



COLUMBIA CITY COUNCIL MEETING AGENDA TUESDAY, MARCH 20, 2018

The City Council will conduct a Work Session at 2:00 p.m. & Meeting at 6:00 p.m. on Tuesday, March 20, 2018 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 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.

ROLL CALL

INVOCATION

FINANCIAL REPORT

1. Ms. Jan Alonso, Finance Director will be present to answer questions regarding the January 2018 Financial Report.

CITY COUNCIL DISCUSSION

2. COMET Service Proposal - Mrs. Ann August, Executive Director of the COMET
3. Meal Share Program Update - Mr. Randy Davis, Director of Parks and Recreation and Ms. Jennifer Moore, Senior Director, Financial Stability Council for the United Way of the Midlands
4. Fiscal Year 2018 /2019 Revenue Projections - Ms. Melisa Caughman, Budget and Program Management Director

EXECUTIVE SESSION

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

*Lower Richland Sewer Agreement
Carolina Water Service - Friarsgate*



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COLUMBIA CITY COUNCIL MEETING AGENDA TUESDAY, MARCH 20, 2018

*Office Lease - Main Street
Flood Recovery Property Acquisition*

6. Receipt of legal advice relating to a pending, threatened or potential claim – S.C. Code §30-4-70(a)(2)

*Frank J. Cumberland, Jr., Individually and as Class Representatives v. City of Columbia
Ownership and Maintenance of Stormwater Infrastructure
Abdinasir Yahye v. City of Columbia, et al.*

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

*Freedom of Information Act Request
Potential Declaratory Judgment Action*

COUNCIL MEETING - 6:00 P.M.

ROLL CALL

PLEDGE OF ALLEGIANCE

INVOCATION

ADOPTION OF THE AGENDA

PUBLIC INPUT RELATED TO AGENDA ITEMS

APPROVAL OF MINUTES

8. Council is asked to approve the January 16, 2018 Meeting Minutes.

CONSENT AGENDA ITEMS 9 THROUGH 23

9. Council is asked to approve the Purchase of Exterior Video Surveillance Services for City Hall, as requested by the Support Services Division. Award to Schneider Electric, using the National Intergovernmental Purchasing Alliance Contract in the amount of \$64,349.64. This vendor is located in Carrollton, TX.

Funding Source: General Capital Projects-City Facility Security Systems- Capital Project Costs; 4039999-CP106502-658650. The original budgeted amount is \$64,349.64.



**COLUMBIA CITY COUNCIL MEETING AGENDA
TUESDAY, MARCH 20, 2018**

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10. Council is asked to approve the Purchase of Gas Masks and Accessories, as requested by the Police Department. Award to All Safe Industries, using the General Services Administration Contract in the amount of \$80,326.82. This firm is located in Louisville, KY.

Funding Source: Police Administrative Services-Special Departmental Supplies;1012402-627100. The original budgeted amount is \$80,326.82.

11. Council is asked to approve the Purchase of Lighting and Fencing for three (3) fields at Earlewood Park, as requested by the Parks and Recreation Department. Award to MUSCO Sports Lighting, using the National Joint Powers Alliance Contract in the amount of \$319,387.00. This vendor is located in Oskaloosa, IA.

Funding Source: Parks Buildings & Grounds- Capital Project Costs; 1015104-658650. The original budgeted amount is \$319,387.00.

12. Council is asked to rescind the Purchase of two (2) Side Loader Refuse Trucks from Carolina Environmental Systems, Inc using the National Joint Powers Alliance Contract in the amount of \$528,800.00, as approved on March 6, 2018.

Funding Source: Capital Replacement-Auto,Trucks, Heavy-Equipment Capital; 6308972-658500. The original budgeted amount is \$537,743.00.

13. Council is asked to approve the Purchase of two (2) Side Loader Refuse Trucks, as requested by the Fleet Services Division. Award to Peterbilt of Charlotte using the National Joint Powers Alliance Contract in the amount of \$500,032.00. This vendor is located in Charlotte, NC.

Funding Source: Capital Replacement-Auto,Trucks, Heavy-Equipment Capital; 6308972-658500. The original budgeted amount is \$537,743.00.

This is a replacement for Action Item #4129. Item was approved 3/6/18 and a PO was issued 3/9/18. It was determined that the incorrect vendor was awarded. The vendor was informed of the error and the attached cancellation notice was sent. We are asking council to approve for the exact same trucks as specified in Action Item #4129. The vendor has changed and the amount requested has been decreased.

14. Council is asked to approve Change Order #2 for Project SS6786; Rehabilitation Services for Sanitary Sewer Manholes, as requested by Columbia Water. Award to Prism Contractors and Engineers, Inc. in the amount of \$151,002.50. This firm is located in Williamsburg, VA.



COLUMBIA CITY COUNCIL MEETING AGENDA TUESDAY, MARCH 20, 2018

Funding Source: 5529999-SS678617-658650 Annual Contract for Rehabilitation of Sanitary Sewer Manholes - Capital Project Costs. The original budgeted amount for this change order is \$151,002.50.

15. Council is asked to approve a Contract for Environmental Services for the Community Development Block Grant - Disaster Recovery Housing Rehabilitation and Infrastructure Programs, as requested by the Community Development Department. Award to ESP Associates, P.A. of Columbia, SC in an amount not to exceed \$668,776.00.

Funding Source: CDBG-DR

16. Council is asked to approve a Program Management Services Agreement for the Stormwater Improvement Program, as requested by Columbia Water. Award to Woolpert, Inc., in an amount not to exceed \$1,015,115.00 for year one. This firm is located in Columbia, SC.

Funding Source: 5549999-SD845001-658650. The original budgeted amount is a total of \$3,000,000.00 for the three-year agreement.

The following sub-consultants will provide additional services:

Chao & Associates, a Minority Business Enterprise (M) of Columbia, SC will provide engineering, inventory and mapping, easement, construction management services at \$166,242.00 (16%) of the contract value.

PJ Noble & Associates, a Minority Business Enterprise (W) of Columbia, SC will provide public meetings and outreach services at \$76,406.00 (8%) of the contract value.

4D Engineering, a Minority Business Enterprise (W) of Lexington, SC will provide site design and construction management services at \$182,085.00 (18%) of the contract value.

HDR, Incorporated of Columbia, SC will provide public outreach, easement, LID/GIS design and evaluation, public-private partnerships services at \$93,660.00 (9%) of the contract value.

WE3 Consultants, LLC, a Small Business Enterprise of Saluda, SC will provide public-private partnership public meetings and outreach services at \$3,900.00 (1%) of the contract value.

17. Ordinance No.: 2017-086 - A Third Supplemental Ordinance Providing for the Issuance and Sale of City of Columbia, South Carolina Parking Facilities Refunding Revenue Bonds, in one or more series, in the Principal Amount of not Exceeding \$45,000,000; Delegating the Authority to the Mayor, City Manager and Assistant City Manager for Finance and Economic Services, or Any Two of Them Acting Together, To determine



COLUMBIA CITY COUNCIL MEETING AGENDA TUESDAY, MARCH 20, 2018

Certain Matters with Respect to the Bonds; Prescribing The Form and Details of Such Bonds; and Other Matters Relating Thereto

First reading approval was given on October 17, 2017.

18. Ordinance No.: 2018-004 - Authorizing the City Manager to execute an Eleventh 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 March 6, 2018.

19. Resolution No.: R-2018-005 - Authorizing consumption of beer and wine only at the Jam Room Music Festival in the 1400 block of Main Street, the eastern half block of the 1100 block of Hampton Street adjacent to Boyd Plaza and Boyd Plaza on September 29, 2018
20. Resolution No.: R-2018-010 - Authorizing consumption of beer and wine only within Boyd Plaza adjacent to the Columbia Museum of Art for a Gala Fundraiser on Saturday, April 21, 2018
21. Resolution No.: R-2018-013 - Authorizing consumption of beer and wine only at the Hopkins Breast Cancer Survivor Block Party in the 1900 block of McAlister Street on Saturday, June 16, 2018 with a rain contingency date of Saturday, June 23, 2018
22. Resolution No.: R-2018-020 - Authorizing consumption of beer and wine only at the Rocky Shoals Spider Lily Happy Hours in the Amphitheater Area of the Riverfront Park on Tuesdays May 1, 8, 15, 22 and 29, 2018
23. Resolution No.: R-2018-021 - Authorizing consumption of beer and wine only at Soda City Yard Sale Market on Saturday, April 28, 2018 with a rain contingency of May 5, 2018

PRESENTATIONS

24. February 2018 Employee of the Month - Mr. Robert Anderson, Director of Public Works

Mr. Byron Jasper, Senior Electrician for the Traffic Engineering Division



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**COLUMBIA CITY COUNCIL MEETING AGENDA
TUESDAY, MARCH 20, 2018**

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- 25. Columbia Firefighter Appreciation Month Proclamation - The Honorable Mayor Stephen K. Benjamin
 - 26. Earth Hour Proclamation - The Honorable Mayor Stephen K. Benjamin
 - 27. Age Friendly City Designation - Ms. Liz Norris, AARP SC State President and Ms. Lisa Marie Field, Chair of the AARP Age Friendly City Advisory Council
 - 28. Birthright Update - Mr. Hank Chardos, Executive Director and Co-Founder of Birthright

RESOLUTIONS

- 29. Resolution No.: R-2018-022 - Supporting the Elimination of all forms of Discrimination and Violence Against Women and Girls, Prompting the Health and Safety of Women and Girls, and supporting their Being Afforded Equal Academic, Economic, Social, Cultural and Business Opportunities in the City of Columbia; Expressing Support for Individual Cities Passing Resolutions and Ordinances to Implement the Principles of the Elimination of all Forms of Discrimination against Women at the Local Level
- 30. Resolution No.: R-2018-026 - Approving the honorary naming of the 600, 700, 800, 900, and 1000 blocks of King Street between Millwood Avenue and Blossom Street "Judge Mildred McDuffie Way"
- 31. Resolution No.: R-2018-024 A Resolution Authorizing the issuance and sale of a not exceeding \$3,125,000 General Obligation Bond Anticipation Note, Series 2018A, or such other appropriate series designation, of City of Columbia, South Carolina; fixing the form and details of the 2018A Note; Authorizing the Mayor, the City Manager, and the Assistant City Manager for Finance and Economic Development Services, or any two of them acting together to prescribe certain matters relating to the 2018A Note; providing for the payment of the 2018A Note and Disposition of the Proceeds thereof; and other matters relating thereto

ZONING/PLANNING PUBLIC HEARING - 7:00 P.M.

- 32. ZONING MAP AMENDMENT - 1908 Blossom Street, TMS# 11308-11-07 and 11308-11-03 **Deferred**

Council District: 3



COLUMBIA CITY COUNCIL MEETING AGENDA TUESDAY, MARCH 20, 2018

Proposal: Request to rezone the parcels from M-1, -5P to MX-1, -5P

Applicant: Josh Boltinhouse, Lambert Architecture & Construction Services

Staff Recommendation: Approval

PC Recommendation: 11/06/2017, deferred by applicant to 12/04/2017; 12/04/2017, deferred by applicant to 1/8/2018; 01/08/2018, deferred by applicant to 2/5/2018; 02/05/2018, Denial (5-3, and 1 abstention)

33. ZONING MAP AMENDMENT - 3319 Millwood Avenue, TMS# 13804-03-09

Council District: 3 & 4

Proposal: Request to rezone the parcel from PUD-C to RS-2

Applicant: Raymond A. Perkins, Jr., Richland School District One

Staff Recommendation: Approval

PC Recommendation: 01/08/2018, deferred by applicant to 2/5/2018; 02/05/2018, Denial (9-0)

34. ANNEXATION, COMPREHENSIVE PLAN MAP AMENDMENT, AND ZONING MAP AMENDMENT - 2050 Woodcreek Farms Road; TMS# 25716-03-04

Ordinance NO.: 2018-006 - Annexing and Incorporating 2050 Woodcreek Farms Road, Richland County TMS# 25716-03-04, into the Plan Columbia Land Use Plan Putting the Pieces Together adopted by Ordinance No.: 2015-014 on February 17, 2015

Council District: 4

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

Applicant: The Hampton Links, LLC

Staff Recommendation: Approval

PC Recommendation: 01/08/2018; Approval (7-0)

ORDINANCES - FIRST READING

35. Ordinance No.: 2018-008 - Authorizing the City Manager to execute a Seventh Amendment to Lease between the City of Columbia and Old Boy Properties, LLC for



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COLUMBIA CITY COUNCIL MEETING AGENDA TUESDAY, MARCH 20, 2018

property consisting of 100± acres in Richland County, South Carolina being a portion of the property formerly owned by Columbia Venture, LLC and Sunday School, LLC

36. Ordinance No.: 2018-009 - Granting encroachment to Central Midlands Transit Authority – The COMET for the use of the right of way areas of the 5500 block of Ring Road for the installation and maintenance of a Bus Shelter, sidewalk, cart coral and landscaping adjacent to 5590 Ring Road, Richland County TMS#16710-02-04
37. Ordinance No.: 2018-011 - Granting an encroachment to Historic Columbia Foundation for the use of the right of way area of the 1700 block of Henderson Street for the installation and maintenance of a wooden utility pole and conduit adjacent to 1615 Blanding Street Richland County TMS11403-07-01

OTHER MATTERS

38. Council is asked to approve the Installation of four (4) Speed Humps on Waccamaw Avenue, as requested by the Public Works Department.

The Columbia Police Department and Fire Department approved the proposed locations.

CONSIDERATION OF MATTERS DISCUSSED DURING THE WORK SESSION

CITY COUNCIL COMMITTEE REPORTS / REFERRALS

APPEARANCE OF THE PUBLIC



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MEETING DATE: March 20, 2018

DEPARTMENT: Finance

FROM: *Jan Alonso, Finance Director*

SUBJECT: Ms. Jan Alonso, Finance Director will be present to answer questions regarding the January 2018 Financial Report.

REQUISITION NO.: Ms. Jan Alonso, Finance Director

FINANCIAL IMPACT:

ATTACHMENTS:

- **#a:** January Council Report (PDF)

City of Columbia
General Fund Summary - Revenue and Expenditures - Current to Prior Year Variance
January 31, 2018

	ACTUAL PRIOR YEAR FY 2016/17	BUDGET CURRENT YEAR FY 2017/18	ACTUAL PRIOR YEAR THRU JAN 2017	ACTUAL CURRENT YEAR THRU JAN 2018	ACTUAL CURRENT TO PRIOR VARIANCE	% ANNUAL BUDGET
REVENUE						
1 GENERAL PROPERTY TAX	52,188,321	55,702,136	20,255,489	23,901,758	3,646,269	42.9%
2 LICENSES AND PERMITS	39,714,255	40,749,189	3,221,048	3,122,305	(98,743)	7.7%
3 FROM OTHER AGENCIES	14,822,853	15,953,090	6,077,869	7,392,718	1,314,849	46.3%
4 CURRENT SERVICE CHARGES	12,761,111	13,196,006	7,239,369	7,322,486	83,117	55.5%
5 FINES & FORFEITURES	813,469	918,000	542,020	518,506	(23,514)	56.5%
6 SPECIAL EVENTS	95,126	80,300	93,086	121,427	28,341	151.2%
7 MISCELLANEOUS REVENUE	162,733	120,000	20,300	55,281	34,981	46.1%
8 INTEREST ON INVESTMENT	(39,356)	150,000	49,560	7,412	(42,148)	4.9%
9 RENTS & SALE OF PROPERTY	2,859,635	397,000	149,497	224,813	75,316	56.6%
10 TOTAL REVENUE	123,378,147	127,265,721	37,648,238	42,666,706	5,018,468	33.5%
TRANSFERS IN						
12 FROM CAPITAL LEASE PROCEEDS	5,569,307	0	1,304,296	2,961,843		0.0%
13 FROM ACCOMMODATIONS TAX	25,000	25,000	25,000	25,000	0	100.0%
14 FROM HOSPITALITY TAX	3,000,000	3,700,000	1,750,000	2,158,333	408,333	58.3%
15 FROM GO BOND PROCEEDS	3,745,756	4,000,000	1,797,437	298,946	(1,498,491)	7.5%
16 FROM WATER & SEWER OPERATING	2,270,000	4,189,680	1,324,167	2,443,980	1,119,813	58.3%
17 FROM PARKING FUND	500,000	500,000	291,667	291,667	0	58.3%
18 FROM OTHER FUNDS	1,974,357	508,098	1,743,436	326,667	(1,416,770)	64.3%
19 UN-APPROPRIATED SURPLUS	0	3,676,289	0	0		0.0%
20 TOTAL TRANSFERS IN	17,084,420	16,599,067	8,236,003	8,506,436	270,433	51.2%
22 TOTAL GEN FUND REV & TRF	140,462,567	143,864,788	45,884,241	51,173,142	5,288,901	35.6%
EXPENDITURES - DEPARTMENTS						
25 LEGISLATIVE - MAYOR & CITY COUNCIL	743,811	831,242	403,837	412,056	8,219	49.6%
26 ADMINISTRATION - CITY MANAGER	562,175	645,827	298,252	313,592	15,340	48.6%
27 ADMINISTRATION - GOV'T AFFAIRS	458,134	440,827	251,920	269,291	17,371	61.1%
28 ADMINISTRATION - ACM OPERATIONS	428,650	413,828	192,468	193,249	781	46.7%
29 ADMINISTRATION - ACM-CFO	234,699	206,845	137,850	111,437	(26,413)	53.9%
30 ADMINISTRATION - SR. ASSISTANT CM	487,332	354,393	235,257	214,464	(20,793)	60.5%
31 HUMAN RESOURCES	948,648	1,113,100	516,767	576,533	59,766	51.8%
32 BUDGET & PROG MGMT OFFICE	296,953	392,228	167,298	201,719	34,421	51.4%
33 PUBLIC RELATIONS	620,135	724,085	324,008	372,441	48,433	51.4%
34 COUNCIL SUPPORT SERVICES	451,673	556,972	276,166	220,628	(55,538)	39.6%
35 LEGAL	1,733,240	2,147,350	901,456	991,080	89,624	46.2%
36 MUNICIPAL COURT	2,582,859	2,925,712	1,478,701	1,490,415	11,714	50.9%
37 FINANCE	1,804,440	2,200,819	1,028,335	1,070,772	42,437	48.7%
38 OFFICE OF BUSINESS OPPORTUNITIES	846,078	991,632	474,261	398,888	(75,373)	40.2%
39 COMMUNITY DEVELOPMENT	266,226	371,607	159,123	203,504	44,381	54.8%
40 DEVELOPMENT SERVICES	3,378,125	3,938,906	1,729,153	1,844,891	115,738	46.8%
41 POLICE	40,278,801	41,734,379	20,945,559	23,335,906	2,390,347	55.9%
42 EMERGENCY OPERATIONS	94	543,876	97	118,837	118,740	21.9%
43 911 EMERGENCY COMMUNICATIONS	2,826,776	3,188,965	1,633,204	1,680,445	47,241	52.7%
44 FIRE	22,045,335	23,494,060	12,336,285	12,316,265	(20,020)	52.4%
45 PARKS & RECREATION	12,143,274	12,858,985	6,393,201	6,520,134	126,933	50.7%
46 PUBLIC WORKS	19,179,512	19,578,689	9,973,354	9,512,007	(461,347)	48.6%
47 GENERAL SVCS/SUPPORT SERVICES	1,693,302	2,218,422	818,565	772,621	(45,944)	34.8%
48 INFORMATION TECHNOLOGY	3,652,873	4,098,644	2,331,278	2,373,838	42,560	57.9%
49 TOTAL DEPARTMENT	117,663,145	125,971,393	63,006,395	65,515,013	2,508,618	52.0%
EXPEND. - NON-DEPT. & MISC.						
51 COMMUNITY PROMOTION - AGENCIES	730,001	210,000	202,117	68,108	(134,009)	32.4%
52 SOLICITOR & DETENTION	750,272	915,817	336,014	353,569	17,555	38.6%
53 HOMELESS SERVICES	972,725	1,058,199	524,854	480,255	(44,599)	45.4%
54 ECONOMIC DEVELOPMENT - RESERVE	66,300	0	66,300	0	(66,300)	0.0%
55 NON-DEPARTMENTAL & MISC.	28,461	40,000	10,791	9,298	(1,493)	23.2%
56 OFFICE SPACE LEASE	543,279	542,000	243,027	311,184	68,157	57.4%
57 2017 HOSP BOND	1,402,255	0	0	0	0	0.0%
58 CAPITAL LEASE PAYMENT	2,072,146	2,687,635	928,328	1,143,817	215,489	42.6%
59 OTHER SERVICES AND CHARGES	4,580	0	3,446	665	(2,781)	0.0%
60 TOTAL NON-DEPARTMENTAL	6,570,019	5,453,651	2,314,877	2,366,896	52,019	43.4%
61 TOTAL EXPENDITURES	124,233,164	131,425,044	65,321,272	67,881,909	2,560,637	51.7%
TRANSFERS OUT						
63 TO OTHER FUNDS					0	
64 DEVELOPMENT CORPORATIONS	1,477,553	1,571,679	861,906	929,937	68,031	59.2%
65 TO INTERNAL SERVICE FUNDS	7,385,123	4,993,914	1,355,524	1,867,372	511,848	37.4%
66 TO SPECIAL REVENUES	88,931	0	0	80,276	80,276	0.0%
67 TO DEBT SERVICE	5,508,714	5,814,151	3,213,417	3,391,588	178,171	58.3%
68 TO GRANTS	102,474	0	16,894	97,776	80,883	0.0%
69 TO CAPITAL IMPROVEMENTS	2,038,466	60,000	1,612,893	85,733	(1,527,160)	0.0%
70 TO STORM WATER	0	0	0	0	0	0.0%
71 TO CAPITAL REPLACEMENTS	0	0	0	0	0	0.0%
72 TOTAL TRANSFERS OUT	16,601,261	12,439,744	7,060,634	6,452,683	(607,951)	51.9%
74 TOTAL GEN FUND EXPEND & TRF	140,834,425	143,864,788	72,381,906	74,334,592	1,952,686	51.7%
76 TOTAL SURPLUS (DEFICIT)	(371,858)	0	(26,497,665)	(23,161,450)		

City of Columbia
General Fund Summary - Revenue and Expenditures - Actual to Budget Variance
January 31, 2018

	BUDGET PRIOR YEAR FY 2015/16	BUDGET CURRENT YEAR FY 2017/18	BUDGET CURRENT YEAR THRU JAN 2018	ACTUAL CURRENT YEAR THRU JAN 2018	ACTUAL TO BUDGET VARIANCE THRU JAN 2018	% ANNUAL BUDGET
REVENUE						
GENERAL PROPERTY TAX	53,241,097	55,702,136	32,492,913	23,901,758	(8,591,155)	42.9%
LICENSES AND PERMITS	39,654,866	40,749,189	23,770,360	3,122,305	(20,648,055)	7.7%
FROM OTHER AGENCIES	15,037,877	15,953,090	9,305,969	7,392,718	(1,913,251)	46.3%
CURRENT SERVICE CHARGES	12,359,628	13,196,006	7,697,670	7,322,486	(375,184)	55.5%
FINES & FORFEITURES	1,102,000	918,000	535,500	518,506	(16,994)	56.5%
SPECIAL EVENTS	83,900	80,300	46,842	121,427	74,585	151.2%
MISCELLANEOUS REVENUE	36,000	120,000	70,000	55,281	(14,719)	46.1%
INTEREST ON INVESTMENT	100,000	150,000	87,500	7,412	(80,088)	4.9%
RENTS & SALE OF PROPERTY	390,000	397,000	231,583	224,813	(6,770)	56.6%
TOTAL REVENUE	122,005,368	127,265,721	74,238,337	42,666,706	(31,571,631)	33.5%
TRANSFERS IN						
FROM CAPITAL LEASE PROCEEDS	0	0	0	2,961,843	2,961,843	0.0%
FROM ACCOMMODATIONS TAX	25,000	25,000	14,583	25,000	10,417	100.0%
FROM HOSPITALITY TAX	3,000,000	3,700,000	2,158,333	2,158,333	0	58.3%
FROM GO BOND PROCEEDS	8,000,000	4,000,000	2,333,333	298,946	(2,034,387)	7.5%
FROM WATER & SEWER OPERATING	2,270,000	4,189,680	2,443,980	2,443,980	0	58.3%
FROM PARKING FUND	500,000	500,000	291,667	291,667	(0)	58.3%
FROM OTHER FUNDS	0	508,098	296,391	326,667	30,276	64.3%
UN-APPROPRIATED SURPLUS	4,059,251	3,676,289	2,144,502	0	(2,144,502)	0.0%
TOTAL TRANSFERS IN	17,854,251	16,599,067	9,682,789	8,506,436	(1,176,354)	51.2%
TOTAL GEN FUND REV & TRF	139,859,619	143,864,788	83,921,127	51,173,142	(32,747,985)	35.6%
EXPENDITURES - DEPARTMENTS						
LEGISLATIVE - MAYOR & CITY COUNCIL	773,217	831,242	484,891	412,056	(72,835)	49.6%
ADMINISTRATION - CITY MANAGER	523,013	645,827	376,732	313,592	(63,140)	48.6%
ADMINISTRATION - GOV'T AFFAIRS	459,026	440,827	257,149	269,291	12,142	61.1%
ADMINISTRATION - ACM OPERATION	434,318	413,828	241,400	193,249	(48,151)	46.7%
ADMINISTRATION - ACM-CFO	222,065	206,845	120,660	111,437	(9,223)	53.9%
ADMINISTRATION - SR. ASSISTANT CI	487,245	354,393	206,729	214,464	7,735	60.5%
HUMAN RESOURCES	1,067,334	1,113,100	649,308	576,533	(72,775)	51.8%
BUDGET & PROG MGMT OFFICE	381,081	392,228	228,800	201,719	(27,081)	51.4%
PUBLIC RELATIONS	598,259	724,085	422,383	372,441	(49,942)	51.4%
COUNCIL SUPPORT SERVICES	448,544	556,972	324,900	220,628	(104,272)	39.6%
LEGAL	1,975,142	2,147,350	1,252,621	991,080	(261,541)	46.2%
MUNICIPAL COURT	2,809,503	2,925,712	1,706,665	1,490,415	(216,250)	50.9%
FINANCE	2,025,261	2,200,819	1,283,811	1,070,772	(213,039)	48.7%
OFFICE OF BUSINESS OPPORTUNITIES	919,591	991,632	578,452	398,888	(179,564)	40.2%
COMMUNITY DEVELOPMENT	307,728	371,607	216,771	203,504	(13,267)	54.8%
DEVELOPMENT SERVICES	3,643,023	3,938,906	2,297,695	1,844,891	(452,804)	46.8%
POLICE	41,249,665	41,734,379	24,345,054	23,335,906	(1,009,148)	55.9%
EMERGENCY OPERATIONS	0	543,876	317,261	118,837	(198,424)	21.9%
911 EMERGENCY COMMUNICATIONS	3,062,828	3,188,965	1,860,230	1,680,445	(179,785)	52.7%
FIRE	23,282,193	23,494,060	13,704,868	12,316,265	(1,388,603)	52.4%
PARKS & RECREATION	12,407,082	12,858,985	7,501,075	6,520,134	(980,941)	50.7%
PUBLIC WORKS	20,684,975	19,578,689	11,420,902	9,512,007	(1,908,895)	48.6%
GENERAL SRVCS/SUPPORT SERVICES	1,916,610	2,218,422	1,294,080	772,621	(521,459)	34.8%
INFORMATION TECHNOLOGY	4,048,347	4,098,644	2,390,876	2,373,838	(17,038)	57.9%
TOTAL DEPARTMENT	123,726,050	125,971,393	73,483,313	65,515,013	(7,968,300)	52.0%
EXPEND. - NON-DEPT. & MISC.						
COMMUNITY PROMOTION - AGENCY	850,000	210,000	122,500	68,108	(54,392)	32.4%
SOLICITOR'S OFFICE	815,817	915,817	534,227	353,569	(180,658)	38.6%
HOMELESS SERVICES	1,112,332	1,058,199	617,283	480,255	(137,028)	45.4%
ECONOMIC DEVELOPMENT RESERVE	28,800	0	0	0	0	0.0%
NON-DEPARTMENTAL & MISC.	40,000	40,000	23,333	9,298	(14,035)	23.2%
OFFICE SPACE LEASE	525,025	542,000	316,167	311,184	(4,983)	57.4%
2017 HOSP BOND	0	0	0	0	0	0.0%
CAPITAL LEASE PAYMENT	2,123,932	2,687,635	1,567,787	1,143,817	(423,970)	42.6%
OTHER SERVICES AND CHARGES	0	0	0	665	665	0.0%
TOTAL NON-DEPARTMENTAL	5,495,906	5,453,651	3,181,296	2,366,896	(814,400)	43.4%
TOTAL EXPENDITURES	129,221,956	131,425,044	76,664,609	67,881,909	(8,782,700)	51.7%
TRANSFERS OUT						
TO OTHER FUNDS						
DEVELOPMENT CORPORATIONS	1,477,553	1,571,679	916,813	929,937	13,124	59.2%
TO INTERNAL SERVICE FUNDS	3,154,860	4,993,914	2,913,117	1,867,372	(1,045,745)	37.4%
TO SPECIAL REVENUES	0	0	0	80,276	80,276	0.0%
TO DEBT SERVICE	5,508,714	5,814,151	3,391,588	3,391,588	(0)	58.3%
TO GRANTS	0	0	0	97,776	97,776	0.0%
TO CAPITAL IMPROVEMENTS	496,535	60,000	35,000	85,733	50,733	0.0%
TO STORM WATER	0	0	0	0	0	0.0%
TO CAPITAL REPLACEMENTS	0	0	0	0	0	0.0%
TOTAL TRANSFERS OUT	10,637,662	12,439,744	7,256,517	6,452,683	(803,834)	51.9%
TOTAL GEN FUND EXPEND & TRF	139,859,618	143,864,788	83,921,126	74,334,592	(9,586,534)	51.7%
TOTAL SURPLUS (DEFICIT)	1	0	0	(23,161,450)		

City of Columbia
 Hospitality Fund Summary - Revenue and Expenditures -Current to Prior Year Variance
 As of 1/31/2018

UNAUDITED

	ACTUAL PRIOR YEAR FY 2016/17	BUDGET CURRENT YEAR FY 2017/18	ACTUAL PRIOR YEAR THRU JAN 2016	ACTUAL CURRENT YEAR THRU JAN 2017	ACTUAL CURRENT TO PRIOR VARIANCE	% ANNUAL BUDGET
REVENUE						
1 TAXES	10,795,200	11,411,250	6,468,246	6,635,521	167,275	58.1%
2 LICENSE AND PERMITS	0	0	(10)	0	10	0.0%
2 INTEREST	0	0	4,380	4,941	561	0.0%
3 UNAPPROPRIATED SURPLUS	405,918	330,675	0	0	0	0.0%
4 TOTAL HOSP FUND REVENUE	11,201,118	11,741,925	6,472,616	6,640,462	167,846	56.6%
EXPEND. - NON-DEPT & MISC.						
7 CITY COUNCIL LINE ITEM AG.	2,696,257	2,716,257	1,380,365	1,414,165	33,800	52.1%
8 HOSPITALITY TAX	2,904,218	2,632,162	1,298,370	1,419,680	121,310	53.9%
9 SPECIAL PROJECTS	0	0	0	0	0	0.0%
10 TOTAL NON-DEPARTMENTAL	5,600,475	5,348,419	2,678,735	2,833,845	155,110	53.0%
11 TOTAL EXPENDITURES	5,600,475	5,348,419	2,678,735	2,833,845	(155,110)	53.0%
TRANSFERS OUT						
13 TO GENERAL FUND	3,000,000	3,700,000	1,750,000	2,158,333	408,333	58.3%
14 TO DEBT SERVICE	2,600,643	2,593,506	1,517,042	1,512,879	(4,163)	58.3%
20 TO CAPITAL PROJECT FUND	0	100,000	0	0	0	
15 TOTAL TRANSFERS OUT	5,600,643	6,393,506	3,267,042	3,671,212	404,170	57.4%
17 TOTAL HOSP FUND EXP & TRF	11,201,118	11,741,925	5,945,777	6,505,057	(559,280)	55.4%
18						
19						
20 TOTAL SURPLUS (DEFICIT)	-	-	526,839	135,405		

City of Columbia
 Hospitality Fund Summary - Revenue and Expenditures - Actual to Budget Variance
 As of 1/31/2018

UNAUDITED

		BUDGET PRIOR YEAR FY 2016/17	BUDGET CURRENT YEAR FY 2017/18	BUDGET CURRENT YEAR THRU JAN 2017	ACTUAL CURRENT YEAR THRU JAN 2017	ACTUAL TO BUDGET VARIANCE THRU JAN 2017	% ANNUAL BUDGET
	REVENUE						
1	TAXES	10,795,200	11,411,250	6,656,584	6,635,521	(21,063)	58.1%
2	INTEREST				0		
3	INTEREST	0	0	0	4,941	4,941	0.0%
4	UNAPPROPRIATED SURPLUS	405,918	330,675	192,894	0	(192,894)	0.0%
5	TOTAL HOSP FUND REVENUE	11,201,118	11,741,925	6,849,478	6,640,462	(209,016)	56.6%
6							
7	EXPEND. - NON-DEPT & MISC.						
8	CITY COUNCIL LINE ITEM AG.	2,696,257	2,716,257	1,584,488	1,414,165	0	52.1%
9	HOSPITALITY TAX	2,904,218	2,632,162	1,535,431	1,419,680	(115,751)	53.9%
10	SPECIAL PROJECTS	0	0	0	0	0	0.0%
11	TOTAL NON-DEPARTMENTAL	5,600,475	5,348,419	3,119,919	2,833,845	(115,751)	53.0%
12	TOTAL EXPENDITURES	5,600,475	5,348,419	3,119,919	2,833,845	286,074	53.0%
13	TRANSFERS OUT						
14	TO GENERAL FUND	3,000,000	3,700,000	2,158,333	2,158,333	(0)	58.3%
15	TO DEBT SERVICE	2,600,643	2,593,506	1,512,879	1,512,879	1	58.3%
15	TO HOSP BOND PROJECT	0	100,000	58,347	0		
16	TOTAL TRANSFERS OUT	5,600,643	6,393,506	3,729,559	3,671,212	0	57.4%
17							
18	TOTAL HOSP FUND EXP & TRF	11,201,118	11,741,925	6,849,478	6,505,057	344,421	55.4%
19							
20							
21	TOTAL SURPLUS (DEFICIT)	-	-	0.00	135,405		

City of Columbia
 Parking Summary - Revenue and Expenditures - Current to Prior Year Variance
 As of 1/31/18

UNAUDITED

	ACTUAL PRIOR YEAR FY 2016/17	BUDGET CURRENT YEAR FY 2017/18	ACTUAL PRIOR YEAR THRU JAN 2016	ACTUAL CURRENT YEAR THRU JAN 2017	ACTUAL CURRENT TO PRIOR VARIANCE	% ANNUAL BUDGET
REVENUE						
1 CURRENT SERVICE CHARGES	6,128,153	5,438,376	3,310,020	3,855,223	545,203	70.9%
2 FINES & FORFEITURES	1,997,601	1,900,000	1,102,334	927,476	(174,858)	48.8%
3 MISCELLANEOUS REVENUE	1,800	120,000	0	479	479	0.4%
4 INTEREST ON INVESTMENT	65,672	0	77,854	69,644	(8,210)	0.0%
5 RENTS & SALE OF PROPERTY	116,568	108,675	67,429	68,461	1,032	63.0%
6 UNAPPROPRIATED SURPLUS	0	441,180	0	0	0	0.0%
7 TOTAL REVENUE	8,309,794	8,008,231	4,557,637	4,921,283	363,646	61.5%
TRANSFERS IN						
10 FROM CORE CAMPUS REIMBURSEMENT	0	0	0	0	0	0.0%
11 FROM SCANA REBATE	0	0	0	0	0	0.0%
12 TOTAL TRANSFERS IN	0	0	0	0	0	0.0%
14 TOTAL PARKING REV & TRF	8,309,794	8,008,231	4,557,637	4,921,283	363,646	61.5%
EXPENDITURES - DEPARTMENTS						
17 FINANCE	128,803	137,895	74,574	61,794	(12,780)	44.8%
18 PUBLIC WORKS	82,004	101,424	43,019	49,806	6,787	49.1%
19 PARKING OPERATIONS	1,344,858	2,379,217	758,021	1,278,026	520,005	53.7%
20 PARKING FACILITIES	1,601,897	1,679,662	883,759	778,294	(105,465)	46.3%
21 PARKING ADMINISTRATION	529,296	0	335,571	28,056	(307,515)	0.0%
22 TOTAL DEPARTMENT	3,686,858	4,298,198	2,094,944	2,195,976	101,032	51.1%
EXPEND. - NON-DEPART & MISC.						
25 DEBT SERVICE	1,704,650	2,808,033	1,009,052	976,367	(32,685)	34.8%
26 DEPRECIATION	1,648,286	0	0	0	0	0.0%
27 TUITION REIMBURSEMENT	0	5,000	0	0	0	0.0%
28 EMPLOYEE PAY RAISES	0	0	0	0	0	0.0%
29 RESERVE	0	10,000	0	0	0	0.0%
30 NON DEPARTMENTAL ADMINISTRATIVE	112,309	0	0	0	0	0.0%
31 NON DEPARTMENTAL BAD DEBT	(9,572)	0	0	0	0	0.0%
32 TOTAL NON-DEPARTMENTAL	3,455,673	2,823,033	1,009,052	976,367	(32,685)	34.6%
33 TOTAL EXPENDITURES	7,142,531	7,121,231	3,103,996	3,172,343	68,347	44.5%
TRANSFERS OUT						
36 TO GENERAL FUND	500,000	500,000	291,667	291,667	0	58.3%
37 TO PARKING PROJECTS	0	0	0	0	0	0.0%
38 TO RISK MANAGEMENT	120,000	180,000	70,000	105,000	35,000	58.3%
39 TO CENTRAL STORES	0	37,000	0	21,583	21,583	58.3%
40 TO GENERAL ADMIN INFO TECH	150,000	150,000	87,500	87,500	0	58.3%
41 TO HEALTH INSURANCE	66,206	0	0	0	0	0.0%
42 TO WORKER'S COMP	20,318	0	0	0	0	0.0%
43 TO PURCHASING	11,844	20,000	3,943	2,280	(1,663)	11.4%
44 TO CAPITAL REPLACEMENT	0	0	0	0	0	0.0%
45 TO TORT	57,417	0	0	0	0	0.0%
46 TOTAL TRANSFERS OUT	925,785	887,000	453,110	508,030	54,920	57.28%
48 TOTAL PARKING EXP & TRF	8,068,316	8,008,231	3,557,106	3,680,373	123,267	46.0%
49 TOTAL SURPLUS (DEFICIT)	241,478	0	1,000,531	1,240,910		

City of Columbia

Parking Summary - Revenue and Expenditures - Actual to Budget Variance

As of 1/31/18

UNAUDITED

	BUDGET PRIOR YEAR FY 2016/17	BUDGET CURRENT YEAR FY 2017/18	BUDGET CURRENT YEAR THRU JAN 2017	ACTUAL CURRENT YEAR THRU JAN 2017	ACTUAL TO BUDGET VARIANCE THRU JAN 2017	% ANNUAL BUDGET
REVENUE						
1 CURRENT SERVICE CHARGES	5,263,150	5,438,376	3,172,397	3,855,223	682,826	70.9%
2 FINES & FORFEITURES	2,000,000	1,900,000	1,108,337	927,476	(180,861)	48.8%
3 MISCELLANEOUS REVENUE	0	120,000	0	479	479	0.4%
4 INTEREST ON INVESTMENT	60,000	0	70,000	69,644	(356)	0.0%
5 RENTS & SALE OF PROPERTY	108,675	108,675	63,394	68,461	5,067	63.0%
6 UNAPPROPRIATED SURPLUS	816,683	441,180	257,356	0	(257,356)	0.0%
7 TOTAL REVENUE	8,248,508	8,008,231	4,671,484	4,921,283	249,799	61.5%
TRANSFERS IN						
10 FROM CORE CAMPUS REIMBURSEMENT	0	0	0	0	0	0.0%
11 FROM SCANA REBATE	0	0	0	0	0	0.0%
12 TOTAL TRANSFERS IN	0	0	0	0	0	0.0%
14 TOTAL PARKING REV & TRF	8,248,508	8,008,231	4,671,484	4,921,283	249,799	61.5%
EXPENDITURES - DEPARTMENTS						
17 FINANCE	131,963	137,895	80,440	61,794	(18,646)	44.8%
18 PUBLIC WORKS	97,991	101,424	59,163	49,806	(9,357)	49.1%
19 PARKING OPERATIONS	1,466,755	2,379,217	1,387,883	1,278,026	(109,857)	53.7%
20 PARKING FACILITIES	1,551,611	1,679,662	979,804	778,294	(201,510)	46.3%
21 PARKING ADMINISTRATION	688,140	0	0	28,056	28,056	0.0%
22 TOTAL DEPARTMENT	3,936,460	4,298,198	2,507,290	2,195,976	(311,314)	51.1%
EXPEND. - NON-DEPART & MISC.						
25 DEBT SERVICE	2,813,548	2,808,033	1,638,025	976,367	(661,658)	34.8%
26 DEPRECIATION	0	0	0	0	0	0.0%
27 TUITION REIMBURSEMENT	5,000	5,000	2,917	0	(2,917)	0.0%
28 EMPLOYEE PAY RAISES	0	0	0	0	0	0.0%
29 RESERVE	10,000	10,000	5,833	0	(5,833)	0.0%
30 NON DEPARTMENTAL ADMINISTRATIVE	0	0	0	0	0	0.0%
31 NON DEPARTMENTAL BAD DEBT	0	0	0	0	0	0.0%
32 TOTAL NON-DEPARTMENTAL	2,828,548	2,823,033	1,646,775	976,367	(670,408)	34.6%
33 TOTAL EXPENDITURES	6,765,008	7,121,231	4,154,065	3,172,343	(981,722)	44.5%
TRANSFERS OUT						
36 TO GENERAL FUND	500,000	500,000	291,667	291,667	0	58.3%
37 TO PARKING PROJECTS	693,500	0	0	0	0	0.0%
38 TO RISK MANAGEMENT	120,000	180,000	105,000	105,000	0	58.3%
39 TO CENTRAL STORES	0	37,000	21,583	21,583	0	58.3%
40 TO GENERAL ADMIN INFO TECH	150,000	150,000	87,500	87,500	0	58.3%
41 TO HEALTH INSURANCE	0	0	0	0	0	0.0%
42 TO WORKER'S COMP	0	0	0	0	0	0.0%
43 TO PURCHASING	20,000	20,000	11,669	2,280	(9,389)	11.4%
44 TO CAPITAL REPLACEMENT	0	0	0	0	0	0.0%
45 TO TORT	0	0	0	0	0	0.0%
46 TOTAL TRANSFERS OUT	1,483,500	887,000	517,419	508,030	(9,389)	57.3%
48 TOTAL PARKING EXP & TRF	8,248,508	8,008,231	4,671,484	3,680,373	(991,111)	46.0%
50 TOTAL SURPLUS (DEFICIT)	0	0	0	1,240,910		

City of Columbia
Water/Sewer Summary - Revenue & Expenditures - Current to Prior Year Variance
As of 01/31/2018

UNAUDITED

	ACTUAL PRIOR YEAR FY 2016/17	BUDGET CURRENT YEAR FY 2017/18	ACTUAL PRIOR YEAR THRU JAN 2017	ACTUAL CURRENT YEAR THRU JAN 2018	ACTUAL CURRENT TO PRIOR VARIANCE	% ANNUAL BUDGET
REVENUE						
1 INTERGOVERNMENTAL REVENUES	260,407	0	10,407	0	(10,407)	0.0%
2 CHARGES FOR SERVICES	137,709,800	150,741,688	83,231,728	84,074,914	843,186	55.8%
3 FINES & FORFEITURES	656,011	510,166	423,668	387,258	(36,410)	75.9%
4 MISCELLANEOUS REVENUE	13,961	27,716	5,634	3,743	(1,891)	13.5%
5 INTEREST REVENUES	1,054,117	1,445,709	1,160,619	1,307,696	147,077	90.5%
6 RENTS & SALE OF PROPERTY	178,416	160,721	125,267	(15,877)	(141,144)	-9.9%
7 CONTRIBUTIONS	9,909,405	0	0	0	0	0.0%
8 UNAPPROPRIATED SURPLUS	0	181,850	0	0	0	0.0%
9 TOTAL REVENUE	149,782,117	153,067,850	84,957,323	85,757,734	800,411	56.0%
TRANSFERS IN						
11 FROM OTHER FUNDS	0	0	0	0	0	0.0%
12 TOTAL TRANSFERS IN	0	0	0	0	0	0.0%
14 TOTAL WATER/SEWER REV & TRF	149,782,117	153,067,850	84,957,323	85,757,734	800,411	56.0%
EXPENDITURES - DEPARTMENTS						
17 CENTRAL ADMINISTRATION	2,426,444	4,298,026	1,230,113	2,086,673	856,560	48.5%
18 FINANCE	1,766,367	2,053,794	997,974	938,347	(59,627)	45.7%
19 ECONOMIC & COMM DEV	974,399	1,205,356	730,229	691,682	(38,547)	57.4%
20 POLICE	735,750	895,817	398,747	425,043	26,296	47.4%
21 FIRE	462,114	629,870	259,411	288,259	28,848	45.8%
22 PUBLIC WORKS	876,422	1,288,795	548,355	485,390	(62,965)	37.7%
23 GENERAL SRVCS/SUPPORT SERVICES	1,636,920	2,307,929	821,881	993,547	171,666	43.0%
24 INFORMATION TECHNOLOGY	520,894	627,746	264,539	224,253	(40,286)	35.7%
25 ENGINEERING:ADMINISTRATION	1,492,092	2,004,250	859,055	959,814	100,759	47.9%
26 ENGINEERING:GENERAL SERVICES	1,976,991	5,223,103	877,642	844,202	(33,440)	16.2%
27 WATER CUSTOMER SERVICE	3,300,450	2,622,889	1,882,371	1,503,117	(379,254)	57.3%
28 WATER DISTRIBUTION & MAINTENANCE	9,215,913	12,438,161	5,756,158	5,160,970	(595,188)	41.5%
29 WASTEWATER MAINTENANCE	9,071,813	13,140,644	4,769,225	4,615,693	(153,532)	35.1%
30 COLUMBIA CANAL WTP	6,169,284	8,066,591	3,094,466	3,517,118	422,652	43.6%
31 LAKE MURRAY WTP	6,303,431	8,485,511	3,177,100	3,286,273	109,173	38.7%
32 METRO WWTP	14,264,090	20,218,188	6,694,571	6,908,057	213,486	34.2%
33 WATER SYSTEMS IMPROVEMENTS	2,607,590	2,465,133	1,074,726	1,238,986	164,260	50.3%
34 WASTEWATER SYSTEMS IMPROVEMENTS	1,326,912	1,977,727	762,384	823,661	61,277	41.6%
35 REAL ESTATE WATER	245,852	398,051	133,236	142,333	9,097	35.8%
36 REAL ESTATE WASTE	223,533	361,536	126,846	138,467	11,621	38.3%
37 WATER/SEWER IMPROVEMENTS	9,850,807	0	802,039	1,873,114	1,071,075	0.0%
38 TOTAL DEPARTMENT	75,448,068	90,709,117	35,261,068	37,144,999	1,883,931	40.9%
EXPENDITURES - NON-DEPARTMENTAL & MISC.						
40 DEBT SERVICE	13,429,718	32,085,999	8,436,652	12,280,284	3,843,632	38.3%
41 DEPRECIATION	37,303,595	0	0	0	0	0.0%
42 TUITION REIMBURSEMENT	5,000	35,000	3,750	750	(3,000)	2.1%
43 TECHNOLOGY CONTINGENCY	55,902	57,634	15,134	17,203	2,069	29.8%
44 EMPLOYEE TRAINING	50,000	50,000	25,000	0	(25,000)	0.0%
45 ECONOMIC DEVELOPMENT SPECIAL PROJECTS	53,500	78,500	53,500	53,500	0	68.2%
46 RESERVE	0	1,107,320	0	0	0	0.0%
47 ADMINISTRATIVE	1,492,960	0	0	0	0	0.0%
48 NON-DEPARTMENTAL BAD DEBT	1,363,546	268,900	978	798	(180)	0.3%
49 TOTAL NON-DEPARTMENTAL	53,754,221	33,683,353	8,535,014	12,352,535	3,817,521	36.7%
51 TOTAL EXPENDITURES	129,202,289	124,392,470	43,796,082	49,497,534	5,701,452	39.8%
TRANSFERS OUT						
54 TO GENERAL FUND	2,270,000	4,189,680	1,324,167	2,443,980	1,119,813	58.3%
55 TO FEMA GRANT	0	10,000,000	0	0	0	0.0%
56 TO WATER/SEWER IMPROVEMENTS	0	12,380,700	0	0	0	0.0%
57 TO RISK MANAGEMENT	500,000	630,000	291,667	367,500	75,833	58.3%
58 TO GENERAL TORT	594,094	250,000	0	145,833	145,833	58.3%
59 TO HEALTH INSURANCE	923,687	0	0	0	0	0.0%
60 TO SEWER TORT	191,495	0	0	0	0	0.0%
61 TO AUTO TORT	15,476	0	0	0	0	0.0%
62 TO WORKER'S COMP	283,466	0	0	0	0	0.0%
63 TO CENTRAL STORES	0	250,000	0	145,833	145,833	58.3%
64 TO GEN ADM INFO TECH	475,000	475,000	277,083	277,083	0	58.3%
65 TO PURCHASING	816,302	500,000	382,362	537,960	155,598	107.6%
66 TOTAL TRANSFERS OUT	6,069,520	28,675,380	2,275,279	3,918,189	1,642,910	13.7%
68 TOTAL WATER/SEWER EXP & TRF	135,271,809	153,067,850	46,071,361	53,415,723	7,344,362	34.9%
71 TOTAL SURPLUS (DEFICIT)	14,510,308	0	38,885,962	32,342,011		

City of Columbia
Water/Sewer Summary - Revenue & Expenditures - Actual to Budget Variance
As of 01/31/2018

As of 01/31/2018		UNAUDITED					
		BUDGET PRIOR YEAR FY 2016/17	BUDGET CURRENT YEAR FY 2017/18	BUDGET CURRENT YEAR THRU JAN 2018	ACTUAL CURRENT YEAR THRU JAN 2018	ACTUAL TO BUDGET VARIANCE THRU JAN 2018	% ANNUAL BUDGET
REVENUE							
1	INTERGOVERNMENTAL REVENUES	0	0	0	0	0	0.0%
2	CHARGES FOR SERVICES	141,805,000	150,741,688	87,932,651	84,074,914	(3,857,737)	55.8%
3	FINES & FORFEITURES	300,000	510,166	297,597	387,258	89,661	75.9%
4	MISCELLANEOUS REVENUE	10,000	27,716	16,168	3,743	(12,425)	13.5%
5	INTEREST REVENUES	950,000	1,445,709	843,330	1,307,696	464,366	90.5%
6	RENTS & SALE OF PROPERTY	150,000	160,721	93,754	(15,877)	(109,631)	-9.9%
7	CONTRIBUTIONS	0	0	0	0	0	0.0%
8	UNAPPROPRIATED SURPLUS	223,215	181,850	106,079	0	(106,079)	0.0%
9	TOTAL REVENUE	143,438,215	153,067,850	89,289,579	85,757,734	(3,531,845)	56.0%
TRANSFERS IN							
11	FROM OTHER FUNDS	0	0	0	0	0	0.0%
12	TOTAL TRANSFERS IN	0	0	0	0	0	0.0%
TOTAL WATER/SEWER REV & TRF							
		143,438,215	153,067,850	89,289,579	85,757,734	(3,531,845)	56.0%
EXPENDITURES - DEPARTMENTS							
17	CENTRAL ADMINISTRATION	2,584,236	4,298,026	2,507,182	2,086,673	(420,509)	48.5%
18	FINANCE	4,111,219	2,053,794	1,198,047	938,347	(259,700)	45.7%
19	ECONOMIC & COMM DEV	1,175,484	1,205,356	703,124	691,682	(11,442)	57.4%
20	POLICE	629,778	895,817	522,560	425,043	(97,517)	47.4%
21	FIRE	490,207	629,870	367,424	288,259	(79,165)	45.8%
22	PUBLIC WORKS	1,338,058	1,288,795	751,797	485,390	(266,407)	37.7%
23	GENERAL SRVCS/SUPPORT SERVICES	1,788,764	2,307,929	1,346,292	993,547	(352,745)	43.0%
24	INFORMATION TECHNOLOGY	620,540	627,746	366,185	224,253	(141,932)	35.7%
25	ENGINEERING:ADMINISTRATION	1,567,106	2,004,250	1,169,146	959,814	(209,332)	47.9%
26	ENGINEERING:GENERAL SERVICES	3,146,247	5,223,103	3,046,810	844,202	(2,202,608)	16.2%
27	WATER CUSTOMER SERVICE	3,438,551	2,622,889	1,530,019	1,503,117	(26,902)	57.3%
28	WATER DISTRIBUTION & MAINTENANCE	11,330,917	12,438,161	7,255,594	5,160,970	(2,094,624)	41.5%
29	WASTEWATER MAINTENANCE	13,111,874	13,140,644	7,665,376	4,615,693	(3,049,683)	35.1%
30	COLUMBIA CANAL WTP	7,280,606	8,066,591	4,705,511	3,517,118	(1,188,393)	43.6%
31	LAKE MURRAY WTP	7,108,716	8,485,511	4,949,881	3,286,273	(1,663,608)	38.7%
32	METRO WWTP	19,201,107	20,218,188	11,793,943	6,908,057	(4,885,886)	34.2%
33	WATER SYSTEMS IMPROVEMENTS	2,967,248	2,465,133	1,437,994	1,238,986	(199,008)	50.3%
34	WASTEWATER SYSTEMS IMPROVEMENTS	1,504,850	1,977,727	1,153,674	823,661	(330,013)	41.6%
35	REAL ESTATE WATER	262,625	398,051	232,196	142,333	(89,863)	35.8%
36	REAL ESTATE WASTE	229,574	361,536	210,896	138,467	(72,429)	38.3%
37	WATER/SEWER IMPROVEMENTS	0	0	0	1,873,114	1,873,114	0.0%
38	TOTAL DEPARTMENT	83,887,707	90,709,117	52,913,652	37,144,999	(15,768,653)	40.9%
EXPENDITURES - NON-DEPARTMENTAL & MISC.							
40	DEBT SERVICE	31,030,000	32,085,999	18,716,833	12,280,284	(6,436,549)	38.3%
41	DEPRECIATION	0	0	0	0	0	0.0%
42	TUITION REIMBURSEMENT	35,000	35,000	20,417	750	(19,667)	2.1%
43	TECHNOLOGY CONTINGENCY	503,039	57,634	33,620	17,203	(16,417)	29.8%
44	EMPLOYEE TRAINING	50,000	50,000	29,167	0	(29,167)	0.0%
45	ECONOMIC DEVELOPMENT SPECIAL PROJECTS	78,500	78,500	45,792	53,500	7,708	68.2%
46	RESERVE	3,217,000	1,107,320	645,937	0	(645,937)	0.0%
47	ADMINISTRATIVE	0	0	0	0	0	0.0%
48	NON-DEPARTMENTAL BAD DEBT	300,000	268,900	156,858	798	(156,060)	0.3%
49	TOTAL NON-DEPARTMENTAL	35,213,539	33,683,353	19,648,623	12,352,535	(7,296,088)	36.7%
TOTAL EXPENDITURES							
		119,101,246	124,392,470	72,562,274	49,497,534	(23,064,740)	39.8%
TRANSFERS OUT							
54	TO GENERAL FUND	0	4,189,680	2,443,980	2,443,980	0	58.3%
55	TO FEMA GRANT	10,000,000	10,000,000	5,833,333	0	(5,833,333)	0.0%
56	TO WATER/SEWER IMPROVEMENTS	13,231,969	12,380,700	7,222,075	0	(7,222,075)	0.0%
57	TO RISK MANAGEMENT	500,000	630,000	367,500	367,500	0	58.3%
58	TO GENERAL TORT	0	250,000	145,833	145,833	(0)	58.3%
59	TO HEALTH INSURANCE	0	0	0	0	0	0.0%
60	TO SEWER TORT	0	0	0	0	0	0.0%
61	TO AUTO TORT	0	0	0	0	0	0.0%
62	TO WORKER'S COMP	0	0	0	0	0	0.0%
63	TO CENTRAL STORES	130,000	250,000	145,833	145,833	(0)	58.3%
64	TO GEN ADM INFO TECH	475,000	475,000	277,083	277,083	(0)	58.3%
65	TO PURCHASING	0	500,000	291,667	537,960	246,293	107.6%
66	TOTAL TRANSFERS OUT	24,336,969	28,675,380	16,727,305	3,918,189	(12,809,116)	13.7%
TOTAL WATER/SEWER EXP & TRF							
		143,438,215	153,067,850	89,289,579	53,415,723	(35,873,856)	34.9%
TOTAL SURPLUS (DEFICIT)							
		0	0	0	32,342,011		

City of Columbia

Stormwater Summary - Revenue & Expenditures - Current to Prior Year Variance

As of 01/31/2018

UNAUDITED

	ACTUAL PRIOR YEAR FY 2016/17	BUDGET CURRENT YEAR FY 2017/18	ACTUAL PRIOR YEAR THRU JAN 2017	ACTUAL CURRENT YEAR THRU JAN 2018	ACTUAL CURRENT TO PRIOR VARIANCE	% ANNUAL BUDGET
<u>REVENUE</u>						
1 CHARGES FOR SERVICES	7,413,636	12,583,300	4,302,803	7,359,135	3,056,332	58.5%
2 INTEREST REVENUES	73,652	46,800	92,945	119,428	26,483	255.2%
3 RENTS & SALE OF PROPERTY	18,920	0	10,896	12,404	1,508	0.0%
4 TOTAL REVENUE	7,506,208	12,630,100	4,406,644	7,490,967	3,084,323	59.3%
<u>TRANSFERS IN</u>						
6 TOTAL TRANSFERS IN	0	0	0	0	0	0.0%
8 TOTAL STORMWATER REV & TRF	7,506,208	12,630,100	4,406,644	7,490,967	3,084,323	59.3%
<u>EXPENDITURES - DEPARTMENTS</u>						
11 STREETS:STORM DRAIN MAINTENANCE	1,528,320	2,237,852	919,183	829,905	(89,278)	37.1%
12 SOLID WASTE STREET SWEEPING	858,798	1,483,739	478,917	539,409	60,492	36.4%
13 STORM WATER:OPERATIONS	41	0	41	0	(41)	0.0%
14 STORM WATER:ENGINEERING	2,716,153	2,626,333	851,159	814,153	(37,006)	31.0%
15 REAL ESTATE STORM WATER	89,402	148,883	51,096	56,358	5,262	37.9%
16 STORM DRAIN MAINTENANCE	0	0	0	69,300	69,300	0.0%
17 PROPERTY ACQUISITION	18,427	0	10,401	3,068	(7,333)	0.0%
18 TOTAL DEPARTMENT	5,211,141	6,496,807	2,310,797	2,312,193	1,396	35.6%
<u>EXPENDITURES - NON-DEPARTMENTAL & MISC.</u>						
20 DEPRECIATION	1,175,554	0	0	0	0	0.0%
21 EMPLOYEE PAY RAISES	0	84,793	0	0	0	0.0%
22 RESERVE	0	3,294,700	0	0	0	0.0%
23 ADMINISTRATIVE	114,369	1,793,800	0	0	0	0.0%
24 BAD DEBT EXPENSE	453	0	0	0	0	0.0%
25 TOTAL NON-DEPARTMENTAL	1,290,376	5,173,293	0	0	0	0.0%
27 TOTAL EXPENDITURES	6,501,517	11,670,100	2,310,797	2,312,193	1,396	19.8%
<u>TRANSFERS OUT</u>						
30 TO GENERAL FUND	0	560,000		326,667		
31 TO CAPITAL PROJECTS FUND	50,000	0	0	0	0	0.0%
32 TO STORM WATER IMPROVEMENTS	0	400,000	0	0	0	0.0%
33 TO USDA GRANT	226,557	0	226,557	0	(226,557)	0.0%
34 TO GENERAL TORT	47,210	0	0	0	0	0.0%
35 TO HEALTH INSURANCE	73,401	0	0	0	0	0.0%
36 TO SEWER TORT	15,217	0	0	0	0	0.0%
37 TO AUTO TORT	1,230	0	0	0	0	0.0%
38 TO WORKER'S COMP	22,526	0	0	0	0	0.0%
39 TOTAL TRANSFERS OUT	436,141	960,000	226,557	326,667	(226,557)	34.0%
41 TOTAL STORMWATER EXP & TRF	6,937,658	12,630,100	2,537,354	2,638,860	(225,161)	20.9%
44 TOTAL SURPLUS (DEFICIT)	568,550	0	1,869,290	4,852,107		

City of Columbia
Stormwater Summary - Revenue & Expenditures - Actual to Budget Variance
As of 01/31/2018

As of 01/31/2018		UNAUDITED					
		BUDGET PRIOR YEAR FY 2016/17	BUDGET CURRENT YEAR FY 2017/18	BUDGET CURRENT YEAR THRU JAN 2018	ACTUAL CURRENT YEAR THRU JAN 2018	ACTUAL TO BUDGET VARIANCE THRU JAN 2018	% ANNUAL BUDGET
<u>REVENUE</u>							
1	CHARGES FOR SERVICES	7,135,000	12,583,300	7,340,258	7,359,135	18,877	58.5%
2	INTEREST REVENUES	100,000	46,800	27,300	119,428	92,128	255.2%
3	RENTS & SALE OF PROPERTY	0	0	0	12,404	12,404	0.0%
4	TOTAL REVENUE	7,235,000	12,630,100	7,367,558	7,490,967	123,409	59.3%
<u>TRANSFERS IN</u>							
6	TOTAL TRANSFERS IN	0	0	0	0	0	0.0%
8	TOTAL STORMWATER REV & TRF	7,235,000	12,630,100	7,367,558	7,490,967	123,409	59.3%
<u>EXPENDITURES - DEPARTMENTS</u>							
11	STREETS:STORM DRAIN MAINTENANCE	2,111,158	2,237,852	1,305,414	829,905	(475,509)	37.1%
12	SOLID WASTE STREET SWEEPING	1,236,811	1,483,739	865,514	539,409	(326,105)	36.4%
13	STORM WATER:OPERATIONS	0	0	0	0	0	0.0%
14	STORM WATER:ENGINEERING	2,261,223	2,626,333	1,532,028	814,153	(717,875)	31.0%
15	REAL ESTATE STORM WATER	90,799	148,883	86,848	56,358	(30,490)	37.9%
16	STORM DRAIN MAINTENANCE	0	0	0	69,300	69,300	0.0%
17	PROPERTY ACQUISITION	0	0	0	3,068	3,068	0.0%
18	TOTAL DEPARTMENT	5,699,991	6,496,807	3,789,804	2,312,193	(1,477,611)	35.6%
<u>EXPENDITURES - NON-DEPARTMENTAL & MISC.</u>							
20	DEPRECIATION	0	0	0	0	0	0.0%
21	EMPLOYEE PAY RAISES	0	84,793	49,463	0	(49,463)	0.0%
22	RESERVE	0	3,294,700	1,921,908	0	(1,921,908)	0.0%
23	ADMINISTRATIVE	0	1,793,800	1,046,383	0	(1,046,383)	0.0%
24	BAD DEBT EXPENSE	0	0	0	0	0	0.0%
25	TOTAL NON-DEPARTMENTAL	0	5,173,293	3,017,754	0	(3,017,754)	0.0%
27	TOTAL EXPENDITURES	5,699,991	11,670,100	6,807,558	2,312,193	(4,495,365)	19.8%
<u>TRANSFERS OUT</u>							
30	TO GENERAL FUND	0	560,000	326,667	326,667	0	58.3%
31	TO CAPITAL PROJECTS FUND	0	0	0	0	0	0.0%
32	TO STORM WATER IMPROVEMENTS	1,535,009	400,000	233,333	0	(233,333)	0.0%
33	TO USDA GRANT	0	0	0	0	0	0.0%
34	TO GENERAL TORT	0	0	0	0	0	0.0%
35	TO HEALTH INSURANCE	0	0	0	0	0	0.0%
36	TO SEWER TORT	0	0	0	0	0	0.0%
37	TO AUTO TORT	0	0	0	0	0	0.0%
38	TO WORKER'S COMP	0	0	0	0	0	0.0%
39	TOTAL TRANSFERS OUT	1,535,009	960,000	560,000	326,667	(233,333)	34.0%
41	TOTAL STORMWATER EXP & TRF	7,235,000	12,630,100	7,367,558	2,638,860	(4,728,698)	20.9%
44	TOTAL SURPLUS (DEFICIT)	0	0	0	4,852,107		



We Are Columbia

MEETING DATE: March 20, 2018

DEPARTMENT: City Clerk

FROM: *Erika Moore, City Clerk*

SUBJECT: COMET Service Proposal - Mrs. Ann August, Executive Director of the COMET

FINANCIAL IMPACT:



We Are Columbia

MEETING DATE: March 20, 2018

DEPARTMENT: Parks & Recreation

FROM: *Randy Davis, Director*

SUBJECT: Meal Share Program Update - Mr. Randy Davis, Director of Parks and Recreation and Ms. Jennifer Moore, Senior Director, Financial Stability Council for the United Way of the Midlands

FINANCIAL IMPACT:

ATTACHMENTS:

- **#a:** Meal Share Membership Brochure (PDF)
- **#b:** Meal Share Presentation 031218-MAC (PDF)

**BECOME A MEAL SHARE
MEMBER WITH TWO EASY
STEPS:**

1. APPLY FOR A FREE PERMIT*

CONTACT:
CITY OF COLUMBIA
Parks and Recreation
(803) 545-3100

AND

**2. SIGN THE MEAL SHARE
AGREEMENT AND GET MORE
INFORMATION ON THE MEAL
SHARE COLLABORATIVE**

CONTACT:
KARINA HENRY
United Way of the Midlands
Homeless Services Coordinator
(803) 733-5115
khenry@uway.org

*Serving meals in a public park without a permit
is prohibited*

**LOOKING FOR MEAL SERVICE
OPPORTUNITIES IN THE DOWNTOWN
COLUMBIA AREA?**

**WHY SERVE ALONE WHEN YOU CAN
SERVE WITH OTHERS WHO CARE?
JOIN ONE OF OUR MEAL SHARE
PROVIDERS:**

Resurrections, a non-profit organization, is supported entirely through donations and volunteer staff. Resurrections hosts weekly Saturday lunches at the Kelly Law Center in Downtown Columbia (10:30 am—1:00 pm).

Volunteering is not limited to meal services. Find out how you or your group can help by contacting

**Larry Nichols at (803) 530—0111 or
LSN111@att.net**

153 Project serves a hot meal to the needy and those experiencing homelessness every Wednesday night at 7:30 pm in Finlay Park.

Donations of food, blankets, socks, underwear and essential toiletries are welcomed.

If you are interested in serving with others who enjoy volunteering in the community, contact

**Scott Shull at (803) 603-3456 or
scott@153project.org**



**MEAL SHARE
COLUMBIA**



The central goal of the Meal Share Collaborative is to improve coordination of meals for people who are homeless in the community.

WHAT IS THE MEAL SHARE COLLABORATIVE?

In Spring 2015, United Way of the Midlands, in conjunction with the City of Columbia, began working collectively with faith based organizations, civic groups, and neighborhood associations to increase coordination of meal sharing programs in the City of Columbia. Each organization has been extremely instrumental in bringing all concerns to the forefront and each is working together to improve collaboration.

Meal Share Collaborative members work together to provide meals to homeless individuals to ensure those in-need do not go hungry while preventing duplication of meal services and minimiz-



HOW CAN YOU JOIN?

Become a Meal Share Member by signing the

MEAL SHARE AGREEMENT:

- ◇ Apply for a permit through the City of Columbia Parks and Recreation Department.
- ◇ Be respectful of patrons with publicity and social media posts
- ◇ Ensure all feeding areas are clean after meals.
- ◇ Maintain order during feeding times (i.e., providing tickets to maintain place in line for meals).
- ◇ Treat all patrons with dignity and respect regardless of their socioeconomic situation.
- ◇ Distribute food to maximize use and minimize waste.
- ◇ Meal services should not conflict with other uses of public or private space.
- ◇ Provide meals in safe conditions
- ◇ Provide meals in locations with adequate access to restrooms.

Benefits of being a Meal Share Member:

- ◇ FREE Membership
- ◇ Networking opportunities with 100+ Meal Share providers and members, volunteers, and agencies that provide services to homeless individuals.
- ◇ Receive FREE information on best practices for serving meals, trainings, agency events, and updates
- ◇ Invitation to monthly meetings for up-to-date information on services that are provided to homeless individuals
- ◇ FREE marketing for your meal-service events
- ◇ Volunteer opportunities

.....AND MORE!!



UNITED WE FIGHT.
UNITED WE WIN.

LIVE UNITED

Report to the City of Columbia

Midland's Meal Share Collaborative

March 20, 2018

United Way of the Midlands
uway.org



UNITED WE FIGHT.
UNITED WE WIN.

LIVE UNITED

Overview of Meal Share

- UWM partnered with the City in 2015 to provide coordination of homeless services.
- Improving coordination of meals provided in private and public locations is a component of this work.
- 51 partners participate in the Meal Share Collaborative:
 - Meal share providers
 - Neighborhood leaders
 - City of Columbia Department of Parks and Recreation
 - Columbia Police Department

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
*OLIVER GOSPEL MIS Breakfast 6-6:45 AM	*OLIVER GOSPEL MIS Breakfast 6-6:45 AM	HOPE PLAZA Breakfast 7-9 AM	*OLIVER GOSPEL MIS Breakfast 6-6:45 AM	*OLIVER GOSPEL MIS Breakfast 6-6:45 AM	*OLIVER GOSPEL MIS Breakfast 6-6:45 AM	*OLIVER GOSPEL MIS Breakfast 6-6:45 AM
TRINITY CATHEDRAL Breakfast 7-8 AM Plus bag lunch	HOPE PLAZA Breakfast 7-9 AM	*OLIVER GOSPEL MIS Breakfast 6-6:45 AM	HOPE PLAZA Breakfast 7-9 AM	HOPE PLAZA Breakfast 7-9 AM	WSTUMC SOUP CELLAR Lunch 11:30-12:30 PM	CHRIST CENTRAL MIN. Breakfast 7-8 AM
CHRIST CENTRAL MIN. Breakfast 8 AM	KINGDOM'S TREASURE BOX FINLAY PARK Lunch 11 AM 4TH MONDAY ONLY	KINGDOM'S TREASURE BOX FINLAY PARK Lunch 11 AM 2ND TUESDAY ONLY	WSTUMC SOUP CELLAR Lunch 11:30-12:30 PM	WSTUMC SOUP CELLAR Lunch 11:30-12:30 PM	SALV. ARMY/TRANSITIONS TRANSITIONS Lunch 12-12:30 PM	GOD'S FISHERS OF MEN SUMTER & LAUREL ST. Breakfast 8-11:30 AM
HASKELL HEIGHTS FINLAY PARK Breakfast 8-9 AM 4TH SUNDAY ONLY	WSTUMC SOUP CELLAR Lunch 11:30-12:30 PM	WSTUMC SOUP CELLAR Lunch 11:30-12:30 PM	SALV. ARMY/TRANSITIONS TRANSITIONS Lunch 12-12:30 PM	SALV. ARMY/TRANSITIONS TRANSITIONS Lunch 12-12:30 PM	KINGDOM OUTREACH FEL FINLAY PARK Dinner 4-6:30 PM	BIBLE WAY MINISTRY SUGGS & KELLY LOT Breakfast 8-10 AM 4TH SATURDAY ONLY
JACQUELINE MOBLEY FINLAY PARK Lunch 10-11 AM 4TH SUNDAY ONLY	SALV. ARMY/TRANSITIONS TRANSITIONS Lunch 12-12:30 PM	SALV. ARMY/TRANSITIONS TRANSITIONS Lunch 12-12:30 PM	SIDNEY PARK CHURCH Lunch 12-1 PM	CHRIST CENTRAL MIN. Lunch Noon - 1 PM	*OLIVER GOSPEL MIS Dinner 4:45-5:30 PM	RESURRECTIONS/RESTORATIONS SUGGS & KELLY LOT Lunch 10:30-1 PM
WORK OF THE MINISTRY FINLAY PARK Lunch 10:30-1 PM	CHRIST CENTRAL MIN. Lunch Noon - 1 PM	CHRIST CENTRAL MIN. Lunch Noon - 1 PM	CHRIST CENTRAL MIN. Lunch Noon - 1 PM	KEEPIN' IT REAL MIN. GADSDEN & WASH. ST Dinner 5-6:30 PM		SALV. ARMY/TRANSITIONS TRANSITIONS Lunch 12-12:30 PM
SALV. ARMY/TRANSITIONS TRANSITIONS Lunch 12-12:30 PM	CHURCH OF THE APOS. Dinner 5:30-6:30 PM	1725 GERSAIS ST. Food Pantry 10-12	*OLIVER GOSPEL MIS Dinner 4:45-5:30 PM	*OLIVER GOSPEL MIS Dinner 4:45-5:30 PM		WESLEY UNITED METH. CHCH. 1725 GERSAIS ST. Lunch 12-1 PM 1ST SATURDAY ONLY
FOOD NOT BOMBS FINLAY PARK Lunch 1-2 PM	*OLIVER GOSPEL MIS Dinner 4:45-5:30 PM	*OLIVER GOSPEL MIS Dinner 4:45-5:30 PM	PROJECT 153 COLUMBIA FINLAY PARK Dinner 7:30-9 PM			ST. LUKE'S EPISCOPAL CHCH. 1300 PINE ST. Lunch 12-1 PM 2ND SATURDAY ONLY
HOPE BAPTIST CHURCH Lunch/Dinner 2-4:30 PM 2ND SUNDAY ONLY		FIRST NORTHEAST BAPTIST CHURCH FINLAY PARK Dinner 5-6 PM EVERY 2nd, 3rd, & 4th Tuesday				FIRST BAPTIST CHURCH 1306 HAMPTON ST. Lunch 12-1 PM 3RD SATURDAY ONLY
KEEPIN' IT REAL MIN. FINLAY PARK Dinner 3 PM						OPERATION FEED FINLAY PARK Breakfast/Lunch 10 AM-12 PM 3RD SATURDAY ONLY
ST. MARTIN DEPORESSE 2229 HAMPTON ST. Sack Meal 5-5:30 PM						ST. PETER'S CHURCH Lunch 10:30-1 PM 4TH SATURDAY ONLY
*OLIVER GOSPEL MIS Dinner 4:45-5:30 PM						ST. LUKE'S EPIS. CH. Lunch 11-12:30 PM 4TH SATURDAY ONLY
						*OLIVER GOSPEL MIS Dinner 4:45-5:30 PM
						DEVINE POWER FINLAY PARK Dinner 5:15-7:15 PM 2ND AND 4TH SATURDAY ONLY

Legend

* The Oliver Gospel Mission meal times are for MEN only; must attend services in order to receive a meal ticket.

RESTROOM
AVAILABLENO RESTROOM
AVAILABLE

INDOOR

OUTDOOR

UNIQUE DAY



UNITED WE FIGHT.
UNITED WE WIN.

LIVE UNITED

Snapshot of Progress

- Meal Share Covenant
- Orientation for new permitted meal providers
- Combining of meals
- Synchronizing times
- Improved coordination of supply distribution
- Engaging non-permitted meal providers
- Collaborated with providers and City of Columbia staff in revising the permitting process

UNITED WE FIGHT.
UNITED WE WIN.

LIVE UNITED

Next Steps

- Continue to implement the revised Meal Share permitting process
- Spread the word on our work
- Review gaps in meals and diversity of geographic locations
- Identify additional private locations for meals with restroom access



LIVE UNITED

Thank you



We Are Columbia

MEETING DATE: March 20, 2018

DEPARTMENT: Budget & Program Management

FROM: Missy Caughman,

SUBJECT: Fiscal Year 2018 /2019 Revenue Projections - Ms. Melisa Caughman, Budget and Program Management Director

FINANCIAL IMPACT:

CLEAN WATER 2020?: No

STRATEGIC GOALS: Provide high quality municipal services

During the March 20th Budget Workshop, we will review FY 18/19 projected revenues of General Fund, Hospitality Tax and Accommodations Tax.

General Fund Revenue Estimates

Total General Fund Revenues and Transfers-In are estimated at \$144,127,621; a combined increase of approximately \$1,447,220; or 1% over the current year budget. Of this overall increase, Revenues reflect an increase of \$447,220 or less than .5% and Transfers reflect a net increase of \$1,000,000 due to anticipated issuance of \$8,000,000 in capital lease proceeds.

General Fund Revenue is estimated at \$127,152,941; an increase approximately \$447,220 or .4% over the current year budget and is approximately \$3,700,000 or 3.1% increase over FY 16/17 actual collections. Property Tax growth is currently estimated at increase of less than 1% over current year budget, but is approximately \$4,000,000 or 8% over prior year actuals. Revenues from Licenses and Permits are estimated with minimal increase over current year budget and \$1,000,000 or 3% over prior year actuals. The majority of these revenues are generated from business licenses payments that are due April 15th, franchise fees and building permits. There are still several unknowns at this time regarding collections and we will continue to monitor as we move forward during the budget process.

Transfers and other financing uses reflects a net increase of \$1,000,000 which is a combination of an increase of \$4,000,000 in proceeds for Capital Lease Replacement and no use of fund balance, a reduction of \$3,000,000. The current year budget included only \$4,000,000 for the capital replacement program which is annually estimated at \$8,000,000. This reduction was due to using remaining savings from prior year issues and deferring of some capital in order to reduce the amount budgeted. There is an equal increase in the FY 18/19

expenditure budget for the capital replacement program. The use of fund balance is not reflected until at such time a determination of fund balance is available and at what amount it may be needed.

The attached forecast includes the projected FY 17/18 General Fund expenditure budget which this is for information only and is not the City Manager proposed budget. The City Manager Proposed budget will be presented in more detail in April.

Hospitality Tax Revenue Projections

Revenue projections for Hospitality Tax are estimated at \$12,088,972, an increase of approximately \$677,000 or 6% over current year budget and approximately 5% of prior year actual collections. FY 18/19 does not reflect any projections for fund balance. To date, revenue collections are in line with the 17/18 budget and we have projected the revenues based on prior year actual and observations of growth in the restaurant industry. We will continue to monitor collections. The proposed budget only reflects budgets at the same level of funding as current year and the addition of approved funding commitments. We are making no assumptions as to the specific allocations and anticipate City Council's direction on funding allocations.

Accommodation Tax Revenue Collections

Revenue projections for State Accommodations Tax are estimated at \$2,596,160; an increase of approximately \$469,000 or 17% over current year budget and an increase of \$99,852 or 4% over prior year actuals. These projections are based on history of prior year collections which have remained steady increases in recent years. Collections are received quarterly from the State of SC. The proposed budget allocations are based upon the State law breakout of \$25,000 transfer to the General Fund; 30% allocated for advertising and promotion of tourism; 65% allocated for tourism related expenditures and 5% for general purposes. We have made no assumptions as to the specific allocations at this time and anticipate direction and input from City Council on funding allocations.

FY 18/19 Budget Review Calendar

This schedule is based upon the anticipated time of when information will be available and in order to meet the required public hearing notice schedule. With the cancelation of the April 3rd Council meeting, we are asking whether City Council would want to schedule a Budget Workshop on April 24th to allow time for thorough discussion of budget topics.

General Fund, Hospitality & Accommodations Tax Revenues	March 20
Health Care Follow up	April 17
Water and Sewer Rate Study	

Proposed Operating Budgets	May 1, 15
Proposed Capital Budget	

15th - last meeting before budget is advertised

Public Hearing, First Reading	June 5
Second Reading	June 19

We look forward to continuing budget discussions with you. Please let me know if you have any questions or need additional information.



We Are Columbia

MEETING DATE: March 20, 2018

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: Lower Richland Sewer Agreement
Carolina Water Service - Friarsgate
Office Lease - Main Street
Flood Recovery Property Acquisition

FINANCIAL IMPACT:



We Are Columbia

MEETING DATE: March 20, 2018

DEPARTMENT: City Clerk

FROM: *Erika Moore, City Clerk*

SUBJECT: Receipt of legal advice relating to a pending, threatened or potential claim – S.C. Code §30-4-70(a)(2)

PURPOSE: Frank J. Cumberland, Jr., Individually and as Class Representatives v. City of Columbia
Ownership and Maintenance of Stormwater Infrastructure
Abdinasir Yahye v. City of Columbia, et al.

FINANCIAL IMPACT:



We Are Columbia

MEETING DATE: March 20, 2018

DEPARTMENT: City Clerk

FROM: *Erika Moore, City Clerk*

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

PURPOSE: Freedom of Information Act Request
Potential Declaratory Judgment Action

FINANCIAL IMPACT:



We Are Columbia

MEETING DATE: March 20, 2018

DEPARTMENT: City Clerk

FROM: *Erika Moore, City Clerk*

SUBJECT: Council is asked to approve the January 16, 2018 Meeting Minutes.

FINANCIAL IMPACT:

ATTACHMENTS:

- **#a:** MN_01_16_2018_D (PDF)



COLUMBIA CITY COUNCIL MEETING MINUTES TUESDAY, JANUARY 16, 2018

The Columbia City Council met for a Work Session on Tuesday, January 16, 2018 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 Howard E. Duvall, Jr., and the Honorable Daniel J. Rickenmann. The Honorable Edward H. McDowell, Jr. arrived at 2:18 p.m. and the Honorable Tameika Isaac Devine arrived at 3:40 p.m. The Honorable Moe Baddourah was absent. Also present were Ms. Teresa Wilson, City Manager and Ms. Erika D. Moore, City Clerk. This meeting was advertised in accordance with the South Carolina Freedom of Information Act. *The minutes are numbered to coincide with the order of the meeting.*

INVOCATION

The Honorable Howard E. Duvall, Jr. offered the Invocation.

FINANCIAL REPORT

1. Ms. Jan Alonso, Finance Director will be present to answer questions regarding the October 2017 Financial Report.

Councilor Duvall said we have about \$3 million collected in storm water fees. He requested an update on getting a consultant and designing the projects.

Ms. Teresa Wilson, City Manager explained that the budget calendar includes the discussion of storm water.

Mr. Clint Shealy, P.E., Assistant City Manager for Columbia Water explained that we are in contract negotiations with the selected stormwater program management firm. We will be receiving proposals for professional services for the design of stormwater improvements in February.

CITY COUNCIL DISCUSSION

2. Update from the Building Industry Association of Central South Carolina - Mr. Earl McLeod, Executive Director of the Building Industry Association of Central South Carolina



We Are Columbia

**COLUMBIA CITY COUNCIL MEETING MINUTES
TUESDAY, JANUARY 16, 2018**

Mr. Earl McLeod, Executive Director of the Building Industry Association of Central South Carolina introduced Nick Leventis as a local developer and the owner of property in the Lower Richland area that comes under discussion of the extension of an agreement with the County to provide sewer. He introduced David Brandes who chaired the Chamber of Commerce's Business Friendly Taskforce. He would like to speak about the motion that's under consideration by County Council that limits what the City can do with your utilities in the unincorporated areas of the County. Both issues concern us greatly. Unless the City takes the lead and works toward resolving these issues, we are going to stop developing in those areas. The motion by [County Councilman] Bill Malinowski would require that all municipal utility service providers request consent from Richland County prior to extending or accepting water infrastructure within the unincorporated boundaries of Richland County. The developer will be sitting between the two bodies without any recourse and at no fault of its own.

Mr. David Brandes recalled that the Business Friendly Taskforce was made up of members from the City of Columbia, Richland County, and the Chamber of Commerce. It was funded by the Navigating From Good to Great Foundation to look at the business practices of both the City and the County. We've been implementing the recommendations, but we've lost momentum. There were recommendations about creating ordinances with unintended consequences. We are concerned with how this approval process is going to play out. Is this being done to control annexation through another guise? Is this legal given that the County doesn't offer water services at this time? The biggest problem is the unknown.

Councilor Rickenmann said pressure needs to be put on the County. They don't have the ability to provide the service. They have this notion that everything is about annexation and they try to add this clause to every contract we have.

Mr. David Brandes said the State law they are looking at deals specifically with the 208 Plan, which is a sewer plan; water is not defined. There are few places in South Carolina where the County provides water.

Ms. Teresa Wilson, City Manager explained that from a staff perspective we are moving forward like we always have, unless I'm directed otherwise by this Council. We've been very clear and forthcoming. Our CIP is public knowledge and we've taken additional steps to provide that type of information to Richland County. If they are planning to get in the business, I assume we would all know that and we would act accordingly. We think the law is on our side and you have our commitment that we are moving forward accordingly.



**COLUMBIA CITY COUNCIL MEETING MINUTES
TUESDAY, JANUARY 16, 2018**

Mayor Benjamin said we all want to see continuous, sound and strong development in all parts of Columbia and we all play a role in making that happen. I agree with Daniel, you should continue to apply constant pressure to the County. Let's renew our conversations. Let's make sure they are aware of this visit and the importance of us to continuing to move forward.

Mr. Earl McLeod, Executive Director of the Building Industry Association of Central South Carolina said the City and the County signed an agreement in October 2010 regarding the sewer services in Lower Richland. It allowed the County to begin the construction of a sewer system to service certain properties in Lower Richland. They never began construction and that agreement expired in October 2017. The County has requested an extension of that agreement. Nick Leventis has waited patiently to get sewer to his property.

Mr. Nick Leventis, local developer and property owner said I optioned 140 acres in Lower Richland in 2003. I did the research and found that I had sewer and water onsite. It took over three years for me to get the zoning. In the meantime, I designed the neighborhood and I was going to do the first low impact development in Richland County. In 2007, they decided that no more sewer taps would be sold in that area until they developed a regional sewer system. In January 2017, I asked if the City could do this for us, but was told that the City granted the County an extension. I am anxious to get this project done and I would ask the City to put the sewer out there. If you get the utilities out there, the development community will grow.

Mr. Clint Shealy, P.E., Assistant City Manager for Columbia Water explained that we've been working in good-faith with the County as they've encountered delays with their project. We developed a position paper for the joint meeting that stated that if we were to consider an extension, the City would be a wholesale treater of the sewer and the retail and collection portion would be turned over to the County. We developed a draft framework and we've been negotiating rates and satellite sewer agreements. We are still in that good-faith negotiation phase, pending other directions. The agreement did lapse in October. We can continue down the path of trying to work out an agreement and settlement. The County needs to petition the Central Midlands Council of Governments to allow that particular area to fall within the City's designated 208 Plan.

Mayor Benjamin said the County is very much engaged in the renaissance effort and this naturally fits in with the desires they have for the lower part of the County. There will always be issues of regional concern that we will have to address together. There will be issues that are of specific concern and importance to the City of Columbia. Those issues are our priority. On many of those issues, we can always dialog to see when and where we can have common ground to move forward together. Unless there is some incredibly compelling information that has



We Are Columbia

**COLUMBIA CITY COUNCIL MEETING MINUTES
TUESDAY, JANUARY 16, 2018**

changed, I'm not sure that we have any options before us except to say that we are going to keep growing in terms of our water and wastewater infrastructure. We will keep growing in terms of our natural footprint of what ought to be in the City. We can avoid duplicative services. We have to take the case straight to the citizens. Unless something changes, it's not prudent for us to renew. This will prompt more meetings that the City Manager and I can take with the Chair and the Administrator and others. This will lend itself to some very interesting conversations and we must be prepared to have them.

3. Zoning/Land Development Ordinance Rewrite Update - Ms. Krista Hampton, Director of Planning and Development Services and Mr. Craig Richardson, Esq. Director, Clarion Associates

Ms. Krista Hampton, Director of Planning and Development Services offered to review the ordinance rewrite with individual Council members over the next few months. A series of public meetings are being held during the afternoon and evening at various locations in the City. We will be answering questions and providing feedback to citizens. She offered to schedule additional meetings.

Mr. Craig Richardson, Esq., Director for Clarion Associates said this ordinance rewrite began over two years ago with a project kickoff meeting. We conducted an evaluation of your current regulations and we have been drafting the document for the last year. We will conduct the public meetings and follow-up meetings. Then we will revise the public review draft and produce a public hearing draft. He provided an overview of the articles in the ordinance: general provisions, administration, zoning districts, and use regulations.

Mr. Tim Richards, AICP, Senior Associate for Clarion Associates provided an overview of the remaining articles in the ordinance: development standards, land development (subdivision) standards, nonconformities, enforcement, definitions, and rules of management appendices. The next steps are to receive feedback from City Council by March 1, 2018, create a public draft by the summer, and schedule a public hearing during the fall.

Councilor Rickenmann said it is important to define the historic properties. All of the historic properties need to be in a recorded deed so that people are required to disclose that information.



COLUMBIA CITY COUNCIL MEETING MINUTES TUESDAY, JANUARY 16, 2018

EXECUTIVE SESSION

Upon a motion made by Mr. Duvall and seconded by Mr. McDowell, Council voted unanimously to enter into Executive Session at 3:30 p.m. for the discussion of **Items 4** through **6** as outlined.

4. Discussion of negotiations incident to proposed contractual arrangements pursuant to S.C. Code §30-4-70(a)(2)
 - *Billboard*
 - *Park Repairs*
 - *Fire Services Agreement*
5. Discussion of matters relating to the proposed location, expansion, or the provision of services encouraging location or expansion of industries or other businesses in the area served by the public body pursuant to §30-4-70(a)(5)
 - *1649 Main Culinary Training Program*
6. Receipt of legal advice related to matters covered by attorney-client privilege pursuant to S.C. Code §30-4-70(a)(2)
 - *Brinkman et al. v. City of Columbia, et al.*

Upon a motion made by Mr. Rickenmann and seconded by Mr. Davis, Council voted unanimously to adjourn the Executive Session at 4:35 p.m.

CITY COUNCIL DISCUSSION

7. Health Care and Well Being Strategy for 2018 - Ms. Pamela Benjamin, CPM, Human Resources Director

Ms. Pamela Benjamin, CPM, Human Resources Director said this is the start of many discussions about healthcare in preparation of the budget and to provide good healthcare to employees in the most effective and efficient way.



**COLUMBIA CITY COUNCIL MEETING MINUTES
TUESDAY, JANUARY 16, 2018**

Mr. Pierre Kellum, Regional Director for Sales and Account Management / Blue Cross Blue Shield of South Carolina presented the well-being strategy that's being implemented for 2018. The strategy includes Rally® engagement to raise awareness; clinical programs to address specific conditions; Blue Care OnDemandSM, which is an after-hours tele-health solution that will complement the clinic; a communication strategy for the entire year; and a wellness consultant at no cost to the City.

Mr. Rich Sciacca, Well-Being Manager for Blue Cross Blue Shield of South Carolina explained that Rally is a one-stop shop that can be customized by the user. It offers missions, challenges, and rewards and incentives. The Rally survey guides the member towards next steps. Incentives are offered for completing the survey, annual physicals, biometric screenings, four coaching calls, and dental cleanings. The engagement rates will be tracked and a communications strategy is in place to help reach the targets. There will be virtual fitness challenges and private sweepstakes at no cost to the City.

Ms. Michelle Thompson, Vice President for Population Health Management for Blue Cross Blue Shield of South Carolina said the clinical programs being offered in 2018 are tailored to the City's population. Your oncology, orthopedic, and diabetes cases are the top conditions that are driving your costs. The programs will provide outcomes and lower overall costs for your members. The programs will provide healthier lives for members, more productive employees, and lower costs for employers. She outlined the suite of care programs ranging from concierge case management to a new specialty pharmacy management program. A risk stratifying tool will help identify the members who are driving costs and may need to be in case management or chronic condition management. We want to increase primary care utilization and decrease emergency room usage. She introduced Tina Dublin as the new care manager who will be onsite at the City of Columbia Employee Health Center. She described the Onduo pilot program for members who have been diagnosed with type 2 diabetes. There are a lot of diagnoses that are treated in the emergency room that can be treated through Blue Care OnDemandSM.

Mr. Rich Sciacca, Well-Being Manager for Blue Cross Blue Shield of South Carolina introduced Blue Care OnDemandSM as an online or app solution for after-hours support. It offers another after-hours resource for members. We have many modalities for communication. In 2018, we will focus on Blue Care OnDemandSM, My Health Toolkit, the City's Employee Health Center, member messaging, and Rally®. We assigned a wellness consultant to administer the City's wellness and communication strategy; conduct monthly reporting; provide customer service; and coordinate the mobile unit with City events. The City had \$50,000 in wellness funds and now has a remaining balance of \$27,400.



COLUMBIA CITY COUNCIL MEETING MINUTES TUESDAY, JANUARY 16, 2018

Councilor Devine asked if the \$50,000 was being used by Blue Cross to support what's being done for the City or if it goes to the City's Human Resources Director for our internal wellness initiatives.

Mr. Rich Sciacca, Well-Being Manager for Blue Cross Blue Shield of South Carolina said it is to help fund a lot of the programs we have going on, but there are opportunities for other events throughout the year.

Councilor McDowell said he wants to make sure the City receives the full package.

Councilor Davis asked if there will be milestones and progress reports on the effectiveness of the program and employee progress.

Mr. Pierre Kellum, Regional Director for Sales and Account Management / Blue Cross Blue Shield of South Carolina said this program was tailored to the City and we will continue to meet quarterly with City staff. My team will be responsible for incorporating all of the new programs into the reporting. This will include staff from the clinic. We can report in this forum as well. These programs are being offered at no cost for the City in 2018 and the wellness resource is in addition to everything else. This allows us to focus on how we are performing. He reiterated that 3% of the population is driving the City's costs and these programs will focus on that. We are making an investment in the City and we expect it to pay dividends.

Ms. Pamela Benjamin, CPM, Human Resources Director said we are trying to rebrand the Employee Health Center; it is not a clinic. We have a new physician there and we met to talk about ways to engage staff at the Health Center. The Health Center staff is visiting with the departments, as well.

Council adjourned the Work Session at 5:38 p.m.



COLUMBIA CITY COUNCIL MEETING MINUTES TUESDAY, JANUARY 16, 2018

COUNCIL MEETING - 6:00 P.M.

The Columbia City Council conducted a meeting on Tuesday, January 16, 2018 at City Hall, 1737 Main Street, Columbia, South Carolina 29201. The Honorable Mayor Stephen K. Benjamin called the meeting to order at 6:13 p.m. and the following members of Council were present: the Honorable Sam Davis, the Honorable Tameika Isaac Devine, the Honorable Howard E. Duvall, Jr., the Honorable Edward H. McDowell, Jr., and the Honorable Daniel J. Rickenmann. The Honorable Moe Baddourah was absent. Also present were Ms. Teresa Wilson, City Manager and Ms. Erika D. Moore, City Clerk. This meeting was advertised in accordance with the South Carolina Freedom of Information Act. *The minutes are numbered to coincide with the order of the meeting.*

PLEDGE OF ALLEGIANCE

Little Miss Trinity Heath 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 Ms. Devine, Council voted unanimously to approve the adoption of the agenda, subject to deferring **Item 16** (*Presentation of a Key to the City of Columbia*).

PUBLIC INPUT RELATED TO AGENDA ITEMS

No one appeared at this time.

APPROVAL OF MINUTES

8. Council is asked to approve the November 21, 2017 and December 5, 2017 Meeting Minutes. - *Approved*

Upon a motion made by Mr. Rickenmann and seconded by Mr. Duvall, Council voted unanimously to approve the November 21, 2017 and December 5, 2017 Meeting Minutes.



**COLUMBIA CITY COUNCIL MEETING MINUTES
TUESDAY, JANUARY 16, 2018**

CONSENT AGENDA

Upon a single motion made by Ms. Devine and seconded by Mr. Duvall, Council voted unanimously to approve the **Consent Agenda Items 9 through 15**.

9. Council is asked to approve the Purchase of three (3) Ford F250 XL Regular Cab Vehicles for Columbia Water, as requested by the Fleet Services Division. Award to Vic Bailey Ford using the SC State Contract in the amount of \$107,880.00. This vendor is located in Columbia, SC. *Funding Source: Utilities, Water Distribution & Maintenance - Auto, Trucks, Heavy Equipment Capital: 5516203-658500. The original budgeted amount is \$107,880.00. - Approved*
10. Council is asked to approve the Purchase of a Heavy Duty Backhoe for Columbia Water, as requested by the Fleet Services Division. Award to Blanchard Machinery using the SC State Contract in the amount of \$108,805.00. This vendor is located in West Columbia, SC. *Funding Source: Utilities, Water Distribution & Maintenance - Auto, Trucks, Heavy Equipment Capital: 5516203-658500. The original budgeted amount is \$108,805.00. - Approved*
11. Council is asked to ratify Projects WM4113, WM4136, and WM4137; an Agreement for Construction Administration Services for three 2-Million Gallon Elevated Water Storage Tanks, as requested by Columbia Water. Award to Kimley-Horn and Associates, Inc. in the amount of \$216,300.00. This firm is located in Columbia, SC. *Funding Source: 5529999-658650 - A total of 48% (\$103,300.00) of the work will be subcontracted to the following firms: Chao & Associates, Inc., a MBE firm in Columbia, SC will provide construction inspection services at 15% (\$32,000.00) of the contract value; Quinn Consulting Services, a MBE firm in Chantilly, VA will provide coating inspection services at 31% (\$66,300.00) of the contract value; and Apogee Consulting Group, from Cary, NC will provide electrical RFI and construction administration services at 2.3% (\$5,000.00) of the contract value. - Approved*



We Are Columbia

**COLUMBIA CITY COUNCIL MEETING MINUTES
TUESDAY, JANUARY 16, 2018**

12. Council is asked to approve Change Order #3 for Project SS7279; Smith Branch Basin 02 Sewer Rehabilitation, as requested by Columbia Water. Award to Layne Inliner, LLC in the amount of \$362,292.80. This firm is located in Tucker, GA. *Funding Source: 5529999-SS727901-658650 Smith Branch Basin 02 Sewer Rehabilitation - Capital Project Costs. The original budgeted amount for this change order is \$362,292.80. This is a Mentor Protégé Program Project. North American Pipeline Management, a Minority Business Enterprise of Columbia, SC is the Protégé and will receive 73% (\$264,618.66) of the change order value. - Approved*
13. Council is asked to approve Contract Amendment #4 in the amount of \$106,000.00 for a Water and Sewer Rate Study Update and Contract Amendment #5 in the amount of \$54,980.00 for an Impact Fee Analysis, as requested by Columbia Water. Award to Black & Veatch Management Consulting, LLC. This firm is located in Kansas City, MO. *Funding Source: 5511706-WM4358-638305 and 5511706-SS7349-638305. The original budgeted amount is \$160,980.00 (\$150,000.00 Update, and \$54,980.00 Impact Fee Analysis). - Approved*
14. Ordinance No.: 2017-115 - Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 21, Stormwater Management and Sedimentation Control, Article III, Flood Damage Prevention, Division 1, Generally, Sec. 21-127 Basis for establishing areas of special flood hazard - *First reading approval was given on January 9, 2018. – Approved on second reading.*
15. Ordinance No.: 2018-002 - Amending Ordinance 2016-036 to Adopt the Budget for the City of Columbia, South Carolina, for the Fiscal Year ending June 30, 2017 - *First reading approval was given on January 9, 2018. – Approved on second reading.*

PRESENTATIONS

16. Presentation of a Key to the City of Columbia to Mrs. Jennifer Pinckney - The Honorable Mayor Stephen K. Benjamin - *Deferred*

Ms. Teresa Wilson, City Manager recognized the upcoming retirement of Ms. Libby Gober, Executive Assistant to City Council after 19 years of service. We want to celebrate Libby on her last Council meeting with us and it's her birthday. We are certainly going to miss her.

Ms. Libby Gober, Executive Assistant to City Council said it has been her pleasure to serve City Council for all of these years and I want you to keep in touch as I go forward.



**COLUMBIA CITY COUNCIL MEETING MINUTES
TUESDAY, JANUARY 16, 2018**

Mayor Benjamin said you've been at the center of the decisions that have helped build the arts and culture infrastructure of this city. We will miss you.

Mr. Jack Gober said I know you guys care a lot about her, but I care a lot more about her.

17. Recognition of the 2017 Employee of the Year - Mr. William "Skip" Holbrook, Police Chief

Ms. Teresa Wilson, City Manager said Felicia is Janie on the spot when it comes to seeing a process through that was very intense for this department. I am pleased to see her being recognized.

Mr. William "Skip" Holbrook, Police Chief introduced Ms. Felicia Prince-Heath, Accreditation Manager for the Police Department as the 2017 Employee of the Year. It is hard to state how impactful Felicia's work has been. It was a three year accreditation process and she was a subject matter expert. We are accredited today because of the work she has done. She also assisted the 911 Center with maintaining accreditation and she has assisted Parks and Recreation with their endeavors to become accredited. She is a shared asset that is valued tremendously. This is the most important thing that has happened during my tenure.

Mayor Benjamin presented Felicia Prince-Heath with a plaque and City Manager Teresa Wilson presented her with a token of appreciation for being selected as the City of Columbia 2017 Employee of the Year.

18. Special Recognition - Mr. William "Skip" Holbrook, Columbia Police Chief

Ms. Teresa Wilson, City Manager said this recognition is another example of Chief Holbrook's attention to professional development. I am very proud of Deputy Chief Kelly as well.

Mr. William "Skip" Holbrook, Police Chief announced that Deputy Police Chief Melron Kelly graduated from the FBI National Academy in Quantico, Virginia on December 15, 2017. He is a member of the 270th session of the academy. He earned 17 graduate credits and participated in fitness challenges. Organizational success and maintaining a culture of excellence is achieved through developing leaders. Deputy Chief Kelly is an example of that. He recognized Major Dana Oree and Captain Chris White for previously completing this academy. In recognition of this major accomplishment, the Police Department presented Deputy Chief Kelly with the distinguished service award.



**COLUMBIA CITY COUNCIL MEETING MINUTES
TUESDAY, JANUARY 16, 2018**

Councilor Devine said Melron started off with the Columbia Police Department as an Explorer and he has worked his way up. It is a testament to his commitment to the City and higher personal and professional development. She told Chief Holbrook that we can remember when people didn't feel like they could move up in the ranks and your commitment to investing in the officers shows not only is this a department, but it's a family.

Councilor Davis said I really support CPD and our department is the best in the southeast because of the investment you all put into one another. Your record to this point and the stint in Washington is indicative of what it takes to have an A-1 organization; national accreditation is another. The investment we make is justified and it's worth it.

Deputy Chief Melron Kelly said you can't lead people unless you love people and that's the way we lead. The Columbia Police Department is a spoke on the wheel of the City team that keeps the City rolling. We couldn't do it without every department. We will continue to lead our officers and citizens with love and compassion. We will keep moving forward. I am glad to be a member of this team and family.

Councilor Duvall said I hope you don't leave us; we want to use your talent here.

19. Human Trafficking Awareness Month Proclamation - The Honorable Stephen K. Benjamin

Mayor Benjamin and the members of City Council proclaimed January 2018 as Human Trafficking Awareness Month in the City of Columbia.

Ms. Kaneshia Greene, Human Trafficking and Immigration Initiative Program Coordinator for the State of South Carolina Commission for Minority Affairs and Ms. Alexis W. Scurry, LMSW, CPS, Richland County Anti-Human Trafficking Project Coordinator thanked the members of Council for the proclamation, for helping to raise awareness to human trafficking, and to assist with eradicating human trafficking in the City of Columbia and Richland County.

The Honorable Jim Manning, Chair of the Richland County Anti-Human Trafficking Task Force recognized the Court Appointed Special Advocates who serve as volunteer guardian ad litem. Once every six weeks over the past two years, an arrest is made involving a Richland County school student being trafficked in our community. He also recognized Bikers against Child Abuse. He noted that Richland School District Two Board Chairman Craig Plank and Richland School District One Board Commissioner Darrell Black have attended several of the task force meetings.



COLUMBIA CITY COUNCIL MEETING MINUTES TUESDAY, JANUARY 16, 2018

Mayor Benjamin asked the City Manager to include the signs of human trafficking in the City's water bill inserts. He asked the City Manager to reach out to billboard owners in the community starting with Grace and Lamar to see if they will dedicate space to bringing attention to this matter.

Mr. Reilly Arford, Ridge View High School Scholars Academy Magnet for Business and Law Junior appeared with Miss M'Chaelah Brown and Miss Rhiannon Thompson, who are also Ridge View High School Scholars Academy Magnet for Business and Law Juniors. He said we have been pursuing advocacy work against sex trafficking for two years. We have been wrecked by the current devastation that the State of South Carolina is in. We are passionate about this and one of our goals is to stop the criminalization of the victims. You will see victims being criminalized like prostitutes. We want to help victims get prostitution expunged from their records. Another goal is to educate ourselves by adding the signs and dangers of sex trafficking to school curriculum. Thank you for pushing this issue forward. You can follow this initiative on Twitter @stopsxslavery.

20. National Mentoring Month Proclamation - The Honorable Mayor Stephen K. Benjamin

Mayor Benjamin announced that the new Mayor's Mentoring Summit will be held in partnership with Richland School Districts One and Two in April. With a mentor, at-risk youth are 52% more likely than their peers to not skip a day of school; are 55% more likely to enroll in college; and 46% less likely to start using drugs. The vast majority of kids in our community grow up without a mentor in their lives.

The Honorable Craig Plank, Richland School District Two Board Chairman said we take mentoring seriously with our students, teachers, administrators, and the community. We have a bow tie program for our boys and a pearls program for our girls along with faith based organizations and other organizations that are interested in making a difference in our students' lives. We mentor our first year teachers into their second year. Parents of special needs children mentor parents who are in the program for the first time. He thanked Councilman Manning for his work on anti-trafficking.

Mayor Benjamin and the members of City Council proclaimed January 2018 as National Mentoring Month in the City of Columbia.



COLUMBIA CITY COUNCIL MEETING MINUTES TUESDAY, JANUARY 16, 2018

PUBLIC HEARING

21. Improvement Plan for the Vista Improvement District - Ms. Meredith Atkinson, Executive Director of the Vista Guild

Ms. Meredith Atkinson, Executive Director of the Congaree Vista Guild said this is public hearing number two to give property owners and stakeholders an opportunity to speak. We all want to continue to make the Vista the thriving, hustling, and bustling entertainment and cultural district that it is. We are here to make sure we can continue our vital clean and safe program.

Mayor Benjamin said we had the opportunity to have a productive dialog amongst ourselves and as a result we don't have anyone signed up to speak. We want to make sure we have a safe and clean environment in the Vista. There is not readiness to approve a business improvement district. It has to be a collaborative approach that has everyone at the table making it happen. I support working together to find the funding to make sure we continue to see the Vista grow and prosper. The best days are ahead of us. I commit on behalf of myself and my colleagues that we will work to meet the modified funding request.

Councilor McDowell said our meeting was very productive. This gives us an opportunity for further dialog. There is work to do and conversations to be had.

Councilor Duvall said he was unable to attend the meeting last Wednesday. He asked Council not to stop the process of the BID, because the law gives 120 days between the public hearing and first reading of an ordinance. I'd like to keep pressure on the Council to find another \$115,000 for the Vista if the will of Council and the property owners is not to have a BID. I'd like to have the public hearing tonight.

Mayor Benjamin said there is a collective commitment to get this done. It is up to us to get it done without the specter of this de facto tax increase hanging over their heads. We know that BIDs work when they are borne and birthed with the active support of property owners; we are not there. We need to resolve to deal with this issue during this budget season.

Councilor Devine said my commitment is there to allocate the funding. I've always been supportive of the Yellow Shirts. I want to reiterate that BIDs work well when everyone can come around what it's for, what it can do, and how it will operate. We have all seen how great the City Center Partnership has worked. The City Center Partnership is planning for the future. It will address some of the other things you all have tried to do in the past. I encourage you to continue talking and determine whether or not you want to consider a BID in the future.



**COLUMBIA CITY COUNCIL MEETING MINUTES
TUESDAY, JANUARY 16, 2018**

Mayor Benjamin stated for the record that we have a pending request from the City Center Partnership that we need to address as well. He said the next time this [the Vista Improvement District] appears on the agenda it should be for the appropriation of funds.

ZONING / PLANNING PUBLIC HEARING - FIRST READING

Council opened the Zoning/Planning Public Hearing at 7:13 p.m.

22. ANNEXATION, COMPREHENSIVE PLAN MAP AMENDMENT, AND ZONING MAP AMENDMENT - 405 Greenlawn Drive; TMS# 16308-07-02 - *Approved on first reading.*

Ordinance No.: 2017-116 - Annexing and Incorporating 405 Greenlawn Drive, Richland County TMS# 16308-07-02 into the Plan Columbia Land Use Plan Putting the Pieces Together adopted by Ordinance No.: 2015-014 on February 17, 2015 - *Approved on first reading.*

Council District: 3

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

Applicant: John L. and Leola J. Jackson/The Humane Society for the Prevention of Cruelty to Animals

Staff Recommendation: Approval

PC Recommendation: 12/04/2017; Approval (8-0)

No one appeared in support of or in opposition to this matter.



**COLUMBIA CITY COUNCIL MEETING MINUTES
TUESDAY, JANUARY 16, 2018**

Upon a motion made by Mr. McDowell and seconded by Mr. Duvall, Council voted unanimously to give first reading approval to the *Annexation, Comprehensive Plan Map Amendment, and Zoning Map Amendment* for 405 Greenlawn Drive; TMS# 16308-07-02 **and** Ordinance No.: 2017-116 - Annexing and Incorporating 405 Greenlawn Drive, Richland County TMS# 16308-07-02 into the Plan Columbia Land Use Plan Putting the Pieces Together adopted by Ordinance No.: 2015-014 on February 17, 2015. Mayor Benjamin was not present for the vote.

23. ANNEXATION, COMPREHENSIVE PLAN MAP AMENDMENT, AND ZONING MAP AMENDMENT - NX 1080 Shop Road; TMS# 11211-07-09 - *Approved on first reading.*

Ordinance No.: 2017-117 - Annexing and Incorporating NX 1080 Shop Road, Richland County TM5#11211-07-09, into the Plan Columbia Land Use Plan Putting the Pieces Together adopted by Ordinance No.: 2015-014 on February 17, 2015 - *Approved on first reading.*

Council District: 3

Proposal: Request to annex, assign land use classification of Employment Campus (EC), and assign zoning of Light Industrial (M-1). The property is currently classified as Mixed Residential-High Density and zoned Employment Campus (EC) by Richland County.

Applicant: George McCutchen

Staff Recommendation: Approval

PC Recommendation: 12/04/2017; Approval (8-0)

No one appeared in support of or in opposition to this matter.

Upon a motion made by Mr. Rickenmann and seconded by Mr. Duvall, Council voted unanimously to give first reading approval to the *Annexation, Comprehensive Plan Map Amendment, and Zoning Map Amendment* for NX 1080 Shop Road; TMS# 11211-07-09 **and** Ordinance No.: 2017-117 - Annexing and Incorporating NX 1080 Shop Road, Richland County TM5#11211-07-09, into the Plan Columbia Land Use Plan Putting the Pieces Together adopted by Ordinance No.: 2015-014 on February 17, 2015.



**COLUMBIA CITY COUNCIL MEETING MINUTES
TUESDAY, JANUARY 16, 2018**

24. COMPREHENSIVE PLAN MAP AMENDMENT CONFIRMATION - 1627 Auburn Street, TMS# 11613-12-33 - *Approved on first reading.*

Ordinance No.: 2017-114 - Amending the City of Columbia Comprehensive Plan 2018 Future Land Use Map to include 1627 Auburn Street; Richland County TMS# 11613-12-33; annexed by Ordinance No.: 2017-103 enacted December 5, 2017 - *Approved on first reading.*

Council District: 2

Proposal: Request to assign land use classification of Urban Core Community Activity Center (UCAC-2). The property currently has interim land use classification of Urban Core Community Activity Center (UCAC-2).

Applicant: Life Made Whole International Ministries

Staff Recommendation: Annex, Assign Interim Land Use and Interim Zoning; Approve

PC Recommendation: 11/06/17: Annex, Assign Interim Land Use & Interim Zoning; Approve (7-0); Annexation, 1st Reading: 11/21/17: Annex, Assign Interim Land Use and Interim Zoning; Approve (5-0); Annexation, 2nd Reading 12/05/17: Annex, Assign Interim Land Use and Interim Zoning; Approve

25. ZONING MAP AMENDMENT CONFIRMATION - 1627 Auburn Street, TMS# 11613-12-33 - *Approved on first reading.*

Council District: 2

Proposal: Request to assign zoning of General Commercial (C-3). The property currently has interim zoning of General Commercial (C-3).

Applicant: Life Made Whole International Ministries

Staff Recommendation: Annex, Assign Interim Land Use and Interim Zoning; Approve



**COLUMBIA CITY COUNCIL MEETING MINUTES
TUESDAY, JANUARY 16, 2018**

PC Recommendation: 11/06/17: Annex, Assign Interim Land Use & Interim Zoning; Approve (7-0); Annexation, 1st Reading: 11/21/17: Annex, Assign Interim Land Use and Interim Zoning; Approve (5-0); Annexation, 2nd Reading; 12/05/17: Annex, Assign Interim Land Use and Interim Zoning; Approve (4-0)

*No one appeared in support of or in opposition to **Items 24 and 25.***

Upon a single motion made by Mr. Duvall and seconded by Mr. Rickenmann, Council voted unanimously to give first reading approval to **1)** the *Comprehensive Plan Map Amendment Confirmation* for 1627 Auburn Street, TMS# 11613-12-33, **2)** Ordinance No.: 2017-114 - Amending the City of Columbia Comprehensive Plan 2018 Future Land Use Map to include 1627 Auburn Street; Richland County TMS# 11613-12-33; annexed by Ordinance No.: 2017-103 enacted December 5, 2017, and **3)** the *Zoning Map Amendment Confirmation* for 1627 Auburn Street, TMS# 11613-12-33.

26. ZONING MAP AMENDMENT - 2300 Elmwood Avenue, TMS# 11505-05-01 - *Approved on first reading.*

Council District: 2

Proposal: Request to rezone the parcel from General Residential District (RG-1) and General Residential District (RG-2) to Neighborhood Commercial District (C-2).

Applicant: Second Nazareth Baptist Church, Rev. Johnny Ray Noble

Staff Recommendation: Approval

PC Recommendation: 12/04/2017; Approval (8-0)

No one appeared in support of or in opposition to this matter.

Upon a motion made by Mr. McDowell and seconded by Mr. Duvall, Council voted unanimously to give first reading approval to the *Zoning Map Amendment* for 2300 Elmwood Avenue, TMS# 11505-05-01.

Councilor McDowell told Pastor Noble and the Second Nazareth Baptist Church Family that the project looks good. It's going to enhance our community, it's going to enhance our city, and it's going to provide affordable housing. Thanks for your vision.



**COLUMBIA CITY COUNCIL MEETING MINUTES
TUESDAY, JANUARY 16, 2018**

27. ZONING MAP AMENDMENT - 3329 River Drive, TMS# 09107-11-08 - *Approved on first reading by a vote of five to one.*

Council District: 1

Proposal: Request to rezone the parcel from Single Family Residential District, -Design and Preservation Area (Earlewood Protection Area A) (RG-2, -DP) to Office and Institutional District, -Design and Preservation Area (Earlewood Protection Area A) (C-1, -DP)

Applicant: Jimmy and Jean B. Moody

Staff Recommendation: Denial

PC Recommendation: 11/6/2017; Denial (8-0)

Senator John Scott, appeared on behalf of the applicant. The Moody's have owned this property for over thirty three years. There is a hair shop on the corner. They also own an adjacent lot. They've been an asset to that community. They requested a zoning change and they were denied. We are asking Council to do the right thing by this family.

Ms. Krista Hampton, Planning and Development Services Director explained that the use is a special exception; it is a non-conforming use. The zoning on that side of the street is predominantly residential. It has been a longstanding policy to not encourage commercial encroachment into residential.

Councilor Rickenmann said it was already commercial and he named other commercial establishments along River Drive. This would be a great place to use administrative judgement to find a solution. I have a hard time denying it based on its past use and location.

Councilor Davis agreed with Mr. Rickenmann. We've done it all over the City.

Councilor Devine said the Moody's have attempted this before and I hoped they could work out something that the neighborhood could support. It appears as if there is a vacant lot, but it's all one parcel. Next to it is a vacant house and then the residential starts. She recalled when Council denied Representative Hart's request to rezone his parcel on the other side of the street. The Moody's have been great neighbors and I know that they want to sell to someone who will



**COLUMBIA CITY COUNCIL MEETING MINUTES
TUESDAY, JANUARY 16, 2018**

continue to be a good neighbor. Are there alternatives for a buffer? The neighborhood's larger concern is further commercial encroachment.

Ms. Krista Hampton, Planning and Development Services Director said buffers aren't required. The extent of buffers would be based on the redevelopment of the property as commercial. Depending on the intensity of the use, compliance with the landscape ordinance would be required. This would include partial buffers to adjacent residential property. We could work with them if they wanted to install a buffer.

Upon a motion made by Mr. Rickenmann and seconded by Mr. McDowell, Council voted five (5) to one (1) to give first reading approval to the *Zoning Map Amendment* for 3329 River Drive, TMS# 09107-11-08. Voting aye were Mr. Rickenmann, Mr. McDowell, Mr. Duvall, Mr. Davis, and Mayor Benjamin. Ms. Devine voted nay.

28. ZONING MAP AMENDMENT - 2717 Canterbury Road, TMS# 11415-04-07 - *Denied*

Council District: 3

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

Applicant: Paul and Jessica Goff

Staff Recommendation: Denial

PC Recommendation: 12/04/2017; Denial (8-0)

Mr. Paul Goff, Applicant said most of the other parcels are zoned RS-2 and this parcel was previously zoned RS-2 up until ten years ago. We want to get it back to where it was originally. He presented a plat showing that the parcel was originally divided into two lots as RS-2.

Ms. Emma Bryson appeared before Council in opposition to the request to rezone. My lot is adjacent to the back of Mr. Goff's lot. The neighborhood association opposes this. He owns the property, but he is a non-resident. We would ask that he not be allowed to enrich his own interests at the detriment of the neighborhood.



COLUMBIA CITY COUNCIL MEETING MINUTES TUESDAY, JANUARY 16, 2018

Ms. Krista Hampton, Planning and Development Services Director explained that both RS-1 and RS-2 are single family residential: RS-1 requires a 15,000 sq. ft. lot and RS-2 requires an 8,500 sq. ft. lot. Front setbacks are 35 feet for RS-1 and 25 feet for RS-2.

Councilor Devine asked if he could subdivide the lot and build two single family houses if he got the zoning.

Ms. Krista Hampton, Planning and Development Services Director said it would be more of a potential with RS-2, but I can't say for sure without a plat.

Mayor Benjamin asked what other processes the owner would need to go through in order to subdivide the lot. To the naked eye, if you subdivide that lot it would be the same size as the other lots.

Ms. Krista Hampton, Planning and Development Services Director said it is a staff review if it meets the standards. She reiterated that it has been RS-1 for many years.

Ms. Barbara Rackes appeared before the Council in opposition to the request to rezone. The inner loop of this is historically RS-1; it's only RS-2 on the other side of the street. The neighborhood association respectfully requests that the inner loop remain consistent with the other properties that are adjacent to it rather than subdividing this single lot.

Mr. Paul Goff, Applicant said if it were divided it would fall in line with the other lots that surround it.

Upon a motion made by Mr. Duvall and seconded by Ms. Devine, Council voted unanimously to deny the *Zoning Map Amendment* for 2717 Canterbury Road, TMS# 11415-04-07.

29. ZONING MAP AMENDMENT and MAJOR PUD AMENDMENT - 1507 Huger Street, 1520 Williams Street (aka 1520 Science Alley) and 1511 Huger Street; TMS# 09009-14-13, 09009-14-21 and 09009-14-11 - *Approved on first reading by a vote of five to one.*

Council District: 2

Proposal: Request to rezone the parcel from Office and Institutional District (C-1), - Design/Development District (-DD) and Planned Unit Development-Commercial District (PUD-C), -Design/Development District (-DD) to General Commercial District (C-3), - Design/Development District (-DD)



**COLUMBIA CITY COUNCIL MEETING MINUTES
TUESDAY, JANUARY 16, 2018**

Applicant: Tommy Burriss, North Lake Properties, LLC

Staff Recommendation: Approval of the rezoning for TMS# 09009-14-13 and 09009-14-11 and Denial of the rezoning for TMS# 09009-14-21

PC Recommendation: 12/04/2017; Approval of the rezoning for TMS# 09009-14-13 and 09009-14-11 and Denial of the rezoning for TMS# 09009-14-21

Mr. Julian Wilson appeared on behalf of the McCuen and Rosen Families. He explained that this is a legacy parcel that is tied in with the Planned Unit Development for Canalside. The McCuen property is currently zoned C-1 and we are trying to rezone it to C-3. This has nothing to do with the Canalside PUD. The McCuen property and the horseshoe shaped property are being rezoned to C-3. The parking is tight. The Landsman tract and Science Alley are being put together to meet parking requirements for the two other parcels in the future for the purpose of better marketing and functional use of the real estate.

Ms. Krista Hampton, Planning and Development Services Director explained that the slender lot that fronts Williams Street was not recommended [for approval]. It is C-1, which will currently allow for parking. The idea of the parking being off-site in that location is not desirable from a pedestrian safety point of view. You would walk up Williams Street and then Hampton Street to access the development.

Councilor Devine inquired about the plans for the property.

Ms. Krista Hampton, Planning and Development Services Director said the plans are not germane to this, because they can change the plans. Our understanding is that it will be a hot beverage type place with a drive-thru.

Councilor Davis asked if a marker was being installed to commemorate the history of Science Alley. He asked if anyone knew anything about Science Alley.

Mayor Benjamin suggested that Mr. Davis have a conversation with Julian about installing a historic marker to recognize Science Alley.



COLUMBIA CITY COUNCIL MEETING MINUTES TUESDAY, JANUARY 16, 2018

Upon a motion made by Mr. McDowell and seconded by Mr. Rickenmann, Council voted five (5) to one (1) to approve the *Zoning Map Amendment and Major PUD Amendment* for 1507 Huger Street, 1520 Williams Street (aka 1520 Science Alley) and 1511 Huger Street; TMS# 09009-14-13, 09009-14-21 and 09009-14-11. Voting aye were Mr. Rickenmann, Mr. McDowell, Mr. Duvall, Ms. Devine, and Mayor Benjamin. Mr. Davis voted nay.

Council closed the Zoning/Planning Public Hearing at 7:42 p.m.

Ms. Krista Hampton, Planning and Development Services Director announced that Brian Cook, the City's Zoning Administrator is leaving the City of Columbia to become the City Administrator for Blythewood.

CONSIDERATION OF MATTERS DISCUSSED DURING THE WORK SESSION

No matters were considered at this time.

CITY COUNCIL COMMITTEE REPORTS / REFERRALS

Councilor McDowell presented the Administrative Policy Committee report dated November 6, 2017. The committee was asked to consider limiting the number of races that occur annually within neighborhoods and require organizers to notify neighborhoods of the scheduled races. The Chief agrees that the Columbia Police Department will continue to adhere to its current communication process for races. Chief Holbrook agreed to define the communication plan in writing and to decide where the signs will go while the race is taking place. The committee also reviewed the terms of appointments and term limits on City boards and commissions. There was consensus of the committee to require five votes of Council in order to re-appoint an individual to City boards and commission for more than two consecutive terms.

Upon a motion made by Mr. McDowell and seconded by Mr. Davis, Council voted unanimously to accept the November 6, 2017 Administrative Policy Committee report.

Councilor Davis presented the Economic and Community Development Committee report dated November 14, 2017. There was a meeting to review the sidewalk vending ordinance and to update it to modern classifications. The City Manager and staff provided input during the meeting. There was consensus to advise City Council that national chains cannot be prohibited from submitting a sidewalk vendor application; to not amend the current definition of a cart or allowed accessories that fit within a designated footprint; add language that sets a designated footprint for sidewalk vending carts and at no time can the designated footprint obstruct



COLUMBIA CITY COUNCIL MEETING MINUTES TUESDAY, JANUARY 16, 2018

pedestrian traffic; staff will add sample photos of well-constructed sidewalk vending carts to the ordinance; amend the list of permitted merchandise to reflect all merchandise included in the City's ordinance along with salads and pizza. The ordinance will be amended as outlined.

Councilor Devine added that there was discussion about the current ordinance not being strict on vendors who put additional tables and coolers out that block the sidewalk.

There was a consensus of Council to receive legal advice during the next executive session in response to the November 14, 2017 Economic and Community Development Committee report.

APPEARANCE OF THE PUBLIC

Mr. John Holmes, Homeless Helping Homeless of Columbia appeared before the Council to express concerns about the City's definition for inclement weather. He also expressed concerns about the limited storage space at Transitions. He recalled when it rained consistently for 1.5 days, but it was 42 degrees outside; therefore, the Inclement Weather Center was closed. Many homeless individuals and their belongings were saturated. He asked if the temperature can be raised from 40 degrees to 45 degrees.

Mayor Benjamin said he had this discussion with John and this should be a part of our overall discussion with those who are coordinating our overall response, especially with the increased number of wet weather events. There will be some extremely hot days this summer and it may require us to revisit the parameters. We must have objective parameters by which to guide us, but we may be able to expand them while recognizing the challenges.

Councilor McDowell thanked John for being very passionate about taking care of those brothers and sisters who are out there. There needs to be an adjustment.

Upon a motion made by Mr. Davis and seconded by Mr. Rickenmann, Council voted unanimously to adjourn the meeting at 8:00 p.m.

Respectfully submitted by:

Erika D. Moore, CMC
City Clerk



We Are Columbia

MEETING DATE: March 20, 2018

DEPARTMENT: Procurement and Contracts

FROM: *Sandra Wright, Purchasing Agent*

SUBJECT: Council is asked to approve the Purchase of Exterior Video Surveillance Services for City Hall, as requested by the Support Services Division. Award to Schneider Electric, using the National Intergovernmental Purchasing Alliance Contract in the amount of \$64,349.64. This vendor is located in Carrollton, TX.

REQUISITION NO.: R188548

FINANCIAL IMPACT: Funding Source: General Capital Projects-City Facility Security Systems- Capital Project Costs; 4039999-CP106502-658650. The original budgeted amount is \$64,349.64.

ORIGINAL BUDGET: \$64,349.64

CLEAN WATER 2020?: No

STRATEGIC GOALS: Provide high quality municipal services

Sec. 2-204.-Item (10), 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 cooperative purchasing agreements.

ATTACHMENTS:

- **#a:** National IPA quote and bid tabulation (PDF)
- **#b:** National IPA contracting process (PDF)



RE: CERTIFIED PROPOSAL NUMBER R170504-NC-17009

Dear Valued National IPA Participant:

Thank you for your consideration in accessing and potentially utilizing a National IPA cooperative contract. Each contract in the National IPA portfolio has been competitively solicited and publicly awarded by a government/education entity.

For those contracts that utilize proposals, particularly contracts for facility and construction projects, we have implemented the National IPA Certified Proposal Number (CPN) system, a proposal registration program. This new system will track transactions from the initial proposal stage to the completion of each project, and provide consistency and faster service for your agency. It will also allow us to assist you with verification of contract compliance and consistency.

THE CPN PROCESS

Awarded contract suppliers register your project with National IPA and receive a CPN. That CPN (noted above) should be prominently displayed on proposal(s) utilizing the cooperative contract. The CPN will also alert our dedicated and experienced National IPA team, who will work to support you and the awarded supplier during the process.

Your National IPA representative may be found at www.nationalipa.org, or by contacting National IPA Customer Relations at info@nationalipa.org.

Thank you for your participation with National IPA.

Sincerely,

The National IPA Team



CERTIFIED PROPOSAL NUMBER - R170504-NC-17009

DATE: 02/21/2018

**To: Kelvin Keisler
City of Columbia**

**From: David Morazes
Schneider Electric Buildings Americas, Inc.**

Phone: 803-545-3115

Phone: 919-961-2013

Fax:

Fax: 704-571-6076

Project: CITY HALL PARKING LOTS - VIDEO SURVEILLANCE

Location: 1737 MAIN STREET

Schneider Electric proposes to furnish & install exterior cameras to cover all sides of City Hall along with the neighboring parking lot as shown on drawing. All cameras, wireless communication devices, and power supplies will be located on existing poles. The city is responsible for providing 110V power receptacle to each pole cabinet and fiber from the Laurel Street pole into the building. Transitioning from fiber to city network shall be by city as well. This will be an extension to the cities Genetec system. We will furnish, install, program, and commission all devices. All labor is based on Schneider's normal business hours.

Base bid: \$59,583.00 PLUS TAX

This Proposal Includes:

- (1) – 40TB server
- (5) NEMA 4 enclosure
- (5) Hardened switch
- (8) Fluidmesh wireless radio
- (6) – 5mp exterior fixed camera
- (2) – 12mp, exterior, 180-degree camera
- (8) – Camera system license
- (8) – Months cameras system SMA
- One year warranty on all new installed control equipment
- Three-year manufacturer parts warranty on Seneca server
- Installation, programming, and commissioning
- Freight

This Proposal Excludes:

1. Fiber from pole into building and onto city network
2. Switches inside City Hall, IP addresses
3. 120V receptacle inside enclosures
4. Plastering, patching and painting.
5. Overtime work (all work to be performed during normal business hours Mon-Fri).
6. Provisions and installation of work outside the scope of this quote.



WP4 - Outdoor Utility Enclosure

Rev. DSWP4_12222014



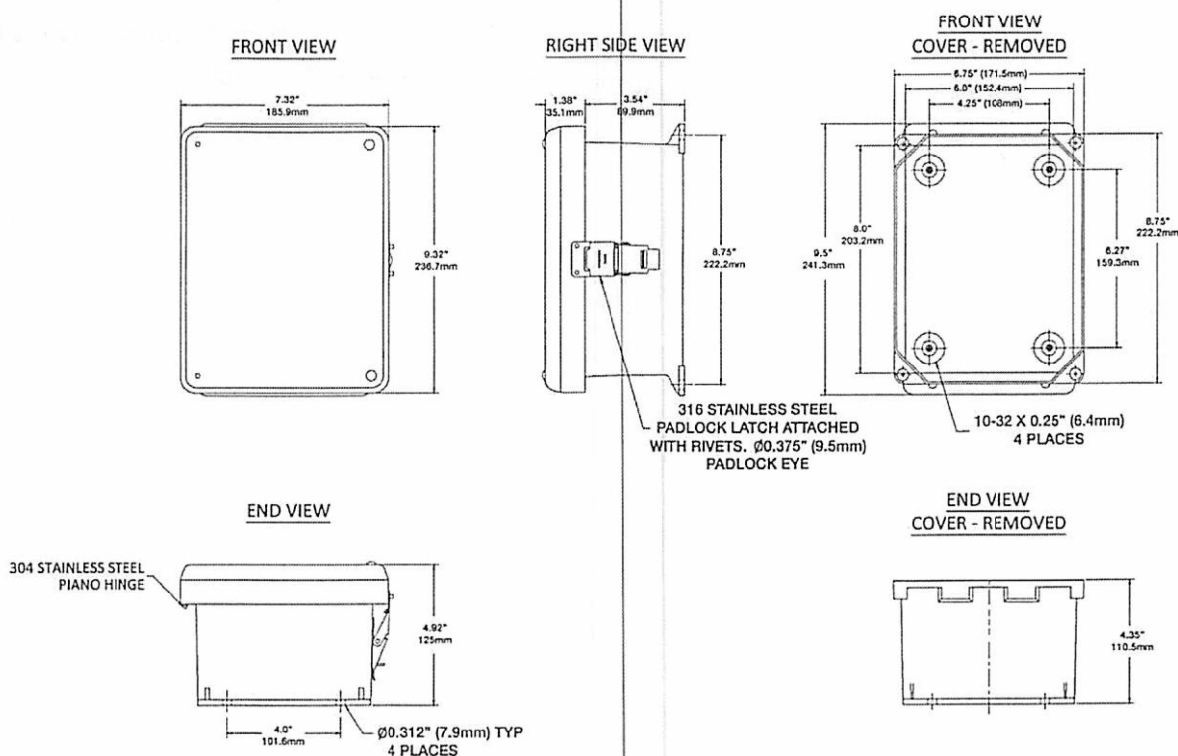
WP4

Specifications:

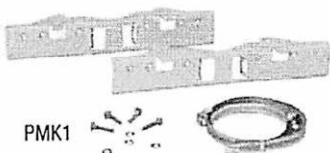
- NEMA 4/4X, IP66-11 Rated enclosure for outdoor use.
- Lightweight molded fiberglass reinforced polyester enclosure is corrosion resistant, non-conductive and does not contain halogens.
- Lockable stainless steel latch.
- Integral flanges simplify wall or pole mounting.
- Applications: Power Supplies and Auxiliary modules.
- Product weight: 1.8 lbs. (0.8 kg).
- Shipping weight: 2.6 lbs. (1.17 kg).

Enclosure Dimensions (H x W x D approximate):

9.32" x 7.32" x 4.92" (236.7mm x 185.9mm x 125mm)



PMK1 Pole Mount Kit (order separately)



PMK1

PMK1 pole mount kit is designed to simplify installation of outdoor units.

- Accommodates 2"- 8" (diameter) poles.
- Kit includes:
 - Two (2) powder coated steel mount brackets.
 - Four (4) stainless steel bolts.
 - Four (4) stainless steel lock washers.
 - Two (2) wormgear quick release straps.

all cams mounted to poles with power straight lines show line of sight

6 - 5mp cams

2 - 180 optera

optera 180

imp 5mp

imp 5mp

optera 180

imp 5mp

imp 5mp

MAIN ST

LAUREL ST

imp 5mp
fiber connection at this
imp 5mp pole.

FLUIDMESH 1200 VOLO

FLUIDMESH NETWORKS

POWERFUL WIRELESS BACKHAULING

A 2x2 MIMO-based wireless radio, the FLUIDMESH VOLO is designed for backhauling mission-critical video, voice, and data. With a fully redesigned hardware platform, the FLUIDMESH VOLO is a data processing powerhouse. The FLUIDMESH VOLO is intuitive, easy to deploy, and can be used to create point-to-point, point-to-multipoint, mesh, and with a real throughput of up to 150 Mbps.



REDUCE THE COST OF NETWORK OWNERSHIP SELECT THE AMOUNT OF THROUGHPUT YOU NEED

Limit the cost of ownership with FluidThrottle by selecting only the amount of throughput required. More throughput can be easily achieved by upgrading the system with software plug-ins when the traffic requirements increase. FluidThrottle makes Fluidmesh cost-effective and future-proof.



PRODIGY 2.0 RELIABLE WIRELESS TRANSMISSION FOR MISSION-CRITICAL APPLICATIONS

Our MPLS-based transmission protocol is built to overcome the limits of standard wireless protocols and to deliver an infrastructure with a higher level of reliability. At the base of our innovative transmission protocol, there is a traffic optimization algorithm that allows every Fluidmesh radio to assign a specific level of priority and reliability to every packet transmitted. The result is a better, more reliable, multi service wireless infrastructure.



UP TO 150 MBPS OF USABLE THROUGHPUT WITH VIRTUAL GIGABIT

The innovative FluidThrottle pricing allows throughput to scale as you grow by installing additional plugins. Virtual Gigabit allows you to continue growing all the way up to 150Mbps. By virtually bonding the Ethernet interfaces, real throughput above 100Mbps is just a click away.



WEB INTERFACE CONFIGURES, MONITORS AND TROUBLESHOOTS THE WIRELESS NETWORK

The FLUIDMESH VOLO includes the FMQuadro web interface that allows you to configure, monitor, and troubleshoot the wireless network in real time, without any additional software. To simplify the configuration of the wireless network, the radio has a built-in spectrum analyzer and a real-time bandwidth monitoring tool.



YOUR INVESTMENT IS PROTECTED

Your investment is safe when business needs change. With FluidMAX, you don't have to replace your radios when you change the network's architecture from Point-to-Point to Point-to-Multipoint or Mesh. VOLO can operate in CSMA or TDMA.



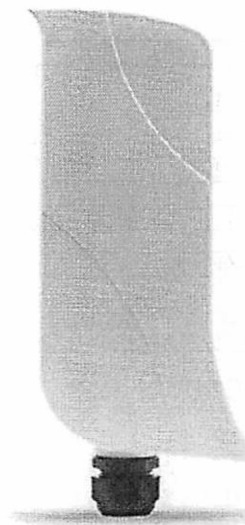
EASY INSTALLATION

IP66 rated, the FLUIDMESH VOLO is designed for low visual impact and easy installation in harsh environments. To facilitate installation, the FLUIDMESH VOLO has a two cord watertight cable gland with a standard NPT-1 thread so you can run pre-made CAT5/6 shielded cables or conduit directly to the radio. The highly visible LEDs tell you the LAN activity and the signal strength. The low-power POE injector guarantees an easy setup.



WI-FI SERVICE PORTAL

Quick troubleshooting and firmware upgrades can be done without getting out of your truck. For fast and low cost servicing, you can now wirelessly connect to the FLUIDMESH VOLO via a secure Wi-Fi 802.11n hotspot. The SSID is undetectable and password protected.



SUPPORTED ARCHITECTURES



POINT TO POINT



POINT TO MULTIPPOINT



MESH



MIXED

QUICK PEEK

FLUIDTHROTTLE

Select only the throughput you need

PRODIGY 2.0

MPLS transmission protocol with intelligent QoS

VIRTUAL GIGABIT

Up to 150 Mbps usable throughput

FMQUADRO

Web-based interface to easily configure, monitor, and troubleshoot the network

FLUIDMAX

Change network's architecture not the radios

MULTI FREQUENCY

4.9 GHz and 5.1-5.8 GHz

DUAL ETHERNET PORTS

Support PoE and multiple IP devices



FLUIDMESH 1200 VOLO

FLUIDMESH 1200 VOLO

POWERFUL WIRELESS BACKHAULING

RADIO

Range	Up to 5 miles / 8 km *
Frequency Bands	4.9-5.9GHz
Throughput	Up to 150 Mbps
Modulation	Up to 300Mbps
Transmission Power	Up to 27 dBm, depending on configuration and regulations
Receiving Sensitivity	-96dB@6.5 Mbps; -75dB@300Mbps;
Latency Per hop	< 0.3 ms
Antenna Type	Built in 2x2 MIMO Panel
Antenna Gain	16.1 - 17.1 DBi
Polarization	Dual Linear
Cross-pol Isolation	22dB minimum
Max VSWR	2.0:1
Horizontal Beamwidth Coverage	33 deg
Vertical Beamwidth Coverage	17 deg

COMMUNICATION PROTOCOLS

Prodigy 1.0 and 2.0	Fluidmesh Intelligent Transmission Protocol
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ENVIRONMENTAL

Operating Temperature	-40°C to 80°C -40°F to 176°F
Humidity	95% non condensing
Weather Rating	IP66
Wind Survivability	120Mph 193 Kmh
Shock & Vibration	ETSI 300 - 019 - 1.4
Wind Loading @ 125Mph/200kmh	<25lb/11kg

SUPPLIED ACCESSORIES

POE Injector 24VDC with US/EU/UK cord	Yes
Staging Kit	Yes

ELECTRICAL

Power Input	Passive PoE from 12V DC to 24V DC
Power Consumption	Max 8W
Power over Ethernet Injector	Included, 90 to 260V, 50/60 Hz AC Input

PHYSICAL

Interfaces	2 Internal RJ45 Ports. Shielded CAT5/6 cables and connectors are recommended.
Coupling	NPT-1 threaded cable gland
Dimensions (in)	13(h)x6.1(w)x3.1(d)
Dimensions (mm)	330.5(h)x156.6(w)x79.9(d)
Weight	18.34oz / 0.519Kg

* In optimal environmental conditions

Fluidmesh Networks products are installed locally by professional System Integrators and are available worldwide through a network of Authorized Dealers. For additional information please call +1.617.209.6080 or visit us at fluidmesh.com



FLUIDMESH
NETWORKS

POINT TO POINT USABLE THROUGHPUT*

Throughput	Miles	km
100	3	5
50	4	6
20	5	8

NETWORK

Protocols	UDP, TCP, IP, RTP, RTCP, RTSP, HTTP, HTTPS, ICMP, ARP
Web Based INTERFACE	Yes
Multicast Support	Yes
UPnP	Yes
SNMP	Yes
802.1Q VLAN	Yes

SECURITY

VPN	Yes
AES Link Level Encryption	Yes
Full compatibility with AES, 3DES, RSA, HTTPS, SSL	Yes

APPROVALS

FCC CFR 47 Part 15, class B	Yes
Industry Canada RSS 210	Yes
CE	Yes

WARRANTY

2 years	Limited on parts and labor
3 years	Optional
5 years	Optional

OPTIONAL SOFTWARE PART NUMBERS

Hardware product (ethernet capacity up to 1 Mbps included)	FM1200V-HW
Ethernet capacity up to 2.5 Mbps	FM1200V-02
Ethernet capacity up to 5 Mbps	FM1200V-05
Ethernet capacity up to 10 Mbps	FM1200V-10
Ethernet capacity up to 30 Mbps	FM1200V-30
Ethernet capacity up to 60 Mbps	FM1200V-60
Unlimited ethernet capacity (up to 100 Mbps)	FM1200V-UN
802.1Q VLAN Support Plugin	FM-VLAN
AES Link level Encryption Plugin	FM-AES
Virtual Gigabit Plugin	FM-GIGA

SUPPORTED ARCHITECTURES



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Security System Services
Executive Summary

Lead Agency: Region 4 Education Service Center **Solicitation:** RFP # 17-05
RFP Issued: January 25, 2017 **Pre-Proposal Date:** NA
Response Due Date: February 23, 2017 **Proposals Received:** 7
Awarded to: Schneider Electric #R170504

The Board of Directors of Region 4 Education Service Center (ESC), with the assistance of The Cooperative Purchasing Network (TCPN), issued RFP 17-05 for Security System Services on January 25, 2017, to establish a national cooperative contract for Security System Services.

National Cooperative language was included in the RFP: Section A. Introduction, I. Background and Region 4 Education Service Center. It states:

"Region 4 Education Service Center ("Region 4 ESC" herein "Lead Public Agency") on behalf of itself and all state, local governments, school districts, and higher education institutions in the United States of America, and other governmental agencies and non-profit organizations (herein "Participating Agencies") solicits proposal from qualified Offerors to enter into a Vendor Contract ("Contract") for the goods or services solicited in this proposal."

"Contracts are approved and awarded by a single governmental entity, Region 4 ESC, and are only available for use and benefit of all entities complying with state procurement laws and regulations (public and private schools, colleges and universities, cities, counties, non-profits, and all governmental entities). These types of contracts are commonly referred to as being "piggybackable."

"Region 4 ESC's purchasing cooperative was established in 1997 to increase their economic and operational efficiency. The purchasing cooperative has since evolved into a National Cooperative used to assist other government and public entities increase their economical and operational efficiency when procuring goods and services."

Notice of the solicitation was sent to potential offerors, as well as advertised in the following:

- Arizona Business Gazette, AZ
- San Bernardino Sun, CA
- Honolulu Star - Advertiser, HI
- The Herald New-Will County, IL
- The Advocate-New Orleans, LA
- USA Today
- The New Jersey Herald, NJ
- Times Union, NY
- Daily Journal Commerce, OR
- The State, SC
- Deseret News, Utah
- Richmond Times, VA
- Seattle Daily Journal Commerce, WA
- Region 4 ESC Website
- National IPA Website

On February 23, 2017 proposals were received from the following offerors:

- Alterman Technologies
- Anixter Inc.
- Convergent Technologies LLC
- Kratos Public Safety & Security Solutions Inc.

- Parking & Security Systems
- Schneider Electric
- Sology Solution

The proposals were evaluated by an evaluation committee using the evaluation criteria established in the RFP. The committee elected to recommend an award to Schneider Electric who submitted competitive pricing and product ranges.

On Tuesday, April 25, 2017 the Board of Directors of Region 4 Education Service Center (ESC) approved the Security System Services

The Board of Directors of Region 4 Education Service Center executed the agreement with a contract effective date of June 1, 2017.

Contract Highlights:

- Commitment to our customers' safety, security, and comfort as well as quality services offered through all our sales channels
- Nationwide presence
- Service include design, consulting, estimating, installation, servicing, warranty, integration, training, and upgrades
- Value added resellers; card access applications, closed-circuit television solutions, storage and management of video data, alarm intrusion systems, digital video recording solutions and any other security related products or systems
- Customer Service M-F, 8 a.m. to 5 p.m.

Pricing/Discount:

Discount percentage off list varies by manufacturer

Term:

Initial three (3) year agreement effective July 1, 2017 through June 30, 2020 with the option to renew for two (2) additional one-year periods through June 30, 2022.

National IPA Web Landing Page:

<http://www.nationalipa.org/Vendors/Pages/SchneiderElectric.aspx>

Bid Tab Summary
Security Systems Services
RFP # 17-05



Description	Total Weighted Value	Alterman, Inc.	Anixter Inc.	Convergent Technologies, LLC	Kratas Public Safety & Security Solutions, Inc.	Parking and Security Systems, Inc.	Schneider Electric	Sology, Inc.
Products/Pricing	40	33	33	36	36	31	37	33
Performance Capability	25	18	22	23	22	22	22	18
Qualification & Experience	25	21	24	23	22	21	23	19
Value Add	10	1	7	5	2	4	7	1
Total	100	73	86	87	83	78	89	71

It is recommended that the following contract award be made:

Security Systems Services

Contract

Award

Anixter Inc.
 Convergent Technologies, LLC
 Kratas Public & Security Solutions, Inc.
 Schneider Electric

Our Contracting Process



All agreements offered through National IPA have been awarded via a thorough **Request for Proposal (RFP)** competitive solicitation by a public agency (Principal Procurement Agency, PPA). The contracting process is the foundation of National IPA and sets us apart from other cooperatives. In order for even the most restrictive agencies nationwide to realize the best value offered by cooperative procurement, National IPA ensures that industry best practices, processes and procedures are applied.

The Process

1. The Principal Procurement Agency (PPA) prepares a competitive solicitation, incorporating language to make the agreement accessible nationally to agencies in states that allow intergovernmental (i.e.: "piggyback") contract usage.
2. The PPA issues the solicitation and any required amendments and notifications, and conducts pre-proposal conferences/meetings.
3. Interested suppliers respond to the solicitation.
4. The PPA evaluates the responses, negotiates the final terms and conditions and ultimately awards the master agreement.
5. All documentation is posted on the National IPA website and made available to the public.

National IPA is committed to the integrity of the procurement process. Access to solicitation and award documentation is always available in the Documentation sections of each awarded agreement. No FOIA or special request necessary.

The PPA teams and the National IPA team of certified public procurement officials are available to answer any questions you may have or discuss the process in detail.

The Principal Procurement Agencies

The Principal Procurement Agencies (PPA) who currently solicit and award cooperative contracts available through National IPA are considered some of the best procurement teams in the nation. National IPA is honored to be partnered with the best-of-the-best when it comes to process, procedures and industry leaders.

For a complete listing of current PPAs, [click here](#).



We Are Columbia

MEETING DATE: March 20, 2018

DEPARTMENT: Procurement and Contracts

FROM: Sandra Wright, Purchasing Agent

SUBJECT: Council is asked to approve the Purchase of Gas Masks and Accessories, as requested by the Police Department. Award to All Safe Industries, using the General Services Administration Contract in the amount of \$80,326.82. This firm is located in Louisville, KY.

REQUISITION NO.: R186308

FINANCIAL IMPACT: Funding Source: Police Administrative Services-Special Departmental Supplies;1012402-627100. The original budgeted amount is \$80,326.82.

ORIGINAL BUDGET: \$80,326.82

CLEAN WATER 2020?: No

STRATEGIC GOALS: Provide high quality municipal services

Sec. 2-204.-Item (10) 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 cooperative purchasing agreements.

ATTACHMENTS:

- **#a:** Quote and GSA information (PDF)
- **#b:** GSA explanation (PDF)



A Veteran Owned Small Business
 11360 Bluegrass Parkway
 Louisville, KY 40299
 P: 888-972-3389 F: 877-968-4438
www.allsafeindustries.com

GSA Contract: GS-07F-5501R
D&B: 94-269-4308
CAGE: 1FZK7
EIN: 61-1338843

Quote#

WD03071801

Date

3/7/2018**Quote Valid for 30 Days****Payment Terms:** Net 30**Delivery Time:** 3-4 weeks**Ship Via:** Freight

Bill To	Ship To	Date
City of Columbia - SC Rich Columbia SC. 29201 803-545-0532 rjbuelow@columbiasc.net	City of Columbia - SC Rich Columbia SC. 29201 803-545-0532 rjbuelow@columbiasc.net	

PO/RFQ #:

Item #	Description	QTY	UOM	Unit Price	Total Amount
140090	Irritant Smoke Qualitative Fit Test Kit in carrying bag. Includes 6 smoke tubes and applicator bulb	2	kt	\$ 81.41	\$ 162.82
140038	Irritant Smoke Qualitative Fit Test Tubes, replacement for Survivair 140090 Qualitative Fit Test Kit. (6/PK)	2	pk	\$ 41.43	\$ 82.86
763100	Survivair Opti-FitTactical Gas Mask Facepiece w/mesh headnet. Size medium.	125	ea	\$ 118.00	\$ 14,750.00
168800	Survivair canister, Tear Gas (CN & CS) and P100 (Each)	520	ea	\$ 51.06	\$ 26,551.20
763076	Carrying Pouch for Opti-Fit, Black	260	ea	\$ 64.00	\$ 16,640.00
753100	Survivair Opti-FitTactical Gas Mask Facepiece w/mesh headnet. Size small.	60	ea	\$ 117.33	\$ 7,039.80
773100	Survivair Opti-FitTactical Gas Mask Facepiece w/mesh headnet. Size large.	75	ea	\$ 122.00	\$ 9,150.00
				\$ -	\$ -
				Subtotal	\$ 74,376.68
				Shipping	\$ 99.00
				Sales Tax	OOS

*Shipping is an estimate and will be prepaid and added to your invoice.
 Delivery time is estimated as of quote date and may be subject to change.*

To order or for further inquiries, please contact:

Rep: Wendy Dunn
Email: wendy@allsafeindustries.com

Total \$ 74,475.68

Thank you for the opportunity. We hope to earn your valued business.

Please check your order carefully before approving.

Need to rent gas detection or IH equipment? Ask us about our rental and service offerings.

We test Level A suits and rent pressure test kits too!

> > > > > > > **A Veteran Owned Small Business**# GS-07F-5501R
Contract Holder**AUTHORIZED FEDERAL SUPPLY SCHEDULE 84**TOTAL SOLUTIONS FOR LAW ENFORCEMENT, SECURITY, FACILITIES
MANAGEMENT, FIRE, RESCUE, CLOTHING, MARINE CRAFT AND
EMERGENCY/DISASTER RESPONSE

Online access to contract ordering information, terms and conditions, up-to-date pricing and the option to create an electronic delivery order are available through GSA Advantage!™, a menu-driven database system.

The internet address for GSA Advantage!™ is: <http://www.gsaadvantage.gov>

Contract Number: GS-07F-5501R**Contract Period:** 12/01/14 – 11/30/19Supplement PO0088 Effective
November 14, 2017**Ordering Source:**
All Safe Industries, Inc.
11360 Bluegrass Pkwy
Louisville, KY 40299Phone: **502-499-7988**
Fax: **502-499-7989**Toll Free **888-972-3389**
Free Fax **877-968-4438****Business Size:** Small**Socio-Economic:** Veteran-Owned**EIN:** 61-1338843
DUNS: 942694308
CAGE: 1FZK7**All Safe Industries, Inc.**
Ph: 502-499-7988 Toll Free: 888-972-3389 Fax: 502-499-7989

FSC GROUP 84 – SPECIAL ITEM NUMBERS

426 1A	Miscellaneous Personal Equipment Consisting of Belts, Shell Cartridge Cases, Speed Loader Cases, Clip Holders, Handcuff Cases, Gun and Flashlight Holsters, Flashlights (Police, Hand-Held Electric, Penlight, Traffic), Baton Rings, Belt Straps, IN Cases, Tactical Equipment, Duty Gloves, Etc.; composed of leather and other materials. THIS SIN DOES NOT INCLUDE FIREARMS OR AMMUNITION
426 1C	Helmets
426 4E	Bomb Disposal and Hazardous Material Protective and Detective Equipment
426 4F	Emergency Preparedness and First Responder Equipment, Training and Services Includes but not limited to Continuance of Operations Planning (COOP) services, decontamination kits and showers, mass casualty containment trailers, survival/disaster and rapid deployment kits, hazardous material detection equipment and clothing, and emergency response training.
426 4R	Radiation/Nuclear Material Detection Equipment - Includes devices used by Law Enforcement or Security forces to detect, monitor and analyze radiological and nuclear contamination. Equipment used for laboratory and/or industrial hygiene applications are excluded (see Schedule 66). Services related to the collection, transportation and disposal of radioactive/nuclear material are excluded from this SIN.
426 4S	Surveillance Systems - Includes CCTV, Vehicular Video, Mirrors and Binoculars, Observation Towers, Covert Systems and related services
426 99	Introduction of New Services/Products related to Law Enforcement and Security Equipment - THIS SIN DOES NOT INCLUDE FIREARMS OR AMMUNITION
465 10	Emergency Patient Transportation and Immobilization Devices: Handicapped Evacuation Devices, Stretcher Chairs, Scoop Stretchers, Basket Stretchers, Splints, Fraction Aids, Cervical Spine Immobilization Collars, Ked or Similar Devices and Extraction Devices
465 11	Fire Extinguishing/Suppressing Products, Retardant, Foams and Equipment: Includes but not to Foam Concentrate, Wetting Agent, Fire Extinguishers (excluding "Halon" fire extinguishing devices), Slip-on Firefighting Units, Pumps, Portable Tanks (folding or collapsible) and Chemical Mixing Equipment (foam proportioners, injectors, eductors).
465 22	Breathing Air Equipment, Inhalator Devices, Respiratory Protection Products, Related Support Items and Solutions: SCBA's (self contained breathing apparatus), Air Compressors, Air Filtering Personal Equipment and Emergency Egress Equipment
465 9	Medical/Rescue Kits Including, but not limited to, emergency response kits, field rescue kits and equipment.
567 99	Introduction of New Products and Services relating to Firefighting and Rescue Equipment
633 1	Gloves - Industrial, Work and Cold Weather Gloves - (Excludes Disposable Gloves)
633 18	Footwear. Men's or Women's Overshoes, Rubber (Work Rubbers, Rubber Work and Utility Boots, Hip and Knee Boots, Waders, etc.)
633 19	Footwear. Men's Safety Toe Shoes or Boots and Women's Safety Toe Shoes or Boots
633 48	High Visibility, Reflective Safety Products
633 61	Special Purpose Clothing not elsewhere covered under this solicitation - Includes but is not limited to all types of pants, shirts, jackets, coats, skirts, lab clothing, safety clothing, etc., which is not specifically covered by another SIN in this schedule.
633 6A	Emergency Response/Hazmat Clothing and Related Products
633 70	Cool/Hot Products Including but not limited to cool/hot vests, shirts, hats, seating components, replacement parts for all products and all other types of products designed to provide cooling or heating via clothing-type products.

All Safe Industries, Inc.

Ph: 502-499-7988 Toll Free: 888-972-3389 Fax: 502-499-7989

The General Services Administration (GSA) contracts for multiple types of services, supplies, equipment, and materials through a wide array of contractors.

GSA permits various federal agencies, states, and local governments to utilize their contracts. The Contracts are available by issuing Request for Quotations, and obtaining quotes from various contractors for the numerous supplies and services. The contracts are long term with 5 year periods of performance and/or ordering periods with multiple year option periods.

Contractors products, services supplies, equipment etc can be viewed online on the various GSA schedules and quotations can be requested electronically. The terms and conditions required by each of the schedule contracts are available online along with all required pricing. The pricing available is the maximum price that can be charged and the City or user of the GSA schedule contract(s) can negotiate reductions in the proposed prices or rates.

All contracts comply with Federal statutes and are competed so additional competition requirements are met so long as the user follows the ordering requirements of the awarded contracts. There are various GSA Schedules that help obtain Small Business goals; various products and services.

GSA eLibrary is available 24 hours a day, 7 days a week to provide up-to-date information on which suppliers have contracts and what items are available, by using various search options, such as:

- Keywords;
- Contract Number;
- Contractor/Manufacturer Name;
- Schedule Name, Schedule Number, Category/Sub-Category Name, or Category Number/Special Item Number (SIN); or
- Technology Contract Name, Contract Number, or Category Name/Number.

GSA eLibrary also provides an Alphabetical Listing of Available Contractors, allowing customers to easily locate all Schedule and Technology Contracts for a particular company. An updated Category Guide is designed to facilitate searches for specific groups of items.



We Are Columbia

MEETING DATE: March 20, 2018

DEPARTMENT: Procurement and Contracts

FROM: *Sandra Wright, Purchasing Agent*

SUBJECT: Council is asked to approve the Purchase of Lighting and Fencing for three (3) fields at Earlewood Park, as requested by the Parks and Recreation Department. Award to MUSCO Sports Lighting, using the National Joint Powers Alliance Contract in the amount of \$319,387.00. This vendor is located in Oskaloosa, IA.

REQUISITION NO.: R188455

FINANCIAL IMPACT: Funding Source: Parks Buildings & Grounds- Capital Project Costs; 1015104-658650. The original budgeted amount is \$319,387.00.

ORIGINAL BUDGET: \$319,387.00

CLEAN WATER 2020?: No

STRATEGIC GOALS: Provide high quality municipal services

Sec. 2-204.-Item (10), 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 cooperative purchasing agreements.

ATTACHMENTS:

- **#a:** Quote and bid tabulation (PDF)
- **#b:** NJPA Information (PDF)

Quote

Project: Earlewood Park Phase I
Columbia, SC
February 22, 2018

NATIONAL JOINT POWERS ALLIANCE - NJPA

Master Project: 170558, Contract Number: 082114-msl, Expiration: 09/16/2018

Category: Facility & MRO, Sub-Category: Athletic Field / Court and Parking Lot Lighting Systems

Quotation Price for Total Light Control – TLC for LED™ – Turnkey (Materials & Installation)

Lighting for Field #3 & Bases for all fields (LED/ 25 yr warranty).....	\$222,000
Sourced Product – Fencing (All 3 fields/ Per Brabham Fence).....	\$97,387
Total.....	\$319,387

Necessary taxes and bonding are included.

Pricing furnished is effective for 60 days unless otherwise noted and is considered confidential.

Light-Structure System with Total Light Control – TLC for LED™ technology

Guaranteed Lighting Performance

- Guaranteed light levels of 50 footcandles (infield)/ 30 footcandles (outfield) and uniformity of 2:1 (infield)/ 2.5:1 (outfield)
- BallTracker™ technology – targeted light, optimizing visibility of the ball in play with no glare in the players typical line-of-sight

System Description

- (15) Pre-cast concrete bases with integrated lightning grounding
- (6) Galvanized steel poles
- Factory wired and tested remote electrical component enclosures
- Pole length, factory assembled wire harnesses
- (6) Factory wired poletop luminaire assemblies
- (30) Factory aimed and assembled luminaires, including BallTracker™ luminaires
- UL Listed as a complete system

Environmental Light Control

- Spill light minimized at residential housing (Lighting only Field #3 in this phase)

Control Systems and Services

- Control-Link® System for remote on/off control and performance monitoring with 24/7 customer support
- Control-Link® System with Contactors for remote on/off control

Operation and Warranty Services

- Reduction of energy and maintenance costs by 50% to 85% over typical 1500W metal halide equipment
- Product assurance and warranty program that covers materials and onsite labor, eliminating 100% of your maintenance costs for 25 years.
- Support from Musco's Lighting Services Team – over 170 Team members dedicated to operating and maintaining your lighting system – plus a network of 1800+ contractors



Quote

Payment Terms – to be determined

Email or fax a copy of the Purchase Order to Musco Sports Lighting, LLC:

Musco Sports Lighting, LLC
 Attn: Ryan Tighe
 Fax: 800-374-6402
 Email: musco.contracts@musco.com

All purchase orders should note the following:

National Joint Powers Alliance-NJPA purchase – Contract Number: 082114-MSL

Delivery Timing

6 - 8 weeks for delivery of lighting materials to the job site from the time of order, submittal approval, and confirmation of order details including voltage, phase, and pole locations. Fencing materials/ installation will be coordinated through Musco Project Manager.

Due to the built-in custom light control per luminaire, pole locations need to be confirmed prior to production. Changes to pole locations after the product is sent to production could result in additional charges.

Notes

Quote is based on:

- Shipment of lighting materials together to one location (All materials for Field #3 and just bases for Fields #1/2)
- 240 Volt, Single Phase electrical system requirement
- Structural code and wind speed = 2012 IBC, 115 MPH
- Owner is responsible for getting electrical power to the site, coordination with the utility, and any power company fees
- Includes supply and installation of Musco system including underground wiring and conduit, service entrance panel board, and controls by a licensed contractor. (Full lighting system for Field #3 , bases + installation of base for Fields #1/2)
- Standard soil conditions – rock, bottomless, wet or unsuitable soil may require additional engineering, special installation methods and additional cost
- Confirmation of pole locations prior to production

Thank you for considering Musco for your lighting needs. Please contact me with any questions or if you need additional details.

Brian Hartman
 Sales Representative – South Carolina
 Musco Sports Lighting, LLC
 Phone: 803-904-0302
 E-mail: brian.hartman@musco.com



**Contract Award
RFP 082114 #**

FORM D



Formal Offering of Proposal
(To be completed Only by Proposer)

**INDOOR-OUTDOOR ATHLETIC SURFACING WITH RELATED EQUIPMENT PRODUCTS, SUPPLIES,
INSTALLATION AND SERVICES**

In compliance with the Request for Proposal (RFP) for INDOOR-OUTDOOR ATHLETIC SURFACING WITH RELATED EQUIPMENT PRODUCTS, SUPPLIES, INSTALLATION AND SERVICES the undersigned warrants that I/we have examined this RFP and, being familiar with all of the instructions, terms and conditions, general specifications, expectations, technical specifications, service expectations and any special terms, do hereby propose, fully commit and agree to furnish the defined equipment/products and related services in full compliance with all terms, conditions of this RFP, any applicable amendments of this RFP, and all Proposer's Response documentation. Proposer further understands they accept the full responsibility as the sole source of responsibility of the proposed response herein and that the performance of any sub-contractors employed by the Proposer in fulfillment of this proposal is the sole responsibility of the Proposer.

Company Name: Musco Sports Lighting, LLC Date: August 19, 2014

Company Address: 100 1st Avenue West, PO Box 808

City: Oskaloosa State: Iowa Zip: 52755

Contact Person: Luann Ferreira Title: Vice President

Authorized Signature (ink only): *Luann Ferreira* Luann Ferreira
(Name printed or typed)

Form F**Contract Acceptance and Award**

(To be completed only by NJPA)

NJPA 082114 # Indoor outdoor Athletic Surfacing related Equip Products
Supplies, Installation & services

MUSCO Sports Lighting, LLC
 Proposer's full legal name

Your proposal is hereby accepted and awarded. As an awarded Proposer, you are now bound to provide the defined product/equipment and services contained in your proposal offering according to all terms, conditions, and pricing set forth in this RFP, any amendments to this RFP, your Response, and any exceptions accepted or rejected by NJPA on Form C.

The effective start date of the Contract will be September 16, 20 14 and continue for four years from the board award date. This contract has the consideration of a fifth year renewal option at the discretion of NJPA.

National Joint Powers Alliance (NJPA)

NJPA Authorized signature:

NJPA Executive Director

Dr. Chad Coquette
 (Name printed or typed)

Awarded this 16th day of September, 20 14 NJPA Contract Number 082114 #11SL

NJPA Authorized signature:

NJPA Board Member

Scott Veronen
 (Name printed or typed)

Executed this 16th day of September, 20 14 NJPA Contract Number 082114 #11SL

Proposer hereby accepts contract award including all accepted exceptions and NJPA clarifications identified on FORM C.

Vendor Name MUSCO Sports Lighting, LLC

Vendor Authorized signature:

Luann Ferreira

Luann FERREIRA

(Name printed or typed)

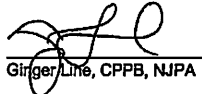
Title:

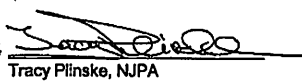
VICE PRESIDENT

Executed this 22nd day of SEPTEMBER, 20 14 NJPA Contract Number 082114 #11SL

Form G
INDOOR-OUTDOOR ATHLETIC SURFACING WITH RELATED EQUIPMENT PRODUCTS, SUPPLIES, INSTALLATION AND SERVICES

	Possible Points	Connor Sport Court International LLC	Controlled Products	Field Turf USA	Hellas Construction	Mondo	Musco Sports Lighting LLC	Nevco Inc.	No Fault Sport Group	Porter Athletic	Robbins Inc.	Shaw Sports Turf
Conformance to Terms/ Conditions to Include Documentation	50	40.50	40.50	40.50	41.75	44.00	44.00	40.50	42.75	40.50	40.50	44.00
Pricing	400	253.75	317.50	323.75	291.25	301.25	308.25	311.25	330.00	322.50	258.25	265.00
Financial, Industry and Marketplace Successes	75	60.00	55.00	62.50	58.75	63.75	63.25	61.25	66.25	62.50	65.00	64.25
Bidder's Ability to Sell/ Service Contract Nationally	100	77.00	82.00	75.00	70.00	78.75	77.50	70.00	73.25	73.25	70.75	70.75
Bidder's Marketing Plan	50	35.00	41.25	41.75	42.75	43.75	41.25	38.75	43.00	37.50	37.50	40.00
Value Added Attributes	75	61.25	59.50	62.50	59.50	63.75	62.50	57.50	58.75	60.00	61.25	60.00
Warranty Coverages and Information	50	40.50	40.50	40.50	39.50	40.50	48.00	38.75	40.50	40.50	40.50	40.50
Selection and Variety of Products and Services Offered	200	182.50	153.75	188.25	148.75	188.75	153.75	150.00	152.50	145.00	170.00	163.75
Total Points	1,000	730.50	790.00	812.75	752.25	804.50	794.50	768.00	797.00	781.75	741.75	748.25

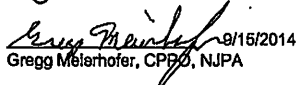

 9/15/2014
 Ginger Line, CPPB, NJPA


 9/15/2014
 Tracy Plinske, NJPA


 9/15/2014
 Keith Hanson, CPA, NJPA


 9/15/2014
 Maureen Knight, BBA, NJPA

9/15/2014


 9/15/2014
 Gregg Meierhofer, CPPB, NJPA

(NJPA)

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

①

(NJPA)

PUBLIC SOLICITATION PROCESS Continued

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

2

(NJPA)

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

3

(NJPA)

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

(NJPA)

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

(NJPA)

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

6

ORDINANCE NO.: 2011-103

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

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

Sec. 2-204. Competitive sealed bidding required; exceptions.

All city contracts shall be awarded by competitive sealed bidding except the following as determined pursuant to definitions and standards set by regulations:

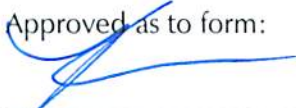
- (1) Professional services where the person employed is customarily employed on a fee basis rather than by competitive bidding (examples: appraiser, architect-engineer, auditor, legal services, physician).
- (2) Competitive sealed proposals.
- (3) Negotiations after unsuccessful competitive sealed bidding.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

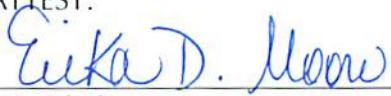
Requested by:

Purchasing _____


MAYOR

Approved by: 
City Manager

Approved as to form: 
City Attorney

ATTEST:

City Clerk

Introduced: 1/10/2012

Final Reading: 1/17/2012

ORIGINAL
STAMPED IN RED



We Are Columbia

MEETING DATE: March 20, 2018

DEPARTMENT: Procurement and Contracts

FROM: Sandra Wright, Purchasing Agent

SUBJECT: Council is asked to rescind the Purchase of two (2) Side Loader Refuse Trucks from Carolina Environmental Systems, Inc using the National Joint Powers Alliance Contract in the amount of \$528,800.00, as approved on March 6, 2018.

REQUISITION NO.: R186970

FINANCIAL IMPACT: Funding Source: Capital Replacement-Auto, Trucks, Heavy-Equipment Capital; 6308972-658500. The original budgeted amount is \$537,743.00.

ORIGINAL BUDGET: \$537,743.00

CLEAN WATER 2020?: No

STRATEGIC GOALS: Provide high quality municipal services

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 purchasing agreements.

ATTACHMENTS:

- **#a:** Quote and NJPA information with bid tabulation (PDF)

HISTORY:

03/06/18

Columbia City Council

APPROVED

2

Carolina Environmental Systems, Inc.
306 Pineview Drive, Kernersville, NC 27284
(336) 869-9900

February 6, 2018

Mr. Edgar Heustess
Fleet Administrator
2910 Colonial Drive
Columbia, South Carolina 29203

Reference : NJPA - Heil Python 28 Eject Automated Side Loader / 2018 Peterbilt

Dear Mr. Heustess :

Per your request, we are pleased to quote to you the following **Heil Python 28 Yd Full Eject Automated Side Loader** per the standard factory specifications as follows :

1. Factory Mounting
2. **Tri-Cuff Grabbers**
3. 5.2 Cubic Yd Hopper
4. 108" Lift Reach
5. Street Side Access Door with Step and Grab
6. Under Hopper Liquid Sump
7. Body Props
8. Tailgate Props
9. Fully Automatic Shur-Lock Tailgate Locks
10. OIGAI Front Tandem Vane Pump
11. Chassis Frame Mounted Oil Tank w/ Temp Gauge and Shut Off
12. 3 Micron Return Line Filter
13. 100 Mesh Suction Line Strainer
14. In-Cab Packing Controls / Electric-Air
15. In-Cab Hoist Controls Air Electric Joystick
16. In-Cab Controls for Tailgate
17. Cortex Controller "In Sight " Diagnostic Display / Lift Cycle Counter
18. Select -O-Pack
19. Auto Lift
20. Arm Rest
21. Back - Up Alarm
22. LED Center Mounted Brake Light
23. LED Duplicate High and low mount stop , Turn and Tail Lights
24. LED Mid Body Turn Signals
25. LED Federal # 108 Clearance and Reflector Lights
26. ICC Reflective Tape
27. Rear Mud Flaps
28. Rear Underride Guard

29. Rear Camera Bracket and Floodlights – No Camera
30. Body Undercoating
31. City of Columbia Royal Blue Paint – Dupont # N3056HN
32. Cavity Coat and Joint Sealer
33. Remote Packer Lube Kit
34. Safety Triangle Kit
35. Hopper Lift and Worklight Kit
36. Strobe Light @ Tailgate
37. Peterson Smart Lights
38. Dual Front Oval Strobe Lights
39. Manual Hopper Cover w/ Mesh Expanded Metal and Handle
40. 20 # Fire Extinguisher
41. Tool Box @ Tailgate Bumper
42. Rear Caution Decal Kit
43. Four (4) Camera System and Monitor / 3rd Eye
44. Lincoln Auto Lube System / Arm Only
45. 12 Month Body Warranty
46. Freight

1. Heil Python 28 – Full Eject / 2018 Peterbilt 520 RH Drive \$ 263,900.00

Delivery on the complete truck and body will be approximately 60-75 Days after receipt of a confirming purchase order.

In addition , our standard terms of Full Net Invoice / Delivery will also apply.

The South Carolina state sales tax of \$500.00 is not included in the above price and should be paid to the DMV when licensing the vehicle.

Please know that all of our ready trucks are quoted subject to prior sale.

The enclosed pricing is based on the Heil Environmental contract that is currently in place with National Joint Powers Alliance per contract # 112014-THE per for the truck and body.

The specifications are based on the Heil Python and Peterbilt specs enclosed for your review. We thank you for this opportunity and we look forward to hearing from you soon should there be any questions

Kindest Regards ,



Chip Taylor
Carolina Environmental Systems, Inc.

Mobile : (803) 238-3590

E-Mail : chiptaylor@sc.rr.com

GSP Marketing

322 Lavansville Road - Somerset, PA 15501 -
 Phone: 704-608-8126 - Fax: 814-443-4966 - Email: dave@g-sproducts.com

**QUOTE**

Date	Quote #
01/24/18	DZJMQ1279

Quote To: Columbia, City of
 Edgar Heustess
 2910 Colonial Drive
 Columbia, SC 29203

Email: eaheustess@columbiasc.net
Phone: (803) 545-3890
Fax: (803) 733-8500

Ship To Columbia, City of
 Edgar Heustess
 2910 Colonial Drive
 Columbia, SC 29203

Phone: (803) 545-3890
Fax: (803) 733-8500

Here is the quote you requested.

TERMS:
PAYMENT ON DELIVERY

Dave Cote Mobile

P.O. #

F.O.B.
SOMERSET PA.

Qty.	Description	Unit Price	Ext. Price
1	CS-9129A 29 CU YD COLLECSTAR AUTOMATED SIDE LOADER CLASS 8 174"		
	CT 56"+AF 240" WB TANDEM		
1	TANDEM FRONT MOUNT VANE PUMP, ELECTRIC JOY STICK		
1	PAINT CITY BLUE DUPONT #N3056 ARM SAFETY YELLOW		
1	IN CAB ELECTRONIC LIFT CYCLE COUNTER		
1	IN CAB HYDRAULIC FILTER BY-PASS MONITOR WITH SHUTDOWN		
1	PETERSON SMART LIGHT (6) STROBE SYSTEM 4 REAR 2 FRONT		
1	QUAD CAMERA SYSTEM BY ZONE DEFENSE INCL QUAD MONITOR (LEFT DOOR, REAR, HOPPER AND ARM)		
2	20# FIRE EXTINGUISHER MOUNTED ON BODY		
1	RESETABLE CIRCUIT BREAKERS		
1	CAUTION SIGN ON TAILGATE COVERING MORE THAN HALF		
1	EXTENDED CLAENOUT TOOL, SHOVEL AND BROOM HOLDER		
1	HYDRAULIC HOSES FULLY GUARDED		
1	SPARE TIRE AND RIM FRONT AND REAR		
550	TRUCK DELIVERY		

SubTotal	\$112,749.10
Sales Tax	\$0.00
Shipping	\$0.00
Total	\$112,749.10



Contract#: 081716-PMC



KEEPING CUSTOMERS FOR LIFE



January 31, 2018

Edgar Heustess
City of Columbia
2910 Colonial Drive
Columbia, SC 29203

Regarding: 2019 Peterbilt 520 quotation per NJPA Contract #081716-PMC

The Larson Group-Peterbilt is a proud vendor for NJPA, and we are pleased to submit for your review our quotation for a new 2019 Peterbilt 520 per NJPA Contract #081716-PMC. Your terms are as follows:

- 2019 Peterbilt 520 per the attached specifications
- Price includes NJPA discount from Peterbilt Motors Company
- Price includes pre-delivery inspection
- Price does NOT include state or federal taxes, such as Federal Excise Tax
- Price is FOB Body Builder
- Delivery in approximately 90-120 days after receipt of PO
- Net cash price: \$135,556**

Based on a list price of \$231,009 this represents a discount of 41.32% in agreement with the NJPA contract #081716-PMC pricing for this model.

Additionally, we will add cost of 29 Cubic Yard Collect Star Automated side loader body from GSP Products per quote number DZJMQ1279 dated 01/24/2018 of **\$112,749**. Installation of body will add approximately 45 days to delivery. GSP Products quote includes delivery to Columbia, SC. Additional items include 5 year/unlimited mileage Allison warranty **\$1,001**, Peterbilt parts and service manuals **\$460**. Your total purchase cost would be **\$249,766**. Please call or email me if you have any questions regarding this quotation. We have over 100 vocational and trucks and over 100 highway tractors in stock at all times, and we can also review our current inventory to see if we have any trucks in stock that would meet your requirements. We look forward to doing business with you and your agency.

Sincerely,

James Fisher
Medium Duty and Vocational Sales
Office 704-599-2312
Cell 704-619-1276
Fax 704-597-8764
jfisher@tlgtrucks.com



THE LARSON GROUP TLGTRUCKS.COM
Phone: 417.865.5355 3026 N Mulroy Road
Fax: 417.869.7735 Strefford, MO 65757

History

USER ID	WHEN IN	NAME	WHEN OUT	GROUP
EAHEUSTE	12/01/17 16:22:10	Edgar Heustess		wavDivision 8972
TBA	Future Task Item	To Be Assigned		wBudgUnit 2600
TBA	Future Task Item	To Be Assigned		wFleet Services
TBA	Future Task Item	To Be Assigned		wFixed Assets
TBA	Future Task Item	To Be Assigned		wAsst City Mgr 1
TBA	Future Task Item	To Be Assigned		wCity Mgr-Money
TBA	Future Task Item	To Be Assigned		wPurchasing Direc
TBA	Future Task Item	To Be Assigned		wCity Council-Mor
TBA	Future Task Item	To Be Assigned		wBuyer 1

Summary

Purchase Request# = R186970
 PR Total\$ = \$507,566.00
 Requested By = Edgar Heustess
 Request Date = 12/1/2017
 Entry Date = 12/1/2017
 Vendor = TBD-VENDOR TO BE DETERMINED BY PURCHASING

ACCOUNT INFORMATION

Item#	Quantity	Price	Item Total	Lg	Key	Object	Amt/Pct
0001	2.00	\$253,283.00	\$507,566.00	GL	6308972	658500	

Item Description

Side Loaders for Solid Waste to be purchase off lease

FORM G

MOBILE REFUSE COLLECTION VEHICLES WITH RELATED EQUIPMENT, ACCESSORIES, AND SERVICES

	Possible Points	Crane Carrier Company	Labrie Enviroquipo Group	McNeilus Companies	Pak-Mor Ltd	Routeware Inc.	Scranton Mftg Company Inc/New Way	The Heil Company
Conformance to Terms/ Conditions to Include Documentation	50	42.50	38.00	32.50	30.00	25.00	40.00	45.00
Pricing	400	312.50	327.50	333.75	275.00	237.50	307.50	343.75
Financial, Industry and Marketplace Successes	75	55.00	56.25	65.00	47.50	41.25	52.50	68.75
Bidder's Ability to Sell/ Service Contract Nationally	100	70.00	67.50	77.50	51.25	41.25	76.25	85.00
Bidder's Marketing Plan	50	38.75	38.75	36.25	32.50	31.25	37.50	42.75
Value Added Attributes	75	60.00	64.00	53.75	48.75	50.00	53.75	68.75
Warranty Coverages and Information	50	38.75	38.75	40.00	30.00	40.00	33.75	40.00
Selection and Variety of Products and Services Offered	200	116.25	152.50	145.00	133.75	110.00	155.00	167.50
Total Points	1,000	733.75	783.25	783.75	648.75	576.25	756.25	861.50


Ginger Line, CPPB, NJPA

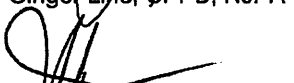
12/3/2014


Tracy Plinske, NJPA

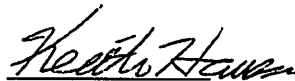
12/3/2014


Gregg Meierhofer, CPPO, NJPA

12/3/2014


Jonathan Yahn, JD, NJPA

12/3/2014


Keith Hanson, CPA, NJPA

12/3/2014

Form E



Contract Acceptance and Award

(To be completed only by NJPA)

**NJPA 112014 # MOBILE REFUSE COLLECTION VEHICLES WITH RELATED
EQUIPMENT, ACCESSORIES, AND SERVICES**

The Hell Co.

 Proposer's full legal name

Your proposal is hereby accepted and awarded. As an awarded Proposer, you are now bound to provide the defined product/equipment and services contained in your proposal offering according to all terms, conditions, and pricing set forth in this RFP, any amendments to this RFP, your Response, and any exceptions accepted or rejected by NJPA on Form C.

The effective start date of the Contract will be December 16, 20 14 and continue for four years from the board award date. This contract has the consideration of a fifth year renewal option at the discretion of NJPA.

National Joint Powers Alliance® (NJPA)

NJPA Authorized signature:

NJPA Executive Director

Dr. Chad Connette

(Name printed or typed)

Awarded this 16th day of December, 20 14 NJPA Contract Number 112014-THC

NJPA Authorized signature:

NJPA Board Member

Scott Veronen

(Name printed or typed)

Executed this 16th day of December, 20 14 NJPA Contract Number 112014-THC

Proposer hereby accepts contract award including all accepted exceptions and NJPA clarifications identified on FORM C.

Vendor Name THE HELL CO.

Vendor Authorized signature:

LARRY ANGEL

(Name printed or typed)

Title: GENERAL MANAGER - READY TRUCKS

Executed this 12TH day of JANUARY, 20 15 NJPA Contract Number 112014-THC

Contract Award
RFP 112014 #

FORM D

Formal Offering of Proposal

**MOBILE REFUSE COLLECTION VEHICLES WITH RELATED EQUIPMENT, ACCESSORIES,
AND SERVICES**

In compliance with the Request for Proposal (RFP) for MOBILE REFUSE COLLECTION VEHICLES WITH RELATED EQUIPMENT, ACCESSORIES, AND SERVICES the undersigned warrants that I/we have examined this RFP and, being familiar with all of the instructions, terms and conditions, general specifications, expectations, technical specifications, service expectations and any special terms, do hereby propose, fully commit and agree to furnish the defined equipment/products and related services in full compliance with all terms, conditions of this RFP, any applicable amendments of this RFP, and all Proposer's Response documentation. Proposer further understands they accept the full responsibility as the sole source of responsibility of the proposed response herein and that the performance of any sub-contractors employed by the Proposer in fulfillment of this proposal is the sole responsibility of the Proposer.

Company Name: The Heil Co.

Date: 11/19/2014

Company Address: 2030 Hamilton Place Blvd, Suite 200

City: Chattanooga, TN 37421

Contact Person: Larry Angel

Authorized Signature (ink only):

Larry Angel
(Name printed or typed)



We Are Columbia

MEETING DATE: March 20, 2018

DEPARTMENT: Procurement and Contracts

FROM: Sandra Wright, Purchasing Agent

SUBJECT: Council is asked to approve the Purchase of two (2) Side Loader Refuse Trucks, as requested by the Fleet Services Division. Award to Peterbilt of Charlotte using the National Joint Powers Alliance Contract in the amount of \$500,032.00. This vendor is located in Charlotte, NC.

PURPOSE: This is a replacement for Action Item #4129. Item was approved 3/6/18 and a PO was issued 3/9/18. It was determined that the incorrect vendor was awarded. The vendor was informed of the error and the attached cancellation notice was sent. We are asking council to approve for the exact same trucks as specified in Action Item #4129. The vendor has changed and the amount requested has been decreased.

REQUISITION NO.: R186970

FINANCIAL IMPACT: Funding Source: Capital Replacement-Auto, Trucks, Heavy-Equipment Capital; 6308972-658500. The original budgeted amount is \$537,743.00.

ORIGINAL BUDGET: \$537,743

CLEAN WATER 2020?: No

STRATEGIC GOALS: Provide high quality municipal services

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 purchasing agreements.

ATTACHMENTS:

- **#a:** Quote and NJPA reference (PDF)
- **#b:** Notice of Cancellation for original award (PDF)



Contract#: 081716-PMC



KEEPING CUSTOMERS FOR LIFE



January 31, 2018

Edgar Heustess
City of Columbia
2910 Colonial Drive
Columbia, SC 29203

Regarding: 2019 Peterbilt 520 quotation per NJPA Contract #081716-PMC

The Larson Group-Peterbilt is a proud vendor for NJPA, and we are pleased to submit for your review our quotation for a new 2019 Peterbilt 520 per NJPA Contract #081716-PMC. Your terms are as follows:

- 2019 Peterbilt 520 per the attached specifications
- Price includes NJPA discount from Peterbilt Motors Company
- Price includes pre-delivery inspection
- Price does NOT include state or federal taxes, such as Federal Excise Tax
- Price is FOB Body Builder
- Delivery in approximately 90-120 days after receipt of PO
- Net cash price: \$135,556**

Based on a list price of \$231,009 this represents a discount of 41.32% in agreement with the NJPA contract #081716-PMC pricing for this model.

Additionally, we will add cost of 29 Cubic Yard Collect Star Automated side loader body from GSP Products per quote number DZJMQ1279 dated 01/24/2018 of **\$112,749**. Installation of body will add approximately 45 days to delivery. GSP Products quote includes delivery to Columbia, SC. Additional items include 5 year/unlimited mileage Allison warranty **\$1,001**, Peterbilt parts and service manuals **\$460**. Your total purchase cost would be **\$249,766**. Please call or email me if you have any questions regarding this quotation. We have over 100 vocational and trucks and over 100 highway tractors in stock at all times, and we can also review our current inventory to see if we have any trucks in stock that would meet your requirements. We look forward to doing business with you and your agency.

Sincerely,

James Fisher
Medium Duty and Vocational Sales
Office 704-599-2312
Cell 704-619-1276
Fax 704-597-8764
jfisher@tlgtrucks.com



THE LARSON GROUP TLGTRUCKS.COM
Phone: 417.865.5355 3026 N. Mulroy Road
Fax: 417.869.7739 Strafford, MO 65757

GSP Marketing

322 Lavansville Road - Somerset, PA 15501 -
 Phone: 704-608-8126 - Fax: 814-443-4966 - Email: dave@g-sproducts.com

**QUOTE**

Date	Quote #
01/24/18	DZJMQ1279

Quote To: Columbia, City of
 Edgar Heustess
 2910 Colonial Drive
 Columbia, SC 29203

Email: eaheustess@columbiasc.net
Phone: (803) 545-3890
Fax: (803) 733-8500

Ship To Columbia, City of
 Edgar Heustess
 2910 Colonial Drive
 Columbia, SC 29203

Phone: (803) 545-3890
Fax: (803) 733-8500

Here is the quote you requested.

TERMS:
PAYMENT ON DELIVERY

Dave Cole Mobile

P.O. #

F.O.B.
SOMERSET PA.

Qty.	Description	Unit Price	Ext. Price
1	CS-9129A 29 CU YD COLLECSTAR AUTOMATED SIDE LOADER CLASS 8 174"		
	CT 56"+AF 240" WB TANDEM		
1	TANDEM FRONT MOUNT VANE PUMP, ELECTRIC JOY STICK		
1	PAINT CITY BLUE DUPONT #N3056 ARM SAFETY YELLOW		
1	IN CAB ELECTRONIC LIFT CYCLE COUNTER		
1	IN CAB HYDRAULIC FILTER BY-PASS MONITOR WITH SHUTDOWN		
1	PETERSON SMART LIGHT (6) STROBE SYSTEM 4 REAR 2 FRONT		
1	QUAD CAMERA SYSTEM BY ZONE DEFENSE INCL QUAD MONITOR (LEFT DOOR, REAR, HOPPER AND ARM)		
2	20# FIRE EXTINGUISHER MOUNTED ON BODY		
1	RESETABLE CIRCUIT BREAKERS		
1	CAUTION SIGN ON TAILGATE COVERING MORE THAN HALF		
1	EXTENDED CLAENOUT TOOL, SHOVEL AND BROOM HOLDER		
1	HYDRAULIC HOSES FULLY GUARDED		
1	SPARE TIRE AND RIM FRONT AND REAR		
550	TRUCK DELIVERY		

SubTotal	\$112,749.10
Sales Tax	\$0.00
Shipping	\$0.00
Total	\$112,749.10



Peterbilt of Charlotte
3502 Jeff Adams Drive
Charlotte NC 28206
Phone: (704) 597-8600

Purchase Agreement

Contract Date: _____
Deal #: DE-02952
Customer #: 221109
Salesperson: James Fisher

Bill To: 221109

CITY OF COLUMBIA
2910 COLONIAL DRIVE
COLUMBIA SC 29203
P:(803) 545-3890

Ship To:

CITY OF COLUMBIA
2910 COLONIAL DRIVE
COLUMBIA, SC 29203

Stock#:	VIN:	New 2019 PETERBILT 520	Price:	\$249,766.00
			Per Unit:	\$249,766.00
Stock#:	VIN:	New 2019 PETERBILT 520	Price:	\$249,766.00
			Per Unit:	\$249,766.00
			Total Price	\$499,532.00
			Total	\$499,532.00

NJPA Contract #081716-PMC for 2 2019 Peterbilt 520 Side Loaders
See attached Contract Letter

2 PB 520 chassis at	\$135,556 each	\$ 271,112
2 Collect Star bodies at	\$112,749 each	\$ 225,498
2 sets of parts and service manuals at	\$460 each	\$ 920
Allison 5 year warranty at	\$1,001 each	\$ 2,002
Total amount 2 at	\$249,766 each	\$ 499,532

Handwritten signature and date:
2-13-18

This agreement and any documents which are part of this transaction or incorporated herein comprise the entire agreement affecting this Retail Purchase Agreement and no other agreement or understanding of any nature concerning the same has been made or entered into or will be recognized. I have read and accept all of the terms and conditions of this Agreement, and agree to them as if they were printed above my signature. I further acknowledge receipt of a copy of this Agreement. This Agreement shall not become binding until signed and accepted by an Authorized Dealership Representative.

Purchaser's Signature

Date

James Fisher

Sales Representative

Co-Purchaser's Signature

Date

Manager's Signature

Date

History

USER ID	WHEN IN	NAME	WHEN OUT	GROUP
EAHEUSTE ✓ ✕ ▼ Ⓜ	12/01/17 16:22:10	Edgar Heustess		wavDivision 8972
TBA	Future Task Item	To Be Assigned		wBudgUnit 2600 &
TBA	Future Task Item	To Be Assigned		wFleet Services
TBA	Future Task Item	To Be Assigned		wFixed Assets
TBA	Future Task Item	To Be Assigned		wAsst City Mgr 1
TBA	Future Task Item	To Be Assigned		wCity Mgr-Money
TBA	Future Task Item	To Be Assigned		wPurchasing Direc
TBA	Future Task Item	To Be Assigned		wCity Council-Mor
TBA	Future Task Item	To Be Assigned		wBuyer 1

Summary

Purchase Request# = R186970
 PR Total\$ = \$507,566.00
 Requested By = Edgar Heustess
 Request Date = 12/1/2017
 Entry Date = 12/1/2017
 Vendor = TBD-VENDOR TO BE DETERMINED BY PURCHASING

ACCOUNT INFORMATION

Item#	Quantity	Price	Item Total	Lg	Key	Object	Amt/Pct
0001	2.00	\$253,283.00	\$507,566.00	GL	6308972	658500	

Item Description

Side Loaders for Solid Waste to be purchase off lease



March 9, 2018

NOTICE OF CANCELLATION OF AWARD

The City Of Columbia wishes to notify you that award of New Side Loader Refuse Trucks is hereby cancelled. Thank you for your patience and we apologize for any inconvenience this may have caused.

Award cancellation date: March 9, 2018

Contract: NJPA

For: Two (2) New Side Loader Refuse Trucks, P169927

Date of approval: March 6, 2018

Date of award: March 9, 2018

Bid cancellation date: March 9, 2018

Reason for cancellation:

As cited in Appendix G, section 1.8 (8):

Invitations for bid may be cancelled after opening, but prior to award, when the procurement office determines in writing that cancellation is clearly in the best interest of the City. The reason for cancellation is due to administrative error(s).

Sincerely,

Benjamin



Benjamin Thomas Radin, Buyer
Department of Procurement & Contracts
1800 Main Street, 2nd Floor;
Columbia, SC 29201
Phone: 803-545-4471
btradin@columbiasc.net



We Are Columbia

MEETING DATE: March 20, 2018

DEPARTMENT: Procurement and Contracts

FROM: Sandra Wright, Purchasing Agent

SUBJECT: Council is asked to approve Change Order #2 for Project SS6786; Rehabilitation Services for Sanitary Sewer Manholes, as requested by Columbia Water. Award to Prism Contractors and Engineers, Inc. in the amount of \$151,002.50. This firm is located in Williamsburg, VA.

REQUISITION NO.: P167318

FINANCIAL IMPACT: Funding Source: 5529999-SS678617-658650 Annual Contract for Rehabilitation of Sanitary Sewer Manholes - Capital Project Costs. The original budgeted amount for this change order is \$151,002.50.

ORIGINAL BUDGET: \$151,002.50

CLEAN WATER 2020?: Yes

STRATEGIC GOALS: Provide high quality municipal services

This change order is a request to compensate the contractor for the NASSCO Level II inspection of 1,000 manholes and rehabilitate 79 manholes within the contract area as requested by the City of Columbia. Please see the attached change order for a more detailed description of the additional work.

City Council approved a Contract Renewal in the amount of \$1,310,885.00 for this project for FY17-18. The original budgeted amount for this project was \$1,500,000. The previous Change Order (CO #1) dated November 7, 2017 amount was a decrease of \$83,250.85. With approval of this Change Order (CO #2) for \$151,002.50, the revised contract amount will be \$1,378,636.65.

ATTACHMENTS:

- **#a:** SS6786(17-18) Annual Sanitary Sewer Manhole Rehab CO#2 reviewed by legal (PDF)
- **#b:** SS6786(17-18) Annual Sanitary Sewer Manhole Rehab CO#2 Location Map with Index (PDF)

 We Are Columbia	CITY OF COLUMBIA PROCUREMENT & CONTRACTS ***For Internal Use Only PO Change/Modification Order Form	Contract Number:	SS6786(17-18)
		Procurement Officer:	Sandra Wright
		Phone:	(803) 545-3470
		E-Mail Address:	sawright@columbiasc.net
		Address:	1800 Main St., 2 nd Floor Columbia, SC 29201

Routing Date: 1 / 17 / 2018DESCRIPTION: SS6786 FY 2017-2018 Contract Change Order #2

Form must be completed for all requested changes/modifications greater than \$100.00.

DEPARTMENT NAME AND REQUESTOR: Wastewater Management - Matthew RamseyCONTRACTOR'S NAME AND ADDRESS: Prism Contractors and Engineers, Inc., 1568 Manufacture Dr., Williamsburg, VA 23185PURCHASE ORDER NUMBER (if applicable): ~~462372~~ P167318 CHANGE ORDER # 2TYPE OF CHANGE (check all applicable boxes):
 ** ☒ Purchase Order Increase
☐ Purchase Order Decrease
☒ Change to Contractor Scope of Work
☐ Administrative Change to Contract (such as changes in paying office, name of Agency Contract Administrator, etc.)
☐ Other Change
* CORRECTED TO REFLECT THAT THIS IS CHANGE ORDER #2 TO PO P167318 PER DISCUSSION WITH PROCUREMENT. *Mat Ramsey 2/15/2018*Brief Explanation/Justification: Change requested to compensate the Contractor for additional, necessary work and to more effectively account for Contractor compensation on previously scoped item bid pricing.Requested Amount of Increase/Decrease: \$ \$151,002.50 Current PO amount/total: \$ ~~1,310,885.00~~ 1,235,634.15Accounting Information on Original PO: ORG 5529999 OBJ 658650 (Required)Funding/Account Info for Change Order: ORG 5529999 OBJ 658650 (Required)

List any special instructions if transfers are needed from another account for this Change Order (Include ORG/OBJ codes):

No transfer of funds is necessary. Funding source remains 5529999-SS678617-658650 with funding level \$1,500,000.00.

Note: The appropriate Account Verifiers for each Department must review all change orders prior to routing for approvals.

Division/Department (\$100.01 - \$5,000):

Recommended for Approval: *[Signature]* *Superintendent*
(Signature) (Title)

Assistant City Manager Approval (\$5,000.01-25,000):

Recommended for Approval: *[Signature]* 1/12/18
(Signature) (Date)

**Route this form to the Procurements & Contracts Department

Director of Procurement & Contracts Approval: *[Signature]* City Manager Approval Needed: Yes or No
Recommended for Approval: *[Signature]* 2/15/18
(Signature) (Date)

City Manager Approval:

Recommended for Approval: _____
(Signature) (Date)All change orders over \$50,000.01 must be approved by City Council Date approved City Council _____
A copy of the final City Council minutes must be maintained with the purchasing file.

APPROVED AS TO FORM

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.

INTERNAL PO Modification /CHANGE ORDER (COC 7/21/17 Revised)

** CLARIFICATION *Mat Ramsey 2/15/2018**** UPDATED TO REFLECT PO TOTAL VERSUS PROJECT TOTAL PER DISCUSSION WITH PROCUREMENT
Mat Ramsey 2/15/2018

Legal Department City of Columbia, SC



Wastewater Management
PO Box 147 | Columbia, SC 29217 | (803) 545-3300

SS6786(17-18)
ANNUAL CONTRACT FOR REHABILITATION OF SANITARY SEWER MANHOLES
CHANGE ORDER #3-2 *
December 29, 2017

* CORRECTED TO REFLECT
THAT THIS IS CHANGE
ORDER #2 TO PO
PI67318 PER
DISCUSSION WITH
PROCUREMENT.
Max Runey
2-15-2018

DESCRIPTION OF CHANGE:

A modification of the Contract Agreement between the City of Columbia (City) and Prism Contractors & Engineers, Inc. (Contractor) is requested in order to compensate the Contractor for additional, necessary work and to more effectively account for Contractor compensation on specific aspects of previously scoped work.

The Contractor shall provide additional NASSCO Manhole Assessment Certification Program (MACP) Level II inspections of 1000 manholes in the contract area. The Contractor shall report inspection results and recommend rehabilitation needs and methods to the City in accordance with contract documents.

Additionally, the Contractor has previously agreed to rehabilitate manholes in major ($\geq 15"$ diameter) gravity sewer lines. Seventy-eight (78) manholes in this category are 5' in diameter, and one (1) manhole in this category is 6' in diameter. Current pay item descriptions do not adequately reflect work performed on $>4'$ diameter manholes. The following pay items shall be added to the contract and referenced in payment applications for applicable work. These pay items are based on the original bid unit pricing but more clearly describe the work to be performed.

Item No.	Description	Unit Price	Unit	Estimated Quantity	Unit
C- 136	Sewer Manhole Cementitious Lining, 5' Dia. Manhole	\$193.75	VF	991	VF
C- 137	Sewer Manhole Calcium Aluminate Lining, 5' Dia. Manhole	\$218.75	VF	25	VF
C- 138	Sewer Manhole Cementitious Lining, 6' Dia. Manhole	\$232.50	VF	13	VF

ColumbiaSCWater.Net



CONTRACT NO.	PROJECT TITLE	CHANGE ORDER NO.
556786(L7-18)	ANNUAL CONTRACT FOR REHABILITATION OF SANITARY SEWER MANHOLES	2*

REASON FOR CHANGE:

* CORRECTED TO REFLECT THAT
THIS IS CHANGE ORDER #2
TO PO P16731B PER
DISCUSSION WITH PROCUREMENT.

The requested change is necessary to continue rehabilitation of City Manholes in accordance with the contract specifications to minimize subsequent sanitary sewer overflows (SSO). Additionally, the requested change is necessary to ensure clear and fair compensation for Contractor work.

Math Rounding
2/15/2018

All other provisions of the Agreement, except as herein modified or changed, remain in full force and effect.

TOTAL COST FOR WORK:

MACP Level II Inspections shall be performed at a rate of \$110/manhole. Total cost for 1000 manholes shall be \$110,000.00.

Cementitious Lining of 5' manholes, Calcium Aluminate Lining of 5' manholes, and Cementitious Lining of 6' manholes shall be performed at the rates described above for the estimated quantity described above. Total cost shall be \$200,497.50.

Original rates inadequately priced all of the rehabilitation work described in this change order at the 4' manhole Cementitious Lining rate of \$155/VF. Total cost at original rate was approximately \$159,495.00.

Net additional total cost for this change to rehabilitation rates shall be \$41,002.50.

Total cost for this change order shall be \$151,002.50.

FUNDING SOURCE:

No transfer of funds necessary. Funding source remains 5529999-55678617-658650.

PROPOSED CHANGE AND BASIS FOR PAYMENT:

Original Contract Price (FY17-18):	\$1,310,885.00
Previous Change Orders (FY17-18):	\$0.00
This Change (Change Order #3):	\$151,002.50
Revised Contract Price (FY17-18):	\$1,461,887.50

CONTRACTUAL COMPLETION DATE:

Start Date: August 1, 2017

Completion Date: June 30, 2018

CONTRACT NO. 55678 17-18	PROJECT TITLE ANNUAL CONTRACT FOR REHABILITATION OF SANITARY SEWER MANHOLES	CHANGE ORDER NO. 2
-----------------------------	--	-----------------------

CONTRACTOR ACCEPTANCE:

This change is acceptable.

* CORRECTED TO REFLECT THAT THIS IS CHANGE ORDER #2 TO PO P167318 PER DISCUSSIONS WITH PROCUREMENT.
 Matt Ramsey 2/15/2018

Prism Contractors & Engineers, Inc.:

Signature: [Signature] Name (Printed): David Ramsey Date: 1/15/18
 Title: President

CITY OF COLUMBIA APPROVAL:

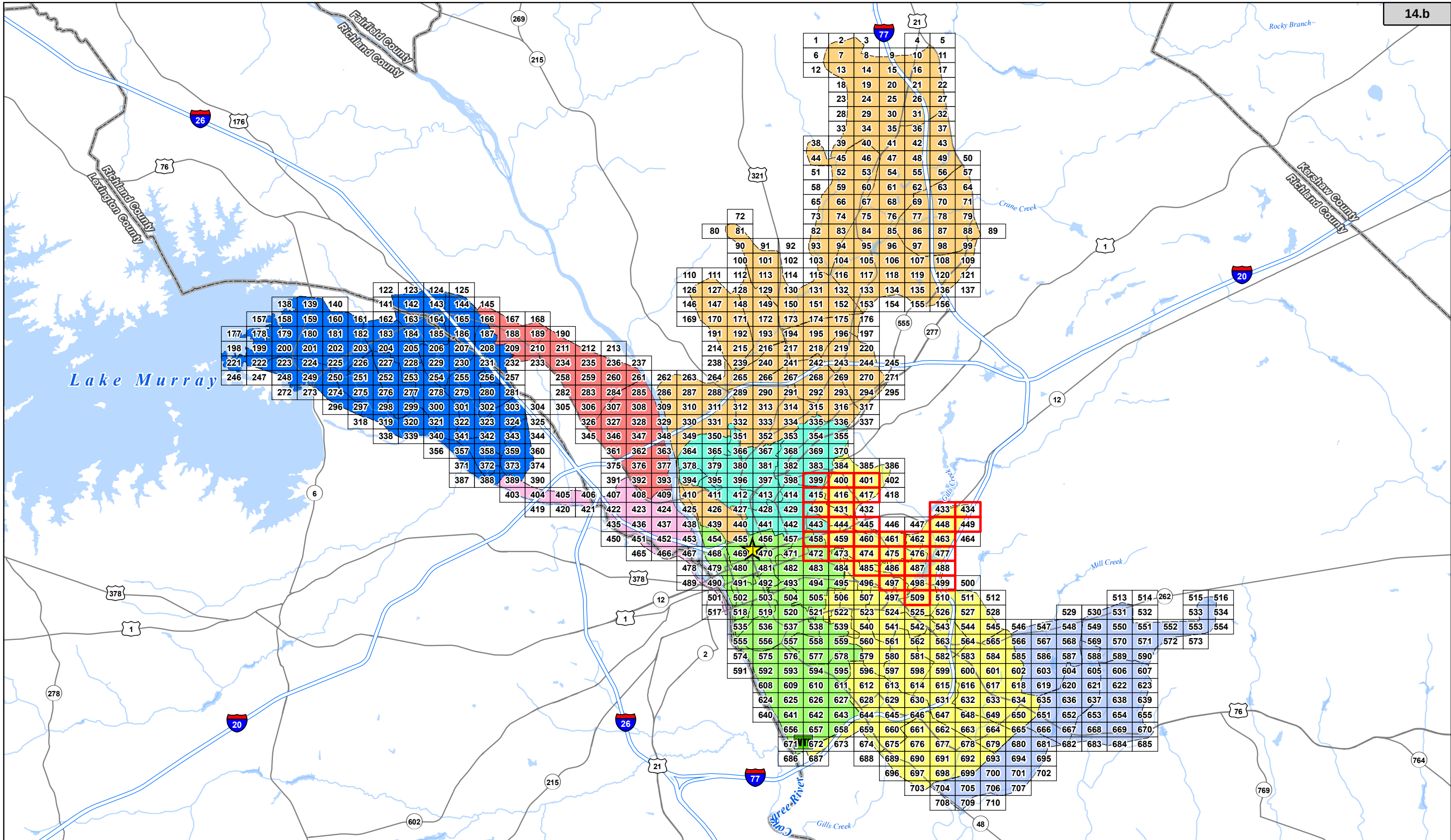
Signature: [Signature] Name (Printed): Matthew Ramsey Date: 1/18/2018

Title: Wastewater Project Manager

Signature: [Signature] Name (Printed): Robert Judy Date: 1/18/2018

Title: Wastewater SuperintendentTitle: City Manager

Signature: _____ Name (Printed): Teresa Wilson Date: _____






We Are Columbia

©H&M: December 6, 2017
Project Location: MapInfoAnnualContract/556786: ManholeRehab
556786: FY17-18: ManholeRehab/Change Order

- 

Sewer System Index Pages



SS6786 Index Pages
- Basin Boundary**



Broad River



Crane Creek
- 

Gills Creek
- 

Mill Creek
- 

Rocky Branch



Saluda River



Smith Branch



West Columbia



City Hall



Metro WWTP



1 inch = 2 miles

0

0.5

1

2

3

Miles

**SS6786 (17-18)
Change Order #3
Manhole Rehab
Pre-Rehab Inspections**

Prepared For: Clear



We Are Columbia

MEETING DATE: March 20, 2018

DEPARTMENT: Community Development

FROM: *Gloria Saeed, Interim Director*

SUBJECT: Council is asked to approve a Contract for Environmental Services for the Community Development Block Grant - Disaster Recovery Housing Rehabilitation and Infrastructure Programs, as requested by the Community Development Department. Award to ESP Associates, P.A. of Columbia, SC in an amount not to exceed \$668,776.00.

FINANCIAL IMPACT: Funding Source: CDBG-DR

STRATEGIC GOALS: Provide high quality municipal services

ATTACHMENTS:

- **#a:** 2018 - Contract for Environmental Services - ESP Associates P.A. - Community Development Block Grant - Disaster Recovery (PDF)

CONTRACT FOR ENVIRONMENTAL SERVICES

THIS CONTRACT is made by and between the City of Columbia, South Carolina (hereinafter referred to as the "City") and ESP Associates P.A., (hereinafter referred to as the "Contractor") as of the date of the last signature hereto.

WHEREAS, Contractor, whose office is located at 2711 Alpine Road, Suite 200, Columbia, SC 29223, is qualified and has the necessary expertise to provide the required services, and both the City and the Contractor desire to enter this Contract; and

WHEREAS, funding for this agreement is provided in full or in part by the City of Columbia Community Development Block Grant (CDBG) Disaster Recovery Program, the requirements of which were included the Request for Proposals #RFP001-FY17-18-CDDR;

NOW THEREFORE, the parties hereto do mutually agree as follows:

A. CONTRACT FOR SERVICES

The City hereby engages the Contractor and the Contractor hereby agrees to perform the services hereafter set forth. Contractor hereby represents and warrants to City that this Contract and all associated billing complies with all applicable federal laws, regulations and executive orders necessary for reimbursement per U.S. Department of Housing and Urban Development (HUD) and City policy and procedures at the applicable rate.

B. SCOPE OF SERVICES AND TIME OF PERFORMANCE

The Contractor shall, in a satisfactory and proper manner as determined by the City, perform tasks necessary to complete the project as outlined in the ESP Project Work Plan included in the Contractor's Proposal, which is attached hereto and made a part of this contract (Exhibit A). The Contractor has specialized knowledge to complete the projects without any training from the City and shall perform the tasks in the order and in the manner that he or she determines is most effective and efficient without any City control over the details of Contractor's performance.

Time is of the essence. The Contractor shall complete any and all services performed under the Contract within the timeframes as outlined in the Contract. If Contractor foresees a 10-working day delay, Contractor shall give thirty (30) days prior written notice to the Community Development Department. The City has the right to extend delivery date if reasons appear, in the sole discretion of the City, to be valid. Consultant must keep the City advised at all times of status of the project. Default in promised completion times without accepted reasons or failure to meet specifications, authorizes the Purchasing Division to purchase supplies, equipment or services elsewhere and charge full increase in cost and handling to defaulting Consultant.

C. ACCESS TO RECORDS

The Contractor shall make available for examination by the City all of its records with respect to all matters

CDBG Disaster Recovery Program
RFP001-FY17-18-CDDR

covered by this Contract and shall maintain such records for a period not less than three (3) years after receipt of final payment under the Contract.

In addition, Contractor agrees to permit all parties to this Contract to reproduce by any means whatsoever or to copy excerpts and transcriptions of records as reasonably necessary.

D. AMENDMENTS

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

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

E. CHANGES

Contract Modification. By a written order, at any time, and without notice to any surety, the Director of Community Development may, with City Council approval, if necessary, and subject to all appropriate adjustments, make changes within the general scope of this Contract in any one or more of the following:

- Description of services to be performed;
- Time of performance; or
- Cost of services.

Adjustments of Price or Time for Performance. If any change increases or decreases the Contractor's cost of, or the time required for, performance of any part of the work under this Contract, an adjustment shall be made in the contract price, the delivery schedule, or both, and the Contract modified in writing accordingly. Any adjustment in contract price made pursuant to this clause shall be determined in accordance with Paragraph D, Amendments, above. Failure of the parties to agree to an adjustment shall not excuse the Contractor from proceeding with the Contract as changed, provided that the City promptly and duly makes such provisional adjustments in payment or time for performance as may be reasonable. By proceeding with the work, the Contractor shall not be deemed to have prejudiced any claim for additional compensation or an extension of time for completion.

Time Period for Claim. Within thirty (30) days after receipt of a written contract modification under Paragraph (1) of this clause, unless such period is extended by the Director of Community Development or his or her designee in writing, the Contractor shall file notice of intent to assert a claim for an adjustment. Later notification shall not bar the Contractor's claim unless the City is prejudiced by the delay in notification.

Claim Barred After Final Payment. No claim by the Contractor for an adjustment hereunder shall be allowed if notice is not given prior to final payment under this Contract.

CDBG Disaster Recovery Program
RFP001-FY17-18-CDDR

F. ASSIGNABILITY/SUBCONTRACTING

The Contractor shall not assign or subcontract any interest in the Contract and shall not transfer any interest in the same without the prior written consent from the City. The Contractor shall be as fully responsible to the City for the acts and omission of its subcontractors, as it is for the acts and omissions of persons directly employed by the Contractor. A listing of subcontractors is provided in the *Business Information Record*, Appendix F of the ESP Proposal attached herein.

The Contractor shall furnish and cause each of its subcontractors to furnish all information and reports required by this Contract.

G. BREACH/WAIVER

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

H. FEDERAL FUNDING CONDITIONS

The Contractor must comply with the Contract Provisions for Non-federal Entity Contracts Under Federal Awards as described in 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Appendix II as follows:

- 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.
- 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.
- Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of *federally assisted construction contract* in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, *Equal Employment Opportunity* (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, *Amending Executive Order 11246 Relating to Equal Employment Opportunity*, and implementing regulations at 41 CFR part 60, *Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor*.
- 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 (40 U.S.C. 3141-3144, and 3146-3148) 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

CDBG Disaster Recovery Program
RFP001-FY17-18-CDDR

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), as supplemented by Department of Labor regulations (29 CFR Part 3, *Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States*). 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.

- **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, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 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.
- **Rights to Inventions Made Under a Contract.** 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.
- **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 of amounts 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 (42 U.S.C. §§7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. §§1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
- **Mandatory standards and policies relating to energy efficiency** which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. §6201).
- **Debarment and Suspension** (Executive Orders 12549 and 12689)—A contract award (see 2 CFR Part 180.220) must not be made to parties listed on the government-wide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235), *Debarment and Suspension*. The Excluded Parties List System in SAM 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.

CDBG Disaster Recovery Program
RFP001-FY17-18-CDDR

- Byrd Anti-Lobbying Amendment (31 U.S.C. §1352)—Contractors that apply or bid for an award of \$100,000 or more 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.
- Americans with Disabilities Act. Contractor agrees to comply fully with any and all provisions of the Americans with Disabilities Act (hereinafter referred to as “ADA”) as applicable to the Contractor and the activities to be performed by Contractor under the scope of this Contract. If employing more than fifteen (15) employees, Contractor agrees to comply fully with Title I of the ADA as set forth at 28 CFR Part 130. If providing "public accommodations" as defined by the Act in Section 301(7)(A)-(L), Contractor agrees to comply fully with Title III of the ADA as set forth at 28 CFR Part 36. If providing public transportation, Contractor agrees to comply fully with the federal regulations as set forth at 49 CFR Parts 37 and 38.
- Title VI of The Civil Rights Act of 1964--24 CFR Part 570.601; Fair Housing Act-24 CFR Part 570.601 Executive Order 11063--24 CFR 570.601. This Contract is subject to the requirements of Title VI of the Civil Rights Act of 1964, P.L. 88-352; the Fair Housing Act; and Executive Order 11063, as amended by Executive Order 12259; and HUD regulations at 24 CFR Part 1, providing for non-discrimination on the grounds of race, color, creed, sex, familial status, disability, or national origin under any activity receiving Federal funds and also obligating Contractor to use Federally-funded property for the purpose for which the Federal funds were awarded.
- National Flood Insurance Program 24 CFR 570.605. This Contract is subject to the Flood Disaster Protection Act of 1973, and the regulations in 44 CFR Parts 59 through 79.

I. COMMENCEMENT OF SERVICE

The Contractor shall meet with the appropriate City staff members to commence the project at such date after the Notice to Proceed has been issued.

J. COMMUNICATION PROTOCOLS

1. City shall designate a City point of contact to coordinate all tasks and invoicing with Contractor. Contractor shall not perform any tasks under this Contract unless directed to do so by the City's designated point of contact. Contractor shall submit all invoices to the designated point of contact.
2. Contractor shall direct any questions, inquiries and requests for interviews from the media to the City's Public Relations Department. Contractor shall not issue any press releases, hold briefings, conduct interviews or conduct any other public relations function regarding any matter covered by this Contract without prior written consent of the City.

K. COMPENSATION

Contractor acknowledges that Community Development Block Grant (CDBG) Disaster Recovery financial assistance will be exclusively used to fund the Contract. Contractor will comply with all applicable federal law, regulations, executive orders, HUD policies, procedures, and directives.

This Contract shall be a fixed price, NOT TO EXCEED contract in the amount of Six Hundred Sixty-Eight Thousand Seven Hundred and Seventy-Six and No/100 (\$668,776.00) Dollars. The man hour rates for this project are shown in Exhibit B.

1. Refer to Project Work Plan in ESP Proposal for Environmental Services for description of work that will be performed.
2. **LIMITATION OF FUNDS**
Funding for this Fixed Priced NOT TO EXCEED Contract is subject to the following terms:
 - a). The parties estimate that performance of this Contract will not cost the City more than the NOT TO EXCEED amount specified in the Cost Proposal in the ESP Proposal for Environmental Services. The Contractor agrees to use its best efforts to perform the work specified in the Schedule and fulfill all obligations required under the terms of the Contract within the estimated Fixed Price Not-To-Exceed amount.
 - b). The Cost Proposal specifies the amount presently allocated by the City for the items and services to be provided during the period of performance. The parties contemplate that the City will allocate funds, based on available funding, not to exceed \$668,776.00 inclusive of any fee. The Contractor agrees to perform, or have performed, work under the terms of the Contract up to the point that the total amount paid shall not exceed \$668,776.00.
 - c). The Contractor shall notify the City's CDBG Disaster Recovery Manager and Contracts Administrator in writing within sixty (60) days whenever he has reason to believe that the anticipated cost when added to previously incurred costs, will exceed seventy-five (75%) percent of the total amount funded and allocated. The notice shall state the estimated amount of funds required to continue performance until all deliverables have been properly received as outlined in the Scope of Services.
 - d). If, after notification, additional funds are not allocated for the duration of the term or another mutually agreed-upon extension date, upon the Contractor's written request the Contracting Officer will terminate this Contract on such date in accordance with the provisions of the Termination clause as outlined herein.
 - e). If the Contractor estimates that the funds available will allow it to continue to discharge its obligations beyond that date, it may identify a later date in its request, and the Contracting Officer may terminate this Contract on that later date.
 - f). Except as required by other provisions of this Contract, specifically citing and stated to be an exception to this clause—
 - The City is not obligated to reimburse the Contractor for costs incurred in excess of \$668,776.00; and
 - The Contractor is obligated to continue performance under this Contract (including actions under the Termination clause) in order to completely fulfill the requirements as stated in the Contract and within the amount allocated by the City for such items and/or services.

CDBG Disaster Recovery Program
RFP001-FY17-18-CDDR

- g). No notice, communication, or representation in any form other than by modification or amendment of the contract or authorization to proceed from the Contracting Officer, shall affect the amount allocated by the City within this Contract.

In the absence of the specified notice, the City is not obligated to reimburse the Contractor for any costs in excess of the total amount allocated.

- h). When and to the extent that the amount allocated by the City in the Contract is increased, any costs the Contractor incurs before the increase is authorized, that are in excess of the amount previously allocated by the City may be allowed in order to permit completion of the project.
- i). Contract Amendments shall not be considered an authorization to exceed the amount allocated by the City unless they contain a statement increasing the amount allocated.
- j). Nothing in this clause shall affect the rights of the City to terminate this Contract. If this Contract is terminated, the City and the Contractor shall negotiate an equitable distribution of all property produced or purchased under the terms of the Contract, based upon the share of costs incurred by the parties.

3. The Contractor shall submit invoices no more frequently than monthly for services rendered during each phase of the Project. Each invoice submitted must describe the services for which payment is requested as shown in the project schedule, show payment calculations and specify the person(s) rendering such service(s). Each invoice shall bear the signature of the Contractor, which signature shall certify that the information contained in the invoice is true and accurate and that the invoice amount is due and owing. The City will not pay interest or penalty on any past due amount. Each invoice must also clearly identify any portion of the fee invoiced for subcontractor services, specified in the Contract, and identify if the subcontractor is a Minority Owned Business Enterprise, Small Business Enterprise, Disabled Veterans Owned Business Enterprise and Women Owned Business Enterprise.

The Contractor shall make subcontracting opportunities available to a broad base of qualified subcontractors to ensure maximum participation from Disadvantaged Business Enterprises (DBE), to include but not limited to: Minority Owned Business Enterprise, Small Business Enterprise, Disabled Veterans Owned Business Enterprise, and Women Owned Business Enterprise in all disciplines of the project.

4. The Contractor shall, in performance of the Contract, only use those subcontractors in the Contract upon which the Contractor's proposal was based. Subcontractors substitutions shall only be made upon the Owner's approval. The Contractor shall enter into Contracts with those subcontractors, in the same dollar amount upon which the Contractor's proposal was based, prior to award of the Contract. Such Contracts shall be contingent upon award of the Contract by the Owner and the Owner's Notice to Proceed to the Contractor. A listing of Subcontractors is provided in the *Business Information Record*, Appendix F of the ESP Proposal for Environmental Services attached herein.

CDBG Disaster Recovery Program
RFP001-FY17-18-CDDR

5. Invoicing Procedure:

- a) The City's CDBG Disaster Recovery Manager or his/her designee must review all invoices prior to payment.
- b) The Contractor'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 Contractor's invoice.
- c) The work completed on the Contractor's project schedule must be the basis for full or percentage of completion payment on the Contractor's invoice.
- d) The Contractor will not request payment for taxes on Professional Services, labor or installation fees.
- e) The Contractor will not invoice, or request payment for any equipment or services that may be specified in this Contract prior to the delivery of said equipment or performance of said services.
- f) The Contractor shall adhere to an agreed-upon delivery schedule for equipment and/or services. This is to ensure that the City does not have to pay for the advanced delivery of equipment that it was not expecting in that timeframe and/or have to warehouse or make space for unanticipated equipment deliveries. Exceptions to this requirement must be agreed to in writing.
- g) All invoices shall include a valid Purchase Order number on the bill; if 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 Contractor's invoice.
- h) The Contractor shall name a representative that will be responsible for reviewing all invoicing concerns that the City may have concerning this project.
- i) The Contractor shall submit receipts for all actual expenses.
- j) 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 contract but only pertains to travel to and from Columbia if necessary to fulfill the terms of the Contract.).
- k) Lodging shall be invoiced up to the per diem rate according to the GSA rates established at www.gsa.gov, based on the date of travel.
- l) Field documents and other equipment/supplies shall be invoiced at cost only; no markup allowed and with approved documentation; and
- m) Other required non-labor expenses as may be applicable to the project and pre-approved by the City shall be invoiced at cost only; no markup allowed and with approved

CDBG Disaster Recovery Program
RFP001-FY17-18-CDDR

documentation.

- n) Each Invoice/payment request shall identify the percentage and dollar amount that will be paid to the subcontractor and/or vendor for work performed and materials/products furnished. If required, the Contractor shall submit supporting documentation as required by the Contracting Officer or Purchasing agent to support the amount being invoiced.
- o) The Contractor shall provide the names of the subcontractors and vendor and a description of the work performed in the invoice/request for payment. The Contractor shall also provide a breakdown of the supplies and materials being billed by each subcontractor and/or vendor and the dollar amount to be reimbursed by the City.

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

L. DUTIES UPON TERMINATION

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

M. EQUAL EMPLOYMENT OPPORTUNITY (EEOC)

During the performance of this Contract, the Contractor agrees as follows:

1. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
2. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, sexual orientation, or national origin.
3. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining Contract or other Contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places

CDBG Disaster Recovery Program
RFP001-FY17-18-CDDR

available to employees and applicants for employment.

4. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
5. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
6. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this Contract or with any of the said rules, regulations, or orders, this Contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government Contracts or federally assisted construction Contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
7. The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (6) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

N. ETHICS

Contractor acknowledges, on behalf of itself and any Subcontractor, that it is subject to the provisions of the 1991 Ethics Reform Act (S.C. Code Ann. §8-13-100, *et seq.*, as amended). Under this Act, a person may not, directly or indirectly, give, offer, or promise anything of value to a public official, public member, or public employee with the intent to:

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

CDBG Disaster Recovery Program
RFP001-FY17-18-CDDR

O. FINDINGS CONFIDENTIAL

All of the reports, information, data, records or documents of any kind, prepared or assembled by the Contractor under the Contract are confidential and the Contractor shall not make them available to any individual or organization without the prior written approval of the City.

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

P. INDEMINIFICATION, HOLD HARMLESS AND INSURANCE

1. The Contractor shall provide to the City evidence of the following insurance:

Workers Compensation Insurance - The Contractor shall procure and shall maintain during the life of this Contract, Workers Compensation Insurance for all employees to be engaged in work on the project under this Contract, and in case any work is sublet, the contractor shall require the subcontractor similarly to provide Worker Compensation Insurance for all of the latter employees to be engaged in such work unless such employees are covered by the protection afforded by the Contractor's Worker Compensation Insurance. The Contractor shall not permit any person who is not protected by Workers Compensation Insurance or a properly approved Self-Insured Workers Compensation Program to perform any activity related to this Contract.

General Liability Insurance - General Liability Insurance in accordance with the current Columbia Code of Ordinances, which can be located at www.columbiasc.net. The Contractor shall procure and maintain for the duration of the Contract insurance against claims for any injuries to persons or damages to property, which may arise from or in connection with the performance of the work by the Contractor, his agents, or representatives, employees or subcontractors.

a) Commercial General Liability Insurance: Coverage in an amount not less than 1,000,000.00 per occurrence, and \$2,000,000.00 aggregate combined single limit for bodily injury, personal injury, and property damage, naming the City of Columbia as an additional insured.

b) Automobile Liability Insurance- \$500,000.00 combined single limit per accident for bodily injury and property damage.

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 limit for bodily injury liability and property damage liability. The limits afforded by the E&O Policy shall apply only to the City and City's officials, officers, agents and employees and only to claims arising out of or in connection with the work under this Contract.

a) The Contractor shall provide the City with an Errors and Omissions Liability Policy (E&O Policy). The policy shall cover the City for all sources of liability which would be covered by the latest edition of the standard Errors and Omissions Liability Coverage Form, as filed for use by the City of Columbia, without the attachment of restrictive endorsements.

CDBG Disaster Recovery Program
RFP001-FY17-18-CDDR

b) The minimum E&O Policy limits to be provided by the successful Contractor shall be \$5,000,000 per occurrence and \$2,000,000 aggregate limit for bodily injury liability and property damage liability. The limits afforded by the E&O Policy shall apply only to the City and City's officials, officers, agents and employees and only to claims arising out of or in connection with the work under this Contract.

c) Notice of Cancellation and/or Restriction: The policy must be specifically endorsed to provide the City with thirty (30) days' notice of cancellation, non-renewal, change in coverage, and/or restriction.

2. The Contractor shall furnish the City with a certificate showing satisfactory proof of carriage of the insurance required hereunder and such insurance shall be approved by the City prior to the Contractor and any sub-contractor of the Contractor commencing any services under the Contract. This insurance shall remain in effect throughout the term of the Contract and any renewals. 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.

3. The Contractor shall indemnify, defend, hold harmless and reimburse the City, its agents, and employees from and against any and all losses, liabilities, expenses and claims for damages of any nature whatsoever relating to or arising out of any action or failure to act by Contractor, its subcontractors, officers, agents and employees of any of the obligations under the Contract. Losses, liabilities, expenses and claims for damages shall include, but will not be limited to, civil and criminal fines and penalties, loss of use or services, bodily injury, death, personal injury, or injury to real or personal property, defense costs, legal fees and costs, and attorney's fees for an appeal.

Q. INDEPENDENT CONTRACTOR

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

R. INTEREST OF CONTRACTOR

The Contractor covenants that he 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 the Contract or which is adverse to the interests of the City of Columbia. The Contractor further covenants that in the performance of the Contract no person having such interest shall be employed.

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

CDBG Disaster Recovery Program
RFP001-FY17-18-CDDR

S. NOTICE

1. Written notice to the City shall be made by placing by registered mail, return receipt in the United States Mail, postage prepaid and addressed to: Director of Community Development, c/o City of Columbia, 1225 Lady Street, Suite 102, Columbia, South Carolina 29201.
2. Written notice to the Contractor shall be made by registered mail, return receipt in the United States Mail, postage prepaid and addressed to ESP Associates, 2711 Alpine Road, Suite 200, Columbia, SC 29223.

T. OVERSIGHT

1. The City will maintain oversight to ensure the Contractor performs in accordance with terms, conditions and specifications per (2 C.F.R. §200.318(b)(General Procurement Standards) and 44 C.F.R. §13.36 (Procurement).
2. The Contractor shall be responsible as an independent contractor for performance of all services required by this Contract. The Contractor does not act as the City's agent or employee.

U. OWNERSHIP OF PROJECT DOCUMENTS

All data, documents or other information of any description generated by or used by the Contractor or any subcontractor retained by the Contractor and related to the services required by the Contract shall be the property of the City and shall not be used by the Contractor for any purpose whatsoever except to perform the services required by the Contract.

V. REMEDIES

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

W. SEVERABILITY

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

X. STATE LAW APPLICABLE

The Contract shall be construed in accordance with federal, state, local laws, ordinances and codes in performing the work provided under the Contract. The Contractor agrees to subject itself to the jurisdiction and venue of the courts of Richland County, State of South Carolina as to all matters and disputes arising or to arise under the Contract and the performance thereof. The City may seek attorney's fees and the Contractor agrees to pay such fees as awarded by the Court or other body. No attorney's fees may be sought by, nor will be paid to, the Contractor.

The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and

CDBG Disaster Recovery Program
RFP001-FY17-18-CDDR

Statements) applies to the Contractor's actions pertaining to this contract.

Y. SUCCESSORSHIP

The Contract shall be binding upon the Contractor and upon its successors and assignees.

Z. SUSPENSION AND DEBARMENT

The Contractor is subject to non-procurement Debarment and Suspension Regulations implementing Executive Orders 12549 and 12689, 2 C.F.R. pt. 180 (2 C.F.R. §200.212). The Contract is a covered transaction for the purposes of C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the Contractor is required to verify that none of the Contractor(s), its principals (defined at 2 C.F.R. §180.995), or its affiliates (defined at 2 C.F.R. §180.905) are excluded (defined at 2 C.F.R. §180.940) or disqualified (defined at 2 C.F.R. §180.935).

The Contractor must comply 2 C.F.R. 180, sub-part C and 2 C.F.R. pt. 3000, sub-part C and must include a requirement to comply with these regulations in any contracts with its sub-Contractors it enters into.

Execution of the Contract is a material representation of fact relied upon by the City. If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, sub-part C and 2 C.F.R. pt. 3000, sub-part C in addition to remedies available to the State of South Carolina Emergency Management Division and the City of Columbia, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

The Contractor agrees to comply with the requirements of 2 C.F.R. pt. 180, sub-part C and 2 pt. 3000, sub-part C during the duration of the project and throughout the period of any Contract that may arise from this project.

The Contractor further agrees to include a provision requiring such requirements in its contracts with its sub-Contractors.

The Contractor shall notify the City in accordance with Notice, if your firm or subcontractor becomes suspended or debarred during the course of this project. In the event that a sub-Contractor becomes suspended or debarred during the course of this project, the parties will work together to determine what if any, course of action to be taken with regard to the suspended or debarred sub-Contractor. This Contract may be terminated in accordance with Termination of Contract.

AA. TERM OF CONTRACT

The Contract shall expire, unless terminated earlier as provided for herein and shall be for a period of one (1) year unless earlier terminated by either party as provided herein. The Contract shall expire at the end of the term unless an extension has been requested by either party and agreed to in writing by both parties prior to the expiration of the term. If the applicant closeout process has not been completed within this time period, the City may extend the Contract in order to ensure the Contractor is available through the applicant closeout process.

The decision whether to extend the contract, upon written request, shall be in the sole and exclusive discretion of the party receiving the request and neither party shall be under any obligation to agree to an

CDBG Disaster Recovery Program
RFP001-FY17-18-CDDR

extension of the initial term or any additional term.

BB. TERMINATION OF CONTRACT

The City may terminate the Contract at any time upon any of the following grounds:

Non Appropriation - Failure by the City to appropriate funds for the performance of any of the services required in this Contract in any annual budget;

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

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

The Contractor fails to perform any of the services required in this Contract and does not correct such deficiency within fifteen (15) days having been notified by the City of such deficiency;

1. Termination for Convenience of the City - The City may terminate this Contract at any time by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least thirty (30) days before the effective date of such termination. In that event, all finished or unfinished documents and other material as described in Access to Records shall, at the option of the City, become its property.

The City shall, at its sole option and discretion, have the right to terminate this contract for any reason whatsoever. A termination for default under the Contract, if wrongfully made, shall be treated as a termination for convenience under this clause;

2. Force Majeure;
3. Upon expiration of the term of this Contract; and
4. By mutual agreement of the parties.

CC. USE OF RECOVERED MATERIALS

The Contractor shall comply with Section 6002 of the Solid Waste Disposal Act as amended by the Resource Conservation and Recovery Act (2 C.F.R. §200.322). In performance of the Contract, the Contractor shall make maximum use of products containing recovered materials that are EPA designated items unless the product cannot be acquired:

- a) competitively within a timeframe providing for compliance with the Contract performance schedule;
- b) meeting Contract performance requirements; or
- c) at a reasonable price.

Information about this requirement is available at EPA's Comprehensive Procurement Guidelines web site, <http://www.epa.gov/cpg/>. The list of EPA-designate items is available at <http://www.epa.gov/cpg/products.htm>.

CDBG Disaster Recovery Program
RFP001-FY17-18-CDDR

DD. WHOLE CONTRACT

The Contract and the ESP Associates Proposal for Environmental Services represent the entire Contract between the City and the Contractor and supersedes all prior communications, negotiations, representations or Contracts, either written or oral. Only written Amendment signed by both the City and the Contractor may amend the Contract.

EE. MISCELLANEOUS

1. Nothing in the Contract shall be construed to give any rights or benefits to anyone other than the City and the successful Contractor.
2. In the event there are any disagreements between the City and the Contractor with regard to any of the requirements, specifications or interpretation of the Contract, the Contractor agrees to defer to the reasonable interpretations of the City as, from time to time may be made by the City. Ambiguities in the terms of the Contract, if any, shall not be construed against the City.
3. The Contract is subject to City Council approval.

Witness the parties' respective signatures below.

CITY OF COLUMBIA, SOUTH CAROLINA

By: _____
Teresa B. Wilson, City Manager
Date: _____

ESP Associates P.A.

By: _____
Name/Title: _____
Date: _____

Witness

Witness

BY: _____
[NAME, TITLE OF CITY OF COLUMBIA STAFF REQUIRED TO APPROVE CONTRACT]

BY: _____
[NAME, TITLE OF CITY OF COLUMBIA STAFF REQUIRED TO APPROVE CONTRACT]

BY: _____
[NAME, TITLE OF CITY OF COLUMBIA STAFF REQUIRED TO APPROVE CONTRACT]

APPROVED AS TO FORM
GAR 3/14/18
Legal Department City of Columbia, SC



We Are Columbia

MEETING DATE: March 20, 2018

DEPARTMENT: Procurement and Contracts

FROM: *Sandra Wright, Purchasing Agent*

SUBJECT: Council is asked to approve a Program Management Services Agreement for the Stormwater Improvement Program, as requested by Columbia Water. Award to Woolpert, Inc., in an amount not to exceed \$1,015,115.00 for year one. This firm is located in Columbia, SC.

PURPOSE: The following sub-consultants will provide additional services:

Chao & Associates, a Minority Business Enterprise (M) of Columbia, SC will provide engineering, inventory and mapping, easement, construction management services at \$166,242.00 (16%) of the contract value.

PJ Noble & Associates, a Minority Business Enterprise (W) of Columbia, SC will provide public meetings and outreach services at \$76,406.00 (8%) of the contract value.

4D Engineering, a Minority Business Enterprise (W) of Lexington, SC will provide site design and construction management services at \$182,085.00 (18%) of the contract value.

HDR, Incorporated of Columbia, SC will provide public outreach, easement, LID/GIS design and evaluation, public-private partnerships services at \$93,660.00 (9%) of the contract value.

WE3 Consultants, LLC, a Small Business Enterprise of Saluda, SC will provide public-private partnership public meetings and outreach services at \$3,900.00 (1%) of the contract value.

REQUISITION NO.: R188673

FINANCIAL IMPACT: Funding Source: 5549999-SD845001-658650. The original budgeted amount is a total of \$3,000,000.00 for the three-year agreement.

ORIGINAL BUDGET: **\$3,000,000.00**

CLEAN WATER 2020?: **No**

STRATEGIC GOALS: **Provide high quality municipal services**

The City desires to retain services from Woolpert, Inc. to provide Program Management Services to executed the Stormwater Bond Program. The overall objective is to provided Program Management Services potentially encompassing planning support, community outreach, all phases of design management, project controls, surveying and mapping services, construction contractor procurement, construction oversight / construction project management, general services during construction and program-wide management, field inspection services, data collection, and administration and compliance monitoring of funds or other related professional services for identified projects.

This Agreement shall be effective for three (3) years and may be renewed two (2) additional one (1) year periods. Services will be rendered on a calendar year basis; however, year one (1) is defined as March 7, 2018 - December 31, 2018. Maximum compensation for Year one (1), to be paid by the City to the Consultant under this Agreement shall be for services rendered and on an hourly rate basis.

This Agreement complies with the City's Columbia Disadvantaged Business Enterprise (CDBE) Program. Mandatory CDBE participation for this project is 20% and the Consultant is agreeing to 25% CDBE participation for the overall life of the contract. CDBE participation for Year one (1) is 42.5%.

ATTACHMENTS:

- **#a:** Signed Woolpert.2018.Stormwater Program Management.Agr (PDF)

Woolpert, Inc.
Page 1 of 15

AGREEMENT FOR PROGRAM MANAGEMENT SERVICES

THIS AGREEMENT entered into as of the date of the last signature affixed hereto, by and between The City of Columbia (hereinafter called the "City"), and Woolpert, Incorporated (hereinafter called the "Consultant"), to provide the services herein described.

WITNESSETH:

WHEREAS, the City desires to retain the services of the Consultant to provide Program Management Services to execute the Stormwater Bond Program. The overall objective is to provide Program Management Services potentially encompassing planning support, community outreach, all phases of design management, project controls, surveying and mapping services, construction contractor procurement, construction oversight/construction project management, general services during construction and program-wide management, field inspection services, data collection, and administration and compliance monitoring of funds or other related professional services for identified projects.

WHEREAS, the Consultant agrees to provide such services as outlined in Solicitation RFQ005-17-18-SL, Program Management Services for Stormwater Bond, and the negotiated terms provided herein.

WHEREAS, the Consultant agrees to utilize the services of local suppliers and contractors and Small, Women-owned and Minority Business Enterprises as outlined in the Business Information and Affirmative Action Goals in Exhibit C and Exhibit D.

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

1. AGREEMENT FOR SERVICES

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

2. SCOPE OF SERVICES

The Consultant shall in a satisfactory and proper manner as determined by the City perform tasks necessary to complete the projects as outlined in Exhibit A, attached hereto. The Consultant has specialized knowledge to complete the projects without any training from the City and shall perform the tasks in the order and in the manner that Consultant determines is most effective and efficient without any City control over the details of Consultant's performance.

3. TASKS

The Consultant shall present a written proposal for each additional task/ other duties as assigned requested by the City, to include a scope and a not-to-exceed cost based upon the cost sheet as shown

Woolpert, Inc.
Page 2 of 15

in Exhibits A and B, attached hereto. Upon completion of each task, the Consultant shall present an invoice for payment of work performed based upon the task proposal.

A. From time to time and for various reasons, the City may identify additional related services/ other duties as assigned which will be compensated for as outlined in the Hourly Rate Schedule attached hereto and incorporated as Exhibit B.

B. For each specific project or task, the City and the Consultant shall jointly develop, to the extent practical, a scope of services and method of compensation for the additional proposed related services.

C. The Consultant shall not proceed with any services under this Agreement without a written Notice to Proceed and Purchase Order issued by the City and approved by the City Manager and City Council.

4. TERM OF AGREEMENT

This Agreement shall be effective for a total of three (3) years, beginning March 7, 2018 and ending on December 31, 2020. A statement of work shall be added on a calendar year basis per year. Year one (1) is defined as March 7, 2018 – December 31, 2018, Year two (2) is defined as January 1, 2019 – December 31, 2019, and Year 3 is defined as January 1, 2020 – December 31, 2020.

This Agreement may be renewed two (2) additional one (1) year periods at the request of the City. This Agreement shall expire at such time as the tasks and deliverables as outlined herein are complete or the total compensation provided for herein is reached, whichever is later.

5. COMMENCEMENT OF SERVICES

The Consultant shall meet with the appropriate City staff members to commence the project within ten (10) days after the Notice to Proceed has been issued.

6. SCHEDULE FOR COMPLETION OF SERVICES

Time is of the essence. The Consultant shall complete the specified program management services within the timeframe(s) specified in Exhibit A, herein.

7. METHOD OF PAYMENT

A. Payment shall be made for work performed on a task basis.

B. Payment shall be net 30 and made based on the cost sheet and rate schedule as shown in Exhibit B, attached hereto.

8. COMPENSATION

Consultant will comply will all applicable laws, rules and regulations, procedures, and directives.

A. Maximum compensation for Year one (1), to be paid by the City to the Consultant under this

Woolpert, Inc.
Page 3 of 15

Agreement shall be for services rendered, billed on an hourly rate basis and will not exceed One Million, Fifteen Thousand, One Hundred Fifteen Dollars (\$1,015,115.00), as more fully defined in Exhibit A, herein. Maximum compensation for Years Two and Three will be established by subsequent amendment to this Agreement.

- B. The Consultant shall submit invoices no more frequently than monthly for services rendered during the term of this agreement. Each invoice submitted must describe the services for which payment is requested as shown in the project schedule, show payment calculations and specify the person(s) rendering such service(s). Each invoice shall bear the signature of the Consultant, which signature shall certify that the information contained in the invoice is true and accurate and that the invoice amount is currently due and owing. The City will not pay interest or penalty on any past due amount. Each invoice must also clearly identify any portion of the fee invoiced for subconsultants services, specified in the Agreement, and identify if the subconsultant is a Minority Owned Business Enterprise, Small Business Enterprise, Disabled Veterans Owned Business Enterprise and Women Owned Business Enterprise.
- C. Invoicing Procedure:
1. The City's Project Manager or his/her designee must review all invoices prior to payment.
 2. The Consultant's invoice must contain sufficient detail by task and resource and should be easily traceable to the work completed on the project schedule. Descriptions used in the project schedule 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 percentage of completion payment 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 have to pay for the advanced delivery of equipment that it was not expecting in that timeframe and/or have to warehouse or make space for unanticipated equipment deliveries. Exceptions to this requirement must be agreed to in writing.
 7. All invoices shall include a valid Purchase Order number on the bill; if 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.

Woolpert, Inc.
Page 4 of 15

8. The Consultant shall name a representative that will be responsible for reviewing all invoicing concerns that the City may have concerning 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 but only pertains to travel to and from Columbia if necessary to fulfill the terms of the Agreement.).
11. Lodging shall be invoiced up to the per diem rate according to the GSA rates established at www.gsa.gov, based on the date of travel.
12. Field documents and other equipment/supplies shall be invoiced at cost only; no markup allowed and with approved documentation, and
13. Other required non-labor expenses as may be applicable to the project and pre-approved by the City shall be invoiced at cost only; no markup allowed and with approved documentation.
14. Each invoice/payment request shall identify the percentage and dollar amount that will be paid to the subcontractor 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 subcontractors and vendor 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 subcontractor and/or vendor and the dollar amount to be reimbursed by the City.

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

D. Affirmative Action Procurement and Contracting Goals

It is the goal of the City of Columbia, SC to maximize opportunities for historically Disadvantaged Enterprise Businesses (DBEs) including, but not limited to, Small Businesses (SBEs), Minority Businesses (MBEs), Women-Owned Businesses (WBEs). The City has implemented an overall citywide 10% goal to encourage socially and economically disadvantaged business participation. This goal extends to bidders, subcontractors 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 contractor or subcontractor) is dependent upon the business community partnering with the City in this important endeavor.

The Consultant must comply with the 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.

E. Subcontracting Goals

The subcontracting goals for this Agreement are as follows:

<u>OVERALL 3 YEAR TERM</u>		<u>YEAR 1</u>	
SB Goals	<u>0.5 %</u>	SB Goals	<u>0.5 %</u>
MBE	<u>12 %</u>	MBE	<u>24%</u>
WBE	<u>12.5 %</u>	WBE	<u>18%</u>
Other	<u>0 %</u>	Other DBE	<u>0%</u>

The Consultant will ensure subcontractor performance during the period of performance and include optional periods as applicable. Achievement of these goals is expected during the life of the Agreement to include any changes incorporated by modification to the Agreement.

1. The Consultant shall make sub-consulting opportunities available to a broad base of qualified sub-consultants to ensure maximum participation from Local Business Enterprise (LBE) and Disadvantaged Business Enterprises (DBE). The targeted DBEs as listed in Exhibit C shall include, but may not be limited to: Minority Owned Business Enterprise, Small Business Enterprise, Disabled Veterans Owned Business Enterprise, and Women Owned Business Enterprise in all disciplines of the project.
2. The Consultant shall, in performance of the Agreement, use only those sub-consultants in Exhibit D upon which the Consultant's proposal was based. Sub-consultants substitutions shall only be made upon the City's approval. The Consultant shall enter into Agreements with those sub-consultants, in the same dollar amount upon which the Consultant's proposal was based, prior to award of the Agreement. Such Agreements shall be contingent upon award of the Agreement by the City and the City's Notice to Proceed to the Consultant.

F. Prompt Payment to Subcontractors and Material Suppliers – Exhibit E

1. The Consultant is required to pay all Subcontractors and material suppliers for all work that the Subcontractor has satisfactorily completed, no later than twenty (20) calendar

Woolpert, Inc.
Page 6 of 15

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 Subcontractor no later than fourteen (14) calendar days after the Subcontractor has, in the opinion of the Assistant City Engineer for Construction or his/her designee, satisfactorily completed its portion of the Work.
3. Consultant's delay in or postponement of payment to the Subcontractor or material supplier requires good cause and prior written approval of the Assistant City Engineer 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 work performed unless and until the Consultant ensures that all subcontractors have been promptly paid for the work they have performed under all previous payment requests, as evidenced by the filing with the City lien waivers, canceled checks (if requested), and the Consultant's sworn statement that it has complied with the prompt payment requirements. Prime contractors must submit a Prompt Payment Affidavit, Subcontractor list which identifies each Subcontractor (both DBE and non-DBE) with their contract values and the date and amount of the last payment to such Subcontractor(s), with every payment request filed with the City, except for the first payment request, on every contract with the City.
6. Failure to comply with these prompt payment requirements constitutes a material breach of this Agreement, which may lead to any remedies permitted under law, including, but not limited to, Consultant debarment.

9. FINDINGS CONFIDENTIAL

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.

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

10. ACCESS TO RECORDS

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

Woolpert, Inc.
Page 7 of 15

11. COPYRIGHT

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

12. AMENDMENTS

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 parties.

13. ASSIGNABILITY/SUB-CONSULTING

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

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

14. INDEPENDENT CONSULTANT

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

15. 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 having been notified by the City of such deficiency;
- C. Force Majeure;

- D. The City shall, at its sole option and discretion, have 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; in the event that the Agreement is wrongfully terminated under any of the other grounds enumerated herein, termination shall be treated as a termination for convenience. If the Agreement is terminated for convenience, or wrongfully terminated upon any of the other grounds enumerated herein, the Consultant shall be entitled to payment as follows: the actual cost of the work completed in conformity with the agreement plus term 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 Consultant prior to the date of termination of the agreement. The Consultant shall not be entitled to any claim against the City for any additional compensation or damages in the event of such termination and payment;
- 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.

16. DUTIES UPON TERMINATION

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

17. 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 that 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.

Woolpert, Inc.
Page 9 of 15

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. Consultant shall update this list, as necessary, throughout the duration of this Agreement.

18. ETHICS

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

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

"Anything of value" includes, but is not limited to, lodging, transportation, entertainment, food, meals, beverages, money, gifts, honorariums, discounts and interest-free loans.

19. INDEMNIFICATION

The Consultant shall indemnify, defend, hold harmless, and reimburse the City, its other agents and employees from and against any and all losses, liabilities, expenses, and all claims for damages relating to or arising out of the performance or failure to perform by Consultant, its sub-consultants, officers, agents and employees, of any of the Consultant's obligations under this Agreement. Losses, liabilities, expenses and claims for damages shall include, but not be limited to, civil and criminal fines and penalties, loss of use and/or services, bodily injury, death, person injury, or injury to real or personal property, defense costs, legal fees and costs, and attorney's fees.

The Consultant shall promptly notify the City of any civil or criminal actions filed against the Consultant or of any notice of violation from any federal or state agency or of any claim as soon as practical as relates to the services provided under this Agreement. The City, upon receipt of such notice, shall have the right at its election to defend any and all actions or suits or join in the defense.

20. INSURANCE

- A. The Consultant shall provide to the City evidence of the following insurance:

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

Woolpert, Inc.
Page 10 of 15

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 Insurance – The Consultant shall procure and maintain during the life of this Agreement General Liability Insurance in accordance with the current Columbia Code of Ordinances, which can be located at www.columbiasc.net. The Consultant shall procure and maintain for the duration of the Agreement insurance against claims for any injuries to persons or damages to property, which may arise from or in connection with the performance of the work by the Consultant, his agents, or representatives, employees or subconsultants.

1. Commercial General Liability Insurance: Coverage in an amount not less than 1,000,000.00 per occurrence, and \$2,000,000.00 aggregate combined single limit for bodily injury, personal injury, and property damage, naming the City of Columbia as an additional insured.
2. Automobile Liability Insurance: \$500,000.00 combined single limit per accident for bodily injury and property damage.

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.

1. The Consultant shall provide the City with an Errors and Omissions Liability Policy (E&O Policy). The policy shall cover the City for all sources of liability which would be covered by the latest edition of the standard Errors and Omissions Liability Coverage Form, as filed for use by the City of Columbia, without the attachment of restrictive endorsements.
2. Notice of Cancellation and/or Restriction: The policy must be specifically endorsed to provide the City with thirty (30) days' notice of cancellation, non-renewal, change in coverage, and/or restriction.

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 sub-contractor of the Consultant commencing any services under this Agreement and this insurance shall remain in effect throughout the term of this Agreement and any renewals. Insurance shall remain in effect for the duration of the project and for a period of one (1) year after completion. The City of Columbia shall be the Certificate Holder and shall be named as an Additional Insured, except the City shall not be named as Additional Insured on Consultant's Professional Liability and Workers Compensation Insurance.

21. EQUAL EMPLOYMENT OPPORTUNITY (EEOC)

During the performance of this Agreement, the Consultant agrees that it will not discriminate against

Woolpert, Inc.
Page 11 of 15

any employee or applicant for employment because of race, color, religion, sex, sexual orientation, or national origin. The Consultant will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause. The Consultant will incorporate these requirements in all subcontracts for work under this Agreement.

22. SEVERABILITY

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

23. COMPLIANCE WITH LOCAL LAWS

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

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

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

24. PERSONNEL

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

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

25. GOVERNING LAW

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

26. BREACH / WAIVER

The failure of either the Consultant or the City to insist upon the strict performance of any provision of

Woolpert, Inc.
Page 12 of 15

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

27. NOTICES

- A. Written notice to the City shall be made by placing by registered mail, return receipt in the United States Mail, postage prepaid and addressed to: Purchasing Agent/Director of Procurement and Contracts, c/o City of Columbia, Post Office Box 147, Columbia, South Carolina 29217.
- B. Written notice to the Consultant shall be made by registered mail; return receipt in the United States Mail, postage prepaid and addressed to Woolpert, Incorporated, 2000 Center Point Road, Suite 2200, Columbia, South Carolina 29210-5824.

28. OVERSIGHT

- A. The City will maintain oversight to ensure the Consultant performs in accordance with the terms, conditions and specifications of this Agreement and/or purchase orders.
- B. The Consultant shall be responsible for performance of all services required by the Agreement. The Consultant does not act as the City's agent or employee.

29. 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 the 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 the Agreement.

All reports, drawings, specifications, documents, and other deliverables of Consultant, whether in hard copy or in electronic form, are instruments of service for this project, whether the project is completed or not.

30. REMEDIES

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

31. SUCCESSORSHIP

The agreement shall be binding upon the Consultant and upon its successors and assignees.

32. WHOLE AGREEMENT

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

33. MISCELLANEOUS

- A. Nothing in the Agreement shall be construed to give any rights or benefits to anyone other than the City and the Consultant.
- B. In the event there are any disagreements between the City and the Consultant with regard to any of the requirements, specifications or interpretation of the 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 the Agreement, if any, shall not be construed against the City.
- C. 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.
- D. The Agreement is subject to City Council approval.

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Woolpert, Inc.
Page 14 of 15

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

CITY OF COLUMBIA

BY: _____

DATE: _____

TITLE: City Manager

WOOLPERT, INCORPORATED

BY: Flint Holbrook
Flint Holbrook, PE

DATE: 03/06/2018

TITLE: Vice President

By: _____

Dana R. Higgins, P.E., LEED AP, Director of Engineering

By: _____

Clint Shealy, P.E., Assistant City Manager for Columbia Water

By: _____

Sandra A. Wright, CPPB, Director of Procurement and Contracts

Woolpert.2018.Stormwater.Bond.Program.Management.docx/ssl

APPROVED AS TO FORM

gg2 2/28/18
Legal Department City of Columbia, SC

EXHIBIT A

CITY OF COLUMBIA | STORMWATER PROGRAM MANAGEMENT SERVICES – 2018



SCOPE OF SERVICES

Stormwater CIP Bond Program Management Services – 2018

Introduction

The City of Columbia has a multifaceted Stormwater Management Program and does an excellent job of managing all phases of its regulatory, capital project and support programs. The City accomplishes this work with minimal staff. Likewise, public works is responsible for daily operations and maintenance of the City's stormwater system. The system itself is aging and critical points within the system are at, or beyond, capacity. Further, the City has limited access to critical waterways which hampers crucial maintenance activities. As a result, the City is embarking on an ambitious capital improvement program (Stormwater CIP Bond Program) to address multiple needs.

The Program Manager (referred to herein as the PM or Woolpert) has an intimate knowledge of the City's watersheds, stormwater system and Stormwater Management Program. During Woolpert's tenure as one of the City's primary stormwater service providers, Woolpert has assisted the City with a variety of project types. This depth of understanding of the City's overall program ensures that, while the focus is on "getting projects in the ground", the PM is cognizant of how those projects impact other parts of the City's program. Woolpert is aware that staff is perfectly capable of managing and implementing stormwater projects of all types. Therefore, Woolpert's primary function is to be an extension of City staff – assisting where needed and beneficial. The goal is to reduce workload on City staff, not to increase it.

Woolpert met with City staff on December 12 and 21, 2017, to discuss the state of the City's Stormwater CIP Bond Program and how Woolpert can help alleviate staff work load and further strengthen the City's Stormwater Management Program. The requested assistance has been divided into three (3) parts which describe work to be completed under the Stormwater CIP Bond Program Management Scope of Services through [December of 2018](#); 1) Capital Improvement Project Services, 2) Asset Management Program Services, and 3) Program Management and Other Services.

Program Plan - A Program Plan document will be developed (see Part 3: Program Management and Other Services, Task 1) that will describe the PM's role/level of effort on all project related tasks as described in this scope of services. The Program Plan will include processes, procedures, and protocols that will be used by the PM and the sub-consultants to ensure efficient interaction with City staff and to assist in the implementation of the Stormwater CIP Bond Program (the Program).

Project Plan - 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.

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:



Part 1: Capital Improvement Project (CIP) Services

- Task 1 Project Prioritization / Identification
 - Task 2 Concept Plan Development
 - Task 3 Construction Plan Review and Approval
 - *Identify LID/GI opportunities*
 - *Calculating Pollutant Trapping Efficiencies*
 - *Value Engineering*
 - *Compliance with City's Design Standards*
 - *Constructability Review*
 - Task 4 Project Permitting
 - Task 5 Construction Administration / Inspections / Project Closeout
 - Bid Phase Services
 - 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
 - *Probability of Failure*
 - *Consequence of Failure*
 - *Criticality Analysis*
 - Task 3 Inventory Assessment
 - Task 4 Policy Development
 - *Asset Management Policy*
 - *Extents of Service Policy*
 - *Levels of Service Policy*
 - Task 5 Strategy Documents
 - *Condition Assessment Strategy*
 - *Data Management Strategy*
 - *Life Cycle Analysis*
 - Task 6 Field Data Collection Procedures
 - *Inventory Pilot Data Collection for Man-made Systems*
 - *Inventory Pilot Data Collection for Natural Systems*
 - *Field Data Collection and Data Management Training*
 - 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
-



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. This 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

(PROGRAM START-UP)

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 PM team will identify factors that are important to the City and develop scoring criteria. Typical factors that the City may consider in weighing CIP opportunities include, but are not limited to, fiscal responsibility, citizen perception, public safety, recreational value, aesthetics, water quality, flood reduction, and project costs. Based on the criteria identified by the City, the PM will develop a CIP scoring system and prioritization spreadsheet that will allow for an equitable comparison of different types of projects that meet different objectives, across different watersheds.

The PM will use existing CIP documents, the results of the CIP scoring, and the annual CIP budget to produce an initial 5-year capital improvement plan including schedule and assignment of projects to either the City or the PM. As the asset management program and associated future condition assessment/criticality efforts develop, the initial CIP prioritization can be updated with newly identified projects. It is also anticipated that the assignment of projects may change over the duration of the Project, but the initial prioritization schedule will provide guidance for developing and efficiently utilizing City and PM resources. The prioritization approach and the results of this effort will be compiled in a guidance document.

Developing the criteria and the CIP spreadsheet will require the following:

1. Draft of initial ranking criteria by the PM
2. Meeting with the City to refine the criteria
3. Development of the scoring system based on identified criteria
4. Meeting with City staff to demonstrate CIP spreadsheet and adjust scoring criteria
5. Review of watershed studies for additional project identification
6. Development of conceptual costs for newly identified projects
7. Initial scoring of all projects by the PM
8. Meeting with City staff to complete scoring process
9. Development of draft guidance document



10. Development of final document

The PM will develop the draft 5-Year CIP Plan and submit it to the City for review and comment. The comments will be used to finalize the plan and it will be submitted to the City for review and approval.

Task 1 Deliverables:

1. Draft 5-Year CIP Plan
 2. Final 5-Year CIP Plan
 3. CIP prioritization tool
 4. Guidance document describing the analysis process and tool for repeatability
 5. Meeting(s) with City staff and meeting minutes
-

Note: Processes and procedures developed under this task will be included in the Program Plan

Task 1 Expectations/Assumptions:

1. The City will provide the PM with existing CIP plans and documents that will be used in the development of the draft and final CIP Plans. A portion of the PM's task will be to combine and merge the existing information the City will provide into a more comprehensive, organized plan.
-

Task 2 Concept Plan Development

(PROJECT IMPLEMENTATION)

Although the City has an identified 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 should be 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. storm drainage system information, 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
-

Note: Processes and procedures developed under this task will be included in the Program Plan

Task 2 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. Concept Plans will be developed for one project only.
 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 3 Construction Plan Review and Recommendations

(PROJECT IMPLEMENTATION)

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

(PROJECT IMPLEMENTATION)

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.

Task 4 Deliverables:

1. Permit Status Tracking Reports
 2. Third-Party Permit Compliance Reports
 3. Meeting(s) with City staff and meeting minutes
-

Note: Processes and procedures developed under this task will be included in the Program Plan

Task 4 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.
-

Task 5 Construction Administration / Inspections / Project Closeout (PROJECT IMPLEMENTATION)

Traditional construction administration activities such as field observations and shop drawing and payment review will utilize standardized forms and processes developed in conjunction with the City. These processes will be automated for digital submission and storage. Each project team will be assigned a team leader responsible for all project management activities and the team leader will report directly to the PM's project manager. To the extent possible, construction administrators / inspectors will be selected from our local teammates, 4D Engineering and Chao and Associates. These firms have experienced and capable inspectors that are well versed in the City's construction standards. The PM has six Certified Erosion Prevention and Sediment Control Inspectors (CEPSCI) and five SC post-construction BMP Inspectors with construction inspection experience that will assist when needed. Training sessions can be developed for the construction administrators, inspection staff and City staff to standardize reporting processes and construction



administration procedures. For larger, more complex projects, the team may draw from our national experts located in regional offices. A Program Plan document will be developed (see Part 3: Program Management and Other Services, Task 1) that will describe the PM's role/level of effort on project administration. Items like number of plan sets, contract documents, question response format, etc. will be described in an individual Project Plan (i.e. each design/construction project may require a Project Plan depending on the complexity of the project) and be used to direct the bid and construction administration services described below.

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 Columbia 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 Request 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 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. If 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 addenda 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 3 lowest bidders – If requested by the City, the PM will evaluate the qualifications of the three lowest bidders for responsiveness and financial information. The PM will notify the City's Project Manager and Contract Administration Section 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 CMU's Project Manager and Contract Administration Section.



"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 City offices. 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. The RPR is the PM's agent, will act as directed by and under the supervision of the PM, and will confer in regarding his/her actions. 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.

Construction Contract Administration and Observation Services – The PM will provide qualified inspection personnel (Resident Project Representative(s) (RPR)) who will be assigned to specific construction projects to observe and report on contractor compliance with construction documents. Resident Project Representative (RPR) is the PM's agent at the site, will act as directed by and under the supervision of the City, and will confer with the PM regarding RPR's actions. RPR's dealings in matters pertaining to the on-site work shall in general be with the PM and Contractor, keeping the City



advised as necessary. The assigned RPR will audit construction progress and is not expected to be able to observe all construction activities in multiple locations.

Office Engineering Site Visits – The PM’s office staff and engineers will make regular site visits to each contract to observe that the work is proceeding in accordance to the contract documents in accordance to 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 to 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 request 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
2. Deliverables may vary between construction projects
3. Project Plans for individual projects

Note: Processes and procedures developed under this task will be included in the Program Plan

Task 5 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. Construction oversight will be performed on two of the above projects and full-time management will occur one project only.
-



-
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 6 Maintenance Easement Review and Acquisition Services (PROJECT IMPLEMENTATION)

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.

Maintenance Easement Review - The outcome of this task is to identify locations for access from public right-of-way for construction and long-term maintenance, and extent 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 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. Concept maps for each project will be augmented to illustrate extent of easement needs for review by the City. It is anticipated one round of reviews will be conducted by City Staff.
- e. Easement acquisition costs will be estimated for each project.

Easement Acquisition Services – The PM will work with City staff in acquiring easements as outlined in the Project Concept Maps 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

The protocol to be used when obtaining easements for the City will be developed and included in the Program Plan as described in Part 3: Program Management and Other Services.

Task 6 Deliverables:

1. Project Concept Maps illustrating limits of easements
 2. Project Table indicating easement area to acquire and estimated costs
 3. A maximum seventy-five (75) draft and final easement/rights-of-way plans
 4. Meeting(s) with City staff and meeting minutes
-

Note: Processes and procedures developed under this task will be included in the Program Plan



Task 6 Expectations/Assumptions:

1. Up to 400 hours will be used to complete this task. Additional fee may be necessary as the City identifies areas where easement acquisitions are required throughout the contract period.
-

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 or 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 costlier than a proactive asset management program.

The tasks below provide the framework to develop a stormwater asset management program for the City of Columbia. It should be noted that all the tasks below do not have to be fully implemented to begin managing assets in a more proactive manner and, while some tasks need to be completed before others, not all tasks must be completed in the order shown below.

Scope of Work

Task 1 Goal Setting

(PROGRAM START-UP)

Prior to developing the CIP and Asset Management programs, it is important to clearly and succinctly identify the City's goals for the programs. Goals should match the City's mission, budget goals, and stakeholder expectations. The goals set during this process will set the direction for the remaining tasks in this scope of work.

The PM will gather and review stormwater related ordinances, the City budget ordinance, Columbia Water program goals, and other documents related to the City's overarching goals and vision. Using these documents, the PM will prepare a draft set of Stormwater CIP program and Asset Management program goals. The PM will then conduct a meeting with appropriate City staff (e.g., GIS, Streets, Utilities, etc.) to review and revise the goals.

Task 1 Deliverables:

1. Draft set of Stormwater CIP and Asset Management Program Goals
 2. Final set of Stormwater CIP and Asset Management Program Goals
 3. Meeting(s) with City staff and meeting minutes
-

An asset management program capable of supporting regulatory compliance, risk-based asset decision-making activities, and continuous operational improvement will provide significant value to the City. The City has already developed and implemented many foundational components, including a partial GIS-based asset inventory and associated asset information management systems (ArcGIS and Cityworks). The PM will leverage these existing data sets and systems to determine priority areas for data collection and implementation of asset management policies and practices. The PM will assist the City in further developing foundational components of the asset management system, including, but not limited to, asset management policy and strategies, asset information, asset information systems, and asset management decision support tools as described below.

Task 2 Asset Criticality

(PROGRAM START-UP)

Not all assets are created equal. Some are more critical than others. The industry defines critical assets as those that have an inherently high consequence of failure. For example, failure of a particular asset (or system of assets) that would cause loss of life, economic damage, or environmental damage may be considered a critical asset. Criticality is the product of an assets 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)).



Probability of Failure - Because a condition assessment of individual assets has not been conducted, The PM will utilize a simple surrogate for condition such as age of pipe to determine the probability of failure (POF). Each of the City's major watersheds (Broad River, Congaree River, Gills Creek, Lower Saluda River) will be further defined by identifying smaller subbasins. The sizes of the smaller basins will be determined in cooperation with the City and prior to prioritization. Subbasin size is generally determined by size, geometry, and location within the City considering project budgets and timelines for implementation.

The items below will be applied to each subbasin to aid in the prioritization for additional field inventory, condition assessment, and CIP prioritization.

1. Relative age of the system (as assigned to each subbasin with assistance from City staff)
2. Existing available maintenance records (Number of maintenance actions taken within a subbasin)

Using the two factors above, The PM will calculate a POF score for each subbasin for use in determining the final BRE score. 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.

Consequence of Failure – The PM will work with the City to develop a consequence of failure rating system for its physical stormwater assets. It will be a desktop exercise, using available mapping data and the institutional knowledge of the City's staff to develop a consequence of failure (COF) rating system for each asset. This rating system will then be applied on a subbasin basis to provide an initial COF score. Typical COF factors include the following:

1. Structural damage due to flooding
2. Blocked emergency access
3. Nuisance flooding
4. Environmental impacts (i.e. erosion, water quality impacts, etc.)
5. Inconvenience to citizens of repair and/or replacement
6. Relative financial impacts (residents/businesses)
7. Potential for loss of life

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.

Criticality Analysis – Using the POF and COF scores assigned to each subbasin, an initial calculation of BRE will be prepared and applied. The BRE score for each subbasin will then be used to prioritize subbasins for additional survey, condition assessment, and will be used in the CIP prioritization process. Other factors to be considered in the prioritization process may include; areas where inventory data exists, age of inventory data, presumed reliability/accuracy of existing data, and areas where projects have been identified for immediate implementation.

In future years 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.

It is anticipated that a minimum of three meetings with City staff will be required to develop the POF, COF, criticality analysis, and prioritization.

Task 2 Deliverables:

1. Assignment of Consequence of Failure (COF) to identified subbasins
 2. Assignment of Probability of Failure (POF) to identified subbasins
 3. Initial calculation of BRE and prioritization of subbasins for additional survey and condition assessment
 4. Guidance on developing and applying POF, COF, and BRE to individual assets
 5. Meeting(s) with City staff and meeting minutes
-



Task 2 Expectations/Assumptions:

4. Participate in discussions and development of COF and POF rating system. Provide all appropriate and available GIS data and maintenance records for the system.
 5. The PM will assign COF, POF, or BRE ratings to subbasins only. As individual asset data becomes available, the PM may assist with scoring of those assets as well, however, scoring of individual assets is not included in the fee estimate associated with this task.
-

Task 3 Inventory Assessment
(PROGRAM START-UP)

A comprehensive stormwater asset management program requires an accurate inventory of the City's physical stormwater assets. Best practices dictate that this inventory should be field captured using survey and other prescribed data collection techniques. Prior to the field captured / verified asset locations, other verified source records (as-built drawings, sub-division plats, aerial imagery, and others, etc.) may be used to develop an initial inventory. The PM will use inventory data obtained in the existing watershed studies, supplemented with the City's existing stormwater GIS database to create an initial asset inventory geodatabase compatible with Cityworks. The resultant asset inventory should be loaded into the City's existing ArcGIS geodatabase and should be the single system of record for maintaining and managing the City's physical stormwater infrastructure inventory.

Utilizing the BRE scores for each watershed and the inventory assessment, the PM will work with City stormwater management staff to identify and prioritize watersheds for further storm system conveyance inventory data collection.

The PM will review the existing stormwater geodatabase (consisting of stormwater outfalls, and system data) model and make recommendations for enhancements focused on improving the usefulness of the geospatial data to support stormwater asset management activities. Recommendations may include, but not be limited to, network connectivity improvements/modifications, feature/object modeling modifications, and enhanced feature attribution to define such elements as capacity, condition, and criticality. An appropriate data capture plan focused on closing all inventory gaps in a reasonable time period will be developed as part of this task.

The PM will develop a set of attribute fields for data to be collected for the system inventory that can be configured in Cityworks by the City. Once these attributes have been determined a data dictionary will be developed for use in data collection and management. This will define the level of accuracy required and the general means and methods to collect the information.

Task 3 Deliverables:

1. Identification of areas requiring additional survey data
 2. Recommendations for enhancements to the geospatial database
 3. Data collection protocols (i.e., list of needed attributes, data dictionary, and field data collection standards)
 4. Final Data Capture Plan
 5. Meeting(s) with City staff and meeting minutes
-

Task 3 Expectations/Assumptions:

2. Provide appropriate staff to help identify locations requiring survey data. Assistance may require several on-site meetings and/or field visits.
 3. The PM will not be providing configuration of the City's existing Cityworks system.
-

Task 4 Policy Development
(PROGRAM START-UP)

There are several policy statements that support an effective Asset Management program. These policies include; an overarching asset management, extents of service, and levels of service policies. 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 lie within road right-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 an 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, 1) inspect and clean the entire system over a five (5) year period, 2) replace 10% of the most critical assets each year, etc.

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

(PROJECT IMPLEMENTATION)

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 Condition Assessment Strategy

To properly inform the City's planned Operations & Maintenance (O&M) and Capital Improvement Planning (CIP) work processes, a thorough understanding of the stormwater infrastructure conditions must be developed and maintained over time. The PM will work with the City's stormwater staff to define and document appropriate asset condition inspection programs for each of the City's physical stormwater assets identified in the Extent of Service policy to include rating criteria and inspection frequencies.

First, an appropriate industry-standard asset condition-rating system will be determined for each of the major asset classes. There are several different industry standard condition scoring models for consideration, including the NASSCO PACP (Pipeline Assessment Certification Protocol) and MACP (Manhole Assessment Certification Protocol) rating systems. The PM will recommend an asset condition scoring model that includes both a structural condition score and an operational score for each of the assets identified in the Extent of Service policy.

The PM will then define an asset inspection program to be adopted by the City for implementation. The asset's structural and operational conditions should be scored based on the previously developed / adopted scoring system(s). Appropriate asset condition assessment protocols will be identified including techniques such as visual inspections, CCTV, and/or pole cameras (for pipes and manholes) and visual inspections for streams, ditches, open channels, and outfalls. Lastly, a condition assessment schedule will be developed (based on the O&M LOS) whereby each of the City's physical stormwater assets gets inspected and condition-rated on a regularly scheduled basis.

The PM will also make recommendations on the tools to be used to capture the condition ratings (GIS and/or Cityworks AMS for field inspections; commercial CCTV software for the PACP and MACP inspections data). The PM will also make recommendations on the Cityworks AMS inspections that should be configured to support real-time condition scoring of the assets.

Task 5.1 Deliverables:

1. Draft Condition Assessment Strategy document containing the following:
 - a. Scoring system for asset condition
 - b. General condition assessment protocols
 - c. Recommendations for data capture tools
 - d. Draft condition assessment schedule
 2. Final Condition Assessment Strategy document
 3. Meeting(s) with City staff and meeting minutes
-

Task 5.1 Expectations/Assumptions:

1. The PM will not procure or implement recommended data capture tools.
 2. Cityworks AMS configuration is not included in this scope of services.
-

Task 5.2 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 5.2 Deliverables:

1. Meeting(s) with City staff and meeting minutes
-

Task 5.3 *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 assets 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 5.3 Deliverables:

1. Draft Condition Assessment Strategy document containing the following:
 - a. Scoring system for asset condition
 - b. General condition assessment protocols
 - c. Recommendations for data capture tools
 - d. Draft condition assessment schedule
 2. Final Condition Assessment Strategy document
 3. One work session to review all three strategy documents
-

Task 6 **Field Data Collection Procedures**

(PROJECT IMPLEMENTATION)

This task includes the development of standard operating procedures for 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 *Inventory Pilot Data Collection for Man-made Systems*

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. 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:

1. Develop the method – 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. Submit SOP and database structure to City for review; refine and finalize based on comments from the City



4. Determine an appropriate 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

Since it is presently unknown which areas will require such information, this task include a designation fee amount for the collection of inventory data and the associated preparation to obtain the field data (See Fee Estimate).

Task 6.1 Deliverables:

1. Draft Inventory SOP and geodatabase structure
 2. Final Inventory SOP and geodatabase structure
 3. Identified pilot areas for inventory
 4. Mapping data from inventoried areas
 5. Meeting(s) with City staff and meeting minutes
-

Note: Processes and procedures developed under this task will be included in the Program Plan

Task 6.2 *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:

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. 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) – restoration needs and repeat inspection schedule and integrate the repeat inspections into the database for 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, stream restoration opportunities, and refine the database based on this pilot test
8. Review with the City, determine desired improvements to the SOP documentation and database structure and adjust

Task 6.2 Deliverables:

1. Stream Inventory SOP and geodatabase structure
2. Stream network reach ID structure in GIS
3. Stream inventory prioritization and desktop criticality analysis (this task will also be conducted along with efforts under Task 2)
4. Meeting(s) with City staff and meeting minutes



Note: Processes and procedures developed under this task will be included in the Program Plan

Task 6.2 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 6.3 *Field Data Collection and Data Management Training*

Field Data Collection Training - Upon completion of the data collection SOPs in Tasks 6.1 and 6.2 for the storm system inventory the PM will provide the necessary training to the appropriate City staff for SOP implementation. Data collection training will occur concurrently with the inventory work performed in Tasks 6.1 and 6.2.

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.

Task 6.3 Deliverables:

1. Field training on inventory data collection procedures
 2. On-site software training
-

Note: Processes and procedures developed under this task will be included in the Program Plan

Task 7 **Condition Assessment**

(PROJECT IMPLEMENTATION)

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 2. The PM team has the capabilities of providing visual assessments as well as performing CCTV documented assessments.

Based on the results of the criticality analysis and prioritization work under Task 2 of the scope, the City will identify areas where condition assessment is desired. Since it is presently unknown which areas will require such information, this task will include a designated fee amount for the collection of condition assessment data and the associated preparation to obtain the field data (See Fee Estimate). The PM will not proceed with any work associated with this effort without written authorization from the City.

Task 7 Deliverables:

1. Condition assessment scoring for all assets included in assessed areas
-

Task 8 **Asset Management Plan**

(PROJECT IMPLEMENTATION)

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 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 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

(PROGRAM START-UP)

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. 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.

Program Plan - Based on the information gathered during this meeting an overall Program Plan will be developed that will be used by the PM and subs to support existing City services. Additionally, individual projects may also require development of customized individual Project Plans. Some of the action items scheduled to be discussed during the meeting will include but may not be limited to:

1. **Communication, Decision Making and Reporting Protocol** - Communication, decision making and reporting protocol will be reviewed and commented on. Reporting formats to be used while implementing the various scope tasks will be discussed.
2. **Roles and Responsibilities** - Roles and responsibilities for both the City and the team will be established.
3. **Work Flow Diagram** - Any additions, deletions and other revisions to the Work Flow Diagram, as shown below, will be discussed and made as appropriate.
4. **Program Control Documents** – The PM will work with the City to identify and create appropriate program control documents such as forms, checklists, project logs, protocols and processes, procurement documents, standards for submittals, and project close-out forms.
5. **Budget and Project Tracking Protocol** - Budget and project tracking protocol will be established, per the City's needs. The PM typically uses Microsoft Project and customized spreadsheets for project and budget tracking, but we are familiar with a variety of systems and will use the City's preferred methods of tracking and reporting.

Information gathered during the meeting will be used to develop a draft Program Plan for review and comment by the City. A final plan will be developed and submitted to the City. The Program Plan may change from time to time and processes, protocols, and procedures are refined throughout the implementation of the project. Updated Program Plans will be submitted to the City as they are revised.

Task 1.1 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 (P3) Services

The City desires to investigate opportunities to initiate a P3 project 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. The PM will work with City Staff in understanding recent trends in using P3 for public infrastructure initiatives specifically for stormwater and other utility infrastructure, including the development of a Community-based P3 (CBP3) delivery model. Comparisons to other delivery methods will be conducted such as design-build (DB), design-bid-build (DBB), and construction manager at risk (CMAR).

Task 2.1 P3 Meeting

(PROGRAM START-UP)

The PM will conduct a meeting with City staff outlining various delivery methods comparing them to a P3 method. As part of the meeting, the PM will include the following:

- a. Presentation of CBP3 examining current programs in the Chesapeake Bay
- b. Compare CBP3 to DB, DBB, and CMAR
- c. Facilitate group discussion on alternative delivery applications to the Program, outlining advantages and disadvantages. Areas of focus will include design, permitting, easement acquisition, construction procurement, business inclusion, community outreach, and project success criteria.
- d. Consensus building for the development of a project evaluation strategy to be applied to current Program projects.

Task 2.1 Deliverables:

1. Meeting facilitation with City staff
 2. PowerPoint presentation
 3. Memo summarizing the outcome and decisions from the meeting
-

Note: Processes and procedures developed under this task will be included in the Program Plan

Task 2.2 P3 Evaluation Matrix

(PROGRAM START-UP)

The PM will perform an evaluation of the Program projects against the agreed upon evaluation strategy. The result of the evaluation will be a matrix summarizing the project's ability to achieve program goals utilizing the various delivery methods.

- a. Project data will be provided to the PM by the City for each project to be evaluated, including but not limited to project narrative, concept map illustrating geographical extent of improvements planned, existing GIS data representing planimetric, utility, parcel, and topographical data, and project cost estimate and data supporting cost estimate.
- b. It is assumed that up to 22 projects will be evaluated corresponding to the list of Bond projects.

Task 2.2 Deliverables:

1. Data Request Memo, and Data Evaluation Memo
 2. Project Evaluation Matrix
 3. Geodatabase containing data compiled for project evaluation
-

Note: Processes and procedures developed under this task will be included in the Program Plan



Task 2.3 *Individual Project P3 Implementation*

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 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. A more detailed scope and fee for this task will be prepared for City approval at the end of Task 2.2.

Task 2 Deliverables:

1. Work session with City staff
 2. Work session meeting minutes
 3. Technical Memo including Project Evaluation Matrix
 4. Establish P3 agreements on an individual project basis
-

Note: Processes and procedures developed under this task will be included in the Program Plan

Task 3 **Public Outreach Services**

Task 3.1 *Develop a Public Outreach/Public Involvement Communications Plan* (PROGRAM START-UP)

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 comments. A final plan will be drafted and submitted to the City.

Task 3.2 *Develop a Single Message and Logo for the Program* (PROGRAM START-UP)

In collaboration with City staff, the PM will develop a complimentary logo or visual image for the Program. The logo will serve as a basis for creating instant recognition in electronic and print communications. The development of the logo will be a collaborative process to ensure that the image is positive and represents the ongoing progress of the Program implementation effort for stakeholders as well as the general public. The logo will be used on all project related signage to keep the public aware of the progress of the Program. A logo will be developed and submitted to the City for review and comments. Based on the comments, revisions will be made to the logo and submitted to the City for approval.

Task 3.3 *Development of the Program Web Page* (PROGRAM START-UP)

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 3.4 *Public Impact of individual Stormwater Projects* (PROJECT IMPLEMENTATION)

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 3.5 *List of Key Stormwater Program Stakeholders* **(PROJECT IMPLEMENTATION)**

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 3.6 *Project Related Public Outreach/Involvement Plans* **(PROJECT IMPLEMENTATION)**

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 3.7 *Community Meeting Facilitation* **(PROJECT IMPLEMENTATION)**

At the request of the City, the PM will facilitate public meetings for individual design and construction projects. This can 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. Assist 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
-

Note: Processes and procedures developed under this task will be included in the Program Plan

Task 3 Expectations/Assumptions:

1. Fees for Tasks 3.4, 3.6, and 3.7 are based on the assumption that the City will issue the PM three (3) construction projects (\$1M, \$0.5M, and \$0.1M) to manage through December 31, 2018. No public outreach services will be performed on one (1) of the projects listed above.
 2. Fee estimate will change if the City desires the PM to perform all or parts of these tasks on additional projects.
-

Task 4 **Project Administration** **(PROJECT IMPLEMENTATION)**

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.

Bi-monthly Status Meetings - Monthly status meetings shall be held by the City's Project Manager and the PM twice per month (twice per month) during the Project. Items discussed during the bi-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 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.

Monthly Status Reports - The PM shall prepare monthly status reports and deliver the reports to the City's Project Manager a minimum of three (3) business days prior to the monthly status meeting or by the last working day of the month, if a meeting is not held. The status report shall summarize work completed, percent complete to date for the schedule and budget, the work scheduled to be completed for the upcoming month, and identify any outstanding issues or decisions that must be resolved by City staff or the project team. The City will provide the PM with a standard format for the progress report. At the request of the City's Project Manager, the Engineer shall make all plans and Project work available for review and examination by City staff.

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 2018/2019 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 2018/2019 fiscal year. The work plan will span from **January 1, 2018 through December 31, 2019** and will include a detailed 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

(PROJECT IMPLEMENTATION)

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.



Fee Estimate / Project Schedule

Task	Fee Estimate	Approximate Schedule
Part 1: Capital Improvement Project (CIP) Services		
Task 1 Project Prioritization / Identification	\$39,164	Part 3, Task 1 through June 30
Task 2 Concept Plan Development	\$49,735	As Required
Task 3 Construction Plan Review and Approval	\$79,785	As Required
Task 4 Project Permitting	\$69,000	As Required
Task 5 Construction Administration/Inspections/Project Closeout	\$399,337	As Required
Task 6 Maintenance Easement Review and Acquisition Services	\$19,154	As Required
Part 1 Total Fee/Schedule:	\$656,175	See Above
Part 2: Asset Management Program Services		
Task 1 Goal Setting	\$8,622	Part 3, Task 1 + 10 days
Task 2 Asset Criticality	\$24,540	Part 2, Task 1 through August 31
Task 3 Inventory Assessment	\$14,890	Part 2, Task 1 through August 31
Task 4 Policy Development	\$14,340	Part 2, Task 1 through August 31
Task 5 Strategy Documents	TBD	---
Task 6 Field Data Collection Procedures	TBD	---
Task 7 Condition Assessment	TBD	---
Task 8 Asset Management Plan	TBD	---
Part 2 Total Fee/Schedule:	\$62,392	NTP+10 days through August 31
Part 3: Program Management and Other Services		
Task 1 Kickoff Meeting and Program Plan Development	\$70,672	NTP + 10 days
Task 2 Public / Private Project (P3) Services	\$62,360	Part 3, Task 1 through June 30
Task 3 Public Outreach Services	\$57,624	Part 3, Task 1 through December 31
Task 4 Project Administration	\$92,700	NTP through December 31
Task 5 Other Duties as Assigned	TBD	---
Part 3 Total Fee/Schedule:	\$283,356	NTP through December 31
Reimbursable Expense:	\$13,192	---
Total Fee/Schedule:	\$1,015,115	NTP through December 31

Note: Days refer to working days. NTP =Notice to Proceed. Expenses requiring reimbursement will include but are not limited to mileage and meeting supplies.

RFQ005-17-18-SL

Program Management Services for Stormwater Bond

Exhibit B – Labor Rates

This is to be submitted in a separate sealed envelope.

Firm Name: Woolpert, Inc.

Please provide Hourly Rates for all labor categories of personnel expected to be assigned to the project.

Principal Description: >30 years, PE, maintains client relationship	\$ <u>265</u> /hour
Project Director Description: >30 years, PE, provides overall project direction and meeting QA/QC standards	\$ <u>210</u> /hour
Project Manager Description: >15 years, PE, responsible for project planning, scheduling, budgeting, reporting, and deliverables	\$ <u>175</u> /hour
Senior Professional Engineer Description: >10 years, PE, provides expertise and coordinates the technical execution of specific job tasks	\$ <u>135</u> /hour
Professional Engineer Description: >5 years, PE, interprets, organizes and executes specific job assignments	\$ <u>125</u> /hour
Engineer Description: <5 years, PE, interprets, organizes and executes specific job assignments	\$ <u>115</u> /hour
Junior Professional Engineer Description: <5 years, performs engineering computation, prepares reports, conducts evaluations, design analyses, and design development	\$ <u>100</u> /hour
Environmental Scientist Description: >5 years, provides technical support in the areas of regulatory compliance, environmental sciences, and planning and supervision	\$ <u>95</u> /hour
Technician Description: >5 years, performing basic tasks associated with data collection, field sampling, data analysis, and report writing	\$ <u>80</u> /hour
GIS Analyst Description: >10 years, GISP, responsible for designing, developing, implementing, and addressing GIS system requirements	\$ <u>150</u> /hour
Business Manager Description: >15 years, provides administrative support to management and staff, invoicing, tracking of program finances	\$ <u>85</u> /hour
Intern Description: <2 years, performs simple engineering project tasks	\$ <u>60</u> /hour

Firm Name: HDR, Inc.

Senior Technical Specialist Description: 33 years, PE, National Stormwater Practice Leader, Green Infrastructure Planning/Design/Construction, CBP3 Program Management	\$ <u>250</u> /hour
Senior Engineer Description: 15 years, PE, Water Quality Modeling and BMP Design, MS4 Program Management	\$ <u>168</u> /hour
Senior Project Manager Description: 17 years, PE, CFM, BSCE, MS, Roadway and Drainage Engineering Design, and FEMA floodplain modeling/permitting	\$ <u>200</u> /hour
Senior ROW Agent Description: 10 years, BSCE, EI, Real Estate License, Notary, ROW Services Manager	\$ <u>140</u> /hour
ROW Agent Description: 28 years, BA, MPA, Real Estate License, Notary, Property Appraisal, and ROW Negotiation and Acquisition Experience	\$ <u>120</u> /hour
Public Outreach Specialist Description: >13 years, BA, MPA, Strategic Communication and Public Involvement Specialist	\$ <u>130</u> /hour
Senior Construction Manager Description: 21 years, PE, BSCE, Senior CM Lead, Water Utility Construction	\$ <u>195</u> /hour
Construction Manager Description: 6 years, PE, BSCE, MS, Design and Construction Administration of public water, wastewater, and stormwater projects.	\$ <u>135</u> /hour

Firm Name: 4D Engineering

Professional Engineer Description: Licensed PE with at least 4 years of experience	\$ <u>125</u> /hour
Program Manager Description: Project Manager with over 12 years of experience	\$ <u>165</u> /hour
Staff Engineer Description: Prepares design drawings, engineering calculations, cost estimates, and specifications	\$ <u>110</u> /hour
CAD Technician Description: Prepares plans and maps with AutoCAD and GIS Software	\$ <u>90</u> /hour
Construction Administrator Description: Provides on-site construction observation and support during construction	\$ <u>105</u> /hour
Senior CAD Technician Description: CAD Technician with over 12 years of experience	\$ <u>115</u> /hour
Principal Description: A leader who has ownership in the company	\$ <u>195</u> /hour

Firm Name: **Chao & Associates**

Principal Description: PE, maintains client relationship	\$ <u>210</u> /hour
Senior Associate Description: PE, provides overall project direction and meeting QA/QC standards	\$ <u>170</u> /hour
Project Manager Description: PE, responsible for project planning, scheduling, budgeting, reporting, and deliverables	\$ <u>160</u> /hour
Project Engineer Description: PE, provides expertise and coordinates the technical execution of specific job tasks	\$ <u>160</u> /hour
Engineer Description: PE, interprets, organizes and executes specific job assignments	\$ <u>140</u> /hour
Senior CAD Technician Description: Prepares plans and maps with AutoCAD and GIS Software	\$ <u>100</u> /hour
Designer Description: Prepares design drawings, engineering calculations, cost estimates, and specifications	\$ <u>100</u> /hour
Drafter Description: Prepares plans and maps	\$ <u>80</u> /hour
Clerk Description: Assists with preparation of documents, invoices, etc.	\$ <u>60</u> /hour
Registered Surveyor Description: Professional Land Surveyor, >5 years experience	\$ <u>95</u> /hour
Two Man Station Description: Two person survey crew utilizing total station equipment	\$ <u>120</u> /hour
Two Man Station w/Robotic Description: Two person survey crew utilizing robotic survey equipment	\$ <u>130</u> /hour
Three Man Station Description: Three person survey crew utilizing total station equipment	\$ <u>140</u> /hour

Firm Name: **PJ Noble & Associates, Inc.**

President/CEO-Program Manager-Public Involvement Description: >30 years, City and urban planning	\$ <u>200</u> /hour Description:
Director Public Relations Description: >25 years, experience and degree in communications	\$ <u>168</u> /hour
Senior Community Relations Consultant Description: >25 years, experience and degree in conflict management	\$ <u>154</u> /hour
Multimedia Designer/Web Developer Description: >13 years, produces multimedia files and develops websites	\$ <u>145</u> /hour
Senior Administrative Support Description: >10 years, provides administrative support to management and staff	\$ <u>70</u> /hour

Firm Name: **WE3 Consultants, LLC**

Principal Description: A leader who has ownership in the company	\$ <u>150</u> /hour Description:
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RFQ005-17-18-SL
Program Management Services for Stormwater Bond

EXHIBIT C –SMALL, MINORITY, WOMEN-OWNED BUSINESS OBJECTIVES INCLUDING LABOR SURPLUS UTILIZATION PLAN

INSTRUCTIONS: This form must be submitted with any bid, proposal, or proposed negotiated contract or within a reasonable time thereafter, but prior to contract award. This Utilization Plan must contain a detailed description of the supplies and/or services to be provided by each certified Small, Minority and Women-owned Business Enterprise (SMWBE) under the contract. This form includes federally required Labor Surplus Utilization efforts. Attach additional sheets if necessary.

If you are a SBE, MBE WBE, or other type of disadvantaged business enterprise, please check one of the following boxes:

SBE ☐ MBE ☐ WBE ☐ Other _____

1. In the spaces below, report the anticipated percentage of work that you intend to subcontract to each business type if a contract or agreement is awarded to your firm. (If you do not intend to subcontract any work to others, even if you are a S/M/WBE, put zeros in the spaces below).

	<u>Total Contract %</u>		<u>First Contract Year %</u>	
Total SBE Participation Percentage to be subcontracted:	0.5	%	0.5	%
Total MBE Participation Percentage to be subcontracted:	12	%	24	%
Total WBE Participation Percentage to be subcontracted:	12.5	%	18	%
Total Other DBE Participation Percentage to be subcontracted:	0	%	0	%
CDBE Participation Percentage to be subcontracted (Sum of Above):	25	%	42.5	%

2. If you are not a SBE, MBE, or WBE and you do not plan to utilize such firms in this agreement, please state your reasons and use an additional page if needed:

RFQ005-17-18-SL

Program Management Services for Stormwater Bond

LABOR SURPLUS UTILIZATION PLAN

In accordance with federal requirements, the City also encourages the use of firms located in labor Surplus areas. A Labor Surplus area is an area designated by the Secretary of Labor as having concentrated unemployment or underemployment in comparison with other areas. Used as one of the criteria for designating economically disadvantaged vendors/suppliers.

If your business is located in a labor surplus area, please check here: ☐

Define the LSA here _____

The City anticipates that this effort will be continued to the maximum extent practicable throughout the life of the contract or agreement. Any changes or modification to the contract/ agreement will include, at a minimum the same proposed goals included in the negotiated agreement/contract.

The goals provided by the Successful Respondent shall be incorporated into the final contractual agreement between the parties or as amended through final contract negotiations.

By submitting this Exhibit, the respondent certifies he/she is an authorized representative of the company, understands and will comply with all requirements herein in any awarded action.

K. Flint Holbrook
Signature

K. Flint Holbrook
(Print Name)

November 2, 2017
Date

Woolpert, Inc.
Business Name

RFQ005-17-18-SL

Program Management Services for Stormwater Bond

EXHIBIT D –SUBCONSULTANT BUSINESS INFORMATION RECORD**Business Information Record for Subconsultants/Subcontractors**

The Bidder shall list all subcontractors and vendors, who will be providing subcontracting services, furnishing materials, etc. for this project. The list shall be submitted in the format provided below. Any proposed changes from the list shall be submitted in writing to the Owner prior to initiation of any action, with the reason for proposed changes.

Project: Program Management Services for Stormwater Bond

MUST BE TYPED AND REFLECT ONLY THOSE PROVIDING A SERVICE “NO LINE STRIKE THROUGH”

Business Name (as shown in SAM.gov) / Address / DUNS # & CAGE #	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
Chao & Associates 7 Clusters Court Columbia, SC 29201 DUNS: 189168735 CAGE: 3HMY5	Gerald Lee 803.772.8420	Engineering, Inventory and Mapping, Easement/RoW, Construction Management Services	*\$166,242	16 %	MBE	Yes
PJ Nobles & Associates 2711 Middleburg Drive, Ste 106 Columbia, SC 29204	Patrick Noble 803.256.5026	Public Meetings and Outreach	*\$76,406	8 %	MBE	Yes
4D Engineering 603 South Lake Drive Lexington, SC 29072 DUNS: 078730532 CAGE: 6UC92	Charlie Deep 803.356.0909	Site Design/Construction Management Services	*\$182,085	18 %	WBE	Yes
HDR, Inc. 1122 Lady Street, Ste 1100 Columbia, SC 29201 DUNS: 187294624 CAGE: 1EHX1	Ron Geiger 704.338.6825	Public Outreach, Easement/RoW, LID/ GSI Design and Evaluation, Public- Private Partnerships	*\$93,660	9 %		
WE3 Consultants LLC 651 Brushy Ford Road Saluda, SC 29138	Bill Spearman 803.727.0600	Public-Private Partnership Public Meetings and Outreach	*\$3,900	~0.4 %	SBE	Applied For

*Some costs of services and percentages of agreement may be determined on a per project basis and may change during project **TOTAL: \$ 522,293** 51% (MBE, WBE, SBE = 42%)

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

Business Name: Woolpert, Inc.

Representative Name / Title: K. Flint, Holbrook/Senior Vice President

Date: November 2, 2017

Woolpert, Inc.
Page 15 of 15

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 Agreement No. _____ ("Agreement"):

1. _____ Subcontractors, 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 subcontractors 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 subcontractor who satisfactorily completed its portion of the contract work, including punch list items, were paid to the subcontractor(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 for Construction.

Attach a copy of the written approval from the Department of _____.

Company Name

Signature

Print Name

Date: _____

Subscribed and sworn to before me this _____ day of _____, 20____.

Notary Public



We Are Columbia

MEETING DATE: March 20, 2018

DEPARTMENT: Legal Department

FROM: *Shari Ardis, Legal Office Manager*

SUBJECT: Ordinance No.: 2017-086 - A Third Supplemental Ordinance Providing for the Issuance and Sale of City of Columbia, South Carolina Parking Facilities Refunding Revenue Bonds, in one or more series, in the Principal Amount of not Exceeding \$45,000,000; Delegating the Authority to the Mayor, City Manager and 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

PURPOSE: First reading approval was given on October 17, 2017.

FINANCIAL IMPACT:

STRATEGIC GOALS: Provide high quality municipal services

ATTACHMENTS:

- **#a:**
_____Ordinance_2017_086_Third_Supplemental_Ordinance_(Columbia_Parking_2017)
)#1201965_v8_ (PDF)

HISTORY:

10/17/17

Columbia City Council

APPROVED ON FIRST READING

CITY OF COLUMBIA, SOUTH CAROLINA

THIRD SUPPLEMENTAL ORDINANCE NO.: 2017-086

A THIRD SUPPLEMENTAL ORDINANCE PROVIDING FOR THE ISSUANCE AND SALE OF CITY OF COLUMBIA, SOUTH CAROLINA, PARKING FACILITIES REFUNDING REVENUE BONDS, IN ONE OR MORE SERIES, IN THE PRINCIPAL AMOUNT OF NOT EXCEEDING \$45,000,000; DELEGATING THE AUTHORITY TO THE MAYOR, CITY MANAGER, AND 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: _____, 2018

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 General Bond Ordinance No. 2005-119 (the “General Bond Ordinance”) enacted by the City Council (the “Council”) on November 2, 2005 (such General Bond Ordinance as from time to time amended or supplemented by Supplemental Ordinances being defined in the General Bond Ordinance as the “Ordinance”) (except as herein otherwise expressly provided or unless the context otherwise requires), shall for all purposes of this Third Supplemental Ordinance have the respective meanings given to them in the Ordinance and in Section 1 hereof.

“Bonds of 2005A” shall mean the City’s \$39,895,000 original principal amount Parking Facilities Revenue Bonds, Series 2005A, which are Outstanding as of the date of this Third Supplemental Ordinance in the amount of \$28,170,000.

“Bond of 2014” shall mean the City’s \$12,210,000 original principal amount Parking Facilities Refunding Revenue Bond, Series 2014, which is Outstanding as of the date of this Third Supplemental Ordinance in the amount of \$10,170,000.

“Bond Insurer” shall mean the issuer of the Insurance Policy (if any) for one or more Series of the New Bonds, or a Surety Bond (if any) to satisfy the Series Reserve Requirement for one or more Series of the New Bonds.

“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.

“Bonds to be Refunded” shall mean all or a portion of the Bonds of 2005A and the Bond of 2014, or a combination thereof, 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, to be refinanced with a Series of the New Bonds.

“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 New Bond certificates in fully registered form are registered only in the name of a Depository or its nominee as Holder, with the physical New 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.

“Code” shall mean the Internal Revenue Code of 1986, as amended.

“Custodian” shall mean the bank, depository or trust company selected by the City as custodian of the Series Costs of Issuance Account.

“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 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 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.

“Escrow Agent” shall mean The Bank of New York Mellon Trust Company, N.A., in its capacity as Paying Agent for the Bonds to be Refunded.

“Escrow Agreement” shall mean, collectively, one or more Escrow Deposit Agreements dated the date of its respective execution between the City and the Escrow Agent.

“Escrow Fund” shall mean, collectively, the funds of that name created pursuant to the Escrow Agreement.

“First Supplemental Ordinance” shall mean Ordinance No. 2005-118 enacted by the Council on November 9, 2005.

“General Bond Ordinance” shall mean Ordinance No. 2005-119 of the Council of the City enacted on November 9, 2005.

“Initial Bonds” shall mean the New Bonds initially issued in Book-Entry Form as provided in Section 4 hereof.

“Insurance Policy” shall mean the municipal bond insurance policy issued by the Bond Insurer (if any) guaranteeing the scheduled payment of principal and interest on a Series of the New Bonds.

“Insurer Default” shall mean there shall exist a default in the payment by the Bond Insurer of principal of or any interest on any New Bond when required to be made by the applicable Insurance Policy or Surety Bond.

“Interest Payment Date” shall mean any February 1 and August 1 of each year, commencing August 1, 2018, or such other date 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.

“Letter of Credit” shall mean, subject to Section 10 hereof, a letter of credit (if any) issued by a bank or other financial institution satisfactory to the City simultaneously with the issuance of the New Bonds, to satisfy all or a portion of the Series Reserve Fund Requirement (if

any).

“New Bonds” shall mean the City of Columbia, South Carolina, Parking System Refunding Revenue Bonds, issuable in one or more series, in the aggregate principal amount of not exceeding \$45,000,000 authorized to be issued hereunder.

“Participant” shall mean 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” shall mean the bank 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, pursuant to Section 10 hereof, to serve as Paying Agent for the New Bonds.

“Principal Payment Date” shall have the meaning given to such term in Section 3(a) relating to the New Bonds.

“Registrar” shall mean the bank 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, pursuant to Section 10 hereof, to serve as Registrar for the New Bonds.

“Second Supplemental Ordinance” shall mean Second Supplemental Ordinance No. 2014-053 enacted by the Council on October 21, 2014.

“Series Costs of Issuance Account” shall mean one or more accounts 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 Issuance applicable to such Series of New Bonds. Pursuant to Section 13, each Series Costs of Issuance Account 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.

“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.

“Surety Bond” shall mean a debt service reserve fund policy (if any) issued by a bond insurer satisfactory to the City simultaneously with the issuance of the New Bonds, to satisfy all or a portion of the Series Reserve Fund Requirement (if any).

Section 2. Certain Findings and Determinations.

The City hereby finds and determines:

(a) This Third 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) The Net Revenues pledged under the Ordinance are not presently encumbered by any lien and charge thereon or pledge thereof, other than (i) the lien and charge thereon and pledge thereof created by the Ordinance and the First Supplemental Ordinance for payment and security of the Bonds of 2005A, (ii) the lien and charge thereon and pledge thereof created by the Ordinance and the Second Supplemental Ordinance for payment and security of the Bond of 2014, and (iii) the lien and charge thereon and pledge thereof created by the Ordinance and this Third Supplemental Ordinance for payment and security of the New Bonds.

(d) There does not exist an Event of Default, nor does there exist any condition which, after the passage of time or the giving of notice, or both, would constitute such Event of Default.

(e) The period of usefulness of the Facilities is in excess of 40 years from the date hereof. The estimated cost of refunding the Bonds to be Refunded (exclusive of the cost of any yield maintenance payment or other prepayment premium) is approximately \$38,879,910, assuming all of the Bonds to be Refunded are redeemed on June 1, 2018.

(f) 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, funding a Debt Service Reserve Fund with respect thereto and paying Cost of Issuance related thereto; provided that (i) the aggregate 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 aggregate Debt Service of all Bonds not then refunded and the Bonds to be refunded; or (ii) the requirements of parts (A), (B), (C) and (E) of Section 3.3 of the General Bond Ordinance are met with respect to the refunding Bonds. 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*.

(g) 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 Paying Agent 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.

(h) 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 into the Series Debt Service Reserve Fund, with the provision of a Letter of Credit or Surety Bond or any combination of the foregoing, in each case for the benefit of the holders of the New Bonds.

(i) The New Bonds are being issued to provide funds, together with other available amounts, for the purposes of (i) refunding the Bonds to be Refunded; (ii) funding the Series Debt Service Reserve Fund (if any) in an amount equal to the Series Reserve Fund Requirement (if any) through the deposit of cash, the provision of a Letter of Credit or Surety Bond or any combination thereof; and (iii) paying the Costs of Issuance of the New Bonds.

(j) It is necessary and in the best interest of the City to undertake the refunding of the Bonds to be Refunded and to issue the New Bonds in the principal amount of not exceeding \$45,000,000 in accordance with the Act, the General Bond Ordinance and this Third Supplemental Ordinance for the purposes set forth above.

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, Parking Facilities Refunding Revenue Bonds, Series (year) [including such further words, numbers or letters as may be necessary or desirable to identify individual series thereof or the taxable status thereof]” (collectively, the “New Bonds”) in the aggregate principal amount of not exceeding \$45,000,000. The proceeds of the New Bonds shall be used for the purposes set forth in Section 2(i) hereof.

Unless otherwise determined by the City Manager pursuant to Section 11 hereof, the New Bonds shall mature on February 1 in each of the years (the “Principal Payment Date”) and in the principal amounts, and bear interest at the rates per annum (calculated on the basis of a 360-day year 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 of a particular Series 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 of a particular Series 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 of a particular Series 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 mandatory redemption obligations in chronological order or such other order as directed in writing by the City to the Registrar, and the principal amount of the applicable Series of New Bonds to be redeemed by operation of the mandatory redemption requirement shall be accordingly reduced.

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.

(c) The New Bonds shall originally be dated the date of their delivery, 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 New Bonds in the denominations of \$5,000 and integral multiples of \$5,000, or such other denomination 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. The New Bonds shall be numbered and lettered in such a fashion as to maintain a proper record thereof.

(d) 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 semiannually on February 1 and August 1 of each year commencing August 1, 2018, 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 (the "Interest Payment Dates"), 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 Registrar, as of the close of business on the Record Date, or, 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.

(e) 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, 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 Third Supplemental Ordinance.

(f) A copy of the approving opinion to be rendered on the New Bonds shall be attached to the back of each New Bonds, 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 is a true and correct copy of the respective approving opinions of McNair Law Firm, P.A., 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.

CITY OF COLUMBIA, SOUTH CAROLINA

By: _____
Clerk

Section 4. Book-Entry System; Recording and Transfer of Ownership of the New Bonds.

All or a portion of any Series 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, may be issued as Initial Bonds, in which event the remainder of this Section 4 shall apply to such Series 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 New 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 such Series of the New Bonds issued as such, or one bond for each of the maturities thereof, all 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 Third 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: (1) payment of the principal of, interest or premium, if any, on the New Bonds; (2) giving any notice permitted or required to be given to Bondholders under the General Bond Ordinance or this Third Supplemental Ordinance; (3) registering the transfer of the New Bonds; (4) obtaining any consent or other action to be taken by Bondholders; and (5) 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 or 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 series, 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 denominations; 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, as a 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 Bond 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 Facilities in accordance with the provisions of the Ordinance including this Third Supplemental 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 Facilities as are hereby pledged to the payment thereof.

No recourse shall be had for the payment of the New Bonds, or the interest thereon, or any part thereof, against the general fund of the City, nor shall the credit or taxing powers of the City be deemed to be pledged to the payment of the principal of and interest on the New Bonds. The full faith, credit and taxing powers of the State of South Carolina or of the City are not pledged to the payment of the principal of or the interest on the New Bonds, and the New Bonds shall never constitute an indebtedness of the City within the meaning of any State constitutional provision (other than Article X, Section 14, Paragraph 10, of the South Carolina constitutional provision authorizing obligations payable solely from special sources not involving revenues from any tax or license) or statutory limitation.

Section 7. Establishment of Series Debt Service Fund. In accordance with Section 6.5 of the General Bond Ordinance, the Series Debt Service Fund is hereby established and held by the City on the date of the original delivery of the New Bonds 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.

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 of the applicable 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 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, with the provision of a Letter of Credit or Surety Bond or any combination of the foregoing, in each case for the benefit of the Holders of the applicable Series of the New Bonds.

Section 9. Authorization to Effect Refunding; Redemption of the Bonds to be Refunded. The Mayor, the City Manager and the Assistant City Manager for Finance and Economic Services, or any two of them acting together, are hereby authorized and directed for and on behalf of the City to take such actions, including but not limited to the execution by the Mayor and the City Manager, or either of them acting alone, of the Escrow Agreement or other agreements, the giving of any such directions to the paying agent and/or registrar of the Bond to be Refunded calling all or a portion of the Bonds to be Refunded for redemption on one or more dates or other directions as shall be necessary to carry out the provisions of this Third Supplemental Ordinance, and the payment (if necessary) of any yield maintenance payments or prepayment premiums required to be made on or prior to the issuance of the New Bonds. If executed, the Escrow 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 with respect to the Bonds to be Refunded and other funds of the City, shall be used to refinance the Bonds to be Refunded (including the reimbursement to the City for any payment (if necessary) of any yield maintenance payments or prepayment premiums required to be made on or prior to the issuance of the New Bonds) or, if applicable, be deposited with the Escrow Agent and held by it under the Escrow

Agreement and in the Escrow Fund. Subject to the terms of the Escrow 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 Escrow 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 Escrow Agreement, including but not limited to the preparation and dissemination of bid specifications and subscription documents and the execution of directions to purchase such Government Obligations.

Section 10. Designation of Registrar and Paying Agent. 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 designate and appoint one or more banks or financial institutions to serve as Registrar and Paying Agent for the New Bonds and, if in the interest of the City with the advice of counsel, to replace the Trustee with a different bank or financial institution meeting the eligibility criteria set forth in the General Bond Ordinance (and take steps to designate and appoint such other bank or financial institution). The Registrar and Paying Agent shall signify their acceptance of their respective duties upon delivery of the New Bonds.

Section 11. Sale and Issuance of New Bonds.

(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 undertake any one or more of the following actions: (a) determine the original issue dates of each Series of the New Bonds; (b) determine the aggregate principal amount of the New Bonds, if less than authorized by this Third Supplemental Ordinance, and each Series thereof (including the portions thereof to be issued on a taxable or tax-exempt basis), and authorized denominations thereof; (c) determine the principal amount of each maturity of each Series of the New Bonds; (d) determine the Interest Payment Dates, including the initial Interest Payment Dates, and the Principal Payment Dates for each Series of the New Bonds; (e) determine the optional redemption dates and terms of redemption of each Series of the New Bonds; (f) determine the interest rates for each Series of the New Bonds; (g) determine the New Bonds to be subject to mandatory and optional redemption; (h) determine the redemption prices of the New Bonds subject to optional redemption; (i) determine whether the Series Debt Service Reserve Fund will be established with regard to each Series of New Bonds and, if so, the method of funding and amount of the applicable Series Reserve Fund Requirement; (j) determine whether each Series of the New Bonds will be sold directly by the City or on its behalf through one or more placement agents or underwriters, and designating the banks or financial institutions which will serve in such capacities; (k) determine whether such Series of the New Bonds will be issued as Initial Bonds; (l) determine any original issue discount or original issue premium at which each Series of the New Bonds will be sold, and whether any underwriter's discount or other fee will be paid to the placement agents (if any) of the New Bonds; and (m) agree to any other terms, provisions and matters necessary or advisable to effect the issuance of each Series of the New Bonds.

(b) Each Series of the New Bonds shall either be sold in a public offering, following a private sale to one or more underwriters, or to one or more purchasers in a private offering or private placement transaction, and such private sale or placement may be conducted directly by the City or with the assistance of one or more placement agents, as the case may be, all 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(a) hereof). In connection with a public offering, the City hereby finds and determines that the hereinafter-defined Bond Purchase Agreement to be dated the date of its execution, for the purchase by one or more underwriters of all or a portion (if any) of each Series of the New Bonds is fair and reasonable and in the best interest of the City; that, if executed, the New Bonds contemplated by the Bond Purchase Agreement shall be sold to one or more underwriters upon the terms and conditions set forth in the Bond Purchase Agreement 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 Agreement by the City will be met prior to the City's execution thereof. The Mayor and the City Manager, or either of them acting alone, are hereby authorized and directed to execute and deliver a Bond Purchase Agreement relating to each Series of the New Bonds (each, a "Bond Purchase Agreement"), in substantially the form attached hereto as Exhibit B, with such modifications as the Mayor and the City Manager, or either of them acting alone, approves, his execution and delivery of the Bond Purchase Agreement constituting conclusive evidence of approval of the matters therein contained; together with such amendments and modifications to the Bond Purchase Agreement as the Mayor and the City Manager, or either of them acting alone, shall negotiate and approve, his execution and delivery of such amendments or modifications constituting conclusive evidence of approval of the matters therein contained. Notwithstanding the foregoing, the Mayor and the City Manager, or either of them acting alone, are hereby authorized to take all actions, including the preparation and dissemination of requests for proposals and the preparation, publication and/or distribution of information, offering documents or private placement memoranda (which may be in the respective forms of the Bond Purchase Agreement and/or hereinafter defined Preliminary Official Statement, as applicable, together with such amendments and modifications as may be approved by the Mayor and the City Manager, or either of them acting alone), all relating to the City, each Series of the New Bonds and the Net Revenues of the Facilities, to solicit interest and receive offers from financial institutions and institutional investors, whether directly or through one or more placement agents, to purchase one or more Series of the New Bonds in a private offering, and to accept such offer which is in the best interest of the City and execute such documents as may be necessary in connection therewith.

(c) 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 to prepare a Preliminary Official Statement, relating to a public offering of each Series of the New Bonds, in substantially the form attached hereto as Exhibit C, with such modifications as the Mayor, the City Manager and the Assistant City Manager for Finance and Economic Services, or any two of them acting together, approves (each, a "Preliminary Official Statement"); and to take such actions necessary to "deem final" the Preliminary Official Statement for purposes of Rule 15c2-12 promulgated by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as amended.

(d) The Council hereby authorizes the Final Official Statement of the City to be

dated on or about the date of the execution and delivery of the Bond Purchase Agreement, relating to each Series of the Bonds substantially in the form of the Preliminary Official Statement, with such modifications as the Mayor, the City Manager and the Assistant City Manager for Finance and Economic Services, or any two of them acting together, approves; the Mayor and the City Manager, or either of them acting alone, are hereby authorized and directed to execute copies of the Final Official Statement and deliver the same to one or more underwriters, which execution and delivery shall be conclusive evidence of the approval of any such modifications; and the Council hereby authorizes the use of the Preliminary Official Statement and Final Official Statement and the information contained therein in connection with the public offering and sale of each Series of the New Bonds by one or more underwriters.

(e) A copy of this Third Supplemental Ordinance shall be filed with the minutes of the meeting of Council at which this Third Supplemental Ordinance was enacted.

(f) The Council hereby ratifies, confirms and approves the actions of the Mayor, the City Manager and the Assistant City Manager for Finance and Economic Services heretofore undertaken with regard to applications for bond insurance, 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 further authorizes and empowers the Mayor and the City Manager, or either of them acting alone, 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 Third Supplemental Ordinance as if fully set forth herein.

(g) 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 investment agreements, forward delivery agreements, repurchase agreements and other agreements in connection with the New Bonds, and to prepare and solicit bids for providers of such agreements and the Council hereby authorizes the Mayor and the City Manager, or either of them acting alone, to execute, in the name and on behalf of the City, and deliver any of the above-described agreements and written confirmations or other documents related or contemplated thereby as may be necessary in connection therewith.

Section 12. Disposition of Proceeds of New Bonds. The proceeds derived from the sale of the New Bonds, net of any original issue discount or original issue premium or both, underwriters' discount or bank fees (if any), plus accrued interest, if any, on the New Bonds, shall be deposited with the City and used for the following purposes:

(a) An amount equal to the interest accrued, if any, upon the New Bonds from the date thereof to the date of delivery thereof and payment therefor shall be deposited in the Interest Account in the Series Debt Service Fund applicable to such Series, to be applied to the payment of the first installment of interest on the applicable New Bonds.

(b) 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 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.

(c) 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.

(d) The remainder of the proceeds of any Series of the New Bonds shall be deposited into the Series Costs of Issuance Account established in Section 13 hereof to pay 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 the New Bonds.

Section 13. Series Costs of Issuance Account. There is hereby created and established the Series Costs of Issuance Account, 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 Costs of Issuance Account" with respect to the related Series of New Bonds. The Series Costs of Issuance Account 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 Costs of Issuance Account shall be used and applied to pay Costs of Issuance incidental to the issuance and sale of the New Bonds.

Moneys held for the credit of the Series Costs of Issuance Account 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 Costs of Issuance Account shall be made in the manner withdrawals from other funds of the City are made.

If any moneys remain in the Series Costs of Issuance Account after the payment in full (or after adequate provision has been made therefor) of all Costs of Issuance, 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 (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 Bondholders thereof for federal income tax purposes pursuant to the provisions of the Code and regulations promulgated thereunder in effect on the date of original issuance of the Tax-Exempt Bonds and 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 Section 103 and Sections 141 through 150 of the Code and any regulations promulgated thereunder so long as 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.

The Mayor, City Manager and the Assistant City Manager for Finance and Economic Services of the City, or any two of them acting together, are hereby authorized to adopt written procedures to ensure the City’s compliance with federal tax matters relating to the New Bonds.

Section 15. Continuing Disclosure.

(a) 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 30 days of an event adversely affecting more than five percent (5%) of the Revenues of the City's tax base.

The only remedy for failure by the City to comply with the covenant of this paragraph (a) of 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 Third Supplemental Ordinance. Notwithstanding anything to the contrary in the Ordinance, The Registrar and the Paying Agent shall have no responsibility to monitor the City's compliance with this covenant. The City specifically reserves the right to amend or delete this covenant in order to reflect any change in Section 11-1-85 of the Code of Laws of South Carolina 1976, as amended, without the consent of the Registrar and the Paying Agent or the Registered Holders of any New Bond.

Section 16. Modification of Ordinance. The following provisions of the General Bond Ordinance are hereby amended, which amendments to the General Bond Ordinance hereinafter set forth below shall not become effective until the earlier of: (1) all the Outstanding Bonds of 2005A and Bond of 2014 shall cease to be Outstanding; or (2) the Holders of 66 2/3% in principal amount of the Bonds (as defined in the General Bond Ordinance) then Outstanding assent to and authorize any modification or amendment to the General Bond Ordinance as amended in accordance with Article IX of the General Bond Ordinance. Any Bonds (as defined in the General Bond Ordinance), including the New Bonds, issued after the date of enactment of this Third Supplemental Ordinance shall contain a reference to the amendments herein made.

(a) The definition of "Expenses of Operating and Maintaining the System" shall be amended by deleting the last sentence thereof and replacing it with the following text in its entirety:

Notwithstanding the foregoing, Expenses of Operating and Maintaining the System shall not include (i) the payment of interest on Bonds or other Facilities-related indebtedness, (ii) any capital outlay, (iii) any allowance for depreciation or renewals or replacements of capital assets of the Facilities, (iv) any amounts deemed to be payments in lieu of taxes or other transfers to the City's general fund, (v) any pension-related and other post-employment benefit-related expenses (other than such amounts actually paid) of the Facilities, (vi) 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 (vii) any losses on the sale or other disposition of investments or fixed or capital assets.

(b) The definition of “Facilities” shall be amended by adding the following text at the end thereof:

; provided, further, that for the avoidance of doubt, the Facilities shall not include any improvements or other structures (the “Structures”) which may be attached adjacent to or above existing Off-Street Parking Facilities which are not used for the primary purpose of parking vehicles or, if such Structures are to be so used, are determined by ordinance of the Council not to be part of the Facilities, and shall not include any air rights or other rights which may be granted by the City to develop or construct any Structures.

(c) Section 3.3 of the General Bond Ordinance is hereby amended by deleting clause (C)(i) in its entirety and replacing it with the following text:

(i) a certificate from the City Manager, Assistant City Manager for Finance and Economic Services or Chief Financial Officer (or the functional equivalents thereof) stating that the amount of the Net Revenues of the Facilities for a consecutive 12-month period which ends any time during the 18 months prior to the proposed issuance date of the Bonds, is not less than 120% of the sum of the Maximum Debt Service on Bonds then Outstanding and the Bonds then proposed to be issued,

(d) Section 3.3 of the General Bond Ordinance is hereby amended by adding the following text at the end thereof:

; provided, further, that the calculations of Maximum Debt Service and Debt Service (as applicable) described above shall take into account the effects of any refundings of Bonds which are executed prior to or in connection with the issuance of such Bonds.

(e) Section 7.5 of the General Bond Ordinance is hereby amended by deleting the text “Section 7.9 and Section 7.10 hereof” in the second sentence thereof in its entirety and replacing it with the following text: “Section 7.10 and Section 7.11 hereof”.

(f) Section 7.5 of the General Bond Ordinance is hereby amended by (i) inserting the following text at the beginning of paragraph (b) thereof: “in connection with the sale, exchange or other disposal (but not the lease, contract or agreement for use thereof), or removal, of an entire component or enterprise of the Off-Street Parking Facilities, upon satisfaction of the conditions set forth in Sections 7.10 and 7.11 hereof, as applicable, and, in all other cases,” and (ii) deleting the text “of the greatest sum for any Fiscal Year obtained by adding the Debt Service for each Fiscal Year for all Series of Bonds to be Outstanding” and replacing it with the following text: “of the Debt Service for the current Fiscal Year for all Series of Bonds to be Outstanding”

(g) Section 7.10(b) and Section 7.11(b) are each hereby amended by deleting the text

“last Fiscal Year for which audited financial statements are available” in its entirety and replacing it with the following text: “most recently completed Fiscal Year (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)”.

(h) Section 9.1 of the General Bond Ordinance is hereby amended by adding the following text 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 paragraph in the same manner as the Holders of the Bonds.

Section 17. Further Actions. The Mayor, the City Manager, the Assistant City Manager for Finance and Economic Services, the Finance Director, 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 of the New Bonds pursuant to the Bond Purchase Agreement, to secure a Letter of Credit or purchase a Surety Bond or Insurance Policy (if any), including the execution and delivery of any commitments relating to any of the foregoing, and to carry out the intentions of this Third 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 Third 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 or certified mail, postage prepaid, or given when dispatched by telegram addressed as provided in the General Bond Ordinance or as follows:

If to the City:

City of Columbia
Attention: City Manager
1737 Main Street
Columbia, South Carolina 29217-0147

The City 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 Third Supplemental Ordinance are hereby repealed to the extent of such inconsistency.

Section 21. Effective Date. This Third Supplemental Ordinance shall become effective upon its enactment.

Enacted by the City Council of the City of Columbia, South Carolina, this ____ day
of _____, 2018.

CITY OF COLUMBIA, SOUTH CAROLINA

By: _____
Mayor

(SEAL)

ATTEST:

Clerk

Date of First Reading: _____, 2017

Date of Second Reading: _____, 2018

[Signature Page]

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
PARKING FACILITIES REFUNDING REVENUE BOND
SERIES _____

REGISTERED

No. R-_____

Original
Issue Date

Maturity
Date

Interest
Rate

CUSIP

_____ 1, _____

(As set forth in Schedule A)

REGISTERED HOLDER: CEDE & CO.

PRINCIPAL AMOUNT: \$_____

The City of Columbia, South Carolina (the "City"), is justly indebted and, for value received, hereby promises to pay to the Registered Holder (named above), or registered assigns, but solely from the Net Revenues hereinafter mentioned and not otherwise, the Principal Amount shown above on the Maturity Date shown above (unless the within Bond shall be subject to prior redemption and shall have been duly called for previous redemption and payment of redemption price made or provided for), upon presentation and surrender of this Bond at the principal office of _____, as paying agent (the "Paying Agent") in _____, and to pay interest, but solely from the Net Revenues hereinafter mentioned and not otherwise, on such principal amount from the date hereof at the Interest Rate per annum shown above until this Bond matures or earlier prepayment thereof. Interest on this Bond is payable (calculated on the basis of a 360-day year of twelve 30-day months) semiannually on February 1 and August 1 of each year, commencing _____, _____, 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 5, CHAPTER 29 AND TITLE 6, CHAPTER 17, CODE OF LAWS OF SOUTH CAROLINA, 1976, AS AMENDED, AND DOES NOT CONSTITUTE AN INDEBTEDNESS OF THE CITY WITHIN THE MEANING OF ANY STATE CONSTITUTIONAL PROVISION (OTHER THAN ARTICLE X, SECTION 14, PARAGRAPH 10 OF THE SOUTH CAROLINA CONSTITUTION AUTHORIZING OBLIGATIONS PAYABLE SOLELY FROM SPECIAL SOURCES NOT INVOLVING REVENUES FROM ANY TAX OR LICENSE) OR STATUTORY LIMITATION. THIS BOND AND THE BONDS OF THE SERIES OF WHICH IT IS ONE SHALL NOT CONSTITUTE A DEBT OF THE CITY, NOR A CHARGE, LIEN OR ENCUMBRANCE, LEGAL OR EQUITABLE, UPON ANY PROPERTY OF THE CITY OR ON ANY INCOME, RECEIPTS OR REVENUES THEREOF, OTHER THAN THE AFORESAID NET REVENUES OF THE SYSTEM (AS DEFINED HEREIN) PLEDGED THERETO. NO RECOURSE SHALL BE HAD FOR THE PAYMENT OF THIS BOND OR THE INTEREST THEREON AGAINST THE GENERAL FUND OF THE CITY AND NEITHER THE CREDIT NOR THE TAXING POWER OF THE CITY SHALL BE DEEMED TO BE PLEDGED THERETO. THE FULL FAITH, CREDIT AND TAXING POWERS OF THE CITY ARE NOT PLEDGED TO THE PAYMENT OF THE PRINCIPAL OF OR INTEREST ON THIS BOND.

This Bond shall not be entitled to any benefit under the Bond Ordinance (hereinafter defined), nor become valid or obligatory for any purpose, until the certificate of authentication hereon shall have been duly executed by the Registrar.

This Bond is one of an authorized series of Bonds (as defined in the Bond Ordinance) of the aggregate principal amount of _____ (\$_____) of like date of original issue, tenor and effect, except as to number, date of maturity, principal amount, date of authentication, registered holder, redemption provisions and rate of interest, issued by the City for the purpose of defraying the costs of the acquisition and construction of certain off-street parking facilities. 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, including particularly Article X, Section 14(10) of the South Carolina Constitution and Title 5, Chapter 29 and Title 6, Chapter 17 of the Code of Laws of South Carolina, 1976, as amended (collectively, the "Act"). This Bond and the series of Bonds of which it is one are also authorized to be issued and are issued under and pursuant to General Bond Ordinance No. 2005-119 (the "General Bond Ordinance") duly enacted by the City Council on November 9, 2005, and Third Supplemental Ordinance No. _____ (the "Third Supplemental Ordinance," and together with the General Bond Ordinance, the "Bond Ordinance") duly enacted by the City Council on

_____, 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 Off-Street Parking Facilities and On-Street Parking Facilities of the City (as such terms are defined in the General Bond Ordinance and collectively defined therein as the “Facilities”); 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.

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 operation of the Facilities; such pledge and lien shall be on a parity with [the [Bonds of 2005A][the Bond of 2014] (as [such terms are] defined in the Third Supplemental Ordinance) which remain outstanding after the issuance of this Bond and the series of Bonds of which it is one,] and any Series of Bonds (as defined in the General Bond Ordinance) 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 Debt Service Fund (as defined in the General Bond Ordinance) established for this Bond and the series of Bonds of which it is one in amounts sufficient to redeem on February 1 of each year, at a redemption price equal to the principal amount of the Bond or Bonds to be redeemed, together with interest accrued thereon to the date fixed for redemption, the principal amount of such Bonds specified for each of the years shown below:

Year

Principal Amount

At its option, to be exercised on or before the sixtieth (60th) day prior to any mandatory redemption date, the City may (i) deliver to the Registrar for cancellation Bonds which are subject to mandatory redemption in any aggregate principal amount desired or (ii) receive a credit in respect of its mandatory redemption obligation for any such Bonds which, prior to such date, have been purchased or redeemed (otherwise than through the operation of the mandatory redemption requirement) by the City and cancelled by the Registrar and not theretofore applied as a credit against any mandatory redemption obligation. Each Bond so delivered or previously purchased or redeemed shall be credited by the Registrar, at one hundred 100 percent (100%) of the principal amount thereof, to the obligation of the City on those respective mandatory redemption obligations in chronological order or such other order as directed in writing by the City to the Registrar, 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 of South Carolina, 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 of South Carolina 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 McNair Law Firm, P.A., 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.

CITY OF COLUMBIA, SOUTH CAROLINA

By: _____
Clerk

SCHEDULE A

\$ _____

City of Columbia, South Carolina
 Parking Facilities Refunding Revenue Bonds,
 Series _____

Maturity
(February 1)

Principal
Amount

Interest
Rate

CUSIP
Number

EXHIBIT B
FORM OF BOND PURCHASE AGREEMENT

**PURCHASE CONTRACT
RELATED TO:**

**\$45,000,000
CITY OF COLUMBIA, SOUTH CAROLINA
PARKING FACILITIES REFUNDING REVENUE BONDS
SERIES 2018**

May [], 2018

The Honorable Mayor and Members of City Council
City of Columbia
1737 Main Street
Columbia, South Carolina 29201

The undersigned, TD Securities (USA) LLC (“TD”), on behalf of itself and as representative of Loop Capital Markets LLC (“Loop”) (collectively, “Underwriter”), offer to enter this 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 6:00 p.m. local (City of Columbia) time, on May [], 2018, 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 \$45,000,000 City’s Parking Facilities Refunding Revenue Bonds, Series 2018 (“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 aggregate original issue premium of \$[]). The Underwriter may change the offering prices of the Bonds at any time and from time to time.

2. ***Authorization and Purpose.*** The Bonds shall be authorized and issued pursuant to the following: (i) Title 6, Chapter 17, of the Code of Laws of South Carolina 1976, as amended (“Enabling Act”); (ii) the General Bond Ordinance No. 2005-119 enacted by the City Council of the City (“City Council”) on November 9, 2005 (“Bond Ordinance”), as amended and supplemented by the Third Supplemental Ordinance No. 2017-086, enacted by the City Council on November 21, 2017 (“Third Supplemental Ordinance,” together with Bond Ordinance, “Ordinance”).

Proceeds of the Bonds will be used to currently refund all or a portion of the outstanding \$28,170,000 of an original issue of the City’s \$39,895,000 Parking Facilities Revenue Bonds, Series 2005A (“2005A

Bonds”) and all or a portion of the outstanding \$11,330,000 of an original issue of the City’s \$12,210,000 Parking Facilities Refunding Revenue Bond, Series 2014 (“2014 Bond,” and, together with the 2005A Bonds, “Refunded Bonds”), and (ii) pay the costs of 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 from the Net Revenues of the Facilities and are secured by a pledge of and lien upon the Net Revenues received by the City as and to the extent described in the Official Statement (as defined below) and the funds and accounts specified in the Ordinance. The City has not established a Debt Service Reserve Fund with respect to the Bonds pursuant to the Third Supplemental Ordinance.

3. **Official Statement.** The City has previously provided to the Underwriter copies of the Preliminary Official Statement with respect to the Bonds dated November 29, 2017 (“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) under the Securities Exchange Act of 1934 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 15c2-12(b)(1) 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 Rule 15c2-12(b)(1).

(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 SEC Rule 15c2-12(b)(1) 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; the City has reviewed the Preliminary Office 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 2017 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 the “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 Facilities.

(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 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 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 Rule 15c2-12) 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 Rule 15c2-12) 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 Rule 15c2-12).

(n) Between the time of the City’s acceptance hereof and the Closing, except with respect to the Bonds, 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 Facilities 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 Facilities.

(o) Except as otherwise disclosed in the Preliminary Official Statement, the City is in material compliance with the City’s undertakings, as provided under Rule 15c2-12 and the Securities and Exchange Commission’s order dated August 24, 2016 (SEC Release No. 33-10143).

6. **Closing.** At 10:00 a.m., local (City of Columbia) time, on December 20, 2017, 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 [], as Registrar/Paying Agent (“Registrar/Paying Agent”) 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/Paying Agent 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 December 19, 2017, 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 McNair Law Firm, P.A. and Johnson, Toal & Battiste, P.A. (“Co-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 Securities and Exchange Commission that would require the registration of the Bonds under the Securities Act of 1933, as amended ("1933 Act"), or the qualification of the Ordinance under the Trust Indenture Act of 1939, as amended, or it appears that the Underwriter, by selling the Bonds, would subject itself to liability under the 1933 Act, the 1934 Act or any blue sky law;

(iv) any event shall have occurred or shall exist that, in the opinion of the Underwriter, either (i) makes untrue or incorrect in any material respect any statement or information contained in the Official Statement, or (ii) is not reflected in the Official Statement and should be reflected therein in order to make the statements and information contained therein not misleading in any material respect;

(v) there shall have occurred any outbreak of, or escalation in, hostilities or other national or international calamity or crisis or a financial crisis, including, but not limited to, the United States engaging in hostilities, or a Declaration of War or a national emergency by the United States on or after the date hereof which, in the sole opinion of the Underwriter, would affect materially and adversely the ability of the Underwriter to market the Bonds;

(vi) trading shall be suspended, or new or additional trading or loan restrictions shall be imposed, by the New York Stock Exchange or other national securities exchange or governmental authority with respect to obligations of the general character of the Bonds or a general banking moratorium shall be declared by federal, South Carolina or New York authorities;

(vi) there shall have occurred any change in the financial condition or affairs of the City or the Facilities 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 Co-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 Rule 15c2-12 under the 1934 Act.

(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 Co-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, Counsel to the City, 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 “[]” by Moody’s Investors Service, Inc. (“Moody’s”) and “[]” by Standard & Poor’s Ratings Services, a Standard & Poor’s Financial Services LLC business (“Standard & Poor’s”);

(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) 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 Co-Bond Counsel may reasonably request to evidence (A) compliance by the City with legal requirements, (B) the truth and accuracy, as of the time of Closing, of the respective representations of the City 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;

(xi) the defeasance opinion of McNair Law Firm, P.A. and Johnson, Toal & Battiste, P.A., as Co-Bond Counsel, dated the date of Closing, addressed to the Escrow Agent, in such form as required by the Ordinance.

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 December 20, 2017, 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 Co-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 Co-Bond Counsel.** The City will furnish to the Underwriter a reasonable supply of copies of the opinions of Co-Bond Counsel to accompany delivery of the Bonds.

10. **Annual Audits.** The City agrees to furnish to the Underwriter, upon request during the life of the outstanding Bonds, a copy of each annual audit report for the Facilities 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 Co-Bond Counsel, Co-Counsel to the Underwriters and any other experts or consultants retained by the City, including the City's Counsel, financial advisor, independent engineers, accountants, consultants and the charges of Moody's and Standard & Poor's; 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 Underwriters 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 effect 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, TD Securities (USA) LLC, 31 W. 52nd Street, 2nd Floor, New York, NY 10019, Attention: Jordan D. Sanchez.

16. ***Establishment of Issue Price.***

(a) The Underwriter agrees to assist the City in establishing the issue price of the Bonds and shall execute and deliver to the City at Closing an “issue price” or similar certificate, together with the supporting pricing wires or equivalent communications, substantially in the form attached as Exhibit F, with modifications as may be appropriate or necessary, in the reasonable judgment of the Underwriter, the City and 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.

[Except as otherwise set forth in the Schedule attached to Exhibit F, t]The City will treat the first price at which 10% of each maturity of the Bonds (“10% test”) is sold 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 Agreement, the

Underwriter shall report to the City the price or prices at which the Underwriter has sold 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.

[Schedule attached to Exhibit F and subsection (c), below, apply only if the Underwriter agrees to apply the hold-the-offering-price rule, as described below.]

The Underwriter confirms is has offered the Bonds to the public on or before the date of this Agreement at the offering price or prices (“initial offering price”), or at the corresponding yield or yields, set forth in Schedule attached to Exhibit F, except as otherwise set forth therein. The Schedule attached to Exhibit F also sets forth, as of the date of this Agreement, the maturities, if any, of the Bonds for which the 10% test has not been satisfied and for which the City and the Underwriter, agree that the restrictions set forth in the next sentence shall apply, which will allow the City to treat the initial offering price to the public of each such maturity as of the sale date as the issue price of that maturity (“hold-the-offering-price rule”). So long as the hold-the-offering-price rule remains applicable to any maturity of the Bonds, the Underwriter will neither offer nor sell unsold Bonds of that maturity to any person at a price that is higher than the initial offering price to the public during the period starting on the sale date and ending on the earlier of the following:

(i) the close of the fifth business day after the sale date; or

(ii) the date on which the Underwriters have sold at least 10% of that maturity of the Bonds to the public at a price that is no higher than the initial offering price to the public.

The Underwriter shall promptly advise the City when the Underwriter has sold 10% of that maturity of the Bonds to the public at a price that is no higher than the initial offering price to the public, if that occurs prior to the close of the fifth business day after the sale date.

The City acknowledges that, in making the representation set forth in this subsection, the Underwriter will rely on (i) the agreement of each underwriter to comply with the hold-the-offering-price rule, as set forth in an agreement among underwriters and the related pricing wires, (ii) in the event a selling group has been created in connection with the initial sale of the Bonds to the public, the agreement of each dealer who is a member of the selling group to comply with the hold-the-offering-price rule, as set forth in a selling group agreement and the related pricing wires, and (iii) in the event that an underwriter is a party to a retail distribution agreement that was employed in connection with the initial sale of the Bonds to the public, the agreement of each broker-dealer that is a party to such agreement to comply with the hold-the-offering-price rule, as set forth in the retail distribution agreement and the related pricing wires. The City further acknowledges that each underwriter shall be solely liable for its failure to comply with its agreement regarding the hold-the-offering-price rule and that no underwriter shall be liable for the failure of any other underwriter, or of any dealer who is a member of a selling group, or of any broker-dealer that is a party to a retail distribution agreement, to comply with its corresponding agreement regarding the hold-the-offering-price rule as applicable to the Bonds.

The Underwriter confirms that:

(i) any agreement among underwriters, any selling group agreement and each retail distribution agreement (to which the Underwriter is a party) relating to the initial sale of the Bonds to the public,

together with the related pricing wires, contains or will contain language obligating each underwriter, each dealer who is a member of the selling group, and each broker-dealer that is a party to such retail distribution agreement, as applicable, to (A) report the prices at which it sells to the public the unsold Bonds of each maturity allotted to it until it is notified by the Underwriter that either the 10% test has been satisfied as to the Bonds of that maturity or all Bonds of that maturity have been sold to the public and (B) comply with the hold-the-offering-price rule, if applicable, in each case if and for so long as directed by the Underwriter and as set forth in the related pricing wires, and

(ii) any agreement among underwriters relating to the initial sale of the Bonds to the public, together with the related pricing wires, contains or will contain language obligating each underwriter that is a party to a retail distribution agreement to be employed in connection with the initial sale of the Bonds to the public to require each broker-dealer that is a party to such retail distribution agreement to (A) report the prices at which it sells to the public the unsold Bonds of each maturity allotted to it until it is notified by the Underwriter that either the 10% test has been satisfied as to the Bonds of that maturity or all Bonds of that maturity have been sold to the public and (B) comply with the hold-the-offering-price rule, if applicable, in each case if and for so long as directed by the Underwriter and as set forth in the related pricing wires.

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 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 Agreement 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: TD Securities (USA) LLC, on behalf of itself and as
representative of Loop Capital Markets LLC

By: _____
Its: _____

Accepted and Agreed to as
of the date first above written.

CITY OF COLUMBIA, SOUTH CAROLINA

By: _____
Its: _____

[SIGNATURE PAGE TO PURCHASE CONTRACT- PARKING FACILITY REFUNDING REVENUE BONDS SERIES 2018]

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

\$[] Serial Bonds

MATURITY <u>(FEB. 1)</u>	AMOUNT(\$)	INTEREST RATE(%)	YIELD(%)	PRICE(%)	CUSIP
-----------------------------	------------	---------------------	----------	----------	-------

\$[]* []% Term Bond, due February 1, 20[]; Yield: []%; CUSIP: []

^cPriced to the call date of February 1, 20[]

Redemption

Optional Redemption

The Bonds maturing on and 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 determines at 100% of the principal amount thereof to be redeemed, plus accrued interest to the date fixed for redemption.

Mandatory Redemption

The Bonds maturing on February 1, 20[], are subject to mandatory redemption on February 1 of each year, at a redemption price equal to the principal amount of the Bonds to be redeemed together with interest accrued thereon to the date fixed for redemption, in the principal amount of such Bond specified for each of the years shown below:

Year

Amount

[†]Final Maturity

At its option, to be exercised on or before the sixtieth (60th) day prior to any mandatory redemption date for the Bonds, the City may (i) deliver to the Registrar/Paying Agent for cancellation each Term Bond which is 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 Bond which, prior to such date, has been purchased or redeemed (otherwise than through the operation of the mandatory redemption requirement) by the City and cancelled by the Registrar/Paying Agent and not theretofore applied as a credit against any mandatory redemption obligation. Each Term Bond so delivered or previously purchased or redeemed shall be credited by the Registrar/Paying Agent, at 100 percent 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/Paying Agent in writing, and the principal amount of the Term Bonds to be redeemed by operation of the mandatory redemption requirement shall be accordingly reduced.

[REMAINDER OF PAGE INTENTIONALLY BLANK]

EXHIBIT B

[Forms of Supplemental Bond Counsel Opinion- McNair Law Firm]

December 20, 2017

TD Securities (USA) LLC
on behalf of itself and as representative of
Loop Capital Markets LLC
New York, New York

\$45,000,000
City of Columbia South Carolina
Parking Facilities Refunding Revenue Bonds
Series 2018

[Forms of Supplemental Co-Bond Counsel Opinion- Johnson, Toal & Battiste, P.A.]

December 20, 2017

TD Securities (USA) LLC
on behalf of itself and as representative of
Loop Capital Markets LLC
New York, New York

\$45,000,000
City of Columbia South Carolina
Parking Facilities Refunding Revenue Bonds
Series 2018

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 May [], 2018 (“Purchase Contract”), between the City of Columbia, South Carolina (“City”) and TD Securities (USA) LLC, on behalf of itself and as representative of Loop Capital Markets LLC, as underwriters (“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 November 29, 2017 (“Official Statement”), relating to the aggregate principal amount \$45,000,000 City of Columbia, South Carolina Parking Facilities Refunding Revenue Bonds, Series 2018 (“Bonds”), or the validity, due authorization and execution of the Purchase Contract, the Disclosure Dissemination Agent Agreement dated December 20, 2017, between the City and Digital Assurance Certification, L.L.C., or any agreement or instrument to which the City is a party or 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 December 20, 2017.

CITY OF COLUMBIA, SOUTH CAROLINA

By: _____
City Manager

EXHIBIT D

[Form of Opinion of the City Attorney]

December 8, 2016

TD Securities (USA) LLC
on behalf of itself and as representative of
Loop Capital Markets LLC
New York, New York

City of Columbia
Columbia, South Carolina

\$45,000,000
City of Columbia South Carolina
Parking Facilities Refunding Revenue Bonds
Series 2018

EXHIBIT E

Form of Underwriter's Counsel Opinion

December 20, 2017

TD Securities (USA) LLC
New York, New York

Stifel, Nicolaus & Company, Incorporated
Atlanta, Georgia

Loop Capital Markets LLC
New York, New York

\$45,000,000
City of Columbia South Carolina
Parking Facilities Refunding Revenue Bonds
Series 2018

Ladies and Gentlemen:

We have acted as co-counsel, with The Starkes Law Firm, to TD Securities (USA), LLC, on behalf of itself and as representative of Loop Capital Markets LLC, as underwriters ("Underwriter") in connection with the purchase of the referenced bonds ("Bonds") pursuant to a Purchase Contract, dated May [], 2018 ("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 November [], 2017 ("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, McNair Law Firm, P.A. 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

B-30

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

December 20, 2017

TD Securities (USA) LLC
New York, New York

Stifel, Nicolaus & Company, Incorporated
Atlanta, Georgia

Loop Capital Markets LLC
New York, New York

\$45,000,000
City of Columbia South Carolina
Parking Facilities Refunding Revenue Bonds
Series 2018

Ladies and Gentlemen:

We have acted as co-counsel, with Parker Poe Adams & Bernstein LLP, to TD Securities (USA) LLC, on behalf of itself and as representative of Loop Capital Markets LLC, as underwriters (“Underwriter”) in connection with the purchase of the above referenced bonds (“Bonds”) pursuant to a Purchase Contract, dated May [], 2018 (“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 November [], 2017 (“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, McNair Law Firm, P.A. 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

B-32

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 UNDERWRITER'S CERTIFICATE

[Per Bond Counsel: If TD does not meet the 10% test, then TD would need to hold the price and that would be the issue price certificate used. For purposes of the draft BPA, we have included alternative certificates. The ultimate certificate used will be based on Bond Counsel's determination at the conclusion of pricing based on actual selling conditions.]

UNDERWRITER'S CERTIFICATE

\$45,000,000

CITY OF COLUMBIA SOUTH CAROLINA

PARKING FACILITIES REFUNDING REVENUE BONDS

SERIES 2018

ISSUE PRICE CERTIFICATE

The undersigned, on behalf of TD Securities (USA) LLC on behalf of itself and as representative of Loop Capital Markets LLC, as underwriters ("Underwriter"), hereby certifies as set forth below with respect to the sale and issuance of the above-captioned obligations ("Bonds").

1. ***Sale of the General Rule Maturities.*** As of the date of this certificate, for each Maturity of the General Rule Maturities, the first price at which at least 10% of such Maturity was sold to the Public is the respective price listed in Schedule A.

2. ***Initial Offering Price of the Hold-the-Offering-Price Maturities.***

(a) Underwriter offered the Hold-the-Offering-Price Maturities to the Public for purchase at the respective initial offering prices listed in Schedule A ("Initial Offering Prices") on or before the Sale Date. A copy of the pricing wire or equivalent communication for the Bonds is attached to this certificate as Schedule B.

(b) As set forth in the Purchase Agreement, the Underwriter has agreed in writing that, (i) for each Maturity of the Hold-the-Offering-Price Maturities, it would neither offer nor sell any of the Bonds of such Maturity to any person at a price that is higher than the Initial Offering Price for such Maturity during the Holding Period for such Maturity (the "hold-the-offering-price rule"), and (ii) any selling group agreement shall contain the agreement of each dealer who is a member of the selling group, and any retail distribution agreement shall contain the agreement of each broker-dealer who is a party to the retail distribution agreement, to comply with the hold-the-offering-price rule. Pursuant to such agreement and based on representations by the members of the Underwriter, no Underwriter (as defined below) has offered or sold any Maturity of the Hold-the-Offering-Price Maturities at a price that is higher than the respective Initial Offering Price for that Maturity of the Bonds during the Holding Period.

3. ***Defined Terms.***

(a) *General Rule Maturities* means those Maturities of the Bonds listed in Schedule A hereto as the "General Rule Maturities."

(b) *Hold-the-Offering-Price Maturities* means those Maturities of the Bonds listed in Schedule A hereto as the "Hold-the-Offering-Price Maturities."

(c) *Holding Period* means, with respect to a Hold-the-Offering-Price Maturity, the period starting on the Sale Date and ending on the earlier of (i) the close of the fifth business day after the Sale Date ([DATE]), or (ii) the date on which the Underwriting Group has sold at least 10% of such Hold-the-Offering-Price Maturity to the Public at prices that are no higher than the Initial Offering Price for such Hold-the-Offering-Price Maturity.

(d) *City* means City of Columbia, South Carolina.

(e) *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.

(f) *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.

(g) *Sale Date* means the first day on which there is a binding contract in writing for the sale of a Maturity of the Bonds. The Sale Date of the Bonds is May [], 2018.

(h) *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 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 [Tax Certificate] 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.

TD SECURITIES (USA) LLC

By: _____
Name: []

By: _____
Name:[], Underwriter

Dated: December 20, 2017

SCHEDULE A

**SALE PRICES OF THE GENERAL RULE MATURITIES AND
INITIAL OFFERING PRICES OF THE HOLD-THE-OFFERING-PRICE MATURITIES**

(Attached)

SCHEDULE B
PRICING WIRE OR EQUIVALENT COMMUNICATION
(Attached)

ISSUE PRICE CERTIFICATE

The undersigned, on behalf of TD Securities (USA) LLC on behalf of itself and as representative of Loop Capital Markets LLC, as underwriters (“Underwriter”), hereby certifies 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.

(c) *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.

(d) *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.

(e) *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.

TD SECURITIES (USA) LLC

By: _____
Name: []

By: _____
Name:[], Underwriter

Dated: September 20, 2017

B-38

SCHEDULE A
SALE PRICES
(Attached)

EXHIBIT C

FORM OF PRELIMINARY OFFICIAL STATEMENT



PRELIMINARY OFFICIAL STATEMENT APRIL [], 2018

NEW ISSUE

BOOK-ENTRY

RATINGS:

Moody's:[]

Standard & Poor's:[]

(see "RATINGS")

In the opinion of McNair Law Firm, P.A., 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 2018 Bonds is excludable from gross income for federal income tax purposes under existing laws, regulations, rulings and judicial decisions. Interest on the 2018 Bonds is not an item of tax preference in computing the alternative minimum tax on individuals and corporations. However, interest on the 2018 Bonds is included in adjusted current earnings when calculating the corporate alternative minimum tax on certain corporations. The 2018 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.



\$45,000,000*

CITY OF COLUMBIA, SOUTH CAROLINA PARKING FACILITIES REFUNDING REVENUE BONDS SERIES 2018

Dated: Delivery Date

Due: February 1, as shown on inside cover

The City of Columbia, South Carolina's ("City") Parking Facilities Refunding Revenue Bonds, Series 2018 ("2018 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 2018 Bonds will be made. Individual purchases will be made in book-entry-only form, in denominations of \$5,000 or any integral multiple thereof. So long as Cede & Co., as partnership nominee of DTC, is the registered owner of the 2018 Bonds, references herein to holders or registered owners of 2018 Bonds means Cede & Co., and shall not mean the beneficial owners of the 2018 Bonds. Interest on the 2018 Bonds shall be payable semi-annually on each February 1 and August 1 commencing February 1, 2018, until maturity or prior redemption. Principal on the 2018 Bonds will be payable each February 1 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 2018 Bonds are being issued under the authority of the South Carolina Constitution and laws of the State of South Carolina, including Title 5, Chapter 29, and Title 6, Chapter 17, Code of Laws of South Carolina, 1976, as amended ("Act"), General Bond Ordinance No. 2005-119 enacted on November 9, 2005 ("Bond Ordinance"), as supplemented by the Third Supplemental Ordinance No. 2018-[] enacted on March 20, 2018 ("Third Supplemental Ordinance," and together with the Bond Ordinance, "Ordinance"), by the City Council of the City.

The 2018 Bonds are being issued for the purpose of providing funds to (i) currently refund all or a portion of the outstanding \$28,170,000 of an original issue of the City's \$39,895,000 Parking Facilities Revenue Bonds, Series 2005A ("2005A Bonds") and all or a portion of the outstanding \$11,330,000 of an original issue of the City's \$12,210,000 Parking Facilities Refunding Revenue Bond, Series 2014 ("2014 Bond," and, together with the 2005A Bonds, "Refunded Bonds"), and (ii) pay the costs of issuance of the 2018 Bonds, including the premium for a municipal bond insurance policy to be issued by [insurer] ("[]")

The 2018 Bonds, including the interest thereon, are payable solely from the Net Revenues of the Facilities and are secured by a pledge of and lien upon the Net Revenues thereof.

THE 2018 Bonds WILL BE SUBJECT TO OPTIONAL AND MANDATORY REDEMPTION PRIOR TO MATURITY AS DESCRIBED HEREIN.

THE 2018 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 2018 Bonds SHALL NOT CONSTITUTE 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 NET REVENUES OF THE FACILITIES PLEDGED THERETO. NO RECOURSE SHALL BE HAD FOR THE PAYMENT OF THE 2018 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 2018 Bonds.

The scheduled payment of principal of and interest on the 2018 Bonds when due will be guaranteed under an insurance policy to be issued concurrently with the delivery of the 2018 Bonds by [insurer].

[insurer logo]

The 2018 Bonds are offered when, as and if issued and delivered by the City to the Underwriters, subject to the final approving opinions of McNair Law Firm, P.A., Columbia, South Carolina, and Johnson, Toal & Battiste, P.A., Columbia, South Carolina, Co-Bond Counsel. Certain legal matters will be passed upon for the City by its counsel, 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 2018 Bonds. It is

expected that the 2018 Bonds will be available for delivery through the facilities of DTC, on or about May [], 2018.

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 purposes of Rule 15c2-12 promulgated by the Securities and Exchange Commission, except for information which may be omitted pursuant to such rule.

TD SECURITIES
Loop Capital Markets

This Official Statement is dated May [], 2018.

*Preliminary, subject to change

MATURITY SCHEDULE

\$[]* Serial Bonds

<u>MATURITY</u> <u>(FEB. 1)</u>	<u>AMOUNT(\$)</u>	<u>INTEREST</u> <u>RATE(%)</u>	<u>YIELD(%)</u>	<u>CUSIP¹</u>
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\$[]* [].000% Term Bond, due February 1, 20[]; Yield:[]%; CUSIP¹: []

⁶Priced to the Call Date of February 1, 20[].

¹Copyright 2017, 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 2018 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 2018 Bonds or as included herein. The CUSIP number for a specific maturity is subject to being changed after the execution and delivery of the 2018 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 2018 Bonds. It is anticipated that a CUSIP identification number ("CUSIP") will be printed on each 2017 Bond, but neither the failure to print this number on any 2017 Bond nor any error with respect to that CUSIP constitutes cause for failure or refusal by the purchaser of that 2017 Bond to accept delivery of and pay for that 2017 Bond according to the terms of the purchaser's proposal. All expenses regarding printing CUSIPs on the 2018 Bonds shall be paid for by the Issuer; 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 Issuer is not responsible for obtaining the CUSIPs.

REGARDING USE OF THIS OFFICIAL STATEMENT

This Official Statement does not constitute an offering of any security other than the original offering of the 2018 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 2018 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 TD Securities (USA) LLC ("TD"), on behalf of itself and as representatives of Loop Capital Markets LLC ("Loop"), 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.

[], 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 2018 Bonds, or (iii) the tax status of the interest on the 2018 Bonds.

["Insurer") makes no representation regarding the 2018 Bonds or the advisability of investing in the 2018 Bonds. In addition, Insurer has not independently verified, makes no representation regarding, and does not accept any responsibility for the accuracy or completeness of this Official Statement or any information or disclosure contained herein, or omitted herefrom, other than with respect to the accuracy of the information regarding Insurer supplied by Insurer and presented under the heading "BOND INSURANCE" and "Appendix F – Specimen Municipal Bond Insurance Policy."

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," "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 2018 Bonds AT OR ABOVE THAT WHICH MIGHT OTHERWISE PREVAIL IN THE OPEN MARKET, AND SUCH STABILIZING MAY BE DISCONTINUED AT ANY TIME.

THE 2018 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 2018 BONDS IN ACCORDANCE WITH APPLICABLE PROVISIONS OF SECURITIES LAWS OF THE STATES IN WHICH THE 2018 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 2018 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 and Company, Incorporated
Columbia, South Carolina

[†]Suspended from service on City Council by executive order of Governor Henry McMaster.

TABLE OF CONTENTS

INTRODUCTION	2	PLAN OF REFUNDING	16
THE 2018 Bonds	2	FINANCIAL INFORMATION.....	16
Authorization	2	Five-Year Summary	16
Purpose	2	Historical Net Revenues, Debt Service, and	
Book-Entry System	2	Coverage	19
Payment Details of the 2018 Bonds	6	Projected Debt Service Requirements	20
Redemption	6	Projected Net Revenues, Debt Service, and	
SECURITY FOR THE 2018 BONDS	7	Coverage	20
Security for Payment of 2018 Bonds	7	Management's Discussion and Analysis	21
Rate Covenant	8	Accounting Policies.....	21
Parking Fines	9	Budgeting Procedure	21
Debt Service Reserve Funds	9	THE CITY AND THE FACILITIES	22
Additional Covenants.....	11	General Description.....	22
FLOW OF FUNDS; FUNDS CREATED		Administration of the City and the Facilities	22
UNDER THE ORDINANCE	14	Parking Master Plan	24
Flow of Funds	14	Alternative Parking Facilities	24
Creation of Funds Under the Ordinance.....	15	Other Post-Employment Benefits	27
SOURCES AND USES OF FUNDS	16		

APPENDIX A – PORTION OF THE COMPREHENSIVE ANNUAL FINANCIAL REPORT FOR FISCAL YEAR ENDED
JUNE 30, 2017

APPENDIX B – GENERAL INFORMATION REGARDING THE CITY OF COLUMBIA

APPENDIX C – SUMMARY OF CERTAIN PROVISIONS OF THE ORDINANCE

APPENDIX D – FORM OF OPINIONS OF CO-BOND COUNSEL

APPENDIX E – FORM OF DISCLOSURE DISSEMINATION AGENT AGREEMENT

APPENDIX F – SPECIMEN MUNICIPAL BOND INSURANCE POLICY

OFFICIAL STATEMENT

\$45,000,000*

CITY OF COLUMBIA, SOUTH CAROLINA PARKING FACILITIES REFUNDING REVENUE BONDS SERIES 2018

INTRODUCTION

This Official Statement of the City of Columbia, South Carolina (“City”), which includes the cover page hereof and the appendices hereto, provides information relating to the City and its \$45,000,000* Parking Facilities Refunding Revenue Bonds, Series 2018 (“2018 Bonds”). The 2018 Bonds, the 2005A Bonds (if any, which remain outstanding after the issuance of the 2018 Bonds), the 2014 Bond (if any, which remain outstanding after the issuance of the 2018 Bonds), and any Additional Bonds (as such terms are hereinafter defined) are referred to herein as the “Bonds.” Included in this Official Statement is a brief description of the 2018 Bonds and the security therefor, the parking facilities of the City (“Facilities”), the City and the surrounding area, and the ordinances pursuant to which the 2018 Bonds are authorized and issued by the City. Certain financial information relating to the Facilities is also included in this Official Statement. 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 defined in “APPENDIX C – Summary of Certain Provisions of the Ordinance.”

THE 2018 BONDS

Authorization

The 2018 Bonds are being issued under the authority of the South Carolina Constitution and laws of the State of South Carolina, including Title 5, Chapter 29, and Title 6, Chapter 17, Code of Laws of South Carolina, 1976, as amended (“Act”), General Bond Ordinance No. 2005-119 enacted on November 9, 2005 (“Bond Ordinance”), as supplemented by the Third Supplemental Ordinance No. 2018-[] enacted on March 20, 2018 (“Third Supplemental Ordinance,” and together with the Bond Ordinance, “Ordinance”), by the City Council of the City of Columbia, South Carolina (“City Council”).

Purpose

The 2018 Bonds are being issued for the purpose of providing funds to (i) currently refund all or a portion of the 2005A Bonds and all or a portion of the 2014 Bond and (ii) pay the costs of issuance of the 2018 Bonds, including the premium for a municipal bond insurance policy to be issued by [insurer]. See “SOURCES AND USES OF FUNDS” and “PLAN OF REFUNDING.”

Book-Entry System

THE DESCRIPTION WHICH FOLLOWS OF THE PROCEDURES AND RECORDKEEPING WITH RESPECT TO BENEFICIAL OWNERSHIP INTERESTS IN THE 2018 Bonds, PAYMENT OF INTEREST AND PRINCIPAL ON THE 2018 Bonds TO DIRECT AND INDIRECT PARTICIPANTS (AS DEFINED BELOW) OR BENEFICIAL OWNERS (AS DEFINED BELOW) OF THE 2018 Bonds, CONFIRMATION AND TRANSFER OF BENEFICIAL OWNERSHIP INTERESTS IN THE 2018 Bonds, AND OTHER RELATED TRANSACTIONS BY AND BETWEEN DTC, THE DIRECT AND INDIRECT PARTICIPANTS AND BENEFICIAL OWNERS OF THE 2018 Bonds IS BASED SOLELY ON INFORMATION FURNISHED BY DTC TO THE CITY FOR INCLUSION IN THIS OFFICIAL STATEMENT. ACCORDINGLY, THE CITY NEITHER MAKES NOR CAN MAKE ANY REPRESENTATIONS CONCERNING THESE MATTERS.

Beneficial ownership interests in the 2018 Bonds will be available only in book-entry form. Each beneficial owner of the 2018 Bonds (“Beneficial Owner”) will not receive a physical bond certificate representing their interests in the 2018 Bonds purchased. So long as Cede & Co. (“Nominee”), as nominee for The Depository Trust Company, New York, New York (“DTC”) or its nominee is the registered owner of the 2018 Bonds, references in

this Official Statement to the owners of the 2018 Bonds shall mean DTC or its nominee and shall not mean the Beneficial Owners. Unless and until the book-entry-only system has been discontinued, the 2018 Bonds will be available only in book-entry-only form in principal amounts of \$5,000 or any integral multiple thereof.

DTC will initially act as securities depository for the 2018 Bonds. The 2018 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 2018 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 2018 Bonds, as nominee for DTC, references herein to the Bondholders or registered owners of the 2018 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 2018 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 2018 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 2018 Bonds under the DTC system must be made by or through Direct Participants, which will receive a credit for the 2018 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 2018 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 2018 Bonds, except in the event that use of the book-entry system for the 2018 Bonds is discontinued.

To facilitate subsequent transfers, the 2018 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 2018 Bonds with DTC and their registration in the name of Cede & Co. or such other DTC nominee do not affect any change in beneficial ownership. DTC has no knowledge of the actual Beneficial Owners of the 2018 Bonds; DTC's records reflect only the identity of the Direct Participants to whose accounts the 2018 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 2018 Bonds may wish to take certain steps to augment the transmission to them of notices of significant events with respect to the 2018 Bonds, such as redemptions, tenders, defaults, and proposed amendments to the Ordinance. For example, Beneficial Owners of the 2018 Bonds may wish to ascertain that the nominee holding the 2018 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 2018 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 2018 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 2018 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 2018 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 2018 Bonds that may be transmitted by or through DTC.

Principal, redemption premium, if any, and interest payments on the 2018 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 2018 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, 2018 Bond certificates are required to be printed and delivered.

The City may decide to discontinue use of the system of book-entry-only transfers through DTC (or a successor securities depository). In that event, 2018 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 2018 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 2018 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 2018 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 2018 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 2018 BONDS; (V) ANY CONSENT GIVEN OR OTHER ACTION TAKEN BY DTC AS THE OWNER OF THE 2018 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 2018 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 2018 Bonds, together with an assignment duly executed by DTC, the City will execute and deliver to the successor depository, the 2018 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-only system of transfer or that interests of the Beneficial Owners of the 2018 Bonds might be adversely affected if the book-entry-only 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 2018 Bonds by mailing an appropriate notice to DTC, on receipt by the City of the 2018 Bonds together with an assignment duly executed by DTC, the City will execute, authenticate and deliver to the Direct Participants the 2018 Bonds in fully-registered form, in authorized denominations; provided, however, that the discontinuation of the book-entry-only 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

2018 Bonds Held in Book-Entry-Only Form

So long as the 2018 Bonds are in book-entry-only form and are registered in the name of Cede & Co., as the nominee of DTC, the 2018 Bonds may be registered, transferred and exchanged as set forth under "Book-Entry-Only System" herein.

2018 Bonds Not Held in Book-Entry-Only Form

Each 2018 Bond not held in book-entry-only 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 2018 Bond, the Registrar/Paying Agent shall

cause to be issued in the name of the transferee a new fully-registered 2018 Bond, of the same aggregate principal amount, interest rate, series and maturity as the surrendered 2018 Bond. Any registered owner requesting a transfer shall pay any tax or other governmental charge required to be paid with respect thereto. Any 2018 Bond surrendered in exchange for a new registered 2018 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 2018 Bond not held in book-entry-only form shall be registered as the absolute owner of such 2018 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 2018 Bond with respect thereto.

In the event any 2018 Bond not held in book-entry-only 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 2018 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 2018 Bond; provided that, in the case of any mutilated 2018 Bond, such 2018 Bond shall be surrendered to the Registrar/Paying Agent, and in the case of any lost, stolen or destroyed 2018 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 2018 Bond shall have matured, instead of issuing a duplicate 2018 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 2018 Bond with their reasonable fees and expenses in connection therewith.

Payment Details of the 2018 Bonds

Payment of Principal. Principal of the 2018 Bonds, whether upon maturity or redemption, is payable on the respective maturity dates or redemption dates. For so long as a Book-Entry System for the 2018 Bonds is in place, principal payments will be made as described in “Book-Entry System.” If the Book-Entry System is discontinued, however, principal of the 2018 Bonds, whether upon maturity or redemption, will be payable on the respective maturity dates or redemption dates upon presentation and surrender thereof at the corporate trust office of [], as paying agent (“Paying Agent”), in Columbia, South Carolina.

Payment of Interest. Interest on the 2018 Bonds is payable on each February 1 and August 1 commencing February 1, 2018. For so long as a Book-Entry System for the 2018 Bonds is in place, interest payments will be made as described in “Book-Entry System.” If the Book-Entry System is discontinued, however, interest on the 2018 Bonds will be paid by check or draft of the Paying Agent mailed to the person in whose name each 2018 Bond is registered as of the close of business on the fifteenth day (whether or not a Business Day) of each month immediately preceding such payment (“Record Date”). Interest payments to a person who holds \$1,000,000 or more in aggregate principal amount of the 2018 Bonds may be made by wire transfer to such Holder upon timely written request specifying the account within the continental United States to which such payments are to be made.

The 2018 Bonds are subject to optional and mandatory redemption prior to their maturity. See “**Redemption.**”

Redemption

Optional Redemption. The 2018 Bonds maturing 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 determines at 100% of the principal amount thereof to be redeemed, plus accrued interest to the date fixed for redemption.

Mandatory Redemption. The 2018 Bonds maturing on February 1, 20[], are subject to mandatory redemption on February 1 of each year, at a redemption price equal to the principal amount of the 2018 Bonds to be

redeemed together with interest accrued thereon to the date fixed for redemption, in the principal amount of such 2018 Bond specified for each of the years shown below:

<u>Year</u>	<u>Principal Amount</u>
-------------	-------------------------

†Final Maturity

At its option, to be exercised on or before the sixtieth (60th) day prior to any mandatory redemption date for the 2018 Bonds, the City may (i) deliver to the Registrar for cancellation the 2018 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 2018 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 Series 2018 Bond so delivered or previously purchased or redeemed will be credited by the Registrar, at 100 percent of the principal amount thereof, to the obligation of the City on those respective mandatory redemption obligations in chronological order or such other order as may be directed in writing by the City, and the principal amount of the 2018 Bonds to be redeemed by operation of the mandatory redemption requirement will be accordingly reduced.

General Redemption Provisions; Notice. For so long as a Book-Entry System for the 2018 Bonds is in place, the redemption of the 2018 Bonds will be accomplished as described in “Book-Entry System.”

In the event that the book-entry system of registration and transfer is discontinued, if less than all the 2018 Bonds of any maturity are called for redemption, the 2018 Bonds of such maturity to be redeemed will be selected at random by the Registrar or in such other manner as the Registrar in its discretion may deem fair and appropriate. In the event the 2018 Bonds or any portion thereof are called for redemption, notice of the redemption, describing the 2018 Bonds to be redeemed, specifying the redemption date and the redemption price payable on such redemption, will be mailed by first-class mail, postage prepaid, to the Holders thereof as shown on the Books of Registry not less than 30 days and not more than 60 days prior to the redemption date. If the 2018 Bonds or any portion thereof are duly called for redemption and notice of the redemption thereof mailed as aforesaid, and if on or before the date fixed for redemption, payment thereof is duly made or provided for, interest on the 2018 Bonds to be redeemed will cease to accrue from and after the redemption date specified in such notice.

SECURITY FOR THE 2018 BONDS

Security for Payment of 2018 Bonds

The principal of and interest on the 2018 Bonds are payable from, and secured by, a pledge of and lien upon the Net Revenues received by the City as and to the extent described below and the funds and accounts specified in the Ordinance. The pledge of and lien upon the Net Revenues securing the 2018 Bonds is on parity with the pledge of and lien upon Net Revenues securing the Refunded Bonds, the 2005A Bonds (if any, which remain outstanding after the issuance of the 2018 Bonds), the 2014 Bond (if any, which remain outstanding after the issuance of the 2018 Bonds), and any other bonds issued under the Ordinance on a parity therewith (“Additional Bonds”).

The term “Net Revenues” means all rates, fees, charges or other income or earnings, exclusive of Parking Fines (as defined herein) received by the City from the management and operation of the Facilities and any interest earnings and other earnings on investments as well as rentals, management fees and other payments from the lease or licensure of the Off-Street Parking Facilities (“Revenues”), after deducting the Expenses of Operating and Maintaining the Facilities (as such terms are hereinafter defined). As used herein, the term “Facilities” means, collectively, (i) the off-street motor vehicle parking facilities of all sorts of the City, including, but not limited to

garages, parking lots, buildings and ramps (“Off-Street Parking Facilities”), (ii) any system of parking meters, curb-line or other, of the City, regulating the parking of motor vehicles on any street within the corporate limits of the City requiring the payment of a charge for the right to make use of any portion of any street set apart for motor vehicle parking as the same may from time to time exist (“On-Street Parking Facilities”) and (iii) all enlargements, improvements and additions thereto, and all other Off-Street Facilities and On-Street Facilities as may from time to time be constructed or purchased by the City and which the City Council declares by ordinance to be a part of the Off-Street Parking Facilities, and includes any system which will be combined with or consolidated into the Facilities.

The term, “Expenses of Operating and Maintaining the Facilities” means the current expenses, paid or accrued, of operation and administration, maintenance and current repair of the Facilities, as calculated in accordance with generally accepted accounting practices, and includes, without limiting the generality of the foregoing, administrative charges, salaries, wages, employee benefits, costs of materials and supplies, costs of routine repairs, renewals, replacements and alterations occurring in the usual course of business, properly allocable share of City administrative and overhead expenses, contractual payments to any entity or person providing any service to the Facilities, costs of billings and collections, costs of any audit of the Facilities, the premiums for all insurance required with respect to the Facilities or the accumulation of appropriate reserves for self-insurance, taxes, if any, and amounts payable by way of arbitrage rebate; provided, however, that for purposes of applying the tests or covenants set forth in the provisions of the Bond Ordinance described in clause (C) of the first paragraph under the caption “Additional Bonds,” or under the caption “Rate Covenant” herein, Expenses of Operating and Maintaining the Facilities will be calculated net of any application of Parking Fines thereto. Expenses of Operating and Maintaining the Facilities do not include the payment of interest on Bonds or other Facilities-related indebtedness, capital outlay, any allowance for depreciation or renewals or replacements of capital assets of the Facilities and amounts deemed to be payments in lieu of taxes or other transfers to the City’s general fund.

So long as any 2018 Bonds and any Additional Bonds (as defined under the caption “Additional Bonds” herein) remain outstanding, all Revenues received by the City will be applied only as provided in the Ordinance. The Revenues may be invested in Permitted Investments, as described in “Appendix C – Summary of Certain Provisions of the Ordinance.”

THE 2018 BONDS DO NOT CONSTITUTE AN INDEBTEDNESS OF THE CITY WITHIN THE MEANING OF ANY STATE CONSTITUTIONAL PROVISION (OTHER THAN ARTICLE X, SECTION 14, PARAGRAPH 10 OF THE CONSTITUTION OF SOUTH CAROLINA, 1895, AS AMENDED, 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 2018 BONDS.

Rate Covenant

The City has covenanted and agreed in the Bond Ordinance to operate the Facilities in an efficient and economical manner and to establish, levy, maintain and revise such fees, rates and other charges for the use of the Off-Street Parking Facilities as may be necessary or proper, which fees, rates and other charges, together with other available moneys, will be anticipated by City Council to be sufficient, after making due and reasonable allowances for contingencies and for a margin of error in estimates, to provide, taking into account Parking Fines appropriated and applied in such Fiscal Year (as defined in Appendix C) pursuant to the Bond Ordinance, an amount equal to 100% of the amounts required to pay Expenses of Operating and Maintaining the Facilities for the then current Fiscal Year and to provide Net Revenues in an amount equal to: (a) at least 120% of the amounts required to be deposited into each Debt Service Fund (as defined in Appendix C) for the then current Fiscal Year; (b) 100% of the amounts required to be deposited into each Debt Service Reserve Fund (hereinafter defined) for the then current Fiscal Year; (c) 100% of the amounts required to provide for payment of any Junior Bonds (hereinafter defined) for

the then current Fiscal Year; and (d) the amounts necessary to comply in all respects with the terms of the Act and the Bond Ordinance or any other contract or agreement with the Holder of a Bond (“Rate Covenant”).

The City has further covenanted that as soon as practical after it determines in any Fiscal Year that the Revenues will be insufficient to satisfy the Rate Covenant for such Fiscal Year, it will immediately employ a Parking Consultant (as defined in Appendix C) to examine the fees, rates, and other charges of the Off-Street Parking Facilities and the methods of the operations of the Off-Street Parking Facilities and make such recommendations as the Parking Consultant believes are appropriate to enable the City to satisfy the Rate Covenant. If in the judgment of the Parking Consultant it is not possible for the City to meet the Rate Covenant during the ensuing Fiscal Year, the report of the Parking Consultant will so indicate and will further indicate the projected ratio of Revenues to Debt Service anticipated if the recommendations of the Parking Consultant are followed.

The City has covenanted and agreed that promptly upon the receipt of such recommendations, subject to applicable requirements or restrictions imposed by law, it will revise its fees, rates and other charges or its methods of operation and will take such other action as is in conformity with such recommendations. If the City complies with the provisions of the foregoing paragraph and the immediately preceding sentence, it will, for the Fiscal Years in which the Revenues are insufficient to satisfy the Rate Covenant and during which such Parking Consultant is employed and for the subsequent Fiscal Year, be excused from compliance with the Rate Covenant; or, if the report of the Parking Consultant projects a ratio of Revenues to Debt Service which will not satisfy the Rate Covenant, it will be excused from compliance with the Rate Covenant so long as it complies with the provisions of the Bond Ordinance in the second paragraph above and the first sentence of this paragraph and such Rate Covenant does not fall below 1.00 times the required coverage amounts; but this paragraph may not be construed as in any way excusing the City from taking any action or performing any duty required under any section of the Bond Ordinance or be construed as constituting a waiver of any other Default (as defined in Appendix C under the Bond Ordinance) or be construed as excusing the City from so fixing its fees, rates and other charges which together with any other moneys that are available to the City will be sufficient to enable the City to discharge its obligations as they will become due and payable.

See “Appendix C – Summary of Certain Provisions of the Ordinance” under the caption “General Covenants.”

Parking Fines

The City has authorized and appropriated the use of all revenues and fees received by the City by reason of the assessment and collection of any and all citations from non-moving traffic violations (“Parking Fines”) for payment of any Expenses of Operating and Maintaining the Facilities; provided, however, that the City has not covenanted to impose or collect Parking Fines or to maintain in effect any ordinance, resolution, rule or regulation making it a criminal offense to violate parking regulations, and further provided that the City reserves the right to apply Parking Fines for such other purposes as it may deem necessary in the reasonable exercise of its police powers. The Bond Ordinance provides that Parking Fines, as received, will be deposited and held and applied, on a monthly basis, to the Expenses of Operating and Maintaining the Facilities or for such other permitted purposes.

Debt Service Reserve Funds

The Bond Ordinance provides that the City, pursuant to a supplemental ordinance authorizing the issuance of a series of Bonds, may provide for the establishment of a debt service reserve fund (a “Debt Service Reserve Fund”) for such series of Bonds, which 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.

Whenever the aggregate value of cash and securities in a Debt Service Reserve Fund is less than the debt service reserve fund requirement, if any, established with respect to such fund pursuant to the supplemental ordinance authorizing a series of Bonds (“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 the cash and securities in such Debt Service Reserve Fund to the applicable Reserve Fund Requirement during the succeeding 12 months.

The City has not established a Debt Service Reserve Fund with respect to the 2018 Bonds pursuant to the Third Supplemental Ordinance.

Additional Bonds

The City may issue Additional Bonds subject to certain conditions set forth in the Bond Ordinance, including, in the case of Additional Bonds issued other than for the purpose of refunding Bonds:

(A) There is delivered a certificate of the Finance Director or Chief Financial Officer, 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 Bonds or Junior Bonds, and all mandatory sinking fund redemptions, if any, required to have been made will have been made, or (b) that the application of the proceeds of sale of the Series of Bonds to be issued will cure any such 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 in the Bond Ordinance, or (b) setting forth the circumstances of each such Default known to him or her.

(B) If a certificate executed pursuant to (A) above discloses a Default, an opinion of Bond Counsel must be filed with the City opining that, in the case of any such Default so disclosed, each such Default does not deprive the Bondholders of the security afforded by the Bond Ordinance in any material respect.

(C) For the issuance of Bonds to finance the Costs of Acquisition and Construction, or a portion thereof, of any Project (as defined in Appendix C), there will be delivered either (i) a report, based upon the latest available audit of the Facilities as required by the Bond Ordinance, from the Finance Director or Chief Financial Officer, City Manager or chief administrative official stating that the amount of the Revenues of the Facilities is not less than 120% of the sum of the Maximum Debt Service (as defined in Appendix C) on Bonds then Outstanding and the Bonds then proposed to be issued, or (ii) a certificate from an Accountant (as defined in Appendix C) or Parking Consultant stating that the amount of the Revenues of the Facilities, as forecast by the Accountant or Parking Consultant, is not less than 120% of the actual Debt Service (as defined in Appendix C) on all Bonds then Outstanding and the Bonds then proposed to be issued for each of the three Fiscal Years following the later of the date of the delivery of the Bonds of such Series, or the period (if any) for which interest is funded from the proceeds of such Bonds; provided the amount of Revenues for the periods referred to above may be adjusted by adding the following:

(1) in case the rates and charges for the services furnished by the Facilities will have been revised and such revised rates and charges will have gone into effect or will be effective on a future date or dates as evidenced by an ordinance or a resolution enacted or adopted by Council prior to the delivery of the Bonds proposed to be issued, the additional amount of Net Revenues which would have been realized during the periods referred to above if such rates and charges had been in effect during such periods as determined by a Parking Consultant or an Accountant, and

(2) in case an existing parking facility is to be acquired and combined or made a part of the Facilities from the proceeds of the Bonds proposed to be issued, the additional amount of Net Revenues which would have been realized during the periods referred to above if such existing facility or facilities to be acquired had been a part of the Facilities during such periods (which computation of the additional amount of Net Revenues will be based upon the method of computing Net Revenues under the Bond Ordinance and approved by a Parking Consultant or an Accountant).

(D) Such Bonds will be issued to secure funds to defray the Costs of Acquisition and Construction of a Project, including any acquisition or construction of any existing or proposed parking facility which will be combined with or consolidated into the Facilities pursuant to law; 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 Facilities or another parking facility or facilities combined with the Facilities.

(E) The Third Supplemental Ordinance may provide for a deposit into the Debt Service Reserve Fund with respect to such Series of Bonds of cash or securities or an insurance policy, surety bond or letter of credit, as provided in the Bond Ordinance (inclusive of any proceeds of such Series of Bonds to be deposited in the applicable Debt Service Reserve Fund) having an aggregate value not less than the Reserve Fund Requirement, if any, with respect to such Series of Bonds.

Without complying with the above requirements, the City by means of a supplemental 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 Bond Ordinance as follows:

(A) 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 mandatory sinking fund installment due date, the Bonds maturing on such date (or an amount of such Bonds subject to redemption from such sinking fund installments not in excess of the amount of such Bonds required to be redeemed on such due date) for the payment of which sufficient Net Revenues are not available. Any Bonds issued for such purpose will mature (or sinking fund installments therefor will commence) not earlier than the latest stated maturity of the Bonds not then refunded to be Outstanding after such refunding; or

(B) 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 Costs of Issuance and the funding of a Debt Service Reserve Fund thereunder; provided that (i) the aggregate 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 aggregate Debt Service of all Bonds not then refunded and the Bonds to be refunded or (ii) the requirements of the provisions of the Bond Ordinance described in parts (A), (B), (C) and (E) under the first paragraph above are met with respect to the refunding Bonds.

Junior Bonds

The City may issue bonds or bond anticipation notes secured by a pledge of Net Revenues junior and subordinate in all respects to the pledge securing Bonds and other form of indebtedness, including a Capital Lease secured by a pledge of Net Revenues after provision has been made for all payments required to be made with respect to Bonds ("Junior Bonds"), in such amount as it may from time to time determine. Junior Bonds may be issued to secure funds to defray the cost of improving, extending, enlarging or repairing the Facilities or some part thereof, including the acquisition of parking facilities to be combined into the Facilities, or to refund Bonds, Junior Bonds or other notes, bonds or other obligations issued to finance the acquisition, construction or improvement of the Facilities and provided further that the pledge of and lien on Net Revenues at all times be and remain subordinate and inferior to the pledges and liens upon such Net Revenues securing the Bonds. See Appendix C under the caption, "Junior Bonds."

Additional Covenants

In addition to the Rate Covenant, the City has made the additional covenants in the Bond Ordinance:

Operation of Facilities. The City will subject to the provisions below, at all times operate the Off-Street Parking Facilities 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 Facilities may be properly and advantageously conducted.

Sale, Lease, Encumbrances, Substitution or Modifications of Facilities. 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 Bond Ordinance secured by a pledge of the Net Revenues and will not create or cause to be created any lien or charge on the Net Revenues other than the liens and charges created or permitted to be created by the Bond Ordinance, and, except as provided under “*Acquisition of Additional Off-Street Parking Facilities*” and “*Sale, Exchange or Disposal of Component or Enterprise of Off-Street Parking Facilities*” below, no part of the Facilities will be sold, mortgaged, leased or otherwise disposed of or encumbered; provided, however, that the City has reserved the right to (a) make appropriate changes in the location of any parking meters or any other part of the On-Street Parking Facilities made necessary by street widening or street closing; (b) substitute and make changes in the location of parking meters or any other part of the On-Street Parking Facilities to provide essential and necessary traffic regulation and control; and (c) discontinue or modify the use of any On-Street Parking Facilities wherever traffic requirements make such action necessary or desirable. In addition, the City may from time to time permanently abandon the use of, sell, trade or lease any property forming a part of the Facilities, 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:

(i) that the City is not then in Default in the performance of any of the covenants, conditions, agreements or provisions contained in the Bond Ordinance, and

(ii) that the Net Revenues for the preceding Fiscal Year derived from the Facilities, 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 120% of the greatest sum for any Fiscal Year obtained by adding the Debt Service for each Fiscal Year for all Series of Bonds to be Outstanding after giving effect to such abandonment, sale or lease and the application or the receipts therefrom; amounts received from any such sale or disposition will not be considered Revenues of the Facilities.

Acquisition of Additional Off-Street Parking Facilities. No provision of the Bond Ordinance will prevent the combining of the Off-Street Parking Facilities with any other facilities or enterprise of whatever type if such combination then be permitted or authorized by the provisions of the laws of the State and if the requirements set forth below are met; but no such combination will impair the validity or priority of the pledge of Net Revenues and the lien thereon created by the Bond Ordinance. The City has the right from time to time to add other enterprises, activities and facilities (which at the date of enactment of the Bond Ordinance were not included in the definition of Off-Street Parking Facilities) to the Off-Street Parking Facilities, provided that:

(a) the City has determined that such enterprises, activities or facilities are of a similar public nature as are the facilities now constituting the Off-Street Parking Facilities;

(b) the City Council has enacted an appropriate amendatory ordinance to the Bond Ordinance;

(c) the City has received an opinion of Bond Counsel to the effect that such action to be taken under the Bond Ordinance is authorized thereunder and the laws of the State and will not adversely affect the excludability of interest on the Bonds which were intended upon their issuance to be exempt from federal income taxation; and

(d) for each of the five Fiscal Years following the date of the additions to the Off-Street Parking Facilities, Net Revenues, as have been forecasted either by Parking Consultants with a reputation

for expertise in the type of enterprise being added to the Off-Street Parking Facilities or by an Accountant, will be not less than 120% of the Maximum Debt Service on all Bonds to be Outstanding upon completion of such combination; provided, however, that in the event that Bonds are being issued to acquire or improve the acquired utility, the provisions of the Bond Ordinance described in this paragraph (d) will not apply and the City will be required to meet the requirements of the provisions of the Bond Ordinance described in part (C) under the first paragraph and the caption "Additional Bonds" above (as well as the other applicable requirements of the Bond Ordinance) before issuing such Bonds and acquiring such facilities. See "Appendix C - Summary of Certain Provisions of the Ordinance" under the caption "Additional Bonds."

Sale, Exchange or Disposal of Component or Enterprise of Off-Street Parking Facilities. The City may from time to time sell, exchange or otherwise dispose of (but not lease, contract or agree for the use thereof) an entire component or enterprise comprising a part of the Off-Street Parking Facilities, if the following conditions are met:

(a) an ordinance of the City is enacted, describing, in reasonable detail, the component or enterprise of the Off-Street Parking Facilities to be sold, exchanged or disposed of and the rationale for its sale, exchange or disposal and providing that such component or enterprise will no longer be part of the Off-Street Parking Facilities and determining that the sale, exchange or other disposition thereof (i) would not materially affect the operating efficiency of the Off-Street Parking Facilities; (ii) would not materially reduce Net Revenues; and (iii) would be for a consideration not less than fair market value;

(b) the City receives (i) a certificate by an Accountant or a Parking Consultant stating that the City would have been in compliance with the Rate Covenant for the last Fiscal Year for which audited financial statements are available exclusive of that portion of the Net Revenues derived from the component or enterprise to be sold, exchanged or disposed of, or (ii) a report by a Parking Consultant stating that, in the best judgment of such Parking Consultant, the sale, exchange or disposal of such component or enterprise would not materially adversely affect the ability of the City to comply with the Rate Covenant for the current and next succeeding Fiscal Year;

(c) the City receives an opinion of Bond Counsel to the effect that the sale, exchange or disposal of an enterprise or component of the Off-Street Parking Facilities has been effected in accordance with the terms of the Bond Ordinance; and

(d) the sale, exchange or disposal of such component or enterprise would not result in the occurrence of an Event of Default under the Bond Ordinance.

If the City sells or otherwise disposes of an enterprise or component of the Off-Street Parking Facilities, the proceeds, if any, of such sale or other disposition may be applied, at the discretion of the City, as follows:

(i) to the payment or satisfaction, in whole or in part, of (A) Bonds associated with or related to such component or enterprise and (B) any other type of indebtedness of the City associated with or related to such component or enterprise;

(ii) to the payment or satisfaction, in whole or in part, of the amount due under any type of contractual obligations of the City associated with or related to such enterprise or component; or

(iii) to the payment of the construction or purchase of additional improvements or expansions to the Off-Street Parking Facilities.

Removal of Component or Enterprise from the Off-Street Parking Facilities. The City may at any time remove, but not sell, exchange or otherwise dispose of (unless the provisions of the Bond Ordinance described under

“Acquisition of Additional Off-Street Parking Facilities” above are also met), an entire component or enterprise from the Off-Street Parking Facilities provided the following conditions are met:

(a) an ordinance of the City is enacted, describing, in reasonable detail, the component or enterprise of the Off-Street Parking Facilities to be removed from the Off-Street Parking Facilities and the rationale for its removal and providing that such component or enterprise will no longer be part of the Off-Street Parking Facilities;

(b) the City receives (i) a certificate by an Accountant or a Parking Consultant stating that the City would have been in compliance with the Rate Covenant for the last Fiscal Year for which audited financial statements are available exclusive of that portion of the Net Revenues derived from the component or enterprise to be removed from the Off-Street Parking Facilities, or (ii) a report by a Parking Consultant stating that, in the best judgment of such Parking Consultant, the removal of such component or enterprise would not materially adversely affect the ability of the City to comply with the Rate Covenant for the current and next succeeding Fiscal Year;

(c) the City receives an opinion of Bond Counsel to the effect that the removal of an enterprise or component of the Off-Street Parking Facilities has been effected in accordance with the terms of the Bond Ordinance; and

(d) the removal of such component or enterprise from the Off-Street Parking Facilities would not result in the occurrence of an Event of Default under the Bond Ordinance.

BOND INSURANCE

[to be provided]

FLOW OF FUNDS; FUNDS CREATED UNDER THE ORDINANCE

Flow of Funds

The Revenues of the Facilities are to be applied at the times, in the amounts and for the purposes as provided or permitted by the Bond Ordinance, and in the following order of priority:

First, provision will be made for the payment of Expenses of Operating and Maintaining the Facilities;

Second, provision will be made for the payment of the principal of and interest on any Bonds then Outstanding, and there will be transferred into the respective Debt Service Funds, the amounts required by the Bond Ordinance or any supplemental ordinance;

Third, there will be transferred into the respective Debt Service Reserve Funds, if established, the amounts (including any payments required under the terms of any surety bond, insurance policy or letter of credit applicable thereto) required by the Bond Ordinance or any supplemental ordinance for any Bond issued thereunder;

Fourth, provision will be made for payment of interest on amounts advanced by the provider of any surety bond, line of credit, insurance policy or letter of credit as contemplated in the Ordinance;

Fifth, provision will be made for the payment of any Junior Bonds or meeting any other obligations of the City which are or which may become charges, liens of encumbrances upon the Revenues; and

Sixth, the remaining Revenues will be disposed of first, for payment of interest on amounts advanced by the provider of any surety bond, line of credit, insurance policy or letter of credit as contemplated in the Ordinance; second, for the payment of Junior Bonds or to meet any other obligations of the City which are payable

from the Revenues of the Facilities; third, to provide adequate funds for improvements to the Facilities and to build up proper reserves for depreciation and against contingencies; and then, as the Council from time to time determines to be in the best interest of the City.

Creation of Funds Under the Ordinance

A Debt Service Fund for the 2018 Bonds (“2018 Debt Service Fund”) has been created under the Third Supplemental Ordinance. Additional Debt Service Funds will be created, and additional Debt Service Reserve Funds may be created under the supplemental ordinances authorizing the issuance of Additional Bonds. In addition, Construction Funds may be created under the supplemental ordinances authorizing the issuance of Additional Bonds other than for the purpose of refunding Bonds. A brief description of these funds follows:

Debt Service Funds. Debt Service Funds will be kept on deposit with the City, with such designation as may be necessary to distinguish such Debt Service Funds. The respective Debt Service Funds are intended to provide for the payment of the principal of, redemption premium, if any, and interest on the Series of Bonds to which they relate as the same respectively fall due. 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 each Debt Service Fund, including the accounts therein, may be added to and become a part of such fund and the accounts therein or expended as otherwise determined by the City.

Withdrawals from such Debt Service Funds will be made by the City 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 the fifth 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.

Debt Service Reserve Funds. Debt Service Reserve Funds, if any, will be kept on deposit with the City, with such designation as may be necessary to distinguish such Debt Service Reserve Funds. The respective Debt Service Reserve Funds, if any, will be maintained in an amount equal to the applicable Reserve Fund Requirement for a Series of Bonds as determined pursuant to the supplemental ordinance authorizing the issuance of such Series of Bonds, and in the manner determined pursuant to such supplemental ordinance, so long as the applicable Series of Bonds are 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 moneys in each Debt Service Reserve Fund, if any, 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 Bond Ordinance permitting a partial redemption of the applicable Series of Bonds and the balance remaining in the applicable Debt Service Reserve Fund, if any, following such partial redemption will not be less than the applicable Reserve Fund Requirement recomputed following such partial redemption; and

(d) To effect the retirement of a Series of Bonds through purchase under the conditions prescribed in the Bond Ordinance.

Whenever the value (determined as of the valuation date and in accordance with the method specified in the Bond Ordinance) of the cash and securities in the applicable Debt Service Reserve Fund, if any, exceeds the applicable Reserve Fund Requirement (which may be \$0.00), such excess may be used by 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) be considered Revenues or (iii) at the option of the City, be transferred to a Construction Fund during the period of construction acquisition of a Project. Purchases of Bonds will be effected by the City through the Paying Agent.

Construction Fund. A Construction Fund will be created with respect to each Series of Bonds other than refunding Bonds, the moneys in which will be used to defray the Costs of Acquisition and Construction with respect to the Projects (as such term is defined herein) financed with proceeds of such Bonds. Withdrawals from and installments in a Construction Fund will be made as provided in the supplemental ordinance establishing such Construction Fund.

SOURCES AND USES OF FUNDS

The proceeds of the sale of the 2018 Bonds are expected to be used substantially as follows:

<i>Estimated Sources of Funds</i>	<u>2018 Bonds</u>
Principal Amount of 2018 Bonds	\$*
[Less/Plus: Net Original Issue Discount/ Premium]	[]
Transfers from 2005A Debt Service Fund	[]
Transfers from 2014 Debt Service Funds	[]
TOTAL SOURCES OF FUNDS	\$ _[]*
 <i>Estimated Uses of Funds</i>	
Optional Redemption of Refunded Bonds	\$[]
Costs of Issuance ⁽¹⁾	<u>[]</u>
TOTAL USES OF FUNDS	\$*

⁽¹⁾Includes Underwriters' Discount and certain legal, accounting and other financing expenses incurred by the City (including the premium for the Policy), and rounding amount of (\$[]).

PLAN OF REFUNDING

To accomplish the refunding of the Refunded Bonds, a portion of the proceeds from the sale of the 2018 Bonds, together with other available amounts (1) will be deposited with [], as paying agent and used to pay the principal, redemption premium and interest on the Refunded Bonds upon their redemption on the delivery date thereon ("Redemption Date"). The City previously directed the paying agent for the Refunded Bonds to distribute a notice of redemption thereof calling the Refunded Bonds for redemption on the Redemption Date.

FINANCIAL INFORMATION

Five-Year Summary

The City has established an enterprise fund ("Parking Facilities Fund") to account for the operation and maintenance of the Facilities. The following table sets forth a summary of the revenues, expenses, and debt service coverage of the Parking Facilities Fund for the Fiscal Years ended June 30, 2013, through June 30, 2017 (which are derived from the audited results for those years). This summary should be read in conjunction with the audited financials statements of the City and the accompanying schedules for the applicable years, copies of which are available for inspection at the City. Additionally, copies of the City's Comprehensive Annual Financial Report for the Fiscal Years ended June 30, 2013, through June 30, 2017, are available on the City's website at <http://www.columbiasc.net/finance>, 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 audit or other procedures related to any of the information contained herein.

	2013	2014	2015	2016	2017
Operating Revenue					
Charges for Services	\$4,405,851	\$4,406,831	\$5,167,253	\$5,295,080	\$ 6,134,730
Other Operating Revenues	2,279,999	1,979,558	1,872,912	1,763,374	1,999,576
Total Operating Revenues	\$6,685,850	\$6,386,389	\$7,040,165	\$7,058,454	\$ 8,134,306
Operating Expenses					
Personnel Services	\$2,243,986	\$2,186,736	\$2,357,244	\$2,536,422	\$ 2,564,132
Materials and Supplies	167,023	173,345	234,365	271,640	266,520
Other Services and Charges	536,043	337,326	658,682	658,665	710,503
Heat, light and power	340,489	342,970	326,287	310,176	252,775
Depreciation	1,228,628	1,483,042	1,505,756	1,567,720	1,648,286
Bad Debt Expense ²	12,167	33,126	-	-	-
Total Operating Expenses	\$4,528,336	\$4,556,545	\$5,082,334	\$5,344,623	\$5,442,216
Operating Income (Loss)	\$2,157,514	\$1,829,844	\$1,957,831	\$1,713,831	\$2,692,090
Non-Operating Revenues (Expenses)					
Investment Income (Loss)	\$ 47,662	\$ 97,391	\$ 77,005	\$ 122,541	\$ 65,672
Rental income	-	-	-	-	114,273
Other Non-Operating Revenue	178,473	108,675	106,800	288,927	1,860
Gain (Loss) from Sales of Assets	(177,204)	-	3,690	-	2,295
Interest Expense	(1,594,365)	(1,482,784)	(1,988,663)	(1,710,943)	(1,675,557)
Amortization of Bond Costs-Deferred Charges ³	(84,321)	(25,932)	(427,766)	(32,224)	(22,503)
Total Non-Operating Revenues (Expenses)	\$(1,629,755)	\$(1,302,650)	\$(2,228,834)	\$(1,331,699)	\$ (1,520,160)
Income Before Operating Transfers	\$527,759	\$527,194	\$(271,003)	\$382,132	\$ 1,171,930
Operating Transfers In (Out)	(21,783)	(178,323)	(322,586)	(930,469)	(925,785)
Change in Net Assets	\$505,976	\$348,871	\$(593,589)	\$(548,337)	\$ 246,145
Net Assets/(Deficits) – Beginning	\$29,577,321	\$30,083,297	\$29,933,650	\$26,735,133	\$ 26,186,799
Restatement¹	-	(498,518)	(2,604,928)	-	-
Net Assets/(Deficits) – Ending	<u>\$30,083,297</u>	<u>\$29,933,650</u>	<u>\$26,735,133</u>	<u>\$26,186,796</u>	<u>\$26,432,944</u>

¹ The City implemented GASB Statement 65, *Items Previously Reported as Assets and Liabilities*, in Fiscal Year ended June 30, 2014, whereby deferred costs from the refunding debt were previously deferred and amortized. GASB Statement 68, *Accounting and Financial Reporting for Pensions-An Amendment of GASB Statement No. 27*, was implemented in Fiscal Year ending June 30, 2015.

² Bad debt expense was shown as a separate line item in the CAFR until Fiscal Year 2014, after that it was shown as a reduction in Charges for Services (and only shown separately for Non-major Proprietary Funds).

³ 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 misleading, as bond issuance costs are no longer amortized per GASB 65.

Facilities Revenues

The following table sets forth the Revenues generated from the Facilities for the Fiscal Years ended June 30, as shown:

	<u>2013</u>	<u>2014</u>	<u>2015</u>	<u>2016</u>	<u>2017[†]</u>
Fines/Forfeitures	\$2,277,746	\$1,974,919	\$1,867,785	\$1,758,523	\$1,994,750
Meters	2,223,994	2,142,077	2,218,466	2,313,166	2,567,160
Taylor Street Garage	97,473	103,985	110,255	125,226	134,104
Washington Street Garage	155,883	259,463	200,089	169,837	167,162
Sumter Street Garage	333,146	230,791	612,116	567,496	675,834
Lady Street Garage	813,024	802,427	830,415	943,938	933,487
Riverfront ¹	3,600	3,600	3,600	(6,000)	-
Arsenal Hill Garage	50,827	49,939	47,488	45,092	36,940
Park Street Garage	446,582	459,095	490,444	433,804	493,647
Lincoln Street Garage	61,506	75,990	178,053	216,149	243,251
Devine Street	840	1,120	1,100	1,900	2,920
PJ Cannon Garage	36,711	82,839	180,996	184,422	170,694
Lots	34,208	28,335	29,550	27,237	40,585
Special Events [‡]	58,487	61,692	132,880	163,796	374,662
In/Out Parking	34,778	38,488	48,834	59,611	67,300
Validations	14,152	14,326	13,550	2,074	268
Meter Bag Fee	21,141	36,255	57,907	56,252	174,692
Other	20,814	21,447	15,192	14,020	48,298
Total	6,684,912	6,386,788	7,038,720	7,076,543	8,125,754

¹ In October 2013, the City sold this parking facility, as permitted by the Ordinance.

[‡] The City reports Special Events revenue as part of the “Other” revenue category, but the City has broken out this information as a separate line-item to more accurately depict the growth over the period shown.

[†] Preliminary and unaudited as of November 1, 2017. Figures remain subject to adjustments and accruals and do not include any notes to financial statements.

Historical Net Revenues, Debt Service, and Coverage

The following table sets forth historical Net Revenues, Debt Service, and Debt Service Coverage calculated under the Ordinance for the Fiscal Years ended June 30, 2015, through June 30, 2017.

	<u>2015</u>	<u>2016</u>	<u>2017</u> [†]
Revenues			
Operating Revenues	\$7,040,165	\$7,058,454	\$8,134,306
Plus: Interest Earnings	77,005	122,541	65,672
Plus: Lease/Rental Income	106,800	109,755	116,568
Less: Parking Fines	(1,867,785)	(1,758,523)	(1,994,750)
Less: Late Fees	(3,088)	(3,248)	(2,851)
Total Revenues	\$5,353,097	\$5,528,979	\$6,319,005
Expenses			
Operating Expenses	\$5,082,334	\$5,344,623	\$5,441,827
Add Back: Depreciation	(1,505,756)	(1,567,720)	(1,648,286)
Add Back: Interest Expense	-	-	-
Add Back: Parking Fines	(1,867,785)	(1,758,523)	(1,994,750)
Add Back: Transfers Out	-	-	-
Total Expenses	\$1,708,793	\$2,018,379	\$1,798,790
Net Revenue Available for Debt Service	\$3,463,587	\$3,693,019	\$4,524,476
Debt Service			
2005A	\$1,649,919	\$1,371,581	\$1,371,581
2005B	835,718	848,740	858,195
2014	327,171	591,092	583,772
Total Debt Service	\$2,812,807	\$2,811,413	\$2,813,548
Coverage	1.30	1.25	1.61

[†]Preliminary and unaudited as of November 1, 2017. Figures remain subject to adjustments and accruals and do not include any notes to financial statements.

Projected Debt Service Requirements

The following table sets forth the aggregate debt service requirements, beginning with Fiscal Year 2018, for the outstanding principal amount of the 2005A Bonds (if any remain after issuance of the 2018 Bonds), the 2014 Bond (if any remain after issuance of the 2018 Bonds), and the 2018 Bonds.

<u>Fiscal Year</u>	<u>Existing Debt Service</u>	<u>Principal</u>	<u>Interest</u>	<u>Total</u>	<u>Aggregate Debt Service</u>
2018					
2019					
2020					
2021					
2022					
2023					
2024					
2025					
2026					
2027					
2028					
2029					
2030					
2031					
2032					
2033					
2034					
2035					
2036					
2037					
2038					
2039					
2040					
2041					
2042					

Note: Totals may not sum due to rounding.

Projected Net Revenues, Debt Service, and Coverage

The following table sets forth projected Net Revenues, Debt Service, and resulting Debt Service Coverage of the 2018 Bonds for the Fiscal Years ending June 30, 2018, through 2022.

<u>Fiscal Year</u>	<u>Net Revenues^(a) (b)</u>	<u>Aggregate Existing Debt Service</u>	<u>2018 Bonds</u>	<u>Aggregate Debt Service</u>	<u>Coverag e</u>
2018	\$	\$			
2019					
2020					
2021					
2022					

^(a)For purposes of this table the City has assumed no increase in Net Revenues from Fiscal Year 2017 (preliminary and unaudited).

The figures set forth in the table above are projections. The actual results are dependent on a number of factors, many of which are outside the City's control, and do not take into account the issuance of future indebtedness, if any, or future changes in Net Revenues or the Facilities. No assurance can be given that the projections set forth above will be realized. The City presently has no plans over the next five years for the issuance of Additional Bonds (as defined herein).

Management's Discussion and Analysis
[TO COME]

Accounting Policies

Management of the City is responsible for establishing and maintaining an internal control structure designed to ensure that the assets of the City are protected from loss or unauthorized use or disposition and to ensure that adequate accounting data are compiled to allow for preparation of financial statements of the City in conformity with generally accepted accounting principles.

The City has a policy of preparing its Financial Statements in conformity with Generally Accepted Accounting Principles. In addition, Section 5-7-240 of the Code of Laws of South Carolina, 1976, as amended, requires that the financial statements be audited annually by independent certified public accountants. [City to supply information about 5-year GFOA certificate for audit]

Budgeting Procedure

The City of Columbia uses a modified program budget based on the various functions and activities in the City. The budget process begins with the development of an Annual Activity Work Plan by each department and division which plans are due by the end of November. The City Manager reviews these plans in December and gives departments and divisions input on what he or she wants to emphasize in the upcoming budget. Budgets are then developed in the departments and divisions and submitted to the City Manager by the beginning of February. The City Manager reviews and revises these budgets in March, and the City Manager's recommended budget is submitted in April to City Council for final approval prior to the beginning of each Fiscal Year on July 1.

The budget is monitored on a monthly basis and revisions are made as necessary to account for changes in anticipated revenues and expenditures.

THE CITY AND THE FACILITIES

General Description

The Revenues are derived from the operation by the City of the Facilities consisting of On-Street Parking Facilities and Off-Street Parking Facilities (as such terms are defined herein). As of October 31, 2017, the Off-Street Facilities are comprised of the Lady Street, Sumter Street, Lincoln Street, Taylor Street, Washington Street, Arsenal Hill, Cannon and Park Street parking garages, and the North Sumter and Devine Street lots. The number of spaces, monthly rates, and hours of operation of each of these facilities is set forth in the following table.

<u>Facility</u>	<u>No. of Spaces</u>	<u>Metered Spaces²</u>	<u>Monthly Rates</u>	<u>Hours of Supervised Operation</u>
Lady Street ¹	1006	0	\$105/\$78 ³	7 a.m. - 8 p.m., Monday-Friday
Sumter Street ¹	908	0	\$105/\$78 ³	8 a.m. - 8 p.m., Monday-Friday
Lincoln Street ¹	675	0	\$80/\$65 ³	Not Applicable
Taylor Street	353	77	\$52	Not Applicable
Washington Street	457	14	\$105/\$78 ³	8 a.m. - 6:30 p.m., Monday-Friday
Arsenal Hill	150	10	\$57	Not Applicable
North Sumter Lot	113	45	\$50	Not Applicable
Cannon	532	60	\$85/\$65 ³	Not Applicable
Park Street ¹	850	0	\$80/\$65 ³	9:15 a.m. - 6:00 p.m., Monday-Friday
Devine Street Lot	33	0	\$20	Not Applicable

¹These garages have cashiered hourly parking: \$1 for first half hour/\$1 for second half hour/\$1 per hour for second and additional hours to a per day maximum of \$10.

²Hourly metered parking is \$0.75 per hour.

³The first number is the monthly rate for an assigned space; the second number is the monthly rate for an unassigned space.

As of October 31, 2017, the City maintains more than 4,400 on-street, metered spaces. Meter rates are \$0.75 per hour. Time limits on these meters range from 30 minutes to 10 hours, with the predominant time limit being two hours.

In addition, the City allows two additional options for paying parking meters: (1) the Passport Parking App and (2) SmartCards.

The Passport Parking App permits customers to pay for parking by downloading the APP, registering with the information requested, including your license plate number, and a credit card, and then paying for a specific meter once parked by entering the “zone” information in the App. In addition to the normal parking charges associated with metered parking, the App charges an additional convenience fee.

SmartCards are available for sale at the Parking Service Department’s Customer Service Office. SmartCards can be used in most of the City’s meters. The SmartCard costs \$5. Customers who purchase SmartCards receive a 6% bonus. SmartCards can be “recharged” and reused.

Tokens are also available for purchase. A single token provides one hour of parking at any of the City’s parking meters. Tokens can be purchased in bags of 50 for \$35, a savings of \$2.50 over standard parking fees.

Administration of the City and the Facilities

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. Rickemann	Business Consultant	December 31, 2021

[†]City Councilman Sam Davis is the Chief Executive Officer of BEKOTU and Associates, Inc.

^{††} Suspended from service on City Council by executive order of Governor Henry McMaster.

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.

Melissa Gentry is the Assistant City Manager for Operations and is responsible for all Parking-related activities; Development Services; General Services, Public Works; and Utilities & Engineering Services. Ms. Gentry served as the City Engineer for five years before she was promoted to Public Works Director. Ms. Gentry became the Assistant City Manager for Operations in July 2011. Ms. Gentry earned her Bachelor of Science in Civil and Environmental Engineering in 1994 and her Masters of Business Administration in 2002 from the University of South Carolina.

[City to provide]

Parking Master Plan

[City to provide if applicable]

Alternative Parking Facilities

There are a number of private off-street parking garages and lots located in the City which may, to some extent, compete with the Facilities. Most of these facilities serve the parking needs of the office workers within a particular building, and accordingly have few spaces available for daily parkers. Some of the more prominent garages and lots in the downtown Columbia area are shown below:

1007 Park Street: Daily rates are \$1.00 per hour. Monthly rate is \$65.00 for unreserved spaces. Equipped with charging stations for electric vehicles. The facility is open 24 hours a day.

1400 Sumter Street: 117 total spaces. Monthly rate is \$78.00 for unreserved spaces. Equipped with charging stations for electric vehicles. The facility is open 24 hours a day.

811 Main Street: Daily rates are \$0.50 for the first one-half hour and \$1.00 per each additional hour; monthly rates are \$85.00 for reserved spaces and \$80.00 for unreserved spaces. The facility is open 24 hours a day.

Bank of America Plaza at Main and Richland: 925 total spaces, of which 810 are under monthly contract. Daily rates are \$1.25 for the first hour and \$1.00 per each additional hour up to a maximum of \$12.00 per day; monthly rates are \$90.00 for reserved and \$70.00 for unreserved. The facility is open 24 hours a day.

Bull Street Garage at 600 Bull Street: Daily rates are \$1.00 per hour up to a maximum of \$15.00 per day. The facility is open 24 hours a day.

Discovery Plaza at 821 Park Street: 1,400 total spaces. Daily rates are \$1.00 per hour up to a maximum of \$15.00 per day. The facility is open 24 hours a day.

Horizon Garage at 519 Main Street: 1,000 total spaces. Daily rates are \$1.00 per hour up to a maximum of \$3.00 per day. The facility is open 24 hours a day.

Jefferson Square Garage at 1800 Assembly Street: 500 total spaces. Daily rates are \$2.00 per hour for the first hour, and \$1.00 for each additional hour, up to a maximum of \$8.00 per day; monthly rates are \$52.00 per month. The hours of operation are 8:30 a.m. to 5:30 p.m., Monday through Friday.

Keenan Garage at 1200 Marion Street: 800 total spaces. Daily rates are \$1.25 for the first half hour, \$2.00 for the first hour, and \$1.00 per hour after that up to a maximum of \$8.00 per day; monthly rates are \$75.00 for unreserved spaces. The facility is open 24 hours a day.

Matthew Perry Federal Garage at 1100 Richland Street: 759 total spaces. Daily rates are \$1.00 for the first 15 minutes; \$2.00 for the first 30 minutes; and \$4.00 per each additional hour up to a maximum of \$10.00 per day; monthly rates are \$75.00 for reserved spaces and \$55 for unreserved spaces. The hours of operation are 7 a.m. to 7:00 p.m., Monday through Friday. (Note: This garage is owned by the U.S. General Services Administration and managed by Central Parking. It is open to the general public, although federal employees in the adjacent federal facilities have priority on monthly parking.)

Meridian Garage on Washington Street at Sumter: 900 total spaces. Daily rates are \$1.00 for the first half hour and \$2.00 for every hour after with a \$10.00 per day maximum. Reserved spaces range are \$120.00 per month with unreserved spaces at \$90.00 per month. The facility is open 24 hours a day.

The Tower at 1301 Gervais: 557 total spaces. Daily rates are \$1.25 for the first half hour and \$1.00 per each additional hour up to a maximum of \$7.00 per day. Reserved spaces range are \$85.00 per month with unreserved spaces at \$75.00 per month. The facility is open 24 hours a day.

Vista Center Garage at 1309 Assembly Street: 764 total spaces. All spaces are private parking. Reserved spaces are \$65.00 per month and unreserved spaces are \$40.00 per month. The hours of operation are 8:30 a.m. to 5:30 p.m., Monday through Friday.

The Off-Street Facilities are primarily used by people working in or using the adjoining buildings, including customers, tourists, and visitors. Other parking facilities on other sites are not, necessarily, viewed as alternatives.

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 end June 30, 2016, the City made contributions to the SCRS of \$6,155,138 and to the PORS of \$5,548,189 which amounts equaled the statutorily required contributions to SCRS and PORS. [Does the City have an unaudited number available]

City employees eligible for participation in the SCRS may choose to participate in the ORP, which is a defined contribution plan in which participants direct the investments of their funds in a plan administered by one of four investment providers. The Systems assume no liability for the ORP benefits and for this reason the ORP is not considered part of the retirement systems for financial statement purposes. Contributions to the ORP are set at the same rates as the SCRS. To participate in the ORP, participants must irrevocably waive participation in the SCRS.

Additionally, the Authority issues its own Comprehensive Annual Financial Report for the Systems (“Report”). A copy of the Report for Fiscal Year ended June 30, 2016, 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 <http://www.cg.sc.gov/publicationsandreports/Pages/CAFRFY20152016.aspx> (which is not intended to be an active hyperlink and is not incorporated by reference herein).

Plan Contributions

Contribution Rates to Plans Prior to July 1, 2017: For fiscal years prior to July 1, 2017, the Board of Directors of the Authority (“Authority Board”) set the rate of contribution required by participating employers and employees based on the actuarial valuation of the plans. For the prior fiscal year, the Authority Board set contribution rates for

the SCRS and PORS plans at 8.16% and 8.74%, respectively, for employees and for employers set the contribution rates for the SCRS and PORS plans at 11.06% (which includes a contribution for group-life insurance benefits) and 13.74% (which includes a contribution of 0.20% for group life insurance benefits and 0.20% for accidental death program benefits), respectively.

Contribution Rates to Plans Beginning July 1, 2017: Act No. 13 of 2017 (“Plan Legislation”), was signed into law on April 25, 2017, and is effective commencing with the fiscal year beginning July 1, 2017. The Plan Legislation removes the power from the 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 shortens the amortization schedule for the unfunded actuarial accrued liability of the SCRS and PORS. 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>	SCRS		PORS	
	<u>Employer Contribution</u>	<u>Employee Contribution</u>	<u>Employer Contribution</u>	<u>Employee Contribution</u>
2017-2018	13.56%	9.00%	16.24%	9.75%
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 an \$[City to provide] increase in its budget for Fiscal Year 2017-2018 to fund the increased employer contribution as set forth in the Plan Legislation.

Reporting Plan Liability

In accordance with the Governmental Accounting Standards Board's Statement ("GASB") No. 68, the City reported its proportionate share of the overall Net Pension Liability of the Systems – which represents the difference between the total cost of the Systems' expected future benefits to be paid and the value of assets on hand to cover the benefits – in the City's financial statements for fiscal year ending June 30, 2016. The City reported its proportionate share of SCRS and PORS Net Pension Liability as \$108,153,887 and \$66,145,819, respectively or 0.570267% and 3.03491% 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 accordance 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 GASB Statement 45, the City's annual other postemployment benefit cost is calculated based on the City's annual required contribution ("ARC"). The ARC represents a level of funding that, if paid on an ongoing basis, is projected to cover normal cost each year and amortize any unfunded actuarial liabilities or funding excess over a period not to exceed thirty years. As of July 1, 2017, the most recent actuarial valuation date, the estimated Actuarial Accrued Liability was \$[City to provide], with an estimated Annual Required Contribution for fiscal year end June 30, 2017, of \$[City to provide]. The City anticipates the unfunded 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.

ENFORCEABILITY OF REMEDIES

The remedies available to the owners of the 2018 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 2018 Bonds may not be readily available or may be limited. The various legal opinions to be delivered concurrently with the delivery of the 2018 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 creditors enacted before or after such delivery.

LEGAL MATTERS

Litigation

No litigation, to the knowledge of the City, is threatened in any court to restrain or enjoin the issuance or delivery of the 2018 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 2018 Bonds or, in any way contesting or affecting the validity of the 2018 Bonds, the General Ordinance or the Supplemental Ordinance, the power to collect, pay or receive the moneys with which to pay the 2018 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 2018 Bonds are subject to the approval of the legality of issuance thereof by McNair Law Firm, P.A., Columbia, South Carolina (“McNair”), 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 2018 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 McNair Law Firm, P.A. have represented one or both of the Underwriters as counsel in financing transactions unrelated to the sale of the 2018 Bonds. Neither the City nor either 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 2018 Bonds.

TAX EXEMPTION AND OTHER TAX MATTERS

Internal Revenue Code of 1986

In the opinion of McNair, to be delivered on the date of issuance of the 2018 Bonds, under existing laws, regulations, rulings and judicial decisions and assuming the City's continued compliance with certain covenants described below, interest on the 2018 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 2018 Bonds, including, among other things, permitted uses and investment of the proceeds of the 2018 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 2018 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 2018 Bonds from gross income for federal tax purposes. Failure of the City to comply with the covenant could cause the interest on the 2018 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 2018 Bonds is not an item of tax preference for purposes of the individual and corporate alternative minimum tax. However, interest on the 2018 Bonds will be includable in the adjusted current earnings of a corporation for purposes of computing the alternative minimum tax imposed on corporations.

Although McNair is of the opinion that interest on the 2018 Bonds is excludable from gross income for federal income tax purposes, the accrual or receipt of interest on the 2018 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 2018 Bonds should be aware that ownership of the 2018 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 2018 Bonds. McNair will not express any opinion as to such collateral tax consequences. Prospective purchasers of the 2018 Bonds should consult their tax advisors as to collateral federal income tax consequences.

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 2018 Bonds may affect the tax status of interest on the 2018 Bonds. In rendering its opinion, 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 2018 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 2018 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 2018 Bonds and could also affect, perhaps significantly, the market price for, or marketability of, the 2018 Bonds. Prospective purchasers of the 2018 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 McNair expresses no opinion.

[Original Issue Discount]

Certain of the 2018 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 2018 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 2018 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 2018 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 2018 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 2018 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 2018 Bonds.]

State Tax Law Matters

McNair is of the opinion that under present laws of the State, interest on the 2018 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 2018 Bonds will be included in such computations.

FINANCIAL ADVISOR

Stifel, Nicolaus and Company, Incorporated, Columbia, South Carolina, has served as Financial Advisor to the City in connection with the offer and sale of the 2018 Bonds. As such, it has participated in the preparation of and review of the various financing documents related to the 2018 Bonds. The Financial Advisor will be paid from the proceeds of the 2018 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 2018 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 ending June 30, 2017 ("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 2018 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 2018 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 2018 Bonds (including persons holding 2018 Bonds through nominees, depositories or other intermediaries), or (b) is treated as the owner of any 2018 Bonds for federal income tax purposes. If any person seeks to cause the City to comply with its continuing disclosure obligations under the Continuing Disclosure Agreement, it is the responsibility of such person to demonstrate that it is a "Holder" within the meaning of the Continuing Disclosure Agreement.

For the fiscal year ended June 30, 2012, the City filed its annual report containing unaudited financial statements, due on or before January 26, 2013, on January 31, 2013, and filed its audited financial statements on April 25, 2013. The City's annual reports for fiscal year ended June 30, 2012, did not include as a part of its financial information and operating data the "Comparison of Water Rates in the Columbia MSA" chart which compares the average monthly water bills for certain providers of water service within the Columbia Metropolitan Statistical Area. For further information regarding the City and the Columbia MSA, see Appendix B attached hereto. The City supplemented its annual reports and provided the necessary information through a corrective filing with the MSRB, made on November 12, 2013, which filing was linked to such of the City's bonds (and individual CUSIPs thereof) as were outstanding and subject to continuing disclosure at the time of such filing.

For the fiscal year ended June 30, 2013, the City filed its annual report, due on or before January 26, 2014 (Sunday), on January 27, 2014. For the fiscal year ended June 30, 2014, the City timely filed its annual report on January 23, 2015. For the fiscal year ended June 30, 2015, the City timely filed its annual report on January 22, 2016. For each of the fiscal years ended June 30, 2012 and 2013, the City filed a Notice of Late Filing on June 24, 2017, which filing was linked to such of the City's bonds (and individual CUSIPs) as were outstanding and subject to continuing disclosure at the time of such filing and for which an annual report is required to be filed with the MSRB no later than 210 days subsequent to the last day of the City's fiscal year.

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 October 28, 2016, with respect to Moody's change of Assured Guaranty Corp's rating from Aa3 to A3 in January 2013 and S&P's change of Assured Guaranty Corp's rating from AA+ to AA- in November 2011. 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 Trustee or 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 2018 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 2017, 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, 2017 (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 2018 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 2018 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 2018 Bonds.

Underwriting

The 2018 Bonds are being purchased for reoffering by the Underwriters. The Underwriters have agreed, subject to certain conditions, to purchase the 2018 Bonds at a purchase price of \$[] (which reflects a net original issue premium of \$[] less Underwriters' Discount of \$[]).

TD Securities (USA) LLC has entered into a negotiated dealer agreement ("TD Dealer Agreement") with TD Ameritrade for the retail distribution of certain securities offerings, including the 2018 Bonds at the original issue prices. Pursuant to the TD Dealer Agreement, TD Ameritrade may purchase the 2018 Bonds from TD Securities (USA) LLC at the original issue prices less a negotiated portion of the selling concession applicable to any of the 2018 Bonds TD Ameritrade sells. The Underwriters may offer and sell the 2018 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 2018 Bonds and the determinations of the City Council relating thereto are qualified in their entirety by reference to the definitive forms of the 2018 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 2018 Bonds is fully set forth in the Ordinance and neither any advertisement for the 2018 Bonds nor this Official Statement is to be construed as constituting an agreement with the holders of the 2018 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 2018 Bonds has been duly authorized by the City.

CITY OF COLUMBIA, SOUTH CAROLINA

Stephen K. Benjamin, Mayor

APPENDIX A

**PORTION OF THE COMPREHENSIVE ANNUAL FINANCIAL REPORT
OF THE CITY FOR FISCAL YEAR ENDED JUNE 30, 2016**

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 is 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

Source: U.S. Department of Commerce, Bureau of the Census.

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 calendar years, for which information is available, is shown in the following table. Median family income figures for the State and United States are shown for comparison purposes.

<u>Year</u>	<u>Columbia MSA</u>	<u>State</u>	<u>United States</u>
2012	\$64,500	\$55,800	\$65,000
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

Source: U.S. Department of Urban Development, Economic and Market Analysis Division.

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>
2012	8.7	7.0	8.2	9.2	8.1
2013	7.4	5.8	6.9	7.6	7.4
2014	6.5	5.1	6.0	6.4	6.2
2015	6.1	4.9	5.7	6.0	5.3
2016	5.3	4.0	4.7	4.8	4.9

Source: U.S. Department of Labor, Bureau of Labor Statistics

The monthly unemployment rates in the City, Lexington County, Richland County, the State and the United States for the last 12 months, for which information is available, 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>
January 2017	5.4%	3.9%	4.7%	4.9%	5.1%
February 2017	4.8	3.8	4.4	4.6	4.9
March 2017	4.4	3.4	3.9	4.0	4.6
April 2017	3.8	3.0	3.5	3.7	4.1
May 2017	4.0	3.1	3.6	3.8	4.1
June 2017	4.9	3.6	4.2	4.4	4.5
July 2017	4.9	3.6	4.2	4.5	4.6
August 2017	5.0	3.9	4.6	4.8	4.5
September 2017	4.1	3.4	3.9	4.2	4.1
October 2017	4.1	3.4	4.0	4.2	3.9
November 2017	4.4	3.5	4.1	4.0	3.9
December 2017	4.7 [†]	3.7 [†]	4.3 [†]	4.2	3.9

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 calendar years, for which information is available:

<u>Fiscal Year</u>	<u>Lexington County</u>	<u>Richland County</u>	<u>City</u>
2012	10,020,668,349	10,534,410,062	4,975,751,464
2013	10,653,377,005	10,796,020,131	5,238,086,906
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

Source: South Carolina Department of Revenue

Construction Activity

The growth of the Columbia MSA 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>
2013	33	29,167,670	226	33,847,371
2014	19	87,236,042	178	35,203,257
2015	32	96,485,135	629	118,450,921
2016				
†2017				

Source: City of Columbia, Planning and Development Services, Permits

†Unaudited

Commerce and Industry

State and federal payrolls are major sources of employment and income for residents of the County. The County has experienced considerable expansion of Federal, State, and the County facilities. A prior example of governmental investment in the County 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 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.

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 recently 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 winter 2017. 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 is 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.

In August 2017, University of South Carolina trustees signed off on 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.

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.

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 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.

Other 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, and the recently opened Hyatt Place.

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 for the Arts, 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 Moncreif Army Community Hospital (“Moncreif”), a 60-bed general medical and surgical hospital located on the base. Moncreif 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 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.

In January 2016, Dominion Carolina Gas Transmission announced its plans to establish operations in Columbia, SC. Dominion's new facility will incorporate 120,000 square feet of office space on a nine-acre campus. This move comes on the heels of their acquisition of Carolina Gas Transmission from SCANA Corporation. Dominion is expected to invest \$10 million in its new facility as well as bring around 100 high wage paying jobs to the City.

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.

In October 2015, Enstar Group Limited, a company that specializes in the acquisition and management of diversified business, announced that it had acquired Companion Property and Casualty Insurance Company and renamed it Sussex Insurance Company. Enstar is investing \$500,000 in its County operations, allowing the Sussex business to retain all existing 120 positions, as well as creating more than 50 new jobs over nine months.

In August 2015, Total Quality Logistics, a third-party logistics provider, announced its plans to establish logistics and sales operations in the County. The Company is investing \$565,000 in the facility, which opened on October 26, 2015, and expects to create 100 new jobs over five years.

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 September 2014, The Ritedose Corporation, a leading pharmaceutical products manufacturer, announced an expansion to its operations in the company's Richland County facility. The expansion is expected to cost up to \$110-million and could add more than 80,000 square feet of space to the company's existing 120,000-square-foot manufacturing and packaging facility in a phased manner and create more than 65 jobs over five years. Execution of the expansion plan will be contingent upon regulatory approval of the products and the facilities by the U.S. Food and Drug Administration (FDA).

In June 2014, RhythmLink International, LLC, a medical device manufacturing company, announced an expansion to its Richland County facility at 1140 First Street South in the Columbia Industrial Park. The expansion includes a \$1.4 million investment expected to create 50 new jobs and a world-class automated packaging line in a new 1,500-square-foot ISO 8 Certified, Class 100,000 cleanroom. Founded by neurodiagnostic technicians and engineers in 2002, RhythmLink designs, manufactures and distributes a variety of medical devices for intraoperative neuromonitoring, electroencephalography, evoked potentials, polysomnography, long-term monitoring epilepsy and critical care units.

In September 2013, Dayton Rogers Manufacturing Company, a full-service metal forming supplier headquartered in Minnesota, announced that it will open a new production facility in Richland County. The company plans to invest approximately \$11 million and is expected to generate 134 new jobs over the next five years. Dayton Rogers Manufacturing Company has established a two-building facility totaling 135,000 square feet for its operations. The new plant is located at 1020 2nd Avenue in Columbia and became operational in December 2013.

In September 2013, 2AM Group, a supplier of logistics, manufacturing and quality services to the automotive, aerospace and marine industries announced that it is establishing its new production facility in Richland County. 2AM Group hopes to generate 100 new jobs over the next three years with this \$500,000 investment. The company

has received the “Best in the World” award for warehouse management from BMW AG.

The following table shows the ten largest industrial employers 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	3,794
Michelin North America Inc.	Tire manufacturing	2,080
Westinghouse Electric Corp.	Nuclear fuel assemblies	1,110
House of Raeford	Poultry processing	857
Invista	Chemical products/preparation	1,100
McEntire Produce	Fresh Produce Processor	585
International Paper Co.	Fine paper	675
Square D/Schneider Electric	Industrial electrical controls	530
Sysco	Food processing	500
FNH USA	Metal products	400

Source: Central SC Alliance

The following table shows the largest non-industrial employers (other than the governmental entities described under “Government Employers” below) located within the Columbia MSA, the type of business and their approximate number of employees:

<u>Name</u>	<u>Type of Business</u>	<u>Number of Employees</u>
Palmetto Health	Health Care	12,500
Blue Cross & Blue Shield of SC	Insurance	10,500
Lexington Medical Center	Healthcare	6,450
Amazon	Distribution Center	4,000
Allied Barton Security Services	Corporate Security	3,300
AT&T	Telecommunications	2,400
Providence Health	Healthcare	1,809
First Citizens Bank	Banking	1,313
Palmetto GBA	Finance & Insurance	1,300
Colonia Life	Finance & Insurance	1,140

Source: Central SC Alliance

Government Employers

Governmental entities are the largest employers in the Columbia MSA. As the table under the heading “Columbia MSA Labor Force Estimate” indicates, such governmental entities have historically provided a stable employment base. These entities include the State government, local governments (including the City), other federal government entities and local school districts. The table shown below provides a breakdown on employment by these entities for the Columbia MSA:

<u>Name</u>	<u>Approximate Number of Employees</u>
State of South Carolina	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

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 35 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.

In 2010, Atlantic Southeast Airlines, a wholly owned subsidiary of SkyWest, Inc., cut the ribbon on its regional jet maintenance facility at the Airport. The Airport is Atlantic Southeast’s primary overnight maintenance base for

C-47

its regional jet fleet serving United Express, and the airline has invested significantly in refurbishing an existing facility that can accommodate up to three aircraft at a time. Atlantic Southeast brought more than 75 jobs to the Columbia area when it began performing overnight maintenance at the Airport in 2009; refurbishments to its permanent hangar facility took place in 2010. The Jim Hamilton-L.B. Owens Airport, with a 5011-foot by 75-foot runway, is located in the southeast section of the City and is used by private and other small aircraft.

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.

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, 2017, there were 192 branches of commercial banks and savings institutions in the Columbia MSA, with deposits at all financial institutions totaling \$19,942,997.

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.

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.

Public Schools. There were approximately 51,319 pupils enrolled in public schools in Richland County and approximately 56,253 enrolled in the public school system in Lexington County for the 2015-2016 school year. All public schools are fully accredited and all teachers fully certified by the South Carolina Department of Education.

Higher Education. There are eight main institutions of higher education in the Columbia MSA, the largest being the main campus of the University of South Carolina with a present enrollment of 32,971. The table below lists these institutions and their current enrollment:

<u>College/University</u>	<u>Enrollment</u>
University of South Carolina (Columbia Campus)	32,971
Midlands Technical College	11,424
Benedict College	2,444
Southern Wesleyan University	1,778
South University	1,464
Columbia College	1,221
Columbia International University	1,103
Allen University	660

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

APPENDIX D
FORMS OF OPINIONS OF CO-BOND COUNSEL

APPENDIX E
FORM OF DISCLOSURE DISSEMINATION AGENT AGREEMENT

FORM OF DISCLOSURE DISSEMINATION AGENT AGREEMENT

This Disclosure Dissemination Agent Agreement (“Disclosure Agreement”), dated as of May [], 2018, 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 \$45,000,000*, Parking Facilities Refunding Revenue Bonds, Series 2018, 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, together with a copy for the Trustee, 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, 2017. 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, together with a copy for the Trustee, 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;
 - 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;
- (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 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:

[Bond Counsel to update]

(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.

[SIGNATURE PAGE FOLLOWS]
[REMAINDER OF PAGE INTENTIONALLY BLANK]

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:	\$45,000,000* PARKING FACILITIES REFUNDING REVENUE BONDS, SERIES 2018
Date of Issuance:	May [], 2018
Date of Official Statement:	December [], 2017
CUSIP Numbers:	198468

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: \$45,000,000* PARKING FACILITIES REFUNDING REVENUE BONDS,
 SERIES 2018 and
 Date of Issuance: May [], 2018
 Date of Official Statement: December [], 2017

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 May [], 2018, 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: CITY OF COLUMBIA, SOUTH CAROLINA

Issuer's Six-Digit CUSIP Number: 198468

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.
390 N. Orange Avenue, Suite 1750
Orlando, FL 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: CITY OF COLUMBIA, SOUTH CAROLINA

Issuer's Six-Digit CUSIP Number: 198468

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.
 390 N. Orange Avenue, Suite 1750
 Orlando, FL 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: CITY OF COLUMBIA, SOUTH CAROLINA

Issuer's Six-Digit CUSIP Number: 198468

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. ☐ 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.
 390 N. Orange Avenue, Suite 1750
 Orlando, FL 32801
 407-515-1100

Date: _____

APPENDIX F
SPECIMEN MUNICIPAL BOND INSURANCE POLICY



We Are Columbia

MEETING DATE: March 20, 2018

DEPARTMENT: Legal Department

FROM: *Shari Ardis, Legal Office Manager*

SUBJECT: Ordinance No.: 2018-004 - Authorizing the City Manager to execute an Eleventh 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

PURPOSE: First reading approval was given on March 6, 2018.

FINANCIAL IMPACT:

STRATEGIC GOALS: Collaborate and partner with entities, Connect the City's neighborhoods and business dist

ATTACHMENTS:

- **#a:** 2018-004 Bright-Meyers 11th Amendment to Purchase Agreement (PDF)

HISTORY:

03/06/18

Columbia City Council

APPROVED ON FIRST READING

Councilor Rickenmann explained that the amendment allows us to draw down the money that is in escrow. That money will be used to demolish the stadium and for lot clearing. We extended the contract for one year to allow Bright Myers more time to work with folks.

ORDINANCE NO.: 2018-004

*Authorizing the City Manager to execute an Eleventh 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*

BE IT ORDAINED by the Mayor and City Council this ____ day of _____, 2018, that
the City Manager is authorized to execute the attached Eleventh Amendment to Purchase Agreement,
or on a form approved by the City Attorney, 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.

Requested by:

Assistant City Manager Gentry

Mayor

Approved by:

City Manager

Approved as to form:

Janne Jaisowski
Senior Assistant City Attorney

ATTEST:

City Clerk

Introduced:

Final Reading:

ELEVENTH AMENDMENT TO PURCHASE AGREEMENT

This Eleventh Amendment to Purchase Agreement is made and entered into by and between the City of Columbia, hereinafter referred to as "Seller", and Bright-Meyers 2001 LLC, hereinafter referred to as "Buyer".

WITNESSETH:

WHEREAS, Seller and Buyer have entered into a Purchase Agreement ("Agreement") effective August 27, 2012 ("Agreement"), which gives Buyer the exclusive right to purchase the property ("Property") described in the Agreement under the terms and conditions of the Agreement; and,

WHEREAS, the Seller and Buyer previously executed ten (10) separate Amendments to the Purchase Agreement; and,

WHEREAS, Buyer currently has on deposit in an escrow account with the Escrow Agent a total of Three Hundred and Four Thousand and No/100 Dollars (\$304,000.00); and,

WHEREAS, Seller and Buyer mutually desire to further modify, amend and clarify said Agreement and its subsequent Amendments; NOW, THEREFORE,

IT IS HEREBY AGREED, that for and in consideration of the sum of Ten and No/100 (\$10.00) Dollars, the receipt and sufficiency of which is hereby acknowledged, the Agreement is amended as follows:

Paragraph 2 is amended to read "The purchase price is One Million Four Hundred Twenty Five Thousand and NO/100 (\$1,425,000.00) Dollars, Two Hundred Fifty Thousand and NO/100 (\$250,000.00) Dollars of which shall be applied toward the construction of a Greenway from the development site to Olympia Park. This payment shall satisfy the Buyer's obligation under this Agreement to 'financially assist the City in development of the greenway'. This amount is payable from the Buyer to the Seller as follows:

Paragraph 2b is amended to read, "Upon delivery of the deed, Buyer shall pay to Seller One Million One Hundred Twenty One Thousand and NO/100 (\$1,121,000.00) Dollars by cashier's check, electronic wire or certified check".

Paragraph 9 is amended to delete the last sentence of that paragraph.

Paragraph 11 is amended to read "SELLER'S DEFAULT." If Seller defaults or breaches this Agreement, Buyer shall have all the rights and remedies at law or in equity for Seller's breach.

Paragraph 12 is amended to read "BUYER'S DEFAULT." If the Buyer shall default under this contract, the Seller's sole remedy shall be to terminate this Agreement."

Paragraph 14 is amended to allow for the closing to take place not later than May 31, 2019.

IT IS HEREBY FURTHER AGREED that all requirements of escrow having been met, any and all funds currently maintained in escrow may be immediately released to the Seller without restriction.

IT IS HEREBY FURTHER AGREED that Seller may, at any time during the extension period or subsequent extension periods, elect to, commence and demolish any and all buildings and improvements

located on the Property that is the subject of the Purchase Agreement, without such actions constituting a breach of the Agreement and its Amendments.

Except as modified and amended hereby, all the terms, covenants and conditions of said Purchase Agreement and subsequent Amendments shall continue and remain in full force and effect insofar as they do not conflict with the terms of this Eleventh Amendment. In the event that the language of the Agreement or a prior Amendment is contrary to the language of this Amendment, the language of this Amendment shall control regarding that provision.

IN WITNESS WHEREOF, the parties have caused this Eleventh Amendment to Purchase Agreement to be executed and effective as of the date of the last signature hereinbelow.

WITNESSES:

SELLER: CITY OF COLUMBIA

BY: _____
 Teresa B. Wilson
 ITS: City Manager
 Date: _____

PURCHASER: BRIGHT-MEYERS 2001 LLC

BY: _____
 Name: _____
 ITS: _____
 Date: _____

APPROVED AS TO FORM
 [Signature] 3/15/18
 Legal Department City of Columbia, SC



We Are Columbia

MEETING DATE: March 20, 2018

DEPARTMENT: Legal Department

FROM: *Shari Ardis, Legal Office Manager*

SUBJECT: Resolution No.: R-2018-005 - Authorizing consumption of beer and wine only at the Jam Room Music Festival in the 1400 block of Main Street, the eastern half block of the 1100 block of Hampton Street adjacent to Boyd Plaza and Boyd Plaza on September 29, 2018

FINANCIAL IMPACT:

STRATEGIC GOALS: Grow opportunities for entrepreneurship

ATTACHMENTS:

- **#a:** R-2018-005 Jam Room Music Festival (Sept 29) (PDF)

RESOLUTION NO.: R-2018-005

Authorizing consumption of beer and wine beverages only at the Jam Room Music Festival in the 1400 block of Main Street, the eastern half block of the 1100 block of Hampton Street adjacent to Boyd Plaza, and Boyd Plaza on September 29, 2018

WHEREAS, Jam Room Recording Studio ("Sponsor") is sponsoring the Jam Room Music Festival in the 1400 block of Main Street between Washington Street and Hampton Street, the eastern half block of the 1100 block of Hampton Street adjacent to Boyd Plaza to the entrance of the parking lot located behind 1441 Main Street to allow for ingress and egress into the parking lot, and Boyd Plaza, from 12:00 p.m. until 10:00 p.m. on Saturday, September 29, 2018; and,

WHEREAS, Sponsor has requested permission for the temporary closing and use of the 1400 block of Main Street between Washington Street and Hampton Street, the eastern half block of the 1100 block of Hampton Street adjacent to Boyd Plaza to the entrance of the parking lot located behind 1441 Main Street to allow for ingress and egress into the parking lot; and Boyd Plaza, from 12:00 a.m. Saturday, September 29, 2018 until 12:00 a.m. Sunday, September 30, 2018 for set up, clean up, and staging of the event to be held in the 1400 block of Main Street between Washington Street and Hampton Street, the eastern half block of the 1100 block of Hampton Street adjacent to Boyd Plaza to the entrance of the parking lot located behind 1441 Main Street to allow for ingress and egress into the parking lot, and Boyd Plaza, on Saturday, September 29, 2018 from 12:00 p.m. until 10:00 p.m.; for patrons to consume beer and wine beverages during the event hours of 12:00 p.m. until 9:30 p.m. on Saturday, September 29, 2018; 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 _____, 2018, that the sale of beer and wine beverages only is authorized between the hours of 12:00 p.m. and 9:30 p.m. on Saturday, September 29, 2018 in the 1400 block of Main Street between Washington Street and Hampton Street, the eastern half block of the 1100 block of Hampton Street adjacent to Boyd Plaza to the entrance of the parking lot located behind 1441 Main Street to allow for ingress and egress into the parking lot, and Boyd Plaza; 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 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 during the designated time the closed portion of the 1400 block of Main Street between Washington Street and Hampton Street, the eastern half block of the 1100 block of Hampton Street adjacent to Boyd Plaza to the entrance of the parking lot located behind 1441 Main Street to allow for ingress and egress into the parking lot, and Boyd Plaza, 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,

BE IT FURTHER RESOLVED that during the designated time the closed portion of the 1400 block of Main Street between Washington Street and Hampton Street, the eastern half block of the 1100 block of Hampton Street adjacent to Boyd Plaza to the entrance of the parking lot located behind 1441 Main Street to allow for ingress and egress into the parking lot, and Boyd Plaza, 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 1400 block of Main Street between Washington Street and Hampton Street, the eastern half block of the 1100 block of Hampton Street adjacent to Boyd Plaza to the entrance of the parking lot located behind 1441 Main Street to allow for ingress and egress into the parking lot, and Boyd Plaza 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 29, 2018, 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:

City Manager _____

Mayor _____

Approved by:

Approved as to form:

ATTEST:


Deputy City Attorney

City Clerk

Introduced:

Final Reading:

DATE OF REQUEST 1/11/18

REQUESTOR'S NAME/ CONTACT
 INFORMATION (E-MAIL/ PHONE#/FAX#)

Phillip Blair
 Jam Room Music Festival
 phillblair@gmail.com
 803-767-8008

EVENT NAME/PURPOSE (i.e., St. Patrick's/Charity Fund-raiser) Jam Room Music Festival

DATE(S) OF EVENTS: 9/29/18

LOCATION OF EVENT
 (i.e., Amphitheater area
 of Finlay Park; 1200 and 1300
 blocks of Main Street)

1400 block of Main Street, 1100 block of Hampton Street, and Boyd Plaza

STREET(S) TO BE CLOSED
 (i.e., 1200 and 1300 blocks of
 Main Street and 1100 and 1200
 blocks of Lady Street)

1400 block of Main Street, 1100 block of Hampton Street, Boyd Plaza

HOURS FOR STREET(S) TO BE CLOSED
 (i.e., 5:00 p.m.m - 12:00 a.m.
 ALLOW TIME FOR SET UP/CLEAN UP

12:00 AM 9/29/18 - 12:00 AM 9/30/12

HOURS OF EVENT
 (i.e., 6:00 p.m. - 10:00 p.m.)

12:00 pm - 10:00 pm

HOURS OF SERVICE OF BEER/WINE
 (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.)

12:00 pm - 9:30 pm

Please submit requests 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 (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 your review as well as to the Police Department Special Events office and to Parks and Recreation if the event is to be held in a City park.

PLEASE 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.).

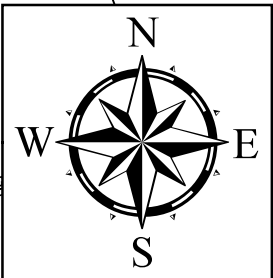
This form **should not** be used to request use of City property for **private** events (birthday, retirement, anniversary parties, etc.) nor for sidewalk sales or neighborhood block parties. Requests for private events at City parks should be made through the Parks and Recreation Department. Requests 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.

Legal Department - Shari Ardis; 737-4242; slardis@columbiasc.net

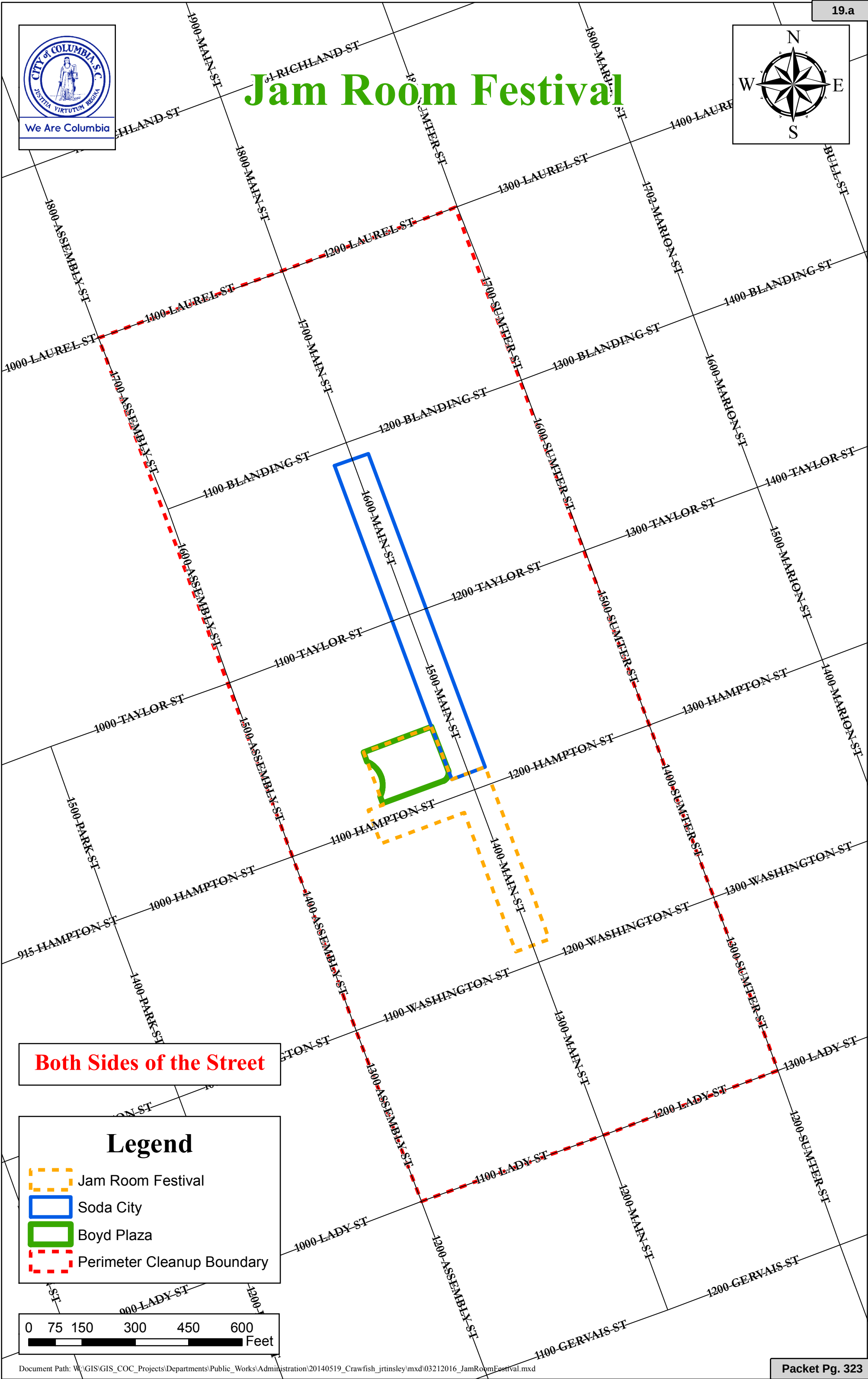
Police Department Special Events - Officer Robert Hall; 545-3535; rjhall@columbiasc.net

Parks and Recreation - Loretta Coleman; 545-3100; lcoleman@columbiasc.net

Police Department Public Safety - Verna York; 545-3391; vbbyork@columbiasc.net



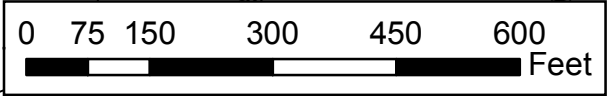
Jam Room Festival



Both Sides of the Street

Legend

- Jam Room Festival
- Soda City
- Boyd Plaza
- Perimeter Cleanup Boundary





We Are Columbia

MEETING DATE: March 20, 2018

DEPARTMENT: Legal Department

FROM: *Shari Ardis, Legal Office Manager*

SUBJECT: Resolution No.: R-2018-010 - Authorizing consumption of beer and wine only within Boyd Plaza adjacent to the Columbia Museum of Art for a Gala Fundraiser on Saturday, April 21, 2018

FINANCIAL IMPACT:

ATTACHMENTS:

- **#a:** R-2018-010 CMA Gala (April 21) (PDF)

RESOLUTION NO.: R-2018-010

Authorizing consumption of beer and wine only within Boyd Plaza adjacent to the Columbia Museum of Art Gala Fundraiser on Saturday April 21, 2018

WHEREAS, the Columbia Museum of Art is sponsoring A Night in Wonderland Gala Fundraiser in Boyd Plaza adjacent to the Museum on Saturday, April 21, 2018 from 5:00 p.m. until 10:00 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 Saturday, April 21, 2018 from 5:00 p.m. until midnight for set up, clean up, and staging of the event to be held on Saturday, April 21, 2018 from 5:00 p.m. until 10:00 p.m.; for patrons to consume beer and wine beverages only during the event hours on Saturday, April 21, 2018 from 5:00 p.m. until 9:30 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 _____, 2018, 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 5:00 p.m. and 9:30 p.m. on Saturday, April 21, 2018; 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 Saturday, April 21, 2018, 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:

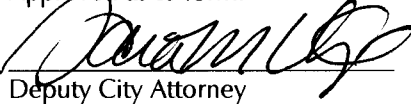
City Manager _____

Mayor _____

Approved by:

City Manager _____

Approved as to form:


Deputy City Attorney

ATTEST:

City Clerk _____

Introduced:

Final Reading:

DATE OF REQUEST 12/20/17

REQUESTOR'S NAME/CONTACT
INFORMATION (E-MAIL/
PHONE#/FAX#)Mario Guevara
mguevara@columbiamuseum.org
(803)343-2212

EVENT NAME/PURPOSE (i.e., St. Patrick's/Charity Fund-raiser)

CMA Gala 2018

DATE(S) OF EVENTS: Saturday, April 21, 2018

LOCATION OF EVENT

(i.e., Amphitheater area
of Finlay Park; 1300 and 1400 blocks
of Main Street between Lady Street
and Hampton Street)

Boyd Plaza

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)

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

5:00pm-12:00am

HOURS OF EVENT

(i.e., 6:00 p.m. - 10:00 p.m.)*

5:00pm-10:00pm

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 5:00pm-9:30pm
6-9:30 p.m.)*

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.).

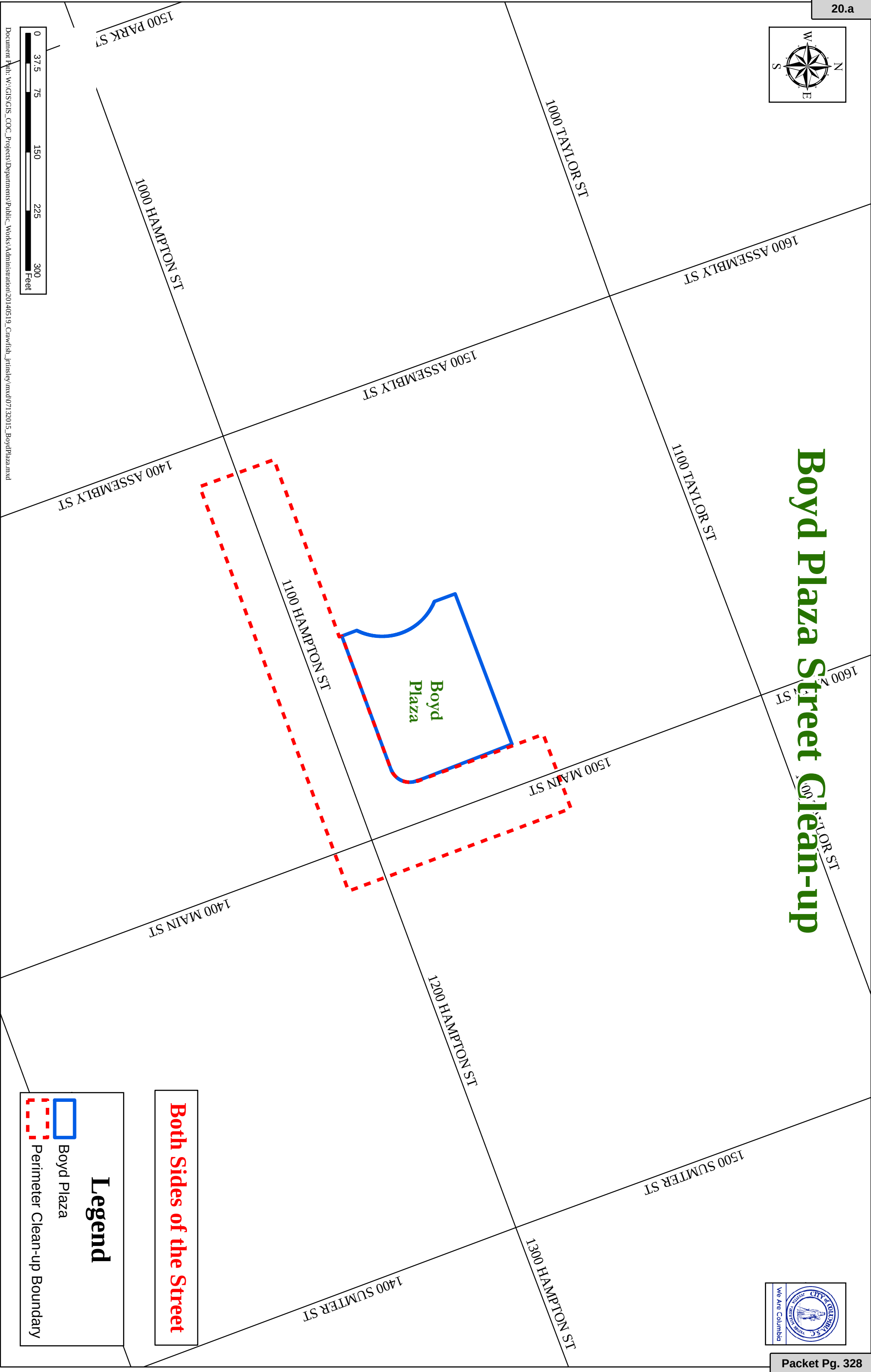
This form **should not** be used to request use of City property for **private** events (birthday, retirement, anniversary parties, etc.) nor for sidewalk sales or neighborhood block parties. Requests for private events at City parks should be made through the Parks and Recreation Department. Requests 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; peosborne@columbiasc.net park reservations
Police Department Community Services - Brenda Murphy; 545-3507; bmmurphy@columbiasc.net street closing

Last revised: 11/01/2013



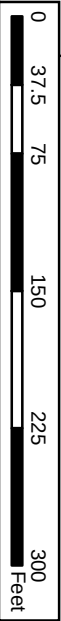
Boyd Plaza Street Clean-up



Both Sides of the Street

Legend

- Boyd Plaza
- Perimeter Clean-up Boundary





We Are Columbia

MEETING DATE: March 20, 2018

DEPARTMENT: Legal Department

FROM: *Shari Ardis, Legal Office Manager*

SUBJECT: Resolution No.: R-2018-013 - Authorizing consumption of beer and wine only at the Hopkins Breast Cancer Survivor Block Party in the 1900 block of McAlister Street on Saturday, June 16, 2018 with a rain contingency date of Saturday, June 23, 2018

FINANCIAL IMPACT:

ATTACHMENTS:

- **#a:** R-2018-013 Hopkins Breast Cancer Block Party (PDF)

RESOLUTION NO.: R-2018-013

*Authorizing consumption of beer and wine only at the Hopkins Breast Cancer Survivor Block Party
in the 1900 block of McAlister Street on Saturday, June 16, 2018 with a rain contingency
date of Saturday, June 23, 2018*

WHEREAS, Curtis E. Hopkins ("Sponsor") is sponsoring the Hopkins Breast Cancer Survivor Block Party in the 1900 block of McAlister Street between McDonald Street and Barhamville Road; the 2500 block of Barhamville Road between McAlister Street and McFadden Street; and the 1900 block of McFadden Street between Barhamville Road and McDonald Street on Saturday, June 16, 2018 with a rain contingency date of Saturday, June 23, 2018; and,

WHEREAS, the Sponsor has requested permission for the temporary closing and use from 1:00 p.m. until 11:00 p.m. of the 1900 block of McAlister Street between McDonald Street and Barhamville Road; the 2500 block of Barhamville Road between McAlister Street and McFadden Street; and the 1900 block of McFadden Street between Barhamville Road and McDonald Street, for preparation of the event, clean up after the event, crowd control and overflow of the event to be held on Saturday, June 16, 2018 with a rain contingency date of Saturday, June 23, 2018, from 2:00 p.m. until 10:00 p.m.; and for patrons to consume beer and wine beverages only at the event during the hours of 2:00 p.m. until 9:30 p.m.; 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 _____, 2018, that the sale of beer and wine beverages only is authorized between the hours of 2:00 p.m. and 9:30 p.m. on Saturday, June 16, 2018 with a rain contingency date of Saturday, June 23, 2018; 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 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 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. 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 during the designated time the closed portions of 1900 block of McAlister Street between McDonald Street and Barhamville Road; the 2500 block of Barhamville Road between McAlister Street and McFadden Street; and the 1900 block of McFadden Street between Barhamville Road and

McDonald Street with the exception of the parking areas, adjacent off-street parking areas and any other areas posted as to not allow alcoholic liquors or alcoholic beverages other than beer and/or wine beverages, is deemed to be the site of a public festival at which only beer and wine beverages may be consumed and the prohibition against possession or consumption of alcoholic beverages set forth in Sec. 14-99 shall not apply as to the possession and consumption of beer and/or wine beverages. 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, June 16, 2018, that the 1900 block of McAlister Street between McDonald Street and Barhamville Road; the 2500 block of Barhamville Road between McAlister Street and McFadden Street; and the 1900 block of McFadden Street between Barhamville Road and McDonald Street shall be closed on Saturday, June 23, 2018. 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:

City Manager _____

Mayor _____

Approved by:

ATTEST:

City Manager _____

Approved as to form:

City Clerk _____

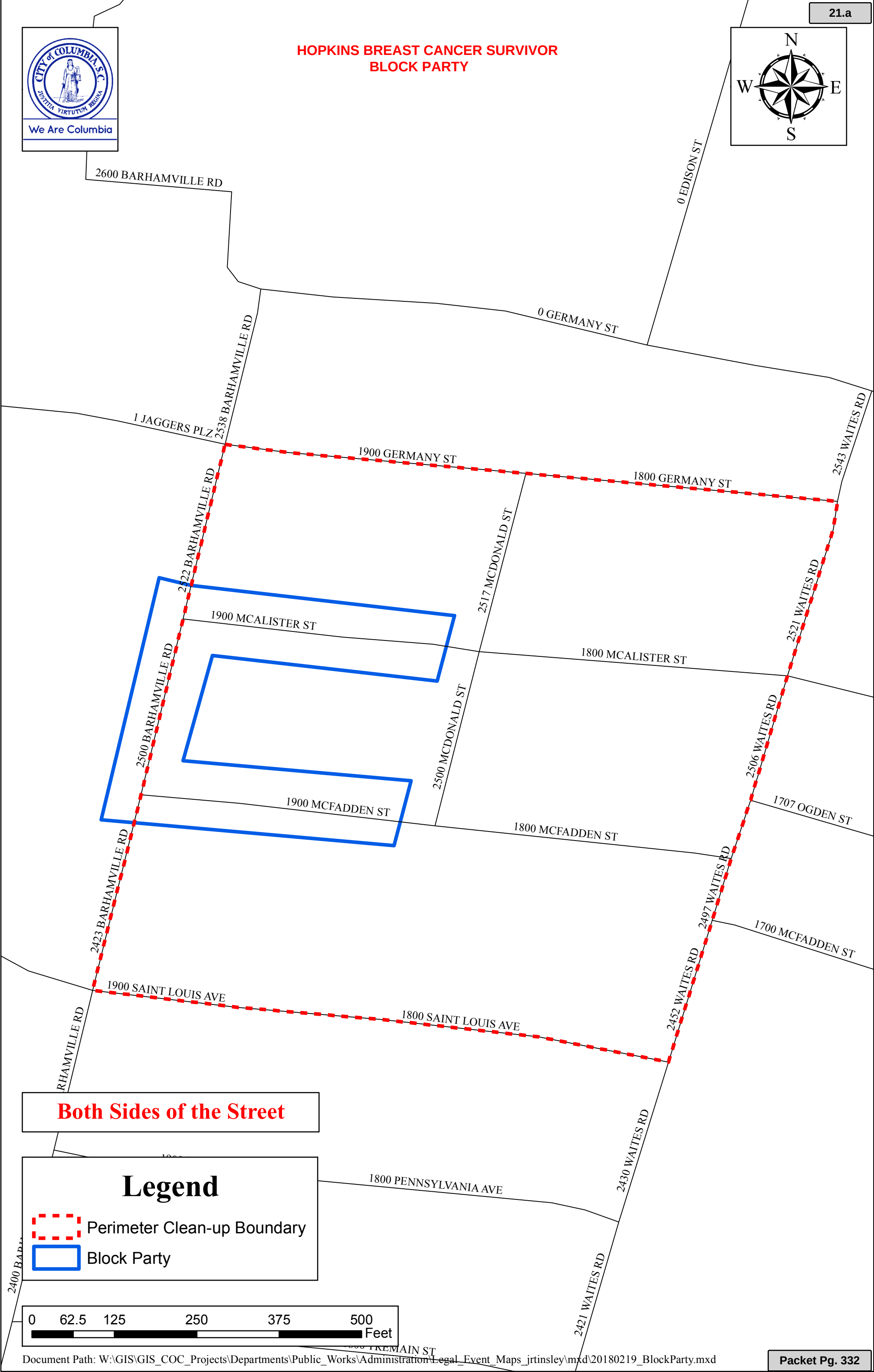
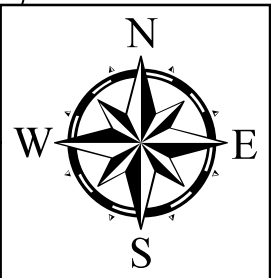
City Attorney _____

Introduced:

Final Reading:



HOPKINS BREAST CANCER SURVIVOR
BLOCK PARTY

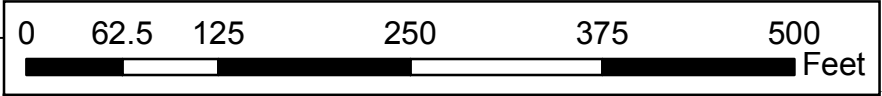


Both Sides of the Street

Legend

Perimeter Clean-up Boundary

Block Party



DATE OF REQUEST

2/2/18

REQUESTOR'S NAME/CONTACT
INFORMATION (E-MAIL/
PHONE#/FAX#)Curtis E. Hopkins
1929 McAlister St
Columbia, SC 29204 (803) 542-1122

EVENT NAME/PURPOSE (i.e., St. Patrick's/Charity Fund-raiser)

Block Party for my wife (BREAST
CANCER SURVIVOR)

DATE(S) OF EVENTS:

JUNE 16, 2018

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.)

June 23, 2018
per HC 2/5/18

LOCATION OF EVENT

(i.e., Amphitheater area
of Finlay Park; 1300 and 1400 blocks
of Main Street between Lady Street
and Hampton Street)1929 McAlister St
Columbia, SC 29204STREET(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)2500 Block BARHAMVILLE Rd.
1900 McAlister St / 1900 McFadden StHOURS 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

2 - 11pm

HOURS OF EVENT

(i.e., 6:00 p.m. - 10:00 p.m.)*

2 - 10pm

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.)*

2 - 9:30pm

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.

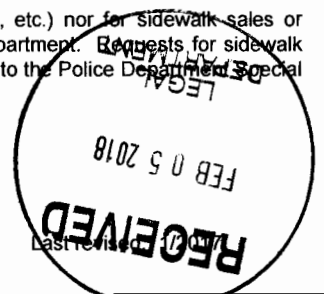
Fire Marshal George N. Adams, Jr., 803-545-3703; cfdgadam@columbiasc.net

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



R-2018-013 18000018



We Are Columbia

MEETING DATE: March 20, 2018

DEPARTMENT: Legal Department

FROM: *Shari Ardis, Legal Office Manager*

SUBJECT: Resolution No.: R-2018-020 - Authorizing consumption of beer and wine only at the Rocky Shoals Spider Lily Happy Hours in the Amphitheater Area of the Riverfront Park on Tuesdays May 1, 8, 15, 22 and 29, 2018

FINANCIAL IMPACT:

STRATEGIC GOALS: Collaborate and partner with entities, Connect the City's neighborhoods and business dist, Foster a healthy quality of life

ATTACHMENTS:

- **#a:** R-2018-020 Rocky Shoals Spider Lily Happy Hours-Riverfront Park Amphitheater (May) (PDF)

RESOLUTION NO.: R-2018-014

Authorizing consumption of beer and wine only at the Rocky Shoals Spider Lily Happy Hours in the Amphitheater Area of the Riverfront Park on Tuesdays May 1, 8, 15, 22 and 29, 2018

WHEREAS, Congaree Riverkeeper ("Sponsor") is sponsoring the Rocky Shoals Spider Lily Happy Hours in the Amphitheater Area of Riverfront Park from 5:00 p.m. until 9:00 p.m. on and,

WHEREAS, the Council has requested permission for the use of the Amphitheater Area at Riverfront Park from 5:00 p.m. until 9:00 p.m. on Tuesdays, May 1, 8, 15, 22 and 29, 2018, for preparation and staging of the area and for crowd control and overflow at the outdoor event to be held between 5:00 p.m. until 9:00 p.m. on Tuesdays, May 1, 8, 15, 22 and 29, 2018 in the Amphitheater Area at Riverfront Park and for patrons to consume beer and wine only at the event during the hours of 5:00 p.m. and 8:30 p.m.; and,

WHEREAS, it has been determined that such events would be in the public interest; NOW, THEREFORE,

BE IT RESOLVED by the Mayor and Council this ____ day of _____, 2018, that the sale of beer and wine beverages only are authorized between the hours of 5:00 p.m. and 8:30 p.m. at the event; and,

BE IT FURTHER RESOLVED that all vendors be restricted to stationary location; 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, skateboards, and horses, except police horses, is prohibited. Canines 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 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 clean up 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 during the designated time that the Amphitheater Area at Riverfront Park, with the exception of the parking area and any other areas posted as to not allow beer and wine only, 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 Amphitheater Area at Riverfront Park, with the exception of the parking area and any other areas posted as to not allow beer and wine only, is deemed to be the site of a public festival at which beer and wine only may be consumed and the prohibition against possession or consumption of beer and wine only as set forth in Sec. 14-99 shall not apply. Possession and consumption of beer and wine 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 timeframes 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 Code 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, May 1, 8, 14, 22 or 29, 2018, 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:

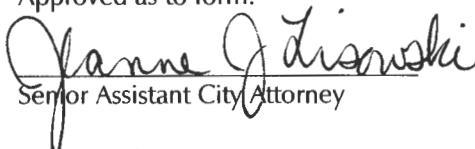
City Manager _____

Mayor _____

Approved by:

City Manager _____

Approved as to form:


Senior Assistant City Attorney

ATTEST:

City Clerk _____

Introduced:

Final Reading:

DATE OF REQUEST 02/28/2018

REQUESTOR'S NAME/CONTACT
INFORMATION (E-MAIL/
PHONE#/FAX#)Karen Swank Kustafik
kkustafik@columbiasc.net
803.315.9275 mobile
803.343.8744 fax

EVENT NAME/PURPOSE (i.e., St. Patrick's/Charity Fund-raiser)

Rocky Shoals Spider Lily Happy Hours in Partnership with Congaree Riverkeeper

DATE(S) OF EVENTS: Tuesday evenings in May: 1,8,15,22 & 29

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.)

no rain dates

LOCATION OF EVENT

(i.e., Amphitheater area
of Finlay Park; 1300 and 1400 blocks
of Main Street between Lady Street
and Hampton Street)

Brick Amphitheater at Riverfront South, 312 Laurel St

STREET(S) OR PARK AREA TO BE
CLOSED(i.e., 1300 and 1400 blocks of Main
Street between Lady Street and
Hampton Street; Amphitheater area of
Finlay Park; Boyd Plaza)

N/A

HOURS FOR STREET(S) OR PARK AREA TO
BE CLOSED

(i.e., 5:00 p.m. - 12:00 a.m.)

ALLOW TIME FOR SET UP/CLEAN UP

Park does not need to close for setup

HOURS OF EVENT

(i.e., 6:00 p.m. - 10:00 p.m.)*

5pm-9pm

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.)*

5pm-9pm

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 887, 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.

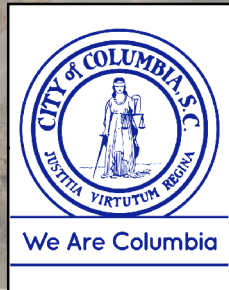
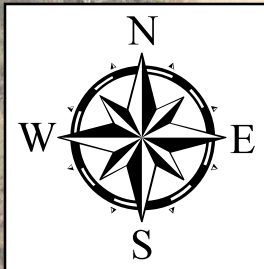
**With the exception of the parks listed in Sec. 15-1 Prohibited acts in parks (8), POSSESSION OF LIQUOR IS STRICTLY PROHIBITED. VIP tents or VIP areas for possession and consumption of alcoholic beverages or alcoholic liquors within the event area are prohibited.

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.).

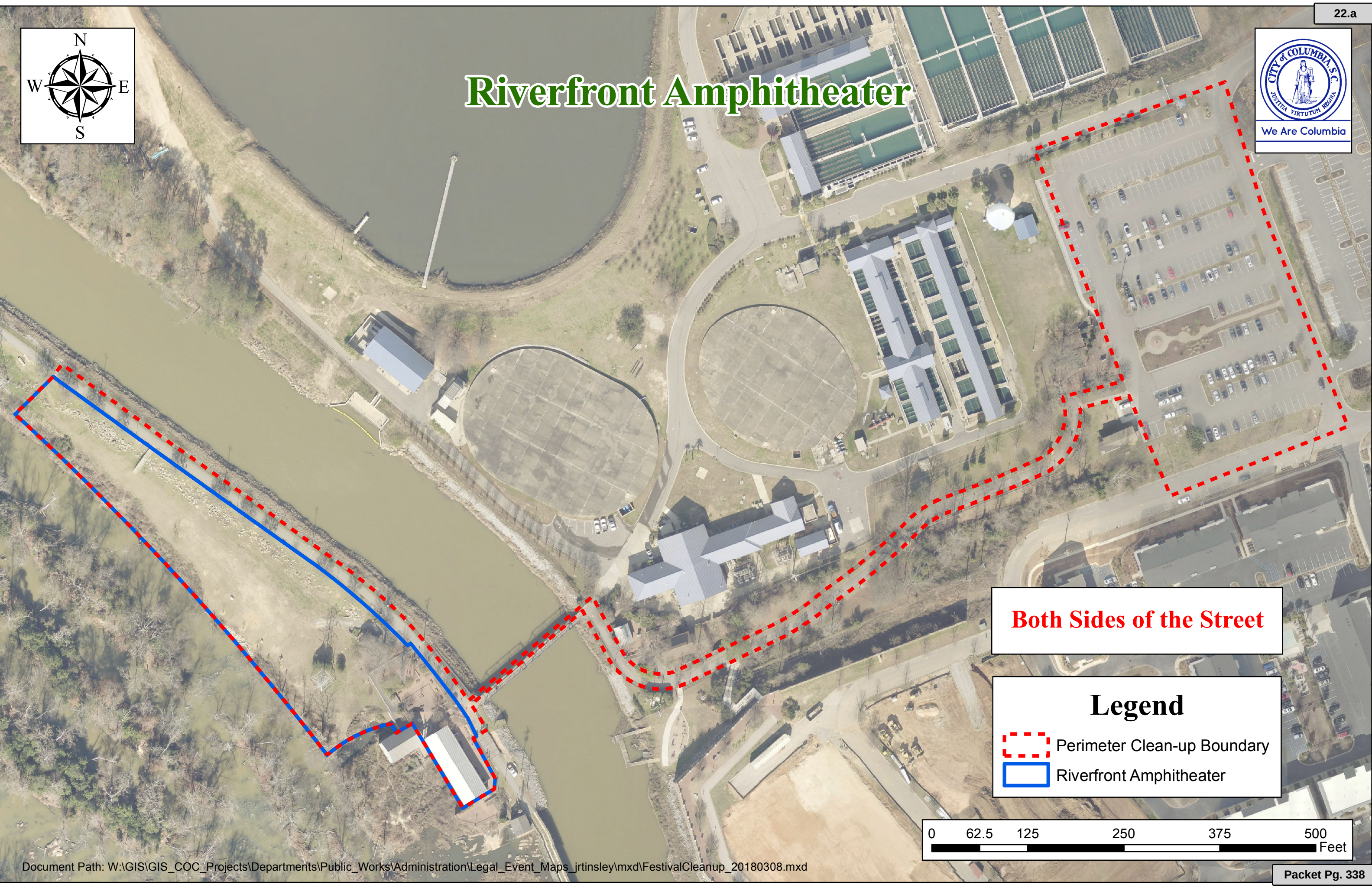
This form should not be used to request use of City property for private events (birthday, retirement, anniversary parties, etc.) nor for sidewalk sales or neighborhood block parties. Requests for private events at City parks should be made through the Parks and Recreation Department. Requests for sidewalk 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; rhall@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



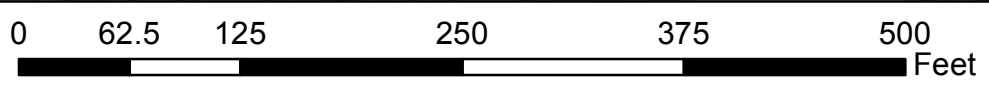
Riverfront Amphitheater



Both Sides of the Street

Legend

- Perimeter Clean-up Boundary
- Riverfront Amphitheater





We Are Columbia

MEETING DATE: March 20, 2018

DEPARTMENT: Legal Department

FROM: *Shari Ardis, Legal Office Manager*

SUBJECT: Resolution No.: R-2018-021 - Authorizing consumption of beer and wine only at Soda City Yard Sale Market on Saturday, April 28, 2018 with a rain contingency of May 5, 2018

FINANCIAL IMPACT:

STRATEGIC GOALS: Connect the City's neighborhoods and business dist, Foster a healthy quality of life, Grow opportunities for entrepreneurship

ATTACHMENTS:

- **#a:** R-2018-021 Soda City Yard Sale Market (April 28) (PDF)

RESOLUTION NO.: R-2018-021

*Authorizing consumption of beer and wine only at Soda City Yard Sale Market on
Saturday, April 28, 2018 with a rain contingency of May 5, 2018*

WHEREAS, Emile DeFelice ("Sponsor") is sponsoring the Soda City Yard Sale Market to be held in the half block area of the 1200 block of Main Street north of the entrance into the garage located behind 1221 Main Street to allow for ingress and egress to the parking garage; the half block area of the 1200 block of Lady Street west of the entrance to the First Citizens Bank and Trust parking lot to allow for ingress and egress to the parking lot; the half block area of the 1100 block of Lady Street east of the entrance into the parking garage located behind 1227 Main Street to allow for ingress and egress into the parking garage; the 1300 block of Main Street between Lady Street and Washington Street; the half block area of the 1100 block of Washington Street east of the parking lot located behind 1401 Main Street and the Washington Street garage to allow for ingress and egress to the parking lot and garage; including the intersections of Lady Street and Main Street and Washington Street and Main Street; the 1400 block of Main Street including the intersection of Hampton Street and Main Street; the half block area of the eastern 1100 block of Hampton Street adjacent to Boyd Plaza to the entrance of the parking lot located behind 1441 Main Street to allow for ingress and egress to the parking lot; the half block area of the 1200 block of Hampton Street west of the entrance of the driveway to the Marriott; the 1500 block of Main Street between Hampton Street and Taylor Street, excluding Boyd Plaza; the 1600 block of Main Street between Taylor Street and Blanding Street, excluding the intersection of Taylor Street; from 9:00 a.m. until 1:30 p.m. on Saturday, April 28, 2018, with a rain contingency of Saturday, May 5, 2018; and,

WHEREAS, Sponsor has requested permission for the temporary closing and use of the half block area of the 1200 block of Main Street north of the entrance into the garage located behind 1221 Main Street to allow for ingress and egress to the parking garage;; the half block area of the 1200 block of Lady Street west of the entrance to the First Citizens Bank and Trust parking lot to allow for ingress and egress to the parking lot; the half block area of the 1100 block of Lady Street east of the entrance into the parking garage located behind 1227 Main Street to allow for ingress and egress into the parking garage; the 1300 block of Main Street between Lady Street and Washington Street; the half block area of the 1100 block of Washington Street east of the parking lot located behind 1401 Main Street and the Washington Street garage to allow for ingress and egress to the parking lot and garage; including the intersections of Lady Street and Main Street and Washington Street and Main Street; the 1400 block of Main Street including the intersection of Hampton Street and Main Street; the half block area of the eastern 1100 block of Hampton Street adjacent to Boyd Plaza to the entrance of the parking lot located behind 1441 Main Street to allow for ingress and egress to the parking lot; the half block area of the 1200 block of Hampton Street west of the entrance of the driveway to the Marriott; the 1500 block of Main Street between Hampton Street and Taylor Street, excluding Boyd Plaza; the 1600 block of Main Street between Taylor Street and Blanding Street, excluding the intersection of Taylor Street from 7:00 a.m. until 2:30 p.m. on Saturday, April 28, 2018 for set up, clean up, staging of the event and crowd control and overflow for the event to be held on Saturday, April 28, 2018 from 9:00 a.m. until 1:30 p.m. in the half block area of the 1200 block of Main Street north of the entrance into the garage located behind 1221 Main Street to allow for ingress and egress to the parking garage;; the half block area of the 1200 block of Lady Street west of the entrance to the First Citizens Bank and Trust parking lot to allow for ingress and egress to the parking lot; the half block area of the 1100 block of Lady Street east of the entrance into the parking garage located behind 1227 Main Street to allow for ingress and egress into the parking garage; the 1300 block of Main Street between Lady Street and Washington Street; the half block area of the 1100 block of Washington Street east of the parking lot located behind 1401 Main Street and the Washington Street garage to allow for ingress and egress to the parking lot and garage; including the intersections of Lady Street and Main Street and Washington Street and Main Street; the 1400 block of Main Street including the intersection of Hampton Street and Main Street; the half block area of the eastern 1100 block of Hampton Street adjacent to Boyd Plaza to the entrance of the parking lot located behind 1441 Main Street to allow for ingress and egress to the parking lot; the half

block area of the 1200 block of Hampton Street west of the entrance of the driveway to the Marriott; the 1500 block of Main Street between Hampton Street and Taylor Street, excluding Boyd Plaza; the 1600 block of Main Street between Taylor Street and Blanding Street, excluding the intersection of Taylor Street; and for patrons to consume beer and wine beverages only during the event hours of 9:00 a.m. until 1:00 p.m., with a rain contingency of Saturday, May 5, 2018; 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 _____, 2018, that the sale of beer and wine beverages only is authorized between the hours of 9:00 a.m. and 1:00 p.m. on Saturday, April 28, 2018, with a rain contingency of Saturday, May 5, 2018; 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 the closed portion of the the half block area of the 1200 block of Main Street north of the entrance into the garage located behind 1221 Main Street to allow for ingress and egress to the parking garage;; the half block area of the 1200 block of Lady Street west of the entrance to the First Citizens Bank and Trust parking lot to allow for ingress and egress to the parking lot; the half block area of the 1100 block of Lady Street east of the entrance into the parking garage located behind 1227 Main Street to allow for ingress and egress into the parking garage; the 1300 block of Main Street between Lady Street and Washington Street; the half block area of the 1100 block of Washington Street east of

the parking lot located behind 1401 Main Street and the Washington Street garage to allow for ingress and egress to the parking lot and garage; including the intersections of Lady Street and Main Street and Washington Street and Main Street; the 1400 block of Main Street including the intersection of Hampton Street and Main Street; the half block area of the eastern 1100 block of Hampton Street adjacent to Boyd Plaza to the entrance of the parking lot located behind 1441 Main Street to allow for ingress and egress to the parking lot; the half block area of the 1200 block of Hampton Street west of the entrance of the driveway to the Marriott; the 1500 block of Main Street between Hampton Street and Taylor Street, excluding Boyd Plaza; the 1600 block of Main Street between Taylor Street and Blanding Street, excluding the intersection of Taylor Street, 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, the half block area of the 1200 block of Main Street north of the entrance into the garage located behind 1221 Main Street to allow for ingress and egress to the parking garage;; the half block area of the 1200 block of Lady Street west of the entrance to the First Citizens Bank and Trust parking lot to allow for ingress and egress to the parking lot; the half block area of the 1100 block of Lady Street east of the entrance into the parking garage located behind 1227 Main Street to allow for ingress and egress into the parking garage; the 1300 block of Main Street between Lady Street and Washington Street; the half block area of the 1100 block of Washington Street east of the parking lot located behind 1401 Main Street and the Washington Street garage to allow for ingress and egress to the parking lot and garage; including the intersections of Lady Street and Main Street and Washington Street and Main Street; the 1400 block of Main Street including the intersection of Hampton Street and Main Street; the half block area of the eastern 1100 block of Hampton Street adjacent to Boyd Plaza to the entrance of the parking lot located behind 1441 Main Street to allow for ingress and egress to the parking lot; the half block area of the 1200 block of Hampton Street west of the entrance of the driveway to the Marriott; the 1500 block of Main Street between Hampton Street and Taylor Street, excluding Boyd Plaza; the 1600 block of Main Street between Taylor Street and Blanding Street, excluding the intersection of Taylor Street, 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, April 28, 2018 that the portion of the the half block area of the 1200 block of Main Street north of the entrance into the garage located behind 1221 Main Street to allow for ingress and egress to the parking garage;; the half block area of the 1200 block of Lady Street west of the entrance to the First Citizens Bank and Trust parking lot to allow for ingress and egress to the parking lot; the half block area of the 1100 block of Lady Street east of the entrance into the parking garage located behind 1227 Main Street to allow for ingress and egress into the parking garage; the 1300 block of Main Street between Lady Street and Washington Street; the half block area of the 1100 block of Washington Street east of the parking lot located behind 1401 Main Street and the Washington Street

garage to allow for ingress and egress to the parking lot and garage; including the intersections of Lady Street and Main Street and Washington Street and Main Street; the 1400 block of Main Street including the intersection of Hampton Street and Main Street; the half block area of the eastern 1100 block of Hampton Street adjacent to Boyd Plaza to the entrance of the parking lot located behind 1441 Main Street to allow for ingress and egress to the parking lot; the half block area of the 1200 block of Hampton Street west of the entrance of the driveway to the Marriott; the 1500 block of Main Street between Hampton Street and Taylor Street, excluding Boyd Plaza; the 1600 block of Main Street between Taylor Street and Blanding Street, excluding the intersection of Taylor Street, 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 closed on Saturday, May 5, 2018. 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:

City Manager _____

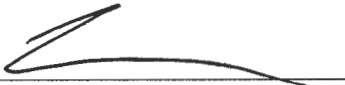
Mayor

Approved by:

City Manager

Approved as to form:

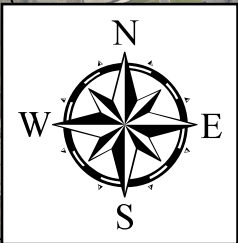
ATTEST:


City Attorney

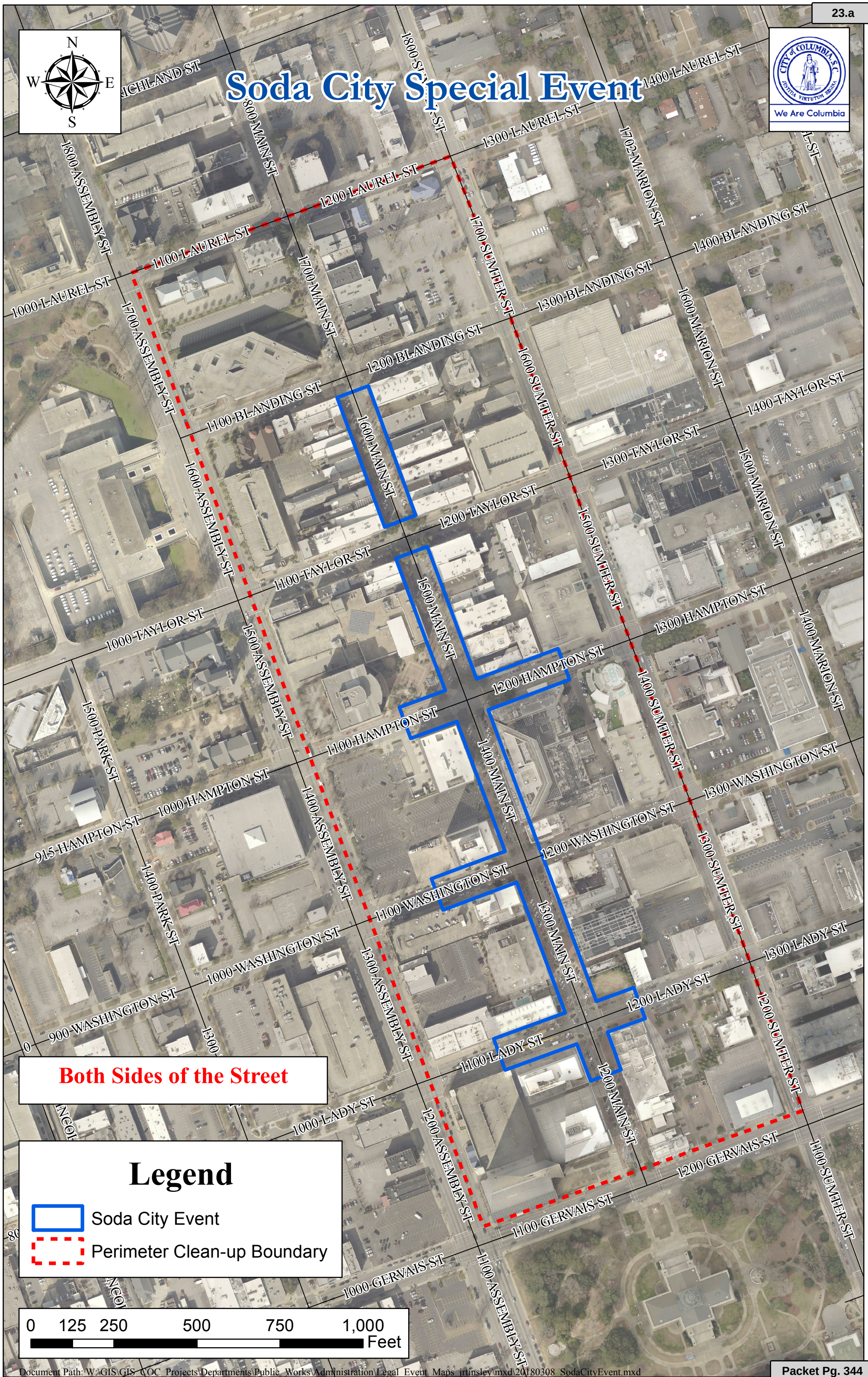
City Clerk

Introduced:

Final Reading:



Soda City Special Event



Both Sides of the Street

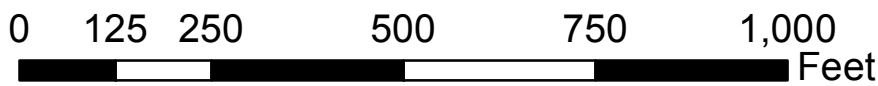
Legend



Soda City Event



Perimeter Clean-up Boundary



DATE OF REQUEST 3.5.18

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 Yard Sale

DATE(S) OF EVENTS: 4.28.18

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.)

5.5.18

LOCATION OF EVENT

(i.e., Amphitheater area
of Finlay Park; 1300 and 1400 blocks
of Main Street between Lady Street
and Hampton Street)North half of the 1200 block of Main Street not blocking ingress/egress from the parking garage, Lady Street & Main Street intersection, 1300 block, Washington & Main Street intersection, 1400 block, Hampton & Main Street intersection, 1500 block, ~~Taylor & Main Street intersection~~, and 1600 block.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)North half of the 1200 block of Main Street not blocking ingress/egress from the parking garage, 1300, 1400, 1500, and 1600 blocks of Main Street including the intersections. Intersection Details: Lady & Main and the half block area of the 1100 block of Lady and half block area on the 1200 block of Lady west of the First Citizens Bank parking lot. Washington & Main and the half block area of the 1100 block of Washington east of the parking lot behind 1401 Main and the half block area of the 1200 block of Washington west of the entrance to the Meridian Parking Garage. Hampton & Main and the half block area of the 1100 block of Hampton east of the entrance to the parking lot and the 1200 block of Hampton west of the driveway entrance to the Marriott. ~~Taylor & Main and the half block area of the 1100 block of Taylor east of the entrance to the Taylor Street Garage and the 1200 block of Taylor west of the entrance to the Cannon Garage.~~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-2:30PM

HOURS OF EVENT

(i.e., 6:00 p.m. - 10:00 p.m.)*

9AM-1:30PM

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-1:00PM

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



We Are Columbia

MEETING DATE: March 20, 2018

DEPARTMENT: Human Resources

FROM: Pam Benjamin,

SUBJECT: February 2018 Employee of the Month - Mr. Robert Anderson,
Director of Public Works

PURPOSE: Mr. Byron Jasper, Senior Electrician for the Traffic
Engineering Division

FINANCIAL IMPACT:

Attachment is forthcoming.

ATTACHMENTS:

- **#a:** 2018_03_09_11_05_09 (PDF)



EMPLOYEE OF THE MONTH NOMINATION FORM

RECEIVED

FEB 26 2018

HR/EMPLOYMENT

NAME OF NOMINATED EMPLOYEE: Byron L. Jasper

EMPLOYEE'S DEPARTMENT/DIVISION: Traffic Engineering

Employee's Title: Senior Electrician Date of Hire: November 27, 2000

Name of Nominator: Leonard M. Freeman Date: February 20, 2018

Signatures of supervisor, division head, department head and if applicable, Assistant City Manager:

Name: Leonard M. Freeman Title: Supervisor

Name: [Signature] Title: Division Head

Name: [Signature] Title: Department Head

Name: _____ Title: City Manager

Nominator should provide three other employees' names who may be contacted concerning the work of the nominated employee.

Name: Kimberly Roof Division: Procurement

Name: Karen Kustafik Division: Park Ranger

Name: Destin Goins Division: Street Department

CRITERIA FOR BEING NOMINATED EMPLOYEE OF THE MONTH

- ❖ The nominated employee must have been employed by the City of Columbia for at least one (1) full year.
- ❖ The nominated employee must have low absenteeism and tardiness.
- ❖ The nominated employee must have maintained and projected a positive attitude and a willingness to get along well with co-workers and the public.
- ❖ The nominated employee must have shown a willingness to perform any assigned duties in the highest standards possible and enhanced the department's ability to better serve the citizens of the City of Columbia.
- ❖ The nominated employee must have maintained a professional appearance and manner.
- ❖ The nominated employee must have demonstrated an allegiance to the City and be a team player who supports others' efforts to achieve the goals of the City of Columbia.
- ❖ The nominated employee should have earned the respect of co-workers.
- ❖ Special considerations may be given to employees who participate in extracurricular activities that benefit the City of Columbia.

THE DETAILED NARRATIVE MUST CITE SPECIFIC EXAMPLES THAT DEMONSTRATE THE CRITERIA FOR NOMINATION OF THIS AWARD. NOMINATIONS RECEIVED THAT DO NOT MEET THE CRITERIA WILL NOT BE CONSIDERED.

RECEIVED**EMPLOYEE OF THE MONTH SUPPORTING INFORMATION** FEB 26 2018**HR/EMPLOYMENT**

Byron Jasper has been employed with the City Of Columbia since November 17, 2000. He has elevated to the position of Senior Electrician. He currently possesses an Associate's Degree in Applied Science in Mechanical and Electrical Technology, Class A CDL Drivers' License, Certified with the Municipal Association of SC as a Master Electrician for 13 years, Certified with the International Municipal Signal Association as Level II Traffic Technician, Certified in Work Zone Traffic Control Safety, and has completed 21 years of military service in the Army National Guard. He served one tour in Operation Enduring Freedom from 2013-2014.

Byron exceeds what is expected of him when executing his duties and tasks. He consistently projects a can do attitude. He is highly respected by his peers and coworkers. When his coworkers require additional assistance on call duty, Byron is first to assist. For example, the On-Call Electrician had an intersection damaged by an automobile. The On-Call Electrician called Byron (after hours) for assistance. While rendering aid in repairing the damage intersection, they received another call from Columbia Central around two o'clock in the morning stating that another intersection was damaged due to an auto accident. They successfully repaired both intersections.

Byron displays outstanding problem solving skills. He is a dynamic planner, communicator and organizer. He utilized those traits while spearheading one of the Richland County Transportation Penny Projects. The project's objective was to widen a section of Bluff Road with certain enhancements; adding street lights for better illuminations and the upgrade of two intersections. Byron and the other contractors overcame many hurdles that included project delays and additional changes to the scope of the project resulting in a successful outcome.

Byron's selfless acts have gained him the respect from his peers, coworkers, and community. He donates his personal time every year to Hope World Wide. A non-profit organization that focuses on helping the poor and less fortunate. Byron is an asset to the City of Columbia, Traffic Engineering Department and his community.



We Are Columbia

MEETING DATE: March 20, 2018

DEPARTMENT: City Clerk

FROM: *Erika Moore, City Clerk*

SUBJECT: Columbia Firefighter Appreciation Month Proclamation - The Honorable Mayor Stephen K. Benjamin

FINANCIAL IMPACT:

ATTACHMENTS:

- **#a:** Columbia Firefighter Appreciation Month March 2018 (PDF)



City of Columbia
A Proclamation

WHEREAS, firefighters have one of the nation's most hazardous professions requiring physical strength, stamina, extensive training, courage and selfless commitment to protecting our citizens; and

WHEREAS, firefighters throughout South Carolina and across the nation, in addition to their daily service to our communities, have devoted their personal time to a number of community service projects and have joined the Muscular Dystrophy Association for over 60 years in the fight against neuromuscular diseases; and

WHEREAS, the Muscular Dystrophy Association is extremely grateful for the Columbia's Firefighters whose 2018 "Fill the Boot" campaign will assist them in providing medical education seminars at no cost to local children and families; and

WHEREAS, the Muscular Dystrophy Association is sponsoring Columbia Firefighter Appreciation Month for the month of March 2018, in honor and recognition of the tireless efforts and dedicated service of Columbia's firefighters; and

WHEREAS, the City of Columbia joins the Muscular Dystrophy Association in this tribute to our Firefighters and thanks them for all they do to serve the people of Columbia.

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 March 2018 as

Columbia Firefighter Appreciation Month

in the 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 Duvall, Jr.
At-Large, Council Member

Edward McDowell, Jr.
District II, Council Member

Daniel J. Rickenmann
District IV, Council Member



We Are Columbia

MEETING DATE: March 20, 2018

DEPARTMENT: Public Works

FROM: *Robert Anderson,*

SUBJECT: Earth Hour Proclamation - The Honorable Mayor Stephen K. Benjamin

FINANCIAL IMPACT:

CLEAN WATER 2020?: No

STRATEGIC GOALS: Foster a healthy quality of life

ATTACHMENTS:

- **#a:** 2018 Earth HourProc (PDF)



City of Columbia
A Proclamation

WHEREAS, March 24, 2018 at 8:30 p.m., World Wildlife Fund is asking individuals, businesses, governments and organizations around the world to turn off all nonessential lighting for one hour, Earth Hour, to make a global statement of concern about climate change and to demonstrate their commitment to finding solutions; and

WHEREAS, The City of Columbia has taken steps to go beyond Earth Hour by reducing greenhouse gas emissions and increasing energy efficiency, including purchasing hybrid vehicles and expanding recycling programs; and

WHEREAS, Climate change is one of the top environmental issues of the 21st century and the United States is one of the largest contributors of greenhouse gases, with nearly five times the world average in carbon emissions; and

WHEREAS, When observing Earth Hour it is important to think of ways to save energy year-round and help reduce the carbon footprint for future generations; and

WHEREAS, The City of Columbia challenges all local businesses, organizations and individuals to take part in Earth Hour to reduce their carbon emissions and the impact they have on the environment in our daily lives; and

WHEREAS, All nonessential lighting in City of Columbia City Hall as well as other public buildings will be extinguished for one hour to conserve energy and raise awareness about global climate change as a part of Earth Hour.

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 Saturday, March 24, 2018 between 8:30 and 9:30 PM as

Earth Hour

In the City of Columbia and urge my fellow citizens, businesses and organizations to participate in this event and to commit to actions to conserve energy and reduce carbon emissions.

Stephen K. Benjamin
Mayor

Sam Davis
District I, Council Member

Tameika Isaac Devine
At-Large, Council Member

Howard E. Duvall, Jr.
At-Large, Council Member

Edward H. McDowell Jr.
District II, Council Member

Daniel J. Rickenmann
District IV, Council Member



We Are Columbia

MEETING DATE: March 20, 2018

DEPARTMENT: City Clerk

FROM: *Erika Moore, City Clerk*

SUBJECT: Age Friendly City Designation - Ms. Liz Norris, AARP SC State President and Ms. Lisa Marie Field, Chair of the AARP Age Friendly City Advisory Council

FINANCIAL IMPACT:

STRATEGIC GOALS: Collaborate and partner with entities, Foster a healthy quality of life

ATTACHMENTS:

- **#a:** Age Friendly_Executive Summary Advisory Council Mar 18 (PDF)
- **#b:** Age Friendly_Member List 030518 (PDF)

Age-Friendly City Livable Community

AARP and World Health Organization

Advisory Council – The City of Columbia

Executive Summary

*Presented to City Council of Columbia, SC
March 9, 2018*

Introduction

As the U.S. population ages and people stay healthy and active longer, communities must adapt.

Well-designed, livable communities promote health and sustain economic growth, and they make for happier, healthier residents — of all ages.

Background

The AARP Network of Age-Friendly Communities is an affiliate of the World Health Organization's Age-Friendly Cities and Communities Program, an international effort launched in 2006 to help cities prepare for rapid population aging and the parallel trend of urbanization. The program has participating communities in more than 20 nations, as well as 10 affiliates representing more than 1,000 communities.

Age-friendly communities are, by their nature, inclusive and considerate of the perspectives of all residents, of all ages, and all persuasions. Age-friendly communities encourage and benefit from diverse citizen engagement by encouraging signatories to engage residents in a process to identify the community's needs, and develop and implement an action plan to address those needs.

What is a Livable Community?

A livable community is one that is safe and secure, has affordable and appropriate housing and transportation options, and offers supportive community features and services.

Once in place, those resources enhance personal independence; allow residents to age in place; and foster residents' engagement in the community's civic, economic, and social life.

It is important that the community and workplace have features that promote physical independence and increase opportunities for community engagement as the population ages. People of varying physical abilities live more independent and meaningful lives through

innovative design and modifications, as well as technical advances. The physical design of workplaces, communities, and facilities greatly enhances individual independence, dignity, and choice. Accessibility features, types of activities, facilities, housing, road design, walkability, transportation, and supportive services influence whether a person can remain in the community and for how long.

"A livable community is one that is safe and secure, has affordable and appropriate housing and transportation options, and supportive community features and services."

— AARP Policy Book 2017-2018, Chapter 9: Livable Communities, Introduction

Proper land-use planning and design are critical to developing livable communities. [The AARP Policy Book] chapter on livable communities broadly highlights the major land-use, housing, and transportation policies that support successful aging.

Policymakers on the federal, state, and local levels have important roles to play in designing and maintaining — and at times, retrofitting — communities so that they are active places where residents of all ages, including those 50 and older, can participate fully. The following principles set out the broad goals for policymakers, both in establishing such communities generally and in the specific areas of land use, housing, and transportation.

Improve general livability

Provide features and services designed to enhance the ability of residents with diverse needs to remain independent and actively engaged in community life. This includes implementing land-use, housing, transportation, and mobility policies that meet the principles detailed below as well as considering other important factors of livability such as health, economic opportunity and social engagement.

Improve health

Communities should provide access to healthy food options: opportunities for walking, biking and exercise; and connections to health facilities and related services and supports, including home- and community-based supportive features and services. Governments should promote changes to the physical environment that improve health outcomes and should minimize the negative health effects of policies and actions affecting the built environment, particularly those with disproportionate impacts on vulnerable communities and populations, including older adults.

Foster safety and personal security

Governments should support and promote community safety and security initiatives that promote neighborhood cohesion and maximize opportunities for residents to be active and engaged with neighbors, family, and friends. Individuals play a role in making communities safe and secure through neighborhood watch programs and other collaborations with law enforcement.

Engage residents in community planning and provide equal access to the decision making process — government land-use, housing, and transportation decisions have broad effects on the lives of residents. Communities should put in place structures that ensure that these decisions are made only with the active input of a wide cross-section of community members, including representation of those unable to advocate on their own behalf. Community decisions on land-use, housing, and transportation should be consistent with comprehensive plans that have been developed with ample public input. The costs and benefits of community decisions should be equitably shared within the community.

Protect civil and legal rights

Communities should promote policies and efforts to eliminate discrimination on the basis of income, race, national origin, disability, or other categories and should ensure equitable rules, regulations, and funding decisions.

Recognize that factors of livability are interrelated and have intergenerational impact

Community land-use, infrastructure, housing, transportation, supportive services, and health care play a part in creating livable communities and promoting successful aging in place. Coordinate activities and develop policies, programs, planning processes and decisions within these policy areas in order to eliminate barriers that exist between them. Elimination of barriers can promote livable communities that have positive intergenerational impact.

Invest in existing communities

Investment in existing communities must be efficient and beneficial to those who desire to age in place. Development resources should be strengthened and directed toward existing communities. Planning processes including community revitalization and economic development plans should include the needs of all people regardless of age, income, physical ability, race, and other factors of older adults.

What Membership Is and Isn't

Communities in the AARP age-friendly network are not retirement villages, gated developments, nursing homes or assisted living facilities.

Membership in the network does not mean that the community is, currently, "age-friendly" or a great place to retire.

Membership in the network is *not* an endorsement by AARP.

What membership *does* mean is that a community's elected leadership has made the commitment to actively work toward making their town, city or county a great place for people of *all* ages.

Participation in the network involves following a multi-step process of improvement.

Age-friendly or livable communities have walkable streets, housing and transportation options, access to key services and opportunities for residents to participate in community activities.

The AARP Network of Age-Friendly Communities encourages states, cities, towns and counties to prepare for the rapid aging of the U.S. population by paying increased attention to the environmental, economic and social factors that influence the health and well-being of older adults.

By doing so, these communities are better equipped to become great places, and even lifelong homes, for people of all ages. (see Member List attached)

Source: <https://www.aarp.org/livable-communities/network-age-friendly-communities/info-2014/an-introduction.html>

Introducing The City of Columbia's Age-Friendly City Livable Community Advisory Council Members Representing the 8 Domains of Livability for the City of Columbia

The World Health Organization's Global Network of Age-Friendly Cities and Communities has identified eight domains of livability that influence the quality of life of older adults.

The domains are also used as a framework and starting point by the U.S.-based towns, cities and counties that belong to the AARP Network of Age-Friendly Communities.

As a centralized source for information, examples and strategies about how programs and policies that work can help a community become more age-friendly. Templates, toolboxes and best practices are provided by AARP and WHO providing research and guidance to the Advisory Council for identifying next steps for moving the City of Columbia towards the Age-Friendly City designation.

The City of Columbia's Age Friendly City and Livable Community Advisory Council is led by community leaders who each represent one of the eight domains of livability.

- **Housing**
Vickie Moody, CEO, President, LeadingAge SC
vmood@leadingagesc.org
- **Transportation**

Ann Dawson August, Interim Executive Director, Central Midlands RTA/COMET
Ann.august@catchthecomet.org

- **Respect and Social Inclusion**
Kevin Wimberly, President, SC UpLift Community Outreach
kevinwimberly@scuplift.org
- **Outdoor Spaces and Buildings**
Lucinda Statler, AICP, Principal Planner/Urban Design, Planning and Development Services,
City of Columbia
lsstatler@columbiasc.net
- **Communication and Information**
Laura Ros, Project Manager, Engenuity SC (What's Next Midlands)
lros@engenuitysc.com
- **Social Participation**
Joelle Ryan-Cook, Deputy Director, Columbia Museum of Art
joelle@columbiamuseum.org
- **Community and Health Services**
Scott Middleton, President, LTC Health Solutions/Agape Hospice
smiddleton@ltchs.com
- **Civic Participation and Employment**
Lisa Marie Field, Account Executive, Spectrum Reach/AARP State Volunteer
lisa.field@charter.com

AARP Representatives

- Teresa Arnold, AARP South Carolina, State Director, tarnold@aarp.org
- Liz Norris, AARP South Carolina, Past State President, ebnorriisc@aol.com
- Wallace Cunningham, AARP South Carolina, Associate State Director Multicultural Leadership,
wcunningham@aarp.org
- Bill Armbruster, AARP National Lead Advisor on Age Friendly Cities & Communities,
warmbruster@aarp.org
- Mike Watson, AARP National Liaison for Mayoral Group Focus Cities, mwatson@aarp.org

The Member List

216 communities (and counting), from Texas to Michigan, from Honolulu to Washington, D.C.

AARP Livable Communities, Updated March 5, 2018

The communities listed below, presented in alphabetical order by state and representing more than 67 million people, have joined the AARP Network of Age-Friendly Communities.

Participation in the network involves following a multi-step process of improvement. A link to the community's age-friendly action plan has been added to this list if the town or city has reached Step 2 of the improvement process.

If an AARP Community Survey has been completed, or if the community has been featured in an AARP Livable Communities slideshow, interview or "how to" article, those are identified as well.

The dates below indicate when the community joined the age-friendly network.

Alabama

- Birmingham (September 2014)

Arizona

- Phoenix (February 2017)
- Tucson (October 2016)

Arkansas

- Fayetteville (November 2013)

California

- Berkeley (July 2016)
- Chula Vista (July 2016)
- Corte Madera (December 2017)*
- Fairfax (December 2017)*
- Fremont (October 2016)

- Long Beach (January 2018)
- Los Angeles (May 2016)
- Los Angeles County (May 2016)
- Novato (April 2017)
- Sausalito (July 2017)
- San Diego County (June 2016)
- San Francisco (November 2014)
- San Jose (September 2016)
- San Rafael (September 2017)
- Saratoga (May 2016)
- Sonoma County (July 2016)
- Sunnyvale (September 2016)
- West Hollywood (April 2016)
- West Sacramento (June 2015) [Interview](#) | [Survey](#)

Colorado

- Boulder County (July 2016)
- Colorado Springs (October 2015) [Action Plan](#)
- Denver (July 2014) [Survey](#)
- Eagle County (August 2017)
- Fruita (December 2017)
- Larimer County (December 2015)
- Manitou (December 2017)
- Pitkin County (March 2017)

Connecticut

- Greenwich (December 2016)
- Newtown (January 2017)

District of Columbia

- Washington, D.C. (October 2012) [Action Plan](#)

Florida

- Cutler Bay (March 2016)
- Dunedin (February 2018)
- Fort Lauderdale (January 2017)
- Hallandale Beach (May 2016)
- Hollywood (November 2016)
- Lakeland (December 2016)

- Longwood (December 2016)
- Miami-Dade County (November 2016)
- Palmetto Bay (March 2017)
- Pembroke Pines (March 2017)
- Pinecrest (July 2016)
- Pinellas County (January 2017)
- Sarasota County (February 2015) [Survey](#) | [Action Plan](#)
- Satellite Beach (December 2016)
- St. Petersburg (June 2016) [Survey](#)
- Tallahassee (June 2015) [Survey](#)
- Wilton Manors (February 2018)
- Winter Haven (October 2015)

Georgia

- Atlanta (April 2014) [Survey](#) | [Action Plan](#)
- Augusta (January 2014) [Action Plan](#)
- Macon-Bibb (April 2012) [Action Plan](#) | [Interview](#)

Hawaii

- Honolulu (March 2013) [Survey](#) | [Action Plan](#)

Illinois

- Alton (February 2018)
- Champaign (March 2017)
- Evanston (April 2015*)
- Urbana (March 2017)

Indiana

- Fishers (July 2017)

Iowa

- Des Moines (April 2012*) [Survey](#) | [Action Plan](#) | [Slideshow](#)

Kentucky

- Berea (January 2015)
- Bowling Green (July 2015)
- Lexington (June 2014)

- Louisville (September 2016)

Maine

- Augusta (May 2016)
- Bangor (July 2016)
- Bar Harbor (February 2017)
- Belfast (September 2016)
- Berwick (May 2016)
- Bethel (September 2015) [Action Plan](#)
- Biddeford (November 2016) [Article](#)
- Blue Hill (September 2016)
- Bowdoinham (April 2015*) [Article](#) | [Action Plan](#)
- Brooklin (March 2017)
- Brooksville (February 2017)
- Bucksport (June 2016)
- Castine (March 2017)
- Cumberland (July 2016)
- Deer Isle (May 2017)
- Dexter (March 2017)
- Dover-Foxcroft (January 2017)
- Eastport (April 2016) [Article](#)
- Eliot (February 2018)
- Ellsworth (December 2014)
- Gilead (January 2017)
- Greenville (January 2018)
- Greenwood (March 2016) [Action Plan](#)
- Hallowell (September 2016)
- Jackman (November 2017)
- Kennebunk (March 2015)
- Madison (December 2017)
- Milo (January 2017)
- Newry (April 2016) [Action Plan](#)
- North Yarmouth (December 2016) [Survey](#)
- Old Orchard Beach (August 2017) [Article](#)
- Paris (March 2015)
- Penobscot (March 2017)
- Portland (August 2014)
- Raymond (November 2017)
- Readfield (May 2016)
- Saco (April 2016) [Article](#)
- Sedgwick (March 2017)
- Skowhegan (December 2017)
- Stonington (July 2017)

- Sullivan (January 2018)
- Surry (April 2017)
- Waterville (May 2017)
- Wayne (September 2016)
- Westbrook (September 2016)
- Woodstock (April 2016) [Action Plan](#)
- Yarmouth (May 2017)

Maryland

- Hyattsville (January 2017)
- Montgomery County (December 2015) [Survey](#) | [Actions & Accomplishments](#)

Massachusetts

Massachusetts is a member of the network (January 2018) [Article](#)

- Agawam (April 2017)
- Arlington (November 2017)
- Bedford (February 2018)
- Bolton (February 2018)
- Boston (May 2014)
- Dartmouth (January 2016)
- Hudson (March 2018)
- Lawrence (September 2017)
- Martha's Vineyard (July 2016)
- New Bedford (July 2015)
- Newton (February 2016)
- North Adams (January 2015)
- Peabody (January 2017)
- Pittsfield (January 2015)
- Salem (August 2015) [Action Plan](#)
- Stoughton (September 2017)
- Wakefield (October 2017)
- West Springfield (November 2016)

Michigan

- Auburn Hills (March 2013) [Action Plan](#)
- East Lansing (February 2017)
- Highland Park (December 2013)
- Lansing (June 2015) [Survey](#)
- Southfield (March 2017)

Minnesota

- Alexandria (January 2016)
- Maple Grove (June 2016)
- Minneapolis (May 2015) [Interview](#)
- Northfield (September 2016)

Mississippi

- Hernando (July 2016)

Missouri

- Arnold (September 2017)
- St. Louis County (June 2013) [Survey](#) | [Action Plan](#) | [Year 1 Progress Report](#)

Montana

- Bozeman (June 2017)
- Carbon County (February 2018)

Nevada

- Henderson (July 2015)
- Winnemucca (December 2016)

New Jersey

- Montclair (February 2015)
- Princeton (April 2014) [Action Plan](#)

New Mexico

- Albuquerque (October 2017) [Article](#)
- Carlsbad (June 2014)

New York

New York State is a member of the network (December 2017) [Article](#)

- Albany County (July 2016)
- Big Flats (September 2014) [Action Plan](#)
- Brookhaven, Long Island (March 2013) [Survey](#)
- Chemung County (April 2012*) [Action Plan](#)

- Elmira (City) (August 2013) [Action Plan](#)
- Elmira (Town) (November 2013) [Action Plan](#)
- Erie County (February 2015) [Article](#)
- Glen Cove (February 2018)
- Great Neck Plaza, Long Island (April 2013)
- Ithaca (March 2015) [Action Plan](#)
- New York City (April 2012*) [Action Plan](#)
- North Hempstead, Long Island (November 2014)
- Oneida County (September 2016)
- Southport (October 2015)
- Suffolk County, Long Island (August 2013) [Survey](#)
- Tompkins County (March 2015) [Action Plan](#)
- Westchester County (April 2012) [Action and Implementation Plan](#)

North Carolina

- Bucombe County (August 2017)
- Matthews (October 2015) [Survey](#)
- Mecklenburg County (September 2016)
- Orange County (July 2016)
- Wake County (September 2016)

Ohio

- Cleveland (September 2015*) [Survey](#) | [Action Plan](#)
- Cincinnati (February 2018)
- Columbus (July 2015)
- Delaware County (February 2018)
- Oxford (October 2017)

Oregon

- Multnomah County (November 2014)
- Newberg (January 2017)
- Portland (April 2012*) [Action Plan](#) | [Interview](#)
- Salem (May 2017)
- Springfield (January 2015)

Pennsylvania

- Allegheny County (September 2015) | [Survey](#)
- Philadelphia (April 2012*) [Survey](#) | [Article](#)
- Pittsburgh (September 2015) [Interview](#) | [Survey](#) | [Action Plan](#)

- Swarthmore (September 2017)
- West Chester (May 2016*) [Action Plan](#)

Puerto Rico

- Coamo (May 2016)

South Carolina

- Columbia (August 2017)

Tennessee

- Kingsport (September 2016)
- Knoxville (February 2018)

Texas

- Austin (December 2012)
- Brownsville (January 2014) [Interview](#) | ["How To"](#) | [Survey](#)
- Dallas (August 2014) [Survey](#)
- Fort Worth (September 2014) [Survey](#)
- Houston (September 2014) [Survey](#)
- San Antonio (March 2014) [Interview](#) | [Survey](#)

Utah

- Salt Lake City (October 2015)

Vermont

- Newport (December 2013) [Interview](#) | ["How To"](#) | [Survey](#) | [Action Plan](#)

Virginia

- Albemarle County (June 2017)
- Alexandria (June 2016)
- Charlottesville (June 2017)
- Grayson County (January 2017)
- Roanoke (January 2018)

Washington

- Puyallup (March 2016)
- Seattle (August 2016)

West Virginia

- Charleston (December 2016)

Wisconsin

- Greendale (August 2017)
- Sheboygan (August 2017)
- Shorewood (March 2017)

Wyoming

- Casper (May 2017)
- Jackson (May 2017)
- Teton County (May 2017)

** Indicates a community that joined the World Health Organization (WHO) Global Network of Age-Friendly Cities and Communities before joining the AARP Network of Age-Friendly Communities. Membership in the AARP network comes with automatic membership in the WHO network.*



We Are Columbia

MEETING DATE: March 20, 2018

DEPARTMENT: City Clerk

FROM: *Erika Moore, City Clerk*

SUBJECT: Birthright Update - Mr. Hank Chardos, Executive Director
and Co-Founder of Birthright

FINANCIAL IMPACT:

STRATEGIC GOALS: Collaborate and partner with entities



We Are Columbia

MEETING DATE: March 20, 2018

DEPARTMENT: Legal Department

FROM: *Shari Ardis, Legal Office Manager*

SUBJECT: Resolution No.: R-2018-022 - Supporting the Elimination of all forms of Discrimination and Violence Against Women and Girls, Prompting the Health and Safety of Women and Girls, and supporting their Being Afforded Equal Academic, Economic, Social, Cultural and Business Opportunities in the City of Columbia; Expressing Support for Individual Cities Passing Resolutions and Ordinances to Implement the Principles of the Elimination of all Forms of Discrimination against Women at the Local Level

FINANCIAL IMPACT:

STRATEGIC GOALS: Collaborate and partner with entities, Connect the City's neighborhoods and business dist, Foster a healthy quality of life, Grow opportunities for entrepreneurship

ATTACHMENTS:

- **#a:** R-2018-022 CEDAW (PDF)

RESOLUTION NO.: R-2018-022

Supporting the Elimination of all forms of Discrimination and Violence Against Women and Girls, Prompting the Health and Safety of Women and Girls, and supporting their Being Afforded Equal Academic, Economic, Social, Cultural and Business Opportunities in the City of Columbia; Expressing Support for Individual Cities Passing Resolutions and Ordinances to Implement the Principles of the Elimination of all Forms of Discrimination against Women at the Local Level

WHEREAS, the United Nations General Assembly adopted the Convention on the Elimination of all Forms of Discrimination Against Women (CEDAW) on December 18, 1979 became an international treaty on September 3, 1981, and 187 United Nations member nations have agreed to be bound by CEDAW's provisions. The United States is one of only six countries that have not ratified CEDAW, never having been brought to the Senate floor for a vote; and,

WHEREAS, CEDAW defines discrimination and provides a practical blueprint to promote human rights and open opportunities for women and girls in all areas of society. The empowerment of women is central to building democratic, peaceful and prosperous societies; and,

WHEREAS, although women in this country have made gains in the struggle to eradicate discrimination, much more needs to be accomplished. CEDAW provides an opportunity for dialogue on how to address persistent gaps in women's full equality, particularly regarding closing the pay gap, reducing domestic violence and stopping trafficking; and,

WHEREAS, Cities for CEDAW was launched at the United Nations Commission on the Status of Women in March 2014. The Cities for CEDAW campaign is a grassroots effort that provides tools and leadership to empower local women's organizations and municipalities and effectively initiate CEDAW within their respective localities; and,

WHEREAS, the Columbia City Council desires that women and girls who live in the City of Columbia enjoy all the rights, privileges and remedies that are bestowed on all people in the United States, no matter their race, national origin, gender or religious belief, and declares that Columbia, South Carolina is a city that shall not tolerate discrimination against women or girls, or violence perpetrated against them in any form; and,

WHEREAS, City government has an appropriate and legitimate role in affirming the importance of eliminating all forms of discrimination against women in communities as universal norms and to serve as guide for public policy; NOW, THEREFORE,

BE IT RESOLVED by the Mayor and City Council of the City of Columbia, South Carolina this ____ day of _____, 2018 as follows:

Section I. That the City Council of the City of Columbia supports the elimination of all forms of discrimination and violence against women and girls, promoting the health and safety of women and girls, and supporting their being afforded equal academic, economic, social cultural and business opportunities in the City of Columbia.

Section 2. That the City Council of the City of Columbia hereby expresses support for the Cities for CEDAW initiative and their support for individual cities and counties passing resolutions and ordinances to implement the principles of CEDAW (Convention on the Elimination of all Forms of Discrimination Against Women) at the local level.

Requested by:

Councilmember Devine

Mayor

Approved by:

City Manager

Approved as to form:

ATTEST:


Deputy City Attorney

City Clerk

Introduced:

Final Reading:

LEGAL DEPARTMENT DRAFT



We Are Columbia

MEETING DATE: March 20, 2018

DEPARTMENT: Legal Department

FROM: *Shari Ardis, Legal Office Manager*

SUBJECT: Resolution No.: R-2018-026 - Approving the honorary naming of the 600, 700, 800, 900, and 1000 blocks of King Street between Millwood Avenue and Blossom Street "Judge Mildred McDuffie Way"

FINANCIAL IMPACT:

ATTACHMENTS:

- **#a:** R_2018_026_honorary_naming_600_thru_1000_blocks_King_St (PDF)

RESOLUTION NO.: R-2018-026

Approving the honorary naming of the 600, 700, 800, 900 and 1000 blocks of King Street between Millwood Avenue and Blossom Street "Judge Mildred McDuffie Way"

WHEREAS, Judge Mildred Weathers McDuffie graduated from Booker T. Washington High School, Allen University and South Carolina State University; and,

WHEREAS, Judge McDuffie has dedicated her life to serving others in her community and church and has been a leader in promoting human rights and social justice; and,

WHEREAS, Judge McDuffie worked with Richland County School District One for thirty-four years as a teacher and district administrator, inspiring students to learn and grow into responsible, successful citizens; and,

WHEREAS, Judge McDuffie served a term on Richland County Council and upon retirement from the school district was appointed as a summary court judge; and,

WHEREAS, Judge McDuffie served on the National Association of Commissions for Women, the Columbia Cooperative Ministry, the South Carolina Christian Action Council's Literacy Task Force, the South Carolina Coalition for Alcohol Safety and Safe Communities, and the Mental Health Association; and,

WHEREAS, Judge McDuffie has been certified through many national organizations, is a life member of the National Association for the Advancement of Colored People, the National Judges Association, numerous other social and professional organizations; and,

WHEREAS, Judge McDuffie is a committed member of Bethel AME Church, serves as president of the Women's Missionary Society and chairs the Accreditation Committee of the Bethel Learning Center and Academy, and,

WHEREAS, Judge McDuffie received the St. Luke Episcopal Church's Outstanding Service Award, the Allen University Service Award, the National Youth Sports Program Services Award, and the Columbia Urban League's Whitney M. Young, Jr., Award in recognition of her leadership as a human rights and social justice advocate. She was also named one of the 10 Most Outstanding Women in Columbia; NOW, THEREFORE,

BE IT RESOLVED this ___ day of _____ 2018, that the Mayor and City Council of the City of Columbia hereby approve the honorary naming of the 600, 700, 800, 900 and 1000 blocks of King Street between Millwood Avenue and Blossom Street "Judge Mildred McDuffie Way". The design and color of the honorary toppers shall be subject to the approval of the Director of Public Works.

Requested by:

Councilmember Devine

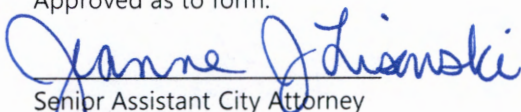
Mayor

Approved by:

City Manager

ATTEST:

Approved as to form:


Janne J. Lisinski
Senior Assistant City Attorney

City Clerk

Introduced:

Final Reading:



We Are Columbia

MEETING DATE: March 20, 2018

DEPARTMENT: Legal Department

FROM: *Shari Ardis, Legal Office Manager*

SUBJECT: Resolution No.: R-2018-024 A Resolution Authorizing the issuance and sale of a not exceeding \$3,125,000 General Obligation Bond Anticipation Note, Series 2018A, or such other appropriate series designation, of City of Columbia, South Carolina; fixing the form and details of the 2018A Note; Authorizing the Mayor, the City Manager, and the Assistant City Manager for Finance and Economic Development Services, or any two of them acting together to prescribe certain matters relating to the 2018A Note; providing for the payment of the 2018A Note and Disposition of the Proceeds thereof; and other matters relating thereto

FINANCIAL IMPACT:

STRATEGIC GOALS: Provide high quality municipal services

ATTACHMENTS:

- **#a:** R-2018-024 GOB Series 2018A \$3125000 (PDF)

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RESOLUTION NO.: R-2018-024

AUTHORIZING THE ISSUANCE AND SALE OF A NOT EXCEEDING \$3,125,000 GENERAL OBLIGATION BOND ANTICIPATION NOTE, SERIES 2018A, OR SUCH OTHER APPROPRIATE SERIES DESIGNATION, OF CITY OF COLUMBIA, SOUTH CAROLINA; FIXING THE FORM AND DETAILS OF THE 2018A NOTE; AUTHORIZING THE MAYOR, THE CITY MANAGER AND THE ASSISTANT CITY MANAGER FOR FINANCE AND ECONOMIC SERVICES, OR ANY TWO OF THEM ACTING TOGETHER TO PRESCRIBE CERTAIN MATTERS RELATING TO THE 2018A NOTE; PROVIDING FOR THE PAYMENT OF THE 2018A NOTE AND DISPOSITION OF THE PROCEEDS THEREOF; AND OTHER MATTERS RELATING THERETO

BE IT RESOLVED by the Mayor and City Council of the City of Columbia, South Carolina this ____ day of _____, 2018, as follows:

SECTION 1. The City Council (the "Council") of City of Columbia, South Carolina (the "City"), hereby finds and determines:

(a) Article X, Section 14 of the Constitution of the State of South Carolina, 1895, as amended (the "Constitution"), provides that each municipality shall have the power to incur bonded indebtedness in such manner and upon such terms and conditions as the General Assembly shall prescribe by general law. Such debt must be incurred for a public purpose and a corporate purpose in an amount not exceeding eight percent of the assessed value of all taxable property of such City. Bond anticipation notes may be issued under such terms and conditions that the General Assembly may prescribe by general law and such bond anticipation note may be renewed or refunded.

(b) The Council heretofore enacted Ordinance 2017-023 on March 21, 2017 (the "Ordinance"), authorizing the issuance and sale of not exceeding \$8,135,000 principal amount of its general obligation bonds, in one or more series, and general obligation bond anticipation notes issued in anticipation thereof, in one or more series. The Ordinance further provides that, in the event such general obligation bond anticipation notes are issued, the City would pledge the proceeds of such general obligation bonds and its full faith, credit and taxing power of the City for the payment of principal of and interest, if necessary, on such notes as they respectfully mature. The Ordinance contains a provision authorizing the outstanding general obligation bond anticipation note authorized therein to be renewed or refunded by a resolution of Council incorporating the terms of the Ordinance (the "Resolution").

(c) Pursuant to the Ordinance, the City issued on June 20, 2017, a \$3,000,000 principal amount General Obligation Bond Anticipation Note, Series 2017 (the "2017 Note") with a maturity date of June 20, 2018.

(d) The Council desires to incorporate by reference the provisions of the Ordinance relating to the issuance and sale of general obligation bonds of the City (the "Bonds") and the renewal of the 2017 Note.

(e) The Council wishes to renew the 2017 Note and increase the size thereof in order to pay the interest due on the 2017 Note and the cost of issuance of the 2018A Note (hereinafter defined).

(f) Pending the issuance and sale of the general obligation bonds authorized by the Ordinance (the "Bonds"), it is now in the best interest of the City to provide for the issuance of a single bond anticipation note (the "2018A Note") to be used for the purposes of paying the outstanding principal balance of the 2017 Note, as well as interest due on the 2017 Note and the cost of issuance of the 2018A Note.

SECTION 2. The Council hereby incorporates by reference the provisions of the Ordinance with respect to the issuance and sale of the Bonds and such provisions shall be a part of this Resolution, and the Council will issue general obligation bonds in a sufficient amount to pay the principal and interest on the 2018A Note herein authorized.

SECTION 3. Pursuant to the provisions of the Constitution and laws of the State of South Carolina (the "State"), and to obtain funds to pay the principal of and, if necessary, interest on the 2018A Note hereinafter authorized, there is hereby authorized to be issued, and the City irrevocably obligates and binds itself to effect the issuance of, general

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obligation bonds of the City in a sufficient amount to retire the 2018A Note issued pursuant to the Ordinance and this Resolution.

SECTION 4. Pending the issuance and delivery of the Bonds authorized by the Ordinance and for the purpose of paying at maturity the 2018A Note, there is hereby authorized to be issued a bond anticipation note in fully-registered form payable to a named payee as may be designated by the purchaser thereof.

The Council hereby delegates to the Mayor, the City Manager and the Assistant City Manager for Finance and Economic Services, or any two of them acting together, the authority to negotiate with the existing holder of the 2017 Note or offer the 2018A Note for sale at such time as deemed to be in the best interest of the City. The Mayor, the City Manager and the Assistant City Manager for Finance and Economic Services, or any two of them acting together, may arrange the sale of the 2018A Note by negotiation or may cause the 2018A Note to be advertised and bids received therefor. If so advertised, a Notice of Sale may be prescribed and distributed as deemed advisable. The City further delegates to the Mayor, the City Manager and the Assistant City Manager for Finance and Economic Services, or any two of them acting together, the authority to receive responses on behalf of the City and the authority to award the sale of the 2018A Note to the bank offering to purchase the 2018A Note at the lowest net interest cost to the City provided the interest rate on the 2018A Note shall not exceed 4%. After the sale of the 2018A Note, the Mayor, the City Manager and the Assistant City Manager for Finance and Economic Services, or any two of them acting together, shall prepare a written report setting forth the results of the sale of the 2018A Note.

The 2018A Note issued in fully-registered form shall be registered as to both principal and interest; shall be dated as of the date of delivery; shall mature not later than one (1) year from the date thereof; and shall not be subject to penalty if paid prior to maturity.

Both the principal of and interest on the 2018A Note shall be 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 at a bank or trust company organized under the laws of the State or the laws of the United States of America.

The 2018A Note shall be executed in the name of the City with the manual or facsimile signature of the Mayor of the City attested by the manual or facsimile signature of the Clerk of the Council under the seal of the City to be imprinted, impressed or reproduced thereon.

SECTION 5. The 2018A Note in fully-registered form shall be registered as to principal in the name of the holder at the office of the Clerk to Council of City of Columbia, in Columbia, South Carolina, on registry books to be kept for that purpose, and such registration shall be noted on the 2018A Note after which no transfer of the 2018A Note shall be effectual unless made on said books by the registered holder in person, or by his duly authorized attorney and similarly noted on the 2018A Note but the 2018A Note may be discharged from registration by being in like manner transferred to bearer, after which it shall again be transferable by delivery and may again and from time to time be registered or discharged from registration in like manner.

SECTION 6. The 2018A Note in fully-registered form shall be issued in substantially the form attached hereto as Exhibit A and incorporated herein by reference.

SECTION 7. The City covenants that it has not issued nor will it cause to be issued, any note or other certificates of indebtedness of any type in anticipation of the issuance of the Bonds other than the 2018A Note.

SECTION 8. For the payment of the principal of and interest on the 2018A Note as the same respectively mature there are hereby pledged the proceeds of the general obligation bonds authorized herein. The City at its option may also utilize any other available funds for the payment of the principal of and interest on the 2018A Note.

SECTION 9. The proceeds of the 2018A Note shall be applied to the purpose of paying at maturity the principal and interest on the 2017 Note. Upon the delivery of the Bonds in anticipation of which the 2018A Note was issued, sufficient proceeds of the Bonds shall be applied by the City to meet the payment of the principal of and, if necessary, interest on the 2018A Note.

SECTION 10. Both the principal of and interest on the 2018A Note and the Bonds shall be exempt, in

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accordance with the provisions of Section 12-2-50 of the Code of Laws of South Carolina, 1976, as amended, from all State, City, municipal, school district, and all other taxes or assessments, except estate or other transfer taxes, direct or indirect, general or special, whether imposed for the purpose of general revenue or otherwise.

SECTION 11. The City covenants that no use of the proceeds of the sale of the 2018A Note shall be made which, if such use had been reasonably expected on the date of issue of the 2018A Note would have caused the 2018A Note to be "arbitrage bonds," as defined in Section 148 of the Internal Revenue Code of 1986, as amended (the "Code"), and to that end the City shall comply with the applicable regulations of the Treasury Department previously promulgated under Section 103 of the Code, and any regulations promulgated under the Code so long as the 2018A Note is outstanding.

SECTION 12. 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, City Attorney and Clerk to Council to execute such documents and instruments as necessary to effect the issuance of the 2018A Note.

SECTION 13. All orders, resolutions, ordinances and parts thereof, procedural or otherwise, in conflict herewith or the proceedings authorizing the issuance of the 2018A Note is, to the extent of such conflict, are hereby repealed, and this Resolution shall take effect and be in full force from and after its passage and approval.

SECTION 14. This Resolution shall become effective this date.

Requested by:

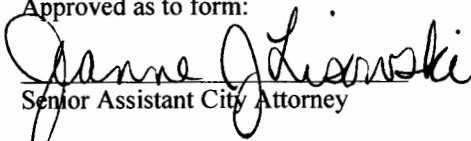
Assistant City Manager Palen

Mayor

Approved by:

City Manager

Approved as to form:


Senior Assistant City Attorney

ATTEST:

City Clerk

Introduced:

Final Reading:

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EXHIBIT A

(FORM OF FULLY-REGISTERED NOTE)

UNITED STATES OF AMERICA
 STATE OF SOUTH CAROLINA
 CITY OF COLUMBIA
 GENERAL OBLIGATION BOND ANTICIPATION NOTE, SERIES 2018A

No. R-__

\$_____

INTEREST
RATE

MATURITY
DATE

ORIGINAL
ISSUE DATE

KNOW ALL MEN BY THESE PRESENTS, that the City of Columbia, South Carolina (the "City"), is justly indebted and, for value received, hereby promises to pay to First Citizens Bank and Trust Company (the "Bank"), and its successors and assigns, the principal sum of Three Million Dollars (\$3,000,000) on the maturity date shown above, and to pay interest on such principal sum from the date hereof at the interest rate per annum (calculated on the basis of a 360-day year consisting of twelve 30-day months) and on the maturity date shown above, payable by check or draft mailed to the person in whose name this Note is registered on the registration books of the City. The principal and interest on this Note are payable without presentation or surrender 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.

This Note is a general obligation bond anticipation note issued pursuant to and in accordance with the Constitution and laws of the State of South Carolina, including Article X, Section 14 of the Constitution of the State of South Carolina, 1895, as amended; Title 5, Chapter 21, Article 5, and Title 11, Chapter 27, Code of Laws of South Carolina 1976, as amended; and Ordinance No. 2017-023 duly enacted on March 21, 2017, and a Resolution duly adopted on _____, 2018, by the City Council of the City (the "Ordinance"), in anticipation of the issuance of general obligation bonds to be issued by the City, and is payable, both as to principal and interest, from the proceeds thereof. This Note is a general obligation of the City and there is hereby pledged to the payment of the principal hereof and interest hereon, the full faith, credit and taxing power of the City. The City at its option may also utilize any other funds available therefor for the payment of the principal of and interest on this Note.

This Note has been initially registered in the name of the Bank as to principal and interest at the office of the City Clerk, on registry books to be kept for such purpose, such registration to be noted hereon. After such registration, the principal of and interest on this Note shall be payable only to the registered owner hereof. No transfer shall be valid unless made on such books by the registered owner, or by its legal representative, and similarly noted on this Note. This Note may be assigned, and if assigned, the assignor shall promptly notify the Treasurer of the City by registered mail of such assignment.

This Note shall be subject to redemption at the option of the City as a whole or in part at any time within 90 days of the maturity date, at a redemption price equal to 100% of the principal amount to be redeemed together with the interest accrued on such principal amount to the date fixed for redemption.

Under the laws of the State of South Carolina, this Note and the interest hereon are exempt from all State, county, municipal, City and all other taxes or assessments, except estate or other transfer taxes, direct or indirect, general or special, whether imposed for the purpose of general revenue or otherwise.

It is hereby certified and recited that all acts, conditions and things required by the Constitution and laws of the State of South Carolina to exist, to happen and to be performed precedent to or in the issuance of this Note exist, have happened and have been performed in regular and due time, form and manner as required by law; that the City has irrevocably obligated itself to issue and sell, prior to the stated maturity hereof, the general obligation bond in anticipation of which this Note is issued; and that the amount of this Note, together with all other indebtedness of the City, does not exceed the applicable limitation of indebtedness under the laws of the State of South Carolina and that provision has been made for the issuance of the aforesaid general obligation bond.

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IN WITNESS WHEREOF, the City of Columbia, South Carolina, has caused this Note to be executed in its name by the manual or facsimile signature of the Mayor and attested by the manual or facsimile signature of the Clerk of the City Council under the seal of the City, and this Note to be dated the ____ day of _____, 2018.

CITY OF COLUMBIA, SOUTH CAROLINA

By _____
Mayor

(SEAL)

ATTEST:

Clerk, City Council

[Form of Registration]

This Note has been registered in the name of _____, in _____, South Carolina, on registry books kept by the Clerk to City Council of City of Columbia, South Carolina.

Dated this ____ day of _____, 2018.

Clerk, City Council, City of Columbia, South Carolina

DRAFT

(FORM OF ASSIGNMENT)

FOR VALUE RECEIVED, the undersigned sells, assigns and transfers unto _____ (Name and Address of Transferee) the within Note and does hereby irrevocably constitute and appoint _____ attorney to transfer the within Note on the books kept for registration thereof, with full power of substitution in the premises.

Dated: _____

Signature Guaranteed

(Authorized Officer)

Notice: Signature(s) 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 Note in every particular, without alteration or enlargement or any change whatever.

A copy of the final approving opinion to be attached to the 2018A Note, and preceding the same a certificate shall appear, which shall be signed on behalf of the City with a facsimile signature of the Clerk of City Council. The certificate shall be in substantially the following form:

CERTIFICATE

IT IS HEREBY CERTIFIED that the following is a true and correct copy of the respective final legal opinions (except for date and letterhead) of McNair Law Firm, P.A., Columbia, South Carolina, and Johnson, Toal & Battiste, P.A., Columbia, South Carolina, approving the issue of bonds of which the within bond is one, the originals of which opinions were manually executed, dated and issued as of the date of delivery of and payment for such bonds, and copies of which is on file with the City of Columbia, South Carolina.

CITY OF COLUMBIA, SOUTH CAROLINA

By: _____
Clerk



We Are Columbia

MEETING DATE: March 20, 2018

DEPARTMENT: Planning and Development Services

FROM: *Krista Hampton, Director*

SUBJECT: ZONING MAP AMENDMENT - 1908 Blossom Street, TMS# 11308-11-07 and 11308-11-03

PURPOSE: Council District: 3

Proposal: Request to rezone the parcels from M-1, -5P to MX-1, -5P

Applicant: Josh Boltinhouse, Lambert Architecture & Construction Services

Staff Recommendation: Approval

PC Recommendation: 11/06/2017, deferred by applicant to 12/04/2017; 12/04/2017, deferred by applicant to 1/8/2018; 01/08/2018, deferred by applicant to 2/5/2018; 02/05/2018, Denial (5-3, and 1 abstention)

FINANCIAL IMPACT:

ATTACHMENTS:

- **#a:** ZMA_Blossom1908 (PDF)



CASE SUMMARY

March 20, 2018 at 7:00pm
City Council Chambers, 3rd Floor, 1737 Main Street, Columbia, SC 29201

Zoning Map Amendment Case Summary 1908 Blossom Street, TMS# 11308-11-07 and 11308-11-03

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12/04/2017; deferred by applicant to 1/8/2018
01/08/2018; deferred by applicant to 2/5/2018
02/05/2018; Denial (5-3 vote and 1 recusal)

ZPH, 1st Reading: 03/20/2018; Pending

2nd Reading: 04/03/2018; Pending

CURRENT PARCEL CHARACTERISTICS/CONDITIONS

Acreage: ~0.26 acres
Current Use: Vacant Land
Proposed Use: Restaurant
SC Aeronautics Overlay: The subject properties are located within in the SC Aeronautics Airport Vicinity Zone, as it is in proximity to the Jim Hamilton – LB Owens Airport.
Land Use Classification: Urban Core Regional Activity Center (UCAC-3)
Current Zoning: Light Industrial District, -Five Points Overlay District (Lower Five Points) (M-1, -5P)
Proposed Zoning: Mixed Use District, -Five Points Overlay District (Lower Five Points) (MX-1, -5P)

PLANS, POLICIES, AND LAND USE

The Columbia Plan 2018: Comprehensive Plan Land Use Classification

The subject property is currently designated Urban Core Regional Activity Center (UCAC-3) in The Columbia Plan 2018 Future Land Use Map.

These developments are intense mixed-use business districts within the urban context. They may be adjacent to the central business district or found in outer areas of the City. They are primary destinations for work and play which attract people from more than a 20-mile radius or drive distance. The uses are built within the urban blocks

and grid, and whole scale redevelopment of blocks or adaptive reuse of existing structures may occur in these areas. Their scale is large and may take up multiple city blocks. Their primary use is as a business district, but high-intensity residential in mixed-use buildings is also appropriate.

Primary Types:

- Small to Extra Large Business/Employment (incl. High-rise, excl. Flex)
- Multi-family Medium and High-rise Mixed-use

Secondary Types:

- Multi-family Medium to High-rise
- Small to Large Flex
- Civic/Institutional
- Parking Structures

Tertiary Types

- Single Family Attached
- Cemeteries & Mausoleums
- Parking Lots

Existing Neighborhood, Small Area, Community, and/or Corridor Plans

The subject property is directly adjacent to the study area for the *Future Five: Five Points Master Plan* (2006).

The study area for the *Future Five: Five Points Master Plan* was drawn along street centerlines, however the property, located on the southern side of Blossom Street, is very much a part of the Five Points area, and was included within the -Five Points Overlay District with the adoption of design/development standards for the area. The Plan had five goals: to preserve the area's unique identity, enhance market vitality, promote mixed-use, elevate building character, increase density, and foster diversity. Specifically the Plan recommended "a change in the zoning requirements within Five Points to encourage mixed use developments that feature a combination of retail and residential where shared parking strategies are feasible" (page 51); these recommendations were incorporated into the -5P Overlay District.

PROPOSED ZONING DISTRICT SUMMARY

The subject property is currently zoned Light Industrial District, -Five Points Overlay District (Lower Five Points) (M-1, -5P). The abutting properties in the City of Columbia are zoned General Residential District (RG-2) to the West and South and Mixed Use District, -Five Points Overlay District (Lower Five Points) (MX-1, -5P) to the North and East. The proposed zoning is Mixed Use District, -Five Points Overlay District (Lower Five Points) (MX-1, -5P).

Light Industrial District (M-1)

The M-1 district is intended to accommodate wholesaling, distribution, storage, processing, light manufacturing and general commercial uses. Certain related structures and uses required to serve the needs of such uses are permitted outright or are permissible as special exceptions subject to restrictions and requirements intended to best fulfill the intent of this article.

Five Points District (-5P)

(a) The 5P overlay district is intended to enhance the urban village character within the area known as Five Points. This character is defined by attributes such as mixed uses, pedestrian oriented buildings and signage, urban open spaces, and eclectic expressions of architecture and signage. Development within the 5P area must comply with design guidelines adopted by city council on June 18, 2008, entitled "Future Five, Design Development Guidelines, January, 2008."

(b) The 5P area consists of approximately 65 acres in the area generally bounded to the north by Gervais Street, to the west by the Southern RR, to the south by parcels fronting Blossom Street, to the east by Hilton Street and continuing in a straight line northerly to Lee Street, along Pavilion Street, continuing north mid block behind Pavilion Street to Stark Street, along Walnut Street to Senate Street and behind parcels fronting Harden Street to Gervais Street.

(c) The 5P area is further delineated as Upper Five Points and Lower Five Points. Upper Five Points is described as the area north of Greene Street, but not to include parcels or portions of parcels fronting Greene Street. Lower Five Points includes all parcels south of Greene Street, in addition to the parcels or portions of parcels north of Greene that abut the Greene Street right-of-way.

(d) These boundaries are outlined on the official City of Columbia zoning map.

Mixed Use District (MX-1)

The MX-1 district is intended to accommodate the development of a wide range of residential and compatible non-residential uses along corridors and in neighborhood commercial contexts. To promote development that exhibits the physical design characteristics of pedestrian-oriented streets, the district provides flexibility from conventional use and bulk requirements of other zoning districts.

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(d) These boundaries are outlined on the official City of Columbia zoning map.

STAFF RECOMMENDATION

Staff recommends City Council approve the rezoning of the parcel from M-1, -5P to MX-1, -5P as the uses permitted in the Mixed Use District (MX-1) align more closely with the City's Future Land Use Plan and the Five Points Master Plan than the existing Light Industrial District (M-1).



Future Land Use Map

1908 Blossom Street; TMS# 11308-11-07 and 11
Existing FLU: UCAC-3

32.a

Department of Planning &
Development Services

Legend



- UCMR-1 - Urban Core Mixed Residential-1
- UCMR-2 - Urban Core Mixed Residential-2
- UEMR - Urban Edge Mixed Residential
- UEMF - Urban Edge Multi-Family
- UCR-1 - Urban Core Residential Small Lot
- UCR-2 - Urban Core Residential Large Lot
- UER-1 - Urban Edge Residential Small Lot
- UER-2 - Urban Edge Residential Large Lot
- UCAC-1 - Urban Core Neighborhood Activity Center
- UCAC-2 - Urban Core Community Activity Center
- UEAC-1 Urban Edge Community Activity Center
- UCAC-3 Urban Core Regional Activity Center
- UEAC-2 - Urban Edge Regional Activity Center
- AC-1 - Neighborhood Activity Corridor
- AC-2 - Community Activity Corridor
- AC-3 - Regional Activity Corridor
- EC - Employment Campus
- IND - Industrial
- TU - Transportation & Utilities
- SD-1 - Sports/Amusement District
- SD-2 - Civic/Institutional Districts
- SD-3 - Central Business District
- SD-4 - Riverbanks Zoo and Garden
- SD-5 - Universities/Colleges
- SD-6 - Fort Jackson



0 20 40 80
Feet

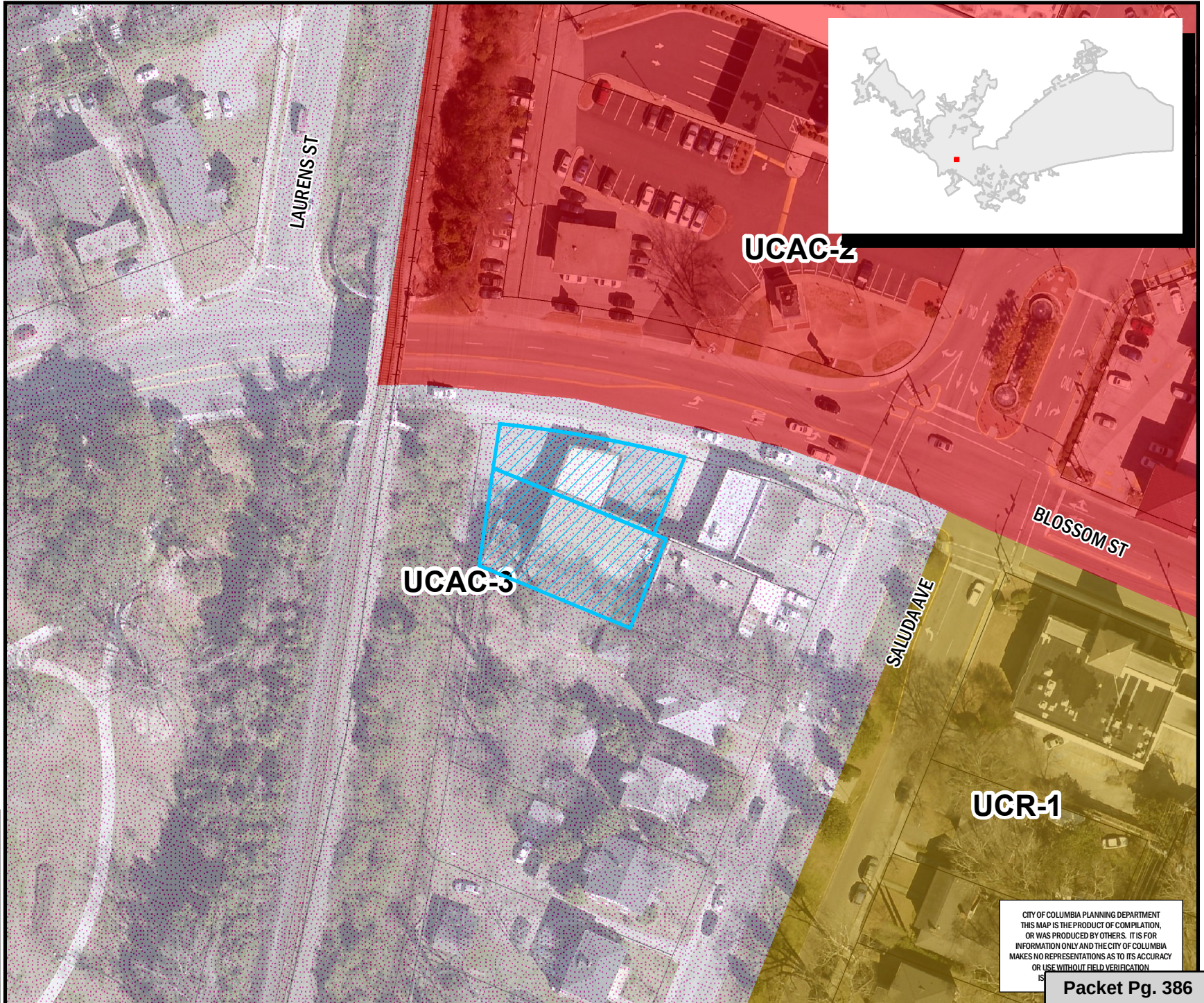
ORIGINAL PREPARATION/DATE:

This map was prepared by:

Shane Shaughnessy
October 4, 2017



We Are Columbia



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OR USE WITHOUT FIELD VERIFICATION

Packet Pg. 386

** DATA SOURCE - CITY OF COLUMBIA, GIS DIVISION

Zoning Map

Department of Planning &
Development Services

1908 Blossom Street; TMS# 11308-11-07 and 11308-11-08
Existing Zoning: M-1, -5P, Proposed Zoning: MX-1, -5P

32.a

Legend

 CITY LIMITS
 PARCELS

 D-1	 C-1
 RS-1	 C-2
 RS-1A	 C-3
 RS-1B	 C-3A
 RS-2	 C-4
 RS-3	 C-5
 RD	 M-1
 RD-2	 M-2
 RG-1	 PUD-C
 RG-1A	 PUD-LS
 RG-2	 PUD-LS-E
 RG-3	 PUD-LS-R
 UTD	 PUD-R
 MX-1	 OUT OF CITY
 MX-2	



0 15 30 60 Feet

ORIGINAL PREPARATION/DATE:
This map was prepared by:

Shane Shaughnessy
October 4, 2017

DISCLAIMER:
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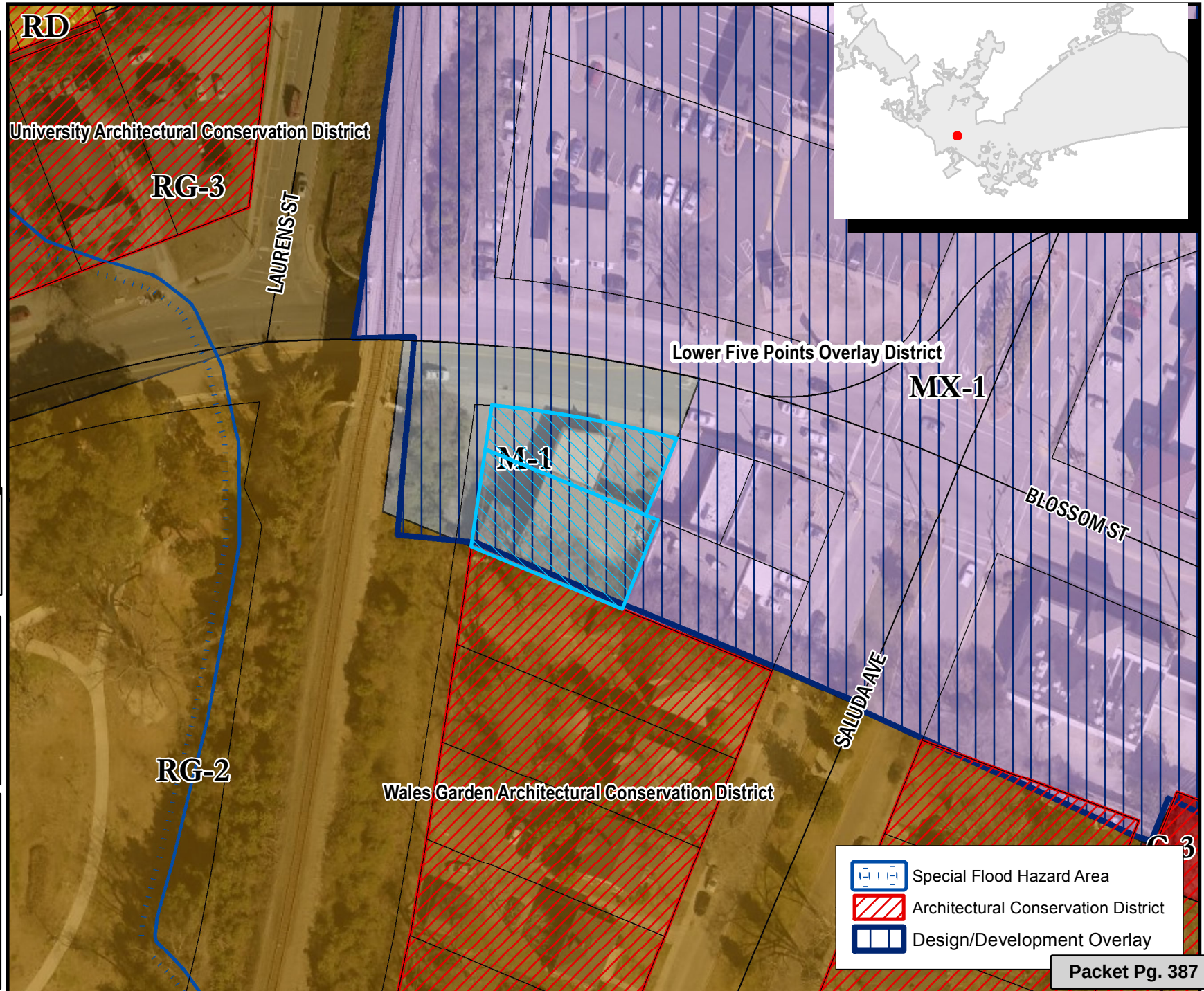


Table of Permitted Uses
M-1
Permitted Principal Uses
Food crops grown within a covered enclosure
General farms, primarily crop
Agricultural services with indoor kennels
Agricultural services with outdoor kennels
Landscape counseling and planning
Lawn and garden services
Ornamental shrub and tree services
Building construction-General contractors and operative builders
Building Construction - Office Only
Construction other than building construction-General contractors
Construction other than building construction - Office Only
Construction-Special trade contractors
Construction - Special trade contractors - Office Only
Food and kindred products
Bakery products
Microbrewery (Sec. 17-290) products
Apparel and other finished products made from fabrics and similar materials
Lumber and wood products, except furniture
Furnitures and fixtures
Printing, publishing and allied industries
Measuring, analyzing and controlling instruments; photographic, medical and optical goods; watches and clocks
Railway express service
Local and suburban transit and interurban highway passenger transportation and service facilities for motor vehicle passenger transportation
Motor freight transportation and warehousing
Trucking, local and long distance
Motor freight transportation and warehousing: Local trucking without storage
Motor freight transportation and warehousing: Local trucking with storage
Public warehousing
Public warehousing: Miniwarehouse (Sec. 17-260)
Private Commercial Storage (Sec. 17-260)
U.S. Postal Service
Water transportation
Transportation by air

Table of Permitted Uses
MX-1
Permitted Principal Uses
Veterinary services with indoor kennels
Landscape counseling and planning
Lawn and garden services
Ornamental shrub and tree services
Building Construction - Office Only
Construction other than building construction - Office Only
Construction - Special trade contractors - Office Only
Printing, publishing and allied industries
Arrangement of Transportation Services
Telephone communication (wire or radio)
Water supply services
Sewerage Systems (Sec. 17-262)
Paint, glass and wallpaper stores
Hardware stores
Retail nurseries, lawn and garden supply stores
Department stores
Variety stores
General merchandise stores: Miscellaneous general merchandise stores
Grocery Stores
Retail bakeries
Food stores: Miscellaneous
Apparel and accessory stores
Furniture, home furnishings and equipment stores
Eating Places
Drugstores and proprietary stores
Miscellaneous shopping goods stores
Mail order house
Florist
Cigar store and stands
Miscellaneous retail stores, not elsewhere classified
Finance, Insurance, and Real Estate
Hotels, motels, and tourist courts
Suite Hotel (Sec. 17-271)

Pipelines
Transportation services
Arrangement of Transportation Services
Telephone communication (wire or radio)
Communication: Telegraph
Radio and television broadcasting
Communication: Cable
Electric substations
Water supply services
Sewerage Systems (Sec. 17-262)
Motor vehicles and automotive parts and supplies
Wholesale trade-Durable goods
Wholesale trade, Non durable goods: Paper and paper products
Wholesale trade, Non durable goods: Apparel - Goods and notions
Wholesale trade, Non durable goods: Groceries and related products
Wholesale trade, Non durable goods: Farm products-Raw materials
Wholesale trade, Non durable goods: Chemicals and allied products
Wholesale trade, Non durable goods: Beer, wine and distilled alcoholic beverages
Wholesale trade, not durable goods: Miscellaneous nondurable goods
Retail Trade: Lumber and other building materials dealers
Paint, glass and wallpaper stores
Hardware stores
Retail nurseries, lawn and garden supply stores
General merchandise stores: Miscellaneous general merchandise stores
Grocery Stores
Fruit stores and vegetable markets
Retail bakeries
Food stores: Miscellaneous
Motor vehicle dealers (new and used)(Sec. 17-286)
Motor vehicle dealers (used only)(Sec. 17-286)
Auto and home supply stores (Sec. 17-286)
Gasoline service stations (Sec. 17-286)
Boat dealers (Sec. 17-286)
Recreational and utility trailer dealers (Sec. 17-286)
Apparel and accessory stores

Bed and breakfast hotel (Sec. 17-271)
Organization hotels and lodgings on membership basis
Garment pressing and agents for laundries and dry cleaners
Taylor and alteration shops
Coin-operated laundries and dry cleaning
Photographic Studies, portrait
Beauty Shops
Barbershops
Shoe repair shops, shoeshine parlors, and hat cleaning shops
Funeral service and crematories
Miscellaneous personal services, except massage parlors and spas
Body piercing facilities and tattoo establishments
Advertising agencies
Consumer credit reporting agencies
Blueprinting and photocopying (Sec. 17-264)
Commercial photography, art and graphics
Stenographic services and reproduction services not elsewhere classified
Personal supply services
Miscellaneous business services: Miscellaneous
Business services not elsewhere classified
Employment agencies
Temporary help services
Computer and data processing services
Detective agencies and protective services
Photofinishing laboratories
Parking Lots
Radio and television repair shops
Watch and jewelry repair
Motion picture production
Motion picture theaters except drive-in
Bowling alleys and billiard and pool establishments
Physical fitness facilities and yoga facilities
Dance studios
Municipal or other passive recreation facilities (parks, greenways, including administrative facilities)
Coin-operated amusement devices

Furniture, home furnishings and equipment stores
Eating Places
Drinking Places (alcoholic beverages)(Sec. 17-269)
Drugstores and proprietary stores
Miscellaneous shopping goods stores
Mail order house
Non-store retailers: Automatic merchandising machine operators
Fuel and ice dealers, except oil fuel dealers and bottled gas dealers
Fuel oil dealers
Liquified petroleum gas (bottled gas) dealers
Florist
Cigar store and stands
New dealers and newsstands
Miscellaneous retail stores, not elsewhere classified
Finance, Insurance, and Real Estate
Banquet Hall
Cemetery subdividers and developers
Suite Hotel (Sec. 17-271)
Bed and breakfast hotel (Sec. 17-271)
Power laundries
Garment pressing and agents for laundries and dry cleaners
Linen supply
Diaper service
Coin-operated laundries and dry cleaning
Dry cleaning plants, except rug cleaning
Carpet and upholstery cleaning
Industrial launderers
Laundry and garment services not elsewhere classified
Photographic Studios, portrait
Beauty Shops
Barbershops
Shoe repair shops, shoeshine parlors, and hat cleaning shops
Miscellaneous personal services, except massage parlors and spas
Advertising agencies
Outdoor advertising agencies
Consumer credit reporting agencies
Blueprinting and photocopying (Sec. 17-264)
Commercial photography, art and graphics
Stenographic services and reproduction services not elsewhere classified

Membership Sports and Recreation Clubs
Offices of physicians
Hospitals
Medical and dental laboratories
Legal services
Colleges, universities, professional schools, and junior colleges
Libraries and information centers
Business and secretarial schools
Vocational schools except vocational high schools not elsewhere classified
Individual and family social services
Job training and vocational rehabilitation services
Museums and art galleries
Arboreta, botanical and zoological gardens
Business associations
Professional membership
Labor Unions and similar labor organizations
Civic, social and fraternal associations
Political organizations
Religious organizations
Engineering, architectural, and surveying services
Accounting, auditing, and bookkeeping services
Commercial economic, sociological, and educational research
Noncommercial research organization
Management and public relations services
Detached One-Family Dwelling
Attached Two-Family Dwelling
Attached One-Family Dwelling
Townhouses (Sec. 17-268)
Multi-Family Dwelling
Group Development
High-Rise (Sec. 17-304)
Mid-Rise (Sec. 17-267)
Miscellaneous services
Executive Offices
Legislative bodies
General government not elsewhere classified
Courts
Police and Fire Protection
Public finance, taxation, and monetary policy

Disinfecting and extermination services
Cleaning and maintenance services to dwellings and other buildings not elsewhere classified
Equipment rental and leasing services
Personal supply services
Miscellaneous business services: Miscellaneous
Business services not elsewhere classified
Employment agencies
Computer and data processing services
Detective agencies and protective services
Photofinishing laboratories
Passenger car rental and leasing without driver
Truck rental and leasing without drivers
Utility trailer and recreational vehicle rental
Parking Lots
Automotive repair shops
Carwashes
Automotive services, except repair and carwashes
Radio and mobile telephone installation shops
Radio and television repair shops
Refrigeration and air conditioning service and repair shops
Reupholstery and furniture repair
Watch and jewelry repair
Welding repair
Repair shops, not otherwise classified
Motion picture theaters except drive-in
Bowling alleys and billiard and pool establishments
Physical fitness facilities and yoga facilities
Dance studios
Professional sports clubs and promoters
Racing including track operations
Municipal or other passive recreation facilities (parks, greenways, including administrative facilities)
Public golf courses
Coin-operated amusement devices
Amusement parks

Administration of human resources programs
Administration of environmental quality and housing programs
Permitted in District, provided owner and/or tenant complies with the associated conditions set forth in this article
Microbrewery (Sec. 17-290) products
Motor vehicle dealers (new and used)(Sec. 17-286)
Motor vehicle dealers (used only)(Sec. 17-286)
Auto and home supply stores (Sec. 17-286)
Boat dealers (Sec. 17-286)
Recreational and utility trailer dealers (Sec. 17-286)
Used merchandise stores without weapons (Sec. 17-87)
Equipment rental and leasing services
Municipal active recreation facilities (athletic ball fields, swimming pools, playgrounds, including administration facilities)(Sec. 17-289)
Offices and clinics of other health practitioners, including therapeutic massage (17-288)
Elementary and Secondary Schools (17-296)
Permitted as an Accessory Use or as a Principal Use by Special Exception
Food crops grown within a covered enclosure
General farms, primarily crop
Special Exception by Board of Zoning Appeals
Apparel and other finished products made from fabrics and similar materials
Furnitures and fixtures
Paper and allied products
Printing, publishing and allied industries
Stone, clay, glass and concrete products
Fabricated metal products, except machinery and transportation equipment
Manufacturing industries, not elsewhere classified
Local and suburban transit and interurban highway passenger transportation and service facilities for motor vehicle passenger transportation
Motor freight transportation and warehousing: Local trucking without storage
Public warehousing: Miniwarehouse (Sec. 17-260)
U.S. Postal Service
Radio and television broadcasting
Electric substations
Retail Trade: Lumber and other building materials dealers
Gasoline service stations (Sec. 17-286)
Drinking Places (alcoholic beverages)(Sec. 17-269)

Membership Sports and Recreation Clubs
Amusement and recreation services not elsewhere classified
Offices of physicians
Medical and dental laboratories
Legal services
Business and secretarial schools
Vocational schools except vocational high schools not elsewhere classified
Job training and vocational rehabilitation services
Museums and art galleries
Arboreta, botanical and zoological gardens
Business associations
Professional membership
Labor Unions and similar labor organizations
Civic, social and fraternal associations
Political organizations
Religious organizations
Engineering, architectural, and surveying services
Accounting, auditing, and bookkeeping services
Commercial, physical and biological research
Commercial economic, sociological, and educational research
Noncommercial research organization
Testing laboratories
Management and public relations services
Miscellaneous services
Police and Fire Protection
Permitted in District, provided owner and/or tenant complies with the associated conditions set forth in this article
Used merchandise stores without weapons (Sec. 17-87)
Non-depository personal credit institutions (pay day loan and/or title loan establishments (Sec. 17-294)
Municipal active recreation facilities (athletic ball fields, swimming pools, playgrounds, including administration facilities)(Sec. 17-289)
Offices and clinics of other health practitioners, including therapeutic massage (17-288)
Dormitories , Private (Sec. 17-321)
Permitted Accessory Use
Aquaponics
Special Exception by Board of Zoning Appeals
Gas production and distribution
Wholesale trade-durable goods-Scrap

Liquor Stores
Used merchandise stores with weapons
Pawn shops
Banquet Hall
Laundry and garment services not elsewhere classified
Repair shops, not otherwise classified
Amusement and recreation services not elsewhere classified
Nursing and personal care facilities
Day Care Facilities (Sec. 17-265)
Residential Care (Sec. 17-266)
Commercial, physical and biological research
Testing laboratories
Dormitories, Public
Fraternity and sorority houses
Permitted in District as Office Only
Cemetery subdividers and developers
Linen supply
Diaper service
Carpet and upholstery cleaning
Outdoor advertising agencies
Disinfecting and extermination services
Cleaning and maintenance services to dwellings and other buildings not elsewhere classified
Truck rental and leasing without drivers
Passenger car rental and leasing without driver
Utility trailer and recreational vehicle rental
Parking structures

Liquor Stores
Used merchandise stores with weapons
Pawn shops
Body piercing facilities and tattoo establishments
Recycling centers (see Sec. 17-273)
Parking structures
Drive-in motion picture theaters
Bingo parlors
Libraries and information centers
Day Care Facilities (Sec. 17-265)
Dormitories, Public
Fraternity and sorority houses
Correctional insitutions

January 5, 2018

Columbia City Council
By E-Mail

Honorable Members of Columbia City Council:

The Historic Waverly Community stands with the other neighborhoods critically affected by the Five Points Commercial District in opposing

- ANY intrusion into our residential neighborhoods; and,
- ANY violation of our Historic Overlay District criteria; and,
- ANY alcohol outlets that adjoin residential areas.

Furthermore we totally support repealing the 'extended hours permit' allowing bars to remain open past 2 a.m. until sunrise.

The Columbia Zoning Board of Adjustments and the Columbia Planning Commission should be informed that the policy of the City Council is to uphold these principles and deny any zoning changes or special exceptions that negatively impact our neighborhood quality of life.

Currently, we are particularly concerned about a Zoning Text Amendment pending before the Planning Commission and a "Special Exception" application pending before the Zoning Board of Adjustments. These two requests would enable an alcohol outlet to operate at the site of the old Master's Cleaners on Blossom Street. This would set a precedent by allowing the intrusion of alcohol outlets adjoining residential areas and, therefore, must be denied.

We appreciate your service to our community and urge you to stand with us in supporting the proper balance between commercial and neighborhood interests.

Sincerely,

Frank Houston, President
Historic Waverly Neighborhood

CC: Columbia Zoning Board of Adjustments
Columbia Planning Commission



110 S. Saluda Avenue
Columbia, SC 29205
(803) 422-3368

January 31, 2018

Dear Zoning Board members,

I am writing to you as president of the Hollywood – Rose Hill Neighborhood Association (HRH) regarding the process of public input on the proposed **Macado's restaurant** to be located on the old Master's Cleaners property (and adjacent parcels) located at 1908 Blossom St., 29205.

Our neighborhood is adjacent to the neighborhood (Wales Garden) most affected by this potential change. Our neighborhood council (12 members) is unanimously opposed to granting the two steps of exceptions requested for this property. We believe granting these requests would detract from the character of the overwhelmingly residential Wales Garden. Our neighborhood (HRH) faces similar actions along Rosewood Drive and assesses each one as to whether it contributes or improves the neighborhood character or detracts from it.

Our primary concerns are about this bar/restaurant can be encapsulated in two points:

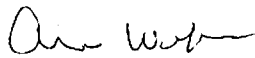
1. this new business would be the first "entertainment business" to cross over on the south side of Blossom St. from the Five Points area – encroaching with a larger footprint than other commercial entities currently present. Since food/drink establishments have higher needs for parking than existing businesses, we are concerned that a large component of the developed space will be paved, potentially increasing impervious surface storm water run-off in an area prone to flooding as well as contributing to a general parking blight in an otherwise residential neighborhood. In addition, non-permit street parking is already in high demand along adjacent Saluda Ave. for residents and visitors and any overflow from the business would logically use street parking on Saluda Avenue. Additionally, if granted, the special exception would allow for commercial parking on a residential property.
3. the particular proposed site has a serious problem with respect to ingress/egress from Blossom when approaching from the west. The raised railroad track provides a serious visual obstacle to cars turning in or pulling out of parking. More importantly, pedestrians leaving this proposed establishment who may cross the street in front of the business would be at great risk of being hit by traffic that may not see them in enough time.

Whereas the Hollywood-Rose Hill Neighborhood Council has always taken an interest in residential, institutional and commercial properties in or near our neighborhood,

and whereas the Council has represented the neighborhood for over 35 years on issues pertinent to our residents,

we have reviewed and discussed the aforementioned zoning and variance requests and are opposed to allowing the exceptions needed based upon the preceding facts and opinions.

Sincerely,



Alisa Wolfram

President, Hollywood–Rose Hill Neighborhood Association

Bailey, Rachel L

From: Harriot Scott <shcs@bellsouth.net>
Sent: Sunday, March 04, 2018 10:19 PM
To: Bailey, Rachel L
Cc: Frank Adams
Subject: [EXTERNAL] zoning for Macardo's

CAUTION: This email originated outside of the organization. Do not click links or open attachments from unknown senders or suspicious emails. Never enter a username or password on a site that you did not knowingly access.

I am Columbia born. Grew up on Harden Street. My grandparents had their businesses on Harden and Santee ave. This is my town that you are asking for a restaurant that has a reputation of shooters to come on my side of Blossom. I live on Edisto ave and last year had 2 young ladies that were found naked and drunk

Now to the location that is in question, I will not walk my dogs on that curve because of the speed of the cars and yet you expect the college kids to go to the corner and cross with the lights..Get Real.... Please take this warning, If you succeed in granting this bar a business license, I will testify at the trial when a student gets hit by a car or G-d forbid killed by your decision. and I think that each person on the zoning board and town council will be held personally responsible for any accident or a student killing..So get your insurance ready

if you want to grant a business license, go speak to Kelly at the eye business there on the corner.

Keep the liquor on the other side of Blossom st.

Harriet C scott



We Are Columbia

MEETING DATE: March 20, 2018

DEPARTMENT: Planning and Development Services

FROM: *Krista Hampton, Director*

SUBJECT: ZONING MAP AMENDMENT - 3319 Millwood Avenue,
TMS# 13804-03-09

PURPOSE: Council District: 3 & 4

Proposal: Request to rezone the parcel from PUD-C to RS-2

Applicant: Raymond A. Perkins, Jr., Richland School District One

Staff Recommendation: Approval

PC Recommendation: 01/08/2018, deferred by applicant to
2/5/2018; 02/05/2018, Denial (9-0)

FINANCIAL IMPACT:

ATTACHMENTS:

- #a: ZMA-Millwood_3319 (PDF)



CITY COUNCIL

March 20, 2018 at 7:00pm

City Council Chambers, 3rd Floor, 1737 Main Street, Columbia, SC 29201

Zoning Map Amendment Case Summary 3319 Millwood Avenue, TMS# 13804-03-09

Council District: 3 & 4

Proposal: Request to rezone the parcel from PUD-C to RS-2

Applicant: Raymond A. Perkins, Jr., Richland School District One

Staff Recommendation: Approval

PC Recommendation: 01/08/2018; deferred by applicant to 2/5/2018
02/05/2018; Denial (9-0)

ZPH, 1st Reading: 03/20/2018; Pending

2nd Reading: 04/03/2018; Pending

CURRENT PARCEL CHARACTERISTICS/CONDITIONS

Acreage: ~20.91 acres

Current Use: Dreher High School

Proposed Use: Dreher High School (addition of athletic facilities)

Land Use Classification: Urban Core Residential – Small Lot (UCR-1)

Proposed Land Use Classification: Urban Core Residential – Small Lot (UCR-1)

Current Zoning: Planned Unit Development – Commercial District (PUD-C)

Proposed Zoning: Single Family Residential District (RS-2)

PLANS, POLICIES, AND LAND USE

The Columbia Plan 2018: Comprehensive Plan Land Use Classification

The subject property is currently designated Urban Core Residential – Small Lot (UCR-1) in The Columbia Plan 2018 Future Land Use Map.

Urban Core Residential Small Lot neighborhoods are common just outside the urban center, most were subdivided before 1950 and many continue the grid or street network from the original planned portion of the City. This development type may represent existing neighborhoods and is also a development form appropriate for medium to large-scale redevelopments or infill sites. Traditional and contemporary architectural styles have a place in these neighborhoods. When infill development is designed, scale and orientation of existing structures on the block should act as design presets.

Primary Types:

- Single-family Detached

Secondary Types:

- Single-family Attached
- Two-family
- Three-family

Tertiary Types

- Multi-family Small
- Small Format Office/Service
- Cemeteries & Mausoleums

Existing Neighborhood, Small Area, Community, and/or Corridor Plans

The subject parcel is covered by *Millwood Avenue Corridor Enhancement Guide* (1993). At the time of this corridor planning effort, the Dreher High School property was zoned RS-2, and the land use proposed for the property was Office/Institutional. The Plan recommends streetscape improvements, including a traffic signal at Butler and Millwood when warranted by pedestrian traffic from Dreher High School. It also recommends expanded tree planting and landscaping in the public rights-of-way. (pg. 34)

PROPOSED ZONING DISTRICT SUMMARY

The subject property is currently zoned Planned Unit Development – Commercial District (PUD-C). The abutting properties are zoned General Residential District (RG-1) to the North, Single-Family Residential District (RS-2) and Planned Unit Development- Commercial (PUD-C) to the East, Neighborhood Commercial District (C-2) and General Commercial District (C-3) to the South, and Office and Institutional District (C-1) and General Commercial District (C-3) to the West.

Planned Unit Development Districts

(a) *Intent.* The intent of planned unit development districts is to derive the benefits of efficiency, economy and flexibility by encouraging unified development of large sites, while also obtaining the advantage of creative site design, improved appearance, compatibility of uses, optimum service by community facilities, and better functioning of vehicular access and circulation. It is the intent of this article to allow development of large sites subject to specific regulations concerning permitted uses, but only subject to regulations concerning lot area, building coverage, yard spaces and building height insofar as the city council shall deem appropriate to fulfill the intent of this article, upon presentation of certification from the owners, developers or other parties at interest in the development of such sites that they will adhere to development policies which will fulfill the intent of this article.

(b) *Types of districts.* Two types of districts accommodating primarily residential or nonresidential uses are created as follows:

(1) *PUD-R Planned Unit Development—Residential.* The PUD-R district is intended to accommodate residential uses, with nonresidential uses integrated into the design of such districts as secondary uses.

(2) *PUD-C Planned Unit Development—Commercial.* The PUD-C district is intended to accommodate primarily nonresidential uses, with residential uses integrated into the design of such districts as secondary uses.

(c) *Design and planning features.* The types of residential dwelling units and the types of nonresidential uses allowed to be established in such districts increase with increasing site size of such districts, based upon the premise that increased site size will allow proper design, including functional interrelations, buffer treatments separating uses with potentially incompatible characteristics of use, design of access patterns, and relationships of uses within such planned unit developments with uses in adjacent districts. It is the intent of this article that such design and planning features be incorporated properly into any PUD district hereafter created, and that the planning commission and city council shall consider the existence and appropriateness of such features before any amendment to the zoning map is adopted to create such district.

Single-Family Residential District (RS-2)

The RS-1, RS-1A, RS-1B, RS-2 and RS-3 districts are intended as single-family residential areas with detached units with low to medium population densities. Use regulations for the single-family districts are identical, but contain varying classes of lot width and lot area, and these dimensional differences are intended to be preserved. Certain structures and uses required to serve governmental, educational, religious, noncommercial recreational and other needs of those areas are permitted outright within such districts or are permissible as special exceptions subject to restrictions and requirements intended to preserve and protect the single-family residential character of the district.

STAFF RECOMMENDATION

Staff recommends City Council approve the rezoning of this property to RS-2.



Future Land Use Map

3319 Millwood Avenue, TMS# 13
Existing FLU: UCR-1

33.a

Department of Planning &
Development Services

Legend

-  CITY LIMITS
-  PARCELS
-  UCMR-1 - Urban Core Mixed Residential-1
-  UCMR-2 - Urban Core Mixed Residential-2
-  UEMR - Urban Edge Mixed Residential
-  UEMF - Urban Edge Multi-Family
-  UCR-1 - Urban Core Residential Small Lot
-  UCR-2 - Urban Core Residential Large Lot
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-  UER-2 - Urban Edge Residential Large Lot
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-  UEAC-1 Urban Edge Community Activity Center
-  UCAC-3 Urban Core Regional Activity Center
-  UEAC-2 - Urban Edge Regional Activity Center
-  AC-1 - Neighborhood Activity Corridor
-  AC-2 - Community Activity Corridor
-  AC-3 - Regional Activity Corridor
-  EC - Employment Campus
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-  TU - Transportation & Utilities
-  SD-1 - Sports/Amusement District
-  SD-2 - Civic/Institutional Districts
-  SD-3 - Central Business District
-  SD-4 - Riverbanks Zoo and Garden
-  SD-5 - Universities/Colleges
-  SD-6 - Fort Jackson



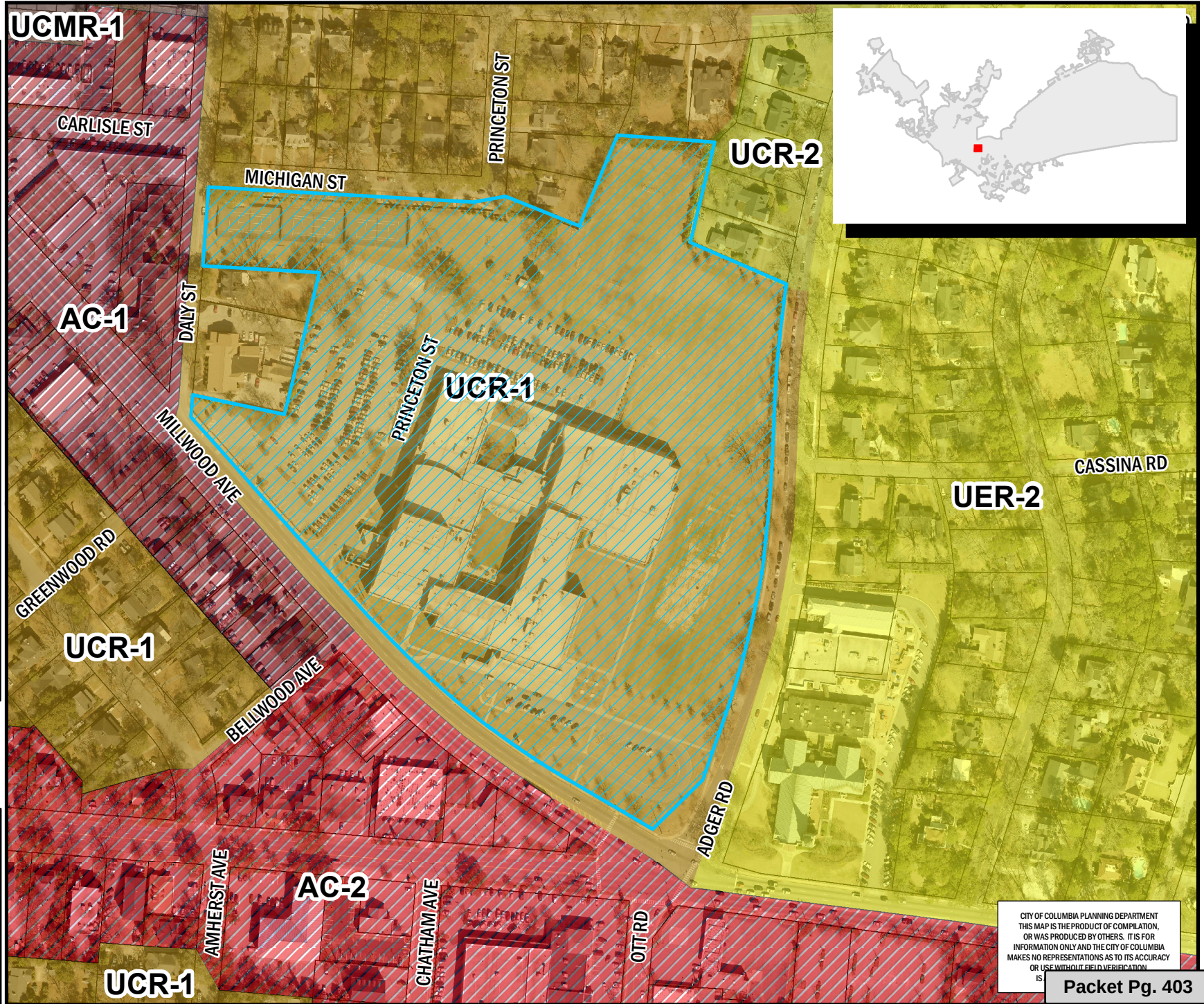
0 50 100 200
Feet

ORIGINAL PREPARATION/DATE:
This map was prepared by:

Shane Shaughnessy
December 5, 2017



We Are Columbia



CITY OF COLUMBIA PLANNING DEPARTMENT
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INFORMATION ONLY AND THE CITY OF COLUMBIA
MAKES NO REPRESENTATIONS AS TO ITS ACCURACY
OR USE WITHOUT FIELD VERIFICATION.

Packet Pg. 403

** DATA SOURCE - CITY OF COLUMBIA, GIS DIVISION

Zoning Map

Department of Planning &
Development Services

3319 Millwood Avenue, TMS# 13804-03 33.a
Existing Zoning: PUD-C, Proposed Zoning: RS-2

Legend

CITY LIMITS
 PARCELS

D-1	C-1
RS-1	C-2
RS-1A	C-3
RS-1B	C-3A
RS-2	C-4
RS-3	C-5
RD	M-1
RD-2	M-2
RG-1	PUD-C
RG-1A	PUD-LS
RG-2	PUD-LS-E
RG-3	PUD-LS-R
UTD	PUD-R
MX-1	OUT OF CITY
MX-2	

0 55 110 220 Feet

ORIGINAL PREPARATION/DATE:
This map was prepared by:
Shane Shaughnessy
November 14, 2017

DISCLAIMER:
The City of Columbia Department of Planning and Development Services data represented on this map or plan is the product of compilation, as produced by others. It is provided for informational purposes only and the City of Columbia makes no representation as to its accuracy. Its use without field verification is at the sole risk of the user.

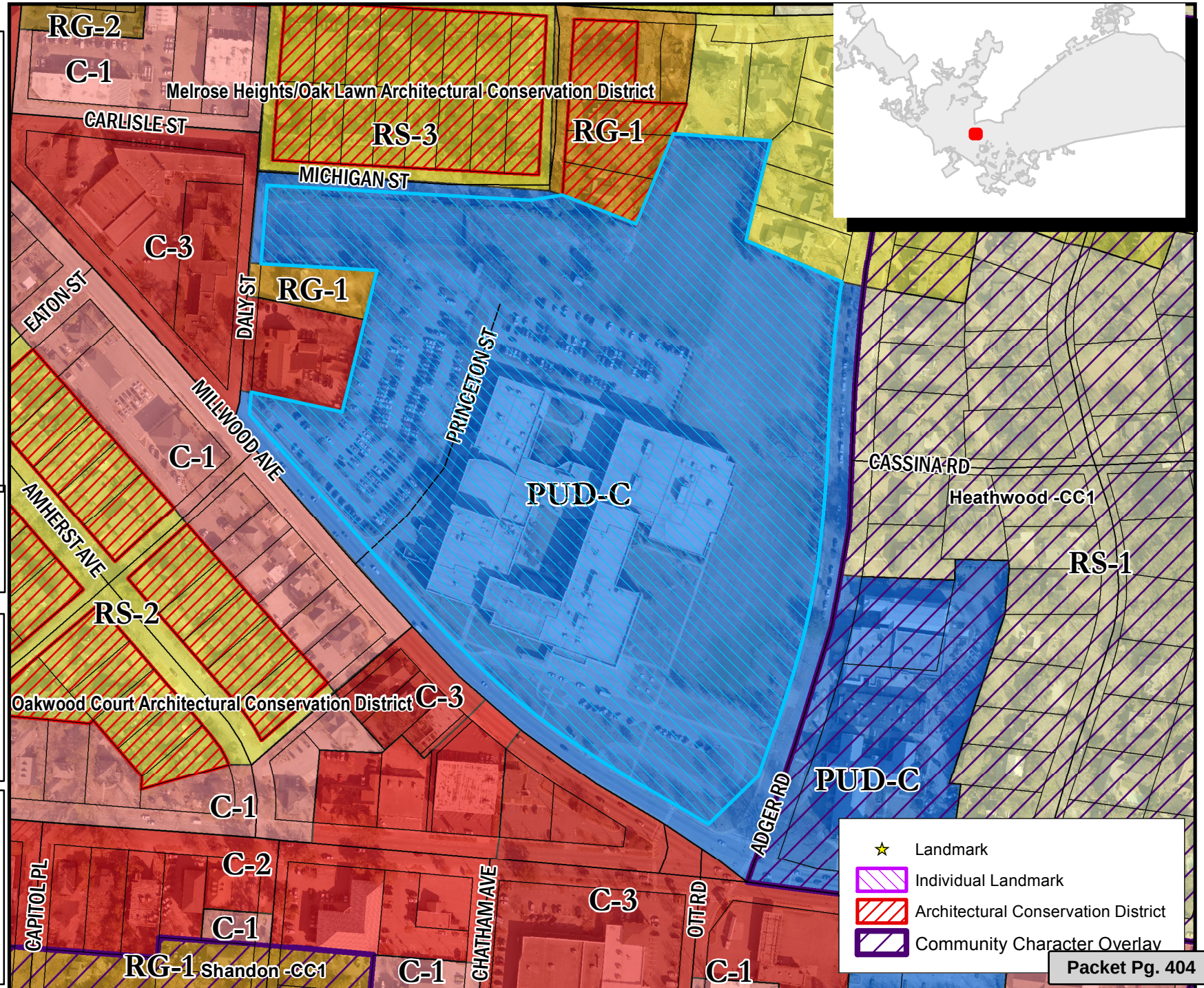


Table of Permitted Uses
RS-1, RS-1A, RS-1B, RS-2, and RS-3
Permitted Principal Uses
Water supply services
Sewerage Systems (Sec. 17-262)
Municipal or other passive recreation facilities (parks, greenways, including administrative facilities)
Detached One-Family Dwelling
Police and Fire Protection
Permitted in District, provided owner and/or tenant complies with the associated conditions set forth in this article
Municipal active recreation facilities (athletic ball fields, swimming pools, playgrounds, including administration facilities)(Sec. 17-289)
Permitted as an Accessory Use or as a Principal Use by Special Exception
Food crops grown within a covered enclosure
General farms, primarily crop
Special Exception by Board of Zoning Appeals
Electric substations
Cemetery subdividers and developers
Parking Lots
Public Golf Course
Membership Sports and Recreation Clubs
Elementary and Secondary Schools (Sec. 17-296)
Libraries and Information Centers
Day Care Facilities (Sec. 17-265)
Residential Care (17-266)
Religious Organizations
Group Development



We Are Columbia

MEETING DATE: March 20, 2018

DEPARTMENT: Planning and Development Services

FROM: *Krista Hampton, Director*

SUBJECT: ANNEXATION, COMPREHENSIVE PLAN MAP
AMENDMENT, AND ZONING MAP AMENDMENT - 2050
Woodcreek Farms Road; TMS# 25716-03-04

PURPOSE: Ordinance NO.: 2018-006 - Annexing and Incorporating 2050
Woodcreek Farms Road, Richland County TMS# 25716-03-04,
into the Plan Columbia Land Use Plan Putting the Pieces
Together adopted by Ordinance No.: 2015-014 on February 17,
2015

Council District: 4

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

Applicant: The Hampton Links, LLC

Staff Recommendation: Approval

PC Recommendation: 01/08/2018; Approval (7-0)

FINANCIAL IMPACT:

ATTACHMENTS:

- **#a:** WoodcreekFarms_2050 (PDF)
- **#b:** 2018-006 annex-incorporate 2050 Woodcreek Farms (PDF)



CITY COUNCIL

March 20, 2018 at 7:00 pm

City Council Chambers, 3rd Floor, 1737 Main Street, Columbia, SC 29201

ANNEXATION, COMPREHENSIVE PLAN MAP AMENDMENT, AND ZONING MAP AMENDMENT CASE SUMMARY 2050 Woodcreek Farms Road; TMS# 25716-03-04

Council District: 4

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

Applicant: The Hampton Links, LLC

Staff Recommendation: Approval

PC Recommendation: 01/08/2018; Approval (7-0)

ZPH, 1st Reading: 03/20/2018; Pending

2nd Reading: 04/03/2018; Pending

CURRENT PARCEL CHARACTERISTICS/CONDITIONS

Acreage: 12.6 acres
Current Use: Vacant
Proposed Use: Residential
Reason for Annexation: Municipal Services
Urban Service Area: Donut Hole
Current Richland County Land Use: Neighborhood-Medium Density
Proposed Land Use Classifications: Urban Edge Multi-Family (UEMF)
Current Richland County Zoning: PDD
Proposed Zoning: Planned Unit Development-Residential District (PUD-R)
Census Tract: 114.07

DETERMINATION FOR CITY SERVICES

The following determination is an estimate of the benefits and costs associated with the annexation of the subject property.

Police

We find that the proposed annexation will result in an increased number of calls for services and will cost the CPD approximately **\$6,800** annually to provide service for the proposed 52 single-family attached residences based upon current calls for service in nearby areas of the City of Columbia.

Fire

The proposed annexation **will not result in additional costs or impact services** being provided by this department. Annexation would lower the ISO rating of this property to a Class 1 from a Class 2.

Solid Waste

The cost associated with solid waste service for this property is **\$187.00** annually per household.

Engineering

Because water lines currently exist in this area, the Utilities and Engineering Division **will not incur any costs** associated with this annexation. This property is serviced by another sewer provider as it is outside of the City of Columbia sewer service area.

Water Customer Care

Annexation will result in an approximately **40% reduction** in water and sewer service rates for the property.

Planning & Development Services

This property is within a “Donut Hole” surrounded by the City of Columbia and we recommend annexation of this property. The proposed development consists of approximately 52 single-family attached residences on the property. The annual City property tax revenue generated for this development, as proposed, will be approximately **\$21,000**.

* Estimated City Tax Revenue is based on 2017 millage for real property and calculated as: (((Tax Value*Tax Rate)*City Millage Rate (.0981))-(Tax Value*Local Option Sales Tax Rebate (.002209))).

PLANS, POLICIES, AND LAND USE

Urban Service Area

Subject parcel is in a “Secondary Area” as identified in the Urban Service Area Map

Principles and Goals of the Urban Service Area

The Urban Service Area identifies those areas the City of Columbia wishes to provide with urban services. Primary emphasis will be given to annexing developed areas adjoining the City limits and “islands” of unincorporated territory surrounded by the City. Primary, secondary, and long-range annexation priorities for specific areas may be identified. Secondary areas may include higher value properties which assist the City in achieving a more balanced economic base.

Donut Holes are unincorporated areas that are completely surrounded by the City of Columbia and/or another municipality. These areas pose a number of challenges to the City that can be addressed through annexation. They can often cause inefficiencies in the delivery of services due to confusion about jurisdiction. Also, if the land is in a jurisdiction with a different approach to code enforcement, these areas can negatively impact the quality of life for adjacent City residents. Such inefficiencies and the costs to taxpayers are germane to City and County property both, which results in a greater impact to City residents since they pay City and County taxes.

The Columbia Plan 2018: Comprehensive Plan Land Use Classification

Staff recommends that the subject property be designated as Urban Edge Multi-family (UEMF) in The Columbia Plan 2018 Future Land Use Map as shown on the attached map.

Urban Edge Multi-family is primarily a single-use development type consisting of multi-family subdivisions in the outer areas of the City. This development type is most common after the 1960s and is also a component in the Urban Edge Mixed Residential Development Type. These developments are characterized by an internal street network of loops and circles with significant surface parking. Often, these developments focus internally and include shared community facilities like pools, clubhouses, and recreation centers.

Primary Types

- Multi-family Small to High-rise

Secondary Types

- Single-family Attached
- Multi-family Small to High-rise Mixed-use

Tertiary Types

- Small Format Business/Employment (excl. Flex)
- Small Format Civic/Institutional
- Parking Structures and Lots

Existing Neighborhood, Small Area, Community, and/or Corridor Plans

The subject property is not located within the study area of a current neighborhood, small area, community, or corridor plan adopted by the City of Columbia or Richland County.

PROPOSED ZONING DISTRICT SUMMARY

The parcel is currently zoned PDD by Richland County. Surrounding parcels within the City of Columbia are currently zoned RG-2 to the West and PUD-R to the South. Surrounding parcels in unincorporated Richland County are zoned PDD to the North and East.

The proposed City of Columbia zoning district is Planned Unit Development-Residential District.

Planned Unit Development-Large Scale (PUD-R)

(a) Intent. The intent of planned unit development districts is to derive the benefits of efficiency, economy and flexibility by encouraging unified development of large sites, while also obtaining the advantage of creative site design, improved appearance, compatibility of uses, optimum service by community facilities, and better functioning of vehicular access and circulation. It is the intent of this article to allow development of large sites subject to specific regulations concerning permitted uses, but only subject to regulations concerning lot area, building coverage, yard spaces and building height insofar as the city council shall deem appropriate to fulfill the intent of this article, upon presentation of certification from the owners, developers or other parties at interest in the development of such sites that they will adhere to development policies which will fulfill the intent of this article.

(b) Types of districts. Two types of districts accommodating primarily residential or nonresidential uses are created as follows:

- (1) PUD-R Planned Unit Development—Residential. The PUD-R district is intended to accommodate residential uses, with nonresidential uses integrated into the design of such districts as secondary uses.
- (2) PUD-C Planned Unit Development—Commercial. The PUD-C district is intended to accommodate primarily nonresidential uses, with residential uses integrated into the design of such districts as secondary uses.

(3) PUD-LS Planned Unit Development-Large Scale. The PUD-LS is intended for applicant with parcels in excess of 25 acres.

(c) Design and planning features. The types of residential dwelling units and the types of nonresidential uses allowed to be established in such districts increase with increasing site size of such districts, based upon the premise that increased site size will allow proper design, including functional interrelations, buffer treatments separating uses with potentially incompatible characteristics of use, design of access patterns, and relationships of uses within such planned unit developments with uses in adjacent districts. It is the intent of this article that such design and planning features be incorporated properly into any PUD district hereafter created, and that the planning commission and city council shall consider the existence and appropriateness of such features before any amendment to the zoning map is adopted to create such district.

STAFF RECOMMENDATION

Staff recommends the assignment of a future land use classification of Urban Edge Multi-Family (UEMF) at the time of annexation.

Staff recommends the assignment of Planned Unit Development-Residential District (PUD-R) at the time of annexation.



Future Land Use Map

2050 Woodcreek Farms Road, TMS# 25716-03-04

Existing Richland County FLU: Neighborhood-Medium Density, Proposed FLU: Urban Edge Multi-Family (UEMF)

34.a

Department of Planning & Development Services

Legend

-  CITY LIMITS
-  PARCELS
-  UCMR-1 - Urban Core Mixed Residential-1
-  UCMR-2 - Urban Core Mixed Residential-2
-  UEMR - Urban Edge Mixed Residential
-  UEMF - Urban Edge Multi-Family
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-  SD-2 - Civic/Institutional Districts
-  SD-3 - Central Business District
-  SD-4 - Riverbanks Zoo and Garden
-  SD-5 - Universities/Colleges
-  SD-6 - Fort Jackson



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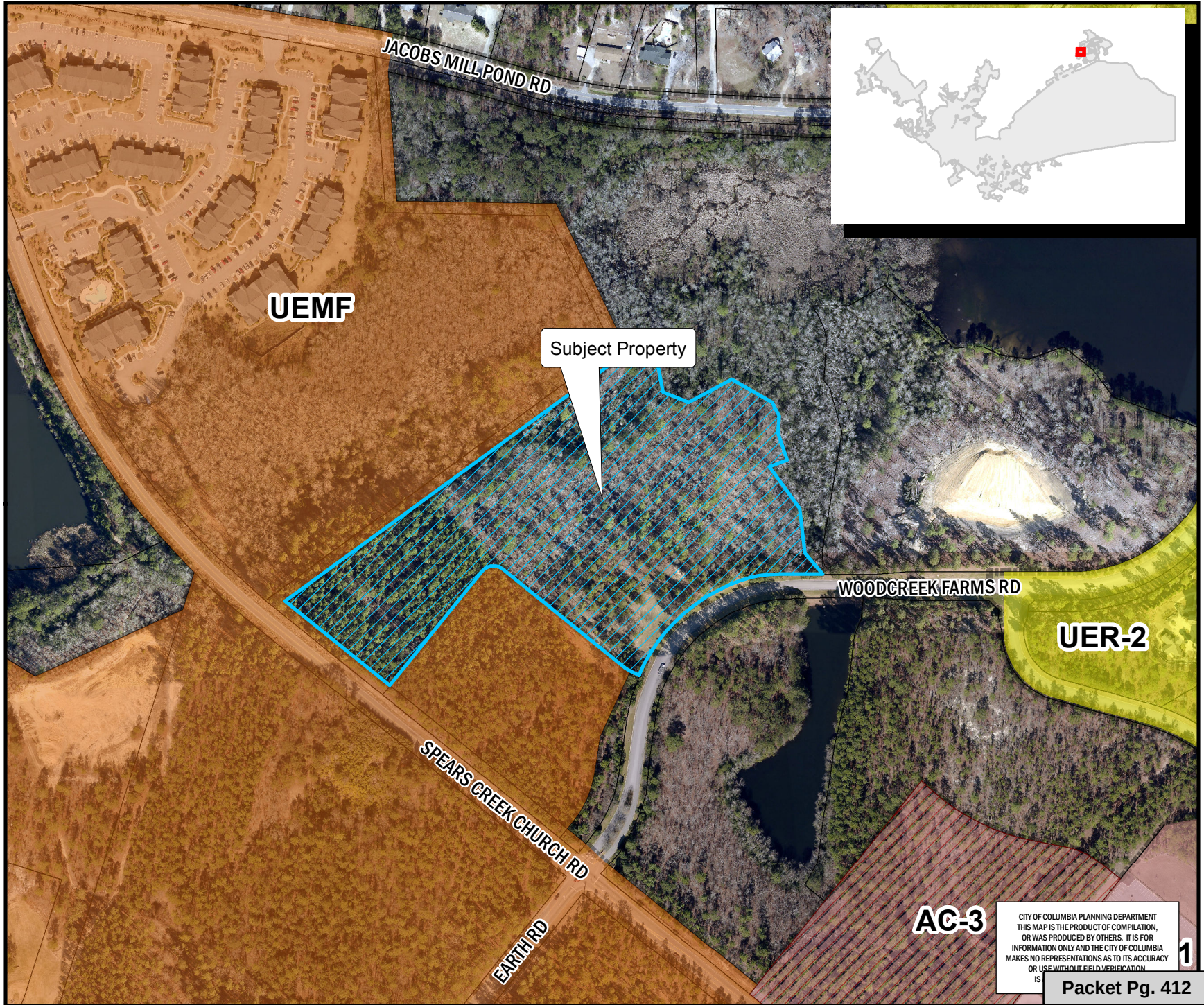
ORIGINAL PREPARATION/DATE:

This map was prepared by:

Shane Shaughnessy
December 8, 2017



We Are Columbia



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Packet Pg. 412

** DATA SOURCE - CITY OF COLUMBIA, GIS DIVISION

Zoning Map

Department of Planning &
Development Services

2050 Woodcreek Farms Road, TMS# 25716-03-04

34.a

Existing Richland County Zoning: PDD, Proposed Zoning: PUD-R

Legend

 CITY LIMITS

 PARCELS

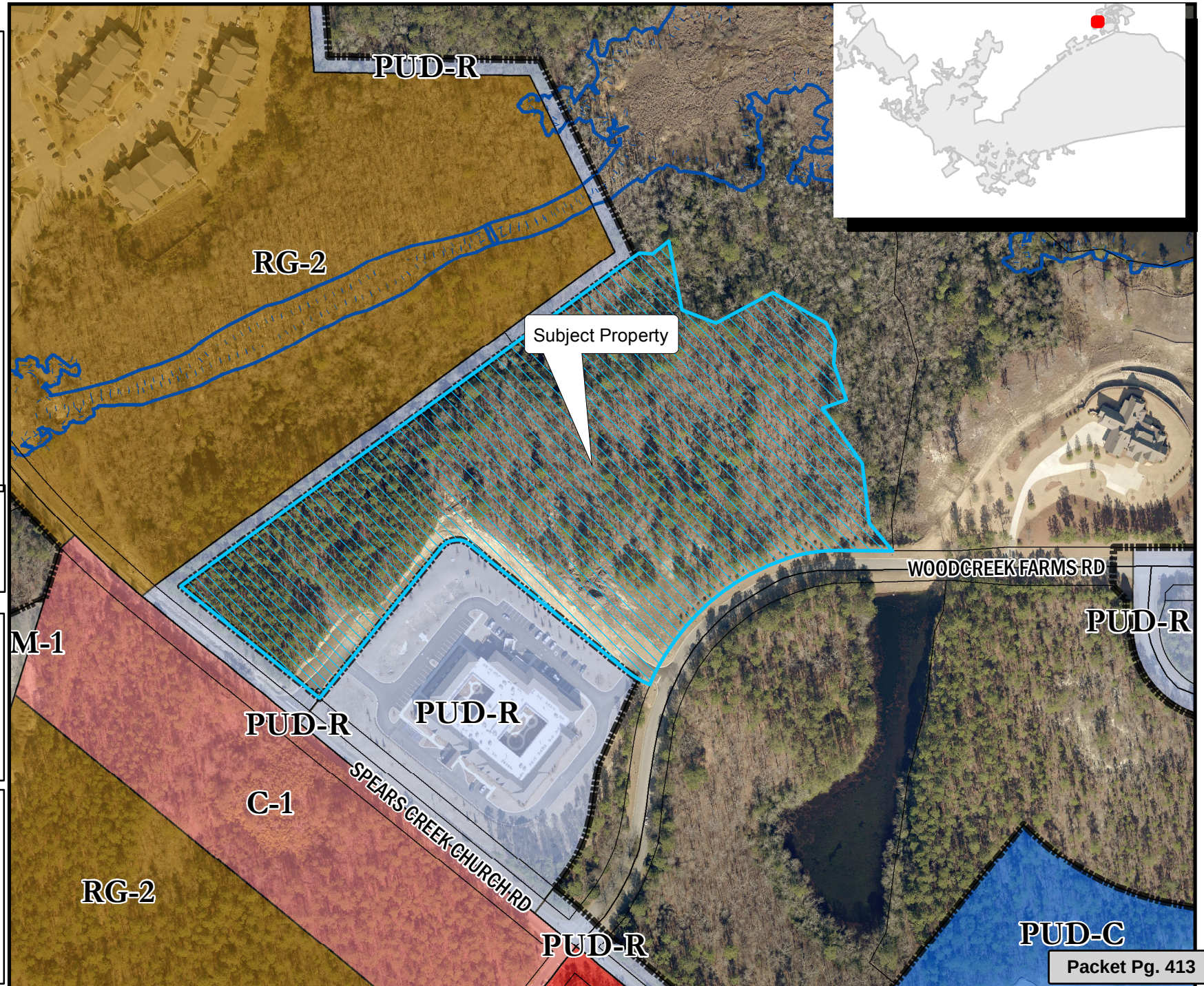
 D-1	 C-1
 RS-1	 C-2
 RS-1A	 C-3
 RS-1B	 C-3A
 RS-2	 C-4
 RS-3	 C-5
 RD	 M-1
 RD-2	 M-2
 RG-1	 PUD-C
 RG-1A	 PUD-LS
 RG-2	 PUD-LS-E
 RG-3	 PUD-LS-R
 UTD	 PUD-R
 MX-1	 OUT OF CITY
 MX-2	



0 50 100 200 Feet

ORIGINAL PREPARATION/DATE:
This map was prepared by:
Shane Shaughnessy
December 8, 2017

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ORDINANCE NO.: 2018-006

*Annexing and Incorporating 2050 Woodcreek Farms Road, Richland County TMS# 25716-03-04,
into the Plan Columbia Land Use Plan Putting the
Pieces Together adopted by Ordinance No.: 2015-014 on February 17, 2015*

WHEREAS, a proper petition has been filed with the City Council by one hundred (100%) percent of the property owners of the within described property under the provisions of South Carolina Ann. Sec. 5-3-150; and,

WHEREAS, it appears to City Council that the annexation of the property would be in the best interest of the property owners and the City of Columbia; and,

WHEREAS, City Council adopted the City of Columbia Comprehensive Plan 2018 by Ordinance No.: 2008-085 on October 1, 2008, and amended from time to time, in accordance with South Carolina Comprehensive Planning Act of 1994 (Title 6, Chapter 29 of the SC Code) and heard public comments on this amendment; NOW, THEREFORE,

BE IT ORDAINED by the Mayor and City Council of the City of Columbia, South Carolina, this ___ day of _____, 2018, that the property described herein is hereby annexed to, incorporated into Plan Columbia Land Use Plan Putting the Pieces Together adopted by Ordinance No.: 2015-014 on February 17, 2015, and becomes a part of the City of Columbia effective immediately. This property shall be zoned Planned Unit Development-Residential District (PUD-R), apportioned to City Council District 4, Census Tract 114.07, contains 12.6 acres, and shall be assigned a land use classification of Urban Edge Multi-Family (UEMF).

PROPERTY DESCRIPTION: See Attached Exhibit "A"

Richland County TMS NO.: 25716-03-04

Also included in the territory hereby annexed are all contiguous portions of all public rights of way, streets and highways.

Requested by:

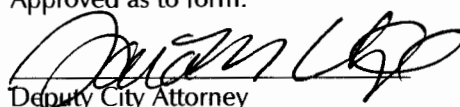
Assistant City Manager Gentry

Mayor

Approved by:

City Manager

Approved as to form:


Deputy City Attorney

Introduced:

Final Reading:

ATTEST:

City Clerk

LEGAL DEPARTMENT DRAFT

EXHIBIT "A"
PROPERTY DESCRIPTION
ORDINANCE NO.: 2018-006

All that certain piece, parcel and tract of land, with improvements thereon, if any, situate, lying and being on Shop Road near the City of Columbia, County of Richland, State of South Carolina, a 12.6 acre portion, more or less, of the property being shown and delineated as T.M.S. 25716-03-04, 13.39 acres, on an ALTA/NSPS Land Title Survey prepared for The Hamptons Links, LLC dated July 27, 2016, by Belter & Associates, Inc. and recorded in the Office of the Register of Deeds for Richland County in Book 2146, Page 522. Reference being craved thereto for a complete description of metes, bounds, courses and distances of said parcel; be all measurements a little more or less. The above referenced plat is incorporated herein by reference.

MEMORANDUM

Office of the City Manager

TO: Department Heads
 FROM: Teresa Wilson, City Manager
 DATE: December 8, 2017
 RE: **Property Address:** 2050 Woodcreek Farms Road
Richland County TMS#: 25716-03-04
Owner(s): The Hampton Links, LLC
Current Use: Vacant
Proposed Use: Residential
Current County Land Use: Neighborhood – Medium Density
Proposed City Land Use: Urban Edge Multi-Family (UEMF)
Current County Zoning: Planned Development District (PDD)
Proposed City Zoning: Planned Unit Development (PUD-R)
Reason for Annexation: Municipal Services/Donut Hole
City Council District: 4
Census Tract: 114.07

The Planning & Development Services advises that the above referenced property has been offered for annexation. Attached, please find a map or drawing reflecting the property. You are directed to forward your comments and/or recommendations regarding the issue of whether to annex or not to Planning & Development Services. Planning & Development Services will compile your comments for City Council consideration.

Planning & Development Services staff will see to it that this matter is placed on the **January 8, 2018** Planning Commission's agenda. Planning & Development Services staff will notify the City Attorney of the Planning Commission's zoning recommendation by forwarding a copy of this form, completed, as soon as the Planning Commission has met.

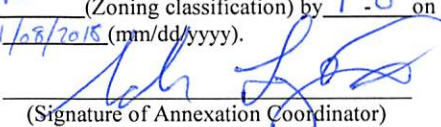
/atl

Attachments

cc: Missy Gentry, Assistant City Manager Clint Shealy, Assistant City Manager Aubrey Jenkins, Fire Chief Joseph Jacob, Director, Utility Operations Robert Anderson, Public Works Director Krista Hampton, Planning & Development Services Gloria Saaed, Community Development Director Greg Williams, Deputy Business License Administrator Angela Adams, Customer Care Administrator Jerry Thompson, Building Official Michelle Brazell, Engineering Denny Daniels, Engineering Carolyn Wilson, Police Planning & Research Alfreda Tindall, Richland Co. 911 Addressing Coordinator	William Holbrook, Police Chief Teresa Knox, City Attorney Dana Higgins, Director, Engineering Jan Alonso, Finance Director Jeff Palen, Assistant City Manager/CFO George Adams, Fire Marshal Brian Cook, Zoning Administrator Kimberly Gathers, Columbia-Richland 911 David Hatcher, Housing Official Richland County Solid Waste Collection John Fellows, Planning Administrator Zach Kay, Dev. Center Administrator
--	--

Planning Commission Land Use Recommendation: UEMF (Land Use classification) by 7-0 on 01/08/2018 (mm/dd/yyyy).

Planning Commission Zoning Recommendation: PUD-R (Zoning classification) by 7-0 on 01/08/2018 (mm/dd/yyyy).


 (Signature of Annexation Coordinator)



Future Land Use Map

2050 Woodcreek Farms Road, TMS# 25716-03-04

Existing Richland County FLU: Neighborhood-Medium Density, Proposed FLU: Urban Edge Multi-Family (UEMF)

34.b

Department of Planning & Development Services

Legend

-  CITY LIMITS
-  PARCELS
-
-  UCMR-1 - Urban Core Mixed Residential-1
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-  UEMR - Urban Edge Mixed Residential
-  UEMF - Urban Edge Multi-Family
-  UCR-1 - Urban Core Residential Small Lot
-  UCR-2 - Urban Core Residential Large Lot
-  UER-1 - Urban Edge Residential Small Lot
-  UER-2 - Urban Edge Residential Large Lot
-  UCAC-1 - Urban Core Neighborhood Activity Center
-  UCAC-2 - Urban Core Community Activity Center
-  UEAC-1 - Urban Edge Community Activity Center
-  UCAC-3 - Urban Core Regional Activity Center
-  UEAC-2 - Urban Edge Regional Activity Center
-  AC-1 - Neighborhood Activity Corridor
-  AC-2 - Community Activity Corridor
-  AC-3 - Regional Activity Corridor
-  EC - Employment Campus
-  IND - Industrial
-  TU - Transportation & Utilities
-  SD-1 - Sports/Amusement District
-  SD-2 - Civic/Institutional Districts
-  SD-3 - Central Business District
-  SD-4 - Riverbanks Zoo and Garden
-  SD-5 - Universities/Colleges
-  SD-6 - Fort Jackson



0 75 150 300
Feet

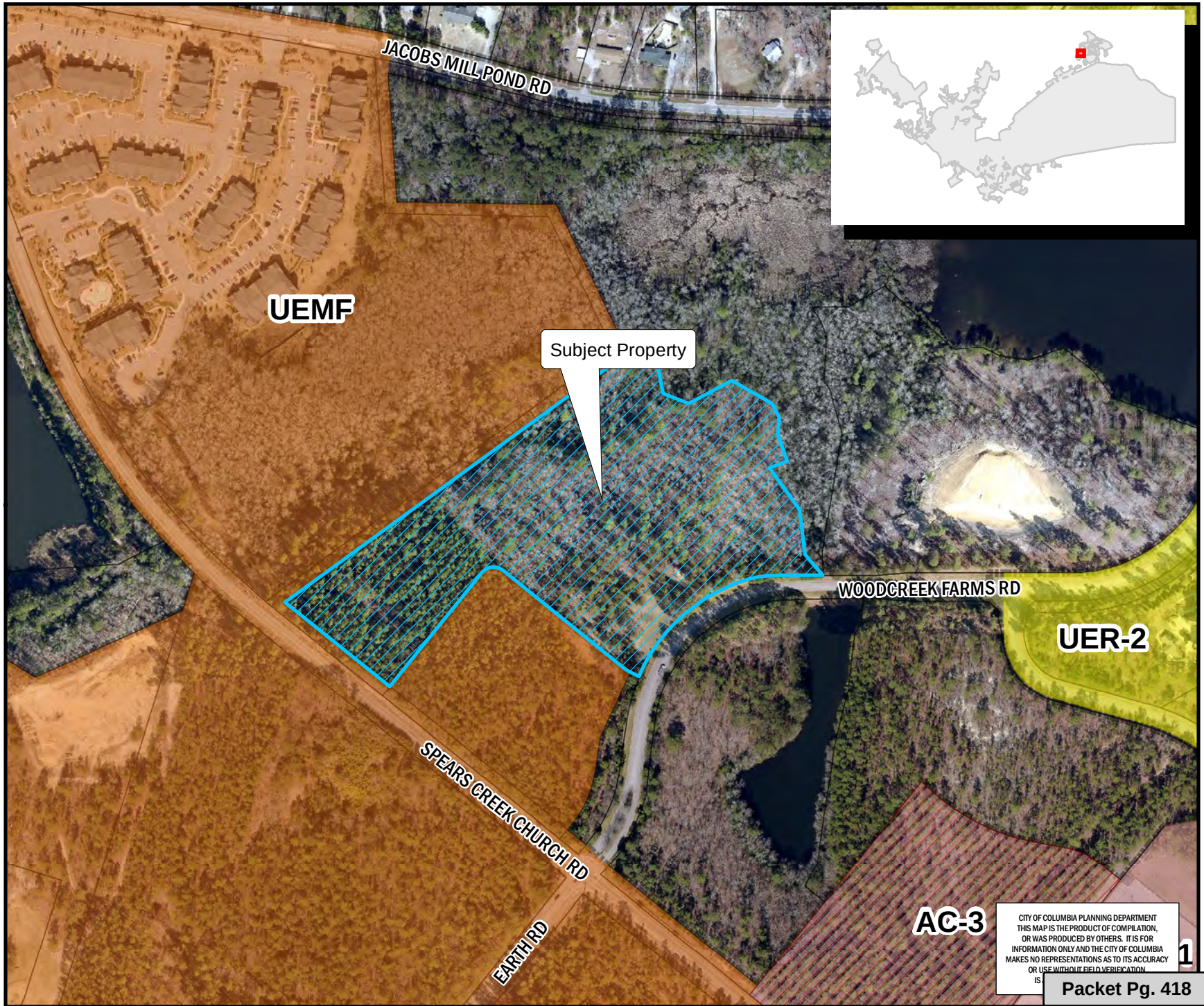
ORIGINAL PREPARATION/DATE:

This map was prepared by:

Shane Shaughnessy
December 8, 2017



We Are Columbia



CITY OF COLUMBIA PLANNING DEPARTMENT
THIS MAP IS THE PRODUCT OF COMPILATION,
OR WAS PRODUCED BY OTHERS. IT IS FOR
INFORMATION ONLY AND THE CITY OF COLUMBIA
MAKES NO REPRESENTATIONS AS TO ITS ACCURACY
OR USE WITHOUT FIELD VERIFICATION
IS

Packet Pg. 418

** DATA SOURCE - CITY OF COLUMBIA, GIS DIVISION

Zoning Map

Department of Planning &
Development Services

2050 Woodcreek Farms Road, TMS# 25716-03-04

34.b

Existing Richland County Zoning: PDD, Proposed Zoning: PUD-R

Legend

 CITY LIMITS

 PARCELS

 D-1	 C-1
 RS-1	 C-2
 RS-1A	 C-3
 RS-1B	 C-3A
 RS-2	 C-4
 RS-3	 C-5
 RD	 M-1
 RD-2	 M-2
 RG-1	 PUD-C
 RG-1A	 PUD-LS
 RG-2	 PUD-LS-E
 RG-3	 PUD-LS-R
 UTD	 PUD-R
 MX-1	 OUT OF CITY
 MX-2	

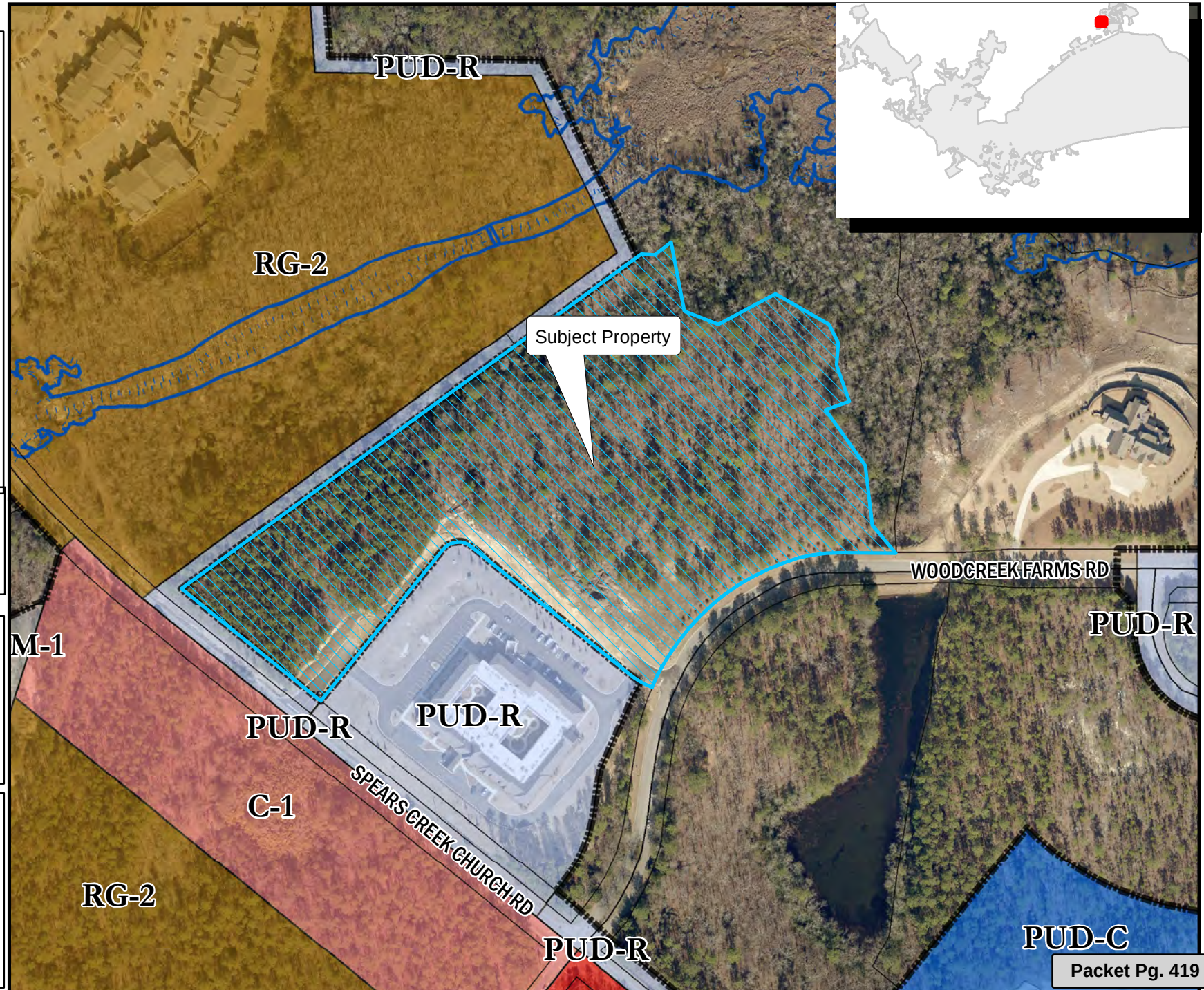


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ORIGINAL PREPARATION/DATE:
This map was prepared by:

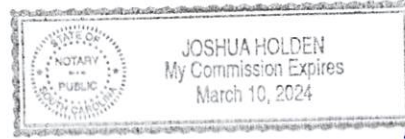
Shane Shaughnessy
December 8, 2017

DISCLAIMER:
The City of Columbia Department of Planning and Development Services data represented on this map or plan is the product of compilation, as produced by others. It is provided for informational purposes only and the City of Columbia makes no representation as to its accuracy. Its use without field verification is at the sole risk of the user.



STATE OF SOUTH CAROLINA)
)
 COUNTY OF RICHLAND)

PETITION FOR ANNEXATION



The undersigned, being the owner(s) of the property described below hereby petition(s) the Mayor and City Council for annexation to the City of Columbia, South Carolina pursuant to S.C. Code Ann. Section 5-3-150, 1976, as amended.

Property Description:

All that certain piece, parcel or tract of land, situate, lying and being near the City of Columbia, in the County of Richland, State of South Carolina, a 12.6 acre portion, more or less, of the property being shown and delineated as T.M.S. 25716-03-04, 13.39 acres, on an ALTA/NSPS Land Title Survey prepared for The Hampton Links, LLC dated July 27, 2016, by Belter & Associates, Inc., and recorded in the Office of the Register of Deeds for Richland County in Book 2146, Page 522. Reference being craved thereto for a complete description of the metes, bounds, courses and distances of said parcel; be all measurements a little more or less. The above-referenced plat is incorporated herein by reference.

Richland County TMS: 25716-03-04

Property Address: 12.6 acres, 2050 Woodcreek Farms Road

The Hampton Links, LLC

BY:

SC

Date:

12/4/17

STEVE P. MONACO

(Print or Type Name)

Its:

PRESIDENT

(Print or Type Title)





We Are Columbia

MEETING DATE: March 20, 2018

DEPARTMENT: Legal Department

FROM: *Shari Ardis, Legal Office Manager*

SUBJECT: Ordinance No.: 2018-008 - Authorizing the City Manager to execute a Seventh Amendment to Lease between the City of Columbia and Old Boy Properties, LLC for property consisting of 100± acres in Richland County, South Carolina being a portion of the property formerly owned by Columbia Venture, LLC and Sunday School, LLC

FINANCIAL IMPACT:

ATTACHMENTS:

- **#a:** 2018-008 Old Boy Properties LLC lease (PDF)

ORDINANCE NO.: 2018-008

Authorizing the City Manager to execute a Seventh Amendment to Lease between the City of Columbia and Old Boy Properties, LLC for property consisting of 100± acres in Richland County, South Carolina being a portion of the property formerly owned by Columbia Venture, LLC and Sunday School, LLC

BE IT RESOLVED by the Mayor and City Council this ____ day of _____, 2018, that the City Manager is authorized to execute the attached Seventh Amendment of Hunting Lease between the City of Columbia and Old Boy Properties, LLC, or on a form approved by the City Attorney.

Requested by:

Assistant City Manager Shealy

Mayor

Approved by:

City Manager

Approved as to form:

ATTEST:


Senior Assistant City Attorney

City Clerk

Introduced:

Final Reading:

SEVENTH AMENDMENT OF HUNTING LEASE

THIS SEVENTH AMENDMENT OF HUNTING LEASE by and between the City of Columbia (hereinafter called "LESSOR") and Old Boy Properties, LLC, a South Carolina limited liability company (hereinafter called "LESSEE").

WITNESSETH:

WHEREAS, LESSOR and LESSEE entered into that certain Hunting Lease dated June 7, 2011, (the "LEASE");

WHEREAS, LESSOR and LESSEE entered into that certain First Amendment of Hunting Lease effective as of February 21, 2012; and, LESSOR and LESSEE entered into that certain Second Amendment of Hunting Lease effective as of May 21, 2013; and LESSOR and LESSEE entered into that certain Third Amendment of Hunting Lease effective as of May 20, 2014; and LESSOR and LESSEE entered into that certain Fourth Amendment of Hunting Lease effective as of May 26, 2015; and LESSOR and LESSEE entered into that certain Fifth Amendment of Hunting Lease effective as of April 4, 2017; and LESSOR and LESSEE entered into that certain Sixth Amendment of Hunting Lease effective as of May 16, 2017; and,

WHEREAS, LESSOR and LESSEE have agreed to modify the terms of the LEASE pursuant to the terms set forth herein;

NOW, THEREFORE, for and in consideration of Ten Dollars (\$10.00) paid by each of the parties hereto to the other, the receipt and sufficiency of which is hereby acknowledged, and in the further consideration of the agreements contained herein, the parties agree that the LEASE is amended as follows:

Section Two, "Term", shall be amended to the following:

The term of this Hunting Lease shall cover a two-year period commencing on April 1, 2018, and expiring on March 31, 2020.

Except as specifically modified herein, the terms of the LEASE are hereby ratified and confirmed by LESSOR and LESSEE and such terms contained therein shall continue with the same force and effect as if set forth herein and are incorporated herein by reference.

IN WITNESS WHEREOF, the undersigned have executed this Seventh Amendment as of the day and year first above written.

Witnesses:

CITY OF COLUMBIA

By: _____

Teresa B. Wilson

Its: City Manager

Date: _____

OLD BOY PROPERTIES, LLC

By: _____

Print Name: _____

Its: _____

Date: _____

APPROVED AS TO FORM
JGL 3/8/18
Legal Department City of Columbia, SC



We Are Columbia

MEETING DATE: March 20, 2018

DEPARTMENT: Legal Department

FROM: *Shari Ardis, Legal Office Manager*

SUBJECT: Ordinance No.: 2018-009 - Granting encroachment to Central Midlands Transit Authority – The COMET for the use of the right of way areas of the 5500 block of Ring Road for the installation and maintenance of a Bus Shelter, sidewalk, cart coral and landscaping adjacent to 5590 Ring Road, Richland County TMS#16710-02-04

FINANCIAL IMPACT:

STRATEGIC GOALS: Foster a healthy quality of life

ATTACHMENTS:

- **#a:** 2018-009 encroach - CMRTA-COMET 5500 blk Ring Road (PDF)

ORDINANCE NO. 2018-009

Granting encroachment to Central Midlands Transit Authority – The COMET for the use of the right of way areas of the 5500 block of Ring Road for the installation and maintenance of a Bus Shelter, sidewalk, cart coral and landscaping adjacent to 5590 Ring Road, Richland County TMS#16710-02-04

WHEREAS, the Central Midlands Transit Authority – The COMET (hereinafter "Grantee") desires to utilize a portion of the right of way areas of the 5500 block of Ring Road adjacent to 5590 Ring Road for the installation and maintenance of a concrete pad approximately five (5') feet in width and thirty (30') feet in length; an enclosed aluminum bus shelter approximately five (5') feet in width, seventeen (17') feet in length and eight (8') feet in height; sidewalks approximately five (5') feet in width and one hundred (100') feet in length; three (3) bicycle racks; a cart corral approximately three (3') feet in width and seven (7') feet in length; approximately five (5') feet in width and sixteen (16') feet in length future shelter location expansion area; and intersection and landscaping improvements, as shown on the attached drawing; and,

WHEREAS, it appears that the encroachment will not interfere with the use of the medians or street for traffic, utility locations or other uses within the foreseeable future; NOW, THEREFORE,

BE IT ORDAINED by the Mayor and City Council of the City of Columbia, South Carolina, this ____ day of _____, 2018, that Grantee is hereby granted the right to use the right of way areas of the 5500 block of Ring Road adjacent to 5590 Ring Road for the installation and maintenance of a concrete pad approximately five (5') feet in width and thirty (30') feet in length; an enclosed aluminum bus shelter approximately five (5') feet in width, seventeen (17') feet in length and eight (8') feet in height; sidewalks approximately five (5') feet in width and one hundred (100') feet in length; three (3) bicycle racks; a cart corral approximately three (3') feet in width and seven (7') feet in length; approximately five (5') feet in width and sixteen (16') feet in length future shelter location expansion area; and intersection and landscaping improvements, as shown on the attached drawing.

ALL WORK SHALL COMPLY with the requirements of The City of Columbia and South Carolina Department of Transportation now in existence or hereafter enacted. The materials and type of finish to be used are to be approved by the City Engineer prior to installation. Any damage to the street or sidewalk caused by construction shall be repaired to the satisfaction of the City Manager. Improvements within the encroachment shall be maintained by the grantee at no cost to the City in a manner approved by the City Manager.

PROVIDED FURTHER that the privilege granted hereby is subject to the Grantee complying with the following conditions, restrictions or limitations:

1. No item, including landscaping, shall be placed, planted or allowed to grow such that it creates a visual impediment to persons safely entering or exiting the driveway or to persons safely walking along the sidewalk. The City reserves the right to remove or cut any item located within the right of way which it deems to be a safety hazard.
2. Grantee is responsible for all upkeep and maintenance of the improvements, and assuring that all accessibility and ADA requirements are met and maintained.
3. Grantee is responsible for all costs and repair of the improvements within the right of way area should the City have to dig in the area or remove any part thereof for maintenance to City water and or sewer lines.
4. Irrigation must be designed to avoid spraying walkways, sidewalk and streets and/or creating hazardous conditions upon walkways, sidewalks and streets.
5. Obstructions of more than be four (4') feet in height are prohibited within the sight visibility triangle.
6. Forestry and Beautification shall be provided access to trees within the right of way for maintenance purposes.
7. All trees shall be protected and no large tree roots shall be removed from any existing trees.

PROVIDED FURTHER that the privilege granted hereby may be modified or terminated by Columbia City Council at any time without notice to the Grantee, his successors and assigns.

PROVIDED FURTHER that a certificate of insurance be issued as evidence of general liability insurance with at least the minimum amount of \$600,000.00 for personal injury and property damage and naming the City as an insured, be provided to and filed annually with the City Clerk by Grantee, his successors and assigns, as required by Chapter 11, Licenses, Permits, Business Regulations, Article III, Contractors, Sec. 11-71, 1998 Code of Ordinances of the City of Columbia, South Carolina.

BE IT FURTHER ORDAINED that Grantee, in consideration of the above privilege, shall at his expense provide for protection and relocation of all utilities that might be within this area to the satisfaction of the City Manager.

Requested by:

Assistant City Manager Gentry

Mayor

Approved by:

City Manager

Approved as to form:

ATTEST:



City Attorney

City Clerk

Introduced:

Final Reading:

**CITY COUNCIL
ENCROACHMENT SUMMARY
2018-009**



**5500 BLOCK OF RING ROAD
ADJACENT TO 5590 RING ROAD
FOR INSTALLATION AND MAINTENANCE OF BUS SHELTER, SIDEWALK AND
ROADWAY IMPROVEMENTS
CENTRAL MIDLANDS TRANSIT AUTHORITY – THE COMET**

Subject Property:	Right-of-way adjacent to 5500 block of Ring Road adjacent to Fatz Café at 5590 Ring Road
Council District:	4
Proposal:	Request approval for the installation and maintenance of a bus shelter, sidewalk and roadway improvements
Applicant:	Central Midlands Transit Authority – The COMET
Staff Recommendation:	Approval

Detail:	The applicant is requesting an encroachment ordinance for the installation and maintenance of a concrete pad approximately (5') five feet in width (30') thirty feet in length, enclosed aluminum bus shelter approximately (5') five feet in width (17') seventeen feet in length (8') eight feet in height, sidewalks (5') five feet in width (100') feet in length, (3) three bicycle racks, cart corral, future shelter location (5') five feet in width (16') sixteen feet in length and intersection improvements, as shown on the attached drawing; Conditions of the proposed encroachment are as follows: 1. No item, including landscaping, shall be placed, planted or allowed to grow such that it creates a visual impediment to persons safely entering or exiting the driveway or to persons safely walking along the sidewalk. The City reserves the right to remove or cut any item located within the right of way which it deems to be a safety hazard. 2. Grantee is responsible for all upkeep and maintenance of the improvements, and assuring that all accessibility and ADA requirements are met and maintained. 3. Grantee is responsible for all costs and repair of the improvements within the right of way area should the City have to dig in the area or remove any part thereof for maintenance to City water and or sewer lines. 4. Irrigation must be designed to avoid spraying walkways, sidewalk and streets and/or creating hazardous conditions upon walkways, sidewalks and streets. 5. Obstructions of more than be four (4') feet in height are prohibited within the sight visibility triangle. 6. Forestry and Beautification shall be provided access to trees within the right of way for maintenance purposes. 7. All trees shall be protected and no large tree roots shall be removed from any existing trees.
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CITY AGENCY COMMENTS FOR ENCROACHMENT

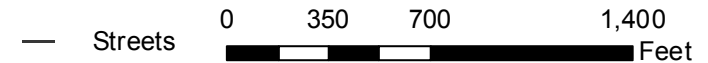
Planning & Development Services	Recommend approval.
Streets	Recommend approval.
Utilities and Engineering	Recommend approval.
Traffic Engineering	Recommend approval.
Forestry	Recommend approval.
Land Development	Recommend approval.
Fire	Recommend approval.



Comet Bus Shelter

City of Columbia

Tax Parcel	Private
Street Ownership	University of South Carolina
City of Columbia	Working
State	Street Centerline
County	Interstates
Federal	Major Streets



This map was prepared using
the City GIS Viewer:

City of Columbia - GIS Division
Wednesday, December 13, 2017

CITY OF COLUMBIA GIS DATA DISCLAIMER:

The City of Columbia GIS data represented on this map or plan is the product of the compilation of data produced by others. It is provided for informational purposes only and the City of Columbia makes no representation as to its accuracy. Its use without field verification is at the sole risk.

**REQUEST FOR A PERMANENT COMMERCIAL ENCROACHMENT ORDINANCE
(INCLUDING OUTDOOR DINING/LANDSCAPING/STUDENT HOUSING)**

For a continuing encroachment on any type of property in which the City has an interest (i.e., rights of way, tree zone, sidewalk, streets), the person or entity is required to have an encroachment ordinance enacted by City Council permitting the encroachment. Encroachment ordinances are required for but not limited to: irrigation systems; landscaping; fencing; walls; pavers; walkways; outdoor dining items (chairs, tables, umbrellas, etc.); awnings; bollards and directional signs (i.e., churches) Business signs are NOT permitted via an encroachment. Encroachments must comply with all existing City codes, rules and regulations, the Americans with Disabilities Act, if applicable, and are subject to review and approval by City staff. Enactment of the encroachment ordinance by a majority vote of City Council, which is a discretionary legislative act, is also required. In order to obtain an encroachment ordinance from the City of Columbia, it will be necessary for the City of Columbia to be named as an additional insured on your insurance policy with limits being increased to \$600,000 as required by Sec. 11-71. It is recommended that you contact your insurance provider to determine if it will name the City of Columbia as an additional insured prior to submitting your request for an encroachment ordinance. If you have any questions concerning these requirements, please contact Chip Timmons with Risk Management, (803) 733-8306 or catimmons@columbiasc.net.

Please complete and submit this form along with photographs and drawings or site plan drawn to scale (including a 8-1/2 x11) to Johnathan Chambers by e-mail at jechambers@columbiasc.net; fax at 803-255-8935; or mail to Johnathan Chambers, Development Services, POB 147 Columbia, SC 29217, for preparation of an encroachment ordinance. Copies to City departments should be directed to the contact person for that department as shown below.

All work shall comply with the requirements of the City of Columbia and South Carolina Department of Transportation now in existence or hereafter enacted. The materials and type of finish to be used are to be approved by the City Engineer prior to installation. Any damage to the street or sidewalk caused by construction shall be repaired to the satisfaction of the City Manager. Improvements within the encroachment shall be maintained by the grantee at no cost to the City in a manner approved by the City Manager. Property owned, operated and maintained by SCDOT shall comply with SCDOT encroachment requirements.

Date: 10/31/2017

Property Owner: City of Columbia

Business Name/Applicant's Name if different than owner: Central Midlands Transit Authority-The COMET

Contact Information: Telephone Number: (803) 255-7133

Fax Number:

Mailing address: 3613 Lucius Rd

E-mail address: zmcghee@davisfloyd.com

Business Name/Development Name for Encroachment: Central Midlands Transit Authority-The COMET

Encroachment type: ☐ Wall ☐ Fence ☐ Columns ☐ Steps ☐ Irrigation System ☐ Landscaping ☐ Driveway ☐ Pavers ☒ Sidewalk/Walkway
 Planters ☐ Awning ☐ Underground Utilities ☐ Other: Bus Shelter

Dimensions (height/width/length): 6"x15'x62' Concrete Pad

(i.e. 6'x42' wooden privacy fence; 6"x5'x77' Sidewalk

two 12'x4'x3' concrete steps) 9'x5'x30' Bus Shelter

Construction material: Shelter-Aluminum Frame with Safety Glass Panels

OUTDOOR DINING: The Fire Marshal's posted capacity allowed within the business at the time of enactment of the outdoor dining encroachment ordinance shall ☐ include the total number of patron seating approved for the outdoor dining encroachment area, if not already included in the posted capacity allowance, so that patrons relocating from inside to the outside or from outside to the inside do not cause the posted capacity to be exceeded.

Hours/days of operation for outdoor dining: N/A

Posted Maximum Capacity Allowance (inside/outside combined): N/A

No. of chairs outdoors: N/A

No. of Tables Outdoors: N/A

Do you serve: ☐ Wine ☐ Beer ☐ Liquor SCDOR ABL No.: N/A

If not, do you intend to apply for an ABL license? N/A

I acknowledge that the adjoining property owners and businesses have been contacted and approve the addition of outdoor dining at this location to include the service of beer, wine and/or liquor if applicable during the business hours noted above, and that any changes made to the business hours, use of the encroachment area or items allowed within the encroachment area will require an amendment to the encroachment ordinance.

Name/Title:

Date:

I acknowledge that any changes made to the business, hours, use of the encroachment area, or items allowed within the encroachment area, to include obtaining a license to sell beer, wine and/or liquor will require an amendment to the encroachment ordinance.

Name/Title:

Date:

The proposed ordinance will be sent to the requesting party and City offices for review and approval. Johnathan Chambers will compile the recommendations and forward them to the City Clerk for scheduling before City Council. This process may take from 30-90 days.

CONTACT

Johnathan Chambers
John Fellows
Brian Cook
Jerry Thompson
Zach Kay
Amy Moore
Lucinda Staller
Jerry Thompson
Scott Holder
Denny Daniels
Robert Anderson
Robert Sweatt
David Brewer
Sara Hollar
John Hooks
Chip Timmons
Kris Scott
Linda Matney
LR: 1/2017

DEPARTMENT

Development Services (Land Development)
Development Services (Planning)
Development Services (Zoning)
Development Services (Building Inspections)
Development Services (Development Center)
Development Services (Historic Preservation)
Development Services (Urban Design)
Development Services (Commercial Plan Review)
Development Services (Landscaping)
Utilities & Engineering (Construction Management)
Public Works (Administration)
Public Works (Street Division)
Public Works (Traffic Engineering)
Public Works (Forestry & Beautification)
Public Works (Solid Waste)
Risk Management
Fire Department
Parking Services

PHONE

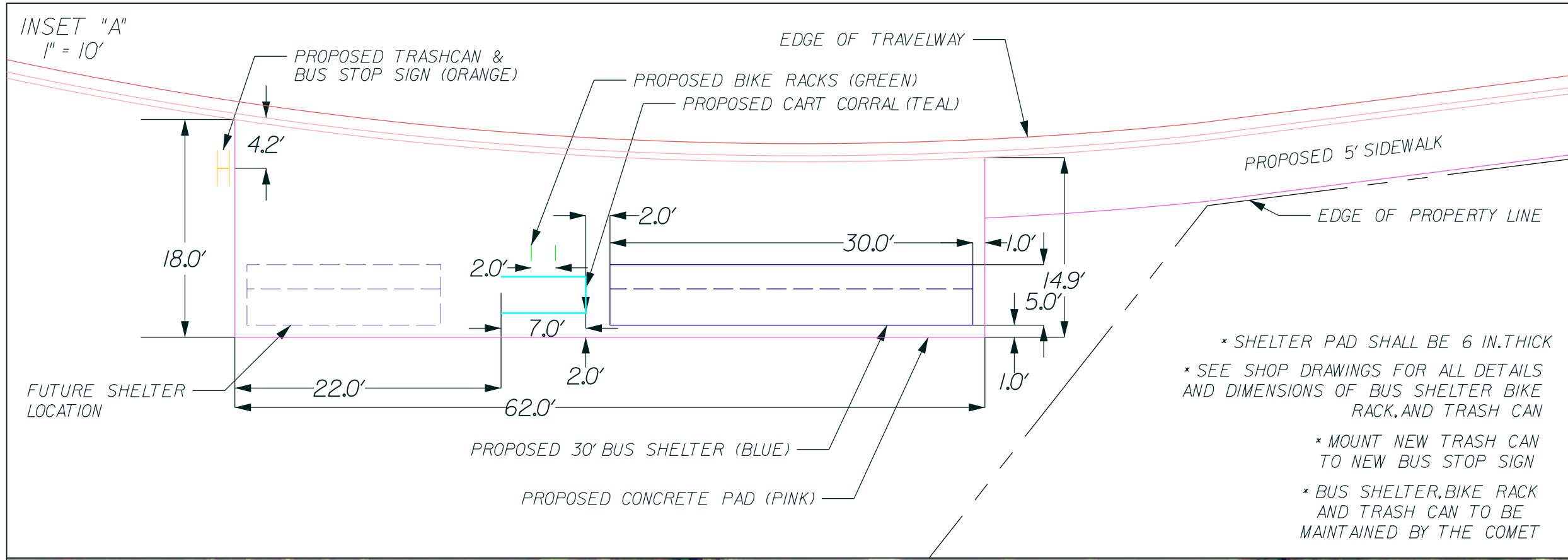
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FAX

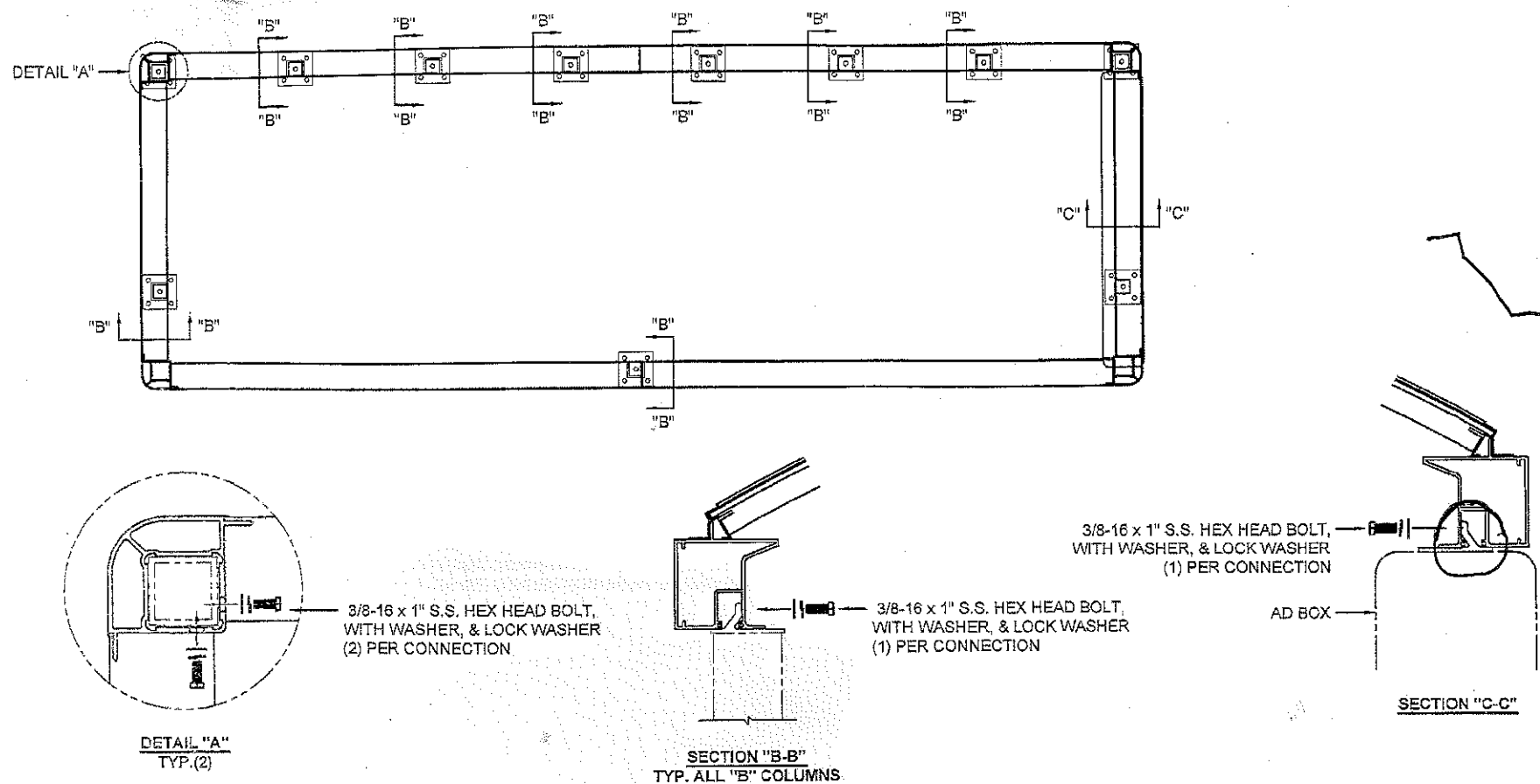
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803-733-8648
803-733-8245
803-401-8839
803-733-8523

E-MAIL

jechambers@columbiasc.net
jsfellows@columbiasc.net
kbcook@columbiasc.net
jlthompson@columbiasc.net
zpkay@columbiasc.net
aemoore@columbiasc.net
lsstaller@columbiasc.net
jlthompson@columbiasc.net
jsholder@columbiasc.net
jddaniels@columbiasc.net
raanderson@columbiasc.net
rgsweatt@columbiasc.net
ddb Brewer@columbiasc.net
sehollar@columbiasc.net
jphooks@columbiasc.net
catimmons@columbiasc.net
cfdkscott@columbiasc.net
lsmatney@columbiasc.net



96' PRESENT R/W
DOCKET 40.306A (CTJH)



- SET ROOF ONTO COLUMNS.
- SECURE COLUMNS THROUGH HEADERS AND CORNERS USING (1) 3/8-16 x 1" S.S. HEX HEAD BOLT, WITH WASHER, & LOCK WASHER PER CLEARANCE HOLE.
- SECURE AD BOX TO HEADER USING (1) 3/8-16 x 1" S.S. HEX HEAD BOLT, WITH WASHER, & LOCK WASHER PER CLEARANCE HOLE.
- LEVEL SHELTER AND AD BOX.
- PLUMB COLUMNS.
- SECURE COLUMNS AND AD BOX TO ANCHOR BOOTS USING (1) #14 x 1" S.S. HEX HEAD TEK SCREW PER CLEARANCE HOLE.

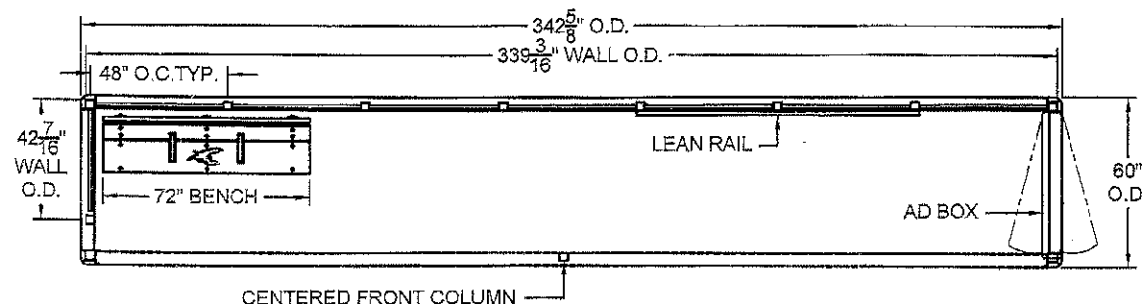
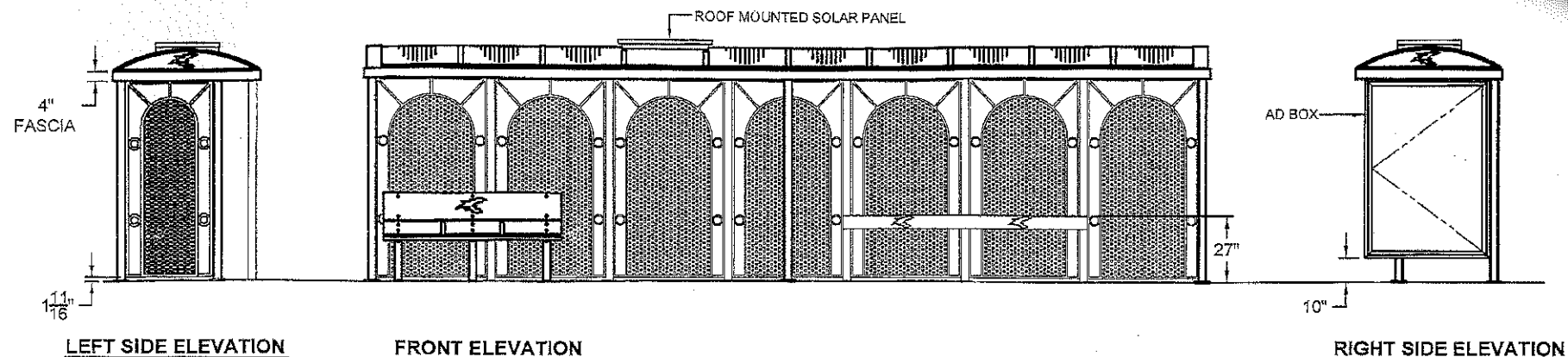
BRASCO INTERNATIONAL, INC.

32400 INDUSTRIAL DRIVE
MADISON HEIGHTS, MICHIGAN 48071
1-800-893-3665 WWW.BRASCO.COM

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SIGNED: _____ DATE: _____

CUSTOMER:	CENTRAL MIDLANDS TRANSIT	ENGINEER:	HAUS
PROJECT:	INSTALLATION INSTRUCTIONS	DATE:	7-21-14
MODEL:	PERFORATED WALL FRAME INSTALL	CHECKER:	BDH
		DATE:	7-22-14
		JOB #	3763
		SHEET	SH



QUANTITY (1) SHELTER THUS

SPECIFICATIONS:

- RAL9017 TRAFFIC BLACK POWDER COATED ALUMINUM STRUCTURE
- VICTORIAN PATTERN PERFORATED METAL WALL PANELS
- BRONZE TWINWALL BARREL VAULT ROOF
- (2) SIDED **NON-LIT** AD BOX (RIGHT SIDE WALL)
- ROOF MOUNTED SOLAR LIGHTING PACKAGE
- FREE STANDING TRASH RECEPTACLE (NOT SHOWN - LOCATE AS NEEDED)
- NO SMOKING SIGN (NOT SHOWN - LOCATE AS NEEDED)
- 6' FOOT GREY HDPE PEDESTAL BENCH WITH BACKREST & ARMRESTS
- GREY HDPE LEAN RAIL

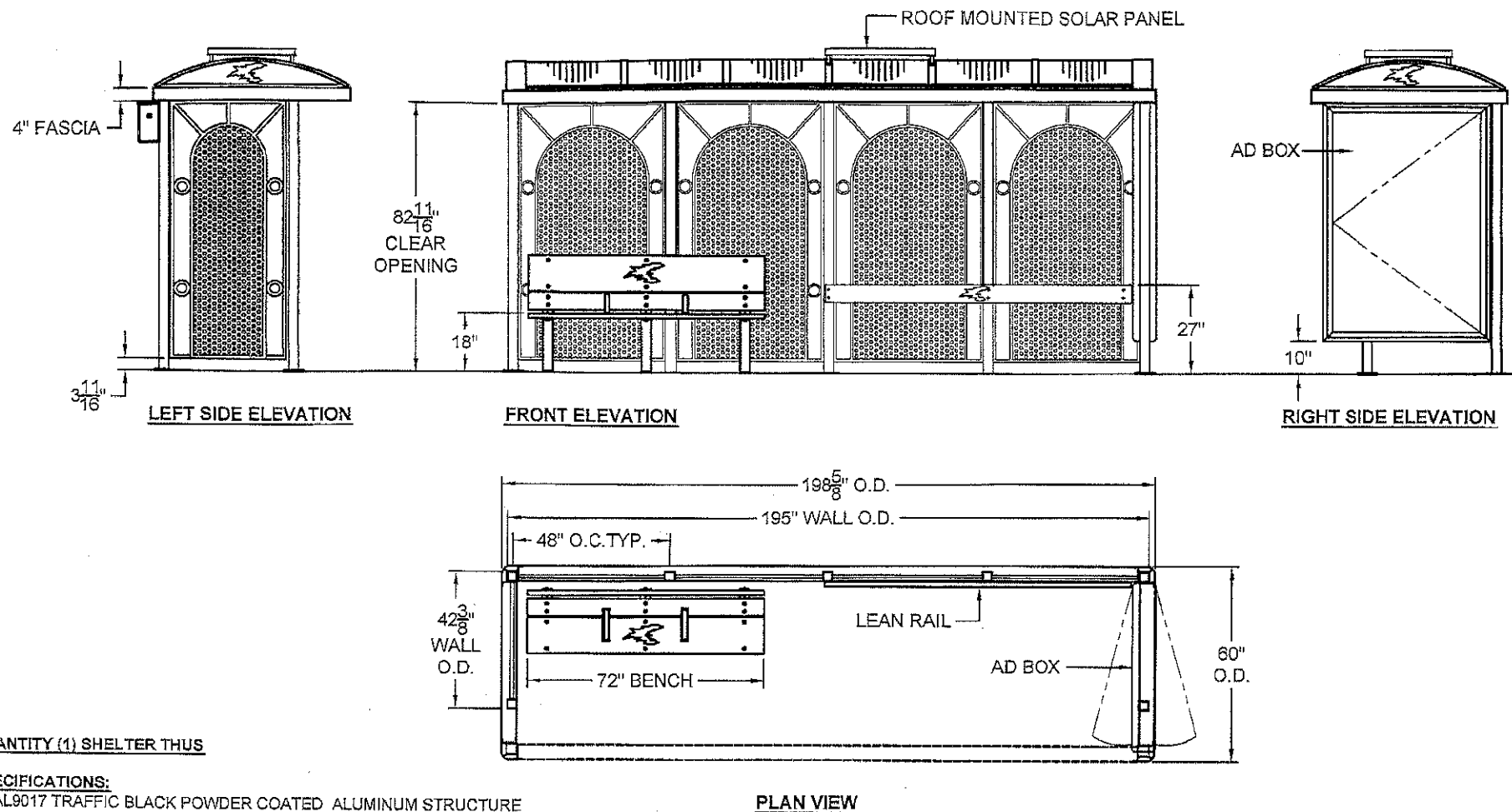
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SIGNED: _____ DATE: _____

CUSTOMER:	CENTRAL MIDLANDS TRANSIT	ENGINEER:	HAUS
PROJECT:	BARREL VAULT STYLE TRANSIT SHELTER	DATE:	5-16-14
MODEL:	TECHLINE SERIES #TL530-OF	CHECKER:	SJT
		DATE:	6-4-14
	JOB # 3763B	SHEET #:	3763B-1



QUANTITY (1) SHELTER THUS

SPECIFICATIONS:

- RAL9017 TRAFFIC BLACK POWDER COATED ALUMINUM STRUCTURE
- VICTORIAN PATTERN PERFORATED METAL WALL PANELS
- BRONZE TWINWALL BARREL VAULT ROOF
- (2) SIDED **NON-LIT** AD BOX (RIGHT SIDE WALL)
- ROOF MOUNTED SOLAR LIGHTING PACKAGE
- FREE STANDING TRASH RECEPTACLE (NOT SHOWN - LOCATE AS NEEDED)
- NO SMOKING SIGN (NOT SHOWN - LOCATE AS NEEDED)
- 4" FOOT GREY HDPE PEDESTAL BENCH WITH BACKREST & ARMRESTS
- 4" FOOT GREY HDPE LEAN RAIL

BRASCO INTERNATIONAL, INC.

INDUSTRIAL DRIVE
S, MICHIGAN 48071
WWW.BRASCO.COM

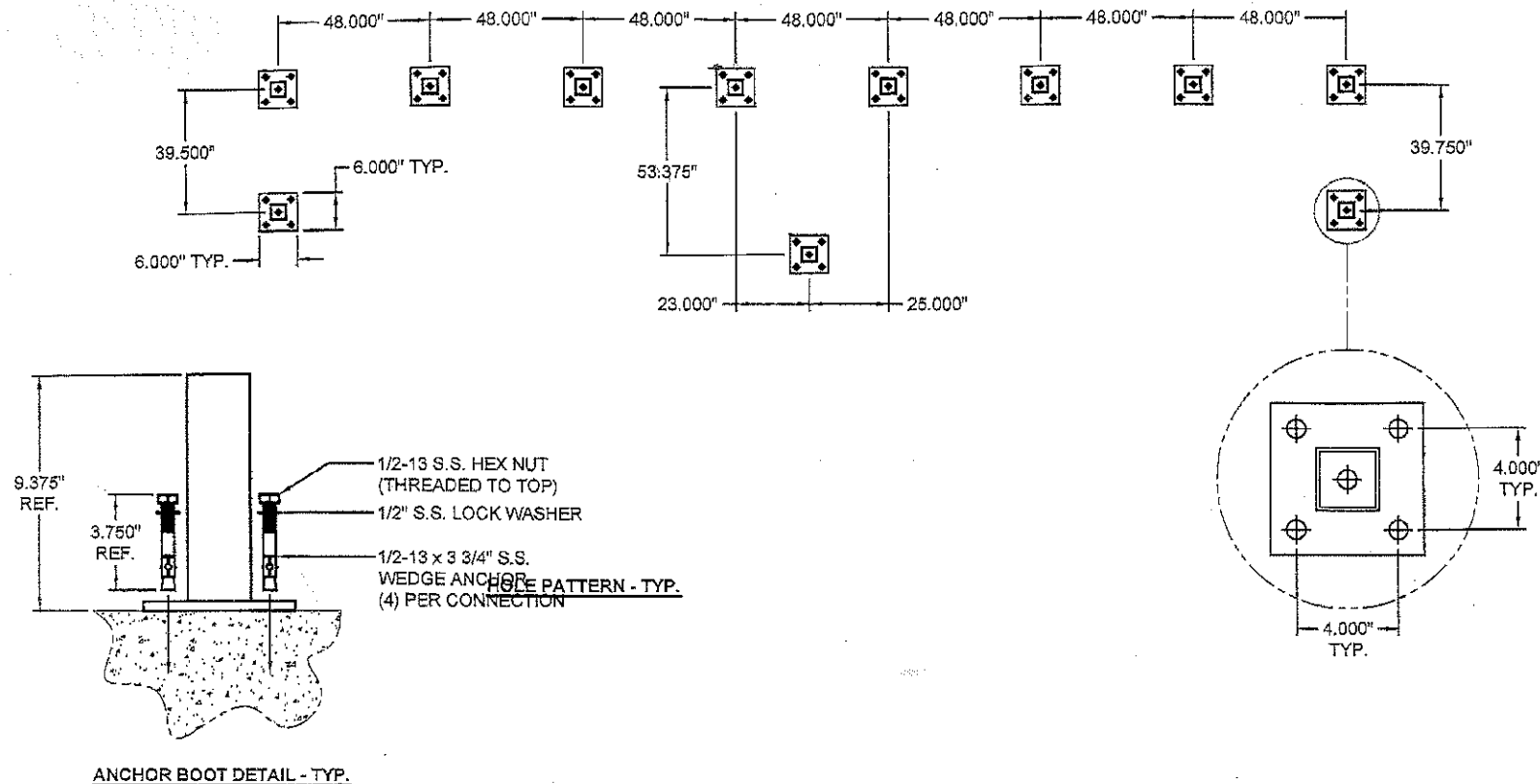
THIS
OUR C
WITHOUT
LEAD TIME

SIGNED:

THIS DRAWING IS FOR THE SOLE USE OF
NOT BE REPRODUCED OR COPIED
WITHOUT PERMISSION FROM BRASCO INTERNATIONAL
RECEIPT OF SIGNED APPROVAL.

DATE:

CUSTOMER:	BRASCO INTERNATIONAL	ENGINEER:	HAUS
PROJECT:	BARREL VAULT STYLE TRANSIT SHELTER	DATE:	5-16-14
MODEL:	TECHLINE SERIES #TL516-OF	CHECKER:	SJT
		DATE:	6-2-14
	JOB # 3763A	SHEET #:	3763A-1



- FOLLOW ANCHOR BOOT LAYOUT TO LOCATE ANCHOR BOOTS.
- MARK ALL HOLE LOCATIONS AND MOVE ANCHOR BOOT OUT OF THE WAY.
- DRILL A $\varnothing 1/2$ " HOLE IN CONCRETE USING A CARBIDE BIT AND A HAMMER DRILL. THE HOLE NEEDS TO BE DRILLED A MIN. DEPTH OF 3 1/2" IN ORDER TO ALLOW SPACE FOR DEBRIS TO FALL DURING THE INSTALLATION PROCESS.
- BEFORE INSERTING THE WEDGE ANCHOR IT IS IMPORTANT TO CLEAN DEBRIS FROM THE HOLE USING A WIRE BRUSH, VACUUM OR COMPRESSED AIR TO ENSURE THAT THE HOLE IS CLEAN OF ANY DEBRIS. THIS STEP IS CRITICAL FOR SUCCESSFUL ANCHOR INSTALLATION.
- PUT THE WASHER AND LOCK WASHER ON THE WEDGE ANCHOR AND THREAD THE NUT ON. IT IS IMPORTANT TO MAKE SURE THAT THE NUT IS THREADED SO THAT THE TOP OF IT IS LEVEL WITH THE TOP OF THE WEDGE ANCHOR IN ORDER TO HELP PROTECT THE THREADS FROM ANY DAMAGE WHILE HAMMERING THE ANCHOR INTO THE HOLE.
- REPLACE ANCHOR BOOT AND ALIGN WITH HOLES.
- INSERT THE WEDGE ANCHOR WITH THE CLIP END FIRST THROUGH THE BOOT AND INTO HOLE IN THE CONCRETE. USING A HAMMER, HIT THE WEDGE ANCHOR AND NUT WITH SHARP BLOWS UNTIL THE WASHER AND NUT ARE SNUG AGAINST THE ANCHOR BOOT PLATE.
- DO NOT FULLY TIGHTEN THE NUTS UNTIL THE WALLS ARE ASSEMBLED AND THE ROOF IS IN PLACE.

BRASCO INTERNATIONAL, INC.

32400 INDUSTRIAL DRIVE
MADISON HEIGHTS, MICHIGAN 48071
1-800-893-3665 WWW.BRASCO.COM

THIS DRAWING IS PROPRIETARY AND IS FOR THE SOLE USE OF OUR CUSTOMERS AND MAY NOT BE REPRODUCED OR COPIED WITHOUT WRITTEN PERMISSION FROM BRASCO INTERNATIONAL. LEAD TIME BEGINS UPON RECEIPT OF SIGNED APPROVAL.

SIGNED: _____ DATE: _____

CUSTOMER: CENTRAL MIDLANDS TRANSIT

PROJECT: INSTALLATION INSTRUCTIONS

MODEL: ANCHOR BOOT LAYOUT

JOB # 3763

ENGINEER: HAUS
DATE: 7-21-14
CHECKER: BDH
DATE: 7-22-14
SHEET #: INSTALL-1



We Are Columbia

MEETING DATE: March 20, 2018

DEPARTMENT: Legal Department

FROM: *Shari Ardis, Legal Office Manager*

SUBJECT: Ordinance No.: 2018-011 - Granting an encroachment to Historic Columbia Foundation for the use of the right of way area of the 1700 block of Henderson Street for the installation and maintenance of a wooden utility pole and conduit adjacent to 1615 Blanding Street Richland County TMS11403-07-01

FINANCIAL IMPACT:

ATTACHMENTS:

- **#a:** 2018-011 encroach Hampton Preston Mansion 1700 blk Henderson (PDF)

ORDINANCE NO.: 2018-011

Granting an encroachment to Historic Columbia Foundation for the use of the right of way area of the 1700 block of Henderson Street for the installation and maintenance of a wooden utility pole and conduit adjacent to 1615 Blanding Street Richland County TMS# 11403-07-01

WHEREAS, the Historic Columbia Foundation (hereinafter "Grantee") desires to utilize a portion of the right of way area of the 1700 block of Henderson Street adjacent to 1615 Blanding Street for the installation and maintenance of a wooden utility pole measuring approximately thirty-five feet (35') in height; two (2") inch schedule forty (PVC) chlorinated polyvinyl chloride conduit underground approximately twenty-five (25') feet in length; and overhead wiring approximately sixty-five (65') feet in length; and,

WHEREAS, it appears that the encroachment will not interfere with the use of the medians or street for traffic, utility locations or other uses within the foreseeable future; NOW, THEREFORE,

BE IT ORDAINED by the Mayor and City Council of the City of Columbia, South Carolina, this ____ day of _____, 2018, that the grantee is hereby granted the right to use the right of way area of the 1700 block of Henderson Street adjacent to 1615 Blanding Street for the installation and maintenance of a wooden utility pole measuring approximately thirty-five feet (35') in height; two (2") inch schedule forty (PVC) chlorinated polyvinyl chloride conduit underground approximately twenty-five (25') feet in length; and overhead wiring approximately sixty-five (65') feet in length adjacent to 1615 Blanding Street Richland County TMS# 11403-07-01, as shown on the attached drawings.

ALL WORK SHALL COMPLY with the requirements of The City of Columbia and South Carolina Department of Transportation now in existence or hereafter enacted. The materials and type of finish to be used are to be approved by the City Engineer prior to installation. Any damage to the street or sidewalk caused by construction shall be repaired to the satisfaction of the City Manager. Improvements within the encroachment shall be maintained by the grantee at no cost to the City in a manner approved by the City Manager.

PROVIDED FURTHER that the privilege granted hereby is subject to the Grantee complying with the following conditions, restrictions or limitations:

1. No item, including landscaping, shall be placed, planted or allowed to grow such that it creates a visual impediment to persons safely entering or exiting the driveway or to persons safely walking along the sidewalk. The City reserves the right to remove or cut any item located within the right of way which it deems to be a safety hazard.
2. Grantee is responsible for all maintenance of items approved by this ordinance for placement within the right of way area and assuring that all accessibility and ADA requirements are met and maintained.
3. All trees shall be protected and no large tree roots shall be removed from any existing trees.
4. Must be installed at a minimum depth of thirty-six (36") inches.

PROVIDED FURTHER that the privilege granted hereby may be modified or terminated by Columbia City Council at any time without notice to the Grantee, his successors and assigns.

PROVIDED FURTHER that a certificate of insurance be issued as evidence of general liability insurance with at least the minimum amount of \$600,000.00 for personal injury and property damage and naming the City as an insured, be provided to and filed annually with the City Clerk by Grantee, his successors and assigns, as required by Chapter 11, Licenses, Permits, Business Regulations, Article III, Contractors, Sec. 11-71, 1998 Code of Ordinances of the City of Columbia, South Carolina.

BE IT FURTHER ORDAINED that Grantee, in consideration of the above privilege, shall at his expense provide for protection and relocation of all utilities that might be within this area to the satisfaction of the City Manager.

Requested by:

Assistant City Manager Gentry

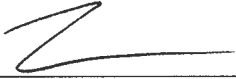
Mayor

Approved by:

City Manager

Approved as to form:

ATTEST:



City Attorney

City Clerk

Introduced:

Final Reading:

LEGAL DEPARTMENT DRAFT

**CITY COUNCIL
ENCROACHMENT SUMMARY
2018-0011**



**1600 BLOCK OF HENDERSON STREET
HISTORIC COLUMBIA FOUNDATION
UTILITY POLE AND CONDUIT**

Subject Property:	Right-of-Way within the 1600 Block of Henderson Street, TMS#11403-07-01
Council District:	2
Proposal:	The applicant is requesting an encroachment for installation and maintenance of wooden utility pole and conduit
Applicant:	Historic Columbia Foundation
Staff Recommendation:	Approval

Detail:	The applicant is requesting an encroachment for the installation and maintenance of a utility pole measuring approximately thirty-five (35') feet in height; two (2") inch schedule forty (PVC) chlorinated polyvinyl chloride conduit underground approximately twenty-five (25') feet in length; overhead wiring approximately sixty-five (65') feet in length, as shown on the attached drawing, as shown on the attached drawing. Conditions of the proposed encroachment are as follows: 1. No item, including landscaping, shall be placed, planted or allowed to grow such that it creates a visual impediment to persons safely entering or exiting driveways or parking spaces, or to persons safely walking along the sidewalk. The City reserves the right to remove or cut any item located within the right of way which it deems to be a safety hazard. 2. Grantee is responsible for all maintenance of items approved by this ordinance for placement within the right of way area and assuring that all accessibility and ADA requirements are met and maintained. 3. All trees shall be protected and no large tree roots shall be removed from any existing trees. 4. Must be installed at a minimum of depth of 36 inches.
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CITY AGENCY COMMENTS FOR ENCROACHMENT	
Planning & Development Services	Recommend approval.
Streets	Recommend approval. Must be installed with a minimum depth of 36 inches.
Utilities and Engineering	Recommend approval.
Traffic Engineering	Recommend approval.
Forestry	Recommend approval.
Land Development	Recommend approval.
Fire	Recommend approval.

City of Columbia

Hampton Preston Mansion - Encroachment

37.a



Wednesday, March 7, 2018



CITY OF COLUMBIA GIS DATA DISCLAIMER

The City of Columbia GIS data represented on this map or plan is the product of compilation, as produced by others. It is provided for informational purposes only and the City of Columbia makes no representation as to its accuracy. Its use without field verification is at the sole risk of the user.



Packet Pg. 441

REQUEST FOR A PERMANENT COMMERCIAL ENCROACHMENT ORDINANCE (INCLUDING OUTDOOR DINING/LANDSCAPING/STUDENT HOUSING)

For a continuing encroachment on any type of property in which the City has an interest (i.e., rights of way, tree zone, sidewalk, streets), the person or entity is required to have an encroachment ordinance enacted by City Council permitting the encroachment. Encroachment ordinances are required for but not limited to: irrigation systems; landscaping; fencing; walls; pavers; walkways; outdoor dining items (chairs, tables, umbrellas, etc.); awnings; bollards and directional signs (i.e., churches) Business signs are NOT permitted via an encroachment. Encroachments must comply with all existing City codes, rules and regulations, the Americans with Disabilities Act, if applicable, and are subject to review and approval by City staff. Enactment of the encroachment ordinance by a majority vote of City Council, which is a discretionary legislative act, is also required. In order to obtain an encroachment ordinance from the City of Columbia, it will be necessary for the City of Columbia to be named as an additional insured on your insurance policy with limits being increased to \$600,000 as required by Sec. 11-71. It is recommended that you contact your insurance provider to determine if it will name the City of Columbia as an additional insured prior to submitting your request for an encroachment ordinance. If you have any questions concerning these requirements, please contact Chip Timmons with Risk Management, (803) 733-8306 or catimmons@columbiasc.net.

Please complete and submit this form along with photographs and drawings or site plan drawn to scale (including a 8-1/2 x11) to Johnathan Chambers by e-mail at jechambers@columbiasc.net; fax at 803-255-8935; or mail to Johnathan Chambers, Development Services, POB 147 Columbia, SC 29217, for preparation of an encroachment ordinance. Copies to City departments should be directed to the contact person for that department as shown below.

All work shall comply with the requirements of the City of Columbia and South Carolina Department of Transportation now in existence or hereafter enacted. The materials and type of finish to be used are to be approved by the City Engineer prior to installation. Any damage to the street or sidewalk caused by construction shall be repaired to the satisfaction of the City Manager. Improvements within the encroachment shall be maintained by the grantee at no cost to the City in a manner approved by the City Manager. Property owned, operated and maintained by SCDOT shall comply with SCDOT encroachment requirements.

Date: _____ Property Owner: Richland County
Business Name/Applicant's Name if different than owner: Historic Columbia, Evan Clements
Contact Information: Telephone Number: 478 231 8783 Fax Number: _____
Mailing address: 1601 Richland St E-mail address: eclements@historiccolumbia.org
Business Name/Development Name for Encroachment: _____

Encroachment type: ☐ Wall ☐ Fence ☐ Columns ☐ Steps ☐ Irrigation System ☐ Landscaping ☐ Driveway ☐ Pavers ☐ Sidewalk/Walkway
☐ Planters ☐ Awning ☒ Underground Utilities Other: Pole in right away on Henderson Street on Hampton - Preston Mansion Block.
Dimensions (height/width/length):
(i.e. 6'x42' wooden privacy fence;
two 12'x4'x3' concrete steps)

Construction material: 35' wood pole / underground with elect conduits / wire

☐ **OUTDOOR DINING:** The Fire Marshal's posted capacity allowed within the business at the time of enactment of the outdoor dining encroachment ordinance shall include the total number of patron seating approved for the outdoor dining encroachment area, if not already included in the posted capacity allowance, so that patrons relocating from inside to the outside or from outside to the inside do not cause the posted capacity to be exceeded.

Hours/days of operation for outdoor dining: _____

Posted Maximum Capacity Allowance (inside/outside combined): _____ No. of chairs outdoors: _____ No. of Tables Outdoors: _____

Do you serve: ☐ Wine ☐ Beer ☐ Liquor SCDOR ABL No.: _____ If not, do you intend to apply for an ABL license? _____

I acknowledge that the adjoining property owners and businesses have been contacted and approve the addition of outdoor dining at this location to include the service of beer, wine and/or liquor if applicable during the business hours noted above, and that any changes made to the business hours, use of the encroachment area or items allowed within the encroachment area will require an amendment to the encroachment ordinance.

Name/Title: Evan Clements / Director of Growth
Date: 1/24/2018

I acknowledge that any changes made to the business, hours, use of the encroachment area, or items allowed within the encroachment area, to include obtaining a license to sell beer, wine and/or liquor will require an amendment to the encroachment ordinance.

Name/Title: _____
Date: _____

The proposed ordinance will be sent to the requesting party and City offices for review and approval. Johnathan Chambers will compile the recommendations and forward them to the City Clerk for scheduling before City Council. This process may take from 30-90 days.

CONTACT

Johnathan Chambers
John Fellows
Brian Cook
Jerry Thompson
Zach Kay
Amy Moore
Lucinda Statler
Jerry Thompson
Scott Holder
Denny Daniels
Robert Anderson
Robert Sweatt
David Brewer
Sara Hollar
John Hooks
Chip Timmons
Kris Scott
Linda Matney
LR: 1/2017

DEPARTMENT

Development Services (Land Development)
Development Services (Planning)
Development Services (Zoning)
Development Services (Building Inspections)
Development Services (Development Center)
Development Services (Historic Preservation)
Development Services (Urban Design)
Development Services (Commercial Plan Review)
Development Services (Landscaping)
Utilities & Engineering (Construction Management)
Public Works (Administration)
Public Works (Street Division)
Public Works (Traffic Engineering)
Public Works (Forestry & Beautification)
Public Works (Solid Waste)
Risk Management
Fire Department
Parking Services

PHONE

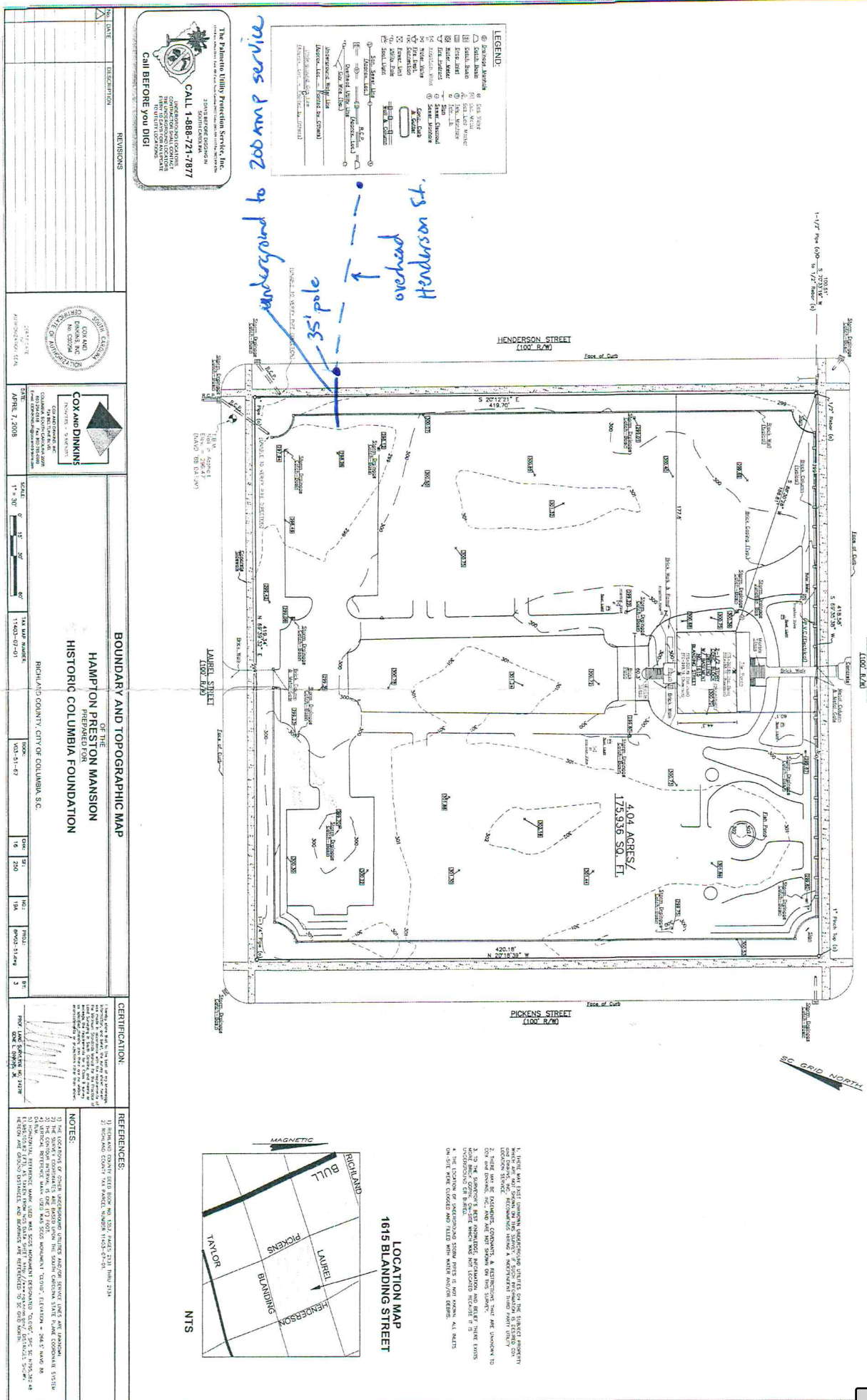
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803-401-8839
803-733-8523

E-MAIL

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jsfellows@columbiasc.net
kbcCook@columbiasc.net
jlthompson@columbiasc.net
zpkay@columbiasc.net
aemoore@columbiasc.net
lsstatler@columbiasc.net
jlthompson@columbiasc.net
jsholder@columbiasc.net
jddaniels@columbiasc.net
raanderson@columbiasc.net
rgsweatt@columbiasc.net
ddb Brewer@columbiasc.net
sehollar@columbiasc.net
jphooks@columbiasc.net
catimmons@columbiasc.net
cfkdscott@columbiasc.net
lsmatney@columbiasc.net





**HISTORIC
COLUMBIA**

Est. 1961 S. Carolina

OFFICE

1601 Richland Street
Columbia, SC 29201

PHONE

(803) 252-7742

FAX

(803) 929-7695

WEB

historiccolumbia.org

**Robert Mills House
& Gardens**

1616 Blanding Street
Columbia, SC 29201

**Hampton-Preston
Mansion & Gardens**

1615 Blanding Street
Columbia, SC 29201

Mann-Simons Site

1403 Richland Street
Columbia, SC 29201

**Woodrow Wilson
Family Home**

1705 Hampton Street
Columbia, SC 29201

**Modjeska Monteith
Simkins House**

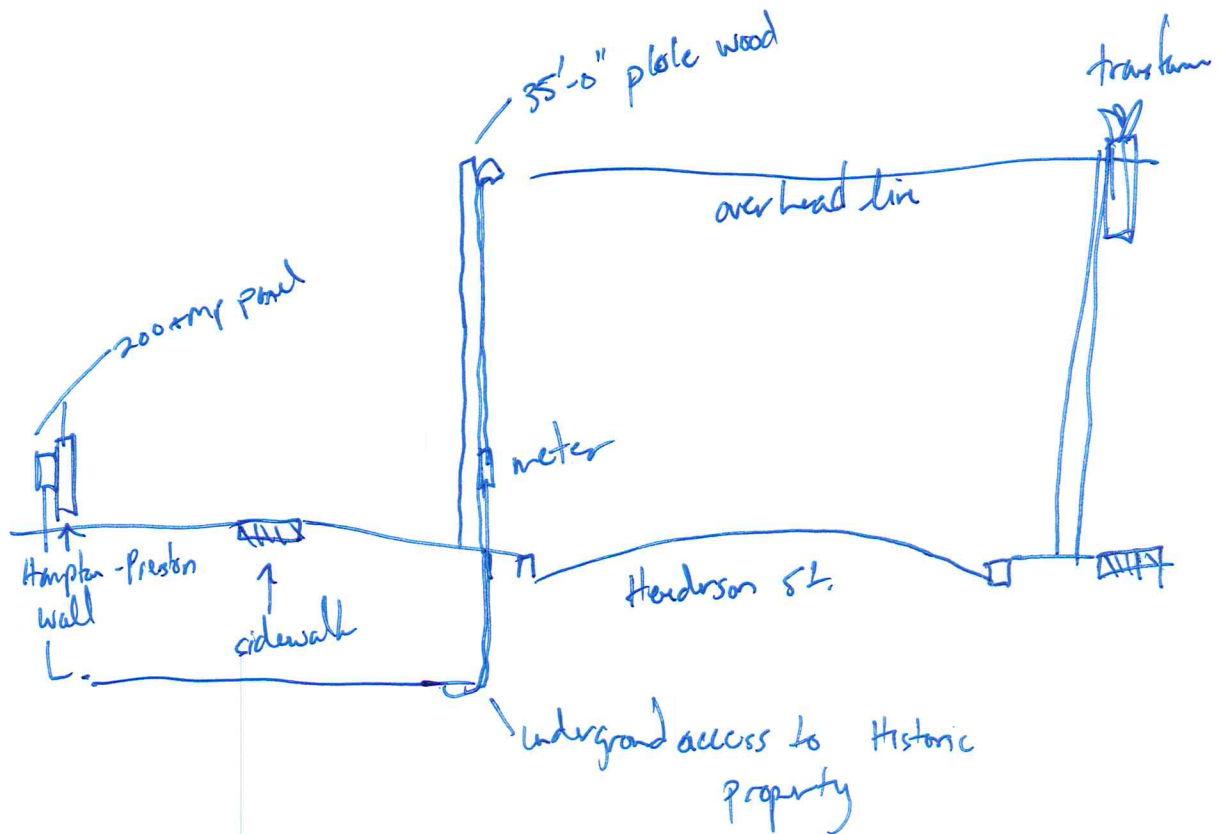
2025 Marion Street
Columbia, SC 29201

**Seibels House &
Garden**

1601 Richland Street
Columbia, SC 29201

The Big Apple

1000 Hampton Street
Columbia, SC 29201





We Are Columbia

MEETING DATE: March 20, 2018

DEPARTMENT: Traffic Engineering

FROM: David Brewer,

SUBJECT: Council is asked to approve the Installation of four (4) Speed Humps on Waccamaw Avenue, as requested by the Public Works Department.

PURPOSE: The Columbia Police Department and Fire Department approved the proposed locations.

FINANCIAL IMPACT:

CLEAN WATER 2020?: No

ATTACHMENTS:

- **#a:** Waccamaw Avenue Speed Humps to CC.docx (PDF)
- **#b:** Waccamaw Speed Humps (PDF)

HISTORY:

03/06/18 Columbia City Council DEFERRED

Councilor Devine said the neighborhood association is meeting on Sunday. She asked David Brewer, Traffic Engineer to contact the neighborhood and that the matter be scheduled for consideration on March 20, 2018.



EVERYONE COUNTS, EVERYONE CONTRIBUTES, EVERYONE BENEFITS

CITY OF COLUMBIA
PUBLIC WORKS DEPARTMENT
TRAFFIC ENGINEERING DIVISION

INTEROFFICE MEMORANDUM

TO: Robert Anderson, Director of Public Works

FROM: David D. Brewer, City Traffic Engineer

SUBJECT: Traffic Calming – Waccamaw Avenue

DATE: February 8, 2018

In response to a request from residents of Waccamaw Avenue, traffic volume/speed surveys were conducted in the area relative to the need for additional traffic control measures.

Waccamaw Avenue is owned and maintained by the City of Columbia, and is two-lane residential in nature.

Based on our review, the residents have requested installation of four speed humps at the locations shown on the attached map. The proposed locations for the associated warning signs are also shown. The Police and Fire Departments have also reviewed the proposed locations. If City Council approves, please advise me, and we will proceed with the installation as soon as the work can be scheduled.

Waccamaw Ave. Speed Humps

