working in concert with its peers in Lexington and Richland Counties, the City has sought to combine efforts where appropriate. This has led to a robust engagement process with multiple opportunities to present to, hear from, and otherwise engage the concerned and impacted citizens of the City of Columbia.

The Columbia City Council meets regularly and its meetings are open to the public and broadcast on the internet. In addition to the members of the Council, the larger public is welcomed to asked questions and voice concerns on matters raised in the meetings. Agendas are publicized in advance of the meetings to provide broad notice to the public the items to be discussed. On two separate occasions, the Council and general public were presented the status of progress and the next steps in the development of the CDBG-DR Action Plan. Those meetings were held in the City Council Chambers on June 21 and July 19, 2016.

In concert with Lexington and Richland Counties, the City of Columbia held a targeted outreach session with area housing service providers on July 22, 2016 at a meeting facility owned by the Columbia Housing Authority. This session allowed each jurisdiction to present preliminary information on its analysis of unmet needs and related CDBG-DR activities. Additionally, the 38 participants were informed about the overall requirements of the use of CDBG-DR funds and key compliance factors. From this discussion, the City learned that local housing service providers had the necessary resources to recover from the storm damage. Some did express, however, an ongoing concern for families who remained displaced. The City also worked with the Columbia Housing Authority in order to assess unmet recovery needs of this agency and potential program beneficiaries.

Subsequent to this meeting, the City held a session for the broader public with a particular focus on City of Columbia residents and businesses that were impacted by the storm. The session was held on the evening of July 28, 2016 at a City owned community facility meeting room at Edisto Discovery Park, a location near the most heavily impacted areas of the City, and 30 concerned citizens were in attendance. There, the City presented an overview of the CDBG-DR program and the requirements outlined in the Federal Register Notice governing the use of the City's allocation.

Overwhelmingly, participants voiced concerns that their incomes exceeded the limitations to qualify as a Low-to-Moderate Income family. As such, participants believed that the CDBG-DR funded programs would not provide needed relief to repair or elevate their damaged homes or provide buyout assistance to relocate out of a designated floodway. As part of this process, City officials explained they understood the concerns and would make their best efforts to meet all program requirements while addressing the unmet needs of the broader community including non-LMI families with a remaining unmet need.

In accordance with the Public Comment requirements of the City's CDBG-DR allocation, the City has also provided the citizens of Columbia 14 calendar days to review and comment on its Draft CDBG-DR Action Plan. During this 14-day period, the City also held its final outreach session on the evening of August 25, 2016 at the Drew Wellness Center, a centrally located public facility. Supplemental to this event, comments on the plan were accepted by mail, email, fax, or submittal via the city's CDBG-DR flood recovery website. Comments and concerns raised in this session and others have been incorporated in the City's final Action Plan as Exhibit B.

The Action Plan made available to the public included an evaluation of unmet recovery needs based upon best available data, basis for CDBG-DR allocations, budget of proposed CDBG-DR programs including description of eligible activities, and outlines the methods by which the City of Columbia will meet all federal requirements. The initial Action Plan for the city has been made accessible via the city's CDBG-DR flood recovery website in both English and Spanish. The notice for the availability of the Action Plan has also been posted in a prominent location on the city's main website and on the CDBG-DR flood recovery webpage. In addition, the city has provided contact information on the website for any citizen that may request a reasonable accommodation to access the Action Plan or public outreach events pertaining to the development of the city's CDBG-DR Action Plan.

The initial City of Columbia CDBG-DR Action Plan was posted to the City's website on August 19, 2016 with a deadline for public comments ending on September 6, 2016. In addition, a public notice regarding the availability of the plan for review was published in *The State* newspaper, the publication with the widest circulation in the City of Columbia, on August 16, 2016. All public comments received on the plan have been incorporated into the final Action Plan submitted to HUD for review and approval.

As part of its public outreach to potential applicants, the City hosted eight outreach sessions from July 10 – August 2; total attendance was 135. Press Releases were sent to approximately 70 local media organizations and interviews were conducted by several television

and radio stations. The Columbia Public Relations Department issued a press release July 10 announcing the final eight public information sessions. A notice with photos taken at one of the initial public information sessions was posted on YouTube and received 149 views. Program information was posted on City Talk July 14. WISTV posted a notice on its website July 18; ABC Columbia posted notices on its website July 10 and July 30. The Community Development Executive Director and Disaster Recovery Manager appeared on WIS TV August 1 to discuss DR program. PR issued a press release and outreach flyer on August 2 announcing final public information session.

Action Plan Amendment #5 was posted for public comment August 9, 2019 through August 24, 2019 on the CDBG DR website and advertised in *The State* newspaper.

8.4 Amendments to the Columbia CDBG-DR Action Plan

As the recovery needs of the Columbia change over time, the City may elect to update its needs assessment, modify or create new activities, or reprogram CDBG-DR funds as necessary. Action Plan Amendments will be memorialized and approved as follows:

8.4.1 Substantial Amendments

The city defines substantial amendments to the Action Plan as those that propose one or more of the following changes to the initial plan:

- A change in the purpose, scope, location or beneficiaries of an activity approved in an Action Plan or subsequent amendment;
- The allocation or re-allocation of more than \$1 million; or
- The addition or deletion of any allowable activity described in the approved plan.

Only those amendments which meet the definition of a substantial amendment are subject to the citizen participation process. Citizens will be provided at least 14 days to review and comment on all substantial Action Plan Amendments. A summary of all comments received and a response to those comments will be included in the final Substantial Amendment submitted to HUD for approval.

8.4.2 Non-Substantial Amendments

The City will notify HUD of all non-substantial Action Plan Amendments in writing for review and comment. If no changes are required, the non-substantial amendment will be posted to the CDBG-DR website.

8.4.3 Submittal of Amendments

A substantial amendment to the Action Plan will follow the same procedures for publication as the original Action Plan in accordance with the City’s Citizen Participation Plan. All amendments, both substantial and non-substantial, will be posted on the city’s CDBG-DR website. The beginning of every amendment will include a section that identifies the content that is being added, deleted, or changed. In addition, this section will include a revised budget allocation table that reflects the entirety of all funds and will clearly illustrate the movement or reallocation of program funding. The City’s most recent version of the entire Action Plan will be accessible for reviewing as a single document at any given time.

8.5 Risk Analysis Documentation and Pre-Award Implementation Plan

Supplemental to this CDBG-DR Action Plan, the City of Columbia submitted all *Risk Analysis* Documentation to include the *City of Columbia CDBG-DR Pre-Award Implementation Plan* in compliance with PL. 114-113 in order to demonstrate sufficient capacity to effectively manage and provide oversight of CDBG-DR funding. Two hard copies and one digital copy of this documentation accompanied with all applicable certifications was submitted to HUD on July 22, 2016. Key aspects of this plan include the following:

8.5.1 Assessing Capacity

The City of Columbia CDBG-DR Pre-Award Implementation Plan assures HUD that the City has conducted an internal assessment of existing capabilities and capacity for the administration of CDBG-Disaster Recovery funding allocated as a result of the October 2015 flood event (PL 114-113). This assessment was conducted in conjunction with the City’s Risk Analysis and addresses organizational flexibility and staffing in the following areas to ensure compliance with the Federal Register Notice and HUD regulations:

- Environmental Compliance
- Financial Management
- Procurement and Contract Management
- Information Technology (IT)
- Reporting
- Case Management
- Compliance and Monitoring
- Quality Assurance and Quality Control

8.5.2 Environmental Clearance

The City of Columbia, as the Responsible Entity (RE) has completed its Tier I Environmental Reviews and Request Release of Funds for major and minor rehabilitation of residential, single family units as well as for elevation reimbursement activities. HUD granted an Authorization to Use Grant Funds on August 24, 2017. The City has procured a professional services firm, ESP Associates, to conduct Tier 2 Site Specific Reviews for housing rehabilitation activities Categorically Excluded Subject to 58.5. On March 2, 2017, the City adopted South Carolina’s FEMA PA and executed an Addendum to expedite Section 106 reviews of CDBG-DR funded projects. The firm selected will include on its staff an architectural historian that meets the Secretary of the Interior’s Professional Qualification Standards and has been approved by HUD.

8.5.3 Financial Management

The City of Columbia has completed the *Public Law 114-113 Guide for Review of Financial Management* (the Financial Management Guide) as part its Disaster Recovery Risk Analysis. Based upon this review and the current processes governing its annual allocation of CDBG entitlement funding, it has been determined that the City has established sufficient financial controls to administer CDBG-DR funding. During its review, the Finance Department identified the need for additional finance staff to adequately track and monitor the obligation and expenditure of CDBG-DR funds. For this reason, the city intends to hire an additional Financial Analyst for the Finance Department to supplement existing staff and coordinate CDBG-DR activities (draw requests, invoices, etc.) with the Community Development Department.

8.5.4 Procedures to Ensure Timely Expenditures of CDBG-DR Funding

In accordance with Federal Register Vol. 81, No. 117 (Notice), the City of Columbia must track and document the timely expenditure of disaster recovery CDBG funding (CDBG-DR) received to recover from the severe storms and flooding resulting from Hurricane Joaquin (DR 4241/3373). In order to ensure expenditure of all CDBG-DR funds within the required six-year period, the City of Columbia must submit projections regarding the obligation and expenditure of all CDBG-DR funds over the life of the award as well as the anticipated outcomes associated with program activities. These projections enable the City of Columbia and the Department of Housing and Urban Development (HUD) to evaluate progress on program activities and ensure recovery efforts are achieved in a timely manner. To achieve these goals, the City has established procedures to implement strict guidelines for all City administered projects and within grant agreements with sub-recipients. In addition, the City will provide technical assistance and support to all sub-recipients as needed so that quarterly goals are met and funds are expended within all deadlines.

8.5.5 Procedures to Effectively Manage CDBG-DR Funds

In accordance with Federal Register Vol. 81, No. 117 (Notice), the City of Columbia must have adequate procedures to effectively monitor and manage funds that are disbursed to sub-recipients and/or individual applicants. In addition, the Notice requires that the City has policies in place to address fraud, waste, and abuse. As part of the Risk Analysis and Pre-Implementation Plan, the city has developed procedures to initiate an internal audit function, conduct monitoring of Sub-Recipients and Applicants, and prevent Fraud, Waste, and Abuse.

8.5.6 Procurement and Contract Management

In preparation for CDBG-Disaster Recovery funding, the City evaluated its procurement processes and procedures to ensure compliance with 2 CFR 200 through 200.326. As a result, the City has developed and adopted the CDBG-DR Procurement Guide (see *Risk Analysis Attachment C-1*) to ensure compliance with 2 CFR Part 200. In conjunction with this review, the Procurement Department also evaluated its capacity to ensure sufficient staffing for Disaster Recovery procurement and contract administration activities. As a result, the department has realigned existing staff and filled all necessary positions to assume new Disaster Recovery responsibilities. A revised Procurement Policies and Procedures is included in this Action Plan Amendment at Exhibit F.

8.5.7 Information Technology (IT)

The City's Program Management contractor developed a system to track all applications and report on CDBG-DR program status, expenditures, performance measures and demographics. A separate Sharepoint system has been developed to retain program documentation and become the repository for the auditable files.

8.5.8 Reporting

The Community Development Department will designate an existing or new staff person to serve as the Disaster Recovery Grant Reporting (DRGR) Reporting Analyst, who will be responsible for entering complete, accurate program information into HUD's DRGR System, submitting Quarterly Performance Reports (QPR), and uploading the QPR to the city's website within three days of submittal to HUD. The Reporting Analyst will also develop and monitor CDBG-Disaster Recovery expenditures and program performance using HUD's *CDBG DR Grantee Projections for Expenditures and Outcomes* template.

8.5.9 Procedures to Maintain a Comprehensive Website

In accordance with Federal Register Vol. 81, No. 117 (Notice), the City of Columbia must have adequate procedures to maintain a comprehensive website regarding all disaster recovery activities. Prior to the issuance of the Notice, the City of Columbia established a separate webpage for the flood recovery at <http://columbiasc.gov/flood>. To date, this website has been used to report the status of FEMA DR 4241 flood recovery projects and other general information for the public. As a result of CDBG-DR funds being appropriated, the city has created a separate CDBG-DR website <http://dr.columbiasc.gov/> to conform to the requirements in the Notice. The City's CDBG-DR webpage will also be updated on a regular basis in accordance with established procedures and standards so that it will contain links to information regarding the use and management of grant funds, links to all action plans and action plan amendments, performance reports, citizen participation notices, and program information for activities described in the action plan, including details of all contracts and ongoing procurement policies.

8.5.10 Case Management

In accordance with Federal Register Vol. 81, No. 117 (Notice), the City of Columbia must establish adequate procedures to facilitate effective communication to individual applicants and keep them well informed on the status of their application for disaster recovery assistance. The City has implemented a robust case management approach for individual applicants, who are assigned a Case Manager that remains connected to that household from intake through closeout, acting as a liaison with housing inspectors, environmental personnel, construction contractors, etc. This decision was based upon estimated number of eligible applicants and the qualifications and experience of case management staff.

In conjunction with the Community Development Case Management staff, the City's Section 504 or Special Needs Coordinator will ensure that accessibility requests from disabled applicants are handled appropriately and that in-house visits are conducted with applicants who are unable to access program facilities. The City already has a firm under contract to provide translation services for applicants unable to effectively communicate in English.

8.5.11 Procedures to Ensure Timely Information on Applicant Status

The City of Columbia, in conjunction with sub-recipients if applicable, has customized communication policies and procedures for each housing program involving CDBG-DR funding. Case managers communicate to program applicants via in person meetings, emails, phone calls, and–letters during all phases of program activities from applicant intake to close out. All applications are part of a database designed to track applicant status and demographics. The system automatically generates an email (or letter) to the applicant whenever a change in status or program phase occurs. Case Managers also are required to follow up with an email and/or phone call a minimum of 15 days after the initial meeting and within 15 days of requesting specific documentation. Letters of preliminary eligibility are generated on the date the case manager determines that the application is complete and all documentation has been received. All written correspondence to the applicant must be uploaded into the system of record and/or hard copy file within 24 hours of any notification by regular mail in the applicant’s preferred language. Depending upon program type, examples of key program stages may include:

- Applicant Intake
- Application Complete
- Eligibility and Benefit Determination Complete/Notification of Eligibility or Ineligibility
- Environmental Review Complete
- Damage Assessment and Scope of Work Development
- Contractor Bids
- Grant/Subrogation Agreement Complete
- Construction Contract Executed and Notice to Proceed (if applicable)
- Change Orders (if applicable)
- Construction Complete/Initiation of Warranty Period (if applicable)
- Monitoring review and status (Compliant or Non-Compliant)
- Close out status complete or grant recovery

All applicants are given written grievance procedures at application intake. All applicant grievances shall be documented in a centralized log/repository for each program with a written response provided via regular mail within 15 days. All written correspondence to individual applicants will be uploaded to the system of record and/or placed in hard copy files within 24 hours of mailing. Case Managers will also be required to call to notify the applicant regarding the outcome of their claim and explain that they will receive a response letter via regular mail. The City’s Grievance Procedures are described in Section 8.2, Citizen Grievances or Complaints, of this Action Plan Amendment

8.5.12 Duplication of Benefits Analysis

The Robert T. Stafford Disaster Relief and Emergency Assistance Act (Stafford Act) requires that recipients of federal disaster recovery funding make certain that no "person, business concern or other entity" will receive duplicative assistance'. Because disaster assistance to each person/entity varies widely based on their insurance coverage and eligibility for federal funding, grantees cannot comply with the Stafford Act without first completing a duplication of benefits (DOB) analysis specific to each applicant.

A Duplication of Benefit occurs when:

- A beneficiary receives assistance, and
- The assistance is from multiple sources, and
- The assistance amount exceeds the need for a particular recovery purpose.

As part of the Risk Analysis and Pre-Implementation Plan, the City has developed a plan to implement DOB policies and procedures as well as conduct compliance and monitoring activities. See Exhibit E, Duplication of Benefit Procedures.

8.5.13 Compliance and Monitoring

Due to the complexities of CDBG-Disaster Recovery programs and some outsourcing of key internal controls, proactive compliance and monitoring plans are necessary to ensure that program applicants comply with program requirements and that contractors and subrecipients perform in accordance with their approved contracts and agreements. For this reason, the Community Development Department will hire at least at least two Disaster Recovery Compliance & Monitoring Specialists and two Disaster Recovery Housing Inspectors.

8.5.14 Quality Assurance/Quality Control (QA/QC)

The accuracy of program and benefit calculations are key to the success of CDBG-DR programs. In order to achieve this goal, the City of Columbia will develop a comprehensive QA/QC Plan governing all CDBG-DR programs to ensure complete and accurate project files in compliance with the Federal Register Notice and the City’s grant agreement with HUD. The QA/QC Plan, as discussed in Section 6.3.10, Monitoring Standards and Procedures, will identify compliance issues, and monitor implementation of best practices for disaster recovery, quality design and construction; and maintain integrity and public confidence in the program.

8.5.15 Organizational Structure

The City of Columbia is managed by a Council-Manager form of government with the Community Development Department reporting directly to the Assistant City Manager of Operations and Development Services. Several city departments must augment current staffing and capacity to effectively manage diverse programs and the timely expenditure of CDBG-DR funding. A staffing augmentation plan has been created and was based upon the assessments conducted as part of the city’s Risk Analysis as well as the areas outlined in this Pre-Award Implementation Plan.

8.6 Summary of Public Comments & Response

As previously stated, the City of Columbia CDBG-DR Action Plan was posted for public comment from August 19, 2016 through September 6, 2016. The plan was posted on the City’s CDBG-DR website in English and Spanish. In addition, a public notice was

published in *The State* newspaper on August 16, 2016 and posted in a prominent location on the city’s homepage. The public comment period on Action Plan Amendment #5, held from August 9-24, 2019 was advertised in *The State* newspaper and posted on the City’s CDBG Disaster Recovery website. No comments were received during this time.

Comments were accepted via mail, fax, email and the City’s CDBG-DR website. A summary of those comments and the City’s responses can be found in Exhibit B.

8.7 Certification of Controls, Processes, and Procedures

As directed by Federal Register resulting from the PL. 114-113, the City of Columbia commits to all required certifications as shown on the following pages. In addition, the city has attached a completed and executed Federal form SF-424 signed by the City of Columbia Manager as Exhibit D. Also included in Exhibit D are the completed checklists for the development of the Action Plan and list of Certifications.

9.0 Conclusion

9.1 Complete and Compliant

The City of Columbia has completed all required sections of the CDBG-DR Action Plan and “*Action Plan Checklist for Funds under Public Law 114-113*” in compliance with the Federal Register Notice and Public Law 114-113.

9.2 Pre-Award, Pre-Agreement, and Reimbursement

The City of Columbia has incurred pre-award and pre-agreement costs of approximately \$404,350 for the following planning and program administration activities:

CDBG Risk Analysis and Action Plan Development	\$161,150
Translation Services	\$3,200
DRGR Grant Reporting Training	\$3,100
CDBG-DR Administrative Set-Up	\$225,000
CDBG-DR Program Design	\$3,800
Environmental Services	\$8,100
Total	\$404,350

Upon approval of the City of Columbia Action Plan, the Office of Community Development will also issue an RFQ for environmental services for Tier I and Tier II clearance processes which will include consultation with the State Historic Preservation Office (SHPO). The City will seek reimbursement for these activities once the Request for Release of Funds is approved.

In addition, it should be noted that the City of Columbia is currently consulting with both HUD and FEMA regarding the adoption of the existing FEMA Programmatic Agreement and Addendum in order to streamline the Section 106 process for CDBG-DR programs and individual projects. As part of this on-going process, the city’s proposed Elevation Reimbursement Program may be adjusted to establish certain deadlines related to the reimbursement of elevation activities undertaken as a result of the release of CDBG-DR funding. At this time, elevation reimbursement will not be provided for elevation projects permitted after the one-year anniversary of the flood event.

9.3 Uniform Relocation Act Clarification

A demonstrable hardship is a substantial change in an Applicant’s situation that prohibits or severely affects their ability to provide a minimal standard of living or the basic necessities of life including food, housing, clothing, and transportation without causing economic distress well beyond mere inconvenience as shown by objective evidence. A demonstrable hardship must have occurred after the October 2015 flood event. In addition, any demonstrable hardship must be of a severe, involuntary, and unexpected nature. It must not be one that is generally shared by other Applicants affected flood. Examples of a demonstrable hardships may include job loss, failure of a business, divorce, severe medical illness, injury, death of a family member or spouse, unexpected and extraordinary medical bills, disability, substantial income reduction, unusual and excessive amount of debt due to a natural disaster, etc. None of the listed examples above, individually or taken together, automatically establish a demonstrable hardship nor is the listing above exhaustive as there may be other factors relevant to the issue of demonstrable hardship in a particular case.

The City of Columbia will define “demonstrable hardship” and “not suitable for rehabilitation” as they relate to recovery programs in the policies and procedures associated with the use of the City’s CDBG-DR funds as they relate to each particular program.

9.4 Deadlines

Included as part of the City’s Action Plan is the “*City of Columbia Expenditure and Outcome Timeline*” (Exhibit C). This timeline demonstrates the City’s plan to initiate CDBG-DR programs, carry out program activities, and achieve program close out within the HUD prescribed 6-year timeline. While the city fully understands and will comply with the requirement to draw down funds no later than 180 days after the effective date of the Federal Register Notice, which is December 19, 2016, the submitted timeline starts on January 1, 2017.

9.5 Most Impacted and Distressed

As discussed in previous sections of the Action Plan, the City of Columbia is located in Richland County which is included as part of the presidential declaration for DR-4241. As such, the City of Columbia has received its own allocation of \$19,989,000 million in funding from HUD to address unmet recovery needs in the city. In order to be eligible for CDBG-DR assistance, damaged properties or businesses must be located within city limits. Also, it should be noted that the areas most impacted in the City (Lake Katherine, Central and Lower Gills Creek, Wildcat Creek and Penn Branch) have been prioritized for assistance with CDBG-DR funds.

9.6 City Approval

The City of Columbia CDBG-DR Action Plan was submitted for review and approval of the Columbia City Council on September 6, 2016. Action Plan Amendment #1 was submitted for review and approval by the City Council on October 17, 2017. Action Plan Amendment #3 was submitted for Council review and approved on October 16, 2018.

8. Appendix

Exhibit A – Certification of Controls, Processes, and Procedures



City of Columbia CDBG-DR Certifications

- a. The City of Columbia certifies that it has in effect and is following a residential anti-displacement and relocation assistance plan in connection with any activity assisted with funding under the CDBG program.
- b. The City of Columbia certifies its compliance with restrictions on lobbying required by 24 CFR part 87, together with disclosure forms, if required by part 87.
- c. The City of Columbia certifies that the action plan for Disaster Recovery is authorized under State and local law (as applicable) and that the city, and any entity or entities designated by the city, subrecipient, or designated public agency carrying out an activity with CDBG-DR funds, possess(es) the legal authority to carry out the program for which it is seeking funding, in accordance with applicable HUD regulations and this notice. The city certifies that activities to be undertaken with funds under this notice are consistent with the approved Action Plan.
- d. The City of Columbia certifies that it will comply with the acquisition and relocation requirements of the URA, as amended, and implementing regulations at 49 CFR part 24, except where waivers or alternative requirements are provided for in this notice.
- e. The City of Columbia certifies that it will comply with Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u), and implementing regulations at 24 CFR part 135.
- f. The City of Columbia certifies that it is following a detailed citizen participation plan that satisfies the requirements of 24 CFR 91.105 or 91.115, as applicable (except as provided for in notices providing waivers and alternative requirements for this grant). Also, each subrecipient carrying out CDBG-DR programs on behalf of the city must follow the approved citizen participation plan that satisfies the requirements of 24 CFR 570.486 (except as provided for in notices providing waivers and alternative requirements for this grant).
- g. The City of Columbia certifies that it is complying with each of the following criteria:
 1. Funds will be used solely for necessary expenses related to disaster relief, long-term recovery, restoration of infrastructure and housing, and economic revitalization in the most impacted and distressed areas for which the President declared a major disaster in 2015 pursuant to the Robert T. Stafford Disaster Relief and Emergency Assistance Act of 1974 (42 U.S.C. 5121 *et seq.*) related consequences of Hurricane Joaquin and adjacent storm systems, Hurricane Patricia, and other flood events.
 2. With respect to activities expected to be assisted with CDBG-DR funds, the action plan has been developed so as to give the maximum feasible priority to activities that will benefit low- and moderate-income families.
 3. The aggregate use of CDBG-DR funds shall principally benefit low- and moderate-income families in a manner that ensures that at least 70 percent (or another percentage permitted by HUD in a waiver published in an applicable Federal Register notice) of the grant amount is expended for activities that benefit such persons.
 4. The City of Columbia will not attempt to recover any capital costs of public improvements assisted with CDBG-DR grant funds, by assessing any amount against properties owned and occupied by persons of low- and moderate-income, including any fee charged or assessment made as a condition of obtaining access to such public improvements, unless: (a) Disaster recovery grant funds are used to pay the proportion of such fee or assessment that relates to the capital costs of such public improvements that are financed from revenue sources other than under this title; or (b) for purposes of assessing any amount against properties owned and occupied by persons of moderate income, the city certifies to the Secretary that it lacks sufficient CDBG funds (in any form) to comply with the requirements of clause (a).
- h. The City of Columbia certifies that the grant will be conducted and administered in conformity with title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d) and the Fair Housing Act (42 U.S.C. 3601-3619) and implementing regulations, and that it will affirmatively further fair housing.
- i. The City of Columbia certifies that it has adopted and is enforcing the following policies:
 1. A policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in nonviolent civil rights demonstrations; and
 2. A policy of enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location that is the subject of such nonviolent civil rights demonstrations within its jurisdiction.
- j. The City of Columbia certifies that it (and any subrecipient or administering entity) currently has or will develop and maintain the capacity to carry out disaster recovery activities in a timely manner and that the city has reviewed the requirements of this notice and requirements of Public Law 114-113 applicable to funds allocated by this notice, and certifies to the accuracy of Risk Analysis Documentation submitted to demonstrate that it has in place proficient financial controls and procurement processes; that it has adequate procedures to prevent any duplication of benefits as defined by section 312 of the Stafford Act, to ensure timely expenditure of funds; that it has to maintain a comprehensive disaster recovery Web site to ensure timely communication of application status to applicants for disaster recovery assistance, and that its implementation plan accurately describes its current capacity and how it will address any capacity gaps.
- k. The City of Columbia certifies that it will not use CDBG-DR funds for any activity in an area identified as flood prone for land use or hazard mitigation planning purposes by the State, local, or tribal government or delineated as a Special Flood Hazard Area in FEMA's most current flood advisory maps, unless it also ensures that the action is designed or modified to minimize

harm to or within the floodplain, in accordance with Executive Order 11988 and 24 CFR part 55. The relevant data source for this provision is the State, local, and tribal government land use regulations and hazard mitigation plans and the latest-issued FEMA data or guidance, which includes advisory data (such as Advisory Base Flood Elevations) or preliminary and final Flood Insurance Rate Maps.

- l. The City of Columbia certifies that its activities concerning lead based paint will comply with the requirements of 24 CFR part 35, subparts A, B,J,K, and R.
- m. The City of Columbia certifies that it will comply with all applicable laws.

Teresa Wilson, City of Columbia City Manager

Date

Exhibit B – Public Comments-To be inserted after APA 5 Public Comment Period

APA 1 Public Comments

In order to increase public input related to the City of Columbia CDBG-DR Action Plan, the City placed a public notice in *The State* newspaper on August 16, 2016 and posted the CDBG-DR Action Plan to the city’s CDBG-DR website on August 19, 2016. Written comments were accepted from August 21, 2016 to September 6, 2016 via the city’s website and fax. In addition, public comments from two outreach events have been considered in the development of the plan. As required, the CDBG-DR Action Plan was available in both English and Spanish for review and comment.

As a result of the city’s outreach efforts, there were a total of 10 written comments and extensive verbal commentary received for consideration during the preparation and finalization of the Action Plan. These comments with city responses are outlined below.

July 28, 2016 Outreach Event

The city held a public outreach event on July 28th at the Edisto Community Center in the City of Columbia in order to gather public comment during the development of the Action Plan. As a result, the following comments and inquiries were received:

Comment 1:

Comment: One participant inquired about the responsibility of the Corps of Engineers for Gill’s Creek and whether the Corps is required to supplement funding available to the city for flood recovery.

Response: The Corps of Engineers is a federal agency housed under the Department of Defense which operates independently from the Department of Housing and Urban Development (HUD) and Federal Emergency Management Agency (FEMA). As such, the Corps of Engineers administers a separate allocation of federal funding and independently prioritizes projects for assistance. Although the City of Columbia cannot influence the allocation of funding from the Corps of Engineers, the city commits to partnering with this agency whenever possible in order to maximize the amount of funding that is available for flood recovery.

Comment 2:

Comment: One participant inquired about the entity responsible for allocation of CDBG-DR program funding and the requirement to serve low-to-moderate income households.

Response: In order to receive CDBG-DR funding, the City of Columbia conducted an assessment of unmet needs by analyzing data from FEMA and SBA to determine the estimated amount of damages in comparison to recovery assistance provided. The assessment of unmet needs was used to inform the city’s allocation strategy which is designed to maximize the amount of funding available to the greatest number of households as possible. In addition, this allocation strategy also was developed in order to meet the federal requirement that 70% of CDBG-DR funding must benefit low-to-moderate income (LMI) households.

Comment 3:

Comment: Several participants inquired about the process to apply for federal funding, the final decision on the allocation of CDBG-DR funds, the timing for the release of funds, and prioritization of funding for LMI benefit. Several comments were received stating that many flood damaged homes are not occupied by LMI households and therefore, the most impacted areas are not likely to be addressed.

Response: The deadline for the submittal of the Action Plan to HUD is September 20, 2016. Once the Action Plan is submitted, HUD is required to approve the plan or provide feedback within 45 days from receipt of the plan. After approval, the city must complete the environmental review process, finalize program guidelines, conduct intake of program documentation, and determine eligibility of program applicants. For these reasons, it is likely that assistance will not be available until the beginning of 2017. Based upon the allocation strategy in the Action Plan, it can be seen that the city has programmed almost all funding for restoration of damaged housing with the exception of \$200,000 which has been dedicated to leverage EDA funding for businesses impacted by the flood. At this time, FEMA PA funds will be used to address damages to the city’s infrastructure.

LMI households will be prioritized for assistance in order to meet the 70% threshold as required in the Federal Register Notice. However, it should be noted that the City of Columbia will closely monitor all CDBG-DR programs in order to assess program performance in meeting a National Objective and will make modifications to program design where necessary to ensure that homeowners with unmet needs are served to the greatest extent possible. In addition, the city may also consider requesting a HUD waiver to lower the LMI requirement once the needs all affected LMI households have been served and as funding remains available.

Comment 4:

Comment: One participant inquired about the process of addressing abandoned structures in the city.

Response: The City of Columbia fully acknowledges this concern and is currently utilizing its existing legal process to address blighted and/or abandoned properties damaged by the flood event. Unfortunately, the code enforcement and condemnation process typically takes 12 months depending upon the circumstances related to each property. This process cannot be shortened due to the legal rights of individual property owners.

Comment 5:

Comment: One participant inquired about the timing of FEMA HMGP dollars.

Response: The deadline to apply for the state’s HMGP funds was August 25, 2016. However, the FEMA allocation of HMGP funding is dependent upon the total amount of damages assessed one year after a natural disaster. Once this determination is made, only 10% of dollars is allocated to the state’s share of HMGP funding. Once the allocation of HMGP dollars is known, the state evaluates each jurisdiction’s application for assistance and notifies the grantee of the amount available to address recovery needs. At this time, it appears that the State of South Carolina will only receive \$36 million in HMGP funding. This amount will not begin to address the needs of the City of Columbia so applications for assistance will have to be prioritized

based upon unmet need. Applicants will be notified once program funds have been approved in order to outline eligibility requirements and approval process.

Comment 6:

Comment: One participant inquired about the number of properties reported as more than 50% damaged.

Response: Based upon FEMA data, there are 192 owner occupied and 138 renter occupied properties reported with “Severe-High” and “Major” damages. These households are the first priority for most CDBG-DR programs outlined in the city’s Action Plan for assistance.

Comment 7:

Comment: One participant inquired about the status of the city’s buyout program, next steps to obtain funding, and prioritization of applications. In addition, participants requested guidance on decision making in absence of the availability of program funding and eligibility determinations.

Response: Applicants who expressed interest in the city’s buyout program will not receive notification until FEMA and/or HUD funding is approved for assistance. Due to the limited amount of funding available, applications for assistance will be prioritized based upon eligibility criteria and level of unmet need. Applicants who have already expressed interest in the FEMA buyout program should have been contacted for an interview to gather necessary documentation. Applicants who have not been contacted should notify the city as soon as possible in order to initiate the qualification process. The prioritization of applications will be based upon the amounts of assistance approved for funding with priority given to those with damaged residences within the floodplain or floodway. In absence of funding information, applicants are encouraged to continue their recovery process but should be aware of eligibility requirements in order to ensure that they do not make themselves ineligible for federal assistance if this is the chosen course of action.

Comment 8:

Comment: One participant expressed an interest in the funding of secondary homes.

Response: Unfortunately, the Federal Register Notice, effective June 22, 2016, specifically states that properties serving as second homes at the time of the disaster, or following the disaster, are not eligible for rehabilitation assistance, residential incentives, or participation in a CDBG-DR buyout program. "Second homes" are defined in IRS Publication 936 (mortgage interest deductions).

Comment 9:

Comment: One participant expressed interest in the funding for rental properties that are not a primary residence.

Response: The city’s proposed Action Plan provides funding for the repair of rental properties meeting the eligibility requirements of Small Rental Repair Program (SRRP). As part of this program, rental properties with four or less units are potentially eligible for assistance. The city has set aside \$6.5 million for the purpose of repairing damaged rental properties and ensuring that sufficient affordable housing is available to tenants who may have been displaced by the flood event.

August 25, 2016 Outreach Event

A second outreach event was held on the city’s proposed Action Plan on August 25, 2016 at the Drew Wellness Center in Columbia. Approximately 40 citizens were in attendance and received an overview of the Action Plan. In addition, citizens were asked to make public comments and were also provided forms for feedback and commentary. The following comments were expressed by citizens in attendance.

Comment 10:

Comment: One participant expressed concern about the location of damaged properties within city limits and eligibility of homes annexed by the city after the flood event.

Response: It is the city’s position that any structure damaged by the flood event which is located in city limits or annexed after the flood event will be eligible for assistance with the exception of those properties that were specifically listed in the city or county’s applications for FEMA assistance. As such, the City of Columbia has the responsibility to ensure that properties participating in city programs are not also participating in the county programs designed for the same purpose. For this reason, the city will enter into an agreement with Richland County to conduct Duplication of Benefit analysis for properties applying for both CDBG-DR and FEMA assistance. Applicants will be provided assistance in accordance with the city’s agreement with Richland County.

Comment 11:

Comment: One participant inquired about the prioritization of applications and whether or not the CDBG-DR funding is provided in the form of a grant or a loan.

Response: With the exception of the Small Rental Repair Program (SRRP) and EDA Loan Capitalization Program, CDBG-DR funds will be provided in the form of grants to the applicant. SRRP funding will provided as a Forgivable Deferred Loan (FDL) with repayment not being required unless affordability requirements are not met during the terms of the loan agreement. EDA Loan Capitalization funds will also be provided in the form of a loan based upon the city’s standard underwriting criteria.

Comment 12:

Comment: Concern was raised regarding the availability of funding for “double units”. One participant requested a clarification of this eligibility requirement.

Response: The term “double unit” refers to a structure that is commonly known as a “Duplex” or structure with two units. The city will revise the Action Plan to refer to these unit types as a “Duplex”. Duplex units are eligible for participation in the Homeowner Assistance Program, Buyout, Small Rental Repair, and Minor Repair Programs.

Comment 13:

Comment: Several participants expressed concern regarding the contactor qualification and selection process. In addition, participants wanted clarification regarding construction monitoring, contractor payments, and fraud.

Response: The City of Columbia will pre-qualify all contractors that are permitted to bid on CDBG-DR housing rehabilitation and reconstruction projects. As part of this process the city will ensure that contractors are appropriately licensed, bonded, and have not been debarred from work on federally funded projects. While the city will bid out each project to a pre-approved list of contractors, the applicant will be able to select the contractor based upon program guidelines. It is the city’s position that the pre-qualification of contractors and bid process will eliminate price gouging activities. If price gouging, collusion, or fraud among contractors is suspected, the city will refer the case to the appropriate investigative and law enforcement agencies as necessary. Any contractor who receives complaints regarding shoddy work and/or is suspected of fraudulent activities will be disqualified from participating in all CDBG-DR related projects. It should be noted that the City of Columbia requires a minimum of a one-year warranty to homeowners for all work conducted as part of CDBG-DR recovery programs. Therefore, the homeowner will have one year to request the repair/correction of any work that does not meet program specifications. The city will notify the homeowner of warranty timeframes upon completion of construction, at 6 months, and one month prior to the expiration of the warranty in order to ensure that all claims are processed and completed in a timely manner. In addition, the applicant can also file a complaint at any time during the construction process or warranty period in accordance with the City of Columbia Grievance Procedures.

Payments will be released to contractors as work is completed and inspected by the city’s construction monitors. Once all work is complete, the applicant will be notified and asked to acknowledge the completion of work.

Comment 14:

Comment: One participant inquired whether or not landlords will be “vetted” or pre-qualified for participation in the Small Rental Repair Program (SRRP) so that tenants are not unduly burdened with additional program requirements.

Response: All applicants in the Small Rental Repair Program (SRRP) will be required to meet program requirements and must sign grant agreements regarding their responsibilities. Any landlord who will not agree to SRRP terms and conditions to include affordability requirements will be ineligible for participation in the city’s CDBG-DR programs. In no case, will landlord responsibilities be delegated to the tenant beyond the requirement of reporting updated demographic and income data upon re-occupancy of a rehabilitated or reconstructed unit. All tenants will be advised of their URA rights and city’s grievance procedures during the application intake process. It is the city’s goal to minimize the temporary relocation and/or permanent displacement of tenants residing in units included as part of this CDBG-DR program.

Comment 15:

Comment: One participant requested clarification of the six-year program requirement.

Response: The six-year timeframe discussed during the CDBG-DR Action Plan presentation refers to the length of time that the City of Columbia has to complete all program activities once a grant agreement with HUD is approved. There are no six-year requirements for program applicants. However, there is a required affordability period for all applicants receiving funding from the SRRP program in order to ensure that affordable rental properties remain available to low-to-moderate income households for a period of 7 years. Funding for rental properties assisted as part of this program will be provided in the form of a Forgivable Deferred Loan (FDL) for the term of the grant agreement.

Comment 16:

Comment: One participant inquired whether or not projects could be funded based upon area benefit rather than individual household incomes. In addition, the participant requested clarification regarding income limits and determinations.

Response: CDBG-DR funding provided for the repair or reconstruction of damaged residential units must be qualified/documented by verifying the individual household income of each beneficiary. Income limits are adjusted annually by HUD and vary by household size.

Comment 17:

Comment: One applicant asked if affected businesses had to register with “211” in order to be eligible for the city’s EDA Loan Capitalization Fund.

Response: At this time, registration with “211” is not a program requirement as outlined in the proposed Action Plan. However, the City of Columbia has not fully developed program eligibility requirements and methods of prioritization. Once launched, applicants for this program will be fully informed of all requirements.

Comment 18:

Comment: One participant inquired about whether or not funding for the Small Rental Repair Program (SRRP) will be provided in the form of a grant or a loan.

Response: CDBG-DR funding for the SRRP will be provided in the form of a Forgivable Deferred Loan (FDL) for the term established in the applicant’s grant agreement which will require a seven- year affordability period for the rental unit. Funds will be pro-rated and forgiven (with no repayment required) on an annual basis as long as the terms of the loan agreement are met.

Comment 19:

Comment: One participant inquired whether or not damages to churches was considered during the allocation process.

Response: The City of Columbia’s CDBG-DR allocation was based upon available FEMA and SBA data as it relates to greatest unmet needs of the community. As direct assistance to churches is typically not eligible, with the exception of certain public services, funding for this type of activity was not included in the allocation of funding.

Comment 20:

Comment: One participant requested that the city justify the allocation of funding for the benefit of low-to-moderate income households and inquired whether or not funding was limited to LMI households.

Response: Based upon the Federal Register Notice, the city was required to allocate 70% of all program funding toward the benefit to low-to-moderate income households. For this reason, the CDBG-DR allocation strategy is specifically targeted to serving the most vulnerable households in the city in order to meet this federal requirement. However, several programs have been developed in order to address the unmet needs of households with incomes above 80% of AML. Programs may be expanded as funding becomes available and/or a waiver is obtained from HUD.

Comment 21:

Comment: One participant inquired whether or not program funding was available for multi-family housing.

Response: The city’s Small Rental Repair Program (SRRP) is limited to structures containing four or less units.

Comment 22:

Comment: Assistance should be made available for people who need help in navigating recovery programs.

Response: The City of Columbia continues to work with FEMA, American Red Cross, Richland-Lexington Counties Long Term Recovery Group (RL-LTRG) and Hearts and Hands organization to ensure that affected citizens receive case management and support in order to effectively navigate all available recovery resources. In addition, the city’s Pre-Award Implementation Plan includes staffing and funding for case management services to be provided for each CDBG-DR housing program.

Comment 23:

Comment: One participant inquired about obtaining information on Richland County’s Action Plan. In addition, the participant wanted to know why the Action Plans for the state county, and city are not the same.

Response: The Richland County Action Plan was made available for public comment on August 26, 2016 and was posted to the county’s website. Any comments should be submitted to the county for review and response.

Although there has been close coordination between governmental agencies, the City of Columbia Action Plan differs from those of the state and Richland County. These differences can be attributed to the separate allocation of dollars to each entity and the requirement to ensure that CDBG-DR funding is specifically tied to the unmet needs of the community.

Comment 24:

Comment: One participant inquired whether or not everyone affected by the storm will be assisted. If not, the participant asked the city to advise those who may not be assisted.

Response: The CDBG-DR allocation of \$19 million is not enough to address approximately \$47.5 million in unmet needs within the community. For this reason, the city had to prioritize assistance to the most vulnerable populations: low-to-moderate income, elderly, and disabled. However, all property owners who may be eligible for assistance should apply for the city’s programs in the event that additional funding should become available or changes to the program are made in order to accommodate a larger pool of applicants. Owners of properties damaged by the storm who may not be assisted are strongly encouraged to avail themselves of other programs such as SBA or HUD 203H loan programs which provide low interest disaster loans. In addition, there are non-profits available such as St. Bernard Project and Hearts and Hands that can provide assistance or direct owners to other available assistance provided by local non-profit organizations.

Comment 25:

Comment: One participant inquired about the necessity to allocate funding for administrative and program delivery costs.

Response: In order to effectively administer CDBG-DR programs, the city must hire additional program staff to process program applications, make eligibility and benefit determinations, and monitor construction. Although the city is permitted 5% for administration and 15% for planning, less than 10% has been allocated for this purpose.

Comment 26:

Comment: Due to the limited funding available, properties in flood prone areas should be prioritized for the buyout program.

Response: The city concurs with this comment. Current eligibility requirements include the location of the property in a floodplain or floodway in order to be eligible for participation in the buyout program.

Comment 27:

Comment: One participant inquired whether or not CDBG-DR are funds available for the replacement of automobiles.

Response: The replacement of automobiles damaged by the storm is not an eligible expense for CDBG-DR funding.

Comment 28:

Comment: One participant inquired about the timeframe for notifying affected households whether or not they will be eligible or receive program funding.

Response: At this time, the city is in the process of applying for FEMA funds and submitting the Action Plan for CDBG-DR funding so it is difficult to estimate the timeframe and the amount of funding that will be available. Based upon the current CDBG-DR Action Plan approval process, it is likely that these dollars will be available for eligible households by the beginning of 2017.

Comment 29:

Comment: One participant inquired about need for assistance with mold remediation due to deteriorating conditions in their home and health issues.

Response: Due to the severity of the situation and immediate health concerns, this applicant was referred to Hearts and Hands (present at the meeting), in order to obtain emergency assistance with mold remediation.

Written Comments

In addition to verbal comments received at public outreach events, there were a total of 6 written responses received from affected homeowners submitted in conjunction with the outreach events. In their written comments each homeowner described the level of damage to their home and the need for assistance.

Comment 30:

Comment: One homeowner specifically stated that the policy making 70% of funding available to LMI households does not address the most impacted areas. In addition, the homeowner also inquired whether or not that the city had considered any lawsuits that may follow as a result of the storm water damage.

Response: The City of Columbia will closely monitor all CDBG-DR programs in order to assess performance in meeting a National Objective and will make modifications to program design where necessary to ensure that homeowners with unmet needs are served to the greatest extent possible. In addition, the city may also consider requesting a HUD waiver to lower the LMI requirement once the needs all affected LMI households have been served and as funding remains available.

At this time, there have not been any lawsuits filed as a result of storm water related damages.

In addition to comments received as part of the city’s outreach efforts, 4 comments were received via the city’s CDBG-DR website or fax.

Comment 31:

Comment: One comment received from a renter expressed interest in the availability of funding for roads, homes and cars with the caveat that citizens of Columbia were also experiencing stress which needed to be addressed by the city.

Response: The City of Columbia is committed to providing assistance to all affected citizens to the greatest extent possible. As such, the city continues to work with FEMA, American Red Cross, Richland-Lexington Counties Long Term Recovery Group (RL-LTRG) and Hearts and Hands organization so that all unmet needs including mental health support is available for all flood victims. In addition, the city’s Pre-Award Implementation Plan includes case management staffing to assist affected households during the CDBG-DR funding process.

Comment 32:

Comment: South Carolina Legal Services (SCLS) commented that the most effective use of program funding is for housing rehabilitation, reconstruction, and buyout. In addition, SCLS recommends the use of funds for the repair or replacement of infrastructure. SCLS also submitted a list of recommendations to be considered during the design of the City of Columbia recovery programs.

Response: The City of Columbia concurs with SCLS that the most effective use of CDBG-DR funding is the restoration of the city’s housing stock that was damaged by the October 2015 flood event. In addition, the city recognizes the need for the repair and replacement of critical infrastructure which was damaged by the flood. At this time, the city intends to use funding from the Federal Emergency Management Agency (FEMA) in order to address these needs. The city also appreciates and will consider the recommendations made by SCLS for the design of the city’s programs.

Comment 33:

Comment: AmeriCorps VISTA submitted a comment requesting to meet with city officials in order to increase resiliency among low income populations

Response: The City of Columbia is committed to improving resiliency for all citizens affected by the October 2015 flood to include the most vulnerable populations. For this reason, the city will be providing reimbursement for home elevation and implementing Green Building Standards in all CDBG-DR programs. The city looks forward to working with AmeriCorps VISTA during the implementation of its CDBG-DR housing programs.

Comment 34:

Comment: An owner of a secondary home that was damaged in the October 2015 flood event has requested that the city utilize Section 6.4 of the Action Plan related to Action Plan Amendments to address the eligibility of the secondary home.

Response: Unfortunately, the Federal Register Notice, effective June 22, 2016, specifically states that properties serving as second homes at the time of the disaster, or following the disaster, are not eligible for rehabilitation assistance, residential incentives, or participation in a CDBG-DR buyout program. "Second homes" are defined in IRS Publication 936 (mortgage interest deductions).

Comment 35:

Comment: One resident of Columbia suggested sidewalk and lighting improvements to Muller Avenue in order to increase the safety of area residents.

Response: While CDBG-DR funding must directly correlate to damages resulting from the October 2015 flood event, the City of Columbia takes all public commentary into account and will consider these public improvements as part of normal city operations.

Comment 36:

Comment: Operation Hope, Inc. requested a letter of support from the city in order to assist families and businesses affected by the October 2015 flood event.

Response: The City of Columbia appreciates the support of all agencies who have supported the city’s flood recovery efforts. As such, the city looks forward to working with Operation HOPE in conjunction with EDA in order to assist affected households and businesses.

The City hosted a public meeting September 14, 2017 at Earlewood Park to introduce the Action Plan Amendment program modifications and budget reallocations and solicit public comments. A notice published in *The State* on September 3, 2017 informed citizens of the meeting and how to register comments. The public comment period ended September 29th. On October 17, 2017 the Community Development Director presented an overview of this Action Plan Amendment and responded to comments from the City Council and general public. Subsequently, the City published a second notice on October 18, 2017 announcing an extended public comment period from October 18 - November 1, 2017.

Comment 37

Comment: One participant inquired about the possibility of there being another amendment added and if adding another amendment would cause a delay in the program process.

Response: The CDBG-DR Program expects that another substantial amendment may be necessary in approximately 12 months; however, the process should not cause any program delays for current applicants.

Comment 38:

Comment: One participant inquired if another amendment needed to be added, could the CDBG-DR Program send out a notice to all applicants informing them of the program’s status.

Response: The CDBG-DR Program will make an effort to notify all current applicants of proposed changes to the Action Plan. All substantial amendments must follow the same citizen participation process as the original Action Plan: an advertisement published in the journal of record, *The State*, will announce the date, place and time of public meetings held to discuss proposed amendments and all notices and amendments will be posted on the CDBG-DR website for 14 days to allow adequate public comment.

Comment 39:

Comment: One participant requested more information regarding what items are covered in the FEMA Hazard Mitigation Grant Program (HMGP).

Response: The City posts monthly updates to all Recovery programs, including HMGP, on its Disaster Recovery website. Eligibility requirements for HMGP are different that the CDBG-DR program and FEMA funds only 75% of the acquisition cost. Action Plan Amendment #1 proposes to leverage \$1 million in CDBG-DR funds to finance the 25% Local Cost Share to assist those homeowners in the HMGP.

Comment 40:

Comment: One participant inquired if this amendment will alter the Columbia Buyout Program and the current participants who have submitted an application.

Response: No program changes are being proposed for the Buyout Program; however, funding is expected to cover only eligible applicants currently in the program.

Comment 41:

Comment: One participant inquired if any of the programs are still accepting applications.

Response: All programs are currently accepting new applications.

Comment 42:

Comment: One participant inquired if the CDBG-DR Program expected to receive 350 Minor Repair Program applications.

Response: Given the current rate of applications in the process, the Minor Repair Program is expected to fund approximately 350 applications.

Written Comments Submitted via the Disaster Recovery Website

Comment 43:

Comment: One participant felt that the program should complete the buyout process before working on an amendment because it has created unnecessary suffering for applicants.

Response: The CDBG-DR process can appear plodding and painfully slow because of the necessary compliance factors. The City is working to improve the pace as much as possible. Some program activities may take longer than anticipated, but we appreciate the patience of all of the applicants.

Comment 44:

Comment: One participant urged the Disaster Recovery Program to include reimbursement to applicants who have already started to repair their homes.

Response: The proposed Action Plan Amendment #1 includes reimbursement of necessary and reasonable expenses for storm related repair costs completed within one year of the October 2015 Flood for the Small Rental Repair and Minor Repair programs.

Comment 45:

Comment: One participant stated that the CDBG-DR Program helps landlords to maintain their property with the funding.

Response: CDBG-DR funds cannot be used for maintenance costs; however, landlords who agree to rent to low-to-moderate income tenants for two years after construction is completed are eligible for up to \$100,000 for the repair of storm related damages to their rental units.

October 4-19, 2018 Public Comment for Action Plan Amendment #3

A notice published in *The State* on October 4, 2018 informed citizens of the 15-day public comment period ending October 19th. No comments were received.

Exhibit C– Revised CDBG-DR Expenditure and Program Projections

Financial Projections (Updated June 2019)

Administration	Year1				Year2				Year3				Year4				Year5				Year6			
Allocation: \$1,307,750	1/2017	4/2017	7/2017	10/2017	1/2018	4/2018	7/2018	10/2018	1/2019	4/2019	7/2019	10/2019	1/2020	4/2020	7/2020	10/2020	1/2021	4/2021	7/2021	10/2021	1/2022	4/2022	7/2022	10/2022
Projected Expenditures	\$37,945	\$140,206	\$168,654	\$319,740	\$468,891	\$684,023	\$744,606	\$968,382	\$981,144	\$1,071,144	\$1,161,144	\$1,251,144	\$1,341,144	\$1,431,144	\$1,521,144	\$1,611,144	\$1,701,144	\$1,731,144	\$1,731,144	\$1,731,144	\$1,731,144	\$1,731,144	\$1,731,144	
Quarterly Projection	\$37,945	\$102,261	\$28,448	\$151,086	\$149,151	\$215,133	\$60,583	\$223,776	\$12,761	\$90,000	\$90,000	\$90,000	\$90,000	\$90,000	\$90,000	\$90,000	\$90,000	\$30,000	\$0	\$0	\$0	\$0	\$0	
Actual Expenditure	\$37,945	\$140,206	\$168,654	\$319,740	\$468,891	\$684,023	\$744,606	\$968,382	\$981,144	\$981,144	\$981,144	\$981,144	\$981,144	\$981,144	\$981,144	\$981,144	\$981,144	\$981,144	\$981,144	\$981,144	\$981,144	\$981,144	\$981,144	
Actual Quarterly Expend (from QPRs)	\$37,945	\$102,261	\$28,448	\$151,086	\$149,151	\$215,133	\$60,583	\$223,776	\$12,761															

Planning	Year1				Year2				Year3				Year4				Year5				Year6			
Allocation: \$9,923,500	1/2017	4/2017	7/2017	10/2017	1/2018	4/2018	7/2018	10/2018	1/2019	4/2019	7/2019	10/2019	1/2020	4/2020	7/2020	10/2020	1/2021	4/2021	7/2021	10/2021	1/2022	4/2022	7/2022	10/2022
Projected Expenditures	\$0	\$119,699	\$119,699	\$465,559	\$465,559	\$836,572	\$867,267	\$998,888	\$1,001,036	\$1,057,514	\$1,113,992	\$1,170,470	\$1,223,992	\$1,277,514	\$1,331,036	\$1,384,558	\$1,429,558	\$1,444,558	\$1,444,558	\$1,444,558	\$1,444,558	\$1,444,558	\$1,444,558	
Quarterly Projection	\$0	\$119,699	\$0	\$345,860	\$0	\$371,014	\$30,695	\$131,421	\$2,348	\$56,478	\$56,478	\$56,478	\$53,522	\$53,522	\$53,522	\$53,522	\$46,000	\$15,000	\$0	\$0	\$0	\$0	\$0	
Actual Expenditure	\$0	\$119,699	\$119,699	\$465,559	\$465,559	\$836,572	\$867,267	\$998,888	\$1,001,036	\$1,010,267	\$1,010,267	\$1,010,267	\$1,010,267	\$1,010,267	\$1,010,267	\$1,010,267	\$1,010,267	\$1,010,267	\$1,010,267	\$1,010,267	\$1,010,267	\$1,010,267	\$1,010,267	
Actual Quarterly Expend (from QPRs)		\$119,699	\$0	\$345,860	\$0	\$371,014	\$30,695	\$131,421	\$2,348	\$56,231														
Homeowner Assistance Program	Year1				Year2				Year3				Year4				Year5				Year6			
Allocation: \$2,980,000	1/2017	4/2017	7/2017	10/2017	1/2018	4/2018	7/2018	10/2018	1/2019	4/2019	7/2019	10/2019	1/2020	4/2020	7/2020	10/2020	1/2021	4/2021	7/2021	10/2021	1/2022	4/2022	7/2022	10/2022
Projected Expenditures	\$0	\$0	\$0	\$0	\$0	\$90,545	\$105,162	\$355,759	\$355,759	\$625,851	\$1,046,808	\$1,590,436	\$2,698,137	\$3,445,608	\$4,249,562	\$5,013,138	\$5,209,864	\$5,209,864	\$5,209,864	\$5,209,864	\$5,209,864	\$5,209,864	\$5,209,864	
Quarterly Projection	\$0	\$0	\$0	\$0	\$0	\$90,545	\$14,638	\$250,597	\$0	\$270,092	\$420,998	\$543,628	\$1,107,702	\$747,471	\$803,955	\$763,576	\$196,727	\$0	\$0	\$0	\$0	\$0	\$0	
Actual Expenditure	\$0	\$0	\$0	\$0	\$0	\$90,545	\$105,162	\$355,759	\$355,759	\$494,248	\$494,248	\$494,248	\$494,248	\$494,248	\$494,248	\$494,248	\$494,248	\$494,248	\$494,248	\$494,248	\$494,248	\$494,248	\$494,248	
Actual Quarterly Expend (from QPRs)						\$90,545	\$14,638	\$250,597	\$0	\$138,469														
Homeowner Buyout Program	Year1				Year2				Year3				Year4				Year5				Year6			
Allocation: \$0	1/2017	4/2017	7/2017	10/2017	1/2018	4/2018	7/2018	10/2018	1/2019	4/2019	7/2019	10/2019	1/2020	4/2020	7/2020	10/2020	1/2021	4/2021	7/2021	10/2021	1/2022	4/2022	7/2022	10/2022
Projected Expenditures	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
Quarterly Projection	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
Actual Expenditure	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
Actual Quarterly Expend (from QPRs)																								
Small Rental Repair Program	Year1				Year2				Year3				Year4				Year5				Year6			
Allocation: \$3,000,000	1/2017	4/2017	7/2017	10/2017	1/2018	4/2018	7/2018	10/2018	1/2019	4/2019	7/2019	10/2019	1/2020	4/2020	7/2020	10/2020	1/2021	4/2021	7/2021	10/2021	1/2022	4/2022	7/2022	10/2022
Projected Expenditures	\$0	\$0	\$0	\$0	\$0	\$296,594	\$300,494	\$336,502	\$336,502	\$464,235	\$563,137	\$639,617	\$799,322	\$1,224,892	\$1,520,221	\$1,807,615	\$2,052,632	\$2,052,632	\$2,052,632	\$2,052,632	\$2,052,632	\$2,052,632	\$2,052,632	
Quarterly Projection	\$0	\$0	\$0	\$0	\$0	\$296,594	\$3,900	\$36,008	\$0	\$127,733	\$98,801	\$76,480	\$159,705	\$425,571	\$295,329	\$287,394	\$246,017	\$0	\$0	\$0	\$0	\$0	\$0	
Actual Expenditure	\$0	\$0	\$0	\$0	\$0	\$296,594	\$300,494	\$336,502	\$336,502	\$393,504	\$393,504	\$393,504	\$393,504	\$393,504	\$393,504	\$393,504	\$393,504	\$393,504	\$393,504	\$393,504	\$393,504	\$393,504	\$393,504	
Actual Quarterly Expend (from QPRs)						\$296,594	\$3,900	\$36,008	\$0	\$57,002														
Elevation Reimbursement Program	Year1				Year2				Year3				Year4				Year5				Year6			
Allocation: \$120,000	1/2017	4/2017	7/2017	10/2017	1/2018	4/2018	7/2018	10/2018	1/2019	4/2019	7/2019	10/2019	1/2020	4/2020	7/2020	10/2020	1/2021	4/2021	7/2021	10/2021	1/2022	4/2022	7/2022	10/2022
Projected Expenditures	\$0	\$0	\$0	\$0	\$0	\$12,576	\$56,006	\$80,446	\$80,446	\$96,185	\$91,924	\$91,924	\$91,924	\$91,924	\$91,924	\$91,924	\$91,924	\$91,924	\$91,924	\$91,924	\$91,924	\$91,924	\$91,924	
Quarterly Projection	\$0	\$0	\$0	\$0	\$0	\$12,576	\$43,430	\$24,440	\$0	\$5,739	\$5,739	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
Actual Expenditure	\$0	\$0	\$0	\$0	\$0	\$12,576	\$56,006	\$80,446	\$80,446	\$81,430	\$81,430	\$81,430	\$81,430	\$81,430	\$81,430	\$81,430	\$81,430	\$81,430	\$81,430	\$81,430	\$81,430	\$81,430	\$81,430	
Actual Quarterly Expend (from QPRs)						\$12,576	\$43,430	\$24,440	\$0	\$884														
Minor Repair Program	Year1				Year2				Year3				Year4				Year5				Year6			
Allocation: \$4,962,750	1/2017	4/2017	7/2017	10/2017	1/2018	4/2018	7/2018	10/2018	1/2019	4/2019	7/2019	10/2019	1/2020	4/2020	7/2020	10/2020	1/2021	4/2021	7/2021	10/2021	1/2022	4/2022	7/2022	10/2022
Projected Expenditures	\$0	\$0	\$0	\$0	\$0	\$790,273	\$811,338	\$1,005,769	\$1,152,172	\$1,644,263	\$2,116,780	\$2,693,724	\$4,013,160	\$5,446,532	\$6,460,086	\$7,227,927	\$7,574,116	\$7,615,756	\$7,615,756	\$7,615,756	\$7,615,756	\$7,615,756	\$7,615,756	
Quarterly Projection	\$0	\$0	\$0	\$0	\$0	\$790,273	\$21,046	\$194,471	\$146,383	\$492,091	\$472,516	\$576,944	\$1,319,436	\$1,433,373	\$1,003,554	\$777,841	\$346,190	\$41,639	\$0	\$0	\$0	\$0	\$0	
Actual Expenditure	\$0	\$0	\$0	\$0	\$0	\$790,273	\$811,338	\$1,005,769	\$146,383	\$1,410,252	\$1,410,252	\$1,410,252	\$1,410,252	\$1,410,252	\$1,410,252	\$1,410,252	\$1,410,252	\$1,410,252	\$1,410,252	\$1,410,252	\$1,410,252	\$1,410,252	\$1,410,252	
Actual Quarterly Expend (from QPRs)						\$790,273	\$21,046	\$194,471	\$146,383	\$258,079														
Small Business Assistance Program	Year1				Year2				Year3				Year4				Year5				Year6			
Allocation: \$200,000	1/2017	4/2017	7/2017	10/2017	1/2018	4/2018	7/2018	10/2018	1/2019	4/2019	7/2019	10/2019	1/2020	4/2020	7/2020	10/2020	1/2021	4/2021	7/2021	10/2021	1/2022	4/2022	7/2022	10/2022
Projected Expenditures	\$0	\$0	\$0	\$0	\$0	\$9,797	\$102,497	\$104,769	\$104,769	\$110,588	\$116,267	\$116,267	\$116,267	\$116,267	\$116,267	\$116,267	\$116,267	\$116,267	\$116,267	\$116,267	\$116,267	\$116,267	\$116,267	
Quarterly Projection	\$0	\$0	\$0	\$0	\$0	\$9,797	\$92,700	\$2,293	\$0	\$5,739	\$5,739	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
Actual Expenditure	\$0	\$0	\$0	\$0	\$0	\$9,797	\$102,497	\$104,769	\$104,769	\$107,624	\$107,624	\$107,624	\$107,624	\$107,624	\$107,624	\$107,624	\$107,624	\$107,624	\$107,624	\$107,624	\$107,624	\$107,624	\$107,624	
Actual Quarterly Expend (from QPRs)						\$9,797	\$92,700	\$2,293	\$0	\$2,835														
MF Housing	Year1				Year2				Year3				Year4				Year5				Year6			
Allocation: \$3,673,000	1/2017	4/2017	7/2017	10/2017	1/2018	4/2018	7/2018	10/2018	1/2019	4/2019	7/2019	10/2019	1/2020	4/2020	7/2020	10/2020	1/2021	4/2021	7/2021	10/2021	1/2022	4/2022	7/2022	10/2022
Projected Expenditures	\$0	\$0	\$0	\$0	\$0	\$5,775	\$6,910	\$197,711	\$201,211	\$212,689	\$224,167	\$580,473	\$933,823	\$1,267,173	\$1,799,731	\$1,967,461	\$2,126,669	\$2,285,877	\$2,445,085	\$2,604,293	\$2,763,501	\$2,922,710	\$2,922,710	
Quarterly Projection	\$0	\$0	\$0	\$0	\$0	\$5,775	\$1,135	\$190,801	\$3,500	\$11,476	\$11,476	\$356,306	\$353,350	\$353,350	\$512,558	\$167,730	\$159,208	\$159,208	\$159,208	\$159,208	\$159,208	\$159,208	\$159,208	
Actual Expenditure	\$0	\$0	\$0	\$0	\$0	\$5,775	\$6,910	\$197,711	\$201,211	\$206,618	\$206,618	\$206,618	\$206,618	\$206,618	\$206,618	\$206,618	\$206,618	\$206,618	\$206,618	\$206,618	\$206,618	\$206,618	\$206,618	
Actual Quarterly Expend (from QPRs)						\$5,775	\$1,135	\$190,801	\$3,500	\$5,607														
Canal Head Gates	Year1				Year2				Year3				Year4				Year5				Year6			
Allocation: \$4,000,000	1/2017	4/2017	7/2017	10/2017	1/2018	4/2018	7/2018	10/2018	1/2019	4/2019	7/2019	10/2019	1/2020	4/2020	7/2020	10/2020	1/2021							

Performance Projections (Updated June 2019)

Homeowner Assistance Program		Year 1				Year 2				Year 3				Year 4				Year 5				Year 6			
Households: 57		1/2017	4/2017	7/2017	10/2017	1/2018	4/2018	7/2018	10/2018	1/2019	4/2019	7/2019	10/2019	1/2020	4/2020	7/2020	10/2020	1/2021	4/2021	7/2021	10/2021	1/2022	4/2022	7/2022	10/2022
Projected Units		0	0	0	0	0	0	0	0	0	0	7	3	8	15	7	13	4	57	57	57	57	57	57	57
# of Housing Units (Quarterly Projection)		0	0	0	0	0	0	0	0	0	0	1	3	8	15	7	13	4							
Actual Units		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
# of Housing Units (Populated from QPR Reporting)																									

Homeowner Buyout Program		Year 1				Year 2				Year 3				Year 4				Year 5				Year 6			
Households: 0		1/2017	4/2017	7/2017	10/2017	1/2018	4/2018	7/2018	10/2018	1/2019	4/2019	7/2019	10/2019	1/2020	4/2020	7/2020	10/2020	1/2021	4/2021	7/2021	10/2021	1/2022	4/2022	7/2022	10/2022
Projected Units		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
# of Housing Units (Quarterly Projection)		0	0	0	0	0	0	0	0					0	0	0	0	0	0	0	0	0	0	0	0
Actual Units		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
# of Housing Units (Populated from QPR Reporting)																									

Small Rental Repair Program		Year 1				Year 2				Year 3				Year 4				Year 5				Year 6			
Households: 36		1/2017	4/2017	7/2017	10/2017	1/2018	4/2018	7/2018	10/2018	1/2019	4/2019	7/2019	10/2019	1/2020	4/2020	7/2020	10/2020	1/2021	4/2021	7/2021	10/2021	1/2022	4/2022	7/2022	10/2022
Projected Units		0	0	0	0	0	0	0	0	0	0	2	0	0	4	11	7	7	5	36	36	36	36	36	36
# of Housing Units (Quarterly Projection)		0	0	0	0	0	0	0	0	4	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Actual Units		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
# of Housing Units (Populated from QPR Reporting)																									

Elevation Reimbursement Program		Year 1				Year 2				Year 3				Year 4				Year 5				Year 6			
Households: 3		1/2017	4/2017	7/2017	10/2017	1/2018	4/2018	7/2018	10/2018	1/2019	4/2019	7/2019	10/2019	1/2020	4/2020	7/2020	10/2020	1/2021	4/2021	7/2021	10/2021	1/2022	4/2022	7/2022	10/2022
Projected Units		0	0	0	0	0	0	1	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3
# of Housing Units (Quarterly Projection)		0	0	0	0	0	0	1	2																
Actual Units		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
# of Housing Units (Populated from QPR Reporting)																									

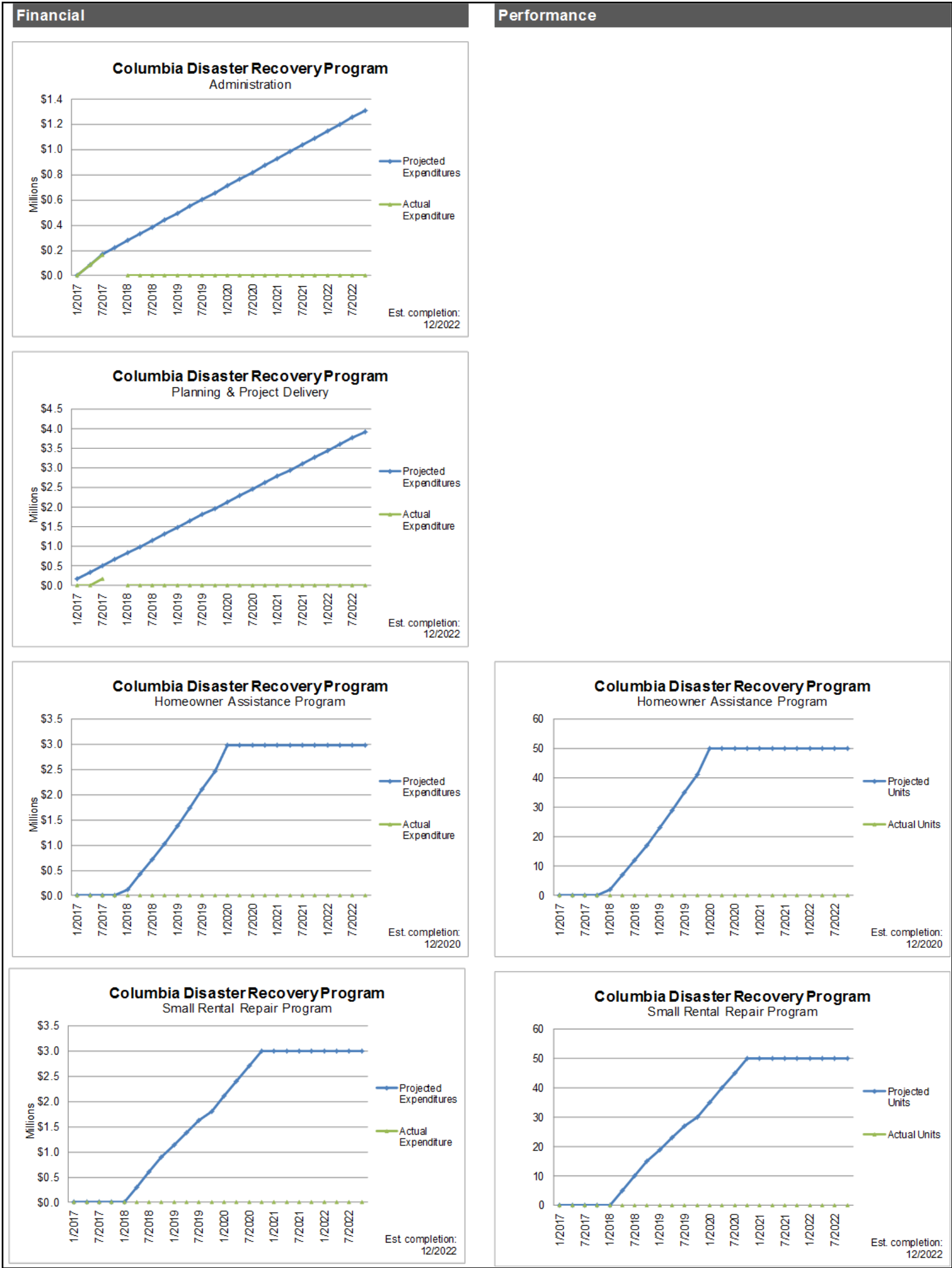
Minor Repair Program		Year 1				Year 2				Year 3				Year 4				Year 5				Year 6			
Households: 142		1/2017	4/2017	7/2017	10/2017	1/2018	4/2018	7/2018	10/2018	1/2019	4/2019	7/2019	10/2019	1/2020	4/2020	7/2020	10/2020	1/2021	4/2021	7/2021	10/2021	1/2022	4/2022	7/2022	10/2022
Projected Units		0	0	0	0	0	0	0	0	0	0	15	1	10	30	37	33	11	5	142	142	142	142	142	142
# of Housing Units (Quarterly Projection)		0	0	0	0	0	0	0	0	0	0	4	5	10	10	20	20	20	20	20	20	7	0	0	0
Actual Units		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
# of Housing Units (Populated from QPR Reporting)																									

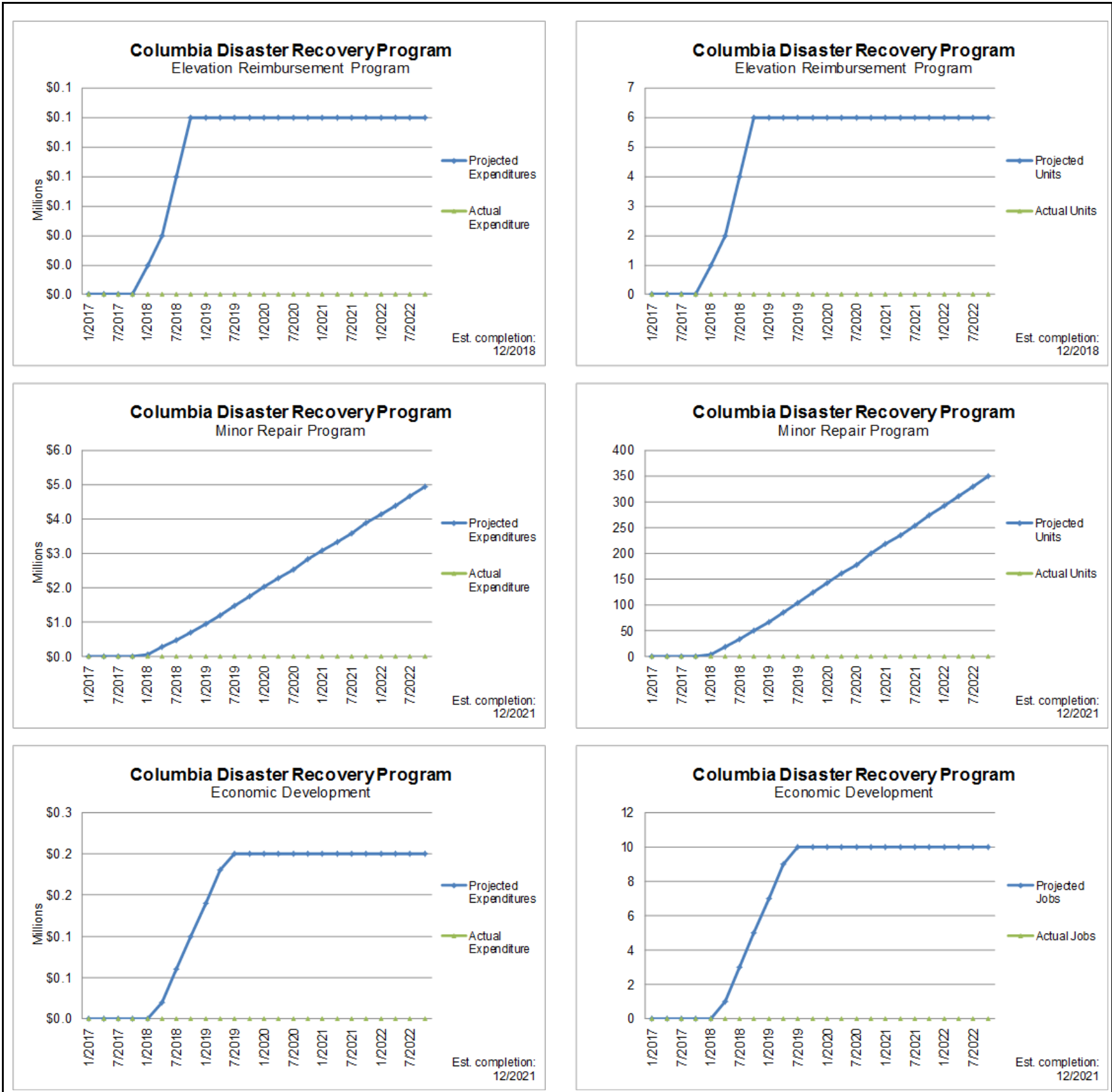
Small Business Assistance Program		Year 1				Year 2				Year 3				Year 4				Year 5				Year 6			
Jobs: 8		1/2017	4/2017	7/2017	10/2017	1/2018	4/2018	7/2018	10/2018	1/2019	4/2019	7/2019	10/2019	1/2020	4/2020	7/2020	10/2020	1/2021	4/2021	7/2021	10/2021	1/2022	4/2022	7/2022	10/2022
Projected Jobs		0	0	0	0	0	1	3	4	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8
# of Jobs Created/Retained (Quarterly Projection)						0	1	2	2	3	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Actual Jobs		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
# of Permanent Jobs Created																									
# of Permanent Jobs Retained																									

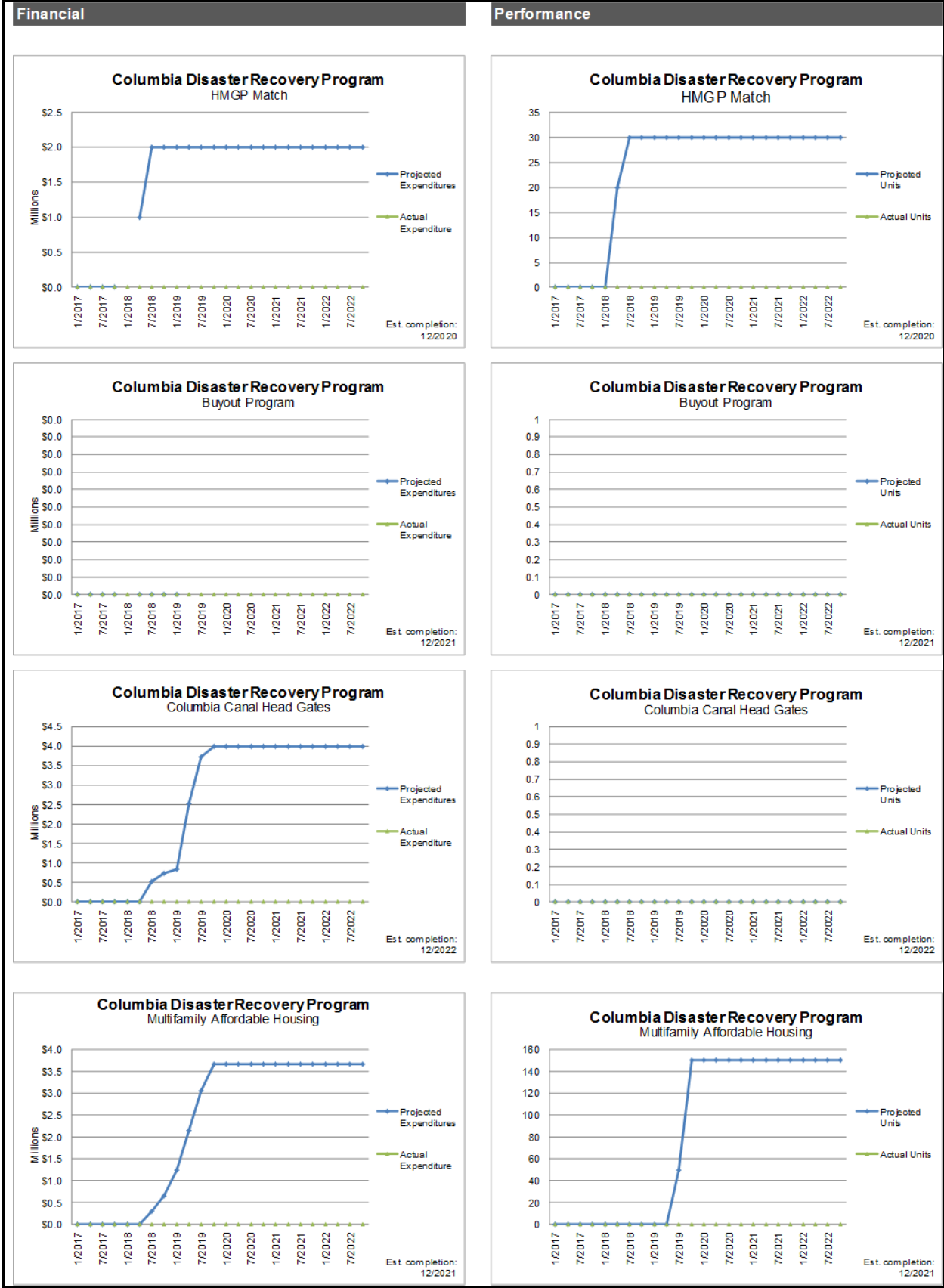
MF Housing		Year 1				Year 2				Year 3				Year 4				Year 5				Year 6			
Households: 2		1/2017	4/2017	7/2017	10/2017	1/2018	4/2018	7/2018	10/2018	1/2019	4/2019	7/2019	10/2019	1/2020	4/2020	7/2020	10/2020	1/2021	4/2021	7/2021	10/2021	1/2022	4/2022	7/2022	10/2022
Projected Units		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1	0	0	0	0	0	0	0	1
# of Housing Units (Quarterly Projection)		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Actual Units		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
# of Housing Units (Populated from QPR Reporting)																									

Canal Head Gates		Year 1				Year 2				Year 3				Year 4				Year 5				Year 6			
Households: 55,725		1/2017	4/2017	7/2017	10/2017	1/2018	4/2018	7/2018	10/2018	1/2019	4/2019	7/2019	10/2019	1/2020	4/2020	7/2020	10/2020	1/2021	4/2021	7/2021	10/2021	1/2022	4/2022	7/2022	10/2022
Projected Units		0	0	0	0	0	0	0	0	0	0	0	55,725	55,725	55,725	55,725	55,725	55,725	55,725	55,725	55,725	55,725	55,725	55,725	55,725
# of Housing Units (Quarterly Projection)		0	0	0	0	0							55,725				0								
Actual Units		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
# of Housing Units (Populated from QPR Reporting)																									

HMGP		Year 1				Year 2				Year 3				Year 4				Year 5				Year 6			
Households: 22		1/2017	4/2017	7/2017	10/2017	1/2018	4/2018	7/2018	10/2018	1/2019	4/2019	7/2019	10/2019	1/2020	4/2020	7/2020	10/2020	1/2021	4/2021	7/2021	10/2021	1/2022	4/2022	7/2022	10/2022
Projected Units		0	0	0	0	0	0	0	0	0	0	0	22	22	22	22	22	22	22	22	22	22	22	22	22
# of Housing Units (Quarterly Projection)		0	0	0	0	0	0	0	10	10	0	2	0	0	0	0	0	0	0	0	0	0	0	0	0
Actual Units		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
# of Housing Units (Populated from QPR Reporting)																									







Financial Projections (Updated JULY 2019)

Administration	Year 1				Year 2				Year 3				Year 4				Year 5				Year 6			
Allocation: \$1,307,750	1/2017	4/2017	7/2017	10/2017	1/2018	4/2018	7/2018	10/2018	1/2019	4/2019	7/2019	10/2019	1/2020	4/2020	7/2020	10/2020	1/2021	4/2021	7/2021	10/2021	1/2022	4/2022	7/2022	10/2022
Projected Expenditures	\$0	\$86,235	\$86,235	\$280,020	\$350,654	\$414,517	\$558,616	\$697,298	\$795,103	\$861,454	\$973,028	\$1,084,602	\$1,196,176	\$1,307,750	\$1,307,750	\$1,307,750	\$1,307,750	\$1,307,750	\$1,307,750	\$1,307,750	\$1,307,750	\$1,307,750	\$1,307,750	1,307,750
Quarterly Projection	\$0	\$86,235	\$0	\$193,785	\$70,634	\$63,863	\$144,099	\$138,682	\$97,805	\$66,352	\$111,574	\$111,574	\$111,574	\$111,574	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	0
Actual Expenditure	\$0	\$86,235	\$86,235	\$280,020	\$350,654	\$414,517	\$558,616	\$697,298	\$795,103	\$861,454	\$861,454	\$861,454	\$861,454	\$861,454	\$861,454	\$861,454	\$861,454	\$861,454	\$861,454	\$861,454	\$861,454	\$861,454	\$861,454	861,454
Actual Quarterly Expend (from QPRs)	\$0	\$86,235	\$0	\$193,785	\$70,634	\$63,863	\$144,099	\$138,682	\$97,805	\$66,352														

Planning	Year 1				Year 2				Year 3				Year 4				Year 5				Year 6			
Allocation: \$3,923,500	1/2017	4/2017	7/2017	10/2017	1/2018	4/2018	7/2018	10/2018	1/2019	4/2019	7/2019	10/2019	1/2020	4/2020	7/2020	10/2020	1/2021	4/2021	7/2021	10/2021	1/2022	4/2022	7/2022	10/2022
Projected Expenditures	\$0	\$0	\$0	\$185,021	\$232,563	\$418,693	\$531,514	\$643,756	\$652,939	\$1,060,800	\$1,480,532	\$1,976,580	\$2,472,627	\$2,605,866	\$2,739,104	\$2,872,342	\$3,005,581	\$3,138,819	\$3,272,058	\$3,405,296	\$3,538,535	\$3,671,773	\$3,805,011	3,923,500
Quarterly Projection	\$0	\$0	\$0	\$185,021	\$47,542	\$186,130	\$112,821	\$112,242	\$9,183	\$407,861	\$419,732	\$496,047	\$496,047	\$133,238	\$133,238	\$133,238	\$133,238	\$133,238	\$133,238	\$133,238	\$133,238	\$133,238	\$133,238	118,489
Actual Expenditure	\$0	\$0	\$0	\$185,021	\$232,563	\$418,693	\$531,514	\$643,756	\$652,939	\$1,060,800	\$1,060,800	\$1,060,800	\$1,060,800	\$1,060,800	\$1,060,800	\$1,060,800	\$1,060,800	\$1,060,800	\$1,060,800	\$1,060,800	\$1,060,800	\$1,060,800	\$1,060,800	1,060,800
Actual Quarterly Expend (from QPRs)	\$0	\$0	\$0	\$185,021	\$47,542	\$186,130	\$112,821	\$112,242	\$9,183	\$407,861														

Homeowner Assistance Program	Year 1				Year 2				Year 3				Year 4				Year 5				Year 6			
Allocation: \$6,218,750	1/2017	4/2017	7/2017	10/2017	1/2018	4/2018	7/2018	10/2018	1/2019	4/2019	7/2019	10/2019	1/2020	4/2020	7/2020	10/2020	1/2021	4/2021	7/2021	10/2021	1/2022	4/2022	7/2022	10/2022
Projected Expenditures	\$0	\$0	\$0	\$0	\$0	\$53,888	\$104,397	\$104,397	\$355,628	\$422,414	\$472,396	\$742,488	\$1,163,641	\$1,656,831	\$2,115,796	\$2,674,761	\$3,113,129	\$3,551,497	\$4,055,088	\$4,610,335	\$5,142,123	\$5,673,911	\$5,998,283	6,218,750
Quarterly Projection	\$0	\$0	\$0	\$0	\$0	\$53,888	\$50,509	\$0	\$251,231	\$66,786	\$49,982	\$270,092	\$421,154	\$403,190	\$458,965	\$558,965	\$438,368	\$438,368	\$503,591	\$555,247	\$531,788	\$531,788	\$324,372	220,467
Actual Expenditure	\$0	\$0	\$0	\$0	\$0	\$53,888	\$104,397	\$104,397	\$355,628	\$422,414	\$422,414	\$422,414	\$422,414	\$422,414	\$422,414	\$422,414	\$422,414	\$422,414	\$422,414	\$422,414	\$422,414	\$422,414	\$422,414	422,414
Actual Quarterly Expend (from QPRs)	\$0	\$0	\$0	\$0	\$0	\$53,888	\$50,509	\$0	\$251,231	\$66,786														

Small Rental Repair Program	Year 1				Year 2				Year 3				Year 4				Year 5				Year 6			
Allocation: \$2,000,000	1/2017	4/2017	7/2017	10/2017	1/2018	4/2018	7/2018	10/2018	1/2019	4/2019	7/2019	10/2019	1/2020	4/2020	7/2020	10/2020	1/2021	4/2021	7/2021	10/2021	1/2022	4/2022	7/2022	10/2022
Projected Expenditures	\$0	\$0	\$0	\$0	\$0	\$129,263	\$159,764	\$159,764	\$195,772	\$223,312	\$248,181	\$375,914	\$474,816	\$551,084	\$664,445	\$1,026,881	\$1,326,340	\$1,653,182	\$1,938,216	\$2,000,000	\$2,000,000	\$2,000,000	\$2,000,000	2,000,000
Quarterly Projection	\$0	\$0	\$0	\$0	\$0	\$129,263	\$30,501	\$0	\$36,008	\$27,540	\$24,869	\$127,733	\$98,901	\$76,268	\$113,361	\$362,437	\$299,459	\$326,842	\$285,034	\$61,784	\$0	\$0	\$0	0
Actual Expenditure	\$0	\$0	\$0	\$0	\$0	\$129,263	\$159,764	\$159,764	\$195,772	\$223,312	\$223,312	\$223,312	\$223,312	\$223,312	\$223,312	\$223,312	\$223,312	\$223,312	\$223,312	\$223,312	\$223,312	\$223,312	\$223,312	223,312
Actual Quarterly Expend (from QPRs)						\$129,263	\$30,501	\$0	\$36,008	\$27,540														

Elevation Reimbursement Program	Year 1				Year 2				Year 3				Year 4				Year 5				Year 6			
Allocation: \$94,000	1/2017	4/2017	7/2017	10/2017	1/2018	4/2018	7/2018	10/2018	1/2019	4/2019	7/2019	10/2019	1/2020	4/2020	7/2020	10/2020	1/2021	4/2021	7/2021	10/2021	1/2022	4/2022	7/2022	10/2022
Projected Expenditures	\$0	\$0	\$0	\$0	\$0	\$8,738	\$18,284	\$58,284	\$81,754	\$82,357	\$88,096	\$94,000	\$94,000	\$94,000	\$94,000	\$94,000	\$94,000	\$94,000	\$94,000	\$94,000	\$94,000	\$94,000	\$94,000	94,000
Quarterly Projection	\$0	\$0	\$0	\$0	\$0	\$8,738	\$9,546	\$40,000	\$23,470	\$603	\$5,739	\$5,904	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	0
Actual Expenditure	\$0	\$0	\$0	\$0	\$0	\$8,738	\$18,284	\$58,284	\$81,754	\$82,357	\$82,357	\$82,357	\$82,357	\$82,357	\$82,357	\$82,357	\$82,357	\$82,357	\$82,357	\$82,357	\$82,357	\$82,357	\$82,357	82,357
Actual Quarterly Expend (from QPRs)						\$8,738	\$9,546	\$40,000	\$23,470	\$603														

Minor Repair Program	Year 1				Year 2				Year 3				Year 4				Year 5				Year 6			
Allocation: \$7,309,450	1/2017	4/2017	7/2017	10/2017	1/2018	4/2018	7/2018	10/2018	1/2019	4/2019	7/2019	10/2019	1/2020	4/2020	7/2020	10/2020	1/2021	4/2021	7/2021	10/2021	1/2022	4/2022	7/2022	10/2022
Projected Expenditures	\$0	\$0	\$0	\$0	\$0	\$626,933	\$811,391	\$811,391	\$1,091,444	\$1,101,444	\$1,701,257	\$1,701,257	\$2,171,770	\$2,720,644	\$3,340,700	\$3,760,757	\$4,398,467	\$5,036,177	\$5,488,789	\$5,941,401	\$6,665,270	\$7,111,460	\$7,287,549	7,309,450
Quarterly Projection	\$0	\$0	\$0	\$0	\$0	\$626,933	\$184,458	\$0	\$280,053	\$10,000	\$999,813	\$470,513	\$548,873	\$520,057	\$520,057	\$637,710	\$637,710	\$452,612	\$452,612	\$723,869	\$446,190	\$176,089	\$21,901	0
Actual Expenditure	\$0	\$0	\$0	\$0	\$0	\$626,933	\$811,391	\$811,391	\$146,383	\$1,101,444	\$1,101,444	\$1,101,444	\$1,101,444	\$1,101,444	\$1,101,444	\$1,101,444	\$1,101,444	\$1,101,444	\$1,101,444	\$1,101,444	\$1,101,444	\$1,101,444	\$1,101,444	1,101,444
Actual Quarterly Expend (from QPRs)						\$626,933	\$184,458	\$0	\$280,053	\$10,000	\$0													

Small Business Assistance Program	Year 1				Year 2				Year 3				Year 4				Year 5				Year 6			
Allocation: \$115,000	1/2017	4/2017	7/2017	10/2017	1/2018	4/2018	7/2018	10/2018	1/2019	4/2019	7/2019	10/2019	1/2020	4/2020	7/2020	10/2020	1/2021	4/2021	7/2021	10/2021	1/2022	4/2022	7/2022	10/2022
Projected Expenditures	\$0	\$0	\$0	\$0	\$0	\$3,294	\$11,556	\$99,856	\$102,149	\$104,984	\$108,984	\$115,000	\$115,000	\$115,000	\$115,000	\$115,000	\$115,000	\$115,000	\$115,000	\$115,000	\$115,000	\$115,000	\$115,000	115,000
Quarterly Projection	\$0	\$0	\$0	\$0	\$0	\$3,294	\$8,262	\$88,300	\$2,293	\$2,835	\$4,000	\$6,016	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	0
Actual Expenditure	\$0	\$0	\$0	\$0	\$0	\$3,294	\$11,556	\$99,856	\$102,149	\$104,984	\$104,984	\$104,984	\$104,984	\$104,984	\$104,984	\$104,984	\$104,984	\$104,984	\$104,984	\$104,984	\$104,984	\$104,984	\$104,984	104,984
Actual Quarterly Expend (from QPRs)						\$3,294	\$8,262	\$88,300	\$2,293	\$2,835														

MF Housing	Year 1				Year 2				Year 3				Year 4				Year 5				Year 6			
Allocation: \$3,671,000	1/2017	4/2017	7/2017	10/2017	1/2018	4/2018	7/2018	10/2018	1/2019	4/2019	7/2019	10/2019	1/2020	4/2020	7/2020	10/2020	1/2021	4/2021	7/2021	10/2021	1/2022	4/2022	7/2022	10/2022
Projected Expenditures	\$0	\$0	\$0	\$0	\$0	\$0	\$6,910	\$6,910	\$38,133	\$39,955	\$51,433	\$507,739	\$961,089	\$1,414,439	\$2,026,997	\$2,294,727	\$2,553,935	\$2,763,143	\$2,972,352	\$3,179,850	\$3,339,058	\$3,498,266	\$3,671,000	3,671,000
Quarterly Projection	\$0	\$0	\$0	\$0	\$0	\$0	\$6,910	\$0	\$31,223	\$1,822	\$11,478	\$456,306	\$453,350	\$453,350	\$612,558	\$267,730	\$259,208	\$209,208	\$209,208	\$207,408	\$159,208	\$159,208	\$172,734	
Actual Expenditure	\$0	\$0	\$0	\$0	\$0	\$0	\$6,910	\$0	\$38,133	\$39,955	\$39,955	\$39,955	\$39,955	\$39,955	\$39,955	\$39,955	\$39,955	\$39,955	\$39,955	\$39,955	\$39,955	\$39,955	\$39,955	39,955
Actual Quarterly Expend (from QPRs)							\$6,910	\$0	\$31,223	\$1,822														

Financial Projections (continued)

Canal Head Gates	Year 1				Year 2				Year 3				Year 4				Year 5				Year 6			
	1/2017	4/2017	7/2017	10/2017	1/2018	4/2018	7/2018	10/2018	1/2019	4/2019	7/2019	10/2019	1/2020	4/2020	7/2020	10/2020	1/2021	4/2021	7/2021	10/2021	1/2022	4/2022	7/2022	10/2022
Allocation: \$ 15,550																								
Projected Expenditures	\$0	\$0	\$0	\$0	\$0	\$0	\$10,562	\$10,562	\$13,467	\$15,550	\$15,550	\$15,550	\$15,550	\$15,550	\$15,550	\$15,550	\$15,550	\$15,550	\$15,550	\$15,550	\$15,550	\$15,550	\$15,550	\$15,550
Quarterly Projection	\$0	\$0	\$0	\$0	\$0	\$0	\$10,562	\$0	\$2,905	\$2,083	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Actual Expenditure	\$0	\$0	\$0	\$0	\$0	\$0	\$10,562	\$10,562	\$13,467	\$15,550	\$15,550	\$15,550	\$15,550	\$15,550	\$15,550	\$15,550	\$15,550	\$15,550	\$15,550	\$15,550	\$15,550	\$15,550	\$15,550	\$15,550
Actual Quarterly Expend (from QPRs)						\$0	\$10,562	\$0	\$2,905	\$2,083														

Buyout/HMGP Match Urg. Need	Year 1				Year 2				Year 3				Year 4				Year 5				Year 6			
	1/2017	4/2017	7/2017	10/2017	1/2018	4/2018	7/2018	10/2018	1/2019	4/2019	7/2019	10/2019	1/2020	4/2020	7/2020	10/2020	1/2021	4/2021	7/2021	10/2021	1/2022	4/2022	7/2022	10/2022
Allocation: \$1,500,000																								
Projected Expenditures	\$0	\$0	\$0	\$5,100	\$6,600	\$53,388	\$75,244	\$190,563	\$778,765	\$864,203	\$942,898	\$971,593	\$1,208,313	\$1,306,618	\$1,387,923	\$1,473,848	\$1,500,000	\$1,500,000	\$1,500,000	\$1,500,000	\$1,500,000	\$1,500,000	\$1,500,000	\$1,500,000
Quarterly Projection	\$0	\$0	\$0	\$5,100	\$1,500	\$46,788	\$21,856	\$115,319	\$588,202	\$85,438	\$78,695	\$28,695	\$236,720	\$98,305	\$81,305	\$85,925	\$26,152	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Actual Expenditure	\$0	\$0	\$0	\$5,100	\$6,600	\$53,388	\$75,244	\$190,563	\$778,765	\$864,203	\$864,203	\$864,203	\$864,203	\$864,203	\$864,203	\$864,203	\$864,203	\$864,203	\$864,203	\$864,203	\$864,203	\$864,203	\$864,203	\$864,203
Actual Quarterly Expend (from QPRs)			\$0	\$5,100	\$1,500	\$46,788	\$21,856	\$115,319	\$588,202	\$85,438														

Total Expenditures	Year 1				Year 2				Year 3				Year 4				Year 5				Year 6			
	1/2017	4/2017	7/2017	10/2017	1/2018	4/2018	7/2018	10/2018	1/2019	4/2019	7/2019	10/2019	1/2020	4/2020	7/2020	10/2020	1/2021	4/2021	7/2021	10/2021	1/2022	4/2022	7/2022	10/2022
Allocation: \$28,155,000																								
Projected Expenditures	\$0	\$86,235	\$86,235	\$470,141	\$589,817	\$1,708,714	\$2,288,238	\$2,782,781	\$4,105,154	\$4,776,473	\$6,082,356	\$7,490,734	\$8,872,983	\$11,787,782	\$13,707,266	\$15,635,618	\$17,429,753	\$19,175,119	\$20,758,803	\$22,169,183	\$23,717,286	\$24,987,710	\$25,794,145	\$26,155,000
Quarterly Projection	\$0	\$86,235	\$0	\$383,906	\$119,676	\$1,118,897	\$579,524	\$494,543	\$1,322,373	\$671,320	\$1,305,883	\$1,972,881	\$2,288,260	\$1,914,798	\$1,919,484	\$1,928,352	\$1,794,135	\$1,745,366	\$1,583,684	\$1,410,380	\$1,548,103	\$1,270,424	\$806,434	\$338,955
Actual Expenditure	\$0	\$86,235	\$86,235	\$470,141	\$589,817	\$1,708,714	\$2,288,239	\$2,782,782	\$4,105,154	\$4,776,473	\$4,776,473	\$4,776,473	\$4,776,473	\$4,776,473	\$4,776,473	\$4,776,473	\$4,776,473	\$4,776,473	\$4,776,473	\$4,776,473	\$4,776,473	\$4,776,473	\$4,776,473	\$4,776,473
Actual Quarterly Expend (from QPRs)		\$86,235	\$0	\$383,906	\$119,676	\$1,118,897	\$579,525	\$494,543	\$1,322,373	\$671,319	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0

Performance Projections (Updated JULY 2019)

Homeowner Assistance Program		Year 1				Year 2				Year 3				Year 4				Year 5				Year 6			
Households: 59		1/2017	4/2017	7/2017	10/2017	1/2018	4/2018	7/2018	10/2018	1/2019	4/2019	7/2019	10/2019	1/2020	4/2020	7/2020	10/2020	1/2021	4/2021	7/2021	10/2021	1/2022	4/2022	7/2022	10/2022
Projected Units		0	0	0	0	0	0	0	0	0	0	3	9	17	32	39	52	56	59	59	59	59	59	59	59
# of Housing Units (Quarterly Projection)		0	0	0	0	0	0	0	0	0	0	3	6	8	15	7	13	4	3	0	0	0	0	0	0
Actual Units		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
# of Housing Units (Populated from QPR Reporting)																									
Small Rental Repair Program		Year 1				Year 2				Year 3				Year 4				Year 5				Year 6			
Households: 36		1/2017	4/2017	7/2017	10/2017	1/2018	4/2018	7/2018	10/2018	1/2019	4/2019	7/2019	10/2019	1/2020	4/2020	7/2020	10/2020	1/2021	4/2021	7/2021	10/2021	1/2022	4/2022	7/2022	10/2022
Projected Units		0	0	0	0	0	0	0	0	0	0	1	2	2	6	17	24	27	31	36	36	36	36	36	36
# of Housing Units (Quarterly Projection)		0	0	0	0	0	0	0	0	0	0	1	1	0	4	11	7	3	4	5	0	0	0	0	0
Actual Units		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
# of Housing Units (Populated from QPR Reporting)		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Elevation Reimbursement Program		Year 1				Year 2				Year 3				Year 4				Year 5				Year 6			
Households: 3		1/2017	4/2017	7/2017	10/2017	1/2018	4/2018	7/2018	10/2018	1/2019	4/2019	7/2019	10/2019	1/2020	4/2020	7/2020	10/2020	1/2021	4/2021	7/2021	10/2021	1/2022	4/2022	7/2022	10/2022
Projected Units		0	0	0	0	0	2	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3
# of Housing Units (Quarterly Projection)		0	0	0	0	0	2	1	0																
Actual Units		0	0	0	0	0	2	3	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
# of Housing Units (Populated from QPR Reporting)		0	0	0	0	0	2	1		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Minor Repair Program		Year 1				Year 2				Year 3				Year 4				Year 5				Year 6			
Households: 137		1/2017	4/2017	7/2017	10/2017	1/2018	4/2018	7/2018	10/2018	1/2019	4/2019	7/2019	10/2019	1/2020	4/2020	7/2020	10/2020	1/2021	4/2021	7/2021	10/2021	1/2022	4/2022	7/2022	10/2022
Projected Units		0	0	0	0	0	0	0	0	0	1	7	12	22	71	98	121	132	137	137	137	137	137	137	137
# of Housing Units (Quarterly Projection)		0	0	0	0	0	0	0	0	0	1	6	5	10	49	27	23	11	5	0	0	0	0	0	0
Actual Units		0	0	0	0	0	0	0	0	0	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
# of Housing Units (Populated from QPR Reporting)		0	0	0	0	0	0	0	0	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Small Business Assistance Program		Year 1				Year 2				Year 3				Year 4				Year 5				Year 6			
Jobs:10		1/2017	4/2017	7/2017	10/2017	1/2018	4/2018	7/2018	10/2018	1/2019	4/2019	7/2019	10/2019	1/2020	4/2020	7/2020	10/2020	1/2021	4/2021	7/2021	10/2021	1/2022	4/2022	7/2022	10/2022
Projected Jobs		0	0	0	0	0	0	0	0	0	0	0	1	3	5	7	9	10	10	10	10	10	10	10	10
# of Jobs Created/Retained (Quarterly Projection)		0	0	0	0	0	0	0	0	0	0	0	1	2	2	2	2	1	0	0	0	0	0	0	0
Actual Jobs		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
# of Permanent Jobs Created																									
# of Permanent Jobs Retained																									
MF Housing		Year 1				Year 2				Year 3				Year 4				Year 5				Year 6			
Households: 195		1/2017	4/2017	7/2017	10/2017	1/2018	4/2018	7/2018	10/2018	1/2019	4/2019	7/2019	10/2019	1/2020	4/2020	7/2020	10/2020	1/2021	4/2021	7/2021	10/2021	1/2022	4/2022	7/2022	10/2022
Projected Units		0	0	0	0	0	0	0	0	0	0	0	0	87	87	87	145	145	145	145	195	195	195	195	195
# of Housing Units (Quarterly Projection)		0	0	0	0	0	0	0	0	0	0	0	0	87	0	0	58	0	0	0	50	0	0	0	0
Actual Units		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
# of Housing Units (Populated from QPR Reporting)		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
HMGP		Year 1				Year 2				Year 3				Year 4				Year 5				Year 6			
Households: 22		1/2017	4/2017	7/2017	10/2017	1/2018	4/2018	7/2018	10/2018	1/2019	4/2019	7/2019	10/2019	1/2020	4/2020	7/2020	10/2020	1/2021	4/2021	7/2021	10/2021	1/2022	4/2022	7/2022	10/2022
Projected Units		0	0	0	0	0	0	0	0	0	0	0	22	22	22	22	22	22	22	22	22	22	22	22	22
# of Housing Units (Quarterly Projection)		0	0	0	0	0	0	0	0	0	0	0	22	0	0	0	0	0	0	0	0	0	0	0	0
Actual Units		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
# of Housing Units (Populated from QPR Reporting)		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0

CDBG-DR EXPENDITURES 263 Updated 5/7/2019							
JL#/Activity #	Activity Name	Total Funding	Activity Delivery 15%	Activity Delivery Expended	Total Program Funds Expended	Activity Balance Remaining	*Funds Reimbursed from HUD
9107402017	CHAP	\$ 2,980,000.00	\$ 447,000.00	\$ 351,846.66	\$ 142,401.00	\$ 2,485,752.34	\$ 422,413.86
9107404017	Small Rental Repair Program (SRRP)LMI	\$ 3,000,000.00	\$ 450,000.00	\$ 375,223.96	\$ 18,280.00	\$ 2,606,496.04	\$ 223,311.55
9107405017	Elevation Reimbursement Program (ERP)LMI	\$ 28,119.11	\$ 4,217.87	\$ 7,434.11	\$ 20,685.00	\$ -	\$ 19,831.91
9107401017	Small Business Disaster Recovery Program (SBD RP)	\$ 200,000.00	\$ 30,000.00	\$ 27,624.22	\$ 80,000.00	\$ 92,375.78	\$ 104,984.22
9107910017	Minor Repair Program (MRP) Urgent Need	\$ 1,238,187.00	\$ 185,728.05	\$ -	\$ -	\$ 1,238,187.00	\$ -
9107080116/117	Administration	\$ 1,307,750.00	\$ -	\$ -	\$ 927,014.07	\$ 380,735.93	\$ 861,454.54
9107080017	Planning	\$ 3,923,250.00	\$ -	\$ -	\$ 1,010,266.94	\$ 2,912,983.06	\$ 1,060,799.90
9107409017	Elevation Reimbursment Program-(ERP)Urgent Need	\$ 100,000.00	\$ 15,000.00	\$ 12,040.99	\$ 41,270.00	\$ 46,689.01	\$ 62,525.00
9107901017	Multi-Family Affordable Housing Fund (MAHF) LMI	\$ 3,671,000.00	\$ 550,650.00	\$ 43,740.00	\$ 163,078.00	\$ 3,464,182.00	\$ 39,955.00
9107406017	Minor Repair Program (MRP)LMI	\$ 3,714,813.00	\$ 557,221.95	\$ 1,190,825.00	\$ 219,427.00	\$ 2,304,561.00	\$ 1,101,444.04
9107902017	Canal Head Gates Project (CHGP) Urgent Need	\$ 4,000,000.00	\$ 600,000.00	\$ 15,550.00	\$ -	\$ 3,984,450.00	\$ 15,550.00
9107408017	Buy-out -Fema Hazard Mitigation (HMGP)Urgent Need	\$ 2,000,000.00	\$ 300,000.00	\$ 116,227.01	\$ 787,479.09	\$ 1,096,293.90	\$ 864,202.61
						\$ -	
	Total	\$ 26,155,000.00	\$ 3,139,817.87	\$ 2,140,511.95	\$ 3,409,901.10	\$ 20,604,586.95	\$ 4,776,472.63

TOTAL CDBG DR EXPENDED \$ 5,550,413.05

Action Plan Projections, REVISED AUGUST 2019

Financial Projections

Administration	Year 1				Year 2			
Allocation: \$999,450	1/2017	4/2017	7/2017	10/2017	1/2018	4/2018	7/2018	10/2018
Projected Expenditures	\$70,000	\$130,000	\$168,470	\$206,940	\$245,410	\$283,880	\$322,350	\$360,820
Quarterly Projection	\$70,000	\$60,000	\$38,470	\$38,470	\$38,470	\$38,470	\$38,470	\$38,470
Actual Expenditure	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Actual Quarterly Expend (from QPRs)								

Planning & Project Delivery	Year 1				Year 2			
Allocation: \$999,450	1/2017	4/2017	7/2017	10/2017	1/2018	4/2018	7/2018	10/2018
Projected Expenditures	\$70,000	\$130,000	\$168,470	\$206,940	\$245,410	\$283,880	\$322,350	\$360,820
Quarterly Projection	\$70,000	\$60,000	\$38,470	\$38,470	\$38,470	\$38,470	\$38,470	\$38,470
Actual Expenditure	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Actual Quarterly Expend (from QPRs)								

Homeowner Assistance Program	Year 1				Year 2			
Allocation: \$3,336,150	1/2017	4/2017	7/2017	10/2017	1/2018	4/2018	7/2018	10/2018
Projected Expenditures	\$400,000	\$800,000	\$1,175,000	\$1,550,000	\$1,900,000	\$2,250,000	\$2,575,000	\$2,900,000
Quarterly Projection	\$400,000	\$400,000	\$375,000	\$375,000	\$350,000	\$350,000	\$325,000	\$325,000
Actual Expenditure	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Actual Quarterly Expend (from QPRs)								

Homeowner Buyout Program	Year 1				Year 2			
Allocation: \$2,000,000	1/2017	4/2017	7/2017	10/2017	1/2018	4/2018	7/2018	10/2018
Projected Expenditures	\$175,000	\$350,000	\$525,000	\$675,000	\$825,000	\$975,000	\$1,115,000	\$1,255,000
Quarterly Projection	\$175,000	\$175,000	\$175,000	\$150,000	\$150,000	\$150,000	\$140,000	\$140,000
Actual Expenditure	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Actual Quarterly Expend (from QPRs)								

Small Rental Repair Program	Year 1				Year 2			
Allocation: \$6,565,270	1/2017	4/2017	7/2017	10/2017	1/2018	4/2018	7/2018	10/2018
Projected Expenditures	\$550,000	\$1,050,000	\$1,550,000	\$2,050,000	\$2,550,000	\$3,050,000	\$3,525,000	\$4,000,000
Quarterly Projection	\$550,000	\$500,000	\$500,000	\$500,000	\$500,000	\$500,000	\$475,000	\$475,000
Actual Expenditure	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Actual Quarterly Expend (from QPRs)								

Elevation Reimbursement Program	Year 1				Year 2			
Allocation: \$3,490,000	1/2017	4/2017	7/2017	10/2017	1/2018	4/2018	7/2018	10/2018
Projected Expenditures	\$687,500	\$1,375,000	\$2,062,500	\$2,750,000	\$3,437,500	\$3,455,000	\$3,472,500	\$3,490,000
Quarterly Projection	\$687,500	\$687,500	\$687,500	\$687,500	\$687,500	\$17,500	\$17,500	\$17,500
Actual Expenditure	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Actual Quarterly Expend (from QPRs)								

Minor Repair Program	Year 1				Year 2			
Allocation: \$3,398,680	1/2017	4/2017	7/2017	10/2017	1/2018	4/2018	7/2018	10/2018
Projected Expenditures	\$325,000	\$640,000	\$955,000	\$1,255,000	\$1,555,000	\$1,805,000	\$2,055,000	\$2,280,000
Quarterly Projection	\$325,000	\$315,000	\$315,000	\$300,000	\$300,000	\$250,000	\$250,000	\$225,000
Actual Expenditure	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Actual Quarterly Expend (from QPRs)								

Economic Development	Year 1				Year 2			
Allocation: \$200,000	1/2017	4/2017	7/2017	10/2017	1/2018	4/2018	7/2018	10/2018
Projected Expenditures	\$15,000	\$30,000	\$45,000	\$60,000	\$72,500	\$85,000	\$97,500	\$110,000
Quarterly Projection	\$15,000	\$15,000	\$15,000	\$15,000	\$12,500	\$12,500	\$12,500	\$12,500
Actual Expenditure	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Actual Quarterly Expend (from QPRs)								

Total Expenditures	Year 1				Year 2			
Allocation: \$20,989,000	1/2017	4/2017	7/2017	10/2017	1/2018	4/2018	7/2018	10/2018
Projected Expenditures	\$2,292,500	\$4,505,000	\$6,649,440	\$8,753,880	\$10,830,820	\$12,187,760	\$13,484,700	\$14,756,640
Quarterly Projection	\$2,292,500	\$2,212,500	\$2,144,440	\$2,104,440	\$2,076,940	\$1,356,940	\$1,296,940	\$1,271,940
Actual Expenditure	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Actual Quarterly Expend (from QPRs)	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0

Financial Projections Continued

Administration	Year 3				Year 4			
Allocation: \$999,450	1/2019	4/2019	7/2019	10/2019	1/2020	4/2020	7/2020	10/2020
Projected Expenditures	\$399,290	\$437,760	\$476,230	\$514,700	\$553,170	\$591,640	\$630,110	\$668,580
Quarterly Projection	\$38,470	\$38,470	\$38,470	\$38,470	\$38,470	\$38,470	\$38,470	\$38,470
Actual Expenditure	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Actual Quarterly Expend (from QPRs)								

Planning & Project Delivery	Year 3				Year 4			
Allocation: \$999,450	1/2019	4/2019	7/2019	10/2019	1/2020	4/2020	7/2020	10/2020
Projected Expenditures	\$399,290	\$437,760	\$476,230	\$514,700	\$553,170	\$591,640	\$630,110	\$668,580
Quarterly Projection	\$38,470	\$38,470	\$38,470	\$38,470	\$38,470	\$38,470	\$38,470	\$38,470
Actual Expenditure	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Actual Quarterly Expend (from QPRs)								

Homeowner Assistance Program	Year 3				Year 4			
Allocation: \$3,336,150	1/2019	4/2019	7/2019	10/2019	1/2020	4/2020	7/2020	10/2020
Projected Expenditures	\$3,200,000	\$3,231,150	\$3,248,650	\$3,266,150	\$3,283,650	\$3,301,150	\$3,318,650	\$3,336,150
Quarterly Projection	\$300,000	\$31,150	\$17,500	\$17,500	\$17,500	\$17,500	\$17,500	\$17,500
Actual Expenditure	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Actual Quarterly Expend (from QPRs)								

Homeowner Buyout Program	Year 3				Year 4			
Allocation: \$2,000,000	1/2019	4/2019	7/2019	10/2019	1/2020	4/2020	7/2020	10/2020
Projected Expenditures	\$1,385,000	\$1,510,000	\$1,635,000	\$1,760,000	\$1,877,500	\$1,895,000	\$1,912,500	\$1,930,000
Quarterly Projection	\$130,000	\$125,000	\$125,000	\$125,000	\$117,500	\$17,500	\$17,500	\$17,500
Actual Expenditure	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Actual Quarterly Expend (from QPRs)								

Small Rental Repair Program	Year 3				Year 4			
Allocation: \$6,565,270	1/2019	4/2019	7/2019	10/2019	1/2020	4/2020	7/2020	10/2020
Projected Expenditures	\$4,475,000	\$4,950,000	\$5,425,000	\$5,900,000	\$6,372,770	\$6,390,270	\$6,407,770	\$6,425,270
Quarterly Projection	\$475,000	\$475,000	\$475,000	\$475,000	\$472,770	\$17,500	\$17,500	\$17,500
Actual Expenditure	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Actual Quarterly Expend (from QPRs)								

Elevation Reimbursement Program	Year 3				Year 4			
Allocation: \$3,490,000	1/2019	4/2019	7/2019	10/2019	1/2020	4/2020	7/2020	10/2020
Projected Expenditures	\$3,490,000	\$3,490,000	\$3,490,000	\$3,490,000	\$3,490,000	\$3,490,000	\$3,490,000	\$3,490,000
Quarterly Projection	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Actual Expenditure	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Actual Quarterly Expend (from QPRs)								

Minor Repair Program	Year 3				Year 4			
Allocation: \$3,398,680	1/2019	4/2019	7/2019	10/2019	1/2020	4/2020	7/2020	10/2020
Projected Expenditures	\$2,505,000	\$2,705,000	\$2,905,000	\$3,090,000	\$3,275,000	\$3,293,680	\$3,311,180	\$3,328,680
Quarterly Projection	\$225,000	\$200,000	\$200,000	\$185,000	\$185,000	\$18,680	\$17,500	\$17,500
Actual Expenditure	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Actual Quarterly Expend (from QPRs)								

Economic Development	Year 3				Year 4			
Allocation: \$200,000	1/2019	4/2019	7/2019	10/2019	1/2020	4/2020	7/2020	10/2020
Projected Expenditures	\$120,000	\$130,000	\$140,000	\$150,000	\$157,500	\$165,000	\$172,500	\$180,000
Quarterly Projection	\$10,000	\$10,000	\$10,000	\$10,000	\$7,500	\$7,500	\$7,500	\$7,500
Actual Expenditure	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Actual Quarterly Expend (from QPRs)								

Total Expenditures	Year 3				Year 4			
Allocation: \$20,989,000	1/2019	4/2019	7/2019	10/2019	1/2020	4/2020	7/2020	10/2020
Projected Expenditures	\$15,973,580	\$16,891,670	\$17,796,110	\$18,685,550	\$19,562,760	\$19,718,380	\$19,872,820	\$20,027,260
Quarterly Projection	\$1,216,940	\$918,090	\$904,440	\$889,440	\$877,210	\$155,620	\$154,440	\$154,440
Actual Expenditure	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Actual Quarterly Expend (from QPRs)	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0

Financial Projections Continued

Administration	Year 5				Year 6			
Allocation: \$999,450	1/2021	4/2021	7/2021	10/2021	1/2022	4/2022	7/2022	10/2022
Projected Expenditures	\$707,050	\$745,520	\$783,990	\$822,460	\$860,930	\$899,450	\$959,450	\$999,450
Quarterly Projection	\$38,470	\$38,470	\$38,470	\$38,470	\$38,470	\$38,520	\$60,000	\$40,000
Actual Expenditure	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Actual Quarterly Expend (from QPRs)								
Planning & Project Delivery	Year 5				Year 6			
Allocation: \$999,450	1/2021	4/2021	7/2021	10/2021	1/2022	4/2022	7/2022	10/2022
Projected Expenditures	\$707,050	\$745,520	\$783,990	\$822,460	\$860,930	\$899,450	\$959,450	\$999,450
Quarterly Projection	\$38,470	\$38,470	\$38,470	\$38,470	\$38,470	\$38,520	\$60,000	\$40,000
Actual Expenditure	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Actual Quarterly Expend (from QPRs)								
Homeowner Assistance Program	Year 5				Year 6			
Allocation: \$3,336,150	1/2021	4/2021	7/2021	10/2021	1/2022	4/2022	7/2022	10/2022
Projected Expenditures	\$3,336,150	\$3,336,150	\$3,336,150	\$3,336,150	\$3,336,150	\$3,336,150	\$3,336,150	\$3,336,150
Quarterly Projection	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Actual Expenditure	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Actual Quarterly Expend (from QPRs)								
Homeowner Buyout Program	Year 5				Year 6			
Allocation: \$2,000,000	1/2021	4/2021	7/2021	10/2021	1/2022	4/2022	7/2022	10/2022
Projected Expenditures	\$1,947,500	\$1,965,000	\$1,982,500	\$2,000,000	\$2,000,000	\$2,000,000	\$2,000,000	\$2,000,000
Quarterly Projection	\$17,500	\$17,500	\$17,500	\$17,500	\$0	\$0	\$0	\$0
Actual Expenditure	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Actual Quarterly Expend (from QPRs)								
Small Rental Repair Program	Year 5				Year 6			
Allocation: \$6,565,270	1/2021	4/2021	7/2021	10/2021	1/2022	4/2022	7/2022	10/2022
Projected Expenditures	\$6,442,770	\$6,460,270	\$6,477,770	\$6,495,270	\$6,512,770	\$6,530,270	\$6,547,770	\$6,565,270
Quarterly Projection	\$17,500	\$17,500	\$17,500	\$17,500	\$17,500	\$17,500	\$17,500	\$17,500
Actual Expenditure	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Actual Quarterly Expend (from QPRs)								
Elevation Reimbursement Program	Year 5				Year 6			
Allocation: \$3,490,000	1/2021	4/2021	7/2021	10/2021	1/2022	4/2022	7/2022	10/2022
Projected Expenditures	\$3,490,000	\$3,490,000	\$3,490,000	\$3,490,000	\$3,490,000	\$3,490,000	\$3,490,000	\$3,490,000
Quarterly Projection	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Actual Expenditure	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Actual Quarterly Expend (from QPRs)								
Minor Repair Program	Year 5				Year 6			
Allocation: \$3,398,680	1/2021	4/2021	7/2021	10/2021	1/2022	4/2022	7/2022	10/2022
Projected Expenditures	\$3,346,180	\$3,363,680	\$3,381,180	\$3,398,680	\$3,398,680	\$3,398,680	\$3,398,680	\$3,398,680
Quarterly Projection	\$17,500	\$17,500	\$17,500	\$17,500	\$0	\$0	\$0	\$0
Actual Expenditure	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Actual Quarterly Expend (from QPRs)								
Economic Development	Year 5				Year 6			
Allocation: \$200,000	1/2021	4/2021	7/2021	10/2021	1/2022	4/2022	7/2022	10/2022
Projected Expenditures	\$185,000	\$190,000	\$195,000	\$200,000	\$200,000	\$200,000	\$200,000	\$200,000
Quarterly Projection	\$5,000	\$5,000	\$5,000	\$5,000		\$0	\$0	\$0
Actual Expenditure	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Actual Quarterly Expend (from QPRs)								
Total Expenditures	Year 5				Year 6			
Allocation: \$20,989,000	1/2021	4/2021	7/2021	10/2021	1/2022	4/2022	7/2022	10/2022
Projected Expenditures	\$20,161,700	\$20,296,140	\$20,430,580	\$20,565,020	\$20,659,460	\$20,754,000	\$20,891,500	\$20,989,000
Quarterly Projection	\$134,440	\$134,440	\$134,440	\$134,440	\$94,440	\$94,540	\$137,500	\$97,500
Actual Expenditure	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Actual Quarterly Expend (from QPRs)	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0

Performance Projections

Homeowner Assistance Program	Year 1				Year 2			
Households: 76	1/2017	4/2017	7/2017	10/2017	1/2018	4/2018	7/2018	10/2018
Projected Units	0	15	27	37	47	55	63	70
# of Housing Units (Quarterly Projection)	0	15	12	10	10	8	8	7
Actual Units	0	0	0	0	0	0	0	0
# of Housing Units (Populated from QPR Reporting)								

Homeowner Buyout Program	Year 1				Year 2			
Households: 42	1/2017	4/2017	7/2017	10/2017	1/2018	4/2018	7/2018	10/2018
Projected Units	0	5	10	15	19	23	27	30
# of Housing Units (Quarterly Projection)	0	5	5	5	4	4	4	3
Actual Units	0	0	0	0	0	0	0	0
# of Housing Units (Populated from QPR Reporting)								

Small Rental Repair Program	Year 1				Year 2			
Households: 193	1/2017	4/2017	7/2017	10/2017	1/2018	4/2018	7/2018	10/2018
Projected Units	0	22	42	62	80	98	114	129
# of Housing Units (Quarterly Projection)	0	22	20	20	18	18	16	15
Actual Units	0	0	0	0	0	0	0	0
# of Housing Units (Populated from QPR Reporting)								

Elevation Reimbursement Program	Year 1				Year 2			
Households: 22	1/2017	4/2017	7/2017	10/2017	1/2018	4/2018	7/2018	10/2018
Projected Units	0	6	12	17	22	22	22	22
# of Housing Units (Quarterly Projection)	0	6	6	5	5			
Actual Units	0	0	0	0	0	0	0	0
# of Housing Units (Populated from QPR Reporting)								

Minor Repair Program	Year 1				Year 2			
Households: 1,198	1/2017	4/2017	7/2017	10/2017	1/2018	4/2018	7/2018	10/2018
Projected Units	0	150	290	420	540	640	740	840
# of Housing Units (Quarterly Projection)	0	150	140	130	120	100	100	100
Actual Units	0	0	0	0	0	0	0	0
# of Housing Units (Populated from QPR Reporting)								

Economic Development	Year 1				Year 2			
Jobs:	1/2017	4/2017	7/2017	10/2017	1/2018	4/2018	7/2018	10/2018
Projected Jobs	0	0	0	0	0	0	0	0
# of Jobs Created/Retained (Quarterly Projection)								
Actual Jobs	0	0	0	0	0	0	0	0
# of Permanent Jobs Created								
# of Permanent Jobs Retained								

Performance Projections Continued

Homeowner Assistance Program		Year 3				Year 4			
Households: 76		1/2019	4/2019	7/2019	10/2019	1/2020	4/2020	7/2020	10/2020
Projected Units		76	76	76	76	76	76	76	76
# of Housing Units (Quarterly Projection)		6							
Actual Units		0	0	0	0	0	0	0	0
# of Housing Units (Populated from QPR Reporting)									

Homeowner Buyout Program		Year 3				Year 4			
Households: 42		1/2019	4/2019	7/2019	10/2019	1/2020	4/2020	7/2020	10/2020
Projected Units		33	36	38	40	42	42	42	42
# of Housing Units (Quarterly Projection)		3	3	2	2	2			
Actual Units		0	0	0	0	0	0	0	0
# of Housing Units (Populated from QPR Reporting)									

Small Rental Repair Program		Year 3				Year 4			
Households: 193		1/2019	4/2019	7/2019	10/2019	1/2020	4/2020	7/2020	10/2020
Projected Units		144	159	171	183	193	193	193	193
# of Housing Units (Quarterly Projection)		15	15	12	12	10			
Actual Units		0	0	0	0	0	0	0	0
# of Housing Units (Populated from QPR Reporting)									

Elevation Reimbursement Program		Year 3				Year 4			
Households: 22		1/2019	4/2019	7/2019	10/2019	1/2020	4/2020	7/2020	10/2020
Projected Units		22	22	22	22	22	22	22	22
# of Housing Units (Quarterly Projection)									
Actual Units		0	0	0	0	0	0	0	0
# of Housing Units (Populated from QPR Reporting)									

Minor Repair Program		Year 3				Year 4			
Households: 1,198		1/2019	4/2019	7/2019	10/2019	1/2020	4/2020	7/2020	10/2020
Projected Units		940	1,015	1,090	1,148	1,198	1,198	1,198	1,198
# of Housing Units (Quarterly Projection)		100	75	75	58	50			
Actual Units		0	0	0	0	0	0	0	0
# of Housing Units (Populated from QPR Reporting)									

Economic Development		Year 3				Year 4			
Jobs:		1/2019	4/2019	7/2019	10/2019	1/2020	4/2020	7/2020	10/2020
Projected Jobs		0	0	0	0	0	0	0	0
# of Jobs Created/Retained (Quarterly Projection)									
Actual Jobs		0	0	0	0	0	0	0	0
# of Permanent Jobs Created									
# of Permanent Jobs Retained									

Performance Projections Continued

Homeowner Assistance Program		Year 5				Year 6			
Households: 76		1/2021	4/2021	7/2021	10/2021	1/2022	4/2022	7/2022	10/2022
Projected Units		76	76	76	76	76	76	76	76
# of Housing Units (Quarterly Projection)									
Actual Units		0	0	0	0	0	0	0	0
# of Housing Units (Populated from QPR Reporting)									

Homeowner Buyout Program		Year 5				Year 6			
Households: 42		1/2021	4/2021	7/2021	10/2021	1/2022	4/2022	7/2022	10/2022
Projected Units		42	42	42	42	42	42	42	42
# of Housing Units (Quarterly Projection)									
Actual Units		0	0	0	0	0	0	0	0
# of Housing Units (Populated from QPR Reporting)									

Small Rental Repair Program		Year 5				Year 6			
Households: 193		1/2021	4/2021	7/2021	10/2021	1/2022	4/2022	7/2022	10/2022
Projected Units		193	193	193	193	193	193	193	193
# of Housing Units (Quarterly Projection)									
Actual Units		0	0	0	0	0	0	0	0
# of Housing Units (Populated from QPR Reporting)									

Elevation Reimbursement Program		Year 5				Year 6			
Households: 22		1/2021	4/2021	7/2021	10/2021	1/2022	4/2022	7/2022	10/2022
Projected Units		22	22	22	22	22	22	22	22
# of Housing Units (Quarterly Projection)									
Actual Units		0	0	0	0	0	0	0	0
# of Housing Units (Populated from QPR Reporting)									

Minor Repair Program		Year 5				Year 6			
Households: 1,198		1/2021	4/2021	7/2021	10/2021	1/2022	4/2022	7/2022	10/2022
Projected Units		1,198	1,198	1,198	1,198	1,198	1,198	1,198	1,198
# of Housing Units (Quarterly Projection)									
Actual Units		0	0	0	0	0	0	0	0
# of Housing Units (Populated from QPR Reporting)									

Economic Development		Year 5				Year 6			
Jobs:		1/2021	4/2021	7/2021	10/2021	1/2022	4/2022	7/2022	10/2022
Projected Jobs		0	0	0	0	0	0	0	0
# of Jobs Created/Retained (Quarterly Projection)		0	0	0	0	0	0	0	0
Actual Jobs		0	0	0	0	0	0	0	0
# of Permanent Jobs Created									
# of Permanent Jobs Retained									

Exhibit D – SF-424 Form and Checklists

OMB Number: 4040-0004
Expiration Date: 8/31/2016

Application for Federal Assistance SF-424			
* 1. Type of Submission: ☐ Preapplication ☒ Application ☐ Changed/Corrected Application		* 2. Type of Application: ☒ New ☐ Continuation ☐ Revision	
		* If Revision, select appropriate letter(s): * Other (Specify): 	
* 3. Date Received: 		4. Applicant Identifier: 	
5a. Federal Entity Identifier: 		5b. Federal Award Identifier: 	
State Use Only:			
6. Date Received by State:		7. State Application Identifier:	
8. APPLICANT INFORMATION:			
* a. Legal Name:			
* b. Employer/Taxpayer Identification Number (EIN/TIN): 		* c. Organizational DUNS: 	
d. Address:			
* Street1:			
Street2:			
* City:			
County/Parish:			
* State:			
Province:			
* Country:			
* Zip / Postal Code:			
e. Organizational Unit:			
Department Name: 		Division Name: 	
f. Name and contact information of person to be contacted on matters involving this application:			
Prefix:		* First Name:	
Middle Name:			
* Last Name:			
Suffix:			
Title:			
Organizational Affiliation: 			
* Telephone Number:		Fax Number:	
* Email:			

Application for Federal Assistance SF-424		
* 9. Type of Applicant 1: Select Applicant Type:		
C: City or Township Government		
Type of Applicant 2: Select Applicant Type:		
Type of Applicant 3: Select Applicant Type:		
* Other (specify):		
* 10. Name of Federal Agency:		
U.S. Department of Housing and Urban Development		
11. Catalog of Federal Domestic Assistance Number:		
14-228		
CFDA Title:		
Community Development Block Grant Disaster Recovery (CDBG-DR)		
* 12. Funding Opportunity Number:		
FR-5938-N-01		
* Title:		
Allocation, Common Application, Waivers, and Alternative Requirements for Community Development Block Grant (CDBG) Disaster Recovery Grantee Under Transportation, Housing and Urban Development and Related Agencies Appropriation Act, 2016. PL-114-113		
13. Competition Identification Number:		
Title:		
14. Areas Affected by Project (Cities, Counties, States, etc.):		
	Add Attachment	Delete Attachment
		View Attachment
* 15. Descriptive Title of Applicant's Project:		
City of Columbia Community Development Block Grant Disaster Recovery (CDBG-DR) Program		
Attach supporting documents as specified in agency instructions.		
Add Attachments	Delete Attachments	View Attachments

Application for Federal Assistance SF-424	
16. Congressional Districts Of:	
* a. Applicant SC-002	* b. Program/Project SC-002
Attach an additional list of Program/Project Congressional Districts if needed.	
	Add Attachment Delete Attachment View Attachment
17. Proposed Project:	
* a. Start Date: 11/04/2016	* b. End Date: 11/04/2022
18. Estimated Funding (\$):	
* a. Federal	19,989,000.00
* b. Applicant	
* c. State	
* d. Local	
* e. Other	
* f. Program Income	1,000,000.00
* g. TOTAL	20,989,000.00
* 19. Is Application Subject to Review By State Under Executive Order 12372 Process? ☐ a. This application was made available to the State under the Executive Order 12372 Process for review on . ☐ b. Program is subject to E.O. 12372 but has not been selected by the State for review. ☒ c. Program is not covered by E.O. 12372.	
* 20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes," provide explanation in attachment.) ☐ Yes ☒ No If "Yes", provide explanation and attach Add Attachment Delete Attachment View Attachment	
21. *By signing this application, I certify (1) to the statements contained in the list of certifications** and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 218, Section 1001) ☒ ** I AGREE ** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.	
Authorized Representative:	
Prefix: Ms.	* First Name: Teresa
Middle Name: B.	
* Last Name: Wilson	
Suffix:	
* Title: City Manager	
* Telephone Number: 803-545-3026	Fax Number: 803-545-3051
* Email: tbwilson@columbiasc.ent	
* Signature of Authorized Representative:	* Date Signed: 9-16-2016

Community Development Block Grant (CDBG) Disaster Recovery
Transportation, Housing and Urban Development and Related Agencies Appropriations Act, 2016 (P.L. 114-113)

Initial Action Plan Review

Grantee: **City of Columbia, South Carolina**

State or Entitlement: **Entitlement**

Date Plan Re-Submitted: **12/21/2016**

Entity Designated to Administer the Funds: **City of Columbia Community Development Dept**

Date Plan Reviewed:

Amount of Funds Allocated in Plan: **\$19,989,000**

Submitted within 90 days of Federal

Reviewer/Title: **Gloria Saeed, Interim Director, City of Columbia Community Development**

Register Notice? **Yes**

Criteria:		Yes (provide page #)	No (provide
A. General Action Plan Requirements			
Does the Action Plan for disaster recovery identify the proposed use(s) of grantee's allocation, including criteria for eligibility, how the uses address long-term recovery, restoration of infrastructure and housing and economic revitalization in the most impacted and distressed areas?		Yes (Pages 1, 5, 32-57)	
(1)	Needs Assessment An impact and unmet needs assessment, as described in the Notice: (a) Does the assessment evaluate the three core aspects of recovery – housing, infrastructure, and economic revitalization? (b) Does the assessment of emergency shelters and housing needs address interim and permanent; owner and rental; single family and multifamily; affordable, and market rate; and housing to meet the needs of pre-disaster homeless persons? (c) Does the assessment take into account the various forms of assistance available to, or likely to be available to, affected communities and individuals to identify needs not addressed by other sources? Does the grantee assess whether public services are necessary to complement activities intended to address housing and economic revitalization needs? (d) Did the grantee produce an estimate of unmet need by estimating the portion of need likely to be addressed by insurance proceeds, other federal assistance, or any other funding source by using the most recent available data? Did the grantee cite data sources? (e) Are impacts described by type at the lowest geographical level practicable (e.g., county level or lower if available), using the most recent available data ? (h) Does the assessment take into account the costs of incorporating mitigation and resiliency measures to protect against future hazards?	Yes (Pages 1, 5, 32-57) Yes (Pages 11-16, 27-28, 45) Yes (Pages 32-45) Yes (Pages 13-16, 27-28, 45) Yes (Pages 32-45) Yes (Pages 18-26) Yes (Pages 35-37, 62-64)	
(2)	Connection between Needs and Allocation(s) of Funds Does the assessment describe the connection between the identified unmet needs and the allocation of CDBG-DR resources, demonstrating a proportionate allocation of resources relative to areas and categories (housing, economic rev., infra.) of greatest need, including public and HUD-assisted housing?	Yes (Pages 32-45)	
(3)	Planning & Coordination (a) How the grantee will promote sound, sustainable long-term recovery planning informed by a post-disaster evaluation of hazard risk, especially land-use decisions that reflect responsible flood plain management and take into account possible sea level rise (for example, by using FEMA floodplain maps, frequency and intensity of precipitation events, and designs applying the new Advisory Based Flood Elevations (ABFE) or higher)? (b) How the grantee will coordinate with other local and regional planning efforts to ensure consistency?	Yes (Pages 58-59, 60-65) Yes (Pages 58-59)	
(4)	Leveraging Funds How the grantee will leverage CDBG disaster recovery funds to generate a more effective and comprehensive recovery?	Yes (Pages 59-60)	

(5)	Protection of People and Property; Construction Methods	How the grantee's programs or activities will attempt to protect people and property from harm and how construction methods will emphasize high quality, durability, energy efficiency, a healthy indoor environment, sustainability, and water or mold resistance, including how it will support adoption and enforcement of modern building codes and mitigation of hazard risk, including sea rise, high winds, storm surge, and flooding, where appropriate?	Yes (Pages 60-65)	
		(a) How the grantee will comply with the Green Building Standard established in the Notice for all new construction of residential buildings and for all replacement of substantially damaged residential buildings (i.e., where repair costs exceed 50% of replacement cost)?	Yes (Pages 60-64)	
		(b) How the grantee will comply, to the extent applicable, with guidelines specified in the HUD CPD Green Building Retrofit Checklist for the rehabilitation of non-substantially damaged residential buildings where the repair costs are less than 50% replacement cost, including standards for appliances and products when replaced as part of rehab? This requirement does not apply when Energy star, Water-Sense Labeled, or FEMP-designated products do not exist.	Yes (Pages 60-64)	
		(c) Describe the grantee's standards for housing and small business rehabilitation contractors performing work in the jurisdiction, including a mechanism for homeowners and businesses to appeal the quality of rehabilitation work?	Yes (Pages 60-61)	
		(d) Indicate the grantee's dam/levee work will include registration with the USACE Levee Database or Dam Inventory; ensure the structure is admitted under the USACE P.L. 84-99; ensure the structure is accredited under the FEMA National Flood Insurance Program; will upload the location of the structure and area served and protected into DRGR; and maintain file documentation of a risk assessment prior to flooding the flood control structure and that the investment includes risk reduction measures?	Yes (Page 61)	
(6)	Elevation Standards	Does the grantee indicate that it will apply the elevation standards for new construction, repair or substantial damage, or substantial improvements to residential structures in flood hazard areas, such that the lowest floor is at least 2 feet above the 1 percent annual floodplain elevation?	Yes (Pages 62-63)	
(7)	Public Housing, HUD-assisted Housing, and Housing for the Homeless	How the grantee will identify need (and sources to fund that need) and address the rehabilitation (as defined at 24 CFR.570.202), reconstruction and replacement of: (a) disaster-impacted public housing (including administrative offices), including how the grantee will address the rehabilitation, mitigation and new construction needs of each impacted Public Housing Authority within its jurisdiction; (b) HUD-assisted housing (as defined by the Notice); and (c) McKinney-Vento funded shelters and housing for the homeless (including emergency shelters, transitional and permanent housing for the homeless, and private market units receiving project-based assistance or with tenants that participate in the Section 8 Housing Choice Voucher program)?		
			Yes (Pages 13-16, 27-28, 45)	
			Yes (Pages 13-16, 27-28, 45)	
			Yes (Pages 13-16, 27-28, 45)	
(8)	Broadband Infrastructure	Does the Plan confirm that the grantee will ensure the installation of broadband infrastructure in a substantially rehabilitated building with four or more rental units?	Yes (Page 64)	

(9)	Disaster-resistant Housing	How the grantee will encourage provision of a housing for all income groups that is disaster-resistant, including a description of how it plans to address:	Yes (Pages 66-69)	
		(a) Transitional housing, permanent supportive housing and permanent housing needs of individuals and families (including subpopulations) that are homeless or at risk of being homeless?	Yes (Pages 12-16, 27-28, 45)	
		(b) Prevention of low-income individuals and families with children (especially those with incomes below 30 percent of median) from becoming homeless?	Yes (Pages 8-10, 12-16, 65)	
		(c) The special needs of persons who are not homeless but require supportive housing (e.g., populations identified in 24 CFR 91.315(e) or 91.215(e) as applicable)?	Yes (Pages 13-16, 65)	
		(d) How planning decisions may affect racial, ethnic, and low-income concentrations, and ways to provide the availability of affordable housing in low-poverty, non-minority areas where appropriate and in response to natural hazard-related impacts?	Yes (Pages 6-8, 13-16)	
(10)	Minimize or Address Displacement	How the grantee plans to minimize displacement of persons or entities and to assist any persons or entities displaced?	Yes (Pages 46-55, 65-68, 84)	
(11)	Program Income	How the grantee will manage program income, and the purpose(s) for which it may be used?	Yes (Page 69)	
(12)	Monitoring Standards and Procedures	(a) Monitoring standards and procedures sufficient to (i) ensure program requirements (including nonduplication of benefits) are met, and (ii) provide for continual quality assurance and adequate program oversight?	Yes (Pages 68-72)	
B. State Grantees Only				
tion Plan describe:			N/A	
(13)	Description of MOD or Programs/Activities	The method of distribution of funds to UGLG's and/or descriptions of specific programs or activities the state will carry out directly?	N/A	
(14)	Basis for Allocations	How the needs assessment informed allocation determinations identified in the Plan, including the rationale for State-identified most impacted and distressed areas not identified by HUD?	N/A	
(15)	Program/Activity Details	For each program or activity carried out by the State:		
		(a) The projected uses of the CDBG-DR funds, including the administering entity, budget and geographic area?	N/A	
		(b) The threshold factors or applicant eligibility criteria, grant size limits and proposed start and end dates?	N/A	
		(c) How the projected use will meet CDBG eligibility criteria and a national objective?	N/A	
		(d) How the projected uses relate to a specific impact of the disaster and will result in long-term recovery?	N/A	
(16)	Criteria to Determine Method of Distribution	When funds are allocated to UGLGs through a method of distribution, all criteria used to determine the distribution, including the relative importance of each criterion?	N/A	
		When programs are carried out directly, all criteria used to select applications for funding, including the relative importance of each criterion?	N/A	

C. Local Government Grantees Only			
Does the Action Plan describe:			
(17)	Description of Programs/ Activities	Specific programs and/or activities the UGLG will carry out directly or through subrecipients, and all criteria used to select applications, including the relative importance of each criterion?	Yes (Pages 46-57)
(18)	Basis for Allocations	How the needs assessment informed the allocation determinations?	Yes (Pages 46-57)
(19)	Program/Activity Details	For each program or activity that will be carried out by the UGLG or through a subrecipient: (a) The projected uses of the CDBG-DR funds, including the administering entity, budget and geographic area? (b) The threshold factors or applicant eligibility criteria, grant size limits and proposed start and end dates? (c) How the projected use will meet CDBG eligibility criteria and a national objective? (d) How the projected use relates to a specific impact of the disaster and will result in long-term recovery? (e) Has the grantee identified any ineligible activities (e.g., use of CDBG-DR for forced mortgage payoff, construction of dam/levee beyond original footprint, incentive payments to households that move to disaster-impacted floodplains, assistance to privately-owned utilities, not prioritizing assistance to businesses that meet the definition of a small business, or assistance for second homes)? Are all activities and uses authorized under title I of the Housing and Community Development Act of 1974 or allowed by waiver or alternative requirement published in this Notice? (f) Has the grantee identified that CDBG-DR funds would be used as a matching contribution for any other Federal program for an eligible CDBG activity? If the match is for U.S. Army Corps of Engineers projects, is the amount of CDBG-DR funds for the project no more than \$250,000? Has the grantee avoided using CDBG-DR funds used to supplant, reimburse, or substitute for FEMA or Army	Yes (Pages 46-57) Yes (Pages 46-57) Yes (Pages 46-57) Yes (Pages 46-57) Yes (Pages 46-57)
D. Location, Mitigation Measures, Use of Urgent Need			
(20)	Presidentially-declared County	Are, or will, all activities be located in a Presidentially-declared county that is eligible for assistance under this Notice?	Yes (Page 73)
(21)	Mitigation Measures	Are mitigation measures a necessary expense related to the disaster relief, long-term recovery, and restoration of infrastructure, housing, or economic revitalization?	Yes (Page 73)
(22)	Use of Urgent Need	If using the Urgent Need national objective, does the grantee reference the type, scale, and location of the disaster-related impacts that each program and/or activity is addressing? Are the impacts in the needs assessment?	Yes (Page 73)
E. Clarity of Plan and Citizen Participation			
(23)	Clarity	Does the action plan include sufficient information so that citizens, UGLGs and other eligible subgrantees or subrecipients, or applicants will be able to understand and comment on the action plan, as well as prepare responsive applications (if applicable)?	Yes
(24)	Budget	Does the Plan include a chart or table that illustrates, at the most practical level, how all funds are budgeted?	Yes (Pages 1, 5)
(25)	Time for Citizen Comment	Did the grantee provide at least fourteen days for citizen comment and ongoing citizen access to information about the use of grant funds?	Yes (Pages 74-76, 82)

(26)	Publication	Was the proposed Plan published before its adoption? Note: Correct answer is "yes".	Yes (Pages 74-76, 82)	
(27)	Publication	Did the manner of publication including prominent posting on the grantee's official website (with topic of disaster recovery navigable from the homepage of the grantee or relevant agency) and afford citizens, affected local governments and other interested parties a reasonable opportunity to examine the Plan and provide comments?	Yes (Pages 74-76, 82)	
(28)	Website	Does the grantee have a website to access action plans, action plan amendments, QPRs, citizen participation requirements, procurement policies and procedures; executed CDBG-DR contracts, and status of contracts?	Yes (Page 80)	
(29)	Consultation	Did the grantee consult with local governments, public housing authorities? Did the grantee consult with nongovernmental organizations, the private sector and other stakeholders and affected parties in the surrounding geographic area to ensure consistency of the plan with application regional redevelopment plans?	Yes (Pages 4-5, 32)	
E. Clarity of Plan and Citizen Participation (cont.)				
(30)	Accessibility	Was the Plan available in a form accessible to all, including persons with disabilities and non-English-speaking persons? (State which disabilities and which languages.)	Yes (Pages 82, 89)	
(31)	Receipt of Comments	Did the grantee provide a reasonable timeframe and method (including electronic submission) for receiving comments on the plan?	Yes (Pages 74-76, 89)	
(32)	Substantial Amendment	Does the Action Plan define what constitutes a substantial amendment to the Plan, including change in program benefit or eligibility criteria; the addition or deletion of an activity; or the allocation or reallocation of a monetary threshold specified by the grantee?	Yes (Page 77)	
(33)	Summary of Public Comments	If comments were made, does the Plan include a summary of those comments and the grantee's response?	Yes (Pages 89-99)	
(34)	Consistency of Budget	Do the various activities in the Plan add correctly? Are the combined activities equal to or less than the total CDBG-DR amount available? Are the amounts consistent throughout the plan?	Yes (Pages 1, 5, 46-57)	
(35)	Citizen Complaints	Does the grantee's citizen participation plan advise citizens that they will receipt responses to citizen complaints within 15 days of the receipt of the complaint, if practicable?	Yes (Pages 74-76)	
(36)	Risk Analysis Documentation	Has the grantee submitted the Risk Analysis Documentation as described in the Notice?	Yes (Pages 77-83)	
(36)	CDBG-DR Certifications	Does the Plan include the required CDBG-DR certifications? Are the certifications signed by the Chief Executive Officer? (Please see the certifications tab.)	Yes (Pages 83, 86-88)	
(38)	SF-424	Does the Plan include a completed and executed Federal form SF-424? Is the SF-424 signed by the correct grantee official?	Yes (Pages 108-110)	
G. Conclusion				
(39)	Complete and Compliant	Based on the reviewer's responses to the above questions, is the Action Plan complete and in compliance with the Federal Register notice and Public Law 114-113?	Yes (Page 84)	
(40)	Pre-Award, Pre-Agreement, and Reimbursement	The Department expects Grantees to identify pre-agreement costs in their Action Plans. Did the grantee consult with the State Historic Preservation Officers, Fish and Wildlife Service (FWS) and National Marine Fisheries Services (NMFS) when designing a reimbursement program?	Yes (Page 84)	
(41)	Uniform Relocation Act	Grantees must also define "demonstrable hardship" and "not suitable for rehabilitation" in the Action Plan or in policies and procedures.	Yes (Page 85)	

(42)	Deadlines	Does Action Plan include a projection of expenditures and outcomes that shows the grantee will expend funds within the six year timeframe, as required by the Notice?	Yes (Pages 86, 100-107)	
(43)	Most impacted and distressed	At least 80 percent of the funds provided under the Notice must address unmet needs within the "most impacted and distressed" counties identified in Table 1 of the Notice. Does the Action Plan currently show that not more than 20 percent will be spent in locations other than those identified in Table 2?	Yes (Page 85)	
(44)	Approved	Is the Plan approved?	Yes (Page 85)	
(45)	Reason(s) for Resubmittal	If the Plan needs to be re-submitted, please indicate the reasons.	*See HUD Letter & City Response	

This checklist is part of the administrative record of the Department's review of a disaster recovery Action Plan Amendment submitted pursuant to Section 420 of the Transportation, Housing and Urban Development, and Related Agencies Appropriations Act, 2016 (P.L. 114-113) and the Federal Register Notice published June 17, 2016 (81 FR 39687). In using the checklist, reviewers are reminded that each of the criterion as stated on the checklist is necessarily an abbreviated and generalized summary of the more detailed requirements outlined in the Federal Register Notice for each criterion. Reviewer answers to each question on the checklist must be informed by applying the requirements of each criterion as outlined in the Federal Register Notice to each element of the Action Plan. Use of the checklist does not substitute comparison of the Action Plan Amendment submission against the requirements of the applicable Notices and making a determination based on the Standard of Review set forth in 24 CFR 91.500, as augmented by the applicable Notices.

Certifications Checklist
CDBG-DR Grants under Public Law 114-113

Each State or UGLG receiving a direct allocation in the Notice must make the following certifications:		Certification included with Action Plan?
a.	The grantee certifies that it has in effect and is following a residential anti-displacement and relocation assistance plan in connection with any activity assisted with funding under the CDBG	Yes
b.	The grantee certifies its compliance with restrictions on lobbying required by 24 CFR part 87, together with disclosure forms, if required by part 87.	Yes
c.	The grantee certifies that the Action Plan for Disaster Recovery is authorized under State and local law (as applicable) and that the grantee, and any entity or entities designated by the grantee, possess(es) the legal authority to carry out the program for which it is seeking funding, in accordance with applicable HUD regulations and this Notice. The grantee certifies that activities to be administered with funds under this Notice are consistent with its Action Plan.	Yes
d.	The grantee certifies that it will comply with the acquisition and relocation requirements of the URA, as amended, and implementing regulations at 49 CFR part 24, except where waivers or alternative requirements are provided for in this Notice.	Yes
e.	The grantee certifies that it will comply with section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u), and implementing regulations at 24 CFR part 135.	Yes
f.	The grantee certifies that it is following a detailed citizen participation plan that satisfies the requirements of 24 CFR 91.105 or 91.115, as applicable (except as provided for in notices providing waivers and alternative requirements for this grant). Also, each UGLG receiving assistance from a State grantee must follow a detailed citizen participation plan that satisfies the requirements of 24 CFR 570.486 (except as provided for in notices providing waivers and alternative requirements for this	Yes
g.	Each State receiving a direct award under this Notice certifies that it has consulted with affected UGLGs in counties designated in covered major disaster declarations in the non-entitlement, entitlement, and tribal areas of the State in determining the uses of funds, including method of distribution of funding, or activities carried out directly by the State.	N/A
h.	The grantee certifies that it is complying with each of the following criteria:	
	(1) Funds will be used solely for necessary expenses related to disaster relief, long-term recovery, restoration of infrastructure and housing, and economic revitalization in the most impacted and distressed areas for which the President declared a major disaster in 2015 pursuant to the Robert T. Stafford Disaster Relief and emergency Assistance Act of 1974 (42 U.S.C. 5121 et seq.) related to the consequences of Hurricane Joaquin and adjacent storm systems, Hurricane Patricia, and other flood events.	Yes
	(2) With respect to activities expected to be assisted with CDBG-DR funds, the Action Plan has been developed so as to give the maximum feasible priority to activities that will benefit low- and moderate-income families.	Yes
	(3) The aggregate use of CDBG-DR funds shall principally benefit low- and moderate-income families in a manner that ensures that at least 70 percent of the grant amount is expended for activities that benefit such persons.	Yes
	(4) The grantee will not attempt to recover any capital costs of public improvements assisted with CDBG-DR grant funds, by assessing any amount against properties owned and occupied by persons of low- and moderate-income, including any fee charged or assessment made as a condition of obtaining access to such public improvements, unless: (a) disaster recovery grant funds are used to pay the proportion of such fee or assessment that relates to the capital costs of such public improvements that are financed from revenue sources other than under this title; or (b) for purposes of assessing any amount against properties owned and occupied by persons of moderate income, the grantee certifies to the Secretary that it lacks sufficient CDBG funds (in any form) to comply with the requirements of clause (a).	Yes
i.	The grantee certifies that it (and any subrecipient or recipient) will conduct and carry out the grant in conformity with title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d) and the Fair Housing Act (42 U.S.C. 3601–3619) and implementing regulations, and that it will affirmatively further fair housing.	Yes

j. The grantee certifies that it has adopted and is enforcing the following policies. In addition, States receiving a direct award must certify that they will require UGLGs that receive grant funds to certify that they have adopted and are enforcing: (1) A policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in nonviolent civil rights demonstrations; and (2) A policy of enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location that is the subject of such nonviolent civil rights demonstrations within its jurisdiction.	
	Yes
k. Each State or UGLG receiving a direct award under this Notice certifies that it (and any subrecipient or recipient) has the capacity to carry out disaster recovery activities in a timely manner; or the State or UGLG will develop a plan to increase capacity where such capacity is lacking to carry out disaster recovery activities in a timely manner; and that the grantee has reviewed the requirements of the notice and the requirements of Public Law 114-113 applicable to funds allocated by this notice, and certifies to the accuracy of Risk Analysis Documentation submitted to demonstrate that this has in place proficient financial controls and procurement processes; adequate procures to prevent any duplication of benefits as defined by section 312 of the Stafford Act, to ensure timely expenditure of funds; to maintain a comprehensive disaster recovery website; to ensure timely communication of application status to applicants for disaster recovery assistance , and that its implementation plan accurately describes it current capacity and how it will address any capacity gaps.	Yes
l. The grantee will not use grant funds for any activity in an area identified as flood prone for land use or hazard mitigation planning purposes by the State, local, or Tribal government or delineated as a special flood hazard area in FEMA's most recent flood advisory maps, unless it also ensures that the action is designed or modified to minimize harm to or within the floodplain, in accordance with Executive Order 11988 and 24 CFR part 55. The relevant data source for this provision is the State, local and Tribal government land use regulations and hazard mitigation plan and the latest issued FEMA data or guidance, which includes advisory data (such as Advisory Base Flood Elevations) or preliminary and final Flood Insurance Rate Maps.	Yes
m. The grantee certifies that its activities concerning lead-based paint will comply with the requirements of 24 CFR part 35, subparts A, B, J, K, and R.	Yes
n. The grantee certifies that it will comply with applicable laws.	Yes
<i>This checklist is part of the administrative record of the Department's review of a disaster recovery Action Plan Amendment submitted pursuant to Section 420 of the Transportation, Housing and Urban Development, and Related Agencies Appropriations Act, 2016 (P.L. 114-113) and the Federal Register Notice published June 17, 2016 (81 FR 39687). In using the checklist, reviewers are reminded that each of the criterion as stated on the checklist is necessarily an abbreviated and generalized summary of the more detailed requirements outlined in the Federal Register Notice for each criterion. Reviewer answers to each question on the checklist must be informed by applying the requirements of each criterion as outlined in the Federal Register Notice to each element of the Action Plan. Use of the checklist does not substitute comparison of the Action Plan Amendment submission against the requirements of the applicable Notices and making a determination based on the Standard of Review set forth in 24 CFR 91.500, as augmented by the applicable Notices.</i>	

Exhibit E – Duplication of Benefit Procedures

City of Columbia Duplication of Benefit Procedures

The Robert T. Stafford Disaster Relief and Emergency assistance Act (Stafford Act) requires that recipients of federal disaster recovery funding make certain that no "person, business concern or other entity" will receive duplicative assistance'. Because disaster assistance to each person/entity varies widely based on their insurance coverage and eligibility for federal funding, grantees cannot comply with the Stafford Act without first completing a duplication of benefits (DOB) analysis specific to each applicant.

A Duplication of Benefit occurs when:

- A beneficiary receives assistance
- The assistance is from multiple sources
- The assistance amount exceeds the need for a particular recovery purpose

In response to the severe storms and subsequent flooding that occurred as a result of Hurricane Joaquin (DR 4241/3373), the City of Columbia received supplemental disaster recovery assistance through HUD's Community Development Block Grant (CDBG) Program. This assistance is intended to supplement, not replace, other public, private and nonprofit sector resources that have already been provided for the same need or loss. For example, if a family's damaged home costs \$100,000 to repair and the homeowner received insurance proceeds in that amount, the homeowner could not also receive federal disaster recovery funds to repair the home. In order to ensure that CDBG-DR funding is spent on eligible activities, the City is responsible to verify that each program provides assistance to a person or entity only to the extent that the person or entity has a disaster recovery need that has not been fully met by funds that have already been, or will be paid, from another source.

The purpose of this document is to outline the process by which the City of Columbia Development will verify that all applications for assistance from the programs funded by the city (both housing and non-housing), as well as all projects implemented by city grantees, contractors and sub-recipients, will be reviewed for possible duplication of benefits. The procedures described below are also applicable to all grantees and sub-recipients, and must be incorporated in the design and administration of programs/projects undertaken by them.

The first step of the DOB determination (calculation) is to determine the amount of assistance needed and the amount of funds previously received, or to be received, for a disaster recovery activity. This is accomplished by first determining the applicant's, grantee or sub-recipient's post-storm disaster need prior to the receipt or potential receipt of other funds. Next, all other sources of recovery assistance received, or available to be received, must be disclosed during the application process and must be verified. Other sources of funds include, but are not limited to: private insurance, Federal Emergency Management Agency, Small Business Administration

(SBA), the National Flood Insurance Program (NFIP), local and state funds, other federal programs, and private and nonprofit organizations.

The next step is to identify assistance that is not available for the activity. This consists of: funds received that are not for the same purpose as the CDBG-DR activity(s); funds not available to the applicant, i.e. forced mortgage payoff, funds from private loans not guaranteed by the SBA (forgivable loans are duplicative); and any other asset or line of credit available to the applicant, such as checking and savings accounts, stocks, etc. These funds are not considered to be duplicative and may be excluded from being deducted as a duplication of benefit. Finally, after subtracting from the proposed activity cost the duplicate funds received or available to receive, calculate the maximum CDBG-DR award.

Once the maximum CDBG-DR award has been determined, applicants, grantees or sub-recipients will be required to sign an agreement (either subrogation or Cooperative Endeavor Agreement) requiring them to return to the City of Columbia any assistance received for the same purpose as the CDBG-DR funds. This agreement will be monitored by City of Columbia program staff, grantees and sub-recipients (if applicable) at least once annually for a period of three years. Unless an additional need is established, disaster recovery funds must be recaptured to the extent they are in excess of the need and duplicate other assistance received by the beneficiary for the same purpose.

The following is an example of the above described process for DOB determinations:

1: Identify the Applicant's Total Need Prior to Assistance	\$100,000
2: Identify ALL Potential Duplicative Assistance	\$35,000
3: Deduct Assistance Determined to be Duplicative	\$30,000
4: Determine the Maximum Eligible Award (Item 1 less Item 3)	\$70,000
5. Apply Program Cap (if applicable)	\$50,000
6. Calculate Final Award (lesser of Items 4 or 5)	\$50,000

Unmet Needs

Disaster recovery assistance needs are calculated at a point in time. As a result, subsequent circumstances may occur that affect the need. If, after the assistance has been calculated and/or a CDBG-DR award has been made, an applicant can demonstrate a change in circumstances the award calculation may be subsequently reevaluated to take the increased need into consideration. Such changes in circumstance include: vandalism, contractor fraud, an increase in the cost of materials and/labor, a change in local zoning law or building codes, or subsequent damage to a home or business that was partially repaired. However, the reevaluation must be completed before the initial need for which assistance was granted has been fully met (e.g., before a damaged house is fully repaired).

The federal regulation pertaining to the City of Columbia policy and procedure for identifying Duplication of Benefits is found in Federal Register/ Vol. 76, No. 221, November 16, 2011, which should be reviewed as part of determining Duplication of Benefits. This guidance will be incorporated into all the policies and procedures for each CDBG-DR funded program, if applicable.

DOB Monitoring

The process for identifying and then monitoring for DOB begins with the review of each grant application, whether it is for a specific project or an individual beneficiary of CDBG-DR funds. An applicant must provide detailed information about other sources of funds that were received or may be received related to the activity for which CDBG-DR funds are being requested. As part of the application or intake process, the City of Columbia staff will review and verify the other funds to determine if they are for the same activity and exceed the need for recovery assistance. Once CDBG funds are awarded, minus any funding determined to be a DOB, applicants are required to notify the City of Columbia of the receipt of any additional funds received for the same activity. As such, program staff will review individual pay requests and project amendments to determine if other funds have been received that represent a DOB. In the event that additional funds are determined to be a DOB, funds will be withheld from future pay requests, and the approved project budget will be amended. In the event that all funds have been expended and a DOB is identified, the applicant will be required to repay the funds to the City of Columbia for return to the U.S. Treasury in accordance with the signed Grant Agreement, Cooperative Endeavor Agreement and/or Subrogation Agreement.

Monitoring for duplication of benefits will also be incorporated into the city's existing monitoring policies and procedures.

Methods for Verifying DOB

The City receives monthly updates on SBA loans made to repair storm damages; however applicants are required to submit information on all funding received during the application intake process. Case Managers also use third party verification procedures to properly document applicant files.

Staff Responsible for Conducting DOB Analysis

The Disaster Recovery Case Managers completed application intake and the initial screening of all documentation submitted by applicants and ensured that all possible duplicative sources of assistance are discussed and disclosed by the applicant. After the application is complete, the Case Manager will verify all third-party sources of funding and perform the DOB analysis as outlined in program policies and procedures. Prior to providing CDBG-DR assistance, a Quality Assurance/Quality Control (QA/QC) review will be conducted to ensure that all applications are complete and DOB calculations are correct using the best available data. In addition, the applicant will be required to sign a grant and subrogation agreement prior to the disbursement of funds or commencement of project activities. City assigned Compliance and Monitoring staff will then review regular updates of third party information for duplicative assistance and will alert Case Managers if action needs to be taken on an applicant file. Any duplicative assistance identified will require an adjustment of the calculation and either a reduction in award or grant recapture carried out in accordance with the program's subrogation agreement, if necessary.

In the event that grant funds are disbursed to a grantee or sub-recipient, the assigned Case Manager will be responsible to conduct the DOB analysis and ensure that the Grant

Agreement or Cooperative Endeavor Agreement contain the appropriate Subrogation Language. The Case Manager will also be responsible for ensuring that all DOB calculations are calculated correctly and will make adjustments as new DOB information becomes available. The Case Manager will also be responsible to ensure that any reduction of award or recapture occurs in accordance with the Grant Agreement or Cooperative Endeavor Agreement.

Exhibit F – Procurement Policies and Procedures

CITY OF COLUMBIA COMMUNITY DEVELOPMENT DEPARTMENT

CDBG DISASTER RECOVERY PROCUREMENT POLICY

These procedures are intended to serve as guidelines for the procurement of supplies, equipment, construction services and professional services for the City of Columbia Community Development Block Grant (CDBG) Disaster Recovery Program. These guidelines meet state requirements and the standards established in §2 CFR 200, Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards (formerly 24 CFR 85.36).

CODE OF CONDUCT

The City of Columbia (the City) maintains these standards of conduct covering conflict of interest and governing the performance of its employees engaged in the selection, award, and administration of contracts as required by 2 CFR Section 200.318. No employee, officer, or agent of the City of Columbia shall participate in the selection, award, or administration of a contract supported by a federal award if he or she has a real or apparent conflict of interest. Such a conflict could arise if the employee, officer or agent; any member of his/her immediate family; his/her partner; or an organization which employs or is about to employ any of the above, has a financial or other interest in the firm selected for award.

If the City of Columbia has a parent, affiliate or subsidiary organization (that is not a state, federally recognized tribe, or local government), the entity must also maintain written standards of conduct covering organization conflicts of interest. Organizational conflicts of interest occur when the entity is unable, or appears to be unable, to be impartial in conducting a procurement action involving a related organization because of relationships with a parent company, affiliate or subsidiary organization.

To ensure objective contractor performance and eliminate unfair competitive advantage, contractors that develop or draft design plans and specifications, requirements, statements of work, and invitations for bids or requests for proposals must be excluded from competing for such procurements as required in 2 CFR Section 200.319 (a).

Under the 1991 Ethics Reform Act, South Carolina Code of Laws, 1976 as amended, City of Columbia employees are prohibited from accepting *anything of value* from any person such as contractors or firms, potential contractors or firms, or parties to sub-agreements. *Anything of value* includes, but is not limited to, lodging, transportation, entertainment, food, meals, beverages, money, gifts, honorariums, discounts and interest free loans.

Any alleged violations of these standards of conduct shall be referred to the City of Columbia Attorney. Where violations appear to have occurred, the offending employee, officer or agent shall be subject to disciplinary action, including but not limited to dismissal or transfer; where violations or infractions appear to be substantial in nature, the matter may be referred to the appropriate officials for criminal investigation and possible prosecution.

PROCUREMENT PROCEDURES

The director of each department or agency of the City of Columbia responsible for procurement of services, supplies, equipment, or construction obtained with Disaster Recovery CDBG funds shall review all proposed procurement actions to avoid the purchase of unnecessary or duplicative items. Such reviews shall consider consolidation or breaking out to obtain a more economical purchase. When determined appropriate by the Director, an analysis to determine which approach would be the most economical shall be undertaken.

The City of Columbia shall take affirmative steps to assure that small and minority firms, women's business enterprises, and surplus labor firms are solicited whenever they are potential qualified sources. The City of Columbia shall also consider the feasibility of dividing total requirements into smaller tasks or quantities so as to permit maximum participation by small and minority firms, women's business enterprises, and labor surplus firms. Where permitted by regulations, delivery schedules will be developed that will include participation by such businesses. The City of Columbia shall assist the prime contractor whenever possible by providing lists that identify qualified small and minority firms, women's business enterprises, and labor surplus area firms.

SELECTION PROCEDURES

All goods and services procured with CDBG Disaster Recovery funds shall be carried out in a manner that provides maximum free and open competition. Procurement procedures will not restrict or eliminate competition. The City of Columbia shall not place unreasonable requirements on firms in order for them to qualify to do business. Nor will the City of Columbia encourage or participate in noncompetitive practices among firms. The City of Columbia is alert to organizational conflicts that would jeopardize the negotiation process and limit competition. The City of Columbia will not require unnecessary experience or bonding.

Pursuant to state law and federal regulations at 2 CFR 200.319 (c), all solicitations of offers shall incorporate a clear accurate description of the technical requirements for the material, service, or product to be procured. In competitive procurements, these descriptions shall not contain features which unduly limit competition. The description may include a statement of the qualitative nature of the material, product, or service and the minimum essential characteristics and standards to which it must conform if it

is to satisfy its intended use. Detailed product specifications shall be avoided whenever possible. A *brand name or equal* description may be used to define the performance or other salient requirements of procurement. The specific features of the named brand that must be met by offerors shall be clearly stated.

All solicitations of offers shall clearly set forth all requirements that offerors must fulfill and all other factors to be used in evaluating bids, proposals, or statements of qualifications.

Contracts shall be awarded only to responsible contractors/firms that possess the potential ability to perform successfully under the terms and conditions of the proposed procurement.

Consideration shall be given to such factors as the contractor's/firm's capacity, integrity, compliance with public policy, record of past performance, and financial and technical resources.

Grantees and subgrantees will ensure that all prequalified lists of persons, firms, or products used in acquiring goods and services are current and include enough qualified sources to ensure maximum open and free competition. Also, grantees will not preclude potential bidders from qualifying during the solicitation period.

METHODS OF PROCUREMENT

Direct procurement by the City of Columbia shall be made using one of the following methods depending on the type of service to be procured.

Small Purchase Procedures Relatively simple, informal procurement procedures will be used where the purchase of materials, single task services, supplies, equipment, and/or other property will not cost in the aggregate more than \$25,000 except where further limited by state law or Disaster Recovery CDBG policy. The procurement officer must obtain a minimum of three written price or rate quotations from qualified sources. Documentation on all quotations received shall be made a part of the file. Selections shall be made principally on price. Payment shall be made upon delivery or completion.

Competitive Sealed Bids/Formal Advertising Under this procedure, bids is publicly advertised in accordance with the state's Public Bid Law. A firm fixed price contract (either lump sum or unit price) shall be awarded to the responsible bidder whose bid is lowest in price and that conforms to all the material terms and conditions of the advertisement for bids.

Competitive sealed bids can be used ONLY when the following criteria are met: (1) there are complete, adequate, and realistic specifications or purchase descriptions; (2) there are two or more responsible bidders who are willing and able to compete effectively; (3)

the procurement can be made on a firm fixed-price contract and selection of the successful bidder can appropriately be made principally on the basis of price. When formal advertising is used the following conditions shall be met:

- The advertisement for bids shall be publicly advertised in accord with state law.
- The advertisement for bids, including the specifications and pertinent attachments, shall clearly define the items or services needed in order for the bidders to properly respond to the advertisement.
- All bids shall be opened publicly at the time and place specified in the advertisement for bids.
- A firm fixed-price contract award shall be made by written notice to the lowest responsible bidder whose bid conforms to the advertisement for bids. Where specified in the bid documents, factors such as discounts, transportation costs, and life cycle costs shall be considered in determining which bid is lowest. Payment discounts shall only be used to determine low bid when prior experience indicates that such discounts are generally taken.
- Notwithstanding the above, any or all bids may be rejected when there are sound documented business reasons in the best interest of the Disaster Recovery CDBG Program.

Competitive Negotiation: Requests for Proposals/Qualification Statements. The technique of competitive proposals is normally conducted with more than one source submitting an offer and either a fixed price or cost-reimbursement type contract is awarded. All competitive proposals shall be conducted using a formal RFP/RFQ when conditions are not appropriate for the use of sealed bids. Architectural and engineering services must be procured via requests for qualification statements; administrative consulting services must be procured via requests for proposals. Other professional services may also be procured by requests for proposals. The following procedures will be used for competitive negotiation:

- Requests for proposals will be publicized and identify all evaluation factors and their relative importance. Any response to requests for proposals must be considered to the maximum extent practical;
- Proposals must be solicited from an adequate number of qualified sources;
- The non-Federal entity must have a written method for conducting technical evaluations of the proposals received and for selecting recipients;

- Contracts must be awarded to the responsible firm whose proposal is most advantageous to the program, with price and other factors considered; and
- The non-Federal entity may use competitive proposal procedures for qualifications-based procurement of architectural/engineering (A/E) professional services whereby competitors' qualifications are evaluated and the most qualified competitor is selected, subject to negotiation of fair and reasonable compensation. The method, where price is not used as a selection factor, can only be used in procurement of A/E professional services. It cannot be used to purchase other types of services though A/E firms are a potential source to perform the proposed effort.
- All submittals will be honored and entered into the competition.
- Request for proposals or qualification statements shall contain a detailed list of tasks in the proposed scope of work that is expected to be accomplished.
- The request for proposals or qualification statements shall identify all significant evaluation factors or selection criteria, including the corresponding point system that will be used to rate the proposals/qualification statements. Requests for proposals shall always include cost and at least one non-cost evaluation factor.
- The selecting official (or committee, if one is designated) shall review all proposals and statements received and make a technical evaluation of each. This shall also include a written statement that identifies the basis upon which the selection was made; including the importance of cost (for RFPs).

A contract award will be made to the responsible offeror whose submission is deemed most appropriate to the City of Columbia with consideration for price, qualifications, and other factors set by the local governing body. Unsuccessful offerors shall be notified in writing within ten working days of contract award. Documentation of notification shall be maintained in the contract selection file for the individual project.

For qualifications-based procurement of architectural/engineering (A/E) professional services whereby competitors' qualifications are evaluated and the most qualified competitor is selected, at least three firms will be solicited. Following the review of the qualification statements received, the most qualified competitor will be selected to enter into contract negotiation. This shall always include negotiation of price to insure cost reasonableness. At the conclusion of successful negotiation, the competitor shall be invited to enter into a contract.

Noncompetitive Negotiation/Sole Source Noncompetitive negotiation shall be used when small purchase, formal advertising, or competitive negotiation procedures are not feasible. Noncompetitive negotiation will involve solicitations of a proposal from only one source. This can also occur if solicitations under the competitive negotiation procedures result in only one proposal or qualification statement. Noncompetitive negotiation shall only be used when written authorization has been obtained from the U.S. Housing and Urban Development (HUD) In order to qualify for this type of procurement, one of the following circumstances must apply:

- The item or service is available only from a single source;
- It is determined that a public urgency or emergency exists and the urgency will not permit the delay beyond the time needed to employ one of the other three methods of procurement.
- After solicitation of a number of sources, competition is determined to be inadequate.

PROTESTED SOLICITATIONS AND AWARDS

Right to protest. Any actual or prospective bidder, offeror, contractor, or subcontractor who is aggrieved in connection with the solicitation or award of a contract may protest to the appropriate procurement officer. The protest, setting forth the grievance, shall be submitted in writing within five (5) days after such aggrieved persons know, or should have known of, the facts giving rise thereto, but in no circumstance after 10 days of notification of contract award.

Authority to resolve protests: The appropriate procurement officer shall have authority, prior to the commencement of an administrative review, as provided in this article, to settle and resolve a protest of an aggrieved bidder, offeror, contractor or subcontractor, actual or prospective, concerning the solicitation or award of a contract. This authority shall be utilized in a manner consistent with regulations or laws governing the procurement of supplies, services and construction for the city.

Decision. If the protest is not resolved by mutual agreement, the appropriate procurement officer shall promptly issue a decision in writing within 10 days. The decision shall state the reasons for the action taken.

Notice of decision. A copy of the decision shall be mailed or otherwise furnished immediately to the protestant and any other party intervening.

Finality of decision. A decision of this section shall be final and conclusive, unless fraudulent, or unless any person adversely affected by the decision requests a review in writing, setting forth the grievance, to the city manager within 10 days of the decision. The protestant may also request an interview with the city manager.

Request for review. The request for a review shall not stay the contract unless fraudulent.

CONTRACT PRICING

Cost plus percentage of cost and percentage of construction cost methods of contracting **MUST NOT** be used. The City of Columbia shall perform cost or pricing analysis in connection with every procurement action including contract modifications in accordance with the requirements of *Cost and Price Analysis for HUD Grantees and Funding Recipients*. Costs or prices based on estimated costs for Disaster Recovery CDBG projects shall be allowed only to the extent that the costs incurred or the cost estimates included in negotiated prices are consistent with federal cost principals [48 CFR Part 31]. Lump sum prices will only be utilized when there is a definable work product and the quantity to be provided is certain and the contractor assumes all the risk for costs incurred. Unit prices can be utilized when there is a definable work product and the contractor assumes all the risk for costs incurred, but the quantity is estimated. Cost reimbursement will be utilized when the task does not result in a definable work product or the contractor will not assume the risk of incurring the cost to complete the task. Cost reimbursement, unit or lump sum price, or a combination thereof may be utilized as appropriate.

A cost reimbursement type contract is most appropriate when the scope and extent of the work to be performed are not clearly defined, such as a professional services contract. A cost reimbursement contract **MUST** clearly establish a cost ceiling which may not be exceeded without formally amending the contract, and must identify a fixed dollar profit that may not be increased unless there is a contract amendment that increases the scope of the work.

A fixed price contract is appropriate when the scope of work is very well defined and product oriented. A fixed price contract can only be awarded when fair and reasonable prices can be established through adequate price competition and the solicitation is based principally on price.

A fixed price contract **MUST** establish a guaranteed price that may not increase unless there is a contract amendment that increases the scope of the work.

PROCUREMENT RECORDS

The City of Columbia shall maintain records sufficient to detail the history of all CDBG Disaster Recovery procurements. The Procurement Record shall include documentation

of:

- The determination and rationale for selecting the method of Procurement from among the methods permissible under these guidelines;
- The process used to determine best value, the manner in which the evaluation process was conducted, and the evaluation criteria which, whenever possible, shall be quantifiable;
- The rationale for selecting the specific Contractor or Vendor and the basis upon which cost was determined to be reasonable.
- For each amendment to an existing Contract, especially those containing material changes (e.g., changes in scope, performance period, price, price ceiling, etc.), a written justification shall be included in the Procurement Record.
- Determinations of emergency with respect to Emergency Selection Contracts shall be included in the Procurement Record, as well as the determination to enter into a Sole Source or Single Source Contract.

ECONOMIC OPPORTUNITIES FOR SECTION 3 RESIDENTS AND BUSINESSES

It is the policy of the City of Columbia to require its contractors to provide equal employment opportunity to all employees and applicants for employment without regard to race, color, religion, sex, national origin, disability, veteran's or marital status, or economic status and to take affirmative action to ensure that both job applicants and existing employees are given fair and equal treatment.

Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701u) requires the City of Columbia to ensure that employment and other economic and business opportunities generated by HUD financial assistance, to the greatest extent feasible, are directed to public housing residents and other low-income persons, particularly recipients of government housing assistance, and business concerns that provide economic opportunities to low- and very-low income persons.

Section 3 requirements are triggered whenever the need for new employment, contracting or subcontracting is established for federally funded projects involving the construction or rehabilitation of housing, or other public construction projects, valued at \$200,000 or more and contracts of \$100,000 or more. Section 3 regulations apply to construction and professional services contracts alike and cover the entire project regardless of whether it is fully or partially funded by HUD.

Procurement and Contracting Policy

The City of Columbia will incorporate Section 3 Contracting Policy and Procedures in all procurements generated for use with HUD funding. This policy establishes goals for awarding contracts to Section 3 Businesses and Small Disadvantaged Businesses, formerly

Minority and Women Business Enterprises (M/WBE). It is the responsibility of contractors, vendors and suppliers to implement progressive efforts to attain Section 3 compliance. The numerical goal is:

Ten percent (10%) of the aggregate number of new hires in any fiscal year.

The Section 3 Contract Clause specifies the requirements for contractors hired for Section 3 covered projects. Any contractor that does not meet the Section 3 numerical goals must demonstrate why meeting the goals were not feasible. All contractors submitting bids or proposals to the City of Columbia are required to certify that they comply with the requirements of Section 3. The City's Office of Business Opportunity tracks Section 3 compliance.

Section 3 Clause

All Section 3 covered contracts shall include the following clause:

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. 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.

The parties to this contract agree to comply with HUD's regulations in 24 CFR 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.

The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR 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 CFR Part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.

The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.

Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

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 are subject to the provisions of Section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS

The City of Columbia will take all necessary affirmative steps to assure minority businesses, women's business enterprises, and labor surplus area firms are used when possible. Affirmative steps must include:

- Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small, minority, and women's business enterprises;
- Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
- Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
- Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed above.

CONTRACT COST AND PRICE

The City of Columbia will perform a cost or price analysis in connection with every procurement action in excess of the Simplified Acquisition Threshold (\$150,000) including contract modifications. The method and degree of analysis is dependent on the facts

surrounding the particular procurement situation, but as a starting point, the City will make independent estimates before receiving bids or proposals.

The City of Columbia must negotiate profit as a separate element of the price for each contract in which there is no price competition and in all cases where cost analysis is performed. To establish a fair and reasonable profit, consideration must be given to the complexity of the work to be performed, the risk borne by the contractor, the contractor's investment, the amount of subcontracting, the quality of its record of past performance, and industry profit rates in the surrounding geographical area for similar work.

Costs or prices based on estimated costs for contracts under the federal award are allowable only to the extent that costs incurred or cost estimates included in negotiated prices would be allowable for the City of Columbia under Subpart E—Cost Principles of this part. The City of Columbia may reference its own cost principles that comply with the Federal cost principles. **The cost plus a percentage of cost and percentage of construction cost methods of contracting must not be used.**

CONTRACT ADMINISTRATION

The City of Columbia shall maintain contract administration systems that ensure contractors/firms perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders. The accepted performance of contractors/ firms will be a factor in subsequent contract negotiations and award. Remedial action by the City of Columbia through legal processes shall be considered in instances of significant nonperformance.

PURCHASING DIVISION - SEGREGATION OF DUTIES

Segregation of duties is a vital and critical measure for effective internal controls in citywide procurement and contracting operations and to ensure the integrity of the business process. These measures further reduce the risk of erroneous and inappropriate actions and deter fraud and fraudulent acts. Staff with multiple functional roles has a greater opportunity to abuse powers within an organization. The City of Columbia clearly separates the roles of purchasing and finance including a separation of receiving (custody) of assets and recording, payments, monitoring and reviewer approval roles. Some specific examples of segregation of duties are as follows:

- The person who requisitions the purchase of goods or services is not the person who creates the purchase order or approves the purchase.
- The person who approves the purchase of goods or services is not the person who processes the invoices for payment.
- The person receiving an invoice is not the same individual creating the Purchase

Order.

- The person who approves the purchase of goods or services is not able to obtain custody of checks to the recipient.
- The person who opens the mail is not the person handling fixed assets, invoicing, checks, etc.

Management is ultimately responsible for oversight, monitoring and review of the internal purchasing process. By performing periodic assessments and reviews of its procurement activities, the City will greatly reduce risks of fraud and abuse.

RESPONSIBLE CONTRACTORS

The City of Columbia will make awards only to responsible Contractors possessing the ability to perform successfully under the terms and conditions of a proposed procurement. Consideration will be given to such matters as contractor integrity, compliance with public policy, record of past performance, and financial and technical resources. [2 CFR § 200.318(h)]. The City Community Development Department will assess vendor responsibility. Contractors and vendors must affirmatively demonstrate their responsibility and the responsibility of their proposed subcontractors.

PRE-QUALIFIED POOL (PQP) OF VENDORS

The City of Columbia may select contractors or vendors for any procurement activity from a qualified pool of potential contractors selected on the basis of an RFP or RFQ. Using a Pre-qualified Pool of Vendors allows aspects of the competitive process to be addressed early in a phased selection process so that vendors and contractors in the pool can be subsequently engaged on an accelerated, more efficient basis. Where a PQP has been established for a particular procurement, the solicitation of individual bids need not be publicly advertised. Contract award will be based on the lowest bid for specific services required. The City shall ensure that all panels include enough qualified sources to ensure maximum open and free competition. The City also will not preclude potential bidders from qualifying during the solicitation period. [2 CFR § 200.319(d)]

- State Agency or State Authority Contract. The City may enter into contracts with eligible vendors where the State has engaged in a competitive process to create a pool of eligible vendors for comparable services.
- Affiliated Agency Contract or Affiliated Agency Competitive Selection Process. Whenever an Affiliated Agency has completed a competitive process to create a pool of eligible vendors for the provision of goods and/or services, the City may enter into a contract with those vendors for such services, if for the same services and upon comparable terms.

- Intergovernmental Agreements. To foster greater economy and efficiency, and in accordance with efforts to promote cost-effective use of shared services across the federal government, the City is encouraged to enter into State and local intergovernmental agreements or inter-entity agreements, where appropriate, for procurement or use of common or shared goods and services. [2 CFR § 200.318(e)]

NO IN-STATE OR LOCAL GEOGRAPHICAL PREFERENCES

The City of Columbia must conduct procurements in a manner that prohibits the use of statutorily or administratively imposed state, local, or tribal geographical preferences in the evaluation of bids or proposals, except in those cases where applicable federal statutes expressly mandate or encourage geographic preference. Nothing in this section preempts state licensing laws.

BONDING REQUIREMENTS

City of Columbia construction or housing rehabilitation contracts or subcontracts exceeding the Simplified Acquisition Threshold of \$150,000 may accept the City's contractor bonding policy and requirements provided that the federal awarding agency or pass-through entity has determined that the federal interest is adequately protected. If such a determination has not been made, the minimum requirements must be as follows:

- A bid guarantee from each bidder equivalent to five percent of the bid price. The bid guarantee must 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 its bid, execute such contractual documents as required within the time specified. [2 CFR § 200.325 (a)]
- A performance bond on the part of the Contractor 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 obligations under such contract. [2 CFR § 200.325 (b)]
- A payment bond on the part of the Contractor 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. [2 CFR § 200.325 (c)]

REQUIRED LANGUAGE IN CONTRACTS SUPPORTED BY FEDERAL FUNDS

All contracts supported by, or paid with, federal funds, and all terms required by any applicable federal statute, regulation, Federal Register notice, or policy shall be specifically incorporated by reference to such statute, regulation, Federal Register notice or policy. All CDBG-Disaster Recovery funded contracts must contain the applicable

provisions described in Appendix II to Part 200 - Contract Provisions for Non-Federal Entity Contracts Under Federal Awards, which is annexed to these procedures.

APPENDIX II TO PART 200
CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

- A. Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.
- B. All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.
- C. Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of *federally assisted construction contract* must include the equal opportunity clause in accordance with Executive Order 11246, *Equal Employment Opportunity*, as amended by Executive Order 11375 and implementing regulations at 41 CFR part 60, *Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor*.
- D. Davis-Bacon Act, as amended (40 U.S.C. 3141- 3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act as supplemented by Department of Labor regulations (29 CFR Part 5, *Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction*). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland Anti-Kickback Act (40 U.S.C. 3145). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

- E. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701- 3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704. Less than 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- F. Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of *funding agreement* under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that *funding agreement*, the recipient or subrecipient must comply with the requirements of 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 the awarding agency.
- G. Clean Air Act (42 U.S.C. 7401- 7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251- 1387), as amended - Contracts and subgrants in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act and the Federal Water Pollution Control Act as amended. Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
- H. Debarment and Suspension (Executive Orders 12549 and 12689) - A contract award must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM). SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
- I. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) - Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to

influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.



We Are Columbia

MEETING DATE: August 20, 2019

DEPARTMENT: City Clerk

FROM: *Erika Moore, City Clerk*

SUBJECT: Hospitality Tax Funding Request - The Honorable Mayor
Stephen K. Benjamin

**FUNDING SOURCE &
ORIGINAL BUDGET:**

FOCUS AREAS: Attracting & Retaining Talent