



We Are Columbia

COLUMBIA CITY COUNCIL MEETING AGENDA TUESDAY, MAY 12, 2020

The Columbia City Council will conduct a Virtual Meeting on Tuesday, May 12, 2020 at 2:00 p.m. using Video Conferencing Technology. The Virtual Meeting will be streamed online at www.columbiasc.gov. The public has the ability to listen to audio and participate in the meeting via telephone by calling **855-925-2801**. When prompted, please enter the meeting code: **8637**. For additional meeting information visit www.columbiacitysc.ig2.com. You may also register at this site to post comments about items on the agenda. For questions regarding the meeting portal, please contact the Office of the City Clerk at cityclerk@columbiasc.gov.

The Honorable Mayor Stephen K. Benjamin

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

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

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

CALL TO ORDER

INVOCATION

ADOPTION OF THE AGENDA

CONSENT AGENDA ITEMS 1 THROUGH 6

1. Council is asked to approve an Agreement to commit Residential Parking for the 1300 Assembly Street Redevelopment Project within the Lady Street Garage, as requested by Parking Services. Award to 1,300 Assembly, LLC of Columbia, SC.
2. Council is asked to approve an agreement for Project SS7497; Mill Creek Pump Station Miscellaneous Improvements, as requested by Columbia Water. Award to Weston & Sampson Engineers, Inc. in the amount of \$294,115.00. The firm is located in Columbia, SC.

Funding Source: Water & Sewer Capital Projects (552999-SS749701-658650). The original budget amount is \$294,115.00.

This is a Mentor Protégé Program Project. Weston & Sampson of Columbia, SC is the Mentor and will provide project management, technical engineering support, and bidding/award services at 72.8% (\$214,115.00) of the contract value. Carper Civil Consulting, LLC, a Minority Business Enterprise (Woman) of Columbia, SC, is the Protégé and will assist with engineering design, management of sub consultant and permitting services at 20.4 % (\$60,000.00) of the contract value.



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The following sub-consultant will provide additional services:

Howard Engineering, Inc., a Minority Business Enterprise (Woman), of Marietta, SC will provide electrical engineering design at 6.8% (\$20,000.00) of the contract value as a sub-consultant for Weston & Sampson (Mentor).

3. Council is asked to approve a Contract for Project WM4534; Water Main Repairs for Water Maintenance, as requested by Columbia Water. Award to North American Pipeline Management, Inc. in an amount not to exceed \$345,906.00, which includes contingency. This firm is located in Greenville, SC.

Funding Source: Engineering Water System Improvements (5516220-WM453401-638500). The original budget amount is \$476,077.80.

This is a Mentor Protégé Program project. North American Pipeline Management, Inc., a Minority Business Enterprise (Woman) of Greenville, SC, is the Mentor and will be performing water line repairs at 80% (\$230,604.00) of the total contract value. Southern Roots Landscape Management, LLC of Columbia, SC is the Protégé and will be performing miscellaneous pipe work, trucking and restoration at 20% (\$57,651.00) of the total contract value.

4. Council is asked to approve Contract Amendment #1 for Project WM4231, Canal Water Treatment Plant High Service Pump Improvements in Rooms 2 and 3, as requested by Columbia Water. Award to URS Corporation in an amount not to exceed \$589,170.00. This firm is located in Columbia, SC.

Funding Source: Water & Sewer Capital Projects- Capital Project Cost- Engineering Services Canal WTP Improvements(5529999231-WM423101-658650). The original budgeted amount for this amendment is \$589,170.00. The total revised contract amount is \$2,620,985.00.

This is a Mentor Protégé Program Project. URS Corporation (Mentor) will extend its existing construction administration and observation services at 73% (\$430,540.00) of the requested amendment amount. The Protégé, DESA, Inc., a Minority Business Enterprise (Woman) of Columbia, SC will be providing construction administration and observation services at 2% (\$12,630.00) of the requested amendment amount.

The following subcontractors will be providing additional services:

Howard Engineering, Minority Business Enterprise (Woman) of Marietta, SC will provide electrical and mechanical engineering, and construction observation services at 6% (\$36,000.00) of the requested amendment amount.

Chao & Associates of Columbia, SC will provide structural engineering, and architectural construction observation services at 19% (\$110,000.00) of the requested amendment amount.



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5. Council is asked to approve Construction Change Order #3 for Project WM4231; Canal Water Treatment Plant Clearwell & High Services Pump Station Improvements Increase in Project Contingency, as requested by Columbia Water. Award to Adams Robinson Enterprise Inc. in the amount of \$2,500,000.00. This firm is located in Dayton, OH.

Funding Source: Water & Sewer Capital Projects- Capital Project Cost- Engineering Services Canal WTP Improvements(5529999-WM423101-658650). The original budget amount for this change order is \$2,500,000. This construction change order is for an increase of \$2,500,000.00 to the original contingency amount of \$750,000.00 for a total revised contingency of \$3,250,000.00. The total revised contract amount is \$46,831,000.

This Project had multiple program requirements and goals: Subcontracting Outreach Program Requirement (SOP) of 20%, Columbia Disadvantage Business Enterprise Program goal (CDBE) of 10%, and a Local Subcontracting requirement of 20%. When possible, the Prime will maintain these percentages throughout the duration of this project.

6. Ordinance No.: 2020-019 Granting an encroachment to 908-Scannell (Columbia), LLC for the use of right of way area of the 1300 block of Huger Street and 1300 block of Pulaski Street adjacent to 1101 Huger Street, 1300 Huger Street, 1310 Huger Street and 1320 Huger Street, Richland County TMS #09009-11-04 for sidewalks, driveways, landscaping and irrigation

First reading approval was given on March 17, 2020.

ORDINANCES - FIRST READING

7. Ordinance No.: 2020-026 Authorizing the City Manager to execute a Lease Agreement between the City of Columbia and 701 Whaley/Olympia, LLC for lease of a portion of the Wayne Street right of way adjacent to 701 Whaley Street, portion of Richland County TMS#08913-12-01, 08913-12-08 and 08913-12-10
8. Ordinance No.: 2020-043 Authorizing the City Manager to execute a Thirteenth 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



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ORDINANCE - SECOND READING

9. Ordinance No.: 2020-025 Consenting to the Inclusion of Property in a Multi-County Industrial/Business Park (604 Huger, LLC, Richland County TMS #08914-01-06, TMS #08914-01-07, TMS #08914-01-08, TMS #08914-01-09, and TMS #08914-01-10)

First reading approval was given on March 17, 2020.

RESOLUTIONS

10. Resolution No.: R-2020-053 Authorizing the City Manager to execute a First Amendment to Ground Lease Agreement between the City of Columbia and ASH Bickley Road, LLC (727 Harden Street)
11. Resolution No.: R-2020-056 Urging the United States Congress to Implement an Emergency Rental Assistance Program for Citizens Impacted by COVID-19

PUBLIC HEARING

12. City of Columbia Five Year Consolidated Plan and Fiscal Year Annual Action Plan - Ms. Gloria Saeed, Community Development Director

CITY COUNCIL DISCUSSION / ACTION

13. COVID-19 Update - The Honorable Mayor Stephen K. Benjamin
- *CARES Act Funding COVID-19 Relief Briefing - Ms. Gloria Saeed, Community Development Director*
 - *Guidelines for Greenways and Open Spaces - Mr. Henry Simons, MHA, Assistant City Manager for Operations*

EMERGENCY ORDINANCE

14. Ordinance No.: 2020-048 Emergency Order to Extend the Temporary Closing of all Public Parks and Facilities to Protect the Health, Safety and Welfare of our Residents and Visitors



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**COLUMBIA CITY COUNCIL MEETING AGENDA
TUESDAY, MAY 12, 2020**

FISCAL YEAR 2020/2021 BUDGET WORKSHOP

15. Fiscal Year 2020/2021 Proposed Budget - Ms. Missy Caughman, Budget & Program Management Director

CITY COUNCIL COMMITTEE REPORTS / REFERRALS

PUBLIC COMMENTS

EXECUTIVE SESSION

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

*Legal advice pertaining to COVID-19
Columbia Housing Authority
Municipal Court
Development Corporations
Shared Micromobility*

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

W&S Letter of Credit, SMBC

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

Municipal Court

ADJOURNMENT



We Are Columbia

MEETING DATE: May 12, 2020

DEPARTMENT: Assistant City Manager for Development

FROM: *Missy Gentry, Assistant City Manager*

SUBJECT: Council is asked to approve an Agreement to commit Residential Parking for the 1300 Assembly Street Redevelopment Project within the Lady Street Garage, as requested by Parking Services. Award to 1,300 Assembly, LLC of Columbia, SC.

FUNDING SOURCE & ORIGINAL BUDGET:

FOCUS AREAS: Innovative & High Quality Municipal Services

ATTACHMENTS:

- APPROVED FINAL REV 1300 Assembly Parking Agreement Revision 552020(PDF)

PARKING AGREEMENT

THIS PARKING AGREEMENT (the "Agreement"), is made and entered into between CITY OF COLUMBIA, SOUTH CAROLINA ("City") and 1300 ASSEMBLY, LLC, a South Carolina limited liability company ("Developer").

RECITALS

WHEREAS, Developer is currently planning to develop a multi-level apartment project on land located at 1300 Assembly Street (the "Project"); and

WHEREAS, the Project will require dedicated access to vehicle parking facilities for its tenants (the "Tenants"); and

WHEREAS, subject to the terms of this Agreement, City has agreed to provide parking rights to Developer to support the Project.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged the parties hereby agree as follows:

1. Incorporation of Recitals. The Recitals are hereby incorporated herein by reference.
2. Term and Renewal. The term of this Agreement shall consist of a Due Diligence Term, a Discounted Term and a Market Rate Term (collectively, the "Term").
 - (a) Due Diligence Term. The Due Diligence Term shall commence on the later of June 1, 2020 (the "Effective Date") and continue for forty-five (45) days. Developer may extend the Due Diligence Term for an additional forty-five (45) day period by delivering written notice of such election to City prior to the expiration of the then current term.
 - (b) Discounted Term. The Discounted Term shall commence upon the expiration of the Due Diligence Term and continue for one hundred eighty (180) days. Developer may extend the Discounted Term for up to two successive one hundred eighty (180) day periods by delivering written notice of each election to City prior to the expiration of the then current term.
 - (c) Market Rate Term. The Market Rate Term shall commence upon the expiration of the Discounted Term and continue for sixty (60) years.
 - (d) Term: Termination Rights. The term of this agreement and the rights to the Tenant spaces shall commence on the Effective Date and shall terminate on the Sixty-First (61st) anniversary of the Effective Date, unless terminated earlier as provided in this section. At any time during the Discounted Term or Market Rate Term, Developer shall have the right to terminate this Agreement by providing sixty (60) days written notice to City and paying a termination penalty equivalent to twelve (12) months at the Market Rate. City shall have the right to terminate this Agreement in the event the Project at 1300 Assembly no longer functions as a multi-family complex.
 - (e) Automatic Renewal. Upon the expiration of the Market Rate Term, unless terminated by either party, the Market Rate Term shall automatically renew, and all terms and conditions

of this Agreement shall remain in full force and effect for successive periods of six (6) months. Beginning upon the expiration of the Market Rate Term, either party may elect to terminate the Agreement by providing not less than sixty (60) days written notice to the other party ("Notice of Termination").

3. Grant of Parking Rights.

- (a) During the Term, City shall make available to Developer during the Residential Hours, unreserved parking for not less than seventy-four (74) vehicles in parking facilities owned by City within one (1) block of the Project (collectively the "Tenant Spaces"). City acknowledges and agrees to use commercially reasonable efforts to provide the Tenant Spaces within the parking deck located at 1100 Lady Street. As used herein, the term "Residential Hours" shall mean from 6:00 PM until 7:00 AM, Monday through Friday, and twenty-four hours a day on Saturdays, Sundays, and City holidays. Any Tenant parking outside the agreed to "Residential Hours" is not guaranteed availability of parking.
- (b) Developer acknowledges that the Residential Hours have been established to allow the shared use of parking facilities by the Tenants and owners. Accordingly, City reserves the right to enforce this Agreement as required to accommodate shared usage of the affected parking facilities.
- (c) Each Tenant desiring to use one or more Tenant Spaces must execute the standard form of Parking License Agreement with City. Each Tenant shall be responsible for adhering to rules listed in the City's standard Parking License Agreement.

4. Fees. During the Term of this Agreement, Developer shall pay the following fees to City:

- (a) Due Diligence Term. No fees shall be payable.
- (b) Discounted Term. On the first day of each month, an amount equal to 50% of the then current residential rate charged by City (residential rates are currently \$40.00 per month and are subject to increase as approved by City Council) for comparable parking facilities in the Columbia Central Business District. This fee shall be based upon 74 spaces.
- (c) Market Rate Term. On the first day of each month, an amount equal to the then current residential rate charged by City for comparable parking facilities in the Columbia Central Business District. Developer shall be obligated to pay for a minimum of 56 spaces each month (75% of 74 available spaces) regardless of actual usage.

5. Default.

- (a) Default: If either party defaults in the performance of any of its obligations hereunder and such default continues for more than ninety (90) days after delivery of written notice thereof from the non-defaulting party (except that if any non-monetary default cannot be cured with the exercise of reasonable diligence during such ninety (90) day period, such period shall be extended for such additional time as is reasonably necessary to effectuate the cure thereof, provided that the defaulting party has commenced to cure such default within such ninety (90) day period and thereafter diligently prosecutes such cure to completion), then the non-defaulting party shall have the right to terminate this Agreement upon written notice to the defaulting party. In addition to such right of termination, the non-defaulting party may pursue any other remedies available at law or in equity with respect to such default. City understands

and agrees that Developer's lender or other finance partner may desire an independent right to notice of any default and right to cure any such default by Developer, and City agrees that such right to cure shall be granted in the event such rights are requested.

- (b) Waiver of Jury Trial. With respect to any litigation arising out of this Agreement, each party hereby expressly waives the right to a trial by jury and the right to file any non-compulsory countersuit or cross claim against the other.

Assignment/Subletting.

6. Assignment/Subletting. Neither party shall assign this Agreement in whole or in part without providing prior written notice to the other.
7. Notices. All notices, demands, and requests to be given by either party to the other shall be sent to the following addresses:

City:	City of Columbia City Manager P.O. Box 147 Columbia, SC 29217	Developer:	1300 Assembly, LLC Attn: Ben D. Arnold 700 Gervais Street, Suite 275 Columbia, SC 29201
With a copy to:	City of Columbia Parking Services Director 820 Washington Street Columbia, SC 29201		

All notices shall be in writing, sent by hand delivery, nationally recognized overnight courier, or United States registered or certified mail, postage prepaid, sent to the address above, or at such other place as the parties may from time to time designate by notice to the other. Notice shall be deemed given if by hand delivery or courier upon delivery or receipt, and if deposited in the United States mail, three (3) days after the mail is sent.

8. Counterparts: This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Documents and signatures transmitted via facsimile or electronic mail shall be considered original signatures for purposes of creating a valid and binding agreement.
9. Interpretation and Venue. South Carolina law shall govern the interpretation of this Agreement. Richland County shall be the venue of any mediation, arbitration, or lawsuit arising out of this Agreement.
10. Severability. If one or more clauses of this Agreement is found to be unenforceable, illegal, or contrary to public policy, the Agreement will remain in full force and effect except for the clauses that are unenforceable, illegal or contrary to public policy.
11. No Waiver. All rights and remedies enumerated herein shall be cumulative and none shall exclude any other right or remedy allowed by law. Failure of a party to insist, at any time, upon strict performance of any covenant, provision or condition of this Agreement or to exercise any option herein contained shall not be construed as a waiver or to relinquishment for the future of such covenant, provision, condition or option.

12. Successor and Assigns. The terms, covenants and conditions of this Agreement shall be binding upon and inure to the benefit of the successors in interest and assigns of the parties hereto.
13. Time is of the Essence. Time is of the essence with respect to every provision in this Agreement.
14. Entire Agreement. This Agreement constitutes the complete and final agreement of the parties, replaces and supersedes all oral and/or written proposals and agreements heretofore made on the subject matter, and may be modified only by a writing signed by both parties.

IN WITNESS WHEREOF, the parties hereto have executed this Parking Agreement effective as of the day and year of the last signature hereinbelow.

WITNESSES:

CITY OF COLUMBIA, SOUTH CAROLINA

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

WITNESSES:

1300 ASSEMBLY, LLC

By: _____
Ben D. Arnold
Its: Sole Member
Date: _____

APPROVED AS TO FORM

Legal Department City of Columbia, SC



We Are Columbia

MEETING DATE: May 12, 2020

DEPARTMENT: Procurement and Contracts

FROM: *Sandra Wright, Purchasing Agent*

SUBJECT: Council is asked to approve an agreement for Project SS7497; Mill Creek Pump Station Miscellaneous Improvements, as requested by Columbia Water. Award to Weston & Sampson Engineers, Inc. in the amount of \$294,115.00. The firm is located in Columbia, SC.

REQUISITION NO.: R204368

FUNDING SOURCE & ORIGINAL BUDGET: Funding Source: Water & Sewer Capital Projects (552999-SS749701-658650). The original budget amount is \$294,115.00.

BUSINESS PROGRAM: Mentor Protege Program

CLEAN WATER 2020?: Yes

FOCUS AREAS: Innovative & High Quality Municipal Services

PURPOSE:

This is a Mentor Protégé Program Project. Weston & Sampson of Columbia, SC is the Mentor and will provide project management, technical engineering support, and bidding/award services at 72.8% (\$214,115.00) of the contract value. Carper Civil Consulting, LLC, a Minority Business Enterprise (Woman) of Columbia, SC, is the Protégé and will assist with engineering design, management of sub consultant and permitting services at 20.4 % (\$60,000.00) of the contract value.

The following sub-consultant will provide additional services:

Howard Engineering, Inc., a Minority Business Enterprise (Woman), of Marietta, SC will provide electrical engineering design at 6.8% (\$20,000.00) of the contract value as a sub-consultant for Weston & Sampson (Mentor).

The service being provided will encompass the following:

Task 100 - Evaluation and Design Phase Project Management and Administration

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

Task 300 - Survey and Utility Mapping

Task 600 - Permits and Property

Task 700 - Bidding and Award

Task 800 - Engineering Services During Construction

Task 1000 - Project Closeout

Task 1100 - Additional Services

The Office of the City Attorney has reviewed the Agreement and the ACM for Columbia Water and the Director of Utility Operations and Engineering recommend its approval.

ATTACHMENTS:

- Agreement Mill Creek Pump Station-SS7497 (PDF)

Weston & Sampson Engineers, Inc.
 Mill Creek Pump Station (MCPS) Miscellaneous Improvements Project-SS7497



AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement is being awarded under procurement method RFQ011-16-17-NMJ for Category II Minor Wastewater Collection System Project.

1. **PURPOSE** – This Agreement is entered into as of the date of the last signature affixed hereto, by and between the City of Columbia, South Carolina (hereinafter referred to as the "City") and Weston & Sampson Engineers, Inc., (hereinafter referred to as the, Consultant), to provide technical engineering support for the Mill Creek Pump Station Miscellaneous Improvements Project for the City of Columbia, SC.

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

2. **SCOPE OF SERVICES** – Upon written notification by the City to proceed, the Consultant shall provide the scope of services more fully described in Exhibit A, attached hereto. The Consultant shall perform any and all incidental services not specifically set forth in Exhibit A, which are necessary to fully complete the scope of services described in Exhibit A.
3. **SUPPLEMENTAL OR ADDITIONAL SERVICES** – The City may require supplemental or additional services of the Consultant or recommended by the Consultant and approved by the City in writing.

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

4. **TERM OF AGREEMENT** – The term of the Agreement is the date of the execution of this *Award* or a *Notice to Proceed* and a *valid Purchase Order from the City of Columbia*

Weston & Sampson Engineers, Inc.
Mill Creek Pump Station (MCPS) Miscellaneous Improvements Project-SS7497

for an initial term of two (2) years, with the option to renew or continue with work for one (1) additional one-year period at the mutual pleasure of both parties.

The decision whether to extend the Agreement, upon written request, shall be the sole and exclusive discretion of the City and neither party shall be under any obligation to agree to an extension of the initial term or any additional term.

5. **SCHEDULE FOR COMPLETION OF SERVICES** – The Consultant shall complete any and all services performed under this Agreement within the timeframes as outlined in Exhibit C, attached hereto.

6. **COMPENSATION** – (See Exhibit B)

- A. The total compensation to be paid by the City to the Consultant under this Agreement shall not exceed Two Hundred Ninety-Four Thousand, One Hundred Fifteen Dollars and No/100 (\$294,115.00).

- B. The Consultant shall submit invoices no more frequently than monthly for services rendered during each phase of the Project. Each invoice submitted must describe the services for which payment is requested, show payment calculations and specify the person(s) rendering such service(s). Consultant must invoice monthly regardless of work being completed during that period. If no work is completed, a zero balance invoice should be submitted. Each invoice must also clearly identify any portion of the fee invoiced for subcontracted services, including any such services that are specified in the Summary of Proposed Subconsultants shown on Exhibit D hereto. Each invoice shall bear the signature of the Consultant, whose signature shall certify that the information contained in the invoice is true and accurate and that the invoice amount is currently due and owing. The City will not pay interest or penalty on any past due amount.

- C. Invoicing Procedure (See Exhibit F)

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

Weston & Sampson Engineers, Inc.
Mill Creek Pump Station (MCPS) Miscellaneous Improvements Project-SS7497

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

1. The Consultant is required to pay all Subconsultants and material suppliers for all work that the Subconsultant has satisfactorily completed, no later than twenty (20) calendar days after the Consultant has received payment from the City.
2. In addition, all retainage amounts received from the City by the Consultant must be paid by the Consultant to the Subconsultant no later than fourteen (14) calendar days after the Subconsultant has, in the opinion of the City, or designee, satisfactorily completed its portion of the Work.
3. A delay in or postponement of payment to the Subconsultant or material supplier requires good cause and prior written approval of the City or designee.
4. The Consultant is required to include, in each Subcontract, a clause requiring the use of appropriate arbitration mechanisms or other method to resolve all payment disputes.
5. The City will not pay the Consultant for subsequent work performed unless and until the Consultant ensures that the Subconsultants have been promptly paid for the work they have performed under all previous payment requests, as evidenced by the filing of City lien waivers, canceled checks (if requested), and the Consultant's sworn statement that it has complied with the prompt payment requirements. The Consultant must submit a Prompt Payment Affidavit, Subconsultant list that identifies each Subconsultant (both Disadvantaged Business Enterprises (DBEs) and non-DBEs) including Subcontract values and the date and amount of the last payment to such Subconsultant(s). That documentation must be provided with every payment request submitted to the City, except for the first payment request.

Weston & Sampson Engineers, Inc.
Mill Creek Pump Station (MCPS) Miscellaneous Improvements Project-SS7497

6. Failure to comply with these prompt payment requirements is a breach of this Agreement. The City reserves the right to pursue any and all remedies permitted under law for breach of contract, including, but not limited to, Consultant debarment.

E. Affirmative Action Procurement and Contracting Goals:

It is the goal of the City of Columbia, SC to maximize opportunities for historically Disadvantaged Business Enterprises (DBEs) including, but not limited to, Small Business Enterprises (SBEs), Minority Business Enterprises (MBEs), and Women-Owned Business Enterprises (WBEs). The City has implemented an overall citywide 15% goal to encourage socially and economically disadvantaged business participation. This goal extends to bidders, contractors, Subconsultants and suppliers on its procurement and contracting offerings.

Additional information on the City's affirmative action goals and objectives may be obtained by contacting the following office: City of Columbia Office of Business Opportunities, 1401 Main Street, 4th Floor, Columbia, SC 29201, (803) 545-3950.

The City's success in tracking the amount of business received by SBE, MBE and WBE firms (whether as a prime Consultant or Subconsultant) is dependent upon the business community partnering with the City in this important endeavor.

The Consultant must comply with the affirmative action terms and conditions as outlined herein. The Consultant, shall in the performance of the Agreement, make constructive efforts to assist the City in complying with best practices in contracting as it relates to meeting affirmative action objectives

F. Subcontracting Goals

Under this Agreement, the subcontracting goals are as follows:

Weston & Sampson Engineers, Inc.

Mill Creek Pump Station (MCPS) Miscellaneous Improvements Project-SS7497

SB Goals	<u>N/A</u>	%
MBE	<u>N/A</u>	%
WBE	<u>27.2</u>	%
LSA	<u>N/A</u>	%

The Consultant will ensure Subconsultant performance during the period of performance, and optional periods as applicable. Achievement of these goals are expected during the life of the Agreement, including any extensions thereof.

7. MENTOR-PROTÉGÉ PROGRAM (<http://www.columbiasc.net/business-outreach/>)

The City of Columbia encourages, where economically feasible, establishment of mentor-protégé relationships to ensure contracting opportunities for all businesses, including minority / women / small business enterprises. The Mentor-Protégé Program (MPP) helps develop private sector business relationships and enhances the contracting capabilities of minority-owned business enterprises (MBE), women-owned business enterprises (WBE), and small business enterprises (SBE). In order to provide opportunities for growth and to encourage hands-on business relationships, certain capital improvement projects may be designated by the City of Columbia as Mentor-Protégé Program projects. The City of Columbia has determined that participation in the City's Mentor-Protégé Program is required for this project. The MPP goals for this requirement are 20.4%.

The Consultant must comply with Mentor-Protégé Program Guidelines. The Consultant agrees that the Mentor Protégé Program does not create any third-party beneficiary status or contractual rights and/or duties between the City and the Protégé and that the City is not a party to the Implementation Plan. The Consultant agrees that it has or will enter into a separate contractual Agreement with the Protégé to which the City is not a party. The MPP Implementation Plan is attached hereto as Exhibit E.

8. INDEMNIFICATION & INSURANCE

A. The Consultant shall procure and shall maintain during the life of this Agreement, whether such operation be by itself or by a Subconsultant or

Weston & Sampson Engineers, Inc.
Mill Creek Pump Station (MCPS) Miscellaneous Improvements Project-SS7497

anyone directly or indirectly employed by either of them, such insurance as required by statute, ordinance, or this Agreement, to adequately protect the City from any claims or damages including bodily injury or death, which may arise during performance and operations under this Agreement.

Each insurance policy required by these instructions shall be endorsed to state that coverage shall not be suspended, voided, OR cancelled by either party, reduced in coverage or in limits, unless thirty (30) days prior written notice, by certified mail, return receipt requested, has been given to the City.

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

General Liability: The Consultant shall provide to the City evidence of General Liability insurance in an amount not less than One Million Dollars and no/100 (\$1,000,000) per occurrence, and Two Million Dollars and no/100 (\$2,000,000) dollars aggregate in accordance with the current Code of Ordinances, City of Columbia, South Carolina, which can be located at www.columbiasc.net.

Professional Liability: Professional Liability Insurance in an amount not less than One Million Dollars and No/100 (\$1,000,000.00) per claim, and Two Million Dollars and No/100 (\$2,000,000.00) Aggregate.

Weston & Sampson Engineers, Inc.

Mill Creek Pump Station (MCPS) Miscellaneous Improvements Project-SS7497

Automobile Liability Insurance: Five Hundred Thousand Dollars and No/100 (\$500,000.00) combined single limit per accident for bodily injury and property damage.

- B. The Consultant shall furnish the City with a certificate showing satisfactory proof of carriage of the insurance required hereunder and such insurance shall be approved by the City prior to the Consultant and any Subconsultant of the Consultant commencing any services under this Agreement and this insurance shall remain in effect throughout the term of this Agreement, and any extensions of service. Insurance shall remain in effect for the duration of the project and for a period of one (1) year after completion. The City of Columbia shall be the Certificate Holder and shall be named as an *Additional Insured with the exception of Workers Compensation and Professional Liability*.
- C. Indemnification for General Liability: To the fullest extent permitted by law and except with respect to damages, liabilities, and costs arising or alleged to arise out of the Consultant's acts, errors, or omissions in the performance of professional services, which are addressed in the paragraph below, the Consultant agrees to defend, indemnify and hold harmless the City from and against liabilities, claims, damages and costs (including reasonable attorney's fees) to the extent caused by the Consultant's performance, acts, errors or omissions under this Agreement.

Indemnification for Professional Liability: With respect to damages, costs, liabilities, and expenses that arise or are alleged to arise out of the Consultant's acts, errors, or omissions in the performance of professional services, to the fullest extent permitted by law, the Consultant agrees to indemnify and hold the City harmless from and against liabilities, damages and costs (including reasonable attorney's fees) to the extent caused by the negligence of the

Consultant in performance of services under this Agreement. This indemnification expressly excludes the duty of the Consultant to defend the City. However, the absence of the duty to defend shall not preclude the City from seeking its reasonable attorneys' fees as part of its damages

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where and to the extent such fees are caused by the Consultant's negligence. Nothing in this paragraph shall apply to indemnification of general liability, which is addressed in the paragraph above.

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

9. PERMITS & LICENSES

- A. The Consultant shall be responsible for obtaining any approvals, permits and/or licenses as may be required of the Consultant in performing the services required under this Agreement. The Consultant shall be responsible for any costs relating to same.
- B. The Consultant shall be responsible for identifying the necessity for and providing any applications and supporting documentation to the City for any approvals and/or permits required of the City in order for the Consultant to perform the services required under this Agreement. Such approvals and/or permits may include, but not be limited to, South Carolina Department of Health and Environmental Control (SCDHEC) Construction Permits, SCDHEC Stormwater Management for Construction Sites Permits, SCDHEC Water Resources Permits, Corps of Consultants Permits, City/County/ South Carolina Department of Health and Environmental Control (SCDOT) Encroachment Permits, encroachment permits for other utility rights-of-way and railroad right-of-way encroachment permits/agreements. The City shall obtain the approvals and/or permits identified by the Consultant and pay any costs relating to same.

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C. The Consultant shall answer questions and consult with the City and/or appropriate authorities as necessary to assist the City's efforts in obtaining required permits/approvals.

D. The City of Columbia requires every person engaged or intending to engage in any calling, business, occupation or profession in whole or in part within the limits of the city to pay an annual license fee and obtain a business license as provided in the ordinance. Please contact the City of Columbia Business License Office with any questions at (803) 545-3345.

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

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

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

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12. TERMINATION OF AGREEMENT – The City may terminate this Agreement at any time upon any of the following grounds:

- A. Failure by the City to appropriate funds for the performance of any of the services required in this Agreement in any annual budget;
- B. The Consultant fails to perform any of the services required in this Agreement and does not correct such deficiency within fifteen (15) days after being notified by the City of such deficiency;
- C. Force Majeure;
- D. The City, at its sole option and discretion, has the right to terminate this Agreement for any reason whatsoever. A termination for default under this Agreement, if wrongfully made, shall be treated as a termination for convenience under this clause;
- E. Upon expiration of the term of this Agreement; and
- F. By mutual agreement.

Notice of termination shall be sent by registered mail, return receipt requested. In the event of termination, the Consultant shall only be entitled to the actual direct costs of all labor and material expended on the services required under this Agreement prior to the effective date of the termination or the Consultant shall be entitled to be paid a pro-rata percentage of the total Agreement price which is equal to its percent of completion, whichever of the two methods provides the lowest sum to be paid to the Consultant. In no event shall the Consultant be entitled to anticipatory profit or damages for any termination under this Agreement. In no event shall the Consultant be entitled to assert a claim in quantum meruit or any other measure of damages other than that stated herein.

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- 13. OWNERSHIP OF PROJECT** - All data, documents or other information of any description generated by or used by the Consultant or any Subconsultant retained by the Consultant and related to the services required by this Agreement shall be the property of the City and shall not be used by the Consultant for any purpose whatsoever except to perform the services required by this Agreement.
- 14. OWNERSHIP OF PROJECT DOCUMENTS** - All data, documents or other information of any description generated by or used by the Consultant or any Subconsultant retained by the Consultant and related to the services required by this Agreement shall be the property of the City and shall not be used by the Consultant for any purpose whatsoever except to perform the services required by this Agreement.
- 15. NOTICE** - All notices and communications in connection with this Agreement will be addressed to the following:

City of Columbia

Name: Office of Procurement and Contracts
 Title: Purchasing Agent
 Address: 1800 Main Street
 Second Floor
 Columbia, SC 29201
 Phone: (803) 545-3470
 Fax: (803) 758-1013
 Email: procurement@columbiasc.gov

Weston & Sampson Engineers, Inc.

Name: Meghan Moody
 Title: Project Manager
 Address: 1201 Main Street Suite 930
 Columbia, SC 29201
 Phone: 803-667-9904
 Fax: n/a
 Email: moodym@wseinc.com

16. CONSENT DECREE (Non-Applicable)

- A. The services performed by the Consultant pursuant to this Agreement are required in whole or in part to satisfy the terms of the Consent Decree entered by the United States District Court for the District of South Carolina on May 21, 2014, in the case captioned *The United States of America and State of South Carolina by and through the Department of Health and Environmental Control v.*

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City of Columbia, Civil Action No. 3:13-2429-TLW (the "Consent Decree"), a copy of which has been provided to the Consultant by the City and is incorporated by reference herein. The Consultant shall perform the services pursuant to this Agreement in conformity with the terms of the Consent Decree as required by Paragraph 5 therein.

- B. In addition to the requirements above, the Consultant shall comply with the document retention requirements of Paragraph 68 of the Consent Decree which includes, but is not limited to, the obligation to preserve all non-identical copies of all documents, records, or other information (including documents, records, or other information in electronic form) in the Consultant's possession or control that relate in any manner to the Consultant's performance under this Agreement ("Preserved Documents"). Upon the Consultant's performance of all services required under this Agreement, the Consultant shall provide the City with all Preserved Documents. In addition to the requirements above, the Consultant shall provide the City with all Preserved Documents upon termination of this Agreement.
- C. Upon the occurrence of a force majeure event as defined in Paragraph 55 of the Consent Decree, the Consultant shall provide notice to the City's Director of Utilities and Engineering in person, by phone, or by electronic mail within twenty-four (24) hours of when the Consultant first knew or should have known that the event might cause a delay. Within three (3) days thereafter, the Consultant shall provide written notice in accordance with Section XII above to include the following information: an explanation and description of the reasons for the delay; the anticipated duration of the delay; all actions taken or to be taken in an effort to prevent or minimize the delay; a schedule for implementation of any measures to be taken in an effort to prevent or mitigate the delay or the effect of the delay; and the Consultant's rationale for attributing such delay to a force majeure event. The Consultant shall include with any notice all available documentation supporting the claim that the delay was attributable to a force majeure event.

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- D. The Consultant shall reimburse the City the amount of any stipulated penalties imposed on the City pursuant to Paragraph 47 of the Consent Decree if the Consultant neglects, fails, or refuses to meet the deadlines set forth in Exhibit C attached hereto. The Consultant agrees that any failure to meet such deadlines will result in the City's failure to meet the deadlines set forth in the Consent Decree except in the event of force majeure notice by the Consultant that results in the extension of said deadline by the U.S. Environmental Protection Agency under the Consent Decree. The City reserves all other remedies available for the Consultant's failure to perform pursuant to the Agreement.
- E. The Consultant shall perform the services pursuant to this Agreement using sound Consultant practices as set forth in Paragraph 9 of the Consent Decree.

17. MISCELLANEOUS

- A. Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the City and the Consultant.
- B. The Consultant shall be responsible for performance of all services required by this Agreement. The Consultant does not act as the City's agent or employee.
- C. The Consultant will not assign or sublet its obligations to perform the services required by this Agreement without the written consent of the City. The Consultant shall be as fully responsible to the City for the acts and omission of its Subconsultants, as it is for the acts and omissions of persons directly employed by the Consultant.

The Consultant shall furnish and its Subconsultants shall furnish all information and reports required hereunder.

- D. In the event there are any disagreements between the City and the Consultant with regard to any of the requirements, specifications or interpretation of this Agreement, the Consultant agrees to defer to the reasonable interpretations of

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the City as, from time to time, may be made by the City. Ambiguities in the terms of this Agreement, if any, shall not be construed against the City.

- E. This Agreement shall be construed in accordance with the laws and City of Columbia Code of Ordinances and those of the State of South Carolina. The Consultant agrees to subject itself to the jurisdiction and venue of the courts of Richland or Lexington County, State of South Carolina as to all matters and disputes arising or to arise under this Agreement and the performance thereof. The City may seek attorney's fees and the Consultant agrees to pay such fees as awarded by the Court or other body. No attorney's fees may be sought by, nor will be paid to, the Consultant.
- F. This Agreement represents the entire agreement between the City and the Consultant and supersedes all prior communications, negotiations, representations or agreements, either written or oral. The parties may amend this Agreement at any time provided that such Amendments are executed in writing, signed by a duly authorized representative of both organizations, and approved, where applicable, by the City's governing body.

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

- G. The failure of either the Consultant or the City to insist upon the strict performance of any provision of this Agreement shall not be deemed to be a waiver of the right to insist upon strict performance of such provision or of any other provision of this Agreement at any time. Partial payment by the City shall not be construed as a waiver. Waiver of any breach of this Agreement shall not constitute waiver of a subsequent breach.
- H. In the event any provision of this Agreement is determined to be void or unenforceable, all other provisions shall remain in full force and effect.

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- I. This Agreement is subject to City Council approval.
- J. The Consultant acknowledges, for itself and its Subconsultants, that it is subject to the provisions of the 1991 Ethics Reform Act (8-13-100, et seq, South Carolina Code of Laws, 1976, as amended). Under this Act, "A person may not, directly or indirectly, give, offer, or promise anything of value to a public official, public member, or public employee with intent to:
1. influence the discharge of a public official's, public member's, or public employee's official responsibilities;
 2. influence a public official, public member, or public employee to commit, aid in committing, collude in, or allow fraud on a governmental entity; or,
 3. induce a public official, public member, or public employee to perform or fail to perform an act in violation of the public official's, public member's, or public employee's official responsibilities.
- "Anything of value" includes, but is not limited to, lodging, transportation, entertainment, food, meals, beverages, money, gifts, honorariums, discounts and interest-free loans.
- K. In carrying out the service, the Consultant shall not discriminate against any employee or applicant for employment because of race, color, religion, creed, national origin, sex, gender identity, sexual orientation, age, disability or other handicap, or any other characteristic protected by federal, state, and local laws ("protected characteristics"). The Consultant shall take affirmative action to ensure equal employment opportunities for all applicants for employment without regard to their protected characteristics. Such action includes, but is not limited to, the following: employment, promotion, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Consultant shall post in conspicuous places, available to

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employees and applicants for employment, a notice provided by the government setting forth the provisions of this non-discrimination policy. The Consultant shall incorporate these non-discrimination requirements in all subcontracts for service work.

- L. This Agreement shall be binding upon the respondent and upon its successors and assignees. This Agreement shall be binding upon the City in accordance with its terms and provisions.
- M. All of the reports, information, data, records or documents of any kind, prepared or assembled by the Consultant under this Agreement are matters of public record, but that the Consultant agrees that they shall only be made available to any individual or organization by the City and the Consultant shall not make them available to any individual or organization without the prior written approval of the City.
- N. Every exhibit, schedule and appendix attached to this Agreement and referred to herein is hereby incorporated into this Agreement by reference unless this Agreement expressly provides otherwise. This Agreement, exhibits and other documents include, but are not limited to the Conflict of Interest Statement, Non-collusion Affidavit, Business Information Record for Subconsultants /Subcontractors, Local Business Enterprise, and Mentor Protégé Implementation forms are incorporated by reference in this Agreement and set forth the entire understanding between the parties hereto regarding the subject matter hereof.

(Intentionally Blank)

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

CITY OF COLUMBIA, SOUTH CAROLINA

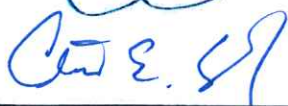
Witness **Teresa Wilson, City Manager** **Date:** _____

Weston & Sampson Consultants, Inc.

ROBERT L. HANER  **Date:** 2-20-20
Print: Name/Title **Signature**
 SC REG, M & R.

Recommended by:

 3.5.2020
 Joseph D. Jacob, P.E., Director of Utility Operations **Date**

 3/12/2020
 Clint Shealy, P.E., Assistant City Manager for Columbia Water **Date**

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

APPROVED AS TO FORM


 Legal Department City of Columbia, SC

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List of Exhibits

Exhibit A – Scope of Services

Exhibit B – Compensation

Exhibit C – Schedule for Completion of Services

Exhibit D – Business Information Record for Subconsultants/Subcontractors

Exhibit E – Mentor Protégé Program Implementation Plan

Exhibit F – Invoicing Procedures

Exhibit G – Prompt Payment Affidavit

EXHIBIT A SCOPE OF SERVICES

City of Columbia
 CIP # SS7497

MILL CREEK PUMP STATION MISCELLANEOUS IMPROVEMENTS PROJECT

The services performed by Weston & Sampson (Consultant) as a part of this project include providing technical engineering support to the City of Columbia (City) for the Mill Creek Pump Station Miscellaneous Improvements project, including review of all available data, evaluation of the lift station, development of a recommended plan, preparation of a Preliminary Engineering Report (PER), final design of the recommended plan, and bidding/construction services. Specifically, the improvement project shall include the following components:

- Replacement of up to four (4) of the existing pumps, including a review of the pump curves with the hydraulics of the new force main and coordination with Hazen and Sawyer's Hydraulic Modeling Study. The new pumps should be submersible dry pit pump type pumps manufactured by Flygt/Xylem. Flygt representatives have investigated this option before and coordination with them may provide necessary additional information for this upgrade. However, the City has determined the existing controls are adequate for the replacement pumps and will not be replaced as part of this project. Engineer will receive base plate information from pump manufacturer to retrofit new pumps to existing pump pedestals with orientation to match existing discharge and suction piping. No seal water system is anticipated and no structural modifications to the building are required.
- Installation of an HVAC system for the entire first (top) floor of the pump room where the VFDs are housed by isolating the stairwell with an access door while maintaining the access to the lower floors.
- The air flow from the existing intake louver on the top floor should be relocated and directed into the subfloors for the necessary air-exchanges. The louver will be placed above the BFE.
- Installation of a single-stall restroom and a small sink on the lift station in the intermediate sub floor (floor between basement and main floor). The wastewater flow from this restroom will be plumbed into the existing sump in the lower floor. A corrosion resistant standard toilet partition will be used.
- Removal of the four existing flow meters and installation of a single electromagnetic flow meter on the new 30-inch force main by constructing a doghouse manhole or vault. The City will provide hydraulic calculations, record drawings, and survey data for the bypass connection utilized by CDM Smith for the 30" FM installation.
- Construction of a steel platform or installation of a pre-cast concrete structure (with floor elevation at least 2' above base flood elevation) adjacent to the existing grinder structure for housing bypass pump(s) and diesel storage tank. Regrade yard area as needed to allow for pump, loading and unloading. The bypass pumping suction could be either upstream or downstream of the grinder structure and discharge could connect to the old bypass pump connection in the yard or to the new 30-inch forcemain. Extend the existing overhead hoist system over this platform to

serve the added bypassing equipment. The existing hoist will be utilized for this project and will not be replaced under this scope of work.

- PLC Upgrades and replacement of VFDs within the existing panels for operation with new pumps.
- Coordinate with SCE&G/ Dominion Energy and develop plans to bury the existing electrical power supply lines from the main pole (by Bluff road) by eliminating the pole near the old bypass connection location. Also, eliminate the existing pole mounted site lights including the poles and electrical lines and replace the site lighting with LED light fixtures mounted on the building corners.

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

Task 100 –Evaluation and Design Phase Project Management and Administration

110 General Project Administration

Consultant will manage the efforts of its project team members and sub-consultants, assign manpower, delegate responsibilities, review work progress, monitor budget and schedule, and otherwise direct the progress of the work. As part of project administration, Consultant will:

- Communicate with the City through a single point of contact, the Consultant's Project Manager.
- For Tasks 100 through 700, provide monthly schedule updates to the City. The schedule shall be included with an updated Monthly Progress Report to be submitted with a draft invoice to the City for review. The project schedule shall be created in MS Project or Primavera P6. The initial detailed project schedule shall be reviewed by the City before proceeding with the Scope of Service. The schedule shall begin based on the date on the Notice to Proceed and shall use the calendar days as outlined in Exhibit C. All documents provided to the City for review shall be provided in hardcopy and electronically in PDF format and loaded to SharePoint.
- For Tasks 100 through 700 and with each monthly progress report, Consultant shall submit and load to SharePoint a Work Summary spreadsheet that the City will use to report to Cityworks® on areas that have been inspected or rehabilitated.
- Implement and adhere to internal quality control and quality assurance procedures and ensure all work performed by subconsultants meets these procedures prior to issuance of all deliverables.
- Expenses such as mileage, field supplies, reproduction, etc. associated with managing the project are included in this phase.

120 Coordination Meetings

- Throughout the project, the Consultant will maintain regular contact with City staff. This scope includes a kickoff meeting at the beginning of the project and up to 6 monthly progress meetings during the execution of Tasks 100 through 700, and includes a 30, 60, and 90 Percent Design Review Meeting that will occur during a regularly scheduled monthly progress meeting. The Consultant will issue meeting minutes for each meeting during Tasks 100 through 700. At the project milestones (30, 60, and 90 percent), the Consultant will compile all comments received during the meetings and respond with one consolidated set of comments to the City using the City's Standard Comment Form. Responses to the comments will be checked for acceptance by individual reviewers before being accepted and closing out the individual comment. At the conclusion of final design, drawings and specifications will be submitted to the City for final review and approval. Revisions to the drawings will subsequently be made to incorporate the City's comments. This scope assumes one set of design and construction documents will be delivered for each submittal (30, 60, and, 90 percent and final bid set). Electronic copies of the contract documents will also be delivered in PDF format and loaded to SharePoint unless otherwise specified. Milestone checklists will be used by the City's review team during the design review meetings. A copy of these checklists will be provided by the City.

130 Project Management & Coordination with the CITY

- Consultant will use SharePoint, a web-based document storage, sharing, and controls website currently in use by the City, to share and file documentation of project progress, data, invoices, monthly progress reports, monthly schedule updates, monthly work summary spreadsheets, permits, emails, decisions, deliverables, and all other design and management aspects. All documents should be loaded within seven (7) days to SharePoint. Consultant is responsible for checking the site monthly and addressing any deficiencies to ensure all content is current, follows the City's standard naming convention for documents, and that all content is loaded under the most appropriate category for each document. Consultant is responsible for breaking out documents such as invoices, monthly progress reports, schedules, etc. into separate categories and not scanning and loading multiple category documents in one file so they can easily be found by searching in categories and by document name.

140 Public Outreach

No public outreach efforts shall be required as a part of this scope of services.

150 Mentor-Protégé Program

- Consultant and Protégé Firm will provide the following in compliance with the City of Columbia's Mentor-Protégé Program:
- Consultant will continue the existing Mentor-Protégé Agreement with Carper Civil Consulting.
- Consultant will update the existing Mentor-Protégé Business Plan per the "City of

Columbia Mentor-Protégé Program Guidelines".

- The updated Mentor-Protégé Project Scope and Mentor-Protégé Business and Implementation Plans will be presented to the City of Columbia for approval.
- Schedule and attend (5) quarterly developmental meetings. The first developmental meeting will be concurrent with project kick-off meeting.
- Comply with deadlines for furnishing information required under the Mentor-Protégé Program.
- Document and maintain copies of communications between the Mentor and the Protégé.
- Prepare and submit a quarterly report form to the City of Columbia's Office of Business Opportunities.

160 Task 100 Deliverables

- Monthly Progress Reports, Invoices, and Schedule updates
- Agenda and Minutes for Monthly Progress meetings
- Minutes, with City review comments, from 30%, 60% and 90% milestone review meetings that occur during regularly scheduled monthly progress meetings
- Quarterly Mentor-Protégé Program Reports

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

210 Data Assessment

- This task includes review of all existing reports and as built record drawings of the pump station. The Consultant shall also identify utility conflicts that are found during the review and submit a list of these conflicts to the OWNER with a recommendation on how to proceed. Marking of utilities will be handled by the surveyor.
- Information for the kick-off meeting will be gathered and prepared in this Task.

220 Develop Recommendations

- The Consultant will meet with the CITY to discuss plans, issues, maintenance procedures, and operational needs.
- The Consultant will receive model information from City for 30" FM and a hydraulic report outlining average and peak flows for the station. This will include any future basin flows. The pump horse power is expected to be the same.
- The Consultant is to evaluate the proposed upgrades and make recommendations based on findings from field investigation and cost and other factors such as long-term operation and maintenance.

- for the recommended plan. A recommended implementation schedule shall also be prepared.

230 Recommended Plan Report (30% design submittal)

The Consultant shall prepare a technical memorandum outlining all proposed work and outlining the recommended plan. The Consultant will submit a draft for the City's review and comment. Consultant shall incorporate the City's comments and finalize the report to be presented at a progress meeting. This submittal is considered the 30 percent design and this meeting is considered the 30 Percent Design Review Meeting.

240 Internal QA/QC

The engineer will perform QA/QC at 30%.

Task 300 - Survey and Utility Mapping

- City of Columbia to provide all existing data and GIS of the Pump Station.
- The City will provide necessary Survey with topography and locate onsite utilities.
- Surveyor to provide survey notes and points.
- Consultant will conform the AutoCad survey provided to their company

standards. Task 400 – Geotechnical Investigation

410 Field Investigation

- Consultant's structural sub-consultant will utilize and evaluate previous geotechnical report from Terracon for geotechnical services to provide subsurface soil conditions for the Hoist system extension and for designing the platform for the bypass pump and tank staging.

Task 500 – Final Design

Upon approval of the Technical Memorandum, the Consultant will prepare the Contract Documents (design drawings and specifications) for the construction of the recommended plan. The design drawings will be survey-grade plans along with all required details. The work for the design phase will include a platform for bypass pumping and storage tank, pump station instrumentation, new pumps, new VFDs and PLCs, structural, architectural, electrical, mechanical, and MEP services for new restroom. It is assumed that work will be implemented under a single construction contract.

510 Roadway Coordination (State)

- Consultant will coordinate final design with the requirements of SCDOT roadway temporary driveway encroachment permits, if needed as part of Task 610.

520 Utility Coordination

- Consultant will contact and meet as necessary with utility agencies that have existing utilities within the construction limits to determine design parameters, right-of-way encroachment requirements and resolve conflict issues related to this project.
- 811 tickets will be collected for the project area along Bluff Rd by the surveyor.
-

530 Project Plans and Specifications

Consultant will be responsible for the submittal of plans and specifications for 60 percent, 90 percent and Final Bid Set which shall meet the following requirements:

Design Drawings

1. Cover Sheet
2. General Notes and Legend
3. Plan sheets – Sheets shall be 24-inch by 36-inch and contain plan views showing the required work with an aerial background (or survey background) and be detailed enough to show all pertinent field conditions.
4. Plan sheets for all new work and sub-disciplines.
5. Details

Specifications

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

The Consultant will be expected to:

1. Modify the City Standard Bid Form and Measurement & Payment sections as needed to suit the work.
2. Modify the City Standard Division 2 specification sections for pipe and manholes as necessary to accommodate the work and take full responsibility for all content of each section.
3. Modify the City Standard Division 1 specification sections to accommodate the work and take full responsibility for all content of each section.
4. Modify the City Standard Division 0 specification sections including Special Provisions, Bid Form, etc.

Upon approval of the 100% submittal, Consultant will provide one set of final bid plans, a CD containing PDFs of the signed and sealed full size (24x36-inch) drawings, one-sided copy of unbound specifications and final cost estimate in digital format to match the bid tab item list.

540 Regulatory Agency Coordination & Permitting

- This scope assumes that permit applications are prepared by the Consultant and submitted on behalf of the City. Consultant will contact and meet as necessary with City, County, State, and Federal regulatory agencies to determine design parameters and comply with regulatory requirements. Cost for associated coordination is covered in Task 610.
- Potential agencies are:
 - South Carolina Department of Health and Environmental Control (no permit is included in this scope as this will be considered maintenance)
 - Richland County –Stormwater
 - South Carolina Department of Transportation – Temporary Driveway Encroachment

550 Opinion of Probable Construction Cost and Schedule

- Consultant will submit an opinion of the probable cost for the Project including construction costs, contingencies and other related items at the 60-, 90- and 100-percent plan reviews.

560 Design Reviews

- Consultant will provide the City with copies of plans and specifications for the Project for review and approval at the sixty (60%) and ninety (90%) percent and bid-ready level (100%) completion milestones. Consultant will meet with the City during these milestones (coinciding with the monthly progress meetings) to discuss the project and obtain input from the Client. Following the review, Consultant will make revisions as requested by the City. Documentation of the completed reviews will be provided to the City by the Consultant. Following the technical reviews, Consultant will make modifications to the construction documents.
- Full Internal QA/QC Review will be performed at 90%.

570 Task 500 Deliverables

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

Task 600 – Permits & Property

610 Permits

- Stormwater Permit: The scope assumes a Notice of Intent (NOI) Application for Stormwater Discharges from Construction Activities (sediment and erosion control permit) will be required by Richland County. Upon CITY approval of the ninety (90%) percent completion drawings, Consultant will prepare a Stormwater Pollution Prevention Plan and NOI application for submittal and approval by the City of Columbia/and or Richland County. Consultant will provide all required submittal copies and respond to all inquiries by the CITY.
- Roadway Temporary Driveway Encroachment Permit (If Required): Upon approval by the CITY of the ninety (90%) percent completion documents, Consultant will submit for review and approval for an Encroachment Permit by the City of Columbia and/or the SCDOT; work with the City of Columbia and assist the CITY in efforts to obtain the necessary permits and /or approvals; and furnish the City of Columbia with the required number of copies of plans and specifications needed for review and final approval.
- Other Permits: This scope does not include wetlands, utility encroachment permits, SCDHEC construction permit, railroad encroachment permits, or permits/reporting required for SRF funding. If they are required, they can be added by amendment.

620 Permit Application Fees

- The Consultant shall pay permit fees totaling up to \$750 (Richland County \$600 and SCDHEC land disturbance \$150).

Task 700 – Bidding and Award

710 Bidding Assistance

- The Consultant shall provide services during the bidding phase to include leading a pre-bid conference, providing technical interpretation of the bid documents, preparing addenda, attending the bid opening, evaluating the bids and making a recommendation to award, and preparing Contract Documents for signature.
- Conformed documents incorporating all addenda items issued are also the responsibility of the Consultant.
- It is assumed that the duration of the Bid Period will be six weeks and that the City will be distributing the bid packages. An additional two months is assumed from selection of the Contractor to the issuance of the Notice to Proceed.

720 Award Recommendation

- Consultant will review bids received and assist CITY in evaluating the bids and recommending award of the contract.

Task 800 – Engineering Services During Construction

- Consultant will assist the City with contract administration and provide part-time observation of the construction work. It is anticipated that the construction period for

the project will be 12 months 365 days) for substantial completion and 30 additional days for final completion for a total construction duration of 395 days.

- The Consultant will provide general services during construction as described herein. In the performance of its services during the Construction Phase, the Consultant shall not supervise, direct or have control over Contractor's work nor shall the Consultant have authority over or responsibility for the means, methods, techniques, sequences, procedures of construction or safety precautions and programs incidental to the work selected by the Contractor's, or for any failure of the Contractor's compliance with laws, rules, regulations, ordinances, codes or orders applicable to Contractor's.

810 Administration of Construction Contract

As part of general administration of the construction contract, the Consultant will consult with and advise the City and act as its representative during the construction period. The Consultant will provide contract administration and general services required for the Project, including:

- As City's representative for the duration of the construction contract, all communications to and from the contractor shall go through the Consultant. On behalf of the City, the Consultant shall administer the construction contract, respond to Contractor's correspondence, and issue instructions from the City;
- Prior to pre-construction meeting, prepare a list in spreadsheet format of required shop drawing submittals, a list of required testing procedures (field tests, shop tests, and performance tests), a list of required warranties, and a list of required material samples and distribute these lists to all parties. These lists shall be inclusive of all submittals required as part of the Contract Documents. Additionally, these lists shall be updated as needed throughout the construction process and shall be used to track dates and approvals of actual submittals;
- Hold a pre-construction meeting and monthly progress meetings that address critical schedule requirements, payment procedures, emergency procedures, schedule updates, coordination issues, change orders, quality assurance testing approvals, and any other issues related to completion of the project. One pre-construction meeting and 6 monthly progress meetings are budgeted.
- Document and store all project related files in SharePoint. This includes but is not limited to, logs, submittals, emails, record drawings, meeting minutes, all quality testing results, change orders, potential change orders, requests for information, monthly schedule updates, monthly progress meeting minutes, other meeting minutes, monthly work summary spreadsheets, pay applications, permits, decisions, deliverables etc. The Consultant may place a portion of the burden on the CONTRACTOR through the construction documents, but the Consultant is ultimately responsible in ensuring that all documents are loaded. Consultant is responsible for ensuring that all documents loaded are in final approved format All documents should be loaded within seven (7) days to SharePoint. Consultant is responsible for checking the site monthly and addressing any deficiencies to ensure all content is current, follows the City's standard naming convention for documents, and that all content is loaded under the most appropriate category for each document.

Consultant is responsible for breaking out documents such as invoices, monthly progress reports, schedules, etc. into separate categories and not scanning and loading multiple category documents in one file so they can easily be found by searching in categories and by document name.

820 Submittal & Review of Applications for Payment

- Based on on-site observations and review of the applications for payment with the accompanying data and schedules, the Consultant will determine the amounts payable to Contractor on a monthly basis. The Consultant will then recommend by email to the City, payments reasonably due to Contractor.
- The Consultant will review and approve (or take other appropriate action with respect to) Shop Drawings and samples, the results of tests and inspections, post rehabilitation data and media, bypass plans, dewatering plans, site management plans and all other data that the Contractor is required to submit for conformance with the Contract Documents; and receive and review (for general content as required by the Specifications) maintenance and operating schedules and instructions, guarantees, bonds and certificates of inspection which are to be assembled by the Contractor in accordance with the Contract Documents, and transmit them to the City with written comments.
- The Consultant will issue necessary interpretations and clarifications of the Contract Documents; have authority, as the City's representative, to require special inspection or testing of the work; act as initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the work thereunder, and make decisions on all claims of the City and Contractor relating to the acceptability of the work or the interpretation of the requirements of the Contract Documents pertaining to the execution and progress of the work.
- Work Change Directives will be issued to document required work not contained in the contract documents. A log of changes shall be kept on SharePoint. This scope does not include reissuing the drawings.

830 Change Orders and Time Extensions

- The Consultant will provide services in connection with up to (3) change orders to the Construction Contract to reflect minor changes or deletions requested by the City/Consultant or the Contractor and make revisions to Drawings and Specifications occasioned thereby. An accurate listing of additional costs and credits as a result of change orders will be maintained by the Consultant. Upon receipt of a requested change order, the Consultant will review it in detail and then discuss it with the City, and, together, will determine the manner in which to proceed. Larger changes or claims asserted by Contractor and major redesigns requested by the City or Contractor may require additional analyses or evaluation beyond the scope of this Contract. A log of all change orders and time extensions pending and approved shall be maintained as a part of the monthly construction progress meeting minutes.

840 Quality Assurance Testing

- The Consultant will specify the quality assurance testing that is necessary for the project in the construction specifications relative to its designs and as defined in the City specifications. Consultant is responsible for ensuring that all tests required during the construction project are enforced, documented, logged, and all logs and documents are loaded into SharePoint.

850 Site Visits and Observations by Engineer

- Construction Observation: Consultant's project engineer will visit the site (excluding visits coinciding with monthly progress meetings) to observe the progress and quality of the executed work of the Contractor and to determine, in general, if such work is proceeding in accordance with the Contract Documents. During Consultant's visits, and on the basis of on-site observations, Consultant will keep the CITY informed of the progress of the work, will endeavor to guard the Client against defects and deficiencies in such work, and may recommend to the CITY disapproval or rejection of work failing to conform to the Contract Documents. Considering the complexity of this work and its location, this scope includes the following time for observation of construction for 12 months:
- Sr PM/Team Leader – up to 4 site visits (3 hrs each)
- Project Manager – up to 8 site visits (3 hrs each)
- Project Engineer/Field Representative -5 hours/month (60 hrs total)
- If additional site visits are required, this contract will be amended to provide such additional services.

Task 900 – Full Time Construction Inspection (Not Applicable)

Task 1000 – Project Close-out

1010 Record Drawings

Consultant will prepare record drawings in electronic format as approved by the City and in accordance with the City's record drawing standards. The final record drawings will be delivered in electronic format compatible to the CITY's GIS system.

1020 Punch List and Final Inspections

- The Consultant will conduct a walk-through inspection with the Contractor and the City to determine if the Project has reached substantial and/or final completion and prepare a punch list of work items remaining. The Consultant will conduct one final inspection to determine if the work is acceptable so that the Consultant may recommend, in writing, final payment to the Contractor and may give written notice to the City and the Contractor that the work is acceptable. The Consultant will observe the work of the Contractor to see that it has been completed in substantial accordance with respect to the Drawings and Specifications prepared by the Consultant.

1030 O&M Submittal

- At the conclusion of the project, the Consultant will receive (six hard copies and three electronic copies of O&M Manuals), review and transmit to the City and uploaded into the SharePoint.

1040 Digital Information Submittal (See 1010 above)

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

- At the conclusion of the project, the Consultant will receive, review and transmit to the City with written comments all guarantees, bonds, and certificates that are required by the Contract Documents. ALL database submittals shall meet the City's formatting and naming requirements and include all fields defined by the City. Any tables created as a part of the record drawings shall also be submitted in Excel format and loaded to SharePoint.

TASK 1100 – Additional Services

1110 General Task

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

- Additional asset evaluation, rehabilitation, or design outside of the anticipated project limits
- Additional Surveying outside original scope or for Record Drawings.
- Additional Construction Services beyond the hours and time allotted under Task 850 in this agreement.
- Flood Study or Flood Impact Analysis.
- Professional engineering services related to additional or extended design and bidding services. Bidding services are based on a forty-five (45) day advertisement period.
- Additional meetings with homeowners and agencies beyond those scheduled in the agreement.
- Additional property research and easement exhibits, other than outlined herein.
- Environmental assessments to include surveys/studies for threatened or endangered species, or historical/cultural resources.
- Additional permitting (e.g. Individual Permits, State Navigable Waters, FEMA Floodplain, Riparian Buffers) or permit fees beyond the amount listed in Task 650.
- Compensatory mitigation for wetlands impacts.
- Modifications to the design after 90% design review comments have been received and addressed.

- Multiple bid packages. It is assumed a single bid package/construction contract for this project, and the project will not be broken into phases of construction.
- Changes to the design during construction that are related to unknown site conditions or other onsite projects.
- Items added outside of the Scope of Services outlined herein.
- Geotechnical work or testing during construction.
- Pay permit fees in excess of the projected fees listed in Task 620 above.
- Easement exhibits are not included in this scope as all activity is expected to take place on the existing property owned by the CITY.
- New pump station wetwell, grinder, or generator building. Existing structure is expected to remain.

ATTACHMENT A TO EXHIBIT A

RESPONSIBILITIES OF THE OWNER

The responsibilities of the CITY as described in Exhibit A are amended and supplemented as follows: The CITY agrees to perform the following:

- Provide assistance in gaining access to all sewers and sewer easements for which field services will be provided.
- Provide access to locked manholes, fences, and buildings.
- Respond to requests for information and review deliverables in a timely manner.
- Pay all permitting and other local fees that may arise from the work beyond what is assumed in Tasks 610 and 620.
- Provide independent quality assurance testing required by the specifications or deemed reasonable by Consultant and CITY.
- Provide data as requested, if available. This data to include, at a minimum;
 1. Mill Creek Hoist Upgrade Project Drawings
 2. Geotechnical Report from Hoist Upgrade
 3. Diesel Tank Dimensions or Cut Sheet
 4. Existing Hoist Specifications
 5. Bypass Pump Specifications
 6. Pump Building Fan Manufacturer and Model Number, if visible
 7. Electrical Drawings and Existing Panel Manufacturer and Model Number, if visible
 8. Hydraulic Model Report with ADF and PDF
 9. Current system model from 30" FM Design
 10. Record Drawings and Survey Data from 30" FM Project
- Provide site topographic survey, survey notes, and point files.
- I/O list for SCADA from CITY's System Integrator.

EXHIBIT B

COMPENSATION

City of Columbia
CIP # SS7497
MILL CREEK PUMP STATION
MISCELLANEOUS IMPROVEMENTS PROJECT

Compensation for services as outlined in Exhibit A, Scope of Services, is estimated to be a total of \$294,115.00. This includes \$202,310.00 for Tasks 100 through 700 and \$61,805 for Task 800 and 1000. All services for this project are lump sum tasks. Lump Sum, Expense, and Hourly tasks are clearly labeled in the chart below.

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

Task	Description	Unit*	Weston & Sampson (Mentor) Amount	Carper Civil Consulting (Protégé) Amount	Howard Engineering (Sub)	Total New Contract Amount
100	Evaluation and Design Phase Administration	LS	\$17,490	\$1,500		\$18,990
200	Preliminary Planning, Investigation, Engineering and Feasibility Study	LS	\$29,305	\$5,000		\$34,305
300	Survey and Utility Mapping	LS	\$ 935	\$3,200		\$4,135
400	Geotechnical Investigation	LS	\$250	\$2,500		\$2,750
500	Final Design	LS	\$64,540	\$ 37,000	\$20,000	\$ 121,540
600	Permits and Property	LS	\$1,920	\$4,000		\$ 5,920
700	Bidding and Award	LS	\$14,670			\$14,670
800	Engineering Services During Construction	LS	\$ 48,090			\$48,090
900	Not Included	-				\$0
1000	Project Closeout	LS	\$12,915	\$800		\$13,715
1100	Additional Services	HR	\$24,000	\$6,000		\$30,000
Total Contract			\$214,115	\$60,000	\$20,000	\$ 294,115
Percentage of Contract			72.8%	20.4%	6.8%	

Notes:

*LS = Lump Sum

*HR = Hourly Time Plus Expenses

*EX = Expenses

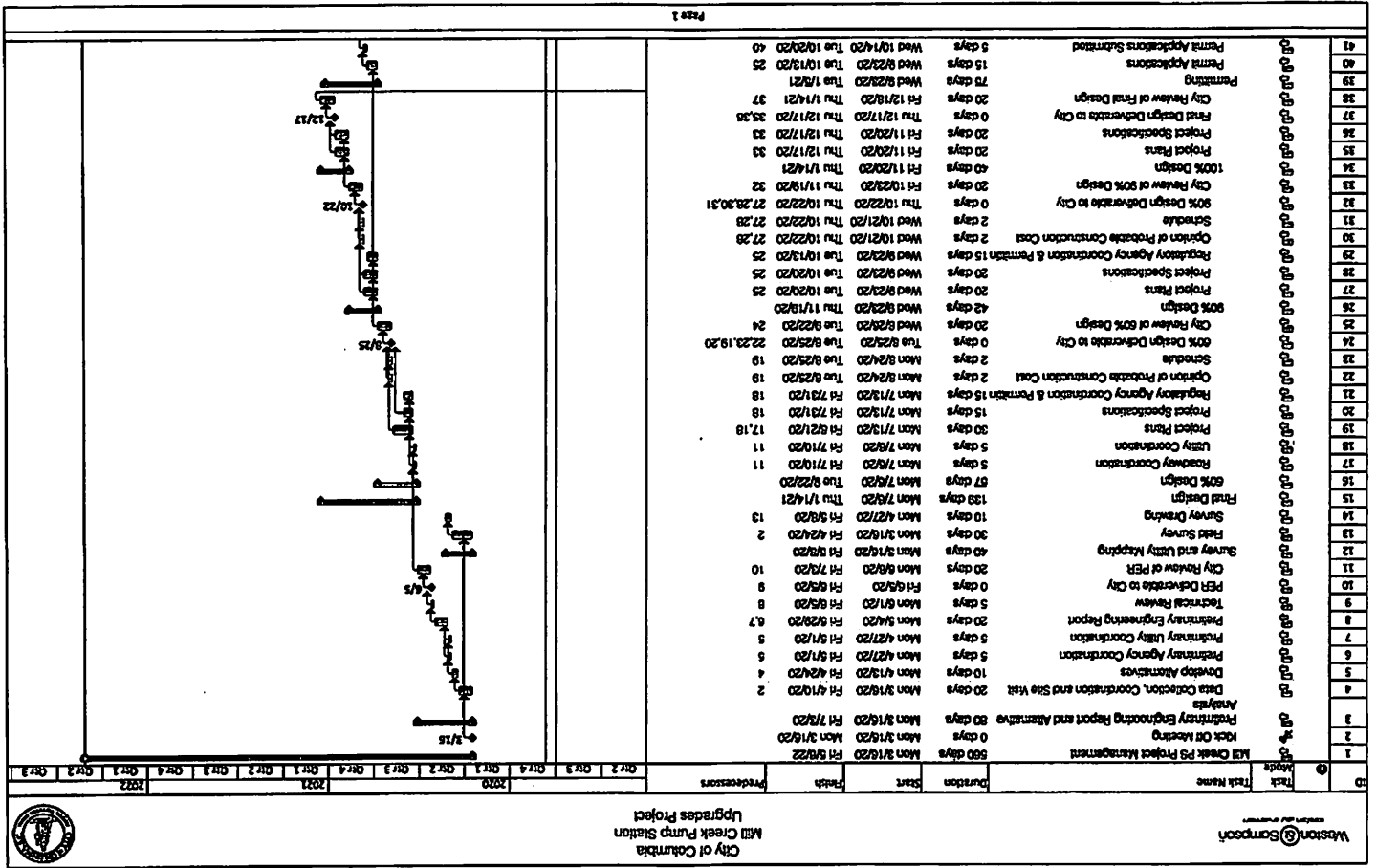


Exhibit C

Weston & Sampson Engineers, Inc.
 Mill Creek Pump Station (MCPS) Miscellaneous Improvements Project-SS7497
 Page 2 of 2

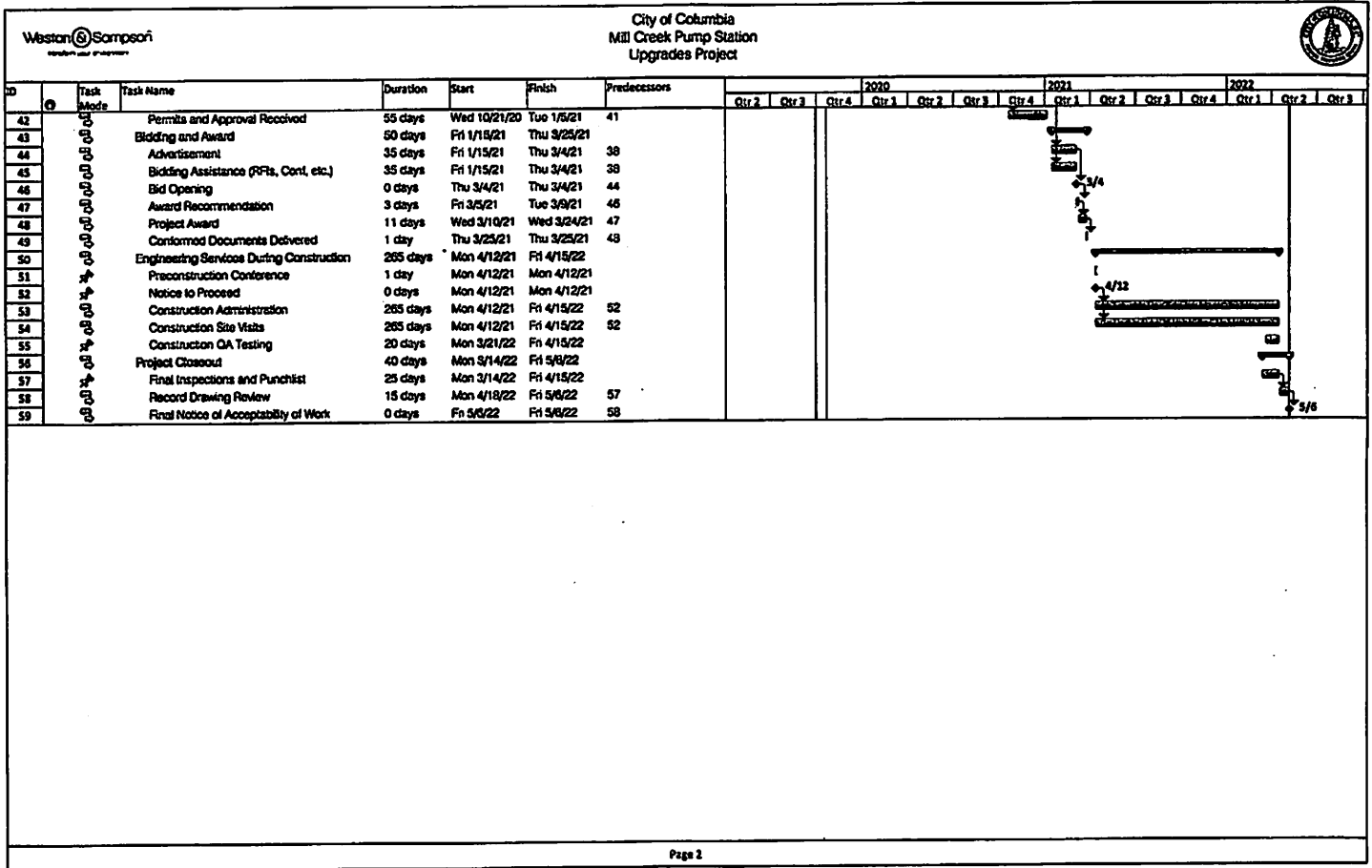


Exhibit D

Business Information Record for Subconsultants/Subcontractors

The Bidder shall list all subcontractors and vendors, who will be providing subcontracting services, furnishing materials, etc. for this project. The list shall be submitted in the format provided below. Any proposed changes from the list shall be submitted in writing to the Owner prior to initiation of any action, with the reason for proposed changes.

MUST BE TYPED AND REFLECT ONLY THOSE PROVIDING A SERVICE "NO LINE STRIKE THROUGH"

Business Name (as shown on W9 or SAM.gov) / DUNS # & CAGE # (If Applicable)	City of Columbia Vendor number	Services and/or Materials Provided	Cost of Services and/or Material (\$ Value)	Percentage of Total Contract	MBE, WBE, SBE, DBE, LBE, CDBE (indicate all that apply)	Minority Association Code (if applicable - Use 2 letter Code - See Key Below)
Carper Civil Consulting, LLC	V015981	Engineering Design	\$ 60,000	20.4%	WBE	
Howard Engineering, Inc. DUNS # 961613825 CAGE# 7NMR0	V011110	Engineering Design	\$ 20,000	6.8%	WBE	
Chao & Associates DUNS # 189168735 CAGE# 3HMY5		Engineering Design	(Sub under Carper. \$ 25,000 to Chao is included in Carper)	8.5%	MBE	
				%		
				%		

Key: Minority/Women Owned Business Enterprise Association Code

AF – Asian American Female	AM – Asian American Male	BF – African American Female
BM – African American Male	FB – Non-Minority Female Owned	HF – Hispanic American Female
HM – Hispanic American Male	NF – Native American Female	NM – Native American Male

COMBINED TOTAL SUB AMOUNT \$ 88,000

TOTAL CONTRACT AMOUNT: \$ 294,115

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

Business Name: Weston & Sampson Engineers Inc

Representative Name/Title: Meghan Moody, PE, Team Leader

Date: _____

Business Information for Subconsultants/Subcontractors- Continued

List information for each Subcontractor or Subconsultant below.

1) Subcontractors Company information (Primary/Main office location)

Carper Civil Consulting, LLC

Company Name

2547 Josiah Street, Charleston, SC 29492

Physical Address

Same

Mailing Address

Charleston, SC 29492

City/State Zip Code + 4

(843) 566-2317

Phone number

()

Fax number

Lauren Carper, PE

Primary Contact Name

Jeff Carper

Secondary Contact Name

Lauren@carpercivilconsulting.com

Primary Contact Email Address

Jeff@carpercivilconsulting.com

Secondary Contact Email Address

82-2062965

Federal ID #

V015981

Vendor #

2) Subcontractors Company information (Primary/Main office location)

Felkel & Hastings

Company Name

2725 Cypress Street, Columbia, SC 29205

Physical Address

Mailing Address

Columbia, SC 29205

City/State Zip Code + 4

(803) 771-0185

Phone number

()

Fax number

Primary Contact Name

Secondary Contact Name

Primary Contact Email Address

Secondary Contact Email Address

Federal ID #

Vendor #

3) Subcontractors Company information (Primary/Main office location)

Howard Engineering, Inc.

Company Name

5 River Ridge Road, Marietta, SC 29661

Physical Address

P.O. Box 237, Marietta, SC 29661

Mailing Address

Marietta, SC 29661

City/State Zip Code + 4

(864) 836-0440

Phone number

()

Fax number

Amy Howard, PE

Primary Contact Name

Secondary Contact Name

AHoward@howardengineering.com

Primary Contact Email Address

Secondary Contact Email Address

57-1038251

Federal ID #

V011110

Vendor #

4) Subcontractors Company information (Primary/Main office location)

Chao & Associates Inc.

Company Name

7 Clusters Ct., Columbia, SC 29210

Physical Address

Mailing Address

Columbia, SC 29210

City/State Zip Code + 4

(803) 772-8420

Phone number

()

Fax number

Primary Contact Name

Secondary Contact Name

Primary Contact Email Address

Secondary Contact Email Address

Federal ID #

Vendor #



CITY OF COLUMBIA

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

MENTOR PROTÉGÉ PROGRAM Implementation Plan

Date: 2/17/2020

Project Number: SS7497

Mentor: Weston & Sampson Engineers, Inc.

Project Name: Mill Creek Pump Station

Protégé: Carper Civil Consulting, LLC

Duration of the Project: 25 months

Project Contract Amount: \$ 294,115.00

Protégé Amount: \$ 60,000.00

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

1. How do the Mentor and Protégé intend to work together on the designated project?

Address contractual relationship, general roles and informal teaming arrangements.

Carper Civil Consulting (CCC) has a Master Services Agreement with Weston & Sampson. The Agreement describes the terms of payment, costs for services, and outlines the method for delivering task orders. The Mill Creek Pump Station project will be a specific task order under the Agreement. The Task Order will specify the tasks, schedule, and fee.

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

Project Tasks have been allocated to support participation to meet utilization goals. Weston & Sampson will utilize CCC as an extension of staff and will provide the same daily support, communication, training, work planning, and weekly safety training to ensure successful completion. Weston & Sampson and CCC will work together closely on all aspects where service is provided through a Work Order for the project. Weston & Sampson will also work with CCC to implement a QA/QC Program to ensure that all work is accurate and verified. This will continue to build CCC's confidence with the City of Columbia and lead to additional opportunities.

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

Weston & Sampson will provide assistance in best practices in engineering, permitting, and inspection services, along with the availability to use and be trained on new equipment and technology. Weston & Sampson will provide assistance with project management, scheduling, and technical training in order to continue to aid in the development of CCC's business. Opportunities for growth will be explored through assisting with business development practices.



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Compliance Division

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Phone: 803-545-3049 Fax: 803-545-4130

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

Mentor:

Bob Horner - Vice President and other key staff at Weston & Sampson

Protégé:

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

Subcontractors:

Chao & Associates

Special Arrangements:

CCC will engage subconsultants for structural design of the hoist and platform.

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

a. Description of Mentor's responsibilities:

Project Management, Engineering Design, Bidding and Award

b. Description of Protégé's responsibilities on project:

Engineering Design, Permitting Services, and Management of sub-consultant

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

Project Management, Engineering Design, Permitting Services

6. What is the anticipated duration (in months) of each major phase of the project? During which phases will the Protégé be utilized?

Evaluation and Design Phases - 4 months; Final Design - 6 months; General Administration of Construction Contract - 13 months. CCC will be primarily utilized during the Evaluation and Design Phases of the project.



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Compliance Division

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7. How will the team comply with and maintain the focus on the requirements of the program for the duration of the project?

Weekly project status meetings and monthly progress meetings and reporting.

8. What are the team's specific, quantitative goals and milestones for the current project?

To complete project tasks on schedule and within budget.

9. Outline of Regularly Scheduled meeting between Mentor and Protégé (Progress reporting).

Kick off meeting, weekly project status meetings, monthly progress meetings, and complete reports.

10. Define payment schedule and financial terms identifying milestones for initial, progress and final payments.

CCC will submit a monthly invoice to WSE. WSE will include the invoice on their next monthly invoice to the City. CCC will be paid within 10 business days of City payment to Weston & Sampson.



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11. List the Subcontractors that will be used on this project, as well as the information requested below: (The Subcontractor(s) listed below will NOT consist of your Protégé.)

Subcontractor's Name	Telephone	Address	Who will they report to?	Contract Amount	MPP, MBE, WBE, SBE	Percentage of Contract
Chao & Associates	803.772.8420	7 Clusters Ct Columbia, SC 29210	CCC	\$25,000.00	MBE	8.5%
Howard Engineering	864.836.0440	5 River Ridge Rd Marietta, SC 29661	Weston & Sampson	\$20,000	WBE	2.7% corrected to 6.8%

12. What percentage of the project is being implemented by the Protégé? Must equate to a minimum of 20% of total contract amount.

Protégé Contract Value: \$ 60,000.00

Percentage of Contract: 20.4% (Minimum of 20% of total contract amount is required)



CITY OF COLUMBIA

Department of Utilities and Engineering
Compliance Division
P.O. Box 147 | Columbia, South Carolina 29217
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MENTOR-PROTEGE IMPLEMENTATION PLAN SIGNATURE SHEET

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by their proper officials thereunto duly authorized as of the dates below indicated:

EXECUTED by NESBITT SIMPSON (Mentor Firm) this 18th day of FEB 2020.
Corporate SEAL

By: [Signature]
Title: SC REGIONAL MGR

ATTEST:

By: [Signature]
Title: Team Leader

EXECUTED by Carper Civil Consult. (Protégé Firm) this 17th day of February 2020.
Corporate SEAL
By: Lauren Carper
Title: Principal

ATTEST:

By: Jeff Carper
Title: Vice President



RECOMMENDED FOR APPROVAL:

EXECUTED by the Department of Utilities & Engineering, Compliance Division on this 18 day of February, 2020.

By: [Signature]
Title: Compliance Administrator

Weston & Sampson Engineers, Inc.
 Mill Creek Pump Station (MCPS) Miscellaneous Improvements Project-SS7497
 Page 1 of 2

Invoicing Procedure: Exhibit F

1. The City's Project Manager or his/her designee must review all invoices prior to payment.
2. The Consultant's invoice must contain sufficient detail by task and resource and should be easily traceable to the work completed on the project schedule. Descriptions used in the project schedule shall match those descriptions contained in the Engineer's invoice.
3. The work completed on the Consultant's project schedule must be the basis for full or a percentage of payment for work completed on the Consultant's invoice.
4. The Consultant will not request payment for taxes on Professional Services, labor or installation fees.
5. The Consultant will not invoice, or request payment for any equipment or services that may be specified in this Agreement prior to the delivery of said equipment or performance of said services.
6. The Consultant shall adhere to an agreed-upon delivery schedule for equipment and/or services. This is to ensure that the City does not pay for the advanced delivery of equipment that was not approved for delivery and/or have to warehouse or make space for unanticipated equipment deliveries. Exceptions to this requirement must be approved by the City's designated Project Manager and Purchasing Agent in writing.
7. All invoices shall include a valid Purchase Order number on the bill. If an approved emergency purchases are required for any reason before a purchase order number is available, a copy of the emergency request for purchase should accompany the Engineer's invoice.
8. The Consultant shall name a representative that will be responsible for reviewing all invoicing concerns that the City may have regarding this project.
9. The Consultant shall submit receipts for all actual expenses.
10. Travel expenses including airfare and car rental shall be invoiced at cost without markup and with approved documentation (Note: This section does not apply to travel within the Columbia region for work being performed for the Agreement. It pertains to approved travel to and from Columbia if necessary to fulfill the terms of the Agreement.). Travel expenses apply only if applicable and approved by the City.
11. Lodging shall be invoiced up to the per diem rate according to the General Services Administration (GSA) rates established at www.gsa.gov, based on the date of travel. Lodging expenses apply only if applicable and approved by the City.
12. Field documents and other equipment/supplies shall be invoiced at cost only, with no markup, and the invoice must be submitted with approved documentation (packing slip/vendor invoice).
13. Other required non-labor expenses that may be applicable to the project and pre-approved by the City's designated Project Manager shall be invoiced at cost only, with no markup, and the invoice must be submitted with approved documentation (packing slip/vendor invoice).
14. Each invoice/payment request shall identify the percentage and dollar amount that will be paid to the Subconsultant and/or vendor for work performed and materials/products furnished. If required, the Consultant shall submit supporting documentation as required by the designated point of contact to support the amount being invoiced.
15. The Consultant shall provide the names of the Subconsultants and/or vendors and a description

Weston & Sampson Engineers, Inc.
Mill Creek Pump Station (MCPS) Miscellaneous Improvements Project-SS7497
Page 2 of 2

of the work performed in the invoice/request for payment. The Consultant shall also provide a breakdown of the supplies and materials being billed by each Subconsultant and/or vendor and the dollar amount to be reimbursed by the City.

16. All invoices are to be mailed to P O Box 149, Columbia, SC 29217. We do offer the ability to email invoice to: AccountsPayable@columbiasc.gov.

Weston & Sampson Engineers, Inc.
 Mill Creek Pump Station (MCPS) Miscellaneous Improvements Project-SS7497
 Exhibit G
 Page 1 of 1

EXHIBIT G - PROMPT PAYMENT AFFIDAVIT

Consultant will place a check in the appropriate box below that applies to this payment request.

Re: Payment Request No. _____

I, _____ (Name), the _____ (Title - e.g., President, Vice President, etc.) of _____ ("Company"), do state the following with regard to payments made under Contract No. _____ ("Contract"):

1. ____ Subconsultant, at the first tier, both DBE and non-DBE, who completed work and were listed for payment on the prior Payment Request No. _____, were paid no later than twenty (20) calendar days after Company received payment from the City.
2. ____ Copies of invoices and cancelled checks for Subconsultant at the first tier who were paid under the prior payment request have been delivered or mailed to the Construction Management Division. In addition, Company has attached to the current Payment Request all lien waivers for prior subcontractor payments and any other documentation required by the City. (Failure to attach all required documentation to the Payment Request or forward cancelled checks and invoices to the City's Construction Management Division may cause the Payment Request to be rejected by City.)
3. ____ All retainage amounts withheld from any Subconsultant who satisfactorily completed its portion of the contract work, including punch list items, were paid to the Subconsultant(s) no later than fourteen (14) calendar days after it satisfactorily completed its work, whether or not City has paid said retainage amounts to Consultant. Attach a copy of the cancelled check evidencing payment of each retainage amount.
4. ____ There was no delay in or postponement of any payment owed to a Subconsultant, whether periodic payment or retainage amount, except for good cause and after receipt of prior written approval from the City.

Attach a copy of the written approval from the City of Columbia.

 Company Name

 Signature

 Print Name

Date: _____

Subscribed and sworn to before me this ____ day of _____ 20__.

 Notary Public



We Are Columbia

MEETING DATE: May 12, 2020

DEPARTMENT: Procurement and Contracts

FROM: Sandra Wright, Purchasing Agent

SUBJECT: Council is asked to approve a Contract for Project WM4534; Water Main Repairs for Water Maintenance, as requested by Columbia Water. Award to North American Pipeline Management, Inc. in an amount not to exceed \$345,906.00, which includes contingency. This firm is located in Greenville, SC.

REQUISITION NO.: R203831

FUNDING SOURCE & ORIGINAL BUDGET: Funding Source: Engineering Water System Improvements (5516220-WM453401-638500). The original budget amount is \$476,077.80.

BUSINESS PROGRAM: Mentor Protege Program

CLEAN WATER 2020?: No

FOCUS AREAS: Innovative & High Quality Municipal Services

PURPOSE:

This is a Mentor Protégé Program project. North American Pipeline Management, Inc., a Minority Business Enterprise (Woman) of Greenville, SC, is the Mentor and will be performing water line repairs at 80% (\$230,604.00) of the total contract value. Southern Roots Landscape Management, LLC of Columbia, SC is the Protégé and will be performing miscellaneous pipe work, trucking and restoration at 20% (\$57,651.00) of the total contract value.

There were four (4) responsive and responsible bids received for this project under Bid049-19-20-CE. The total construction time allocated for this project is sixty (60) consecutive calendar days after the Notice to Proceed is issued.

Base Bid	\$288,255.00
Contingency (20%)	\$ 57,651.00
Total	\$345,906.00

ATTACHMENTS:

- Contract with Legal approval Bid049-19-20-CE WM4534 MPP (PDF)
- Bid Tabulation BID049-19-20-CE Official (PDF)
- Compliance Memo (PDF)
- MPP Implementation_Plan (PDF)
- NAPM BIR Form (PDF)
- Site Map (PDF)

CONTRACT

City of Columbia, South Carolina

WM4534

Citywide Water Main Repairs for Water Maintenance (West) MPP

BID 049-19-20-CE

This Contract is made by and between the City of Columbia, Columbia, South Carolina, hereinafter called Owner, and **North American Pipeline Management, Inc.** with legal address and principal place of business at **12 E. Montclair Ave., Greenville, SC 29609**, hereinafter called Contractor. Owner and Contractor in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE 1. WORK.

1.1 Contractor shall perform the Work as specified or indicated in the Contract Documents.

ARTICLE 2. ENGINEER.

2.1 The Project has been designed by **City of Columbia**.

ARTICLE 3. CONTRACT TIME.

3.1 The Contract Time shall be **sixty (60)** consecutive calendar days from the said date of commencement as defined in the Notice to Proceed (NTP) to fully complete the amount of work herein contemplated.

3.2 Contractor agrees that the Work shall be prosecuted regularly, diligently and uninterruptedly and at such rate of progress as will insure full completion thereof within the Contract Time stated above. It is expressly understood and agreed, by and between Contractor and Owner that the Contract Time is reasonable for the completion of the Work, taking into consideration the average climatic range and usual industrial conditions prevailing in this locality.

ARTICLE 4. CONTRACT PRICE.

4.1 Owner will pay Contractor for performance of the Work in accordance with the Contract Documents in current funds at the contract price agreed upon in the Contractor's Bid Form attached to this Contract which establishes the contract price as **Two Hundred Eighty-Eight Thousand Two Hundred Fifty-Five Dollars and Zero Cents (\$288,255.00)**.

ARTICLE 5. APPLICATIONS FOR PAYMENT

5.1 Contractor shall submit Applications for Payment in accordance with Part 15 General Specifications of the City's Engineering Regulations. Applications for Payment will be processed as provided in the Conditions of the Contract.

City of Columbia, SC
8/07/2017

ARTICLE 6. PROGRESS AND FINAL PAYMENTS

6.1 Owner will make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment, monthly during construction as provided below. All progress payments will be on the basis of the progress of the Work measured by the schedule of values provided for in the General Specifications.

6.2 Upon final inspection and acceptance of the Work, in accordance with Part 15 General Specifications, Owner will pay the remainder of the Contract Price.

ARTICLE 7. LIQUIDATED DAMAGES

7.1 Owner and Contractor recognize that time is of the essence of this Contract and that Owner will suffer financial loss if the Work is not completed within the Contract Time (and specific milestones) specified in Article 3 above, plus any extensions thereof allowed. They also recognize the delays, expense and difficulties involved in proving, in a legal proceeding, the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay Owner **Two Hundred Fifty Dollars and Zero Cents (\$250.00)** per day for each calendar day of delay until the Work is complete.

7.2 This liquidated damages provision is non-exclusive and not intended to limit Owner's remedy for breach of this Contract or delay in Contract Times.

ARTICLE 8. ASSURANCE

8.1 Contractor has familiarized himself with the nature and extent of the Contract Documents, Work, locality, and with all local conditions and Federal, State and local laws, ordinances, rules and regulations that in any manner may affect cost, progress or performance of the Work.

8.2 Contractor has studied carefully all reports of investigations and tests of subsurface and latent physical conditions at the site or otherwise affecting cost, progress or performance of the Work that were relied upon by Engineer in the preparation of the Drawings and Specifications and which have been identified in Contract Documents.

8.3 Contractor has made or caused to be made examinations, investigations and tests and studies of such reports and related data [in addition to those referred to in the above paragraph] as Contractor deems necessary for the performance of the Work at the Contract Price within the Contract Time and in accordance with the other terms and conditions of the Contract Documents; and no additional examinations, investigations, tests, reports or similar data are or will be required for such purposes.

8.4 Contractor has correlated the results of all such observations, examinations, investigations, tests, reports and data with the terms and conditions of the Contract Documents.

8.5 Contractor has given Engineer written notice of any conflict, error or discrepancy that Contractor has discovered in the Contract Documents and the written resolution thereof by Engineer is acceptable to Contractor.

8.6 Contractor agrees that the Contract Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance of the Work.

ARTICLE 9. CONTRACT DOCUMENTS.

9.1 Contractor agrees, under the terms as stated in the Specifications and Contract Documents and at his/its/their own proper cost and expense, to furnish all the materials, supplies, machinery, equipment, tools superintendence, labor, insurance, and other accessories and services necessary to complete the said project in accordance with the conditions and prices stated in the Proposal, the Instructions to Bidders, the General Conditions of the Contract or General Specifications, the construction specifications, provisions of the Contract Documents, the plans, which include all maps, plats, blue prints, and other drawings and printed or written explanatory matter thereof.

9.2 The Contract Documents that comprise the Contract between Owner and Contractor are attached hereto and made a part hereof and consist of the following:

9.2.1 Invitation For Bid.

9.2.2 Instructions To Bidders.

9.2.3 Bid Form.

9.2.4 This Contract.

9.2.5 Performance and Payment Bond.

9.2.6 Part 15 "General Specifications", Part 16 "Specifications for Water Distribution System, Materials, and Construction", Part 18 "Specifications for Roadway Improvements, Materials, and Construction", Part 20 "Specifications for Sodding, Fertilizing and Seeding" all of the City of Columbia's Engineering Regulations.

9.2.7 Special Provisions.

9.2.8 Site Map, numbered pages 1 through 10, inclusive.

9.2.9 Any modification, including Change Orders, duly delivered after execution of Contract.

9.2.10 The Mentor Protégé Program (MPP) Guidelines and the Mentor Protégé Program (MPP) Implementation Plan.

ARTICLE 10. TERMINATION

The City shall, at its sole option and discretion, have the right to terminate this contract for any reason whatsoever by providing the Contractor with a notice of termination to be sent by registered mail, return receipt requested. Whenever the Contractor is terminated for convenience under this clause or is wrongfully terminated under any other clause of this contract, the Contractor shall only be entitled to the actual direct costs of all labor and material expended on the job prior to the effective date of the termination plus 15% or the Contractor shall be entitled to be paid a pro-rate percentage of the total contract price which is equal to its percent of completion, whichever of the two methods provides the lowest sum to be paid to the Contractor. In no event shall the Contractor be entitled to anticipatory profit or damages for any termination under this clause. In no event shall the Contractor be entitled to assert a claim in quantum meruit or any other measure of damages other than that stated herein.

City of Columbia, SC
8/07/2017

ARTICLE 11. MISCELLANEOUS

11.1 Terms used in this Contract that are defined in Part 15 General Specifications shall have the meanings assigned in the Conditions of the Contract.

11.2 Neither Owner nor Contractor shall, without the prior written consent of the other, assign or sublet in whole or in part any interest under any of the Contract Documents; and, specifically but without limitation, Contractor shall not assign any monies due or to become due without the prior written consent of Owner. In case Contractor assigns all or any part of any monies due or to become due under this Contract, the instrument of assignment shall contain a clause substantially to the effect that it is agreed that the right of the assignee in and to any monies due or to become due to Contractor shall be subject to prior claims of all persons, firms and corporations for services rendered or materials supplied for the performance of the Work called for in this Contract.

11.3 Owner and Contractor each binds himself, his partners, successors, assigns and legal representatives in respect to all covenants, Contracts and obligations contained in the Contract Documents.

11.4 The Contract Documents constitute the entire Contract between Owner and Contractor and may only be altered, amended or repealed by a Modification.

11.5 This Contract does not commit the City of Columbia to pay for any pre-bid costs. Any costs associated with IFB preparation, pre-bid conferences and any other activity prior to award of a contract shall be at the bidder's expense. Rooms, meals, travel, telephone, data processing, administrative and clerical costs associated with the project shall be at the bidder's expense.

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

Contractor

BY

(CORPORATE SEAL)

Attest

Address for giving notices:

Date: _____

Owner

City of Columbia, SC

BY

Teresa Wilson, City Manager

(CORPORATE SEAL)

Attest

Address for giving notices:

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

Date: _____

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

APPROVED AS TO FORM



Legal Department City of Columbia, SC

Event Number	BID049-19-20-CE Addendum 2	Organization	City of Columbia, SC
Event Title	Citywide Water Main Repairs for Water Main	Workgroup	Purchasing
Event Description	The non-mandatory but highly recommended	Event Owner	Ciera Ellis
Event Type	IFBs	Email	ciera.ellis@columbiasc.gov
Issue Date	3/13/2020 04:35:34 PM (ET)	Phone	(803) 545-3476
Close Date	3/25/2020 11:00:00 AM (ET)	Fax	

Responding Supplier	City	State	Response Submitted	Lines Responded	Response Total
North American Pipeline Manag	Marietta	GA	3/25/2020 10:41:34 AM (ET)	1	\$288,255.00
Shady Grove Construction, LLC	Irmo	SC	3/25/2020 10:08:26 AM (ET)	1	\$427,277.00
Carolina Tap & Bore, Inc.	West Columbia	SC	3/25/2020 10:39:20 AM (ET)	1	\$447,200.00
Stutts & Williams, LLC	Lexington	SC	3/25/2020 10:30:53 AM (ET)	1	\$493,399.00

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



CITY OF COLUMBIA

INTER-OFFICE MEMORANDUM

TO: Juliet Nelly, Program Compliance Administrator

FROM: Gary Porth, Construction Procurement Manager
Department of Procurement and Contracts

DATE: April 6, 2020

SUBJECT: PROJECT: BID#049-19-20-CE – Citywide Water Main Repairs for Water Maintenance (West) (WM4534)

Bids for this project were opened publicly at 11:00 A.M., March 25, 2020.

Bids submitted for the referenced project were in participation with the Mentor Protégé Program (MPP). The apparent *responsive* low bidder is North American Pipeline Management, Inc. of Greenville, SC at \$288,255.00.

Please review for Mentor Protégé Program compliance and return your approval as soon as possible. Also, please verify the percentages listed on the Business Information Record and check for consistency to the noted dollar amount.

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

Thank You.

Review Approved: *Juliet M. Nelly* DATE: 04/07/2020
Juliet Nelly, Compliance Administrator

Attachment: Compliance Memo (5911 : Water Main Repairs for Water Maintenance WM4534)



CITY OF COLUMBIA

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

MENTOR PROTÉGÉ PROGRAM Implementation Plan

Date: 3/25/2020 Project Number: WM4534
Mentor: North American Pipeline Mgmt. Project Name: City Wide WM Repairs-WEST
Protégé: Southern Roots Landscaping Mgmt. Duration of the Project: 60
Project Contract Amount: \$288,255.00 Protégé Amount: \$57,651.00

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

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

If awarded, NAPM will handle general project management and SR's PM will work closely with NAPM's PM on daily oversight and tracking. NAPM will perform main pipe scope and SR will perform misc. pipe scope, trucking and restoration work. NAPM & SR will share a common lay down yard in Columbia, SC to partner on daily schedule, material logistics and safety communication.

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

SR partnered with NAPM during estimation phase contacting Material suppliers and utilizing estimation software. If team is awarded project, the project's scale will provide opportunity for SR to take steps toward its quantitative Bonding, Insurance and Revenue goals; this will also encourage steps toward its equipment goals.

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

NAPM/SR will set schedule/production/cost for the project; then collaborate as a team to achieve those goals. Team will track project costs and progress via monthly work in progress meetings and discuss corrections as needed.



CITY OF COLUMBIA

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

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

Mentor:

Will provide lead PM, bonding, insurance, material purchase assistance and labor/equipment for main pipe work.

Protégé:

Will provide Asst. PM, material purchase and labor/equipment for misc. pipe work, trucking and restoration.

Subcontractors:

NAPM will procure any needed subcontractors and SR will assist with supervising their activities.

Special Arrangements:

NAPM/SR will each provide a PM that will work closely to management project.

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

a. Description of Mentor's responsibilities:

Contract administration, subcontractor procurement, pay applications, as-built tracking, and main pipe & appurtenance installation.

b. Description of Protégé's responsibilities on project:

Submittals, RFIs, permits, misc. pipe work, trucking, and restoration.

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

Estimation, scheduling, project management, deliverable tracking, safety, material purchase.

6. What is the anticipated duration (in months) of each major phase of the project? During which phases will the Protégé be utilized?

Estimated project duration is 2 months (60 days). SR will have roles during the pre-construction, construction and post-construction phases of the project.

Attachment: MPP Implementation Plan (5911 : Water Main Repairs for Water Maintenance WM4534)



CITY OF COLUMBIA

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

7. How will the team comply with and maintain the focus on the requirements of the program for the duration of the project?

Project specific, NAPM and SR's PMs will collaborate on schedule, work scope assignments, deliverable and progress tracking; as well as make sure necessary MPP forms are completed and submitted when required.

8. What are the team's specific, quantitative goals and milestones for the current project?

NAPM and SR wish to continue their positive relationship and reputation with the CoC. If awarded, NAPM/SR will be committed to regular communication with CoC's mngt. personnel during each phase of the project and partner to achieve proper construction, minimum disruption to public and complete project on-time.

9. Outline of Regularly Scheduled meeting between Mentor and Protégé (Progress reporting).

NAPM/SR PMs will communicate daily on project's schedule and logistics. Shared lay down yard will be utilized for crew safety meetings during active construction. NAPM/SR's management will meet monthly to review overall project cost, production and status; as well as complete quarterly MPP reports when necessary.

10. Define payment schedule and financial terms identifying milestones for initial, progress and final payments.

NAPM, SR and subs (if applicable) will submit daily logs of completed work to be summarized on a monthly pay application. NAPM will review and submit approved applications for payment to CoC on an agreed date (typically 25th). SR and subs will be on a NET 30 day pay schedule with final retainage released upon project close out.



CITY OF COLUMBIA

Department of Utilities and Engineering
 Compliance Division
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11. List the Subcontractors that will be used on this project, as well as the information requested below: (The Subcontractor(s) listed below will NOT consist of your Protégé.)

Subcontractor's Name	Telephone	Address	Who will they report to?	Contract Amount	MPP, MBE, WBE, SBE	Percentage of Contract
N/A						

12. What percentage of the project is being implemented by the Protégé? Must equate to a minimum of 20% of total contract amount.

Protégé Contract Value: \$57,651.00
 Percentage of Contract: 20% (Minimum of 20% of total contract amount is required)

Attachment: MPP Implementation Plan (5911 : Water Main Repairs for Water Maintenance WM4534)



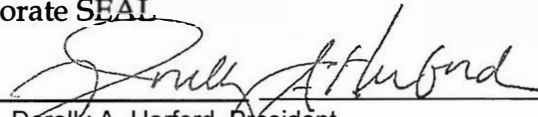
CITY OF COLUMBIA

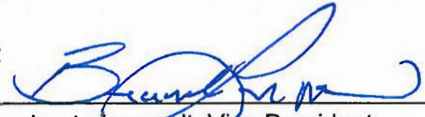
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MENTOR-PROTEGE IMPLEMENTATION PLAN SIGNATURE SHEET

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by their proper officials thereunto duly authorized as of the dates below indicated:

EXECUTED by NAPM, Inc. (Mentor Firm) this 25th day of March 2020
Corporate SEAL

By: 
Title: Dorely A. Herford, President

ATTEST:
By: 
Title: Brandon Leppand, Vice President

EXECUTED by SR Landscaping, LLC (Protégé Firm) this 25th day of March 2020
Corporate SEAL

By: 
Title: Bryce Yarbrough, Owner

ATTEST:
By: 
Title: Brandon Leppand, Vice President



RECOMMENDED FOR APPROVAL:

EXECUTED by the Department of Utilities & Engineering, Compliance Division on this 7
day of April, 2020.

By: 
Title: Program Compliance Administrator

BID049-19-20-CE Citywide Water Main Repairs for Water Maintenance (West) (WM4534) MPP
Page 33 of 60

Business Information Record for Subconsultants/Subcontractors

The Bidder shall list all subcontractors and vendors, who will be providing subcontracting services, furnishing materials, etc. for this project. The list shall be submitted in the format provided below. Any proposed changes from the list shall be submitted in writing to the Owner prior to initiation of any action, with the reason for proposed changes.

MUST BE TYPED AND REFLECT ONLY THOSE PROVIDING A SERVICE "NO LINE STRIKE THROUGH"

Business Name (as shown on W9 or SAM.gov) / DUNS # & CAGE # (If Applicable)	City of Columbia Vendor Number	Services and/or Materials Provided	Cost of Services and/or Material (\$ Value)	Percentage of Total Contract	MBE, WBE, SBE, DBE, LBE, CDBE (indicate all that apply)	Minority Association Code (If applicable - Use 2 letter Code See Key Below)
Southern Roots Landscape Management, LLC. 3965 W. Beltline Blvd, Ste. 11 Columbia, SC 29204	V016109	Misc. Pipe Work, Trucking, Restoration	\$57,651.00	20 %	SBE	No
				%		
				%		
				%		
				%		
				%		

Key: Minority/Women Owned Business Enterprise Association Code

AF – Asian American Female
 BM – African American Male
 HM – Hispanic American Male

AM – Asian American Male
 FB – Non-Minority Female Owned
 NF – Native American Female

BF – African American Female
 HF – Hispanic American Female
 NM – Native American Male

COMBINED TOTAL SUB AMOUNT: \$ 57,651.00

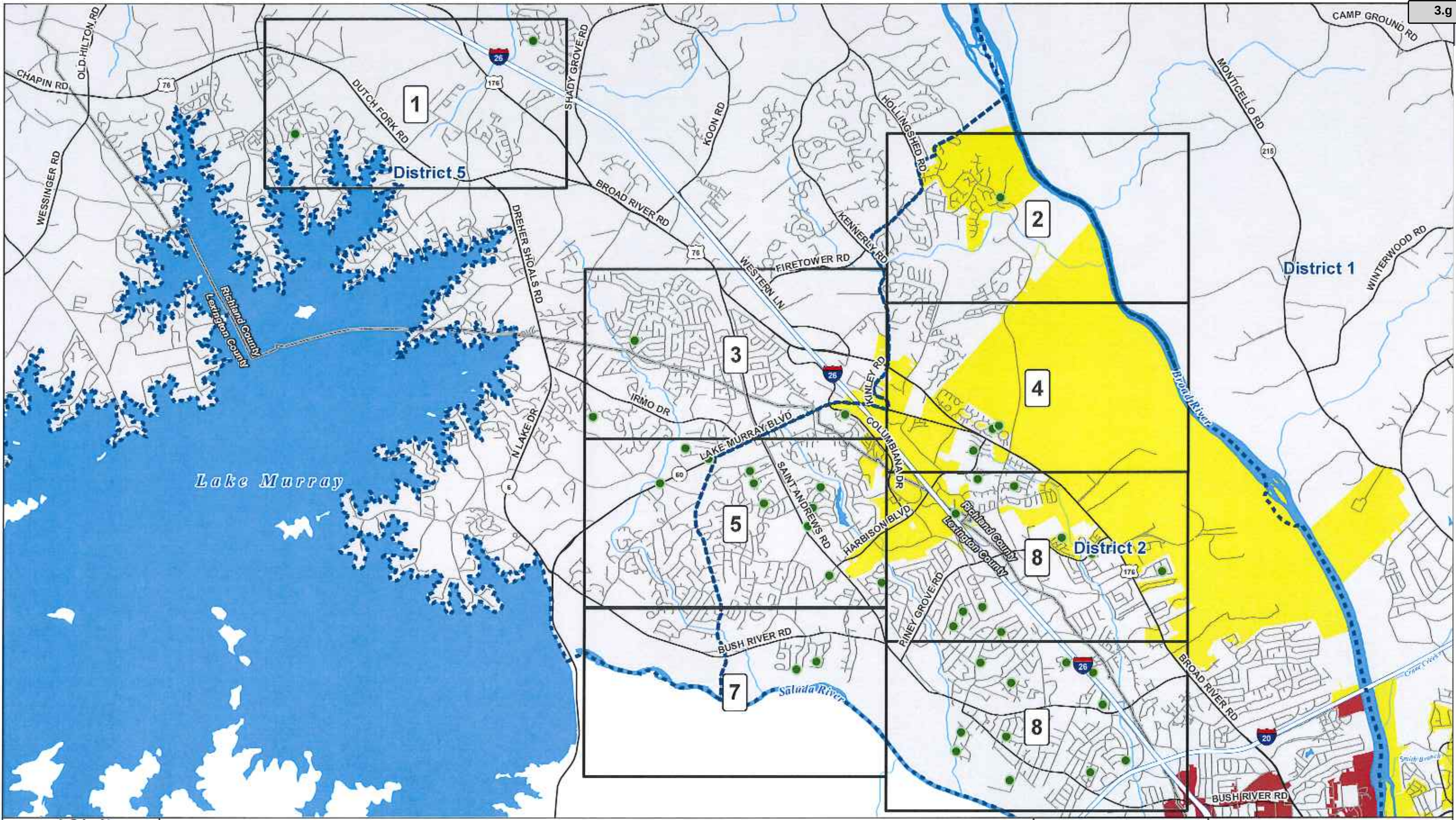
TOTAL CONTRACT AMOUNT: \$ 288,255.00

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

Business Name: North American Pipeline Management, Inc.

Representative Name/Title: Doreilly A. Herford, President

Date: 3/25/2020



Confirmed Water Leak Locations

Index Page
Water Operational Area

District 1
District 2
District 3
District 4



WM4534
City Wide Water Main Repairs for Water Maintenance (West)

Prepared For: Columbia Water

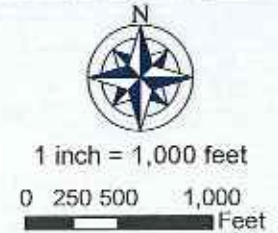
Attachment: Site Map (5911 : Water Main Repairs for Water Maintenance WM4534)

Ordered by Page Number			
Address	PageNumber	Address	PageNumber
5 CHAPARRAL CT, CHAPIN, SC 29036	1	749 TRAFALGAR DR, COLUMBIA, SC 29210	8
2 HOBBY CT, IRMO, SC 29063	1	506 SULGRAVE DR, COLUMBIA, SC 29210	8
101 POND OAK LN, COLUMBIA, SC 29212	2	115 BELAIRE ST, COLUMBIA, SC 29210	8
29 PIONEERS POINT CT, IRMO, SC 29063	3	128 SHADOWPINE RD, COLUMBIA, SC 29212	8
225 KEMSING RD, COLUMBIA, SC 29212	3	827 CHABLIS DR, COLUMBIA, SC 29210	8
112 WYCHWOOD RD, IRMO, SC 29063	3	619 OLD FRIARS RD, COLUMBIA, SC 29210	8
25 ARBORLAND CT, COLUMBIA, SC 29212	4	8 FERNANDINA CT, COLUMBIA, SC 29212	8
62 WESTPINE CT, COLUMBIA, SC 29212	4	1200 PINEY GROVE RD, COLUMBIA, SC 29210	8
25 ARBORVINE CT, COLUMBIA, SC, 29212	4	429 FOREST GROVE CIR, COLUMBIA, SC 29210	8
206 FINSBURY RD, COLUMBIA, SC 29212	5	105 HILLPINE RD, APT J4, COLUMBIA, SC 29212	8
108 COUNTRY TOWN DR, COLUMBIA, SC 29212	5	919 TARA TRL, COLUMBIA, SC 29210	8
200 EMORY LN, COLUMBIA, SC 29212	5	773 SAINT ANDREWS RD, COLUMBIA, SC 29210	8
506 SHELTON DR, COLUMBIA, SC 29212	5	220 ALTON PL, COLUMBIA, SC 29210	8
1405 WATERHILL RD, COLUMBIA, SC 29212	5	3608 CAIRNBROOK DR, COLUMBIA, SC 29210	8
401 BOSWORTH FIELD CT, COLUMBIA, SC 29212	5	3602 CAIRNBROOK DR, COLUMBIA, SC 29210	8
1727 QUAIL VALLEY E, COLUMBIA, SC 29212	5	3719 CAIRNBROOK CT, COLUMBIA, SC 29210	8
1607 BEAVER DAM RD, COLUMBIA, SC 29212	5	209 NOTTINGHAM RD, COLUMBIA, SC 29210	8
1618 LAKE MURRAY BLVD, COLUMBIA, SC 29212	5	2601 WOODLAND HILLS E, COLUMBIA, SC 29210	8
MEREDITH DR & LAKE MURRAY BLVD, COLUMBIA, SC 29212	5	1019 GARDEN VALLEY LN, COLUMBIA, SC 29210	8
123 CREEK KNOLL LN, COLUMBIA, SC 29212	5	208 GARDEN PATH, COLUMBIA, SC 29210	8
275 HILLSBOROUGH ST, COLUMBIA, SC 29212	7	240 JAMIL RD, COLUMBIA, SC 29210	8
241 WOOWINDS WEST DR, COLUMBIA, SC 29212	7	3500 FERNANDINA RD, COLUMBIA, SC 29210	8

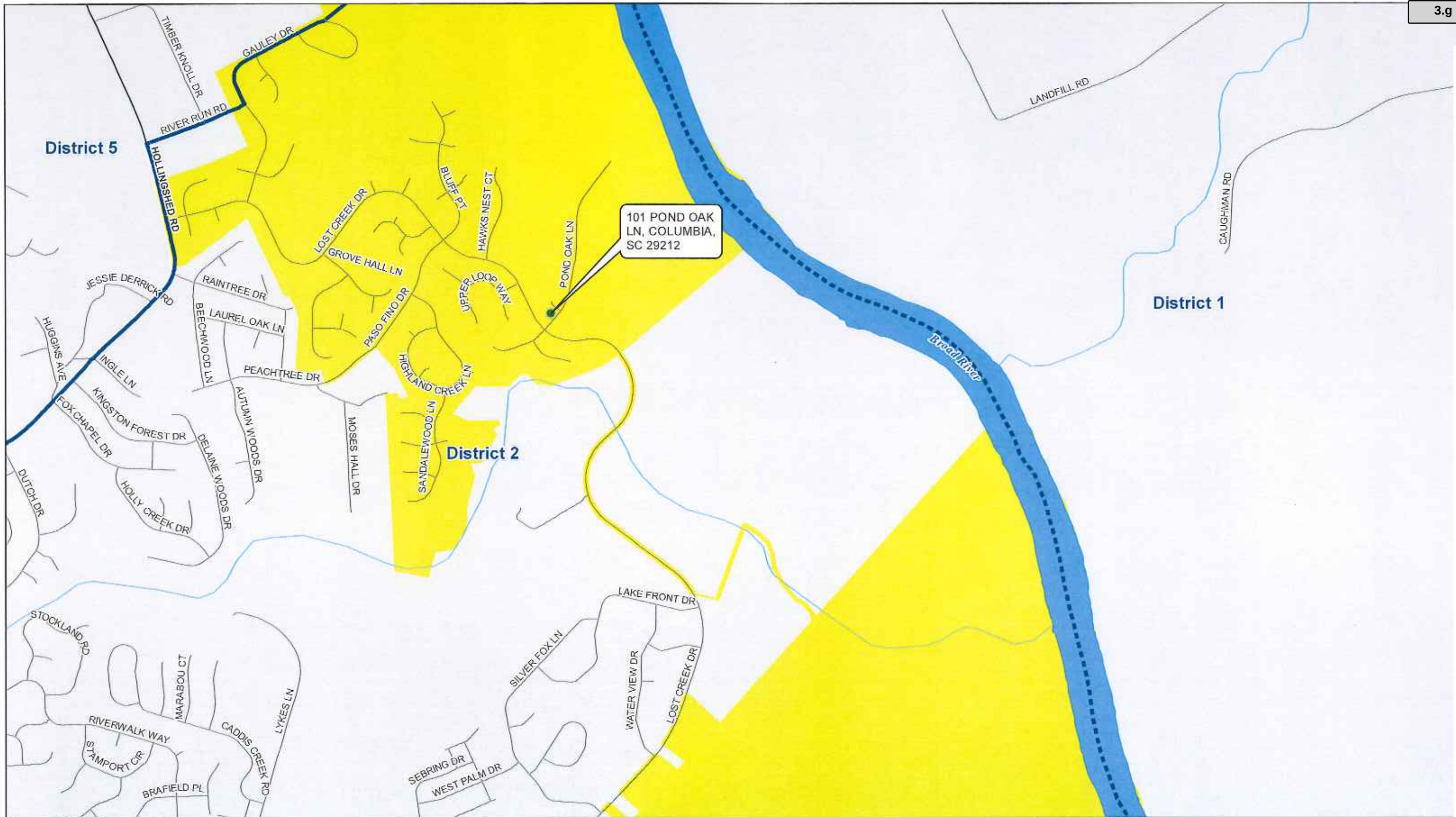
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108 COUNTRY TOWN DR, COLUMBIA, SC 29212	5	275 HILLSBOROUGH ST, COLUMBIA, SC 29212	7
112 WYCHWOOD RD, IRMO, SC 29063	3	29 PIONEERS POINT CT, IRMO, SC 29063	3
115 BELAIRE ST, COLUMBIA, SC 29210	8	3500 FERNANDINA RD, COLUMBIA, SC 29210	8
1200 PINEY GROVE RD, COLUMBIA, SC 29210	8	3602 CAIRNBROOK DR, COLUMBIA, SC 29210	8
123 CREEK KNOLL LN, COLUMBIA, SC 29212	5	3608 CAIRNBROOK DR, COLUMBIA, SC 29210	8
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1618 LAKE MURRAY BLVD, COLUMBIA, SC 29212	5	5 CHAPARRAL CT, CHAPIN, SC 29036	1
1727 QUAIL VALLEY E, COLUMBIA, SC 29212	5	506 SHELTON DR, COLUMBIA, SC 29212	5
2 HOBBY CT, IRMO, SC 29063	1	506 SULGRAVE DR, COLUMBIA, SC 29210	8
200 EMORY LN, COLUMBIA, SC 29212	5	619 OLD FRIARS RD, COLUMBIA, SC 29210	8
206 FINSBURY RD, COLUMBIA, SC 29212	5	62 WESTPINE CT, COLUMBIA, SC 29212	4
208 GARDEN PATH, COLUMBIA, SC 29210	8	749 TRAFALGAR DR, COLUMBIA, SC 29210	8
209 NOTTINGHAM RD, COLUMBIA, SC 29210	8	773 SAINT ANDREWS RD, COLUMBIA, SC 29210	8
220 ALTON PL, COLUMBIA, SC 29210	8	8 FERNANDINA CT, COLUMBIA, SC 29212	8
225 KEMSING RD, COLUMBIA, SC 29212	3	827 CHABLIS DR, COLUMBIA, SC 29210	8
240 JAMIL RD, COLUMBIA, SC 29210	8	919 TARA TRL, COLUMBIA, SC 29210	8
241 WOOWINDS WEST DR, COLUMBIA, SC 29212	7	MEREDITH DR & LAKE MURRAY BLVD, COLUMBIA, SC 29212	5



- Confirmed Water Leak Locations
- Water Operational Area
- District 1
- District 2
- District 3
- District 4



WM4534
City Wide Water Main
Repairs for Water
Maintenance (West)
Page 1
Prepared For: Columbia Water



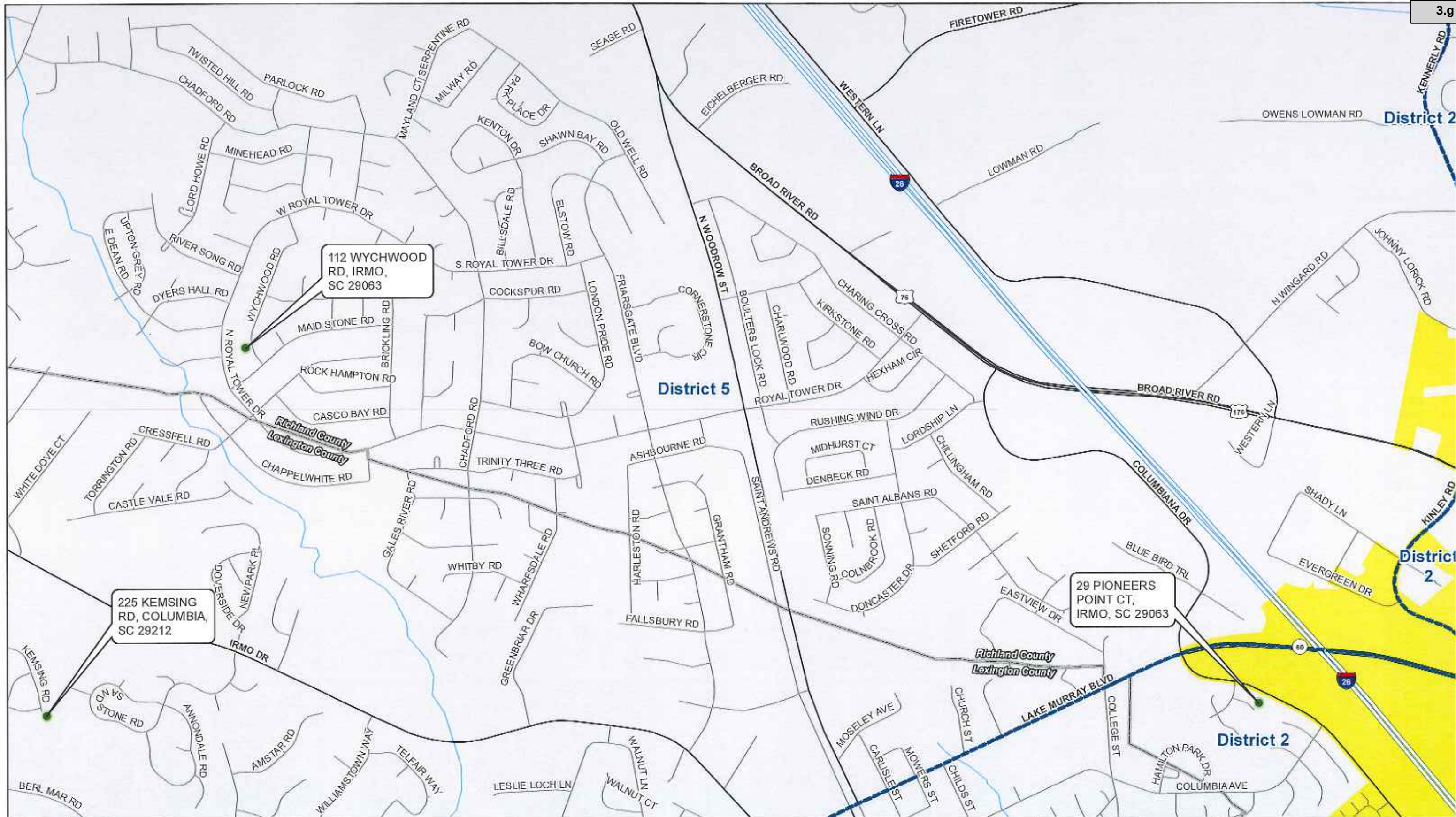
Confirmed Water Leak Locations

Water Operational Area

- | | | | |
|--|------------|--|------------|
| | District 1 | | District 3 |
| | District 2 | | District 4 |



WM4534
City Wide Water Main
Repairs for Water
Maintenance (West)
Page 2
Prepared For: Columbia Water



Confirmed Water Leak Locations



Water Operational Area



District 1



District 3



District 2



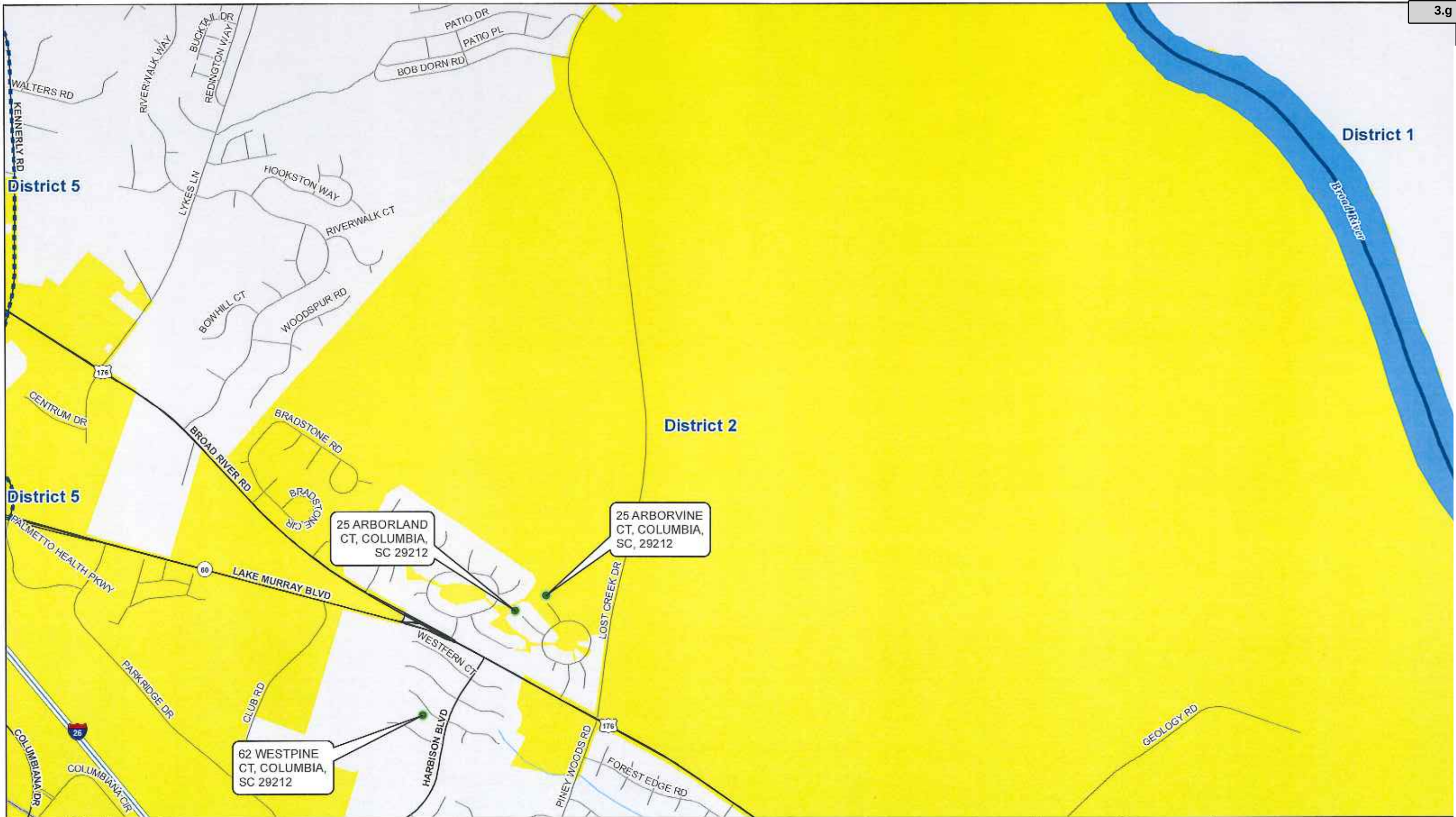
District 4



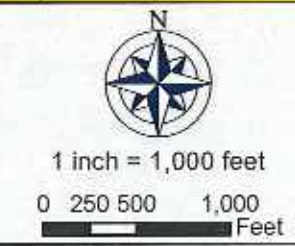
1 inch = 1,000 feet
0 250 500 1,000 Feet

WM4534
City Wide Water Main Repairs for Water Maintenance (West)

Page 3
Prepared For: Columbia Water

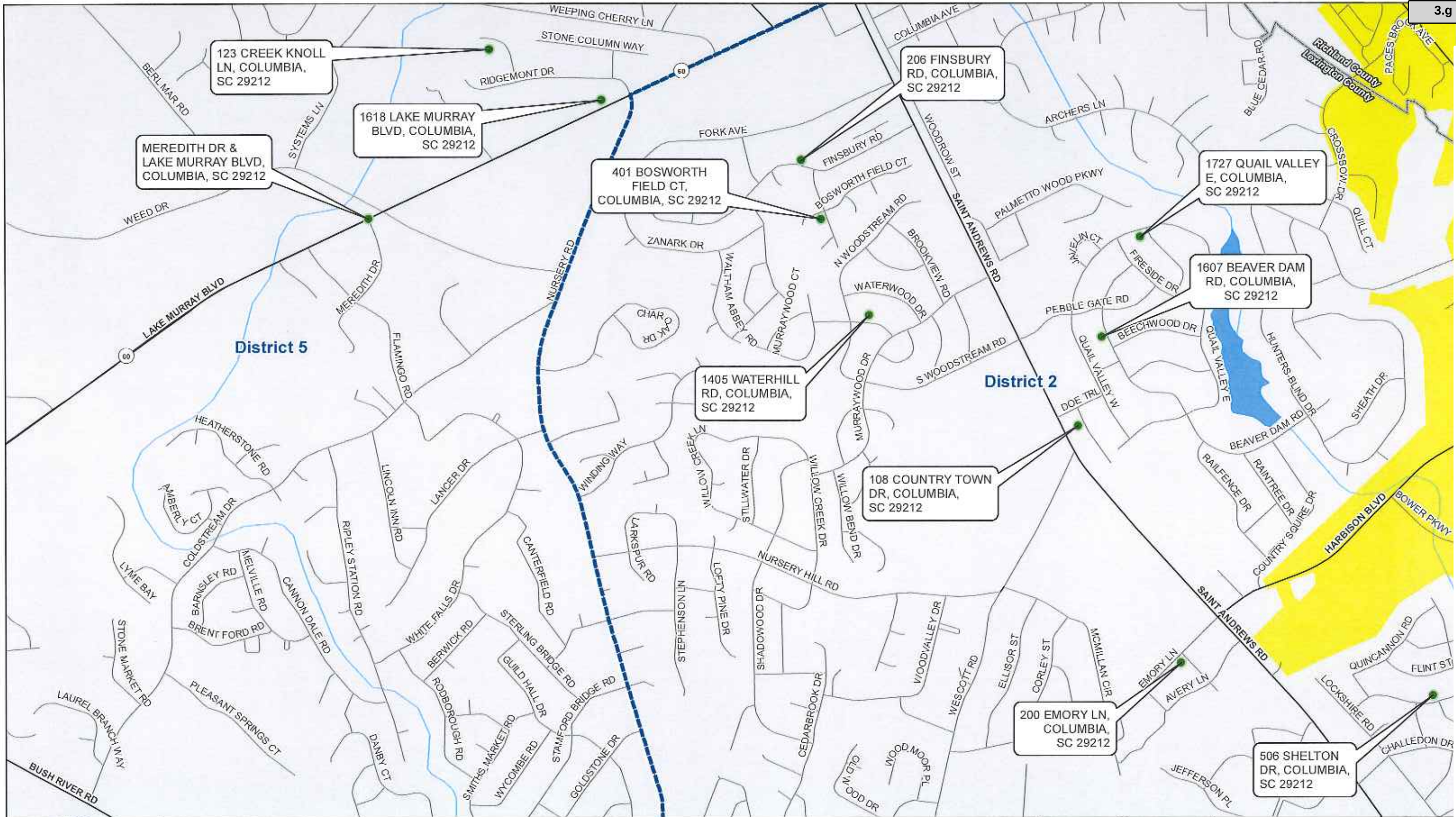


- Confirmed Water Leak Locations
- Water Operational Area
- District 1
- District 2
- District 3
- District 4



WM4534
City Wide Water Main
Repairs for Water
Maintenance (West)
Page 4
Prepared For: Columbia Water

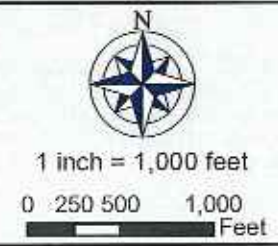
Attachment: Site Map (5911 : Water Main Repairs for Water Maintenance WM4534)



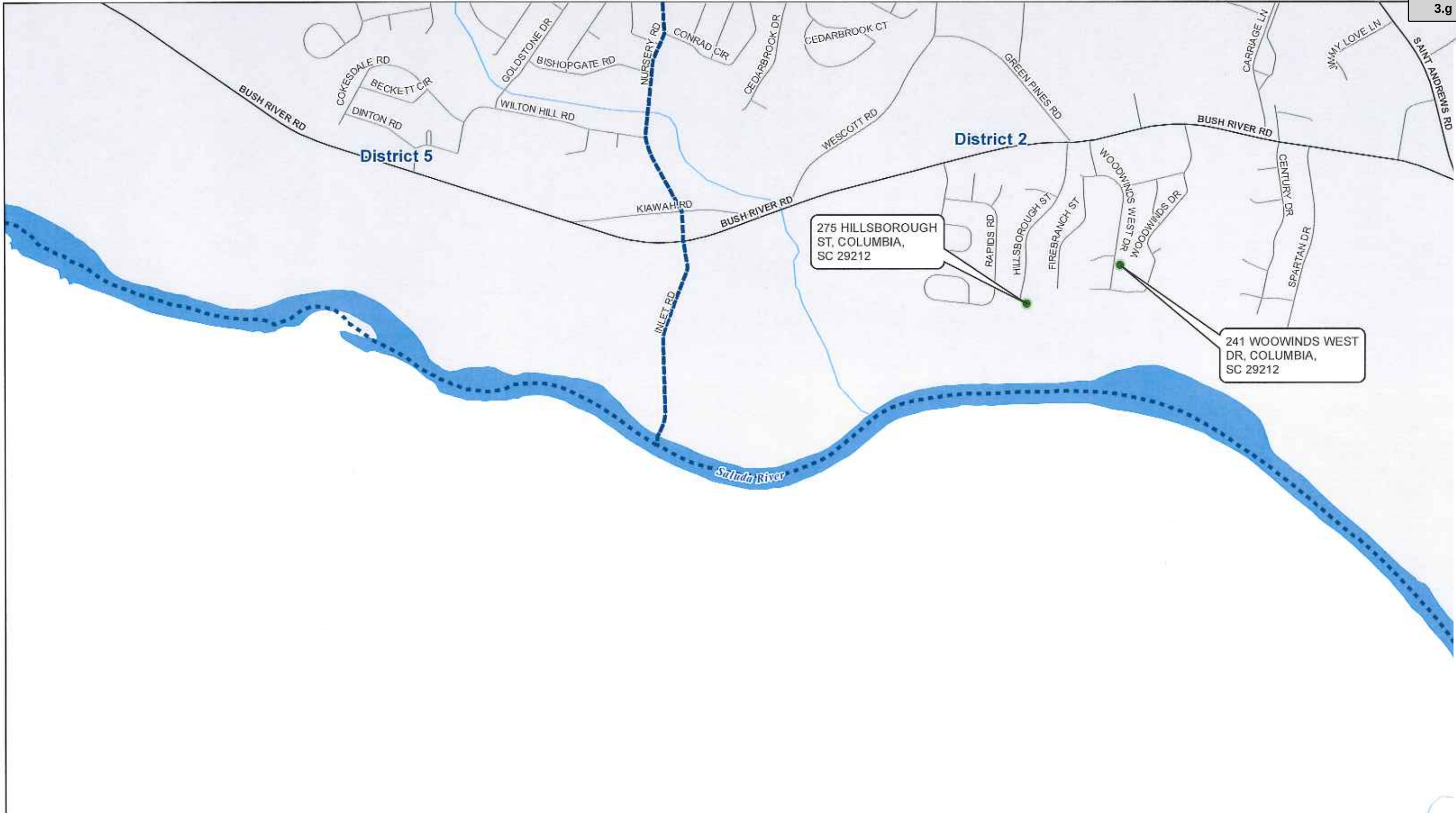
Confirmed Water Leak Locations

Water Operational Area

District 1
District 2
District 3
District 4

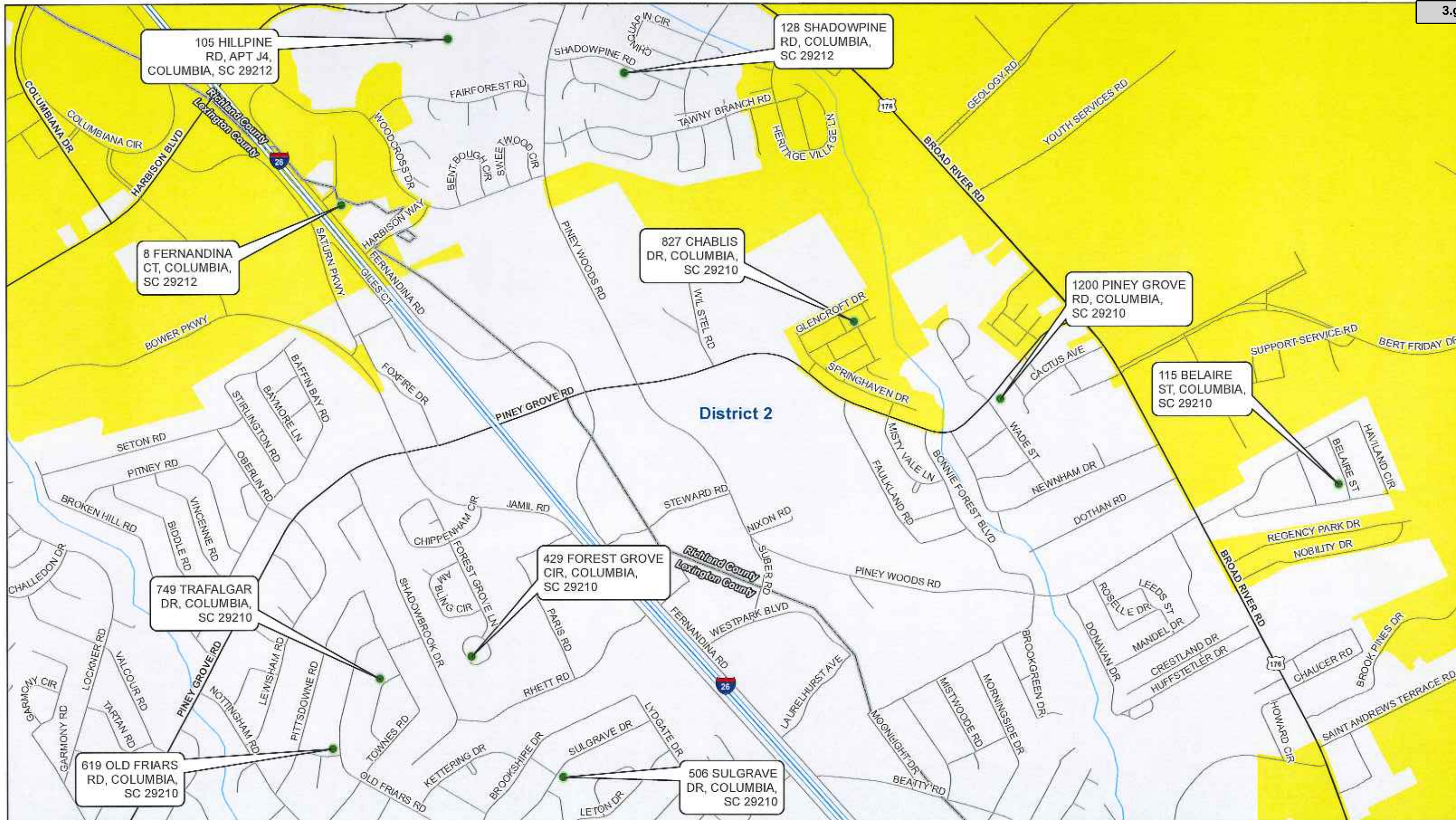


WM4534
City Wide Water Main Repairs for Water Maintenance (West)
Page 5
Prepared For: Columbia Water



Attachment: Site Map (5911 : Water Main Repairs for Water Maintenance WM4534)

  We Are Columbia	 Confirmed Water Leak Locations  Water Operational Area  District 1  District 2  District 3  District 4	 1 inch = 1,000 feet 0 250 500 1,000 Feet	WM4534 City Wide Water Main Repairs for Water Maintenance (West) Page 6 Prepared for: Columbia Water
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Confirmed Water Leak Locations



Water Operational Area

District 1
District 2

District 3
District 4



1 inch = 1,000 feet
0 250 500 1,000 Feet

WM4534
City Wide Water Main Repairs for Water Maintenance (West)
Page 7
Prepared For: Columbia Water



Confirmed Water Leak Locations



Water Operational Area

District 1
District 2

District 3
District 4



1 inch = 1,000 feet
0 250 500 1,000 Feet

WM4534
City Wide Water Main Repairs for Water Maintenance (West)

Page 8
Prepared for: Columbia Water



We Are Columbia

MEETING DATE: May 12, 2020

DEPARTMENT: Procurement and Contracts

FROM: *Sandra Wright, Purchasing Agent*

SUBJECT: Council is asked to approve Contract Amendment #1 for Project WM4231, Canal Water Treatment Plant High Service Pump Improvements in Rooms 2 and 3, as requested by Columbia Water. Award to URS Corporation in an amount not to exceed \$589,170.00 This firm is located in Columbia, SC.

REQUISITION NO.: R186229

FUNDING SOURCE & ORIGINAL BUDGET: Funding Source: Water & Sewer Capital Projects- Capital Project Cost- Engineering Services Canal WTP Improvements(5529999231-WM423101-658650). The original budgeted amount for this amendment is \$589,170.00. The total revised contract amount is \$2,620,985.00.

BUSINESS PROGRAM: Mentor Protege Program

CLEAN WATER 2020?: No

FOCUS AREAS: Economic Prosperity - Endless Possibilities, Innovative & High Quality Municipal Services

PURPOSE:

This is a Mentor Protégé Program Project. URS Corporation (Mentor) will extend its existing construction administration and observation services at 73% (\$430,540.00) of the requested amendment amount. The Protégé, DESA, Inc., a Minority Business Enterprise (Woman) of Columbia, SC will be providing construction administration and observation services at 2% (\$12,630.00) of the requested amendment amount.

The following subcontractors will be providing additional services:

Howard Engineering, Minority Business Enterprise (Woman) of Marietta, SC will provide electrical and mechanical engineering, and construction observation services at 6% (\$36,000.00) of the requested amendment amount.

Chao & Associates of Columbia, SC will provide structural engineering, and architectural construction observation services at 19% (\$110,000.00) of the requested amendment amount.

The above referenced Agreement is to compensate the Engineer to extend its existing construction administration and observation services for the anticipated life of the contract. The revised contract price including Amendment 1 is \$2,620,985.00. With the approval of this amendment, the Protégé (DESA, Inc.) will receive 20% (\$533,784.00) of the total revised contract amount.

Original Contract Price:	\$2,031,815.00
This Change Amendment 1 (cost increase)	\$589,170.00
Revised Contract Price:	\$2,620,985.00

ATTACHMENTS:

- LEGAL APPROVED URS WM4231 Canal Treatment Plant Clearwell and High Service Room 2 3 CA... (PDF)
- Canal WTP_March 2020 Proposal Includes Subcontractor Data, and Site Map (PDF)
- OBO Change Order - Amendment Addendum_signed CA#1 (PDF)

Contract Amendment #1

WM4231 Canal Water Treatment Plant Clearwell and High Service Rooms 2 & 3 Improvements

URS Corporation

April 16, 2020

Description of Change: Request change in Agreement for Engineering Services between the City of Columbia (City) and URS Corporation (Engineer) dated December 12, 2017 (Agreement) to compensate the Engineer in accordance with the cost proposal provided herein.

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

Proposed Change and Basis for Payment:

Original Contract Price:	\$2,031,815.00
This Change Amendment #1 (cost increase):	\$589,170.00
Revised Contract Price:	\$2,620,985.00

This Change is Acceptable:**Name of Firm**

URS Corporation

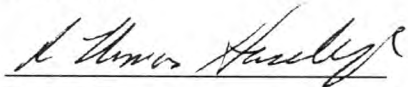
City of Columbia

Office of the City Manager

R. Thomas Haselden, Jr., PE, BCEE

Print Name

Teresa Wilson, City Manager



Signature

Signature

4-17-2020

Date

Date

Witness

Recommended by:

By:

Joey Jaco, Director of Utilities, Utilities Operations

Date

By:

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

Date

By:

Sandra A. Wright, CPPB, Director of Procurement & Contracts/Purchasing Agent

Date

APPROVED AS TO FORM


Legal Department City of Columbia



March 27, 2020

Mr. Jason Shaw
City of Columbia, Water Engineer
PO Box 147
Columbia, SC 29217

RE: City of Columbia Canal Water Treatment Plant
Clearwell and High Service Pump Station
Rooms 2 & 3 Improvements
CIP # WM4231; PO#P168747
Construction Contract Extension Proposal
URS Project No. 60552263

Dear Jason:

Please accept the following proposal for extension of the existing construction administration and construction observation services contract for the referenced project. The purpose of providing this proposal is to extend the existing services for the currently anticipated life of the construction project. The originally submitted fee covered the construction contract which was originally scheduled to be completed by April 13, 2020. The construction contract completion date has already been extended to October 2, 2020 by a City approved contract change order. Additional project delays are currently under consideration and are anticipated to further extend completion of the construction contract.

The referenced URS contract is a Time and Materials Contract. Per discussions with City staff, we are basing the contract extension fee request on a total combined one (1) year extension from the original construction contract end date. Therefore, fees are based upon the construction contract being completed by April 13, 2021.

The total anticipated fee for the proposed extension is \$589,170. The fee breaks down as follows:

- o DESA - \$12,630 (This includes additional fees from Terracon for construction materials testing services).
- o Howard Engineering - \$36,000.
- o Chao & Associates - \$110,000.

Also included with this Proposal are the following items:

- o Attachment A - Scope of Services. The scope of services remains consistent with the original scope of services. This request is for an extension of time and fee adjustment due to the duration of the contract schedule changing.
- o Attachment B - Current URS Hourly Rate Schedule: The proposed scope of services is based upon entering into a Time and Materials agreement with the City for these services. Work will be billed to the City based on the rates provided in the Hourly Rate Schedule. Expenses are proposed to be billed with no mark up.



Mr. Jason Shaw
March 27, 2020
Page 2 of 2

- o Attachment C - Subconsultant Firm Information Records form: As noted on the form, the anticipated dollar value of services listed may change based upon actual services rendered. As shown in this change order proposal, the total percentage of fee to be allocated to subconsultants is 27%
- o Attachment D - Project Location Map

Please review the proposal and let me know if you have any questions or if you would like to meet and discuss further. Please advise should you require any additional information in order to process this proposal.

Very truly yours,

URS Corporation

A handwritten signature in blue ink, appearing to read "V. Craig Metts", is written over a light blue horizontal line.

V. Craig Metts, P.E.
Senior Project Manager

A handwritten signature in blue ink, appearing to read "R. Thomas Haselden, Jr.", is written over a light blue horizontal line.

R. Thomas Haselden, Jr., P.E., BCEE
Vice President, SC Water Leader



Attachment A SCOPE OF SERVICES

City of Columbia CIP # WM4231 Clearwell and High Service Pump Station Rooms 2 & 3 Improvements Canal Water Treatment Plant

URS (Consultant) is requesting an extension of the existing scope of services for construction administration and observation services for the referenced project. The construction project was scheduled to be completed on April 13, 2020, but has been extended to October 2, 2020 by change order. The construction contract will require an additional extension that is anticipated to extend the contract further. The new anticipated construction completion date is April 13, 2021.

Per the City's request, URS is submitting this Scope of Services to provide construction administration and observation services for the originally proposed project. The scope of services includes construction of plant high service pumping improvements for existing pump rooms 2 and 3, demolition and reconstruction of existing clearwells to provide additional treated water storage volume and to provide the ability to allow chemical feed addition at the clearwells thereby allowing the City to achieve CT credits at the clearwells and address future regulatory changes related to disinfection byproduct formation, upgrades to the existing waste return pumping facility, Post Mix structure and chemical feed improvements, storm water tunnel renovations, electrical and security upgrades, and numerous site piping and paving improvements.

The Consultant will continue participating in the City of Columbia's Subcontractor Outreach Program as part of this project, utilizing the following proposed subconsultants:

- Howard Engineering - Provide electrical and mechanical construction administration services; provide part time construction observation services for the overall project.
- Terracon - Provide field testing services for soil compaction, concrete cylinder testing and testing to provide subsurface bearing capacity information for construction of the clearwell improvements.
- Chao & Associates - Provide construction administration and observation services related to structural and architectural design.
- DESA - Provide part time construction observation during critical phases of construction.

The total requested change order for construction administration and engineering services is \$589,170. Of this total requested amount, \$158,630 is anticipated for the above referenced subconsultants (27%).



FEE BREAKDOWN BY TASK

Following is the anticipated fee breakdown by task listed in the proposal. Costs have been assigned to each task accordingly; however costs accrued on each task may vary based on actual project requirements.

Task 100 – Engineering Services During Construction: \$266,750

- DESA: \$12,630 including materials testing services by Terracon and DESA oversight and management.
- URS: Approximately 75 hours per month for a Senior Project Manager.

Task 200 – Construction Observation: \$322,420

- DESA: Remaining budget is adequate for completion of the project, therefore no additional fees requested for construction observation.
- Howard Engineering: \$36,000 to include approximately 80 hours per month for a Resident Inspector (through end of February 2021), 8 hours per month for Electrical Engineer, 40 total hours for Mechanical Engineer.
- Chao: \$110,000 to include 18 hours per month for a Project Inspector and 12 hours per month for a Project Engineer and 8 hours per month for a Project Manager.
- URS: Approximately 5 hours per month for a Senior Project Manager and 69 hours per month for a Construction Manager.

Task 300 – Project Closeout: \$0

Task 400 – Operation and Maintenance Manual: \$0

Task 500 – Additional Services: Negotiated as needed.

PROJECT SCHEDULE

The construction project is anticipated to last until April 13 of 2021, which is a total 1 year extension from the originally scheduled construction completion date.

Exhibit B
URS
HOURLY RATE SCHEDULE

Schedule 2020

Hourly Rate Schedule and Chargeable Expenses for Engineering Services Provided

Labor

	Rate per Hour
Department Head/Vice President	\$250.00
Senior Project Manager (M3)	\$215.00
Senior Environmental Scientist	\$175.00
Project Manager (M2)	\$190.00
Senior Project Engineer	\$160.00
Senior Environmental Health & Safety Manager	\$155.00
Project Manager (M1)	\$150.00
Project Engineer 2	\$130.00
Senior Design Associate	\$145.00
Senior Hydro Geologist	\$125.00
Environmental Scientist 2	\$125.00
Project Engineer 1	\$115.00
Senior Design Technician	\$110.00
Environmental Scientist 1	\$90.00
Engineering Associate	\$100.00
Project Administration	\$95.00
Project Representative	\$100.00
Design Technician	\$85.00
CADD	\$80.00
Administrative Services	\$70.00
Student Intern	\$65.00

Survey & GIS Services

Regional Survey Manager	\$185.00
Senior Survey Manager	\$155.00
Survey Manager	\$145.00
Survey Project Manager	\$125.00
Survey Technician	\$105.00
Survey Crew Chief	\$90.00
Survey Instrument Operator	\$60.00

Senior GIS Project Manager	\$160.00
GIS System Designer	\$160.00
GIS Project Manager	\$135.00
GIS Specialist IV	\$120.00
GIS Specialist III	\$110.00
GIS Specialist II	\$100.00
GIS Specialist I	\$85.00
GIS Technician III	\$80.00
GIS Technician I	\$65.00

Other

Chargeable expenses	Actual cost plus ten percent
Overtime	Hourly rate plus fifty percent
Courtroom and deposition appearances (to include preparation)	Hourly rate plus fifty percent

Effective Dates

January 1, 2020 to December 31, 2020

Note: Any revision or update in this hourly rate schedule shall be included in Agreements of which this page is part.

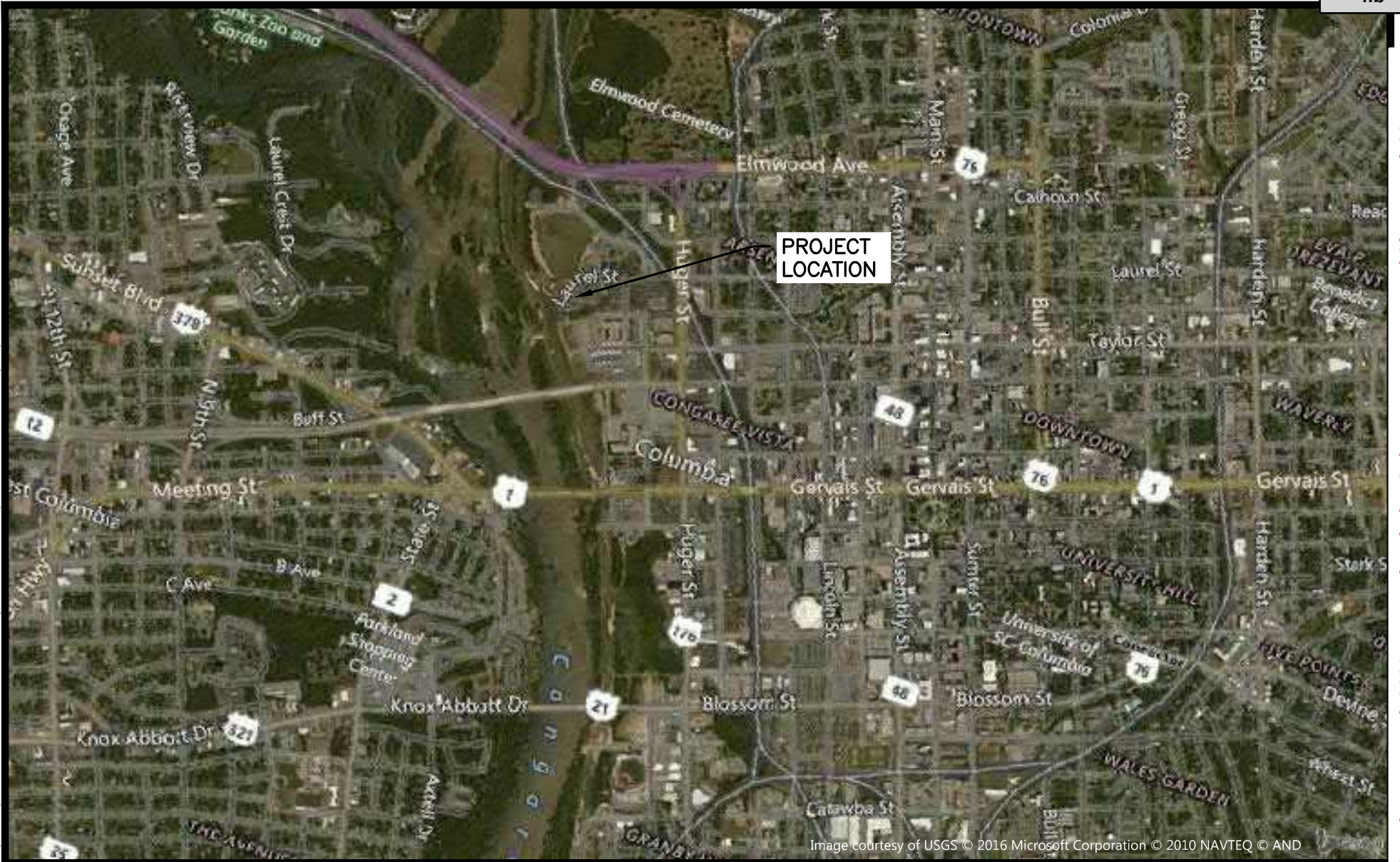
**Attachment C
City of Columbia
CIP # WM4231
Clearwell and High Service
Pump Station Rooms 2 & 3 Improvements
Canal Water Treatment Plant**

SUBCONSULTANT FIRM INFORMATION RECORDS

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

Firm Name and Address	Contact Name and Telephone Number	Group (MBE, FBE, SBE, Non M/F/SBE)	Services to be Provided	Dollar Value of Services**
Howard Engineering PO Box 237 Marietta, SC 29661	Amy Howard 864-836-0440	MBE	Electrical Engineering, Mechanical Engineering, Construction Observation	\$36,000
Chao & Associates 7 Clusters Court Columbia, SC 29210	Chimin J. Chao 803-772-8420	MBE	Structural Engineering, Architectural, Construction Observation	\$110,000
Terracon 521 Clemson Road Columbia, SC 29229	Kevin Sohrabnia, P.E. (803) 741-9000	Non M/F/SBE	Geotechnical, materials testing	\$9,300
DESA, Inc. 400 Percival Road PO Box 6805 Columbia, SC 29260	Diane Sumpter (803) 730-6466	M/F/SBE	Construction Administration and Construction Observation	\$12,630 (includes \$9,300 for Terracon)

**Values of services are estimated and will change based upon actual services rendered and based upon project specific needs. Final invoiced and paid values will vary due to this being a Time and Materials contract with the City of Columbia.



URS

101 Research Drive
Columbia, South Carolina 29203
Telephone (803) 254-4400 : Fax (803) 771-6676
www.URSCorp.com

**CANAL WATER TREATMENT PLANT
CLEARWELL AND HIGH SERVICE PUMP
STATION IMPROVEMENTS
FOR
CITY OF COLUMBIA, SC**

DATE: MARCH 2016

FIGURE 1

OBO MPP Change Order/Amendment Implementation Plan Addendum

In Accordance with MPP Guidelines Change Orders/Amendments: If any change order/amendment is required on a MPP project the protégé must be notified prior to the request for approval and given the opportunity to provide services. In addition, the MPP minimum percentage must be maintained, where appropriate, throughout the duration of the project.

Original Project Contract Amount: \$2,031,815.00 **Original Protégé Amount:** \$521,154.00

MPP Project #/Name: WM4231 Canal WTP High Service Pump Improvements in Rooms 2 & 3 **Change Order #:** 01 (Ex: 01)

Change Order/Amendment Amount: \$589,170.00

Amendment Justification: Provided Below; or Attach (*Justification must include a statement as to why the services could not be completed under the current timeframe or approved funding*) : ☒ Yes ☐ No

Amendment Request Attached

Change Order/Amendment Type (Please check all that apply):

1. ☐ **No Cost** (Please sign and return form if no cost)
2. ☒ **Time Extension**
3. ☒ **Funding Increase** – (Please continue on to questions 3 A & B below)
 - A. **Will protégé be performing any work within this change order?** : ☒ Yes ☐ No (If no, skip to B)
 - **Amount of Change Order/Amendment to be received by the protégé:** \$ 12,630.00
 - **Please indicate the services the protégé will be providing for this change order/amendment (in box below):**

Construction Materials Testing and Oversight

- B. **If Protégé will not be providing any services on this change order/amendment, please indicate why in the box below:**

N/A

Attachment: OBO Change Order - Amendment Addendum_signed CA#1 (5907 : WM4231 Canal Water Treatment Plant High Service Pump

4. Revised scope of work (If scope of work has changed, please indicate the changes in detail below):

Amendment Request and Description Attached

We will endeavour to guarantee that the protégé will receive no less than the minimum required 20% participation as stated in the original contract dated January 2, 2018. However, the contract for this work is a Time and Materials contract. Therefore only time that is actually worked on the project can be billed to the client. The Protégé is responsible for staffing the project and managing their budget. URS cannot assume responsibility for the actual hours worked on the project by the Protégé."

The Protégé participation percentage is 20.4% with the revised contract fees.

By signing below, all parties agree to the information submitted in this document. Additionally, the protégé also agrees that they have received notification of the referenced change order/amendment for this project and were given the opportunity to provide services.

EXECUTED by *R. Thomas Haselden, Jr.* (Mentor Firm) this 26 day of March 2020.

By: R. Thomas Haselden, Jr., PE, BCEE

Title: Vice President, SC Water Lead

EXECUTED by *Diane E. Sumpter* (Protégé Firm) this 26th day of March 2020.

By: Diane E. Sumpter

Title: President and CEO

OBO Statement for the change order/amendment:

OBO has reviewed this time extension with Funding Increase change order. The original project contract amount was \$2,031,815.00 the original protégé amount was \$521,154.00 at 26%. The revised project contract amount, previous change orders, and current change order amount is \$2,620,985.00. The protégé will receive \$533,784.00 at 20.4% of the total contract amount.

RECOMMENDED FOR APPROVAL: EXECUTED by the Office of Business of Opportunities, Compliance Division on this
23 day of April, 2020.

By: *Juliet M. Nelly*

Title: Program Compliance Administrator

*This information is only required if the amendment is greater than \$50,000, and the amendment must be approved by the City Council.



We Are Columbia

MEETING DATE: May 12, 2020

DEPARTMENT: Procurement and Contracts

FROM: Sandra Wright, Purchasing Agent

SUBJECT: Council is asked to approve Construction Change Order #3 for Project WM4231; Canal Water Treatment Plant Clearwell & High Services Pump Station Improvements Increase in Project Contingency, as requested by Columbia Water. Award to Adams Robinson Enterprise Inc. in the amount of \$2,500,000.00. This firm is located in Dayton, OH.

REQUISITION NO.: R175695

FUNDING SOURCE & ORIGINAL BUDGET: Funding Source: Water & Sewer Capital Projects- Capital Project Cost- Engineering Services Canal WTP Improvements(5529999-WM423101-658650). The original budget amount for this change order is \$2,500,000. This construction change order is for an increase of \$2,500,000.00 to the original contingency amount of \$750,000.00 for a total revised contingency of \$3,250,000.00. The total revised contract amount is \$46,831,000.

BUSINESS PROGRAM: Subcontracting Outreach Program

CLEAN WATER 2020?: No

FOCUS AREAS: Economic Prosperity - Endless Possibilities, Innovative & High Quality Municipal Services

PURPOSE:

This Project had multiple program requirements and goals: Subcontracting Outreach Program Requirement (SOP) of 20%, Columbia Disadvantage Business Enterprise Program goal (CDBE) of 10%, and a Local Subcontracting requirement of 20%. When possible, the Prime will maintain these percentages throughout the duration of this project.

Additional funding is respectfully requested in the amount of \$2,500,00.00 to increase the contingency allowance for the subject construction project.

Proposed Change and Basis for Payment:

Original Contract Price (Includes Original Contingency Allowance)	\$44,331,000.00
CO#3 This Change (Increase for additional Contingency Allowance)	\$2,500,000.00
Revised Contract Price	\$46,831,000.00

The original awarded amount is \$44,331,000.00, which includes contingency. With approval of this Construction Change Order increase, the revised awarded amount will be \$46,831,000.

ATTACHMENTS:

- CO3_WM4231 (PDF)
- WM4231 Map (PDF)
- Project WM4231 List of Subs (DOCX)



CIP #WM4231
Canal Water Treatment Plant
Clearwell & High Services
Pump Station Improvements
Change Order #3
PO# P166588
March 20, 2020

Reason for Changes: A modification of the Contract Agreement between the City of Columbia (City) and Adams Robinson Enterprises, Inc. (Contractor) is requested due to (unforeseen) conditions requiring additional work to complete this Contract. All other provisions of the Agreement, except as herein modified or changed, remain in full force and effect.

Description for Changes: The requested changes are due to unforeseen circumstances encountered during construction and additional items requested by the City, and as outlined below:

The Construction of the Improvements associated with WM4231 has run into unforeseen field conditions as documented in Change Orders #1 and #2. The original Contingency Allowance total for this Project is \$750,000.00 and the total value of the Contract is \$44,331,000.00 (or 1.7% of the Contract value). Contingencies for these type of complex construction projects are typically around 5% to 10% of the Contract value. As of Change Order No. 2, the remaining Contingency for this Project is \$83,722.31. The Contractor still has major components to construct over the next year in order to get the Project to completion. Some additional items needing funding that were not included in the original scope of work include unforeseen subsurface conditions to support Clearwells 1 & 2 foundations, structural changes to Clearwells 1 & 2 (due to the unforeseen subsurface conditions), modifications to the architectural finishes to Clearwells 1 & 2 as requested by the City, and the addition of an interior liner system for Clearwells 1 & 2. In order to keep this important Project moving forward and to avoid costly delays, it is requested/recommended that an additional \$2,500,000.00 be added to the Contingency for this Project. This would increase the total project Contingency to \$3,250,000.00 (or about 7.5% of the total Project costs). All subcontracting requirements for the Project would remain in effect.

Funding Source: 5529999-WM423101-658650.

Owner's Contingency Allowance

Original Allowance Total:	\$ 750,000.00
Previous Change Orders:	\$ 666,277.69
Remaining Original Contingency:	\$ 83,722.21
This Change (Increase):	\$ 2,500,000.00
Revised Owner's Contingency Allowance:	\$ 2,583,722.31

CIP # WM4231
Change Order #3
Page 2

Proposed Change and Basis for Payment

Original Contract Price:	\$44,331,000.00
Previous Change Orders:	\$ 0.00
This Change: (Increase/Decrease)	\$ 2,500,000.00
Revised Contract Price:	\$46,831,000.00

Contractual Completion Date:

Notice to Proceed Date: 09/05/2017
Original Final Completion Date: 04/13/2020
Previous Change in Additional Days: 179
This Change in Additional Days: 179
Revised Final Completion Date: 04/06/2021

This Change is Acceptable:

Adams Robinson Enterprises, Inc. By: _____
Title: _____

Recommended for Approval: _____ Utility Construction Inspector
Richard Harrington

Recommended for Approval: _____ Sr. Utility Construction Inspector
Sam Catoe

Recommend for Approval: _____ Asst. City Engineer for Engineer Const.
Michael F. Sheu, P.E.

Recommend for Approval: _____ Asst. City Manager
Clint E. Shealy, P.E.

Approved: _____ City Manager
Teresa B. Wilson

APPROVED AS TO FORM
4/27/2020
Legal Department City of Columbia, SC

Attachment: CO3_WM4231 (5909 : CO#3 WM4231 Canal Water Treatment Plant Clearwell & High Services P.S. Improvements)

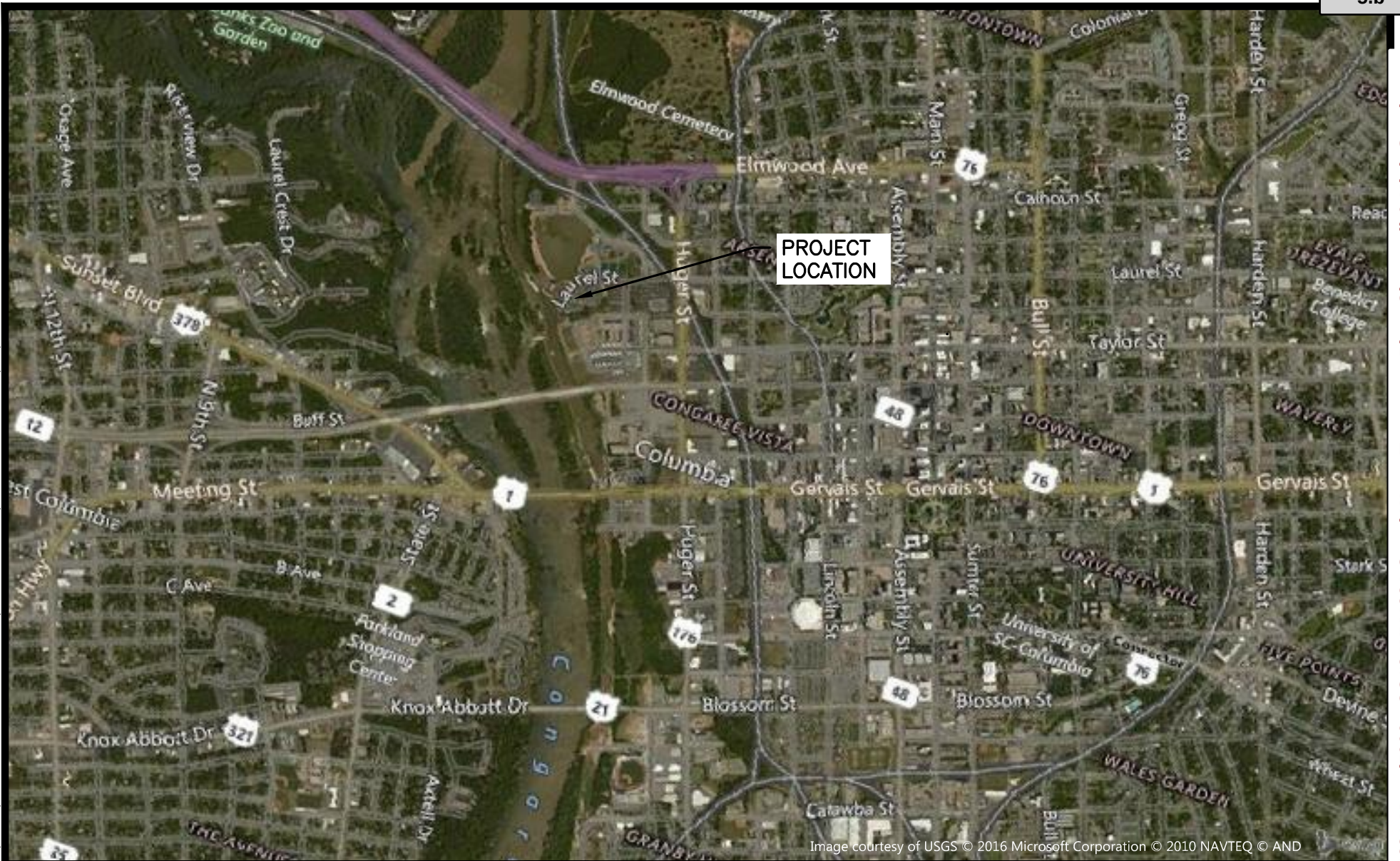


Image courtesy of USGS © 2016 Microsoft Corporation © 2010 NAVTEQ © AND



101 Research Drive
Columbia, South Carolina 29203
Telephone (803) 254-4400 : Fax (803) 771-6676
www.URSCorp.com

**CANAL WATER TREATMENT PLANT
CLEARWELL AND HIGH SERVICE PUMP
STATION IMPROVEMENTS
FOR
CITY OF COLUMBIA, SC**

DATE: MARCH 2016

FIGURE 1

Project WM4231 - Canal Water Treatment Plant Clearwell & High Services Pump Station Improvements

CDBE:

Taylor Brothers – Columbia, SC

K & D Masonry & Concrete – Columbia, SC

SOP/Local Subcontractors:

HW Glass – Columbia, SC

Bilt Rite – West Columbia, SC

Concrete Supply Company LLC – Columbia, SC

Blanchard – West Columbia, SC

Newman Fence Company Inc. – Roebuck, SC

Gordon Stucco & Plastering – Lexington, SC

Heyward Services – Charlotte, NC

M/R Systems –Columbia, SC

Triad Mechanical Contractors – Johns Island, SC

Carolina Wrecking – Columbia, SC

Heritage Roofing Co. – Lexington, SC

Harrelson Painting – Swansea, SC

McKinney Drilling Co. – Lithia Springs, GA



We Are Columbia

MEETING DATE: May 12, 2020

DEPARTMENT: Legal Department

FROM: *Shari Ardis, Legal Office Manager*

SUBJECT: Ordinance No.: 2020-019 Granting an encroachment to 908-Scannell (Columbia), LLC for the use of right of way area of the 1300 block of Huger Street and 1300 block of Pulaski Street adjacent to 1101 Huger Street, 1300 Huger Street, 1310 Huger Street and 1320 Huger Street, Richland County TMS #09009-11-04 for sidewalks, driveways, landscaping and irrigation

**FUNDING SOURCE &
ORIGINAL BUDGET:**

FOCUS AREAS: Connecting Our Community, Empowering Our Residents, Enhancing Columbia's Neighborhoods, Planning Together

PURPOSE:

First reading approval was given on March 17, 2020.

ATTACHMENTS:

- 2020-019 encroach adj 1320 Huger and Pulaski (908-Scannell) (PDF)

HISTORY:

03/17/20

Columbia City Council

APPROVED ON FIRST READING.

ORDINANCE NO.: 2020-019

Granting an encroachment to 908-Scannell (Columbia), LLC for the use of right of way area of the 1300 block of Huger Street and 1300 block of Pulaski Street adjacent to 1101 Huger Street, 1300 Huger Street, 1310 Huger Street and 1320 Huger Street, Richland County TMS #09009-11-04 for sidewalks, driveways, landscaping and irrigation

WHEREAS, 908-Scannell (Columbia), LLC (hereinafter "Grantee") desires to utilize a portion of the right of way area of the 1300 block of Huger Street and 1300 block of Pulaski Street adjacent to 1101 Huger Street, 1300 Huger Street, 1310 Huger Street and 1320 Huger Street, Richland County TMS #09009-11-04 for concrete sidewalks approximately six hundred fifty-eight (658') feet in length and varying in width between six (6') feet and nine (9') feet; concrete sidewalks approximately twenty-five (25') feet in length and five (5') feet in width; concrete sidewalks approximately four hundred seventy-five (475') feet in length and varying in width between four (4') feet to eight (8') feet width; a driveway approximately fifty (50') feet in length and fifteen (15') feet in width; a driveway approximately forty-two (42') feet in length and twelve (12') feet in width; landscaping and irrigation, as shown on the attached drawing; and,

WHEREAS, it appears that the encroachment will not interfere with the use of the medians or street for traffic, utility locations or other uses within the foreseeable future; NOW, THEREFORE,

BE IT ORDAINED by the Mayor and City Council of the City of Columbia, South Carolina, this ____ day of _____, 2020, that Grantee is hereby granted the right to use the right of way area of the the 1300 block of Huger Street and 1300 block of Pulaski Street adjacent to 1101 Huger Street, 1300 Huger Street, 1310 Huger Street and 1320 Huger Street, Richland County TMS #09009-11-04 for concrete sidewalks approximately six hundred fifty-eight (658') feet in length and varying in width between six (6') feet and nine (9') feet; concrete sidewalks approximately twenty-five (25') feet in length and five (5') feet in width; concrete sidewalks approximately four hundred seventy-five (475') feet in length and varying in width between four (4') feet to eight (8') feet width; a driveway approximately fifty (50') feet in length and fifteen (15') feet in width; a driveway approximately forty-two (42') feet in length and twelve (12') feet in width; landscaping and irrigation, as shown on the attached drawing; and,

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 and assuring that all accessibility and ADA requirements are met and maintained.

3. Landscaping to be maintained by property owner.
4. Irrigation must be designed to avoid spraying walkways, sidewalks and streets and/or creating hazardous conditions upon the walkways, sidewalks and streets.
5. Obstructions of more than be four (4') feet in height are prohibited within the sight-visibility triangle.
6. Forestry and Beautification shall be provided access to trees within the right of way for maintenance purposes.
7. All trees shall be protected and no large tree roots shall be removed from any existing trees.
8. Lighting standards to be reviewed and approved by Traffic Engineering and Planning.
9. Off-street parking spaces are not for the exclusive use of the applicant. These spaces may be metered by Parking Services.
10. Must comply with all requirements of the Design/Development Review Commission (D/DRC).

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 its expense provide for protection and relocation of all utilities that might be within this area to the satisfaction of the City Manager.

Requested by:

Assistant City Manager Gentry

Mayor

Approved by:

City Manager

Approved as to form:

ATTEST:



City Attorney

City Clerk

Introduced:

Final Reading:

**CITY COUNCIL
ENCROACHMENT SUMMARY
2020-019**



**1300 BLOCK OF HUGER STREET AND 1300 BLOCK OF PULASKI STREET
ADJACENT TO 1101 1300, 1310, AND 1320 HUGER STREET
SIDEWALKS, DRIVEWAYS, LANDSCAPING, AND IRRIGATION**

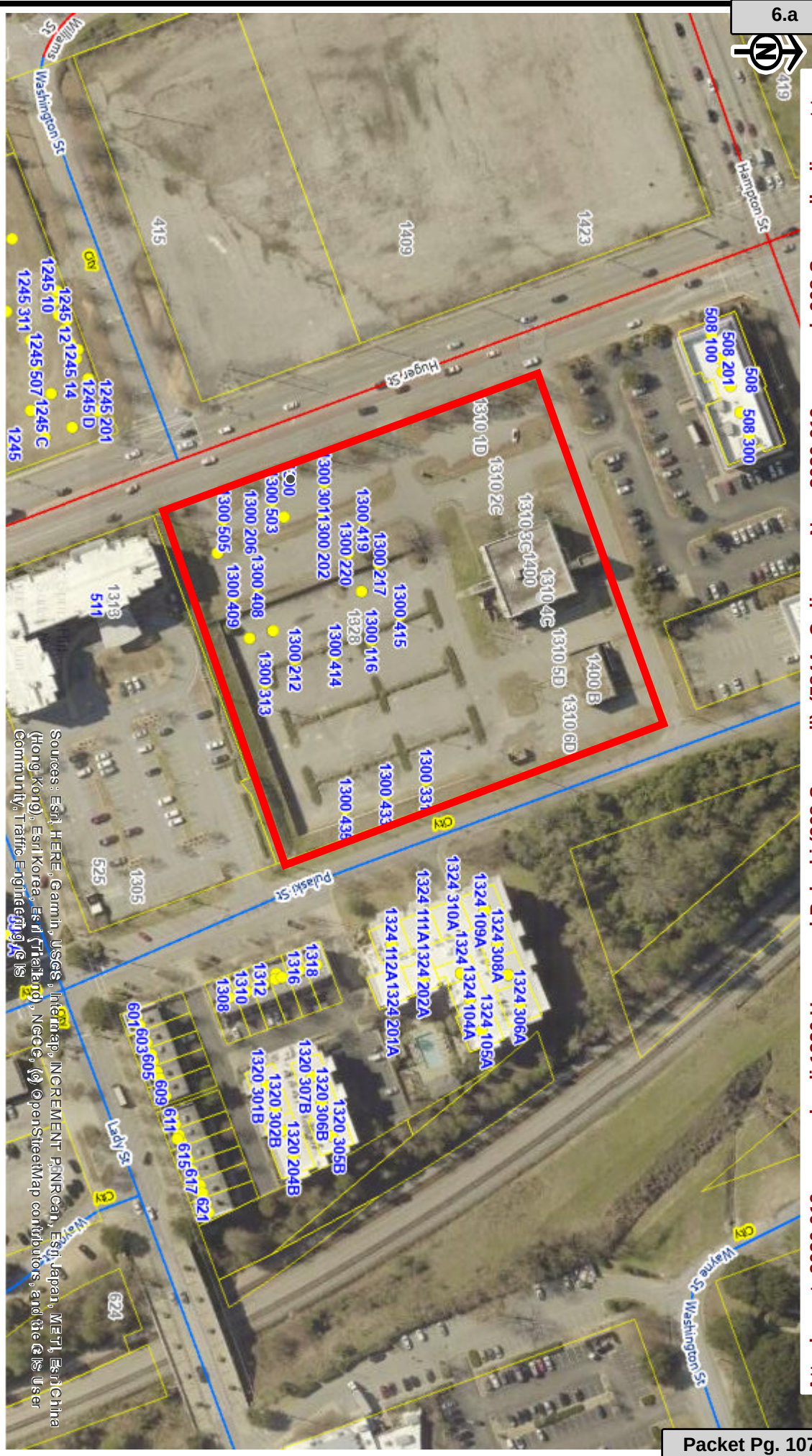
Subject Property:	Right-of-way adjacent to the 1300 block of Huger Street and 1300 block of Pulaski Street, TMS#09009-11-04
Council District:	2
Proposal:	Request approval for the installation and maintenance of sidewalks, driveways, landscaping, and irrigation
Applicant:	908-Scannell (Columbia), LLC
Staff Recommendation:	Approval.

Detail:	The applicant is requesting to an encroachment for the installation and maintenance of concrete sidewalks approximately six hundred fifty-eight (658') feet in length varying in width between six (6') feet and nine (9') feet, concrete sidewalks approximately twenty five (25') feet in length five (5') feet in width, concrete sidewalks approximately four hundred seventy-five (475') feet in length varying in width between four (4') feet to eight (8') feet width, a driveway approximately fifty (50') feet in length fifteen (15') feet in width, a driveway approximately forty-two (42') feet in length twelve (12') feet in width, landscaping and irrigation, 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 maintenance and assuring that all accessibility and ADA requirements are met and maintained. 3. Landscaping to be maintained by property owner. 4. Irrigation must be designed to avoid spraying walkways, sidewalks and streets and/or creating hazardous conditions upon the walkways, sidewalks and streets. 5. Obstructions of more than be four (4') feet in height are prohibited within the sight-visibility triangle. 6. Forestry and Beautification shall be provided access to trees within the right of way for maintenance purposes. 7. All trees shall be protected and no large tree roots shall be removed from any existing trees. 8. Lighting standards to be reviewed and approved by Traffic Engineering and Planning. 9. Off-street parking spaces are not for the exclusive use of the applicant. These spaces may be metered by Parking Services. 10. Must comply with all requirements of the Design/Development Review Commission (D/DRC).
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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. SCDOT must approve any new landscaping installed along SCDOT roadways. Along Huger, consider species with a larger canopy to provide additional shade over sidewalk.
Land Development	Recommend approval.
Fire	Recommend approval.

Attachment: 2020-019 encroach adj 1320 Huger and Pulaski (908-Scannell) (5844 : Ordinance No.: 2020-019 encroach 908-Scannell adjacent to

**Address Point**

- Active
- Vacant

City Maintained**State Maintained****Others****Street & Ownership**

- Tax Parcel
- Interstate
- Highway

Red: Band_1**Green: Band_2****Blue: Band_3**

0 0.02 0.04 0.08 mi

CITY OF COLUMBIA**GIS DATA DISCLAIMER:**

The City of Columbia GIS data represented on this map or plan is the product of the compilation of data produced by others. It is provided for informational purposes only and the City of Columbia makes no representation as to its accuracy. Its use without field verification is at the sole risk of the user.



Huger Street

City of Columbia

This map was prepared using the City GIS Viewer:

City of Columbia - GIS Division
Thursday, February 13, 2020

**REQUEST FOR A PERMANENT COMMERCIAL ENCROACHMENT ORDINANCE
(INCLUDING OUTDOOR DINING/LANDSCAPING/STUDENT HOUSING)**

6.a

For a continuing encroachment on any type of property in which the City has an interest (i.e., rights of way, tree zone, sidewalk, streets), the person or entity is required to have an encroachment ordinance enacted by City Council permitting the encroachment. Encroachment ordinances are required for but not limited to: irrigation systems; landscaping; fencing; walls; pavers; walkways; outdoor dining items (chairs, tables, umbrellas, etc.); awnings; bollards and directional signs (i.e., churches) Business signs are NOT permitted via an encroachment. Encroachments must comply with all existing City codes, rules and regulations, the Americans with Disabilities Act, if applicable, and are subject to review and approval by City staff. Enactment of the encroachment ordinance by a majority vote of City Council, which is a discretionary legislative act, is also required. In order to obtain an encroachment ordinance from the City of Columbia, it will be necessary for the City of Columbia to be named as an additional insured on your insurance policy with limits being increased to \$600,000 as required by Sec. 11-71. It is recommended that you contact your insurance provider to determine if it will name the City of Columbia as an additional insured prior to submitting your request for an encroachment ordinance. If you have any questions concerning these requirements, please contact Chip Timmons with Risk Management, (803) 733-8306 or catimmons@columbiasc.net.

Please complete and submit this form along with photographs and drawings or site plan drawn to scale (including a 8-1/2 x11) to Johnathan Chambers by mail at jechambers@columbiasc.net; fax at 803-343-8779; or mail to Johnathan Chambers, Development Services, POB 147 Columbia, SC 29217, for preparation of an encroachment ordinance. Copies to City departments should be directed to the contact person for that department as shown below.

All work shall comply with the requirements of the City of Columbia and South Carolina Department of Transportation now in existence or hereafter enacted. The materials and type of finish to be used are to be approved by the City Engineer prior to installation. Any damage to the street or sidewalk caused by construction shall be repaired to the satisfaction of the City Manager. Improvements within the encroachment shall be maintained by the grantee at no cost to the City in a manner approved by the City Manager. Property owned, operated and maintained by SCDOT shall comply with SCDOT encroachment requirements.

Date: 2/11/2019 Property Owner: 908-Scannell (Columbia), LLC
Applicant's Name if different from Property Owner: _____
Contact Information: Telephone Number: 813-445-7101 Fax Number: _____
Mailing address: 2209 E. 7th Ave, Suite C, Tampa, FL 33605 E-mail address: jwilson@908group.com,
Business Name/Development Name for Encroachment: Nine at Columbia eduda@908group.com
Encroachment type: ☐ Wall ☐ Fence ☐ Columns ☐ Steps ☒ Irrigation System ☒ Landscaping ☒ Driveway ☒ Pavers ☒ Sidewalk/Walkway
Planters ☒ Awning ☒ Underground Utilities Other: Street Lighting

Dimensions (height/width/length): Sidewalks, Landscape with irrigation, Street lighting, driveways, water (i.e. 6'x42' wooden privacy fence; connection and storm connection within Pulaski Street and Huger Street two 12'x4'x3' concrete steps) rights-of-way. See plans.

Construction material: Concrete and landscaping. See Plans.

☐ **OUTDOOR DINING:** The Fire Marshal's posted capacity allowed within the business at the time of enactment of the outdoor dining encroachment ordinance shall include the total number of patron seating approved for the outdoor dining encroachment area, if not already included in the posted capacity allowance, so that patrons relocating from inside to the outside or from outside to the inside do not cause the posted capacity to be exceeded.

Hours/days of operation for outdoor dining: _____
Posted Maximum Capacity Allowance (inside/outside combined): _____ No. of chairs outdoors: _____ No. of Tables Outdoors: _____
Do you serve: ☐ Wine ☐ Beer ☐ Liquor SCDOR ABL No.: _____ If not, do you intend to apply for an ABL license? _____

I acknowledge that the adjoining property owners and businesses have been contacted and approve the addition of outdoor dining at this location to include the service of beer, wine and/or liquor if applicable during the business hours noted above, and that any changes made to the business hours, use of the encroachment area or items allowed within the encroachment area will require an amendment to the encroachment ordinance.

Name/Title: _____
Date: _____

I acknowledge that any changes made to the business, hours, use of the encroachment area, or items allowed within the encroachment area, to include obtaining a license to sell beer, wine and/or liquor will require an amendment to the encroachment ordinance.

Name/Title: _____
Date: _____

The proposed ordinance will be sent to the requesting party and City offices for review and approval. Johnathan Chambers will compile the recommendations and forward them to the City Clerk for scheduling before City Council. This process may take from 30-90 days.

CONTACT

Johnathan Chambers
John Fellows
Brian Cook
Jerry Thompson
Fanessa Pinckney
Amy Moore
Robert Harkins
Denny Daniels
Robert Anderson
Robert Sweat
David Brewer
Sara Hollar
John Hooks
Chip Timmons
David Koon
John David Spade
LR: 7/2014

DEPARTMENT

Development Services (Land Development)
Development Services (Planning)
Development Services (Zoning)
Development Services (Building Inspections)
Development Services (Permits)
Development Services (Historic Preservation)
Development Services (Plans Review)
Utilities & Engineering (Construction Management)
Public Works (Administration)
Public Works (Street Division)
Public Works (Traffic Engineering)
Public Works (Forestry & Beautification)
Public Works (Solid Waste)
Risk Management
Fire Department
Parking Services

PHONE

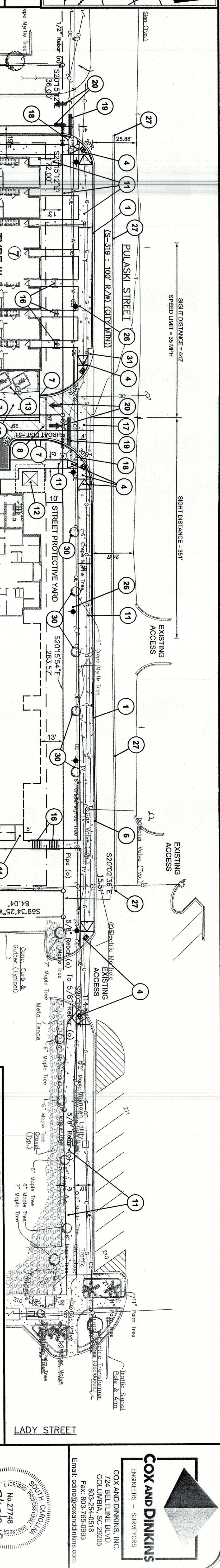
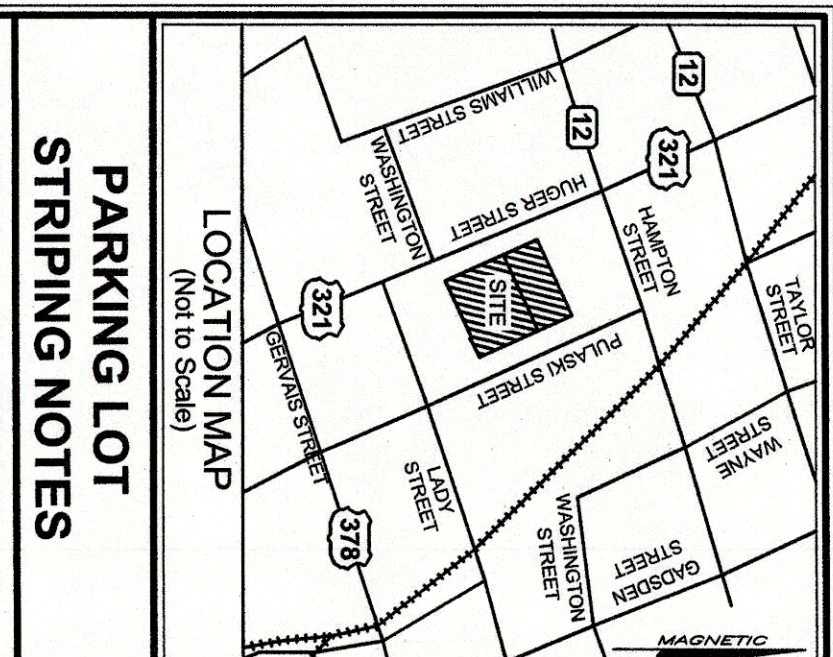
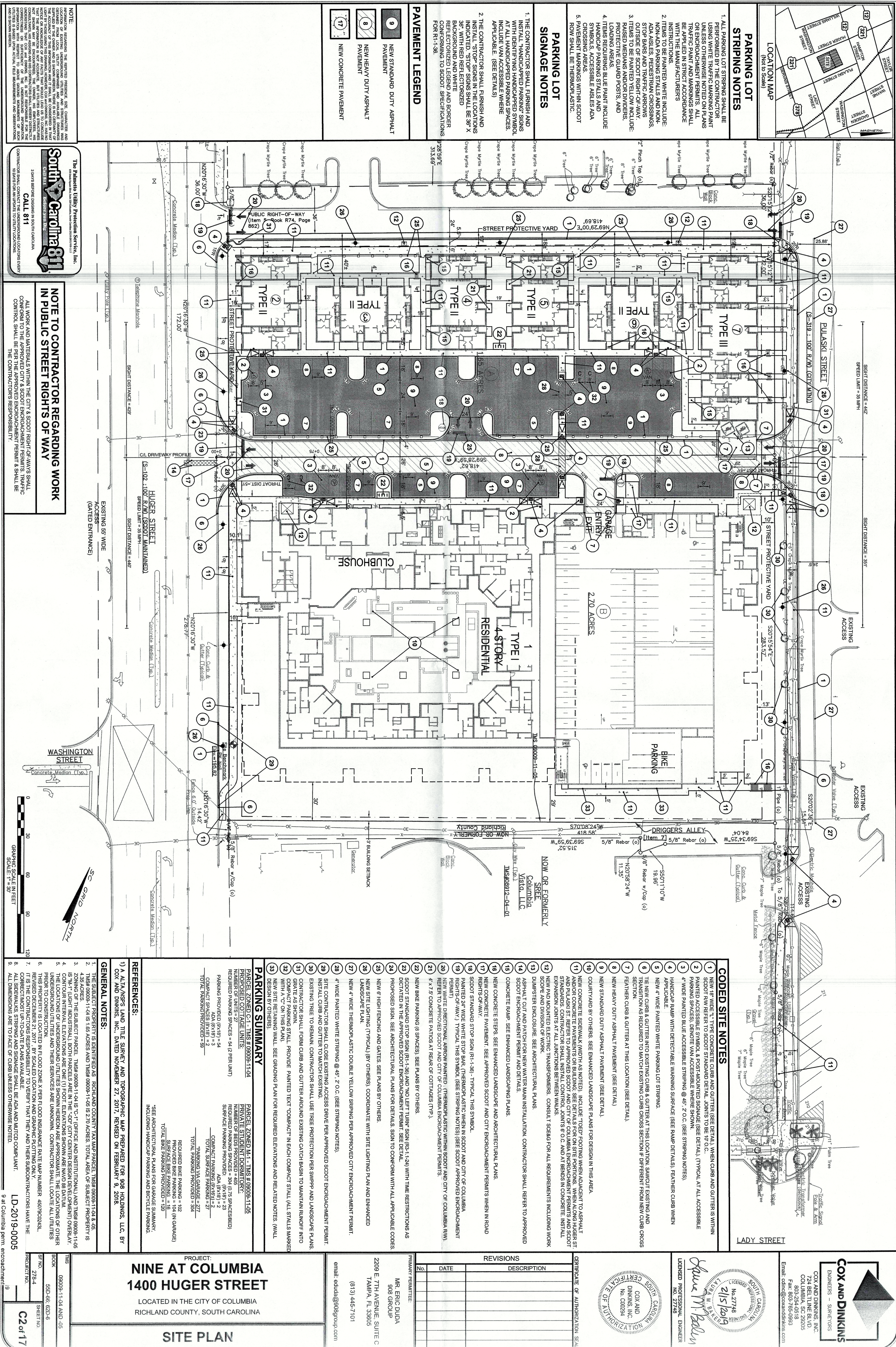
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FAX

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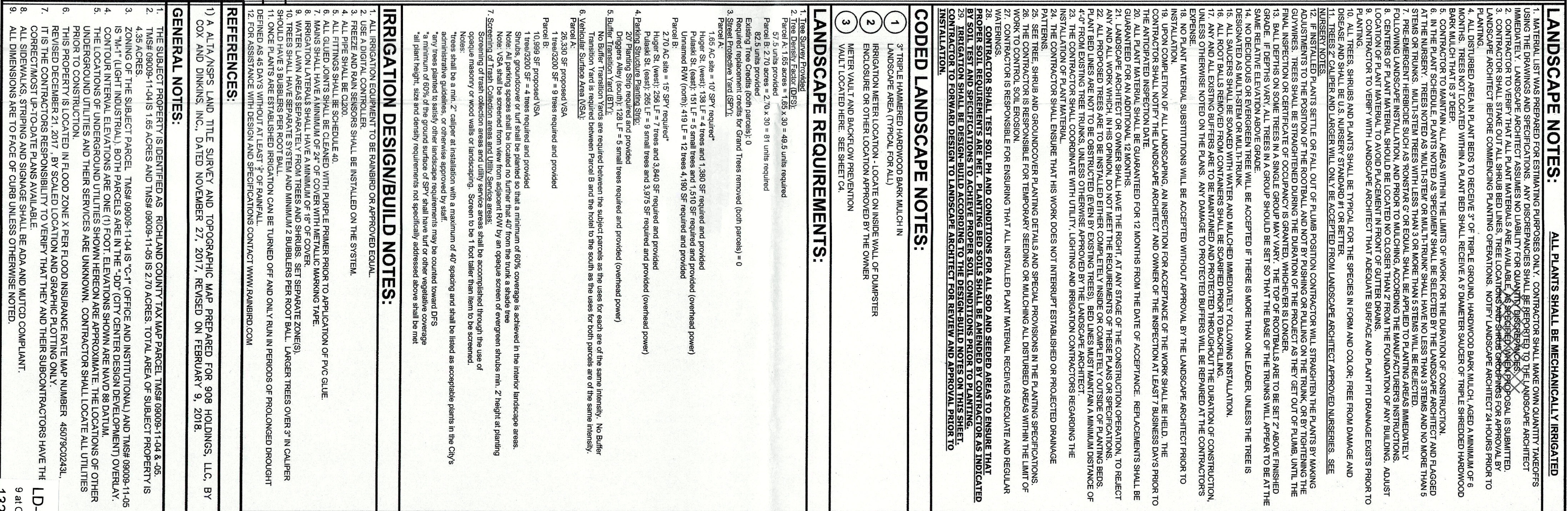
E-MAIL

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jsfellows@columbiasc.net
kbcook@columbiasc.net
jlthompson@columbiasc.net
fcpinckney@columbiasc.net
aemoore@columbiasc.net
rlharkins@columbiasc.net
jddaniels@columbiasc.net
raanderson@columbiasc.net
rgsweatt@columbiasc.net
ddb Brewer@columbiasc.net
sehollar@columbiasc.net
jphooks@columbiasc.net
catimmons@columbiasc.net
cfdgkoon@columbiasc.net
spade@columbiasc.net

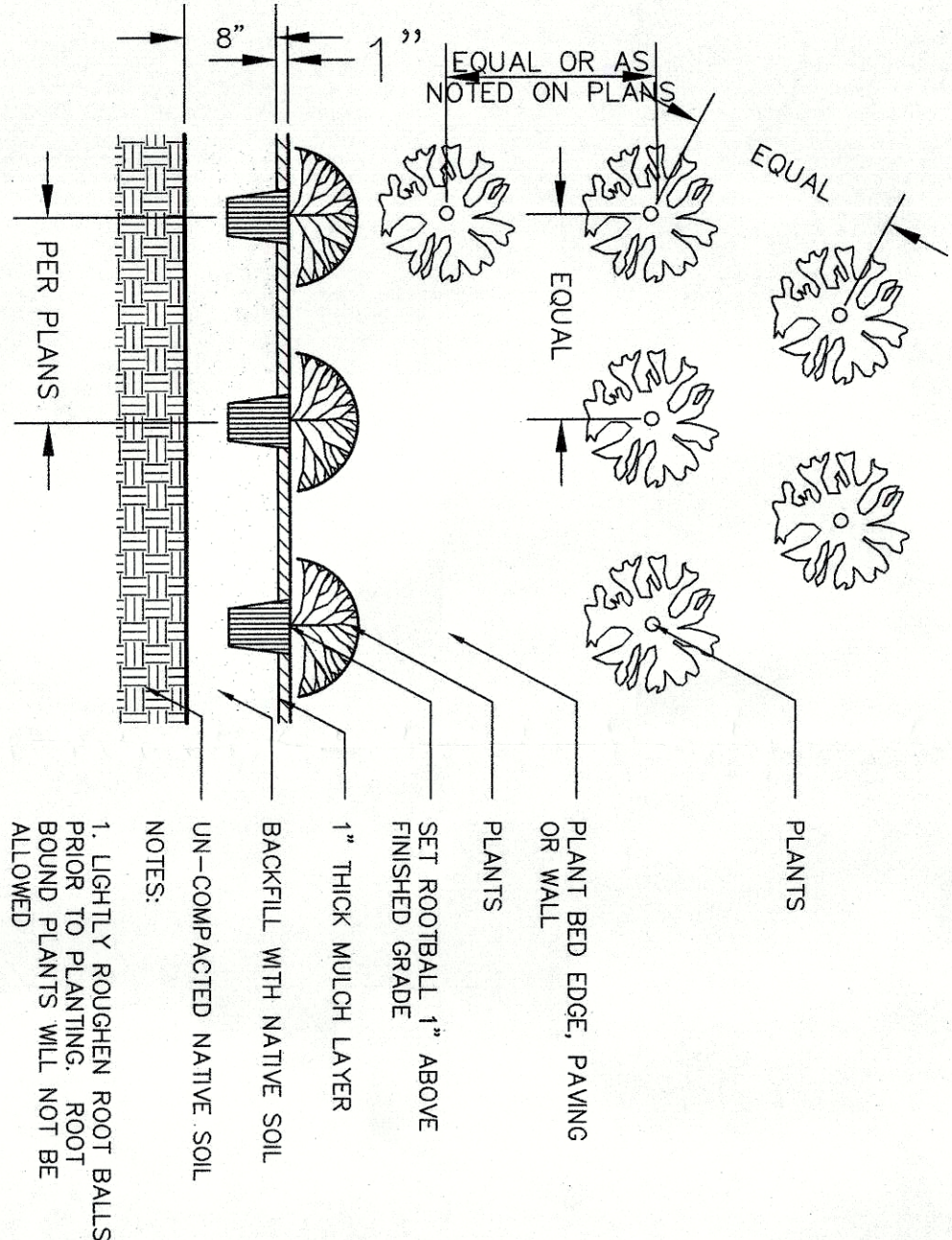


CODED SITE NOTES

1. NEW 18" WIDE "L" TYPE CONCRETE CURB AND GUTTER (SEE DETAIL). WHEN CURB AND GUTTER IS WITHIN SCOOT EAV REFER TO SCOOT STANDARD DETAIL. JOINTS TO BE IN O.C.
 2. PAINTED ACCESSIBLE SYMBOL, & POST-MOUNTED SIGNAGE (SEE DETAIL). (TYPICAL AT ALL ACCESSIBLE PARKING SPACES). DENOTE VAN ACCESSIBLE WHERE SHOWN.
 3. 4" WIDE PAINTED BLUE ACCESSIBLE STRIPING @ 45° Z.O.C. (SEE STRIPING NOTES).
 4. HANDICAP RAMP WITH DETECTABLE WARNING SURFACE (SEE RAMP DETAILS). FEATHER CURB WHEN APPLICABLE.
 5. NEW 4" WIDE PAINTED WHITE PARKING LOT STRIPING.
 6. THE NEW CURB & GUTTER INTO EXISTING CURB & GUTTER AT THIS LOCATION. SMOOTH EXISTING AND SECTION.
 7. FEATHER CURB & GUTTER AT THIS LOCATION (SEE DETAIL).
 8. NEW HEAVY DUTY ASPHALT PAVEMENT (SEE DETAIL).
 9. NEW STANDARD DUTY ASPHALT PAVEMENT (SEE DETAIL).
 10. COURTYARD BY OTHERS. SEE ENHANCED LANDSCAPE PLAN FOR DESIGN IN THIS AREA.
 11. NEW CONCRETE SIDEWALK (WIDTH AS NOTED). INCLUDE "TOEP" FOOTING WHEN ADJACENT TO ASPHALT AND/OR CONCRETE PAVEMENTS OR BUILDING. SEE DETAILS FOR ON SITE PORTIONS. WHEN ALONG HUGER ST AND PULASKI ST REFER TO SCOOT STANDARD DETAIL. JOINTS TO BE IN O.C. AND AT BENDS IN CONCRETE. INSTALL EXPANSION JOINTS AT ALL JUNCTIONS BETWEEN WALLS.
 12. NEW PAID MOUNTED ELECTRIC TRANSFORMERS. CONSULT SCS&G FOR ALL REQUIREMENTS INCLUDING WORK SCOPE AND DIVISION OF WORK.
 13. DUMPSTER ENCLOSURE. SEE ARCHITECTURAL PLANS.
 14. ASPHALT CUT AND PATCH FOR NEW WATER MAIN INSTALLATION. CONTRACTOR SHALL REFER TO APPROVED SCOOT ENCROACHMENT PERMIT AND DETAILS.
 15. CONCRETE RAMP. SEE ENHANCED LANDSCAPE AND ARCHITECTURAL PLANS.
 16. NEW CONCRETE STEPS. SEE ENHANCED LANDSCAPE AND ARCHITECTURAL PLANS.
 17. NEW CONCRETE PAVEMENT. SEE APPROVED SCOOT AND CITY ENCROACHMENT PERMITS WHEN IN ROAD RIGHTS-OF-WAY.
 18. SCOOT IS STANDARD STOP SIGN (R1-1-30). TYPICAL THIS SYMBOL.
 19. PAINTED 24" WIDE WHITE STOP BAR. (THERMOPLASTIC WHEN IN SCOOT AND CITY OF COLUMBIA RIGHTS-OF-WAY). TYPICAL THIS SYMBOL. (SEE STRIPING NOTES) (SEE SCOOT APPROVED ENCROACHMENT NEW WHITE DIRECTIONAL ARROW PAINTED). (THERMOPLASTIC WITHIN SCOOT AND CITY OF COLUMBIA R/W). REFER TO APPROVED SCOOT AND CITY OF COLUMBIA ENCROACHMENT PERMITS.
 20. 4' x 7.5' CONCRETE PATIOS AT REAR OF COTTAGES (TYP.).
 21. NEW BIKE PARKING (8 SPACES). SEE PLANS BY OTHERS.
 22. SCOOT STANDARD STOP SIGN (R1-1-30) AND "NO LEFT TURN" SIGN (R2-1-24) WITH TIME RESTRICTIONS AS DICTATED IN THE APPROVED SCOOT ENCROACHMENT PERMIT. SEE DETAIL.
 23. PROPOSED SIGN. SEE ARCHITECTURAL PLANS FOR DETAILS. SIGN TO CONFORM WITH ALL APPLICABLE CODES.
 24. NEW 6" HIGH FENCING AND GATES. SEE PLANS BY OTHERS.
 25. NEW SITE LIGHTING (TYPICAL) (BY OTHERS). COORDINATE WITH SITE LIGHTING PLAN AND ENHANCED LANDSCAPE PLAN.
 26. NEW 4" WIDE THERMOPLASTIC DOUBLE YELLOW STRIPING PER APPROVED CITY ENCROACHMENT PERMIT.
 27. 4" WIDE PAINTED WHITE STRIPING @ 45° Z.O.C. (SEE STRIPING NOTES).
 28. CONTRACTOR SHALL CLOSE EXISTING ACCESS DRIVE PER APPROVED SCOOT ENCROACHMENT PERMIT. INSTALL CURB AND GUTTER TO MATCH EXISTING.
 29. EXISTING TREE TO REMAIN. CONTRACTOR SHALL USE TREE PROTECTION PER SHIPP AND LANDSCAPE PLANS.
 30. CONTRACTOR SHALL FORM CURB AND GUTTER AROUND EXISTING CATCH BASIN TO MAINTAIN RUNOFF INTO GRADE AS SHOWN.
 31. STALL. PROVIDE PAINTED TEXT "COMPACT IN EACH COMPACT STALL (ALL STALLS MARKED WITH A "C" ON THIS PLAN).
 32. NEW SITE RETAINING WALL. SEE GRADING PLAN FOR REQUIRED ELEVATIONS AND RELATED NOTES (WALL DESIGN BY OTHERS).
 33. DESIGN BY OTHERS).
- PARKING SUMMARY**
- | PARCEL ZONED C-1 - TMS # 09009-11-04 | PROPOSED COTTAGE UNITS | PRIVATE STUDENT DOMINATORY |
|---|---|---|
| NUMBER OF UNITS = 27 | NUMBER OF BEDS PROVIDED = 405 | NUMBER OF BEDS PROVIDED = 405 |
| REQUIRED PARKING SPACES = 54 (2 PER UNIT) | REQUIRED PARKING SPACES = 54 (2 PER UNIT) | REQUIRED PARKING SPACES = 54 (2 PER UNIT) |
| PARKING PROVIDED (9'x18') = 54 | PARKING PROVIDED (9'x18') = 54 | PARKING PROVIDED (9'x18') = 54 |
| COMPACT PARKING (9'x18') = 2 | COMPACT PARKING (9'x18') = 2 | COMPACT PARKING (9'x18') = 2 |
| TOTAL PARKING PROVIDED = 56 | TOTAL PARKING PROVIDED = 56 | TOTAL PARKING PROVIDED = 56 |
- REFERENCES:**
1. A ALTA/SF/S LAND TITLE SURVEY AND TOPOGRAPHIC MAP PREPARED FOR 908 HOLDINGS, LLC, BY COX AND DINKINS, INC., DATED NOVEMBER 27, 2017. REVISED ON FEBRUARY 9, 2018.
 2. THE SUBJECT PROPERTY IS IDENTIFIED AS: RICHLAND COUNTY TAX MAP PARCEL TMS# 09009-11-04 & .05.
 3. TMS# 09009-11-04 IS 1.66 ACRES AND TMS# 09009-11-05 IS 2.70 ACRES. TOTAL AREA OF SUBJECT PROPERTY IS 4.36 ACRES.
 4. THE SUBJECT PARCEL, TMS# 09009-11-04 IS "C-1" (OFFICE AND INSTITUTIONAL) AND TMS# 09009-11-05 IS "M-1" (LIGHT INDUSTRIAL). BOTH PARCELS ARE IN THE "C-1" CITY CENTER DESIGN DEVELOPMENT OVERLAY.
 5. THE LOCATION OF UNDERGROUND UTILITIES SHOWN HEREON ARE APPROXIMATE. THE LOCATIONS OF OTHER UNDERGROUND UTILITIES AND THEIR SERVICES ARE UNKNOWN. CONTRACTOR SHALL LOCATE ALL UTILITIES PRIOR TO CONSTRUCTION.
 6. THIS PROPERTY IS LOCATED IN FLOOD ZONE X PER FLOOD INSURANCE RATE MAP NUMBER 450702043L.
 7. REVISED DECEMBER 21, 2017, BY SCALED LOCATION AND GRAPHIC PLOTTING ONLY.
 8. CORRECTED UP-TO-DATE PLANS AVAILABLE. SEE LID AND MATCH COMPLANT.
 9. ALL DIMENSIONS ARE TO FACE OF CURB UNLESS OTHERWISE NOTED.
- GENERAL NOTES:**
1. A ALTA/SF/S LAND TITLE SURVEY AND TOPOGRAPHIC MAP PREPARED FOR 908 HOLDINGS, LLC, BY COX AND DINKINS, INC., DATED NOVEMBER 27, 2017. REVISED ON FEBRUARY 9, 2018.
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 8. CORRECTED UP-TO-DATE PLANS AVAILABLE. SEE LID AND MATCH COMPLANT.
 9. ALL DIMENSIONS ARE TO FACE OF CURB UNLESS OTHERWISE NOTED.
- PROJECT:**
- NINE AT COLUMBIA**
1400 HUGER STREET
LOCATED IN THE CITY OF COLUMBIA
RICHLAND COUNTY, SOUTH CAROLINA
- SITE PLAN**
- REVISIONS**
- | NO. | DATE | DESCRIPTION |
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- MR. ERIC DUDA**
908 GROUP
2208 E. 7TH AVENUE, SUITE C
TAMPA, FL 33605
(813) 445-7101
email: eduda@908group.com
- COX AND DINKINS, INC.**
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724 BELTLINE BLVD.
COLUMBIA, SC 29205
803-727-5018
Fax: 803-727-5013
Email: cdinkins@coxanddinkins.com
- COX AND DINKINS, INC.**
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803-727-5018
Fax: 803-727-5013
Email: cdinkins@coxanddinkins.com
- LD-2019-0005**
9 at Columbia term encroachment
- C2 of 17**



LD-2019-0005
9 at Columbia perm. encroachment
12328 1400 11th St



TREE PLANTING DETAIL

SMALL TREE PLANTING DETAILS

SHRUB PLANTING DETAILS

[illegible]

NOTE: Materials list was prepared for estimating purposes. Contractor shall make own quantity take-off from drawings and specifications to determine quantities to his satisfaction, reporting promptly any discrepancies which may effect bidding. In the event of a plant quantity discrepancy, the planting plan shall take precedence over the plant schedule.

[illegible]

THE FOLLOWING ARE ACCEPTABLE NURSERIES FOR TREES 2" CALIPER AND ABOVE, AS WELL AS CROCK HORTICLES.

1. CHERRY LAKE TREE NURSERY 800/423-2171
2. SHADY GROVE NURSERY 800/944-5723
3. BOLD SPRINGS NURSERY 478/382-6895
4. BOLD SPRINGS NURSERY 478/382-6895
5. LONG BRANCH NURSERY (609)956-0899

TREES WILL NOT BE ACCEPTED FROM ANY OTHER NURSERY WITHOUT PRIOR WRITTEN APPROVAL FROM THE LANDSCAPE ARCHITECT. CONTRACTOR SHALL PROVIDE LANDSCAPE ARCHITECT WITH WRITTEN PERMISSION OF THE OWNER OF THE PLANT MATERIAL IN THE RELOCATION OF THE PLANT MATERIAL TO THE LANDSCAPE ARCHITECT AS AUTHORIZED FOR IMPROVED LIST OF ACCEPTED NUMBERS. AS QUALIFIED NUMBERS MAY BE ADDED IF NECESSARY.

TREES THAT ARE ANTICIPATED TO BE INSTALLED FROM MAY 1 THROUGH SEPTEMBER 31 SHALL BE CONTAINER GROWN BY THE NURSERY. IF CONTAINERED TREES ARE NOT CONTAINER GROWN BY THE NURSERY, THE PLANTER SHALL EXHIBIT A PROOF OF PLANTING. THE PLANTER SHALL EXHIBIT A PROOF OF PLANTING TO THE LANDSCAPE ARCHITECT PRIOR TO BEING ACCEPTED BY THE LANDSCAPE ARCHITECT.

ALL PLANTS SHALL BE MECHANICALLY IRRIGATED

[illegible]

① 3" TRIPLE HAMMERED HARDWOOD BARK MULCH IN LANDSCAPE AREA (TYPICAL FOR ALL)

2 IRRIGATION METER LOCATION - LOCATE ON INSIDE WALL OF DUMPSTER ENCLOSURE OR OTHER LOCATION APPROVED BY THE OWNER

2 IRRIGATION METER LOCATION - LOCATE ON INSIDE WALL OF DUMPSTER ENCLOSURE OR OTHER LOCATION APPROVED BY THE OWNER

[illegible]

CERTIFICATE OF AUTHORIZATION SEAL

REGISTERED LANDSCAPE ARCHITECT

2/15/19

STATE OF CALIFORNIA
REGISTERED LANDSCAPE ARCHITECT
No. 1057
JANUARY 1, 1971
JANUARY 1, 1971



COX AND DINKINS
ENGINEERS — SURVEYORS

COX AND DINKINS, INC.
724 BELTLINE BLVD.
COLUMBIA, SC 29205
Phone: 803-254-0516
Fax: 803-257-0993

Email: cdinc@coxanddinkins.com

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MR. ERIC DUDA
908 GROUP
2209 E. 7TH AVENUE, SUITE C
TAMPA, FL 33605
(813) 445-7101
email: eduda@908group.com

PROJECT:
NINE AT COLUMBIA
1400 HUGER STREET
LOCATED IN THE CITY OF COLUMBIA
RICHLAND COUNTY, SOUTH CAROLINA

LANDSCAPE DETAILS

BOOK	09009-11-04 AYND -05
	55D-66; 62D-6
SF NO.	278-4
PROJECT NO.	2029
DATE	2/15/2019
SHEET NO.	
L2 of 17	



We Are Columbia

MEETING DATE: May 12, 2020

DEPARTMENT: Legal Department

FROM: *Shari Ardis, Legal Office Manager*

SUBJECT: Ordinance No.: 2020-026 Authorizing the City Manager to execute a Lease Agreement between the City of Columbia and 701 Whaley/Olympia, LLC for lease of a portion of the Wayne Street right of way adjacent to 701 Whaley Street, portion of Richland County TMS#08913-12-01, 08913-12-08 and 08913-12-10

**FUNDING SOURCE &
ORIGINAL BUDGET:**

FOCUS AREAS: Connecting Our Community, Economic Prosperity - Endless Possibilities, Empowering Our Residents, Planning Together

ATTACHMENTS:

- 2020-026 Lease 701 Whaley Olympia LLC pt Wayne Street (PDF)

ORDINANCE NO.: 2020-026

Authorizing the City Manager to execute a Lease Agreement between the City of Columbia and 701 Whaley/Olympia, LLC for lease of a portion of the Wayne Street right of way area adjacent to 701 Whaley Street, portion of Richland County TMS #08913-12-01, 08913-12-08 and 08913-12-10

BE IT RESOLVED by the Mayor and City Council this ____ day of _____, 2020, that the City Manager is authorized to execute the attached Lease Agreement between the City of Columbia and 701 Whaley/Olympia, LLC for lease of a portion of the Wayne Street right of way area adjacent to 701 Whaley Street, portion of Richland County TMS #08913-12-01, 08913-12-08 and 08913-12-10, or on a form approved by the City Attorney.

Requested by:

Assistant City Manager Gentry

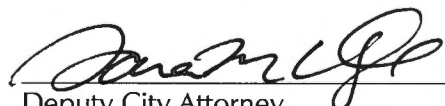
Mayor

Approved by:

City Manager

Approved as to form:

ATTEST:



Deputy City Attorney

City Clerk

Introduced:

Final Reading:

STATE OF SOUTH CAROLINA	)	
	)	LEASE AGREEMENT
COUNTY OF RICHLAND	)	(Ordinance No.: 2020-026)

This Lease Agreement ("Lease" or "Agreement") is made and entered into by and between the City of Columbia, South Carolina, a municipality organized and existing under the laws of the State of South Carolina ("Lessor") and 701 Whaley/Olympia LLC, a South Carolina Limited Liability Company organized and existing under the State of South Carolina ("Lessee").

In consideration of the mutual covenants and agreements herein contained, and of other good and valuable consideration, the receipt and legal sufficiency of which is hereby acknowledged, Lessor hereby demises and rents to Lessee and Lessee hereby leases the premises described below upon the terms, covenants and conditions hereinafter contained.

1. **Leased Premises.** The Lessor grants to the Lessee the right to occupy and use, subject to the terms and conditions of this agreement, the premises shaded in red in Exhibits A and B attached hereto ("Premises"), a portion of those parcels known as Richland County TMS #08913-12-01, 08913-12-08 and 08913-12-10 in Columbia, County of Richland, State of South Carolina, consisting of a portion of the eastern right-of-way of Wayne Street, from the eastern boundary of the sidewalk along Wayne Street to the eastern edge of the right-of-way.

2. **Term.** The Term ("Term") of this Lease shall be upon the execution of this Lease by both parties through December 31, 2038, with the option to renew for three (3) additional ten-(10) year terms should the parties agree in writing.

3. **Rent.** The rent payable under this Lease shall be One and No/100 (\$1.00) Dollars per year.

4. **Construction of Improvements and Maintenance.** The Lessee, at its own expense and not that of the Lessor, may construct or cause to be constructed temporary or permanent improvements ("Improvements") upon the Premises. Such Improvements may include, but not be limited to a handicap accessible ramp adjoining the sidewalk, seating, landscaping features, and signage. Lessee shall also be responsible for maintenance of the grounds of the Premises. Lessee agrees to comply with Lessor's Code of Laws as may, from time to time, be amended for any such improvements.

5. **Assignment and subletting.** The Lessee shall not assign its rights under this Lease, nor shall the Lessee sublicense its interest in the Premises to any third party, without the prior written consent of the Lessor.

6. **Taxes and Insurance.** Lessee shall pay all real property taxes, if any, associated with the property during the term of this Lease without contribution from the Lessor. Lessee shall maintain general liability insurance with limits of \$1,000,000.00 per claim and \$2,000,000.00 per aggregate and property and casualty coverage during the term of this Lease and all renewals thereof without contribution from the Lessor.

7. **Termination.** Either party may terminate this Agreement upon one hundred and twenty (120) days' written notice to the other party. Upon such termination, neither party shall have any further obligation to the other party and this lease shall be null and void. Improvements made to the Premises during any Term of this Lease shall either be removed by Lessee or shall become the property of the Lessor in the City's sole discretion.

8. **Quiet Enjoyment.** Lessor covenants that Lessee shall and may peaceably and quietly have, hold and enjoy said premises for and during the lease term subject to any State or Federal regulatory provisions, condemnation actions or other such actions taken by authorities with superior claims.

9. **Notices.** Any notice, demand and/or request which under the terms of this lease or under any statute must or may be given or made by either of the parties to the other party shall be in writing and shall be given by registered or certified mail with return receipt requested, addressed to the party as follows:

Lessor:
City of Columbia
Attn.: City Manager
P. O. Box 147
Columbia, SC 29217

Lessee:
701 Whaley/Olympia, LLC
c/o Richard Burt
P.O. Box 5233
Columbia, SC 29250

Either party may designate a different address for receipt of notices by written notification to the other party. Any notice under this lease shall be deemed to have been given at the time it is placed in the mail with sufficient postage prepaid.

10. **Utilities.** Any utilities located on the Premises and within the right-of-way of Wayne Street shall be moved, if necessary, by the Lessee at Lessee's expense.

11. **Waiver.** No waiver of any provision of this Lease shall be effective unless stated in writing and signed by the Lessor and the Lessee.

12. **Entire Agreement.** This Lease constitutes the entire and complete agreement between the parties, unless modified by a further agreement in writing executed by the Lessor and the Lessee.

13. **Choice of Law.** This Lease Agreement shall be governed, construed and enforced in accordance with the laws of the State of South Carolina.

IN WITNESS WHEREOF, the undersigned have executed this Lease Agreement effective as of the day and year of the last signature hereinbelow.

WITNESSES:

CITY OF COLUMBIA

BY: _____

Teresa B. Wilson

ITS: City Manager

Date: _____

701 WHALEY/OLYMPIA, LLC

BY: _____

Print Name: _____

ITS: _____

Date: _____

APPROVED AS TO FORM

[Signature]



We Are Columbia

MEETING DATE: May 12, 2020

DEPARTMENT: Legal Department

FROM: *Shari Ardis, Legal Office Manager*

SUBJECT: Ordinance No.: 2020-043 Authorizing the City Manager to execute a Thirteenth 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

FUNDING SOURCE & ORIGINAL BUDGET:

FOCUS AREAS: Economic Prosperity - Endless Possibilities, Empowering Our Residents, Enhancing Columbia's Neighborhoods, Planning Together

ATTACHMENTS:

- 2020-054 Bright-Meyers 13th Amendment to Agreement (Capital Stadium) (PDF)

ORDINANCE NO.: 2020-043

Authorizing the City Manager to execute a Thirteenth 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 _____, 2020, that the City Manager is authorized to execute the attached Thirteenth 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:

ATTEST:


Deputy City Attorney

City Clerk

Introduced:

Final Reading:

THIRTEENTH AMENDMENT TO PURCHASE AGREEMENT

This Thirteenth Amendment to Purchase Agreement (the "Thirteenth Amendment") is made and entered into by and between the City of Columbia, hereinafter referred to as "Seller", and Ballpark, LLC, a South Carolina limited liability company, as assignee of Bright-Meyers Assembly Street, LLC, hereinafter referred to as "Buyer" effective as of the Amendment Effective Date (as hereinafter defined).

WITNESSETH:

WHEREAS, Seller and Bright-Meyers 2001 LLC entered into a Purchase Agreement effective August 27, 2012 (as amended by twelve prior instruments, the "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, pursuant to that certain Assignment of Purchase Agreement dated October 15, 2018 Bright Meyers 2001 LLC assigned its rights and obligations under the Agreement to its affiliate, Bright-Meyers Assembly Street, LLC, a Tennessee limited liability company; and,

WHEREAS, pursuant to that certain Assignment of Contract dated January 29, 2019 Bright-Meyers Assembly Street, LLC assigned its rights and obligations under the Agreement to Ballpark, LLC; and,

WHEREAS, the Agreement was most recently further modified, amended and clarified by that certain Twelfth Amendment to Purchase Agreement effective June 26, 2019 (the "Twelfth Amendment"); and,

WHEREAS, Seller and Buyer mutually desire to further modify and amend said Agreement;

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:

1. Paragraph 14 of the Agreement is amended to provide that the Closing shall take place no later than July 31, 2020; provided however, that Buyer shall give Seller written notice of its intent to close at least eight (8) weeks prior to the desired Closing date.
2. Exhibit A attached to the Twelfth Amendment is hereby deleted in its entirety and is replaced with Exhibit A attached to this Thirteenth Amendment.
3. The "Amendment Effective Date" is the date on which this Amendment is signed by both parties hereto.

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 Thirteenth 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 Thirteenth Amendment to Purchase Agreement to be executed and effective as of the date of the last signature herein below.

WITNESSES:

SELLER: CITY OF COLUMBIA

BY: _____
Teresa B. Wilson

ITS: City Manager

Date: _____

BUYER: BALLPARK, LLC

BY: _____

Name: _____

ITS: _____

Date: _____

APPROVED AS TO FORM

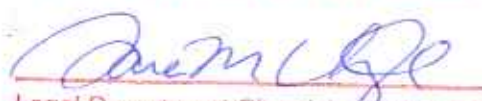

Legal Department City of Columbia, SC

Exhibit "A"

Limited Warranty Deed with Covenants

SEE ATTACHED

This deed was prepared in the law offices of
BURR FORMAN McNAIR
 Post Office Box 11390
 Columbia, SC 29211
 Attn: Judith L. McInnis

STATE OF SOUTH CAROLINA)
)
COUNTY OF RICHLAND)

INDENTURE LIMITED WARRANTY DEED
(With Covenants)

THIS INDENTURE LIMITED WARRANTY DEED (“Deed”) made effective as of the _____ day of _____, 2019, by and between CITY OF COLUMBIA, SOUTH CAROLINA, (“Grantor”), and BALLPARK, LLC, a South Carolina limited liability company (“Grantee”), having an address at _____; in this Deed, the singular shall include the plural, and plural shall include the singular, and the gender shall include all genders.

FOR AND IN CONSIDERATION of the covenants and conditions hereinafter contained and the sum of Ten and 00/100 Dollars (\$10.00) and other valuable consideration, paid to Grantor at and before the sealing of these presents by the Grantee, in the State aforesaid, the receipt and adequacy whereof is hereby acknowledged, SUBJECT TO easements, restrictions, reservations, agreements, covenants, and conditions set forth below, Grantor has granted, bargained, sold and released and by these presents does grant, bargain, sell and release, unto the said Grantee, the real property described on Exhibit A attached hereto and incorporated herein (hereinafter referred to as the "Property").

The Property is conveyed subject to all matters of record in the Register of Deeds Office for Richland County, South Carolina affecting title, ad valorem property taxes, zoning laws and ordinances, and to all matters that would be revealed by an accurate survey or inspection of the Property.

The Property is conveyed subject to all easements, restrictions, reservations, agreements, covenants and conditions set forth on Exhibit B attached hereto and incorporated herein.

Grantee agrees to observe and perform its obligations as set forth herein.

TOGETHER with all and singular the rights, members, hereditaments and appurtenances to the Property belonging, or in anywise incident or appertaining.

TO HAVE AND TO HOLD all and singular the Property, unto the Grantee, its successors and assigns forever; subject, however, to the easements, restrictions, reservations, agreements, covenants and conditions that constitute covenants running with the land, all as set forth herein above.

Subject to the matters set forth above, Grantor does hereby bind itself to warrant and forever defend all and singular the Property unto Grantee, its successors assigns, from and against Grantor and its successors and assigns, but no others.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

BALLPARK, LLC, a South Carolina limited
liability company

Signature of 1st Witness

By: _____

Name: _____

Title: _____

Signature of 2nd Witness/Notary Public

STATE OF SOUTH CAROLINA)
)
COUNTY OF RICHLAND)

ACKNOWLEDGEMENT

I, the undersigned Notary Public, do hereby certify that
_____, as _____ of
BALLPARK, LLC, a South Carolina limited liability company, by and on behalf of company,
personally appeared before me this day and acknowledged the due execution of the foregoing
instrument.

Witness my hand and official seal this the _____ day of _____, 2019.

Notary Public for South Carolina
Print Name: _____

My Commission Expires: _____

(NOTARIAL SEAL)

EXHIBIT A

Derivation:

TMS No.: 11204-02-02

DRAFT

EXHIBIT B

- A. The Property is conveyed subject to the following easements, restrictions, reservations, agreements, covenants and conditions (collectively the “Covenants”):
1. The Property shall be held, developed and operated subject to and as provided in the Commercial Development Guidelines attached hereto and incorporated herein as Exhibit B-1.
 2. The Property shall be held, developed and operated subject to and as provided in the City of Columbia Best Management Practice Design Manual attached hereto and incorporated herein as Exhibit B-2.
 3. The Property shall be held, developed and operated subject to and as provided in the Rocky Branch and Rocky Branch Watershed Improvements attached hereto and incorporated herein as Exhibit B-3.
 4. Grantee shall cause the Property to be cleared of all structures and all debris removed, in accordance with all applicable laws, at the Grantee’s expense, within ninety (90) days of the date of this Indenture Deed.
 5. For and during the period commencing on the date of recording of this Indenture Limited Warranty Deed and ending on that date five (5) years thereafter (the “Restricted Period”), the Property shall at all times, be owned by the individual or entity that owns the property described on Exhibit C attached hereto and incorporated herein (the “Adjacent Property”, and, together with the Property, the “Combined Property”). During the Restricted Period the Combined Property shall not be subdivided, and shall not be sold, conveyed, mortgaged, pledged, or assigned except as one entire parcel.
 6. The Grantee shall commence vertical construction of improvements on the Property no later than July 1, 2022. Vertical construction shall commence with the pouring of footings for such improvements.
 7. Not later than December 31, 2023, the improvements developed and occupied or ready for occupancy on the Property shall contain a minimum of 20,000 SF of street front commercial and retail space.
- B. If the Grantee or its successors and assigns, or any developer, operator, tenant or person/entity in possession of all or any part of the Property (collectively the “Owner/Operator”) fails to comply with all of the Covenants with regard to the portion of the Property owned, leased or otherwise controlled by the Owner/Operator, the Grantor shall provide written notice to the Owner/Operator of such non-compliance and the Owner/Operator shall have thirty (30) days from the date of such notice to take such actions that may be required to cause the Property to comply with the covenants (or if such

corrective actions would reasonably be expected to take longer than thirty (30) days, the Owner/Operator shall promptly commence such efforts and then diligently pursue such corrective actions to completion). In the event the Owner/Operator fails to undertake such corrective actions in the manner stated above, the Grantor, its successors and assigns, shall, at its option, have the right to

1. Compel compliance with the Covenants by pursuing any action available to the Grantor at law or in equity; and
 2. Assess and collect damages from the Owner/Operator in the amount of \$500 per day during the time such violation of the Covenants or failure to comply with the Request continues.
- C. The Covenants set forth herein and the rights of Grantor to enforce such Covenants are separate and distinct from the laws, regulations, ordinances and requirements of the City of Columbia. Approval, disapproval, waiver or other action pursuant to the Deed by Grantor shall be separate and distinct from, and shall have no bearing on, the laws, regulations, ordinances and requirements of the City of Columbia.
- D. The Covenants may be amended from time to time by recorded instrument executed by Grantor and Grantee.
- E. If any legal action or proceeding is brought by Grantor to enforce any of the Covenants, all reasonable attorneys' fees and costs related thereto incurred by Grantor shall be paid by the Grantee if the Grantor prevails in such action or proceeding.
- F. The provisions in this Deed are intended to be independent. In the event any provisions of this Deed should be declared by a court of competent jurisdiction to be invalid, illegal or unenforceable for any reason whatsoever, such illegality, unenforceability or invalidity shall not affect other provisions of this Deed.
- G. Failure of the Grantor to insist upon compliance with any provision hereof shall not constitute a waiver of the rights of the Grantor to subsequently insist upon compliance with this Deed nor in any way affect the validity of all or any part of this Deed. No waiver of any breach of this Deed shall constitute a waiver of any other or subsequent breach.

Exhibit B-1
Design and Development Guidelines
April ##, 2019

The Property shall be designed and developed in conformance with the Innovista Design Guidelines as amended June 5, 2018 and attached as reference with the following additions and clarifications.

1. **Review.** Review of site, building and overall design of the project shall occur by a committee of city staff consisting of the Director of Planning and Development Services, Planning Administrator, Land Development Administrator, Urban Design Planner, and the City Storm Water Manager. Review and approval shall occur prior to submitting the project to the City of Columbia for development approval.
2. **Architectural Style.** The context, form, layout and design features of the development shall consider urban forms as well as mill structures, and mill villages. Consideration of context shall be considered in relationship to architectural detailing, and materials. Standard suburban and/or marketing/branding Architecture and site design is not acceptable. The entire development shall be designed as unified whole.
3. **Site Design and Relationship to Surrounding Community**
 - a. The Buyer will work with USC and Comet to facilitate the location of a bus stop at the development.
 - b. The entire site shall be designed for pedestrian connectivity.
 - c. A minimum of one pedestrian connection to the site from each public right of way shall be provided for each vehicular access point.
 - d. Pedestrian connections that are adjacent to a vehicular access points or parking areas shall be separated by an average of six (6) feet of green space to be planted with trees.
 - e. Internal pedestrian connections shall interconnect with one another, and shall provide continental painted crosswalks at each point of crossing of vehicular areas.
 - f. Pedestrian areas to rear support functions and other non semi-public areas are not required.
 - g. Pedestrian connections to Bluff Road shall be provided.
 - h. Bicycle facilities shall be provided at a rate of one connection for each vehicular access point provided. Facilities shall be limited to interior circulation routes and not the general parking areas for vehicles.
 - i. Bike facilities shall be provided along Assembly Street per section 5. below.
 - j. Bike facilities and pavement markings shall be analyzed for the intersection of Assembly and Main Entry and shall be based upon final circulation layout and overall design.
 - k. Bike parking layout and racks shall comply with the Association of Pedestrian and Bicycle Professionals Bicycle Parking Guidelines 2nd Edition or later.

- I. All bike facilities on public and private streets and on access roads adjacent to or within the development shall comply with the National Association of City Transportation Officials Urban Street Design Guide and Urban Bikeway Design Guidelines

4. Lighting.

- a. All lighting shall be full cut off style fixtures to reduce light pollution.
- b. No pole mounted light within the main tenant parking field shall be higher than 35 feet from its mount. The developer shall provide lower poles within smaller parking fields and access drives.
- c. Pedestrian style lighting shall be provided along the entry facades of each structure as well as multi-use paths and sidewalk areas that are not illuminated by parking lot lighting. Pedestrian lighting within the site shall coordinate with the City of Columbia Standard for the downtown area and be full cut off when appropriate.

5. Improvements to the Public Right of way

- a. One standard pedestrian/ road street light, shall be provided parallel to Assembly Street and Dreyfus rights of way per 80 feet of right of way, or as determined by the City Traffic Engineering Department. Lighting style, color, installation and all other specifications shall comply with all City Requirements and coordinate with downtown acorn fixture design or other approved design.
- b. Curb and Gutter shall be provided along Assembly Street and Dreyfus Road and turn the corner at the Ferguson Street intersection.
- c. The Buyer will provide signalization of Ferguson Street and Assembly Street contingent on DOT approval/permitting.
- d. All sidewalks shall comply with all ADA regulations. Crosswalks shall be provided at all intersections meeting requirements by the City Engineer.
- e. A pedestrian sidewalk shall be provided along the rights of way of Assembly Street and Dreyfus Road adjacent to the parcel. Walkways shall have a minimum width of 8 feet
- f. Shade trees shall be provided as single row of trees within a 5 foot-7 foot (7ft max. 5-foot min.) tree lawn. Shade trees shall be provided as a single row of trees between the separated bike facility and the pedestrian sidewalk. Trees alternating pattern. Flexibility as to location do to entries and site conditions may require wider or tighter spacing.
- g. Sidewalk pavement shall consist of a combination of scored concrete paving, and concrete pavers.
- h. Sidewalk areas located near development entrances and intersections shall be paved with concrete pavers and have detailing substantially similar to detailing located at the southwest corner of Assembly Street and Whaley Street.
- i. 8. Tree species shall be of a type that will at maturity canopy approximately 75% of the sidewalk area as shade during summer months.

- j. 9. A separated dedicated bike lane shall be provided parallel to Assembly Street and Dreyfus and shall be designed to allow future north south connections. The separated dedicated bike lane shall have clearly identifiable crossings at intersections or transitions to on road lanes or sharrows. Alternatively, a series of bike lanes, Cycle Tracks, or other bike amenities may be considered by the review committee and the developer at the time of construction or as indicated in the City of Columbia Pedestrian and Bicycle Master Plan draft or adopted document. All bike facilities within the right of way shall comply with NACTO Urban Bikeway Design Guide.

6. Environmental

- a. Stream buffers. The development shall exceed the BMP manual to utilize state of the art techniques to insure water quality is improved, while also complying with the City's Low Impact Development BMP Manual and Stream Buffer language when proposing site design with respect to quality and quantity.
- b. Relocations of streams shall create a naturalized effect through the use of topography, plant life, bank stabilization, and a path that meanders, etc.

EXHIBIT B-2**City of Columbia Best Management
Practice Design Manual**

DRAFT

EXHIBIT B-3

Rocky Branch and Rocky Branch Watershed Improvements

The Buyer, its successors and assigns, shall make necessary improvements to the Bluff Road railroad embankment, remove the railroad trestle downstream of Olympia Avenue and enlarge the Olympia Avenue culvert crossing to enhance water quality and improve flooding conditions in the area to a degree that is acceptable to the Buyer, Seller, and County and as recommended in the Urban Study of the Rocky Branch Watershed by AMEC Environmental & Infrastructure, Inc. dated June 1, 2012, a copy of which is attached as Exhibit B-4 hereto and incorporated herein by specific reference thereto and as set forth in the motion approved by Columbia City Council on June 5, 2012, a copy of which is attached hereto as Exhibit ## and incorporated herein by specific reference thereto.

Buyer, Seller, and the County shall work together to create the optimum flooding, drainage, and water quality situation from Assembly street to the Congaree River. In addition to the three improvements specifically set forth in the previous paragraph, the Buyer shall facilitate and pay for all surveying, plans, permitting, and design of the improvements. In addition, the Buyer shall use its best efforts to perform any mitigation required by DHEC or the Army Corp of Engineers, for the Buyer's relocation of the onsite stream, within Rocky Branch.

EXHIBIT B-4**Urban Study
Rocky Branch Watershed**

DRAFT



We Are Columbia

MEETING DATE: May 12, 2020

DEPARTMENT: Legal Department

FROM: *Shari Ardis, Legal Office Manager*

SUBJECT: Ordinance No.: 2020-025 Consenting to the Inclusion of Property in a Multi-County Industrial/Business Park (604 Huger, LLC, Richland County TMS #08914-01-06, TMS #08914-01-07, TMS #08914-01-08, TMS #08914-01-09, and TMS #08914-01-10)

**FUNDING SOURCE &
ORIGINAL BUDGET:**

FOCUS AREAS: Attracting & Retaining Talent, Connecting Our Community, Economic Prosperity - Endless Possibilities, Empowering Our Residents, Planning Together

PURPOSE:

First reading approval was given on March 17, 2020.

ATTACHMENTS:

- Ordinance 2020 025 604 Huger LLC (PDF)

HISTORY:

03/17/20

Columbia City Council

APPROVED ON FIRST READING.

ORDINANCE NO.: 2020-025

Consenting to the Inclusion of Property in a Multi-County Industrial/Business Park (604 Huger, LLC, Richland County TMS #08914-01-06, TMS #08914-01-07, TMS #08914-01-08, TMS #08914-01-09, and TMS #08914-01-10)

WHEREAS, the City of Columbia, South Carolina ("City"), is a body, politic and corporate located in Richland County, South Carolina ("County"); and,

WHEREAS, through Columbia City Council ("Council"), the City is entitled to exercise all the powers and privileges provided to municipal corporations in the State of South Carolina; and,

WHEREAS, the County and Fairfield County, South Carolina ("Fairfield"), entered into an Agreement for Designation of the I-77 Corridor Regional Industrial Park dated as of April 15, 2003 (the "Original Agreement"), which Original Agreement was amended and restated pursuant to the Amended and Restated Master Agreement dated as of September 1, 2018 (as so amended and restated, the "Park Agreement"); and,

WHEREAS, pursuant to Section 1.02 of the Park Agreement, the boundaries of the park created therein (the "Park") may be enlarged pursuant to ordinance of the County Council of the County and delivery of notice of such enlargement to Fairfield County; and,

WHEREAS, 604 Huger, LLC, a South Carolina Limited Liability Company (the "Developer"), is a mixed-use commercial real estate development project, including fair market rate housing, but which will not include student housing or private dormitories, to be located on parcels located in the City, as more particularly described on Exhibit A (the "Property," together with the development, "Project"), consisting of total taxable investments by the Developer in real and personal property of not less than \$51,300,000; and,

WHEREAS, the County has agreed to offer a public infrastructure credit to reduce the property taxes due on the Project (as more particularly defined herein, "Credit") pursuant to the terms of Section 4-1-175 of the Code of Laws of South Carolina 1976, as amended ("Credit Act"), and a public infrastructure credit agreement between the County and the Developer for the Property ("Credit Agreement") to provide Credits against certain of the Developer's payments in lieu of taxes with respect to the Project for the purpose of assisting in paying certain costs of designing, acquiring, constructing, improving or expanding public infrastructure (collectively, "Public Infrastructure"); and,

WHEREAS, to grant the Developer the full value of the Credit, the County desires to locate the Project in the Park the County has jointly developed with Fairfield, pursuant to Article VIII, Section 13(D) of the South Carolina Constitution and Section 4-1-170 of the Code of Laws of South Carolina, 1976, as amended ("Park Act" and, together with the Credit Act, "Act"); and,

WHEREAS, pursuant to the Act and the Park Agreement, following application of the Credit, the payments in lieu of taxes generated from the Project will be distributed as set forth in the Park Agreement; and,

WHEREAS, pursuant to the Act, because the Project is located within the City's geographical borders, the City must consent to the inclusion of the Project within the boundaries of the Park; and,

WHEREAS, the Project is anticipated to meet the criteria set forth in Resolution No.: R-2019-059 and any amendments thereto, and it is appropriate to consent to including the Project in the Park; NOW, THEREFORE,

BE IT ORDAINED by the Mayor and City Council this __ day of _____, 2020 that the City hereby consents to the inclusion of the Property in the Park, which consent is conditioned upon the following:

1. The County's adoption, by resolution or ordinance, authorizing the inclusion of the Property in the Park and delivery of written notice to Fairfield County, pursuant to Section 1.02 of the Park Agreement; provided, the Property shall not be removed from the Park for so long as the Developer is receiving Credits as a result of inclusion in the Park.
2. The County's approval, execution and delivery of the Credit Agreement related to the Property.
3. The Credit Agreement will provide that (a) the Developer will make payments in lieu of taxes related to the Property ("PILOT") during the term of the Credit Agreement, which PILOT shall be based on property tax assessment of the

Property of six percent; (b) the annual PILOT payment payable from the Developer to the County will be subject to reduction by a 50% infrastructure credit (herein defined as the "Credit") to reimburse the Developer's Public Infrastructure costs; (c) the term of the Credit shall not exceed ten years (unless consented to in writing by the City), as shall be set forth in the Credit Agreement; (d) in each year during the term of the Credit, the City will be entitled to receive the portion of the PILOT payment (net of the Credit, as applicable) as provided in the Park Agreement; and (e) the Property will be deemed removed from the Park upon the expiration or earlier termination of the Credit Agreement.

4. Notwithstanding the foregoing, if the Project proceeds in a phased approach, (a) the first phase must meet the criteria established in Resolution No.: R-2019-059 to be eligible for the Credit, (b) the time limit for the Project Credit period as allowed in this Ordinance shall be as set forth in Section 3 hereof, and the timeline for additional phases shall be for the period of time or Credit amount that remains available on the original period and shall not have a new beginning date.

5. The City Manager is authorized to execute any documents and take any further action as may be reasonably necessary to further the intent of this Ordinance.

6. Approval of this Ordinance does not constitute a development approval, as all regulatory permitting and approval requirements remain in effect, the requirement of such is not altered in any way by the approval of this Ordinance. If not already so completed, the Project must proceed with credit application no later than December 31, 2022 in order to be eligible to receive the Credit and must continue to progress forward at a reasonable pace for a project of this magnitude or else the Park inclusion approval, which facilitates the Credit, will be repealed by the City.

7. Any prior ordinance, resolution or order, the terms of which are in conflict with this Ordinance, is, only to the extent of that conflict, repealed.

Requested by:

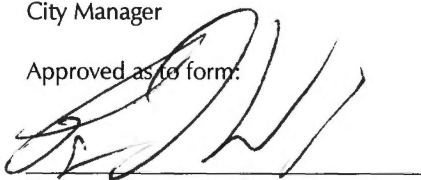
Assistant City Manager Gentry

Mayor

Approved by:

City Manager

Approved as to form:



Senior Assistant City Attorney

ATTEST:

City Clerk

Introduced:

Final Reading:

ORDINANCE NO.: 2020-025
EXHIBIT A
PROPERTY DESCRIPTION

PARCELS 1-3

All that lot of land, with improvements thereon, situate, lying and being in the City of Columbia, County of Richland, State of South Carolina, and containing 1.51 acres and being located the northeastern corner of the intersection of Blossom and Huger Streets and being shown on plat prepared for Blossom/Huger Limited Partnership by Cox and Dinkins, Inc., dated August 24, 1988, recorded in Plat Book 52 at Page 3217 on September 12, 1988. Said lot being bounded and measuring as shown on said plat.

TMS No./Address

TMS No. 08914-01-10 – 602 Huger Street, Columbia, SC 29201

TMS No. 08914-01-06 – 613-11 Pulaski Street, Columbia, SC 29201

TMS No. 08914-01-07 – 609 Pulaski Street, Columbia, SC 29201

PARCELS 4-5

All that certain piece, parcel or lot of land situate, lying, and being at the northwestern corner of the intersection of Blossom and Pulaski Streets, in the City of Columbia, in the County of Richland, in the State of South Carolina, being in shape practically a rectangle measuring on its northern and southern sides two hundred and eight (208') feet, more or less, and on its eastern and western sides one hundred and four (104') feet, more or less, bounded on the north by property of Baker and Weathers, formerly of Baylis, on the east by Pulaski Street, on the south by Blossom Street, and on the west by property of Ehrlich (lot now occupied by warehouse of Checker Transfer & Storage Co., known as 602 Huger Street), being the same property conveyed as two lots of approximately one quarter acre each by C.M. Wilder and Maria E. Wilder to George W. Waring be deed dated August 11, 1900, recorded in the Office of the Clerk of Court for Richland County in Deed Book "AE" at Page 81.

TMS No./Address

TMS No. 08914-01-08 – 603-05 Pulaski Street, Columbia, SC 29201

TMS No. 08914-01-09 – Pulaski Street, Columbia, SC 29201

STATE OF SOUTH CAROLINA
COUNTY COUNCIL FOR RICHLAND COUNTY
ORDINANCE NO. _____

**AUTHORIZING THE EXPANSION OF THE BOUNDARIES OF
THE I-77 CORRIDOR REGIONAL INDUSTRIAL PARK
JOINTLY DEVELOPED WITH FAIRFIELD COUNTY TO
INCLUDE CERTAIN PROPERTY LOCATED IN RICHLAND
COUNTY; THE EXECUTION AND DELIVERY OF A PUBLIC
INFRASTRUCTURE CREDIT AGREEMENT TO PROVIDE FOR
PUBLIC INFRASTRUCTURE CREDITS TO PROJECT HUGER /
604 HUGER, LLC; AND OTHER RELATED MATTERS.**

WHEREAS, Richland County ("County"), acting by and through its County Council ("County Council"), is authorized pursuant to the provisions of Article VIII, Section 13(D) of the South Carolina Constitution and the provisions of Title 4, Chapter 1 of the Code of Laws of South Carolina, 1976, as amended (collectively, "Act"), to (i) develop a multicounty park with counties having contiguous borders with the County; and (ii) include property in the multicounty park, which inclusion under the terms of the Act (A) makes such property exempt from *ad valorem* property taxes, and (B) changes the character of the annual receipts from such property to fees-in-lieu of *ad valorem* property taxes in an amount equal to the *ad valorem* taxes that would have been due and payable but for the location of the property in such multicounty park ("Fee Payments");

WHEREAS, the County is further authorized by Section 4-1-175 of the Act, to grant credits against Fee Payments ("Public Infrastructure Credit") to pay costs of, amongst other things, designing, acquiring, constructing, improving or expanding infrastructure serving the County (collectively, "Public Infrastructure");

WHEREAS, pursuant to the authority provided in the Act, the County has developed with Fairfield County, South Carolina ("Fairfield"), the I-77 Corridor Regional Industrial Park ("Park") and executed the Amended and Restated Master Agreement Governing the I-77 Corridor Regional Industrial Park, dated September 1, 2018 ("Park Agreement"), which governs the operation of the Park;

WHEREAS, Project Huger / 604 Huger, LLC, a limited liability company organized and existing under the laws of the State of South Carolina (and/or a related or affiliated entity, collectively or alternatively, the "Company"), has, as part of a commercial development to be located in the County, committed to establish a mixed use commercial real estate development in the County ("Project") including, and to be located on, land more particularly identified in the Agreement (as hereinafter defined) ("Land"), consisting of total taxable investment by the Company in real and personal property of not less than \$51,300,000, and in connection with the Project, anticipates making investment in certain Public Infrastructure;

WHEREAS, at the Company's request, the County desires to expand the boundaries of the Park and to amend the Park Agreement to include the Land and other real and personal property comprising the Project ("Property") in the Park; and

WHEREAS, the County further desires to enter into a Public Infrastructure Credit Agreement between the County and the Company, the substantially final form of which is attached as Exhibit A ("Agreement"), to provide Public Infrastructure Credits against the Company's Fee Payments with respect to the Project for the purpose of assisting in paying the costs of certain Public Infrastructure invested by the Company at, in, or in connection with, the Project, subject to the terms and conditions set forth in the Agreement.

NOW THEREFORE, BE IT ORDAINED, by the County Council as follows:

Section 1. Statutory Findings. Based on representations made by the Company to the County, the County finds that the Project and the Public Infrastructure will enhance the economic development of the County and promote the welfare of its citizens.

Section 2. Expansion of the Park Boundaries, Inclusion of Property. The expansion of the Park boundaries and an amendment to the Park Agreement to include the Property in the Park is authorized. The Chair of County Council (“Chair”), is authorized to execute such documents and take such further actions as may be necessary to complete the expansion of the Park boundaries and the amendment to the Park Agreement. Pursuant to the terms of the Park Agreement, the expansion of the Park’s boundaries to include the Property is complete on the adoption of this Ordinance by County Council, receipt of the consent of the City of Columbia, the municipality in which the Property is located, as to the inclusion of the Property in the Park, and delivery of written notice to Fairfield of the inclusion of the Property, which written notice shall include a copy of this Ordinance and identification of the Property.

Section 3. Approval of Public Infrastructure Credit; Authorization to Execute and Deliver Agreement. The Public Infrastructure Credits, as more particularly set forth in the Agreement, against the Company’s Fee Payments with respect to the Project are approved. The form, terms and provisions of the Agreement that is before this meeting are approved and all of the Agreement’s terms are incorporated in this Ordinance by reference as if the Agreement was set out in this Ordinance in its entirety. The Chair is authorized and directed to execute the Agreement in the name of and on behalf of the County, subject to the approval of any revisions or changes as are not materially adverse to the County by the County Administrator and counsel to the County, and the Clerk to County Council is hereby authorized and directed to attest the Agreement and to deliver the Agreement to the Company.

Section 4. Further Assurances. The County Council confirms the authority of the Chair, the County Administrator, the Director of Economic Development and the Clerk to County Council, and various other County officials and staff, acting at the direction of the Chair, the County Administrator, the Director of Economic Development or Clerk to County Council, as appropriate, to take whatever further action and to negotiate, execute and deliver whatever further documents as may be appropriate to effect the intent of this Ordinance and the incentives offered to the Company under this Ordinance and the Agreement.

Section 5. Savings Clause. The provisions of this Ordinance are separable. If any part of this Ordinance is, for any reason, unenforceable then the validity of the remainder of this Ordinance is unaffected.

Section 6. General Repealer. Any prior ordinance, the terms of which are in conflict with this Ordinance, is, only to the extent of that conflict, repealed.

Section 7. Effectiveness. This Ordinance is effective after its third reading and public hearing.

RICHLAND COUNTY, SOUTH CAROLINA

Chair, Richland County Council

(SEAL)
ATTEST:

Clerk of Council, Richland County Council

First Reading: February 18, 2020
Second Reading: _____, 2020
Public Hearing: _____, 2020
Third Reading: _____, 2020

EXHIBIT A
FORM OF AGREEMENT

69 of 156

Attachment: Ordinance 2020 025 604 Huger LLC (5839 : Ordinance No.: 2020-025 Huger & Pulaski Multi-County Park)

PUBLIC INFRASTRUCTURE CREDIT AGREEMENT

by and between

RICHLAND COUNTY, SOUTH CAROLINA

and

PROJECT HUGER / 604 HUGER, LLC

Effective as of: _____, 2020

PUBLIC INFRASTRUCTURE CREDIT AGREEMENT

This PUBLIC INFRASTRUCTURE CREDIT AGREEMENT, effective as of _____, 2020 (“Agreement”), is by and between RICHLAND COUNTY, SOUTH CAROLINA, a body politic and corporate, and a political subdivision of the State of South Carolina (“County”), and PROJECT HUGER / 604 HUGER, LLC, a South Carolina limited liability company (as hereinafter defined “Company” together with the County, “Parties,” each, a “Party”).

WITNESSETH:

WHEREAS, the County, acting by and through its County Council (“County Council”), is authorized and empowered under and pursuant to the provisions of Article VIII, Section 13(D) of the South Carolina Constitution and the provisions of Title 4, Chapter 1 of the Code of Laws of South Carolina, 1976, as amended (collectively, “Act”), to (i) develop multicounty parks with counties having contiguous borders with the County; and (ii) include property in the multicounty park, which inclusion under the terms of the Act (A) makes such property exempt from *ad valorem* property taxes, and (B) changes the character of the annual receipts from such property to fees-in-lieu of *ad valorem* property taxes in an amount equal to the *ad valorem* taxes that would have been due and payable but for the location of the property in such multicounty park (“Fee Payments”);

WHEREAS, the County is further authorized by Section 4-1-175 of the Act to grant credits against Fee Payments (“Public Infrastructure Credit”) to pay costs of, amongst other things, designing, acquiring, constructing, improving or expanding public infrastructure serving the County (collectively, “Public Infrastructure”);

WHEREAS, pursuant to the authority provided in the Act, the County has developed with Fairfield County, South Carolina, the I-77 Corridor Regional Industrial Park (“Park”) and executed the “Amended and Restated Master Agreement Governing the I-77 Corridor Regional Industrial Park” dated September 1, 2018 (“Park Agreement”), which governs the operation of the Park;

WHEREAS, as part of a commercial development to be located in the County, the Company has committed to establish a mixed use commercial real estate development in the County (“Project”) including, and to be located on, land more particularly identified by Exhibit A (“Land”), consisting of total taxable investment by the Company in real and personal property of not less than \$51,300,000, and in connection with the Project, anticipates making investment in certain Public Infrastructure as further described herein;

WHEREAS, by an ordinance enacted on _____, 2020 (“Ordinance”), the County authorized the expansion of the boundaries of the Park and an amendment to the Park Agreement to include the Land and other real and personal property comprising the Project (“Property”) in the Park, subject to the consent to such expansion being granted by the City of Columbia, South Carolina (the “City”) in accordance with Section 4-1-170(C) of the Act;

WHEREAS, pursuant to the Ordinance, the County further authorized the execution and delivery of this Agreement to provide Public Infrastructure Credits against the Company’s Fee Payments with respect to the Project for the purpose of assisting in paying the costs of certain Public Infrastructure invested by the Company at, in, or in connection with, the Project, subject to the terms and conditions below.

NOW, THEREFORE, in consideration of the respective representations and agreements hereinafter contained, the County and the Company agree as follows:

ARTICLE I REPRESENTATIONS

Section 1.1. *Representations by the County.* The County represents to the Company as follows:

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

Section 1.2. *Representations and Covenants by the Company.* The Company represents to the County as follows:

- (a) The Company is in good standing under the laws of the State of South Carolina, has power to conduct business in the State of South Carolina and enter into this Agreement, and by proper company action has authorized the officials signing this Agreement to execute and deliver it;
- (b) The Company will use commercially reasonable efforts to achieve the Investment Commitment, each as defined below, at the Project;
- (c) The Company's execution and delivery of this Agreement, and its compliance with the provisions of this Agreement do not result in a default under any agreement or instrument to which the Company is now a party or by which it is bound; and
- (d) The Company covenants to complete any and all Company Public Infrastructure (as defined herein) in a workmanlike manner and in accordance with all applicable codes and regulations.

ARTICLE II PUBLIC INFRASTRUCTURE CREDITS

Section 2.1. *Investment Commitment.* The Company shall invest not less than \$51,300,000 in taxable property in the Project ("Investment Commitment") by _____, 2025 ("Certification Deadline"). The Company shall certify to the County achievement of the Investment Commitment on a date no later than the Certification Deadline ("Certification Date"), by providing documentation, which documentation may include, without limitation, pay applications, invoices, and accounting logs, and, only with respect to the personal property portion of the Project, any SCDOR PT-100 filed by the Company with respect to the Project, to the County's Economic Development Department sufficient to reflect achievement

of the Investment Commitment, in form and substance reasonably acceptable to the County. Notwithstanding anything in this Agreement to the contrary, the Certification Date shall not be later than, and may not be extended past, the last day of the year which is five years after the effective date of this Agreement. If the Company fails to achieve and so certify the Investment Commitment by the Certification Deadline, the County may terminate this Agreement and, upon any such termination, the Company shall no longer be entitled to any further benefits under this Agreement.

Section 2.2. Public Infrastructure Commitment.

(a) Prior to receiving the Public Infrastructure Credits under this Agreement, the Company shall make an investment in Public Infrastructure in the County which may be comprised of any or all of the following improvements and facilities benefitting the public or dedicated to public use: water, sewer, or stormwater improvements, greenspaces, recreation or community facilities, pedestrian or transportation facilities, parking facilities, facade redevelopment, roadway improvements, and energy production or communications technology infrastructure. Public Infrastructure may also include expenditures on the eradication of blight.

(b) In connection with the Project, the Company has committed with commercially reasonable efforts to invest in the Public Infrastructure as described on Exhibit B hereto (“Company Public Infrastructure”). The Company shall certify its actual investment in the Company Public Infrastructure to the County on the Certification Date, by providing documentation, which documentation may include, without limitation, pay applications, invoices, and accounting logs, to the County’s Economic Development Department sufficient to reflect the Company’s investment in the Company Public Infrastructure, in form and substance reasonably acceptable to the County. If the Company fails to substantially complete the Company Public Infrastructure by the Certification Deadline in the cumulative total investment amount set forth in Exhibit B hereto, then the Company may not be entitled to the full value of the Public Infrastructure Credit as provided by this Agreement.

(c) Following the Certification Date, the County’s Economic Development Department shall have 30 days (“Verification Deadline”) to verify the Company’s investment in the Company Public Infrastructure. The County has the right to exclude from the investment in Company Public Infrastructure certified by the Company any costs the County determines, in its sole discretion, to be ineligible costs. The County may also reject any Company Public Infrastructure investment as ineligible if the County determines, in its sole discretion, that it has not been completed in a workmanlike manner or in accordance with applicable codes or regulations. The County’s Economic Development Department shall, on a date no later than the Verification Deadline (the “Verification Date”), provide to the Company, by written notice, the County’s determination of the verified amount of Company Public Infrastructure investment. Failure to provide such a written determination by the Verification Deadline shall be deemed to be a determination by the County that all Company Public Infrastructure investment certified by the Company is verified as eligible costs, and, in such event, the Verification Date shall be deemed to be the Verification Deadline.

Section 2.3. Public Infrastructure Credit.

(a) To assist in paying for costs of Company Public Infrastructure, the County shall provide a Public Infrastructure Credit against each of the Company’s Fee Payments due with respect to the Project, commencing with the first Fee Payment following the Verification Date. The term, amount and calculation of the Public Infrastructure Credit is described in Exhibit B.

(b) For each tax year for which the Company is entitled to a Public Infrastructure Credit (“Credit Term”), the County shall prepare and issue the Company’s annual Fee Payment bill with respect to the Project net of the Public Infrastructure Credit set forth in **Section 2.3 (a)** (“Net Fee Payment”).

Following receipt of the bill, the Company shall timely remit the Net Fee Payment to the County in accordance with applicable law.

(c) THIS AGREEMENT AND THE PUBLIC INFRASTRUCTURE CREDITS PROVIDED BY THIS AGREEMENT ARE LIMITED OBLIGATIONS OF THE COUNTY. THE PUBLIC INFRASTRUCTURE CREDITS ARE DERIVED SOLELY FROM AND TO THE EXTENT OF THE FEE PAYMENTS MADE BY THE COMPANY TO THE COUNTY PURSUANT TO THE ACT AND THE PARK AGREEMENT. THE PUBLIC INFRASTRUCTURE CREDITS DO NOT AND SHALL NOT CONSTITUTE A GENERAL OBLIGATION OF THE COUNTY OR ANY MUNICIPALITY WITHIN THE MEANING OF ANY CONSTITUTIONAL OR STATUTORY LIMITATION AND DO NOT AND SHALL NOT CONSTITUTE OR GIVE RISE TO A PECUNIARY LIABILITY OF THE COUNTY OR ANY MUNICIPALITY OR A CHARGE AGAINST THE GENERAL CREDIT OR TAXING POWER OF THE COUNTY OR ANY MUNICIPALITY. THE FULL FAITH, CREDIT, AND TAXING POWER OF THE COUNTY OR ANY MUNICIPALITY ARE NOT PLEDGED FOR THE PROVISION OF THE PUBLIC INFRASTRUCTURE CREDITS.

(d) The County makes no representation or warranty with respect to the Company Public Infrastructure. The execution and delivery of this Agreement and the extension of the Public Infrastructure Credit do not constitute a commitment by the County to maintain the Company Public Infrastructure.

Section 2.4. Filings; Administration. To assist the County in administering the Public Infrastructure Credit, with respect to the Company's Fee Payments due with respect to the personal property portion of the Project, the Company shall, for the tax year comprising the Credit Term, prepare and file a separate schedule to the SCDOR PT-100 with respect to the personal property portion of the Project. Additionally, the Company shall, on or before January 31 of each year following the commencement of the Credit Term, deliver to the Economic Development Director of the County the information required by the terms of the County's Resolution dated December 12, 2017, which is attached hereto as Exhibit C, as may be amended by subsequent resolution, with respect to the Company. The County and the Company further acknowledge and agree that the Land, as identified by Exhibit A as of the original execution and delivery of this Agreement, reflects the present anticipation as to the general boundaries of the land upon which the Project will be located and that, as the specific boundaries upon which the Project will be located are delineated, as an additional means of assisting the County in administering the Public Infrastructure Credit, the Company and the County will work cooperatively to properly assign the Project with a specific identifying description including, but not limited to, one or more tax map numbers.

Section 2.5 Cumulative Public Infrastructure Credit. The cumulative dollar amount of the Public Infrastructure Credit shall not exceed the amount invested by the Company in Company Public Infrastructure, as verified, or deemed verified, by the County on or before the Verification Deadline. The County Economic Development Department shall provide the verified investment amount to the County Auditor for purposes of applying the Public Infrastructure Credit in accordance with **Section 2.3** of this Agreement.

ARTICLE III DEFAULTS AND REMEDIES

Section 3.1. Events of Default. The following are "Events of Default" under this Fee Agreement:

(a) Failure by the Company to make a Net Fee Payment, which failure has not been cured within 30 days following receipt of written notice from the County specifying the delinquency in payment and requesting that it be remedied;

(b) An abandonment or closure of the Project; for purposes of this Agreement, “abandonment or closure of the Project” means failure to place all or a portion of the Project in service by December 31, 2025;

(c) A representation or warranty made by the Company which is deemed materially incorrect when deemed made;

(d) Failure by the Company to perform any of the terms, conditions, obligations, or covenants under this Agreement (other than those described in **Sections 2.1** and **2.2** and under **(a)** above), which failure has not been cured within 30 days after written notice from the County to the Company specifying such failure and requesting that it be remedied, unless the Company has instituted corrective action within the 30-day period and is diligently pursuing corrective action until the default is corrected, in which case the 30-day period is extended to include the period during which the Company is diligently pursuing corrective action;

(e) A representation or warranty made by the County which is deemed materially incorrect when deemed made; or

(f) Failure by the County to perform any of the terms, conditions, obligations, or covenants hereunder, which failure has not been cured within 30 days after written notice from the Company to the County specifying such failure and requesting that it be remedied, unless the County has instituted corrective action within the 30-day period and is diligently pursuing corrective action until the default is corrected, in which case the 30-day period is extended to include the period during which the County is diligently pursuing corrective action.

Section 3.2. Remedies on Default.

(a) If an Event of Default by the Company has occurred and is continuing, then the County may take any one or more of the following remedial actions:

(i) terminate the Agreement; or

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

(b) If an Event of Default by the County has occurred and is continuing, the Company may take one or more of the following actions:

(i) bring an action for specific enforcement;

(ii) terminate the Agreement; or

(iii) in case of a materially incorrect representation or warranty, take such action as is appropriate, including legal action, to recover its damages, to the extent allowed by law.

Section 3.3. Reimbursement of Legal Fees and Other Expenses. On the occurrence of an Event of Default, if a Party is required to employ attorneys or incur other reasonable expenses for the collection of payments due under this Agreement or for the enforcement of performance or observance of any obligation or agreement, the prevailing Party is entitled to seek reimbursement of the reasonable fees of such attorneys and such other reasonable expenses so incurred.

Section 3.4. Remedies Not Exclusive. No remedy described in this Agreement is intended to be exclusive of any other remedy or remedies, and each and every such remedy is cumulative and in addition to every other remedy given under this Agreement or existing at law or in equity or by statute.

Section 3.5. Nonwaiver. A delay or omission by the Company or County to exercise any right or power accruing on an Event of Default does not waive such right or power and is not deemed to be a waiver or acquiescence of the Event of Default. Every power and remedy given to the Company or County by this Agreement may be exercised from time to time and as often as may be deemed expedient.

ARTICLE IV MISCELLANEOUS

Section 4.1. Examination of Records; Confidentiality.

(a) The County and its authorized agents, at any reasonable time on prior notice, may enter and examine the Project and have access to and examine the Company's books and records relating to the Project for the purposes of (i) identifying the Project; (ii) confirming achievement of the Investment Commitment; (iii) verifying the investment in Public Infrastructure; and (iv) permitting the County to carry out its duties and obligations in its sovereign capacity (such as, without limitation, for such routine health and safety purposes as would be applied to any other manufacturing or commercial facility in the County).

(b) The County acknowledges that the Company may utilize confidential and proprietary processes and materials, services, equipment, trade secrets, and techniques ("Confidential Information") and that disclosure of the Confidential Information could result in substantial economic harm to the Company. The Company may clearly label any Confidential Information delivered to the County pursuant to this Agreement as "Confidential Information." Except as required by law, the County, or any employee, agent, or contractor of the County, shall not disclose or otherwise divulge any labeled Confidential Information to any other person, firm, governmental body or agency. The Company acknowledges that the County is subject to the South Carolina Freedom of Information Act, and, as a result, must disclose certain documents and information on request, absent an exemption. If the County is required to disclose any Confidential Information to a third party, the County will use its best efforts to provide the Company with as much advance notice as is reasonably possible of such disclosure requirement prior to making such disclosure and to cooperate reasonably with any attempts by the Company to obtain judicial or other relief from such disclosure requirement.

Section 4.2. Assignment. The Company may assign or otherwise transfer any of its rights and interest in this Agreement on prior written consent of the County, which may be given by resolution, and which consent will not be unreasonably withheld.

Section 4.3. Provisions of Agreement for Sole Benefit of County and Company. Except as otherwise specifically provided in this Agreement, nothing in this Agreement expressed or implied confers on any person or entity other than the County and the Company any right, remedy, or claim under or by reason of this Agreement, this Agreement being intended to be for the sole and exclusive benefit of the County and the Company.

Section 4.4. Severability. If any provision of this Agreement is declared illegal, invalid, or unenforceable for any reason, the remaining provisions of this Agreement are unimpaired, and the Parties shall reform such illegal, invalid, or unenforceable provision to effectuate most closely the legal, valid, and enforceable intent of this Agreement.

Section 4.5. Limitation of Liability.

(a) The County is not liable to the Company for any costs, expenses, losses, damages, claims or actions in connection with this Agreement, except from amounts received by the County from the Company under this Agreement.

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

(c) The County is not responsible for the Company Public Infrastructure and disclaims all liability with respect to the Company Public Infrastructure.

Section 4.6. Indemnification Covenant.

(a) Except as provided in paragraph (d) below, the Company shall indemnify and save the County, its employees, elected officials, officers and agents (each, an "Indemnified Party") harmless against and from all liability or claims arising from the County's execution of this Agreement, performance of the County's obligations under this Agreement or the administration of its duties pursuant to this Agreement, or otherwise by virtue of the County having entered into this Agreement.

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

(c) The County may request the Company to resist or defend against any claim on behalf of an Indemnified Party. On such request, the Company shall resist or defend against such claim on behalf of the Indemnified Party, at the Company's expense. The Company is entitled to use counsel of its choice, manage and control the defense of or response to such claim for the Indemnified Party; provided the Company is not entitled to settle any such claim without the consent of that Indemnified Party.

(d) Notwithstanding anything herein to the contrary, the Company is not required to indemnify any Indemnified Party against or reimburse the County for costs arising from any claim or liability (i) occasioned by the acts of that Indemnified Party, which are unrelated to the execution of this Agreement, performance of the County's obligations under this Agreement, or the administration of its duties under this Agreement, or otherwise by virtue of the County having entered into this Agreement; or (ii) resulting from that Indemnified Party's own negligence, bad faith, fraud, deceit, or willful misconduct.

(e) An Indemnified Party may not avail itself of the indemnification or reimbursement of costs provided in this Section unless it provides the Company with prompt notice, reasonable under the circumstances, of the existence or threat of any claim or liability, including, without limitation, copies of any citations, orders, fines, charges, remediation requests, or other claims or threats of claims, in order to afford the Company notice, reasonable under the circumstances, within which to defend or otherwise respond to a claim.

Section 4.7. Notices. All notices, certificates, requests, or other communications under this Agreement are sufficiently given and are deemed given, unless otherwise required by this Agreement, when (i) delivered and confirmed by United States first-class, registered mail, postage prepaid or (ii) sent by facsimile, and addressed as follows:

if to the County: Richland County, South Carolina
 Attn: Director of Economic Development
 2020 Hampton Street
 Columbia, South Carolina 29204
 Phone: 803.576.2043
 Fax: 803.576.2137

with a copy to Parker Poe Adams & Bernstein LLP
 (does not constitute notice): Attn: Ray E. Jones
 1221 Main Street, Suite 1100 (29201)
 Post Office Box 1509
 Columbia, South Carolina 29202
 Phone: 803.255.8000
 Fax: 803.255.8017

if to the Company: Project Huger / 604 Huger, LLC
 Attn: _____

 Phone: _____
 Fax: _____

with a copy to Tushar V. Chikhliker, Esq.
 Nexsen Pruet, LLC
 1230 Main Street, Suite 700 (29201)
 Post Office Box 2426
 Columbia, South Carolina (29202)
 Phone: 803.771.8900
 Fax: 803.253.8277

The County and the Company may, by notice given under this Section, designate any further or different addresses to which subsequent notices, certificates, requests or other communications shall be sent.

Section 4.8. Administrative Fees. The Company will reimburse, or cause reimbursement to, the County for the Administration Expenses in an amount not exceeding \$5,000. The Company will reimburse the County for its Administration Expenses on receipt of a written request from the County or at the County's direction, which request shall include a statement of the amount and nature of the Administration Expense. The Company shall pay the Administration Expenses as set forth in the written request no later than 60 days following receipt of the written request from the County. For purposes of this Section, "Administration Expenses" means the reasonable expenses incurred by the County in the negotiation, approval and implementation of the terms and provisions of this Agreement, including reasonable attorneys' fees. Administration Expenses do not include any costs, expenses, including attorneys' fees,

incurred by the County (i) in defending challenges to the Fee Payments or Public Infrastructure Credits brought by third parties or the Company or its affiliates and related entities, or (ii) in connection with matters arising at the request of the Company outside of the immediate scope of this Agreement, including amendments to the terms of this Agreement. The payment by the Company of the County's Administration Expenses shall not be construed as prohibiting the County from engaging, at its discretion, the counsel of the County's choice.

Section 4.9. Entire Agreement. This Agreement expresses the entire understanding and all agreements of the Parties with each other, and neither Party is bound by any agreement or any representation to the other Party which is not expressly set forth in this Agreement or in certificates delivered in connection with the execution and delivery of this Agreement.

Section 4.10 Agreement to Sign Other Documents. From time to time, and at the expense of the Company, to the extent any expense is incurred, the County agrees to execute and deliver to the Company such additional instruments as the Company may reasonably request and as are authorized by law and reasonably within the purposes and scope of the Act and this Agreement to effectuate the purposes of this Agreement.

Section 4.11. Agreement's Construction. Each Party and its counsel have reviewed this Agreement and any rule of construction to the effect that ambiguities are to be resolved against a drafting party does not apply in the interpretation of this Agreement or any amendments or exhibits to this Agreement.

Section 4.12. Applicable Law. South Carolina law, exclusive of its conflicts of law provisions that would refer the governance of this Agreement to the laws of another jurisdiction, governs this Agreement and all documents executed in connection with this Agreement.

Section 4.13. Counterparts. This Agreement may be executed in any number of counterparts, and all of the counterparts together constitute one and the same instrument.

Section 4.14. Amendments. This Agreement may be amended only by written agreement of the Parties.

Section 4.15. Waiver. Either Party may waive compliance by the other Party with any term or condition of this Agreement but the waiver is valid only if it is in a writing signed by the waiving Party.

Section 4.16. Termination. Unless first terminated under any other provision of this Agreement, this Agreement terminates on the expiration of the Credit Term and payment by the Company of any outstanding Net Fee Payment due on the Project pursuant to the terms of this Agreement.

Section 4.17. Business Day. If any action, payment, or notice is, by the terms of this Agreement, required to be taken, made, or given on any Saturday, Sunday, or legal holiday in the jurisdiction in which the Party obligated to act is situated, such action, payment, or notice may be taken, made, or given on the following business day with the same effect as if taken, made or given as required under this Agreement, and no interest will accrue in the interim.

[TWO SIGNATURE PAGES FOLLOW]
[REMAINDER OF PAGE INTENTIONALLY BLANK]

IN WITNESS WHEREOF, Richland County, South Carolina, has caused this Agreement to be executed by the appropriate officials of the County and its corporate seal to be affixed and attested, effective the day and year first above written.

RICHLAND COUNTY, SOUTH CAROLINA

Chair, Richland County Council

(SEAL)
ATTEST:

Clerk to Council, Richland County Council

[SIGNATURE PAGE 1 TO PUBLIC INFRASTRUCTURE CREDIT AGREEMENT]

IN WITNESS WHEREOF, PROJECT HUGER / 604 HUGER, LLC has caused this Agreement to be executed by its authorized officer(s), effective the day and year first above written.

PROJECT HUGER / 604 HUGER, LLC

By: _____

Name: _____

Its: _____

[SIGNATURE PAGE 2 TO PUBLIC INFRASTRUCTURE CREDIT AGREEMENT]

EXHIBIT A**LAND DESCRIPTION****PARCELS 1-3**

All that lot of land, with improvements thereon, situate, lying and being in the City of Columbia, County of Richland, State of South Carolina, and containing 1.51 acres and being located the northeastern corner of the intersection of Blossom and Huger Streets and being shown on plat prepared for Blossom/Huger Limited Partnership by Cox and Dinkins, Inc., dated August 24, 1988, recorded in Plat Book 52 at Page 3217 on September 12, 1988. Said lot being bounded and measuring as shown on said plat.

TMS No./Address

TMS No. 08914-01-10 – 602 Huger Street, Columbia, SC 29201

TMS No. 08914-01-06 – 613-11 Pulaski Street, Columbia, SC 29201

TMS No. 08914-01-07 – 609 Pulaski Street, Columbia, SC 29201

PARCELS 4-5

All that certain piece, parcel or lot of land situate, lying, and being at the northwestern corner of the intersection of Blossom and Pulaski Streets, in the City of Columbia, in the County of Richland, in the State of South Carolina, being in shape practically a rectangle measuring on its northern and southern sides two hundred and eight (208') feet, more or less, and on its eastern and western sides one hundred and four (104') feet, more or less, bounded on the north by property of Baker and Weathers, formerly of Baylis, on the east by Pulaski Street, on the south by Blossom Street, and on the west by property of Ehrlich (lot now occupied by warehouse of Checker Transfer & Storage Co., known as 602 Huger Street), being the same property conveyed as two lots of approximately one quarter acre each by C.M. Wilder and Maria E. Wilder to George W. Waring be deed dated August 11, 1900, recorded in the Office of the Clerk of Court for Richland County in Deed Book "AE" at Page 81.

TMS No./Address

TMS No. 08914-01-08 – 603-05 Pulaski Street, Columbia, SC 29201

TMS No. 08914-01-09 – Pulaski Street, Columbia, SC 29201

A-1

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EXHIBIT B (See Section 2.2)**DESCRIPTION OF COMPANY PUBLIC INFRASTRUCTURE**

The Company Public Infrastructure includes approximately 300 structured parking spaces. A portion of the parking created will be available to the public for hourly, daily, and/or monthly use. In addition to the structured parking, general infrastructure benefiting the public will be constructed around the perimeter of the Project, including, but not limited to, sidewalks and landscaping. The anticipated total cost of the Company Public Infrastructure is approximately \$9,000,000.

Notwithstanding anything above or in this Agreement to the contrary, the Company and the County acknowledge and agree that: (i) the Company Public Infrastructure shall, subject to the provisions of **Section 2.2(c)** of this Agreement, include, in addition to that described and delineated above, any Public Infrastructure invested in by the Company in connection with the Project and consisting of improvements or infrastructure included within the description of Public Infrastructure set forth in **Section 2.2** of this Agreement; and, (ii) the total cost of the Company Public Infrastructure listed above is a current estimate and the actual expenditures made by the Company with respect to the Company Public Infrastructure may fluctuate as the Project develops.

B-1

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EXHIBIT C (See Section 2.3)**DESCRIPTION OF PUBLIC INFRASTRUCTURE CREDIT**

The County shall provide a 50% Public Infrastructure Credit against the Fee Payments due and owing from the Company to the County with respect to the Project as provided in this Agreement, provided, the cumulative total amount of the Public Infrastructure Credit shall not exceed the Company's investment in the Company Public Infrastructure.

The Company is eligible to receive the Public Infrastructure Credit against each of the Company's Fee Payments due with respect to the Project for a period of 10 consecutive years, beginning with the first such Fee Payment due with respect to the Project following the Verification Date and ending on the earlier of the 10th year or the year in which the cumulative total amount of the Public Infrastructure Credit equals the Company's investment in the Company Public Infrastructure ("Credit Term").

C-1

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EXHIBIT D (See Section 2.5)
**RICHLAND COUNTY RESOLUTION REQUIRING CERTAIN ACCOUNTABILITY PRACTICES CONCERNING
ECONOMIC DEVELOPMENT PROJECTS IN THE COUNTY**

**A RESOLUTION TO AMEND THE DECEMBER 21, 2010,
RESOLUTION REQUIRING CERTAIN ACCOUNTABILITY
PRACTICES CONCERNING ECONOMIC DEVELOPMENT
PROJECTS IN RICHLAND COUNTY**

WHEREAS, Richland County Council adopted a resolution dated as of December 21, 2010 ("Prior Resolution"), which requires companies receiving economic development incentives from Richland County, South Carolina ("County") to submit annual reports to the Richland County Economic Development Office; and

WHEREAS, the County desires to make the form of the annual reports submitted by such companies uniform in order to make the substantive information contained in the annual reports more easily tracked and documented by the Richland County Economic Development Office.

NOW, THEREFORE, BE IT RESOLVED by Richland County Council as follows:

Section 1. The County affirms that each company awarded an incentive by the County in exchange for the location or expansion of a facility or facilities within the County shall submit an annual report to the Richland County Economic Development Office by January 31 of each year throughout the term of the incentives.

Section 2. The Richland County Economic Development Office is authorized to create (and from time to time, if necessary, amend or recreate) and make available the form of the annual report; however, such form, shall require, at a minimum, the following information:

- a. Name of company;
- b. Cumulative capital investment (less any removed investment) to date as a result of the project;
- c. Net jobs created to date as a result of the project;

Section 3. A copy of the then-current form of the annual report may be obtained from the following address. The annual report shall likewise be submitted to the following address by the required date.

Richland County Economic Development Office
Attention: Kim Mann
1201 Main Street, Suite 910
Columbia, SC 29201

Section 4. This Resolution amends the Prior Resolution and sets forth the County's requirements with respect to the annual reports to be submitted by each company awarded an incentive by the County as described in Section 1.

Section 5. The substance of this Resolution shall be incorporated into the agreement between the County and each company with respect to the incentives granted by the County to the company.

Section 6. In the event that any company shall fail to submit an annual report, or any portion thereof, such company may be required to return all incentives, or a dollar amount equal thereof, to the County. Such incentives, or the dollar amount equal thereto, shall be paid to the County within 60 days after the date upon which the information was originally due.

RESOLVED: December 12 2017

RICHLAND COUNTY, SOUTH CAROLINA


Chair, Richland County Council

(SEAL)
ATTEST:


Clerk to County Council

Richland County Council Request for Action

Subject:

Authorizing the expansion of the boundaries of the I-77 Corridor Regional Industrial Park jointly developed with Fairfield County to include certain property located in Richland County; the execution and delivery of a Public Infrastructure Credit Agreement to provide for public infrastructure credits to a company identified for the time being as Project Novel; and other related matters

Notes:

First Reading:
Second Reading:
Third Reading:
Public Hearing:

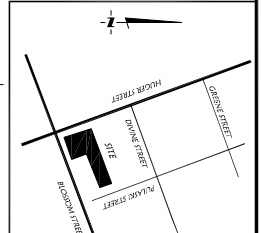
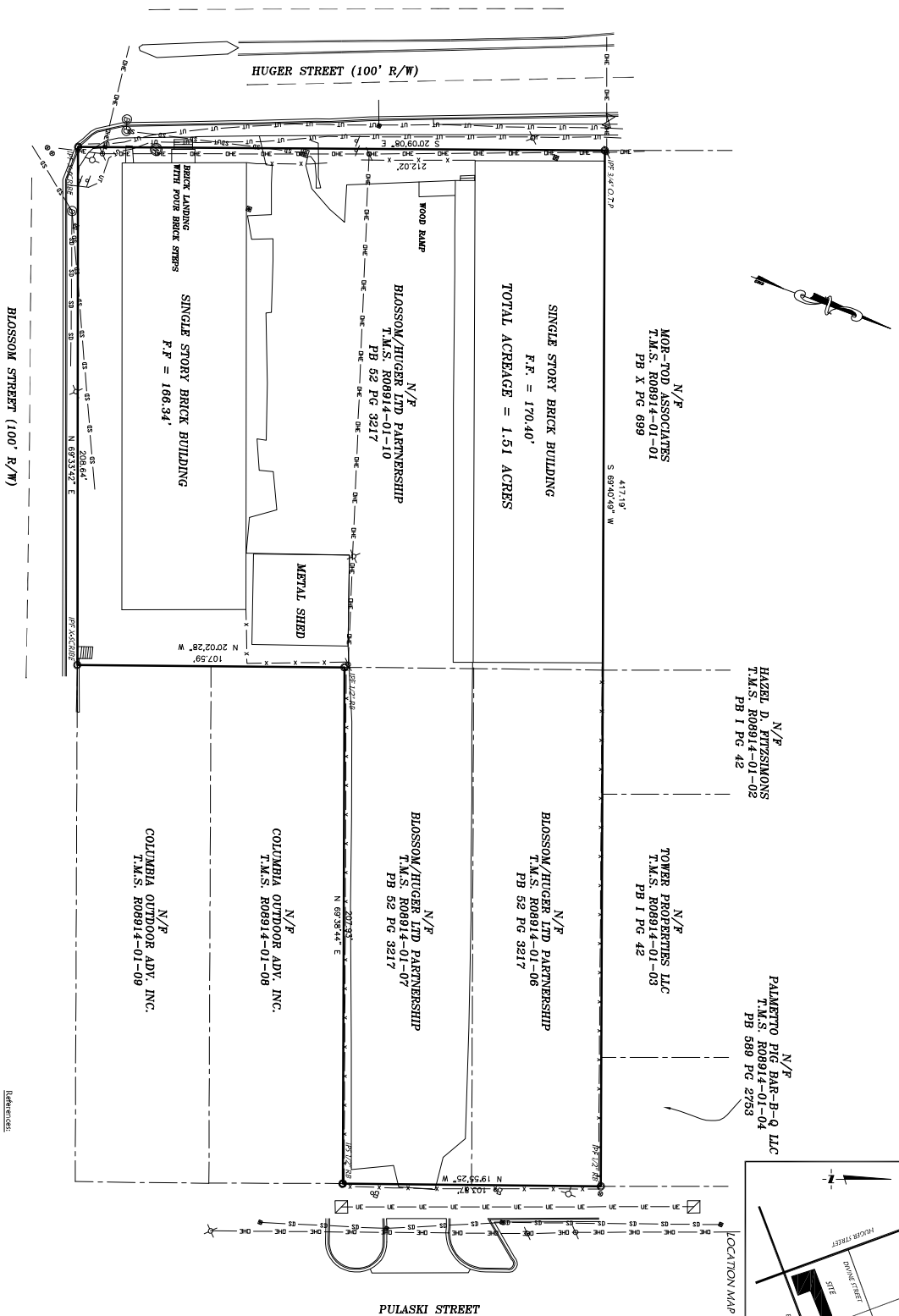
General Notes:

1. Easement locations shown are approximate.
2. Boundary survey is based on existing physical evidence and existing conditions observed on date of survey.
3. This survey was performed without the benefit of a title examination by an attorney.
4. Property may be subject to recorded or unrecorded easements, restrictions and or right of way not observed.
5. Individual power poles, guy wires and power lines may be subject to easements.
6. RB = Rebar
7. RPS = Iron pin found
8. OMF = Concrete monument found
9. OMS = Concrete monument set
10. OT = Open top pipe
11. CT = Crimp top pipe
12. PK = Pin nail

7. Locations of underground utilities not shown, are unknown.

- Benchmark
- Monitoring well
- Geodetic Monument
- Rebar
- Drop hole
- Drainage Manhole
- Catch Basin
- Junction Box
- Sanitary Sewer Manhole
- Sanitary Sewer Valve
- Sanitary Water Valve
- Runway Light
- Light Pole
- Utility Pole
- Electric Manhole
- Telephone Manhole
- Telephone Pedestal
- Telephone Light
- Water Well
- Water Fountain
- Water Spout
- Fire Hydrant
- Water Meter
- Water Valve
- Gas Valve
- Gas Meter
- Right of Way Mon.
- Aerial Target
- Valve Unknown
- Man Box
- Utility Manhole

- X Fence Line
- DAE Coal Line
- SS Storm Sewer
- SS Sanitary Sewer
- W Water Line
- UT Utility Line
- U Underground Electric
- U Underground Gas
- U Underground Utility
- U Underground Cable

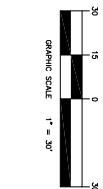


PROJECT NUMBER	T-14-MAP
BOOK	R08914-01-10
SECTION	01-02-07
FIELD BOOK #	01-02-07
PROJECT NUMBER	1610
DATE	10/01/2019

SURVEY ONE, LLC
601 NORTHWOOD ROAD, SUITE C
LEXINGTON, SOUTH CAROLINA 29022
PHONE (803) 808-2300 CELL (803)413-9847
SURVEYONE@WINDSTREAM.NET



PLAT PREPARED FOR
POWER ENGINEERING, INC.
RICHLAND COUNTY, SOUTH CAROLINA



Surveyed by
Russell S. Owens
S.C. Registered Land Surveyor No. 19404

1. Survey made due to the lack of any professional knowledge, information and belief, the survey shown herein was made in accordance with the requirements of the Standard of Practice Manual for Surveying in South Carolina, and there are no visible encroachments or prohibited other than shown.

- References:
1. Tax map R08914-01-00
 2. Plat for Blossom / Huger Limited Partnership, dated Aug. 24, 1988, recorded in the Richland County K.M.C. in plat book 52 page 3217.



We Are Columbia

MEETING DATE: May 12, 2020

DEPARTMENT: Legal Department

FROM: *Shari Ardis, Legal Office Manager*

SUBJECT: Resolution No.: R-2020-053 Authorizing the City Manager to execute a First Amendment to Ground Lease Agreement between the City of Columbia and ASH Bickley Road, LLC (727 Harden Street)

FUNDING SOURCE & ORIGINAL BUDGET:

FOCUS AREAS: Planning Together

ATTACHMENTS:

- R-2020-053 ASH Bickley LLC First Amendment to Ground Lease 727 Harden (PDF)

RESOLUTION NO.: R-2020-053

Authorizing the City Manager to execute a First Amendment to Ground Lease Agreement between the City of Columbia and ASH Bickley Road, LLC

BE IT RESOLVED by the Mayor and City Council this ____ day of _____, 2020, that the City Manager is hereby authorized to execute the attached First Amendment to Ground Lease Agreement, or on a form approved by the City Attorney, to amend the paragraph 5 as follows:

Paragraph 5, entitled PARKING LOT IMPROVEMENTS, is modified to allow Landlord to perform a portion of the work at an agreed upon cost of doing so. The City will perform all work necessary to prepare the property for the concrete course and the Landlord will proceed with work associated with the concrete course, the estimated value of which is based on 200 CY of concrete at a cost of \$105,000. The City agrees to pay the Landlord the sum of \$105,000 upon completion of such work to include a minimum of 6" concrete pour with heavy duty mesh wire. Such payment will occur within 30 days of the Landlord's notice of completion of the work.

The remainder of the original Ground Lease Agreement shall remain in full force and effect.

Requested by:

Assistant City Manager Gentry

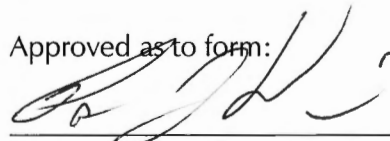
Mayor

Approved by:

City Manager

ATTEST:

Approved as to form:



Senior Assistant City Attorney

City Clerk

Introduced:

Final Reading:

STATE OF SOUTH CAROLINA)
)
 COUNTY OF RICHLAND) FIRST AMENDMENT TO GROUND LEASE AGREEMENT

This First Amendment to Ground Lease Agreement ("Amendment") is made between ASH Bickley Road, LLC ("Landlord") and the City of Columbia ("Tenant"); and,

WHEREAS, by Resolution No.: R-2015-100 approved by City Council on October 20, 2015 the City and Landlord entered into a Ground Lease Agreement effective as of November 3, 2015; and,

WHEREAS, Landlord and Tenant have agreed to a final design of the improvements to be made and the Landlord has agreed to provide approval of those planned improvements referenced in paragraph 5 of the original lease agreement; and,

WHEREAS, the Landlord desires to perform the concrete course work for the project; NOW, THEREFORE,

IT IS HEREBY AGREED, for and in consideration which is hereby acknowledged, the Agreement is amended as follows:

Paragraph 5, entitled PARKING LOT IMPROVEMENTS, is modified to allow Landlord to perform a portion of the work at an agreed upon cost of doing so. The City will perform all work necessary to prepare the property for the concrete course and the Landlord will proceed with work associated with the concrete course, the estimated value of which is based on 200 CY of concrete at a cost of \$105,000. The City agrees to pay the Landlord the sum of \$105,000 upon completion of such work to include a minimum of 6" concrete pour with heavy duty mesh wire. Such payment will occur within 30 days of the Landlord's notice of completion of the work.

Except as modified and amended hereby, all the terms, covenants and conditions of said Agreement for lease of the property shall continue and remain in full force and effect insofar as they do not conflict with the terms of this 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 Amendment to Agreement for Program Services to be executed and effective as of the date of the last signature hereinbelow.

WITNESSES:

City of Columbia

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

ASH Bickley Road, LLC

By: _____
 S. Harpe, II
 Its: Sole Manager
 Date: _____

APPROVED AS TO FORM

 Legal Department City of Columbia



We Are Columbia

MEETING DATE: May 12, 2020

DEPARTMENT: Legal Department

FROM: *Shari Ardis, Legal Office Manager*

SUBJECT: Resolution No.: R-2020-056 Urging the United States Congress to Implement an Emergency Rental Assistance Program for Citizens Impacted by COVID-19

FUNDING SOURCE & ORIGINAL BUDGET:

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

ATTACHMENTS:

- R-2020-056 Implement Emergency Rental Assistance Program (PDF)

RESOLUTION NO.: R-2020-056*Urging the United States Congress to Implement an Emergency Rental Assistance Program for citizens impacted by COVID-19*

WHEREAS, the Mayor and City Council of the City of Columbia, South Carolina ("Council") believe that during this worldwide pandemic event and emergency situation caused by SARS-CoV-2 (the Coronavirus) that causes the disease COVID-19 that the United States Congress should create an emergency rental assistance program for those who are impacted by the COVID-19 crisis and struggle to cover housing expenses and risk eviction; and,

WHEREAS, Council would urge Congress to better tailor the CARES Act eviction moratorium and safeguard owners' ability to effectively manage their communities and prevent or reduce evictions; and,

WHEREAS, Council would urge Congress to limit the moratorium to those negatively impacted by COVID-19 and reaffirm that properties with a federally backed mortgage from USDA, VA, HUD, Fannie Mae or Freddie Mac or dwellings receiving federal assistance or benefit from HUD's housing programs must comply, as Congress intended to prevent or reduce evictions; and,

WHEREAS, Council would encourage that Congress strengthen the language to emphasize housing providers maintain the ability to issue notices to vacate in cases of criminal activity or other urgent concerns and allow housing providers to issue notices to vacate at the end of the moratorium period; renter protections are already embedded in local eviction law and process that prevent the immediate removal of a tenant. That Congress would clarify "notice to vacate" requirements to conform to existing state and local eviction law and court processes, including recently enacted COVID-19 related mandates, renter protections are robust and are already embedded in state and local requirements to prevent the immediate removal of a tenant; and,

WHEREAS, Council would further encourage Congress to allow more housing providers access to mortgage forbearance and ensure fairness and flexibility in its terms; include all mortgage and loan types issued by a federally regulated financial institution; expand forbearance to cover other property-level financial obligations; ensure that forbearance protections are in place for the same length of time as eviction moratoriums to stop the potential for financial delinquencies and defaults; and provide borrowers who request forbearance with greater flexibility in repayment schedules; and,

WHEREAS, this Council believes that evicting residents during this worldwide pandemic event and emergency situation, would be contrary to the health safety and welfare of the community citizens because those who are evicted are impoverished, lack the resources to timely move their personal belongings, and have nowhere else to go after being evicted; NOW THEREFORE,

BE IT RESOLVED, by the Mayor and Council this ____ day of _____, 2020, that the City Council of the City of Columbia hereby urges the United States Congress should create an emergency rental assistance program for those who are impacted and provide proof of financial hardship as a result of the COVID-19 crisis and struggle to cover housing expenses and risk eviction.

Requested by:

Councilmember Devine

Mayor

Approved by:

City Manager

Approved as to form:

T. A. Knox

ATTEST:

City Attorney

Introduced:

Final Reading:

City Clerk



We Are Columbia

MEETING DATE: May 12, 2020

DEPARTMENT: Community Development

FROM: *Gloria Saeed, Director*

SUBJECT: **City of Columbia Five Year Consolidated Plan and Fiscal Year Annual Action Plan - Ms. Gloria Saeed, Community Development Director**

FUNDING SOURCE & ORIGINAL BUDGET:

The comment period for the City's 2020-2024 Five-Year Consolidated Plan, first program year 2020 Annual Action Plan runs from April 3, 2020 - May 4, 2020. The City's Community Development is seeking approval to submit the Five-Year Consolidated Plan and Annual Action Plan to HUD on or before May 15, 2020.

Federal HUD Entitlements and Program Income - \$3,994,791.00

ATTACHMENTS:

- Columbia 2020-2024 ConPlan 4.8 and FY 2020-2021 Annual Action Plan DRAFT-Clean(PDF)
- CD Consolidated Plan (PDF)



City of Columbia
2020-2024 Consolidated Plan
and
FY 2020-2021 Annual Action Plan

Public Comment DRAFT

City of Columbia
Community Development Department
1401 Main St., 4th Floor
Columbia, SC 29201
COLUMBIA

2020-2024
Consolidated Plan

OMB Control No: 2506-0117 (exp. 06/30/2018)

1

Attachment: Columbia 2020-2024 ConPlan 4.8 and FY 2020-2021 Annual Action Plan DRAFT-Clean (5896 : City of Columbia Five Year

2020-2024
Consolidated Plan

COLUMBIA

2

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Executive Summary

ES-05 Executive Summary - 24 CFR 91.200(c), 91.220(b)

1. Introduction

The Community Development (CD) Department is committed to making the City of Columbia and its neighborhoods a better place to live, work and play. The City of Columbia strives to provide safe, decent and affordable housing, a suitable living environment and economic opportunities especially for low to moderate income individuals and communities.

Community Development is the fuel that supports the local economy by providing resources and opportunities for growth. It administers federal, state and local funds and ensures compliance; increases homeownership and builds neighborhood capacity through excellent customer service. Partnerships with banks, neighborhoods and organizations allow us to improve the quality of life and continue to make Columbia a *World Class City*.

Columbia is the state capital and largest city in South Carolina, with a population of 132,236 and a metropolitan statistical area (MSA) of 808,377 and rising as of 2017. Our city experienced a steady population growth with our population increasing 4% from 2010 to 2017 (127,605 to 132,236).

2. Summary of the objectives and outcomes identified in the Plan Needs Assessment Overview

The City of Columbia has developed its strategic plan based on an analysis of the data presented in this plan and an extensive community participation and consultation process. Through these efforts, the City has identified four priority needs with associated goals to address those needs. The priority needs with associated goals include:

1) Expand/Improve Public Infrastructure & Facilities

- 1A Expand Public Infrastructure
- 1B Improve Public Infrastructure Capacity
- 1C Improve Access to Public Facilities

2) Preserve & Develop Affordable Housing

- 2A Increase Homeownership Opportunities
- 2B Increase Affordable Rental Housing Opportunities
- 2C Provide Code Enforcement in LMI Neighborhoods
- 2D Provide Removal of Slum & Blight in Residential
- 2E Provide for Owner Occupied Housing Rehab

3) Public Services & Quality of Life Improvements

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- 3A Provide Supportive Services for Special Needs
- 3B Provide Vital Services for LMI Households

4) Housing & Supportive Services for Persons HIV/AIDS

- 4A Provide Housing Opportunities Persons HIV/AIDS
- 4B Provide Medical & Support Services HIV/AIDS

5) Provide for Increased Economic Opportunities

- 5A Provide Support to New & Expanding Businesses

3. Evaluation of past performance

The City, with other public, private and non-profit community housing providers and non-housing service agencies have made significant contributions to provide safe, decent and affordable housing, a suitable living environment and economic opportunities especially for low to moderate income individuals in the community. However, affordable housing remains one of the most prolific needs facing the City of Columbia, as documented by the current Consolidated Plan, the City's previous 2015-2019 Consolidated Plan, and the 2018 Consolidated Annual Performance and Evaluation Report (CAPER).

The CAPER provides an assessment of progress towards the five-year goals and the one-year goals of HUD entitlement grants CDBG, HOME and HOPWA. According to the most recent CAPER, the City exceeded its goals for providing direct financial assistance to LMI homebuyers, and improvements to public facilities and infrastructure. Where progress was not made toward specific goals was rental housing assistance, however proposed numbers were high with the expectation that the CDBG-DR program would assist a larger number of rehabs as well as increasing the number of available affordable rental units. The program has taken longer to implement and accomplishment numbers will be much higher in future progress reports. Results for the HOPWA program was mixed as service providers exceeded expectations for short-term rent, mortgage, and utility assistance (STRMU) to prevent homelessness of individuals and families, however goals were not reached for providing Tenant-based rental assistance (TBRA). For the upcoming program year, the City has revised its goal setting and will be working closely with Columbia Housing in their efforts to provide persons with HIV/AIDS with TBRA.

4. Summary of citizen participation process and consultation process

The City of Columbia is engaged in ongoing efforts to increase coordination amongst the complex network of public, private, and nonprofit organizations that deliver housing and social services to the community. As the administrators of HUD's CDBG, HOME and HOPWA programs, the City's Community Development Department acts as a hub for community and economic development in the area. Open lines of communication are maintained between the City and the area's many nonprofit and social service

agencies and are given opportunities to participate in the Consolidated Planning process. These community stakeholders help provide input that shapes the priority needs identified in the City's Plan.

Community Development Department staff also attempt on an ongoing basis to encourage participation by all citizens with special emphasis on persons of low- to moderate-incomes and those with special needs to participate in the Consolidated Planning process. The City conducted a series of community meetings as well as a public review period for the Plan to obtain insight from the public into community development needs and priorities. Full details of the City's citizen participation outreach efforts are available in PR-15 Citizen Participation.

5. Summary of public comments

The City of Columbia ensures that there are multiple opportunities for interested community stakeholders to review and comment on the City's Housing and Community Development plans. A series of public meetings were held during the Consolidated Planning process to inform the public and community stakeholders of the contents of the Plan. A 30-Day Public Comment Period beginning on April 3, 2020 through May 4, 2020 was held to give the public an opportunity to review the Consolidated Plan & Action Plan draft. A community survey and a stakeholder survey ran throughout the development of the Consolidated Plan. There were 56 responses received for the community survey and 35 responses for the stakeholder survey. Below are a summary of the responses:

Community Member Priorities from the Community Survey:

1. Public Improvements (Sidewalks; water/sewer line/storm water drainage, street improvements)
2. Economic Development (Small business assistance; public transportation, job creation/retention; employment training)
3. Affordable Housing (New affordable homeowner or rental housing; rehabilitation of owner-occupied housing; energy efficient improvements)

Community Stakeholder Priorities from the Community Stakeholder Survey:

1. Creation of affordable housing and homebuyer assistance.
2. Public services such as employment training, crime prevention and vital services for the special needs population.
3. Homeowner and renter housing rehabilitation.
4. Public facilities and infrastructure improvements.
5. Economic development

Full details of the City's citizen participation outreach efforts are available in PR-15 Citizen Participation. A full analysis of the two surveys are included as an attachment to this plan.

6. Summary of comments or views not accepted and the reasons for not accepting them

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Consolidated Plan

All comments were accepted and are attached in the Citizen Participation Appendix.

7. Summary

Primary data sources for the Consolidated Plan include: 2006-2010 & 2013-2017 American Community Survey 5-Year Estimates, 2012-2016 CHAS, Bureau of Labor Statistics, Center for Disease Control, Longitudinal Employer-Household Dynamics (LEHD), Homeless Management Information System (HMIS), Inventory Management System/PIH Information Center (IMS/PIC), HUD 2018 Housing Inventory Counts (HIC), HUD Continuum of Care Homeless Assistance Programs Homeless Populations 2018 Point-in-Time data, SC DHEC HIV/AIDS Surveillance data and local data sources. A disparity exists between data tables throughout the plan in that tables which utilize ACS contain 2017 data and tables that utilize CHAS contain 2016 data. At the time of writing only 2016 CHAS data was available from HUD. However 2017 ACS data was available and thus the City thought it best to utilize the most current data source where possible, and that incongruencies in the source years were outweighed by the more accurate demographic and housing picture painted by the 2017 ACS data.

The Process

PR-05 Lead & Responsible Agencies 24 CFR 91.200(b)

1. Describe agency/entity responsible for preparing the Consolidated Plan and those responsible for administration of each grant program and funding source

The following are the agencies/entities responsible for preparing the Consolidated Plan and those responsible for administration of each grant program and funding source.

Agency Role	Name	Department/Agency
CDBG Administrator	COLUMBIA	Community Development Department
HOPWA Administrator	COLUMBIA	Community Development Department
HOME Administrator	COLUMBIA	Community Development Department

Table 1 – Responsible Agencies

Consolidated Plan Public Contact Information

Dollie D. Bristow, CD Administrator
 Community Development Department
 1401 Main St., 4th Floor, Columbia, SC 29201
 Phone: (803) 545-3371
 Dollie.bristow@columbiasc.gov

PR-10 Consultation – 91.100, 91.110, 91.200(b), 91.300(b), 91.215(I) and 91.315(I)

1. Introduction

The City of Columbia is engaged in ongoing efforts to increase coordination amongst the complex network of public, private, and non-profit organizations that deliver housing and social services to the community. As the administrator of HUD's CDBG, HOME and HOPWA programs, the City's Community Development Department acts as a hub for community and economic development in the area. Open lines of communication are maintained between the City and the area's many non-profit and social service agencies.

Provide a concise summary of the jurisdiction's activities to enhance coordination between public and assisted housing providers and private and governmental health, mental health and service agencies (91.215(I)).

Besides keeping an open-door policy and maintaining ongoing daily communication with the area's many agencies and service providers, the City of Columbia's CD Department is engaged in a number of efforts and initiatives to enhance coordination among the community's governmental and service frameworks.

The City recognizes the need for increased coordination between the City and programs and services that help for the implementation of the Consolidated Plan. Committees were set up to address the provision of affordable housing and workforce consistent with the recommendations of the City.

These committees are:

Economic & Community Development Committee, which review matters related to economic, community and neighborhood development.

Environment & Infrastructure Committee reviews matters related to green space, water quality, roads, and buildings.

Public Safety Committee reviews matters related to public safety, including animal services, code inspection, Municipal Court, and other matters related to public safety.

Describe coordination with the Continuum of Care and efforts to address the needs of homeless persons (particularly chronically homeless individuals and families, families with children, veterans, and unaccompanied youth) and persons at risk of homelessness

The City of Columbia is partnered with the United Way of the Midlands (UWM), which serves as lead HUD agency for the Midlands Area Consortium for the Homeless (MACH), and is the HUD designated Homeless

Continuum of Care (CoC). UWM also administers the CoC's Homeless Management Information System (HMIS).

This group of service providers implements housing services for the homeless, as well as other organizations with an interest in preventing homelessness. Along with UWM, those involved are local nonprofit agencies, local government entities, the public schools, housing authorities, law enforcement, faith communities, and financial supporters.

The partnership was created to maximize the resources available to homeless persons through the development and coordination of an effective and comprehensive continuum of care system addressing services from homelessness prevention services, to outreach services, emergency shelter, transitional housing, permanent supportive housing, and permanent affordable housing.

Describe consultation with the Continuum(s) of Care that serves the jurisdiction's area in determining how to allocate ESG funds, develop performance standards and evaluate outcomes, and develop funding, policies and procedures for the administration of HMIS

N/A. The City does not allocate ESG funds. The City refers to its partners in MACH, which serve the homeless population in the City, and administers the Homeless Management Information System (HMIS).

2. Describe Agencies, groups, organizations and others who participated in the process and describe the jurisdictions consultations with housing, social service agencies and other entities

Table 2 – Agencies, groups, organizations who participated

1	Agency/Group/Organization	City of Columbia
	Agency/Group/Organization Type	Housing Other government - Local Grantee Department
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Non-Homeless Special Needs HOPWA Strategy Economic Development Market Analysis Anti-poverty Strategy
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	The City of Columbia Community Development Department (CDD) is the lead agency of the Consolidated Plan.
2	Agency/Group/Organization	Columbia Housing Authority
	Agency/Group/Organization Type	Housing PHA Services - Housing Other government - Local
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Public Housing Needs Homelessness Strategy
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	The Columbia Housing Authority (CHA) is the local PHA and currently provides affordable housing to approximately 15,000 residents in the Columbia Metropolitan area. There are over 2200 units of housing for families of low and moderate incomes. CHA administers over 2,000 public housing units and 3,100 housing vouchers. The housing authority helped to inform the housing needs assessment and public housing needs.

3	Agency/Group/Organization	Midlands Area Consortium for the Homeless
	Agency/Group/Organization Type	Housing Services - Housing Services-homeless Regional organization Grantee Department
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Homelessness Strategy
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	MACH is the Continuum of Care and represents 14 Counties across the Midlands of South Carolina. MACH advocates for issues and initiatives that will help end homelessness. MACH works collaboratively to reduce the time that people spend in a homeless situation while promoting self-sufficiency and independence for the people they serve. MACH information and data helped to inform the homeless strategy.
4	Agency/Group/Organization	United Way of the Midlands
	Agency/Group/Organization Type	Regional organization Foundation
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Homelessness Strategy Market Analysis
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	United Way of The Midlands (UWM) works to determine and respond to the critical human service needs of the community. UW serves as lead agency of MACH (CoC). UWM also offers grants funding to cover needs in the community. Community volunteers in three councils focused on Education, Financial Stability and Health develop and review a community-wide needs assessment to determine key issues in the community. Based on priorities, opportunities and resources, the councils offer competitive grants to partner agencies who best address the need. UWM helped with consultation of community needs.
5	Agency/Group/Organization	Richland County
	Agency/Group/Organization Type	Housing Other government - County

	What section of the Plan was addressed by Consultation?	Housing Need Assessment Market Analysis
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	Richland County worked closely with the City in the development of the Plan. The County attended meetings and participated in the consultation of the housing needs assessment.
6	Agency/Group/Organization	Lexington County
	Agency/Group/Organization Type	Housing Other government - County
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Market Analysis
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	Lexington County worked closely with the City in the development of the Plan. The County attended meetings and participated in the consultation of the housing needs assessment.

Identify any Agency Types not consulted and provide rationale for not consulting

There were no organizations or agency types not intentionally consulted. All comments were accepted.

Other local/regional/state/federal planning efforts considered when preparing the Plan

Name of Plan	Lead Organization	How do the goals of your Strategic Plan overlap with the goals of each plan?
Continuum of Care	United Way of the Midlands (UWM)	UWM is the lead agency of MACH, the local Continuum of Care (CoC). The needs identified by the CoC help to inform the goals of the Strategic Plan, in particular for the special needs population.

Name of Plan	Lead Organization	How do the goals of your Strategic Plan overlap with the goals of each plan?
The Columbia Plan: 2018	City of Columbia	The Columbia Plan: 2018 is the comprehensive plan for the City of Columbia; providing a strategic 10-year vision, including objectives, goals, and policies to help guide the city's future development and growth. This plan helped to inform the goals of the Strategic Plan.
Stronger Economies Together	Stronger Economies Together	This program is used to strengthen the capacities of rural areas in the region through the development and implementation of an economic blueprint based on current and emerging economic strengths.
MBLG Regional Competitiveness Initiative	The Midlands Business Leadership Group	The Midlands Business Leadership Group utilizes an annual report published by EngenuitySC to prioritize action around five key indicators: talent, entrepreneurial and business environment, innovation, industry clusters, and livability.
Fort Jackson McEntire Joint Land Study	Department of Defense	Fort Jackson McEntire Joint Land Study: In partnership with the Department of Defense a study was conducted to guide planning and feasibility of land use development around military installations.
Sentinel Landscape Initiative	Sentinel Landscape Initiative	Sentinel Landscape Initiative: The Joint Land Use Study aligns with the goals of the CEDS and works to better serve areas where working and natural lands converge.

Table 3 – Other local / regional / federal planning efforts

Describe cooperation and coordination with other public entities, including the State and any adjacent units of general local government, in the implementation of the Consolidated Plan (91.215(l))

The City of Columbia and the greater region's population has grown in recent years, housing costs have increased and the availability of homes affordable to existing and new residents that are located close to employment centers and existing public facilities and services has declined. As a result, the City recognizes the need to have a current assessment of the housing in the area. Committees were set up to address the provision of affordable housing and workforce consistent with the recommendations of the City. These efforts help to increase coordination between the City and programs and services that help for the implementation of the Consolidated Plan. These committees are:

- 1) Economic & Community Development Committee, which reviews matters related to economic, community and neighborhood development.
- 2) Environment & Infrastructure Committee, which reviews matters related to green space; water quality; roads; and buildings.
- 3) Public Safety Committee, which reviews matters related to public safety, including animal services, code inspection, Municipal Court and other matters related thereto.

PR-15 Citizen Participation – 91.105, 91.115, 91.200(c) and 91.300(c)

**1. Summary of citizen participation process/Efforts made to broaden citizen participation
Summarize citizen participation process and how it impacted goal-setting**

The City of Columbia’s Community Development Department (CD) is responsible for the development of and updates to the Citizen Participation Plan. CD also maintains all required records and reports available for public review. Records are kept and made available which show racial and income data as well as beneficiaries of CDBG funded activities.

Community Development Department staff also attempt on an ongoing basis encourage participation by all citizens with special emphasis on persons of low to moderate incomes and those with special needs to participate in the Consolidated Planning process.

The CD has developed a formal process for soliciting the maximum amount of citizens' input into the comprehensive housing and neighborhood planning process. With regard to the five-year Consolidated Plan, public hearings and various meetings are conducted prior to the formulation of the plan. The public is also afforded 30 days to comment on the contents of the Consolidated Plan. Citizen comments are then summarized and included in the Consolidated Plan document.

The table below show details of the City’s citizen participation outreach efforts.

Citizen Participation Outreach

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL
1	Public Meeting	Non-targeted/broad community	Citizens Advisory Committee Monthly Meeting - Review of Applications. Meeting was held on January 14, 2020 at the CD Department, 1401 Main Street, 4th Floor, Columbia, SC at 5:30pm.	All comments accepted.	All comments accepted.	
2	Public Meeting	Non-targeted/broad community	Citizens Advisory Committee Monthly Meeting for Application Award Discussion. Meeting was held on February 11, 2020 at the CD Department, 1401 Main Street, 4th Floor, Columbia, SC at 5:30pm.	All comments accepted.	All comments accepted.	
3	Stakeholder Meeting	Non-targeted/broad community Stakeholders	Stakeholder Input Meeting held on February 20, 2020 at the Print Building, 3907 Ensor Avenue Columbia, SC 29203 from 2:00pm to 4:00pm.	There were 19 stakeholder organizations who attended the meeting.	All comments accepted.	
4	Public Meeting	Non-targeted/broad community	Council District 1 Citizen Input Meeting held on February 20, 2020 at the Print Building, 3907 Ensor Avenue Columbia, SC 29203 from 6:00pm to 8:00pm.	There were 8 members of the public who attended the meeting.	All comments accepted.	

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL
5	Public Meeting	Non-targeted/broad community	CCN Meeting Public Forum held on February 27, 2020 at the Print Building, 3907 Ensor Avenue Columbia, SC 29203.	All comments accepted.	All comments accepted.	
6	Public Meeting	Non-targeted/broad community	Council District 2 Citizen Input Meeting held on March 5, 2020 at the Booker Washington Heights/Kathryn Bellfield Cultural Arts Center, 2611 Grant Street Columbia, SC 29203 from 6:00pm to 8:00pm.	There were 9 members of the public who attended the meeting.	All comments accepted.	
7	Public Meeting	Service Providers and Nonprofits	Citizens Advisory Committee Monthly Meeting to Make Funding Recommendations. Meeting was held on March 10, 2020 at the CD Department, 1401 Main Street, 4th Floor, Columbia, SC at 5:30pm.	All comments accepted.	All comments accepted.	
8	Public Comment Period	Non-targeted/broad community	ConPlan & Action Plan 30-Day Public Comment Period beginning on April 3, 2020 through May 4, 2020.	All comments accepted.	All comments accepted.	
9	Public Hearing	Non-targeted/broad community	A virtual public hearing was held regarding the Consolidated Plan and Action Plan on April 8, 2020 A copy of the notice is provided as an attachment to this plan.	All comments accepted.	All comments accepted.	

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL
10	Public Survey	Non-targeted/broad community	A public survey was run throughout the development of the Consolidated Plan.	The city received 56 responses to the survey. A full analysis of the survey is included as an attachment to this plan.	All comments accepted.	
11	Stakeholder Survey	Community Stakeholders	A Stakeholder survey was run throughout the development of the Consolidated Plan.	The city received 35 responses from community stakeholders to the survey. A full analysis of the survey is included as an attachment to this plan.	All comments accepted.	

Table 4 – Citizen Participation Outreach

Needs Assessment

NA-05 Overview

Needs Assessment Overview

In order to ensure the most efficient and effective use of resources the City must first assess the needs of the community. In this section, the City's various demographic and economic indicators will be described and analyzed to provide the foundation needed for grant management.

Using data gathered by state, local, and federal sources the City can start to identify needs based on the broad trends in population, income, and household demographics. Primary data sources include the US Census Bureau, HUD, and Bureau of Labor Statistics. Once that data has been gathered, they can be examined with a more nuanced analysis of variables, such as how family and household dynamics relate to race and housing problems.

A key goal of the Needs Assessment section is to identify the nature and prevalence of housing problems experienced by the City's residents. Per HUD's definition, there are four housing problems that are assessed:

- Cost-Burden, which is defined as households who spend 30% or more of their income on housing costs
- Lack of Complete Plumbing
- Lack of Complete Kitchen Facilities
- Overcrowding

In addition to the demographics analyzed, this section also looks at factors that impact or are impacted by the housing market. The City's public housing, the needs of those facing homelessness, and non-homeless special needs are also discussed. Finally, non-housing development needs like public services and infrastructure are also analyzed to assist in determining where resources should be allocated.

Whenever possible, each of these issues is juxtaposed with economic and demographic indicators to determine if certain groups carry a disproportionate burden. Understanding the magnitude and prevalence of these issues in the City of Columbia is crucial in aiding in setting evidence-based priorities for entitlement programs.

NA-10 Housing Needs Assessment - 24 CFR 91.205 (a,b,c)

Summary of Housing Needs

The housing needs of a community are, like all items in the market economy, a product of supply and demand. However, determining the factors that impact supply and demand is much more complicated than building one house for one household. Changes in population, household size, availability of rental housing, income, and the condition of a property all work to shift the community's housing needs.

The following section will show that the greatest housing issue facing the citizens of Columbia is affordable housing. According to the 2013-2017 American Community Survey 5-Year Estimates, there are approximately 44,315 cost burdened households in the City, making up 38.5% of the population. Renters are more likely to be cost burdened, approximately 54.3% pay over 30% of their income towards housing. Homeowners are better off but still 24.3% of those with a mortgage and 13.1% of those without a mortgage are cost burdened. This points to the current housing supply being either too small or too expensive.

Demographics	Base Year: 2010	Most Recent Year: 2017	% Change
Population	127,605	132,236	4%
Households	46,575	46,098	-1%
Median Income	\$38,272.00	\$43,650.00	14%

Table 5 - Housing Needs Assessment Demographics

Alternate Data Source Name:
2006-2010 ACS, 2013-2017 ACS

Since 2010, the population of Columbia has increased by approximately 4%, a relatively slow growth rate. During the same time period the number of households in the City actually decreased by approximately 500 households, a 1% reduction. This indicates a situation where household size is increasing along with the population which may lead to overcrowding.

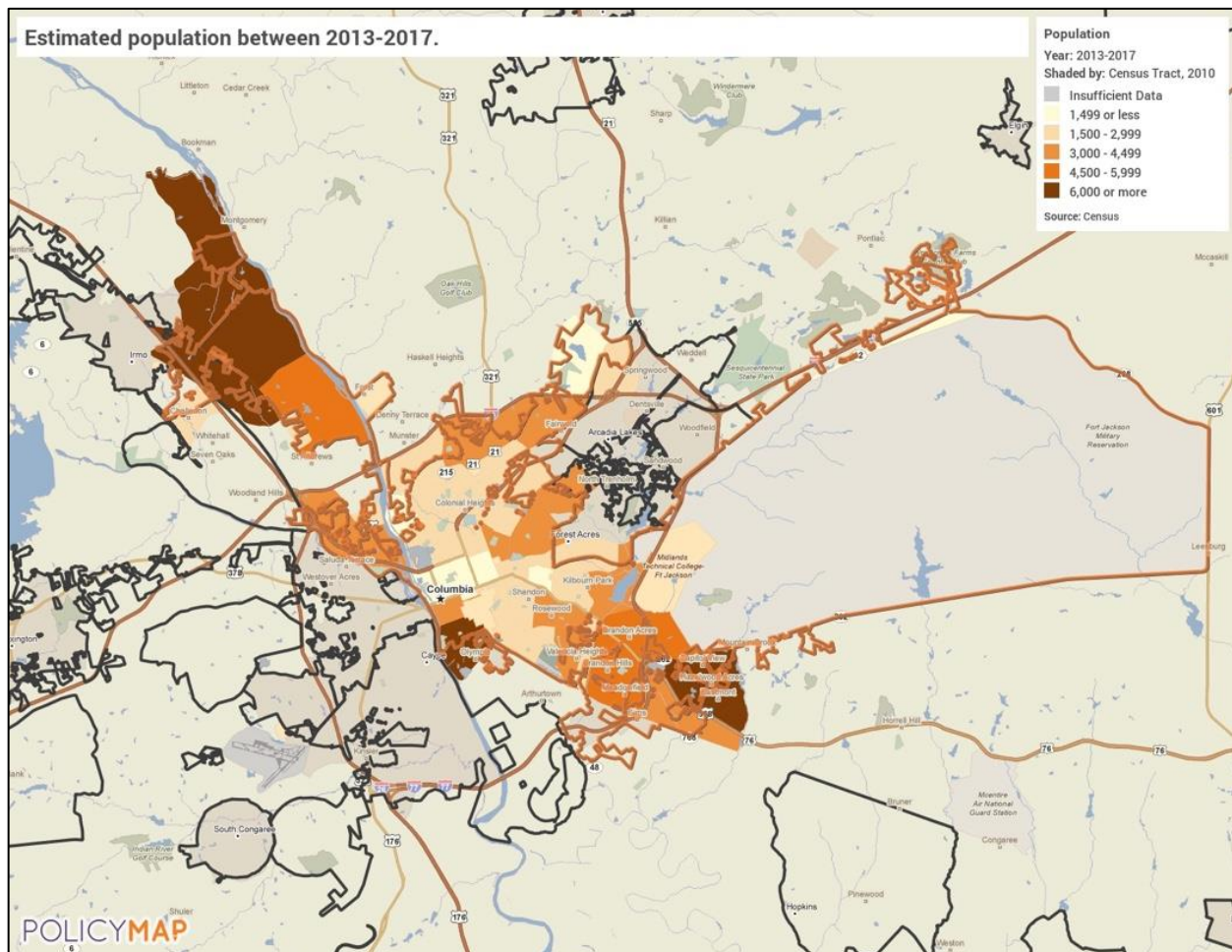
The Median Household Income (MHI) in Columbia increased by 14%. However, this growth in income has barely kept up with inflation. According to the Bureau of Labor Statistics (BLS) inflation calculator, a household in Columbia that had an income of \$38,272 in 2010 would have the same purchasing power as \$42,891 in 2017. The actual change in purchasing power in Columbia was 1.8%. It is also worth remembering that the median household income calculation is a single data point and does not provide information on the distribution of wealth or if certain income groups are growing or lagging behind.

Throughout this document, Census Tracts will be used to provide for geographic comparisons. These visualizations will help guide resources into neighborhoods that may need additional support and identify living patterns that may be associated with poverty, income, housing type, and other data points.

Population in 2017

The following map displays the population density throughout the City by census tract. Census tracts are determined by the US Census Bureau and are adjusted every 10 years upon completion of the decennial census. Tract boundaries are created to include a similar number of people into the same tract and does not generally take into account the size of the area covered.

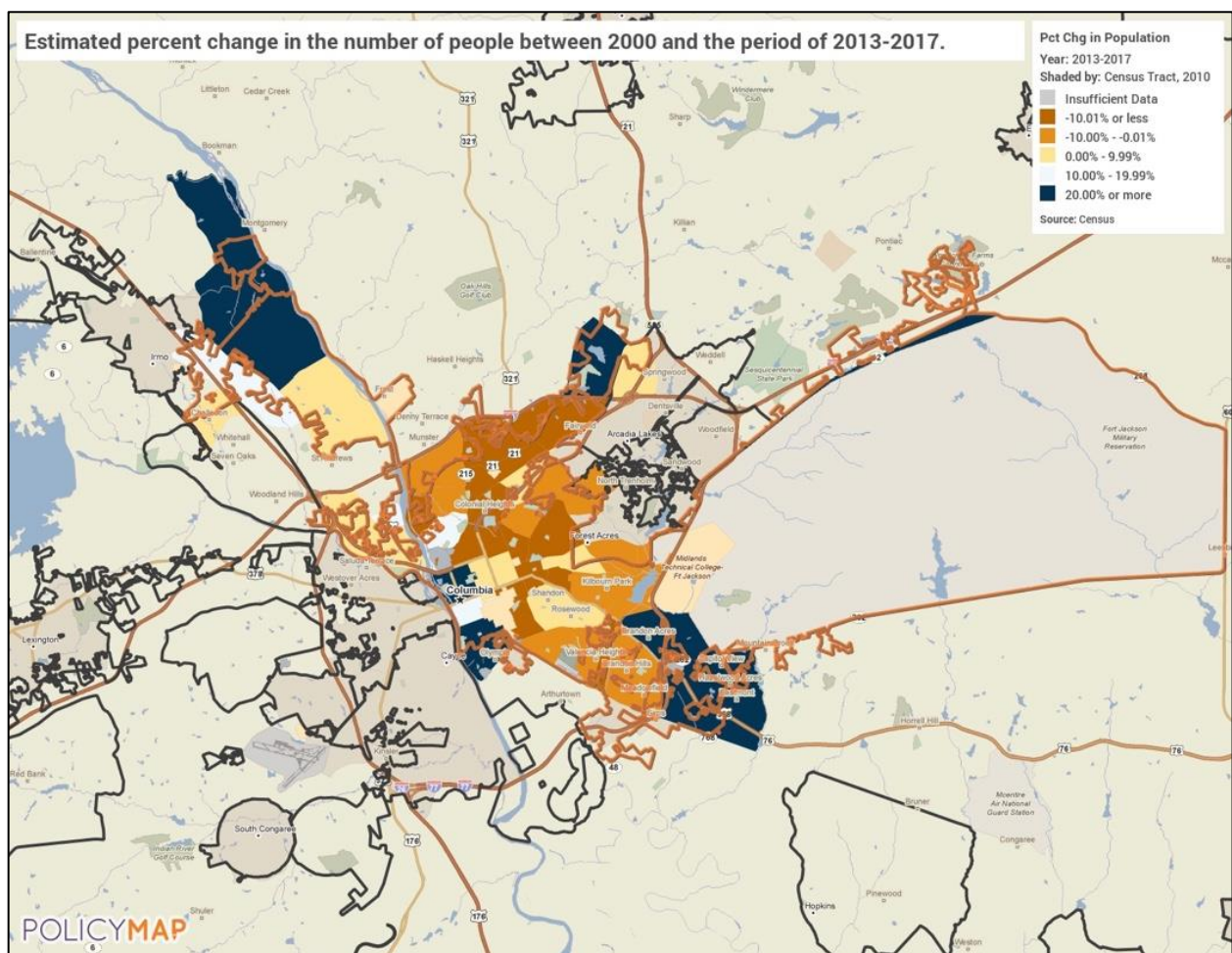
In Columbia, there are three tracts that appear to have more populous tracts than elsewhere in the City. They are located near downtown in the Olympia, Whaley Street, and Granby Hill neighborhoods; in the northwest on the west side of Broad River; and the southeast in the Capitol View and Eastmont area. What this relatively large population tells us is that since 2010 those areas have likely experienced above average growth. The tracts with a relatively small population, under 1,500, have likely seen a population decrease since the last census. The reason for this population shift involves a number of factors, many of which will be discussed throughout the Needs Assessment and Market Analysis.



Change in Population from 2000-2017

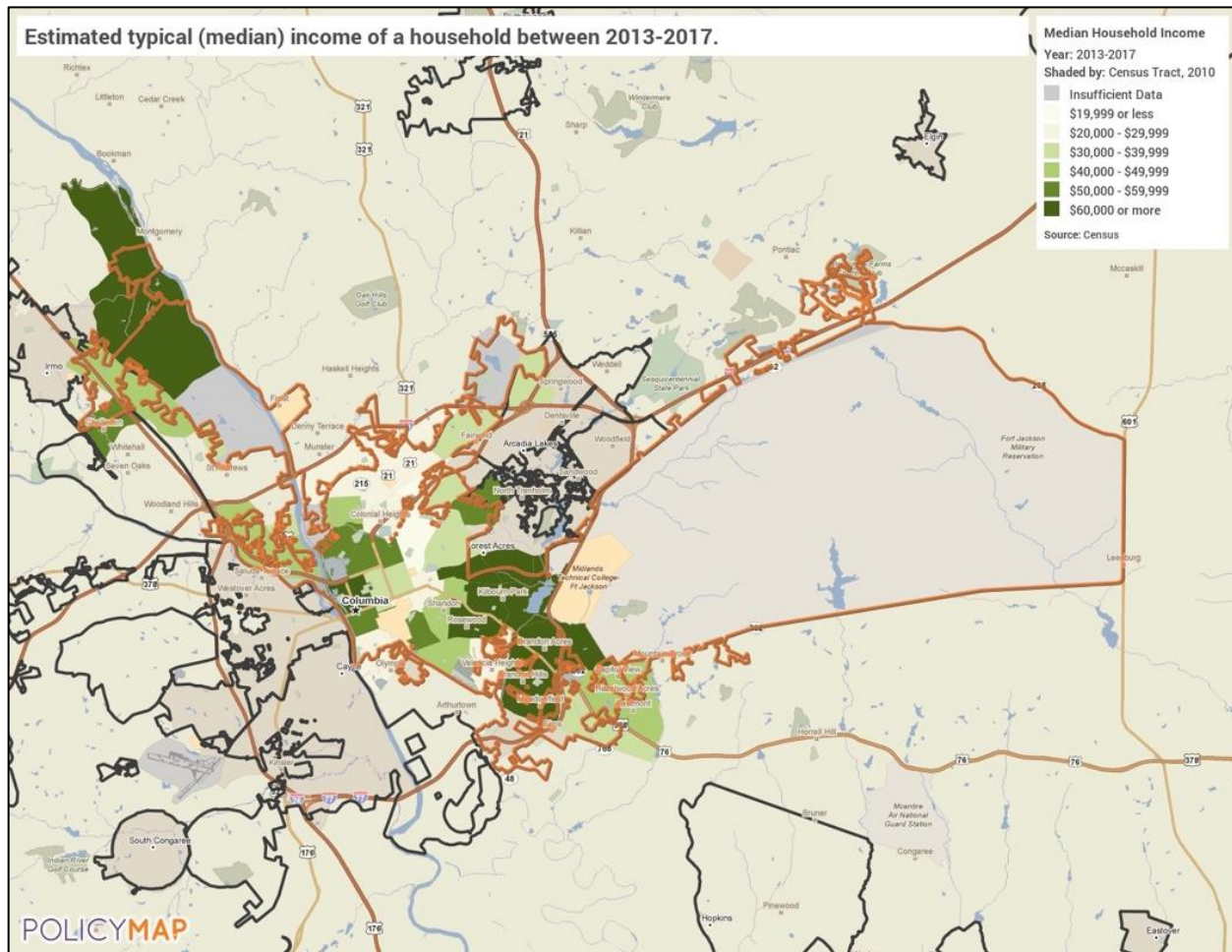
The following map shows how the population has changed since 2000. In nearly two decades clear patterns have developed showing areas that are more or less desirable to live in. The high population areas mentioned above are also three of the four areas that grew significantly. That seems to identify a trend that has been in motion for a significant amount of time.

Conversely, a large swath of Columbia has seen the population decrease. Many of these tracts are lost 10% or more of their population. These growth patterns seem to show a desire for two types of housing, downtown urban units and units on the boundaries of the city. The makeup of the housing units throughout the City, including these neighborhoods in the Market Analysis section.



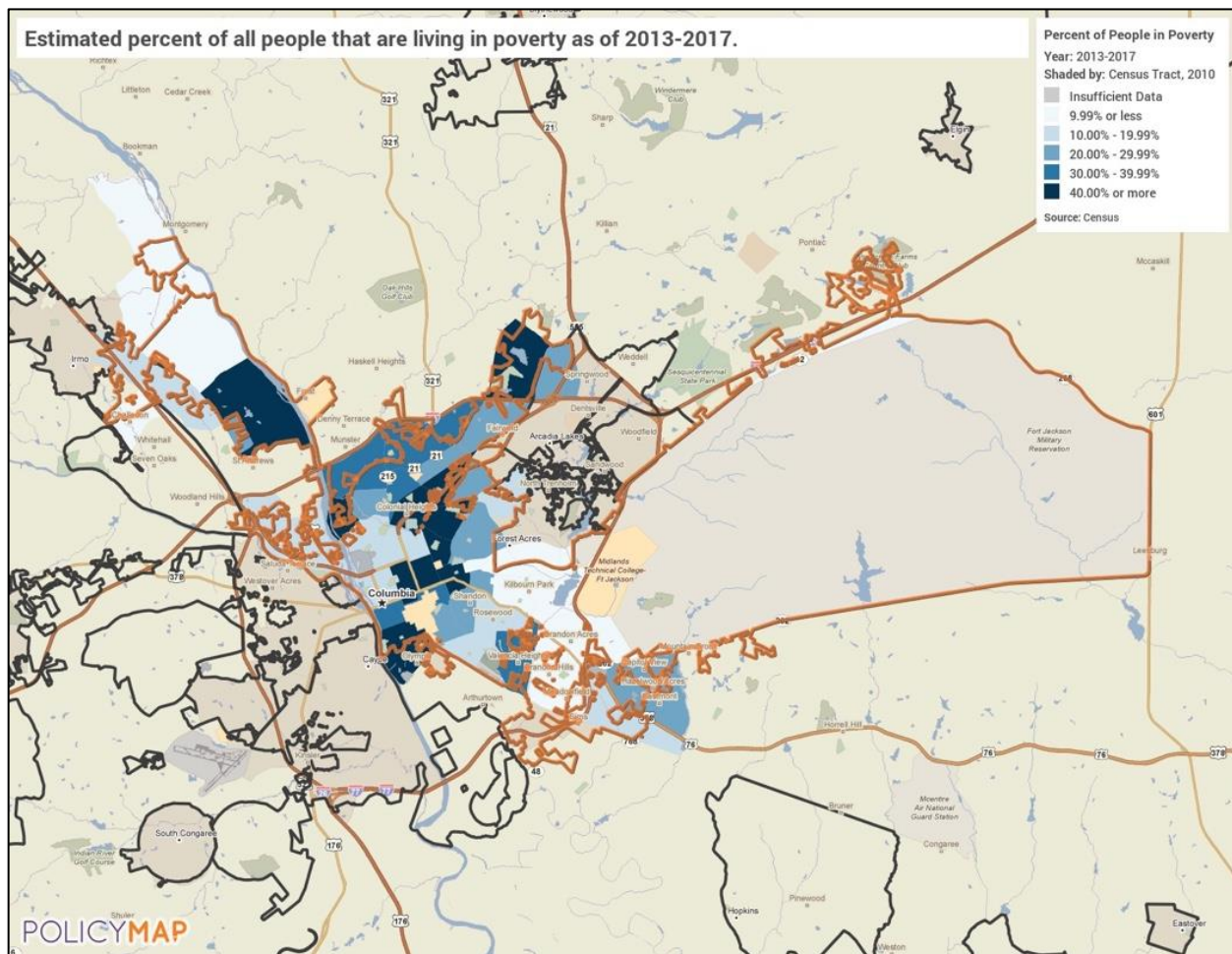
Median Household Income

As noted above, the Median Household Income in Columbia is \$43,650. However, when broken down by census tract it is clear that incomes vary significantly across the City. There are concentrated areas where the MHI is less than \$20,000, which is much lower than areas just a few miles away where the MHI is \$60,000. Considering how closely linked housing affordability, poverty, and other issues are to income it is important to understand and attempt to address these disparities.



Poverty

In many ways, the poverty map below shows a close relationship with the previous median household income map. Areas with lower MHIs tend to have higher poverty rates. In Columbia, the 2017 poverty rate was 22.3%. Again, we see areas of the City where there is a stark difference in a geographically condensed area. High poverty tracts where 40% or more of the residents live below the poverty line border tracts where the poverty rate is 20% or less.



Number of Households Table

	0-30% HAMFI	>30-50% HAMFI	>50-80% HAMFI	>80-100% HAMFI	>100% HAMFI
Total Households	8,690	5,360	7,950	4,250	19,000
Small Family Households	2,550	1,685	2,255	1,255	8,105
Large Family Households	370	260	570	300	965
Household contains at least one person 62-74 years of age	1,180	1,070	1,125	680	3,384
Household contains at least one person age 75 or older	715	580	780	400	1,430
Households with one or more children 6 years old or younger	1,585	685	1,209	553	2,139

Table 6 - Total Households Table

Alternate Data Source Name:
2012-2016 CHAS

Number Households

In the above table, data from HUD's Comprehensive Housing Affordability Strategy (CHAS) is used to develop a more detailed look at households in Columbia. This data is slightly older than the previously used census data, but it allows for a demographic analysis based on relative income. The HUD Area Median Family Income (HAMFI) provides a baseline for income in the area.

This document will use the following income group definitions:

Extremely Low Income: 0-30% HAMFI

Very Low Income: 30-50% HAMFI

Low Income: 50-80% HAMFI

Moderate Income: 80-100% HAMFI

Above Moderate Income: >100% HAMFI

According to the CHAS data there is only one demographic that appears related to household income. Small Family Households are much more common for above moderate-income households than any other income group. Nearly 43% of all households earning more than 100% HAMFI are small family, but only 29.3% of extremely low-income households are made up of small families.

Housing Needs Summary Tables

1. Housing Problems (Households with one of the listed needs)

	Renter					Owner				
	0-30% AMI	>30- 50% AMI	>50- 80% AMI	>80- 100% AMI	Total	0-30% AMI	>30- 50% AMI	>50- 80% AMI	>80- 100% AMI	Total
NUMBER OF HOUSEHOLDS										
Substandard Housing - Lacking complete plumbing or kitchen facilities	65	130	145	75	415	0	15	4	10	29
Severely Overcrowded - With >1.51 people per room (and complete kitchen and plumbing)	135	65	30	10	240	10	0	0	4	14
Overcrowded - With 1.01-1.5 people per room (and none of the above problems)	130	110	70	0	310	15	0	0	4	19
Housing cost burden greater than 50% of income (and none of the above problems)	4,550	1,060	385	0	5,995	940	425	270	45	1,680
Housing cost burden greater than 30% of income (and none of the above problems)	780	1,795	2,295	360	5,230	240	310	765	410	1,725
Zero/negative Income (and none of the above problems)	860	0	0	0	860	135	0	0	0	135

Table 7 – Housing Problems Table

Alternate Data Source Name:
2012-2016 CHAS

Housing Needs Summary

Using CHAS data, the table above gives an overview of housing problems in the City by income group and tenure (renter or homeowner). In Columbia, the most prevalent housing problem is cost burdened households. In the City there are 11,225 renters and 3,405 homeowners who pay 30% or more of their income to housing expenses. More troubling, the majority of these households are severely cost burdened and spend more than half their income on housing expenses.

2. Housing Problems 2 (Households with one or more Severe Housing Problems: Lacks kitchen or complete plumbing, severe overcrowding, severe cost burden)

	Renter					Owner				
	0-30% AMI	>30-50% AMI	>50-80% AMI	>80-100% AMI	Total	0-30% AMI	>30-50% AMI	>50-80% AMI	>80-100% AMI	Total
NUMBER OF HOUSEHOLDS										
Having 1 or more of four housing problems	5,660	3,165	2,920	445	12,190	1,200	750	1,035	480	3,465
Having none of four housing problems	705	805	2,490	1,720	5,720	130	640	1,505	1,610	3,885
Household has negative income, but none of the other housing problems	860	0	0	0	860	135	0	0	0	135

Table 8 – Housing Problems 2

Alternate Data Source Name:
2012-2016 CHAS

Severe Housing Problems

In general, severe housing problems are significantly more likely for lower income residents. Over 46% of the renter households and 34.6% of homeowners who make between 0-100% AMI have a severe housing problem. Given the data presented in Table 3 it is clear that the most common housing problem is cost burden.

3. Cost Burden > 30%

	Renter				Owner			
	0-30% AMI	>30-50% AMI	>50-80% AMI	Total	0-30% AMI	>30-50% AMI	>50-80% AMI	Total
NUMBER OF HOUSEHOLDS								
Small Related	2,065	1,025	735	3,825	250	240	245	735
Large Related	285	150	155	590	50	20	75	145
Elderly	745	275	235	1,255	465	265	260	990
Other	3,325	1,450	1,595	6,370	475	90	300	865
Total need by income	6,420	2,900	2,720	12,040	1,240	615	880	2,735

Table 9 – Cost Burden > 30%

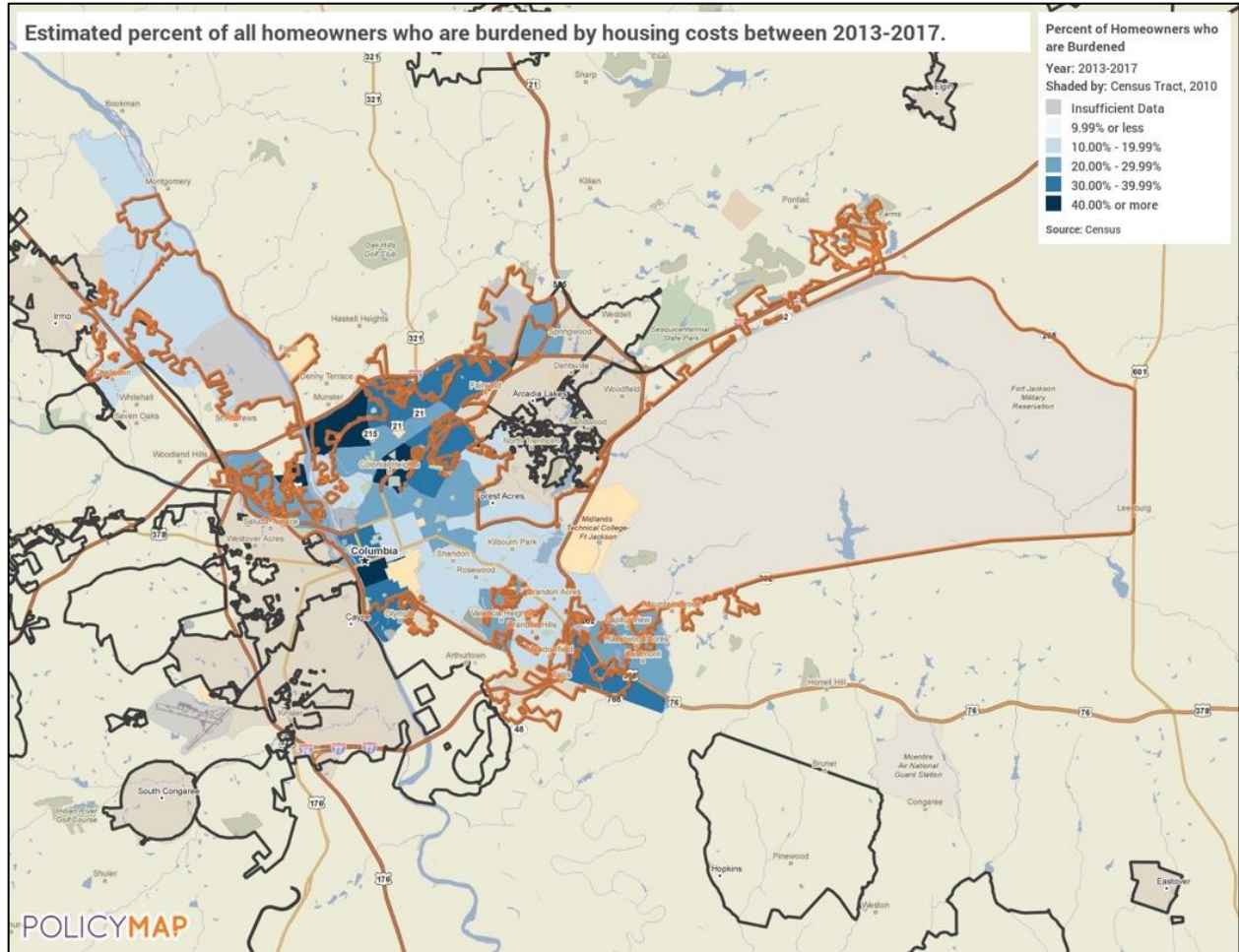
Alternate Data Source Name:
2012-2016 CHAS

Housing Cost Burden

The table above displays 2016 CHAS data on cost-burdened households in the City for the 0% to 80% AMI cohorts. Across income groups there are some similar demographics. For renters, large related households make up around 5% of the cost burdened households and approximately 10% are elderly. For homeowners, a significantly larger proportion of the cost burdened population are elderly residents.

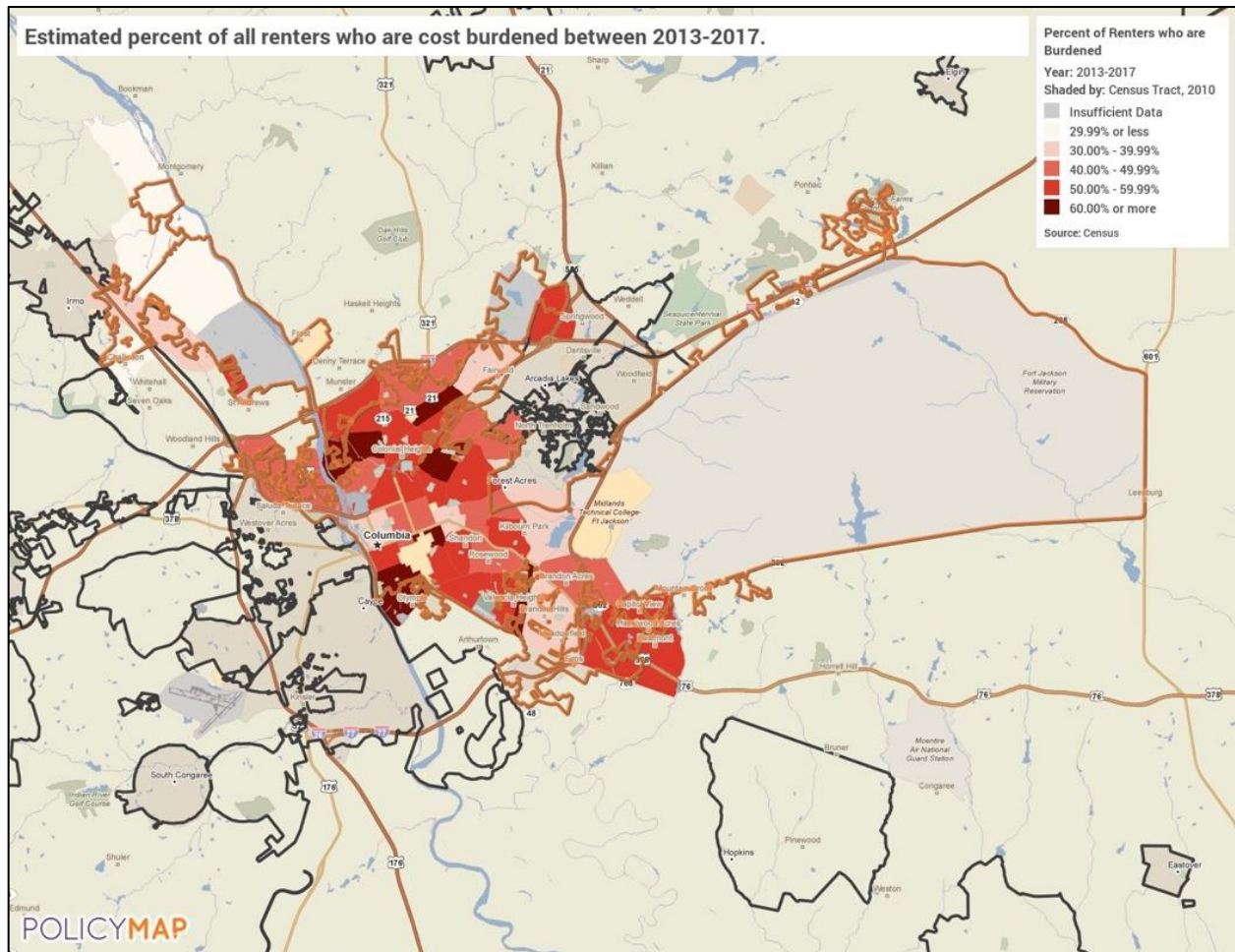
Like most economic indicators, the likelihood a household being cost burdened is correlated with where the household lives. This is due to factors effecting both supply and demand for housing. Areas with a low median income have a demand for less expensive units and areas with a high median home value may only have units that are out of reach. The following maps display cost burdened as determined by the US Census Bureau, while it is not separated by income group it is available by census tract for comparison.

Locations with a relatively high number of cost burdened households are the northern part of the City and downtown. In many of these tracts over 40% of the population is cost burdened. Low cost burden tracts are rare with none meeting the under 10% threshold.



Renter Cost Burden

For renters in Columbia the cost burden rates are much higher across the whole City. Geographically, there is not an area where cost burdened renters are concentrated. High cost burden tracts of over 60% are found in most parts of the City.



4. Cost Burden > 50%

	Renter				Owner			
	0-30% AMI	>30-50% AMI	>50-80% AMI	Total	0-30% AMI	>30-50% AMI	>50-80% AMI	Total
NUMBER OF HOUSEHOLDS								
Small Related	1,540	210	45	1,795	160	120	25	305
Large Related	145	75	10	230	50	4	45	99
Elderly	460	125	90	675	330	160	60	550
Other	2,540	705	290	3,535	350	60	75	485
Total need by income	4,685	1,115	435	6,235	890	344	205	1,439

Table 10 – Cost Burden > 50%

Alternate Data Source Name:
2012-2016 CHAS

Severe Cost Burden

Most cost burdened households pay enough to their household costs to be classified as severely cost burdened. For these households, 50% or more of their income goes to housing. An unexpected expense or increase in utilities can lead to housing instability and homelessness. These residents may require additional support in order to maintain safe and stable housing.

5. Crowding (More than one person per room)

	Renter					Owner				
	0-30% AMI	>30-50% AMI	>50-80% AMI	>80-100% AMI	Total	0-30% AMI	>30-50% AMI	>50-80% AMI	>80-100% AMI	Total
NUMBER OF HOUSEHOLDS										
Single family households	125	135	50	10	320	4	0	0	4	8
Multiple, unrelated family households	0	10	54	0	64	20	0	0	8	28
Other, non-family households	55	35	0	0	90	0	0	0	0	0
Total need by income	180	180	104	10	474	24	0	0	12	36

Table 11 – Crowding Information – 1/2

Alternate Data Source Name:
2012-2016 CHAS

Overcrowding

HUD defines an overcrowded household as one having from 1.01 to 1.50 occupants per room. In Columbia, overcrowding is relatively rare but there is a noticeable difference due to housing tenure. For households earning less than 100% AMI, renters are much more likely to be single family households than other types, while owner-occupied units are much more likely to be multiple, unrelated family households.

As seen below, children are present in more renter households than homeowner households. In renter households, children are more common in lower income households but for homeowners children tend to be in higher income households.

	Renter				Owner			
	0-30% AMI	>30-50% AMI	>50-80% AMI	Total	0-30% AMI	>30-50% AMI	>50-80% AMI	Total
Households with Children Present	1,500	615	944	3,059	80	70	265	415

Table 12 – Crowding Information – 2/2

Alternate Data Source Name:
2012-2016 CHAS

Describe the number and type of single person households in need of housing assistance.

Residents who live alone may have an increased risk of housing instability. The median household income for a single person household is \$30,611 in Columbia, which is slightly more than half the MHI for a 2-person household (\$58,319). Single person households are also more likely to not have access to a personal vehicle, which can limit transportation options making commuting more difficult.

In Columbia, single-person households are more likely to be renters. Given the information analyzed earlier it is likely that many of these households are cost burdened. That amounts to 18,591 households that may need housing assistance.

Estimate the number and type of families in need of housing assistance who are disabled or victims of domestic violence, dating violence, sexual assault and stalking.

Disability

Residents who have disabilities often have additional housing needs in order to maintain safe, secure, and affordable homes. In some cases, the resident will need modifications to the unit to make it accessible. In Columbia, there are 13,107 residents who report having a disability, or 11.7% of the population.

Unsurprisingly, the likelihood that a resident has a disability increases with age and over half of all residents 75 or older report a disability.

In order to properly address the needs of this population it is important to understand how common different types of disabilities are. The most commonly reported disability is ambulatory difficulty which is defined by the US Census Bureau as “having serious difficulty walking or climbing stairs.” There are over 7,000 residents who report this disability and may need assistance such as units accessible from the ground level and ramps.

The second most common disability reported is cognitive difficulty. This disability is defined as “difficulty remembering, concentrating, or making decisions because of a physical, mental, or emotional problem. The needs of this community vary significantly from those with ambulatory difficulty and may include in-home support, counseling, and supportive communities.

Survivors of Domestic Violence, Dating Violence, Sexual Assault, and Stalking

Gathering accurate statistics on the number of survivors of the listed crimes is incredibly difficult. Many incidents go unreported for a variety of reasons, including fear of future violence, loss of children, and lack of housing or economic support. It is important that resources are dedicated to providing support and safety for residents in need of escaping and reporting violence.

According to data reported by the Columbia Police Department and University of South Carolina Police Department there were 60 sexual assaults reported in 2019. In 32 of these cases the location was a residence. The 2018 FBI Uniform Crime Report reported 90 rapes in the city of Columbia that year.

The US Department of Justice reported that only an estimated 34.8% of sexual assaults are reported. Using that figure, it is reasonable to estimate that in 2019 there were over 170 sexual assaults in Columbia and most of those residents could use housing assistance.

What are the most common housing problems?

As discussed above, the most common housing problem in Columbia is Cost Burden. According to the 2013-2017 American Community Survey 5-Year Estimates, there are approximately 44,315 cost burdened households in the City, making up 38.5% of the population. Renters are more likely to be cost burdened, approximately 54.3% pay over 30% of their income towards housing. Homeowners are better off but still 24.3% of those with a mortgage and 13.1% of those without a mortgage are cost burdened.

Are any populations/household types more affected than others by these problems?

Lower income households experience more housing problems across the board. The extremely low-income income range (30% AMI and below) is statistically more likely to have at least one problem than other income ranges, and extremely low-income renters more so than owners. When those facts intersect

we see that low and extremely low-income renters are more affected by housing problems than other groups. For example, extremely low-income renter households show a greater existence of severe housing cost burden than all other groups.

Describe the characteristics and needs of Low-income individuals and families with children (especially extremely low-income) who are currently housed but are at imminent risk of either residing in shelters or becoming unsheltered 91.205(c)/91.305(c)). Also discuss the needs of formerly homeless families and individuals who are receiving rapid re-housing assistance and are nearing the termination of that assistance

HUD defines extremely low-income households as households that earn 0-30% AMI (area median income), and severe housing cost burden as housing expenses that are greater than 50% of income.

As indicated in 2016 CHAS data in Housing Needs Summary Tables, the lack of affordable housing is by far the greatest housing problem for extremely low-income households and families with children in the region. For extremely low-income households, there are 940 homeowner households with severe housing cost burden greater than 50% and 4,550 renter households have severe housing cost burden greater than 50%. That means there are nearly 5,500 households in the City that are both extremely low income and have severe housing cost burden, which places them at imminent risk of becoming homeless. Furthermore, there are 1,580 extremely low-income households with children in the City, the majority of which are renters.

If a jurisdiction provides estimates of the at-risk population(s), it should also include a description of the operational definition of the at-risk group and the methodology used to generate the estimates:

The City of Columbia does not provide estimates of at-risk populations.

Specify particular housing characteristics that have been linked with instability and an increased risk of homelessness

Housing instability is often a complex problem is impacted by housing, economic, and social issues. Housing characteristics linked with housing instability include extremely low income, lack of support for residents who are currently homeless, unaccompanied youth, and youth aging out of foster care. Renters are also at an increased risk of instability due to their home being owned by another person who may decide to take the rental unit off the market. Housing characteristics alone are not the only factor involved with instability and risk of homelessness. Additional factors such as drug and alcohol addiction, crime, health, education, and other factors are discussed in the City's Analysis of Impediments to Fair Housing Choice.

NA-15 Disproportionately Greater Need: Housing Problems – 91.205 (b)(2)

Assess the need of any racial or ethnic group that has disproportionately greater need in comparison to the needs of that category of need as a whole.

Introduction

An important aspect of understanding the needs of the community is to identify if any racial or ethnic groups face a greater need in the community. In this section, the existence of housing problems amongst racial groups is compared to the City as a whole within each income group. For this purpose, HUD guidelines deem a disproportionately greater need to exist when persons of a particular racial or ethnic group experience housing problems at a rate at least 10 percentage points higher than the jurisdiction as a whole.

0%-30% of Area Median Income

Housing Problems	Has one or more of four housing problems	Has none of the four housing problems	Household has no/negative income, but none of the other housing problems
Jurisdiction as a whole	6,880	835	995
White	2,340	205	270
Black / African American	4,040	610	605
Asian	75	0	50
American Indian, Alaska Native	4	10	4
Pacific Islander	0	0	0
Hispanic	290	20	60

Table 13 - Disproportionally Greater Need 0 - 30% AMI

Alternate Data Source Name:
2012-2016 CHAS

*The four housing problems are:

1. Lacks complete kitchen facilities, 2. Lacks complete plumbing facilities, 3. More than one person per room, 4. Cost Burden greater than 30%

30%-50% of Area Median Income

Housing Problems	Has one or more of four housing problems	Has none of the four housing problems	Household has no/negative income, but none of the other housing problems
Jurisdiction as a whole	3,915	1,445	0
White	1,360	465	0
Black / African American	2,085	920	0
Asian	165	10	0
American Indian, Alaska Native	0	0	0
Pacific Islander	45	0	0
Hispanic	180	4	0

Table 14 - Disproportionally Greater Need 30 - 50% AMI

Alternate Data Source Name:
2012-2016 CHAS

*The four housing problems are:

1. Lacks complete kitchen facilities, 2. Lacks complete plumbing facilities, 3. More than one person per room, 4. Cost Burden greater than 30%

50%-80% of Area Median Income

Housing Problems	Has one or more of four housing problems	Has none of the four housing problems	Household has no/negative income, but none of the other housing problems
Jurisdiction as a whole	3,955	3,995	0
White	1,930	1,505	0
Black / African American	1,505	2,095	0
Asian	100	169	0
American Indian, Alaska Native	0	0	0
Pacific Islander	10	0	0
Hispanic	255	190	0

Table 15 - Disproportionally Greater Need 50 - 80% AMI

Alternate Data Source Name:
2012-2016 CHAS

*The four housing problems are:

1. Lacks complete kitchen facilities, 2. Lacks complete plumbing facilities, 3. More than one person per room, 4. Cost Burden greater than 30%

80%-100% of Area Median Income

Housing Problems	Has one or more of four housing problems	Has none of the four housing problems	Household has no/negative income, but none of the other housing problems
Jurisdiction as a whole	925	3,330	0
White	858	1,645	0
Black / African American	255	1,500	0
Asian	4	10	0
American Indian, Alaska Native	0	4	0
Pacific Islander	0	0	0
Hispanic	25	115	0

Table 16 - Disproportionally Greater Need 80 - 100% AMI

Alternate Data Source Name:
2012-2016 CHAS

*The four housing problems are:

1. Lacks complete kitchen facilities, 2. Lacks complete plumbing facilities, 3. More than one person per room, 4. Cost Burden greater than 30%

Discussion

Extremely Low Income: In the City of Columbia 89.2% of the population has at least one housing problem. There is one racial group that is disproportionately impacted. According to the CHAS data, 100% of Asian households in this income group have a housing problem. However, this group is incredibly small, only 75 households.

Very Low Income: The jurisdiction-wide rate of housing problems for this income group is 73%. There are three racial or ethnic groups disproportionately impacted. Approximately 94.3% of Asian households, 100% of Pacific Islander households, and 97.8% of Hispanic households have housing problems.

Low Income: In this income group approximately 49.7% of the households have a housing problem. There is one group, Pacific Islander households, that is disproportionately impacted with 100% reporting a housing problem. This is made up of only 10 households.

Moderate Income: Residents in this group are significantly less likely to have a housing problem than other groups. Overall, 21.7% of the population reports a housing problem. There are no minority groups with disproportionate housing problems.

NA-20 Disproportionately Greater Need: Severe Housing Problems – 91.205 (b)(2)

Assess the need of any racial or ethnic group that has disproportionately greater need in comparison to the needs of that category of need as a whole.

Introduction

Similar to the above section, below severe housing problems are broken down by race and ethnicity and household income. The goal is to identify any groups that are disproportionately impacted by severe housing problems. The same HUD guidelines are used, a disproportionately greater need exists when persons of a particular racial or ethnic group experience severe housing problems at a rate at least 10 percentage points higher than the jurisdiction as a whole.

The following series of tables looks at the existence of severe housing problems amongst different racial and ethnic groups across the 0% -30%, 30%-50%, 50%-80%, and 80%-100% AMI cohorts.

0%-30% of Area Median Income

Severe Housing Problems*	Has one or more of four housing problems	Has none of the four housing problems	Household has no/negative income, but none of the other housing problems
Jurisdiction as a whole	5,840	1,860	995
White	2,135	410	270
Black / African American	3,335	1,315	605
Asian	75	0	50
American Indian, Alaska Native	4	10	4
Pacific Islander	0	0	0
Hispanic	210	95	60

Table 17 – Severe Housing Problems 0 - 30% AMI

Alternate Data Source Name:
2012-2016 CHAS

*The four severe housing problems are:

1. Lacks complete kitchen facilities, 2. Lacks complete plumbing facilities, 3. More than 1.5 persons per room, 4. Cost Burden over 50%

30%-50% of Area Median Income

Severe Housing Problems*	Has one or more of four housing problems	Has none of the four housing problems	Household has no/negative income, but none of the other housing problems
Jurisdiction as a whole	1,810	3,550	0
White	840	985	0
Black / African American	890	2,110	0
Asian	10	165	0
American Indian, Alaska Native	0	0	0
Pacific Islander	0	45	0
Hispanic	35	150	0

Table 18 – Severe Housing Problems 30 - 50% AMI

Alternate Data Source Name:
2012-2016 CHAS

*The four severe housing problems are:

1. Lacks complete kitchen facilities, 2. Lacks complete plumbing facilities, 3. More than 1.5 persons per room, 4. Cost Burden over 50%

50%-80% of Area Median Income

Severe Housing Problems*	Has one or more of four housing problems	Has none of the four housing problems	Household has no/negative income, but none of the other housing problems
Jurisdiction as a whole	900	7,055	0
White	560	2,880	0
Black / African American	240	3,360	0
Asian	24	245	0
American Indian, Alaska Native	0	0	0
Pacific Islander	0	10	0
Hispanic	80	365	0

Table 19 – Severe Housing Problems 50 - 80% AMI

Alternate Data Source Name:
2012-2016 CHAS

*The four severe housing problems are:

1. Lacks complete kitchen facilities, 2. Lacks complete plumbing facilities, 3. More than 1.5 persons per room, 4. Cost Burden over 50%

80%-100% of Area Median Income

Severe Housing Problems*	Has one or more of four housing problems	Has none of the four housing problems	Household has no/negative income, but none of the other housing problems
Jurisdiction as a whole	155	4,100	0
White	75	2,150	0
Black / African American	65	1,685	0
Asian	0	15	0
American Indian, Alaska Native	0	4	0
Pacific Islander	0	0	0
Hispanic	10	130	0

Table 20 – Severe Housing Problems 80 - 100% AMI

Alternate Data Source Name:
2012-2016 CHAS

*The four severe housing problems are:

1. Lacks complete kitchen facilities, 2. Lacks complete plumbing facilities, 3. More than 1.5 persons per room, 4. Cost Burden over 50%

Discussion

Extremely Low Income: In the City of Columbia a significant number of extremely low-income residents have a severe housing problem. At the jurisdiction level 75.8% of all residents in this income group are disproportionately impacted. According to the available data, 100% of Asian households have a severe housing problem.

Very Low Income: Households in this group are significantly less likely to have a severe housing problem than the above group, only 33.8% of very low-income households have a severe housing problem. There are no minority racial or ethnic groups disproportionately impacted.

Low Income: Only 11.3% of residents in this group have a severe housing problem. There are no groups disproportionately impacted.

Moderate Income: At the City level only 3.6% of the moderate-income residents have a severe housing problem. There are no racial or ethnic groups disproportionately impacted.

NA-25 Disproportionately Greater Need: Housing Cost Burdens – 91.205 (b)(2)

Assess the need of any racial or ethnic group that has disproportionately greater need in comparison to the needs of that category of need as a whole.

Introduction:

Given the prevalence of cost burdened households a deeper analysis of the data is warranted. The cost burden and severe cost burden rates are broken down by racial and ethnic groups. HUD guidelines deem a group is disproportionately impacted when persons of a particular racial or ethnic group experience cost burden or severe cost burden at a rate at least 10 percentage points higher than the jurisdiction as a whole.

Housing Cost Burden

Housing Cost Burden	<=30%	30-50%	>50%	No / negative income (not computed)
Jurisdiction as a whole	28,215	7,764	8,234	1,029
White	16,335	3,220	3,660	270
Black / African American	10,075	3,480	4,105	630
Asian	550	250	80	50
American Indian, Alaska Native	25	0	4	4
Pacific Islander	0	59	0	0
Hispanic	840	450	275	75

Table 21 – Greater Need: Housing Cost Burdens AMI

Alternate Data Source Name:
2012-2016 CHAS

Discussion:

Cost Burden: Overall, 17.6% of the population pays between 30% and 49.9% of their income to housing expenses. Two racial or ethnic groups are disproportionately impacted. Approximately 28.4% of Asian households and 28.8% of Hispanic households are severely cost burdened.

Severe Cost Burden: At the city level 18.6% of the population has a severe cost burden by paying over 50% of their income to household expenses. There are no groups who are disproportionately severely cost burdens.

NA-30 Disproportionately Greater Need: Discussion – 91.205(b)(2)

Are there any Income categories in which a racial or ethnic group has disproportionately greater need than the needs of that income category as a whole?

Throughout the City of Columbia there were several groups that have a disproportionately greater need and are summarized below.

Housing Problems

- Extremely Low Income: Asian households
- Very Low Income: Asian, Pacific Islander, and Hispanic households
- Low Income: Pacific Islander households
- Moderate Income: No racial or ethnic groups

Severe Housing Problems

- Extremely Low Income: Asian households
- Very Low Income: No racial or ethnic groups
- Low Income: No racial or ethnic groups
- Moderate Income: No racial or ethnic groups

Housing Cost Burden

- Cost Burden: Asian and Hispanic households
- Severe Cost Burden: No racial or ethnic groups

If they have needs not identified above, what are those needs?

An additional analysis of the relationship between race and ethnicity, income, and housing problems is included in section MA-50.

Are any of those racial or ethnic groups located in specific areas or neighborhoods in your community?

The relationship between racial or ethnic groups and specific neighborhoods is included in section MA-50.

NA-35 Public Housing – 91.205(b)

Introduction

Public housing was established to provide decent and safe rental housing for eligible low- and moderate income families, the elderly, and persons with disabilities. Public housing includes federally subsidized affordable housing that is owned and operated by the public housing authorities. Columbia is primarily served by the Columbia Housing Authority.

PHA Overview

Mission Statement - "To meet the emerging affordable housing needs of low to moderate-income individuals and families in Columbia and Richland County while promoting self-reliance and improving their quality of life."

Columbia Housing Authority currently provides affordable housing to approximately 15,000 residents in the Columbia Metropolitan area. There are over 2200 units of housing for families of low and moderate incomes.

Section 8 Rental Assistance Programs offer rental assistance to persons with low-income who wish to live in homes in the private rental market, but cannot afford market rental rates. Section 8 participants pay 30% of their adjusted gross income for rent and utilities. The Housing Authority Assistance Payments Program subsidizes the balance of rent for the property owner.

CHA administers approximately 3,100 Vouchers and Moderate Rehabilitation Certificates.

Totals in Use

	Program Type								
	Certificate	Mod-Rehab	Public Housing	Vouchers			Special Purpose Voucher		
				Total	Project - based	Tenant - based	Veterans Affairs Supportive Housing	Family Unification Program	Disabled *
# of units vouchers in use	0	103	2,040	3,153	0	3,024	20	0	67

Table 22 - Public Housing by Program Type

*includes Non-Elderly Disabled, Mainstream One-Year, Mainstream Five-year, and Nursing Home Transition

Data Source: PIC (PIH Information Center)

Characteristics of Residents

	Program Type							
	Certificate	Mod-Rehab	Public Housing	Vouchers			Special Purpose Voucher	
				Total	Project - based	Tenant - based	Veterans Affairs Supportive Housing	Family Unification Program
Average Annual Income	0	6,365	11,914	10,762	0	10,627	9,505	0
Average length of stay	0	5	6	6	0	6	1	0
Average Household size	0	1	2	2	0	2	1	0
# Homeless at admission	0	0	0	0	0	0	0	0
# of Elderly Program Participants (>62)	0	9	353	269	0	251	2	0
# of Disabled Families	0	13	330	544	0	475	9	0
# of Families requesting accessibility features	0	103	2,040	3,153	0	3,024	20	0

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Program Type								
	Certificate	Mod-Rehab	Public Housing	Vouchers				
				Total	Project - based	Tenant - based	Special Purpose Voucher	
							Veterans Affairs Supportive Housing	Family Unification Program
# of HIV/AIDS program participants	0	0	0	0	0	0	0	0
# of DV victims	0	0	0	0	0	0	0	0

Table 23 – Characteristics of Public Housing Residents by Program Type

Data Source: PIC (PIH Information Center)

Race of Residents

Program Type									
Race	Certificate	Mod-Rehab	Public Housing	Vouchers					
				Total	Project - based	Tenant - based	Special Purpose Voucher		
							Veterans Affairs Supportive Housing	Family Unification Program	Disabled *
White	0	2	42	114	0	104	2	0	5
Black/African American	0	101	1,992	3,036	0	2,917	18	0	62
Asian	0	0	3	2	0	2	0	0	0
American Indian/Alaska Native	0	0	3	1	0	1	0	0	0
Pacific Islander	0	0	0	0	0	0	0	0	0
Other	0	0	0	0	0	0	0	0	0

*includes Non-Elderly Disabled, Mainstream One-Year, Mainstream Five-year, and Nursing Home Transition

Table 24 – Race of Public Housing Residents by Program Type

Data Source: PIC (PIH Information Center)

Ethnicity of Residents

Ethnicity	Certificate	Mod-Rehab	Public Housing	Program Type					
				Vouchers			Special Purpose Voucher		
				Total	Project - based	Tenant - based	Veterans Affairs Supportive Housing	Family Unification Program	Disabled *
Hispanic	0	0	15	25	0	23	0	0	0
Not Hispanic	0	103	2,025	3,128	0	3,001	20	0	67
*includes Non-Elderly Disabled, Mainstream One-Year, Mainstream Five-year, and Nursing Home Transition									

Table 25 – Ethnicity of Public Housing Residents by Program Type

Data Source: PIC (PIH Information Center)

Section 504 Needs Assessment: Describe the needs of public housing tenants and applicants on the waiting list for accessible units:

The CHA has conducted an assessment of all of its public housing and is in compliance with Section 504. New units continue to be constructed but there is still great need. Rising housing prices across the area price out many residents who don't have access to publicly supported housing, particularly residents with a disability or on a fixed income.

As of October 2019 there were 193 people on the Housing Choice Voucher waiting list. The oldest application is from July 2016.

Most immediate needs of residents of Public Housing and Housing Choice voucher holders

The most immediate needs for residents of Public Housing and Housing Choice voucher holders is a larger supply of units, particularly accessible units. Transportation options are limited for many residents and without a larger supply of units in a variety of neighborhoods there will continue to be great need in the community.

How do these needs compare to the housing needs of the population at large

The City of Columbia is experiencing exponential growth during the last two years, and the future holds more promise. But the development of any affordable housing in the downtown area, and in particular near medical facilities, is becoming more challenging. Like the population at large, there is need for affordable and accessible housing near transportation options to meet the needs of the residents.

NA-40 Homeless Needs Assessment – 91.205(c)

Introduction:

Homelessness is a particularly troublesome and complex issue that most communities across the United States must address. A major reason that homelessness is difficult to address is that it has many causes with overlapping and interrelated variables. The cause of any single person's homelessness often lies, not in a single factor, but at the convergence of many events and conditions. From one perspective, homelessness is an economic problem caused by unemployment, lack of affordable housing options, or poverty. From another perspective, homelessness is a health issue because many homeless persons struggle with mental illness, physical disabilities, HIV/AIDS, substance abuse, or a combination of those health factors. A third perspective is to view homelessness as a social problem with factors such as domestic violence, educational attainment, and race lying at the root. In reality, homelessness can be caused by all of these issues and they are often interrelated. Due to this complexity, addressing homelessness requires a collaborative and community-based approach.

The Stewart B. McKinney Homeless Assistance Act defines the “homeless” or “homeless individual” or “homeless person” as an individual who lacks a fixed, regular, and adequate night-time residence; and who has a primary night-time residence that is:

- A supervised publicly or privately-operated shelter designed to provide temporary living accommodations (including welfare hotels, congregate shelters, and transitional housing for the mentally ill);
- An institution that provides a temporary residence for individuals intended to be institutionalized; or
- A public or private place not designed for, or ordinarily used as, a regular sleeping accommodation for human beings

Homeless Needs Assessment

Population	Estimate the # of persons experiencing homelessness on a given night		Estimate the # experiencing homelessness each year	Estimate the # becoming homeless each year	Estimate the # exiting homelessness each year	Estimate the # of days persons experience homelessness
	Sheltered	Unsheltered				
Persons in Households with Adult(s) and Child(ren)	74	4	0	0	0	0
Persons in Households with Only Children	2	0	0	0	0	0
Persons in Households with Only Adults	700	261	0	0	0	0
Chronically Homeless Individuals	150	127	0	0	0	0
Chronically Homeless Families	0	0	0	0	0	0
Veterans	158	30	0	0	0	0
Unaccompanied Child	58	23	0	0	0	0
Persons with HIV	22	11	0	0	0	0

Table 26 - Homeless Needs Assessment

2019 PIT Count. Data provided by the HUD 2019 Continuum of Care Homeless Assistance Programs Homeless Populations and Subpopulations Report. This Data is based on point-in-time information provided to HUD by the Continuums of Care (CoC). CoCs are required to provide an unduplicated count of homeless persons according to HUD standards (explained in the HUD annual HIC and PIT count notice and HUD Point-in-Time Count Methodology Guide).

Data Source Comments:

Indicate if the homeless population is: Has No Rural Homeless

If data is not available for the categories "number of persons becoming and exiting homelessness each year," and "number of days that persons experience homelessness," describe these categories for each homeless population type (including chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth):

Chronically Homeless Individuals and Families: There are currently 150 chronically homeless in shelters and 127 unsheltered. Chronically homeless are often associated with mental health issues.

Families with Children: A large majority of families with children are sheltered as compared with being unsheltered. Of the 78 families with children, there are only 4 unsheltered. It is important to find stable housing for families with children as a stable living environments will help encourage steady schooling and better access to healthcare.

Veterans and their Families: There are a number of veterans experiencing homelessness within the area with 158 sheltered and 30 unsheltered. Veterans are more likely to have a disability than the general population and are in need of permanent housing placements. At this time, there is no data on the families of veterans.

Unaccompanied Youth: There is a large number of unaccompanied youth that are homeless. There are 58 in shelters and 23 are unsheltered. Youth can become homeless during family crisis and when a home is unstable.

Nature and Extent of Homelessness: (Optional)

Race:	Sheltered:	Unsheltered (optional)
White	256	100
Black or African American	637	178
Asian	4	1
American Indian or Alaska Native	7	5
Pacific Islander	1	1
Ethnicity:	Sheltered:	Unsheltered (optional)
Hispanic	22	8
Not Hispanic	901	284

Data Source
Comments:

2019 PIT Count. Data provided by the HUD 2019 Continuum of Care Homeless Assistance Programs Homeless Populations and Subpopulations Report.

Estimate the number and type of families in need of housing assistance for families with children and the families of veterans.

Families with Children: According to the 2019 Continuum of Care Homeless Assistance Programs Homeless Populations and Subpopulations report, there are currently 74 sheltered and 4 unsheltered families with children. There is a need for additional resources that allow for families to seek support together to address homelessness.

Veterans: Like many communities, the veteran population of Columbia often needs additional care to address homelessness. Currently, there are 158 veterans experiencing homelessness in a sheltered environment and 30 who are unsheltered. Of the sheltered veterans, 101 are in transitional housing and 57 are in emergency shelters.

Describe the Nature and Extent of Homelessness by Racial and Ethnic Group.

In Columbia, approximately 41% of the population identifies as Black or African American. However, among the population experiencing homelessness over 67% identify as Black or African American. This is a large discrepancy and may point to racial issues contributing to homelessness. On the other end of the spectrum, approximately 2.6% of the population identifies as Asian but less than 0.5% of the homeless population is Asian.

Describe the Nature and Extent of Unsheltered and Sheltered Homelessness.

Over 75% of the population experiencing homelessness is sheltered. Unfortunately, that leaves nearly 300 people who are unsheltered. White residents are disproportionately likely to be unsheltered than other

racial or ethnic groups. Approximately 27% of victims of domestic violence who are experiencing homelessness are unsheltered and 33% of residents experiencing homelessness with HIV/AIDS are unsheltered.

NA-45 Non-Homeless Special Needs Assessment - 91.205 (b,d)

Introduction:

The non-homeless special needs assessment includes the elderly, developmentally disabled, persons with disabilities, persons with HIV/AIDS, and persons with drug and alcohol addictions. Services to these populations are critical in the prevention of homelessness. Common special needs populations identified in the city's consolidated plan public/stakeholders' forums included ex-offenders, and persons in need of non-traditional child care (nights, evening, weekends).

The data below is from the most recent SC DHEC 2018 STD/HIV/AIDS Annual Surveillance Report released on December 31, 2018.

HOPWA

Current HOPWA formula use:	
Cumulative cases of AIDS reported	2,897
Area incidence of AIDS	0
Rate per population	284
Number of new cases prior year (3 years of data)	260
Rate per population (3 years of data)	12
Current HIV surveillance data:	
Number of Persons living with HIV (PLWH)	5,439
Area Prevalence (PLWH per population)	534
Number of new HIV cases reported last year	225

Table 27 – HOPWA Data

Data Source Comments: SC DHEC 2018 STD/HIV/AIDS Annual Surveillance Report, Midlands Region. Note: For the Number of new cases prior year (3 years of data) - there was only 2 years of data available in the latest report.

HIV Housing Need (HOPWA Grantees Only)

Type of HOPWA Assistance	Estimates of Unmet Need
Tenant based rental assistance	62
Short-term Rent, Mortgage, and Utility	136
Facility Based Housing (Permanent, short-term or transitional)	15

Table 28 – HIV Housing Need

Data Source: As instructed by the eCon Planning Suite Desk Guide, the HOPWA Performance Data is presented as the source of the data. The HOPWA performance data informed units for TBRA and STRMU. The PH in facilities is informed by the 2018 HUD Housing Inventory Count provided by the CoC (15 units provided in permanent supportive housing for persons with HIV/AIDS from the Columbia Housing Authority).

Describe the characteristics of special needs populations in your community:

Elderly: The elderly population faces increased challenges and providing decent, affordable housing is incredibly important. It is medically beneficial and emotionally comforting for this population to remain in a familiar setting and, as a result, strong emphasis is placed on the elderly maintaining a lifestyle that is as independent as possible. Unfortunately, the elderly population is often on a limited income and/or has a disability, which puts financial pressure on them that reduces independence. As prices throughout the community inflate, the elderly population generally lacks the ability to increase their income to match.

According to the most recent data available, there are approximately 12,836 residents over the age of 65 in the City, making up 9.7% of the population. Approximately 4,400 residents over the age of 65 have a disability, or 36.6%, and over 1,750 (13.7%) are below the poverty level. Elderly residents are much more likely to live in owner-occupied residences with 70.2% of elderly being homeowners.

HIV/AIDS: See discussion below in this section.

Alcohol and Drug Addiction: Gathering accurate data about alcohol and drug addiction within a community is difficult. Addiction often goes unrecognized because people don't seek help for fear of facing criminal charges. Usually, only when someone overdoses, gets arrested, or seeks treatment are they counted in statistics.

The South Carolina Department of Alcohol and Other Drug Abuse Services publishes annual statistics about substance use related indicators at the county level. In 2018, Richland County had one of the highest binge drinking rates, heavy use by adults, alcohol-related fatal traffic crashes, drug injection use, and cocaine use in the state.

Disability: There are 13,107 people in the City who have a disability, which is 11.7% of the population. Unsurprisingly, disability is correlated with age and older residents are more likely to have one or more disabilities. While child disability is much less common, only 722 cases in the City, it is an important demographic to be aware of. Households with children with disabilities may need additional support.

What are the housing and supportive service needs of these populations and how are these needs determined?

Elderly: The types of housing for the elderly and frail elderly vary depending on the special features and/or services needed to meet the needs of older residents. Factors that must be considered in developing housing for the elderly include location, services and amenities, proximity to health care, shopping, and other services, affordability, and ease of upkeep. Various categories of housing for the elderly are independent and assisted living, nursing homes and other support facilities such as adult day care, respite and senior center facilities.

Elderly persons generally need an environment that provides several areas of assistance or convenience. First, the availability of healthcare is important, since health problems generally become more prevalent with age. Second, availability of assistance with daily activities such as shopping, cooking, and housekeeping becomes more important as people grow older. Also, the proximity of basic goods and services such as those provided by pharmacies and grocery stores grows increasingly important as a person becomes less able to drive or walk. The availability and ease of transportation are important for the same reason. Safety is a growing concern, since older Americans – especially those living alone – are particularly vulnerable to crime and financial exploitation. Lastly, weather and climate are considerations for many elderly people, since these factor into both ease of transit as well as health.

Providing secure, safe, affordable, and stable housing for the elderly population is vitally important for this population. There are many factors that contribute to a healthy environment for the elderly including, but not limited to, access to health care, shopping, and social networks. A robust public transportation network is incredibly beneficial to assisting the elderly remain active and independent. Additionally, elderly resident's homes may need modifications to assist with any disabilities that may develop as a result of aging.

Alcohol and Drug Addiction: Individuals with substance abuse problems need a strong network in order to stay healthy and sober. Their housing needs include sober living environments, support for employment, access to health facilities, and easy access to family and friend networks. Additionally, detoxification facilities are necessary when addiction is first recognized.

Disability: Individuals with disabilities encompass a wide range of skill levels and abilities. Therefore, they have many of the same issues as the general population with the added needs that are unique to their capabilities. Individuals with disabilities usually have a fixed income and have limited housing options. The individuals who have more independent skills tend to utilize subsidized housing options. Individuals requiring more support find residences in the public welfare funded community homes either sharing settings or privately-owned personal care settings. Many individuals continue to reside with parents and families throughout adulthood. Regardless of the housing situation, a common thread is the need for continuous support services dependent of the level of capabilities.

Discuss the size and characteristics of the population with HIV/AIDS and their families within the Eligible Metropolitan Statistical Area:

On December 31, 2018 the South Carolina Department of Health and Environmental Control published an annual HIV Surveillance Report for the state. The report does not provide demographics at the City level, however information is available for Richland County where Columbia is the major urban center.

In 2018, there were 110 HIV/AIDS diagnoses in Richland County for a incident rate of 26.7 per 1,000. Those new diagnoses increased the total cases in the county to 3,030 and a prevalence of 736.2, the highest in the state. The total AIDS deaths reported in the county is 1,763.

In South Carolina, HIV is significantly more common among Black or African American men than any other group. Nearly half of all residents with HIV is a Black or African American man. Exposure in the majority of cases came from Male Same Sex intercourse. The largest age group with HIV/AIDS is the 50 to 59 years old group making up 30.7% of all cases.

NA-50 Non-Housing Community Development Needs – 91.215 (f)

Describe the jurisdiction's need for Public Facilities:

The City of Columbia has identified the need for improved access to public facilities and has included a goal in the Strategic Plan:

1C Improve Access to Public Facilities

In this goal, the City will expand and improve access to public facilities through development activities for LMI persons and households and for special needs population (elderly, persons with a disability, victims of domestic abuse, etc.). Public facilities may include neighborhood facilities, community centers and parks and recreation facilities.

How were these needs determined?

Public facility priority needs were identified in the course of preparing this Consolidated Plan through the input of community leaders, citizen participation, and requests and ideas from a wide range of service providers and public agencies. These inputs were provided in a series of meetings and public hearings described in the public participation section of this Plan. A community survey and stakeholder survey was run throughout the planning period and the need for access to public facilities was identified in both surveys.

Describe the jurisdiction's need for Public Improvements:

The City of Columbia has identified the need for the expansion and improvements of public infrastructure and has included two goals in the Strategic Plan:

1A Expand Public Infrastructure

1B Improve Public Infrastructure Capacity

For these goals, the City will expand and improve public infrastructure through development activities for LMI persons and households. Activities can include adding ADA compliance for curb ramps and sidewalks and roadway expansion projects.

How were these needs determined?

Public infrastructure priority needs were identified in the course of preparing this Consolidated Plan through the input of community leaders, citizen participation, and requests and ideas from a wide range of service providers and public agencies. These inputs were provided in a series of meetings and public hearings described in the public participation section of this Plan. A community survey and stakeholder

survey was run throughout the planning period and the need for improvements to public infrastructure improvements was identified in both surveys.

Describe the jurisdiction's need for Public Services:

The City of Columbia has identified the need for public services for the LMI and special needs population and has included two goals in the Strategic Plan:

3A Provide Supportive Services for Special Needs Populations

3B Provide Vital Services for Low-to-Mod Income Households

For these goals, the City will provide supportive services for low income and special needs populations. Public services will target LMI citizens and may include services to address homelessness, persons with physical and mental health disabilities, the elderly, and the youth. Services may also include recreational programs for special needs populations, and education and health programs for special needs households.

How were these needs determined?

Public service priority needs were identified through the input of community leaders, citizen participation, and the several public meetings and public hearings for the development of the City's Consolidated Plan. These inputs were described in the public participation section of this Plan. Public services such as employment training, crime prevention and vital services for LMI households and the special needs population was identified by community stakeholders in a stakeholder survey.

Housing Market Analysis

MA-05 Overview

Housing Market Analysis Overview:

This section looks at the housing market and supply in Columbia, South Carolina by analyzing housing indicators. Developing a picture of the current housing stock in the community begins by looking at trends in structure, age, price, and tenure. Furthermore, the supply of homeless shelter facilities, special needs services and housing, and non-housing community development resources are considered. The analysis is supplemented by GIS maps to provide geographical visualization of the data.

MA-10 Number of Housing Units – 91.210(a)&(b)(2)

Introduction

This section looks at the composition of Columbia's housing stock in terms of housing type and tenure. Details are provided based on the number of units in the structure, multifamily housing distribution within the jurisdiction, unit size and tenure, as well as an analysis of owner-occupied and renter occupied housing

All residential properties by number of units

Property Type	Number	%
1-unit detached structure	27,966	52%
1-unit, attached structure	1,785	3%
2-4 units	6,876	13%
5-19 units	8,076	15%
20 or more units	8,108	15%
Mobile Home, boat, RV, van, etc	531	1%
Total	53,342	100%

Table 29 – Residential Properties by Unit Number

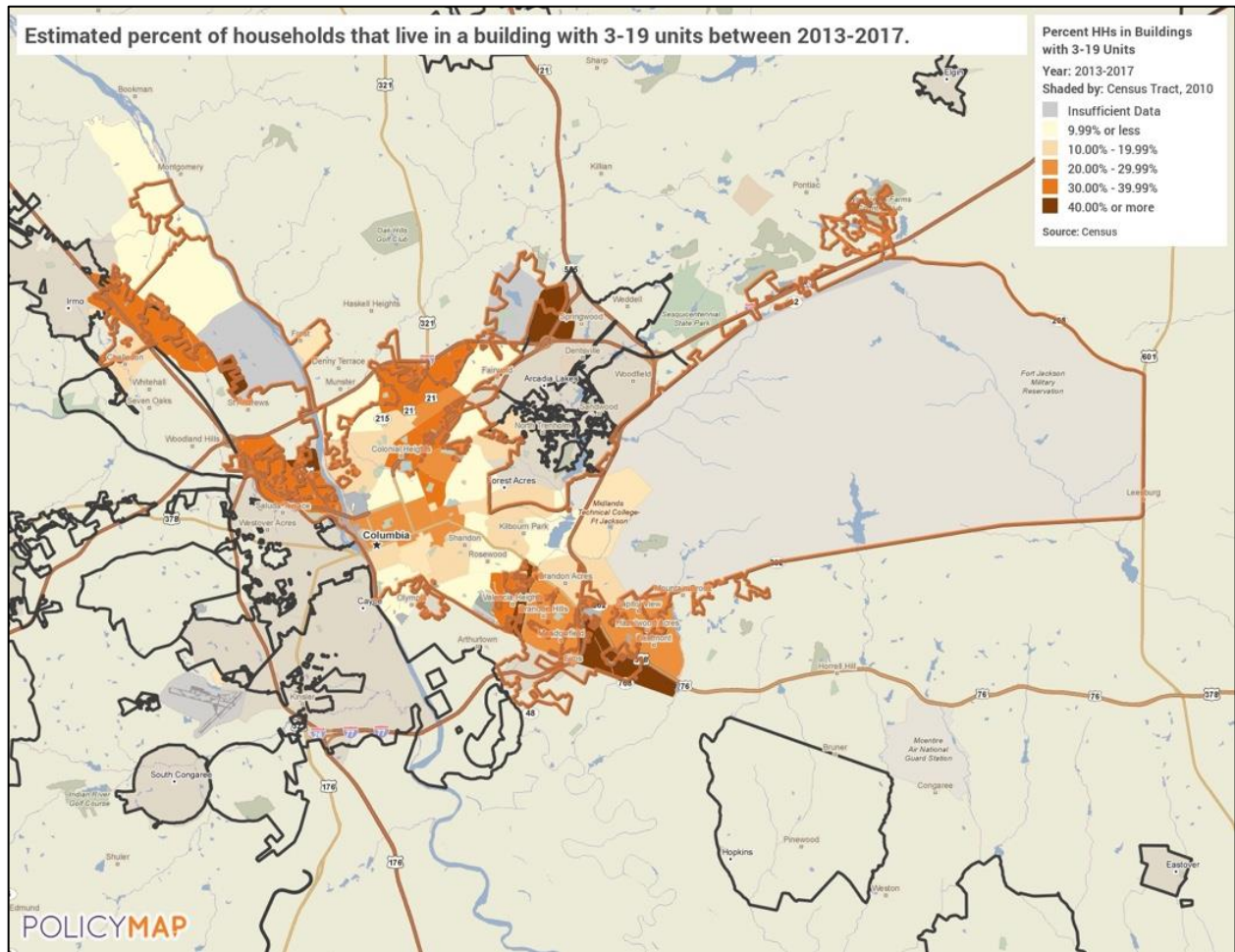
Alternate Data Source Name:
2013-2017 ACS 5-Yr Estimates

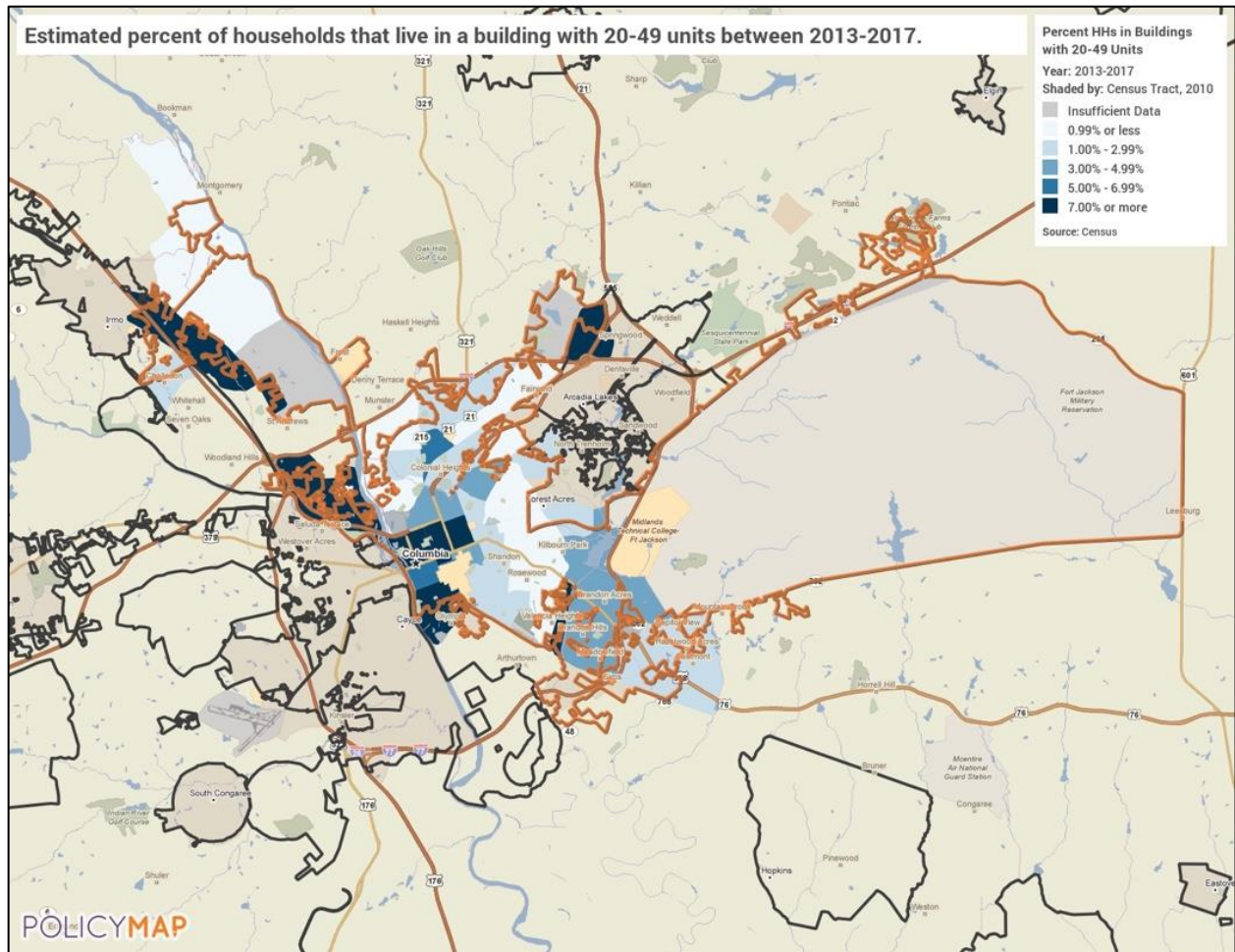
Residential Properties by Number of Units

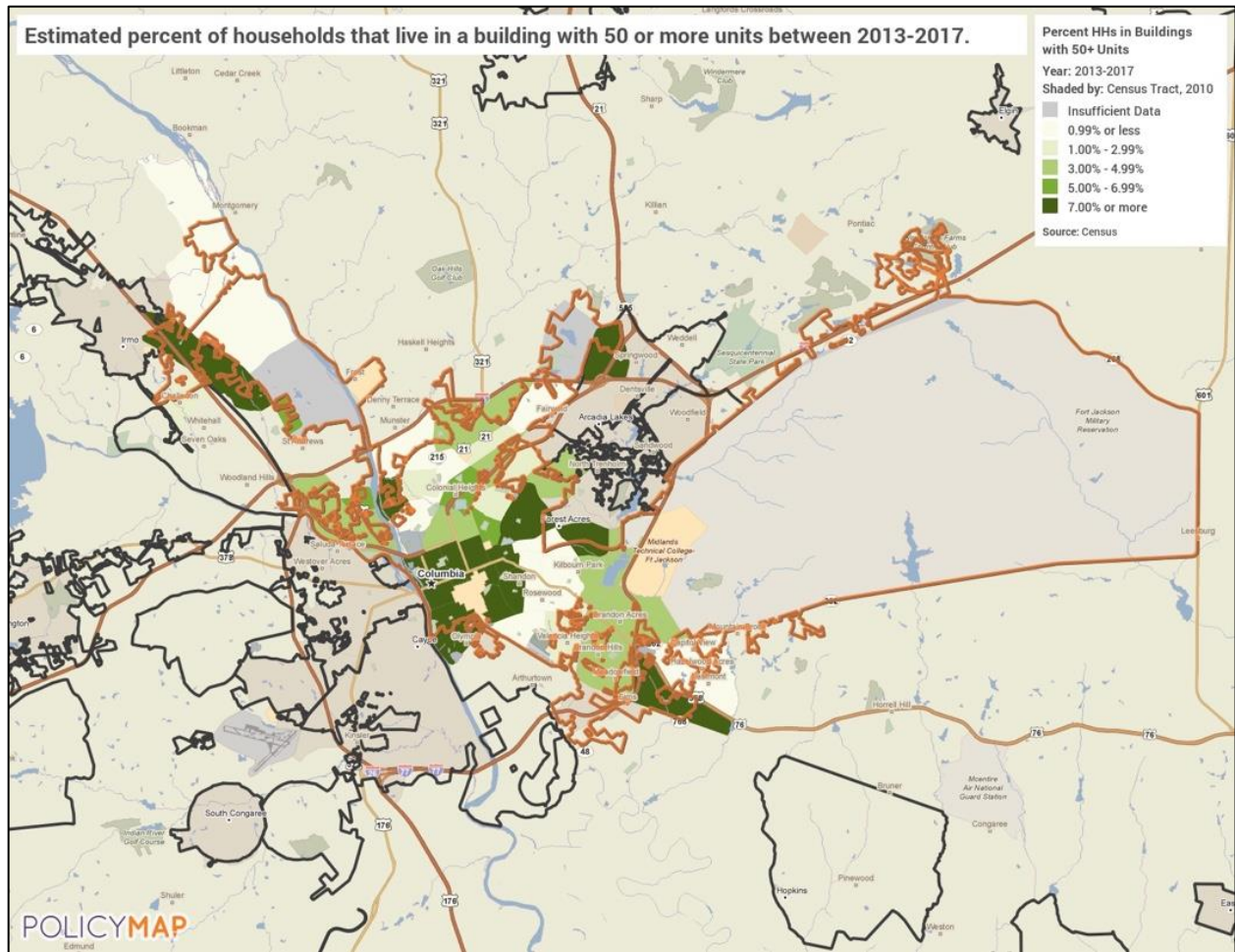
The table above breaks down the City's housing stock by the number of units in each structure and by structure type. Traditional single-family, detached homes are most prominent, accounting for 52% of all housing units. HUD defines multifamily as a unit with more than four units. By that definition approximately 43% of all units are multifamily. Overall, this distribution of housing units is positive and provides a variety of housing options for residents.

Multifamily Development Distribution

The maps below display the distribution of small, medium and large multifamily developments in the jurisdiction. Small multifamily units are buildings with 3-19 units, medium multifamily units are buildings with 20-49 units and large multifamily units are buildings with 50+ units. Large multifamily developments are primarily available in urban settings.







Unit Size by Tenure

	Owners		Renters	
	Number	%	Number	%
No bedroom	27	0%	1,168	5%
1 bedroom	346	2%	6,028	24%
2 bedrooms	4,037	19%	11,293	45%
3 or more bedrooms	16,479	79%	6,720	27%
Total	20,889	100%	25,209	100%

Table 30 – Unit Size by Tenure

Alternate Data Source Name:
2013-2017 ACS 5-Yr Estimates

Unit Size by Tenure

In the City of Columbia, the size of units varies significantly between homeowners and renters. Owner-occupied units tend to be larger than rental units. Nearly 80% of homeowner units are 3 or more bedrooms while only 27% of renter units are that size. On the other end only 2% of homeowner units are 1 bedroom or smaller, for renters that unit size makes up 29% of all units.

Describe the number and targeting (income level/type of family served) of units assisted with federal, state, and local programs.

The Community Development Block Grant Program (CDBG): The City of Columbia's primary objective is the development of viable communities through decent housing, a suitable living environment and economic opportunities. To achieve these goals the City has established the following program goals for this Consolidated Plan over the 5-Year planning period:

- 125 LMI homeowner households will benefit from housing rehab (shared with HOME).

HOME Investment Partnership Program (HOME): In order to expand the supply of decent, save, secure and affordable housing to very low- and low-income households. The City has worked with key stakeholders in the community to establish the following goals for this Consolidated Plan:

- 125 LMI homeowner households will benefit from housing rehab (shared with CDBG).
- 200 LMI renter-occupied households will benefit from housing rehab.
- 100 LMI homebuyers with direct financial assistance through the City's Direct Loan Program.

Housing Opportunities for Persons with AIDS (HOPWA): Through this program the City provides grants to organizations serving LMI residents living with HIV/AIDS and their families. The priorities for this

program include permanent housing programs, permanent housing vouchers, emergency housing assistance, and supportive services. The program goals for HOPWA are:

- 300 LMI persons living with HIV/AIDS will benefit from HOPWA housing services in the form of TBRA from Columbia Housing.
- 8,500 persons living with HIV/AIDS with short-term rent, mortgage, and utility assistance (STRMU).

Provide an assessment of units expected to be lost from the affordable housing inventory for any reason, such as expiration of Section 8 contracts.

According to the HUD list of Section 8 Contracts, there are 37 current contracts in the City of Columbia. These contracts account for 2,786 affordable units in the City. Sixteen of the contracts are set to expire before the end of 2025 with a total of 716 units. Approximately 66% of the units are one-bedroom units. This is a significant number of affordable units that are in danger of being lost from the housing inventory.

Does the availability of housing units meet the needs of the population?

Unfortunately, the availability of housing units does not meet the needs of the population. There is a need for quality affordable housing units of multiple sizes in neighborhoods throughout the City.

Describe the need for specific types of housing:

The City is in need of two primary housing types. Additionally, affordable units are needed in high-income and low-poverty areas to increase access to these areas for LMI households.

1. Large rental units: Only 27% of rental units have three or more bedrooms. This limits the availability of units for large families and may lead to overcrowding and substandard living conditions.
2. Small homeowner units: There are very few units in the City that appeal to homeowners that prefer small units. First time homeowners and retirees looking to downsize may prefer small units and without them they may be priced out of the market or end up cost burdened.

MA-15 Housing Market Analysis: Cost of Housing - 91.210(a)

Introduction

The following section examines the cost of housing for both homeowners and renters within Columbia. A review is made of current home values and rents as well as the recent changes in home values and rents. Finally, a closer look is given to the affordability of the existing housing stock for the residents of the jurisdiction.

Cost of Housing

	Base Year: 2010	Most Recent Year: 2017	% Change
Median Home Value	156,100	168,800	8%
Median Contract Rent	597	700	17%

Table 31 – Cost of Housing

Alternate Data Source Name:
2006-2010 ACS, 2013-2017 ACS

Rent Paid	Number	%
Less than \$500	2,904	12%
\$500-999	13,222	54%
\$1,000-1,499	6,389	26%
\$1,500-1,999	1,365	6%
\$2,000 or more	395	2%
Total	24,275	100%

Table 32 - Rent Paid

Alternate Data Source Name:
2013-2017 ACS 5-Yr Estimates

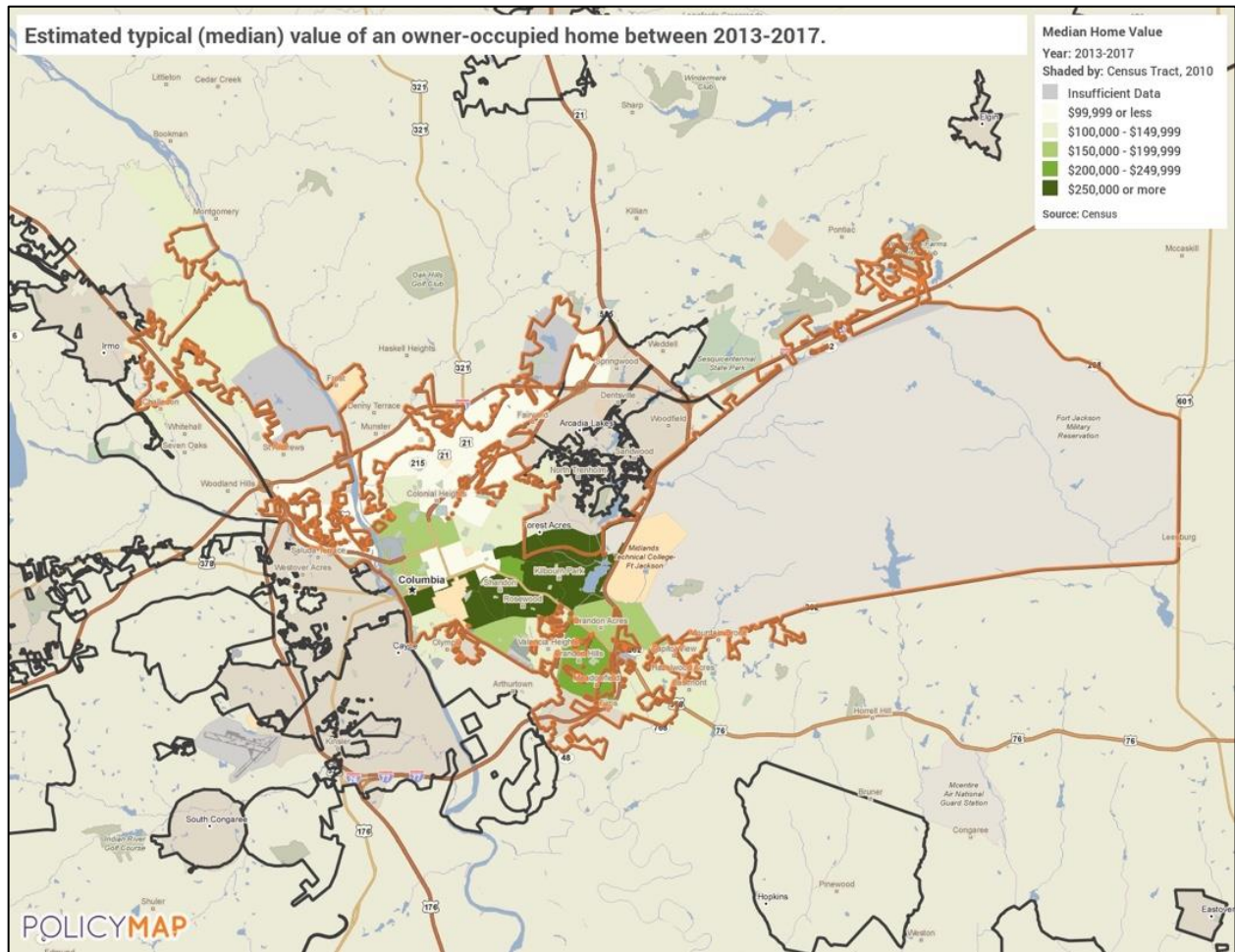
Housing Costs

Housing costs have increased substantially in the jurisdiction with home prices increasing by 8% and rents climbing by 17% since the 2010 Census.

The table above breaks out the rent paid by price cohorts in the City. Approximately 54% of all renters pay between \$500 and \$999 a month, the largest cohort by far. Later in this section, the report examines rental rates as a percentage of household income to determine the affordability of rental housing.

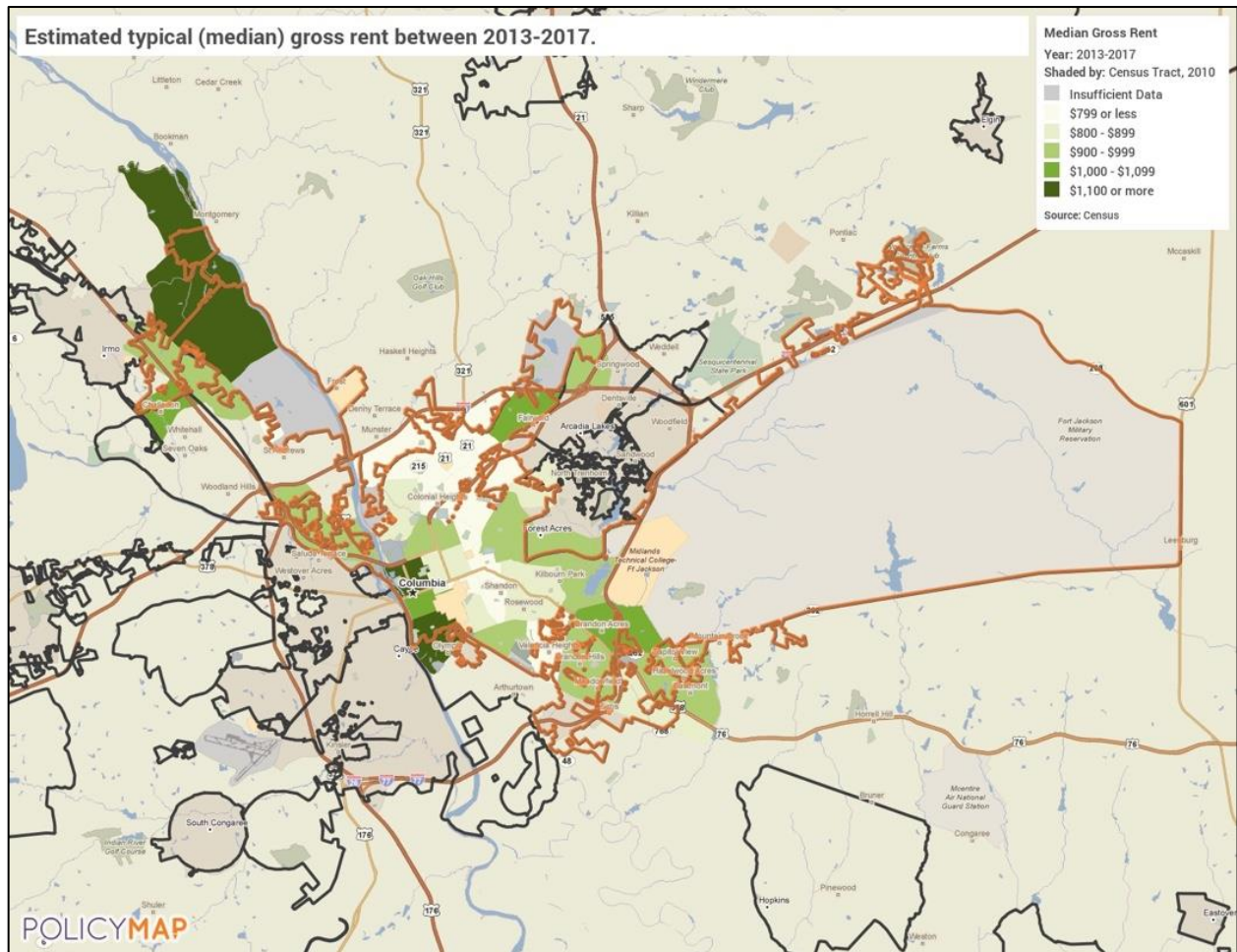
Home Value

The map below shows the median home value by census tract throughout the jurisdiction. High home value tracts are in the central part of the City where the median home value is \$250,000 or more. These tracts are located next to extremely low-income median value tracts where home values are less than \$100,000.



Median Rent

The map below displays the median rent by census tract. High rent areas are found in different areas than high median home value tracts. Rents are highest along the northwestern edge and the downtown area along the river. In those tracts the median rent is \$1,100 or more.



Housing Affordability

% Units affordable to Households earning	Renter	Owner
30% HAMFI	2,410	No Data
50% HAMFI	7,635	1,935
80% HAMFI	17,615	5,154
100% HAMFI	No Data	7,209
Total	27,660	14,298

Table 33 – Housing Affordability

Data Source: 2011-2015 CHAS

Housing Affordability

Throughout the City of Columbia there are limited affordable housing options for low income residents, particularly when it comes to owner occupied housing. A very low-income household has fewer than 2,000 affordable owner-occupied units and approximately 7,600 rental units.

Monthly Rent

Monthly Rent (\$)	Efficiency (no bedroom)	1 Bedroom	2 Bedroom	3 Bedroom	4 Bedroom
Fair Market Rent	671	838	959	1,255	1,571
High HOME Rent	671	833	959	1,148	1,261
Low HOME Rent	612	656	787	908	1,013

Table 34 – Monthly Rent

Alternate Data Source Name:
HUD 2019 FMR and HOME Rents

Fair Market Rent and High and Low HOME Rent Limits

Fair Market Rents (FMRs) are set by HUD and used to determine payment standard amounts for HUD Programs. HUD annually estimates FMRs for Office of Management and Budget (OMB) defined metropolitan areas, some HUD defined subdivisions of OMB metropolitan areas and each nonmetropolitan county.

HOME Rents Limits are based on FMRs published by HUD. HOME Rent Limits are set to determine the rent in HOME-assisted rental units and are applicable to new HOME leases.

Is there sufficient housing for households at all income levels?

No. There is a lack of decent affordable units across the board. From a pure quantitative standpoint there are ample units in the City to house the population. However, high home values and rents result in much of the housing stock being out of the affordable range for large portions of the population. Cost burden is a significant issue, particularly for low-income households.

How is affordability of housing likely to change considering changes to home values and/or rents?

The current trend of rising housing costs for both renters and homeowners is unlikely to change. A significant change in the housing market that resulted in a large stock of affordable housing units would need to occur to reduce cost burden and households at risk of homelessness.

How do HOME rents / Fair Market Rent compare to Area Median Rent? How might this impact your strategy to produce or preserve affordable housing?

Fair Market Rents (FMRs) are set by HUD and used to determine payment standard amounts for HUD Programs. HUD annually estimates FMRs for Office of Management and Budget (OMB) defined metropolitan areas, some HUD defined subdivisions of OMB metropolitan areas and each nonmetropolitan county.

The median rent for all units in Columbia was \$700 according to 2013-2017 ACS estimates in the above table. This falls between the Fair Market Rent and High HOME Rent for an efficiency and 1-bedroom unit. For Low HOME Rent the median rent falls between 1-bedroom and 2-bedroom units. Understanding the relationship between FMR, HOME Rents, and the median rent can help guide the City in providing grant funds and other resources to the organizations and programs that will have the greatest impact.

MA-20 Housing Market Analysis: Condition of Housing – 91.210(a)

Introduction

The tables and maps below provide details on the condition of housing units throughout the city of Columbia by looking at factors such as age, vacancy, and the prevalence of housing problems.

HUD describes four housing conditions as being problematic: 1) the home lacks complete or adequate kitchen facilities, 2) the home lacks complete or adequate plumbing facilities, 3) the home is overcrowded - defined as more than one person per room, 4) the household is cost burdened by paying more than 30% of their income towards housing costs.

Definitions

The City of Columbia has adopted the International Building Code from the International Code Council (ICC) and HUD standards for its definition for "substandard condition" and "substandard condition but suitable for rehabilitation."

According to 24 Code of Federal Regulations (CFR):

§ 5.425 Federal preference: Substandard housing. (a) When unit is substandard. (See §5.415(a)(2) and (c)(2)(ii) for applicability of this section to the Section 8 Certificate/Voucher, Project-Based Certificate, Moderate Rehabilitation programs and the public housing program.) A unit is substandard if it: (1) Is dilapidated; (2) Does not have operable indoor plumbing; (3) Does not have a usable flush toilet inside the unit for the exclusive use of a family; (4) Does not have a usable bathtub or shower inside the unit for the exclusive use of a family; (5) Does not have electricity, or has inadequate or unsafe electrical service; (6) Does not have a safe or adequate source of heat; (7) Should, but does not, have a kitchen; or (8) Has been declared unfit for habitation by an agency or unit of government. (b) Other definitions—(1) Dilapidated unit. A housing unit is dilapidated if: (i) The unit does not provide safe and adequate shelter, and in its present condition endangers the health, safety, or well-being of a family; or (ii) The unit has one or more critical defects, or a combination of intermediate defects in sufficient number or extent to require considerable repair or rebuilding. The defects may involve original construction, or they may result from continued neglect or lack of repair or from serious damage to the structure.

Condition of Units

Condition of Units	Owner-Occupied		Renter-Occupied	
	Number	%	Number	%
With one selected Condition	4,133	20%	12,279	49%
With two selected Conditions	42	0%	473	2%
With three selected Conditions	0	0%	45	0%
With four selected Conditions	0	0%	0	0%
No selected Conditions	16,714	80%	12,412	49%
Total	20,889	100%	25,209	100%

Table 35 - Condition of Units

Alternate Data Source Name:
2013-2017 ACS 5-Yr Estimates

Housing Conditions

The table above details the number of owner and renter households that have at least one housing condition. Renters are much more likely to experience housing problems than homeowners. Nearly half of all renters have at least one housing problem while only 29% of homeowners experience that. Very few households have multiple housing problems and due to the analysis conducted throughout this document it is safe to say that the housing problem faced by most is cost burden.

Year Unit Built

Year Unit Built	Owner-Occupied		Renter-Occupied	
	Number	%	Number	%
2000 or later	4,610	22%	4,999	20%
1980-1999	3,303	16%	6,437	26%
1950-1979	7,954	38%	9,609	38%
Before 1950	5,022	24%	4,164	17%
Total	20,889	100%	25,209	101%

Table 36 – Year Unit Built

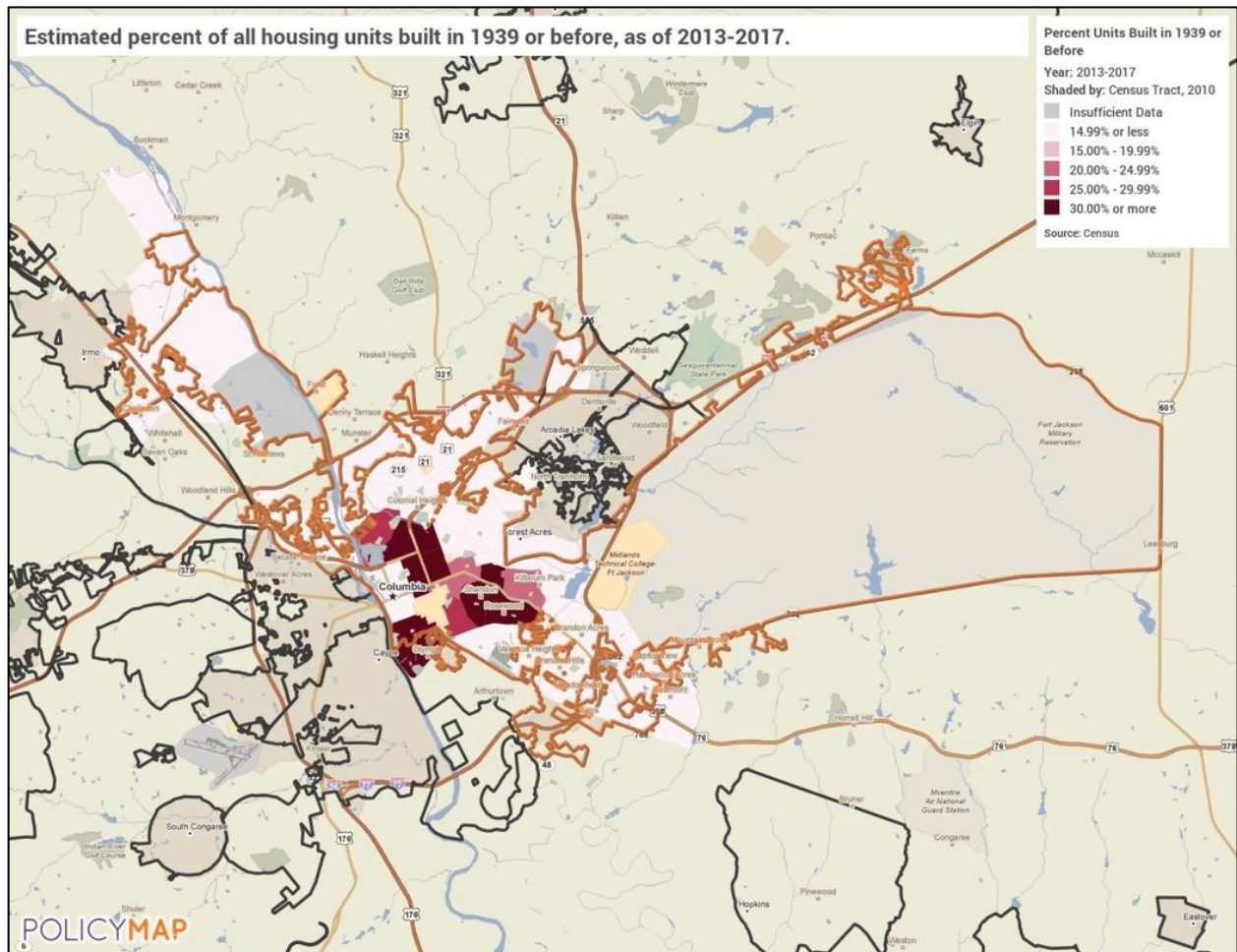
Alternate Data Source Name:
2013-2017 ACS 5-Yr Estimates

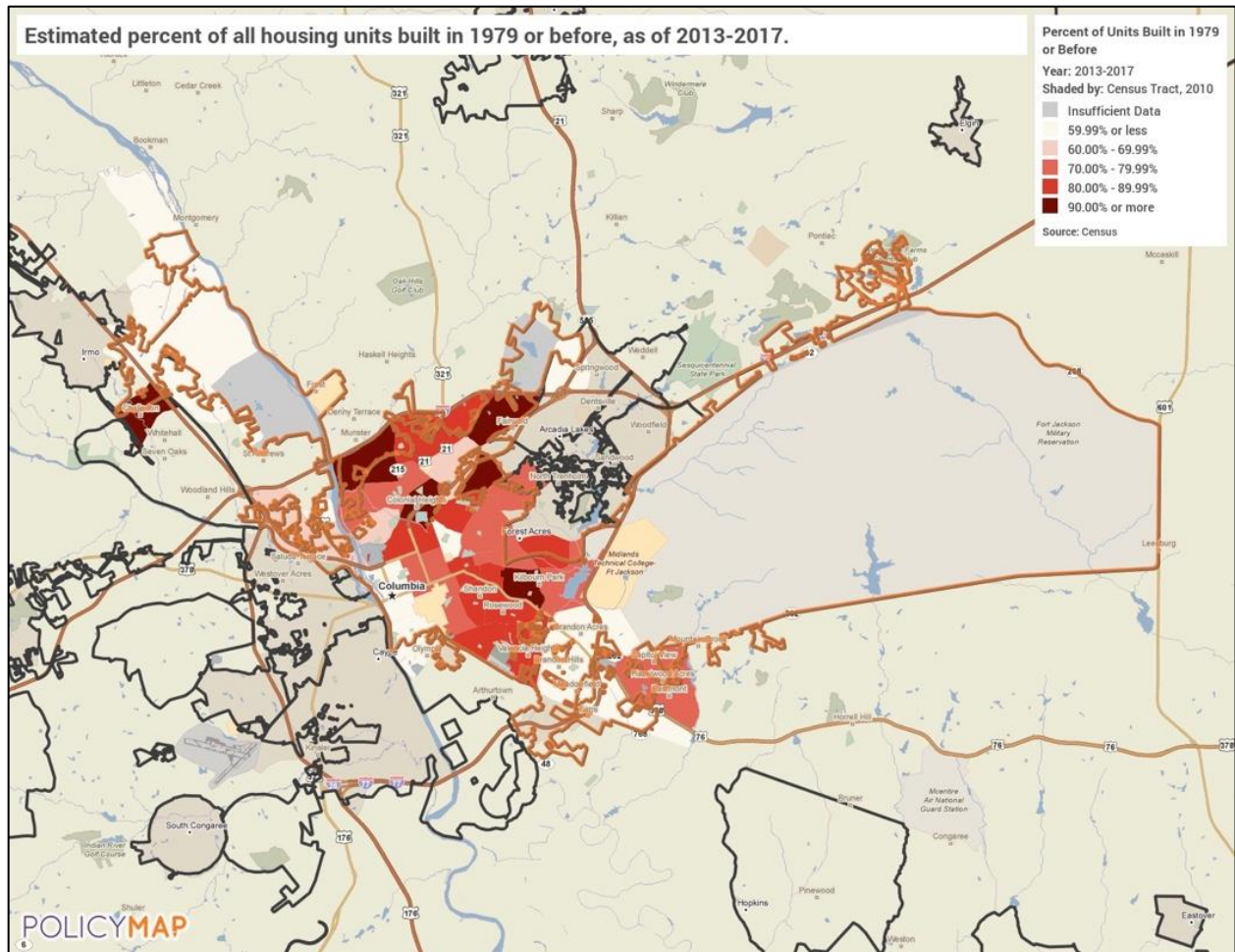
Year Unit Built

In Columbia, there is a significant number of units built prior to 1980. Due to the use of lead-based paint prior to 1978, in this analysis any units built prior to 1980 will potentially have a lead-based paint hazard. Approximately 62% of owner-occupied units and 55% of renter-occupied units have a lead-based paint hazard. This amounts to approximately 26,749 households at risk of lead-based paint.

Age of Housing

The maps below depict the prevalence of older housing units in the City. Housing units built prior to 1940 are found almost exclusively in the central downtown parts of the City. In many of these tracts over 30% of the units were built during that time. For units built prior to 1980, the concentrated areas are spread out further from the city center and include tracts where 90% or more of the units are built before 1980 and have a lead-based paint hazard risk.





Risk of Lead-Based Paint Hazard

Risk of Lead-Based Paint Hazard	Owner-Occupied		Renter-Occupied	
	Number	%	Number	%
Total Number of Units Built Before 1980	12,976	62%	13,773	55%
Housing Units build before 1980 with children present	2,562	12%	1,022	4%

Table 37 – Risk of Lead-Based Paint

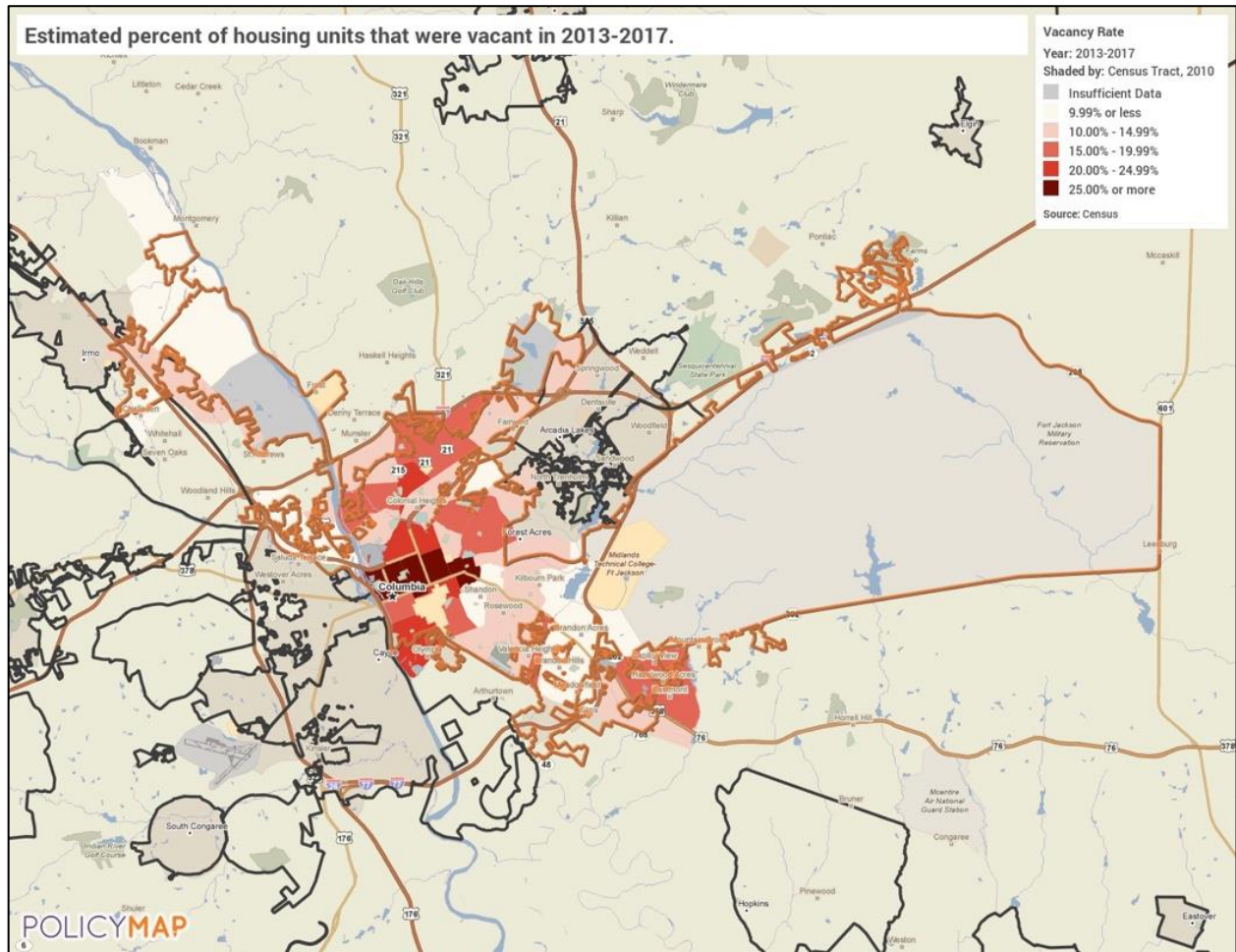
Data Source: 2011-2015 ACS (Total Units) 2011-2015 CHAS (Units with Children present)

Lead-Based Paint Hazard

As mentioned previously, any housing unit built prior to 1980 may contain lead-based paint in portions of the home. The most common locations are window and door frames, walls, and ceilings, and in some cases throughout the entire home. Thus, it is generally accepted that these homes at least have a risk of lead-based paint hazards and should be tested in accordance with HUD standards. Within the City there over 25,000 units built prior to 1980 and 3,500 have children under the age of 6 present.

Vacancy Rate

The map below shows the average housing vacancy rates throughout the City. The downtown area has higher vacancy rates than elsewhere in the City. In these central tracts over one-quarter of the housing units are vacant. Vacancy rates are lowest in the southern tracts and to the northwest. In these areas 10% or fewer of the units are vacant.



Need for Owner and Rental Rehabilitation

The City of Columbia has a great need for housing rehabilitation. The housing stock in the City is relatively old and as these homes age there is an increasing need for rehabilitation to maintain safe and secure units. It is particularly important to assist low-income households that live in older homes. Due to financial restraints they may need support to prevent homes from deteriorating and falling into disrepair.

Estimated Number of Housing Units Occupied by Low or Moderate Income Families with LBP Hazards

Housing units built prior to 1980 may contain Lead-Based Paint in portions of the home (window and door frames, walls, ceilings, etc) or in some cases throughout the entire home. Thus, it is generally accepted that these homes at least have a risk of Lead-Based Paint Hazards and should be tested in accordance with HUD standards. As indicated in the Age of Housing table and maps, throughout Columbia, 62% of all owner-occupied housing units and 55% of all renter-occupied units were built prior to 1980. The safest estimate is to presume that all homes with an LBP hazard are occupied by LMI households, or 26,749 total units.

MA-25 Public and Assisted Housing – 91.210(b)

Introduction

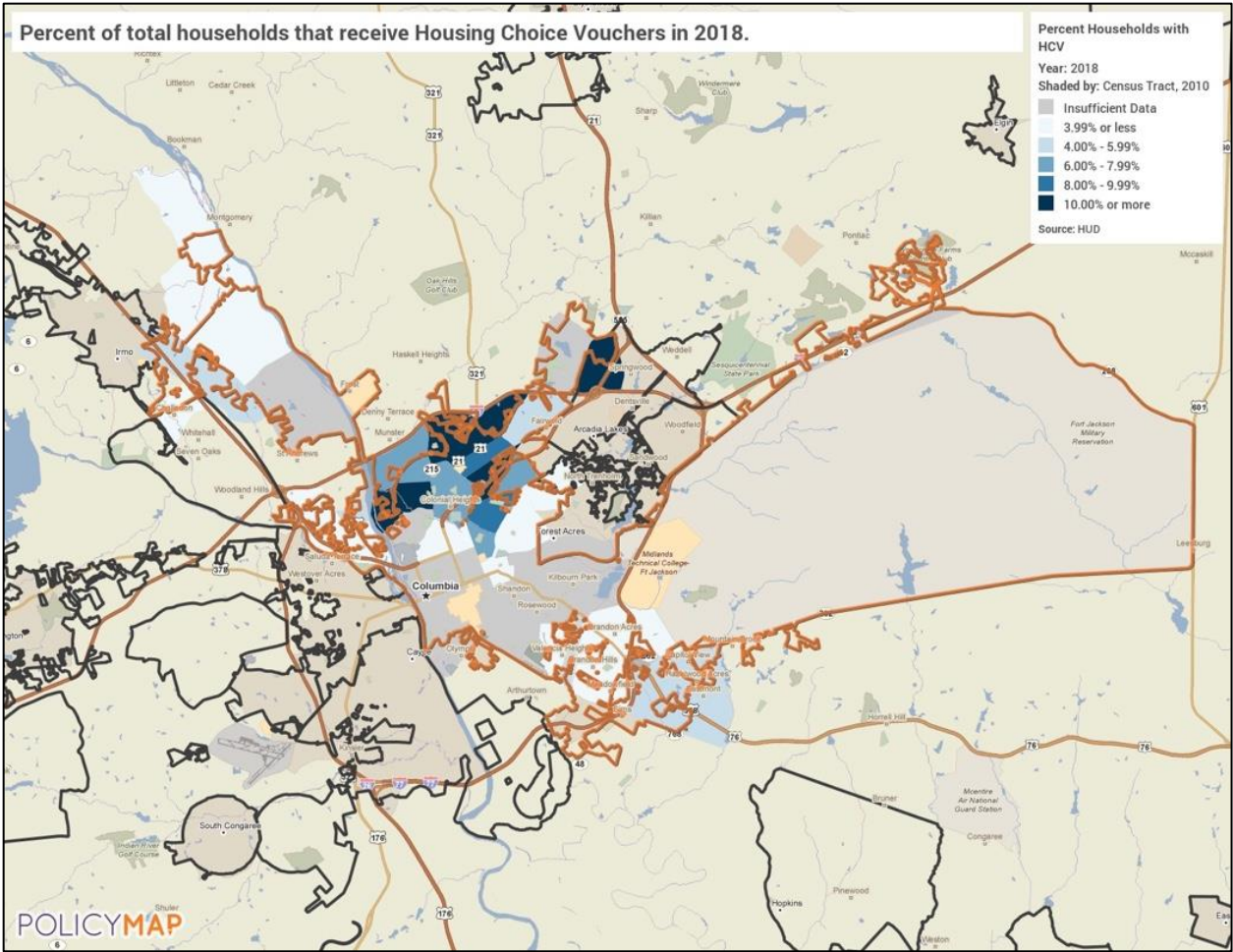
Public housing was established to provide decent and safe rental housing for eligible low- and moderate-income families, the elderly, and persons with disabilities. This section describes the number and physical condition of public housing managed by the Columbia Housing Authority (CHA). The CHA handles over 3,200 vouchers and over 2,000 public housing units for the City of Columbia.

Totals Number of Units

	Certificate	Mod-Rehab	Public Housing	Program Type					
				Vouchers					
				Total	Project -based	Tenant -based	Special Purpose Voucher		
							Veterans Affairs Supportive Housing	Family Unification Program	Disabled *
# of units vouchers available	0	102	2,074	3,217	0	3,217	914	0	883
# of accessible units									
*includes Non-Elderly Disabled, Mainstream One-Year, Mainstream Five-year, and Nursing Home Transition									

Table 38 – Total Number of Units by Program Type

Data Source: PIC (PIH Information Center)



HCV Distribution

Housing Choice Vouchers are most common in the central to northeastern tracts. In many of these tracts over 10% of the residents receive a voucher. Areas in the south have significantly fewer residents with vouchers, often less than 4% or there are so few that there is insufficient data to estimate

Describe the supply of public housing developments:

Describe the number and physical condition of public housing units in the jurisdiction, including those that are participating in an approved Public Housing Agency Plan:

The following developments and scores are provided by HUD through the Physical Inspection scores. The intent of providing these details is to allow interested parties to:

- 1) Better understand the condition of the HUD-assisted housing stock
- 2) Hold providers accountable
- 3) Plan for future affordable housing

NOTE: The public housing developments listed below are managed by the Housing Authority of the City of Columbia and HUD's listing may not exactly match the commonly known name of the housing development.

Public Housing Condition

Public Housing Development	Average Inspection Score
SINGLE FAMILY WEST	100
SINGLE FAMILY CONSTRUCTION	98
SINGLE FAMILY ACQUISITION	88
CENTRAL HOUSING	87
ALLEN BENEDICT COURT	86
GONZALES GARDENS	86
SOUTHEAST HOUSING	72
NORTHEAST HOUSING	56

Table 39 - Public Housing Condition

Huntington Place Apts.	95
Pinehaven Villas Apts	89
Richland Four-Ninety	99
Richland Village	92
Prescott Manor Apartments	92
J. William Pitts Apts.	98
North Pointe Estates	80
Ahepa 284-iii	95
Ahepa 284-iv	90
Gable Oaks	93
Sandstone	94
Ahepa 284-li	94
Harmon Hill	92
Arrington Place	87
Finlay House	68
Hillandale Apartments	41
Heron Lake Apts.	82
Atrium Place Apartments	42
Harbison Hall Assisted Lvg.	95
Carriage House Of Columbia Apts	47

Table 40 - HUD Multifamily PHA Scores 1

Riverside Apartments	83
River Oaks Apts	75
Christopher Towers	52
Dena Bank Apts.	89
Ahepa 284-I	92

Mid-Carolina Housing Corp	80
Magnolia Manor - Columbia	62
Willow Run Apartments	68
Barringer Building	70
Mirci Group Home	88
Palmetto Terrace li	95
Richland East	99
Columbia Gardens	96
Providence Park	85
Keswick, The	92
Woods Edge Apartments	94
Lakeside Apartments	93
Bridgewood Apts., Inc.	97
Lexington West	98
Richland North	97

Table 41 - HUD Multifamily PHA Scores 2

Carolina Apts. (The)	99
Palmetto Terrace	86
Colony Apts	43
Ensor Forest	81
Columbiana Ridge Apartments	89

Table 42 - HUD Multifamily PHA Scores 3

Describe the restoration and revitalization needs of public housing units in the jurisdiction:

In Columbia, there are three properties with sub-50 physical inspection scores and are in need of restoration and revitalization. Colony Apartments, Carriage House of Columbia Apartments, Atrium Place Apartments, and Hillandale Apartments have the lowest scores and warrant special attention.

Describe the public housing agency's strategy for improving the living environment of low- and moderate-income families residing in public housing:

The Columbia Housing Authority plans on continuing to provide support for residents in need through its public housing, housing choice voucher program, and Veterans Affairs Supportive Housing. These programs have proven themselves to be successful at assisting households in need and the CHA will continue to dedicate resources to these program. Nearly 6,500 low-income households have been supported by the CHA and the resources provided are incredibly valuable to all members of the community.

MA-30 Homeless Facilities and Services – 91.210(c)

Introduction

Columbia offers various homeless shelters and services for a diverse homeless population that includes families with children, elderly and the disabled. Resources such as food banks and health clinics are available. Many shelters also provide services such as alcohol and drug rehab treatment along with clinics. The following data covers the entire SC-02 Columbia/Midlands Continuum of Care and not just the City of Columbia. City-level data was not available.

Facilities and Housing Targeted to Homeless Households

	Emergency Shelter Beds		Transitional Housing Beds	Permanent Supportive Housing Beds	
	Year Round Beds (Current & New)	Voucher / Seasonal / Overflow Beds	Current & New	Current & New	Under Development
Households with Adult(s) and Child(ren)	154	0	157	469	0
Households with Only Adults	486	254	262	765	0
Chronically Homeless Households	0	0	0	216	0
Veterans	0	0	112	629	0
Unaccompanied Youth	0	0	75	59	0

Table 43 - Facilities and Housing Targeted to Homeless Households

Data Source Comments: HUD 2019 Housing Inventory Count Report (HIC)

Describe mainstream services, such as health, mental health, and employment services to the extent those services are used to complement services targeted to homeless persons

The current system of care is organized along a continuum of services ranging from outreach to permanent housing. It serves a variety of people based on their unique service or housing needs, including: families, children, youth, individual men and women, people who are chronically homeless, veterans and women and children who are victims of domestic violence.

Employment

Goodwill Industries offers job and skill training programs for people experiencing homelessness or at risk of a housing crisis. These services are based at Transitions' facility located in downtown Columbia. The Richland County Public Library also provides a Job and Business Center at its main branch located in downtown Columbia to assist with job search, resume building, and soft skill development.

Health

Eau Claire (EC) Health Cooperative is a federally qualified healthcare center and administers the community's DHHS homeless healthcare grant providing on-site medical care at three local agencies: Transitions (serving homeless adult men and women), St. Lawrence Place (serving families with children), and The Cooperative Ministry (serving the working poor). EC's program design was developed in partnership with the CoC including agency input on needed services, locations, and schedules. EC participates in the HMIS system.

Behavioral Health Needs

First it should be noted that among individuals who are homeless, as within the general population, there are many people with behavioral health needs. Behavioral health encompasses not just mental illness, but also substance use disorders. An analysis done in partnership with the Substance Abuse and Mental Health Services Administration (SAMHSA) of the US Department of Health and Human Services on homeless individuals in Columbia from 2005 – 2010 documented that 30% of homeless individuals screened had a mental illness; 80% of those individuals also had a co-occurring substance use disorder; the remaining 70% had only substance use disorders with no mental illness diagnosis. Thus a range and combination of behavioral health issues affect the homeless population.

Planning and collaboration for assisting individuals with behavioral health needs (mental illness and/or substance use disorders) is an ongoing regional partnership among the following:

Columbia Area Mental Health Center (CAMHC)
 Lexington County Community Mental Health Center (LCCMHC)
 Lexington Richland Alcohol and Drug Abuse Commission (LRADAC)
 Mental Illness Recovery Center, Inc. (MIRCI)

Alston Wilkes Society Veterans Affairs
 Alvin S. Glenn Detention Center
 Richland County Probate Court
 Hospitality Team of the Columbia Police Dept
 United Way of the Midlands
 Palmetto Health
 Eau Claire Health Cooperative

Currently homeless individuals with mental illness are triaged and enrolled in services through the efforts of Homeless Outreach Workers funded through federal PATH funds from SAMHSA. A description of these resources are:

CAMHC is based at Transitions. CAMHC utilizes the SAMHSA best practice Social Security Outreach, Access and Recovery model for homeless individuals with mental illness.

MIRCI is also based at Transitions. MIRCI provides assistance to individuals by helping obtaining and maintaining disability benefits.

Assertive Community Treatment Team is a SAMHSA and National Alliance for the Mentally Ill Best Practice Treatment Modality and offers customized community-based services for people with mental illness.

Lexington County Community Mental Health Center provides on-site mental health case management.

Lexington Richland Alcohol and Drug Abuse Commission conducts screening, assessment, referral and peer support services to individuals with substance use disorders.

List and describe services and facilities that meet the needs of homeless persons, particularly chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth. If the services and facilities are listed on screen SP-40 Institutional Delivery Structure or screen MA-35 Special Needs Facilities and Services, describe how these facilities and services specifically address the needs of these populations.

Facility and Service Provider Key:

SM = Single males SF = Single females HC = Households with children ES = Emergency Shelter TH = Transitional housing PH = Permanent housing VET = Veteran population

Facility or Service Provider - Target/Services Provided

Alston Wilkes Veterans Home - SM/TH-VET
 Christ Central - Samaritan's Well - SFHC/TH
 Christ Central Ministries - Central Midlands Transitional Retreat – SM/TH-VET
 Christ Central Ministries - Good Samaritan House - Winnsboro – SMF/TH
 Christ Central Ministries - Hannah House – SFHC/TH
 ChristGate Family Home – SFHC/TH

Columbia Housing Authority (CHA) Section 8 Homeless Family Vouchers – HC/PH
 CHA Housing First Phase I, II & III – SMF/PH
 CHA Housing First Phase IV: HOPWA; USC Supportive Housing Program – SMF/PH
 CHA HUD Permanent Housing for Chronic Homeless – SMF/PH
 CHA HUD Permanent Housing for Persons w/ Disabilities – SMF/PH
 CHA VASH Program – SMFHC/PH-VET
 Healing Properties Phase I and II – SMFHC/PH
 Elmwood Church of God (Stepping Stones Ministries) – SM/TH
 Family Promise Lancaster ES Voucher Beds - Churches – HC/ES
 Family Promise Lancaster TH for families – HC/TH
 Family Promise of York Fresh Start – HC/PH
 Family Promise of York Next Step – HC/PH
 The Family Shelter – HC/ES
 Growing Home Southeast – SMF/TH
 Lutheran Family Services TH (Angel House) – SF/TH-VET
 Mental Health America in Aiken County - Nurture Home – SFHC/TH
 Mental Health America of Aiken County - Nurture Home Apartment – HC/TH
 MHASC Aiken S+C – HC/TH
 MHASC Bamberg S+C – SMF/PH
 MHASC Barnwell S+C – SMFHC/PH
 MHASC Denmark S+C – SMF/PH
 MHASC Orangeburg S+C – SMFHC/PH
 Midlands Housing Alliance Transitions - ES – SMF/ES
 Midlands Housing Alliance Transitions – Preprogram Entry – SMF/ES
 Midlands Housing Alliance Transitions - Program Entry – SMF/ES
 Midlands Housing Alliance Transitions - Convalescent Care – SMF/ES
 Midlands Housing Alliance Transitions - TH – SMF/TH
 MIRCI - Home Base I & II – SMFHC/PH
 MIRCI - Home Base III & IV – SMF/PH
 MIRCI - Supportive Housing Program – SMFHC/PH
 Palmetto State Base Camp – SM/PH-VET
 Pilgrims Inn ES Program – SMFHC/ES
 Pilgrims Inn Shelter + Care Program – SMFHC/TH
 Pilgrims Inn TH Program – SMFHC/PH
 Providence Home VA Program - TH- GPD – SM/ES-VET
 Providence Home ES HCHV – SM/TH-VET
 Salvation Army Aiken – SMFHC/ES
 Salvation Army Rock Hill – SFHC/ES seasonal
 Salvation Army Rock Hill - Warming Center – SFHC/TH
 Samaritan House of Orangeburg TH – SMFHC/TH
 SCRHA No. 3 – SMFHC/PH

St. Lawrence Place – HC/TH
The Haven Men's Shelter, Inc. – SM/ES
The Women's Shelter – SF/ES
The Women's Shelter Permanent Housing – SFHC/PH
The Women's Shelter TH Program – SF/TH
TN Development Corporation – SMF/PH
United Way of Kershaw County - TH (HUD Program) – HC/TH

MA-35 Special Needs Facilities and Services – 91.210(d)

Introduction

There are four primary groups with non-homeless special needs in the jurisdiction. They are the elderly and frail elderly, those with HIV/AIDS and their families, those with alcohol and/or drug addiction, and the mentally or physically disabled. This section will explain who they are, what their needs are, and how the jurisdiction is accommodating (or should accommodate) those needs.

HOPWA Assistance Baseline Table

Type of HOWA Assistance	Number of Units Designated or Available for People with HIV/AIDS and their families
TBRA	62
PH in facilities	15
STRMU	136
ST or TH facilities	0
PH placement	0

Table 44– HOPWA Assistance Baseline

Alternate Data Source Name:

2018 HOPWA CAPER Performance Data

Data Source Comments:

As instructed by the eCon Planning Suite Desk Guide, the HOPWA Performance Data is presented as the source of the data. The HOPWA performance data informed units for TBRA and STRMU. The PH in facilities is informed by the 2018 HUD Housing Inventory Count provided by the CoC (15 units provided in permanent supportive housing for persons with HIV/AIDS from the Columbia Housing Authority).

Including the elderly, frail elderly, persons with disabilities (mental, physical, developmental), persons with alcohol or other drug addictions, persons with HIV/AIDS and their families, public housing residents and any other categories the jurisdiction may specify, and describe their supportive housing needs

Elderly: The supportive housing needs for this population can vary widely depending on the health and fitness of the individuals. In general, with aging disabilities and other health issues become more common. Because of this, supportive housing must include access to health professionals and housing modifications to assist the resident. It is important to help residents stay independent and in their own homes for as long as possible if they prefer that.

HIV/AIDS: Medical and social support is important for residents living with HIV/AIDS. While there have been great advances in the medical treatment of HIV/AIDS, it is still important to provide specialized support. Family and friends must be accessible and medical facilities should be nearby.

Alcohol and/or Drug Addiction: Individuals dealing with addiction often require housing options that will provide a safe, sober place for recovery. A strong network is necessary to maximize the chance they will

stay healthy and sober. It is important that these persons have access to health services, support groups, employment assistance, and access to family and friends. Additionally, detoxification facilities are necessary when addiction is first recognized.

Mental and Physical Disabilities: Individuals with disabilities encompass a wide range of skill levels and abilities. Therefore, they have many of the same issues as the general population with the added needs that are unique to their situation. Often times, individuals with disabilities have a fixed income and limited housing options. Individuals with more independent skills can utilize subsidized housing but individuals that need more support or specialized housing have fewer options. Many individuals continue to reside with parents and families throughout adulthood, which can put additional financial burden on the family. Regardless of the housing situation, a common thread is the need to continuous support services dependent on the level of capabilities.

Describe programs for ensuring that persons returning from mental and physical health institutions receive appropriate supportive housing

The City of Columbia works to ensure that persons returning from mental and physical health institutions receive appropriate supportive housing. The following programs funded through the City help to provide supportive housing for this population:

The Home Works Columbia Repair Sessions project utilized CDBG funding to repair and preserve homes for the elderly and disabled in the city. The elderly or disabled often cannot return to their homes unless homes are updated to fit the needs of the person. Some of these updates include, but are not limited to, ramp construction for wheelchair accessibility, remodeling the home, and other repairs. Cleaning services are also provided for this group.

The University of South Carolina School of Medicine, Department of Internal Medicine provides services to uninsured and underinsured persons living with HIV/AIDS. Since its inception in 2004, Supportive Housing Services (SHS) has expanded from a single case management program to the current operation which provides intensive case management, including mental health and substance abuse counseling, as well as medical adherence services on-site. Supportive services are provided to the homeless and/or precariously housed population living with HIV/AIDS in Columbia. In addition, they work with populations who are chronically homeless as defined by HUD, as well as homeless families. SHS's services provide comprehensive case management, including home-based services, mental health and substance abuse counseling, client advocacy, and employment support.

Palmetto AIDS Life Support Services (PALSS) is a prominent HOPWA program that ensures that clients, especially those who are returning to homes with HIV/AIDS, are served and receive the benefit of all services that were available to them including essential housing services. A Housing Case Manager certifies that clients receive the benefit of all services offered and adheres to a set of SMART goals that relate to their fidelity with the requirements of the HOPWA program. The Housing Case Manager is

assisted by a Consumer Navigator who updates client's housing status and addresses concerns and potential pitfalls which could increase the risk of clients becoming homeless.

Upper Savannah Care Services provides housing services and opportunities for persons living with HIV/AIDS in Saluda County. It provides case management to identify persons of need and match them to their housing needs.

The Cooperative Ministry (TCM) exists to increase the economic self-sufficiency of people experiencing poverty in the Midlands through crisis assistance and sustainability programs. It supports clients signing up with open enrollment for the Affordable Care Act for insurance and also has a program that helps clients qualify for assistance paying monthly health insurance premiums.

The Columbia Housing Authority (CHA) (CCHAP Program) has provided rental assistance to 86 HOPWA families this fiscal year. CHA will continue to maintain the allocated number for the leasing capacity. CHA has a HOPWA case worker who manages a waiting list and collaborates with other agencies for assistance with appropriate supportive housing for individuals with HIV/AIDS.

Specify the activities that the jurisdiction plans to undertake during the next year to address the housing and supportive services needs identified in accordance with 91.215(e) with respect to persons who are not homeless but have other special needs. Link to one-year goals. 91.315(e)

To address the housing and supportive service needs in the community, the City has made it a goal to serve this population in the Strategic Plan. The goal is:

3A Provide Supportive Services for Special Needs

The special needs community in the City has been identified as those who are elderly, persons with a disability, persons with alcohol or drug addiction, persons who are victims of domestic violence, persons at risk of becoming homeless or experiencing homelessness and persons living with HIV/AIDS. Supportive services help to improve the quality of life for the special needs population and work to keep them from being homeless.

The City also works to ensure there are services provided for persons living with HIV/AIDS through its HOPWA program. The City has also included two goals for this need:

4A Provide Housing Opportunities Persons HIV/AIDS

4B Provide Medical & Support Services HIV/AIDS

Through these goals, the City estimates that it will be able to assist 60 households with Tenant Based Rental Assistance and 1,700 with HOPWA housing operations annually.

MA-40 Barriers to Affordable Housing – 91.210(e)

Negative Effects of Public Policies on Affordable Housing and Residential Investment

The City of Columbia has identified five barriers to affordable housing as highlighted in the City's 2020 Analysis of Impediments (AI) to Fair Housing Choice. The AI covers public and private policies, practices, and procedures affecting housing choice. Impediments to fair housing choice are defined as any actions, omissions, or decisions that restrict, or have the effect of restricting, the availability of housing choices, based on race, color, religion, sex, disability, familial status, or national origin. The AI serves as the basis for fair housing planning, provides essential information to policy makers, administrative staff, housing providers, lenders, and fair housing advocates, and assists in building public support for fair housing efforts.

With the rising pressure to create fair housing choice, which includes, Protected Choice, Actual Choice, and Quality Choice, the City of Columbia faces barriers and impediments such as unlawful discrimination or systematic bias in the effort to realize fair housing for all residents seeking housing. To ensure that all residents in the city are protected under state and local law, and to adhere with the Department of Housing and Urban Development (HUD) regulations on fair housing as required by HUD entitlement grants, the City of Columbia has taken steps to promote fair housing and to educate its leadership, staff, and residents on what HUD defines as fair housing and discrimination in housing. Further, the city has identified what steps it must take to overcome the barriers identified and what the consequences are for those who do not adhere to a policy of fair housing and non-discrimination.

The AI has identified five current barriers to fair housing choice and affordable housing. For each impediment, recommendations and outcome measures have been identified for activities that can help to alleviate these impediments moving forward. The current impediments to fair housing choice are:

1. The Zoning Ordinance and Land Use Regulations Constrain Housing Diversity.
2. The Aging Housing Stock Requires Increased Investment and Maintenance.
3. There is a Shortage of All Types of Residential Product.
4. A Majority of Renters are Cost Burdened.
5. There has been a Decline in The Amount of Non-Student Housing.

MA-45 Non-Housing Community Development Assets – 91.215 (f)

Introduction

This section provides insight into the economic development landscape of Columbia. The table below details the extent of business sector employment throughout the County. Unemployment, commuting times, and education are also analyzed in this section.

Economic Development Market Analysis

Business Activity

Business by Sector	Number of Workers	Number of Jobs	Share of Workers %	Share of Jobs %	Jobs less workers %
Agriculture, Mining, Oil & Gas Extraction	270	63	0	0	0
Arts, Entertainment, Accommodations	8,056	16,210	14	12	-2
Construction	2,159	2,859	4	2	-2
Education and Health Care Services	15,926	30,746	27	23	-4
Finance, Insurance, and Real Estate	4,913	10,834	8	8	0
Information	1,118	2,015	2	1	-1
Manufacturing	3,274	2,377	6	2	-4
Other Services	2,670	4,584	4	3	-1
Professional, Scientific, Management Services	6,720	23,459	11	17	6
Public Administration	4,034	25,394	7	19	12
Retail Trade	7,205	11,361	12	8	-4
Transportation and Warehousing	1,977	1,295	3	1	-2
Wholesale Trade	1,058	3,289	2	2	0
Total	59,380	134,486	--	--	--

Table 45 - Business Activity

Alternate Data Source Name:

2013-2017 ACS (Workers), 2017 LEHD (Jobs)

Data Source The most recent LEHD data was from 2017. For comparison, 2013-2017 ACS data was used.

Comments:

In the Columbia, there is one business sector that appears to have a significant disconnect between the number of workers and the number of jobs. Approximately 19% of all jobs in the City are in the Public Administration field but it includes only 7% of the jobs. Overall, only a fraction of the City's jobs is taken by City workers. There is a total of 134,486 jobs but only 59,380 workers.

Labor Force

Total Population in the Civilian Labor Force	64,794
Civilian Employed Population 16 years and over	59,380
Unemployment Rate	2.20
Unemployment Rate for Ages 16-24	15.10
Unemployment Rate for Ages 25-65	6.10

Table 46 - Labor Force

Alternate Data Source Name:

2013-2017 ACS 5-Yr Estimates

Data Source Comments: Unemployment Rate is from the BLS, October 2019. All other data including unemployment by age is from the 2013-2017 ACS.

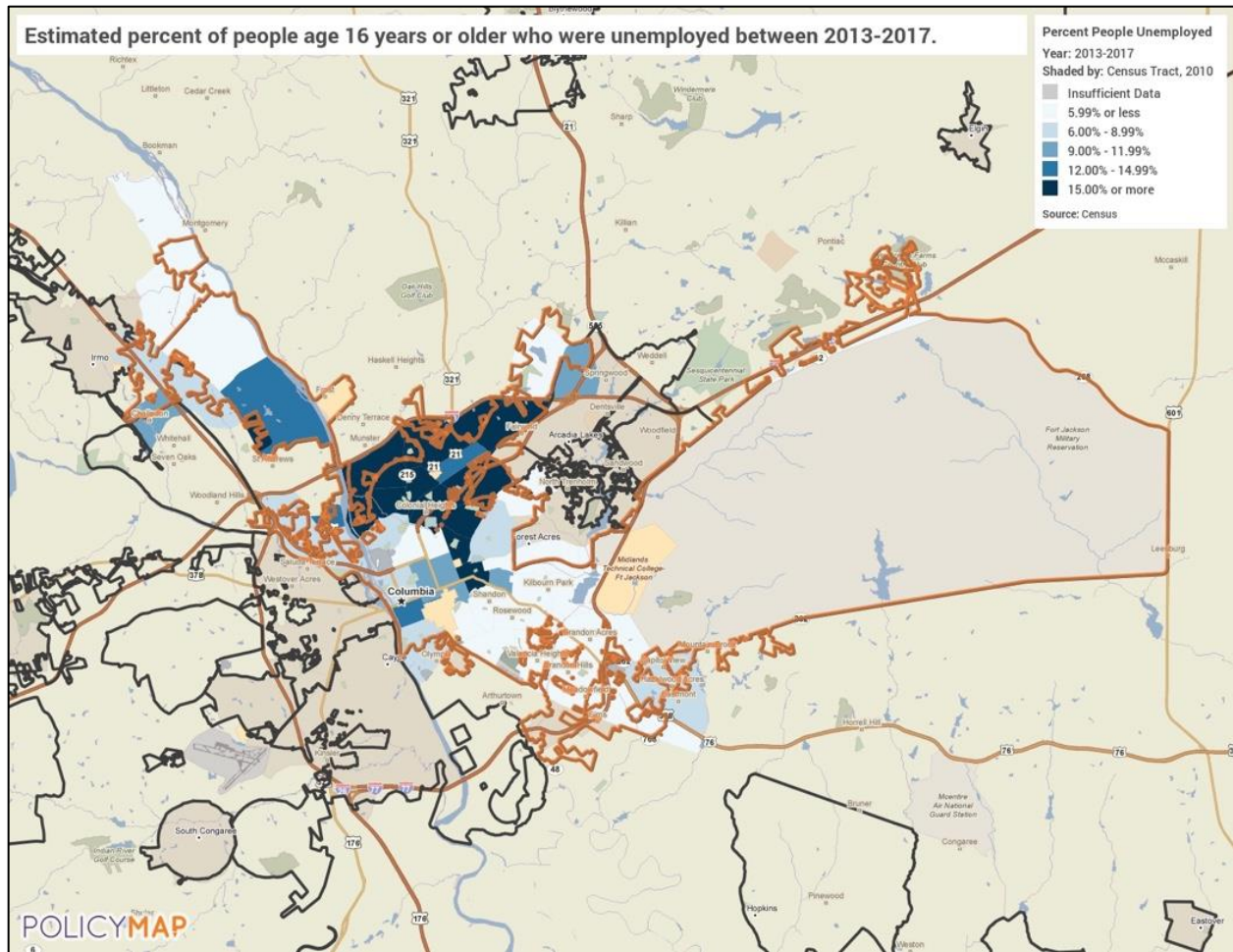
Unemployment

There are multiple methods of measuring unemployment, each with their own pros and cons. The US Census collects annual unemployment data by census tract, which allows for a geographic comparison of the unemployment rate. However, the data is generally two or more years old. The unemployment data gathered by the Bureau of Labor Statistics is produced monthly but cannot be compared by census tract, only by City.

Jan	Feb	March	April	May	June	July	Aug	Sept	Oct
4.2	3.4	3.6	3.2	3.9	4.4	3.7	3.2	2.0	2.2

Table 47 - Unemployment Rate in 2019, BLS

In the above table the BLS unemployment rate is tracked by month for the year 2019. In it there is a drop between January and October from 4.2% to 2.2%. Below is a map of the unemployment rate in Columbia by census tract. The central tracts along the north part of the City have a high unemployment rate, over 15%, while in other parts of the City the unemployment rate is much lower, less than 6%



Occupations by Sector	Number of People
Management, business and financial	24,627
Farming, fisheries and forestry occupations	167
Service	12,009
Sales and office	14,735
Construction, extraction, maintenance and repair	2,552
Production, transportation and material moving	5,290

Table 48 – Occupations by Sector

Alternate Data Source Name:
2013-2017 ACS 5-Yr Estimates

Occupations by Sector

The Occupations by Sector table above identifies how prevalent certain jobs are across industries. This differs from the table found earlier in this section that showed how common all jobs were in certain sectors. For example, the managers of both a fast food restaurant and a construction company would both fall under “Management, Business, and Financial” in the above table but would be in different categories in the first table.

In Columbia, the largest occupation sector is the Management, Business, and Financial sector. Nearly 25,000 jobs in the City fall in this group. The next two largest groups are Service and Sales, with 12,009 and 14,735 jobs, respectively.

Travel Time

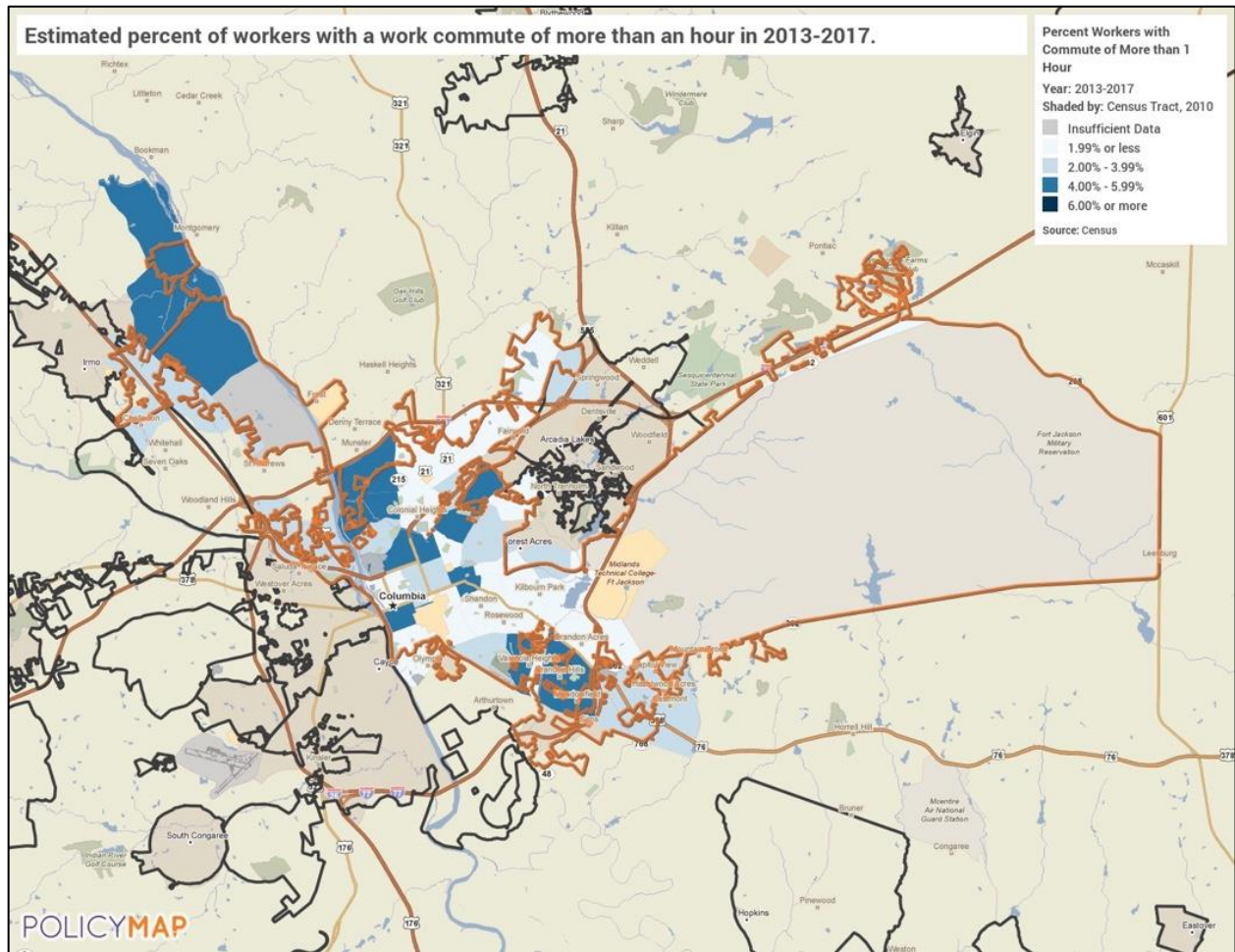
Travel Time	Number	Percentage
< 30 Minutes	54,962	86%
30-59 Minutes	7,222	11%
60 or More Minutes	1,726	3%
Total	63,910	100%

Table 49 - Travel Time

Alternate Data Source Name:
2013-2017 ACS 5-Yr Estimates

Commute Travel Time

Approximately 86% of all persons commuting to work have a commute of less than 30 minutes each way. By contrast, 3% of all employed persons have a commute of 60 minutes or more, to and from work each day. There are no areas of the City where a disproportionate number of residents commute more than one hour.



Education:**Educational Attainment by Employment Status (Population 16 and Older)**

Educational Attainment	In Labor Force		Not in Labor Force
	Civilian Employed	Unemployed	
Less than high school graduate	2,359	1,133	3,861
High school graduate (includes equivalency)	6,347	1,384	4,450
Some college or Associate's degree	10,810	1,430	3,742
Bachelor's degree or higher	22,219	432	3,514

Table 50 - Educational Attainment by Employment Status

Alternate Data Source Name:
2013-2017 ACS 5-Yr Estimates

Educational Attainment by Age

	Age				
	18–24 yrs	25–34 yrs	35–44 yrs	45–65 yrs	65+ yrs
Less than 9th grade	52	515	501	695	772
9th to 12th grade, no diploma	1,722	1,681	1,059	2,252	1,383
High school graduate, GED, or alternative	11,635	3,471	2,503	5,957	2,901
Some college, no degree	18,268	4,742	2,671	4,874	2,301
Associate's degree	530	1,216	1,082	2,046	695
Bachelor's degree	3,246	6,664	3,224	5,523	2,308
Graduate or professional degree	192	4,463	2,781	4,375	2,476

Table 51 - Educational Attainment by Age

Alternate Data Source Name:
2013-2017 ACS 5-Yr Estimates

Educational Attainment – Median Earnings in the Past 12 Months

Educational Attainment	Median Earnings in the Past 12 Months
Less than high school graduate	15,980
High school graduate (includes equivalency)	21,576
Some college or Associate's degree	28,399
Bachelor's degree	42,722
Graduate or professional degree	53,005

Table 52 – Median Earnings in the Past 12 Months

Alternate Data Source Name:
2013-2017 ACS 5-Yr Estimates

Median Earnings by Educational Attainment

The median earnings of individuals in the City are closely tied to educational attainment. Median earnings increases as individuals attain higher education. A person with a Bachelor's degree can expect to earn twice that of a person with only a high school diploma. A person with a graduate or professional degree can expect to earn nearly twice what someone with an Associate's degree has. A person's potential to earn a higher median earning grows most substantially between an Associate's Degree and a Bachelor's degree.

Based on the Business Activity table above, what are the major employment sectors within your jurisdiction?

In Columbia, the Education and Health Care Services sector provides the most jobs and share of workers in the City. This sector represents 27% of workers and 23% of jobs, the largest by far. The sector that provides the second highest number of jobs is Public Administration with 19% and the second highest number of workers are in the Arts, Entertainment, and Accommodation sector with 14% of all workers.

Describe the workforce and infrastructure needs of the business community:

The City of Columbia cooperates with other jurisdictions in the area to participate in the Comprehensive Economic Development Strategy (CEDS). The CEDS recognizes infrastructure as a critical component of the business community and economic development. A major need of the community is broadband access and the expansion of affordable utilities for all residents. Additionally, the region will be making significant investment in the transportation system, including roads, transit service, bike lanes, pedestrian walkways, and greenways.

Due to the presence of existing educational infrastructure in the area the workforce is generally highly educated. The population continues to grow and fill the needs of the business community, but there are still some discrepancies in Columbia. As noted above, there is a significant disconnect between workers and jobs in two sectors: Professional, Scientific, and Management Services Sector and Public Administration Sector.

Describe any major changes that may have an economic impact, such as planned local or regional public or private sector investments or initiatives that have affected or may affect job and business growth opportunities during the planning period. Describe any needs for workforce development, business support or infrastructure these changes may create.

Through the regional CEDS the City of Columbia is planning several investments to positively impact job and business growth in the next five years. These plans include:

- The creation of a program to recruit small companies
- Increase connections between communities and military installations

- Expand public transit
- Invest in non-motorized transportation infrastructure
- Improve the Columbia Metropolitan Airport with more options and lower fares
- Complete development of a connected riverfront
- Develop a regional employability skills training program
- Create apprenticeship programs for strategic sectors.

These changes work in tandem with the workforce development, business support, and infrastructure advancements that the City and region are making.

How do the skills and education of the current workforce correspond to employment opportunities in the jurisdiction?

As noted above, there are two areas where the employment opportunities do not closely match the skills and education of the current workforce in Columbia. These fields (Professional, Scientific, and Management, and Public Administration) are opportunities for growth and high paying jobs for residents. Educational programs that target these fields could help close the gap between workers and jobs.

Describe any current workforce training initiatives, including those supported by Workforce Investment Boards, community colleges and other organizations. Describe how these efforts will support the jurisdiction's Consolidated Plan.

The Midlands Workforce Development Board has developed a number of strategies and services that support the City of Columbia's Consolidated Plan. The board's services are available to all residents but are intended to primarily assist youth and dislocated workers. The services provided include:

- Career exploration and counseling
- WorkKeys assessments
- Job readiness skills training
- Occupational skills training
- Job search strategies and job placement
- Internet access to employment and training resources
- Information on community resources

Does your jurisdiction participate in a Comprehensive Economic Development Strategy (CEDS)?

Yes

If so, what economic development initiatives are you undertaking that may be coordinated with the Consolidated Plan? If not, describe other local/regional plans or initiatives that impact economic growth.

The City of Columbia participates in the Central Midlands Comprehensive Economic Development Strategy. In the most recent plan (2017-2022) five plans were identified that the participating jurisdictions would coordinate with.

Stronger Economies Together: This program is used to strengthen the capacities of rural areas in the region through the development and implementation of an economic blueprint based on current and emerging economic strengths.

MBLG Regional Competitiveness Initiative: The Midlands Business Leadership Group utilizes an annual report published by EngenuitySC to prioritize action around five key indicators: talent, entrepreneurial and business environment, innovation, industry clusters, and livability.

Fort Jackson McEntire Joint Land Study: In partnership with the Department of Defense a study was conducted to guide planning and feasibility of land use development around military installations.

Sentinel Landscape Initiative: The Joint Land Use Study aligns with the goals of the CEDS and works to better serve areas where working and natural lands converge.

MA-50 Needs and Market Analysis Discussion

Are there areas where households with multiple housing problems are concentrated? (include a definition of "concentration")

HUD identifies four specific data points that constitute “housing problems”: cost burden, overcrowding, lack of complete plumbing facilities and lack of complete kitchen facilities. In Columbia housing problems are rare except for being cost burdened. According to the 2013-2017 ACS 5-Year Estimates, the citywide rate of each is:

- Cost Burden: 38.5%
- Overcrowding: 1.3%
- Lack of Complete Plumbing Facilities: 0.2%
- Lack of Complete Kitchen Facilities: 1.0%

In order for an area to be concentrated it must include two or more housing problems that are substantially higher than the Citywide average. For this analysis, HUD’s definition of “disproportionate” will be used to identify areas substantially higher: 10 percentage points higher than the jurisdiction as a whole. In Columbia that translates to cost burden greater than 48.5%, overcrowding greater than 11.3%, lack of plumbing facilities greater than 10.2%, and lack of kitchen facilities greater than 11.0%.

In Columbia, there are no tracts with a concentration of housing problems. However, there are several tracts that have cost burden rate that is 10% or more greater than the citywide rate.

- Tract 00200 – 52.5%
- Tract 00300 – 52.4%
- Tract 00500 – 59.1%
- Tract 00900 – 63.5%
- Tract 01000 – 48.9%
- Tract 02603 – 50.9%
- Tract 02604 – 59.7%
- Tract 02800 – 68.2%
- Tract 02900 – 52.5%
- Tract 03000 – 61.7%
- Tract 03100 – 49.0%
- Tract 10502 – 49.0%
- Tract 10805 – 56.8%
- Tract 10900 – 60.3%
- Tract 11502 – 53.4%
- Tract 11701 – 71.6%

Are there any areas in the jurisdiction where racial or ethnic minorities or low-income families are concentrated? (include a definition of "concentration")

For the purposes of this analysis a “racial or ethnic concentration” will be any census tract where a racial or ethnic minority group makes up 10 percent or more of the population than the city as a whole. According to the 2013-2017 American Community Survey 5-Year estimates the racial and ethnic breakdown of Columbia’s population is:

- White, non-Hispanic: 48.1%
- Black, non-Hispanic: 40.6%
- American Indian and Alaska Native, non-Hispanic: 0.1%
- Asian, non-Hispanic: 2.6%
- Native Hawaiian and Other Pacific Islander, non-Hispanic: 0.2%
- Other Race, non-Hispanic: 0.3%
- Two or More Races, non-Hispanic: 2.3%
- Hispanic or Latino: 5.8%

Within Columbia there are areas with significant racial and ethnic concentrations. There are actually very few tracts that don’t have a racial or ethnic concentration. Most tracts in the City are either primarily Black or primarily White. There are also two tracts with a disproportionately large Hispanic population.

A “low-income concentration” is any census tract where the median household income for the tract is 80% or less than the median household income for the City of Columbia. According to the 2013-2017 American Community Survey 5-Year Estimates, the Median Household Income in Columbia is \$43,650. A tract is considered to have a low-income concentration if the MHI is \$34,920 or less. There are 19 tracts with a low-income concentration.

What are the characteristics of the market in these areas/neighborhoods?

In general, the areas with a large minority population are also the areas with a low median income. The housing market in these areas has lower housing costs but the unemployment rate and overall economic health of these communities is lower than elsewhere.

Are there any community assets in these areas/neighborhoods?

These areas have many of the assets that urban communities have. There are economic centers, access to transportation, parks, and other public services. The neighborhoods are near the downtown area and riverfront.

Are there other strategic opportunities in any of these areas?

The census tracts noted above provide an opportunity for investments that can greatly impact the residents of those areas. Support for housing and economic opportunities can assist residents in need of jobs near their homes. It is important to be aware of and recognize the potential for gentrification and steps should be taken to help support the residents who are currently living in these high potential areas.

MA-60 Broadband Needs of Housing occupied by Low- and Moderate-Income Households - 91.210(a)(4), 91.310(a)(2)

Describe the need for broadband wiring and connections for households, including low- and moderate-income households and neighborhoods.

Internet is an essential communications and information platform that allows users to take advantage of the increased interconnectedness of business, education, commerce, and day to day utility. Reliable access to the internet is becoming a necessity to thrive in the modern economic environment. Communities that lack broadband access struggle to keep pace with the country. Locations without broadband access impedes its population's ability to take advantage of the educational and entrepreneurial opportunities available online. This is particularly problematic for LMI areas where economic opportunities are already often lacking. Studies suggest a strong correlation between increased high-speed internet access and increased education and employment opportunities, especially in small cities and rural areas.

Columbia does not have significant gaps in broadband coverage. Most of the city has multiple options of internet providers, to include LMI areas. The average Columbia household has three (3) options for broadband-quality Internet service; however, an estimated six percent (6%) of locals still don't have access to more than one provider and may have to rely on low-grade wireless.

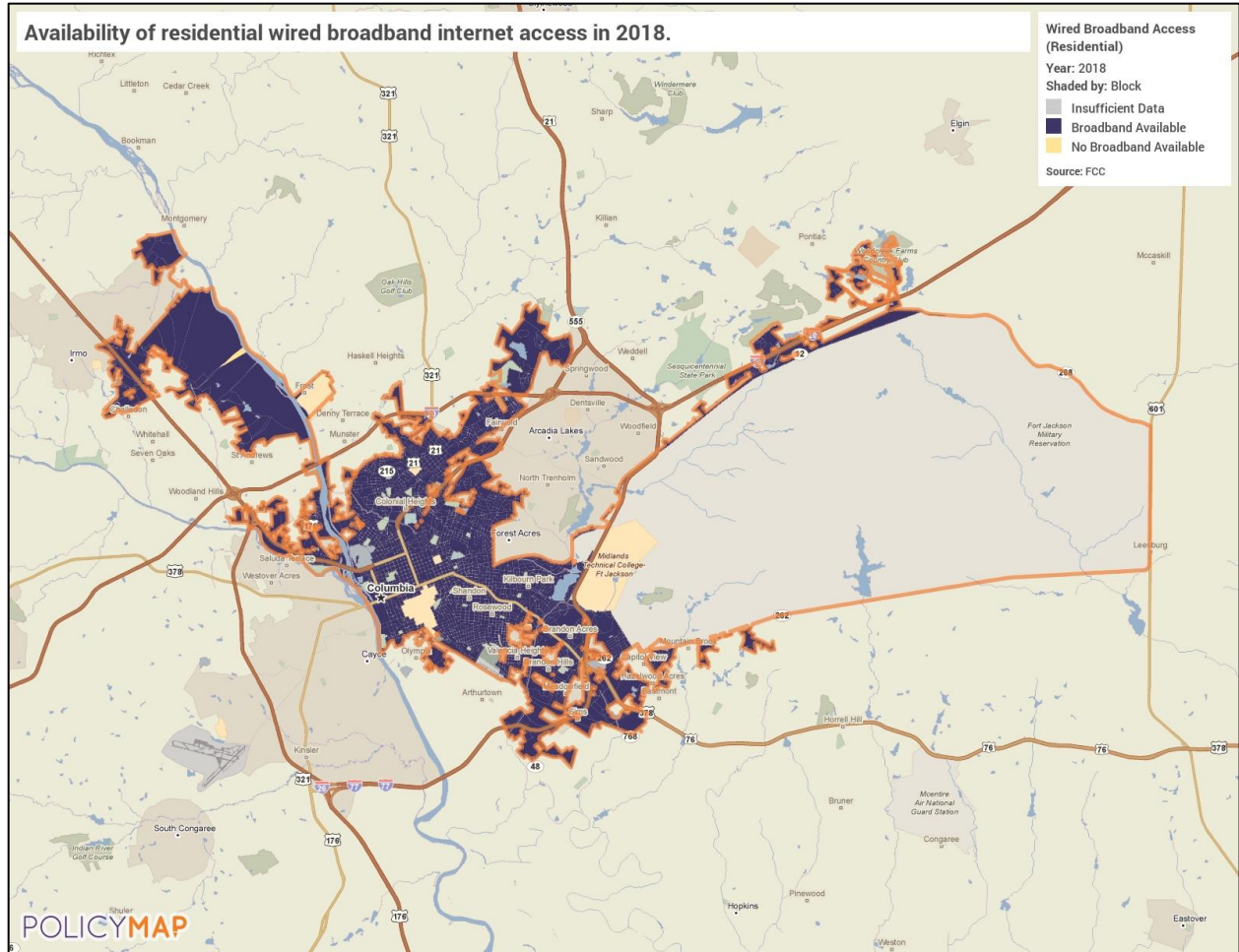
The following map shows broadband access throughout the City. Broadband access is defined as advertised internet speeds of 768 kilobits per second or higher. FCC data shows two major infrastructure options within Columbia: cable and DSL.

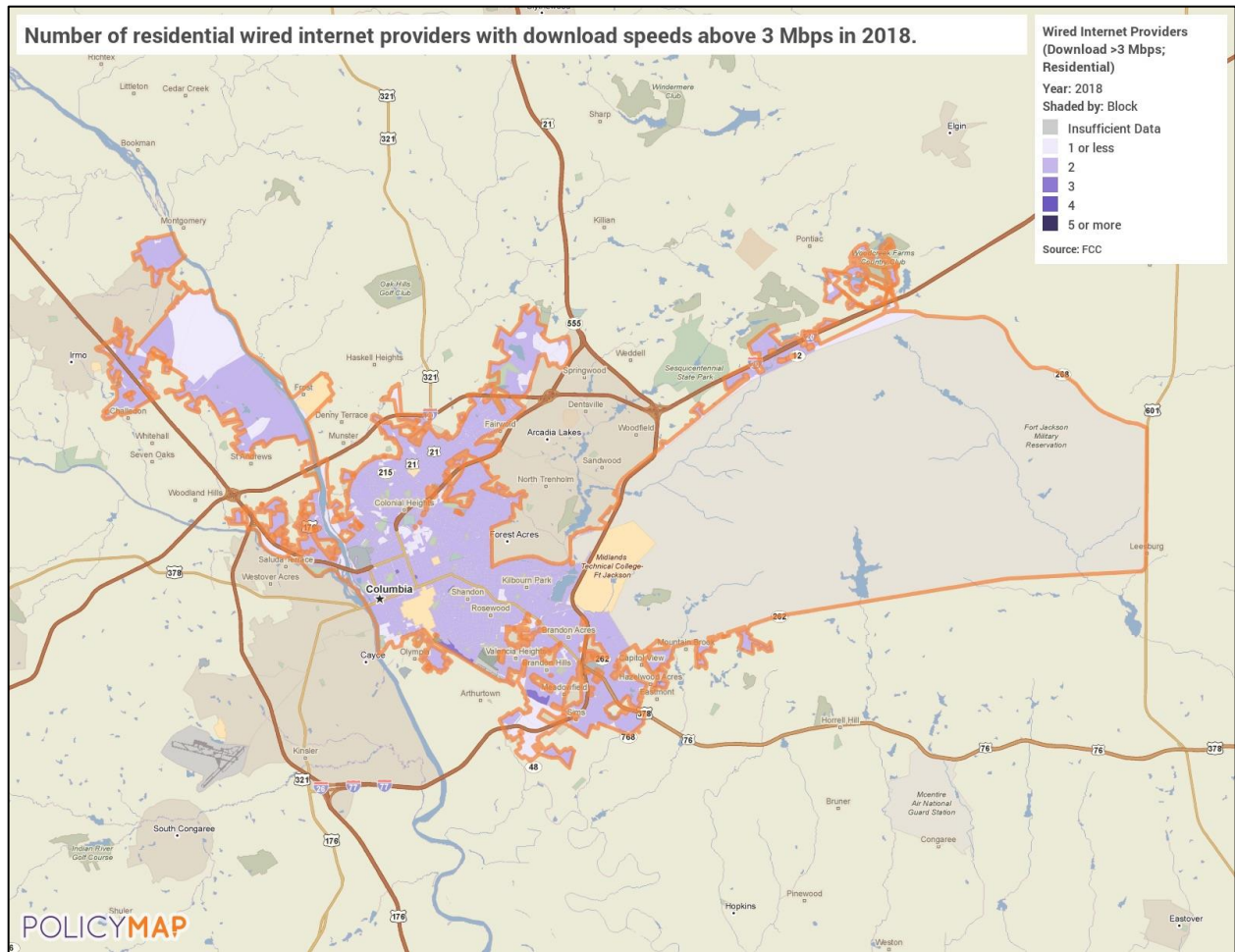
See map below: Broadband Access

Describe the need for increased competition by having more than one broadband Internet service provider serve the jurisdiction.

Once broadband access has been obtained, it is important to ensure there is competition among service providers. Any resource that has a de facto monopoly on an area may not be incentivized to provide standard and consistent services. The following map shows the number of broadband service providers by census tract. Most of the city has at least three options of high-speed internet with competitive providers, though there are some tracts with lower populations that only have access to one provider.

See map below: Highspeed Internet Providers





MA-65 Hazard Mitigation - 91.210(a)(5), 91.310(a)(3)

Describe the jurisdiction's increased natural hazard risks associated with climate change.

Columbia has historically been prone to various natural hazard events including tornadoes, flooding, hail, thunderstorm winds, extreme cold and warm weather, drought and others. The potential impacts of climate change—including an increase in prolonged periods of excessively high temperatures, more heavy precipitation, more severe storms or droughts—are often most significant for vulnerable communities. The City is not located near the coast, but it is still impacted secondary effects of hurricanes and tropical storms. By the middle of the century the average summer temperature is expected to rise four degrees. This rise in temperature could lead to altered weather and precipitation patterns, a rise in severe storms, an increased risk of catastrophic floods, increased electricity costs, and ruined crops. Additionally, any increase in the ocean levels or increased storm activity will lead to people moving from the coast. An increase of people could come into the City which may drive up housing costs, reduce the availability of jobs, and tax resources.

Describe the vulnerability to these risks of housing occupied by low- and moderate-income households based on an analysis of data, findings, and methods.

Low- and moderate-income residents are at particular risk due to having less available resources to combat the impacts of natural disasters. A dramatic rise in electricity or housing costs could put them at imminent risk of homelessness or living in substandard conditions. Residents in rural communities will have less access to public support in case of emergencies and will have fewer resources to repair or prevent damage to their homes.

The City of Columbia strives to inform and prepare the general public for multi-hazard mitigation. There are online venues (including the SC Emergency Management Division website and social media pages, city website, Richland County website and social media pages and the SC VOAD website and Twitter page) that disseminate numerous informational guidebooks, videos, and emergency resources to build disaster resiliency in the community.

Strategic Plan

SP-05 Overview

Strategic Plan Overview

The City of Columbia's Strategic Plan outlines the City's overall vision for housing and community development and addresses the City's response to identified needs and priority areas over the next 5 years. The Plan specifically addresses how the City of Columbia intends to use CDBG, HOME, and HOPWA funds toward furthering HUD's statutory goals of providing safe, decent and affordable housing; providing for suitable living environments and expanding economic opportunities for the residents of Columbia, South Carolina.

SP-10 Geographic Priorities – 91.215 (a)(1)

Geographic Area

Table 53 - Geographic Priority Areas

1	Area Name:	Belvedere Redevelopment Area
	Area Type:	Local Target area
	Other Target Area Description:	
	HUD Approval Date:	
	% of Low/ Mod:	
	Revital Type:	Comprehensive
	Other Revital Description:	
	Identify the neighborhood boundaries for this target area.	Belvedere Neighborhood Association: is bounded by Garden Drive on its Northern and eastern boundary; West Beltline is the south southern boundary and Thurmond Street is Belvedere's western boundary street.
	Include specific housing and commercial characteristics of this target area.	
	How did your consultation and citizen participation process help you to identify this neighborhood as a target area?	
	Identify the needs in this target area.	
	What are the opportunities for improvement in this target area?	
	Are there barriers to improvement in this target area?	
2	Area Name:	Booker Washington Heights Neighborhood Revitalization Area
	Area Type:	Local Target area
	Other Target Area Description:	
	HUD Approval Date:	
	% of Low/ Mod:	

	Revital Type:	Comprehensive
	Other Revital Description:	
	Identify the neighborhood boundaries for this target area.	Booker Washington Heights: neighborhood is bounded by Farrow Road on its Western side; Slighs Avenue serves as the southern and eastern boundary. Lester Drive and Bailey St is the neighborhoods Northern boundary street.
	Include specific housing and commercial characteristics of this target area.	
	How did your consultation and citizen participation process help you to identify this neighborhood as a target area?	
	Identify the needs in this target area.	
	What are the opportunities for improvement in this target area?	
	Are there barriers to improvement in this target area?	
3	Area Name:	Brandon Acres/Cedar Terrace
	Area Type:	Local Target area
	Other Target Area Description:	
	HUD Approval Date:	
	% of Low/ Mod:	
	Revital Type:	Comprehensive
	Other Revital Description:	
	Identify the neighborhood boundaries for this target area.	Brandon Acres/Cedar Terrace: neighborhood is bounded by Woodlawn Avenue to its West; Garners Ferry Road to it south, True Street, Ansley Court, Bruce Street and Drake Street all serve as the Eastern boundary streets.
	Include specific housing and commercial characteristics of this target area.	
	How did your consultation and citizen participation process help you to identify this neighborhood as a target area?	

	Identify the needs in this target area.	
	What are the opportunities for improvement in this target area?	
	Are there barriers to improvement in this target area?	
5	Area Name:	EAU CLAIRE TARGET AREA
	Area Type:	Local Target area
	Other Target Area Description:	
	HUD Approval Date:	
	% of Low/ Mod:	
	Revital Type:	Comprehensive
	Other Revital Description:	
	Identify the neighborhood boundaries for this target area.	Eau Claire Redevelopment: Area I-20 is the Northern and Western boundary; Farrow Road is the eastern and southern boundary street
	Include specific housing and commercial characteristics of this target area.	
	How did your consultation and citizen participation process help you to identify this neighborhood as a target area?	
	Identify the needs in this target area.	
	What are the opportunities for improvement in this target area?	
	Are there barriers to improvement in this target area?	
6	Area Name:	EDISTO COURT TARGET AREA
	Area Type:	Local Target area
	Other Target Area Description:	
	HUD Approval Date:	
	% of Low/ Mod:	
	Revital Type:	Comprehensive
	Other Revital Description:	

	Identify the neighborhood boundaries for this target area.	Edisto Court Community: is bounded Royster Street to its West, Superior Street and Holt Drive serves as the Northern boundary, Airport Boulevard is the Eastern boundary, Commerce Drive and Mitchell Street serves as the neighborhood Southern boundary
	Include specific housing and commercial characteristics of this target area.	
	How did your consultation and citizen participation process help you to identify this neighborhood as a target area?	
	Identify the needs in this target area.	
	What are the opportunities for improvement in this target area?	
	Are there barriers to improvement in this target area?	
7	Area Name:	King - Lyon Street Redevelopment Area
	Area Type:	Local Target area
	Other Target Area Description:	
	HUD Approval Date:	
	% of Low/ Mod:	
	Revital Type:	Comprehensive
	Other Revital Description:	
	Identify the neighborhood boundaries for this target area.	King St/ Lyon Street: is bounded by King Street and Manning Avenue which serves as the Eastern boundary streets, Forest Drive is the Northern boundary and Millwood Avenue is the Southern and Western boundary street.
	Include specific housing and commercial characteristics of this target area.	
	How did your consultation and citizen participation process help you to identify this neighborhood as a target area?	
	Identify the needs in this target area.	

	What are the opportunities for improvement in this target area?	
	Are there barriers to improvement in this target area?	
8	Area Name:	Pinehurst Community Council
	Area Type:	Local Target area
	Other Target Area Description:	
	HUD Approval Date:	
	% of Low/ Mod:	
	Revital Type:	Comprehensive
	Other Revital Description:	
	Identify the neighborhood boundaries for this target area.	Pinehurst Community Council is bounded by Two Notch Road on its Western side; Byrnes Drive serves as the Northern and Eastern boundary while Devonshire Drive serves as the Southern boundary.
	Include specific housing and commercial characteristics of this target area.	
	How did your consultation and citizen participation process help you to identify this neighborhood as a target area?	
	Identify the needs in this target area.	
	What are the opportunities for improvement in this target area?	
Are there barriers to improvement in this target area?		

General Allocation Priorities

Describe the basis for allocating investments geographically within the jurisdiction (or within the EMSA for HOPWA)

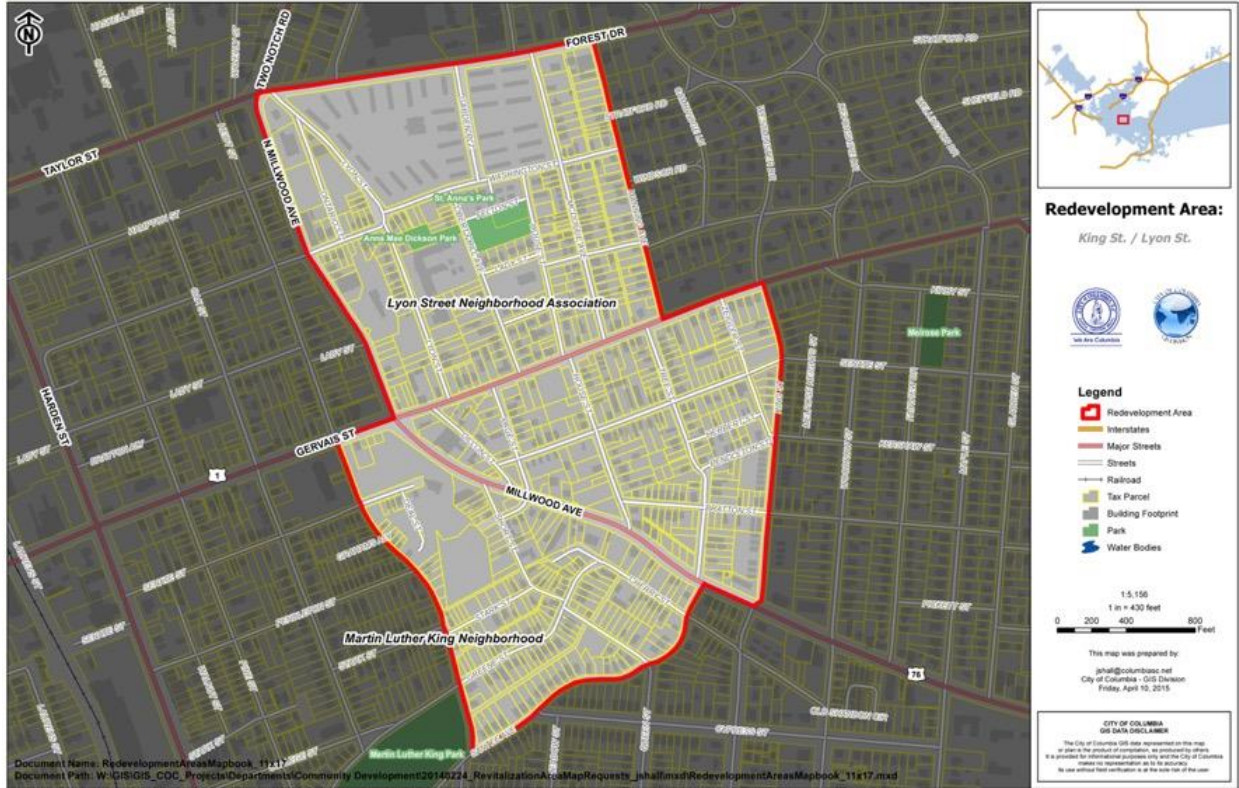
CDBG funds are allocated to projects that benefit low- and moderate-income persons and/or areas. HOME funds are allocated to eligible beneficiaries (at or below 80% of area median income) throughout the corporate city limits. HOPWA funds are allocated throughout a six-county area. However, the City targets

funds to those neighborhoods with the highest concentration of need for affordable housing, community and economic development. The City of Columbia has designated Booker Washington Heights, Eau Claire, Edisto Court, King/Lyon Streets, Brandon Acres/Cedar Terrace, Pinehurst Community Council, Belvedere and the Neighborhood Revitalization strategy Area as local redevelopment areas - maps for each area are included in this section of the Strategic Plan.

This designation is done through local discussion with the neighborhood communities that desire to have federal funds make a positive impact in their communities. Also, the neighborhoods must be within a low-mod income (at least 51%) census tract area as defined by HUD. Although these areas are the focus of funding priorities, no one area is ranked higher than the other for funding consideration. Funds may be used for eligible projects in any area within the City limits.



Eau Claire



King-Lyon Street Redevelopment Area



Booker Washington Heights Redevelopment Area



Edisto Court Redevelopment Area



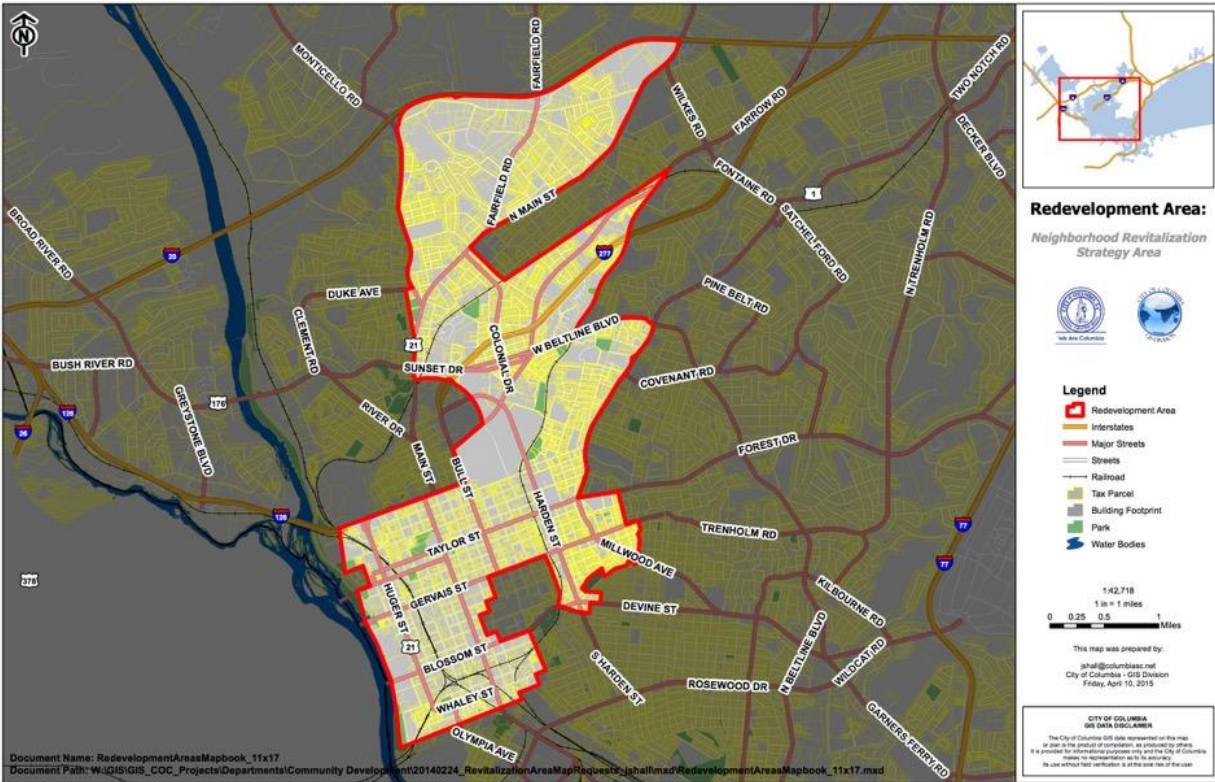
Brandon Acres - Cedar Terrace Redevelopment Area



Pinehurst Community Council Redevelopment Area



Belvedere Redevelopment Area



Neighborhood Revitalization Strategy Area

SP-25 Priority Needs - 91.215(a)(2)

Priority Needs

Table 54 – Priority Needs Summary

1	Priority Need Name	Expand/Improve Public Infrastructure & Facilities
	Priority Level	High
	Population	Extremely Low Low Moderate Non-housing Community Development
	Geographic Areas Affected	
	Associated Goals	1A Expand Public Infrastructure 1B Improve Public Infrastructure Capacity 1C Improve Access to Public Facilities
	Description	Expand and improve public infrastructure through activities for LMI persons and households. Improve access to public facilities that will benefit LMI persons and households. Funds will be used to improve public facilities such as recreational parks and community centers.
	Basis for Relative Priority	Through community participation and consultation of local stakeholder partners and organizations the need to Expand/Improve Public Infrastructure & Facilities was identified. Adequate public facilities and infrastructure improvements are essential to addressing the needs of the LMI population, including the homeless, elderly and disabled. Facilities and improvements include neighborhood/community centers, improved road infrastructure and the installation of ADA curb cuts, sidewalks for safety in LMI areas, and water/sewer line/storm water drainage.
2	Priority Need Name	Preserve & Develop Affordable Housing
	Priority Level	High
	Population	Extremely Low Low Moderate
	Geographic Areas Affected	

	Associated Goals	2A Increase Homeownership Opportunities 2B Increase Affordable Rental Housing Opportunitie 2C Provide Code Enforcement in LMI Neighborhoods 2D Provide Removal of Slum & Blight in Residential 2E Provide for Owner Occupied Housing Rehab
	Description	Preserving housing and developing affordable housing, including Homeowner Rehabilitation, Rental Rehabilitation, and Increased Homeownership Opportunities remains one of the highest priorities in the jurisdiction.
	Basis for Relative Priority	Through community participation and consultation of local stakeholder partners and organizations the need to Preserve & Develop Affordable Housing was identified. Affordable housing was identified as the third highest need in the City through the Community and Fair Housing survey that ran through the development of the Consolidated Plan. As well, identified in the needs assessment, housing cost burden is by far the largest housing problem in the jurisdiction.
3	Priority Need Name	Public Services & Quality of Life Improvements
	Priority Level	High
	Population	Extremely Low Low Moderate Chronic Homelessness Families with Children Mentally Ill Chronic Substance Abuse veterans Victims of Domestic Violence Unaccompanied Youth Non-housing Community Development
	Geographic Areas Affected	
	Associated Goals	3A Provide Supportive Services for Special Needs 3B Provide Vital Services for LMI Households
	Description	Provide supportive services for LMI households and also the special needs populations in the jurisdiction. Public services will target LMI citizens and may include services to address homelessness, persons with physical and mental health, seniors, and youth.

	Basis for Relative Priority	Through community participation and consultation of local stakeholder partners and organizations the need for Public Services for LMI and Special Needs was identified. Public Services offered by the city and partner non-profit organizations provide for vital and essential services for LMI households and families throughout the jurisdiction. Public services will also help to enhance education and improve living situations of LMI individuals and households in the jurisdiction. Local stakeholders identified the need for public services in the stakeholder survey.
4	Priority Need Name	Housing & Supportive Services for Persons HIV/AIDS
	Priority Level	High
	Population	Extremely Low Low Moderate Persons with HIV/AIDS Non-housing Community Development
	Geographic Areas Affected	
	Associated Goals	4A Provide Housing Opportunities Persons HIV/AIDS 4B Provide Medical & Support Services HIV/AIDS
	Description	Provide for housing & supportive services persons with HIV/AIDS such as permanent housing placement and short-term rent, mortgage and utility assistance (STRMU).
	Basis for Relative Priority	Through community participation and consultation of local stakeholder partners and organizations the need for Housing & Supportive Services Persons w HIV/AIDS was identified.
5	Priority Need Name	Provide for Increased Economic Opportunities
	Priority Level	High
	Population	Low Moderate Non-housing Community Development
	Geographic Areas Affected	

Associated Goals	5A. Provide Support to New & Expanding Businesses
Description	The City of Columbia will continue to provide financial support to new and expanding businesses within the community.
Basis for Relative Priority	This is a high priority for the City of Columbia.

Narrative (Optional)

The City of Columbia assigned priorities based on the housing market analysis, housing needs assessment and community input with the overarching goal to provide affordable housing opportunities, revitalized neighborhoods, and economic stimulation. In addition, strategies and objectives were reviewed from various studies and development plans covering areas within its municipal limits. Based on the overall assessment, the City's five (5) priority needs are defined in this section.

SP-30 Influence of Market Conditions – 91.215 (b)

Influence of Market Conditions

Affordable Housing Type	Market Characteristics that will influence the use of funds available for housing type
Tenant Based Rental Assistance (TBRA)	The City will not use HOME funds for TBRA. HOPWA funds will be used for TBRA as described below.
TBRA for Non-Homeless Special Needs	HOPWA funds will be utilized to offer TBRA to persons with HIV/AIDS. This program will be managed by the Columbia Housing Authority.
New Unit Production	The City, with its partners, will utilize funds to develop new affordable housing units for both rental and homeownership opportunities.
Rehabilitation	The City will continue to fund owner-occupied housing rehabilitation and emergency repairs programs. In addition, the City will initiate a rental housing rehabilitation program.
Acquisition, including preservation	When viable projects are presented, the City will consider funding projects that involve acquisition of existing units followed by rehabilitation for the preservation of affordable housing. These projects may be for home ownership or rental opportunities.

Table 55 – Influence of Market Conditions

SP-35 Anticipated Resources - 91.215(a)(4), 91.220(c)(1,2)

Introduction

The City of Columbia anticipates receiving the following HUD entitlement funding for the 2020 program year:

\$1,040,310 in Community Development Block Grant Funding (CDBG)

\$636,992 in HOME Program funding

\$1,517,489 in Housing Opportunities for Persons with AIDS (HOPWA) funding

Anticipated Resources

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Reminder of ConPlan \$	Narrative Description
			Annual Allocation: \$	Program Income: \$	Prior Year Resources: \$	Total: \$		
CDBG	public - federal	Acquisition Admin and Planning Economic Development Housing Public Improvements Public Services	1,040,310	550,000	0	1,590,310	4,161,240	This is the first year of the 2020-2024 consolidated planning period. Administration funded at 20%. RFPs were advertised and selected for targeting high priority community needs.

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Reminder of ConPlan \$	Narrative Description
			Annual Allocation: \$	Program Income: \$	Prior Year Resources: \$	Total: \$		
HOME	public - federal	Acquisition Homebuyer assistance Homeowner rehab Multifamily rental new construction Multifamily rental rehab New construction for ownership TBRA	636,992	250,000	0	886,992	3,547,968	This is the first year of the 2020-2024 consolidated planning period. Budgeted 10 % of administration and 15% will be awarded to CHDO as mandated.
HOPWA	public - federal	Permanent housing in facilities Permanent housing placement Short term or transitional housing facilities STRMU Supportive services TBRA	1,517,489	0	190,988	1,708,477	6,069,956	This is the first year of the 2020-2024 consolidated planning period. Administration funded at 3%. The Expected Amount Available Remainder of ConPlan is 4x the annual allocation.

Table 56 - Anticipated Resources

Explain how federal funds will leverage those additional resources (private, state and local funds), including a description of how matching requirements will be satisfied

For the HOME Program, the city is required to leverage a minimum of \$79,624 or 12.5% in private matching dollars for HOME assisted activities. HOME match is satisfied through private lenders contributions to the City's affordable housing loan program for homebuyers. The City partners with eight (8) local lenders that provide mortgage financing to eligible borrowers at reduced interest rates. (South State Bank, First Citizens Bank, BB&T Home Mortgage, Synovus Home Mortgage, Wells Fargo Home Mortgage, Security Federal Bank, First Community Bank, Palmetto Citizen Federal Credit Union, Assurance, Lending). Match is calculated using the difference between the interest rate the borrower is receiving through obtaining the City's financing and the interest rate that they would have normally received if they had received financing solely through the partner lender. The difference in payment over the life of the loan is what the City uses as match requirement.

The homebuyer assistance program and other affordable housing projects are estimated to leverage over \$4 million in private community dollars. The city also anticipates over \$3 million in leverage dollars for the HOPWA program. The City of Columbia also provides in-kind services, general funds for operating costs, furnishings and equipment, and real property to carry out the activities identified in the Consolidated Plan and this Plan. City funds have been used to establish a General Fund Revolving Loan Funds separate from federal dollars that have leveraged over \$18 million private bank funds over the last five years. City general funds are used for a variety of city projects in which CDBG funds are proposed. Projects include street repaving, park improvements, and economic development. Additionally, the Community Development Department will solicit sponsorship revenue to support the many community programs and trainings that are held during the program year.

If appropriate, describe publicly owned land or property located within the jurisdiction that may be used to address the needs identified in the plan

The City of Columbia does not have publicly owned land or property located with the jurisdiction that may be used to address the needs identified in this Annual Action Plan.

Discussion

The City also uses Revolving Loan funds that help carry out the priority needs and activities identified in the Consolidated Plan and this Annual Action Plan. Revolving loan funds are separate funds (independent of other CDBG program accounts) set up for the purpose of carrying out specific activities.

The City of Columbia also provides in-kind services, general funds for operating costs, furnishings and equipment, and real property to carry out the activities identified in the Consolidated Plan and this Plan. City funds have been used to establish a General Fund Revolving Loan Funds separate from federal dollars that have leveraged over \$18 million private bank funds over the last five years. City general funds are used for a variety of city projects in which CDBG funds are proposed. Projects include street repaving, park improvements, and economic development. Additionally, the Community Development Department will solicit sponsorship revenue to support the many community programs and trainings that are held during the program year.

Utilizing CDBG, HOME and HOPWA funding, the City of Columbia leverages over \$11 million annually from various sources including Housing Loans, Homeless Services for the Inclement Weather Center, Façade Improvement Projects, Commercial Revolving Loan Fund (CRLF), HOPWA Sponsors and other community investment projects and initiatives. Additionally, the Community Development Housing Division has received over \$12 million in bank commitments from various sources for its housing initiative over a five-year period. These resources include private lenders such as South State Bank, First Citizens Bank, BB&T Home Mortgage, Synovus Home Mortgage, Wells Fargo Home Mortgage, Security Federal Bank, First Community Bank, Palmetto Citizen Federal Credit Union, and Assurance Lending.

SP-40 Institutional Delivery Structure – 91.215(k)

Explain the institutional structure through which the jurisdiction will carry out its consolidated plan including private industry, non-profit organizations, and public institutions.

Responsible Entity	Responsible Entity Type	Role	Geographic Area Served
Columbia Housing Authority	Public institution	Public Housing	Other
Columbia Housing Development Corporation	Non-profit organizations	Ownership	Other
Midlands Area Consortium for the Homeless	Continuum of care	Homelessness	Other
Two Notch Development Corporation	Non-profit organizations	Rental	Other
EAU CLAIRE DEVELOPMENT CORPORATION	Non-profit organizations	Ownership	Other
Columbia Development Corporation	Non-profit organizations	Ownership	Other
Community Assistance Providers	CHDO	Ownership	Other
Midlands Housing Trust Fund	Other	Ownership	Other
University of South Carolina, School of Medicine	Public institution	Homelessness	Other
Palmetto AIDS Life Support Services	Non-profit organizations	Homelessness	Other
The Cooperative Ministry	Non-profit organizations	Homelessness	Other
Upper Savannah Care Services	Non-profit organizations	Homelessness	Other
Midlands Housing Alliance, Inc. / Transitions	Non-profit organizations	Homelessness	Other
South Carolina HIV/AIDS Council	Non-profit organizations	Non-homeless special needs public services	State

Table 57 - Institutional Delivery Structure

Assess of Strengths and Gaps in the Institutional Delivery System

Strengths in the Institutional Delivery System

- Defined target areas
- Variety of housing, service providers and community development partners
- Communication between City Departments
- Many years of experience (City of Columbia and its partners)
- Addressing critical needs in the City
- Continual guidance and training on program regulations
- Active boards and commissions

Gaps in the Institutional Delivery System

- Timeliness in the delivery of housing placement, waiting lists in the local housing Authorities and some of the smaller housing rehabilitation providers
- Availability of funding to provide housing and services
- Awareness and connectivity between organizations
- Economic Development activities

Availability of services targeted to homeless persons and persons with HIV and mainstream services

Homelessness Prevention Services	Available in the Community	Targeted to Homeless	Targeted to People with HIV
Homelessness Prevention Services			
Counseling/Advocacy	X	X	X
Legal Assistance	X	X	X
Mortgage Assistance	X	X	X
Rental Assistance	X	X	X
Utilities Assistance	X	X	X
Street Outreach Services			
Law Enforcement	X		
Mobile Clinics	X		X
Other Street Outreach Services	X	X	X
Supportive Services			
Alcohol & Drug Abuse	X	X	X
Child Care	X	X	
Education	X	X	

Supportive Services			
Employment and Employment Training	X	X	
Healthcare	X	X	X
HIV/AIDS	X	X	X
Life Skills	X	X	X
Mental Health Counseling	X	X	
Transportation	X	X	X
Other			
Youth Services	X	X	X

Table 58 - Homeless Prevention Services Summary

Describe how the service delivery system including, but not limited to, the services listed above meet the needs of homeless persons (particularly chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth)

The City of Columbia plans to actively participate in the local Continuum of Care, Midlands Area Consortium for the Homeless (MACH) by attending monthly planning meetings and engaging in community discussions of addressing the needs and gaps in services for the homeless and those at risk of homelessness. The City will use General funds to provide financial assistance and case management to persons at risk of homelessness to maintain their housing stability or person who are currently experiencing homelessness to secure housing stability. Persons with HIV are a priority group and are served, but not limited to these organizations:

Palmetto AIDS Life Support Services (PALSS) is a prominent HOPWA program that ensures that clients, especially those who are returning to homes with HIV/AIDS are served and receive the benefit of all services that were available to them including essential housing services. A Housing Case Manager certifies that clients receive the benefit of all services offered and adheres to a set of SMART goals that relate to their fidelity with the requirements of the HOPWA program. The Housing Case Manager is assisted by a Consumer Navigator who updates client's housing status and addresses concerns and potential pitfalls which could increase the risk of clients becoming homeless.

The University Of South Carolina School Of Medicine, Department of Internal Medicine provides services to uninsured and underinsured persons living with HIV/AIDS. Since its inception in 2004, Supportive Housing Services (SHS) has expended from a single case management program to the current operation which provides intensive case management, including mental health and substance abuse counseling, as well as medical adherence services on-site. Supportive services are provided to the homeless and/or precariously housed populations, living with HIV/AIDS in Columbia. In addition to that, they also work with populations who are chronically homeless as defined by HUD, as well as homeless families. SHS's services include comprehensive case management, including home-based services, mental health and substance abuse counseling, client advocacy, and employment support.

Describe the strengths and gaps of the service delivery system for special needs population and persons experiencing homelessness, including, but not limited to, the services listed above

Columbia has an array of services and a close knit Continuum of Care community of services providers that share information and utilizes the HMIS system to manage service delivery.

According to HUD's 2018 Housing Inventory Count (HIC) reports, there are over 660 emergency shelter beds and 470 transitional housing beds for homeless persons in 44 facilities across the CoC service area.

There are also over 720 permanent supportive housing beds available for chronically homeless person, veterans, and youth. These units are provided by Columbia Housing (CHA), Healing Properties, Sistercare, Pilgrim's Inn, MIRCI and the Women's Shelter. Columbia Housing has 15 beds reserved for persons living with HIV/AIDS.

Provide a summary of the strategy for overcoming gaps in the institutional structure and service delivery system for carrying out a strategy to address priority needs

The City's strategy to overcoming gaps in its service delivery system for the HOPWA program serving persons living with HIV/AIDS is to partner with leading service providers in the local area. These service providers are Columbia Housing with TBRA and supportive services, Midlands Housing Alliance with its Transitions support program, Palmetto AIDS Life Supportive Services, The Cooperative Ministries with short-term emergency housing, Upper Savannah Care Consortium with supportive services, and the U of SC Department of Medicine with STRMU services. The City also strengthens the services delivered by providers with HOPWA trainings and admin help from Resource ID,

To guide the services delivered by providers, the City has installed two goals to address the needs of persons living with HIV/AIDS in its HOPWA program. These goals are to Provide Housing Opportunities for Persons with HIV/AIDS and Provide for Medical & Support Services for Persons with HIV/AIDS.

Additional information on the City's strategy to develop and enhance the institutional structure and service delivery system of its programs is provided in AP-85 Other Actions.

SP-45 Goals Summary – 91.215(a)(4)

Goals Summary Information

Sort Order	Goal Name	Start Year	End Year	Category	Needs Addressed	Funding	Goal Outcome Indicator
1	1A Expand Public Infrastructure	2020	2024	Non-Housing Community Development	Expand/Improve Public Infrastructure & Facilities	CDBG: \$924,248	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit: 25,000 Persons Assisted
2	1B Improve Public Infrastructure Capacity	2020	2024	Non-Housing Community Development	Expand/Improve Public Infrastructure & Facilities	CDBG: \$924,248	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit: 25,000 Persons Assisted
3	1C Improve Access to Public Facilities	2020	2024	Non-Housing Community Development	Expand/Improve Public Infrastructure & Facilities	CDBG: \$924,248	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit: 25,000 Persons Assisted
4	2A Increase Homeownership Opportunities	2020	2024	Affordable Housing	Preserve & Develop Affordable Housing	HOME: \$1,810,942	Direct Financial Assistance to Homebuyers: 100 Households Assisted
5	2B Increase Affordable Rental Housing Opportunities	2020	2024	Affordable Housing	Preserve & Develop Affordable Housing	HOME: \$1,145,698	Rental units Rehabilitated: 200 Household Housing Unit

Sort Order	Goal Name	Start Year	End Year	Category	Needs Addressed	Funding	Goal Outcome Indicator
6	2C Provide Code Enforcement in LMI Neighborhoods	2020	2024	Affordable Housing	Preserve & Develop Affordable Housing	CDBG: \$1,016,447	Housing Code Enforcement/Foreclosed Property Care: 250 Household Housing Unit
7	2D Provide Removal of Slum & Blight in Residential	2020	2024	Affordable Housing	Preserve & Develop Affordable Housing	CDBG: \$1,016,447	Buildings Demolished: 125 Buildings
8	2E Provide for Owner Occupied Housing Rehab	2020	2024	Affordable Housing	Preserve & Develop Affordable Housing	CDBG: \$1,016,447 HOME: \$1,478,320	Homeowner Housing Rehabilitated: 125 Household Housing Unit
9	3A Provide Supportive Services for Special Needs	2020	2024	Non-Homeless Special Needs	Public Services & Quality of Life Improvements	CDBG: \$521,655	Public service activities other than Low/Moderate Income Housing Benefit: 2,500 Persons Assisted
10	3B Provide Vital Services for LMI Households	2020	2024	Non-Housing Community Development	Public Services & Quality of Life Improvements	CDBG: \$521,655	Public service activities other than Low/Moderate Income Housing Benefit: 5,000 Persons Assisted
11	4A Provide Housing Opportunities Persons HIV/AIDS	2020	2024	Non-Homeless Special Needs	Housing & Supportive Services for Persons HIV/AIDS	HOPWA: \$5,864,507	TBRA/Rapid Re-housing: 300 Households Assisted
12	4B Provide Medical & Support Services HIV/AIDS	2020	2024	Non-Homeless Special Needs	Housing & Supportive Services for Persons HIV/AIDS	HOPWA: \$2,142,798	HIV/AIDS Housing Operations: 8,500 Household Housing Unit

Sort Order	Goal Name	Start Year	End Year	Category	Needs Addressed	Funding	Goal Outcome Indicator
13	5A. Provide Support to New & Expanding Businesses	2020	2024	Non-Housing Community Development	Provide for Increased Economic Opportunities	CDBG: \$1,099,780	Businesses assisted: 25 Businesses Assisted Jobs created/retained: 50 Jobs

Table 59 – Goals Summary

Goal Descriptions

1	Goal Name	1A Expand Public Infrastructure
	Goal Description	Expand public infrastructure through development activities for LMI persons and households. Activities can include adding ADA compliance for curb ramps and sidewalks and roadway expansion projects.
2	Goal Name	1B Improve Public Infrastructure Capacity
	Goal Description	Improve access to public infrastructure through development activities for LMI persons and households. Public infrastructure activities include improvements to infrastructure in the jurisdiction such as roadway resurfacing and improvements to curbs and ramps on sidewalks for ADA compliance.
3	Goal Name	1C Improve Access to Public Facilities
	Goal Description	Expand and improve access to public facilities through development activities for LMI persons and households and for special needs population (elderly, persons with a disability, victims of domestic abuse, etc.). Public facilities may include neighborhood facilities, community centers and parks and recreation facilities.
4	Goal Name	2A Increase Homeownership Opportunities
	Goal Description	Increase homeownership opportunities for LMI households through homeowner housing added and direct financial assistance to homebuyers

5	Goal Name	2B Increase Affordable Rental Housing Opportunities
	Goal Description	Increase affordable rental housing opportunities for LMI households through rental units constructed and rental units rehabilitated.
6	Goal Name	2C Provide Code Enforcement in LMI Neighborhoods
	Goal Description	Provide for residential code enforcement activities in the jurisdiction for LMI households. These activities will help to maintain the housing in the community.
7	Goal Name	2D Provide Removal of Slum & Blight in Residential
	Goal Description	Provide for neighborhood revitalization from activities that eliminate slum and blight and provide for better health and public safety.
8	Goal Name	2E Provide for Owner Occupied Housing Rehab
	Goal Description	Provide for owner occupied housing rehabilitation in target areas of the jurisdiction. These activities will benefit LMI households.
9	Goal Name	3A Provide Supportive Services for Special Needs
	Goal Description	Provide supportive services for low income and special needs populations in the jurisdiction. Public services will target LMI citizens and may include services to address homelessness, persons with physical and mental health disabilities, the elderly, and the youth. Services may also include recreational programs for special needs populations, and education and health programs for special needs households.
10	Goal Name	3B Provide Vital Services for LMI Households
	Goal Description	Provide supportive services for low- to moderate-income households in the jurisdiction. Public services will include: fair housing awareness, crime prevention programs, case management for emergency assistance, employment programs, and health programs.
11	Goal Name	4A Provide Housing Opportunities Persons HIV/AIDS
	Goal Description	Provide for permanent housing placement assistance for persons with HIV/AIDS.

12	Goal Name	4B Provide Medical & Support Services HIV/AIDS
	Goal Description	Provide for medical and supportive services for persons with HIV/AIDS such as short-term rent, mortgage and utility assistance (STRMU), street outreach activities and homeless prevention.
13	Goal Name	5A. Provide Support to New & Expanding Businesses
	Goal Description	The City of Columbia will provide financial support to encourage new business development and existing business expansion.

Estimate the number of extremely low-income, low-income, and moderate-income families to whom the jurisdiction will provide affordable housing as defined by HOME 91.315(b)(2)

The City of Columbia's FY2020 goals for affordable housing are as follows:

Affordable housing programs funded by CDBG and HOME for special needs and LMI households:

Direct Financial Assistance to Homebuyers: 20 Households Assisted

Homeowner Housing Rehabilitated: 25 Household Housing Unit

Rental Units Rehabilitated: 40

Housing Code Enforcement/Foreclosed Property Care: 50 Household Housing Unit

Affordable housing programs funded through HOPWA for persons living with HIV/AIDS:

Tenant Based Rental Assistance (TBRA): 60 Households Assisted

HIV/AIDS Housing Operations (STRMU): 1,700 Household Housing Unit

SP-50 Public Housing Accessibility and Involvement – 91.215(c)

Need to Increase the Number of Accessible Units (if Required by a Section 504 Voluntary Compliance Agreement)

Columbia Housing (CHA), the local housing authority serving the City does not have a Section 504 Voluntary Compliance Agreement and is in compliance with all regulations. All new communities have been built with handicapped accessible units meeting all ADA requirements.

Activities to Increase Resident Involvements

Columbia Housing has a five-prong approach to improving the living environment of its residents:

1. All of the communities at the CHA have representatives that participate in a Community Club that meets every month. The Residents Executive Council meets every month and consists of all officers from each Community Club. The meeting is also open to all residents to attend. Residents can provide input to management as to concerns. The Club also coordinates special events for public housing residents.
2. The CHA's primary focus for public housing residents is the safety of those residents. The CHA works closely with the City of Columbia Police Department and Richland County Sheriff's Department to ensure that residents can live safely in those units. All crimes are reported (regardless of the offense, whether minor or major) by the CHA Director of Security to the Executive Director on a weekly basis and a report is sent to the CHA Board of Commissioners for every meeting.
3. The CHA has an extensive network of partners to provide case management for all public housing residents. These partnerships provide a variety of educational, cultural, and recreational programs for residents. There are also individual programs designated strictly for elderly persons residing at Spencer Place. Additionally, the CHA has a Career Development Program that provides a comprehensive training for residents wanting employment or wanting to improve their work status (part-time to fulltime and/or positions with higher salaries). The CHA also maintains a listing of available jobs in the area and works with local employers to identify potential employment. All of these programs are free to residents. Case managers are also available to work with families on establishing goals such as credit repair, education degrees, or counseling with individual problems. Case Managers have been trained in VAWA (Violence Against Women Act) compliance.
4. One of the most important programs for residents is Homeownership Training. The CHA offers a 16-hour course in becoming a homeowner: Financing a home, Credit worthiness, budgeting, landscaping, home maintenance, and basic terminology for mortgages. Completion of this program also enables public housing residents to participant in special homeownership programs offered through Community Development Agencies and local banks and financial institutions.
5. The CHA has a comprehensive Modernization Program in place; each complex has a plan for modernization utilizing Capital Funds from HUD.

Is the public housing agency designated as troubled under 24 CFR part 902?

No

Plan to remove the ‘troubled’ designation

As of the last updated HA Performance updated on 4/1/2020, HUD has assigned SC002 Columbia HA (CHA) a PHAS assessment score of 89, and is designated as a “standard performer.” This information can be viewed publicly at: <https://pic.hud.gov/pic/haprofiles/haprofilelist.asp>

SP-55 Barriers to affordable housing – 91.215(h)

Barriers to Affordable Housing

The City of Columbia has identified five barriers to affordable housing as highlighted in the City's 2020 Analysis of Impediments (AI) to Fair Housing Choice. The AI covers public and private policies, practices, and procedures affecting housing choice. Impediments to fair housing choice are defined as any actions, omissions, or decisions that restrict, or have the effect of restricting, the availability of housing choices, based on race, color, religion, sex, disability, familial status, or national origin. The AI serves as the basis for fair housing planning, provides essential information to policy makers, administrative staff, housing providers, lenders, and fair housing advocates, and assists in building public support for fair housing efforts.

With the rising pressure to create fair housing choice, which includes, Protected Choice, Actual Choice, and Quality Choice, the City of Columbia faces barriers and impediments such as unlawful discrimination or systematic bias in the effort to realize fair housing for all residents seeking housing. To ensure that all residents in the city are protected under state and local law, and to adhere with the Department of Housing and Urban Development (HUD) regulations on fair housing as required by HUD entitlement grants, the City of Columbia has taken steps to promote fair housing and to educate its leadership, staff, and residents on what HUD defines as fair housing and discrimination in housing. Further, the city has identified what steps it must take to overcome the barriers identified and what the consequences are for those who do not adhere to a policy of fair housing and non-discrimination.

The AI has identified five current barriers to fair housing choice and affordable housing. For each impediment, recommendations and outcome measures have been identified for activities that can help to alleviate these impediments moving forward. The current impediments to fair housing choice are:

1. The Zoning Ordinance and Land Use Regulations Constrain Housing Diversity.
2. The Aging Housing Stock Requires Increased Investment and Maintenance.
3. There is a Shortage of All Types of Residential Product.
4. A Majority of Renters are Cost Burdened.
5. There has been a Decline in The Amount of Non-Student Housing.

Strategy to Remove or Ameliorate the Barriers to Affordable Housing

Strategic actions that can help address impediments identified include several steps that will be taken by the city are as follows:

- Establish incentives to encourage developers to construct affordable housing units.

- Leverage public land and funding to develop affordable housing.
- Incentivize development of multi-unit housing.
- Create a Columbia Housing Trust Fund.
- Revise the Zoning Ordinance and Land Development Regulations.
- Increase the Housing Inventory by Promoting Infill and Additional New Residential Redevelopment.
- Increase the Promotion of Fair Housing.
- Expand and Leverage Financial Support to Housing Assistance Programs.
- Strengthen the Rental Housing Regulations Ordinance.

SP-60 Homelessness Strategy – 91.215(d)

Reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs

To continue to address the needs of the homeless, the Midlands Area Consortium for the Homeless (MACH) was founded in 1994 and is recognized by the U.S. Department of Housing and Urban Development as a Continuum of Care. MACH is a 14-county homeless coalition that covers the counties of Aiken, Allendale, Bamberg, Barnwell, Calhoun, Chester, Fairfield, Kershaw, Lancaster, Lexington, Newberry, Orangeburg, Richland and York. The City of Columbia is a member of MACH.

MACH, a nonprofit corporation, is comprised of over 50 agencies and led by a board of directors to fulfill a single purpose: to end homelessness by making a difference in the lives of people who are experiencing homelessness. MACH addresses this cause by promoting collaboration and planning among state and local governments, corporate and nonprofit organizations and faith-based entities that support individuals and families in their quest to move from homelessness to housing.

MACH serves as a clearinghouse for agencies to apply for Emergency Solution Grants (ESG) that are awarded from the South Carolina Office of Economic Opportunity (OEO). MACH requests on behalf of the applying agencies as a requirement, that the City of Columbia certifies that the goals of providing housing for homeless persons through ESG aligns with the City's Consolidated Plan for entitlement programs. Agencies apply for funding through a highly competitive ESG application process.

Addressing the emergency and transitional housing needs of homeless persons

The United Way of the Midlands, Midlands Housing Alliance (Transitions) and Salvation Army operate the Inclement Weather Center (IWC) from November 1st through the end of March of each year. The IWC opens each day when the temperature reaches 40 degrees or below, or when other inclement weather factors affect the health and safety of the homeless. The facility was prepared to serve 180 adult men and women with additional costs available to supplement the beds to the 240-person maximum occupancy. Additionally, the city annually supports the Midlands Housing Alliance, Transitions and the Housing First Program with General Fund dollars. The City partners with the Midlands Housing Alliance-Transitions, a year-round facility that provides shelter for homeless at all stages including the chronically homeless with support services and case management to connect to resources that lead to permanent housing. This facility has a day center that meets the needs of mail, showers, computer and job search assistance.

Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals

and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again.

Recently, the City has funded a Housing First Pilot Program model of permanent housing in cooperation with the University of South Carolina School of Medicine and the Columbia Housing Authority. These funds have provided 25 units per year or more of permanent housing and intensive supportive services to chronically homeless persons. These services reduce the need for emergency room care at local hospitals, improve the income potential of the clients served, and assist in the maintenance of housing stability.

Housing First outreach workers have provided services to over 600 homeless persons in the last 24 months. There is a continued need to provide ongoing supportive services for the chronic homeless as well as homeless experiencing homelessness due to economic or life changing circumstances.

Help low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families who are likely to become homeless after being discharged from a publicly funded institution or system of care, or who are receiving assistance from public and private agencies that address housing, health, social services, employment, education or youth needs

United Way of the Midlands and Midlands Area Consortium for the homeless (MACH) offers homeless prevention services to help families stay in their current housing. MACH also helps individuals who are exiting institutions of care. MACH's mission has been to collaborate with local organizations and stakeholders to address homelessness in central South Carolina.

Since August 2017 the agencies in the MACH district have served over 1,300 in emergency shelters and 1,000 in transitional housing. As a district there are obstacles that hinder agencies from helping more individuals experiencing homelessness.

The City is addressing the unmet needs of the elderly by planning two (2) new affordable Senior Living facilities through the City's component unit. The process of assembling funding for these facilities are in process.

The Columbia Empowerment Zone broke ground in February 2018 on its new apartment complex in the 3700 block of North Main Street. The Veranda at North Main features 58 apartments. It is a three-story building with elevator access featuring 12 units at 50% of area medium income, 40 units at 60% area medium income and six at market rate. Five of the units have been designated as Americans with Disabilities Act-compliant while two of the units will be equipped for deaf or blind residents. Occupancy began in the Summer of the prior program year.

SP-65 Lead based paint Hazards – 91.215(i)

Actions to address LBP hazards and increase access to housing without LBP hazards

According to the US Environmental Protection Agency (EPA), lead-based paint can have a negative health effect on every organ and system in your body. Children 6 years and younger are most susceptible to the effects of lead poisoning, and even low levels of lead in children can lead to behavioral and learning problems, lower IQ and hyperactivity, slowed growth, hearing problems and anemia. Therefore in 1978, the federal government banned consumer uses of lead-containing paint, including paint for housing. Any home built before this time may contain lead-based paint in portions of the home. The most common locations are window and door frames, walls, and ceilings, and in some cases throughout the entire home. Thus, it is generally accepted that these homes at least have a risk of lead-based paint hazards and should be tested in accordance with HUD standards. Census data for the year housing is built is found by ten-year increments and while not completely precise, within the City there over 25,000 units built prior to 1980 and 3,500 have children under the age of 6 present.

To address this issue, the City makes it a goal to address both homeowner-occupied and renter-occupied housing with rehabilitation assistance. Further, the City also works to address these issues of lead-based paint hazards with its code enforcement program, and when necessary, through the removal of buildings.

As well, the City of Columbia adheres closely to the Lead Disclosure Rule as policy for Lead-Based Paint and ensures that its programs address lead-based paint hazards and has revised the policy addressing lead-based paint. A lead-based paint consultant assesses the need for mitigation or abatement for the all City housing programs.

How are the actions listed above related to the extent of lead poisoning and hazards?

All homeowners and potential homeowners will be counseled regarding the hazards of lead-based paint. Lead testing is conducted on each home that is provided a new roof or is being substantially rehabilitated. Results of these tests will be provided to the homeowners along with educational materials regarding the prevention of lead poisoning.

How are the actions listed above integrated into housing policies and procedures?

The City of Columbia endorses the following Lead Disclosure Rule as policy for Lead-Based Paint:

Lead-Based Paint Disclosure Rule

Congress passed the Residential Lead-Based Paint Hazard Reduction Act of 1992, also known as Title X, to protect families from exposure to lead from paint, dust, and soil. Section 1018 of this law directed HUD and EPA to require the disclosure of known information on lead-based paint and lead-based paint hazards before the sale or lease of most housing built before 1978.

The city is working to insure that lead based paint is addressed and has revised the policy addressing lead-based paint. The city will contract with a lead-based paint consultant to assess the need for mitigation or abatement for the all housing programs.

SP-70 Anti-Poverty Strategy – 91.215(j)

Jurisdiction Goals, Programs and Policies for reducing the number of Poverty-Level Families

The strategies outlined in the City of Columbia's 2020-2024 Consolidated Plan's Strategic Plan are intended to serve as the City's anti-poverty strategy by planning for expanded housing, economic development, and community development opportunities for low- to moderate-income persons. It is only by improving citizens' living conditions, employment opportunities, and access to services that they may emerge from poverty.

How are the Jurisdiction poverty reducing goals, programs, and policies coordinated with this affordable housing plan

Specific actions the City will take this program year are as follows:

- (1) Through the use of collaborative partnerships, provide additional and improved housing by engaging in the rehabilitation and creation of housing;
- (2) Support programs that provide educational enrichment opportunities to children of lower-income families, encouraging these children to enjoy learning and to continue pursuing higher education through its CDBG funding;
- (3) Provide persons who are at risk of becoming homeless with rental, mortgage and/ or utility assistance through non-profit partners funded for that purpose;
- (4) Provide financial literacy training (including homeownership education and counseling) in low-wealth communities to encourage the creation and retention of wealth through property ownership.
- (5) Partner with the City's various offices that serve minority populations to recruit and train minority-owned businesses located in the City's target areas.
- (6) Continue to provide access to LMI homeownership through low-interest loans made available from the City Residential Loan Programs.

SP-80 Monitoring – 91.230

Describe the standards and procedures that the jurisdiction will use to monitor activities carried out in furtherance of the plan and will use to ensure long-term compliance with requirements of the programs involved, including minority business outreach and the comprehensive planning requirements

The City of Columbia recognizes the importance of maintaining appropriate performance measurements of its CDBG and HOME projects and programs. Community Development staff provide management for the CDBG, HOME and HOPWA programs and monitors activities and projects with developed guidelines that include performance measures to that the City of Columbia meets all federal requirements and remains in compliance. Using the HUD monitoring checklist as a guide, the City will periodically evaluate staff performance and program performance against the current Consolidated Plan.

Columbia has financial and programmatic processes in place to ensure that sub-recipients and contractors are in compliance and that activity and procedures can be tracked accordingly. This includes contract provisions that address affirmatively marketing for fair housing, and procurement procedures to ensure minority participation. The City will also address compliance with program requirements including public service caps and timely expenditure of federal funds. A higher emphasis is given to project type and projects that require quicker expenditures with a larger impact on the budget.

The City of Columbia has developed a comprehensive monitoring strategy inclusive of all entitlement programs. A team including program, financial and construction personnel will conduct the monitoring. The schedule provides for all HUD funded departments and sub-recipients to be monitored bi-annually at a minimum.

Monthly reports are currently required and are used as a method to detect areas of deficiencies, to customize technical assistance and to monitor if goals and objectives are being met. For those subrecipients, monitoring will be provided more frequently to ensure compliance. Complete files with all HUD related documentation will be maintained on each monitored subrecipient. This will include a HUD Program Checklist, Risk Analysis and supportive documentation from reviewed files. During the fiscal year remote monitoring will take place for all subrecipients, project sponsors and CHDOs. Remote monitoring will be conducted by evaluating in house materials such as: applications for funding, written agreements, progress reports, drawdown requests, previous monitoring documentation and audits.

The City of Columbia will provide the subrecipients with an on-site review summary within 60 days of the completed review. All findings, concerns, and recommendations will be documented, tracked and resolved with complete HUD compliance as the goal

Annual Action Plan

Expected Resources

AP-15 Expected Resources – 91.220(c)(1,2)

Introduction

The City of Columbia anticipates receiving the following HUD entitlement funding for the 2020 program year:

\$1,040,310 in Community Development Block Grant Funding (CDBG)

\$636,992 in HOME Program funding

\$1,517,489 in Housing Opportunities for Persons with AIDS (HOPWA) funding

Additionally, the City anticipates a total of \$550,000 in CDBG program income as well as \$250,000 in HOME program income.

Anticipated Resources

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Remainder of ConPlan \$	Narrative Description
			Annual Allocation: \$	Program Income: \$	Prior Year Resources: \$	Total: \$		
CDBG	public - federal	Acquisition Admin and Planning Economic Development Housing Public Improvements Public Services	1,040,310	550,000	0	1,590,310	4,161,240	This is the first year of the 2020-2024 consolidated planning period. Administration funded at 20%. RFPs were advertised and selected for targeting high priority community needs.
HOME	public - federal	Acquisition Homebuyer assistance Homeowner rehab Multifamily rental new construction Multifamily rental rehab New construction for ownership TBRA	636,992	250,000	0	886,992	3,547,968	This is the first year of the 2020-2024 consolidated planning period. Budgeted 10 % of administration and 15% will be awarded to CHDO as mandated.

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Remainder of ConPlan \$	Narrative Description
			Annual Allocation: \$	Program Income: \$	Prior Year Resources: \$	Total: \$		
HOPWA	public - federal	Permanent housing in facilities Permanent housing placement Short term or transitional housing facilities STRMU Supportive services TBRA	1,517,489	0	190,988	1,708,477	6,069,956	This is the first year of the 2020-2024 consolidated planning period. Administration funded at 3%. The Expected Amount Available Remainder of ConPlan is 4x the annual allocation.

Table 60 - Expected Resources – Priority Table

Explain how federal funds will leverage those additional resources (private, state and local funds), including a description of how matching requirements will be satisfied

For the HOME Program, the city is required to leverage a minimum of \$79,624 or 12.5% in private matching dollars for HOME assisted activities. HOME match is satisfied through private lenders contributions to the City's affordable housing loan program for homebuyers. The City partners with eight (8) local lenders that provide mortgage financing to eligible borrowers at reduced interest rates. (South State Bank, First Citizens Bank, BB&T Home Mortgage, Synovus Home Mortgage, Wells Fargo Home Mortgage, Security Federal Bank, First Community Bank, Palmetto Citizen Federal Credit Union, Assurance, Lending). Match is calculated using the difference between the interest rate the borrower is receiving through obtaining the City's financing and the interest rate that they would have normally received if they had received financing solely through the partner lender. The difference in payment over the life of the loan is what the City uses as match requirement.

The homebuyer assistance program and other affordable housing projects are estimated to leverage over \$4 million in private community dollars. The city also anticipates over \$3 million in leverage dollars for the HOPWA program. The City of Columbia also provides in-kind services, general funds for operating costs, furnishings and equipment, and real property to carry out the activities identified in the Consolidated Plan and this Plan. City funds have been used to establish a General Fund Revolving Loan Funds separate from federal dollars that have leveraged over \$18 million private bank funds over the last five years. City general funds are used for a variety of city projects in which CDBG funds are proposed. Projects include street repaving, park improvements, and economic development. Additionally, the Community Development Department will solicit sponsorship revenue to support the many community programs and trainings that are held during the program year.

If appropriate, describe publicly owned land or property located within the jurisdiction that may be used to address the needs identified in the plan

The City of Columbia does not have publicly owned land or property located with the jurisdiction that may be used to address the needs identified in this Annual Action Plan.

Discussion

The City also uses Revolving Loan funds that help carry out the priority needs and activities identified in the Consolidated Plan and this Annual Action Plan. Revolving loan funds are separate funds (independent of other CDBG program accounts) set up for the purpose of carrying out specific activities.

The City of Columbia also provides in-kind services, general funds for operating costs, furnishings and equipment, and real property to carry out the activities identified in the Consolidated Plan and this Plan. City funds have been used to establish a General Fund Revolving Loan Funds separate from federal dollars that have leveraged over \$18 million private bank funds over the last five years. City general funds are used for a variety of city projects in which CDBG funds are proposed. Projects include street repaving, park improvements, and economic development. Additionally, the Community Development Department will solicit sponsorship revenue to support the many community programs and trainings that are held during the program year.

Utilizing CDBG, HOME and HOPWA funding, the City of Columbia leverages over \$11 million annually from various sources including Housing Loans, Homeless Services for the Inclement Weather Center, Façade Improvement Projects, Commercial Revolving Loan Fund (CRLF), HOPWA Sponsors and other community investment projects and initiatives. Additionally, the Community Development Housing Division has received over \$12 million in bank commitments from various sources for its housing initiative over a five-year period. These resources include private lenders such as South State Bank, First Citizens Bank, BB&T Home Mortgage, Synovus Home Mortgage, Wells Fargo Home Mortgage, Security Federal Bank, First Community Bank, Palmetto Citizen Federal Credit Union, and Assurance Lending.

Annual Goals and Objectives

AP-20 Annual Goals and Objectives

Goals Summary Information

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
1	1A Expand Public Infrastructure	2020	2024	Non-Housing Community Development		Expand/Improve Public Infrastructure & Facilities	CDBG: \$184,850	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit: 5000 Persons Assisted
2	1B Improve Public Infrastructure Capacity	2020	2024	Non-Housing Community Development		Expand/Improve Public Infrastructure & Facilities	CDBG: \$184,850	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit: 5000 Persons Assisted
3	1C Improve Access to Public Facilities	2020	2024	Non-Housing Community Development		Expand/Improve Public Infrastructure & Facilities	CDBG: \$184,850	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit: 5000 Persons Assisted
4	2A Increase Homeownership Opportunities	2020	2024	Affordable Housing		Preserve & Develop Affordable Housing	HOME: \$362,188	Direct Financial Assistance to Homebuyers: 20 Households Assisted
5	2B Increase Affordable Rental Housing Opportunities	2020	2024	Affordable Housing		Preserve & Develop Affordable Housing	HOME: \$229,140	Rental units rehabilitated: 40 Household Housing Unit

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
6	2C Provide Code Enforcement in LMI Neighborhoods	2020	2024	Affordable Housing		Preserve & Develop Affordable Housing	CDBG: \$203,289	Housing Code Enforcement/Foreclosed Property Care: 50 Household Housing Unit
7	2D Provide Removal of Slum & Blight in Residential	2020	2024	Affordable Housing		Preserve & Develop Affordable Housing	CDBG: \$203,289	Buildings Demolished: 25 Buildings
8	2E Provide for Owner Occupied Housing Rehab	2020	2024	Affordable Housing		Preserve & Develop Affordable Housing	CDBG: \$203,289 HOME: \$295,664	Homeowner Housing Rehabilitated 25 Household Housing Unit
9	3A Provide Supportive Services for Special Needs	2020	2024	Non-Homeless Special Needs		Public Services & Quality of Life Improvements	CDBG: \$104,331	Public service activities other than Low/Moderate Income Housing Benefit: 500 Persons Assisted
10	3B Provide Vital Services for LMI Households	2020	2024	Non-Housing Community Development		Public Services & Quality of Life Improvements	CDBG: \$104,331	Public service activities other than Low/Moderate Income Housing Benefit: 1000 Persons Assisted
11	4A Provide Housing Opportunities Persons HIV/AIDS	2020	2024	Non-Homeless Special Needs		Housing & Supportive Services for Persons HIV/AIDS	HOPWA: \$1,172,901	Tenant-based rental assistance / Rapid Rehousing: 60 Households Assisted
12	4B Provide Medical & Support Services HIV/AIDS	2020	2024	Non-Homeless Special Needs		Housing & Supportive Services for Persons HIV/AIDS	HOPWA: \$428,560	HIV/AIDS Housing Operations: 170 Household Housing Unit

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
13	5A. Provide Support to New & Expanding Businesses	2020	2024	Non-Housing Community Development		Provide for Increased Economic Opportunities	CDBG: \$219,956	Businesses assisted: 5 Businesses Assisted Jobs created/retained: 10 Jobs

Table 61 – Goals Summary

Goal Descriptions

1	Goal Name	1A Expand Public Infrastructure
	Goal Description	Expand public infrastructure through development activities for LMI persons and households. Activities can include adding ADA compliance for curb ramps and sidewalks and roadway expansion projects.
2	Goal Name	1B Improve Public Infrastructure Capacity
	Goal Description	Improve access to public infrastructure through development activities for LMI persons and households. Public infrastructure activities include improvements to infrastructure in the jurisdiction such as roadway resurfacing and improvements to curbs and ramps on sidewalks for ADA compliance.
3	Goal Name	1C Improve Access to Public Facilities
	Goal Description	Expand and improve access to public facilities through development activities for LMI persons and households and for special needs population (elderly, persons with a disability, victims of domestic abuse, etc.). Public facilities may include neighborhood facilities, community centers and parks and recreation facilities.
4	Goal Name	2A Increase Homeownership Opportunities
	Goal Description	Increase homeownership opportunities for LMI households through homeowner housing added and direct financial assistance to homebuyers
5	Goal Name	2B Increase Affordable Rental Housing Opportunities
	Goal Description	Increase affordable rental housing opportunities for LMI households through rental units constructed and rental units rehabilitated.
6	Goal Name	2C Provide Code Enforcement in LMI Neighborhoods
	Goal Description	Provide for residential code enforcement activities in the jurisdiction for LMI households. These activities will help to maintain the housing in the community.
7	Goal Name	2D Provide Removal of Slum & Blight in Residential
	Goal Description	Provide for neighborhood revitalization from activities that eliminate slum and blight and provide for better health and public safety.

8	Goal Name	2E Provide for Owner Occupied Housing Rehab
	Goal Description	Provide for owner occupied housing rehabilitation in target areas of the jurisdiction. These activities will benefit LMI households.
9	Goal Name	3A Provide Supportive Services for Special Needs
	Goal Description	Provide supportive services for special needs populations within the jurisdiction. Public services will target LMI citizens and may include services to address homelessness, persons with physical and mental health disabilities, the elderly, and the youth. Services may also include recreational programs for special needs populations, and education and health programs for special needs households.
10	Goal Name	3B Provide Vital Services for LMI Households
	Goal Description	Provide supportive services for low- to moderate-income households in the jurisdiction. Public services will include: fair housing awareness, crime prevention programs, case management for emergency assistance, employment programs, and health programs.
11	Goal Name	4A Provide Housing Opportunities Persons HIV/AIDS
	Goal Description	Provide for permanent housing placement assistance for persons with HIV/AIDS.
12	Goal Name	4B Provide Medical & Support Services HIV/AIDS
	Goal Description	Provide for medical and supportive services for persons with HIV/AIDS such as short-term rent, mortgage and utility assistance (STRMU), street outreach activities and homeless prevention.
13	Goal Name	5A. Provide Support to New & Expanding Businesses
	Goal Description	The City of Columbia will provide financial support to encourage new business development and existing business expansion.

AP-35 Projects – 91.220(d)

Introduction

The City of Columbia's CDBG, HOME and HOPWA programs provide funding for projects within the City limits. During the 2020 program year, the City will continue to focus its CDBG funding efforts on specific target areas of redevelopment to streamline the funding impact. City Council has directed efforts in five (5) "prioritized" target areas. Additionally, City Council limited access of the FY 2020 CDBG entitlement funding to the City's non-profit Development Corporations and to City Departments. Funding is available for two (2) categories of eligible programs/activities: Public Service (Youth Services, Job Readiness, Health Services) and Non-Public Services (Public Facilities Improvement, Housing).

To ensure CDBG expenditure meet timeliness, all funded activates/projects must be shovel ready to spend CDBG funding within a 1-year grant period and should be the gap funding needed to complete "shovel ready" projects. The City will focus HOME funding on affordable housing through homeowner and rental acquisition, rehabilitation, and new construction; rental housing development for Community Housing Development Organizations (CHDO), and homeownership through the City Lender Housing Loan Program. HOPWA funds will continue to address the priority needs for permanent housing and to increase housing stability for special needs populations, persons with HIV/AIDs.

Projects

#	Project Name
1	CDBG: Administration (20%)
2	CDBG: Public Facilities & Infrastructure (35%)
3	CDBG: Housing Programs (30%)
4	CDBG: Public Services (15%)
5	HOME: Administration (10%)
6	HOME: CHDO Reserves (15%)
7	HOME: Owner Occupied Rehab (30%)
8	HOME: City Lender Program (15%)
9	HOME: Non-CHDO Development Activities (30%)
10	HOPWA: Admin
11	HOPWA: Resource ID
12	HOPWA: Columbia PHA
13	HOPWA: Palmetto AIDS Life Support
14	HOPWA: The Cooperative Ministries
15	HOPWA: Upper Savannah Care Consortium
16	HOPWA: Midlands Housing Alliance - Transitions
17	HOPWA: University of South Carolina Dept. of Medicine
18	CDBG: Economic Development

Table 62 - Project Information

Describe the reasons for allocation priorities and any obstacles to addressing underserved needs

The City of Columbia responds to the needs expressed in the community forums and on the community surveys by citizens who state that revitalizing neighborhoods and preserving the existing housing stock are critical.

To improve the quality of life of all citizens in Columbia, the Community Development Department will address both the need for additional affordable homebuyer and rental units. Because the lower income households are more heavily burdened with housing costs, rental housing will be developed and rehabilitated. Elderly and low-income homeowners will benefit from housing rehabilitation to improve housing quality. Economic Development activities such as façade improvement, commercial retention loan program or commercial safety enhancement programs play important roles in improving quality of life.

Fulfilling its mission of providing a holistic approach to community development, the City will continue to engage community partners to provide access to job training for veterans, homeless families and the underserved, afterschool programs to serve homeless families, provide adult dental & eye services, job readiness skills, and supportive services for homeless youth (17-24) that will provide safe, healthy and stable Columbia neighborhoods. The City will continue to provide low-moderate income individuals and families the opportunities and financial literacy resources for increased personal wealth through banking access for the unbanked and underbanked for a better quality of life experience.

AP-38 Project Summary
Project Summary Information
(see following table)

1	Project Name	CDBG: Administration
	Target Area	
	Goals Supported	1A Expand Public Infrastructure 1B Improve Public Infrastructure Capacity 1C Improve Access to Public Facilities 2A Increase Homeownership Opportunities 2B Increase Affordable Rental Housing Opportunities 2C Provide Code Enforcement in LMI Neighborhoods 2D Provide Removal of Slum & Blight in Residential 2E Provide for Owner Occupied Housing Rehab 3A Provide Supportive Services for Special Needs 3B Provide Vital Services for LMI Households
	Needs Addressed	Expand/Improve Public Infrastructure & Facilities Preserve & Develop Affordable Housing Public Services & Quality of Life Improvements
	Funding	CDBG: \$179,604
	Description	Citywide administration of the CDBG program in PY 2020.
	Target Date	6/30/2021
	Estimate the number and type of families that will benefit from the proposed activities	N/A
	Location Description	
	Planned Activities	Planned activities for administration of the CDBG program are (Matrix Code 21A): Community Development Department Admin (including fair housing: \$197,132 Citizen Participation: \$4,592 Community Liaison: \$43,359
2	Project Name	CDBG: Public Facilities & Infrastructure (35%)
	Target Area	
	Goals Supported	1A Expand Public Infrastructure 1B Improve Public Infrastructure Capacity 1C Improve Access to Public Facilities
	Needs Addressed	Expand/Improve Public Infrastructure & Facilities

	Funding	CDBG: \$494,681
	Description	The City will improve access to public infrastructure through development activities for LMI persons and households. Public infrastructure activities include improvements to infrastructure in the jurisdiction such as roadway resurfacing and improvements to curbs and ramps on sidewalks for ADA compliance. The City will also expand and improve access to public facilities through development activities for LMI persons and households and for special needs population (elderly, persons with a disability, victims of domestic abuse, etc.). Public facilities may include neighborhood facilities, community centers and parks and recreation facilities.
	Target Date	6/30/2021
	Estimate the number and type of families that will benefit from the proposed activities	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit: 15,000 LMI Persons
	Location Description	
	Planned Activities	Planned activities for public facilities and infrastructure are: Park Improvement Project at Hyatt Park & TS Martin Park (03L): \$494,681 Office of Business Opportunities, Commercial Redevelopment & Retention: \$200,000
3	Project Name	CDBG: Housing Programs
	Target Area	
	Goals Supported	2C Provide Code Enforcement in LMI Neighborhoods 2D Provide Removal of Slum & Blight in Residential
	Needs Addressed	Preserve & Develop Affordable Housing
	Funding	CDBG: \$550,000
	Description	The City will provide for affordable housing programs that will include code enforcement, removal of slum & blight, housing rehab, and the city lending program. These activities will benefit LMI households.
	Target Date	6/30/2021

	Estimate the number and type of families that will benefit from the proposed activities	Direct Financial Assistance to Homebuyers: 20 Households Assisted Homeowner Housing Rehabilitated: 10 Household Housing Unit Housing Code Enforcement/Foreclosed Property Care: 50 Household Housing Unit Buildings Demolished: 25 Buildings
	Location Description	
	Planned Activities	Planned activities for housing programs include: Housing Rehab Operations (14A): \$174,917 Maintenance Assistance Program: \$225,083 City Lender/Down Payment Assistance Loan Program
4	Project Name	CDBG: Public Services
	Target Area	
	Goals Supported	3A Provide Supportive Services for Special Needs 3B Provide Vital Services for LMI Households
	Needs Addressed	Public Services & Quality of Life Improvements
	Funding	CDBG: \$168,750
	Description	The City will provide supportive services for low income and special needs populations in the jurisdiction. Public services will target LMI citizens and may include services to address homelessness, persons with physical and mental health disabilities, the elderly, and the youth. Services for LMI households will include fair housing awareness, crime prevention programs, case management for emergency assistance, employment programs, and health programs. Services may also include recreational programs for special needs populations, and education and health programs for special needs households.
	Target Date	6/30/2021
	Estimate the number and type of families that will benefit from the proposed activities	Public service activities for special needs: 500 persons assisted Public service activities for LMI: 1,000 LMI persons assisted
	Location Description	

	Planned Activities	Planned activities for public services include: Mental Illness Recovery (MIRCI) (05O) : \$45,000 Fast Forward, Employment Training (05H): \$30,000 Trinity Housing/Homeless No More (05L): \$38,341 Hush No More, Victim Counseling/Education (05L): \$12,480 The Cooperative Ministries, Employment Services (05H) \$24,179 City of Columbia, Bank On services (05): \$26,125
5	Project Name	HOME: Administration (10%)
	Target Area	
	Goals Supported	2A Increase Homeownership Opportunities 2B Increase Affordable Rental Housing Opportunities 2E Provide for Owner Occupied Housing Rehab
	Needs Addressed	Preserve & Develop Affordable Housing
	Funding	HOME: \$88,699
	Description	Citywide administration of the HOME program in PY 2020.
	Target Date	6/30/2021
	Estimate the number and type of families that will benefit from the proposed activities	N/A
	Location Description	
6	Planned Activities	staff salaries, planning and general admin
	Project Name	HOME: CHDO Reserves (15%)
	Target Area	
	Goals Supported	2A Increase Homeownership Opportunities 2B Increase Affordable Rental Housing Opportunities
	Needs Addressed	Preserve & Develop Affordable Housing
	Funding	HOME: \$133,049
	Description	The City will set aside 15% of home funds for CHDO affordable housing development.
	Target Date	6/30/2021

	Estimate the number and type of families that will benefit from the proposed activities	Rental units rehabilitated: 10 Household Housing Unit
	Location Description	
	Planned Activities	Ownership and/or rental development w/ eligible CHDOs
7	Project Name	HOME: Owner Occupied Rehab (30%)
	Target Area	
	Goals Supported	2E Provide for Owner Occupied Housing Rehab
	Needs Addressed	Preserve & Develop Affordable Housing
	Funding	HOME: \$266,098
	Description	The City will provide for owner occupied housing rehabilitation in target areas of the jurisdiction. These activities will benefit LMI households.
	Target Date	6/30/2021
	Estimate the number and type of families that will benefit from the proposed activities	Homeowner Housing Rehabilitated: 15 Household Housing Unit Note: In total, the City estimates rehab of 25 homeowner occupied homes in the housing rehab program (CDBG with 10 and HOME with 15)
	Location Description	
8	Planned Activities	Substantial owner occupied housing rehab
	Project Name	HOME: City Lender Program (15%)
	Target Area	
	Goals Supported	2A Increase Homeownership Opportunities
	Needs Addressed	Preserve & Develop Affordable Housing
	Funding	HOME: \$133,049
	Description	The City will provide for direct financial assistance for homeownership housing opportunities with the City Lender Program.
	Target Date	6/30/2021

	Estimate the number and type of families that will benefit from the proposed activities	Direct Financial Assistance to Homebuyers: 20 Households Assisted
	Location Description	
	Planned Activities	Homeownership housing finance
9	Project Name	HOME: Non-CHDO Development Activities (30%)
	Target Area	
	Goals Supported	2A Increase Homeownership Opportunities 2B Increase Affordable Rental Housing Opportunities
	Needs Addressed	Preserve & Develop Affordable Housing
	Funding	HOME: \$266,098
	Description	The City will provide for affordable housing development activities for homeowners and renters.
	Target Date	6/30/2021
	Estimate the number and type of families that will benefit from the proposed activities	Rental units Rehabilitated: 30 Household Housing Unit
	Location Description	
10	Planned Activities	Rental and/or homeownership development activities.
	Project Name	HOPWA: Admin
	Target Area	
	Goals Supported	4A Provide Housing Opportunities Persons HIV/AIDS 4B Provide Medical & Support Services HIV/AIDS
	Needs Addressed	Housing & Supportive Services for Persons HIV/AIDS
	Funding	HOPWA: \$45,525
	Description	Administration of the HOPWA program in PY 2020.
	Target Date	6/30/2021
	Estimate the number and type of families that will benefit from the proposed activities	N/A

	Location Description	
	Planned Activities	General administration of HOPWA related projects and activities not to exceed 3% of HOPWA funding allocation.
11	Project Name	HOPWA: Resource ID
	Target Area	
	Goals Supported	4B Provide Medical & Support Services HIV/AIDS
	Needs Addressed	Housing & Supportive Services for Persons HIV/AIDS
	Funding	HOPWA: \$5,000
	Description	Provide for supportive services for persons with HIV/AIDS such as short-term rent, mortgage and utility assistance (STRMU), street outreach activities and homeless prevention.
	Target Date	6/30/2021
	Estimate the number and type of families that will benefit from the proposed activities	HIV/AIDS Housing Operations: 250 Household Housing Units
	Location Description	
	Planned Activities	Planned activities for Resource ID include general HOPWA training for administration and local sponsors for \$5,000
12	Project Name	HOPWA: Columbia Housing Authority
	Target Area	
	Goals Supported	4A Provide Housing Opportunities Persons HIV/AIDS 4B Provide Medical & Support Services HIV/AIDS
	Needs Addressed	Housing & Supportive Services for Persons HIV/AIDS
	Funding	HOPWA: \$597,825
	Description	Provide for permanent housing placement assistance and supportive services for persons with HIV/AIDS such as short-term rent, mortgage and utility assistance (STRMU), street outreach activities and homeless prevention.
	Target Date	6/30/2021

	Estimate the number and type of families that will benefit from the proposed activities	CHA 1 - TBRA/Rapid Re-housing: 95 Households Assisted CHA 2 - HIV/AIDS Housing Operations: 95 Household Housing Units CHA 3 - TBRA/Rapid Re-housing: 15 Households Assisted CHA 4 - HIV/AIDS Housing Operations: 9 Household Housing Units
	Location Description	
	Planned Activities	Planned activities for the Columbia Housing Authority include: (CHA-1) TBRA - Housing Choice Vouchers: \$398,682 (CHA-2) TBRA Salary HCV: \$23,868 (CHA-3) Homeless (TBRA): \$154,902 (CHA 4) Operations: \$20,373
13	Project Name	HOPWA: Palmetto AIDS Life Support
	Target Area	
	Goals Supported	4A Provide Housing Opportunities Persons HIV/AIDS 4B Provide Medical & Support Services HIV/AIDS
	Needs Addressed	Housing & Supportive Services for Persons HIV/AIDS
	Funding	HOPWA: \$329,553
	Description	Provide for permanent housing placement assistance and supportive services for persons with HIV/AIDS such as short-term rent, mortgage and utility assistance (STRMU), street outreach activities and homeless prevention.
	Target Date	6/30/2021
	Estimate the number and type of families that will benefit from the proposed activities	HIV/AIDS Housing Operations: 737 Household Housing Units
	Location Description	
14	Planned Activities	Palmetto AIDS Life Support (Supportive Services/Administration/Resource ID): \$329,553
	Project Name	HOPWA: The Cooperative Ministries
	Target Area	
	Goals Supported	4A Provide Housing Opportunities Persons HIV/AIDS 4B Provide Medical & Support Services HIV/AIDS
	Needs Addressed	Housing & Supportive Services for Persons HIV/AIDS

	Funding	HOPWA: \$176,371
	Description	Provide for permanent housing placement assistance and supportive services for persons with HIV/AIDS such as short-term rent, mortgage and utility assistance (STRMU), street outreach activities and homeless prevention.
	Target Date	6/30/2021
	Estimate the number and type of families that will benefit from the proposed activities	HIV/AIDS Housing Operations: 145 Household Housing Units
	Location Description	
	Planned Activities	Planned activities for The Cooperative Ministries include HOPWA funded short term emergency solutions for persons with HIV/AIDS: \$176,371
15	Project Name	HOPWA: Upper Savannah Care Consortium
	Target Area	
	Goals Supported	4A Provide Housing Opportunities Persons HIV/AIDS 4B Provide Medical & Support Services HIV/AIDS
	Needs Addressed	Housing & Supportive Services for Persons HIV/AIDS
	Funding	HOPWA: \$25,000
	Description	Provide for permanent housing placement assistance and supportive services for persons with HIV/AIDS such as short-term rent, mortgage and utility assistance (STRMU), street outreach activities and homeless prevention.
	Target Date	6/30/2021
	Estimate the number and type of families that will benefit from the proposed activities	HIV/AIDS Housing Operations: 40 Household Housing Units
	Location Description	
16	Project Name	HOPWA: Midlands Housing Alliance - Transitions
	Target Area	

	Goals Supported	4A Provide Housing Opportunities Persons HIV/AIDS 4B Provide Medical & Support Services HIV/AIDS
	Needs Addressed	Housing & Supportive Services for Persons HIV/AIDS
	Funding	HOPWA: \$21,390
	Description	Provide for permanent housing placement assistance and supportive services for persons with HIV/AIDS such as short-term rent, mortgage and utility assistance (STRMU), street outreach activities and homeless prevention.
	Target Date	6/30/2021
	Estimate the number and type of families that will benefit from the proposed activities	HIV/AIDS Housing Operations: 50 Household Housing Units
	Location Description	
	Planned Activities	Planned activities for Midlands Housing Alliance includes the Transitions program with supportive services: \$21,390
17	Project Name	HOPWA: University of South Carolina Dept. of Medicine
	Target Area	
	Goals Supported	4A Provide Housing Opportunities Persons HIV/AIDS 4B Provide Medical & Support Services HIV/AIDS
	Needs Addressed	Housing & Supportive Services for Persons HIV/AIDS
	Funding	HOPWA: \$400,797
	Description	Provide for supportive services for persons with HIV/AIDS such as short-term rent, mortgage and utility assistance (STRMU), street outreach activities and homeless prevention.
	Target Date	6/30/2021
	Estimate the number and type of families that will benefit from the proposed activities	HIV/AIDS Housing Operations: 450 Household Housing Units
	Location Description	
	Planned Activities	University of South Carolina Dept. of Medicine (Supportive Services/Administration/STRMU/PHP): \$400,797
18	Project Name	CDBG: Economic Development

Target Area	
Goals Supported	5A. Provide Support to New & Expanding Businesses
Needs Addressed	Provide for Increased Economic Opportunities
Funding	CDBG: \$200,000
Description	The City will provide CDBG funding to new and expanding businesses.
Target Date	6/30/2021
Estimate the number and type of families that will benefit from the proposed activities	Jobs created/retained: 10 Jobs Businesses assisted: 5 Businesses
Location Description	
Planned Activities	Small business development

AP-50 Geographic Distribution – 91.220(f)

Description of the geographic areas of the entitlement (including areas of low-income and minority concentration) where assistance will be directed

CDBG funds are allocated to projects that benefit low- and moderate-income persons and/or areas. For FY 2020 City Council is continuing its effort of concentrating the impact of CDBG funding by streamlining the existing targeted redevelopment areas for CDBG funding from eight (8) to the four (4) “prioritized” Redevelopment Areas as follows:

- Booker Washington Heights Redevelopment Area
- King/Lyon Street Redevelopment Area
- Farrow Road Business Corridor (a section of Eau Claire Redevelopment Area)
- Edisto Court Redevelopment Area

HOME funds are allocated to eligible beneficiaries (at or below 80% of AMI) throughout the corporate city limits. However, the City targets funds to those neighborhoods with the highest concentration of need for affordable housing and community and economic development. HOPWA funds are allocated throughout a six (6)-county area (Calhoun, Fairfield, Kershaw, Lexington, Richland and Saluda).

Geographic Distribution

Target Area	Percentage of Funds
EDISTO COURT TARGET AREA	
King - Lyon Street Redevelopment Area	
Farrow Road Business Corridor	
Booker Washington Heights Neighborhood Revitalization Area	

Table 63 - Geographic Distribution

Rationale for the priorities for allocating investments geographically

Keeping with its 2-year plan, the City of Columbia continues to direct CDBG funds for 2020 to non-public service activities within the 4 prioritized redevelopment areas. The rationale is to make a greater concentrated impact in the areas of greatest unmet need. However, public service funding is not restricted to the four (4) prioritized redevelopment areas and can be utilized in any of the eight (8) redevelopment areas or citywide. Geographic distribution of estimated FY2020 CDBG public service funds and housing activities are shown in the table above.

Discussion

This designation is done through local discussion with the neighborhood communities that desire to have federal funds make a positive impact in their communities. Also, neighborhoods must be within a low- to moderate-income (at least 51%) census tract area as defined by HUD. Although these areas are the focus

of funding priorities, no one area is ranked higher than the other for funding consideration. Public Service funds may be used for eligible projects in any area within the City limits.

Affordable Housing

AP-55 Affordable Housing – 91.220(g)

Introduction

CDBG funds will be used to provide Affordable Housing loans at low interest rates for eligible homebuyers that are 80% and below the area median income level. HOME funds will be used for affordable rental housing development and the appropriate amount of match dollars leveraged. As a part of the Envision City of Columbia campaign, City Council launched the 2016 20-year Envision Initiative concentrating on housing affordability and livability. The City is committed to leveraging future funding by identifying funding sources such as the CDBG Housing Revolving Loan Fund and other federal and non-federal sources for new affordable housing developments.

Potential developments such as Lorick Place (87 affordable units proposed for 2020 completion) and the Pointe at Elmwood (80 units proposed for 2021 completion) which are under the CDBG-DR Multi-Family Housing Development activity, are in the planning stages and will allow the city to propose long-term strategies for similar projects and solidify partnerships necessary to address affordable housing unmet needs. HOME Guidelines are being amended to encourage the effective use of funds through HOME eligible program activities for competitive rental and homeownership housing opportunities.

Additionally, in partnership with the Columbia Housing Authority and the University of South Carolina Office of Housing & Supportive Services, the city provides affordable housing opportunities for the chronic homeless through the Housing First program and with HOPWA funds for special-needs households.

One Year Goals for the Number of Households to be Supported	
Homeless	0
Non-Homeless	85
Special-Needs	60
Total	145

Table 64 - One Year Goals for Affordable Housing by Support Requirement

One Year Goals for the Number of Households Supported Through	
Rental Assistance	60
The Production of New Units	20
Rehab of Existing Units	65
Acquisition of Existing Units	0
Total	145

Table 65 - One Year Goals for Affordable Housing by Support Type

Discussion

Below is a breakdown of goals for the number of special needs and LMI households to be supported with affordable housing programs:

Direct Financial Assistance to Homebuyers: 20 LMI Households

Homeowner Housing Rehabilitated: 25 LMI Households

Rental Units Rehabilitated: 40 LMI Households

TBRA: 60 Households Assisted (Persons living with HIV/AIDS)

The City of Columbia Community Development Department continues to prioritize the creation of quality, affordable housing as an integral component of its development programs. Over the last five years, the City created partnerships with several local banks South State Bank, First Citizens Bank, BB&T Home Mortgage, Synovus Home Mortgage, Wells Fargo Home Mortgage, Security Federal Bank, First Community Bank, Palmetto Citizen Federal Credit Union, and Assurance Lending, to produce over \$70 million in financing. The City will continue this initiative and seek to develop new partnerships with local lenders for leveraged private dollars.

The City revised its City Lender I program to lower the down payment to \$1,000 with a maximum loan of \$150,000. In the prior programming year, the City launched the Uplift program for down payment assistance to be utilized in conjunction with City Lender I. The Employee Lender program provides up to 25% financing for a home loan. The City of Columbia will also continue the Maintenance Assistance Program or (M.A.P) for qualified LMI homeowners with up to \$25,000 for a forgivable loan over 5 years for energy efficiency repairs. Homeowners must reside in the designated targeted redevelopment areas in the City.

AP-60 Public Housing – 91.220(h)

Introduction

Columbia Housing (CHA), the local housing authority serving the City of Columbia is an autonomous agency, designated by Internal Revenue Service as a 509(a) tax-exempt public charity. Its mission is to meet the emerging affordable housing needs of low to moderate-income individuals and families in Columbia and Richland County while promoting self-reliance and improving their quality of life. Recently the housing authority also began administering operations for the Cayce Housing Authority.

The City of Columbia will continue to partner with Columbia Housing to provide safe, affordable housing. The City supports CHA's plan for homeownership education and counseling and the use of Section 8 vouchers for homeownership. CHA plans to increase homeownership with 8 more units located on the former Gonzales Gardens site. The City also supports the Housing Authority's use of Continuum of Care Supportive Housing Program funds for 15 units of permanent supportive housing for homeless persons.

Actions planned during the next year to address the needs to public housing

[STAFF WILL UPDATE]

Actions to encourage public housing residents to become more involved in management and participate in homeownership

Columbia Housing has an eleven (11) member Resident Advisory Board (RAB). One (1) RAB member is on the CHA Board of Commissioners. Additionally, CHA has a homeowner program that provides education, counseling and resources that connect residents to the home-buying process. The Housing Choice Voucher Program provides provision for Section 8 tenants to purchase a home with the use of their voucher. Total of 93 HCW families have purchased homes. The CHA was one of the first PHAs in the state to begin this program and it continues to be very successful.

If the PHA is designated as troubled, describe the manner in which financial assistance will be provided or other assistance

The CHA is not designated as troubled. Per review of HUD's Inventory Management System (IMS)/ PIH Information Center (PIC) public housing profile site at <https://pic.hud.gov/pic/haprofiles/haprofilelist.asp> the CHA is identified as a "Standard Performer".

Discussion

The City of Columbia is in partnership with CHA and continues to support its mutual effort of creating

affordable housing and opportunities for homeownership with financial and other assistance.

AP-65 Homeless and Other Special Needs Activities – 91.220(i)

Introduction

The City of Columbia plans to actively participate in the local Continuum of Care, Midlands Area Consortium for the Homeless (MACH) by attending monthly planning meetings and engaging in community discussions of addressing the needs and gaps in services for the homeless and those at risk of homelessness. The City will use General funds to provide financial assistance and case management to persons at risk of homelessness to maintain their housing stability or person who are currently experiencing homelessness to secure housing stability.

Describe the jurisdictions one-year goals and actions for reducing and ending homelessness including reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs

In program year 2020, the City projects to spend General Fund dollars for Homeless Services. The City established a full-time Homeless Coordinator position that focuses on homeless needs and other areas of service such as meals, case management, transportation, housing (to include shelter), intake or triage and employment.

Additionally, at this time the final budget has not been approved to support the Midlands Housing Alliance, Transitions or the Housing First Program with General Fund dollars in the FY 2020.

Addressing the emergency shelter and transitional housing needs of homeless persons

The United Way of the Midlands, Midlands Housing Alliance (Transitions) and Salvation Army operate the Inclement Weather Center (IWC) from November 1st through the end of March of each year. The IWC opens each day when the temperature reaches 40 degrees or below, or when other inclement weather factors affect the health and safety of the homeless. The facility was prepared to serve 180 adult men and women with additional costs available to supplement the beds to the 240-person maximum occupancy. Additionally, the city annually supports the Midlands Housing Alliance, Transitions and the Housing First Program with General Fund dollars. The City partners with the Midlands Housing Alliance-Transitions, a year-round facility that provides shelter for homeless at all stages including the chronically homeless with support services and case management to connect to resources that lead to permanent housing. This facility has a day center that meets the needs of mail, showers, computer and job search assistance.

Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were

recently homeless from becoming homeless again

Over the last seven years, the City has funded a Housing First Pilot Program model of permanent housing in cooperation with the University of South Carolina School of Medicine and the Columbia Housing Authority. These funds have provided 25 units per year or more of permanent housing and intensive supportive services to chronically homeless persons. These services reduce the need for emergency room care at local hospitals, improve the income potential of the clients served, and assist in the maintenance of housing stability.

Housing First outreach workers have provided services to over 600 homeless persons in the last 24 months. There is a continued need to provide ongoing supportive services for the chronic homeless as well as homeless experiencing homelessness due to economic or life changing circumstances.

Helping low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families and those who are: being discharged from publicly funded institutions and systems of care (such as health care facilities, mental health facilities, foster care and other youth facilities, and corrections programs and institutions); or, receiving assistance from public or private agencies that address housing, health, social services, employment, education, or youth needs.

United Way of the Midlands and Midlands Area Consortium for the homeless (MACH) offers homeless prevention services to help families stay in their current housing. MACH also helps individuals who are exiting institutions of care. MACH's mission has been to collaborate with local organizations and stakeholders to address homelessness in central South Carolina.

Since August 2017 the agencies in the MACH district have served over 1,300 in emergency shelters and 1,000 in transitional housing. As a district there are obstacles that hinder agencies from helping more individuals experiencing homelessness.

The City is addressing the unmet needs of the elderly by planning two (2) new affordable Senior Living facilities through the City's component unit. The process of assembling funding for these facilities are in process.

The Columbia Empowerment Zone broke ground in February 2018 on its new apartment complex in the 3700 block of North Main Street. The Veranda at North Main features 58 apartments. It is a three-story building with elevator access featuring 12 units at 50% of area medium income, 40 units at 60% area medium income and six at market rate. Five of the units have been designated as Americans with Disabilities Act-compliant while two of the units will be equipped for deaf or blind residents. Occupancy began in the Summer of the prior program year.

Discussion

Although the City of Columbia does not receive Emergency Solution grant funds, it does certify that the

service agencies that receive the funds are consistent with the City's Consolidated Plan. The following agencies have applied for ESG funding through the Governor's Office of Equal Opportunity (OEO) which administers the grant to help extremely low to low income individuals and families avoid becoming homeless and provide supportive services to help address social needs:

Homeless No More/The Family Shelter: Agency is requesting funds for its Shelter component. A case manager, also included in the grant, ensures homeless families are connected to support services as part of their successful transition to independent living.

Sistercare, Inc.: Agency is requesting funds for Emergency Shelter and for ServicePoint software licenses. The agency plans to serve battered women and their children with the ESG funds.

Midlands Housing Alliance, Inc./Transitions: Agency is requesting funds for Emergency Shelter; Street Outreach; Rapid Re-Housing; and Homeless Management Information System (HMIS) ServicePoint Software.

United Way of the Midlands: Agency is requesting funds for supporting the Homeless Management Information System (HMIS) software of the Midlands Area Consortium for the Homeless. HMIS is the federal required database to manage homeless housing and client case management. The United Way's ESG request supports staff managing HMIS and the Coordinated Entry System.

The Salvation Army of the Midlands: Agency is requesting funds for Rapid Re-housing and for Homeless Prevention. The Salvation Army of the Midlands will assist homeless individuals and families with access to permanent housing with Rapid Re-housing. They will also help individuals and families remain in their homes when facing eviction with the Homeless Prevention component.

Mental Illness Recovery Center, Inc. (MIRCI): Agency requesting funds for Street Outreach for unaccompanied youth. Support ongoing street outreach and gateway services linking homeless youth with community resources to meet their basic needs; address behavioral and physical healthcare; access housing; reach educational and employment goals; and overcome other barriers preventing transition to safe, stable housing.

Family Promise of the Midlands: Agency requesting funds for Case Management and Data entry personnel for HMIS and coordinated entry. Family Promise strives to meet the immediate need of homeless families in crisis by providing shelter, meals and case management for families. This is accomplished by partnering with local congregations and volunteers. Agency staff provide support services at their Day Center.

The Women's Shelter: Agency is requesting funds for shelter operations and service to women experiencing homelessness.

AP-70 HOPWA Goals– 91.220 (I)(3)

One year goals for the number of households to be provided housing through the use of HOPWA for:	
Short-term rent, mortgage, and utility assistance to prevent homelessness of the individual or family	1,700
Tenant-based rental assistance	60
Units provided in permanent housing facilities developed, leased, or operated with HOPWA funds	0
Units provided in transitional short-term housing facilities developed, leased, or operated with HOPWA funds	0
Total	1,760

AP-75 Barriers to affordable housing – 91.220(j)

Introduction:

With the rising pressure to create fair housing choice, which includes, Protected Choice, Actual Choice, and Quality Choice, the City of Columbia faces barriers and impediments such as unlawful discrimination or systematic bias in the effort to realize fair housing for all residents seeking housing. To ensure that all residents in the city are protected under state and local law, and to adhere with the Department of Housing and Urban Development (HUD) regulations on fair housing as required by HUD entitlement grants, the City of Columbia has taken steps to promote fair housing and to educate its leadership, staff, and residents on what HUD defines as fair housing and discrimination in housing. Further, the city has identified what steps it must take to overcome the barriers identified and what the consequences are for those who do not adhere to a policy of fair housing and non-discrimination.

The AI has identified five current barriers to fair housing choice. For each impediment, recommendations and outcome measures have been identified for activities that can help to alleviate these impediments moving forward. The current impediments to fair housing choice are:

1. The Zoning Ordinance and Land Use Regulations Constrain Housing Diversity.
2. The Aging Housing Stock Requires Increased Investment and Maintenance.
3. There is a Shortage of All Types of Residential Product.
4. A Majority of Renters are Cost Burdened.
5. There has been a Decline in The Amount of Non-Student Housing.

Actions it planned to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment

In FY 2020, staff will continue to utilize the information gained during the successful “Speak Out” sessions; quarterly conversations around Fair Housing which address each of the Impediments to Fair Housing and provide a platform for citizens and professionals to collaborate. The City created a “Fair Housing and Equal Access” Task Force, comprised of at least one member representing each of the Fair Housing Act protected classes. The Task Force will follow through on ideas generated during the Speak Out conversations and work towards eradicating each impediment to Fair Housing and Equal Access.

The City will take more steps in our planning and program development in order to establish incentives to encourage developers to construct affordable housing units, leverage public land and funding to develop affordable housing, incentivize development of multi-unit housing. We will also further evaluate ways to revise the zoning ordinance and land development regulations, promote infill and new residential redevelopment, and strengthen the rental housing regulations ordinance.

AP-85 Other Actions – 91.220(k)

Introduction:

Through the housing and special outreach programs of the Community Development Department, the City of Columbia seeks to meet the needs of the underserved. Specific actions and programs are described in the following queries.

Actions planned to address obstacles to meeting underserved needs

By participating in the Midlands Area Consortium for the Homeless (MACH), City staff is engaged in setting priorities and planning for the needs of the homeless in Columbia. Through the City's Housing First program, chronically homeless persons continue to obtain permanent housing and supportive services to maintain housing stability. The City's Affordable Housing Loan Program provides low-down payment, no PMI and low interest rate loans to qualified applicants for a home loan. The "Bank On" Columbia program offers opportunity for unbanked and under-banked individuals to receive budget and financial literacy classes to access mainstream banking services. The Individual Development Account (IDA) Program was established to meet the needs of low-moderate income persons that struggle with personal asset building. The IDA's are savings accounts that can be used only for purchasing a first home, capitalizing a small business, or for educational or job training expenses. Accounts are held at local financial institutions. Contributions by lower income participants are matched using both private and public sources to develop financial independence.

Actions planned to foster and maintain affordable housing

The City of Columbia will continue to target households whose incomes are at 80% or below of the area median income. The housing market analysis and needs assessment identified housing needs and problems for persons with extremely low incomes, very low incomes and low incomes. The City has prioritized the use of available funds relying on the recommendations of the Affordable Housing Task Force. The City will continue to fund the City Lender I and City Lender II programs that provide low interest loans to homebuyers. City Housing staff are certified Homeownership and Credit Counselors. To better serve the community, the CD Housing staff has implemented a new automated underwriting system for loan applications.

The Columbia Community Development and Housing Programs are designed to implement various housing assistance strategies that include rehabilitation and down payment assistance. The City's community and neighborhood development activities are designed to:

- Assist with neighborhood improvement projects
- Assist homeowners, including elderly and disabled
- Provide housing rehabilitation
- Help low to moderate-income residents acquire needed information, knowledge and skills

- Provision of public services

The City's community and neighborhood development activities are designed to assist with neighborhood improvement projects, provide public services, help low- to moderate-income residents acquire needed information, knowledge and skills to build their capacity, and enhance the provision of public services.

- Housing and neighborhood improvement needs and activities are described within the 2020-2024 Consolidated Plan Strategic Plan section.
- Provide HOME and CHDO funding to a non-profit organization designated as a Community Housing Development Organization (CHDO) to undertake an eligible HOME activity.
- Housing assistance for AIDS victims in Calhoun, Fairfield, Kershaw, Lexington, Richland and Saluda Counties in support of the HOPWA Program.
- Assistance to the homeless is provided through the ESG Program and various federally-funded SHP Programs through the Continuum of Care.

Actions planned to reduce lead-based paint hazards

The City of Columbia's Community Development Department has procured a certified Lead-Based Paint Consultant to ensure that the Housing Division maintains full compliance with Title X of the 1992 Housing and Community Development Act (24 CFR Part 35) on all housing units assisted with CDBG, HOME or HOPWA funding. The intent of the Federal regulation is to identify and address lead-based paint hazards before children are exposed. The City requires evaluation for lead-based paint hazards of all housing units constructed before 1978 that are slated for repairs which may disturb any painted surfaces. If lead paint hazards are found during an evaluation, they are addressed through HUD approved interim control or abatement protocol. In particular, the City will comply with EPA regulations regarding the use of certified firms for the painting and/or rehabilitation of housing. Prior to any project receiving funds, City staff will conduct an environmental review and determine if a lead-based paint hazard exists. The City also distributes and maintains documentation of all required information for homes built before 1978, including the EPA Lead-based Pamphlet, Notification of Lead Hazard Evaluation, and notification of Lead Hazard Reduction.

Actions planned to reduce the number of poverty-level families

According to the most recent Census data source for 2018, there are 24 of 40 (60%) census tracts in the City of Columbia that have more than 20% of the population living in poverty. The poverty rate for the City of Columbia is 22.5%.

The Community Development Department addresses the problem of poverty through its strategic goals. Through a holistic approach that combines safe, decent affordable housing for low to moderate income families with social services, education, access to health and employment, the City strives to reduce the poverty rate. The City, as lead agency in the implementation of the Consolidated Plan, will coordinate with

local organizations to ensure that goals are met. The City has partnered with the South Carolina Commission for Minority Affairs in the statewide collaboration to produce a strategic plan of action that reflects a political, social and economic climate that will ensure access and equity for members of the State's minority population. This process will ensure access and equity in education, healthcare, employment, business, wealth creation, etc. as means to forge new pathways to fight poverty in the City of Columbia and across the State of South Carolina.

Actions planned to develop institutional structure

The City of Columbia operates under a city manager-council form of government. The City Council consists of seven members, four elected from single-member districts and three at-large members (including the Mayor), for four-year terms. Under this structure, the City Council employs a city manager who is responsible for administrative oversight of all city departments over which Council has authority. However, there have been several public forums that intended to explore the possibility of the Strong-Mayor form of Government. The Community Development Department focuses on Grant Administration and Compliance, and Neighborhood Services and Community Programs, and Residential Housing Development. The Department's offices are located at 1401 Main St., 4th Floor in downtown Columbia. Columbia City Council has developed five goals and seven focus areas of a vision that will lead us to truly becoming the city we want to be, not just today but for the next 20 years. Envision Columbia is a concept planned to guide the City of Columbia to becoming the World Class City intentionally.

The Vision Statement and goals are:

- GOAL 1 - Grow opportunities for entrepreneurship, business development and a skilled workforce to achieve a healthy economy
- GOAL 2 – Connect the City's neighborhoods and business districts through cohesive land use, infrastructure development, and transportation planning
- GOAL 3 – Foster a healthy quality of life focusing on safety, culture, and recreation
- GOAL 4 – Collaborate and partner with entities within the Midlands region to become the state's prime destination for residents, visitors, and businesses
- GOAL 5 – Provide high quality municipal services, efficiently, effectively, and responsively

Actions planned to enhance coordination between public and private housing and social service agencies

The City of Columbia has strong intergovernmental cooperation with agencies. The City coordinates with Richland and Lexington Counties, Columbia Housing (PHA), local municipalities and neighboring jurisdictions on matters related to housing, economic and community development. Collaboration is ongoing with community stakeholders and partners including neighborhood associations, non-profit agencies and service providers, state and federal agencies, the Faith-based community, Universities and Colleges, Richland 1 School District, and Health Institutions.

To further strengthen coordination between public and private housing and social agencies, the City has developed the vision statement #ENVISIONCOLUMBIA with seven (7) focus areas:

- ATTRACTING & RETAINING TALENT
- PLANNING TOGETHER
- CONNECTING OUR COMMUNITY
- EMPOWERING OUR RESIDENTS
- ECONOMIC PROSPERITY-ENDLESS POSSIBILITIES
- ENHANCING COLUMBIA'S NEIGHBORHOODS
- LEADING THE WAY IN INNOVATIVE & HIGH-QUALITY MUNICIPAL SERVICES

The city will engage a professional consultant to provide technical assistance services and programs related to community and economic development projects. The consultant will exercise a multi-disciplined approach to economic and community development projects through their expertise in real estate, industrial financing, bonding, syndications, federal and state funding mechanisms and private sector placement.

The focus of this partnership will be to assist the City of Columbia with matching economic development financing needs with the best and most feasible capital resources. The consultant will work with the City to obtain private funding for projects by arranging meetings with private financial institutions similar to the functions performed by an investment banker or a mortgage broker.

The sole purpose of this partnership is linking public and private sectors to create economic and housing development projects. In its catalyst role, the consultant's primary objectives are job creation, business development and construction and/or rehabilitation of housing units. These are common objectives of the City and the federal and state programs with which it partners.

Relationships are key to the success of housing, economic and community development efforts within the City of Columbia. Community Development staff meets quarterly with staff from Richland County, Lexington County, Columbia Housing Authority and United Way of the Midlands to discuss development opportunities and regional cooperation.

Program Specific Requirements

AP-90 Program Specific Requirements – 91.220(l)(1,2,4)

Introduction:

The following items provide responses for additional regulatory requirements for the CDBG, HOME & HOPWA programs.

Community Development Block Grant Program (CDBG)

Reference 24 CFR 91.220(l)(1)

Projects planned with all CDBG funds expected to be available during the year are identified in the Projects Table. The following identifies program income that is available for use that is included in projects to be carried out.

1. The total amount of program income that will have been received before the start of the next program year and that has not yet been reprogrammed	0
2. The amount of proceeds from section 108 loan guarantees that will be used during the year to address the priority needs and specific objectives identified in the grantee's strategic plan.	0
3. The amount of surplus funds from urban renewal settlements	0
4. The amount of any grant funds returned to the line of credit for which the planned use has not been included in a prior statement or plan	0
5. The amount of income from float-funded activities	0
Total Program Income:	0

Other CDBG Requirements

1. The amount of urgent need activities	0
2. The estimated percentage of CDBG funds that will be used for activities that benefit persons of low and moderate income. Overall Benefit - A consecutive period of one, two or three years may be used to determine that a minimum overall benefit of 70% of CDBG funds is used to benefit persons of low and moderate income. Specify the years covered that include this Annual Action Plan.	95.00%

**HOME Investment Partnership Program (HOME)
Reference 24 CFR 91.220(l)(2)**

1. A description of other forms of investment being used beyond those identified in Section 92.205 is as follows:

No other forms of investments.

2. A description of the guidelines that will be used for resale or recapture of HOME funds when used for homebuyer activities as required in 92.254, is as follows:

The City of Columbia specifies that in its homebuyer program, a written agreement with the homebuyer will stipulate the recapture provision, which is that in the event the home funded with HOME dollars is sold prior to the end of the affordability period, all of the HOME dollars available for recapture, i.e. net proceeds, are returned to the City of Columbia by the homeowner. Specifically, the City of Columbia will utilize the recapture provision specified in 92.254(a)(5)(ii)(A)(1) Recapture entire amount.

Guidelines for the homebuyer program will be communicated to potential homebuyers during homebuyer counseling sessions and in the City's program marketing materials. These guidelines include the execution of a written agreement between the City of Columbia and the homebuyer that, among other things, specifies the length of the affordability period associated with the HOME assistance and the conditions under which the recapture provision would be triggered. The City of Columbia will specify the start and end dates of the affordability period. The affordability period begins after all title transfer requirements have been performed, the project complies with HOME requirements (including property standards), and project completion information has been entered into HUD's IDIS.

The City will adopt the HOME rule affordability period requirements as its program requirement. The term of the affordability period for the project is based on the amount of total HOME funds assistance that the homebuyer receives to purchase the home.

This assistance could be directly, in the form of down-payment assistance, a first or second mortgage, or indirectly, such as through the sale of the home to the buyer at less than fair market value.

3. A description of the guidelines for resale or recapture that ensures the affordability of units acquired with HOME funds? See 24 CFR 92.254(a)(4) are as follows:

The City of Columbia places a 30-year deed restriction on rental developments (acquisition and new construction) when HOME funds are invested in the project. Typically, only HOME funds are utilized for rental projects; CDBG or other funds are rarely used.

The City of Columbia specifies that in its homebuyer program, a written agreement with the homebuyer will stipulate the recapture provision, which is that in the event the home funded with HOME dollars is sold prior to the end of the affordability period, all of the HOME dollars available for recapture, i.e. net proceeds, are returned to the City of Columbia by the homeowner. Specifically, the City of Columbia will utilize the recapture provision specified in 92.254(a)(5)(ii)(A)(1) Recapture entire amount.

Guidelines for the homebuyer program will be communicated to potential homebuyers during homebuyer counseling sessions and in the City's program marketing materials. These guidelines include the execution of a written agreement between the City of Columbia and the homebuyer that, among other things, specifies the length of the affordability period associated with the HOME assistance and the conditions under which the recapture provision would be triggered. The City of Columbia will specify the start and end dates of the affordability period. The affordability period begins after all title transfer requirements have been performed, the project complies with HOME requirements (including property standards), and project completion information has been entered into HUD's IDIS.

The City will adopt the HOME rule affordability period requirements as its program requirement. The term of the affordability period for the project is based on the amount of total HOME funds assistance that the homebuyer receives to purchase the home.

This assistance could be directly, in the form of down-payment assistance, a first or second mortgage, or indirectly, such as through the sale of the home to the buyer at less than fair market value.

- If the homebuyer receives less than \$15,000, the period of affordability is 5 years;
- If the homebuyer receives \$15,000 to \$40,000, the period of affordability is 10 years;
- If the homebuyer receives more than \$40,000 in assistance, the period of affordability is 15 years.

The recapture provision will be triggered if during the affordability period, the homebuyer no longer occupies the HOME-assisted home as his/her principal residence, either voluntarily (through a sale) or involuntarily (through foreclosure).

The City of Columbia will calculate net proceeds from the subsequent sale of the home as sales price minus any superior loan repayment (other than HOME funds) and any closing costs. If the net proceeds from the sale of the home are insufficient to repay the entire amount of the HOME assistance, the amount recaptured is limited to the amount of the net proceeds. Once the net proceeds have been used to repay the entire amount to the City of Columbia (HOME investment), and the homeowner's investment, any additional funds may remain with the homeowner.

A mortgage and note are recorded for each homebuyer, as well as a separate written agreement, to enforce homebuyer compliance with the recapture provision. The servicer of the homebuyer loans

notifies the City when there is a request for change of address or change in type of insurance to non-owner.

4. Plans for using HOME funds to refinance existing debt secured by multifamily housing that is rehabilitated with HOME funds along with a description of the refinancing guidelines required that will be used under 24 CFR 92.206(b), are as follows:

The City of Columbia does not use HOME funds to refinance existing debt secured by multifamily housing that is rehabilitated with HOME funds along with a description of the refinancing guidelines required that will be used under 24 CFR 92.206(b)

Housing Opportunity for Persons With AIDS (HOPWA)
Reference 24 CFR 91.220(l) (5)

The City of Columbia specified one-year goals for the number of households to be provided housing through the use of HOPWA activities for: short-term rent, mortgage, and utility assistance payments to prevent homelessness of the individual or family; tenant-based rental assistance; and units provided in housing facilities that are being developed, leased, or operated with HOPWA funds. A Request for Application (RFA) process is used to select eligible project sponsors. A notice to solicit applications is posted in the local newspaper with regional circulation, on the City Website and is emailed to all current and past Sponsors. Additionally, it is sent to Midlands Area Consortium for Homelessness and United Way of the Midlands list serve for distribution. All grassroots, faith-based and community organizations have access to this information.

Appendix - Alternate/Local Data Sources

1	Data Source Name 2006-2010 ACS, 2013-2017 ACS List the name of the organization or individual who originated the data set. US Census Bureau Provide a brief summary of the data set. The American Community Survey (ACS) is an ongoing survey that provides data every year -- giving communities the current information they need to plan investments and services. Information from the survey generates data that help determine how more than \$400 billion in federal and state funds are distributed each year. The ACS is accessed through the American FactFinder website, which provides data about the United States, Puerto Rico and the Island Areas. What was the purpose for developing this data set? Information from the ACS help determine how more than \$400 billion in federal and state funds are distributed each year to help communities, state governments, and federal programs. How comprehensive is the coverage of this administrative data? Is data collection concentrated in one geographic area or among a certain population? Columbia, SC What time period (provide the year, and optionally month, or month and day) is covered by this data set? 2006-2010 ACS, 2013-2017 ACS 5-Year Estimates What is the status of the data set (complete, in progress, or planned)? Complete
2	Data Source Name 2012-2016 CHAS List the name of the organization or individual who originated the data set. US Census Bureau, American Community Survey (ACS) and U.S. Department of Housing and Urban Development (HUD) Provide a brief summary of the data set. Each year, the U.S. Department of Housing and Urban Development (HUD) receives custom tabulations of American Community Survey (ACS) data from the U.S. Census Bureau. These data, known as the "CHAS" data (Comprehensive Housing Affordability Strategy), demonstrate the extent of housing problems and housing needs, particularly for low income households. What was the purpose for developing this data set? The CHAS data are used by local governments to plan how to spend HUD funds, and may also be used by HUD to distribute grant funds.

	How comprehensive is the coverage of this administrative data? Is data collection concentrated in one geographic area or among a certain population? Columbia, SC
	What time period (provide the year, and optionally month, or month and day) is covered by this data set? 2012-2016 CHAS
	What is the status of the data set (complete, in progress, or planned)? Complete
3	Data Source Name 2013-2017 ACS 5-Yr Estimates
	List the name of the organization or individual who originated the data set. US Census Bureau
	Provide a brief summary of the data set. The American Community Survey (ACS) is an ongoing survey that provides data every year -- giving communities the current information they need to plan investments and services. Information from the survey generates data that help determine how more than \$400 billion in federal and state funds are distributed each year. The ACS is accessed through the American FactFinder website, which provides data about the United States, Puerto Rico and the Island Areas.
	What was the purpose for developing this data set? Information from the ACS help determine how more than \$400 billion in federal and state funds are distributed each year to help communities, state governments, and federal programs.
	How comprehensive is the coverage of this administrative data? Is data collection concentrated in one geographic area or among a certain population? Columbia, SC
	What time period (provide the year, and optionally month, or month and day) is covered by this data set? 2013-2017 ACS 5-Year Estimates
	What is the status of the data set (complete, in progress, or planned)? Complete
4	Data Source Name 2013-2017 ACS (Workers), 2017 LEHD (Jobs)
	List the name of the organization or individual who originated the data set. 2013-2017 ACS and 2017 Longitudinal Employee-Household Dynamics: United States Census Bureau

	Provide a brief summary of the data set. The American Community Survey (ACS) is an ongoing survey that provides data every year -- giving communities the current information they need to plan investments and services. Information from the survey generates data that help determine how more than \$400 billion in federal and state funds are distributed each year. The ACS is accessed through the American FactFinder website, which provides data about the United States, Puerto Rico and the Island Areas. The Longitudinal Employer-Household Dynamics (LEHD) program is part of the Center for Economic Studies at the U.S. Census Bureau. The LEHD program produces new, cost effective, public-use information combining federal, state and Census Bureau data on employers and employees under the Local Employment Dynamics (LED) Partnership. What was the purpose for developing this data set? ACS: Information from the ACS help determine how more than \$400 billion in federal and state funds are distributed each year to help communities, state governments, and federal programs. LEHD: Information from the LEHD help state and local authorities who increasingly need detailed local information about their economies to make informed decisions. The LEHD Partnership works to fill critical data gaps and provide indicators needed by state and local authorities. LEHD's mission is to provide new dynamic information on workers, employers, and jobs with state-of-the-art confidentiality protections and no additional data collection burden. How comprehensive is the coverage of this administrative data? Is data collection concentrated in one geographic area or among a certain population? Columbia, SC What time period (provide the year, and optionally month, or month and day) is covered by this data set? 2013-2017 ACS (Workers), 2017 LEHD (Jobs) What is the status of the data set (complete, in progress, or planned)? Complete
5	Data Source Name HUD 2019 FMR and HOME Rents List the name of the organization or individual who originated the data set. US Department of Housing and Urban Development (HUD)

	Provide a brief summary of the data set. Fair Market Rents (FMRs) are set by HUD and used to determine payment standard amounts for HUD Programs. HUD annually estimates FMRs for the Office of Management and Budget (OMB) defined metropolitan areas, some HUD defined subdivisions of OMB metropolitan areas and each nonmetropolitan county. HOME Rents Limits are based on FMRs published by HUD. HOME Rent Limits are set to determine the rent in HOME-assisted rental units and are applicable to new HOME leases. What was the purpose for developing this data set? Fair Market Rents (FMRs) are used to determine payment standard amounts for HUD Programs. HOME Rent Limits are the maximum amount that may be charged for rent in HOME-assisted rental units and are applicable to new HOME leases. How comprehensive is the coverage of this administrative data? Is data collection concentrated in one geographic area or among a certain population? Columbia, SC HUD Metro FMR Area What time period (provide the year, and optionally month, or month and day) is covered by this data set? 2019 What is the status of the data set (complete, in progress, or planned)? Complete
6	Data Source Name 2019 Housing Inventory Count List the name of the organization or individual who originated the data set. US Department of Housing and Urban Development (HUD), Columbia/Midlands COC SC-502 Provide a brief summary of the data set. The Housing Inventory Count Reports provide a snapshot of a CoC's HIC, an inventory of housing conducted annually during the last ten days in January, and are available at the national and state level, as well as for each CoC. The reports tally the number of beds and units available on the night designated for the count by program type, and include beds dedicated to serve persons who are homeless as well as persons in Permanent Supportive Housing. What was the purpose for developing this data set? HIC provides the inventory of housing conducted annually during the last ten days in January. The reports tally the number of beds and units available on the night designated for the count by program type, and include beds dedicated to serve persons who are homeless. How comprehensive is the coverage of this administrative data? Is data collection concentrated in one geographic area or among a certain population? COC

	What time period (provide the year, and optionally month, or month and day) is covered by this data set? 2019
	What is the status of the data set (complete, in progress, or planned)? Complete
7	Data Source Name Bureau of Labor Statistics
	List the name of the organization or individual who originated the data set. Bureau of Labor Statistics (BLS)
	Provide a brief summary of the data set. BLS unemployment rates are from the BLS Local Area Unemployment Statistics (LAUS). This program produces monthly and annual employment, unemployment, and labor force data for Census regions and divisions, States, counties, metropolitan areas, and many cities, by place of residence.
	What was the purpose for developing this data set? The purpose of the BLS data is to collect, analyze, and disseminate essential economic information to support public and private decision making.
	How comprehensive is the coverage of this administrative data? Is data collection concentrated in one geographic area or among a certain population? Columbia, SC
	What time period (provide the year, and optionally month, or month and day) is covered by this data set? 2019
	What is the status of the data set (complete, in progress, or planned)? Complete
8	Data Source Name PIC (PIH Information Center)
	List the name of the organization or individual who originated the data set. US Department of Housing and Urban Development (HUD)
	Provide a brief summary of the data set. IMS/PIC is responsible for maintaining and gathering data about all of PIH's inventories of HAs, Developments, Buildings, Units, HA Officials, HUD Offices and Field Staff and IMS/PIC Users.
	What was the purpose for developing this data set? IMS/PIC is responsible for maintaining and gathering data about all of PIH's inventories of HAs, Developments, Buildings, Units, HA Officials, HUD Offices and Field Staff and IMS/PIC Users.

	How comprehensive is the coverage of this administrative data? Is data collection concentrated in one geographic area or among a certain population? Columbia, SC
	What time period (provide the year, and optionally month, or month and day) is covered by this data set? 2019
	What is the status of the data set (complete, in progress, or planned)? Complete
9	Data Source Name 2018 HOPWA CAPER Performance Data
	List the name of the organization or individual who originated the data set. The City of Columbia
	Provide a brief summary of the data set. 2018 HOPWA CAPER Performance Data is the actual goal accomplishments for the HOPWA program in the 2018 PY.
	What was the purpose for developing this data set? The CAPER is developed annually to show the 1-Year progress of HUD grantees towards the 5-Year Consolidated Plan.
	How comprehensive is the coverage of this administrative data? Is data collection concentrated in one geographic area or among a certain population? The City of Columbia
	What time period (provide the year, and optionally month, or month and day) is covered by this data set? 2018
	What is the status of the data set (complete, in progress, or planned)? Complete

Annual Action Plan
2020

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City of Columbia

2020 – 2024 Consolidated Plan

May 12th, 2020

City Council Presentation



Consolidated Plan Process/Requirements

Consolidated Plan

- HUD entitlement grant programs are administered through the Consolidated Plan (ConPlan)
 - Managed through HUD's Integrated Disbursement and Information System (IDIS) Online
- Helps grantees determine activities and organizations to fund in the coming years.
- Describes community needs, resources, priorities, and proposed activities to be undertaken under certain HUD program for the following five years.

Annual Action Plan

- The Annual Action Plan (AP) is submitted to HUD every year during the five-year ConPlan cycle.
- Describes the specific planned uses for HUD programs, and other program requirements.

ConPlan - Five Components

1. Needs Assessment
2. Housing Market Analysis
3. 5-Year Strategic Plan
4. Annual Action Plan
5. Citizen Participation

HUD 2020 Fund Allocation

Source	Amount	Program Income	Total
CDBG	\$1,040,310	\$550,000	\$1,590,310
HOME	\$636,992	\$250,000	\$886,992
HOPWA	\$1,517,489	\$190,988 (carryover funding)	\$1,708,477
Total	\$3,194,791	\$990,988	\$4,185,779

Community Development Block Grant (CDBG)

Flexible funding source that can be used for a variety of activities targeted towards low to moderate income individuals, households, and neighborhoods (80% Area Median Income and below).

Eligible uses include:

- Public Improvements (Streets, Sidewalks, Parks, Sewers, etc.)
- Public Facilities (Neighborhood centers, non-profit centers, homeless facilities)
- Rehabilitation of residential and non-residential buildings
- Acquisition of land or real property to be used for eligible purposes
- Economic Development Activities
- Public Services Including: healthcare, homeless services, literacy, youth services, senior services
- Planning and Administration



Home Investment Partnership Program (HOME)

Funds non-profit and private developers to create affordable homes for low- and moderate-income people (under 80% of Area Median Income).

Possible projects include:

- Multi-family apartment buildings
- Housing for people with special needs (homeless, developmental disabilities etc.)
- First-time Homebuyer assistance
- Housing Rehabilitation
- Rental Assistance (vouchers)
- Capacity building for local community housing development organizations



Housing Opportunities for Persons With AIDS (HOPWA)

The HOPWA program provides funding to:

- Housing (acquisition; rehabilitation; or new construction of housing units; rental assistance, etc)
- Social services
- Program planning
- Development costs

An essential component in providing housing assistance for this targeted special needs population is the coordination and delivery of support services.



Priority Needs & Goals

Expand & Improve Public Infrastructure & Facilities	1A Expand Public Infrastructure 1B Improve Public Infrastructure Capacity 1C Improve Access to Public Facilities
Preserve & Develop Affordable Housing	2A Increase Homeownership Opportunities 2B Increase Affordable Rental Housing Opportunities 2C Provide Code Enforcement in LMI Neighborhoods 2D Provide Removal of Slum & Blight in Residential 2E Provide for Owner Occupied Housing Rehab
Public Services & Quality of Life Improvements	3A Provide Supportive Services for Special Needs 3B Provide Vital Services for LMI Households
Housing & Supportive Services for Persons HIV/AIDS	4A Provide Housing Opportunities Persons HIV/AIDS 4B Provide Medical & Support Services HIV/AIDS
Provide for Economic Opportunities	5A. Provide financial assistance to new and expanding businesses

Action Plan Projects - CDBG

Project Name and Proposed Activity	Funding
CDBG: Administration Community Development Department Admin	\$197,132
CDBG: Public Facilities & Infrastructure - Park Improvement Project at Hyatt Park - TS Martin Park	\$494,681
CDBG: Housing Programs - Housing Rehab Operations; - Maintenance Assistance Program; - City Lender/Down Payment Assistance Loan Program	\$550,000
CDBG: Public Services - LMI activities - Special Needs	\$168,750
CDBG: Economic Development - Office of Business Opportunities; - Commercial Redevelopment & Retention	\$200,000

Action Plan Projects - HOME

Project Name and Proposed Activity	Funding
HOME: Administration Planning and general admin	\$88,699
HOME: CHDO Reserves Ownership and/or rental development w/ eligible CHDOs	\$133,049
HOME: Owner Occupied Rehab Substantial owner-occupied housing rehab	\$266,098
HOME: City Lender Program Homeownership housing finance	\$133,049
HOME: Non-CHDO Development Activities Rental and/or homeownership development activities	\$266,098

Action Plan Projects - HOPWA

Project Name and Proposed Activity	Funding
HOPWA: Administration (3%)	\$45,525
HOPWA: Resource ID	\$5,000
HOPWA: Columbia PHA	\$597,825
HOPWA: Palmetto AIDS Life Support	\$329,553
HOPWA: The Cooperative Ministries	\$176,371
HOPWA: Upper Savannah Care Consortium	\$25,000
HOPWA: Midlands Housing Alliance Transitions	\$21,390
HOPWA: USC Dept. of Medicine	\$400,797
HOPWA: Permanent Housing	\$107,016

Citizen Participation – Survey Responses

Community Survey (50 responses):	Stakeholder Survey (33 community organizations responded):
Public Improvements • Sidewalks • Water/Sewer & Stormwater Improvements • Street Improvements Economic Development • Small Business Assistance • Public Transportation • Job Creation & Retention Affordable Housing • New Affordable Rental & Homeowner Housing • Rental & Owner-Occupied Housing Rehab • Energy Efficient Improvements • Down Payment Assistance	• Creation of affordable housing and homebuyer assistance. • Public services such as employment training, crime prevention and vital services for the special needs population. • Homeowner and renter housing rehabilitation. • Public facilities and infrastructure improvements. • Economic development

*Survey responses as of April 3, 2020

Needs Assessment – City Demographics

Table: Demographics – 2010 to 2017

	Base Year: 2010	2017	% Change
Population	127,605	132,236	4%
Households	46,575	46,098	-1%
Median Income	\$38,272	\$43,650	14%

Table: Population – 2010 to 2017

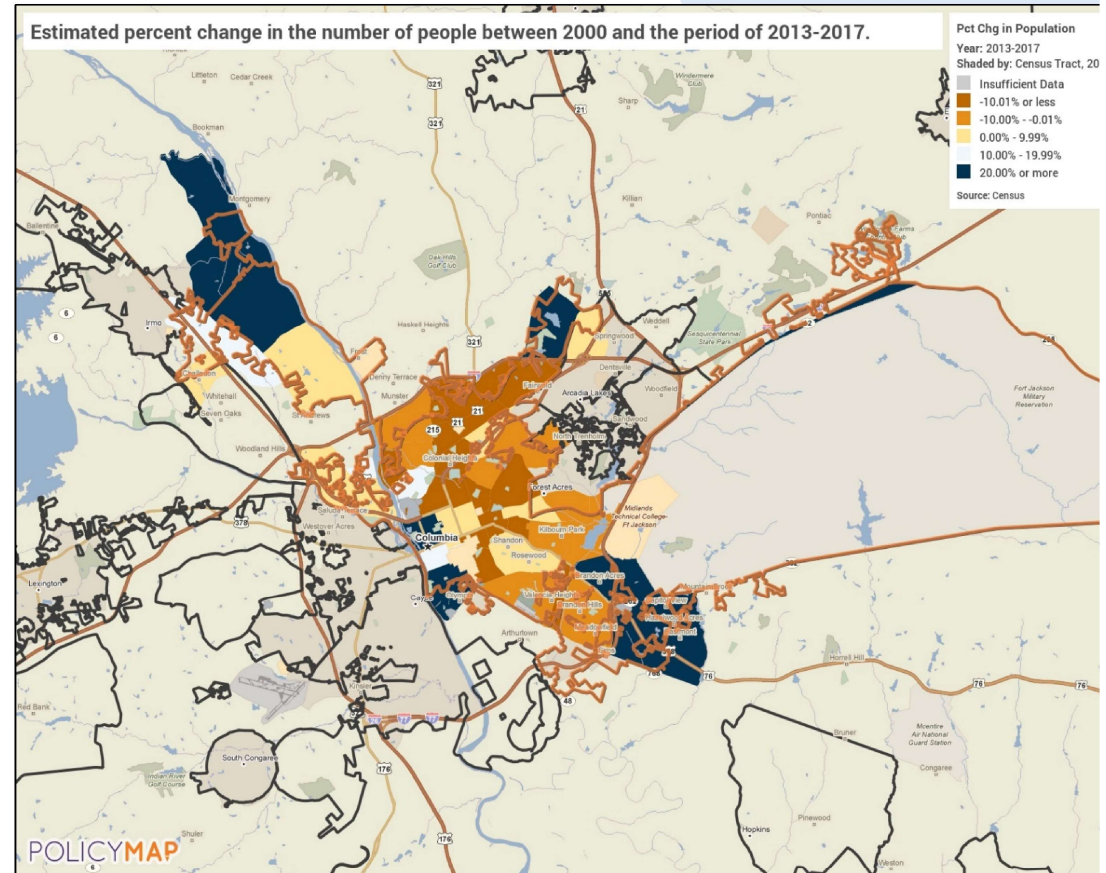
	2010	2017	% Change
Columbia	127,605	132,236	4%
State of South Carolina	4,511,428	4,893,444	8.5%

Table: Housing Costs – 2010 to 2017

	2010	2017	% Change
Median Home Value	\$156,100	\$168,800	8.1%
Median Rent	\$742	\$878	18.3%

• Cost burden:

- Over 55% of renters pay more than 30% of their income to housing costs.
- Over 21% of homeowners are cost burden.



Population Change since 2000

Source: 2013-2017 ACS via PolicyMap

Needs Assessment – LMI Areas

Table: Poverty Rate – 2000 to 2017

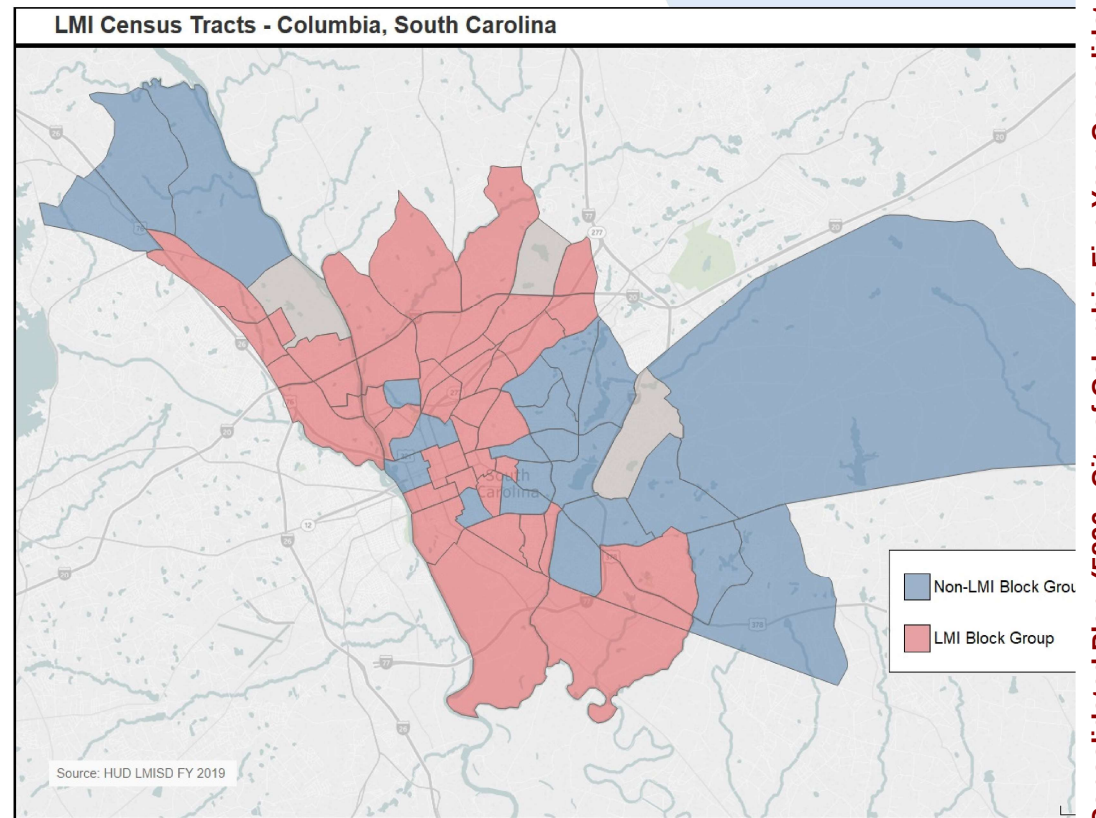
	Poverty Rate - 2000	Poverty Rate - 2017	Change in Poverty Rate
Columbia	22.1%	22.3%	+0.2%
South Carolina	14.1%	16.6%	+2.5%

Source: 2000 Decennial Census and 2013-2017 American Community Survey

- Poverty Line for family of 4 is \$25,100 (2018)

Low to Moderate Income (LMI)

- LMI = Less than 80% of area median income
- Columbia Median income = \$43,650
- LMI in Columbia = Less than \$34,920 (approx.)



Low to Moderate Income Tracts

Source: HUD LMISC FY2019

Next Steps

- Public Comment Period: April 3rd-May 4th
- City Council Public Hearing & Approval: May 12th
- HUD Submission Date: May 15th
- 2020 Program Year Start Date: July 1st
- The 2020-2024 DRAFT 5-Year Consolidated Plan and 2020-2021 Annual Action Plan can be found at www.columbiasc.gov/community-development/federal-entitlement

Questions or Comments



By mail:
Community Development Department
1401 Main Street, 4th Floor
Columbia, South Carolina 29201

By Phone: (803) 545-3373

By email: CommunityDevelopment@ColumbiaSC.gov



We Are Columbia

MEETING DATE: May 12, 2020

DEPARTMENT: City Clerk

FROM: *Erika Hammond, City Clerk*

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

**FUNDING SOURCE &
ORIGINAL BUDGET:**

PURPOSE:

CARES Act Funding COVID-19 Relief Briefing - Ms. Gloria Saeed, Community Development Director

Guidelines for Greenways and Open Spaces - Mr. Henry Simons, Assistant City Manager for Operations

ATTACHMENTS:

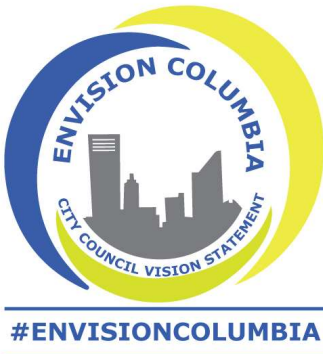
- CD CARES Act Briefing (PDF)



City of Columbia

City Council Meeting

Community Development Block Grant –Coronavirus
Funding Update
May 12, 2020



Coronavirus Aid, Relief, and Economic Security (CARES) A

Overall CAREs Act Funding

- Community Development Block Grant Program - \$5 billion
 - First round consists of \$2 Billion in CDBG-CV funding
 - Additional CDBG funding for the City of Columbia: **\$611,921**
- Housing Opportunities for Persons with Aids
 - Additional HOPWA funding for the City of Columbia **\$220, 838**

Use of Funds:

- *Address the coronavirus*
 - Prevent
 - Prepare for
 - Respond to

Examples of Eligible Uses

CDBG-CV

- Buildings and Improvement, Including Public Facilities
 - Construct a facility for testing, diagnosis, or treatment
 - Rehabilitate a community facility to establish an infectious disease treatment clinic.
 - Acquire and rehabilitate, or construct, a group living facility that may be used to centralize patients undergoing treatment.
 - Rehabilitate a commercial building or closed school building to establish an infectious disease treatment clinic, e.g. by replacing the HVAC system.
 - Acquire, and quickly rehabilitate (if necessary) a motel or hotel building to expand capacity of hospitals to accommodate isolation of patients during recovery.
 - Make interim improvements to private properties to enable an individual patient to remain quarantined on a temporary basis.
- Assistance to Businesses, including Special Economic Development Assistance
 - Provide grants or loans to support new businesses or business expansion to create jobs and manufacture medical supplies necessary to respond to infectious disease.

Examples of Eligible Uses

- Avoid job loss caused by business closures related to social distancing by providing short-term working capital assistance to small businesses to enable retention of jobs held by low-and moderate-income persons.
- Provide technical assistance, grants, loans, and other financial assistance to establish, stabilize, and expand microenterprises that provide medical, food delivery, cleaning, and other services to support home health and quarantine.
- Provision of New or Quantifiably Increased Public Services
 - Carry out job training to expand the pool of health care workers and technicians that are available to treat disease within a community.
 - Provide testing, diagnosis or other services at a fixed or mobile location.
 - Increase the capacity and availability of health services for infectious disease response within existing health facilities.
 - Provide equipment, supplies, and material necessary to carry-out a public service
 - Deliver meals on wheels to quarantined individuals or individuals that need to maintain social distancing due to medical vulnerabilities.

Examples of Eligible Uses

- Planning, Capacity Building, and Technical Assistance
 - Gather data and develop non-project specific emergency infections disease response plans.

HOPWA

- Housing payment assistance for rent, mortgage, or utilities payments to prevent the homelessness of the tenant or mortgagor of a dwelling may be provided for a period of up to 24 months instead of just 21 weeks.
- To protect persons who are living with HIV/AIDS, funds may be used to self-isolate, quarantine, or to provide other coronavirus infection control services for household members not living with HIV/AIDS.
- Funds may also be used to provide relocation services, including providing lodging at hotels, motels, or other locations, for persons living with HIV/AIDS and household members not living with HIV/AIDS.
- Allowable administrative costs have been increased from 3% to 6% for grantees and from 7% to 10% for project sponsors.

Provisions Related to CDBG and HOPWA Allocation

- Extends the deadline for submission of the FY19 and FY20 ConPlan/Action Plans to **August 16, 2021**.
- Suspends the 15% cap on public services
 - Including FY19, FY20 and CARES Act CDBG funds
- **5-day** public comment period
- Suspends in-person public hearings
 - Allows grantees the option of holding virtual hearings.
- Allows HUD to waive further program requirements (except for requirements related to fair housing, nondiscrimination, labor standards, and the environment).

Proposed Timeline for Substantial Amendment

- Submit 5-Year Consolidated Plan and FY 2020-2021 Annual Action Plan—**May 15, 2020**
- Conduct a survey to help determine needs and priorities of CDBG-CV funds and HOPWA funds—**May 26, 2020**
- Develop programs for CDBG-CV funding—**June 30, 2020**
- Post Public Notice to allow for no fewer than 5-days for citizen comments— **July 6, 2020**
- Submit Substantial Amendment to HUD for approval—**July 15, 2020**
- HUD may take up to 45 days to review—**August 30, 2020**



Questions?



We Are Columbia

MEETING DATE: May 12, 2020

DEPARTMENT: Legal Department

FROM: *Shari Ardis, Legal Office Manager*

SUBJECT: Ordinance No.: 2020-048 Emergency Order to Extend the Temporary Closing of all Public Parks and Facilities to Protect the Health, Safety and Welfare of our Residents and Visitors

FUNDING SOURCE & ORIGINAL BUDGET:

FOCUS AREAS: Empowering Our Residents, Innovative & High Quality Municipal Services, Planning Together

ATTACHMENTS:

- 2020-048 extend temporary closing of parks and facilities (PDF)

ORDINANCE NO.: 2020-048*Emergency Order to Extend the Temporary Closing of all Public Parks and Facilities to
Protect the Health, Safety and Welfare of our Residents and Visitors*

WHEREAS, by Ordinance No.: 2020-029 enacted on March 17, 2020, the Mayor and City Council temporarily closed all public parks and facilities due to concerns regarding COVID-19; and,

WHEREAS, SARS-CoV-2 (the Coronavirus) the virus that causes the disease COVID-19 continues to be a serious public health concern; and,

WHEREAS, the Mayor and Council finds that it is still in the public interest of our citizens and visitors to take precautionary measures to prevent the continued spread of this virus by extending the temporarily closing all public parks and facilities to insure the health, safety and welfare of our residents and visitors; and,

WHEREAS, Sec. 2-86 of the Ordinances of the City of Columbia allows for the adoption of emergency ordinances on one reading without notice or hearing by affirmative two-thirds of the members present, and shall expire automatically on the 61st day following enactment; NOW, THEREFORE,

BE IT ORDAINED, by the Mayor and Council of the City of Columbia, South Carolina, this ____ day of _____, 2020 to extend the temporary closing and use of all City parks and facilities; and,

BE IT FURTHER ORDAINED that this emergency ordinance to extend the temporary closing of all parks and facilities shall be terminated by the issuance of another ordinance or shall automatically expire on the 61st day after enactment of this ordinance.

Requested by:

Mayor

Mayor

Approved by:

City Manager

Approved as to form:

ATTEST:

T. A. Knox

City Attorney

City Clerk

Introduced:

Final Reading:



We Are Columbia

MEETING DATE: May 12, 2020

DEPARTMENT: City Clerk

FROM: *Erika Hammond, City Clerk*

SUBJECT: Fiscal Year 2020/2021 Proposed Budget - Ms. Missy
Caughman, Budget & Program Management Director

**FUNDING SOURCE &
ORIGINAL BUDGET:**

ATTACHMENTS:

- FY 20-21 Budget Memo 3 Proposed Budget 5-8-2020 (PDF)
- FY 20-21 Proposed Budget 5-8-2020 (PDF)
- FY 2020-2021 Proposed CIP W WW SW (PDF)



We Are Columbia

Office of Budget & Program Management
1136 Washington Street, Ste. 504, Columbia, SC 29201 • Phone: 803-545-3146 • Fax: 803-545-3147

TO: Honorable Steve Benjamin, Mayor & Columbia City Council
Teresa Wilson, City Manager
Cc: Jeff Palen, CFO/Assistant City Manager
FROM: Missy Caughman, Budget & Program Management Director *MAC* **DATE:** May 7, 2020
RE: FY 2020/2021 Proposed Budget

The attached budget represents the City Manager's proposed budget for FY 2020/2021. Whereas we would normally have data to develop projections and make recommendations, limited information is available without knowing the full economic impact of COVID 19 as the situation continues to evolve. Yet we must recommend a budget that will guide us through the coming fiscal year or at least through the early fall.

The proposed budget and the impacts of COVID 19 vary by fund as the impacts on the economy vary by revenue sources. The greater the impact on the revenue, the greater the impact on programs and services provided by City Departments. We are continuing to monitor revenue collections where possible and seek input from other sources. The following are budget highlights by fund:

FY 20/21 Proposed Budget Process will focus on:

- Continuity of Operations
- Continuing to provide excellent day-to-day service to our community
- Fulfilling the City's financial obligations (debt service payments and other financial commitments)

General Fund

- The General Fund budget will require continued evaluation and we anticipate presenting an amended budget later in the year.
- Proposed Budget total \$138,339,841; a reduction of \$23,397,594; or 14.5% and is based on prior year (FY 18/19) actuals.
- As we monitor revenues in anticipation of amending the budget later this year, we will be revisiting department budgets and reevaluating programs in order to evaluate priorities and allocate funding accordingly. Until then, departments will maintain existing service levels where possible, but recognize that some services may need to be suspended.
- We are forecasting Business License revenues as a reduction based on anticipated impacts of COVID 19 – *may require additional adjustments later in the year.*
- Increase of \$2,000,000 in transfer from Water and Sewer.
- Reduction of \$925,000 in transfer from Hospitality Tax – *may require additional adjustments later in the year.*
- Transfer from Parking Fund retained at current year levels in the amount of \$500,000 - *may require additional adjustments later in the year.*
- Total Department budgets reflect FY 2018/2019 Actual expenditures less capital and are not based on requested or proposed FY 2020/2021 budgets.
- Continues Public Safety Recruitment and Retention efforts and Shotspotter services.
- Suspends Capital Lease Program for rolling stock and technology refresh.

Attachment: FY 20-21 Budget Memo 3 Proposed Budget 5-8-2020 (5927 : FY 2020/2021 Proposed Budget)



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Water and Sewer Fund

- Total Proposed Budget \$168,682,431; a decrease of \$2,263,021 or 1.3% from the current year Amended Budget and reflects a reduction in use of Fund Balance.
- No rate increase proposed.
- Total \$40,000,000 Capital Improvement Program
 - \$15,000,000 Water Improvements
 - \$25,000,000 Wastewater Improvements
 - Uses \$14,000,000 from system revenues and \$26,000,000 in bond proceeds
- Department budgets are as requested by the departments.
- Continues AMI project, utilizing more technology to deliver services and interactions with customers, providing more information to inform customers

Storm Water Fund

- Total Proposed Budget \$14,023,299; a decrease of \$346,800 or 2% from the current year Amended Budget. Reduction is from decrease in use of Fund Balance.
- No rate increase proposed
- Total \$20,000,000 Capital Improvement Program
- Department budgets are as requested by the departments.

Parking Fund

- Total Proposed Budget \$7,727,250; a decrease of \$250,132; 3%.
- Parking Revenues are impacted by business disruptions and the budget reflects a reduction for Street Parking Meters and Garages. Staff will continue to monitor collections and anticipate making additional adjustments when we amend the budget later this year.
- The proposed revenues are based on assumptions of returning to enforcement efforts of parking meters and resuming regularly monthly billings.
- The Total Department budgets reflect FY 2018/2019 Actual expenditures less capital and are not based on requested or proposed FY 2020/2021 budgets.

Hospitality Tax

- Total Proposed Budget \$7,165,777; a reduction of \$4,190,938; 36.9%.
- Reductions in Hospitality Tax revenues are based on uncertainty of the potential longer term impacts on the hospitality industry due to COVID 19.
- Debt Service for bonds issued on Hospitality Tax revenues must be funded and are budgeted based payment schedule in the amount of \$3,041,795.
- Reduction of \$925,000 in the transfer to the General Fund
- Remaining for allocation is \$1,348,982 and recommendations are based upon funding line item agencies and prior year commitments at a reduction of 60% from current year levels.
- The Hospitality Tax Committee has already been notified of suspended committee allocations until funding becomes available.



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- We will continue to monitor revenues and are prepared to amend the budget accordingly. While we are optimistic that revenues will improve, we are seeking to set budget levels at amounts that are realistic and in efforts to set expectations for funding limitations.

Accommodations Tax

- Total Proposed Budget of \$1,472,056; a reduction of \$1,228,847 or 46%
- Due to current and forecasted hotel occupancy rates, we are projecting significant reductions in Accommodations Tax Collections.
- The proposed budget reflects allocations based on the breakdown of uses set by state law. We have not made recommendations for specific allocations.

For both Hospitality Tax and Accommodations Tax, we will continue to monitor revenues and are prepared to amend the budget accordingly. While we are optimistic that revenues will improve, we are seeking to set budget levels at amounts that are realistic and in an effort to set expectations for funding limitations.

Budget Schedule

With the proposed budget, we are recommending to return to the original budget schedule as follows:

Last Council meeting before advertising	May 12
Budget Advertised	May 18
Public Hearing & First Reading	June 2
Second Reading	June 16

With the limited information have available, the attached reflects our best efforts in developing a budget amid an uncertain future. We remain confident that while our recovery may be slow, we will be stronger on the other side. If you have any questions, we will be prepared to discuss at your May 12th City Council meeting.

GENERAL FUND SUMMARY
FY 2020/2021

	9/2019; 3/2020					
	ACTUAL FY 18/19	AMENDED BUDGET FY 19/20	DEPT RQST FY 20/21	PROPOSED FY 20/21	Increase / (Decrease)	% Change
<u>REVENUE CATEGORIES</u>						
GENERAL PROPERTY TAX	57,333,994	59,015,129	60,567,400	57,333,994	(1,681,135)	-2
LICENSES AND PERMITS	40,379,287	42,163,401	39,649,451	38,379,287	(3,784,114)	-9
FROM OTHER AGENCIES	16,017,801	16,476,135	16,269,810	18,017,801	1,541,666	9
CURRENT SERVICE CHARGES	13,088,203	15,485,490	15,564,550	13,088,203	(2,397,287)	-15
FINES & FORFEITURES	677,587	1,062,800	675,000	677,587	(385,213)	-36
MISCELLANEOUS REVENUE	231,412	225,300	174,200	231,412	6,112	2
INTEREST ON INVESTMENT	289,662	197,500		289,662	92,162	46
RENTS & SALE OF PROPERTY	272,215	397,000	397,000	272,215	(124,785)	-31
TOTAL REVENUE	128,290,161	135,022,755	133,297,411	128,290,161	(6,732,594)	-5
<u>TRANSFERS IN</u>						
FROM OTHER FUNDS	3,936,805	90,000	-		(90,000)	-100
FROM ACCOMMODATIONS TAX	25,000	25,000	25,000	25,000	0	0.0
FROM HOSPITALITY TAX	3,700,000	2,775,000	3,700,000	2,775,000	0	0.0
FROM CAPITAL LEASE PROCEEDS		9,250,000	9,250,000		(9,250,000)	-100
FROM PARKING FUND	500,000	500,000	500,000	500,000	0	0.0
FROM WATER & SEWER	4,189,680	4,189,680	4,189,680	4,189,680	0	0.0
FROM WATER & SEWER - COVID 19 EMERGENCY RESPONSE		6,325,000		2,000,000	(4,325,000)	-68
FROM STORM WATER	560,000	560,000	560,000	560,000	0	0.0
FROM UN-APPROPRIATED SURPLUS	-	3,000,000	-	-	(3,000,000)	-100
TOTAL TRANSFERS IN	12,911,485	26,714,680	18,224,680	10,049,680	(16,665,000)	-62
TOTAL GENERAL FUND REV & TRANS	141,201,646	161,737,435	151,522,091	138,339,841	(23,397,594)	-14
<u>DEPARTMENTS</u>						
TOTAL DEPARTMENT	120,794,212	130,047,974	141,172,162	120,782,908	(9,265,066)	-7
<u>NON-DEPARTMENTAL & MISC.</u>						
COMMUNITY PROMOTIONS	201,017					
CAPITAL LEASE PURCHASE	3,619,290	5,420,797	5,508,754	5,508,754	87,957	1
SOLICITOR'S OFFICE	215,817	215,817	215,817	215,817	0	0.0
PUBLIC DEFENDER	100,000	138,000	138,000	138,000	0	0.0
HOMELESS SERVICES	999,903	1,000,000	1,000,000	1,000,000	0	0.0
ECONOMIC STABILIZATION - NON-PROFIT PROGRAM		500,000			(500,000)	-100
SENIOR RESOURCES EMERGENCY NUTRITION PROGRAM		250,000			(250,000)	-100
DETENTION CENTER PER DIEM	380,985	600,000	600,000	600,000	0	0.0
SPECIAL EMERGENCY RESERVE		3,150,000			(3,150,000)	-100
NON-DEPARTMENTAL & MISC.	23,361	40,000	40,000	40,000	0	0.0
OFFICE SPACE LEASE - 1225 LADY STREET	632,322	640,000	640,000	640,000	0	0.0
BAD DEBT/CASH OVER/SHORT/SALES TAX	8,705			-	0	#DIV
TOTAL NON-DEPARTMENTAL	6,181,400	11,954,614	8,142,571	8,142,571	(3,812,043)	-31
TOTAL EXPENDITURES	126,975,612	142,002,588	149,314,733	128,925,479	(13,077,109)	-9
<u>TRANSFERS OUT</u>						
TO INTERNAL SERVICE FUNDS	3,087,000	3,169,923	3,169,923	3,169,923	0	0.0
TO DEBT SERVICE	4,955,600	3,668,213	4,145,288	4,145,288	477,075	13
TO COMPONENT UNIT	1,614,151	1,661,711	1,753,348	1,614,151	(47,560)	-2
TO OTHER FUNDS	246,927			-	0	#DIV
TO SMALL BUSINESS PROGRAMS		1,500,000			(1,500,000)	-100
TO CAPITAL IMPROVEMENTS	416,426	485,000	485,000	485,000	0	0
TO CAPITAL REPLACEMENTS	-	9,250,000	-	-	(9,250,000)	-100
TOTAL TRANSFERS OUT	10,320,104	19,734,847	9,553,559	9,414,362	(10,320,485)	-52
TOTAL BUDGET	137,295,716	161,737,435	158,868,292	138,339,841	(23,397,594)	-14
TOTAL SURPLUS/(DEFICIT)	3,905,930	0	(7,346,201)	0		

Attachment: FY 20-21 Proposed Budget 5-8-2020 (5927 : FY 2020/2021 Proposed Budget)

WATER/SEWER OPERATING FUND SUMMARY

FY 2020/2021

	ACTUAL FY 18/19	3/20/2020 AMENDED BUDGET FY 19/20	DEPT RQST FY 20/21	Increase / (Decrease)	% Change
<u>REVENUE</u>					
WATER SALES	91,951,579	102,504,614	101,191,576		
SEWER SALES	54,326,690	57,287,368	62,386,428		
MISCELLANEOUS REVENUE	241	45,042	45,042		
FINES AND FORFEITURES	806,215	656,500	656,500		
TOTAL OPERATING REVENUES	147,084,725	160,493,524	164,279,546	3,786,022	2%
<u>NON-OPERATING REVENUE & TRANSFERS IN</u>					
INTEREST	7,381,337	3,964,600	4,240,557		
RENTS & USE OF PROPERTY	279,522	162,328	162,328		
FROM FUND BALANCE		6,325,000			
TOTAL NON-OPERATING REVENUES	7,660,859	10,451,928	4,402,885	(6,049,043)	-58%
TOTAL REVENUE & TRANSFERS IN	154,745,584	170,945,452	168,682,431	(2,263,021)	-1%
<u>EXPENDITURES</u>					
ADMINISTRATION	507,857	1,186,754	1,252,681	65,927	6%
CUSTOMER CARE CENTER	4,587,481	5,164,867	5,389,795	224,928	4%
FINANCE	1,551,971	2,089,810	2,085,662	(4,148)	0%
FIRE HYDRANT MAINTENANCE	543,293	626,617	639,756	13,139	2%
POLICE - CSO/PUBLIC SAFETY	1,054,314	1,427,539	1,372,396	(55,143)	-4%
PUBLIC WORKS-STREET REPAIR	983,834	1,625,964	1,768,737	142,773	9%
GENERAL SERVICES PUBLIC BLDGS.	1,818,153	2,393,145	2,473,890	80,745	3%
GIS MANAGEMENT	577,115	660,635	758,354	97,719	15%
UTILITIES	47,735,963	65,482,528	69,776,979	4,294,451	7%
ENGINEERING	11,543,661	12,727,389	14,419,202	1,691,813	13%
TOTAL OPERATING	70,903,642	93,385,248	99,937,452	6,552,204	7%
<u>Non-Operating Departments & Non-Departmental</u>					
ECONOMIC DEV DEPARTMENT	984,336	1,289,747	1,337,051	47,304	4%
TOTAL NON-OPERATING DEPARTMENTS	984,336	1,289,747	1,337,051	47,304	4%
DEBT SERVICE	24,026,729	37,525,517	41,946,034	4,420,517	12%
ECONOMIC DEV SPECIAL PROJECTS	53,500	78,500	78,500	0	0%
TECHNOLOGY REPLACEMENTS	7,495	1,000,000	1,000,000	0	0%
NON-DEPARTMENTAL	50,000	85,000	35,000	(50,000)	-59%
BAD DEBT	3,708,798	795,328	0	(795,328)	-100%
RESERVE	0	6,141,432	898,714	(5,242,718)	-85%
TOTAL NON-DEPARTMENTAL OPERATING	27,846,522	45,625,777	43,958,248	(1,667,529)	-4%
<u>TRANSFERS OUT</u>					
TO GENERAL FUND/INDIRECT COST ALLOCATION	4,189,680	4,189,680	4,189,680	0	0%
TO GENERAL FUND - COVID 19 EMERGENCY RESPONSE	0	6,325,000	2,000,000	(4,325,000)	-68%
TO WATER/SEWER CAPITAL IMP.	20,000,000	17,500,000	14,000,000	(3,500,000)	-20%
TO INTERNAL SERVICE FUNDS	2,991,635	2,630,000	3,260,000	630,000	24%
TOTAL TRANSFERS	27,181,315	30,644,680	23,449,680	(7,195,000)	-23%
TOTAL BUDGET	126,915,815	170,945,452	168,682,431	(2,263,021)	-1%
TOTAL SURPLUS/(DEFICIT)	0	0	0		

Attachment: FY 20-21 Proposed Budget 5-8-2020 (5927 : FY 2020/2021 Proposed Budget)

STORM WATER OPERATING SUMMARY
FY 2020/2021

	ACTUAL FY 18/19	BUDGET FY 19/20	PROPOSED FY 20/21	Increase / (Decrease)	% Change
<u>REVENUE</u>					
<u>Operating Revenue</u>					
STORM WATER FEE	13,625,800	13,988,299	13,988,299		
STORM WATER REVIEW	14,950	20,000	20,000		
STORM WATER INSPECTIONS	7,700	15,000	15,000		
TOTAL OPERATING REVENUES	13,648,450	14,023,299	14,023,299		
<u>Non-operating Revenue & Transfers</u>					
INTEREST & USE OF PROPERTY	966,169	346,800			
TRANSFER FROM STORM WATER IMPROVEMENTS	252,133				
TOTAL NON-OPERATING REVENUES	1,218,302	346,800	0	(346,800)	-100%
TOTAL REVENUES & TRANSFERS IN	14,866,752	14,370,099	14,023,299	(346,800)	-2%
<u>EXPENDITURES</u>					
<u>DEPARTMENTS</u>					
ENGINEERING	1,827,716	3,253,432	3,089,966		
PUBLIC WORKS	2,410,856	4,299,662	4,799,185		
TOTAL DEPARTMENTS	4,238,572	7,553,094	7,889,151	336,057	4%
<u>NON-DEPARTMENTAL EXPENSES</u>					
DEBT SERVICE	0	2,492,986	2,490,250		
BAD DEBT	4,040	0	0		
RESERVE	0	2,029,019	2,029,019		
TOTAL NON-DEPARTMENTAL	4,040	4,522,005	4,519,269	(2,736)	0%
<u>TRANSFERS OUT</u>					
TO GENERAL FUND/INDIRECT COST ALLOCATION	560,000	560,000	560,000		
TO STORM WATER CAPITAL PROJECTS	11,431,824	1,735,000	1,054,879		
TOTAL OTHER	11,991,824	2,295,000	1,614,879	(680,121)	-30%
TOTAL BUDGET	16,234,436	14,370,099	14,023,299	(346,800)	-2%
TOTAL SURPLUS/(DEFICIT)		0	0		

Attachment: FY 20-21 Proposed Budget 5-8-2020 (5927 : FY 2020/2021 Proposed Budget)

PARKING OPERATING FUND SUMMARY
FY 2020/2021

	ACTUAL FY 18/19	BUDGET FY 19/20	DEPT RQST FY 20/21	PROPOSED FY 20/21	Increase / (Decrease)	% Change
<u>OPERATING REVENUES</u>						
STREET PARKING METERS	3,056,122	3,100,000	2,480,000	2,480,000	(620,000)	
PARKING GARAGES	3,172,197	3,083,000	2,820,000	2,820,000	(263,000)	
PARKING LOTS	483,762	355,400	309,400	309,400	(46,000)	
MISCELLANEOUS REVENUE	15,132	11,750	11,750	11,750	0	
VALIDATIONS	38,526	10,000	45,000	45,000	35,000	
IN-OUT PARKING	70,715	70,000	63,000	63,000	(7,000)	
PARKING METER BAG FEE	177,430	185,000	166,500	166,500	(18,500)	
NON-MOVING VIOLATIONS	1,628,362	1,723,423	1,601,000	1,601,000	(122,423)	
TOTAL REVENUE	8,642,246	8,538,573	7,496,650	7,496,650	(1,041,923)	-12
<u>NON-OPERATING & TRANSFERS IN</u>						
INTEREST REVENUE	168,448	120,200	120,200	120,200	0	
RENTS & USE OF PROPERTY	111,560	103,400	110,400	110,400	7,000	
FROM FUND BALANCE	0	96,797	0	0	(96,797)	
TOTAL NON-OPERATING & TRANSFERS	280,008	320,397	230,600	230,600	(89,797)	-28
TOTAL REVENUES & TRANSFERS IN	8,922,254	8,858,970	7,727,250	7,727,250	(1,131,720)	-12
<u>EXPENDITURES</u>						
<u>Operating Departments</u>						
TOTAL OPERATING DEPARTMENTS	4,119,082	5,082,997	5,450,515	4,119,082	0	0
<u>Non-Departmental</u>						
DEPRECIATION		0	0	0		
DEBT SERVICE	2,722,799	2,706,959	2,711,776	2,711,776	(11,023)	
NON-DEPARTMENTAL/MISC.	215,483	5,000	5,000	0	(215,483)	
TECHNOLOGY REPLACEMENT	0	100,000	100,000	0	0	
BAD DEBT / YEAR END ACCRUALS	42,900	0	0	0	(42,900)	
RESERVE	0	72,014	72,014	4,392	4,392	
TOTAL NON-DEPARTMENTAL	2,981,182	2,883,973	2,888,790	2,716,168	(265,014)	-8
<u>TRANSFERS OUT</u>						
TO GENERAL FUND	500,000	500,000	500,000	500,000	0	
TO CAPITAL IMPROVEMENTS	0	0	0	0	0	
TO RISK MANAGEMENT					0	
TO INTERNAL SERVICES	377,118	392,000	392,000	392,000	14,882	
TO PURCHASING					0	
TOTAL TRANSFERS	877,118	892,000	892,000	892,000	14,882	1
TOTAL BUDGET	7,977,382	8,858,970	9,231,305	7,727,250	(250,132)	-3
TOTAL SURPLUS/(DEFICIT)	944,872	0	(1,504,055)	0		

Attachment: FY 20-21 Proposed Budget 5-8-2020 (5927 : FY 2020/2021 Proposed Budget)

HOSPITALITY TAX SUMMARY
FY 2020/2021

		12/3/19; 3/20/20					
	ACTUAL FY 16/17	ACTUAL FY 18/19	AMENDED BUDGET FY 19/20	REQUESTED FY 20/21	PROPOSED FY 20/21	DIFF Inc/(Dec)	CHANGE %
<u>REVENUES</u>							
HOSPITALITY TAX	11,489,497	11,759,577	11,138,972	12,088,572	7,100,777		
FINES & LATE FEES	67,453	87,384	40,000	60,264	40,000		
INTEREST	8,653	21,787		59,096	25,000		
TOTAL REVENUES	11,565,603	11,868,748	11,178,972	12,207,932	7,165,777	(4,013,195)	-35.90%
	6.3%						
<u>TRANSFERS IN & OTHER FINANCING</u>							
FM FUND BALANCE		456,994	177,743				
TOTAL REVENUE & TRANSFERS IN	11,565,603	12,325,742	11,356,715	12,207,932	7,165,777	(4,190,938)	-36.90%
<u>EXPENDITURES</u>							
HOSPITALITY TAX COMMITTEE ALLOCATIONS	2,664,392	2,506,063	2,066,213	2,109,500		(2,066,213)	-100.00%
<i>Reflects allocation by Council & does not include Committee Allocations</i>							
COLUMBIA MUSEUM OF ART		716,107	708,946	716,107	286,443		
CMA CAPITAL PROJECT (5 yr expires FY 20/21)		250,000	250,000	300,000	100,000		
COLUMBIA MUSIC FESTIVAL ASSOC.		245,000	242,550	245,000	98,000		
EDVENTURE		344,361	504,751	509,850	137,744		
FAMOUSLY HOT NEW YEARS		130,000	128,700	130,000	52,000		
HISTORIC COLUMBIA FOUNDATION		601,500	595,485	601,500	240,600		
HCF COLUMBIA 63 OUR STORY MATTERS		135,000	133,650	135,000	54,000		
ONE COLUMBIA		83,800	82,962	83,800	33,520		
SC PHILHARMONIC		100,000	99,000	100,000	40,000		
LINE ITEM AGENCIES	2,696,257	2,605,768	2,746,044	2,821,257	1,042,307	(1,703,737)	-62.04%
<u>Council Allocations</u>							
Gateway to the Army / Ft. Jackson 100th Anniv. (expires FY 19/20)		100,000	100,000				
Black Expo		30,000					
Cinco De Mayo Festival / Language Buzz		7,883					
City of Women		30,000	34,455				
Congaree Vista Guild		115,000	115,000	115,000	46,000		
Convention & Visitors Bureau / Experience Columbia			124,800				
Eau Claire Community Council Festival		20,000					
Five Points Association		75,000	125,000	125,000	50,000		
Greenview Reunion Foundation /Unity Festival		25,000					
Legends Concern/Auntie Karen Foundation		18,000					
Leisure Fun		15,996	16,000	16,000			
Mayor's innovation Project			30,000				
Miss Naturally Crowned Columbia							
National Collegiate Marching Band Competition		50,000					
Nickelodeon (5 year commitment, expires FY 18/19)		110,000					
Non-Stop Family Hip-Hop Day		25,000					
Parks & Recreation Foundation		69,674	80,000	80,000	32,000		
River Alliance		26,000	26,000	26,000	26,000		
State Museum		35,000					
RESERVE					152,675		
Hospitality District Security Camera Project			75,000	75,000			
COUNCIL ALLOCATIONS	-	752,553	803,049	508,000	306,675	(496,374)	-61.81%
<u>TRANSFERS OUT</u>							
TO GEN. FUND	3,000,000	3,700,000	2,775,000	3,700,000	2,775,000	(925,000)	-33.33%
TO DEBT SERVICE	2,600,643	2,761,358	2,913,466	2,875,529	3,041,795		
TOTAL TRANSFERS OUT	5,600,643	6,461,358	5,688,466	6,575,529	5,816,795	128,329	2.26%
TOTAL BUDGET	10,961,292	12,325,742	11,356,715	12,014,286	7,165,777	(4,190,938)	-36.90%
TOTAL SURPLUS/(DEFICIT)	604,311	0	0	193,646	0		

Attachment: FY 20-21 Proposed Budget 5-8-2020 (5927 : FY 2020/2021 Proposed Budget)

ACCOMMODATIONS TAX

FY 2020/2021

	ACTUAL FY 18/19	AMENDED FY 19/20	PROPOSED FY 20/21	Increase / (Decrease)	% Change
<u>REVENUES</u>					
ACCOMMODATIONS TAX	2,944,111	2,686,160	1,472,056		
INTEREST EARNINGS	12,831				
TOTAL REVENUES	2,956,942	2,686,160	1,472,056		
<u>TRANSFERS IN</u>					
FROM FUND BALANCE	155,242	14,742			
TOTAL REVENUE & TRANSFERS IN	3,112,184	2,700,902	1,472,056	(1,228,847)	-46%
<u>EXPENDITURES</u>					
ACCOMMODATIONS TAX ALLOCATIONS					
CONVENTION & VISITORS BUREAU	2,503,186	2,148,887			
LAKE MURRAY TOURISM	441,739	379,215			
COMMITTEE ALLOCATIONS	2,944,925	2,528,102	1,374,703	(1,153,399)	
5% ALLOCATION	3,009	6,000			
COMMITTEE EXPENSES		3,000			
LOURIE SENIOR CENTER	26,000				
TOGETHER WE CAN READ	19,450	25,000			
RICHLAND COUNTY LIBRARY		5,000			
SENIOR RESOURCES (grant match)		25,000			
COLUMBIA COUNCIL OF NEIGHBORHOODS	10,000				
ONEColumbia	83,800	83,800			
TOTAL GENERAL ALLOCATIONS (5%)	142,259	147,800	72,353	(75,447)	
TOTAL EXPENSES	3,087,184	2,675,902	1,447,056	(1,228,847)	-46%
<u>TRANSFERS OUT</u>					
TO GENERAL FUND	25,000	25,000	25,000		
TOTAL OTHER FUNDS	25,000	25,000	25,000	-	0%
TOTAL BUDGET	3,112,184	2,700,902	1,472,056	(1,228,847)	-46%
TOTAL SURPLUS/(DEFICIT)	0	0	0		

Attachment: FY 20-21 Proposed Budget 5-8-2020 (5927 : FY 2020/2021 Proposed Budget)



PROPOSED FY20-21 Water CIP

Project Number	Project Name	Type of Improvement	FY20-21 P
WM4323	Unforeseen Projects	Other	1,500,00
		Total Other	\$ 1,500,00
WM4547	Bitternut BPS Improvements	System Expansion	1,000,00
		Total System Expansion	\$ 1,000,00
WM3355	Utility Conflicts (Annual)	Utility Relocation	3,000,00
		Total Utility Relocation	\$ 3,000,00
WM4549	Alternative Raw Water Pump Station at Canal WTP (Phase 1 of 2)	Water Plant	3,000,00
WM4545	Canal and Lake Murray WTP Filter Improvements	Water Plant	3,500,00
		Total Water Plant	\$ 6,500,00
WM3001	Water Quality Projects City Wide (Services & 2-inch water line replacement) (Annual)	Water Quality	3,000,00
		Total Water Quality	\$ 3,000,00
		Total Water CIP	\$15,000,00

PROPOSED FY20-21 Wastewater CIP

Project Number	Project Name	Type of Improvement	FY20-21 P
SS7560	Lower Crane Creek Storage Facility and Pump Station	Capacity	1,700,00
SS7562	Gills Creek Relief Sewer Phase 1	Capacity	750,00
SS7564	WCPS Improvements	Capacity	750,00
SS7565	Lower Kinley Creek Sewer Improvements	Capacity	1,000,00
SS7566	Upper Kinley Creek Sewer Improvements Phase 2	Capacity	500,00
		Total Capacity	\$ 4,700,00
SS7236	CD Program Management	Other	4,500,00
SS7286	CE Projects not yet Defined	Other	2,000,00
SS7288	Unforeseen & Miscellaneous Projects	Other	2,000,00
		Total Other	\$ 8,500,00
SS7424	Broad River 02 SSES	Rehab	8,150,00
SS7548	Shady Lane FM Replacement	Rehab	400,00
SS7554	Harbison #4 PS/FM	Rehab	250,00
		Total Rehab	\$ 8,800,00
SS7561	Sewer Utility Relocation	Utility Relocation	3,000,00
		Total Utility Relocation	\$ 3,000,00
		Total Wastewater CIP	\$25,000,00
		Total Water and Wastewater CIP	\$40,000,00

Attachment: FY 2020-2021 Proposed CIP W WW SW (5927 : FY 2020/2021 Proposed Budget)

**PROPOSED FY20-21 STORMWATER CIP**

Fiscal Year 20/21 Stormwater CIP		
Project ID	Project Title	FY 20-21 Plan
SD8159	Gregg & Gervais Phase 2	\$225,000
SD8395	Taylor & Washington 60" Improvement	\$397,650
SD8435	Whaley at Railroad Crossing Stormwater Upgrade	\$562,500
SD8439	Whaley & Main Street Crossing Upgrade	\$562,500
SD8325	Shandon Phase 2	\$3,019,027
SD8013	Eightmile Branch from Danfield to Chinaberry	\$270,000
SD8471	Allen-Benedict Bioretention (LID-40)	\$375,000
SD8473	Belvedere Stream Stabilization	\$709,203
SD8434	Stream Restoration along Rocky Branch (Maxcy Gregg)	\$850,000
SD8438	Queen Street	\$2,754,706
SD8468	Yorkshire	\$2,529,900
SD8449	Gills Creek Debris Removal	\$5,800,000
SD8371	Penn Branch Drainage Improvements	\$1,510,460
SD8474	Stormwater Projects	\$450,000
TOTAL STORMWATER CIP		\$20,115,946

Attachment: FY 2020-2021 Proposed CIP W WW SW (5927 : FY 2020/2021 Proposed Budget)



We Are Columbia

MEETING DATE: May 12, 2020

DEPARTMENT: City Clerk

FROM: *Erika Hammond, City Clerk*

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

**FUNDING SOURCE &
ORIGINAL BUDGET:**

PURPOSE:

Legal advice pertaining to COVID-19
Columbia Housing Authority
Municipal Court
Development Corporations
Shared Micromobility



We Are Columbia

MEETING DATE: May 12, 2020

DEPARTMENT: City Clerk

FROM: *Erika Hammond, City Clerk*

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

**FUNDING SOURCE &
ORIGINAL BUDGET:**

PURPOSE:
W&S Letter of Credit, SMBC



We Are Columbia

MEETING DATE: May 12, 2020

DEPARTMENT: City Clerk

FROM: *Erika Hammond, City Clerk*

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

FUNDING SOURCE & ORIGINAL BUDGET:

PURPOSE:

Municipal Court